



# Memorandum of Understanding

This Memorandum of Understanding (“MoU”) is entered into between Hutt City Council, a local authority under the Local Government Act 2002 (“HCC”), and Lime Technology Limited (NZBN 9429046973979), trading as “Lime” (“operator”).

Throughout this MoU, HCC and the operator may each be referred to as a “party” or may be jointly referred to as “parties”.

This MoU documents the terms and responsibilities between the parties regarding the operator’s provision of a maximum of 400 shared electric scooters (“e-scooters) in the HCC territorial authority.

The Legal Authority for this agreement is established: Under the provisions of the Local Government Act 2002, the Hutt City Council Public Places Bylaw 2016 and Trading in Public Places Bylaw 2018.

**Date of Issue:** 4 December 2020

## **Purpose and Intent:**

1. The parties wish to ensure the management of public places and to provide reasonable controls to protect the health and safety of the public, while meeting customer expectations and supporting the wider transport objectives of HCC.

## **Relationship Principles:**

2. The parties acknowledge that the following relationship principles will govern their interactions.
  - 2.1. The parties will be collaborative, conduct their interactions with each other in a professional manner, and communicate in a way that is open and effective and;
  - 2.2. The parties will address any issues that arise in a timely manner and engage in discussions to resolve any issue in good faith.
  - 2.3. The parties will promote and endeavour to ensure the safe and convenient passage of pedestrians on the footpath.

## **Obligations of the Operator**

3. In order to uphold the purpose and intent of this MoU, Lime agrees to the following:

### *Location and placement of E-Scooters*

4. The operation shall only be operated within public space within the area defined in Appendix A, excluding cemeteries and State Highways.
5. The operator will create geofences to restrict parking, reduce speed and mark preferred parking zones in areas outlined in Appendix B.
6. For the purposes of this MoU, e-scooters must not be parked or allowed to remain on or in inappropriate locations including, without limitation:
  - 6.1. on footpaths that are narrow;
  - 6.2. where they could pose a safety hazard;
  - 6.3. where they could interfere with pedestrian access generally or access to amenities; or
  - 6.4. any other areas identified by Council staff, at their sole discretion, to be an inappropriate location.
  - 6.5. In the path of pedestrian crossing points, or in the path of pedestrian traffic adjacent to those crossings.
  - 6.6. At the kerb within the bus stop exits or directly adjacent to a taxi stand or mobility parking.
7. The operator will ensure e-scooters are effectively rebalanced to avoid excessive build up in any one area and;
  - 7.1. move any inappropriately parked e-scooter (i.e. where an e-scooter is parked in an inappropriate location, but where it is not causing an unreasonable hazard) within 24 hours of being notified by HCC or the public;
  - 7.2. move any e-scooter located outside the service area (as defined in Appendix A) within 24 hours of being notified by HCC or the public.

### *Education and Communication*

8. The operator will inform its riders of the requirements set out above in clauses 5 and 6.
9. The operator will educate customers about safety checks, responsible riding, safe speeds and correct parking, including the effect of poor placement to the general public, as well as slow speed and preferred parking zones.
10. The operator will also make best efforts to inform riders that they can incur penalties for breaching any law, regulation, standard or applicable rule including, by way of example, unauthorised use of special vehicle lanes, or operating a vehicle inconsiderately.
11. The operator will supply the HCC, and keep current full 24/7 contact details for key Lime staff in order to facilitate and maintain urgent and non-urgent communication.
12. The operator will maintain an 0800 call service for the general public to highlight issues with safety, operation or parking of the scooters directly to the operator.
13. The operator agrees to meet with HCC (either in person or remotely) as reasonably required to discuss any matters that may arise from the operations, particularly in relation to resolution of complaints.

### *Safety and maintenance*

14. The operator must ensure that:
  - 14.1. Each e-scooter is legal and approved under standards or definitions set out by Te Waka Kotahi NZTA as a wheeled recreational device; each e-scooter has:
    - 14.1.1. a working bell

- 14.1.2. a steady or flashing rear-facing red light(s) that can be seen at night from a distance of 200 metres; and
  - 14.1.3. a white or yellow headlight(s) that can be seen at night from a distance of 200 metres;
- 14.2. The design, performance and assembly of each e-scooter complies with appropriate standards; and
- 14.3. Each e-scooter is regularly inspected and maintained with routine maintenance taking place at least every 14 days.
- 15. The operator must provide the ability for users as well as the general public to report safety and maintenance issues. This must include an email address and New Zealand contact phone number on each e-scooter.
- 16. The operator must move any dangerous, inappropriately placed or hazardously placed e-scooters (e.g. on a roadway, up a tree, in a river, etc.) within 6 hours of being notified by HCC or the public
- 17. The operator must deactivate any e-scooter reported to be unsafe or faulty (e.g. brake fault, light out, etc.) and recover that device for inspection within one to three days.

### **Obligations and Responsibilities of HCC**

- 18. The HCC agrees to undertake the following:
  - 18.1. Assign and provide the operator with a key representative who may be contacted by Lime to discuss any matter to which this MoU relates;
  - 18.2. To reasonably advise the operator if any e-scooter is seen located outside the service area or parked inappropriately so that the operator can remedy this in a timely manner.
  - 18.3. Liaise with the operator's key representative about deployment, rebalancing, relocation, and redistribution plans.
  - 18.4. Refer a member of any disability or mobility sector or public interest group wishing to raise an issue or express concern in respect of the use and operation of the operator's e-scooters. Any referral shall be made at first instance to the operator's key representative named in this MoU.

### **Reporting**

- 19. To enable better integration with public and shared modes of transportation across the city, the operator must maintain a documented Application Programme Interface (API) that can be made available to third party developers.
- 20. The operator commits to facilitating provision of the information outlined in Appendix C.

### **Key Representatives**

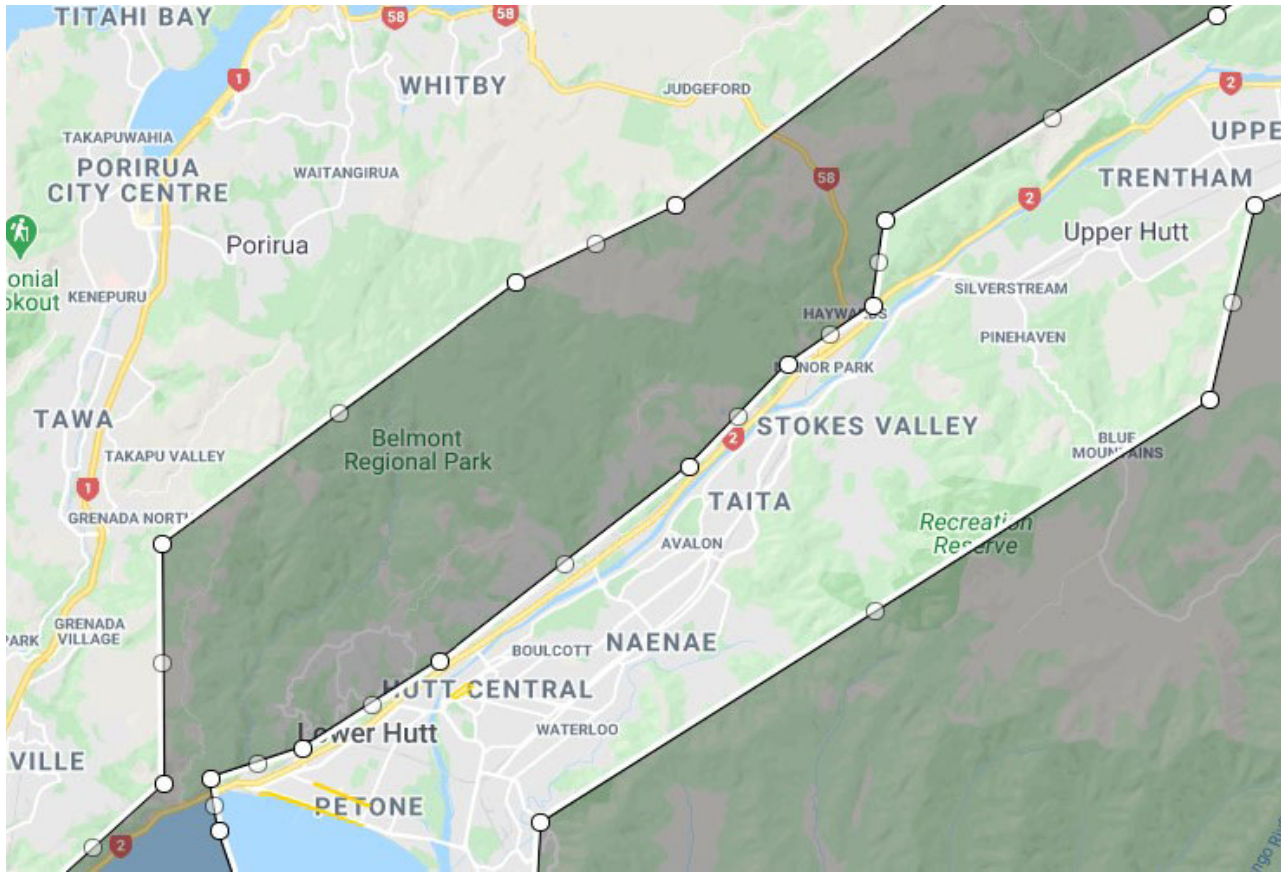
- 21. The HCC nominates Damon Simmons (Traffic Asset Manager) as their representative in respect of any discussions or actions to be carried out under this MoU. The key representative's contact details are: [damon.simmons@huttcity.govt.nz](mailto:damon.simmons@huttcity.govt.nz), phone 04 570 6730.

22. Lime nominates Lauren Mentjox as its representative in respect of any discussions or actions to be carried out under this MoU. The key representative's contact details are:  
[lauren.mentjox@li.me](mailto:lauren.mentjox@li.me).

## **General**

23. The parties acknowledge that the Local Government Official Information and Meetings Act 1987 and Privacy Act 1993 apply to their respective operations and will act to ensure compliance with these Acts.
24. Any policy developed by the operator or the obligations upon either party under this MoU may be superseded by requirements or obligations imposed by statute, regulation or legal process.
25. The operator shall carry adequate, sufficient and suitable public liability and professional indemnity insurance for an amount not less than \$5m and \$2m respectively and will provide evidence of this to the Council if requested.
26. There is no operating fee associated with the provision of shared e-scooters in HCC.
27. This MoU shall start at the date of issue and, unless terminated in accordance with the terms of this MoU, shall continue unless the parties agree to terminate the MoU.
28. If either party wishes to terminate the MoU it will provide 14 days written notice of its intention.
29. Immediately following the termination of this MoU, the operator will remove all e-scooters and any ancillary signage and equipment from Council land within a timeframe agreed between the Council and the operator.
30. HCC reserves the right to review the conditions of this MOU 12 months after the date of issue and, if agreement on any proposed new conditions cannot be reached, terminate the agreement with 14 days written notice.

**APPENDIX A: SERVICE AREA**



## APPENDIX B: RESTRICTED SPEED AND PARKING ZONES

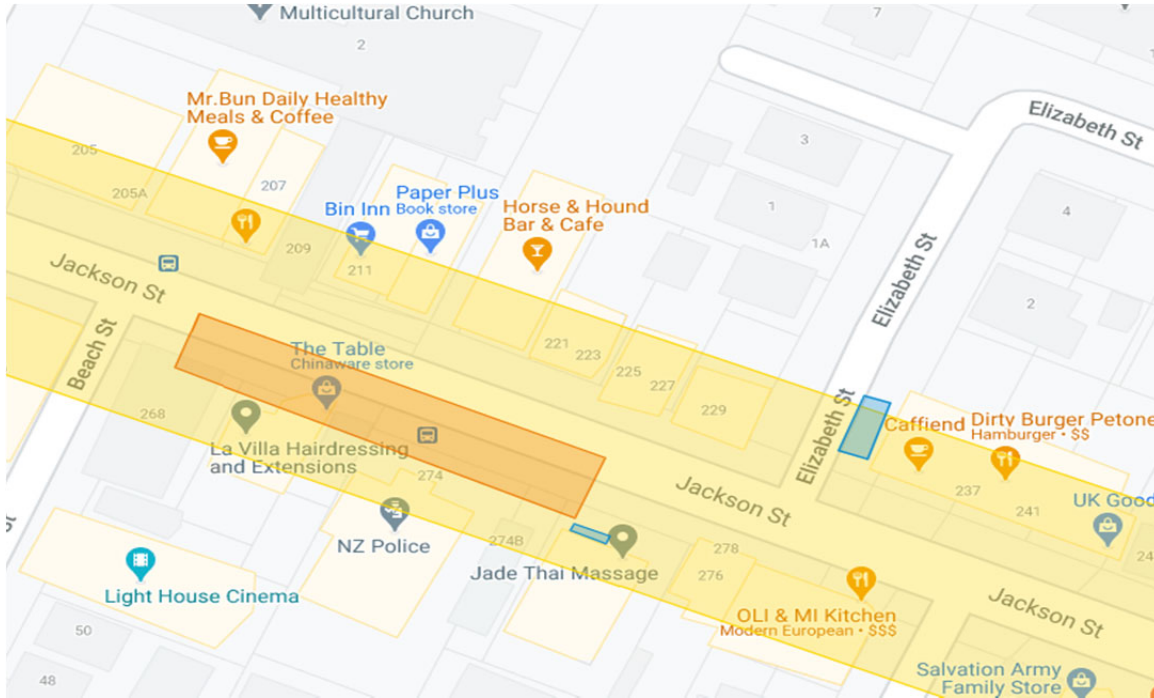


Figure 1 Jackson Street No Parking and Preferred Parking Zones

(Red=No Park, Yellow = Low Speed, Blue = Preferred Parking)



Figure 2 Jackson Street Low Speed Zone

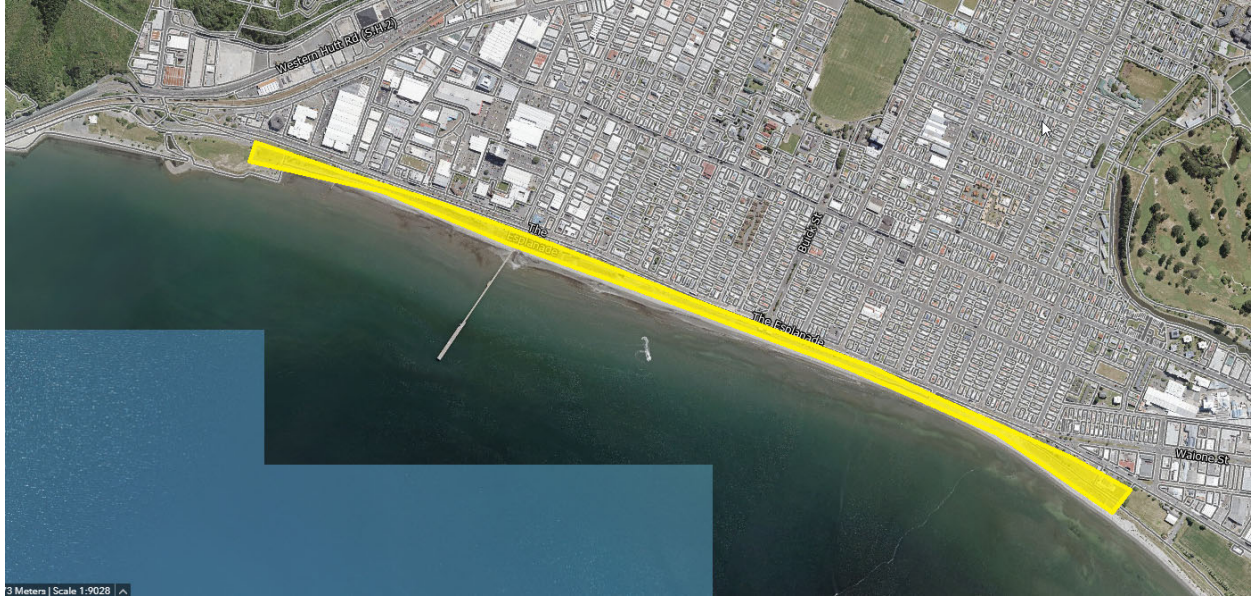


Figure 3 The Esplanade Shared Path Low Speed Zone

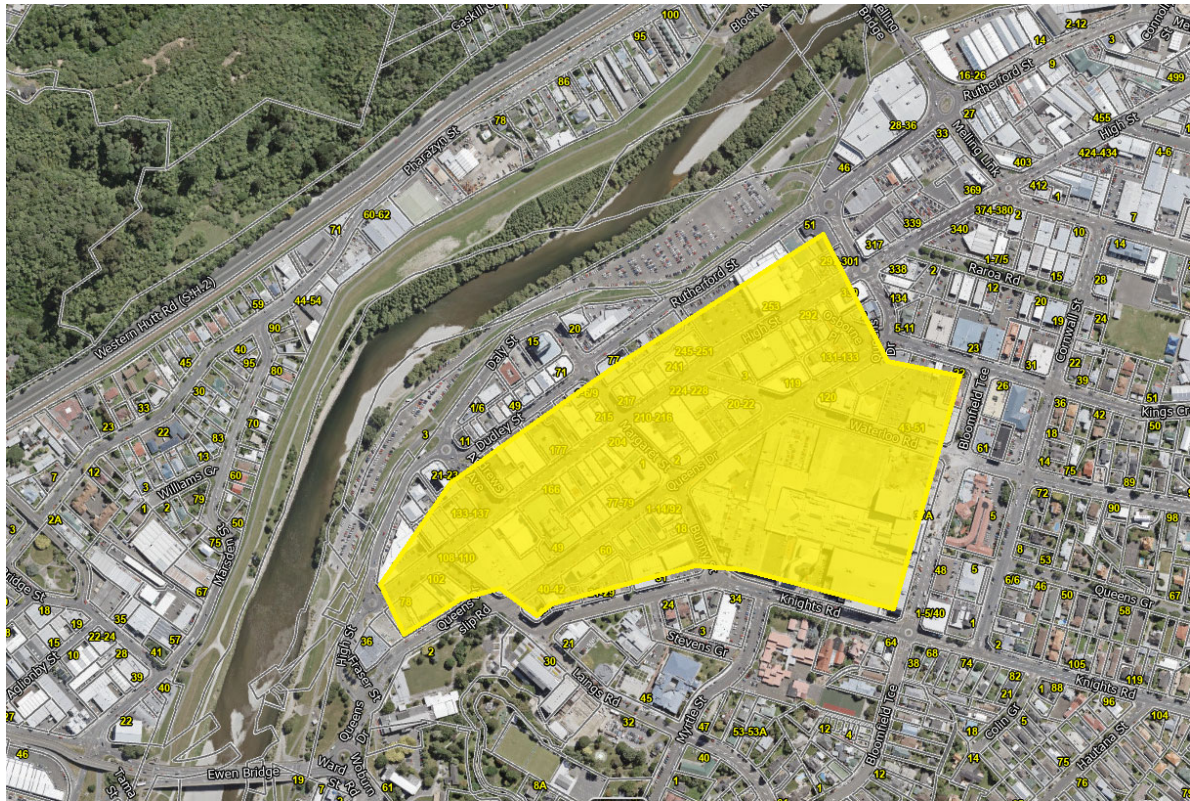


Figure 4 Lower Hutt CBD Low Speed Zone

## APPENDIX C: REPORTING INFORMATION

Reporting measure	Format	Description
Number of users.	Dashboard	
Total number of rides per day and per month.	Dashboard	
Average distance covered per trip.	Dashboard	
Average time of trip;	Dashboard	
Start and end trip location data.	Dashboard	
Overlay of deployment locations with demand “hot spots”.	Dashboard	
Heat map of use, e.g. routes.	Dashboard	
Carbon Emissions reduced	Dashboard	
Complaints Received		Number of contacts made in relation to complaints within the HCC operating area.
Complaints Resolution		Number of complaints resolved/ unresolved. Response time to resolve complaint.



**Signed for and on behalf of the Hutt City Council**



Kara Puketapu-Dentice  
Director, Economy and Development

**Date of Issue:** 3/12/2020

**Signed for and on behalf of Lime**



Lauren Mentjox  
Government Relations and Public Affairs Manager, ANZ