



Shared E-Scooter Services Trial

Commercially operated share scheme (COSS)
Between

Melbourne City Council, Port Phillip City Council,
Yarra City Council (Councils)

and

Neuron Mobility (Australia) Pty. Ltd. ABN. 61 632
570 355 (Operator)

1 Background

- 1.1 The Councils encourage the use of active and sustainable modes of transportation and each has specified targets to increase the number of people using active transport.
- 1.2 E-Scooter share schemes have the potential to encourage active transport and public transport use by providing an alternative mode choice. They can play a key role in mobility for Victorians.
- 1.3 The placement and use of shared E-Scooters, however, may result in undesirable amenity and other impacts if they are not managed properly.

2 Purpose of this COSS

- 2.1 The purpose of this COSS is to document the arrangement between the Councils and the Operator for the purposes of the Road Rules and the trial shared use of E-Scooters on roads and road related areas within the municipal districts of the Councils ('Trial').
- 2.2 The COSS is intended to help the Councils and the Operator work together to ensure that the Trial is successfully delivered in Melbourne. It documents the roles and responsibilities of the Councils and the Operator in relation to:
 - 2.2.1 the exchange of information
 - 2.2.2 agreed standards of service and maintenance
 - 2.2.3 mitigation of any impacts of shared e-Scooter services on public amenity
 - 2.2.4 proactively addressing any issues during system implementation and operation.
- 2.3 The Operator and the Councils agree that this COSS is legally binding.

3 Definitions

- 3.1 In this COSS:
 - 3.1.1 'road' and 'road related area' have the same meaning as in the *Road Safety Act 1986* (Vic)
 - 3.1.2 'E-Scooter' means an electric scooter as defined in the Road Rules
 - 3.1.3 'COSS' means a commercially operated share scheme as defined in the Road Rules
 - 3.1.4 'MDS' means Mobility Data Specifications and is a standard for exchanging data between mobility operators and cities or other regulators
 - 3.1.5 'abandoned E-Scooter' means any commercially operated device that has been inappropriately parked or dangerously parked or has remained idle for more than six days
 - 3.1.6 'serious incident' means injury to riders and/or pedestrians that requires medical treatment (required by, or under the supervision of, a medical practitioner or a nurse) and may include damage to property

3.1.7 'Road Rules' mean the *Road Safety Road Rules 2017* as amended from time to time.

4 Collaboration & Openness

- 4.1 The parties will communicate freely and constructively with one another to ensure that all significant issues are discussed openly and resolved in a respectful manner.
- 4.2 The parties will share relevant information with each other. In the normal course of events, the parties will work on the assumption that information should be freely exchanged. This does not include commercially sensitive business information which is not relevant to the public interest or personal information which is to be treated in accordance with the *Privacy and Data Protection Act 2014* (Vic) and/or any other relevant privacy legislation.
- 4.3 The parties acknowledge that they have a mutual interest in the successful planning, development and delivery of the scheme. Nevertheless, it is recognised that the views and objectives of the parties may not always coincide. The parties will work openly and constructively to resolve any differences which emerge. In the event that a difference cannot be resolved, Clause 21 Dispute Resolution will apply.

5 Point of Contact

- 5.1 The Operator must designate a central point of contact at management level for the purpose of communication directly with the Councils.

6 Communications and Media

- 6.1 The Operator will work with the Councils to design and implement a coordinated media and communications campaign aimed at ensuring information is clearly communicated to the community about the scheme.
 - 6.1.1 The Operator and the Councils will meet on a regular basis agreed by the parties to identify and remedy any issues that arise for either a Council or the Operator.
 - 6.1.2 In the event of a serious incident, the Operator will notify the relevant Council as soon as they become aware.

7 Service Delivery Objectives

- 7.1 The Trial is an opportunity to better understand the benefits and disbenefits of an E-Scooter share scheme and to support the education and promotion of new and innovative transport technologies for the community. The service delivery objectives will be used to evaluate the success of the E-Scooter share scheme.
- 7.2 The parties agree that the objectives of the E-Scooter share scheme are:
 - 7.2.1 To improve the efficiency and performance of the transport system by increasing e-scooter trips and reducing dependence on private motor vehicles and commercial passenger vehicles.
 - 7.2.2 To deliver a well-managed, service, that prioritises safety and avoids negative impacts to public amenity while maintaining efficient movement and comfort on our footpaths.

8 Evaluation

- 8.1 The Trial will be evaluated on a quarterly basis. This will include an in depth review of the Operator's performance.
- 8.2 Evaluation criteria will include successful operation of the E-Scooter Share scheme (number of users and trips, purpose), issues management (number of complaints and resolution timeframes), environment impact (Co2 emission savings) and safety impacts (incidents and injuries).
- 8.3 Evaluation outcomes will be publicised through media and other channels to ensure public awareness of performance.

9 Term

- 9.1 Unless earlier terminated in accordance with this COSS, or otherwise agreed on by the parties, this COSS will terminate on the earlier of:
 - 9.1.1 twelve months from the date it is signed; and
 - 9.1.2 the revocation of the provisions in the Road Rules made by the *Road Safety Road Rules Amendment (Electric Scooter Trial) Rules 2021*.

10 Variation

- 10.1 The Councils and the Operator agree that the terms and conditions of this COSS may be varied by agreement in writing.

11 Monitoring and Maintenance

- 11.1 The parties agree to the timeframes and the corresponding course of action set out in the Resolution Timeframes (Schedule 4).
- 11.2 The Operator must monitor E-Scooter locations to ensure that the E-Scooter parking requirements, densities and relocation timelines are being met.
- 11.3 The Operator will provide customer service and monitoring of complaints twenty four hours per day, seven days per week.
- 11.4 The Operator will provide a customer service phone line twenty four hours per day, seven days per week.
- 11.5 The Operator must provide adequate resources to receive and action complaints from the public and the Councils, in accordance with this COSS.
- 11.6 The Operator will be responsible for the activity and costs of retrieving its abandoned E-Scooters including but not limited to from parks, waterways and public land.

12 Complaint management

- 12.1 The Operator must establish a system for tracking complaints from customers, the public and the Councils.
- 12.2 All complainants must be provided a case number when registering a complaint.

13 Customer safety and conduct

- 13.1 The Operator must follow all relevant laws and regulations.

- 13.2 The Operator must provide education and training through a variety channels on how users need to park safely and follow all relevant laws, regulations and the parking guidelines in this COSS.
- 13.3 The Operator must encourage customers and others to reposition poorly located E-Scooters.
- 13.4 The Operator must take reasonable steps to manage customer behaviour to ensure compliance with exclusion zones, no parking zones and preferred parking zones identified by the Councils.
- 13.5 The Operator must deploy mechanisms to deter irresponsible use of E-Scooters including deterring the parking in no parking zones and barring access to the system for repeated breaches by a customer.
- 13.6 After notice from a Council, a customer or the public, the Operator must ensure any E-Scooter which is not safe to operate is immediately disabled from service and repaired before the E-Scooter is returned to service.

14 Fleet size

- 14.1 The Operator is authorised to deploy a fleet of 250 E-Scooters in each of the three local government municipal districts of Melbourne, Port Phillip and Yarra (total of 750 E-Scooters).
- 14.2 The Operator must consult with the Councils prior to expansions of the fleet of E-Scooters.
- 14.3 The Operator must seek and obtain written approval from the Councils for expansion of the fleet size, which the Councils can give or refuse in their absolute discretion.

15 E-scooter deployment and parking

- 15.1 The Operator must deploy E-Scooters considerately in relation to footpath space, congestion and public amenity.
- 15.2 The Operator will work in collaboration with the Councils and public land owners to determine the optimal deployment plan which balances customer demand with public amenity. This will need to be done both before the launch and throughout the trial period.
- 15.3 The Operator must act under the advice of the Councils to determine appropriate geofences, preferred parking zones, exclusion zones, no parking and slow zones both on a permanent and temporary basis.
- 15.4 The Operator must respond to the relevant Council's requests about the rebalancing and redistribution of E-Scooters in a timely manner.
- 15.5 E-Scooters that breach schedules 2 or 3 of this COSS can be impounded by the relevant Council. See Clause 19.2 and schedule 4.
- 15.6 The Operator and Councils may identify certain designated areas where shared E-Scooters should be parked. These may be virtually or physically delineated or both.
- 15.7 The Operator must encourage customers to park in the designated areas and

minimise parking outside this area.

- 15.8 Physically delineated parking areas may be established at certain parking areas if approved by the relevant Council. Setup costs of these areas will be at the Operator's expense.

16 Insurance & Liability

- 16.1 The Operator shall hold a current public liability insurance policy with coverage for any injuries or damage that may result from use of its E-Scooters, which names and indemnifies the Councils to cover legal liability to third parties for personal injury or property damage as a result of an occurrence in connection with the business of the insured, as specified in the public liability policy in the name of the Operator.
- 16.2 The public liability policy shall extend to cover each of the Councils in respect to claims for personal injury or property damage arising out of the negligence of the Operator.
- 16.3 The sum insured should not be less than \$20,000,000. The Operator shall provide evidence of this insurance to the Councils at the commencement of the agreement and each year upon renewal of the insurance policy within 30 days.
- 16.4 The Operator agrees to indemnify and to keep indemnified each of the Councils, their servants and agents from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, in connection with the Operator's performance or purported performance of its obligations under this COSS and be directly related to the negligent acts, errors or omission of the Operator.
- 16.5 The Operator's liability to indemnify each of the Councils shall be reduced proportionally to the extent that any act or omission of the relevant Council, contributed to the loss or liability.
- 16.6 The Operator agrees to hold harmless the Councils their servants and agents in connection with all claims resulting from damage, loss, death or injury whatsoever which may otherwise be brought or made or claimed by the Operator against any of the Councils, except to the extent that the relevant Council is negligent.

17 Data sharing

- 17.1 The Operator and the Councils agree to cooperate and share data for the purposes of transport and urban planning, monitoring and compliance subject to commercial-in-confidence considerations, in accordance with the data sharing requirements (Schedule 5). This includes sharing of data with third party data platform provider if requested by Council.
- 17.2 The Councils agree that they will not share any data obtained from the MDS with third parties without express permission from the Operator.
- 17.3 The Operator agrees to provide data at no charge to the Councils and the Councils agree not to use the data obtained from MDS for monetary or financial benefit.

18 Supporting local businesses and people

- 18.1 The Operator must employ staff based in Metropolitan Melbourne under normal

conditions of stable ongoing employment for the purposes of this scheme.

18.2 The Operator will support and partner with local businesses in the Melbourne community and report on this to the Councils.

18.3 The Operator must take steps to contribute to the Melbourne economy through local employment, partnerships and procurement to engage local businesses to promote local tourism, retail and hospitality.

19 Role and Responsibilities of the Councils

19.1 Each of the Councils will:

19.1.1 Determine, if E-Scooters are placed in appropriate locations or deployed in excessive numbers and provide feedback to the Operator.

19.1.2 From time to time, nominate a central point of contact who will be responsible for the direct communication with the Operator in relation to broken, damaged, unusable or abandoned and inappropriately placed or dangerously placed E-Scooters.

19.1.3 Use its communications channels to encourage customers and the public to report issues to the Operator, park E-Scooters appropriately and champion responsible use of E-Scooters.

19.1.4 Encourage its staff and the community to report broken, damaged or unusable or abandoned and inappropriately placed or dangerously placed E-Scooters on Council managed land to the Operator.

19.2 The Councils may impound E-Scooters which are in breach of the resolution timeframes (Schedule 4) and charge an impound fee per E-Scooter for the collection of impounded E-Scooters. This will not involve notification to the Operator. Standard vehicle impound recovery processes for the Councils will apply.

20 Exercise of Councils' powers

20.1 It is acknowledged and agreed that this COSS does not fetter or restrict the power or discretion of the Councils in relation to any powers or obligations the Councils have under any Act, regulation or local law that may apply.

21 Dispute Resolution

21.1 The parties agree to resolve disputes respectfully and privately.

21.2 In the event of a dispute, the parties must meet within 5 Business Days of becoming aware of the dispute to endeavour to resolve the matter promptly

21.3 If disputed matters cannot be resolved, an independent mediator will be selected by the agreement of all parties within two weeks, and the decision of the mediator will be binding on all Parties.

22 Fees

22.1 The Operator must pay a fee to each council to contribute to costs incurred by the Councils in the management and oversight of the trial and shared E-Scooter service.

22.2 The amount of the payment shall be \$1 per scooter per day, determined by the

maximum number of approved E-Scooters for deployment in each municipality and be calculated and paid quarterly in advance.

23 Ceasing of operations

- 23.1 The Councils shall be advised two months in advance of any decision to cease operations by the Operator.
- 23.2 In any circumstance where operations are to cease, the Operator will be responsible for the retrieval of all of its E-Scooters and any associated property stored on land owned by the Councils, public or private landholders.
- 23.3 A plan detailing this approach must be submitted to the Councils two weeks prior to the operation ceasing.
- 23.4 Any E-Scooters which are not collected within 30 days of notice to cease operation will be retrieved by the relevant Council, an impound fee will apply and the Council has the right to recycle the E-Scooters.
- 23.5 The Operator shall provide a surety of \$50,000 total to the Councils for the duration of the trial. This amount will be held by the Melbourne City Council and may be drawn upon in the event that costs are incurred by the Councils or any other public agency or authority related to:
 - (a) parks, waterways and public land clean-up fees
 - (b) overdue unpaid impound fees at the conclusion of the duration of the COSS.
- 23.6 The Councils must provide appropriate evidence of costs incurred, including photographic imagery, to the Operator prior to drawing down on any of the surety for costs incurred retrieving e-scooters from parks, waterways or public land where the Operator has not fulfilled its duty in a timely manner.
- 23.7 The remaining balance of the surety will be refunded 3 months after the conclusion of the Trial to ensure that any clean-up costs are accurately accounted for.
- 23.8 The surety should only be accessed as a means of last resort and such costs should normally be addressed through the regular monitoring and maintenance activities of the Operator.

24 Termination

- 24.1 A breach to the terms of this COSS may result in its termination.
- 24.2 Any of the Councils can terminate or withdraw from the COSS with five days' notice unless a longer period is otherwise agreed, without regard to any other clause. The Operator will then have 30 days to cease operations.

25 Compliance

- 25.1 The Operator must take all reasonable and practicable steps to ensure that people riding E-Scooters on roads and road related areas are aware of the requirements of the Road Rules in respect to the riding of E-Scooters.

Schedule 1

E-Scooter requirements

All E-Scooters used for the purposes of the Trial must:

- Be equipped with helmets.
- Be fitted with GPS tracking
- Have field removable or exchangeable batteries to enable field maintenance as much as possible.
- Be readily identifiable as belonging to the Operator and not be confused with other schemes or private E-Scooters.
- Display contact information for the Operator including a phone number.
- Display a unique identification number that is clearly visible from at least 5 metres away from and be fixed to the E-Scooter.
- Not contain any third party advertising.
- Not display any third party branding unless with the prior consent of the Councils (which consent the Councils can give or refuse in their absolute discretion).
- Comply with all relevant Victorian legislation and regulations.
- When deployed:
 - have bells or other warning devices, front and rear lights, front and rear brakes and a rear reflector as per the Road Rules
 - have functional kickstands (noting that if an E-Scooter is reported or otherwise identified to not comply with these requirements, the Operator will remove the E-Scooter from service in accordance with the resolution timeframes (Schedule 4)).
- Comply with all power and speed restrictions relevant to E-Scooters in the State of Victoria.

Schedule 2

Operator E-Scooter deployment

This section relates to the regular deployment and redistribution of e-scooters by the Operator to commence services each day. The Trial is an important time to identify the deployment pattern for Melbourne.

- E-Scooters must be parked in an upright position and not placed on footpaths that are less than 1.5 metres in width, or within 1.5m of the building line. They may not be placed where they could obstruct peak pedestrian flows or otherwise pose a safety hazard.
- E-Scooter placement must not interfere with pedestrian access or amenity. Shared E-Scooters should be placed at the kerbside at least 1.5m away from the building.
- The Operator must be proactive in the redistribution of E-Scooters according to demand to avoid excessive build-up in an area.
- The Operator must seek Council's consent to the deployment of E-Scooters, including locations and number of E-Scooters.
- E-Scooters must not be deployed in excessive groups, except for short periods in locations of high demand, as part of an agreed deployment plan with the Councils.
- The Operator must respond to feedback and requests from the Councils and other public land holders regarding issues with deployment and distribution.
- Councils and public landholders may nominate preferred parking locations. A preferred parking area must be communicated by the Operator to customers.
- The Operator will update geofencing requests of the Councils as quickly as possible.

Schedule 3

User parking guidelines

This section outlines the Councils' expectations for E-Scooter parking behaviour to mitigate amenity impacts of the scheme. This is separate but complementary to the deployment of e-scooters by the Operator each day. These parking guidelines will support a successful shared E-Scooter service.

If customers have not complied with these guidelines, the Operator may penalise users through their customer accounts.

- The Operator must educate customers on the impacts of E-Scooter placement to mobility and vision impaired.
- The Operator must encourage appropriate parking behaviour by using channels such as, the Operator's App, website, social media channels and or face to face engagement at events.
- The Operator is to ensure that members of the public can safely reposition E-Scooters.

Do

- Keep busy footpaths clear.
- Park at least 1.5m away from the building line.
- Keep the edge of the road clear to allow access to and from the road, including space to open car doors.

Do not

- Park on footpaths narrower than 1.5m.
- Park on infrastructure which provides warnings or assistance to people with vision impairment (tactiles, guides, steps, rails etc)
- Park by leaning. (including trees, buildings, poles, street furniture or any structure)
- Park adjacent to disabled car parking bays.
- Park on landscaped areas.
- Park in a way that endangers others.

Schedule 4

Resolution timeframes

The following timeframes apply to the monitoring and maintenance of the schedules 1, 2 and 3 in this COSS.

If any of the timeframes listed below are exceeded, the E-Scooters is subject to being impounded by the relevant Council. This will not involve notification to the Operator. The relevant council's vehicle impound recovery processes will apply.

Issue	Timeframe	Action
Dangerously placed	2 hours	<p>'Dangerously placed' means any E-Scooter that is causing an unreasonable hazard to people's safety (i.e. parked across a road, or adjacent to or in disabled car parking bays).</p> <p>The Operator will relocate the E-Scooter within 2 hours of being notified.</p> <p>If first on the scene, a representative of a Council may move, remove and/or impound a dangerously placed E-Scooter without notice (in the interest of public safety).</p>
E-Scooter reported as faulty / damaged / unsafe	<p>Immediately deactivated</p> <p>12 hours</p>	<p>'Faulty, damaged or unsafe' means: an E-Scooter which is unsafe to operate.</p> <p>Upon notification of an unsafe E-Scooter, the Operator must immediately deactivate the E-Scooter.</p> <p>The E-Scooter must be collected or repaired within 12 hours.</p>
Otherwise inappropriately placed or non-compliant with deployment or parking guidelines	12-hours	<p>'Inappropriately placed' means an E-Scooter that is placed in a location that is inconsistent with the schedules 2 or 3 in this COSS.</p> <p>The Operator must make an E-Scooter compliant, within 12-hours of being notified.</p>

Idle e-scooters

The following timeframes apply to the turnover and movement of idle E-Scooters.

Timeframe	Action
0-3 days	No action. E-scooters may not be used for a period of up to 3 days.
4-5 days	The Operator must relocate the E-Scooter or offer customer incentives to ride the E-Scooter to another destination.

6 + days	The E-Scooter may be retrieved and impounded by the relevant Council.
7 days after impoundment	The E-Scooter is recycled by the local council. The fee to release the E - Scooter remains owing by the Operator and a fee equal to the cost of recycling is levied against the Operator.

Schedule 5

Data sharing requirements

All personal information must be collected, processed and stored in accordance with the requirements of the *Privacy and Data Protection Act 2014* (Vic) and any other privacy legislation.

Each of the Councils will provide the Operator with copies of data privacy and sharing policies and principles prior to data or data services being provided.

The Councils and the Operator may renegotiate the data terms in the future if or when required.

Each of the Councils reserve the right to display information about the trial's performance on the Councils websites and apps.

Transport planning data

It is a requirement that anonymised data collected by the Operator is shared with the Councils via a free data service (API or similar) to assist with ongoing transport planning, infrastructure improvements and the development of shared transport services policy. It is a requirement for each Council to understand the routes taken by users. The following table sets out what minimum data is required.

Data	Format	Description	Purpose
Trip record number	xxx0001, xxx0002, xxx0003, ...	3-letter company acronym + consecutive trip #	Determine E-Scooter volumes
Trip duration	MM:SS	n/a	E-Scooter user behavioural insights
Trip distance	KM	n/a	E-Scooter user behavioural insights
Start date	MM, DD, YYYY	n/a	Monitoring of peak/off-peak flows
Start time	HH:MM:SS (00:00:00 – 23:59:59)	n/a	Monitoring of peak/off-peak flows
End date	MM, DD, YYYY	n/a	Monitoring of peak/off-peak flows
End time	HH:MM:SS (00:00:00 – 23:59:59)	n/a	Monitoring of peak/off-peak flows
Start location	GPS location	n/a	Supporting safer infrastructure investment

End location	GPS location	n/a	Supporting safer infrastructure investment
Trip route	GPS waypoints	n/a	Supporting safer infrastructure investment
E-Scooter ID number	xxxx1, xxxx2, ...	Unique identifier for every E-Scooter, determined by the Operator	Micromobility performance analysis

Monitoring and compliance data

It is a requirement that data collected by the Operator about e-scooter status is shared with the Councils via a free data service (API or similar) to assist with enforcement and monitoring of the service. The following table sets out what minimum data is required.

	Format	Description	Purpose
E-scooter ID number	xxxx1, xxxx2, ...	Unique identifier for every vehicle-Scooter, determined by operator	Quality assurance and auditing
Trips taken	Trip IDs	Trips taken	Performance evaluation
Battery status	%	Current battery charge	Quality assurance and auditing
Idle location	GPS location	n/a	Monitoring of idle E-Scooters
Idle duration	HH:MM:SS	Time spent in a location	Monitoring of idle E-Scooters
Complaints received by operator	Details of complaint	Information available describing the nature and cause of the complaint	Customer service integration with Councils
Complaint ID number	xxxx1, xxxx2, ...	Case number	Customer service integration with Councils
GPS functionality		Current GPS status	Quality assurance and auditing

Open data

For the purposes of innovation, the Operator must provide a public, open and free data service (API or similar). The Operator will determine which data can be shared publicly in accordance with the requirements of the *Privacy and Data Protection Act 2014* (Vic) and any other privacy legislation.

Monthly performance reporting

A performance data report is to be sent to the Councils on a monthly basis which includes the following information.

Number as of	(Date)
Accumulated registered users	xx
Maximum deployed e-scooters	xx
Accumulated trips	xx
Accumulated trips duration (hours)	(Time period)
Average	(Time period)
Unique e-scooter users	xx
Unique e-scooter users / day	xx
Number of trips /day	xx
Average duration / trip	xx
Average distance / trip	xx
Trip duration (hour)	xx
Trip time of day	(Time period)
0.00am – 5:59:59am	xx
6:00am – 11:59:59am	xx
12pm – 5:59:59pm	xx
6pm-11:59:59pm	xx

In addition to the above, the report should include the following information:

- Trip time of day – an hourly breakdown
- Heat map of use across the Councils.
- Deployment locations overlaid with heat maps.
- Number of issues and complaints from users opened, closed, outstanding.
- Number of issues and complaints from the Council opened, closed, outstanding and the average response time
- Number of accidents/crashes including available details such as location, nature and severity
- Number of “dangerously placed” urgent matters dealt with and response times.
- Number of “faulty / damaged / unsafe” urgent matters dealt with and response times.
- Number of “Otherwise non-compliant” e-scooter reports and response times.