

AGREEMENT FOR PROVISION OF E-BIKES AND E-BIKE PARKING STATIONS

PARTIES:

- 1) Plymouth City Council, an elected administrative body for Plymouth whose registered office address is Ballard House, Plymouth, Devon, PL1 3BJ, ("PCC");
- 2) [INSERT], (the "E-Bike Share Operator"); and
- 3) [INSERT] (the "EV Charging Operator").

(each a "party" and together the "parties" unless the context otherwise includes the Landlord)

BACKGROUND

- A) PCC has entered into grant funding agreement(s) with its Funder(s) ("Funding Agreement") under which PCC is entitled to receive funding to procure the delivery of up to 50 Mobility Hubs within Plymouth. Each Mobility Hub will include an electric bike share scheme.
- B) PCC has engaged the EV Charging Operator under a concession agreement to provide electric vehicle charge points and work together with operators providing other mobility services, including e-bikes and a car club at the Mobility Hubs.
- C) PCC wishes to engage the E-Bike Share Operator, and the E-Bike Share Operator wishes to supply, install, operate and maintain E-Bikes and Parking Stations at a number of selected sites which form part of the PCC Mobility Hubs portfolio of properties ("Selected Sites").
- D) The E-Bike Share Operator shall enter into a lease or a licence (as required by the Landlord) with the Landlord for each Selected Site in respect of the area required for the Parking Stations.
- E) This Agreement sets out the legally binding terms under which the E-Bike Share Operator will supply, install, operate and maintain E-Bikes and Parking Stations as part of the Mobility Hubs.

1 Definitions:

The following definitions apply in this Agreement:

Affected Party	has the meaning given to it under clause 22.1 of the Agreement.
Agreed Purposes	the performance by each party of its obligations under the Agreement, the Lease, and in the case of PCC, its Funding Agreement(s), and the promotion of the products and services that form the subject of this Agreement.
Agreement	the terms and Schedules set out in this agreement.
Agreement Term	the period commencing on the Commencement Date and ending on the earlier of the date when this Agreement is terminated or 5 years after the Effective Date, subject to any extension agreed by the parties in accordance with clause 3.2.
App	the mobile application which Users access to book the use of an E-Bike.
Background IPR	means all Intellectual Property Rights in and to information, data, techniques, know-how, inventions, discoveries, software, designs, models, databases and materials (regardless of the form or medium in which they are disclosed or stored) which are provided by one party (whether belonging to that party or to a third party)

to another party for use pursuant to this Agreement, and whether before or after the date of this Agreement, except any Foreground IPR.

Business Day	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business
Business Hours	the times between 8:30am – 6pm (inclusive) on a Business Day.
Change of Control	means if a person or body which Controls any body corporate ceases to do so or if another person acquires Control of it, " Control " having the meaning given to it under Section 450 of the Corporation Tax Act 2010.
Commencement Date	the date that this Agreement has been signed by all parties.
Concession Agreement	the agreement entered into between PCC and the EV Charging Operator in respect of the Mobility Hubs dated on or around the date of this Agreement.
Confidential Information	all information or data (whether oral, visual or recorded in writing, in any other medium or by any other method) obtained by or disclosed to one party pursuant to or in connection with this Agreement (including, without limitation, any information relating to a party's operations, processes, services, materials, data, plans, ideas, intentions, proposals, market opportunities, terms of business, research, know-how, design rights, trade secrets, software, finances, customers, employees, students and business affairs or a party's or other party's Intellectual Property Rights).
Data Discloser	a party that discloses Shared Personal Data to the other party.
Data Protection Legislation	the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.
E-Bike	an electric bicycle which meets the E-Bike Specification and is made available by the E-Bike Share Operator in accordance with the terms of this Agreement.
E-Bike Specification	the E-Bikes specification as set out in Schedule 3
Effective Date	the earlier of 1 April 2023 or the first date on which 40 E-Bikes have been deployed by the E-Bike Share Operator at Mobility Hubs and are available for booking by Users
EIRs	the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or

relevant government department in relation to such regulations.

Fault

in respect of any Parking Station or E-Bike, means any fault, breakdown, malfunction (including any complete or partial loss of the functionality required for the provision of User Charging Services), loss, destruction, damage or other occurrence which results in an E-Bike or Parking Station, (or a part of it) no longer being in good repair or good working order, including circumstances in which:

- (a) the relevant fault etc. constitutes or arises from any breach of the Agreement Services, standards and requirements;
- (b) the relevant fault etc. arises from a relevant part of a, Parking Station or E-Bike wearing out; or
- (c) the relevant fault etc. arises from any misuse or damage by a User or other third party or from any other force majeure event.

FOIA

the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Force Majeure Event

means any circumstance not within a party's reasonable control or ability to avoid, including, *without limitation*:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent (where such failure or action is not directly caused by any wrongful action, omission or delay by the party seeking to rely on a Force Majeure Event pursuant to clause 22);
- (f) collapse of buildings, fire, explosion or accident;

- (g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party or employees of the party seeking to rely on this clause, or companies in the same group as the party seeking to rely on a Force Majeure Event pursuant to clause 22);
- (h) interruption or failure of utility service.

Foreground IPR	means all Intellectual Property Rights in and to all information, data, techniques, know-how, results, inventions, discoveries, software, designs, databases, models and materials (regardless of the form or medium in which they are disclosed or stored) identified, created, discovered, developed or which arise in the course of and pursuant to the Agreement.
Funder(s)	the Department of Transport's Transforming Cities Fund who are providing funding to PCC pursuant to the Funding Agreement(s).
Geofence	a virtual perimeter agreed between PCC and the E-Bike Share Operator within which the E-Bikes must be parked at the end of each User's hire period.
Good Industry Practice	the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company/service within the relevant industry as the E-Bike Share Operator.
Information Totem	an above ground structure providing information and other journey planning services to Users of Mobility Hubs.
Information Totem Operator	the person responsible for operation of the Information Totem.
Insolvency Event	<p>A party suffers an Insolvency Event if:</p> <ul style="list-style-type: none"> a. it suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986; b. it commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or a solvent reconstruction; c. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with its winding up other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or a solvent reconstruction; d. an application is made to court, or an order is made, for the appointment of an administrator, or a notice of

- intention to appoint an administrator is given or an administrator is appointed, over it;
- e. the holder of a qualifying floating charge over its assets has become entitled to appoint or has appointed an administrative receiver;
- f. a person becomes entitled to appoint a receiver over all or any of its assets or a receiver is appointed over all or any of its assets;
- g. a creditor or encumbrancer of it attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- h. any event occurs, or proceeding is taken, with respect to it in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (a) to (g) (inclusive); or
- i. it suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

Intellectual Property Rights

patents, rights to inventions, trademarks, service marks, registered designs, copyrights and related rights, database rights, design rights, rights to use and protect confidential information, in each case whether registered or unregistered, including rights to apply for and be granted applications for any of the above and any continuations, continuations-in-part, divisional applications, renewals or extensions of, and rights to claim priority from, those rights, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above.

Journey Planner/MAAS App

a mobile application which will enable people to plan routes across a range of transport services and providers.

Journey Planner/MAAS App Operator

the person providing and operating the Journey Planner/MAAS App.

Journey Planner/MAAS App Platform

the software platform sitting behind the Journey Planner/MAAS App.

KPIs

the key performance indicators set out in Schedule 2.

Lease

a lease or licence (as applicable) granted by the Landlord to the E-Bike Share Operator in respect of a particular Selected Site, as amended from time to time, in order to enable the E-Bike Share Operator to perform its obligations under this Agreement.

Lease Commencement Date

in respect of the Lease for a particular Selected Site, the date when the Lease for that Selected Site comes into force.

Landlord

[EV Charging Operator/PCC/other landlord]

Management System	the management reporting system as described in Schedule 4.
Member	a User who regularly uses E-Bike and has signed up for membership of the Scheme.
Mobilisation Period	the period between the Commencement Date and the Effective Date
Mobilisation Timetable	the timetable to be agreed in writing between the E-Bike Share Operator and PCC at the start of the Mobilisation Period in accordance with clause 4.3 which governs the timescales and target deadlines for mobilisation of the Scheme.
Mobility Hub	a multi-modal mobility/journey hub designed to offer a variety of transport modes and provide connectivity to public transport networks.
Parking Station	a parking location agreed with PCC where E-Bikes can be located, collected and returned by Users, which may include facilities to charge an E-Bike.
Parking Station Specification	the specification for Parking Stations set out in Schedule 4.
Permitted Recipients	the parties to this Agreement, the employees of each party, any third parties engaged to perform obligations in connection with this Agreement, the Funder and the Landlord.
Permitted Sponsorship	the sponsorship shown on the E-Bikes which shall be approved by PCC in advance acting reasonably.
Plymouth Policy Area	the area over which Plymouth City Council policy has effect.
Proposal	the proposal for the Scheme put forward by the E-Bike Share Operator as part of its tender application to be awarded this Agreement.
Scheme	the E-Bike sharing scheme which the E-Bike Share Operator will provide for at Mobility Hubs and additional virtual Parking Stations agreed with PCC..
Selected Site	a particular site listed in Schedule 1, as amended from time to time in accordance with clause 3.4 which is within the PCC Mobility Hubs site portfolio and at which the E-Bike Share Operator is required to install, operate and maintain a Parking Station and E-Bikes under this Agreement (and all sites listed in Schedule 1 shall together be the " Selected Sites ").
Selected Site Term	has the meaning given to it under clause 3.3.
Services	the services provided by the E-Bike Share Operator under this Agreement, including but not limited to the installation, maintenance and operation of the E-Bike

Scheme, including the App, the Website and the User Charging Services.

Shared Personal Data

the personal data to be shared between the parties under this Agreement. Shared Personal Data shall include but shall not be confined to the following categories of information:

- a. Utilisation of each Parking Station and Parking Stations by any person;
- b. information in respect of payments made in respect of User Charging Services (anonymised where possible);
- c. names and job positions of personnel, employees or agents of the E-Bike Share Operator who attend or are required to provide operation, maintenance or customer service obligations under the Agreement; and
- d. Addresses and postcode areas of Users.

UK Data Protection Legislation

all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation (EU) 2016/679; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

User

a person who uses or (as the context requires) wishes to use an E-Bike and/or a particular Parking Station.

User Charging Services

services by which a User is allowed to use and draw electricity from a Parking Station for the purposes of charging an E-Bike.

Website

the dedicated E-Bike Share Operator's website for the Scheme.

2 Interpretation

- 2.1 Unless otherwise expressly stated, the rules of interpretation set out in this clause 2 apply in this Agreement.
- 2.2 The contents page, headings and sub-headings in this Agreement are for ease of reference only and do not affect the meaning of Agreement.
- 2.3 Words in the singular include the plural and vice versa.
- 2.4 References to one gender include all genders.
- 2.5 Any words following the terms "include" and "including" or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- 2.6 General words do not have a restrictive meaning because they are preceded or followed by specific words indicating a particular type, class or category.

- 2.7 A reference to a person includes an individual, firm, partnership, company, association, organisation or trust (in each case whether or not having a separate legal personality).
- 2.8 A reference to a company includes any company, corporation or any other body corporate (wherever incorporated).
- 2.9 A reference to a clause, paragraph or Schedule is to a clause or paragraph of or schedule to this Agreement and a reference to this Agreement includes its Schedules and appendices.
- 2.10 A reference to legislation is a reference to all legislation having effect in the United Kingdom from time to time, including:
- (a) directives, decisions and regulations of the Council or Commission of the European Union (where this remains applicable to the law of the United Kingdom);
 - (b) Acts of Parliament;
 - (c) orders, regulations, consents, licences, notices and bye laws made or granted:
 - (i) under any Act of Parliament; or
 - (ii) under any directive, decision or regulation of the Council or Commission of the European Union, or
 - (iii) by a local authority or by a court of competent jurisdiction; and
 - (d) any mandatory codes of practice issued by a statutory body.
- 2.11 A reference to particular legislation is a reference to that legislation as amended, modified, consolidated, re-enacted or replaced from time to time and to all subordinate legislation made under it from time to time.
- 2.12 Obligations owed by or to more than one person are owed by or to them jointly and severally.
- 2.13 An obligation of any party not to do something includes an obligation not to cause or allow that thing to be done.
- 2.14 A reference to the consent or approval means the prior consent in writing of the relevant party, signed by or on behalf of the relevant party.
- 2.15 A reference to property includes any part or parts of that property.

3 Commencement and Term

- 3.1 This Agreement shall commence on the Commencement Date and shall continue until the earlier of:
- (a) the termination or expiry of each and every Lease (whether such Leases come into force before, on or after the Commencement Date) that the E-Bike Share Operator has entered into in respect of the Selected Sites; and
 - (b) the end of a period 5 years from the Effective Date, or such extended period in accordance with clause 3.2 below.
- ("Agreement **Term**")
- 3.2 At any time during the first three months of the fourth year of the Agreement Term, PCC may, at its sole discretion, offer to extend the Agreement Term by a further period of up to 3 years. Any such extension shall be subject to the E-Bike Share Operator agreeing to maintain/renew

the E-Bikes, Parking Stations and, where relevant, charging infrastructure, as required to maintain the operational standards required under this Agreement.

3.3 The E-Bike Share Operator's rights and obligations under this Agreement in respect of each Selected Site shall commence upon the Lease Commencement Date and shall continue until the earlier of:

- (a) the expiry or earlier termination of the relevant Lease; and
- (b) termination of the application of the Agreement to the relevant Selected Site in accordance with the terms of this Agreement.

("Selected Site Term")

3.4 The parties may agree, in writing, to vary the Selected Sites (including, for the avoidance of doubt, adding to, removing or substituting the sites comprising the Selected Sites). In the event that the parties agree to remove a particular site from the Selected Sites, the terms of this Agreement shall cease to apply to that particular site from the date agreed by the parties.

3.5 During the first five years of the Agreement Term, the E-Bike Share Operator shall have a right of first refusal for all additional locations for PCC Mobility Hubs which are confirmed after the date of this Agreement.

4 Mobilisation and testing

4.1 The parties acknowledge and agree that the E-Bike Share Operator is not expected to be able provide E-Bikes or User Charging Services on the Commencement Date and that the detail of the Services, including, for example, the Mobilisation Timetable, will be agreed during the Mobilisation Period.

4.2 The E-Bike Share Operator will arrange and attend a meeting to discuss the Services within two weeks of the Commencement Date. At this meeting the E-Bike Share Operator will outline its proposed programme for the roll out of the E-Bikes and Parking Stations, introduce key personnel and liaise with PCC regarding all aspects of design and delivery.

4.3 The parties will use all reasonable endeavours to agree the Mobilisation Timetable within 10 weeks of the Commencement Date. The parties will act reasonably and in good faith when discussing and seeking to reach agreement on the Mobilisation Timetable and any modification to this which may become necessary from time to time and, in particular, will not unreasonably withhold or delay its approval of proposals made by another party for these purposes.

4.4 During the Mobilisation Period and in accordance with the timescales set out in the Mobilisation Timetable the E-Bike Share Operator will:

- (a) Order the E-Bikes and necessary infrastructure, including where applicable charging infrastructure for Parking Stations on behalf of PCC as well as all necessary spare parts;
- (b) Check all E-Bikes and Parking Stations have adequate warranties;
- (c) Design and implement the Management System;
- (d) Design and test all aspects of the Scheme;
- (e) In conjunction with PCC and the EV Charging Operator, confirm the maintenance and redistribution requirements and any changes required to accommodate these in clauses 8 and 15;
- (f) Finalise and agreed the KPIs with PCC;

- (g) Develop a marketing plan and commence marketing of the Scheme;
- (h) Arrange and carry out a trial of the Scheme no later than 2 weeks before the Effective Date;
- (i) Agree with PCC, any relevant PCC appointed contractor and the EV Charging Operator the locations of the Parking Stations
- (j) Undertake public consultation events
- (k) Develop and launch the Website and the App
- (l) Complete testing no later 30 days before the Effective Date, which shall include but shall not be limited to:
 - (i) Testing all E-Bikes for roadworthiness and readiness for use;
 - (ii) Locking / unlocking of E-Bikes;
 - (iii) Functionality of Parking Stations;
 - (iv) Location of E-Bikes;
 - (v) Registration of Users;
 - (vi) Facilitation of payments;
 - (vii) The App and the Website, including the booking system and the security of both the App and the Website;
 - (viii) Logging of maintenance issues;
 - (ix) Automated time to execute tests for each webpage and the App;
 - (x) User testing to understand narrative flow to ensure Website and App usability;
 - (xi) Testing of transaction systems to ensure smooth payment operations.

5 Provision of E-Bikes

- 5.1 The E-Bike Share Operator will provide a minimum of 390 E-Bikes for use as part of the Mobility Hubs. The E-Bikes will be rolled out in phases between March 2023 and March 2024, as shall be agreed in the Mobilisation Timetable.
- 5.2 For the avoidance of doubt, all E-Bikes are, unless otherwise specifically agreed in writing by PCC to the contrary, to be of a type that is consistent and compliant with the particular requirements required by PCC, including as set out in:
 - (a) the E-Bike Specification at Schedule 2;
 - (b) the Proposal; and
 - (c) the Mobilisation Timetable.
- 5.3 The E-Bike Share Operator shall ensure that title to the E-Bikes and Parking Stations, and all relevant product warranties for the same, shall be held and shall continue to be held by PCC.

6 Installation of Parking Stations

- 6.1 Where the parties agree that the E-Bike Share Operator will install physical Parking Stations at a Selected Site, the E-Bike Share Operator will be responsible for the design, provision, installation and operation of each Parking Station, including, where applicable, any E-Bike charging infrastructure, and perform the Services in relation thereto at its own cost and risk in accordance with the standards and service levels (including the KPIs) set out under this Agreement.
- 6.2 The Parties agree and understand that the overriding objective for installation of Parking Stations and provision of E-Bikes across all Selected Sites is that the roll-out is to be completed as soon as reasonably practicable, and in accordance with the Mobilisation Timetable, whilst ensuring that relevant works and Services at any Selected Site are scheduled in such a way as to fit in with and to minimise any disruption to the EV Charging Operator, other operators providing services as part of the Mobility Hub and the general public using the Mobility Hubs.
- 6.3 PCC and the E-Bike Share Operator will act reasonably and in good faith when discussing and seeking to reach agreement on the Mobilisation Timetable and any modification to this which may become necessary from time to time and, in particular, will not unreasonably withhold or delay its approval of proposals made by the other party for these purposes, having regard to the overriding objective set out in clause 6.2 above.
- 6.4 At a reasonable time (having regard to the Mobilisation Timetable) prior to installation of any Parking Station at any Selected Site and in any event no less than 3 calendar months prior to the proposed commencement of installation works and Services, the E-Bike Share Operator will provide a report to PCC and the EV Charging Operator and, where required by PCC and/or the EV Charging Operator, the Landlord, setting out the relevant installation details for approval by PCC and the EV Charging Operator, in the form required by PCC (the "**Installation Overview**").
- 6.5 PCC and the EV Charging Operator will, acting reasonably, respond with their respective approval or rejection or request for changes in respect of the Installation Overview as soon as reasonably practicable.
- 6.6 For the avoidance of doubt, all Parking Stations are, unless otherwise specifically agreed in writing by PCC to the contrary, to be of a type that is consistent and compliant with the particular requirements required by PCC, including as set out in:
- (a) the Parking Station Specification at Schedule 3;
 - (b) the Proposal;
 - (c) the relevant final approved Installation Overview; and
 - (d) the Mobilisation Timetable.
- 6.7 The E-Bike Share Operator will use all reasonable endeavours, acting in accordance with Good Industry Practice and the standards set under this Agreement, to ensure that all necessary works are carried out and completed, and all other necessary steps taken, in order for:
- (a) the relevant Parking Station to be installed, commissioned and brought into operation; and
 - (b) E-Bikes to be brought into operation
- as soon as is reasonably practicable in accordance with the agreed Mobilisation Timetable.

- 6.8 On the second Business Day of each month, the E-Bike Share Operator shall provide PCC and the EV Charging Operator with monthly progress reports in relation to each Selected Site setting out the progress of installation and commissioning of the Parking Stations and E-Bikes at each Selected Site, including but not limited to information on: what requirements and works have been fulfilled, what requirements, works and activities are ongoing and who is responsible for such works or activities, any delays or prospective delays to total installation and/or commissioning of the relevant Parking Stations and/or roll out of E-Bikes or any one of them.
- 6.9 In accordance with clause 23, PCC and the EV Charging Operator will be entitled to review the progress of the E-Bike Share Operator quarterly with respect to the roll-out of Parking Stations and E-Bikes at the Selected Sites. In the event that the E-Bike Share Operator is not, in the reasonable opinion of PCC, (taking into account the Mobilisation Timetable, monthly reports and PCC's reasonable instructions given to the E-Bike Share Operator in the previous quarter(s) and requirements under its Funding Agreements) making satisfactory progress in relation to such roll-out, or in any event a Selected Site or Selected Sites have not achieved deadlines set out in the Mobilisation Timetable, PCC will be entitled to terminate the terms of the Agreement in relation to all Selected Sites where installation and commissioning of the Parking Stations (where relevant) and/or roll out of E-Bikes have not occurred.
- 6.10 PCC will be entitled to remove any particular sites as a Selected Site where either: (a) the installation of a Parking Station and/or roll out of E-Bikes (as applicable) has not commenced at that site; or (b) a Lease has not yet been entered into in respect of that site, such that the Agreement shall no longer apply to those sites as regards, provided that PCC shall be entitled to exercise this right in respect of any particular Selected Site no earlier than:
- (a) 12 months after the commencement of the relevant Lease (where a Lease has been entered into in respect of the relevant Selected Site); or
 - (b) 12 months after the commencement of the Agreement Term (where a Lease in respect of a Selected Site has not yet commenced).
- 6.11 For the avoidance of doubt, the effect of any removal of a site from the Selected Sites is that the Agreement will remain in force as regards all other Selected Sites, but there will be no obligation on PCC or the EV Charging Operator to allow the E-Bike Share Operator to install any further Parking Stations or E-Bikes at sites that have been removed from the Selected Sites, whether or not the relevant Leases had commenced in relation to them.
- 6.12 For the avoidance of doubt, title and risk in the Parking Stations shall be held and continue to be held by the E-Bike Share Operator unless the parties enter into a separate written asset transfer agreement in respect thereof.
- 6.13 All parts of the Parking Station (including replacement parts) shall be in pristine, new condition.
- 6.14 Where Parking Stations are controlled by a Geofence the E-Bike Share Operator must ensure that Users are only able to end the rental period at Parking Stations within the Geofence.

7 Electricity Supply

- 7.1 In respect of each Selected Site which includes electric vehicle charging infrastructure during the relevant Selected Site Term, the EV Charging Operator shall be responsible (subject to clause 7.3 below) at its own cost for:
- (a) the purchase and maintenance of electricity required for the operation of the Mobility Hub, including the Parking Stations;
 - (b) providing connection of any E-Bike charging outlets into the existing Mobility Hub cabling /ducting provision and grid supply;

- 7.2 In respect of each Selected Site which does not include electric vehicle charging infrastructure during the relevant Selected Site Term, PCC shall be responsible (subject to clause 7.3 below) at its own cost for:
- (a) the purchase and maintenance of electricity required for the operation of the Mobility Hub, including the Parking Stations;
 - (b) providing connection of any E-Bike charging outlets into the existing Mobility Hub cabling /ducting provision and grid supply;
- 7.3 For each Parking Station, consumption of electricity will be determined by a separate meter at each Selected Site and the EV Charging Operator/PCC (as applicable) shall invoice the E-Bike Share Operator for the electricity consumed for the charging of E-Bikes on a monthly basis.
- 7.4 The E-Bike Share Operator will ensure all invoices from the EV Charging Operator or PCC (as applicable) are paid within twenty-eight (28) days of the date of the invoice. If the E-Bike Share Operator fails to make any payment by such due date without reasonable excuse then, without prejudice to any other right or remedy available to the EV Charging Operator or PCC (as applicable), the EV Charging Operator or PCC (as applicable) may charge the E-Bike Share Operator interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%. Part of a month shall be treated as a full month for the purpose of calculating interest.

8 Operation and Maintenance Services

- 8.1 Once a minimum of ten Parking Stations have been properly installed and commissioned, the E-Bike Share Operator shall:
- (a) commence and continue to provide the E-Bikes;
 - (b) commence and continue to provide the User Charging Services via commissioned Parking Station which incorporate E-Bike charging infrastructure; and
 - (c) operate and maintain each Parking Station and E-Bike (including by way of responding to and remedying any Faults) in accordance with the standards, obligations and KPIs (including the KPIs) set out under the Agreement as well as any relevant Covid-19 Government guidance,
- for the remainder of the Selected Site Term.
- 8.2 As part of the Services, the E-Bike Share Operator, at its cost, carry out planned maintenance of the Parking Stations and E-Bikes in accordance with the relevant KPIs in Schedule 2.
- 8.3 Where any PCC personnel or EV Charging Operator personnel become aware of any Fault or any other occurrence at a Site which is likely to interfere with the operation of an E-Bike or Parking Station in accordance with the relevant standards, the E-Bike Share Operator will be notified of this promptly in accordance with communication protocols agreed between the parties for these purposes.
- 8.4 The E-Bike Share Operator will provide a facility on the App and the Website for Users to report any faults or issues with an E-Bike or Parking Station.
- 8.5 Subject to the exercise by PCC of rights referred to in clause 27 in respect of remedying E-Bike Share Operator breaches, PCC and the EV Charging Operator will not, and will use all reasonable endeavours to ensure that their respective employees, agents and contractors

(other than the E-Bike Share Operator itself) do not, without the E-Bike Share Operator's prior written consent, operate, dismantle, modify, remove or attempt maintenance of, or otherwise tamper with or interfere with, any E-Bike or Parking Station.

- 8.6 Where the E-Bike Share Operator receives notification of a faulty E-Bike or Parking Station, or where the E-Bike Share Operator itself identifies that an E-Bike or Parking Station fails to meet the standards and/or KPIs set by this Agreement the E-Bike Share Operator will promptly, and in any event within the timescales for fault response set out in the KPIs:

- (a) repair the Fault; or
- (b) where the Fault cannot be rectified at a reasonable cost, remove the faulty E-Bike or Parking Station and provide a replacement.

at the E-Bike Share Operator's own cost, excepting where such damage or failure has occurred as a direct result of the gross negligent actions or omissions of the Landlord in which case the Landlord shall continue to be responsible for the repair, maintenance and replacement but this shall be at the Landlord's cost.

- 8.7 When undertaking any inspection, checks or maintenance activities the E-Bike Share Operator will:

- (a) install temporary security signage and barriers where such activity could reasonably be expected to create a hazard or disruption at the Mobility Hub;
- (b) document the procedures, frequency and results of all error messages, incidence of Fault and all maintenance and cleaning activity in a maintenance log book;
- (c) leave the Selected Site, E-Bikes and the Parking Stations in a suitable and safe condition.

- 8.8 The E-Bike Share Operator will maintain a sufficient stock of E-Bikes and spare parts for the E-Bikes and Parking Stations which it can use to help ensure that it meets the 90% E-Bike availability KPI.

- 8.9 The E-Bike Share Operator will be responsible for monitoring the use of E-Bikes to ensure appropriate and responsible behaviours by Users and take reasonable actions to encourage Users to use the E-Bikes safely and responsibly.

9 Availability

- 9.1 All installed Parking Stations and E-Bikes will be made available to the general public for use 24 hours a day, 7 days a week, 365 days a year subject to any specific site restrictions which apply to any particular Selected Site (as set out in the relevant Lease) or any specific maintenance obligations which prevent the E-Bike Share Operator from doing so.

- 9.2 The E-Bike Share Operator will establish a strategy for relocation of E-Bikes to alternative Mobility Hubs to ensure that:

- (a) KPIs can be maintained;
- (b) User demand for E-Bikes can be satisfied at each Mobility Hub; and
- (c) environmental impacts of relocation are kept to a minimum.

10 Theft and Vandalism

- 10.1 The E-Bike Share Operator takes full responsibility for minimising and managing any issues of theft, vandalism and recovery of abandoned E-Bikes.

- 10.2 The E-Bike Share Operator must ensure that it has measures in place to encourage safe parking and ensure that E-Bikes are left in Parking Stations.
- 10.3 The E-Bike Share Operator shall inform PCC and the police as soon as reasonably practicable following an incident of theft, vandalism or abandonment of an E-Bike, and shall submit individual crime reports for each incident within 24 hours of being informed of the incident.
- 10.4 Where an E-Bike has been lost or stolen and is unable to be recovered the E-Bike Share Operator shall promptly provide a replacement E-Bike which meets or exceeds the E-Bike Specification so that number of E-Bikes provided under this Agreement remains at the agreed level.
- 10.5 Where an E-Bike has been vandalised clause 10.4 shall apply in respect of repair of such E-Bike.

11 Pricing and Payment for use of E-Bikes

- 11.1 The E-Bike Share Operator shall ensure that:
- the tariff options for the hire of E-Bikes are attractive to both regular and one-off Users, whilst being set to maximise revenue through usage; and
- (a) pricing is made clear to Users at the time of booking.
- 11.2 The E-Bike Share Operator may add additional tariffs during the term of this Agreement, with the prior written approval of PCC, such approval not to be unreasonably withheld or delayed.
- 11.3 The E-Bike Share Operator will, following relevant referrals from local GPs, offer free E-Bike use for up to 30 people per year. Such use shall be for a period of 3months, up to a maximum of 100 hours, per person.
- 11.4 The E-Bike Share Operator shall be responsible for recovering all payments from Users and bears the risk of any shortfall or lost income.
- 11.5 PCC will review tariffs set by the E-Bike Share Operator annually.

12 User Support

- 12.1 The E-Bike Share Operator will create and maintain two separate customer service lines via the App, the Website and telephone in respect of each Selected Site (one for Users and one for PCC and the EV Charging Operator) in order to address questions, queries or deal with issues experienced with the Parking Stations and/or E-Bikes by Users and/or PCC and/or the EV Charging Operator as appropriate. Such service lines shall be manned by personnel during Business Hours and the E-Bike Share Operator will provide a response to any queries raised on the App or Website service lines within at least 48 hours of receipt. The availability of the User customer service line shall be clearly marked at each Parking Station for User convenience. The service line for PCC and EV Charging Operator shall be manned directly by a member of the E-Bike Share Operator's key personnel.
- 12.2 The E-Bike Share Operator shall be responsible for setting out a clear complaints procedure for Users. The E-Bike Share Operator shall display its complaints policy on the Website and on the App, to include the procedure by which Users can raise complaints and contact details of both PCC and CoMoUK.
- 12.3 The E-Bike Share Operator shall provide quarterly reports to PCC detailing any complaint received, the steps taken to address it and any corrective actions to prevent similar complaints.

13 Communications and Marketing

- 13.1 The E-Bike Share Operator must create a marketing and communications plan which outlines promotional activity planned during the Mobilisation Period in order to maximise interest and publicity of the Scheme in advance of the Effective Date. Such plan shall include actively engaging with businesses and local communities
- 13.2 The E-Bike Share Operator shall be responsible for the day-to-day promotion of the E-Bikes, including leading any marketing and communications activity.
- 13.3 All marketing material used by the E-Bike Share Operator shall:
- (a) Include, as a minimum, PCC's logo, Mobility Hub branding and the logos of any other relevant Mobility Hub operators;
 - (b) be approved in advance by PCC, such approval not to be unreasonably withheld or delayed; and
 - (c) comply with PCC's corporate policy, guidelines and protocols (copies of which will be provided to the E-Bike Share Operator on request).
- 13.4 The E-Bike Share Operator shall provide PCC with details of how marketing and communication activity will be monitored and evaluated in line with targets to increase use of the E-Bikes.

14 Requirements for the App and the Website

- 14.1 The E-Bike Share Operator will be responsible for developing, maintaining, managing and updating the necessary ICT infrastructure including telecommunications and operational systems, the App and the Website (including the online payment system). The App and the Website will provide information on the Scheme and enable Users to pay for the use of an E-Bike.
- 14.2 The Website and the App shall include the following information and capabilities:
- (a) user guides on
 - (i) how the Scheme operates
 - (ii) how E-Bikes and Parking Stations can be accessed
 - (iii) how and where to park E-Bikes;
 - (b) information encouraging the safe use of the E-Bikes, including the use of helmets
 - (c) accurate mapping of E-Bike locations;
 - (d) real time information on E-Bike availability;
 - (e) terms and conditions for use of the E-Bikes;
 - (f) details of the pricing structure and tariffs, and payment requirements.
- 14.3 The App shall be available for smartphone on the iOS and Android platforms and kept updated during the term of this Agreement to maintain compatibility with the current and previous major versions of the operating system for these platforms so as not to exclude Users with older smartphone devices.

- 14.4 The E-Bike Share Operator must ensure that sufficient and adequate malware and other security measures are implemented and maintained in respect of all software in the App.
- 14.5 In addition to the obligations in respect of data protection set out in clause 18, the operating systems for the App and the Website must comply with all relevant data protection, information security and sharing and payment card industry standards and regulations that are applicable to the delivery of the Scheme.
- 14.6 The E-Bike Share Operator acknowledges and agrees that PCC has ambitions to provide a journey planner mobility as a service ("MAAS") offering to enable people to plan routes across a range of transport services and providers. The E-Bike Share Operator agrees that, when required to do so, it shall take all reasonable steps to ensure that the Scheme and the App are fully integrated with the Journey Planner/MAAS Platform and the Journey Planner/MAAS App.

15 Service Standards

- 15.1 The E-Bike Share Operator shall provide its obligations and Services under this Agreement in accordance with Good Industry Practice and in doing so shall:
- (a) comply with all applicable laws, grid requirements, industry standards and codes;
 - (b) make good, to the reasonable satisfaction of PCC and the Landlord, any damage caused to a Selected Site in the course of the E-Bike Share Operator carrying out any of its rights, obligations or otherwise, in undertaking any activities under the Agreement;
 - (c) perform all Services and obligations in an efficient, professional manner and with due care and utmost diligence, as promptly as is practicable and in line with any and all applicable KPI response time requirements, including in response to reasonable requests made by PCC or the EV Charging Operator within the scope of this Agreement;
 - (d) take all reasonable steps to ensure a clear and consistent User experience across the various Mobility Hubs;
 - (e) diligently comply with all reasonable requirements, instructions or directions communicated by PCC or the EV Charging Operator (except only where to do so would require the E-Bike Share Operator to materially breach the terms of this Agreement or applicable law); and
 - (f) minimise disruption to PCC, the Landlord, the EV Charging Operator and any other operators providing services at Selected Sites.
- 15.2 The E-Bike Share Operator will ensure that each E-Bike and Parking Station:
- (a) complies with all applicable laws and grid requirements and with any other minimum functionality or performance requirements set out in the applicable Lease, this Agreement or subsequently agreed functionality and performance requirements;
 - (b) is fit for purpose, of satisfactory quality, CE marked (where applicable) and free from defects in design, materials and workmanship;
 - (c) is new at the point of installation or roll out (as applicable); and
 - (d) is not the subject of any security interest or adverse title, other than any security interest approved by PCC (not to be unreasonably withheld or delayed).
- 15.3 The E-Bike Share Operator shall:

- (a) obtain and maintain in force (or where applicable, procure that others obtain and maintain) during the continuance of the Agreement Term all licences, permits and consents which are necessary for the provision of the Services and the E-Bike Share Operator's obligations under this Agreement (excepting planning permissions and section 50 Highways Licences which shall be the responsibility of PCC and the EV Charging Operator), achievement of the KPIs and the timetables set by the parties (including the Mobilisation Timetable) and shall perform its Services and obligations in accordance with the same;
 - (b) ensure that, throughout the Agreement Term it has the right to perform the Services and obligations imposed on it under this Agreement;
 - (c) commit and deploy sufficient resources (including materials, equipment, services, financial, administrative and personnel) in order to fulfil the Services and obligations under this Agreement promptly, effectively and in accordance with the requirements and standards required of it under this Agreement;
 - (d) ensure that it co-operates at all times with all other parties engaged by or with PCC or the EV Charging Operator in relation to the development of the Mobility Hubs (including the Funder, Landlords, Information Totem Operator, Car Club Operator, Journey Planner/MAAS App Operator, contractors responsible for the design and/or construction of the Mobility Hubs and all relevant third parties) and shall perform its obligations and Services in accordance with all reasonable directions issued by PCC or the EV Charging Operator (and/or PCC's nominee(s)).
- 15.4 All Services and obligations of the E-Bike Share Operator under this Agreement shall be undertaken by properly authorised, experienced, qualified and, where relevant, certified personnel. The E-Bike Share Operator shall remain responsible for all acts and breaches committed by any of its personnel, agents, representative or contractors pursuant to this Agreement.
- 16 KPIs**
- 16.1 The E-Bike Share Operator shall meet or exceed all KPIs.
- 16.2 The KPIs will be reviewed by PCC six months after the Effective Date and may subsequently be amended subject to the E-Bike Share Operator and PCC agreeing such amendments in writing.
- 16.3 The E-Bike Share Operator shall retain records, communications and documents in relation to its responses to queries, issues, performance of Services, responses to Faults and any other event for which a KPI applies during the Agreement Term, including receipt and response times, manner of communications, records of any information or documents requested and shall keep such records and materials available for review by PCC and its auditors during the Agreement Term and for a period of (2) years thereafter.
- 16.4 The E-Bike Share Operator shall prioritise all communications, Faults and Services based on the response times and requirements specified within the KPIs or, where no urgency level has been expressly assigned to it, the E-Bike Share Operator shall prioritise based on its reasonable assessment of the urgency level of the event or circumstances.
- 16.5 The parties may, on a case-by-case basis, agree in writing to a reasonable extension or amendment to any particular response or responses attributable to the KPIs.
- 16.6 The E-Bike Share Operator shall, acting in good faith, provide PCC with summary management reports in electronic format on a monthly basis, setting out its performance in respect of KPIs.
- 16.7 Persistent breach by the E-Bike Share Operator of KPIs shall be considered a material breach of this contract for the purposes of Clause 27 (Suspension and Termination) of this Agreement.

17 Management Information

- 17.1 The E-Bike Share Operator shall provide a Management System for the duration of this Agreement in accordance with Schedule 4.

18 Data Protection

- 18.1 The E-Bike Share Operator shall implement appropriate technical and organisational security measures designed to protect the security of any personal and other information and data collected and/or processed from Users.
- 18.2 The E-Bike Share Operator will ensure that it has in place and maintains a clear and comprehensive privacy policy which has been approved by PCC. Upon PCC's approval of the E-Bike Share Operator's privacy policy, the E-Bike Share Operator shall make it available online for review by any Users and members of the public at all times. Such privacy policy shall set out the information collected at the Parking Stations, via the GPS on the E-Bikes and via the App or Website, how it is used, why it is collected, who it is shared with, how long it is retained, measures taken to ensure the information is kept safe and what rights Users have in relation to it. The E-Bike Share Operator will comply with its privacy policy throughout the Agreement Term.
- 18.3 Each party acknowledges that one party will be a Data Discloser and will regularly disclose to the other parties Shared Personal Data collected by the Data Discloser for the Agreed Purposes.
- 18.4 Each party shall comply with all the obligations imposed on a controller under the UK Data Protection Legislation, and any material breach of the UK Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the another party, give grounds to such other party to terminate its involvement in this Agreement with immediate effect. In such an event the Agreement would remain effective for the two remaining parties, unless the terminating party is the E-Bike Share Operator in which case the whole Agreement would terminate.
- 18.5 Each party shall:
- (a) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
 - (b) give full information to any data subject whose personal data may be processed under this Agreement of the nature of such processing. This includes giving notice that, on the termination of this Agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
 - (c) process the Shared Personal Data only for the Agreed Purposes;
 - (d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
 - (e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this Agreement;
 - (f) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other parties, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data including but not limited to measures to ensure that:

- (i) any systems used to process personal data are fully tested and accredited by an authorised company on an annual basis;
 - (ii) any systems used have proactive monitoring in place to identify any breach proactively and
 - (iii) there is a procedure in place to secure and supply any audit information or log files associated with any breach;
- (g) not transfer any personal data received from the Data Discloser outside the European Economic Area unless the transferor:
- (i) complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and
 - (ii) ensures that:
 - (A) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the GDPR; or
 - (B) there are appropriate safeguards in place pursuant to Article 46 GDPR; or
 - (C) binding corporate rules are in place; or
 - (D) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

18.6 Each party shall assist the others in complying with all applicable requirements of the UK Data Protection Legislation. In particular, each party shall:

- (a) consult with the other parties about any notices given to data subjects in relation to the Shared Personal Data;
- (b) promptly inform the other parties about the receipt of any data subject access request;
- (c) provide the other parties with reasonable assistance in complying with any data subject access request;
- (d) not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other parties wherever possible;
- (e) assist the another party, at the cost of such other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the UK Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the other parties without undue delay on becoming aware of any breach of the UK Data Protection Legislation;
- (g) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this Agreement unless required by law to store the personal data;
- (h) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;

- (i) maintain complete and accurate records and information to demonstrate its compliance with this clause 18 and allow for audits by the other parties or the other parties' designated auditor; and
- (j) provide the other parties with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the UK Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the UK Data Protection Legislation.

18.7 Each party shall indemnify the others against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the UK Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

19 Provision of information

19.1 PCC and the EV Charging Operator will provide such information and other co-operation as the E-Bike Share Operator may reasonably request for the purposes of complying with its obligations under this Agreement, including in relation to the installation, roll out and subsequent operation and maintenance of Parking Stations and E-Bikes. This includes information relating to access details and key points of contact. However, it would not be considered reasonable for these purposes for the E-Bike Share Operator to request that PCC or the EV Charging Operator do anything that would require PCC or the EV Charging Operator to incur any external cost (including the cost of engaging any contractor or consultant) unless the E-Bike Share Operator agrees to reimburse such costs.

20 Payments

20.1 PCC has secured a capital grant from the Department of Transport as part of the Transforming Cities Fund. The funding will be used for the purchase of E-Bikes, Parking Stations and E-Bike charging infrastructure (if required). Except where expressly provided for under this Agreement or separately agreed in writing by the parties, the E-Bike Share Operator must cover all costs of the Scheme and is fully responsible for identifying and securing any additional revenue funding that may be required during the Agreement Term.

20.2 The E-Bike Share Operator shall be entitled to generate revenue from the use of E-Bikes and Parking Stations by way of the provision of User Charging Services in accordance with the obligations and restrictions under this Agreement.

20.3 The E-Bike Share Operator shall be entitled to generate revenue from sponsorship shown on the E-Bikes by way of the provision of Permitted Sponsorship in accordance with the obligations and restrictions under this Agreement. No advertising is permitted at Parking Stations or on any other fixed infrastructure.

21 Liability & Insurance

21.1 The E-Bike Share Operator will indemnify PCC and the EV Charging Operator against any third-party claims (including User claims) arising out of or connected to the Services (including the installation, operation, maintenance or use of any E-Bike or Parking Station), provided that:

- (a) the E-Bike Share Operator shall be entitled to recover from PCC any amount paid to PCC under this indemnity to the extent that any such amounts were caused by the wilful misconduct or negligence by PCC or any of its personnel and/or any breach of this Agreement by PCC;

- (b) the E-Bike Share Operator shall be entitled to recover from the EV Charging Operator any amount paid to the EV Charging Operator under this indemnity to the extent that any such amounts were caused by the wilful misconduct or negligence by the EV Charging Operator or any of its personnel and/or any breach of this Agreement by the EV Charging Operator; and
 - (c) the E-Bike Share Operator will have the right to take over the conduct of any third party claim of this kind, subject to obtaining prior approval from PCC or the EV Charging Operator (as applicable) (not to be unreasonably withheld or delayed) before agreeing any settlement.
- 21.2 No party (the "defaulting party") will be liable for any indirect or consequential economic loss or loss of business, revenue or opportunity which another party suffers as a result of any negligence or breach by the defaulting party.
- 21.3 Where a party suffers loss (other than loss excluded by clause 21.2) as a result of any negligence or breach by another party (the defaulting party), the defaulting party's liability for that loss will be limited as follows:
 - (a) where the E-Bike Share Operator is the defaulting party, no limitation will apply in respect of its liability to indemnify PCC or the EV Charging Operator in respect of any third party claim as referred to in clause 21.1;
 - (b) for loss in respect of physical damage to property, liability will be limited to £5 million per occurrence or series of related occurrences;
 - (c) for any other loss, liability will be limited to £5 million per occurrence or series of related occurrences.
- 21.4 Each party will be required to maintain appropriate third-party liability insurance with a level of cover not less than £5 million per occurrence or series of related occurrences. The E-Bike Share Operator will additionally maintain appropriate insurance in respect of damage to or destruction of each Parking Station and E-Bike with a level of cover that is sufficient to cover the full replacement/reinstatement cost of each Parking Station and E-Bike.
- 21.5 To the extent that any insurance policy premium of the Landlord, EV Charging Operator or PCC is, as a result of the installation and operation of the Parking Stations and E-Bikes at the Selected Sites (or any one of them), increased by the relevant insurance provider, the E-Bike Share Operator shall be responsible to pay PCC, the Landlord or the EV Charging Operator (as applicable) the additional cost increase to such insurance policy or policies.
- 21.6 Nothing in this Agreement is intended to limit or exclude a party's liability in respect of:
 - (a) death or personal injury;
 - (b) fraud or fraudulent misstatement;
 - (c) anything which by law cannot be limited or excluded.

22 Force Majeure

- 22.1 Subject to clause 22.4 and provided it has complied with 22.2, if a party ("**Affected Party**") is prevented, hindered or delayed from performing any of its obligations under this Agreement by a Force Majeure Event the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 22.2 The Affected Party shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event but no later than 2 days from its start, notify the other parties in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement; and
 - (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 22.3 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 12 weeks in respect of any particular Selected Sites, PCC may elect to remove the relevant site affected by the Force Majeure as a Selected Sites by giving written notice to the other parties, or where the Force Majeure event affects all Selected Sites, terminate the Agreement, by giving 2 weeks' written notice to the other parties.
- 22.4 The E-Bike Share Operator warrants that:
 - (a) on the Commencement Date it is aware of events which have been or continue to occur which could be construed to be a Force Majeure Event but that it has taken all reasonably practicable steps to ensure that there will be no negative effect or non-performance of the Agreement as a result of any such event; and
 - (b) as such, any such event set out under sub-clause 22.4(a) which continues or return at or after the Commencement Date shall not be considered to be a Force Majeure Event for the purposes of this Agreement.

The parties agree that the above warranty includes and relates to, without limitation, the Coronavirus disease (also known as COVID-19) and circumstances in which the effect of Coronavirus would have the effect of preventing the E-Bike Share Operator's ability to source resources and perform its obligations under this agreement.

- 22.5 For the avoidance of doubt the E-Bike Share Operator's responsibility for responding to and fixing Faults and undertaking repairs, replacements and maintenance of the Parking Stations and E-Bikes at its own cost shall include circumstances where the need for such remedy, repair or replacement has been caused by a Force Majeure Event.

23 Meetings and Amendments

- 23.1 The parties shall meet within two weeks of each Quarter Day (or such other frequency of meetings required by PCC) ("**Check-in Meeting**"). To fulfil the objectives of this clause each party shall ensure that the Check-in Meeting is attended by the appropriate people in order to efficiently discuss the operation and management of the Services. The objectives of the Check-In Meeting are to:
 - (a) inform PCC of any other material progress or delays;
 - (b) review the E-Bike Share Operator's performance against KPIs; and
 - (c) present the latest Quarterly Report, a copy of which shall be provided to PCC one week in advance of the scheduled meeting.

- 23.2 The E-Bike Share Operator shall also provide an annual report which shall be submitted to PCC within 5 Business Days of 31 March in each year which shall collate the information provided in the Quarterly Report to give annual figures and include a section on lessons learned during that year.

24 Compliance with Instructions

During the Agreement Term the E-Bike Share Operator shall follow the reasonable guidelines and instructions issued by PCC and/or the EV Charging Operator in relation to the Services

and obligations under this Agreement where such instructions or guidance are reasonably connected to the Agreement and would not cause a conflict with or breach of any applicable laws.

25 PCC's Rights of Remediation

25.1 In the event of any breach by the E-Bike Share Operator (including a failure to comply with relevant KPIs in respect of the fixing of Faults), PCC will have the right to provide a warning notice to the E-Bike Share Operator requiring it to remedy the breach or Faults within a reasonable timeframe (taking into account the severity of the breach and requirement for action) as specified by PCC in its warning notice. If the E-Bike Share Operator fails to remedy such Fault within the timeframe given, PCC will have the right to liaise with the relevant Landlord to secure rights of access and pursuant to that may:

- (a) access the relevant Selected Site and take remedial action itself, or procure that a third-party alternative operator undertakes such remedial action to fix a relevant breach or Fault or perceived hazard; and
- (b) recover from the E-Bike Share Operator any costs reasonably incurred by PCC in taking such action, including reasonable costs incurred in engaging a third party to fix a relevant Fault, breach or perceived hazard; and
- (c) in no circumstances shall PCC be liable to the E-Bike Share Operator for any breach of the E-Bike Share Operator's insurance, warranties, guarantees or third-party agreements as a result of PCC taking such action.

25.2 Where PCC wishes to exercise rights referred to above, the E-Bike Share Operator will provide such reasonable support as PCC may request for these purposes.

26 Exit Strategy

26.1 The E-Bike Share Operator shall have a clearly defined exit strategy which covers removal of E-Bikes and all fixed on-street assets, where requested by PCC (including E-Bike charging infrastructure at Parking Stations) and making good of all highway infrastructure ("**Exit Strategy**").

26.2 Following a request to remove the E-Bikes or on-street assets by PCC, the E-Bike Share Operator and PCC shall agree a timescale for removal.

26.3 The E-Bike Share Operator shall bear all costs associated with the Exit Strategy.

26.4 For the avoidance of doubt, PCC shall hold no responsibility for any costs associated with the Exit Strategy.

27 Suspension and Termination

27.1 If PCC reasonably considers that:

- (a) the E-Bike Share Operator has committed a material breach of this Agreement (including in respect of any one or more Selected Sites); and/or
- (b) there is a material risk of damage to PCC's reputation or goodwill by continuing with the Agreement in respect of any or all Selected Sites,

PCC may, at its sole discretion, by giving written notice to the E-Bike Share Operator and the EV Charging Operator, suspend the E-Bike Share Operator's provision of the Services (including the E-Bike Share Operator's installation, operation and maintenance of the Parking Station) at the affected Selected Site(s) for a reasonable period of time while PCC investigates and considers the most appropriate course of action.

27.2 Without prejudice to any other rights and remedies available to any party under the Agreement:

- (a) PCC may terminate this Agreement in respect of any or all of the Selected Site(s) immediately on notice in the event that there has been a material breach of this Agreement by the E-Bike Share Operator which is not capable of remedy or, being capable of remedy, has not been remedied by the E-Bike Share Operator within either the timeframe for remedy set by PCC under this Agreement or, where not stipulated, within twenty Business Days;
- (b) PCC may terminate this Agreement in its entirety immediately in the event that:
 - (i) there has been a material breach or breaches of this Agreement by the E-Bike Share Operator which is not capable of remedy or, being capable of remedy, has not been remedied by the E-Bike Share Operator within either the timeframe for remedy set by PCC under this Agreement or, where not stipulated, within twenty Business Days in each case;
 - (ii) subject to clause 28, the E-Bike Share Operator assigns the benefit of this Agreement or sub-contracts the whole or part of the E-Bike Share Operator's rights and obligations without PCC's prior written consent;
 - (iii) there has been a material breach in relation to persistent failure to meet KPIs as determined by PCC or the Landlord acting reasonably;
 - (iv) the E-Bike Share Operator is subject to an Insolvency Event;
 - (v) the E-Bike Share Operator undergoes a Change of Control.

27.3 On termination of the Agreement (whether in relation to one or more Selected Sites):

- (a) where the Lease in respect of the Parking Stations continues and subject to clause 27.3(b) below, the E-Bike Share Operator shall leave the Parking Station(s) and Selected Site(s) in a good, safe condition and causing no damage to any remaining infrastructure, cables or property;
- (b) where instructed to do so by PCC, remove the Parking Stations and E-Bikes;
- (c) each party shall, as soon as possible, return to the relevant party(ies) all Confidential Information it holds with regard to such party(ies) in respect of the Agreement; and
- (d) where applicable, the E-Bike Share Operator will provide PCC with all reasonable assistance, information and documentation required by PCC for the effective and smooth handover of the E-Bike Share Operator's Services and obligations under the Agreement (where necessary), taking all reasonable care and skill to ensure that there is minimal disruption to PCC, the Landlord and the Selected Site Operations or the public.

28 Intellectual Property

28.1 Each party shall retain ownership of the Intellectual Property Rights in its Background IPR. No licence to use any Intellectual Property Rights is granted or implied by this Agreement except the rights expressly set out in this Agreement.

28.2 The E-Bike Share Operator warrants that it holds all licences, grants and rights (including Intellectual Property Rights) necessary in the App, E-Bikes and Parking Stations and data shared under this Agreement in order to provide the Scheme.

28.3 All Foreground IPR produced by the E-Bike Share Operator shall vest in the E-Bike Share Operator. The E-Bike Share Operator hereby grants a licence, or shall procure the direct grant

of a licence to PCC and the EV Charging Operator, of a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual and irrevocable licence to PCC and the EV Charging Operator to use and publish the E-Bike Share Operator's Background IPR and Foreground IPR for the purposes of receiving and using the Services provided under this Agreement and, the case of PCC, in order to comply with its obligations under the Funding Agreement(s).

- 28.4 The E-Bike Share Operator warrants that the receipt, use and onward supply or sharing of the E-Bike Share Operator's Services, obligations and data shared, (including any Background IPR and the Foreground IPR) by PCC or the EV Charging Operator in accordance with this Agreement shall not infringe the rights, including any Intellectual Property Rights, of any third party.
- 28.5 The E-Bike Share Operator shall indemnify PCC and the EV Charging Operator in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by PCC or the EV Charging Operator (as applicable) arising out of, or in connection with any claim brought against PCC and the EV Charging Operator (as applicable) for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, supply or correct use of the Services, Background IPR and Foreground IPR.

29 Confidential Information

- 29.1 Each party (the "**Receiving Party**") will keep confidential, and will not disclose, any and all Confidential Information of another party ("**Disclosing Party**") which is disclosed to or obtained by it under or as a result of or in connection with this Agreement and will not use such Confidential Information or divulge it to any third party or employee without the Disclosing Party's prior written consent except:
- (a) in the case of disclosure by PCC:
 - (i) where it is required to be disclosed due to the statutory obligations imposed on PCC as a county council, including but not limited to those obligations imposed under FOIA and the EIRs,
 - (ii) where it is required to be disclosed to the Landlord of a particular Selected Site in order for the Landlord to assess the commercial viability of the continuation of the Lease and the terms of the Agreement in respect of that Selected Site; and
 - (iii) where it is required to be disclosed to the Funder or to any other third party pursuant to the Funding Agreement; and
 - (b) in the case of disclosure by any party:
 - (i) where it is required to be disclosed for the purposes of performing its obligations or pursuing its rights under this Agreement;
 - (ii) where such information was disclosed to the Receiving Party lawfully and without restriction as to its disclosure by a third party who did not obtain it (whether directly or indirectly) from the Disclosing Party and did not breach any confidentiality obligations by making such disclosure;
 - (iii) where such information was in the public domain at the time the Receiving Party received it or has subsequently entered the public domain other than because of a breach of this clause 29 or of any obligation of confidentiality owed by the Receiving Party or by any of its employees or agents to the Disclosing Party; or

- (iv) where it is required to be disclosed by the applicable laws or by order or regulation of a court or regulatory body of competent jurisdiction.

- 29.2 The Receiving Party must ensure that its employees, officers and agents and any relevant third parties to whom it discloses Confidential Information in accordance with clause 29.1 are aware of the confidential nature of the Confidential Information and comply with the provisions of this Clause 29 as if they were the Receiving Party under this clause.
- 29.3 Any information disclosed orally that is identified by the Disclosing Party as or is reasonable to assume would reasonably be considered to be held as Confidential Information shall be treated as Confidential Information in the same way as if it had been reduced to writing at the time of disclosure to the Receiving Party.
- 29.4 The Receiving Party shall not, during a period of two (2) years after the termination or expiry of this Agreement use or disclose any such Confidential Information for any purpose other than set out under clause 29.1 or for which the Disclosing Party has expressly provided consent for in writing.

30 Assignment

- 30.1 No party shall assign or transfer its rights and obligations under the Agreement to any third party without the express written approval of the other parties, such approval not to be unreasonably withheld or delayed, provided that:
- (a) PCC may assign or transfer its rights and obligations under this Agreement without the prior approval of the other parties to:
 - (i) its Funder; or
 - (ii) in respect of any particular Selected Site, the relevant Landlord of that Selected Site, and
 - (b) the E-Bike Share Operator shall be entitled to assign its benefit under the Agreement by way of security in favour of a funder subject to notice of this being promptly provided to PCC and the EV Charging Operator.
 - (c) the EV Charging Operator shall be entitled to assign its benefit under the Agreement by way of security in favour of a funder subject to:
 - (i) notice of this being promptly provided to PCC and the E-Bike Share Operator; and
 - (ii) simultaneous assignment of the Concession Agreement to the same funder.

31 Statements and Warranties

- 31.1 The E-Bike Share Operator warrants that it holds all the skills, knowledge and abilities necessary to carry out this Agreement in accordance with the terms included herein.
- 31.2 Each party confirms that:
- (a) it holds all the powers and faculties necessary to enter into this Agreement and to perform the obligations and fulfil its warranties hereunder; and
 - (b) it will act in accordance with all applicable laws throughout the Agreement Term.

32 Notices

32.1 Any notice given to a party under or in connection with this Agreement shall be given in writing and shall be delivered by hand or by pre-paid first class post or other next day delivery service.

32.2 Addresses for notification purposes

Any notice sent by post shall be sent to the addresses that appear as follows:

PCC

Attn: [INSERT]

Email: [INSERT]

Address: [INSERT]

E-BIKE SHARE OPERATOR

Attn: [INSERT]

Email: [INSERT]

Address: [INSERT]

EV CHARGING OPERATOR

Attn: [INSERT]

Email: [INSERT]

Address: [INSERT]

or such other address as a party has notified the other parties by notice in writing.

32.3 A notice will be deemed delivered and effective:

- (a) where sent by post, the second Business Day after the date on which it is sent; and
- (b) where sent by recorded delivery or courier or otherwise hand-delivered, upon the delivery confirmation; and

For the avoidance of doubt, any such date of effectiveness of any notice shall not affect the legal date of receipt or effectiveness of notices served in accordance with a legal procedure or claims process pursuant to a dispute.

33 Severability

If any part of this Agreement is found by any court or other competent authority to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of this Agreement which shall continue to be valid and enforceable to the fullest extent permitted by law.

34 Costs and Expenses

Each party shall pay its own expenses (including legal costs) incurred in the preparation and execution of this Agreement.

35 Contracts (Rights of Third Parties) Act 1999

- 35.1 Subject to clause 35.2, this Agreement does not give rise to any rights under Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement unless otherwise expressly stated in this Agreement.
- 35.2 Where a Landlord is not the EV Charging Operator or PCC, each Landlord of a Selected Site shall be entitled to enforce its relevant rights in respect of the relevant Selected Site as if it were a party to this Agreement.

36 Key Personnel

- 36.1 The E-Bike Share Operator shall appoint a suitably experienced, skilled and qualified person to liaise and correspond with PCC and the EV Charging Operator in respect of the Selected Sites and this Agreement and shall immediately notify the E-Bike Share Operator of such person, providing appropriate and direct contact details ("**Contract Manager**").
- 36.2 Where PCC and/or the EV Charging Operator reasonably believes that the Contract Manager is not suitable for the role of key personnel, whether due to their experience, failure to oversee the Services and obligations of the E-Bike Share Operator under this Agreement or due to failure to promptly and diligently correspond, cooperate and assist PCC or the EV Charging Operator to PCC's or the EV Charging Operator's reasonable satisfaction, PCC shall be entitled to require the E-Bike Share Operator to remove such individual from their role as Contract Manager and/or their role in relation to the E-Bike Share Operator's performance of the Agreement and to replace such individual immediately.
- 36.3 In the event that any Contract Manager ceases to be the Contract Manager, the E-Bike Share Operator shall immediately inform PCC and the EV Charging Operator of this and notify PCC and the EV Charging Operator of any interim or permanent replacement personnel who shall take on the role of Contract Manager, providing direct contact details for such individual.

37 Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes any agreements relating to the subject matter of this Agreement made or existing between the parties before or simultaneously with this Agreement.

38 Variation

Except as otherwise permitted by this Agreement, no change to its terms shall be effective unless it is in writing and signed by or on behalf of all parties.

39 Exclusion of Warranties

In entering into this Agreement, each party acknowledges that it does not do so on the basis of, and does not rely on, any representation, warranty or other provision except as expressly provided in this Agreement and all conditions, warranties or other terms implied by law are excluded to the fullest extent permitted by law.

40 No agency

The E-Bike Share Operator acknowledges that it is acting as an independent contractor and not as an agent or fiduciary of PCC or the EV Charging Operator and it will not hold itself out to be acting in either such capacity and, save as otherwise expressly provided in this Agreement, shall have no authority to act on behalf of PCC and the EV Charging Operator for any purpose relating to the Agreement, shall not be entitled to enter into contractual arrangements on behalf of, or otherwise bind, PCC or the EV Charging Operator without PCC's or the EV Charging Operator's (as applicable) prior written consent.

41 Governing Law, Jurisdiction and Disputes

- 41.1 This Agreement and any disputes arising out of it (including non-contractual disputes or claims) shall be governed by the laws of England and Wales and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation.
- 41.2 Notwithstanding any other provision of this Agreement, the parties each have the right to refer a dispute arising under this Agreement to adjudication, and any party may at any time give to the others notice in writing of his intention to do so. Any information submitted by the referring party to the adjudicator shall be copied at the same time to the other Parties.

THIS **AGREEMENT** has been signed on the date stated at the beginning of it.

Executed by **Plymouth City Council**
acting
by
:_____

Signature

Executed by **[INSERT]** acting
by
:_____

Signature

Executed by **[INSERT]** acting
by
:_____

Signature

Schedule 1 – [To be completed post award]

1 **Part 2: Selected Sites that the E-Bike Share Operator shall enter into a Lease and to which the Agreement terms apply**

Site Name and Address	Landlord	Number of E-Bikes to be based at that Selected Site

Schedule 2

KPIs

Temporary time limited suspension of performance levels can also be created with both parties' agreement for exceptional circumstances. In all other circumstances the following targets must be maintained.

Measure	Target
Service availability	The Scheme will be available 24 hours a day, 365 days a year subject to extreme weather.
Bike availability	Ensure that a minimum 90% of E-Bikes are available to the public at all times.
Planned maintenance	Basic checks will be made on all Parking Stations a minimum of every 3 days to ensure they are tidy, clean, fully functioning and E-Bikes meet basic safety checks.
Redistribution	<p>Large and medium Mobility Hubs must not be without available E-Bikes for longer than 3 hours between 7am and 8pm. One exception to this rule would be if a Parking Station had been targeted with vandalism while remedial action is taken.</p> <p>The response time to recover E-Bikes reported as damaged or stolen must no longer than 14hours.</p>
Customer data management	Zero Data Protection breaches.
Customer support Acceptable minimum time for public contact centre to handle phone calls, emails and social media messages	<p>Public contact centre hours 7am- and 8pm seven days per week. The E-Bike Share Operator will ensure there is a tried and tested back-up procedure for emergencies outside core contact centre hours.</p> <p>The E-Bike Share Operator will respond to email queries from the public within 48 hours.</p> <p>Website to be available at all times.</p> <p>Major incidents would need to be reported to PCC immediately by phone and in writing within 24 hours.</p>
Customer care Acceptable turnaround for enquires and complaints	48 hours response time to complaints during office hours.

Schedule 3

Requirements for E-Bikes and Parking Station

E-Bike Specification

E-Bikes introduced by the E-Bike Share Operator must be new and must meet the minimum service provision requirements as per CoMoUK bike share accreditation. In addition, E-Bikes must meet the following requirements:

- Suitable for all riders over the age of 16;
- Suitable for bike share use;
- Bike lights with minimum of 100 lumens;
- Gears suitable for the terrain of Plymouth Policy Area;
- Anti-tamper nuts and bolts;
- Puncture resistant tyres;
- Be able to carry small items of luggage;
- Bell or equivalent; and
- Can be located remotely at any time using GPS.

The E-Bike Share Operator must propose how charging of the E-Bikes will be undertaken demonstrating the benefits of their chosen operational model (e.g. charging at Parking Stations, swappable batteries, etc.).

Parking Station Specification

All Parking Stations must be designed based on the following:

- Parking Stations must be integrated well into the Mobility Hub/landscape;
- All infrastructure must comply with all relevant highway regulations and planning consents;
- Vehicular access is required to be available for maintenance and support vehicles;
- Parking Stations must be aesthetically pleasing;
- Parking Stations or E-Bike technology must be able to notify Users when they have docked an E-Bike after a trip

Schedule 4

Management Information

The E-Bike Share Operator will provide a Management System for the Scheme during the Agreement Term. This Management System will be designed to enable efficient operation of the Scheme and offer a quality service to the User. The Management System should include the following components:

- Information;
- Registration;
- Payment;
- User account;
- Operational monitoring;
- Reporting;
- Secure access;
- Website.

The E-Bike Share Operator will be responsible for bearing all the costs including (but not limited to) any, software, system and system licence/software licence costs.

The E-Bike Share Operator should be certified to ISO/IEC 27001:2013 or be able to demonstrate that its policies, procedures and information risk management processes are of an equivalent standard.

Within one week of the Effective Date the Operator will provide PCC with an asset register listing the Scheme assets on the Effective Date ("Asset Register"). The Asset Register must be kept up to date throughout the Agreement Term. During the Agreement Term, PCC reserves the right to request a copy of the latest Asset Register, which must be made available within 72 hours.

The E-Bike Share Operator will be expected to provide summary management reports in electronic format on a monthly basis of the following measures to PCC. The E-Bike Share Operator should also make the raw data available to PCC for analysis if required. PCC shall retain the complete ownership of the raw data and any use of it will be at the discretion of PCC subject to appropriate data protection policies.

Data required on a monthly basis should consist of but not limited to:

Type of information	Data required
Management information	<ul style="list-style-type: none"> ▪ Performance against KPIs; ▪ Membership / marketing indicators; ▪ New memberships/Users in last calendar month; ▪ Total memberships/Users; ▪ New corporate Users; ▪ Total corporate (multiple Users); ▪ Inactive Users (not used Scheme in last 6 months); ▪ Total Users (total Members + total casual Users + corporate users–inactive Members); ▪ Users split by home postcode; ▪ Number of Website page views;

Type of information	Data required
	<ul style="list-style-type: none"> Number of App downloads.
Trip indicators	<ul style="list-style-type: none"> Average trip length in time; Average duration of journeys. Average trip numbers by day / E-Bike; Total number of trips in last calendar month; Split by day of the week; Split by casual /Members /corporate Users; Split by time of day; Heat map of trips Total trips in last financial year; Average number of times each E-Bike is hired per day. Total number of E-Bikes reported as stolen per day Total rentals for lifetime of the Scheme
Financial indicators	<ul style="list-style-type: none"> Annual Membership fees (if applicable); Hire tariffs;
Contact Centre	<ul style="list-style-type: none"> Total number of calls/'in App'/live web chats handled; Total number of accidents reported by Users;
Enquiries and complaints reports	<ul style="list-style-type: none"> Total number of enquiries received (broken down by enquiry category); Total number of complaints received (broken down by complaint category); Total number of disputes per week
E-Bike availability	<ul style="list-style-type: none"> Total number of E-Bikes available versus demand Total number of E-Bikes missing or stolen. Total number of missing E-Bikes returned. Total number of E-Bikes damaged.

The financial indicators above are required in order to provide transparency on how public funding is used and invested.

Regular Scheme update meetings will also be required prior to the launch of the Scheme, reducing in frequency as the Scheme becomes more mature. Once the Scheme is fully operational quarterly management meetings in accordance with clause 23 alongside regular operational reports are foreseen to be sufficient. The frequency of reporting to be agreed as part of the operational management plan between PCC and the E-Bike Share Operator. This will be reviewed as part of the ongoing operational management plan. The list below identifies the indicative level of E-Bike Share Operator reporting required, but will be tailored to the Scheme features:

In addition, the E-Bike Share Operator must participate in CoMoUK annual user survey promoting the link widely through email, App and social media.

In addition to the quarterly management meetings and operational report, the following data requirements should be met:

- access to data shall be through Application Programming Interface (API) and CSV files and PCC would welcome some level of aggregation to make data open for public and/or academic use.
- the system must provide General Bike Share Feed Specification (GBFS) data feeds for use by third parties. GBFS makes real-time data feeds in a uniform format publicly available online, with an emphasis on findability.
- there must be no cost to PCC in association with data sharing.

PCC has ambitions to provide Mobility as a Service to enable people to plan routes across a range of transport services and providers. For this to work it requires all parties in transport provision to make their data open and accessible. PCC therefore requires that all relevant data which is held and/or processed by the E-Bike Share Operator, and any other datasets which are agreed between PCC and the E-Bike Share Operator, be supplied by the E-Bike Share Operator to PCC in an agreed open data format, at intervals to also be agreed, with a view to PCC publishing this data through an API.