

# Beam Shared E-bike Victorian Code of Practice

## **1. Introduction**

- 1.1. The State of Victoria is committed to encouraging the use of active and sustainable modes of transportation and specific Councils within Victoria have targets to increase the number of people riding bicycles.
- 1.2. Bicycle share schemes, like that provided by Beam, have the potential to encourage cycling and public transport and can play a key role in mobility for all Victorians.
- 1.3. If not managed properly, the placement and use of shared e-bikes may result in undesirable amenity and other impacts to a community.
- 1.4. To prevent this and illustrate its commitment, Beam has put together this Code of Practice (Code) which sets out the requirements Beam will follow as part of delivering a safe and effective shared e-bike scheme.
- 1.5. The purpose of this Code is to help Councils and Beam work together to ensure the successful operation of shared e-bike schemes within Victoria. It documents roles and responsibilities in relation to:
  - 1.5.1. agreed standards of service and maintenance
  - 1.5.2. the exchange of information
  - 1.5.3. mitigation of any impacts of shared e-bike schemes on public amenity.
- 1.6. Beam is committed to delivering operations in Victoria which at all times meet this Code.
- 1.7. This Code will be reviewed and updated regularly so it continues to reflect best practice and the interests of Councils and all Victorians.

## **2. Overarching objectives and ways of working**

- 2.1. The objectives of Beam's shared e-bike scheme are:
  - 2.1.1. to deliver a well-managed service that prioritises safety and avoids negative impacts to public amenity while maintaining efficient movement and comfort on footpaths
  - 2.1.2. to improve the efficiency and performance of the transport system by increasing bicycle trips and reducing dependence on private motor vehicles and commercial passenger vehicles.
- 2.2. Beam is committed to working with Councils in a transparent and respectful manner.
- 2.3. All deployed Beam e-bikes will meet the requirements set out in Schedule 1.
- 2.4. Beam is committed to working in collaboration with Councils to determine optimal deployment plan for e-bikes and appropriate geofences, preferred parking zones, exclusion zones, no parking and slow zones.
- 2.5. Beam will consult with Councils prior to expansions of the fleet which are in line with the deployment plan and must seek written approval from Councils for expansion of the fleet size beyond the deployment plan.

- 2.6. Beam will communicate freely and constructively with Councils to ensure that all significant issues are discussed openly and resolved in a respectful manner.
- 2.7. Taking into account its obligations under the *Privacy and Data Protection Act 2014* (Vic) and/or any other relevant privacy legislation, Beam will share relevant information with Councils.

### **3. Customer safety and conduct**

- 3.1. Beam will follow all relevant laws and regulations.
- 3.2. Beam will promote legal and responsible riding when customers join the Beam e-bike scheme, and regularly afterwards. Beam will deploy mechanisms to deter irresponsible use of e-bikes including but not limited to issuing fines for parking in no parking zones and barring access to the system for repeated infringements.
- 3.3. Beam will encourage appropriate parking behavior by using channels such as its app, website, social media channels and or face to face engagement at events to educate customers about appropriate riding and parking behaviors. Beam will educate customers on the impacts of bicycle placement to mobility and vision impaired.
- 3.4. Beam will take reasonable steps to manage customer behavior to ensure compliance with exclusion zones, no parking zones and preferred parking zones identified by Councils. Beam will encourage customers to reposition poorly located e-bikes.
- 3.5. Beam will ensure its customers are made aware of appropriate riding and parking guidelines such as:
  - 3.5.1. keeping busy footpaths clear; parking at least 1.5m away from the building line; parking in dedicated parking spaces (if applicable) and keeping the edge of the road clear to allow access to and from the road, including space to open car doors
  - 3.5.2. not parking on footpaths narrower than 1.5m; parking on infrastructure which provides warnings or assistance to people with vision impairment (tactiles, guides, steps, rails etc) or in any other way that endangers others;
  - 3.5.3. not parking on a lean (including trees, buildings, poles, street furniture or any structure), on landscaped areas or adjacent to disabled car parking bays
- 3.6. Beam will inform customers through its apps about correct e-bike parking safety checks and responsible riding. Riders will be made aware that they can incur penalties for offenses such as not wearing helmets, unauthorized riding on footpaths, reckless riding and riding through red lights.
- 3.7. All Beam e-bikes comply with Australian Standards.
- 3.8. Beam will make reasonable efforts to ensure its e-bikes are always equipped with a helmet that meets Australian Standards.

### **4. Safe bike distribution and redistribution**

- 4.1. All e-bikes will be equipped with GPS tracking and Beam will monitor the location of e-bikes at least daily.
- 4.2. Beam will be proactive in the redistribution of e-bikes to ensure:

- 4.2.1. e-bikes are parked in an upright position and not placed on footpaths that are narrow, or where they could pose a safety hazard
- 4.2.2. considerate deployment in relation to footpath space, congestion and public amenity
- 4.2.3. e-bikes do not occupy space in public bike racks.
- 4.3. Beam will act under the advice of Councils to determine appropriate geofences, preferred parking zones, exclusion zones, no parking and slow zones, both on a permanent and temporary basis. Beam will update geofencing requests of Councils as quickly as possible.
- 4.4. Beam will work in collaboration with Councils and public land owners to determine the optimal deployment plan for e-bikes which balances customer demand with public amenity. This will be done both before the launch and periodically during operation.
- 4.5. Beam will respond to the relevant Council requests about the rebalancing and redistribution of e-bikes in a timely manner and in accordance with any service level agreements agreed between Beam and the relevant Council.

## **5. Data sharing**

- 5.1. Beam will cooperate and share relevant aggregated data with Council, such as:

- 5.1.1. number of registered users
- 5.1.2. total number of trips
- 5.1.3. trip origins and destinations, and trip duration (time and distance)
- 5.1.4. number of e-bikes deployed and deployment locations
- 5.1.5. e-bike redistribution numbers and patterns
- 5.1.6. data regarding damaged or lost bikes, and helmets replaced
- 5.1.7. customer service contacts and response times

for the purposes of transport and urban planning, monitoring and compliance of Beam's e-bike scheme, subject to commercial-in-confidence considerations and Beam's obligations under the *Privacy and Data Protection Act 2014 (Vic)* and/or any other relevant privacy legislation.

- 5.2. Beam's data sharing requirements are further set out in Schedule 3.
- 5.3. Beam will work together with Councils and/or public landholders to survey customers about share-bike usage. The results will be used to promote bike share and inform transport planning.

## **6. Insurance & Liability**

- 6.1. For the duration of its operations, Beam will hold current public liability insurance (with a sum not less than \$20,000,000), with relevant Council as a listed party, that covers any personal injuries or property damage that may result from use of its e-bikes.
- 6.2. Beam will indemnify relevant Council, their servants and agents, against any actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, directly related to the

negligent acts, errors or omissions of Beam. Beam's liability to indemnify shall be reduced proportionally to the extent that any act or omission of relevant Council contributed to the loss or liability.

- 6.3. Beam agrees to hold harmless relevant Council, their servants and agents in connection with all claims resulting from damage, loss, death or injury whatsoever which may otherwise be brought or made or claimed by Beam against any relevant Councils, except to the extent that the relevant Council is negligent.

## **7. Complaints, Monitoring and Maintenance**

- 7.1. Beam will provide customer service and monitoring of complaints twenty four hours per day, seven days per week.
- 7.2. Beam will track all complaints from customers, the public and Councils and provide adequate resources to receive and action complaints in a timely manner from the public and Councils.
- 7.3. Beam will meet the timeframes and the corresponding course of action set out in the Resolution Timeframes (Schedule 2).
- 7.4. Beam will be responsible for the activity and costs of retrieving abandoned bicycles from parks, waterways and public land.
- 7.5. Beam will enable easy reporting of faulty or damaged bikes, missing helmets or bikes parked in inappropriate locations, through their app, website, email and a fully dedicated phone number available 24/7.

## **8. Communications and Media**

- 8.1. Beam will work with Councils to design and implement a coordinated media and communications campaign aimed at ensuring information is clearly communicated to the community about the shared e-bike scheme.
- 8.2. Beam will be available to meet with Councils on a regular basis (agreed by both parties) to identify and remedy any issues that arise for either party.
- 8.3. In the event of a serious incident, Beam will notify the relevant Council as soon as they become aware.

## **9. Supporting local businesses and people**

- 9.1. Beam will support and partner with local businesses and report on this to Councils.
- 9.2. Beam will take steps to contribute to the local economy through local employment, partnerships and procurement to engage local businesses to promote local tourism, retail and hospitality.

## **10. Contact, Disputes and Ceasing Operations**

- 10.1. Beam will designate a central point of contact at management level for the purpose of communication directly with Councils.
- 10.2. Beam will resolve all disputes respectfully and privately.

- 10.3. Beam will provide at least two months notice in advance of any decision to cease operations.
- 10.4. In any circumstance where operations are to cease, Beam will be responsible for the retrieval of all e-bikes and any associated property stored on land owned by Councils, public or private landholders.

## **11. Role and Responsibilities of Councils**

- 11.1. As part of any e-bike sharing scheme with Beam, each relevant Council will be able to:
  - 11.1.1. collaborate with Beam to determine the optimal deployment plan for e-bikes and appropriate geofences, preferred parking zones, exclusion zones, no parking and slow zones
  - 11.1.2. determine, if e-bikes are placed in appropriate locations or deployed in excessive numbers and provide feedback to Beam.
- 11.2. In order to successfully operate an e-bike sharing scheme in accordance with this Code, Beam will require relevant Councils to:
  - 11.2.1. nominate a central point of contact who will be responsible for the direct communication with Beam in relation to broken, damaged, unusable or abandoned and inappropriately placed or dangerously placed e-bikes
  - 11.2.2. use its communications channels to encourage customers and the public to report issues to Beam, park e-bikes appropriately and champion responsible use of e-bikes
  - 11.2.3. encourage Council staff and the community to report broken, damaged or unusable or abandoned and inappropriately placed or dangerously placed e-bikes on Council managed land to Beam
  - 11.2.4. not share any data obtained from the MDS detailed in Schedule 3 with third parties without Beam's express permission or use the data for any monetary or financial benefit.

## **SCHEDULE 1: E-BIKE REQUIREMENTS**

All Beam e-bikes will have the following features:

- E-bikes must comply with all relevant power and speed restrictions in the State of Victoria
- E-bikes must comply with all relevant Australian Standards, legislation and regulations. When deployed all e-bikes will have bells or other warning devices, front and rear lights, front and rear brakes, a rear reflector and a sturdy kickstands. If e-bikes are reported or otherwise identified to not comply with these requirements, Beam will remove the e-bike from service in accordance with the resolution timeframes (Schedule 2)
- Beam must endeavor to ensure its e-bikes are always equipped with helmets.
- E-bikes must be fitted with GPS tracking
- E-bikes must have field removable or exchangeable batteries to enable field maintenance as much as possible
- E-bikes must be readily identifiable as belonging to Beam and not be confused with other schemes or private bicycles
- E-bikes must clearly display Beam's contact information and unique identification numbers

## SCHEDULE 2: RESOLUTION TIMEFRAMES

Issue	Timeframe	Action
Dangerously placed	2*	<p>'Dangerously placed' means any bicycle that is causing an unreasonable hazard to people's safety (i.e. parked across a road, or adjacent to or in disabled car parking bays).</p> <p>Beam will relocate the bicycle within 2* hours of being notified.</p> <p>If first on the scene, a council or relevant authority may move, remove and/or impound a dangerously placed bicycle without notice in the interest of public safety.</p>
Bicycle reported as faulty / damaged / unsafe	<p>Immediately deactivated</p> <p>12 hours</p>	<p>'Faulty, damaged or unsafe' means: any bicycle which is unsafe to operate or does not meet Australian Standards 'Pedal bicycle-Safety requirements AS/NZS 1927:1998'.</p> <p>Upon notification of unsafe bicycle, Beam will immediately deactivate the bicycle.</p> <p>The bicycle must be collected or repaired within 12 hours.</p>
Otherwise non-compliant with deployment or parking guidelines	12-hours	<p>'Inappropriately placed' means any bicycle that is placed in a location that is inconsistent with the deployment plan or deployment or parking obligations set out in this Code.</p> <p>Beam must make the bicycle compliant within 12-hours of being notified.</p>

### Idle bicycles

The following timeframes apply to the turnover and movement of idle bicycles.

Timeframe	Action
0-3 days	No action. Bicycles may not be used for a period of up to 3 days.
4+ days	Beam must relocate the bicycle or offer customer incentives to ride the bicycle to another destination.

## SCHEDULE 3: DATA SHARING REQUIREMENTS

### Transport planning data

Anonymised data collected by Beam will be shared with Councils via a free data service (API or similar) to assist with ongoing transport planning, infrastructure improvements and the development of shared transport services policy. The following table sets out the minimum data that will be provided:

	Format	Description	Purpose
Trip record number	xxx0001, xxx0002 ...	3-letter company acronym + consecutive trip #	Determine bicycle volumes
Trip duration	MM:SS	n/a	Bicycle user behavioral insights
Trip distance	KM	n/a	Bicycle user behavioral insights
Start date	MM, DD, YYYY	n/a	Monitoring of peak/off-peak flows
Start time	HH:MM:SS (00:00:00 – 23:59:59)	n/a	Monitoring of peak/off-peak flows
End date	MM, DD, YYYY	n/a	Monitoring of peak/off-peak flows
End time	HH:MM:SS (00:00:00 – 23:59:59)	n/a	Monitoring of peak/off-peak flows
Start location	GPS location	n/a	Supporting safer infrastructure investment
End location	GPS location	n/a	Supporting safer infrastructure investment
Trip route	GPS waypoints	n/a	Supporting safer infrastructure investment
Bicycle ID number	xxxx1, xxxx2, ...	Beam unique identifier for every vehicle	Micro-mobility performance analysis

### Monitoring and compliance data

Beam will share bicycle status data with Councils via a free data service (API or similar) to assist with enforcement and monitoring of the service. The following table sets out the minimum data that will be provided:

	Format	Description	Purpose
Bicycle ID number	xxxx1, xxxx2 ...	Beam unique identifier for every vehicle	Quality assurance and auditing
Trips taken	Trip IDs	Trips taken	Performance evaluation
Battery status	%	Current battery charge	Quality assurance and auditing
Idle location	GPS location	n/a	Monitoring of idle bicycles
Idle duration	HH:MM:SS	Time spent in a location	Monitoring of idle bicycles
Complaints received	Details of complaint	Information available describing nature and cause of complaint	Customer service integration with Councils



Complaint ID number	xxxx1, xxxx2 ...	Case number	Customer service integration with Councils
GPS functionality		Current GPS status	Quality assurance and auditing

### Monthly performance reporting

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

<b>Number as of</b>	<b>(Date)</b>
Accumulated registered users	xx
Accumulated bicycles	xx
Accumulated trips	xx
<b>Accumulated trips duration (hours)</b>	<b>(Time period)</b>
<b>Average</b>	<b>(Time period)</b>
Unique bicycle users	xx
Unique bicycle users / day	xx
Number of trips /day	xx
Time (minimum) / trip	xx
Trip durations (hour) /day	xx
Trip duration (hour)	xx
<b>Trip time of day</b>	<b>(Time period)</b>
0.00am – 5:59:59am	xx
6:00am – 11:59:59am	xx
12pm – 5:59:59pm	xx
6pm-11:59:59pm	xx

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

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