



Bicycle Share Schemes

Discussion Paper

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1.0 Executive Summary

Bicycle share schemes offer many attractive benefits to the local community including promoting cycling as a mode of transport, increasing health, increasing mobility choices particularly for tourists and shorter trips, improving air quality and reducing congestion. Although there is limited data available to support these benefits, bicycle share schemes do have a role to play amongst other modes of transport.

Bicycle share schemes originated in Amsterdam in the 1960's. Due to theft and vandalism they were terminated. The schemes didn't start emerging in popularity until the early 21st century when urban planning, active travel, health and air quality concerns increased over time. Globally it is estimated that there are over 1,000 schemes currently in place with more than 14 million bicycles.

The differences between docked and dockless schemes are important to understand to ensure that an appropriate scheme is chosen.

- Docked: A docked bicycle share scheme enables bicycles to be picked up at any self-serve bicycle station and returned to any other bicycle station. Users register, pay, unlock and lock docked bicycles in a station using a mobile phone app.
- Dockless: In a dockless bicycle share scheme, bicycles do not need to be physically locked with a conventional chain or returned to a designated station or rack. The bicycle has a smart lock attached to the back tyre of the bicycle that only opens with payment through a mobile phone app. Users register, pay, unlock and lock dockless bicycles all through a mobile phone app.

Docked bicycle share schemes were first introduced in Melbourne by the Victorian State Government and RACV, and in Brisbane by the Brisbane City Council in 2010. Private operators that have had success overseas have since introduced dockless bicycle share schemes in Melbourne, Sydney and Adelaide. In Perth the operator Urbi approached the City of Joondalup to trial a docked bicycle share scheme for 12 months beginning in 2017.

There are advantages and disadvantages to both types of schemes. Docked schemes provide definitive stations to park bicycles which reduces the risk of parking issues, theft and vandalism. Docked schemes however require more physical space for the stations, cost more to install and can be inflexible for variable journey locations. Whereas dockless schemes are more convenient for users because they don't need to return their bicycle to a designated station. The downside to this is that bicycles are parked in inappropriate locations impeding access on paths and the schemes are vulnerable to theft and vandalism.

Should a Local Government choose to allow an operator to implement a bicycle share scheme within its boundaries, an Agreement with the operator would be beneficial. The Agreement should detail the operator's responsibilities and particularly the actions required to address the issue of inappropriate bicycle parking and vandalism of bicycles. An example Agreement is located in Appendix 2 of this paper. Under the *Local Government Act 1995*, Local Governments can enact a local law to restrict and manage the types of activities permitted in a public area. This allows Local Governments to penalise operators who contravene local laws and don't abide by Agreements.

2.0 Introduction

Bicycle share schemes involve the short-term rental of bicycles for short local trips, typically one to five kilometres in length, commonly used in urban areas. The aim of bicycle share schemes is to enable cycling to become a viable mode of transport as part of the whole transport network. It aims to “promote cycling, increase mobility choices, improve air quality and reduce congestion”¹. Bicycle share schemes may also assist in promoting cycling as an ideal mode of transport fitting into everyday life i.e. normalising the image and acceptance of cycling². In order to appeal to a wide variety of users, shared bicycles need to be user-friendly and adaptable to different heights of individual’s well as ensuring that they are reliable.

Bicycle share schemes originated in Amsterdam in the 1960’s. Due to theft and vandalism they were terminated. The schemes didn’t start emerging in popularity until the early 21st century when urban planning, active travel, health and air quality concerns increased over time. With the widespread adoption of mobile phone apps and low cost GPS tracking bicycle share schemes have grown significantly in the last few years. Globally it is estimated that there are over 1,000 schemes currently in place with more than 14 million bicycles³.

To use a bicycle from a scheme, a user downloads a mobile phone app, registers their details and provides payment before a bicycle can be unlocked to use. Helmets are provided to meet the mandatory helmet legislation requirements. Bicycles are commonly tracked using GPS to monitor their locations. After finishing the ride, a user must park their bicycle in an appropriate location and record that they have finished their journey in the mobile phone app.

There are two types of bicycle share schemes; docked and dockless. A docked bicycle share scheme enables bicycles to be picked up at any self-serve bicycle station and returned to any other bicycle station, which makes bicycle-sharing ideal for point-to-point trips. In a dockless bicycle share scheme, bicycles do not need to be physically locked with a conventional chain or returned to a designated station or rack. Users register, pay, unlock and lock dockless bicycles all through a mobile phone app.

Bicycle share schemes should not be confused with bicycle hire and bicycle libraries. Bicycle hire, or bicycle rental, commonly refers to bicycles that can be hired for a short term for a fee and the bicycle is returned back to the location it was hired from. Typically most rentals are provided by bicycle shops, however in tourist areas bicycle rentals may be offered to allow exploration of an area e.g. Rottnest Island. Bicycle libraries involve a free loan, or for a small fee for non-residents, of a wide range of bicycles to the local community, to encourage the uptake of cycling. The City of Vincent has a bicycle library to encourage cycling in their local community. Bicycle hire or bicycle library schemes are not discussed in this paper.

The bicycle share scheme is between walking and public transport in the whole transport system (shown in Figure 1). While bicycle shared schemes are probably not suitable for

¹ Midgeley, P. (2011). Bicycle-Sharing Schemes: Enhancing Sustainable Mobility in Urban Areas. United Nations Department of Economic and Social Affairs. Commission on Sustainable Development.

² Goodman, A, Green, J & Woodcock, J. (2013). The role of bicycle sharing systems in normalising the image of cycling: An observational study of London cyclists. *Journal of Transport & Health*, 1, 5-8.

³ Itoworld. (2017). 10 Years of Bike Sharing 2007-2017. <http://www.itoworld.com/wp-content/uploads/2017/11/bikeshare-draft-v7.2lr.mp4>

commuters, they do provide options for first and last mile, linking with public transport and raising awareness of cycling as a mode of transport.

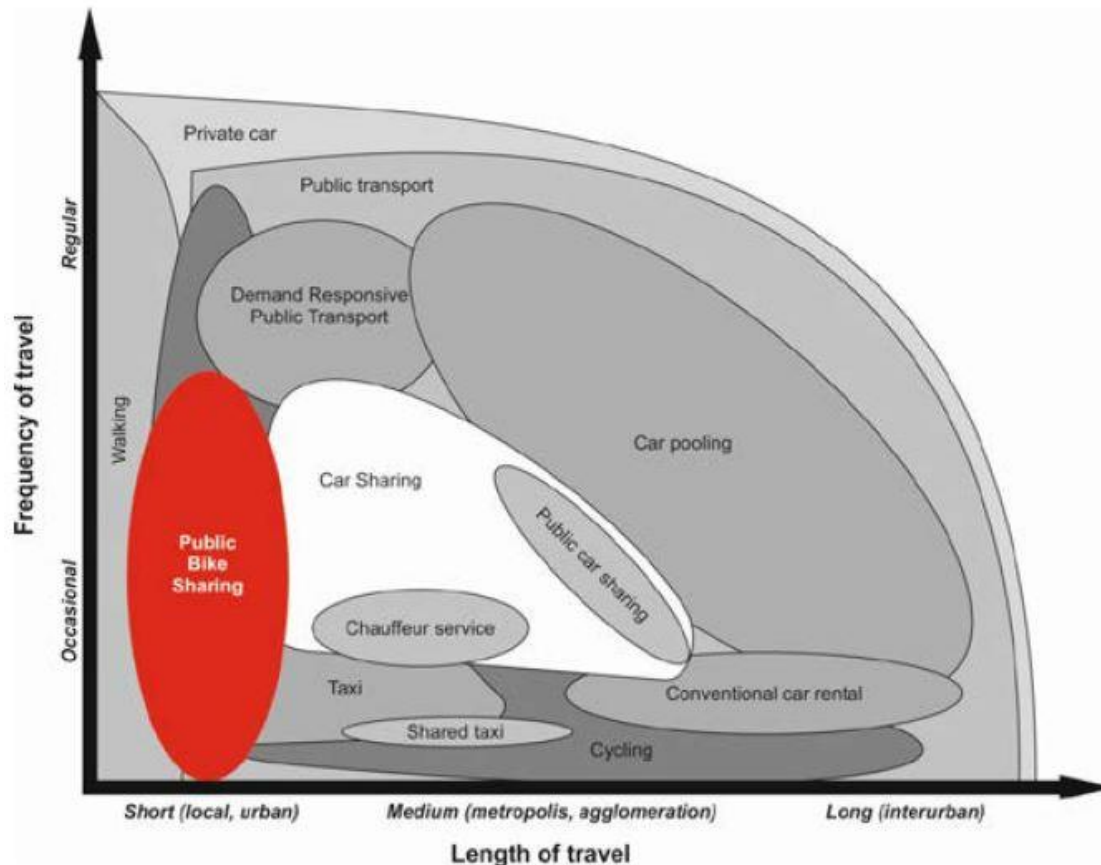


Figure 1. Comparison of travel alternatives based on frequency and length⁴

3.0 Purpose and Scope

This paper was developed in response to discussions with Local Governments who have been approached by operators to introduce bicycle share schemes in Perth. These schemes are likely to be implemented across Local Government boundaries making a broadly consistent set of policies and regulations important to facilitate this opportunity. WALGA was requested by the Department of Transport's WA Bicycle Network Implementation Reference Group to consider a policy position. The Department of Transport has since developed a policy paper for consideration which has been considered in the development of this paper. WALGA's Local Government Cycling Reference Group also supported the development of this paper.

The purpose of this paper is to inform the Local Government sector on the issues and opportunities involved with the implementation of bicycle share schemes. This discussion paper identifies the issues, opportunities and learnings of bicycle share schemes implemented

⁴ Matrai, T. & Toth, J. (2016). Comparative assessment of public bike sharing systems. Transportation Research Procedia, 14.

overseas and within Australia and the policy issues pertinent to WA Local Governments considering enabling the implementation of a scheme.

4.0 Types of bicycle share schemes

There are two types of bicycle share schemes: docked and dockless.

3.1 Docked

A docked bicycle share scheme enables bicycles to be picked up at any self-serve bicycle station and returned to any other bicycle station. Usually, a user can use a docked bicycle only by registering in a mobile phone app, providing payment and unlocking the device from a station with a code. Bicycle helmets are provided within a cabinet at the station. After a user has finished with the bicycle, they have to return the bicycle to a nearest station and place the helmet back into the locked cabinet. An example of a docked bicycle share scheme is shown in Figure 2.



Figure 2. City of Melbourne's docked bicycle share scheme.

3.2 Dockless

In a dockless bicycle share scheme, bicycles do not need to be physically locked with a conventional chain or returned to a designated station or rack. All bicycles have a smart lock commonly with a built-in GPS system. A user can use a dockless bicycle only by registering in a mobile phone app, providing payment and unlocking the device with a code. After a user has finished with the bicycle, they have to enter that they have completed the journey in the

app and the smart lock will lock the bicycle in the location placed. Helmets are usually looped into and locked in the smart lock, however this is the responsibility of the user. An example of a dockless bicycle share scheme is shown in Figure 3.



Figure 3. Dockless bike share scheme ‘Reddy Go’ which operates in Sydney and shows the smart lock system on the back on the bicycle.

5.0 Australian Bicycle Share Schemes

In 2010 docked bicycle share schemes were first introduced in Melbourne by the Victorian State Government and RACV and in Brisbane by the Brisbane City Council. Private operators that have had success overseas have more recently introduced dockless bicycle share schemes in Melbourne, Sydney and Adelaide. In Perth the private operator Urbi approached the City of Joondalup to trial a docked bicycle share scheme for 12 months. The Australian Capital Territory Government is also considering allowing private operators to introduce bicycle share schemes in Canberra.

There are differing operators in each city, providing docked and dockless bike share schemes as show in Table 1. More information about the schemes are in Appendix 1.

Table 1. Summary of Bicycle Share Operators operating in Australian States

City	Bicycle Share Scheme Company	Type of Bicycle Share Scheme
Adelaide	oBike	Dockless
	Ofo	Dockless

Brisbane	CityCycle (Brisbane City Council)	Docked
Gold Coast	Mobike	Dockless
Melbourne	Melbourne Bike Share (RACV)	Docked
Perth	Urbi	Docked
Sydney	oBike	Dockless
	Ofo	Dockless
	Mobike	Dockless
	Reddy Go	Dockless

More recently some of the operators have decided to cease operation for a variety of reasons. oBike was operating in Melbourne but was told to cease operation in June 2018 due to non-compliance with operating conditions imposed by Victoria's Environment Protection Authority⁵. Ofo and Reddy Go are also ceasing operation in Sydney⁶.

The results from the original docked bike share in Melbourne and Brisbane have not been favourable when compared to overseas schemes. In 2013 in Melbourne there was an average of one daily hire per bicycle and in Brisbane the average was only 0.4 daily hires per bicycle.⁷ Dockless schemes are achieving more favourable results in Australia with the City of Sydney reporting that during January and February (summer months) this year the average number of trips per day was more than 6,600⁸.

6.0 Overseas Bicycle Share Schemes

The more well-established and prolific schemes are located in Paris and China⁹.

Paris had a docked bicycle share scheme that was launched in 2007 known as 'Velib'. The scheme had approximately 20,000 bicycles that were being used more than eight times per day representing 0.76% of all trips¹⁰. The scheme came to an end in December 2017 and was replaced by a new scheme known as Vélib' Métropole which not only encompasses Paris but 64 surrounding municipalities.

The largest schemes in China for many years were docked bicycle share schemes in Hangzhou and Wuhan. The number of dockless bicycles however has now surpassed this. Last year in Guangzhou more than six private operators launched dockless bicycle share initiatives in addition to the existing docked bicycle share system run by the Government. It

⁵ The Age. (2018). Yellow oBikes leaving Melbourne in wake of crackdown. <https://www.theage.com.au/national/victoria/yellow-obikes-leaving-melbourne-in-wake-of-crackdown-20180612-p4zkyk.html>

⁶ SBS News (2018). Bike sharing companies Reddy Go and Ofo cycle out of Sydney. <https://www.sbs.com.au/news/bike-sharing-companies-reddy-go-and-ofo-cycle-out-of-sydney>

⁷ Crikey. (2013). Why does bikeshare work in New York but not in Australia? <https://blogs.crikey.com.au/theurbanist/2013/06/03/why-does-bikeshare-work-in-new-york-but-not-in-australia/>

⁸ City of Sydney (2018). Inner Sydney Bike Share Guidelines – three month review 22 Dec 2017 – 22 Mar 2018.

⁹ Meddin, R. (2017). Bike Sharing Map. <http://bike-sharing.blogspot.com.au/>

¹⁰ Basarić, V., Ilić, D., Mitrović, J., Despotović, Z., (2012). Benefits and first effects of Novi Sad Bike sharing scheme. ICTTE Belgrade (Proceedings of First International Conference on Traffic and Transport Engineering).

is estimated that there are 700,000 dockless bicycles in Guangzhou and more than four million daily trips made. The rapid launch of this many bicycles in Guangzhou without a formal Agreement with the government has resulted in chaotic parking issues¹¹.

While there has been some data indicating the usage of bicycle share schemes overseas, there is limited data indicating the impacts on mode share. Some studies suggest that the percentage of car or motorcycle trips replaced by bicycle sharing in cities such as Barcelona, Lyon, Montreal and Paris ranges from two to 10 per cent. Most of the change in mode share is attributable to using bicycle share instead of public transport¹².

7.0 Challenges to introducing bicycle share schemes

The Perth metropolitan area has challenges that could impact on the effectiveness of bicycle share schemes. These include the following:

- Heavy reliance of private motor vehicles,
- Cultural resistance to mode choice changes,
- Low residential densities,
- High levels of car parking availability,
- Gaps in the bicycle infrastructure network and poor cycling connectivity,
- High degree of urban sprawl,
- Compulsory requirement through legislation for helmets to be worn.

More specifically to the Perth CBD, the following challenges could impact on bicycle share scheme uptake and usage:

- Public access to free public transport on all regular scheduled bus and train services in central Perth (Free Transit Zone services); and
- Four (free) Central Area Transit (CAT) bus routes through the city and immediate surrounds¹³.

As a result, the introduction of bicycle share schemes in the Perth metropolitan area, particularly within the Perth CBD, may take longer to integrate amongst the whole transport system and may be less effective than in other Australian cities.

8.0 Docked Bicycle Share Schemes - Advantages and Disadvantages

8.1 Advantages

The main advantage of a docked bicycle share scheme is that bicycles are docked in convenient locations, which means a user can always know where they can find a bicycle. A docked system therefore encourages users to return their bicycles to a station at the conclusion of their ride, eliminating the abandonment of bicycles in other areas. This also

¹¹ Institute of Transportation and Development Policy. (2018). Can Private and Public Bikeshare Coexist? A Cautionary Tale from China. <https://www.itdp.org/st-mag-private-public-bikeshare/>

¹² Midgely, P. (2011). Bicycle-Sharing Schemes: Enhancing Sustainable Mobility In Urban Areas. United Nations Department of Economic and Social Affairs. Commission on Sustainable Development.

¹³ Institute for Sensible Transport'. (2016). Perth Bike Share Feasibility Study Initial Feasibility Assessment.

eliminates the likelihood of theft or vandalism of bicycles, as they are securely parked within a docking station.

8.2 Disadvantages

Docked bicycle share schemes require space to install the stations, so they can be difficult to install in certain locations due to space restrictions. It is also costly to install the docking stations. In addition there is a maximum allocation of parking places at stations resulting in the unpredictability of knowing whether there will be a parking space for a bicycle at the end of the journey. If a Local Government has an Agreement in place with the operator, this can easily be addressed by ensuring the operator observes and relocates the number of bicycles at each station on a regular basis. In addition, docked bicycle share schemes don't work for every journey, because users may want to travel to other locations where there is no docking station. The docked bicycle share scheme is therefore inflexible with multiple journeys¹⁴.

9.0 Dockless Bicycle Share Schemes - Advantages and Disadvantages

9.1 Advantages

The main advantage of dockless bicycle share schemes is that there is more convenience with using and parking the bicycle as there is no requirement to return the bicycle to a docked station or any other set location. This eliminates the requirement for the space required to install a docking station. Dockless bicycle share schemes are also very easy to implement because there is no need to obtain approval for and install docking stations.

9.2 Disadvantages

The main issue with dockless bicycle share schemes is that users can park the bicycle in any location rather than at designated stations. This has resulted in bicycles obstructing footpaths causing safety issues for other users, dumped into rivers, discarded in trees, on top of bus shelters and accumulating in certain areas. There are also no mechanisms in place to prevent theft of the bicycles and abuse of privileges including locking bicycles in inaccessible locations for personal use (e.g. garages). Dockless bicycles have a built-in GPS tracker which hypothetically means that if bicycles are left outside a designated operating area, the user loses credit points and eventually is blacklisted from using that particular bicycle shared scheme. Users however can always create a new account to gain access to a bicycle and the GPS doesn't provide any mechanism to deter theft or vandalism from occurring¹⁵.

The parking issues associated with dockless bicycle share schemes not only affects the Local Governments who have allowed operators to run their schemes, but it can affect neighbouring Local Governments depending on where users leave their bicycles. It therefore has the potential to become a more widespread issue amongst many Local Governments.

¹⁴ Bike Raleigh. (2014). Bike Share: Smart bike or smart dock?

<http://bikeraleigh.org/home/index.php/blogbike/304-bike-share-smart-bike-or-smart-dock>

¹⁵ Bike Raleigh. (2014). Bike Share: Smart bike or smart dock?

<http://bikeraleigh.org/home/index.php/blogbike/304-bike-share-smart-bike-or-smart-dock>

It is the user's responsibility to ensure that bicycle helmets are stored in the front basket of the bicycle or looped into the smart lock device at the end of the journey. In the eastern states however this has become a major issue due to helmets being stolen. Local Governments have Agreements with the operators to ensure that all bicycles are deployed with helmets, however the rate of helmet theft is larger than the replacement of helmets. Local Governments in Sydney have noted that from experience and observations, many dockless bicycles are without helmets which means there is a proportion of users who are not riding with helmets¹⁶. If this occurred in Western Australia it would be in contravention to the *Road Traffic Code 2000*.

10.0 Options for consideration by Local Governments

(i) Formal Agreements with Operators

A formal agreement between a dockless bicycle share scheme operator and a Local Government is important not only to address bicycle parking issues, but also address other considerations for operation.

In October 2017 the City of Melbourne, the City of Yarra and the City of Port Phillip signed a formal agreement with oBike to address a range of issues associated with the implementation of bicycle share schemes. The Agreement outlines that bicycles cannot obstruct other users on footpaths, they must be parked upright and within two hours must be removed from dangerous locations. If the bicycles are not removed, the Local Governments can impound the bicycles and will only be returned to the company if they are claimed within 14 days and a \$50 fee is paid. If the bicycles are not claimed, the Local Governments may crush them¹⁷ ¹⁸. Subsequently due to bicycles obstructing the footpath, 30 oBikes were impounded, left unclaimed and then crushed by the City of Melbourne¹⁹.

Furthermore in December 2017 six inner Sydney Local Governments (Inner West Council, City of Sydney, City of Randwick, City of Waverley, Woollahra Municipal Council and City of Canada Bay) developed guidelines for the bicycle share scheme operators to abide by²⁰. Despite these guidelines being implemented, the City of Waverley impounded more than 60 bikes from local beaches, parks and streets in March 2018. A payable \$70 fee per bicycle is required before the impounded bicycles can be returned to the operator and if not claimed the bicycles are recycled²¹. The New South Wales State Government has now stepped in to

¹⁶ City of Sydney (2018). Inner Sydney Bike Share Guidelines – three month review 22 Dec 2017 – 22 Mar 2018.

¹⁷ City of Yarra. (2017). Agreement to put the brakes on bike share clutter

<https://www.yarracity.vic.gov.au/news/2017/10/17/agreement-to-put-the-brakes-on-bike-share-clutter>

¹⁸ City of Melbourne. (2017). Agreement to put the brakes on bike share clutter

<http://www.melbourne.vic.gov.au/news-and-media/Pages/Agreement-to-put-the-brakes-on-bike-share-clutter.aspx>

¹⁹ The Sydney Morning Herald. (2017). Bike sharing companies have three months to comply with new council rules <https://www.smh.com.au/national/nsw/bike-sharing-companies-have-three-months-to-comply-with-new-council-rules-20171219-h070vi.html>

²⁰ City of Sydney. (2017). Inner Sydney Bike Share Guidelines: Guidelines for dockless bike share operators. http://www.cityofsydney.nsw.gov.au/_data/assets/pdf_file/0010/295759/Inner-Sydney-Bike-Share-Guidelines-22-Dec-2017-1.pdf

²¹ Government News (2018). State minister welcomes council's swoop on bikes.

<https://www.governmentnews.com.au/2018/03/state-minister-welcomes-councils-swoop-on-bikes/>

provide more legislative power to the Local Government's Rangers through an enforceable code of practice²².

Guidelines have also been released in Canberra for operators²³. The Canberra guidelines are not as prescriptive as the Sydney or Melbourne guidelines. There appears to be no guidelines in Adelaide.

WA Local Governments considering approval of dockless bicycle share schemes should establish an Agreement with the operator before the scheme is implemented on the ground. The Department of Transport considers the following to be important aspects in an Agreement²⁴:

Equipment specifications:

- Equipment – Bicycles must be at least compliant with Australian Standards AS/NZS 1927 – 2010 Pedal Bicycles and Product Safety Australia which, among other requirements, means each bicycle must be fitted with a bell (or equivalent), an effective rear brake (front is optional) a red reflector on the rear and yellow reflectors on each wheel and each pedal. As bikes will be operating in the hours of darkness all bicycles should be equipped with working front and rear lights.
- Require that the operator equips the bikes with GPS to enable their exact location to be tracked and monitored at all times.
- Helmet legislation - A compliant bicycle helmet must be provided with each bicycle.

Restrictions of operations within specific areas

- Fleet size – Local Governments may want to impose a restriction on the maximum number of bicycles introduced initially until demand has increased.
- Parking – establish requirements for dockless bicycle parking; design a plan to educate users on proper parking and develop a plan for enforcing or managing bicycle parking.
- Bike densities e.g. no more than twelve bikes at activity centres such as train stations, bus stops and so on. Operators will need to agree to regularly remove and relocate bicycles that have been left in clusters at certain locations.

Maintenance and Operations

- Establish minimum response time, process and financial penalties for the operator to correct improperly parked or placed bicycles and financial penalties for non-compliance.
- A fee could also be imposed by Local Governments to release impounded bikes, including damaged ones that are collected when improperly parked.
- Establish minimum maintenance requirements and/or clear definitions of “functioning” bicycles.
- Require a mechanism for users to report bikes in need of repair. Require a fleet maintenance plan which identifies strategies and response time to identify and repair

²² Transport for New South Wales. (2018). New Penalties to Address Bike Dumping.

<https://www.transport.nsw.gov.au/news-and-events/media-releases/new-penalties-to-address-bike-dumping>

²³ Transport Canberra – ACT Government. (2017). Dockless Bike Share Guidelines.

https://www.transport.act.gov.au/_data/assets/pdf_file/0018/1132434/Dockless-Bike-Share-Guidelines.pdf

²⁴ Greig, R. (2018). Department of Transport Bike Share Operations Policy Paper.

or remove damaged or broken bicycles. Establish a helpline that should be staffed at least from 6.00am to 9.00pm seven days per week.

- Provide a contact person from the company with phone number and email (outside of the public customer service number) for the Local Government to contact directly.

Evaluation / review of scheme.

- Evaluation terms could be inserted into the Agreement. It is recommended that regular, independent reviews are conducted of bike share scheme to assess ongoing benefits and risks as well as address common and recurring issues.

Other options

- Limit the total number of operators and exclude operators who do not comply with the terms of the Agreement.
- Establish a bicycle infrastructure contribution fee (recommended to be at least \$50 per bike and hypothecated to ensure the funds are spent on cycling) to assist the Local Government with costs associated with the operation of the bike share scheme within their jurisdiction.

Data collection, storage, use, reporting:

- As a minimum the Operator should provide to a Local Government the number of bicycles and the current locations of all deployed bicycles both available for rent as well as those that are damaged or missing.

An example Agreement is in Appendix 2.

(ii) Enforcement of bicycle share schemes under the *Local Government Act 1995*

Under the *Local Government Act 1995*, Local Governments can enact a local law to restrict and manage the types of activities permitted in public areas. In alignment with this legislation, operators are required to apply for a permit to operate bicycle share schemes. If an operator starts operating a bicycle share scheme without a permit granted by a Local Government, they may face a penalty.

As part of granting a permit to an operator, Local Governments can impose conditions. The conditions imposed can include:

- the payment of a fee;
- the duration and commencement of the permit;
- the commencement of the permit being contingent on the happening of an event;
- the rectification, remedying or restoration of a situation or circumstance reasonably related to the application;
- the approval of another application for a permit which may be required by the Local Government under any written law;
- the area of the district to which the permit applies;
- where a permit is issued for an activity which will or may cause damage to a public place, the payment of a deposit or bond against such damage;
- the obtaining of public risk insurance in an amount and on terms reasonably required by the Local Government; and

- the provision of an indemnity from the permit holder indemnifying the Local Government in respect of any injury to any person or any damage to any property which may occur in connection with the use of the public place by the permit holder.

Certain elements agreed in a formal Agreement signed by a Local Government and an operator, before operation commences, may be enforced through a local law. This includes enforcement of bicycle parking areas and subsequent financial penalties for not complying with agreed parking areas.

Most local laws also have the provision to notify the person responsible for the ‘thing’ being placed on a thoroughfare. This means that Local Governments have the authority to notify the bicycle share operators about inappropriately parked bicycles and if not collected by the operator within a certain timeframe, the operator is deemed to be contravening the local law. As such bicycles can be removed by Local Governments and the operator may be charged a penalty.

(iii) State Government’s role with enforcement

Since the implementation of the dockless bicycle share schemes in the eastern states, the respective State Governments were initially not involved with the enforcement of parking issues believing these to be a normal part of the early stages of implementation. Local Governments developed and put in place Agreements with the bicycle share operators. This has not completely solved the issues of abandoned and inappropriately parked bicycles and some of the operators are not collecting bicycles that are being impounded by Local Governments. Some State Governments are now starting to take action to give Local Governments increased authority to address these issues.

The Environment Protection Authority (EPA) Victoria classifies dumped and vandalised bicycles as ‘litter’ and has invoked the litter provisions of the *Environment Protection Act 1970 (Vic)*. This has allowed the EPA to issue three-year Litter Abatement Notices against the operator which is oBike. This gives the City of Melbourne the power to issue fines of \$3,000 for each incident where the company doesn't act, alongside specific timeframes for removing the bikes. The Litter Abatement Notices require the operator to be removed within prompt time limits:

- 2 hours for oBikes creating a hazard, such as blocking a street
- 24 hours for damaged or vandalised oBikes
- 24 hours for oBikes cluttering the street in excessive numbers
- 48 hours for oBikes in inappropriate situations, such as on a roof, up a tree or on inaccessible land, and
- 7 days for any oBike found in a waterway

The official Litter Abatement Notices also requires the operator oBike to produce a management plan for abandoned bicycles, and a publicity plan to promote the operator customer service hotline and email address. If these are not produced, then the operator will be fined an amount per week they are delayed²⁵. oBike was not able to meet these

²⁵ Environment Protection Authority Victoria. (2018). EPA gives Council the power on oBikes. <https://www.epa.vic.gov.au/about-us/news-centre/news-and-updates/news/2018/may/30/epa-gives-council-the-power-on-obikes>

requirements set by Victoria's Environment Protection Authority within the given timeframe and was then asked to cease operation in June 2018²⁶.

The New South Wales State Government has announced it will give Local Governments "enhanced powers" through a code of conduct. Transport for New South Wales is currently working on the details of this, however it is anticipated that Local Governments will be allowed to impose larger financial penalties against operators²⁷.

(iv) Geofencing

The term 'geofencing' refers to the use of GPS to create virtual designated parking areas for dockless bicycles. These areas are shown on a map in the scheme's mobile phone app. When a user of a dockless bicycle arrives in a designated parking area, the GPS software triggers a response notifying the user via the app they are at an appropriate parking location. If users fail to park their bicycle inside the designated parking area, a notification will be received alerting the user to park in the designated zone or be penalised.

Geofencing has only been rolled out in Singapore by oBike²⁸ and by SG Bike²⁹ in 2017. It is still too early to know whether this technology may assist with parking issues. Although WA Local Governments may request that dockless bicycle share operators have geofencing capabilities, before allowing the operation to begin, in order to reduce the risk of parking issues. Areas which should not be designated parking areas such as alfresco areas, foreshores, entrances to train stations, libraries, etc should be agreed upon.

11.0 Conclusion

Bicycle share schemes offer many attractive benefits to the local community including promoting cycling as a mode of transport, increasing health, increasing mobility choices particularly for tourists and shorter trips, improving air quality and reducing congestion. Although there is limited data available to support these benefits, bicycle share schemes do have a role to play amongst other modes of transport. The differences between docked and dockless schemes is important to understand to ensure that an appropriate scheme is chosen. There are advantages and disadvantages to both types of schemes. Should a Local Government choose to implement a bicycle share scheme within its boundaries, an Agreement with the operator would be beneficial. The Agreement should detail the operator's responsibilities and particularly the actions required to address the issue of inappropriate bicycle parking or vandalism and theft of bicycles.

²⁶ The Age. (2018). Yellow oBikes leaving Melbourne in wake of crackdown.

<https://www.theage.com.au/national/victoria/yellow-obikes-leaving-melbourne-in-wake-of-crackdown-20180612-p4zkyk.html>

²⁷ Transport for NSW. (2018). New Penalties to Address Bike Dumping. <https://www.transport.nsw.gov.au/news-and-events/media-releases/new-penalties-to-address-bike-dumping>

²⁸ Tech In Asia. (2017). OBike rolls out geofencing to address illegal parking concerns <https://www.techinasia.com/obike-geofencing-singapore>

²⁹ Must Share News (2017). Bike-Sharing Firms Are Looking At Geo-Fencing To Prevent Bike Abuse, But That's Not A Great Idea Either <https://mustsharenews.com/bike-sharing-geo-fencing/>

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Appendix 1

1 Melbourne Bike Share

The Melbourne Bike Share is a docked bicycle share scheme that operates in the City of Melbourne and the City of Port Phillip and began in 2010. It consists of 51 stations, 900 docks and over 600 bikes. RACV currently operates Melbourne Bike Share. There are four types of costs involved with using the Melbourne Bike Share:

- Day pass \$3.00 over 24 hours
- Weekly pass \$8.00 over seven days
- Annual membership \$60.00 per year
- Pay as you go \$3.00 per day

2 CityCycle

CityCycle is operated by Brisbane City Council across the city centre that began in 2010. There are 2,000 bicycles and 150 bicycle stations. To use CityCycle users must sign up to a membership online or through the AllBikesNow phone app and there are three types of memberships:

- Monthly Membership (\$5 per month) online only
- Student Membership (\$3 per month) online only
- Our Casual Pass for \$2 is also available, providing 24 hours of access to the scheme. online and at CityCycle stations with Tap + Go facilities

A deposit of \$48 will be collected per individual user and will be returned only if the bicycle has been returned to a station and if the user abides by the Queensland road rules and Terms and Conditions for using the bicycles.

3 oBike

Obike is a dockless bicycle share scheme that was launched by a company based in Singapore. It launched at least 1,000 bicycles in Sydney and was previously operating in Melbourne with ongoing issues. Obike was asked to cease operation in Melbourne in June 2018 after not being able to cooperate with requirements set by Victoria's Environment Protection Authority for operation. Obike is run through a phone app. The cost of hiring an obike is \$1.99 per 30 minutes with a \$69 refundable deposit. To encourage the correct usage of an obike, they have introduced a credit/point system. Obike rewards good behaviour by providing credit points that may contribute to discounts. If the user doesn't use the bicycle correctly, then they can be charged \$19.90 per half an hour or will be banned forever.

4 Mobike

Mobike is a dockless bicycle share scheme that launched in Shanghai on April 22nd 2016, and now operates in more than 170 cities around the world. It was launched on the Gold Coast in January 2018. To use Mobike for the first time, a one-time refundable deposit of \$99 will be charged along with the plan you select. A single trip cost \$2.50 for every 30mins. Charges start once the bike has been unlocked. The timer will reset each time once the bike has been locked.

To encourage proper and responsible use of the bikes and a healthier bikeshare community, Mobike has implemented a "Mobike Score" system

- 1 .Each user will start with a Mobike Score of 550 by default. The Mobike Score will change based on user behaviour
2. In the future, a user's Mobike Score will affect their fares and use of the system. If a user's Mobike Score drops to below 100, their Mobike account will be suspended and they will not be able to access any Mobike services.
3. Users who believe their Mobike Score has been deducted incorrectly may submit an appeal by tapping "Appeal" in the top right corner of the Mobike Score records page when their Mobike Score is updated each month.

5 Ofo

Ofo is a dockless bicycle share scheme that originated from Beijing, China in 2014 and is operating in Sydney and Adelaide. To date, ofo has connected more than 10 million bikes to over 200 million users in more than 20 countries. The cost of using a bicycle with ofo is \$2 per hour.

6 Reddy Go

Reddy Go is a dockless bicycle share scheme developed by a Chinese company that has set up at least 2,500 bicycles in Sydney. The standard cost is \$1.99 for every half an hour of bike use. There is a refundable deposit of \$99 that will be returned to a user if the bicycles are used and parked correctly according to the Terms and Conditions. There is an incentive system whereby users have a credit score however Reddy Go tends not to penalise users financially. This is because Reddy Go recognises that vandals rather than users damage or move bicycles and steal helmets.

7 Urbi

Urbi is a docked bicycle share scheme launched by Perth's bike management company BikeValet. Urbi is currently operating as a trial within the CBD of the City of Joondalup in WA and is the only bicycle share scheme operating in WA at the moment. There are nine stations and 60 bicycles currently in operation, with four more stations waiting for deployment.

Appendix 2

This is an example of an Agreement in use by several local governments in Victoria. It is not to be relied upon, seek independent legal advice.

Bike Share Agreement

Between

Council (the Councils)

and

Bike Operator, name address, ACN/ABS (The Operator)

Background

The Councils encourage the use of active and sustainable modes of transportation and each has specified targets to increase the number of people cycling.

Bike share schemes have the potential to encourage cycling and public transport use by providing an alternative 'last mile' solution and play a key role in mobility for Victorians.

The placement and use of docked and dockless bike share bicycles, however, may result in undesirable amenity and other impacts if they are not managed properly.

Purpose of this Agreement

This Memorandum of Understanding (Agreement) is made and entered into, to document the understanding of the roles and responsibilities of the Councils and the Operator in relation to:

- 1.1.1. the exchange of information
- 1.1.2. agreed standards of service and maintenance
- 1.1.3. mitigation and reduction of the impacts of bike-share on public amenity.

The parties wish to proactively address any issues during system implementation phase.

Except for clauses 9.1, 9.2, 9.3 Liability, and 10.1 and 10.2 Public Liability Insurance, this Agreement is not legally binding.

Term

The term of this Agreement shall be 12 months commencing on [Date] and expiring on the [Date], unless otherwise agreed or extended by the parties in writing.

This Agreement will be replaced by a more permanent arrangement if the need arises. The performance of the Operator against this Agreement and the degree of positive or negative impact of the share bike scheme on the community, cost, safety and amenity will be factors in deciding upon more permanent arrangements.

Additional Councils will be able to join this Agreement with the agreement of the [N=] initial Councils and the Operator together with payment of a bicycle infrastructure contribution in accordance with clause 5.3.7 of this Agreement.

Project Delivery Objectives & Key Principles

The parties agree that the objectives of Dockless Bike Share are to:

- 1.1.4. Improve the attractiveness of bike riding as a travel choice, connecting people to the places they wish to visit.
- 1.1.5. Deliver a successful, well regarded, and an easy to use travel choice.
- 1.1.6. Avoid any adverse impact on safety and amenity, particularly along shopping strips and other popular precincts within our City.
- 1.1.7. Ensure all street and road users have a safe, accessible and comfortable environment.
- 1.1.8. Support the objectives of the relevant municipal Transport and Bicycle Plans and Strategies.
- 1.1.9. Support laws which require cyclists to wear helmets.

Roles and Responsibilities

The parties agree to the timeframes set out in Schedule 1 “Collection and relocation of Unused, Faulty or Damaged bikes” and the corresponding course of action.

Roles and Responsibilities of the Operator

The Operator agrees to the following roles and responsibilities:

1.1.10. Point of Contact

Ensure that all share-bikes are easily identifiable at all times.

Designate a central point of contact at management level for the purpose of communication directly with the Councils.

Establish a system for the receipt of notifications from the public and Council (including a 24 hour number service) of broken, damaged or otherwise unusable share-bikes and of abandoned share bikes or of share-bikes that have been placed in inappropriate locations.

1.1.11. Monitoring and Maintenance

Monitor bike locations across the day and week to avoid and address breaches of the deployment and parking guidelines outlined in this Agreement.

Provide adequate resources to receive and action complaints from the public and the Councils, in accordance with Schedule 1.

After notice from a Council, a customer, or a member of the public any inoperable share-bike, or share-bike which is not safe to operate shall be immediately disabled from Revenue Service and shall be suitably repaired before the bicycle is returned to Revenue Service.

The size of any third party advertising on the bicycles is to be approved by the Council/s. The Council/s will not unreasonably withhold approval. {This needs a bit more discussion re wording or inclusion at all because of the potential for visual pollution}

1.1.12. Bicycle densities

Appropriate bike density will vary by location; and may consider the number of share bikes from other operators within the vicinity of the location. (See Schedule 2, Bicycle Density Limits)

Councils may choose to introduce designated areas where dockless bike share bikes should be parked in certain locations. In these locations clause 5.3.3.1 does not apply, and as many share-bikes that can reasonably fit may be parked in the designated area. However, no other share-bikes should be parked within 200 metres of the designated area.

1.1.13. Deployment Guidelines

The Operator shall deploy bicycles in a manner consistent with the user parking guidelines including, but not limited to, not obstructing footpaths, grassed areas, outdoor café areas, bicycle parking rails or leaning against trees.

The Operator shall not deploy bicycles at inappropriate bike densities.

1.1.14. Parking Guidelines

Effectively encourage appropriate rider behaviour by educating customers using means such as, but not limited to, instructions (including pictures) on the bike, in the Operator's App, website and/or Facebook page.

Share bicycles must not obstruct safe, accessible and equitable access for people walking or travelling along the street.

Share bicycles must park near, but not within 1.5 metres of established bike parking where possible. {OPTIONAL}

Share bicycles must not prevent access to fixed bicycle parking rails.

Share bicycles must not be parked on footpaths that are too narrow or busy where they could pose a safety hazard.

Share bicycles must not be placed on any ground surface indicators, steps and ramps that provide warnings and directional assistance to people with vision impairment, or on traffic islands.

Share bicycles should not be parked by leaning, this includes against trees, buildings, poles, street furniture or any structure unless in a designated area. Share bicycles must be parked upright.

Share bicycles must park at least 1.5m away from the building line to allow free passage of pedestrians (this is important as people with a visual and/or physical impairment may use the building line for navigation).

Share bicycles must park away from the road kerb to allow pedestrians free access to and from the road and to parked motor vehicles.

Share bicycles shall not be parked on landscaped areas.

Share bicycles (and Trains –to be discussed with PTA. Operators may set limits anyway with geofencing)

Councils may designate certain areas where bicycles cannot be parked, in these locations the operator must implement a geofence to enforce the parking restriction.

1.1.15. User behaviour

The Operator shall ensure users know that legal penalties may be incurred for not wearing helmets, reckless riding or riding through red lights.

1.1.16. Data Sharing

Provide a summary record of activity relating to the share bikes to Council on the first day of each calendar month as a matter of regular communication and monitoring.

Provide the following electronic data in a machine readable format for the purposes of transport planning and research by the Council, researchers and third parties.

Provide DoT, via the LGA, with GPS trace information for all trips for modelling purposes.

Share information about the number of bicycles deployed and their location.

Share data about the number of bikes collected or relocated and the reason for this.

Share data about the number and location of bike share bikes in each Council area.

Share anonymised usage data about trips made using bike share including origin, destination time and duration.

Share data about the effectiveness of providing helmets with bicycles, their usage rates and their attrition rates over time.

Share data about the number and nature of complaints from the public and resolution times, including; location of incident; response timeframes and actions and response resolution.

1.1.17. Bicycle Infrastructure Contribution

Recognising that the deployment and parking of bicycles is a commercial activity that will impose costs to the Council, and use public space that is otherwise available for the general public, the Operator agrees to pay a financial contribution to each of the Councils as outlined in Schedule 1.

A proportion of this fee of this fee is refundable to the operator based on performance against this Agreement outlined in Schedule 1.

The Council's agree the fee will be used for the purposes of Bicycle Infrastructure development in each Municipality and communications programs to promote safe and proper use of the bicycles.

1.1.18. Communications

Undertake a media campaign in relation to the proper use of share-bikes in consultation with the Councils.

Attend meetings with the Councils to discuss operational and other matters relating to bike share as and when required.

The Operator agrees to the following consequences

1.1.19. Bicycles that breach the parking criteria established in this Agreement can be seized by the relevant Council if in accordance with Schedule 1 of this Agreement.

Role and Responsibilities of each of the Councils

Each of the Councils will:

1.1.20. Determine (at its discretion) if bikes are placed in appropriate locations or clustered in excessive numbers.

1.1.21. Nominate a central point of contact who will be responsible for the direct communication with the Operator in relation to broken, damaged, unusable or abandoned and inappropriately placed or dangerously placed share-bikes.

1.1.22. Use its media channels to encourage customers and the public to report issues to operators and to store share-bikes appropriately.

1.1.23. Encourage its staff to report broken, damaged or unusable or abandoned and inappropriately placed or dangerously placed share-bikes on Council managed land to the designated point of Contact, as per clause 5.5.2.

1.1.24. Advise the Operator of any impounded share-bikes and charge an impound fee (as set by the Council) for the collection of impounded share-bikes.

Communication & Openness

The parties will use reasonable endeavours to communicate freely and constructively with one another as necessary and to ensure that all significant issues are planned openly and agreed to in a respectful manner.

The parties will aim, where reasonably possible, to share relevant information with each other. In the normal course of events, the parties will work on the assumption that information should be freely exchanged.

This does not include commercially sensitive business information that is not relevant to the public interest.

The parties acknowledge that they have a mutual interest in the successful planning, development and delivery of the initiative. Nevertheless, it is recognised that the views and objectives of the parties may not always coincide. The parties will work openly and constructively to resolve any differences which emerge.

Dispute Resolution

If any dispute arises between the parties:

- 1.1.25. the parties must meet within 5 business days of becoming aware of the dispute to endeavour to resolve the matter promptly;
- 1.1.26. if the matter cannot be resolved between the parties and remains unresolved within two weeks of notification of a dispute the matter may be referred to an independent mediator; and
- 1.1.27. an independent mediator will be selected by agreement by all parties, and the decision of the mediator will be binding on all parties.

Variation

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

Liability

The Operator agrees to indemnify and to keep indemnified each of the Councils, their servants and agents from and against all actions, costs, claims, charges, expenses, penalties, demands and damages whatsoever which may be brought or made or claimed against them, or any of them, in connection with the Operator's performance or purported performance of its obligations under this Contract and be directly related to the negligent acts, errors or omission of the Operator.

The Operator's liability to indemnify each of the Councils shall be reduced proportionally to the extent that any act or omission of the relevant Council, contributed to the loss or liability.

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

Insurance

The Operator shall, at all times during the Agreement Term, be the holder of a current public liability insurance policy to cover legal liability to third parties for personal injury or property damage as a result of an occurrence in connection with the business of the insured, as specified in the public liability policy in the name of the Operator.

The Operator shall ensure that it has a level of insurance coverage appropriate for any injuries or damage that may result from use of its share bikes – including collision with pedestrians.

The public liability policy shall extend to cover the each of the Councils in respect to claims for personal injury or property damage arising out of the negligence of the Operator.

The public liability policy should be underwritten by APRA approved insurer/s, and the sum insured should not be less than \$20,000,000.

Evidence that the Operator's insurance meets the requirements at clauses 10.1, 10.2 and 10.3 must be provided to the Councils.

Definitions

The following definitions apply throughout this document.

- 1.1.28. 'Dangerously placed' means: any share bike that located in a place where it causes an unreasonable hazard to any person or vehicle.
- 1.1.29. 'Inappropriately placed' means: any share bike that is placed in an unreasonable location, as determined by and to the discretion of the relevant Council.
- 1.1.30. 'Revenue service' means: a share-bike which is able to be used by a customer of the share-bike scheme, for the purpose of the share-bike scheme.
- 1.1.31. 'Faulty / damaged / unsafe' means: any bike which is unsafe to operate or does not meet Australian Standards 'Pedal bicycle-Safety requirements AS/NZS 1927:1998'.

Exercise of Councils' powers

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

EXECUTED as a DEED

SIGNED SEALED AND DELIVERED)
by **[Name], XXX CITY COUNCIL**)
pursuant to an Instrument of)
Delegation authorised by Resolution)
of Council.)

.....
Witness

SIGNED SEALED AND DELIVERED)
by **[Name], XXX** pursuant to an)
Instrument of Delegation authorised)
by Resolution of Council.)
)

.....
Witness

SIGNED SEALED AND DELIVERED)
by **[Name] XXX CITY COUNCIL**)
pursuant to an Instrument of)
Delegation authorised by Resolution)
of Council.)

.....
Witness

SIGNED for and on behalf of the
The Operator as represented by

Name:

Signature

Witness:

Name:

Signature:

Date

SCHEDULE 1 - Collection and relocation of Unused, Faulty or Damaged bikes

The following tables provide guidance on...

Tipped-over, faulty, damaged, abandoned or inappropriately parked bikes

If member of the public or the relevant Council notifies the operator about tipped-over, damaged, faulty, abandoned or inappropriately parked bikes the following timeframes apply. If any of the timeframes listed below are exceeded, the bicycles are subject to being impounded by the Council.

Incident	Timeframe	Action
Dangerously placed	2 hours	Where a bicycle is causing an unreasonable hazard (i.e. parked across a road, carriageway, etc.) the operator will relocate the bike within 2 hours. A council or relevant authority may remove and impound the bicycle at any time.
Bike reported as faulty / damaged / unsafe	0 - 24-hours	Operator will immediately deactivate the bicycle from Revenue Service. Operator will check bicycle for safety / damage / faults and will remove the bike from the public realm until it is suitably repaired.
Inappropriate bike density	0 - 24-hours	Where excessive numbers of bicycles are present the Operator will reduce the number of bicycles at a single location by relocating the excessive bicycles.
Bike tipped-over	0 - 24-hours	Operator will upright bicycle, within 24-hours of being notified.
Inappropriately placed	0 - 48-hours	Where a bicycle is parked in an inappropriate location, but where it is not causing an unreasonable hazard, the operator will relocate the bike within 48-hours.

Unused bikes

Both share bike operators and local municipalities have an active interest in ensuring share-bikes do not remain in one location for extended periods of time. Bikes which are not being used, do not provide revenue to the operator; whilst also occupying finite street-space and contributing to clutter. The following time-frames outline appropriate measures to ensure bicycle are being used and are not left in one-location for an unacceptable length of time.

Timeframe	Action
0-7 days	No action. It is expected that occasionally bikes may not be used for a period of 7 days.
7-10 days	The operator must take active steps to ensure the bike is moved. This can include retrieving the bike and relocating it; or offering customer incentives to relocate the bike; however the bicycle must be relocated. It is unacceptable for the operator to check the bike for faults, and leave it in the same location.
11-14 days	If the bike has not been moved at the end of 11 days, Council may instruct the operator to relocate the bike. This is only expected to occur in circumstances where the operator is unable to locate the bike via normal

	processes (i.e. if the GPS coordinates are inaccurate or the bicycle is not in plain sight).
15+ days	The bike is retrieved and impounded by the local council – a fee of \$50 is payable for the release of the bike.
14 days after impoundment	The bike is recycled by the local council. The fee to release the bike remains outstanding and a fee equal to the cost of recycling is levied against the operator.

Timelines and process for Council removal of bicycles and associated fees.

If the issues outlined above have not been addressed at the end of the stated timeframe, the bike may be retrieved and impounded by the local council. The Council will notify the Operator that is has impounded a bicycle including details of the numbers of bicycles and the dates they were impounded.

A fee of \$50 is payable for the release of each bicycle.

The bicycle is subject to disposal by the local council 14 days after impoundment. The fee to release the bicycle remains outstanding and a fee equal to the cost of recycling is levied against the operator.

Bicycle Infrastructure Contribution

Contribution	Description
\$50 per bicycle	Per annum (calculated pro rata) financial contribution from the Operator to each Council that is a signatory to this Agreement
40%	Maximum refund amount (per annum calculated pro rata) to the Operator at the end of the Agreement payable by each Council based on compliance against the resolution timeframes this Agreement. This is based on operator management of bicycle placement and parking related issues to the satisfaction of the Council.

SCHEDULE 2 - Bicycle Density Limits

Bicycle densities must not exceed six bicycles per 200 metres except at specific locations i.e.

- Activity centres including train stations
- [Other, local government-specific locations]