
Memorandum of Understanding
Between

LIME TECHNOLOGY LIMITED

Registered address: Hays Galleria, 1 Hays Lane, London SE1 2RD

Company Number: 11517465

And

The London Borough of Bromley

This Memorandum of Understanding (MoU) sets for the terms and understanding between Lime Technology Limited, and The London Borough of Bromley to implement a trial scheme for dockless bike sharing (the project).

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1. BACKGROUND

- 1.1 Lime Technology Limited (company number: 11517465) "Lime" is a company registered in England and Wales which was established for the purpose of providing dockless mobility solutions to cities, towns, business and unviersities in the UK.

2. PROJECT OVERVIEW

- 2.1 The project is to initially deliver up to 500 dockless bikes within the Borough of Bromley.
- 2.2 The trial will start on 2019 with 200-500 bikes
- 2.3 The trial will last for a 12-month period
- 2.4 The project will be reviewed at a monthly meeting between the parties to understand usage and if there is a requirement to increase the number of bikes on the streets. The increase will be mutually agreed between both parties.
- 2.5 Lime will manufacture, deliver / deploy bikes. The key locations and quantities are to be agreed with the Borough of Bromley.
- 2.6 Lime will maintain, thorough servicing and repairs, for all bikes deployed in Bromley.
- 2.7 Bromley will engage with Lime with the view to entering a long term agreement at the end of the trial period.

3. THE TRIAL OBJECTIVES ARE;

- 3.1 Develop a working partnership between Lime and Bromley.
- 3.2 Deploy up to 500 dockless bikes to key locations, with areas to be agreed by Bromley.
- 3.3 Develop marketing strategies and campaigns in partnership with Bromley.
- 3.4 Deploy Lime App.
- 3.5 Regularly share data with Bromley
- 3.6 Monthly review and understand feedback in relation to the project and refine the project as required.
- 3.7 Work with Bromley to identify virtual parking stations and official dockless cycle parking areas.
- 3.8 Ensure that bike deployment, and redeployment plans abide by dockless parking good practice guidance
- 3.9 Work with Bromley to develop good cycling practices / safety campaigns and introduce new dockless parking good guidance. This information will be available in the app.
- 3.10 Offer discounts to groups of users in negotiation with the Borough. They will therefore have subsidised access to the bikes for the duration of the trial.

4. SERVICE MANAGEMENT

Lime services include, but are not limited to:

- 4.1 Answering residents written / e-mail complaints in 1 working day written to a designated address.
- 4.2 2 hour recovery (from point of written notification) of bikes that are obstructing the public highway. This service level agreement is applicable during the hours of 07:00 to 21:00 Monday–Sunday. Any bikes reported outside of these hours will be collected in the morning within 2 hours.
- 4.3 Lime acknowledges that the Borough of Bromley reserves the right to recover and relocate bikes when necessary with recourse to recharge Lime following such removal.
- 4.4 Regular redistribution of bikes to key areas specified by the Borough of Bromley.
- 4.5 Bikes are serviced in Lime's depot and service records will be maintained for all works.
- 4.6 All bikes will be serviced to Lime's maintenance procedure.
- 4.7 24/7 call centre will be provided for customer relations.
- 4.8 All Lime staff will be paid London Living wage and Lime will endeavour to recruit local staff.

5. BIKE SPECIFICATION AND SAFETY

- 5.1 All Lime bikes will meet the bike safety standards: EN ISO 4210-2:2015.
- 5.2 All bikes delivered for this project have been fully serviced before being deployed on street.
- 5.3 The specification for the bikes is available on request.
- 5.4 Every bike will be fitted with GPS, locks, bell, brakes, and front and rear lights & reflectors

6. USE OF DATA AND INFORMATION

- 6.1 Lime shall provide the Borough of Bromley with aggregated, anonymised ridership data whilst working within the relevant data protection legislation.
- 6.2 All Lime users will set up a secure membership account, which will hold personal data such as name, address, phone number and credit card details
- 6.3 Lime will comply in all respects with the Data Protection Act 2018 and GDPR and indemnifies the London Borough of Bromley in relation to any breaches by Lime.

7. CONFIDENTIALITY

- 7.1 The Parties hereby agree that the execution of this MOU, as well as the terms and conditions contained herein and any information about Limes business or business plans in the UK or elsewhere or otherwise provided by Lime to the Borough of Bromley, are considered to be confidential information and therefore undertake not to disclose any such information without the prior written consent of the other Party, except for (i) the disclosure made to their employees, directors, officers, agents or consultants on a need to know basis or (ii) as required by applicable securities laws and authorities.

8. REPORTING

- 8.1 Lime is committed to providing transparency and actionable data regarding how its fleet fits into the greater tapestry of city transportation.
- 8.2 Lime has built a Data Insights dashboard that provides an overview of data insights regarding the trial.
- 8.3 Lime is happy to further discuss collaboration around data from the trial.
- 8.4 Users and the general public can report issues to Lime through the Lime app, by email or by phone.
- 8.5 Health and safety issues – Any issues arising related to health and safety will be notified to the Borough of Bromley within 48 hours of report of the incident.

9. DURATION

- 9.1 This MOU may be modified by mutual consent of authorised officials from Lime and the Borough of Bromley.
- 9.2 This MOU shall become effective upon signature by the authorised officials from Lime and the Borough of Bromley and will remain in effect until modified or terminated by any one of the partners by mutual consent.
- 9.3 In the absence of mutual agreement by the authorised officials from both parties this MOU shall end on 2020 which is at the end of the twelve month period.

10. DISPUTES

- 10.1 In the event of a dispute, controversy or claim arising out of or relating to this Memorandum of Understanding, or the breach, termination or invalidity thereof (a "Dispute"), the Parties shall use their best efforts to settle promptly such Dispute through direct negotiation.
- 10.2 If a Dispute is reported by e-mail, it shall be responded to by a Lime representative within 24 hours. If this is not resolved a meeting will convened within 48 hours.

11. TERMINATION

- 11.1 The agreement can be terminated within 30 days by either party. This will invoke the withdrawal of operations procedure.

12. GENERAL

The pricing structure for the project is detailed below;

- 12.1 Bike hire rate is proposed at £1 to unlock, with subsequent 15 pence per minute, and is subject to change

Liability – Lime will have the following insurance cover, copied of which are available on request:

- 12.2 Employer's Liability Insurance minimum £5million
- 12.3 Public Liability Insurance minimum £10million
- 12.4 Insurance on Company Vehicles

13. INDEMNITY

Lime indemnifies the London Borough of Bromley against all actions, claims, demands and liabilities arising from the Lime dockless bike service. Lime shall not be liable for any indemnity as a result of any negligence on the part of the London Borough of Bromley.

14. BINDING

This MOU/Agreement is a legally binding contract subject to English law and the unfettered jurisdiction of the English courts.

15. REPRESENTATIVES / CONTACT INFORMATION

15.1 The contact details for the supplier and the client are below;

Supplier name: Lime Technology Limited
Partner representative: Jaanaki Momaya
Position: General Manager UK
Address: Hays Galleria, 1 Hays Lane, London SE1 2RD
Telephone: +447590053184
E-mail: jaanaki@li.me

Authorised Officer
Lime Technology Limited
Date:

Client name: The London Borough of Bromley
Partner representative:
Position:
Address:
Telephone:
E-mail:

Authorised Officer
The London Borough of Bromley
Date:

Lime Data

Definitions

[MDS](#) is a data standard proposed by the LA Department of Transportation. It has since then been more widely adopted and implemented in Europe (Vienna, Warsaw, Marseille, etc) and North America (Los Angeles, Detroit, Minneapolis, Providence, etc).

Terms

Lime will provide access to MDS for the following purposes.

- As a tool to help the borough analyze traffic and usage patterns within the borough
- To be used in conjunction with other data for planning and other public interest related initiatives

MDS requires an authentication token to access. The authentication token may not share this token with anyone who is not an employee of the Council..

Prohibited Usage

Data acquired via MDS can't be used for any commercial purposes. The Data may not be shared with anyone outside of the Council organization except as agreed in advance with Lime. In particular, this data may not be shared with any 3rd party transit, competitors of Lime or other aggregators (e.g. Citymapper) that are not directly run by the Council.

All data provided via MDS to be proprietary and confidential to Lime. Disclosing any such information without the express written consent of Lime is strictly prohibited and Lime will be entitled to take appropriate action to protect this data and its interests..