



**APPROVED TRADING IN PUBLIC PLACES PERMIT
(E-Scooter 12month trial)**

Permit Holder	BEAM MOBILITY AUSTRALIA PTY LTD
Permit Holder's Address	4 Knowles Avenue NORTH BONDI, NSW 2026
Location	Shire of Denmark
Term of Licence	12 MONTH TRIAL (RE-APPLICATION REQUIRED)
Date of Expiry	22 DECEMBER 2023

**THIS PERMIT IS ISSUED IN ACCORDANCE WITH THE SHIRE OF DENMARK
ACTIVITIES ON THOROUGHFARES AND TRADING IN THOROUGHFARES AND
PUBLIC PLACES LOCAL LAW 2001, SUBJECT TO THE FOLLOWING CONDITIONS:**

- a) **Following the expiry of agreement, all e-scooters and associated infrastructure shall be removed from public roads and any other public lands, unless otherwise agreed to in writing by the Chief Executive Officer.**
- b) **No more than 80 hireable e-scooters are to be operational within the Shire of Denmark at any one time, unless otherwise approved between Beam and the Chief Executive Officer.**
- c) **Users of e-scooters must be provided with terms and conditions of use which promote responsible and legal use, public safety and good behaviour. Systems must be put into place that penalise a user for non-compliance with the terms and conditions.**
- d) **The geofencing must be maintained to ensure operations are consistent with the e-scooter program at all times.**
- e) **Adherence to any directives from the Shire of Denmark to amend the e-scooter program parameters, such as associated geofences. General modifications shall occur within 2 hours (120 minutes) of the initial request of the Shire of Denmark, during business hours. Modifications required due to health and safety concerns shall occur within 30 minutes of the initial request by the Shire of Denmark, during business hours.**
- f) **There shall be no availability for Beam Mobility to claim for compensation or damages as a result of any disruption to business or loss incurred due to any event, market, parade, thoroughfare works or amendments to the e-scooter program.**
- g) **Systems must be in place to incentivise good e-scooter parking behaviour, penalise non-compliance and promptly ensure that they are reparked and/or relocated. Good parking behaviour means parked in an upright position and not leaning or resting on other street furniture, buildings or infrastructure, are promptly reparked and/or relocated.**

- h) The locations of all e-scooters shall be monitored at all times to avoid nuisance, clutter or congestion.**
- i) Unused e-scooters left in no-parking areas are to be collected and redistributed to approved parking areas indicated within the e-scooter program.**
- j) Driveways, walkways and carparks shall not be obstructed.**
- k) A rider incentive scheme may be employed to encourage return of e-scooters to designated parking areas.**
- l) A minimum 1800mm clearway for pedestrians is to be maintained on public walkways and thoroughfares, unobstructed by parked e-scooters at all times. Shire of Denmark officers must be provided with the authority and ability to easily move or relocate e-scooters that are deemed to be in inappropriate locations at any time.**
- m) The Shire of Denmark reserves the right to cancel the permit without compensation for reasons including, but not limited to non-compliance with:
 - i. Shire of Denmark Local Laws;**
 - ii. the conditions of the permit;**
 - iii. State or Federal legislation, regulation or rules; or**
 - iv. the approved e-scooter program.****
- n) All e-scooters are to be legal and safe to operate under Australian laws and regulations. Any faulty or damaged scooters must be disabled when reported.**
- o) E-scooters must not be able to exceed the maximum speed limits prescribed under Western Australian laws and regulations.**
- p) A public liability insurance policy of a minimum of \$20,000,000 is to be maintained at all times.**
- q) Adequate personal accident insurance coverage for each trip that the users (customers) of the e-scooters undertake shall be maintained at all times.**
- r) Indemnify and release Council and the Minister for Lands from all liability arising from, or in connection with, the permitted activity under the permit including:
 - i. any claim made by any person for injury, direct and indirect loss or damage arising in any manner;**
 - ii. any direct or indirect loss or damage to any property belonging to Beam Mobility or other persons located in the vicinity of the operational area caused by Beam Mobility or its agents; and**
 - iii. any direct and indirect loss, damage, injury or illness of any type sustained by any person in relation to or as a result of the permitted activity.****
- s) Make good any damage caused, and/or reimburse the Shire for any maintenance/repair costs that are caused by, or in connection with, the permitted activity.**
- t) Grant the Shire of Denmark access to data through a custom dashboard, or equivalent reporting methodology. The data shall include key metrics as agreed between Beam Mobility and the Chief Executive Officer.**
- u) Provide a monthly report on the operational statistics. The report must be provided electronically by the 15th day of every month and provide statistics of the preceding month. The report must include, but is not limited to:
 - i. a summary of trips undertaken in the reporting month including trip duration, trip distance, trip start and end point, and dates.****

- ii. **customer feedback received and categorised. The report shall include, the number and type of complaints reported by users and non-users or any other sources. The report should include the average time taken to resolve complaints and by type.**
 - iii. **statistics on known incidents, collisions and injuries including information about date, time, contributing factors and severity as agreed between the Shire and Beam.**
- v) **Undertake rider surveys at appropriate intervals throughout the term of the permit to capture user feedback and demographic information.**
 - w) **Notify and provide reports on any known incidents and injuries resulting in hospitalisation or ambulance attendance of a user or third party within 48 hours of Beam becoming aware of the incident.**
 - x) **Other than the logo or name of the Beam Mobility, no advertising is permitted on the e-scooters, helmets or any associated infrastructure.**
 - y) **Provide, maintain and install signage, decals or similar identifiers to clearly indicate e-scooter parking areas, as directed by the Shire of Denmark. Following conclusion of the trial, these shall be removed at full cost of the Beam Mobility, unless otherwise agreed to in writing by the Chief Executive Officer.**

Dated this the 22nd day of December 2022



David Schober
Chief Executive Officer