

3 July 2019



Email: 

Dear 

I refer to your letter dated 10 June 2019 in which you requested all correspondence between the Dunedin City Council and Beam Mobility Holdings Pte. Ltd and Bird Rides Inc.

Your request has been considered under the Local Government Official Information and Meetings Act (1987) and the following response is provided:

For your ease, the response is written beneath each question.

- a) All correspondence between Dunedin City Council and any of the following companies, or representatives of these companies, including in particular (but without limitation) any documents or proposals relating to shared electric vehicles:
 - i) Beam Mobility Holdings Pt. Ltd (trading as “Beam”)
A copy of all correspondence between the Dunedin City Council and Beam Mobility Holdings Pt. Ltd is attached for your information.
 - ii) Bird Rides Inc (trading as Bird)
There has been no correspondence between the Dunedin City Council and Bird Rides Inc therefore there are no attachments relating to this.
- b) Without limiting the foregoing request, any other documentation or information held by Dunedin City Council relating to the above companies.

All information held by the Dunedin City Council has been attached to this letter therefore there is no additional documentation or information relating to the above companies.

I trust this answers your enquiry.

Yours sincerely



Lynne Adamson
Governance Support Officer

Lynne Adamson

From: Monique Elleboode
Sent: Monday, 8 April 2019 11:05 a.m.
To: Simon Pickford
Cc: Dave Cull; Sue Bidrose
Subject: FW: Beam and the City of Dunedin
Attachments: _Letter to City of Dunedin - Beam .pdf; City Cooperation MOU Dunedin.docx; Beam Mobility.pdf

Follow Up Flag: Follow Up
Flag Status: Flagged

Hi Simon
Will you reply to Mr Kitschke?
And are you ok for me to acknowledge this email, saying that this item is now before you to progress, and that you will reply to Mr Kitschke directly?
Pls advise.
Thank you
Monique

From: Brad Kitschke [REDACTED]
Sent: Friday, 5 April 2019 9:08 p.m.
To: Mayor <mayor@oa.dcc.govt.nz>
Cc: [REDACTED] CSA Customer Services - DCC address
<customer.services@dcc.govt.nz>
Subject: Beam and the City of Dunedin

--
Brad Kitschke
Head of Public Affairs (Australia & New Zealand)
Beam Mobility

[REDACTED]
W www.ridebeam.com



Beam Mobility New Zealand Limited

Mayor Dave Cull

Dunedin City Council

By email mayor@dcc.govt.nz

Re: Beam e-scooters

Dear Mayor Cull,

I write to introduce myself and Beam Mobility New Zealand Limited, and to advise that Beam would like to launch services in Dunedin as soon as possible. A local mobility service works best in partnership with the Council and as such we would like to propose a Memorandum of Understanding between Beam and the City of Dunedin. I attach a draft Memorandum of Understanding for your consideration.

Our entire approach is about partnership. We don't just turn up and turn on. Instead, we seek to work with Councils and ensure that e-scooters add to the amenity of the city. We are acutely conscious of the mistakes made by other bike-share and scooter providers by not properly considering city amenity ahead of a disruptive roll out.

I would welcome the opportunity to meet with you to discuss your Council's approach to e-scooters and the proposed draft Memorandum of Understanding for Beam to launch 200 e-scooters in the City of Dunedin.

Below for your information is our intended operations zone in the City of Dunedin

Deployment Map

Scooter Deployment Plan

Week	1	2	3
Fleet Size	75	150	200
Helmet Supply	150	450	600



I attach for your consideration a draft of a Memorandum of Understanding in the hope you will be open to partnering with Beam.

Please do not hesitate to contact me should you require further information. I look forward to working with Council and to providing services to Dunedin.

Yours sincerely

Brad Kitschke
Head of Public Affairs (Australia and New Zealand)
Beam Mobility

w - www.ridebeam.com



MEMORANDUM OF UNDERSTANDING

To Launch Beam's scooter Sharing Services in
Dunedin City Council New Zealand

This Memorandum of Understanding ("MOU") is made on []
("Commencement Date") between [] ("Beam") to launch Beam's dock-free scooter sharing service in Dunedin

WHEREAS:

- A. The City of Dunedin has premises that comes under its ownership, control, management and/or regulatory authority.
- B. Beam is a micro-mobility solutions service provider that provides a fleet of scooters that are distributed throughout a networked area in a way which allow users to unlock it using an app and travel almost anywhere.
- C. Both Parties agree to make the Memorandum of Understanding with the following content.

NOW IT IS HEREBY AGREED:

1. Joint Objectives

- 1.1 Encourage the uptake of scooter sharing as an effective, affordable and eco-friendly means of short distance travel in Dunedin.
- 1.2 Enhance the multimodal connectivity (or personal mobility) in Dunedin and alleviate traffic congestion.
- 1.3 Drive benefits to local communities in Dunedin through private partnerships and public-private partnerships.

2. Scope of the Cooperation

Both parties agree to:

- 2.1 Collaborate to promote, support and encourage the use of Beam's dock-free shared bicycles for short distance travel and recreation.
- 2.2 Take reasonable steps to inform users that they need to adhere to road rules and regulations.

2.3 Propose mutually acceptable solutions to maintain orderliness and to prevent the misuse of Beam's escooter and its services.

2.4 Work together as partners on education, enforcement and other mutually acceptable solutions to prevent infractions or misuse of shared escooters.

2.5 Maintain an open approach to communicate about major concerns, issues or opportunities, including issues arising from the different policies and priorities of each party.

3. Management of Beam's Operations in Dunedin

Beam is committed to work with Dunedin City Council to create a real partnership to make short distance travel in Dunedin safer, more efficient and more convenient. These are our promises to Dunedin City Council .

Beam commits to:

3.1 Track, charge and redistribute our escooters ensuring they are deployed in a responsible manner. We will maintain the quality and rideability of our vehicles through regular maintenance and upkeep.

3.2 Grow our fleet in a responsible manner. We will provide enough shared escooters to meet the demand for greater mobility but we will not "dump vehicles" in Dunedin for the sake of gaining market share.

3.3 Track, store and maintain our data in a secure and responsible manner.

3.4 Share with Dunedin City Council trip data or any interesting mobility insights gleaned from these trips in order to build and improve transportation infrastructure.

3.5 Invest in user education and be proactive in communicating the rules and responsibilities of ridership to our users. Beam will continue to encourage its riders to consider the environment, operate their vehicles responsibly and utilize shared space within the rules of the city.

3.6 Apply a speed cap of 15km/h on all its vehicles in Dunedin.

3.7 Work with users and the local community to charge and refresh escooters regularly. This approach generates social and economic benefits and maximises Beam's ability to serve the city's mobility needs.

3.8 Provide an in-app and other reporting facilities for city official or members of the public to report infractions, vandalism, and faulty escooters.

3.9 Respond to a notice and retrieval system. When informed by city officials and/or the public about an infraction caused by our escooters, Beam will retrieve the scooter within a reasonable time-frame [Refer to ANNEX A].

3.10 Work with the City of Dunedin to co-develop practical parking guidelines for scooter sharing that will meet the city's demand for improved personal mobility, and also take into consideration Council's need to manage public spaces

- 3.11 Take reasonable steps to inform users and members of the public the role they play in preserving public amenity. We will also incentivize users and the local community to end their scooter trips appropriately.

4. The City of Dunedin's Partnership Agreement

The City of Dunedin agrees to:

- 4.1.1 Permit users of Beam's scooter sharing service to ride scooters on all legal public thoroughfares, unless where it is specifically prohibited.
- 4.1.2 Areas where riding/ parking is prohibited should not constitute more than 10% of the legal public land owned and managed by the City of Dunedin

5. Expenses and Budget

This Memorandum of Understanding does not constitute an obligation of finance, budget or any other commitments. If there are any actions that would cause such obligation, it must be implemented in accordance with the rules, procedures and regulations of all parties.

6. Public Relations on Cooperation

Publicizing, advertising or providing information about the operation or operating results shall be reviewed on a case by case basis.

7. Confidentiality

All parties agree to keep the perceived confidential information of the other party confidential and shall not disclose, publicize or do any actions to make the confidential information available to a third party which may cause damages to the owner of the confidential information.

8. Amendment of the Memorandum of Understanding

Either parties may change or amend the details of this MOU by giving the other party reasonable written notice. When all parties are in agreement to the amendment, the changed letters shall be made and entered into force from the date that all parties sign the amended or changed memorandum.

9. Withdrawal and Termination

Either parties may withdraw from participation in this MOU by giving the other party reasonable written notice.

The end of this Memorandum of the Cooperative Agreement in any case does not result in the cancellation of the project which has already been implemented or is in the process of implementation under this Memorandum of the Cooperative Agreement.

10. Legal Notice

Sending legal notice or any required documents to the other party's domicile appeared in this Memorandum of Agreement is considered as sent with righteousness and that the other party has been informed since the date of the notice or documents.

This agreement is made in two copies which contain the exact identical statements and in witness hereof, the parties have read and understand the entire substance of this agreement and hereunder sign their names and affix seal (if applicable) with each party keeping one copy.

Sign _____ "Beam"

Mr Alan Julian Jiang
Chief Executive Officer

Sign _____ "The City of Dunedin"

(Name)

(Title)

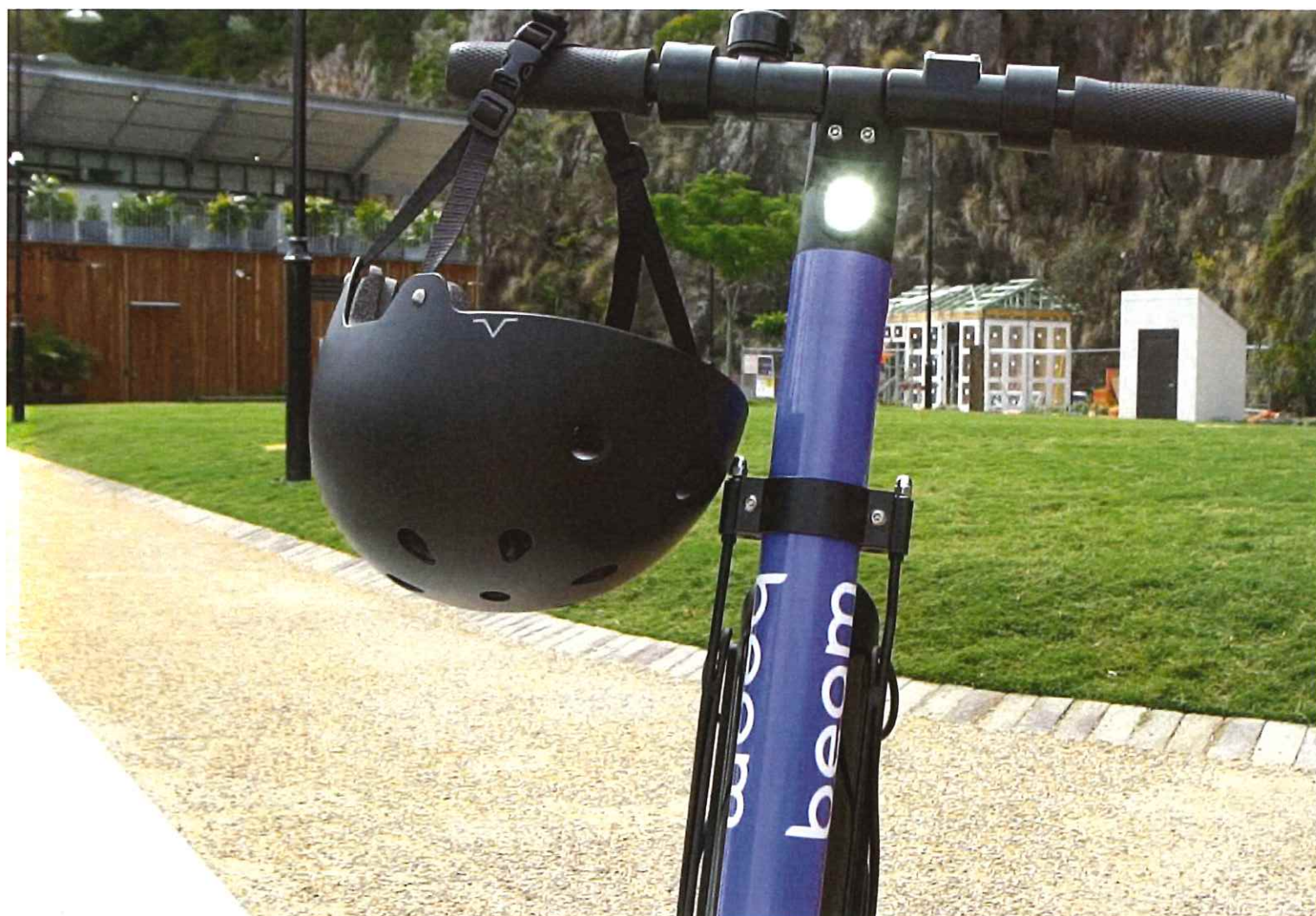
Sign _____ Witness

Sign _____ Witness



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BEAM PROPOSAL SUMMARY

THE IMPORTANCE OF COMPETITION

Competition in the market is important to drive price, service and safety improvements for consumers, to be a catalyst for innovation and improvement and to stimulate investment. Without competitive pressure, or by limiting the number of services, the benefits to the community will be limited.

ENHANCING SAFETY

We have a five-pronged safety strategy: (i) variable speed caps; (ii) in-app reminders and safety video; (iii) social media messaging; (iv) community safety events; and (v) free helmet distributions. While mandatory helmet use may negatively impact the business case for eScooter sharing, we encourage voluntary helmet use.

SUPPORTING TOURISM

When a user logs in to a Beam e scooter for the first time, our system can send the user a system generated pop up screen with a link provided by the local council that will take them to specific content about local tourist attractions, information or special events.

SUPPORTING PUBLIC TRANSPORT INVESTMENT

Beam will work with Council to ensure

that scooters are available at public transport interchanges as an economic and environmentally friendly last-mile solution – providing a connected multi-modal transport network. We will also make available periodic data about the connectivity of eScooters and public transit services.

CITY AMENITY

Beam is conscious that it needs to both improve city amenity and be seen doing so. We want to avoid the mistakes made by others and ensure that when someone sees a Beam eScooter on the street, it is immediately considered to be an asset, not a disturbance

DEDICATED PARKING ZONES AT KEY LOCATIONS

While not compulsory, we advocate working with Council and building owners to allocate dedicated Beam Spots outside of buildings with large workforces, such as major offices, public transit interchanges, shopping centres, and government buildings. Through the app, users will be encouraged to park in Beam Spots and walk the extra few metres. In future, these parking areas could be co-located with charging stations to ensure the eScooters are available for use by other consumers and support operational efficiency.

34%

OF ESCOOTER RIDERS WOULD HAVE TAKEN A CAR
SOURCE: PORTLAND BUREAU OF TRANSPORTATION



IN ONE U.S CITY

760,000 KM

TRAVELLED ON ESCOOTERS IN FIRST THREE MONTHS OF OPERATION
SOURCE: CITY OF INDIANAPOLIS USA





ABOUT BEAM

We are a micro-mobility service provider

We want to change the way you move

We want to make your everyday trip simple, faster and more convenient

COMPANY OVERVIEW

Founded in Singapore with a passion for new mobility, Beam is focused on expanding transport solutions in Asia, Australia and New Zealand, beginning with eScooters. As cities continue to grow, Beam allows urban residents to take ownership of their transportation options.

A Beam trip will allow anyone to move safely and efficiently, reduce their environmental footprint and go from here to there, how they want and when they want.

Beam is incorporated as BEAM MOBILITY AUSTRALIA PTY LTD. ACN 629 999 533

EQUIPMENT

In Australia, Beam will use the latest technology Segway Ninebot ES4. This is a heavy-duty eScooter sharing model. The full technical details of the ES4 can be found as an annex to this document.

OPERATIONS

COMPANY POLICIES

Data security and protection are critical to ensuring public confidence in a mobility company. As such Beam has developed Australia specific Terms & Conditions as well as identified a Data Protection Officer who oversees our data protection activities.

The Terms and conditions can be found at: <https://www.ridebeam.com/rider-terms-and-conditions/australia>

Beam's Data Policy can be found at: <https://www.ridebeam.com/privacy-policy>

PUBLIC FEEDBACK

- In-app feedback: Users have the ability to provide direct feedback through the Beam app. It goes into a ticketed system via Zendesk which will be answered by a customer support representative.
- Social media channels: Feedback aggregated from our social media platforms will be handled by our community manager. Actionable items will be channelled to the relevant operations lead for action to be taken.

PRICING

Our pricing structure for Australia will be \$1 to unlock the eScooter and a \$.20 charge per/minute of use. There is no deposit required.

REPORTING AND DATA SHARING

- GPS location data sources. Beam currently uses both the mobile phone of the user and a GPS tracker attached to the vehicle to determine the location of the user and vehicle. Using an aggregator, we will apply a set of logic to the data to produce the most accurate location data result.
- Average moving speed data source. For every trip, the vehicle firmware stores the precise average moving speed, calculated as distance travelled during the trip divided by time during the trip while the motor was active.
- User surveys. Beam will design and implement user surveys in conjunction with Council to better understand the "how" and "why" users are choosing a new mobility option.
- Incident reporting. On a weekly basis, Beam will provide Council with complaint and crash reporting based on user-generated communications through our app and call centre

FLEET OPERATIONS

Beam employs the 5Rs of eScooter sharing operations:

REDISTRIBUTE

Beam marshals move eScooters from where they are to where there is demand

REPAIR

Beam marshals find missing or reported damaged eScooters and aim to keep at least 90% of the fleet in good operating condition at all times.

REWARD

To encourage people to think about the next

rider and their environment, and to incentivise riders to end their trips appropriately.

RETRIEVAL

When a trip is ended improperly (e.g. >20m from an appropriate parking location) a notice and retrieval system informs Beam marshals to respond to the infractions within 2 to 4 hours

RECHARGE

All eScooters need to be charged on average every other day.

Beam typically employs 3 methods of recharging the fleet, with the approximate percentage of the recharging needs listed:

WAREHOUSE CHARGING BY OPERATIONS TEAM EMPLOYEES (50%)

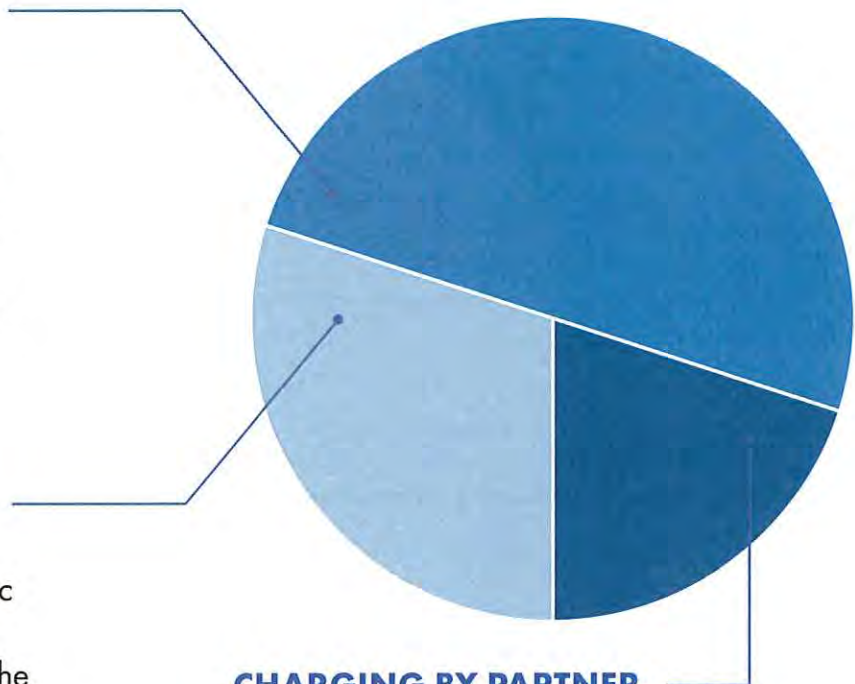
Beam will employ 10 - 20 city operations marshals who will be tasked to pick up eScooters from the streets from 6pm - 10pm and redeployed by 6am the next day

CHARGING BY BEAM CHARGERS (30%)

Interested members of the public who pass a simple but robust on-boarding process (through the app) will be paid between \$7 - \$20 per-fully charged scooter that is rebalanced back to a deployment spot, identified by a blue pin on the Charger view of the app

CHARGING BY PARTNER BUSINESSES (20%)

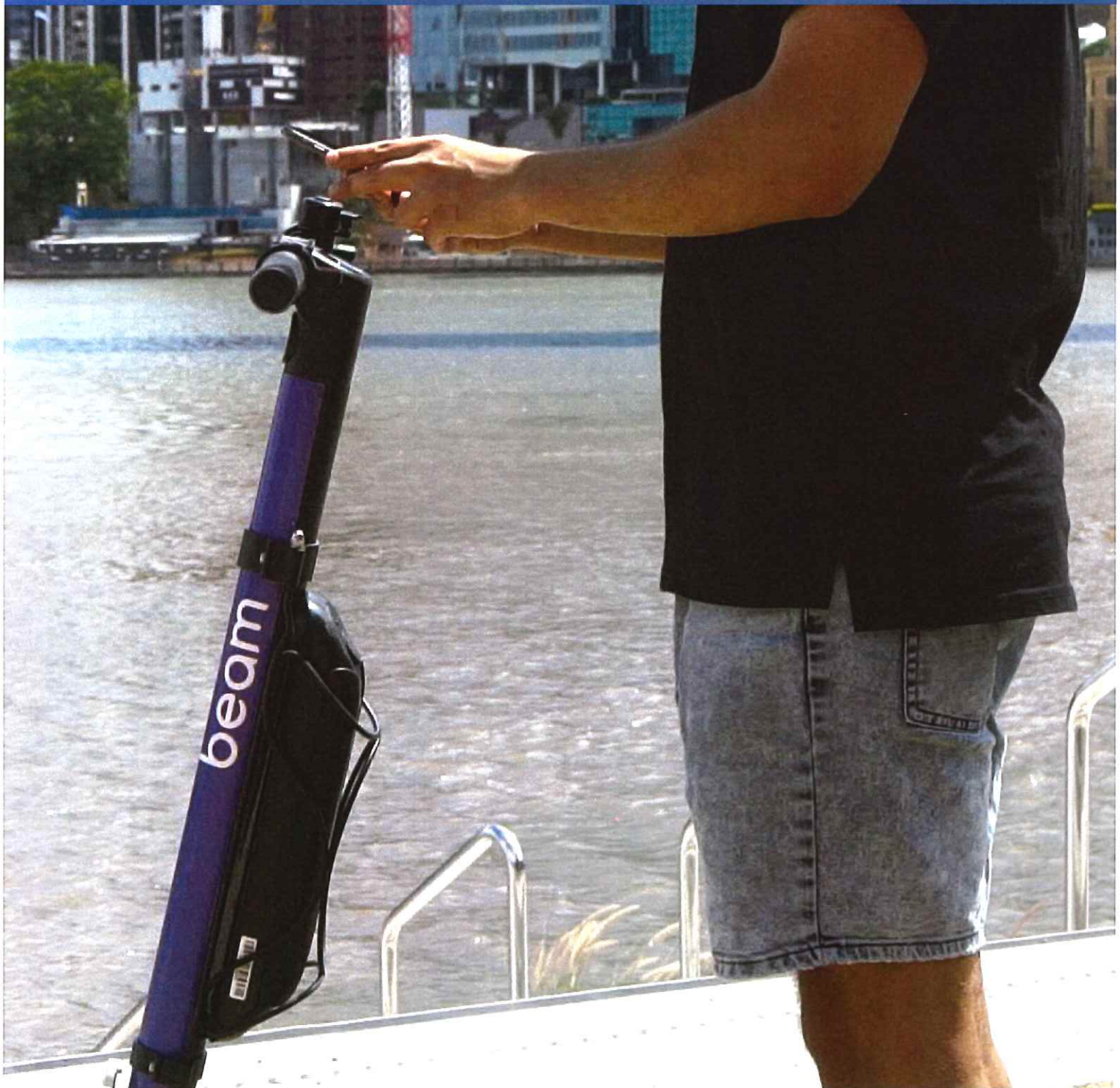
Interested businesses can work with us to retrieve, charge and redeploy eScooters in need of charging that end their trips at or near their premises. These businesses will be paid monthly depending on volume



DEPLOYMENT PLAN

In markets where we operate, we leverage our demand analytics to improve our staff productivity in solving real local problems (e.g. frequency at which a scooter needs charging, re-balancing). We work on various solutions to decrease the ratio of "failed rides" to "successful rides" within 4 weeks of trial to 8%, and we continue to work towards decreasing it to 1% while steadily growing supply to match demand within any fleet size caps agreed to with Council.

The service area is defined by a "geo-fence" apparent to the user on the Beam app map view. Users can successfully end a trip only within the service area; if users try to end a trip anywhere else, the vehicle will not lock, the app warns the user, and billing continues. Un-serviced exclusion zones within the service area can be defined in collaboration with Council and major property owners.



ENHANCING SAFETY

At the forefront of Beam's vision to change the way people move is the fundamental belief that every trip must have a focus on safety. For us, safety is more than ensuring a rider has a functioning vehicle that meets safety requirements.

A safe Beam ride also means that (i) Beam riders feel safe to ride eScooters as part of their daily travel (ii) Beam riders considers the environment, operates their vehicles under control and utilises shared space within the rules.

SPEED CAP

Beam applies a motor-assist speed cap of 25 km/h on all its eScooters in all the cities it operates in and can adjust it depending on local road use requirements.

IN-APP REMINDERS AND SAFETY VIDEO

Beam sends an in-app reminder for users to adopt safe, responsible riding etiquette at all times. In cities that allow eScooters to be ridden on footpaths and shared paths, Beam reminds riders to ride in single-file, give way to pedestrians and slow down or dismount in crowded places. Credits towards the next ride are awarded to users who completely finish watching an in-app safety video.

SOCIAL MEDIA

(Facebook/ Instagram). Beam's users are social people and we use social media channels to connect with them. This also



provides the platform for Beam to share and amplify its safe riding messages, either as a company-wide initiative or a joint initiative with government partners.

PARTNERSHIPS & GRASSROOTS EVENTS

Beam will engage with community organizations to develop locally specific safety programs to educate and influence the wider public.

HELMETS

Some people are concerned about wearing a helmet that has been worn by others, so deploying helmets with scooters may not be desirable. Instead, Beam will provide at least as many free helmets as the number of eScooters to be deployed via community safety events throughout the year.

VIOLATIONS OF TERMS

Beam has several operational thresholds to enforce proper use, ranging from in-app messaging to levelling fines to banning users from the platform.

SUPPORTING PUBLIC TRANSPORT AND TRANSPORT CHOICES

Beam will work with Council to ensure that scooters are available at public transport interchanges as an economic and environmentally friendly last-mile solution – providing a connected multi-modal transport network. We will also make periodic data about the connectivity of eScooters and public transit services available to government and academic researchers.

Beam proposes that it work with tertiary educational institutions to launch on campus and help facilitate student travel.

TYPICAL RANGE COMPARISON EXAMPLE MAP



BENEFITS OF BEAM AND OUR COMMITMENT

HYPER-LOCAL CUSTOMISATION AND PARTNERSHIPS FOR PARKING AND CHARGING

In addition to providing its core service of eScooter sharing, the positive impact that Beam will leave on the local economy and community lies in our ability and willingness to hyper-localise in our set-up, operations and technology.

A key focus for Beam is in developing business partnerships. We are in active discussion with a number of hotel chains & serviced apartments, malls and stalls (restaurants and convenience stalls) that are keen to improve access to their premises.

Beam works with local partners by creating "Beam Spots" at their premises. These partnerships will help to (i) Drive footfall and eventually spending to local businesses, some of which are just a bit hard to get to (ii) Preserve the city's amenity by helping to visually carve out specific locations where users can start and end their trips.

In return, these businesses can help to charge the Beam eScooters parked at their premises and get paid a fee for doing so. Beam could also push out location-based end trip promotion to riders that would benefit the business owner.



Space required
for 9 people



For example, when a rider ends his/her trip at a cafe where we have a "Beam Spot" and a deal in place, a promotion for a Buy-1 - Get-1 muffin would be pushed to the rider, encouraging them to spend at the coffee shop.

We have a number of innovations in the pipeline that we will employ to drive footfall and bring benefit to the local economy.

CREATING EMPLOYMENT

Beam creates operations and gig-economy jobs in every city it launches in. Beam hires local operations staff to help with maintenance, repairs, and operations. Beam also contracts Beam Chargers – interested members of the public who sign up through the app and pass a simple but robust on-boarding process. They will be paid between \$7 - \$20 per-fully charged scooter that is rebalanced back to a deployment spot, identified by a blue pin on the Charger view of the app. Each person will be able to charge up to five scooters per day. A Beam Charger who has a good track record will be given the opportunity and equipment to charge more eScooters and earn more. This approach further generates social benefits by providing an income stream to a broad cross-section of the community.

beam

BENEFITS OF BEAM AND OUR COMMITMENT

SUPPORTING TOURISM

When a user logs in to a Beam eScooter for the first time, our system can send the user a system generated pop up screen with a link provided by the local council that will take them to specific content about local tourist attractions, information or special events

DIVERSITY

Studies have shown that eScooter sharing services may be closing the gender gap for micro-mobility solutions, with more women being open to using eScooters . One of the main reasons hypothesized is that women may feel safer on electric scooters because they are smaller and are more easily ridden on paths than bicycles. As noted in the safety section, Beam will work to educate all riders on safe and courteous path use where this is permitted. The other reason hypothesized is that women may be more distance-sensitive, and are therefore likely to take up eScooters which facilitate a greater range compared to walking.

CONTACT:

Brad Kitschke
Head of Public Affairs (Australia
and New Zealand)

W - www.ridebeam.com

SUPPORTING TRANSPORT PLANNING

At Beam, we apply a machine learning approach to the trips data collected on a daily basis and analyse the ridership data collected on a daily basis.

We understand that effective use of insights from micro mobility data can help the public sector to craft effective transportation policies and plans, which will further help to improve safety, equity and efficiency as new modes of shared mobility technologies continue to evolve.

If granted permission to operate, Beam will start by providing basic data. The partnership with Beam will allow the Council to gain access to data for monitoring progress towards public goals, for a better transportation future.

With a longer-term operating permit, we can work towards creating maps out of trips data, highlighting patterns, drawing relationships and ridership insights that would be incrementally more valuable for city planning.

To that longer-term goal, Beam is also happy to collaborate with the Council to co-design and contribute towards a mobility framework that will work for the city.



Lynne Adamson

From: Brad Kitschke [REDACTED]
Sent: Wednesday, 10 April 2019 12:54 p.m.
To: Simon Pickford
Cc: Monique Elleboode
Subject: Re: Beam and the City of Dunedin

Yep that works for me
I'm driving back from Newcastle
To Syd at that time so it's perfect for a call
If you call my number [REDACTED] that should be perfect.

Brad

Brad Kitschke
Head of Public Affairs (Australia&New Zealand)
Beam Mobility
[REDACTED]

W: www.ridebeam.com

On 10 Apr 2019, at 10:40 am, Simon Pickford <Simon.Pickford@dcc.govt.nz> wrote:

Hi Brad,

I am General Manager Community Services at Dunedin City Council.

We would be keen to discuss your plans and proposed MoU. Are you available this afternoon (NZ 3pm – 5pm) for a chat?

Thanks

Simon

From: Brad Kitschke [REDACTED]
Sent: Friday, 5 April 2019 9:08 p.m.
To: Mayor <mayor@oa.dcc.govt.nz>
Cc: [REDACTED] CSA Customer Services - DCC address
<customer.services@dcc.govt.nz>
Subject: Beam and the City of Dunedin

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Brad Kitschke
Head of Public Affairs (Australia & New Zealand)
Beam Mobility
[REDACTED]

W www.ridebeam.com

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Lynne Adamson

From: Brad Kitschke [REDACTED]
Sent: Wednesday, 10 April 2019 07:49 p.m.
To: Simon Pickford
Cc: Cindy Ashley
Subject: Re: Beam

Hi Cindy

Lets lock in the Wednesday at 1pm if that still suits.

I will aim to have more information to you by next tuesday so that hopefully everything will be covered off on Wednesday.

Brad

On Wed, Apr 10, 2019 at 2:08 PM Simon Pickford <Simon.Pickford@dcc.govt.nz> wrote:

Hi Brad,

Good to talk just now.

I am available the following times:

- Wednesday 17th after 1pm
- Thursday 18th after 10:30am

If you can let us know what suits you I will get my PA Cindy to book us an hour. Cindy – can you see if Richard (or one of his team?) or Simon D are available?

Thanks

Simon

Simon Pickford

General Manager Community Services

Dunedin City Council

50 The Octagon, Dunedin; P O Box 5045, Moray Place, Dunedin 9058, New Zealand

Telephone: 03 477 4000; Mobile: 021 949 922; Fax: 03 474 3594

Email: simon.pickford@dcc.govt.nz



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--
Brad Kitschke
Head of Public Affairs (Australia & New Zealand)
Beam Mobility


W www.ridebeam.com

Lynne Adamson

From: Brad Kitschke [REDACTED]
Sent: Tuesday, 16 April 2019 04:00 p.m.
To: Simon Pickford
Subject: Re: Tomorrows meeting

Thanks so much

On Tue, Apr 16, 2019 at 3:58 PM Simon Pickford <Simon.Pickford@dcc.govt.nz> wrote:

Hi Brad,

Done.

Thanks

Simon

From: Brad Kitschke [REDACTED]
Date: Tuesday, 16 April 2019 at 3:53 PM
To: Simon Pickford <Simon.Pickford@dcc.govt.nz>
Subject: Tomorrows meeting

Hi Simon

I am wondering if we might be able to move the meeting tomorrow from 1pm to earlier.

I need to get back to Syd Wednesday evening so need to get a 250pm flight from Dunedin to Auckland.

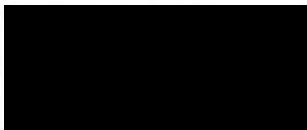
I am free from anytime after 10am in Dunedin if you are able to move the time?

Brad

Brad Kitschke

Head of Public Affairs (Australia & New Zealand)

Beam Mobility



W www.ridebeam.com



If this message is not intended for you please delete it and notify us immediately; you are warned that any further use, dissemination, distribution or reproduction of this material by you is prohibited..

Brad Kitschke

Head of Public Affairs (Australia & New Zealand)

Beam Mobility



W www.ridebeam.com

Lynne Adamson

From: Simon Pickford
Sent: Wednesday, 8 May 2019 10:43 a.m.
To: Brad Kitschke
Subject: Re: Following up - Beam/DCC meeting

Thanks, Brad.

From: Brad Kitschke [REDACTED]
Date: Tuesday, 7 May 2019 at 8:50 PM
To: Simon Pickford <Simon.Pickford@dcc.govt.nz>
Subject: Re: Following up - Beam/DCC meeting

Hi Simon

apologies that I didnt get back to you on this

Notes are confirmed and waiting on next steps and draft MOU

Brad

On Tue, May 7, 2019 at 6:37 AM Simon Pickford <Simon.Pickford@dcc.govt.nz> wrote:

Good morning Brad,

Just following up on my email below. Can you confirm the meeting notes and next steps?

Many thanks

Simon

From: Simon Pickford <Simon.Pickford@dcc.govt.nz>
Date: Tuesday, 30 April 2019 at 2:52 PM
To: Brad Kitschke [REDACTED]
Cc: Simon Drew <Simon.Drew@dcc.govt.nz>, Richard Saunders <Richard.Saunders@dcc.govt.nz>, Adrian Blair <Adrian.Blair@dcc.govt.nz>, [REDACTED]
Subject: Following up - Beam/DCC meeting

Hi Brad,

I have just returned from the Easter break and am just following up on our 17 April meeting.

Here is my summary of the main points discussed:

- Beam launching in Dunedin with 200 'Segway Ninebot' e-scooters, initially.
- Launch date tbc but only once DCC/Beam have signed an MoU.
- Beam wish to work with DCC and be a model operator.
- Beam believe the Segway Ninebot to be a superior scooter to the current Lime model – there are no reported braking issues – there is no remote braking and the scooters have both front and back-wheel brakes.
- Helmets will be provided by Beam free of charge and will be available at council civic centre/library/partner businesses. Beam are looking at securing to scooters in the near future.
- Beam's operational model is similar to Lime with freelance 'Chargers' (similar to Juicers), two full time operational/ maintenance staff locally.
- Support will be via the Beam call centre in Manila and DCC would have direct access to the local operational team.
- Speed – Beam are willing to limit the speed of scooters based on location. We discussed the idea of a speed limit (10-15kmh) on George St between Pitt and Princes Streets (exact areas tbc).
- Geofenced 'no go' zones – Beam can geofence specific areas such as the Botanic Garden and the University Campus (exact areas tbc). This would mean that riders entering these areas would slow safely to a stop and not be able to end their ride while in the area.
- DCC could also identify preferred drop off areas and riders would be encouraged to use these (via a discount on their next ride etc). This would reduce 'scooter clutter'.
- Beam chargers will remove all scooters from public areas between 11 pm – 5/7 am every night.
- Beam will provide DCC access to detailed ride data (via a dashboard / API).
- History and experience: Beam have been operating in Kuala Lumpur for 6 months. Adelaide launched on 15 April with 500 scooters. Beam is registered for tax in NZ.
- Beam have/will be approaching Auckland and Christchurch Councils.
- Beam understand that DCC is in the process of amending a bylaw which would provide a regulatory mechanism to license e-scooter operators (and similar devices) in the near future. This may result in restriction of scooter operators, numbers, operation locations, speed etc.

In terms of next steps we propose:

1. Beam to provide a demonstration in Dunedin of its offering, including geofencing, speed limiting, preferred drop-off locations etc.
2. Develop a DCC/Beam MoU – this will be based on the DCC/Lime MoU but will be reflective of Beam's enhanced functionality. DCC will provide a first draft.
3. Once we have the above in place, we will agree a launch date.

Can you confirm that the notes above are reflective of our discussion and that you are happy with the next steps.

Thanks

Simon

Simon Pickford

General Manager Community Services

Dunedin City Council

50 The Octagon, Dunedin; P O Box 5045, Moray Place, Dunedin 9058, New Zealand

Telephone: 03 477 4000; Mobile: 021 949 922; Fax: 03 474 3594

Email: simon.pickford@dcc.govt.nz



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Brad Kitschke
Head of Public Affairs (Australia & New Zealand)
Beam Mobility

W www.ridebeam.com

Lynne Adamson

From: Simon Pickford
Sent: Tuesday, 28 May 2019 10:52 a.m.
To: Brad Kitschke
Subject: Re: Following up - Beam/DCC meeting
Attachments: DRAFT Memorandum of Understanding DCC-BEAM v1.1.docx

Hi Brad,

Please find attached the draft MoU. I've left gaps for:

- Start date
- 14.2 The BEAM representative
- Schedule 1 – Map of preferred drop off areas
- Schedule 2 – Map of 10-15km/h speed limited zone
- Schedule 3 – Map of 'no ride' zones

The MoU is based on the Lime MoU with additional information based on Beam's claimed technical abilities / service levels.

Once you have had a chance to review the MoU we would like to see a demonstration of Beam's geofencing abilities in Dunedin.

Thanks

Simon

From: Simon Pickford <Simon.Pickford@dcc.govt.nz>
Date: Friday, 24 May 2019 at 3:08 PM
To: Brad Kitschke [REDACTED]
Subject: Re: Following up - Beam/DCC meeting

Hi Brad,

I am just collating feedback from the various DCC teams and will have it out to you early next week.

Cheers

Simon

From: Brad Kitschke [REDACTED]
Date: Friday, 24 May 2019 at 2:40 PM
To: Simon Pickford <Simon.Pickford@dcc.govt.nz>
Subject: Re: Following up - Beam/DCC meeting

Hi Simon

Just following up how you are going on amending the draft MOU I sent through for consideration?

Brad

Hi Brad,

I have just returned from the Easter break and am just following up on our 17 April meeting.

Here is my summary of the main points discussed:

- Beam launching in Dunedin with 200 'Segway Ninebot' e-scooters, initially.
- Launch date tbc but only once DCC/Beam have signed an MoU.
- Beam wish to work with DCC and be a model operator.
- Beam believe the Segway Ninebot to be a superior scooter to the current Lime model – there are no reported braking issues – there is no remote braking and the scooters have both front and back-wheel brakes.
- Helmets will be provided by Beam free of charge and will be available at council civic centre/library/partner businesses. Beam are looking at securing to scooters in the near future.
- Beam's operational model is similar to Lime with freelance 'Chargers' (similar to Juicers), two full time operational/ maintenance staff locally.
- Support will be via the Beam call centre in Manila and DCC would have direct access to the local operational team.
- Speed – Beam are willing to limit the speed of scooters based on location. We discussed the idea of a speed limit (10-15kmh) on George St between Pitt and Princes Streets (exact areas tbc).
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Simon

Simon Pickford

General Manager Community Services

Dunedin City Council

50 The Octagon, Dunedin; P O Box 5045, Moray Place, Dunedin 9058, New Zealand

Telephone: 03 477 4000; Mobile: 021 949 922; Fax: 03 474 3594

Email: simon.pickford@dcc.govt.nz

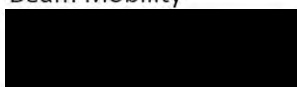


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Brad Kitschke
Head of Public Affairs (Australia & New Zealand)
Beam Mobility



W www.ridebeam.com

Memorandum of Understanding

Dated _____ May 2019

PARTIES

Dunedin City Council, a local authority under the Local Government Act 2002 (**DCC**)

and

Beam Mobility Australia Pty Ltd, a duly incorporated Company, trading as "Beam" (**BEAM**);

Purpose and Intent

- 1 The Parties wish to ensure the management of public places and to provide reasonable controls to protect the health and safety of the public, and from nuisance, while meeting customer expectations and supporting the wider transport objectives for Dunedin City.

Relationship principles

- 2 The Parties acknowledge that the following relationship principles will govern their interactions:
 - i The Parties will be collaborative, conduct their interactions with each other in a professional manner, and communicate in a way that is open and effective; and
 - ii The Parties will address any issues that arise in a timely manner and engage in discussions to resolve any issues in good faith.
 - iii The Parties will promote and endeavour to ensure the safe and convenient passage of pedestrians on the footpath.

Obligations and responsibilities of BEAM

- 3 In order, to the purpose and intent of this Memorandum of Understanding (**MOU**), BEAM agree to do or undertake the following:

Location and Placement of E-Scooters

- 3.1 At the start of each day, deploy no more than five E-Scooters in the deployment locations.
- 3.2 That neither BEAM nor any of its agents will park E-Scooters, in inappropriate locations including, without limitation:
 - a) In positions that restrict footpaths to less than 1.2m width in suburban and rural areas, and 2m in the central business district – includes shops, schools, aged persons homes or facilities, hospitals, tourist attractions, bus stops, libraries.);
 - b) where they could pose a safety hazard;
 - c) where they could interfere with pedestrian access generally or access to amenities; or
 - d) any other areas identified by a Council officer to be an inappropriate location;
 - e) in the way of pedestrian crossing points, or the path of pedestrian traffic adjacent to those crossings

- f) at the kerb within bus stop extents, or directly adjacent to taxi stand, mobility parking or an authorised vehicle only parking space.
- 3.3 The location and placement of the E-Scooters set out above in clause 3.1 is subject to review by the DCC within three months of signing this MOU and at three monthly intervals thereafter and may be altered at the DCC's discretion but only after discussion with BEAM.
- 3.4 Will inform its users or riders of the requirements set out above in clause 3.2.
- 3.5 Will ensure that E-Scooters are removed from public places every evening of operation by 11pm and not returned until 5am at the earliest.
- 3.6 Where a DCC officer advises BEAM that an E-Scooter is parked or left in an area which it has identified as an inappropriate location, BEAM will, within a reasonable time remove the E-Scooter. Any E-scooter removed following a request from the DCC may be redeployed to a location and in accordance with the clauses 3.1 and 3.2.
- 3.7 BEAM must ensure E-Scooters are effectively redistributed to avoid excessive build up in any one area and provide the DCC with a rebalancing, relocation and redistribution plan to meet the Operation and Parking KPIs set out in Appendix A.
- 3.8 To deliver on the expectations of the DCC to ensure the management of public places and the delivery of the expected support for the wider transport objectives for Dunedin City, BEAM will target the Operation and Parking KPIs set out in Appendix A.
- 3.9 DCC may also identify 'preferred drop off' areas (Schedule 1). Riders would be encouraged to use these (e.g. via a discount on their next ride) rather than leaving E-scooters anywhere on the street.

Use of E-Scooters

- 4 BEAM will educate customers about safety checks, responsible riding and correct parking, including the impacts to the public of using inappropriate locations to the public.
- 5 BEAM will advise riders that they can incur penalties for breaching any law, regulation, standard or applicable rule including, by way of example, unauthorised use of special vehicle lanes, or operating a vehicle inconsiderately or in a prohibited area.
- 6 BEAM will advise riders that E-Scooters must not be used or ridden in a manner that is or might be dangerous to the public or to any person and that this includes use in parks and reserves.
- 7 BEAM will advise riders that E-Scooters are to be used safely and carefully and that riders must be considerate to all other road and footpath users, ensuring that:
- 7.1 When on the road, users must keep as close as possible to the edge of the roadway; and
- 7.2 When on the footpath, users must:
- 7.2.1 Not ride at speeds that put other footpath users at risk; and
- 7.2.2 Always give way to pedestrians and drivers of mobility vehicles.
- 7.3 BEAM will limit the speed of E-scooters based within a geofenced area at the request of DCC (Schedule 2). Riders entering 'low speed' zones will automatically decelerate safely to a defined speed while in the area.

- 7.4 BEAM will create geofenced 'no ride' zones at the request of DCC (Schedule 3). Riders entering 'no ride' zones will automatically decelerate safely to a stop and not be able to end their ride while in the area.

Safety and Maintenance

- 8 BEAM will ensure that:
- 8.1 Each E-Scooter is legal and approved under standards or definitions set out by the New Zealand Transport Agency as a wheeled recreational device;
- 8.2 Each E-Scooter has:
- 8.2.1 A working bell;
 - 8.2.2 A steady or flashing rear-facing red light(s) that can be seen at night from a distance of 200 metres; and
 - 8.2.3 A white or yellow headlight(s) that can be seen at night from a distance of 200 metres;
- 8.3 The design, performance and assembly of each E-Scooter complies with appropriate standards; and
- 8.4 Each E-Scooter is regularly inspected and maintained to ensure it is compliant.
- 9 BEAM must provide the ability for users, as well as the public, to report safety and maintenance issues with the E-Scooters. This must include a publicly displayed New Zealand contact phone number and email address on each E-Scooter.
- 10 BEAM commits to meeting the Safety and Maintenance KPIs set out in Appendix B.
- 11 BEAM agree to speak to or otherwise communicate with representatives of the disability or mobility sector or any other interested public service groups, whether referred to them by the DCC or not, to address any issues or concerns that these sectors may have in respect of the use and operation of BEAM's E-scooters in the City.

Obligations and Responsibilities of the DCC

- 12 The DCC agrees to undertake the following:
- 12.1 Assign and provide BEAM with a key representative who may be contacted by BEAM to discuss any matter to which this MOU relates;
- 12.2 To reasonably advise BEAM if any E-Scooter is seen located in breach of any condition of this MOU.
- 12.3 Liaise with the BEAM key representative about rebalancing, relocation, and redistribution plans to assist BEAM meet its obligations set out in Appendix A.
- 12.4 To refer a member of any disability or mobility sector or public interest group wishing to raise an issue or express concern in respect of the use and operation of BEAM's E-scooters. Any referral shall be made at first instance to the BEAM Key representative named in this MOU.

Reporting

- 12.1 BEAM will provide raw non-identifiable information (Appendix C) to the Council on a monthly basis subject to Council introducing measures agreeable to BEAM to protect its commercially sensitive information.

- 12.2 BEAM will report monthly to the DCC on the reporting measures set out in Appendices A and B.

Confidentiality

- 13.1 In relation to all information that the Parties provide and/or receive under this MOU, the Parties agree that:
- 13.1.1 Where a Party is providing information that it believes is confidential and/or commercially sensitive, it will advise the receiving Party, that the information is being provided on a confidential basis.
- 13.1.2 Where a Party is receiving information provided on a confidential basis, it will not disclose that information unless:
- 13.1.2.1 the disclosure is required by law; or
- 13.1.2.2 the information is already publicly available (other than through a breach of this clause); or
- 13.1.2.3 the Party who provided the information has given its written consent to the disclosure;
- 13.2 The Parties acknowledge that the DCC is subject to the Local Government Official Information and Meetings Act 1987, and may disclose information relating to this MOU to the requester.
- 13.3 The Parties agree that the undertakings given in relation to the confidential information shall continue notwithstanding the termination of this MOU.

14 Key Representatives

- 14.1 The DCC nominates Simon Pickford as their representative in respect of any discussions, actions to be carried out, or decisions to be made under this MOU. The key representative's contact details are: Simon.pickford@dcc.govt.nz, 03 477 4000, 021 949 922.
- 14.2 BEAM nominates xxxxxx as their representative in respect of any discussions, actions to be carried out, or decisions to be made under this MOU. The key representative's contact details are: xxxxxx.

General

- 15 The Parties acknowledge that the Privacy Act 1993 applies to their respective operations and will act to ensure compliance with this Act.
- 16 Any policy developed by BEAM or the obligations upon either Party under this MOU may be superseded by requirements or obligations imposed by code of practice, statute, regulation or legal process.
- 17 While this MOU is based on a spirit of collaboration, if a dispute arises, the Key Representatives of the Parties will meet and seek to resolve the dispute through good faith discussions.
- 18 Notwithstanding any other clause in this MOU, this MOU does not bind or restrict DCC as a regulatory authority, and any consent or agreement given by DCC.
- 19 Noting that this memorandum relates to roads and footpaths and other public places under DCC control only.
- 20 Either party may terminate this MOU by giving the other party ten (10) day's prior written notice.

DRAFT

APPENDIX A: OPERATION AND PARKING KPIS

Operations and Parking KPIS			
Condition	Minimum Response	Reporting Measure	
Incorrectly parked or nuisance (i.e. where an E-Scooter is parked in an inappropriate location, but where it is not causing an unreasonable hazard).	Resolved within 2 hours of being notified during normal BEAM operational hours.	Number of incorrect parking or nuisance issues reported per month .	
Unsafe use of e-scooters by users.	Follow up with user within 4 hours of being notified during normal BEAM operational hours.	Number of complaints reported per month How the complaint was resolved or if the complaint is unresolved, the expected date of resolutions, or reason(s) why the matter is unresolved	

APPENDIX B: SAFETY AND MAINTENANCE KPIS

Safety and Maintenance KPIS			
Condition	Minimum Response	Reporting measure	
Dangerous or hazardedly placed E-Scooters (e.g. on a roadway, up a tree, in a river, etc.).	Resolved within 2 hours of being notified during normal BEAM operational hours.	Number of reported hazardously or dangerously placed E-Scooters per month.	
Unsafe or faulty E-Scooters (e.g. brake fault, light out, etc.).	Deactivated immediately (upon verification)	Number of reported unsafe or faulty E-Scooters per month.	
Safety inspections	Must be inspected daily.	Number of E-Scooters inspected per month.	

APPENDIX C: REPORTING INFORMATION

Reporting measure	Format	Description
Number of registered users.	Excel or CSV	Comparable from Auckland and Christchurch
Total number of rides per month.	Excel or CSV	Comparable from Auckland and Christchurch
Average distance covered per trip.	Excel or CSV	Comparable from Auckland and Christchurch
Average time of trip;	Excel or CSV	Comparable from Auckland and Christchurch
Start time of trip/ end time of trip	Excel or CSV	Comparable from Auckland and Christchurch
Overlay of deployment locations with demand "hot spots".	Excel or CSV	Comparable from Auckland and Christchurch
Heat map of use, e.g. routes.	Excel or CSV	Comparable from Auckland and Christchurch
Number of faults reported per month.	Excel or CSV	Comparable from Auckland and Christchurch

Number of incorrect parking or parking nuisance issues reported per month	Excel or CSV	Comparable from Auckland and Christchurch
Number of reports of unsafe rider behaviour per month	Excel or CSV	Comparable from Auckland and Christchurch

Schedule 1 – Map of preferred drop off areas

Schedule 2 – Map of 10-15km/h speed limited zone

Schedule 3 – Map of 'no ride' zones

Signed for and on behalf of the **Dunedin City Council** by:)
)

Authorised Signatory

Signed for and on behalf of **Beam Mobility Australia Pty Ltd** by:

Authorised Signatory

DRAFT

Lynne Adamson

From: Brad Kitschke [REDACTED]
Sent: Saturday, 1 June 2019 06:57 p.m.
To: Simon Pickford
Subject: Re: Following up - Beam/DCC meeting

Hi Simon Thanks for this

we'll take a look and get back to you once we have run through.

We'll need to amend it to our local entity Beam Mobility New Zealand Ltd.

I will be in touch soon.

On Tue, May 28, 2019 at 8:51 AM Simon Pickford <Simon.Pickford@dcc.govt.nz> wrote:

Hi Brad,

Please find attached the draft MoU. I've left gaps for:

- Start date
- 14.2 The BEAM representative
- Schedule 1 – Map of preferred drop off areas
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Simon