Full Council

31 July 2025

Report for Agenda Item | Rīpoata moto e Rāraki take [7]

Department: Property & Infrastructure

Title | Taitara: Beam e-Scooter Trial Conclusion

Purpose of the Report | Te Take mō te Pūroko

The purpose of this report is to:

- Update Councillors on the completed trial of Beam e-scooters in Queenstown; and
- To close out the current micromobility workstream.

Recommendation | Kā Tūtohuka

That the Council:

1. **Note** the contents of this report;
2. **Agree** that the Beam trial shall be concluded; and
3. **Direct** officers to monitor the need for further work, including trials, if the demand for micromobility increases.
4. **Direct** officers to report back to Infrastructure Committee in 12 months' time to update on any uptake or developments in micromobility.

Prepared by:

Name: Adrienne Hooper
Title: Senior Infrastructure Planner (Transport)
7 July 2025

Reviewed and Authorised by:

Name: Tony Avery
Title: General Manager – Property & Infrastructure
9 July 2025

Context | Horopaki

Summary of Beam e-Scooter Trial

1. A Memorandum of Understanding (MOU) between Queenstown Lakes District Council (QLDC) and Beam Mobility New Zealand Limited (Beam) was signed in April 2023 to commence a trial of commercial hire e-scooters in Queenstown. The purpose of this agreement was to trial dock-free[1] e-scooters in the Queenstown Lakes District (the district) with an initial trial period of two years.

2. Approval for the Beam trial was given at the Full Council meeting on 15 December 2022. At this meeting concern was expressed that scooters would be left on the streets and could become trip hazards and impede footpath users. It was emphasised that the focus of the trial should be on achieving mode shift[2] and exploring if e-scooters would be used to replace private vehicle travel.

3. The signed MOU with Beam is included with this report as Attachment A.

4. Key details of the trial under the MOU:
    a. New model of operation utilising designated parking zones on private land, different from the system seen in other NZ cities

    b. E-scooter parking locations exclusively on private land

    c. Valid for up to 400 e-scooters

    d. Available to hire between 6.00am – 10.00pm, 7 days a week

    e. The trial area only covered Queenstown and Frankton

    f. Geofencing certain areas to either prohibit use, or to restrict speed limits in urban areas

5. An update on the trial was presented to Infrastructure Committee on 8 October 2024. At this workshop support was stated for scaling of the trial by expanding into Wānaka and adding e-bikes to both the Whakatipu and Upper Clutha, creating additional transport options.

6. An addendum to the MOU has been signed by QLDC and Beam extending the trial through to 31 July 2025 to align with a decision on micromobility being made at this Council meeting. The extension of the MOU allows for the continued operation under the current conditions and provides continuity for the public.

7. Beam provides monthly reports to QLDC. These reports provide information on ride statistics, compliance and enquiries data, and information on top performing parking locations.

[1] A type of shared micromobility device that is found, unlocked and paid for using a smartphone app.
[2] Mode shift involves replacing private vehicle travel with more sustainable active and alternate modes such as walking, cycling and public transport.

8. A breakdown of statistics for each month from March 2023 to June 2025 is included with this report as Attachment B. Some snapshot statistics are as follows:
    a. Total number of rides taken is 59,557. Average of 2,127 rides per month

    b. Total distance covered by these trips is 119,999.3km

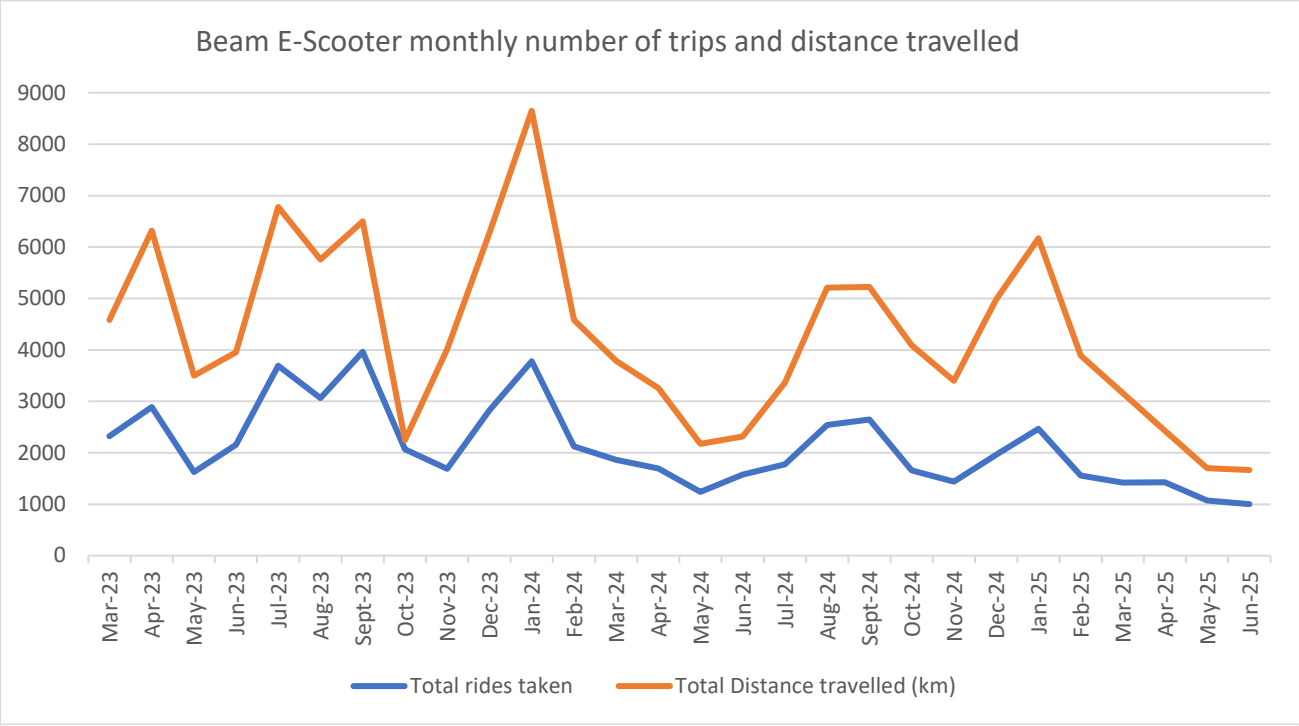
    c. An average fleet of 119 e-scooters deployed per month

    d. Average Trips per vehicle per day (TVD) is 0.58 (meaning each scooter goes out roughly every other day)

    e. The average trip is 15.5 minutes long, covering 2.02 kilometres

    f. An average of 76 local users per month (a local user is a user who rides a scooter at least once in a week for 3 weeks in a row).

    g. The below graph shows the fluctuations in scooter trips and distance travelled. The trends largely follow summer and winter peak Queenstown visitor periods, suggesting a large portion of scooter usage comes from visitors to the district.



9. Throughout the country, TVD is most commonly used as an indicator of how often vehicles are used and provides a representation of how long scooters are left in parking locations vs being out on trips. Large cities throughout NZ aim for a TVD of 2 representing a minimum of 2 trips per day per vehicle. Whilst statistics from the district are not included on Ride Report, the average TVD of 0.58 for Queenstown Lakes would rank lowest against data recorded from 15 other cities in

the country.[3] This suggests relatively low uptake for the small number of scooters deployed - due to the limited parking spaces, and therefore limited journey start and end points.

10. Beam states that roughly 14% of monthly trips have ended on public land i.e. left in locations outside of the dedicated parking areas. Beam issues a $5 fine to users who abandon scooters upon completion of a ride, and to date 4,036 users have been fined.

11. Currently Beam has parking agreements with 13 partners in Queenstown:

Beam Parking Agreement Partners	
Night N Day Camp Street	Alpine Auto
Haka Lodge	PAK'nSAVE Queenstown
Alpine Lodge	Pedros
Hilton Queenstown	Country Lane
Fresh Choice	Altitude
Industrial Fitness	Villa Del Lago
La Quinta Hotel	

12. To date, Beam has reported:
    a. 5 near misses
    b. 3 minor injuries to scooter users
    c. 1 major injury to scooter user
    d. 1 incident of reported third-party property damage

13. Following the start of the trial in April 2023, the below is the list of 12 complaints or queries received and responded to by the Transport Strategy Team.
    a. 1 query from the Kelvin Peninsula Community Association
    b. 1 query via the Community Connect inbox
    c. 2 complaints via the Customer Service Team
    d. 8 complaints through the Monitoring & Enforcement Team, 5 of which were formally logged as RFS's
    e. 1 complaint was received in April 2023 with the rest spread throughout 2024. No complaints have been received to date in 2025.

[3] public.ridereport.com/regions/newzealand

14. Of the above 12 complaints / queries:
    a. 1 resulted in updated geofencing preventing scooters accessing the Kelvin Peninsula trail.

    b. 2 complaints were about scooters being parked on road reserve. Scooters were consequently removed from this location.

    c. 2 enquiries requested public consultation.

    d. 7 complaints were about scooters being abandoned or left blocking footpaths. These locations were passed onto Beam who deployed their team to remove the scooters. Beam have a team based in Queenstown who check parking locations each day, manage any scooters left out of place and perform maintenance checks on the scooters.

15. Beam has directly received 47 complaints throughout the trial. They have also received over 2800 inquiries throughout the trial; these are most often on parking locations, but also include things like payment queries, requests and suggestions, and how to questions etc.

16. Beam partnered with local businesses to secure parking locations for the scooters. To help manage users, real-time notifications are pushed out through the Beam app to guide users to the nearest parking zone and to provide feedback if they attempt to park outside these zones. Geo-fencing within the app is also utilised to enforce no-ride areas (such as down the Kelvin Peninsula trail), and speed restrictions in busy pedestrian areas such as the Queenstown town centre. Beam has a focus on rider education but has also instigated a warning and fine system for users who leave scooters in the wrong locations.

17. Beam states that local business buy-in to the trial model (parking on private land only) was slow to increase and that some of the businesses Beam worked with have indicated they want to see growth in the operation and would consider removing their parking locations if scooters are not permitted to be docked on public land.

18. Whilst there were no major issues or concerns throughout the trial, the limitations of the model used (docking on private land only) with limited parking locations, and therefore limited start and end points for journeys, means that there was little mode shift change, and predominant usage of the scooters was from visitors. It is also noted that there is currently limited physical infrastructure which is suitable for e-scooters (such as paths and parking locations). The trial was successful in showing that this kind of micromobility model can operate in Queenstown, however it had minimal impact on mode shift and is difficult to scale up in its current format.

Considerations for micromobility in the Queenstown Lakes District

19. Micromobility is an emerging transport mode with technological advancements and improvements, and includes e-scooters, e-bikes and other power assisted devices for individual transport. It is having a growing effect on transport mode choices globally, for both residents and tourists, and whilst they are used recreationally, they are a genuine alternative to single occupancy vehicles.

20. To create behaviour change, greater emphasis is being put on public transport, but also on active travel such as walking and cycling, and incorporating new and emerging transport choices, such as e-scooters, enables complete journeys and first / last mile connections using active and alternate modes of transport. Dockless micromobility systems also enable a more accessible and affordable option for journeys without requiring individual ownership.

21. Prior to the commencement of the MOU with Beam, Lime Technology Limited (Lime) had approached QLDC about operating in Queenstown, and other providers such as Ario have also enquired about establishing operations in the district.

22. The trial with Beam shows Council acknowledging that there is a wider transport strategy which needs to be met and recognises that alternative transport options need to be explored, as outlined in the Better Ways to Go Mode Shift Plan. The trial was a safe and measured way of assessing the impacts of micro-mobility in Queenstown, however, was limited by not permitting scooters to be parked on select public land locations.

23. Increasing the availability of land for parking locations would create more options for where riders are able to take e-scooters, thereby opening up more trip routes. Permitting e-scooters to be parked at locations such as bus hubs would enable more first and last mile connections to public transport. In addition, to enable a higher uptake by residents, more scooters need to be available in residential areas, as well as town centres, and for longer hours to enable commuting for hospitality workers for example. Having more locations for e-scooters and adding in e-bikes would provide more travel choices for locals and visitors to the district, contributing to moving travel behaviour from cars to alternative transport, and working towards the district's strategic transport objectives.

24. As the trial resulted in no major safety or operational matters, it is appropriate to consider how micromobility, including both e-scooters and e-bikes, could continue to operate, and be scaled up, in the district. This could be through considering a wider network, expanding onto public land and by opening it up to other providers.

25. As the model used in the Beam trial utilised parking locations entirely on private land, it did not require any consents or permits from Council.

26. The Activities in Public Places Bylaw (AiPP) and the Traffic & Parking Bylaw (T&P) regulate behaviour of the public and road users. The AiPP bylaw has clauses explicitly regarding nuisance, obstructions or interference with others in public places as well as including clauses regarding damage to public property. The T&P bylaw offers methods of regulation such as right of way rules on shared paths and regulating use of cycle paths as well as clauses regarding parking in such a way which obstructs the footpath. Parking restrictions through the T&P bylaw may also have the potential to be used to enforce or deter behaviours.

27. In its 2023 review, the AiPP Bylaw was specifically amended to include the definition of a micromobility device and to enable a micromobility framework. It therefore provides high level considerations in deciding whether to issue permission under a micromobility framework but doesn't contain any specifics with respect to micromobility devices.

28. If micromobility was to be extended onto Council land, permission would therefore be required under the AiPP bylaw. The potential conditions would be required to be produced in a trading in public places permit agreement to sit underneath the AiPP bylaw. This framework would need to be formulated, workshopped and approved by Council, and then go to open tender to confirm operators to bring micromobility devices to the district. Licenses for utilising reserve land for parking may also be required.

29. Whilst there is existing mechanism under both the AiPP and T&P bylaws for limited controls and regulation of micromobility, having resource to enforce and issue infringements under either bylaw could be difficult.

30. A literature review of micromobility regulation approaches of other comparable territorial authorities was compiled by the QLDC Policy Team, and it highlights that around the country other councils utilise their respective 'activities in public places' bylaw as their primary regulatory lever. The bylaw requires commercial operators to obtain council permission to trade in public places, and various documents / policies are created to sit underneath the bylaw to regulate micromobility such as Micromobility Code of Practice, Micromobility Permit to Operate, or Micromobility Licensing Agreements.

31. A proposed micromobility framework for the district would be expected to include detail on criteria and regulations such as:
    a. The expected standards, operations and design of rental schemes.

    b. Specific terms and conditions for an operator to trade such as how many scooters, times and locations available etc.

    c. Geofencing requirements to prohibit use in particular areas, and to restrict speed limits through urban centres.

    d. Detail on fee provisions and whether Council wishes to charge for the use of public space for e-scooter hiring and docking, or if this is outweighed by encouraging mode shift to e-scooters.

    e. Number of permitted operators, and the process for being approved / selected and ongoing management of permits.

    f. Parking locations i.e. dockless system, hybrid private / public model. Specifying what public land locations would be included in the scheme.

32. Council would also need to advise on what consultation would be required, if a micromobility framework was to be established. No public consultation has been done to date and some form of engagement would be recommended to increase social acceptability of micromobility options, to guide the regulatory approach and to identify key issues.

33. If Council elect to not formalise a micromobility scheme, providers would be able to continue to operate using private land for e-scooter parking. As a comparison, QLDC does not manage Segways, powered skateboards or e-bike rentals operating in the district, but which are still able to use roads and footpaths as long as they are considerate of other users, not causing nuisance, obstruction or safety risk.

34. Work on the Parking Strategy and Parking Management Plans is currently progressing and also incorporates consideration of active travel modes. This workstream could be a suitable place to capture schemes such as car share or micromobility, and parking spaces could be allocated to these schemes in a manner that would allow revenue to be generated.

35. The Better Ways to Go Mode Shift Plan sets out how the district can increase the share of active and alternate modes of transport. Achieving shifts to more sustainable modes of travel such as walking, cycling and public transport, as well as micromobility, is essential to accommodating forecast future growth whilst preserving the quality of life and attraction of the area to residents and visitors alike.

36. The Queenstown Lakes Climate and Biodiversity Plan 2025 – 2028 includes several measures and initiatives that work to create a better connected and low-emission transport system. One of the key initiatives under this action is to integrate micromobility solutions across the district to further develop the integrated transport network and provide first / last mile options (Action 6.1 of the Queenstown Lakes Climate and Biodiversity Plan 2025 – 2028).

37. Currently there is no resource or funding allocated to micromobility, nor funding currently in place for delivery of a Travel Demand Management programme which would encompass implementation of micromobility.

Analysis and Advice | Tatāritaka me kā Tohutohu

38. This report identifies and assesses the following reasonably practicable options for assessing the matter as required by section 77 of the Local Government Act 2002.

39. Option 1: Do nothing – conclude the Beam trial. This would allow future suppliers to operate under a self-managed model exclusively on private land.

Advantages:

- No additional resource required to develop framework and undertake tender process, and therefore, no impact on existing work programmes.

- No budget required.
- Council incurs no management or enforcement costs.
- Allows for provision of micromobility services in the district as Beam (and future new operators) can continue to service the district by operating solely from private land.
- Limited controls and regulations exist under the AiPP and T&P Bylaws.
- Micromobility can be further explored through the ongoing Parking Strategy workstream.
- Leaves the market to dictate demand which officers will monitor. If demand increases, then a micromobility scheme can be reassessed.
- Aligns with existing rental schemes that operate from private land such as Segways and e-bike rentals.
- Limited commuter use during the trial, and limited suitable infrastructure means the benefits of implementing a framework will be outweighed by the cost and resource to do so.

Disadvantages:

- Council could be perceived as staying removed and disconnected from a commercial activity that may affect the public.
- Micromobility in the district may cease to be commercially viable if access to parking on public land is not unlocked. Would likely lead to discontinuation of micromobility services in the district due to lack of scale and parking locations.
- A lack of management and control of any operators wanting to establish operations in the district (i.e. number of scooters, hours of operation, geofencing, safety and incident response etc.). This may be harder to later establish once precedence is set.

40. <u>Option 2:</u> Direct Officers to establish a framework (trade permits) for micromobility in the district, including utilisation of public land.

Advantages:

- Allows for an evidence-based approach and compilation of the best fit micromobility framework to ensure a manageable operation with criteria and regulations. Formalising a micromobility framework establishes a way to manage and scale micromobility to create mode shift.
- A permit system would ensure a fair and consistent fee structure is applied to operators. Fees can be set to cover the costs incurred of regulating micromobility providers.

- Allows micromobility share providers to operate on public land subject to permit conditions.
- Advances action 6.1 under the Queenstown Lakes Climate and Biodiversity Plan 2025 – 2028.

Disadvantages:

- The cost and resource required to develop a framework under the AiPP Bylaw would be greater than any benefits anticipated to be provided under the scheme.
- Limited commuter uptake and low local users in the trial suggest expanding the scheme will generate little mode shift.
- Neither resource or funding for development and ongoing management of a micromobility framework are currently available.
- To progress micromobility, resource and funding for the project would have to be prioritised over existing workstreams.

41. This report recommends **Option 1** for addressing the matter. This is because the trial had limited impact on mode shift with no substantial commuter uptake. Pursuing a micromobility framework would require additional resource and funding which is not currently available. It is appropriate to close out the trial with Beam, who would be able to continue operating in the current model if it is viable for them to do so. Officers can be directed to monitor the need for further work, including any new trials, if the demand for micromobility increases.

Consultation Process | Hātepe Matapaki

Significance and Engagement | Te Whakamahi I kā Whakaaro Hiraka

42. This matter is of low significance, as determined by reference to the Council's Significance and Engagement Policy 2024 because e-scooters have been operating in Queenstown on private property for two years to date with no significant issues or complaints.

43. The persons who are affected by or interested in this matter are the public in general, including both residents and visitors.

44. The Council has not undertaken any consultation to date on micromobility. Under recommended Option 1, no public consultation is required.

45. Infrastructure Committee was presented an update on the trial in October 2024 where Councillors expressed support for a simple delivery method, support for expansion of the operation to include Wānaka and e-bikes and to 'be bold' when coming up with a framework / operation to best fit the district.

Māori Consultation | Iwi Rūnaka

46. The Council has not consulted with iwi on this matter.

Risk and Mitigations | Kā Raru Tūpono me kā Whakamaurutaka

47. This matter relates to the Community & Wellbeing risk category. It is associated with RISK10006 Ineffective planning for property and infrastructure within the QLDC Risk Register. This risk has been assessed as having a high residual risk rating.

48. Approval of the recommended option would allow Council to avoid the risk. This would be achieved by concluding the Beam trail and allowing operators to self-manage delivery exclusively from parking locations on private land. By directing officers to monitor the need for future work, micromobility can be reassessed when demand has increased, and there are more infrastructure (i.e. paths and parking) options for micromobility.

Financial Implications | Kā Riteka ā-Pūtea

49. Currently there is no funding allocated to the development or implementation of a micromobility framework.

Council Effects and Views | Kā Whakaaweawe me kā Tirohaka a te Kaunihera

50. The following Council policies, strategies and bylaws were considered:
    - Vision Beyond 2050: Our Strategic Framework | Queenstown Lakes District Council
    - Better Ways to Go Mode Shift Plan
    - Travel Demand Management Single Stage Business Case
    - Queenstown Lakes Climate and Biodiversity Plan 2025 – 2028
    - Activities in Public Places Bylaw
    - Traffic & Parking Bylaw
    - Parking Strategy, Guidelines and Parking Management Plans
    - Queenstown Lakes Spatial Plan
    - Queenstown Town Centre Masterplan

51. The recommended option is consistent with the principles set out in the above-named policies.

52. This matter is not included in the Long Term Plan/Annual Plan but does fall under the scope of the above policies.

Legal Considerations and Statutory Responsibilities | Ka Ture Whaiwhakaaro me kā Takohaka Waeture

53. An e-scooter operation in the district could be regulated through a framework established under the Activities in Public Places Bylaw 2023. However, the current model of operation can continue, with no framework, operating exclusively from private land.

54. Limited controls and regulations exist under the AiPP and T&P Bylaws, however having resource to enforce or issue infringements under either could be difficult.

55. AiPP was developed to enable the Council to control a number of activities that were occurring in public spaces to ensure that they did not cause a nuisance to the general public. This was particularly the case for trading activities occurring in the public realm. The Bylaw does not specifically provide for an activity such as micromobility but has the provision for an operational instrument to sit beneath it which could govern a micromobility scheme.

Local Government Act 2002 Purpose Provisions | Te Whakatureture 2002 o te Kāwanataka ā-Kīaka

56. Section 10 of the Local Government Act 2002 states the purpose of local government is (a) to enable democratic local decision-making and action by, and on behalf of, communities; and (b) to promote the social, economic, environmental, and cultural well-being of communities in the present and for the future. It would help meet the current and future needs of the community by allowing providers to continue operating in the district on private land (if viable to do so), with officers monitoring the need for further work when demand for micromobility increases. As such, the recommendation in this report is appropriate and within the ambit of Section 10 of the Act.

57. The recommended option:
    - Is consistent with Council's plans and policies; and
    - Would not significantly alter the intended level of service provision for any significant activity undertaken by or on behalf of the Council or transfer the ownership or control of a strategic asset to or from the Council.

Attachments | Kā Tāpirihaka

A	Beam MOU Final
B	Beam Ride Statistics

Memorandum of Understanding

Queenstown Lakes District Council

Beam Mobility New Zealand Limited

Agreement - dated 03 April 2023

Parties

Beam Mobility New Zealand Limited a company incorporated in New Zealand having its registered office at Level 2, 142 Broadway, Auckland, 1023, New Zealand (**Beam**)

Queenstown Lakes District Council, a territorial authority under the Local Government Act 2002 **(Council)**

(Each a **Party** and together the **Parties)**

Introduction

A The Parties have been in discussions around Beam establishing its Operation in the Queenstown Lakes District.

B The Parties wish to ensure the appropriate management of public places and to provide reasonable controls ensure the Operation is safe and to protect the public from nuisance.

C It is important to the Council that the wider transport strategy is met, and the parties recognise that this includes exploring alternative transport options including E-Scooters.

D The Parties have agreed to a trial period for the Term of this MOU in order to assess the impacts and benefits of the Operation on the community and whether it is appropriate for the district.

E The Parties have agreed to record the terms of the trial period in this MOU.

F To optimise the opportunities of the trial, all clauses may be amended from time to time, if agreed in writing between the parties.

1 Interpretation

1.1 In this MOU, the following words have the following meanings, unless the context otherwise requires:

Effective Date means 03 April 2023

Expiry Date means 02 April 2025

MOU means memorandum of understanding;

Operation means the dock-free E-scooter operation in Queenstown Lakes District;

Term has the meaning given in clause 3.

1.2 In this MOU, unless the context otherwise requires:

(a) headings do not affect the interpretation of this MOU;

(b) references to Parties include each Party's executors, administrators, successors and permitted assigns;

(c) words importing a particular gender include all other genders;

(d) singular words include the plural and vice versa;

(e) references to a statute include all subordinate legislation made under that statute and all amendments to the statute and subordinate legislation whether by subsequent statute or otherwise;

(f) the rule of interpretation known as contra proferentem does not apply; and

(g) month means calendar month.

2 General

2.1 This MOU is non-transferable.

2.2 Nothing in this MOU shall create an exclusive operation right for Beam to operate E-Scooters in the Queenstown Lakes District.

2.3 This MOU is in respect of land that is controlled by the Council, and any other permissions required are the responsibility of the landowner.

3 Term

3.1 This MOU shall commence on the Effective Date and, unless terminated sooner in accordance with the terms of this MOU, shall continue until the Expiry Date.

3.2 The Council by its Chief Executive may review and amend these terms and conditions (including the Appendices) at any time at its sole discretion by notice in writing to Beam.

4 Usage of E-Scooters

4.1 The parties agree the following general terms shall apply to the Operation:

(a) The MOU is valid for up to 400 E-Scooters at any one time, unless agreed in writing between the parties.

(b) The Operation is limited to 0600 to 2200 hours daily.

(c) The Operation is restricted to the Queenstown, Frankton and Wanaka areas of the Queenstown Lakes District as indicated in Appendix A. The initial trial will cover only Queenstown and Frankton. Operations in Wanaka will be initiated through further agreement by both parties.

(d) When deploying vehicles, Beam will not deploy more than five E-Scooters in each deployment location.

(e) Beam will ensure that E-Scooters are not parked or allowed to remain in inappropriate locations, including, but without limitation:

(i) in positions that restrict footpaths to less than 1.2m width in suburban and urban areas;

(ii) in positions that restrict footpaths to less than 1.8m in width in the Queenstown Town Centre;

(iii) where they could pose a safety hazard;

(iv) where they could interfere with pedestrian access generally or access to amenities;

(v) in the way of pedestrian crossing points, or the path of pedestrian traffic adjacent to those crossings;

(vi) at the kerb within, or adjacent to, bus stops, taxi stands mobility parking or other authorised vehicle only parking spaces; any other areas identified by a Council officer, in their discretion, to be an inappropriate location.

5 Operation of E-Scooters

5.1 In the areas defined in Appendix A, Beam will ensure that E-Scooters are only able to operate up to the maximum speed specified in Appendix C.

5.2 Beam must make all E-Scooters inoperable between the hours of 2200 to 0600 each day.

5.3 Beam must ensure that all e-scooters are removed from the CBD's in Queenstown and Wanaka (as defined in Appendix B) before 2300 hours daily.

5.4 If any E-Scooter seized by the Council is not claimed within 14 days, the E-Scooter may be destroyed or disposed of in any way the Council sees fit.

5.5 To ensure safe and effective management of public places, Beam must achieve the Operation and Parking KPIs set out in Appendix D.

5.6 If the e-scooters are not removed from the CBD by 2300 hours the Council may seize the e-scooter and a charge of $100 will apply for its release.

6 Termination

6.1 The Council reserves the right to suspend or terminate this MOU at its sole discretion by giving notice to Beam in writing if deemed necessary by the Chief Executive of the Council, including if any problems are unable to be resolved, or if any conditions are not complied with.

6.2 On the Expiry Date, or if the MOU is suspended or terminated in accordance with the term of this MOU, all scooters must be removed from public or Council property within the district.

7 Safety and Maintenance

7.1 Beam must educate customers about safety checks, responsible riding and correct parking, including the requirements set out in this MOU.

7.2 Beam must ensure that users ride safely and are considerate of all other road and footpath users, ensuring that:

(a) When on the road, users must keep as close as possible to the edge of the roadway; and

(b) When on the footpath, users must:

(i) Not ride at speeds that put other footpath users at risk; and

(ii) Always give way to pedestrians and drivers of mobility vehicles.

7.3 Beam will ensure that:

(a) Every E-Scooter deployed in accordance with this MOU is legal and approved under standards or definitions set out by the New Zealand Transport Agency as a wheeled recreation device;

(b) Every E-Scooter has:

(i) a working bell;

(ii) a steady or flashing rear-facing red light(s) that can be seen at night from a distance of 200 metres; and

a white or yellow headlight(s) that can be seen at night from a distance of 200 metres;

(iii) the design, performance and assembly of every E-Scooter complies with appropriate standards; and

(iv) every E-Scooter is regularly inspected and maintained to ensure it is compliant.

7.4 Beam must provide the Council with the contact number of an individual, or individuals, who can respond to emergencies or major accidents 24 hours per day.

7.5 Beam must provide the ability for users and the general public to report safety and maintenance issues with the E-Scooters directly to Beam.

7.6 Beam agrees to communicate with representatives of any interested public service group or individual, whether referred by the Council or otherwise, to address any issues of concerns any group or individual may have in respect of the use and operation of Beam E-Scooters.

7.7 Beam must commit to meeting the Safety and Maintenance KPIs set out in Appendix E.

8 Reporting

8.1 Beam must provide the following raw non-identifiable data to Council on a monthly basis:

(a) the number of users;

(b) the number of rides;

(c) the average time of the trip;

(d) the start and end time of the trip;

(e) the general route of the trip;

(f) the overlay of deployment location with demand hotspots identified;

(g) a summary of the maintenance schedule;

(h) the number of complaints, and what the complaint was for;

(i) the number and type of reported accidents and injuries per month.

9 Privacy

9.1 All personal information must be collected, processed and stored in accordance with the requirements of the Privacy Act 2020.

10 Key Representatives

10.1 The Council nominates the Transport Strategy Manager as its representative in respect of all discussions under this MOU:

+64 22 1034 229
tony.pickard@qldc.govt.nz

10.2 Beam nominates Frederick Conquer as its representative in respect of all discussions under this MOU:

+64 27 619 8397
frederick@ridebeam.com

11 Liability

11.1 Beam shall carry adequate, sufficient and suitable public liability and professional indemnity insurance for an amount not less than $1,000,000 and will provide evidence of this to Council.

11.2 To the extent permitted by law, Beam shall at all times indemnify and hold harmless the Council, its servants and agents against all actions, claims, proceedings, demands or suits howsoever arising including negligence from or in relation to this MOU and the Operation provided that Beam shall not be liable for any actions, claims, proceedings, demands or suits arising from or in relation to the negligence of the Council or its employees.

11.3 Neither party shall be liable to the other for any indirect, consequential or special loss, or loss of profit, however arising, whether under contract, in tort or otherwise.

12 Miscellaneous

12.1 This MOU is not intended to create legally binding obligations between the Parties.

12.2 The Parties each agree to act in good faith and in the spirit of mutual cooperation in the discharge of the arrangements under this MOU.

12.3 Nothing in this MOU shall be construed to constitute a partnership or joint venture between the Parties.

12.4 Beam acknowledges that the Council, in terms of its regulatory function as a local authority, is obliged to and shall act as an independent local authority and not as a party to this MOU. Beam shall not have a right or claim against the Council in the Council's capacity as a party to this MOU as a result of any lawful action or decision made by the Council in the performance of its regulatory function. Any decision of the Council acting in its regulatory capacity shall not be construed as an approval of the Council as a party to this MOU or as a change unless otherwise expressly agreed.

12.5 Beam must comply with all applicable legislation and bylaws promulgated from time to time, and to the extent of any inconsistency, the legislation or bylaw prevails.

Execution

Signed by and on behalf of **Queenstown Lakes District Council**

Tony Avery
General Manager, Property and Infrastructure

Signed for and on behalf of **Beam Mobility New Zealand Limited**

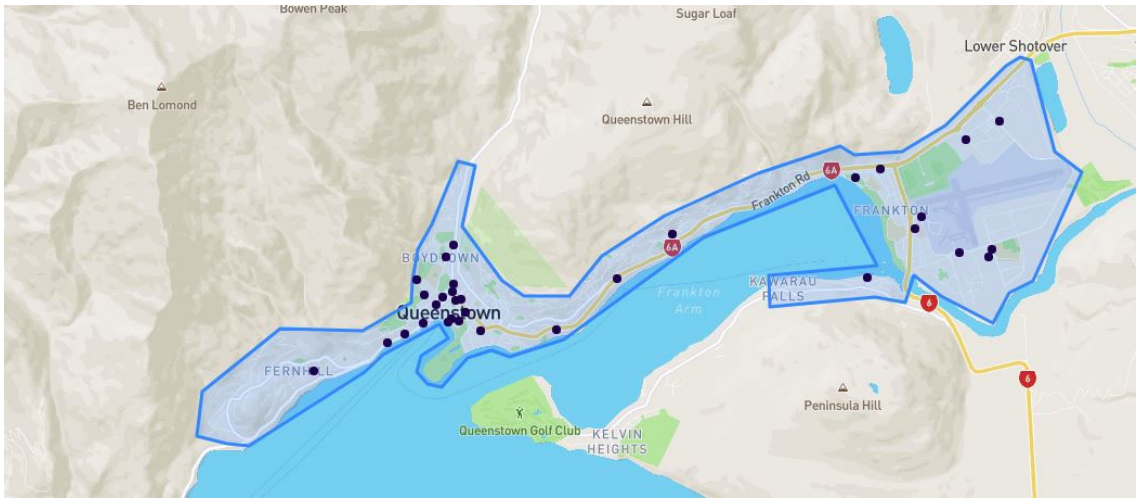
Frederick Conquer

04/04/23

Frederick Conquer

Appendix A: Defined Areas of Operations

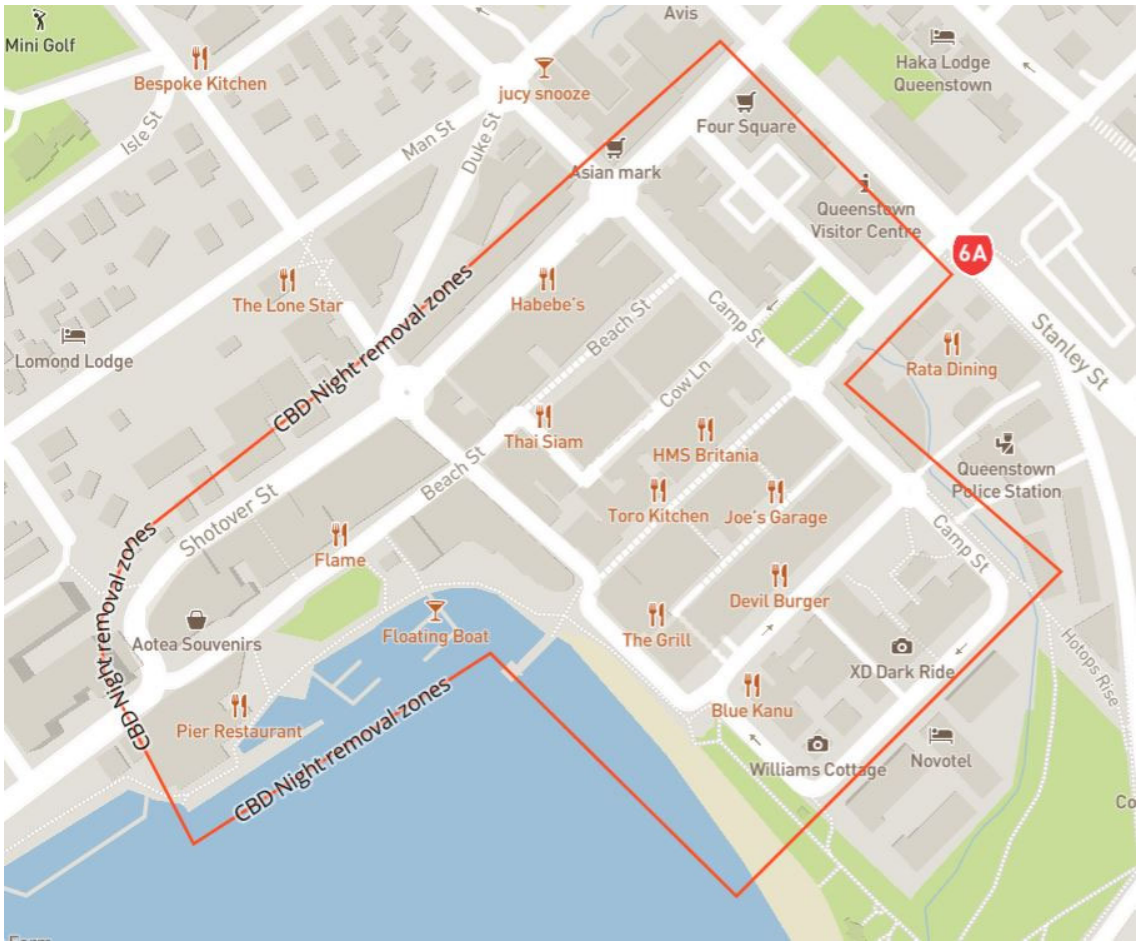
Queenstown and Frankton



Wanaka
(TBC)

Appendix B: Defined extents of Central Business Districts

Queenstown



Wanaka
(TBC)

Appendix C: Reduced Speed Areas

Queenstown (15kmph)

Frankton

(TBC)

Wanaka
(TBC)

Appendix D: Operation and Parking KPIs

Operation 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 two hours of being notified during Beam's Hours of Operation	Total number of incorrect parking or nuisance reported per month, and number of resolutions within two hours of notification
Unsafe use of e-Scooter by user	Assist police with any information requested in relation to a user	Number of complaints reported per month How the complaint was resolved or if the complaint is unresolved, the expected date of resolution or reason why the matter is unresolved

Appendix E: Safety and Maintenance KPI's

Safety and Maintenance KPIs

Condition	Minimum Response	Reporting Measure
Dangerous or hazardously places e-Scooters (e.g. on a roadway, up a tree etc)	Resolved within 2 hours of being notified during Beam's hours of operation	Total number of hazardously or dangerously placed e-Scooters reported per month and number of resolutions within 2 hours of notification
Unsafe or faulty e-Scooters	Deactivated immediately (upon verification)	Number of unsafe or faulty e-Scooters reported per month
Safety inspections	Must be visually inspected weekly, and a full service undertaken at least every month	Number of e-Scooters visually inspected, and number of e-Scooters fully serviced per month

Attachment B: Beam Ride Statistics

Beam E-Scooter Trial in Queenstown

Monthly reports provided by Beam

Month	Total rides taken	Average number of deployed scooters	Trips per vehicle per day (TPVD)	Total distance travelled (km)	Average trip distance (km/trip)	Total number of active users	Number of active local users	Average number of trips per active user	Total ride time (hours)	Average length of ride time (mins/trip)
Mar-23	2322	120		4580	1.97	988				15.9
Apr-23	2890	130		6318	2.20	1180				17.4
May-23	1625	120		3501.2	2.15	647				16
Jun-23	2154	120	0.60	3952	1.85	918	171		540	15.04
Jul-23	3694	124	0.96	6781.7	1.86	1472		2.51	949.14	15.27
Aug-23	3064	128	0.77	5757.47	1.90	1222		2.51	787.65	15.42
Sept-23	3963	150	0.88	6502	1.60	1735		2.28	1094	16.58
Oct-23	2066	132	0.51	2246.3	1.11	894	86	2.31	609.8	17.71
Nov-23	1688	137	0.41	4018.5	2.41	840	81	2.01	488.08	17.35
Dec-23	2827	132	0.69	6276.07	2.24	1263	126	2.24	753.24	16
Jan-24	3781	127	0.96	8649.5	2.32	1701		2.22	981.62	15.58
Feb-24	2126	130	0.56	4584.04	2.17	965		2.2	514.19	14.51
Mar-24	1862	124	0.48	3786.3	2.05	862	94	2.16	420.31	13.54
Apr-24	1695	123	0.46	3256.04	1.93	687	89	2.47	362.28	12.82
May-24	1241	117	0.34	2175.67	1.77	538	74	2.31	264.26	12.78
Jun-24	1579	134	0.39	2315.9	1.48	780	77	2.02	320.5	12.18
Jul-24	1775	133	0.43	3365.4	1.90	953	59	1.86	428.8	14.5
Aug-24	2539	130	0.63	5210.74	2.05	1208	130	2.1	585.8	13.84
Sept-24	2649	123	0.73	5226.2	1.97	1251	62	2.12	591.17	13.41
Oct-24	1658	96	0.56	4091.3	2.47	706	64	2.35	441.22	15.97
Nov-24	1442	108	0.45	3399	2.36	746	59	1.93	362	15.05
Dec-24	1962	106	0.60	4983	2.54	882	65	2.22	537	16.41
Jan-25	2469	99	0.80	6172	2.50	1118	62	2.21	661	16.06
Feb-25	1560	89	0.62	3891	2.49	616	23	2.53	376	14.47
Mar-25	1422	107	0.43	3163	2.22	657	47	2.16	384	16.2
Apr-25	1428	105	0.45	2428	1.70	709	73	2.01	452	18.97
May-25	1074	97	0.36	1704	1.59	448	51	2.4	328	18.32
Jun-25	1002	95	0.35	1665	1.66	436	34	2.3	292	17.49
Total	**59,557**			**119,999.3**		**26,422**	**1,527**		**13,524.1**	
Monthly Average	**2,127**	**119**	**0.58**	**4,286**	**2.02**	**944**	**76**	**2.23**	**541**	**15.5**