

Licence to Trade in Public

Licence Number:
20230201FLAM

Trading licences are required for temporary retail and food stalls, retail kiosks and recreational equipment hire.

Licensee details

Name: Flamingo Technologies Limited
Phone: 0278726653
Trading Name: Company # 7026913

Trading activity

The hire of dockless electric powered scooters and bikes (micromobility devices) to customers within the Licensed Area.

Trading hours

The trading hours under this licence are subject to the Code of Practice.

This licence is granted subject to the following conditions:

- The Licensee will uphold and comply with the obligations of a Micromobility Share Operator under the Wellington City Council Code of Practice for Micromobility Share ("the COP"). The COP is subject to change at any time but the most recent version will be available at <https://www.wcc.govt.nz>.
 - The Licensee must ensure that micromobility device users are informed of their obligations and restrictions on use in accordance with the COP and this Licence, and that users agree to the terms and conditions of use.
 - The Licensee must comply with and observe all Statutes, Regulations, Bylaws and any other legal requirements pertaining to the trading activity.
 - This Licence is to be read in light of the COP but in the event of any inconsistency between this licence and the COP, the terms of this Licence must prevail.
 - The Licensee is authorised to trade within the boundaries of Wellington City Council ("**the Licensed Area**"). However, the Licensee will not place or allow to be placed micromobility devices within the Designated Areas identified in the COP from time to time.
 - In the event a micromobility device remains in a Designated Area for longer than 2 hours following the Licensee being notified of the issue, an officer of Council or Council Contractor may move the micromobility device to the nearest reasonable part of the Licensed Area outside of the Designated Area. Every such movement will incur a fee payable by the Licensee as set out in this Licence.
 - The Licensee must remove damaged micromobility devices or micromobility devices parked in a non-compliant manner or place within 12 hours of receiving notice. In the event a micromobility device has not been removed within 12 hours an officer of Council or a Council Contractor may remove the micromobility device and the Licensee will be responsible to pay on each occasion the fee set out in this Licence. The Licensee will not return a damaged micromobility device into circulation until the micromobility device has been completely repaired.
 - The trading activity must not unreasonably impede traffic or pedestrians, particularly sight impaired pedestrians. The Licensee must ensure that a clear unobstructed footpath width as specified in the Wellington City Council Footpath Management Policy is maintained at all times. The Licensee shall not commit or allow any others to commit any act or omission that causes or is likely to cause a nuisance.
 - All physical components of the trading activity provided by the Licensee, must meet any requirements set out in the COP and be:
 - of high quality, durable, waterproof and weather resistant;
 - designed for outdoor use;
 - well maintained;
 - comply with the Code of Practice
 - removed from circulation/the Licensed Areas within 12 hours after Temporary Suspension or 24 hours before the end of the Licence term.
- Only the items described in this Licence as forming part of the trading activity or noted in the COP are permitted.
- The Licensee must comply with all reasonable directions issued by Police or Council Officers. Failure to comply with any notice given by an Officer (whether verbal or in writing) within the period stated in the notice may result in the Council implementing any works required by the notice (including cleaning, repairs or the removal of any part of the trading activity) at the cost of the licensee. Failure to comply with any of the licence or notice conditions may result in the Licence being revoked without notice.

Further Licence Conditions

- The term of the licence shall be 1 March 2024 to 1 September 2024 ("the Term")
- The number of E-scooters to be deployed (such level to be maintained by the Licensee): 400 (four hundred only)
- The number of E-bikes to be deployed (such level to be maintained by the licensee): 100 but building up to 150 under guidance from WCC officers.

- The Licensee shall pay fees as described below:

FEES:

- This Licensee is on the condition that the Micromobility Share Operator agree to the following Council fees which are payable in relation to this licence:
 - This licence is valid for 6 months, the '3 year duration fee' will be divided for timeframe as allocated in item 11.2 of the Code of Practice for Micromobility Share Schemes
- If a scooter is removed from the street by Council due to a failure to comply with the COP or this Licence the actual costs of the removal and a return fee of \$371.00 will apply
- The Licensee must provide a 24-hour communication channel for its users, including a clearly advertised telephone number and a complaints handling process provided on their website, apps, and scooters.
- The Licensee must hold current public liability insurance with a limit of cover of not less than NZD \$5 million at all times during the Term. If the insurance policy expires prior to the end of the Term, the Licensee must provide the Council with evidence that adequate cover has been renewed.
- The Licensee will not refer to Wellington City Council or its Council Controlled Organisations in any promotional material or media, without the prior written consent of the Council.
- The Licensee must ensure this Licence is available to view on demand at every trading opportunity. Every scooter must have a legible copy of the trading licence displayed on the scooter or a system that will enable instant viewing of the licence on a smart internet connected device.
- Personal information included on this licence will be used for the administration of trading in public places and may be made public to the extent required by law.
- All personal information must be collected, processed and stored by the Licensee in accordance with the requirements of the New Zealand Privacy Act 1993 and the Code of Practice.
- This licence may be revoked by either party for any reason by giving one (1) months' notice in writing.
- In the event that Council has concerns regarding any issue in relation to the scooters, Council reserves the right at its sole discretion to immediately suspend the Licence until further notice by Council ("Temporary Suspension").
- During Temporary Suspension:
 - the Licensee must immediately disable the ability to hire unhired micromobility devices;
 - the Licensee must disable the ability to hire already hired micromobility devices at the completion its current hire;
 - the Licensee must remove all micromobility devices from the Licensed Area and not allow any micromobility devices to be returned to the Licensed Area during Temporary Suspension;
 - the Licensee will be entitled to a refund of part of the fee payable at 1.1.1 of the Licence, based on the amount of time the period of Temporary Suspension bears proportionally to the Term;
- WCC may immediately terminate this Licence by written notice to the Licensee, if WCC considers (in its sole discretion) that the Licensee has materially breached any term of the Licence and such breach in WCC's sole opinion cannot be remedied.
- This licence is non-exclusive and non-transferable, and permits an activity but does not create any legal or equitable interest. This licence does not give the licensee a right of uninterrupted use of the area covered by the licence.
- The Council will not be liable for
 - any loss incurred by the Licensee or a third party as a result of this Licence, including without limitation any loss of business or other costs arising from any change in the Licensed Area regardless of the cause of the interruption or its duration (except for any refund as may be payable during Temporary Suspension); or
 - any damage caused by or arising from users of the micromobility devices.

Agreement

I hereby agree with the provisions of this licence and undertake to comply with the licence conditions, the Code of Practice, Wellington City Council Public Place Bylaw 2022 and the Trading and Events in Public Places Policy 2022. I agree to indemnify the Wellington City Council against any liability arising from the use of the public space by the Licensee or the Licensee's agents, employees, contractors, invitees or customers, involved with the trading activity.

Signature:

Hawingo Technologies

Date:

27/02/2024