

SOUTHAMPTON CITY COUNCIL

PART VIIA HIGHWAYS ACT 1980, SECTION 115E

**[DRAFT] CONSENT CONDITIONS RELATING TO ELECTRIC SCOOTER DOCKING
FACILITIES ON THE HIGHWAY**

Conditions:

1. The Consent shall be valid for a period of twenty four months from the date specified in the Consent Notice (the "Consent Period") and may be renewed, at the discretion of the Council, thereafter.
2. The Consent shall only apply to the highway shown hatched black on the Plan (the "Licence Area").
3. The Consent Holder is permitted to place docking facilities and equipment for the parking of electric scooters being used as part of an electric scooter rental service (the "Apparatus") on the surface of the highway in the Licence Area, the type and number to be agreed with the Council.
4. The Consent and the rights and permissions hereby granted shall not be assigned or transferred by the Consent Holder without the prior written consent of the Council. Such Consent shall cease to apply to the Consent Holder immediately on the Consent Holder ceasing to operate electric scooter hire operations in the City of Southampton save that the Council reserves the right in its absolute discretion to assign the Consent to any other person who undertakes electric scooter hire operations in the City of Southampton.
5. Renewal applications should be made so as to be received by the Council no later than two months before the date the Consent Holder would wish the renewal Consent to commence.
6. The Consent Holder shall not cause any obstruction of the highway or danger to any person lawfully using the highway and, save as expressly permitted by the Consent, shall not do or suffer anything to be done in or on the highway which, in the opinion of the Council, may be or become a danger, nuisance or annoyance to or causing damage or inconvenience to the Council or to frontagers, or the owners or occupiers of any adjacent or neighbouring premises or to any member of the public.
7. The works of placing the Apparatus in the Licence Area shall be executed by the Consent Holder at their own expense.
8. The Consent Holder shall keep the Apparatus in good and substantial repair to the satisfaction of the Council (acting reasonably) and shall be permitted to replace, repair and/or upgrade the Apparatus as and when necessary and through agreement with the Council provided it is of a same or similar or smaller size.
9. No permanent fixings are to be placed on the highway in the Licence Area.

10. The Apparatus shall bear in a conspicuous position the contact details for the Consent Holder which a member of the public can contact 24 hours a day, 7 days a week, to report damage or other issues with the Apparatus.
11. The Consent Holder shall at the Consent Holder's own expense repair any damage to the highway, highway apparatus or furniture caused by the Consent Holder their agents or representatives during the work of installation, maintenance, repair, or removal of the Apparatus and if the Consent Holder shall fail to repair any damage to the highway or any highway apparatus or furniture the Council may carry out the necessary works and the costs of such works may be recovered from the Consent Holder as a debt recoverable by action.
12. In the event of any damage occurring to the Apparatus as a result of which the Council incur costs or expenditure in making the Apparatus safe or putting up barriers or reinstating any damage to the highway or any highway apparatus or item of street furniture the costs of such works may be recovered from the Consent Holder as a debt recoverable by action.
13. Access to any statutory undertakers' plant must be made available when required and the Consent shall be suspended if road or street works are to be carried out which affect the Licence Area.
14. Access to any electronic communication apparatus kept installed for the purposes of that network must be made available when required and Consent shall be suspended if road or street works are to be carried out which affect the Licence Area.
15. The Consent Holder shall arrange for and pay the cost of any alterations to the apparatus of statutory undertakers' public utilities and operators of a telecommunication code system necessitated by the installation repair or maintenance of the Apparatus and shall indemnify the Council against any claim by such a body in respect of any such damage unless caused by the negligence of the Council.
16. The Consent Holder shall be responsible for removing the Apparatus at the Consent Holder's own expense upon the expiry of the Consent Period or surrender or revocation of the Consent or upon the Consent Holder ceasing to operate an electric scooter rental service in the City of Southampton.
17. The Consent Holder shall be responsible for removing the Apparatus should it become necessary for any reason whatsoever in order to carry out any maintenance or improvements to the highway or undertake public utility works in the Licence Area or where the Council agrees to a reasonable request from a frontager to reasonably enable the frontager to carry out maintenance or improvements to their property. Such removal shall be performed within two weeks' notice from the Council. The Council will, where possible seek to find an alternative placing for the Apparatus in the vicinity.
18. The Consent Holder shall indemnify the Council, as Highway Authority, from and against all actions, claims, demands, costs, charges, losses and expenses which may be brought or made against them or incurred by them in the occupation of the highway granted under the Consent and shall provide proof of public liability insurance in the sum of at least ten million pounds (£10,000,000).
19. The Consent Holder shall not assign, underlet or part with any interest or possession given by the Consent or any part thereof, but the Consent Holder may surrender it at any time with the prior written consent of the Council. On surrender of the Consent, no fee or part of any fee paid shall be refundable to the Consent Holder.

20. Nothing herein shall be construed as the granting or purported granting by the Council of any tenancy under the Landlord and Tenant Act 1954 or any permission under the Town and Country Planning Act 1990 or any statutory modification or re-enactment thereof for the time being in force.
21. In the event that the electric scooter trial within the City of Southampton lapses or otherwise ceases within the Consent Period and is not replaced by a similar trial or permanent scheme (whether operated by the Consent Holder or a different operator) the Consent shall expire.
22. The Council may revoke the Consent if:
 - a. Some or all of the Licence Area has become unsuitable for any purpose in relation to which the Consent was granted; or
 - b. There is a risk to public health or safety caused by the presence of the Apparatus; or
 - c. Anti-social behaviour or public nuisance is being caused or risks being caused by the presence of the Apparatus.

Notes

Section 115 K of the Highways Act 1980 provides:

1. If it appears to a council that a person to whom they have granted a permission under Section 115E above has committed any breach of the terms of the permission, they may serve a notice on him requiring him to take such steps to remedy the breach as are specified in the Notice within such time as is so specified.
2. If a person on whom a person is served under subsection (1) above fails to comply with the notice, the Council may take the steps themselves.
3. Where a Council have incurred expenses in the exercise of the power conferred on them by subsection (2) above, those expenses, together with interest at such reasonable rate as the Council may determine from the date of service of a notice of demand for the expenses, may be recovered by the Council from the person on whom the notice under subsection (1) above was served.