

# Hounslow Dockless E-Bike Enforcement Procedure

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Traffic, Transport & Parking London Borough of Hounslow

**ENFORCED BY:** Hounslow Highways

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### 1. Definitions

Adopted Highway	means all highways owned and/or maintained by the London Borough of Hounslow, including carriageways, footways, and amenity areas;
Collection Fee	means the fee payable by the Operator to the Council. The Council will charge the Operator a Collection Fee of £150 (one hundred- and fifty-pounds sterling) as a one-off fee per Dockless E-bike (exclusive of VAT). The Council reserves the right, at its sole discretion, to amend, increase, or decrease the Collection Fee at any time;
Compliantly Parked	means a Permitted Dockless E-Bike (i.e. Forest or Voi e-bike) left in a Parking Bay;
Dockless E-Bike(s)	means any e-bike made available to the public for hire on-street, typically through a mobile app, and which does not require fixed physical infrastructure (i.e., a dock) to start or end a ride. There are two categories of Dockless E-bikes: Permitted Dockless E-bikes (i.e., Forest or Voi e-bikes) and Non-permitted Dockless E-bikes (i.e., Lime, Bolt, or e-hop e-bikes). Reference images of applicable Dockless E-Bikes are provided in <b>Appendix A</b> ;
E-Bike Operations Contract	means the services concession contract between the London Borough of Hounslow and concessionaires (Forest and Voi) to operate the Hounslow E-Bike Scheme;
Mis-parked	means either:
	(A) any Permitted Dockless E-Bike (i.e., Forest or Voi e-bike) left outside of a Parking Bays and causing an 'Obstruction' as per s149 HA, or;
	(B) any Non-Permitted Dockless E-Bike (i.e., Lime, Bolt or e-hop e-bike) found anywhere on Adopted Highways, including within a Parking Bay;
Non-permitted Dockless E- bikes (i.e., Lime, Bolt, or e-hop e- bikes)	means those belonging to an operator with no contract with the Council and therefore not permitted to ride or park in Hounslow (including in Parking Bays). As of August 2025, non-permitted operators include <b>Lime</b> , <b>Bolt</b> , <b>e-hop</b> and any new shared e-bike company entering the London market. Reference images are provided in <b>Appendix A</b> ;
Obstruction	means any deposit which prevents, hinders, or restricts the free passage along the highway, even if the obstruction is partial or temporary; it must be a real interference with the public's ability to pass and repass a thing deposited in the highway. In principle, a Dockless E-bike deposited in a manner which blocks or significantly narrows a footway, cycle lane, or carriageway could amount to an obstruction;





Operator	means a company offering Dockless E-Bikes for hire, typically via a mobile app. There are currently two Operators signed on to the E-Bike Operations Contract: Forest and Voi;
Parked	means any Dockless E-Bike left stationary and unattended. Dockless E-bikes may be 'parked' in one of two ways: Compliantly Parked or Mis-parked;
Parking Bays	means designated locations on Adopted Highways where Users can park a Permitted Dockless E-Bike. Parking Bays are designated in the Operator's mobile app and enforced using geofencing. Only Forest and Voi Dockless E-Bikes are permitted to park in Parking Bays. There are two types of Parking Bays: Permanent Parking Bays and Temporary Parking Bays;
Permanent Parking Bays	means Parking Bays that are designated by traffic order and physically marked on the footway or carriageway (typically with the words CYCLE HIRE ONLY);
Permitted Dockless E-Bikes (i.e., Forest or Voi e-bikes)	means those belonging to an operator under the E-Bike Operations Contract with the Council and therefore permitted to park in Parking Bays. As of August 2025, the operators under contract are <b>Forest</b> and <b>Voi</b> . Reference images are provided in <b>Appendix A</b> ;
Public Nuisance	means an act or omission which materially affects the reasonable comfort and convenience of a class of Her Majesty's subjects. Public Nuisance is a higher threshold than obstruction. The higher threshold would likely only be met if, for example, an obstruction affects wheelchair users or visually impaired persons in a manner that materially impedes their access; It requires an impact on a section of the public, not just an individual, and must be substantial, unreasonable and involve considerable interference with public rights;
Storage Fee	means the fee payable by the Operator to the Council for the storage of any collected Dockless E-Bikes. The Council will charge the Operator a Storage Fee of £20 (twenty pounds sterling) per Dockless E-bike per day (exclusive of VAT). As per the E-Bike Operations Contract, the Council reserves the right, at its sole discretion, to amend, increase, or decrease the Storage Fee at any time;
Temporary Parking Bays	means Parking Bays that are temporarily installed by the Operator during special events (e.g. music festivals, sporting events, etc.). Temporary Parking Bays are designated in the Operator's mobile app but are not physically marked on the footway or carriageway, although the Operator may set out temporary signage, fencing, or other means of temporary identification;
User(s)	means hose people hiring Dockless E-Bikes.





#### 2. Introduction and Application

- 2.1 This procedure sets out when and how the Council will consider enforcement activity against Operators who have allowed Dockless E-Bikes to become Mis-parked. This procedure supports Hounslow Highways in carrying out enforcement activity on behalf of the Council.
- 2.2 This procedure applies on all Adopted Highways, as defined in Section 1.
- 2.3 As a highway authority, the Council has a legal duty to assert and protect the rights of the public to the use and enjoyment of any Adopted Highway. As far as possible, the Council must make sure Adopted Highways are free from Public Nuisance or Obstruction, and in the exercise of this duty the Council has the discretion to take such steps as it considers expedient.
- 2.4 As a landowner (e.g. parks, car parks, housing estates, etc.), the Council may also remedy any instances of trespass or breach of its byelaws where anything is left on Council Land without permission.
- 2.5 The London Borough of Hounslow operates a Dockless E-bike scheme, with two current Operators (Forest and Voi) under the E-Bike Operations Contract to provide Dockless E-bikes for hire in the borough.
- 2.6 This procedure applies to both Permitted Dockless E-bikes (i.e. those under the E-Bike Operations Contract Forest and Voi) and Non-Permitted Dockless E-bikes (i.e., Lime, Bolt, and e-hop).
- 2.7 Enforcement actions will be applied to Dockless E-Bikes that are considered Mis-parked, as defined in Section 1.
- 2.8 For the removal of Dockless E-Bikes from Adopted Highways, enforcement action shall be conducted utilising the London Borough of Hounslow's highway authority powers under the <u>Highways Act 1980 Section 149</u> to remove Obstructions from the highway.
- 2.9 For the removal of unlicensed Dockless E-Bikes (i.e., Lime, Bolt, and e-hop) from Parking Bays, enforcement action shall be conducted by relying on the Council's' proprietary rights, as the presence of unlicensed Dockless E-Bikes in Parking Bays constitutes a trespass to land under common law.
- 2.10 This procedure may be supported by additional procedural documents, providing guidance to enforcement officers and/or prosecutors in reaching the decision to prosecute or to dispose of matters by alternative means.
- 2.11 This procedure applies to enforcement conducted by the Council and its contractors. It is for other highway authorities or landowners to determine their own policies in relation to Dockless E-Bikes. The Council will continue to work collaboratively with Transport for London (whose <u>Dockless e-bike and e-scooter enforcement policy</u> applies to TLRN and TfL lands) and other highway authorities in London.





#### 3. Enforcement Approach and Actions

- 3.1 The Council reserves the right to collect and store Mis-Parked Dockless E-Bikes.
- 3.2 The Council is committed to "4 E's" approach: Engage, Explain and Encourage compliance by operators prior to Enforcement. The intent is to achieve compliance without the need to take enforcement action. However, enforcement may form a necessary part of the Council's approach. Where any enforcement activity is undertaken, it will be fair, balanced, and impartial.
- 3.3 Transport for London's <u>Dockless Bike Share Code of Practice</u> notes that "Operators will be treated as responsible for the use (including the deposit) of any bike they own or manage." As such, in most cases, Operators (rather than individual Users) will be subject to any enforcement action taken by the Council. Operators have their own discipline policies in place that apply to Users.
- 3.4 Mis-parked Non-Permitted Dockless E-Bikes (i.e., Lime, Bolt and e-hop e-bikes) may be removed from Adopted Highways without notification to Operators, as per Highways Act 1980, Section 149.
- 3.5 Mis-parked Permitted Dockless E-Bikes (i.e., Forest and Voi e-bikes) may require notification to Operators prior to removal. The E-Bike Operations Contract sets out notification and collection timeframes for the Operators. Forest and Voi must ensure removal of Mis-parked Permitted Dockless E-Bikes within the timeframes specified below:
  - 3.5.1 If Parked outside a Parking Bay but not causing Public Nuisance or Obstruction, the Operator is to completely remove said Permitted Dockless E-bike in 6 hours from receipt of notification;
  - 3.5.2 If Parked in a way that causes a Public Nuisance or Obstruction, the Operator is to complete removal within 2 hours from receipt of notification; or
  - 3.5.3 In extreme and/or emergency circumstances: without notice, removal may be completed by the Council or Police.
  - 3.5.4 Failure to remove Mis-parked Permitted Dockless E-bikes within the timeframes specified above may lead to the removal by the Council of the Permitted Dockless E-bikes in line with this procedure.
- 3.6 For persistent offending or those Operators who disregard the enforcement approach, the Council may consider other options including seeking an injunction where necessary.
- 3.7 Enforcement officers shall collect incontrovertible evidence of the Public Nuisance or Obstruction posed by the Mis-Parked Dockless E-Bike prior to its collection.
  - 3.7.1 Evidence collection may include photos and/or videos taken from a variety of angles/distances to ensure the full context of the Obstruction or Public Nuisance.
  - 3.7.2 Unique identifying features (e.g., ID number, QR code) of each Mis-Parked Dockless E-Bike should be recorded.
  - 3.7.3 Timestamps should be included on all photo/video evidence.
- 3.8 The Council may publish or share with other authorities details of enforcement activities taken including convictions to serve as a deterrent to others.





#### 4. Determining when a Dockless E-Bike presents an Obstruction

- 4.1 The following is a non-exhaustive list<sup>1</sup> of examples where a Mis-Parked e-bike may be considered an Obstruction:
  - 4.1.1 **Narrowing the footway** to the extent that other highway users are unable to bypass due to the Dockless E-Bike's weight or bulk, creating a manual handling risk;
  - 4.1.2 Likely to cause highway users to make sudden or unusual manoeuvres, especially those which narrow the footway to the extent that it impedes passing or repassing on the footway or makes this impossible for pedestrians, in particular for those with visual or mobility impairments or users with children's buggies; are deposited in cycle tracks or carriageway (so users swerve to avoid); or deposited in or adjacent to parking bays reserved for specific users such as disabled bays, taxi bays, electric vehicle charging bays, car club bays, priority bays, or loading bays (blocking vehicle exit or causing passengers to exit into live traffic lanes);
  - 4.1.3 Standing in the footway where pedestrians would usually cross the road, in particular where obstructing accessibility features such as tactile paving or dropped kerbs (creating a barrier and preventing safe access to and from the footway) and those obscuring necessary views from highway users;
  - 4.1.4 Knocked/fallen over or those which are at risk of landing in active traffic lanes (including pedestrians) if they were to fall over, such that they have or could impede the usable space or represent a trip hazard; and/or
  - 4.1.5 Where a Dockless E-Bike is positioned on the footway or attached to public facilities (including benches, defibrillators, or cycle parking racks such as Sheffield stands) in such a way that:
    - it prevents, restricts, or unreasonably interferes with the use of the facility by other members of the public;
    - it creates a hazard or obstruction that cannot reasonably be bypassed (e.g., due to the size/weight of the vehicle); or
    - it appears to be abandoned or otherwise left for an unreasonable period.

#### 5. Collection and Storage

- 5.1 Upon collection, Dockless E-Bikes will be stored at the Council's depot (Depot Rd, Hounslow TW3 1SN).
- 5.2 The Operator shall ensure that any Dockless E-Bikes stored at the Council's depot are made unavailable to be hired by Users.
- 5.3 The Operator shall pay the Council the Collection Fee in respect of removal or disposal for each Permitted Dockless E-bike that has been relocated or removed. The Collection Fee shall be due and payable on each occasion a Dockless E-Bike is removed by the Council.
- 5.4 The Council shall notify the Operator by email if it has removed or relocated any Dockless E-Bike so that the Operator can arrange to collect the Dockless E-bike from the Council's specified depot. The

<sup>&</sup>lt;sup>1</sup> Adapted from the Transport for London <u>Dockless e-bike and e-scooter enforcement policy</u>.





- notification shall include a final date for collection (which shall not be less than forty-eight (48) hours from the date of notification).
- 5.5 In addition to the Collection Fee, the Operator shall pay the Council the Storage Fee for each day that the Dockless E-Bike has been stored at the Council's depot. The Storage Fee shall be chargeable from the date and time the bike is collected by/on behalf of the Council, irrespective of the time of day. This Storage Fee shall be calculated on a full-day basis and shall apply immediately upon the collection of the Dockless E-Bike.
- 5.6 The Council shall invoice the Operator for Collection Fee and Storage Fee as appropriate on a monthly basis. The Operator shall pay the invoiced amount within thirty (30) days.
- 5.7 If the Operator fails to collect the Dockless E-Bike by the date specified by the Council for collection, the Council may, at its discretion, dispose of the Dockless E-Bike at the Operator's sole cost and expense. Any costs incurred by the Council in such disposal shall be payable by the Operator on demand. In the event that no collection date has been specified by the Council, and the Operator fails to retrieve or arrange for the collection of the e-bike within ten (10) Business Days, the Council reserves the right to dispose of the Dockless E-Bike and charge the Operator a reasonable fee for the disposal process. Such fee shall be payable by the Operator to the Council on demand.





## Appendix A: Dockless E-Bike Identification

Туре	Operator	Image / Description
Permitted Dockless E-bikes	Forest	Two models in use, dark green and light blue (with green continent shapes)
	Voi	Two models in use (standard and smaller size), both orange
Non- Permitted Dockless E-bikes	Lime	Single model in use, white and lime green
	Bolt	Single model in use, green  Image source
	e-hop	Unclear if models have launched to date (rendering image only); predicted to be silver and blue  endly ransport lmage source

