

27 March 2019

Charlotte Cook  
[charlotte.cook@rnz.co.nz](mailto:charlotte.cook@rnz.co.nz)

REF: OIA-4766

Dear Charlotte

**Request made under the Official Information Act 1982**

Thank you for your email of 27 February 2019 requesting the following information under the Official Information Act 1982 (the Act):

1. *Are Lime Scooters considered to be hire vehicles, as in wheeled recreational vehicles?*
2. *If so, what maintenance regime is required and how is maintenance that is carried out, proven by the hirer?*
3. *If not, what law cover the rental of Lime Scooters?*
4. *How are Lime Scooter hires covered by consumer legislation?*
5. *Who determines that Lime Scooters are fit for purpose/safe to operate at the time of hire?*
6. *How is this done when they just left on the roadside and can be picked up/dropped off at anytime by the app?*
7. *What is the liability of Lime when a vehicle has a defect which causes injury/death to a user and it can be proven that the defect existed at the time of hire?*

Your questions followed by my responses are below:

1. *Are Lime Scooters considered to be hire vehicles, as in wheeled recreational vehicles?*

No, the definition of rental service in the Land Transport Act refers to motor vehicles. Therefore, given e-scooters are not motor vehicles, their hire is not subject to the requirements in Section 4 of the Operator Licensing Rule or the hire agreement provisions in Schedule 4 of that Rule.

2. *If so, what maintenance regime is required and how is maintenance that is carried out, proven by the hirer?*

As e-scooters have been declared not to be motor vehicles, they are not subject to in service certification (warrant of fitness) under section 7 of the Vehicle Standards Compliance Rule 2002. I am unable to provide any further information or comment on this as maintenance of Lime scooters falls outside the responsibilities of the Transport Agency.

3. *If not, what law cover the rental of Lime Scooters?*

The Consumer Guarantees Act 1993 and the law of contract applies to the rental of Lime scooters.

4. *How are Lime Scooter hires covered by consumer legislation?*
5. *Who determines that Lime Scooters are fit for purpose/safe to operate at the time of hire?*
6. *How is this done when they just left on the roadside and can be picked up/dropped off at anytime by the app?*

The information you seek for the above three questions is more closely connected with the functions of the Ministry of Business, Innovation and Employment (MBIE). As you were advised on 7 March 2019, we have transferred these parts of your request to MBIE under section 14 of the Act. You can expect to receive further correspondence in relation to these questions from MBIE in due course.

7. *What is the liability of Lime when a vehicle has a defect which causes injury/death to a user and it can be proven that the defect existed at the time of hire?*

I am refusing this portion of your request under section 18(g)(i) of the Act because the information requested is not held by the Transport Agency and there are no grounds for believing the information is held by another department. You may wish to seek independent legal advice in relation to your question.

Under section 28 of the Act, you have the right to ask the Ombudsman to review my decision to refuse this request. You can contact the Office of the Ombudsman by phone on 0800 802 602, or online at [www.ombudsman.parliament.nz](http://www.ombudsman.parliament.nz).

If you would like to discuss this reply with the NZ Transport Agency, please contact Andrew Knackstedt, by email to [andrew.knackstedt@nzta.govt.nz](mailto:andrew.knackstedt@nzta.govt.nz) or by phone on 04 894 6285.

Yours sincerely



**Kevin Owen**

Acting Senior Manager Operational Policy, Planning & Intelligence