



## **MOBILITY SCOOTER POLICY**

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Author: Jermaine Sterling  
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# **MOBILITY SCOOTER POLICY**

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# MOBILITY SCOOTER POLICY

## 1.0 Statement

Radcliffe Housing Society (RHS) operates a policy of inclusivity and understands mobility vehicles are integral to addressing mobility needs. They are a practical alternative to a car, and this is a prime reason for their increasing ownership and use.

## 2.0 Aims

As a housing provider we aim to balance residents' needs and aspirations to own mobility vehicles with health and safety concerns for other residents, staff and visitors.

## 3.0 Objectives

3.1 To have a policy which is clear, concise and easily understood covering all RHS residents.

3.2 Mobility vehicles are defined as "invalid carriages" under the Use of Invalid Carriages on Highways Regulations 1988. The types covered by this Policy are:

<b>Class 2</b>	Powered wheelchairs, mobility scooters and buggies (car shaped), intended for footpath use. They may also be used on the road to cross from one pavement to another or where no pavement is available. Maximum speed of 4mph/6kph. These scooters tend to be best for people who have some mobility but tend to tire easily and cannot walk far. Powered wheelchairs are generally for people who need them for daily use.
<b>Class 3</b>	Includes mobility scooters and powered wheelchairs which are capable of exceeding a speed of 4mph/6kph but not more than 8mph/12kph, and for use on roads or highways. These must be fitted with a device to limit the maximum speed to 4mph/6kph when on footpaths. They are sturdier and tend to be used by people as a replacement for their car and includes 6mph models.

## 4.0 Permissions

4.1 If you live in a self-contained house, you can have a mobility vehicle without our permission. It's your responsibility to use it safely, store, charge, insure and licence it.

4.2 If you live in a flat or somewhere with communal areas, you need to get our permission:

- Before you keep a mobility vehicle in your flat, on our premises or any communal areas
- If you have been assessed by the NHS as needing to use a Class 2 or 3 mobility vehicle
- If you already own a vehicle and are moving into a new flat

4.3 Before we decide if you can go ahead with having a mobility vehicle at your flat, we will assess risks such as:

- Access routes through communal areas of a scheme or block
- If it can be stored safely
- Capacity of the lift to cope with the weight and size of the vehicle
- Health and safety requirements and measures

4.4 If Radcliffe agrees you can go ahead, you will need to sign a mobility vehicle agreement (Appendix 1). If the risks are too high or we cannot provide or do not have a safe place to store the scooter, then we may decide you are not allowed to have a mobility vehicle.

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## 5.0 The Mobility vehicle agreement?

5.1 The agreement requires you to:

- Confirm you have read and understood this policy and keep to it
- Use your vehicle safely and without inconveniencing others
- Restrict your speed to walking pace inside schemes or in the grounds
- Not leave the mobility vehicle in a communal area, block exits or escape routes from your home and building, as it will be a hazard in an emergency
- Not allow anyone else to use it inside schemes or in any communal areas
- Maintain your vehicle in line with manufacturer's guidance and comply with safety guidance issued by us or the fire service. This may include getting a regular Portable Appliance Test (PAT) done on the vehicle
- Insure your vehicle against damage to the building, fixtures or fittings, or injury to people living in or visiting the building. We may ask to see your insurance certificate
- We will re-charge you if the vehicle causes any damage to RHS property
- Pay any charge for using a mobility vehicle storage facility
- Remove your vehicle when no longer used or required
- Accept liability and responsibility for your vehicle at all times. We won't accept any liability or responsibility for damage to or theft of your vehicle.

5.2 If you store the vehicle in your home, the agreement requires you to:

- Only charge the vehicle on a separate RCD (residual current device) adapter, as this is safer and helps reduce the risk of fire
- Charge the vehicle in line with the manufacturer's instructions and using only approved transformers and cables
- Avoid charging the vehicle overnight, as its more likely a fire could go undetected

5.3 The agreement will be for a term of 1 year and will need to be reviewed at the end of the contract

5.4 If you have a Class 3 vehicle and use it on the road, you may also need to register it with the Driver and Vehicle Licensing Authority (DVLA). Contact the DVLA directly if you need advice on this.

## 6 0. Mobility vehicle use

6.1 If we have agreed you can have a Class 2 mobility vehicle, you can store and charge it inside your home or in a mobility vehicle store (if there is one available). You must keep to the rules set out in your mobility vehicle agreement.

6.2 You must not use a larger Class 3 vehicle (or any vehicle longer than 120cm or wider than 70cm) in internal communal areas, corridors, or lifts. You can only store and charge a Class 3 vehicle in one of our designated areas.

6.3 If you cause damage to furniture or parts of the scheme such as doors or walls, we will expect you to pay to have it repaired, in line with our Recharge Policy.

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## **7.0 Adapting a home to accommodate a mobility vehicle**

- 7.1 The Equality Act 2010 requires us to make reasonable adjustments to allow residents to perform normal day to day activities in their homes. We are not required to make changes which affect the structure, or which would substantially and permanently alter your home. For example, we don't have to remove walls, widen doorways, or install permanent ramps.
- 7.2 If you've been assessed by the NHS wheelchair service as needing to use a powered wheelchair, we'll work with you to consider reasonable adjustments to your home. You'll find guidance in our Aids & Adaptations Policy. If you live in a flat, you'll need to let us know about the wheelchair and sign a mobility vehicle agreement.
- 7.3 We may permit you to make an alteration to your home at your own expense, for example widening a door to allow access. We'll only refuse where the alteration threatens the property's structure or poses a hazard to other residents. You must gain our permission, before you do any work.
- 7.4 In one of our independent living schemes we provide mobility vehicle stores. This store does not have external doors and is only suitable for Class 2 or Class 3 vehicles.
- 7.5 Spaces in the mobility vehicle store are limited and there may be more vehicles than spaces. You'll need to apply to us to get permission to use a space. If there aren't enough spaces, we'll keep a waiting list. We'll allocate spaces on a first come, first served basis.
- 7.6 If no space is available for your Class 2 vehicle, you'll need to store it in your own flat (except at independent living schemes). If no space is available for your Class 3 vehicle, you'll need to store it somewhere out of the building.
- 7.7 We will always tell you what the charge will be. We will consult residents when there is a proposal to add a new store to any communal area.

## **8.0 Removal of a mobility vehicle**

- 8.1 Most mobility vehicle users are responsible, and problems are rare. If you have difficulty keeping to your agreement, we'll work with you to find a solution. In extreme cases we reserve the right to withdraw permission for your mobility vehicle.
- 8.2 We reserve the right to immediately move your vehicle without your permission from a communal area or store if it is causing a hazard. We will not store the vehicle; it will be sent immediately for destruction.
- 8.3 It's your responsibility to dispose of your vehicle if you no longer want it and to let us know. If we think a vehicle has been abandoned, we will try to identify the owner.

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## 9.1 Appendix I – Mobility Vehicle Agreement



Permission will be subject to an owner/user signing and agreeing to the following terms and conditions:

1. You must exercise special care and attention at all times when using the scooter in Radcliffe grounds or premises
  2. You must take out appropriate insurance to include third party insurance cover and provide evidence of this to us at the time permission is granted, and thereafter on the insurance renewal date
  3. You must keep and maintain the scooter in accordance with the manufacturers requirements and maintain an up-to-date service record
  4. You accept and agree that “use and storage of the scooter within RHS premises or grounds, is entirely at your own risk
  5. You understand we reserve the right to withdraw at any time permission for an area to be used for storage, if it is required in the future for an alternative use
  6. Permission may be withdrawn should a user fail to adhere to these requirements, or should any subsequent risk assessment carried out at a later date indicate that the use and or/or storage present an unacceptable risk, and an alternative cannot be identified by us
  7. Permission may be withdrawn should any inspection undertaken by a competent authority eg Fire and Rescue Inspections, request the removal of such equipment from that location and an alternative cannot be found by us.
- I agree to pay a £15.00 deposit (refundable) for a key to the allocated secure electric power box.
  - I agree to pay a £15.00 per quarter (4 times per year) standing charge for electricity usage in advance
  - I agree to have a PAT test carried out each year. Radcliffe will provide this service and charge for the cost of this. It must be paid in advance of the test carried out
  - I agree to take and insurance for the mobility vehicle and provide RHS with a copy each year, on the anniversary of the insurance policy

**Name:**..... **Signature:**.....

**Address:**.....

**Vehicle Make / Model:**.....

# MOBILITY SCOOTER POLICY

## Equality Impact Assessment – Screening document



Name of policy* being reviewed: <b>Mobility Scooter Policy</b>	Date of EqlA review: <b>26.09.2022</b>
Is this a review of an existing policy or new policy (please delete as appropriate)	<b>New</b>

### 1. Responsibilities and ownership

Lead Officer: Jermaine Sterling
Department/Manager: Operations/Daren Donoghue
Assessment Team Members: Operations, Housing Management

### 2. Aims and expected outcomes

<b>What is the main purpose of the policy, include aims and objectives:</b> To provide staff and tenants with information on Radcliffe's Mobility Scooter policy.
<b>What are the overall benefits of this policy, include who is intended to benefit &amp; in what way:</b> Staff and tenants will have full guidance on what is/isn't allowed and how the policy should be followed.
<b>Please list any other policies which are likely to be impacted upon (for example, if you are reviewing service charges to residents, it may impact on a rent arrears policy or income recovery strategy):</b> Equipment & Adaptations Policy

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### 3. After consideration of evidence (from consultation and/or analysis of data), describe what impacts this policy may have

Could the policy have a negative impact on the following groups:			If yes: What is the impact (stating what evidence this is based on)	What actions are in place/need to be put in place to mitigate the impact?
Race	Yes	No		
Gender	Yes	No		
Disability	Yes	No	Properties have to be suitable for a mobility vehicle to be used and housed	Properties will be properly assessed and suitable adaptations will be made as/when required.
Age	Yes	No		
Sexual orientation	Yes	No		
Religion or Belief	Yes	No		
Gender Identity	Yes	No		
Marriage or Civil Partnership	Yes	No		
Pregnancy and Maternity	Yes	No		
Financial Inclusion	Yes	No		
Community cohesion	Yes	No		

### 4. Full EqlA required

Set out below the reasons why a full EqlA is or is not required:	Full EqlA required:	
If Yes, please complete a full EqlA Document.....		...If No, please go to sign off section (5).....

### 5. EqlA sign-off

EqlA Lead :

Date:

Reviewed:



Daren Donoghue CEO

Date: xx.xx.2022