



## Mobility Vehicle Policy

Version 1

**Approved by:** Executive Team

**Approved date:** 8 June 2017

### 1.0 Introduction

- 1.1 For many people, mobility vehicles are integral to addressing mobility needs. For local journeys, they're a practical alternative to a car and this is a prime reason for their increasing ownership and use. Our Policy balances residents' needs and aspirations to own mobility vehicles with health and safety concerns for other residents, staff and visitors.
- 1.2 This Policy outlines the rules for Class 2 and Class 3 mobility vehicles in our homes. This includes powered wheelchairs, buggies and scooters. Class 1 is manual wheelchairs, which aren't covered by this Policy. Adapted or specially-designed motor vehicles for road use aren't covered either. You can own and use manual wheelchairs and adapted cars without telling us.
- 1.3 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.

- 1.4 The Policy covers all Optivo residents. Rules about use and storage of vehicles within schemes or blocks of flats also applies to residents' visitors. The terms 'you' and 'your' in the Policy mean our customers. The terms 'we', 'our' and 'us' mean Optivo.

### 2.0 Am I allowed to have a mobility vehicle?

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

- 2.2 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 or on our premises
  - If you have been assessed by the NHS as needing to use a Class 2 or 3 wheelchair
  - If you already own a vehicle and are moving into a new flat.
- 2.3 Before we decide if you can go ahead with having a mobility vehicle at your flat, we'll 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
- 2.4 If we agree you can go ahead, you'll need to sign a mobility vehicle agreement. If the risks are too high, we may decide you're not allowed to have a mobility vehicle. If you've been assessed as needing to use one, we'll work with you to find a solution.
- 2.5 If you're thinking of moving and have a mobility vehicle, please tell us. We'll take it into account when advising you about moving.

### **3.0 What's in a mobility vehicle agreement?**

- 3.1 The agreement requires you to:
- Confirm you have read and understood this Policy and will 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 the building, as it will be a hazard in an emergency. In exceptional circumstances, the fire service may advise you can do this – for example, if the lift is out of order and no place is available in a vehicle store
  - Not allow anyone else to use it inside schemes or in the grounds
  - 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
- Reimburse Optivo for any damage caused by the use of your vehicle – see also the [Chargeable Repairs Policy](#).
- Pay any charge for using a mobility vehicle store
- Remove your vehicle when no longer used or required
- Accept liability and responsibility for your vehicle at all times. Optivo won't accept any liability or responsibility for damage to or theft of your vehicle.

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 to 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 it's more likely a fire could go undetected

3.2 The agreement will be for a maximum of three years, when it will be reviewed and can be renewed.

3.3 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.

#### **4.0 Can I use a mobility vehicle inside my block or scheme?**

4.1 If we've agreed you can have a Class 2 mobility vehicle, you can use it in communal areas of our properties. You can store and charge it inside your home or in a mobility vehicle store (see section 6). You must keep to the rules set out in your mobility vehicle agreement.

4.2 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 Class 3 mobility vehicle stores.

4.3 If you cause damage to furniture or parts of the scheme such as doors or walls we'll expect you to pay to have it repaired.

#### **5.0 Will you adapt my home to accommodate a mobility vehicle?**

5.1 The [Equality Act 2010](#) requires us to make reasonable adjustments to allow residents to perform normal day-to-day activities in their homes. We're 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.

- 5.2 But if you've been assessed by a 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 [Equipment & Adaptations Policy](#). If you live in a flat, you'll need to let us know about the wheelchair and sign a mobility vehicle agreement (see section 3).
- 5.2 We'll also normally 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.

### 6.0 Mobility vehicle stores

- 6.1 In some retirement schemes we provide mobility vehicle stores. These may be purpose-built storage spaces - or rooms which have been adapted to house mobility vehicles. Stores which don't have external doors are only suitable for Class 2 vehicles.
- 6.2 Spaces in mobility vehicle stores 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.
- 6.3 If no space is available for your Class 2 vehicle, you'll need to store it in your own flat. If no space is available for your Class 3 vehicle, you'll need to store it somewhere out of the building.
- 6.4 We may charge you for using a space in a mobility vehicle store. We'll tell you in advance if we plan to charge.
- 6.5 We'll consult residents when there's a proposal to add a new mobility vehicle store or adapt existing space for vehicle storage. We may not be able to provide a store where the building design does not allow it or the cost would be too high.

### 7.0 Can I be asked to remove my mobility vehicle?

- 7.1 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.
- 7.2 We reserve the right to immediately move your vehicle without your permission from a communal area or store if it is causing a hazard.
- 7.3 It's your responsibility to dispose of your vehicle if you no longer want it, and let us know. If we think a vehicle has been abandoned, we will try to identify the owner. If we're unable to do that we'll follow our [disposal of goods procedure](#). This means

we'll post a notice on the vehicle and can remove and dispose of it if no one contacts us.

## **8.0 Review**

- 8.1 We will review this Policy to address legislative, regulatory, best practice or operational issues.