

# Mobility Scooter Policy and Procedure Statements



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## 1 Aims

1. The aim of the Mobility Scooter Policy is to detail how the Jigsaw Homes Group will promote the safe use and storage of resident-owned mobility scooters. To ensure that all residents are aware of their responsibilities with regard to storage and use of mobility scooters and to set out the action to be taken by the association if a tenant does not comply with our policy.

## 2 Scope

2. There are significant risks associated with mobility scooter use, including potential collisions with vehicles, buildings and people causing injury and damage, trip hazards from inappropriate storage, fire risk caused by faulty mechanisms and the blockage of fire exit routes. The Policy will detail how these risks will be controlled in the communal areas of premises owned or managed by the Group.

## 3 Policy Statement

3. Although we do not have an obligation to provide external purpose built mobility scooter storage in our sheltered schemes or blocks of flats, there is recognition of the value that a mobility scooter can bring to the lives of some tenants by maintaining their independence. In recognition of this we will work with residents on identifying storage solutions if they are available and feasible and also look at opportunities to relocate customers to more appropriate accommodation.

### 3.1. Relevant Guidance and Legislation

4. Since 2006, landlords are not able to refuse consent unreasonably if the tenant seeks permission to make a disability-related improvement at the tenants own expense.
5. Anyone over the age of 14 can legally use a mobility scooter in the UK without any training, health assessment or eyesight check. There is no legal requirement for a license, insurance or regular safety test of scooter.
6. **Disability Discrimination Act 2000**
7. **Equality Act 2010**
8. **Management of Health and Safety at Work Regulations 1999**
9. **Use of Invalid Carriages on Highways Regulations 1988**
10. **Regulatory Reform (Fire Safety) Order 2005**
11. If the need to store Mobility Scooters was not taken into account when a building was designed their subsequent appearance will be covered under the Regulatory Reform (Fire Safety) Order 2005.

12. This legislation places responsibility on landlords to carry out and record fire risk assessments in order to ensure that their premises are safe for their occupants and this applies to all types of buildings, including the communal areas of blocks of flats (excluding houses and the flats themselves).

### 3.2. Definitions

13. Powered scooters are defined as ‘invalid carriages’ under the Use of Invalid Carriages on Highways Regulations 1988. The regulations divided these machines into three classes:



Figure 1

14. **Class 1** covers manual wheelchairs, which are without electric motors and are for domestic indoor use.
  - Use permitted within Housing Schemes



Figure 2

15. **Class 2** applies to powered scooters designed for use on the pavement travelling up to 4 mph. These scooters may also be used on the road to cross from one pavement

to another, or where no pavement is available. This class also applies to foldable scooters and electric wheelchairs (as long as they do not exceed 4 mph).

- Permitted storage and use in line with this Mobility Scooter Policy



Figure 3

16. **Class 3** applies to scooters that can be used both on the pavement where, like class 2 vehicles, they are limited to 4 mph, and on the road where they can travel up to 8 mph. Class 3 vehicles are required by law to be registered with the DVLA for road use. These vehicles will be licensed in the disabled taxation class.
17. Class 3 vehicles, or any vehicles longer than 1200mm or wider than 700mm **are not permitted to be used or stored inside** schemes except within purpose built scooter stores in accordance with the Mobility Scooter Policy.

- Not permitted inside Schemes other than in Scooter Stores

### 3.3. Our Approach

#### Permission

18. Before a resident purchases a mobility scooter, they (or their representative) must seek permission from Jigsaw Homes Group. Requests should be made to the employee responsible for the management of the scheme, for example the Scheme Coordinator or Tenancy Matters Officer. This is to ensure that there is adequate storage space available before bringing a scooter onto premises owned or managed by the Group
19. The resident must agree and comply with all conditions placed upon the use and storage of the scooter, including the code of conduct below. Jigsaw Homes Group reserves the right to withdraw permission at any time should the conditions of the permission be broken. In addition, Jigsaw Homes Group cannot guarantee that every resident who requests permission to bring a mobility scooter onto its premises will be given permission to do so.

## Storage

20. It is a breach of the Regulatory Reform (Fire Safety) Order 2005 for items such as mobility scooters to be stored in the common areas of premises. The Group operates a zero tolerance policy in relation to this issue i.e. it is **never** acceptable for a resident to store a scooter in an internal communal area. Residents, who fail to comply, will be in breach of their tenancy and further action will be taken. Motorised wheelchairs are intended for use in the home and should always be stored within a residents' flat.
21. The storage options to be discussed between a resident (or their representative) and the employee responsible for the management of the scheme are as follows:
- Where available in the premises, residents' should keep their mobility scooters in a **communal mobility scooter store (internal or external)**. Places will be restricted to one per person and a waiting list will be kept if there are more requests than spaces
  - Where a communal scooter store is not available, residents should keep their scooter in their **own home** if it is safe and practical to do so, which should be determined by the employee responsible for the management of the premises.
  - If the option to store their scooter in their own property requires the resident to take the scooter into a lift then this cannot be an option. Scooters should never be taken into a lift.
  - If this option is considered, the scooter must not under any circumstances be stored or charged in the hallway. The scooter should, preferably, be stored and charged in a separate room, which is fitted with either a thermarestor socket which prevents fires starting in electrical appliances, a fire-resisting or substantial door and fire detection.
  - Storage and use of mobility scooters in residential buildings can also pose other safety concerns to relevant persons and cause damage to buildings such as fire doors and walls within the building which could impact the fire safety measures within the building. Such risks should be considered as part of the building fire risk assessment and steps taken to address such issues as they arise. In some cases competent advice may be required to ensure fire safety is not affected. The owner of the mobility scooter must report any damage to any fire protection measures e.g. fire doors or any structural parts of the building to JHG
  - Failure to comply with the above will result in the mobility scooter being permanently removed from the scheme in accordance with the Removal of Goods Policy and Procedure
  - Where a communal scooter store is not available and it is impractical to store a scooter in the residents' home, Jigsaw Homes Group may explore other options, for example **external storage** where it is safe and practical to do so.
22. Where it is not possible for mobility scooters to be stored safely, the employee responsible for the management of the premises will explore alternative options with

the resident or their representative, for example mobility scooter hiring services or a transfer to more suitable accommodation. If there is no suitable storage option then permission will not be given to purchase a scooter.

## Charging

23. Battery operated mobility scooters and motorised electric wheelchairs should be charged inside a resident's home, if deemed safe (see Storage above) unless specific provision is made within a communal mobility scooter storage area.
24. All vehicles charged within a designated area will require a PAT (portable appliance test) annually to ensure that the charging equipment is in a fit state to be used. This test will be carried out and funded by Jigsaw homes Group, along with all other equipment at the premises. Should the equipment fail the test, it will be the owners' responsibility to repair or replace the item before it can be used again. Access to the designated area will be removed until the repair/replacement has been carried out.

## Code of Conduct

25. Residents that use a mobility scooter or motorised wheelchair in premises owned or managed by the Group:
  - Must ensure they do not leave their vehicle on permanent charge and ensure charging is in line with the manufacturers guidelines
  - Mobility scooters must not be charged in communal areas
  - Are responsible for any damage they cause to the premises and any injury they cause to themselves or another person. Residents will be recharged for the cost of rectifying any damage
  - Must operate at no greater than 4 miles per hour when in communal areas
  - Maintain batteries (electrolyte) filled with battery acid with caution and ensure they avoid spillage in the communal areas. The cost of rectifying any damage caused will be recharged to the resident concerned
  - Must have the ability to demonstrate safe use of their vehicle, including being familiar with instructions for use, understanding of the controls and operating mechanisms
  - Must ensure that they have appropriate insurance in place. This should include liability insurance in case of either damage to the building or injury involving other people who may be living, working or visiting the premises. If the owner does not have a current insurance certificate, they will be personally liable for any costs and will be asked to remove the scooter from the premises immediately. Failure to comply will result in a breach of tenancy
  - Must never leave trailing leads in communal areas
  - Must never transport the vehicle in a lift, as it may be too heavy for the capacity of the carriage

## Incident Reporting

26. In the event of any fire incident involving a mobility scooter (however small), Health and Safety should be informed, as the incident will need to be reported to external agencies. This should be done via SHE by the TMO or Scheme Co-Ordinator (dependent on General needs or ILS). The make and model of the scooter involved will be required as well as the details of the incident.
27. In addition, a review of the buildings fire risk assessment is required following any fire.

## Applications Process

28. No motorised mobility scooter can be used within the communal areas of any scheme, unless permission has been granted from Jigsaw Homes and this policy is complied with.
29. All residents wishing to use a mobility scooter must take part in a Person Centred Fire Risk Assessment, which may include a visit by the local Fire Authority depending on the results of the initial assessment. One of the actions from the Person Centred Fire Risk Assessment may be that a thermarestor socket (Heat detection monitoring) is fitted to be used whilst charging the scooter. This would be fitted by a Jigsaw Homes electrician.
30. The tenant will request permission from Jigsaw Homes and a Mobility Scooter Request Form (appendix 1) is completed by the responsible person (TMO or Scheme Coordinator) in the presence of the applicant.
31. The responsible person checks the applicants understanding of the code of conduct above and takes copies of relevant insurance documents, PAT certificate and DVLA registrations document for Class 3 vehicles.
32. A fee may be charged to use the scooter store. The charge will cover electricity costs for charging the appliance, maintenance of the storage facility and administration. The charge must be paid in advance for the balance of the current financial year and then annually in April each year.
33. The tenant reads and signs the Mobility Scooter Agreement. (appendix 2)
34. The details are entered on a register of scooter users. (appendix 3) which will be maintained by Jigsaw Homes.
35. Permission to use and store a mobility scooter may be refused if there is no available space in the schemes scooter store or if it is determined that it would be unsafe to store the scooter in the tenant's home.
36. Where demand for places within the scooter store is greater than is available, a waiting list will be established.

## Alterations

37. Any alterations required to premises owned or managed by the Group to accommodate mobility scooters or motorised wheelchairs must be referred to the Planned



Maintenance Team and Health and Safety Team. However, if alterations are to be funded, by the Group, residents or by any other means, for example a funding bid, written consent must be gained before alterations are made.

38. Where consideration is being given to provide communal storage, a financial assessment will always be undertaken prior to agreement being given, even where grant aid is being applied for.

## 4 Document Control

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Responsible Officer/s:	Donna Kelly, Group Director of Neighbourhoods and Support
Date of Approval:	
Approved by:	EMT
To be Reviewed Every:	

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# Appendices

# A Appendix 1

<b>Jigsaw Homes</b>			
<b>Mobility Scooter Request Form</b>			
<b>Customer Name</b>			
<b>Address</b>			
<b>Date of Enquiry</b>			
<b>Classification of Scooter</b> (Class 3 not permitted within the schemes)			
<b>Will the scooter be stored/charged in the customer's flat?</b>	<b>Y/N</b>	<b>Will scooter block escape route?</b>	
	<i>If yes</i>	<b>Is there a suitable electrical outlet?</b>	
		<b>Are any modifications required?</b>	
<b>Is there currently any storage/charging space available in the designated area?</b>		<b>YES * / NO * / NA *</b>	
<b>The customer agrees to the terms and conditions for the storage / charging / use of scooters within the development?</b>		<b>YES * / NO *</b>	
<b>If kept in scooter store, what arrangements are in place to get to/from store?</b>		<b>Walk * / Wheelchair * / Walking aid *</b> <b>Other: .....</b>	
<b>Request Outcome</b>		<b>APPROVED * / DENIED *</b>	
<b>Reason</b>		<i>If applicable include reference to OT recommendation</i>	
<b>Date Customer Advised</b>			
<b>Staff Signature</b>			

Figure A.1

## B Appendix 2

<b>Mobility Scooter Agreement</b>
<p>I ..... (name) understand that:</p> <ul style="list-style-type: none"><li>• I am liable for the cost of any damage I cause to the building fabric, furnishings and persons whilst using my mobility scooter on Jigsaw Homes property</li><li>• I must have appropriate insurance cover in place for the use and storage and charging of my mobility scooter</li><li>• Mobility scooters that are used, stored and charged within scheme must only be done so within the designated areas</li><li>• Mobility scooters must only be used around the scheme to and from the designated area to the outside, and vice versa</li><li>• I must observe a speed limit equivalent to a slow walking pace</li><li>• When stored in a flat the mobility scooter must not prevent a means of escape or entry</li><li>• I must make sure that my mobility scooter is charged and maintained in accordance with the manufacturer's instructions to guarantee safe operation</li><li>• I must make sure my mobility scooter is free from mud and dirt when in the scheme</li><li>• I will not leave any items stored in the mobility scooter while it is being stored or charged in the scheme</li><li>• I am liable for the communal storage and electricity charge (if there is one) in advance (<i>Not applicable for those storing and charging scooters within own flat.</i>)</li><li>• Jigsaw Homes cannot be held responsible for any damage to mobility scooters whilst stored on their property (indoors or outdoors)</li></ul>

Figure B.2

<ul style="list-style-type: none"> <li>Jigsaw Homes cannot guarantee secure external storage facilities for those mobility scooters that cannot be accommodated within schemes.</li> </ul>	
<b>Customer Signature</b>	
<b>Full Name</b>	
<b>Address</b>	
<b>Staff <u>Authorisation</u></b>	
<b>Staff Name</b>	
<b>Job Title</b>	
<b>Date</b>	

<b>Designated Area for Storage</b>	
<b>Designated Area for Charging</b>	

Figure B.3

C Appendix 3



MOBILITY SCOOTER LOG

Scheme Name		Designated Storage Area(s)		Designated Charging Area(s)		Maximum Permissible Number of Scooters
Customer Name	Flat No	Class of Scooter	Storage Area Designated	Charging Area Designated	Permit No	Date of Request if Permit Pending

Figure C.4



## Creating homes. Building lives.

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