



# Merseylink Policy

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**Merseylink**  
**Eligibility Criteria and Operational Requirements**

**Policy**

**1. Eligibility Criteria**

- 1.1 The Merseylink service is provided primarily for those people who encounter physical barriers, between home/origin and destination, preventing them from accessing some or all forms of public transport. Merseylink is a door-to-door service providing and managed by Merseytravel for people who have a physical, sensory or cognitive impairment, are unable to use mainstream public transport without insurmountable difficulties or who are at risk of harm and/or those who are unsafe to travel alone. Merseylink is designed to integrate with conventional bus and train services wherever possible,
- 1.2 Merseytravel is committed to full inclusion of disabled people into the network in mainstream transport and will encourage mixed usage of the commercial network.
- 1.3 To be eligible for membership, applicants will be required to:-
- (a) ordinarily reside or be a permanent resident of Merseyside; and
  - (b) be in receipt of (and provide evidence of) one of the following benefits:-
    - (i) Higher Rate Mobility Component of the Disability Living Allowance (DLA);
    - (ii) High Rate Care Component of Disability Living Allowance;
    - (iii) High Rate Attendance Allowance;
    - (iv) Registered blind; and
    - (v) War disablement pension (with mobility supplement or high rate care allowance.
- 1.4 Under the former Merseylink policy, a war disablement pension was not a 'listed' benefit but potential applicants could supply a letter from their GP certifying their inability to access traditional public transport. This is no longer an acceptable form of proof.

However, under the new policy, persons diagnosed with a terminal disease may be entitled to use the Merseylink service.

**2. Supporting Policies**

- 2.1 Rather than acting as a stand-alone service, Merseylink will work towards full integration with the public transport system. This will take into account:-

- (a) More fully accessible mainstream public transport is now generally available;
- (b) New technology has made booking and scheduling much more efficient (ie the TRAPEZE system);
- (c) Integration of variety of other DRT systems, ie Joblink & Dial-a-link; and
- (d) The review and provision of standard supported bus services.

2.2 Consequently, whilst acknowledging the above, the following policies aim to provide a robust framework for the continuation of the Merseylink Service.

### 3. **General Policies**

#### **Policy 1 – The Merseylink Service**

Merseytravel will provide trips within Merseyside, through the Merseylink service, using available resources, to mobility impaired people who are registered to use the service, for those journeys, or parts of journeys, when they would encounter insurmountable or unacceptable barriers to using public transport, for some or all of that journey.

Using available resources, Merseytravel will continue to provide and develop the Merseylink service and other DRT services to bridge the accessibility gaps, identified by accessibility planning, in the Merseyside public transport network.

#### **Policy 2 – Membership**

For the purpose of membership, applicants must be in receipt of and provide evidence of:-

- (a) Ordinarily reside or be a permanent resident of Merseyside; and
- (b) Be in receipt of one of the following benefits:-
  - (i) High Rate Mobility Component (HRMC) of the Disability Living Allowance (DLA);
  - (ii) High Rate Care Component of Disability Living Allowance;
  - (iii) High Rate Attendance Allowance;
  - (iv) Registered blind; and
  - (v) War Disablement Pension (with mobility supplement or high rate care allowance).

Or

- (c) A diagnosis of an aggressive disease such as terminal cancer causing progressive and substantial mobility or sight impairment.

The authority is willing to consider relevant information an applicant may wish to submit in support of his or her membership of Merseylink.

#### 4. **Membership and Conditions**

4.1 To join Merseylink applicants must send or take an application to Merseylink. They need to send or take the following:-

- (a) The completed application form;
- (b) Two recent passport size photographs (photographs can be taken in the Merseylink office for £2);
- (c) Proof of residence in Merseyside, such as a utility bill and one of the following:-
  - (i) a blink registration document; or
  - (ii) their Disability Allowance Book (or a photocopy of the relevant page); or
  - (iii) their Attendance Allowance Book (or a photocopy of the relevant page); or
  - (iv) the Decision letter setting out the elements of DLA which are being paid into their bank account.

Additionally

- (v) a valid medical certificate or exemption certificate from their GP if they are unable to wear a seat belt, or have any other condition, which would conflict with normal health and safety conditions of travel.
- 4.5 Merseylink is a valuable benefit for those entitled to receive it. It is natural therefore that Merseytravel has to be careful who is entitled to join or the service would be damaged either through over-subscription or cost.
- 4.6 Merseytravel is setting stringent criteria for membership of the Merseylink service and is using the Government funded benefits a person receives as the prior proof of need for the Merseylink service. Inevitably there will be some people who ought to receive the Merseylink service who may not be in receipt of such benefits and it is to provide an avenue for those people that an appeals system is needed. It is a matter of social justice that there needs to be an appeal system.

- 5.2 A protocol will be devised by Merseytravel, which details how the system will operate. This will be available to all members of Merseylink.
- 5.5 Where and whenever possible, Merseytravel will support Merseylink members who are new to the public transport system, through access to training and/or mentoring, to ensure that each individual is both competent and confident to plan and execute journeys on the public transport network.
- 5.6 If required Merseytravel will provide information in formats appropriate to the individual and strive to provide travel plans and travel training, for people not eligible for Merseylink to encourage full use of the mainstream public transport network.
- 5.7 Merseytravel will offer to former Merseylink members an opportunity to receive training and/or mentoring, to ensure that each individual is both competent and confident to plan journeys on the public transport network.

#### **Policy 17 – Compliance with the Disability Discrimination Act**

All transport operators staff providing Merseylink services must have received Disability Equality Training. Any proven instance of drivers discriminating against Merseylink members will lead to that driver being barred from working on the Merseylink service and may lead to the Operator losing the contract.

## **Operations**

### **Policy 3 – Trip Booking System**

In the short term the booking system will remain dependent on members booking by phone but the booking ahead period will be reduced from two to one day ahead. However, other methods of booking will be developed to assist disabled people, currently disadvantaged by the phone only booking system and will include text and email.

- 4.3 Members will be encouraged to have a sense of ownership of their service and take responsibility for cancellations. Members will be discouraged from asking drivers to deviate from the scheduled route, to accommodate individual needs that have not been accounted for in the original booking.
- 4.9 It is anticipated that the appeals committee will be comprised of representatives of all Merseylink's stakeholders, ie from Merseyside's PTA, the Executive and users.
- 4.10 It is proposed that a Member of the Authority chairs the appeals panel with several users' representatives, drawn from a pool of volunteers, in attendance, so that each time the panel meets it will be comprised of the same number of people. Whilst representing different spheres of interest, it is anticipated all panel members will be interested in applying appropriately rigorous conditions for admission to the Merseylink service.
- 4.11 The appeals pane will meet in camera to consider written appeals and will either:-
  - (a) Grant membership of Merseylink to the appellant; or
  - (b) Reject the appellant's application; or
  - (c) Decide to interview the appellant to gather further information.
- 4.12 An appellant whose application has been rejected will be entitled to an interview with the appeals panel, to submit further evidence. An appellant will be entitled to the support, or advocacy, of another person at the interview.
- 4.13 At interview an appellant will be allowed an appropriate time to expand upon or add information to the written evidence already provided.
- 4.14 Decisions of the appeals panel will be conveyed to appellants within two weeks of the interview.
- 4.15 Cancellations of pre-booked journeys are expensive and create inconvenience for other users. While some cancellations are inevitable and often unavoidable because of the nature of the member's particular disability, or failure of a feeder service, it is recognised that

some cancellations are made with impunity. Penalties will be imposed either on membership or trip allocation when cancellations are not made known in good time or without justifiable cause. Whilst 24 hours notice would be helpful, at least two hours cancellation notice is expected, although there will be some extenuating circumstances especially early morning, when giving notice may be difficult.

- 4.16 Members will be made aware that speculative trips may be possible, depending on the level of cancellations.

## 5. **Organisational Issues**

5.1 It is important that the future resources provided by Merseylink are utilised as efficiently as possible for the benefit of all users. Previously this has been difficult due to computer software limitations operating procedures. With the introduction of TRAPEZE PASS a much fairer system will be possible and this is described below:-

- (a) This system, will initially offer Merseylink users a maximum of 40 miles per month but no more than 10 trips per month, subject to availability;
- (b) Members who do not use their mileage quota, or forgo it, cannot carry forward unused miles;
- (c) Members will be able to travel anywhere on Merseyside subject to their mileage quota and vehicle availability.

### **Policy 6 – Trip Quotas**

Merseylink will introduce a trip quota system to ensure a more equitable allocation to its users and to encourage those, who are able, to make use of the accessible parts of the public transport network to extend their travel horizons. This quota could be limited to 40 miles per month, or 10 trips per month, dependant on overall demand and operational considerations.

5.4 As part of the induction process to the Merseylink service and each time a member, or a member's renewal form, indicates that circumstances have changed, Merseytravel will offer a travel needs and travel planning review. The review will help identify all the journeys, which a member thinks they would wish, or need, to make and taking account of any restrictions on vehicle type imposed by that person's mobility aids, or disability. It will then be possible to suggest what combination of services can be used to enable that person to reach his/her desired destinations and this may include conventional bus or rail along with Merseylink. The review will also consider the member's, confidence to travel and level of knowledge of the transport network and transport information services.

## **Policy 8 – Training**

Merseytravel will work with partners to strive to set up services which will provide transport needs assessments and provide advice, mentoring and where necessary training and buddies to enable Merseylink users and former Merseylink users to access and make the best use of the conventional public transport system.

### **9. Merseylink User's Forum**

- 9.1 A user's forum will be established help to identify areas of the service, which could be improved. It will also go some way to meeting Merseytravel's new duties under the Disability Discrimination Act 2005, to involve disabled people, from throughout Merseyside, in planning services.
- 9.2 Merseylink users are the experts about how the Merseylink service can best meet their transport needs. However, there is currently no mechanism for Merseylink users to be involved with developing the everyday policies for the Merseylink service. It is proposed, therefore, as part of the modernisation process for Merseylink, to set up a User's Forum. The establishment and servicing of such a forum will help Merseytravel meet its new Special Obligations under the Disability Discrimination Act, came into force in October 2006.
- 9.3 Forum members will in the main correspond by email, or via a web based chatroom but will meet at least once a year to discuss issues deemed to be important to Merseylink members. All meetings of the forum will be hosted and serviced by Merseytravel staff, unless or until the forum wishes to become an independent charity.
- 9.4 The proceedings of the forum together with news items and a letters page will form the basis of a Merseylink newsletter to be exhibited on Merseytravel's website and distributed to all Merseylink members. Each year transport will be provided so that all members who wish to attend an annual forum meeting can do so.

## **Policy 18 – Developing Merseylink Service with Members**

Merseytravel will invite Merseylink members to join a Merseylink User's Forum, which will meet to exchange members' experiences, complaints and suggestions. The proceedings of the forum, together with news items and a letters page, will form the basis of a Merseylink newsletter to be exhibited on Merseytravel's website and distributed to all Merseylink members. Each year transport will be provided so that all members who wish to attend an annual forum meeting can do so.





## **Terms & Conditions**

- 4.2 All passengers using the Merseylink service are required, by law, to wear the seat belts or safety harnesses, which are provided. Additionally, all wheelchairs are required by law to be secured by proprietary wheelchair tie-downs or located in a designated wheelchair space on a vehicle designed to meet the DDA construction and use regulations. Wheelchair users (travelling in their wheelchairs) may be required to travel, in a designated space, (in Mini Bus or Taxi) travelling backwards. If a prospective or current Merseylink member is unable to wear a seat belt and/or travel backwards for medical reasons they must provide a valid medical exemption certificate. They will then, on signing a disclaimer, be able to travel on Merseylink vehicles without wearing the seat belt or safety harness but entirely at their own risk.
- 4.4 Merseylink will not tolerate abuse, violence, or any other inappropriate behaviour, of any kind for any reason whatsoever. Membership will be reviewed and possibly revoked, if any member is abusive to other passengers, staff or drivers.
- 4.7 Merseylink used to accept doctor's notes as proof of need for someone to join the Merseylink service, however, there was believed to be considerable abuse of this system. This put the Merseylink scheduling staff in the invidious position of having either to admit or deny someone access to the service on flawed evidence, an unacceptable responsibility.
- 4.8 In future the vast majority of Merseylink users will only be admitted to membership of the Merseylink service if they can prove that they are in receipt of one of the key benefits set out in the policy document. However, it is appropriate that the authority should be willing to consider relevant information an applicant may wish to submit in support of his or her membership of Merseylink.

## **Policy 4 – Renewals, Deregistration and Appeals**

Merseytravel will require registered members to renew their membership, including furnishing current evidence of eligibility, every two years. Failure to do so may lead to suspension with a view to deregistration from the scheme.

Members who can no longer furnish a prior proof of eligibility when renewing their membership may be suspended with a view to deregistration.

Members may be suspended with a view to deregistration if repeated accusations of violence or other antisocial behaviour towards Merseylink staff or passengers are made.

Members may be suspended with a view to deregistration if accused of wilful public indecency offensive to Merseylink staff or passengers.

Members who persistently cancel trips, at short notice and without justification, may be suspended with a view to deregistration.

A new applicant, unable to furnish evidence to satisfy the eligibility criteria and denied registration to use the Merseylink service, will be directed to the appeal process.

Merseytravel will establish an appeals procedure, using a panel comprising of Merseylink members drawn from a pool of volunteers and chaired by a PTA member. This will be used to consider appeals against suspension, deregistration, or denial or registration, to use the Merseylink service.

Any applicant who has been rejected and whose appeal against that rejection has failed and any former member whose appeal against deregistration has failed, will not be allowed to reapply for registration for the Merseylink service within one year. However, they will be assisted to find help and information on transport solutions, suitable to their needs.

### **Policy 5 – Cancellations**

Whilst 24 hours notice would be helpful, at least two hours cancellation notice is expected, although there will be some extenuating circumstances especially early morning, when giving notice may be difficult. Penalties may be imposed either on Membership or trip allocation when cancellations are not made in correct time or without justifiable cause.

- 5.3 To ensure equity of use and maximise services, members can only pre-book one complete return journey, which may comprise several trips, at a time. It should be noted that Merseylink will not duplicate services provided by another supplier, such as Social Services and bookings are made subject to the following restrictions:-
- (a) Service provided may involve shared use and not a direct route;
  - (b) Hospital appointment trips will not be accepted but service may be used to visit a patient;
  - (c) Trips to attend day care facilities and special schools will not be accepted; and
  - (d) Merseylink member will be advised of onward mixed mode journeys.

### **Policy 7 – Major Family Events**

Members wishing to attend an important family or social event, eg a wedding, or other special event or funeral, using Merseylink for all associated journeys, will be permitted to book all the trips, which comprise that day's journey, at the same time.

## 6. **Accompanied Travel**

- 6.1 Merseylink members who require physical assistance whilst travelling, or who have a cognitive impairment and who are unable to follow safety instructions, must be accompanied.
- 6.2 Merseylink members will ordinarily be able to travel with one companion or assistant. Consideration will be given to additional travel companions in the case of members who require extra assistance and to both parents and siblings accompanying a child member.

## **Policy 9 – Companions/Cares/Dependants**

A parent, carer or guardian must accompany a member who is under 16 years of age, or an adult who cannot travel alone in safety.

A registered adult member may be accompanied by a companion, carer or personal assistant together with any dependants under 16 years, to whom that member is parent, carer or guardian.

A registered adult member, who is responsible for the care of older disabled persons, parents or children, may be accompanied by those persons in addition to a companion.

## 7. **Health & Safety**

- 7.1 The stringent H&S rules, to which passengers must adhere, are necessarily strict and outlined below.
- 7.2 Members who wish or need to travel in their wheelchairs must have a regulation wheelchair (ISO Standard), or EPIOC (Electric Powered Indoor/Outdoor Wheelchair) to be sure of being able to transfer from the Merseylink vehicles to commercially operated services, eg Merseyrail or accessible stage carriage operated bus services or purpose designed Hackney carriages (Taxis).
- 7.3 Wheelchair users able to transfer independently into a Merseylink vehicle seat will be encouraged to do so for their better comfort and safety.
- 7.4 Parents, guardians or carers will be required to supply specialist or other travel seats if their child/Merseylink member needs such equipment to travel safely within a Merseylink vehicle. Personal child restraints must be appropriate for the size of the child being secured and they must comply with safety regulations ie UN-ECE Regulations 44/05 or Directive 77/541/EEC or any subsequently approved standards.
- 7.5 Unoccupied wheelchairs, mobility-scooters, walking frames or shopper trolleys with which member's wish/need to travel must be capable of

being appropriately secured within the vehicle. Scooter users must transfer from their scooter into a seat.

- 7.6 Passengers refusing to abide by the Health & Safety instruction, eg a wheelchair user excused seatbelts on medical grounds and refusing to travel rear facing, with wheelchair correctly restrained in the provided wheelchair space may be deemed to be acting unreasonably and refused the trip. However, Merseylink members who are certified by their doctor as 'safety belt exempt' will be allowed to travel subject to their acceptance, in writing, that travel will be entirely at their own risk.
- 7.7 Members should understand that penalties will be imposed on either their membership or trip allocation if they attempt to persuade a Merseylink driver to carry them in an unsafe manner.
- 7.8 Merseytravel, or operators providing the Merseylink service on behalf of Merseytravel, reserve the right to refuse to carry a registered member and/or their mobility aid, if the latter is of such design or poor state or repair that it and/or the member cannot be secured within the vehicle with a proprietary Wheelchair Tie-down and Occupant Restraint System (WTORS), or within a reverse facing wheelchair bay.

### **Policy 10 – Unsafe Conduct**

Merseylink reserve the right to refuse the carriage of passengers if Merseylink management, or the driver, considers that person and/or their equipment may present a danger to themselves, or other passengers, during the journey.

### **Policy 11 – Seatbelts**

All passengers, unless given a specific medical dispensation, must use the seat belts provided, or travel facing rearwards either on a rear-facing seat or, if within a wheelchair, in the designated rear facing area.

### **Policy 12 – Safe Carriage of Goods & Equipment**

Passengers must accept that any goods or equipment not properly secured within the Merseylink vehicle could become dangerous missiles in the event of a road traffic accident and as such all goods/baggage must be securely stowed.

Members must confirm, at the time of booking that any wheelchair, scooter, other mobility aid, equipment or luggage, with which they wish to travel, is of a design, which can be secured in the vehicle assigned. If such artefacts and/or mobility aids cannot be secured they will not be carried.

## **8. Vehicle and Equipment Contract Standards**

- 8.1 The standard of wheelchair securing equipment and the range of wheelchairs in regular use continue to increase year by year. Wheelchairs are now designed with transport in mind and type testing

of both wheelchairs and wheelchair tie down equipment involves examples, of each design, surviving a sledge test simulation of a severe road traffic accident. All recently manufactured wheelchairs, approved for road transportation, carry a CE mark and identifiable securing points. Older manual wheelchairs can be fitted with 'Hooki' wheelchair anchorages.

### **Policy 13 – Access Features**

Merseytravel will, through its contracts, ensure that vehicles used for the Merseylink service incorporate all the latest best practice access and safety features.

### **Policy 14 – Stowage of Mobility Vehicles, Aids, Equipment & Luggage**

All Merseylink vehicles will be supplied with appropriate securing devices to anchor Mobility Scooters and/or user's equipment and baggage. If a scooter cannot be securely anchored it cannot be carried.

### **Policy 15 – Seatbelts, Clamps and Restraints**

All seats in Merseylink vehicles will be fitted with, at least, lap and diagonal retractable seatbelts and available with full harness seatbelts when needs dictates.

The use of wheelchair clamps, to secure occupied, or unoccupied manual wheelchairs of EPIOC (Electrically Powered Indoor Outdoor Wheelchair) will be prohibited on future Merseylink contracts. All wheelchairs and their occupants must in future be secured by a WTORS Wheelchair Tie-down and Occupant Restraint System, which incorporates at least an approved strap system for the wheelchair, or an alternative WTOR system, previously approved by Merseytravel.

- 8.2 Transport operators failing to correctly orientate wheelchair users in their vehicles and/or failing to use appropriate Wheelchair Occupant Restraint Systems to secure wheelchairs and their users, will be deemed to be in breach of their contract agreements with Merseytravel.
- 8.3 Taxi drivers, hired to carry Merseylink Members, who fail to correctly orientate wheelchair users in their vehicles and/or failing to use the vehicle's fitted Wheelchair & Occupant Restraint Systems will be banned from further employment on the Merseylink service. They will also be reported to the relevant Taxi Licensing Authority for breaching the conditions of their licence.

### **Policy 16 – Taxis, Private Hire Vehicles and other Forms of Demand Responsive Transport**

Merseytravel may, subject to resources, supplement the Merseylink service, hiring in alternative vehicles (including Community Transport or Social Service vehicles), appropriate to the needs of the Merseylink user to be carried to provide particular trips, which cannot be efficiently scheduled onto one of the main fleet of Merseylink vehicles. However, no guarantee of provision can be made for any booking request.

