International Parking Community

ACCREDITED OPERATOR SCHEME
CODE OF PRACTICE



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Foreword

Welcome to the Sixth Edition of the IPC's Code of Practice for parking on private land.

This edition of the Code incorporates changes to the following areas;

1. Clarification on the position where the Protection of Freedoms Act 2012 is not relied upon.
2. The incorporation of the DVLA's guidance on KADOE (Keeper at Date of Event) guidance.
3. Restriction on the ability of operators to issue more than one parking charge within a calendar day, for the same parking event.

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Glossary

Unless otherwise stated, any terms within this code are to be given their same meaning as in schedule 4 of the Protection of Freedoms Act 2012.

“ANPR” means Automatic Number Plate Recognition (an automated system that uses camera technology to automatically read the registration plate of a vehicle);

“AOS” means Accredited Operator Scheme;

“ATA” means Accredited Trade Association; an association accredited by the DVLA;

“Code” means this Code of Practice;

“Creditor” means a person who is for the time being entitled to recover unpaid parking charges from the driver of the vehicle;

“current address for service” means—

in the case of the keeper, an address which is either— an address at which documents relating to civil proceedings could properly be served on the person concerned under Civil Procedure Rules; or

the keeper’s registered address (if there is one); or

in the case of the driver, an address at which the driver for the time being resides or can be conveniently be contacted;

(it is the IPC’s understanding that, “conveniently contacted” in the context of the preceding paragraph, means an address which is convenient to the operator for the purposes of properly establishing their identity);

“driver” includes, where more than one person is engaged in the driving of the vehicle, any person so engaged;

“IAS” means the IPC’s Independent Appeals Service;

“ICO” means the Information Commissioners’ Office;

“IPC” means the Independent Parking Committee;

“keeper” means the person by whom the vehicle is kept at the time the vehicle was parked, which in the case of a registered vehicle is to be presumed, unless the contrary is proved, to be the registered keeper;

“Keeper Data” means the details of a vehicle’s registered keeper;

“keeper liability” means the transfer of liability of an unpaid parking charge to the keeper of a vehicle under the provisions of schedule 4 of the Protection of Freedoms Act 2012.

Glossary

“notice to driver” means a notice given to a driver of a vehicle identifying the parking charge which is now due;

“notice to keeper” means a notice given to the keeper of a vehicle when a parking charge is due;

“notification Letter” means a letter sent to the registered keeper when they have not complied with their requirement under the Protection of Freedoms Act 2012 and identified the driver of a vehicle when properly required to do so;

“parking charge” means an invoice issued to the driver of a vehicle who has parked on land either in accordance with signage committing to a contract or in breach of the terms of any contract or permission to be on the land. It does not refer to a standard pre-paid parking tariff or the equivalent;

“Permitted Period of Parking” means a period of parking which is either free or permitted upon payment of the normal tariff for parking. It does not apply to periods of parking which attract a Parking Charge as defined within this Code.

“Personal Data” has the same meaning as given by the Data Protection Act 1998

“PoFA” means the |Protection of Freedoms Act 2012;

“registered address” means, in relation to the keeper of a registered vehicle, the address as provided by the Secretary of State in response to the application for the keeper’s details;

“registered keeper” in relation to a registered vehicle, means the person in whose name the vehicle is registered with the DVLA;

“registered vehicle” means a vehicle which is for the time being registered under the Vehicle Excise and Registration Act 1994;

“relevant land” is to be given the same meaning as in schedule 4 of the Protection of Freedoms Act 2012;

“Sanctions Scheme” means the IPC’s sanction scheme as detailed in this Code.

“we”, “us” or “our”, means the IPC;

“you” or “your”, means you as the member or subscriber to IPC and the IPC’s Code of Practice;

Introduction

Members of the IPC who issue parking charges within the private parking sector are required to subscribe to the AOS and adhere to this Code which defines the core standards necessary to ensure transparency and fairness.

The Code complements the existing laws concerning parking enforcement on private land. It is designed to enhance the conduct and culpability of members in order to increase consumer confidence and raise standards within the industry. Outside of this Code, it remains the duty of the operator to appraise themselves with any legal provisions concerning their operations and to adhere to them. In particular, operators should have a sound working knowledge of the following areas:

- The Protection of Freedoms Act 2012 (for operations in England and Wales)
- Contract - with particular reference to unfair contract terms.
- Tort – In relation to trespass.
- Occupiers Liability – both in statute and tort.
- Data Protection
- Consumer Protection and Disability Discrimination

The Code is enforceable against its subscribers and includes a scheme of sanctions which can be invoked in instances of non-compliance. Whilst the disciplinary procedures for non-compliance can ultimately result in the termination of membership, the IPC's preference is for all members to achieve full compliance with the Code. The IPC offers additional services to its members to encourage compliance and ensure their operations are lawful and charges they impose are fair and enforceable.

Of significant importance within the Code is the requirement to obtain, process and dispose of Keeper Data lawfully and responsibly. The IPC is required to disclose to the DVLA instances of non-compliance or complaints against members. Operators are required by the DVLA to be a member of an Accredited Trade Association in order to request keeper details. The DVLA reserve the right to refuse to disclose keeper details notwithstanding membership of an ATA.

As an additional safeguard to the motorist, the IPC administers the Independent Appeals Service. The scheme operates on a web-based, automated platform which collates the representations of the parking operator and the motorist before referring them to an independent solicitor or barrister who will review the charge having regard to the applicable legal provisions. The decision is then disseminated to the parties.

Adjudicators are not accountable in their decisions to either the IPC or the operator and they have no vested interest in the outcome. Motorists who use an operator's internal appeals processes and have their appeal rejected may, thereafter, use the IAS Standard Appeals service free of charge. The process is not a replication of the civil courts' process and the normal rules of evidence do not apply; it is designed to be a quick, effective and cost-effective method of reviewing parking charges. The outcome of any Standard appeal is binding upon the operator but not on the motorist.

This Code does not cover parking which is controlled or administered by Local Authorities.

PART A

General Terms

1. Administration of Code

1.1 The IPC will monitor developments within the sector and make such changes to the Code as appear necessary in response to any changes in legislation or otherwise. The IPC values the views of consumer groups, operators, landowners and all those affected by its terms. The Code is a living document and feedback provided by interested parties will be considered whenever it is reviewed.

2. Conditions

2.1 It is a condition of AOS membership that you agree to abide by the Code and comply with the Independent Appeals Service. It is your responsibility to be fully appraised with the Code.

2.2 Failure to abide by the Code may result in the IPC taking disciplinary action against you in accordance with Schedule 2, although it is the IPC's preference to encourage compliance and the sanctions scheme will only be used where it is both necessary and proportionate in the circumstances of each case.

2.3 You agree to pay all relevant fees to the IPC including subscription rates, audit fees where applicable and fees relating to the administration of the Independent Appeals Services.

2.4 If you obtain and process vehicle Keeper Data you are obliged to:

2.41 Be registered with the Information Commissioner.

2.42 Be compliant with all necessary legislation.

2.43 Adhere to DVLA requirements relating to Keeper Data.

3. Warranties and Disclaimers.

3.1 The Code is designed to complement the laws which apply to the parking industry. Outside of this Code, it is your responsibility to ensure your business adheres to all relevant legal provisions and the IPC assumes no responsibility for unlawful or illegal acts of its members and you agree to indemnify us as to the same.

3.2 By being an IPC member, you agree to indemnify us against all claims arising from your obtaining Keeper Data falsely, illegally or by mistake, and against any misuse of any such Keeper Data.

3.3 The IPC will use its best endeavours to maintain its ATA status with DVLA. ATA status is granted to the IPC by the DVLA and therefore it is within their power to withdraw such status. The IPC will not be responsible for any loss caused to its members in the event ATA status is withdrawn for any reason.

PART A

4. Monitoring Compliance with the Code

4.1 Upon application for IPC Membership, compliance will be assessed by way of an Initial Audit during a period of 'probationary membership' for the first 6 months. This is detailed further in Schedule 4.

4.2 Compliance with the code will be constantly monitored. Additionally, you agree to the IPC auditing your company annually to ensure compliance. Audits may occur more than once per year where the IPC has reason to suspect non-compliance.

4.3 The IPC will use data collected during the appeals process in order to monitor compliance.

4.4 The IPC may investigate and record any complaints against members in order to ensure compliance.

4.5 You are required to comply with any reasonable request of the IPC so far as it relates to your membership and compliance with the Code.

4.6 Failure to comply with any reasonable request of the IPC will be treated as an issue of non-compliance under the Sanctions Scheme.

4.7 Breach of the conditions of the Code will render you liable to our disciplinary procedures as set out in schedule 2. Where non-compliance is deemed by the IPC to be sufficiently serious, the IPC may suspend or terminate your membership with immediate effect.

4.8 If your membership is suspended or terminated, we will notify DVLA of the same. This will prevent you from obtaining vehicle keeper details from the DVLA as a member of The IPC.

4.9 Where there is evidence of non-compliance, in addition to any disciplinary action we might take, we may write to you and require you to make any changes to your business practices necessary to ensure future compliance.

4.10 In order to monitor compliance with the code and adherence to any other legal pro vision, the IPC may engage the Investigative Monitoring Scheme as described in Sched ule 4 hereto.

4.11 Further details on compliance can be found in Schedule 2.

PART B

Operational Requirements Applicable to All Operators

1. Establishing Yourself as the 'Creditor'.

1.1 If you operate parking management activities on land which is not owned by you, you must supply us with written authority from the land owner sufficient to establish you as the 'Creditor' within the meaning of the Protection of Freedoms Act 2012 (where applicable) and in any event to establish you as a person who is able to recover parking charges. There is no prescribed form for such agreement and it need not necessarily be as part of a contract but it must include the express ability for an operator to recover parking charges on the landowner's behalf or provide sufficient right to occupy the land in question so that charges can be recovered by the operator directly. This applies whether or not you intend to use the keeper liability provisions.

2. Signs

2.1 Where the basis of your parking charges is based in the law of contract it will usually be by way of the driver of a vehicle agreeing to contractual terms identified by signage in and around a controlled zone. It is therefore of fundamental importance that the signage meets the minimum standards under The Code as this underpins the validity of any such charge. Similarly, where charges are founded in the law of trespass and form liquidated damages, these too must be communicated to drivers in the same way.

2.2 Signs must conform to the requirements as set out in a schedule 1 to the Code.

3. Automatic Number Plate Recognition and use of surveillance cameras.

3.1 You may use ANPR technology to identify vehicles for the purpose of issuing parking charge notices.

3.2 Where ANPR technology is used, this must be clearly stated using appropriate signage.

3.3 You must ensure there are appropriate manual checks in place to ensure correct registration details are used to obtain keeper details from the DVLA.

3.4 If you use ANPR technology you must ensure the Keeper Data you obtain and process is used, stored and disposed of appropriately in accordance with ICO requirements.

3.5 Operators should have regard to the Surveillance Camera Code of Practice when using surveillance cameras.

4. Third Parties and Self-ticketing

4.1 You may use sub-contractors in order to carry out duties on your behalf. Subcontractors are your responsibility and any issue of non-compliance by them will be treated as non-compliance by you.

4.2 Self –ticketing practices are considered the same as sub-contractors, so if you enforce parking charges issued by a self-ticketing site – you are responsible for ensuring they keep to the Code in its entirety.

PART B

5. Data Processing

5.1 You are required to be registered with the Information Commissioner as a data controller.

5.2 You must not pass any Personal Data to any third party company who is not a member of an Accredited Operator Scheme (or similar scheme of a different name) with an Accredited Trade Association or a firm entitled to carry on reserved legal activities.

6. Operators' Internal Appeals Process

6.1 You are required to have your own internal appeals procedures , where motorists are not directed straight to the IAS. As a minimum, you must:

(a) Inform motorists of your internal appeals procedures when you issue a parking charge.

(b) Identify the appeals procedure including the manner in which appeals can be made, to whom they should be made, and the time frame for lodging an appeal.

(c) Allow a minimum of 21 days from imposition for the motorist to lodge an appeal with you and make representations.

(d) Consider such representations and should respond appropriately within 28 days.

(e) Allow for appeals to be made outside of the period which is usually allowed where you consider there to be exceptional circumstances for not lodging the appeal within the normal time allowed.

(f) It is for you to decide whether a discounted rate of payment should be allowed if someone exercises their right to appeal to you. However, where you do not allow a motorist to pay at a discounted rate if they lodge an appeal to you, you must make this clear when informing them of their ability to so appeal.

(g) Where you accept payment of a charge you do not need to offer, or continue to offer the ability to appeal, providing you advise the motorist (or person pay ing) at the time that payment is taken that you are accepting it in full and final settlement of all monies owing and that thereafter they will not have the ability to appeal.

6.2 If an appeal is unsuccessful then you must notify the appellant, at the same time you reject their appeal, that they have the right to further appeal to the IAS and you must allow them a further 21 days to pay the charge or to exercise this right of appeal. During this period, you may not add on any additional fees for non-payment.

6.3 You must not require payment of a charge whilst an appeal is being considered.

6.4 You must not require the motorist or keeper to submit a stamped-addressed envelope as a pre-requisite for an appeal.

PART B

7. Disabled Motorists

7.1 Under the Equality Act 2010 it is your duty to make "reasonable adjustments" to assist disabled people to use any services you provide. It is incumbent on operators to determine what is necessary on their individual sites. Adjustments could include lowered pay and display meters, lowered signage and wider parking bays marked specifically for disabled drivers.

8. Charges and Terms and Conditions.

8.1 All Parking Charges issued by you must be reasonable and enforceable under any applicable legal provisions. More information on Charges can be found in Schedule 5.

9. Byelaws

9.1 It is your responsibility to establish whether any land upon which you operate is subject to any Byelaws. Where land is subject to Byelaws you must ensure that your practices are in accordance with them or, alternatively, that you operate a scheme that is not prohibited by them.

10. Complaints

10.1 You must have an internal complaints procedure.

10.2 You should provide the driver with information regarding your internal complaints procedures at the time of providing them with a Notice to Driver.

10.3 You should provide the Keeper with information of your internal complaints procedures at the same time as you send a Notice to Keeper.

10.4 You must record all complaints in a Complaints Register. You must record the following:

(a) Date of complaint
(b) The complainant.
(c) Copy of complaint.
(d) Copy of all correspondence.
(e) Outcome.
(f) Details of corrective action required and undertaken to ensure situation does not recur (where complaint has merit).

10.5 You must provide the register to us or the DVLA within 14 days if requested.

11. Holding Yourself out as the Authorities

11.1 You must not state or imply you have any government or regulatory powers if this is not the case.

11.2 You must ensure your company stationery and all other forms of correspondence or communication do not describe any charge which may be issued to a driver in terms that imply you have any authority as defined above by use of such words as 'fine' or 'penalty', nor must the term 'PCN' be used unless it has been previously defined as reference to a 'Parking Charge Notice'.

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12 Insurance

12.1 You must ensure you have the required level of public liability insurance. If you operate within the private sector, the minimum level of cover is £5m of Public Liability Insurance.

12.2 If you have employees then you are required to have appropriate Employer's Liability Insurance. The minimum level of cover is £10m.

12.3 You must provide the IPC with evidence of any such insurance if requested to do so and in any event upon audit.

13. Professionalism

13.1 You agree to ensure that all your operators, servants or agents maintain a professional standard of behaviour when carrying out their duties and comply with the rule of law at all times.

14. Predatory Tactics

14.1 You must not use predatory or misleading tactics to lure drivers into incurring parking charges. Such instances will be viewed as a serious instance of non-compliance and will be dealt with under the sanctions system as defined in schedule 2 to the Code.

15. Grace Periods

15.1 Drivers should be allowed a sufficient amount of time to park and read any signs so they may make an informed decision as to whether or not to remain on the site.

15.2 Drivers must be allowed a minimum period of 10 minutes to leave a site after a pre-paid or permitted period of parking has expired.

15.3 The reference to 10 minutes in 15.2 above shall not apply where the period of pre-paid or permitted parking does not exceed 1 hour providing that the signage on the site makes it clear to the motorist, in a prominent font, that no grace period applies on that land.

16. Postal Notifications

16.1 Where notification of a parking charge is not affixed to the vehicle or given to the driver at the time of the parking event then you may provide postal notification of the charge to the registered keeper.

17. Incentive Schemes

17.1 You may use incentive schemes to motivate your staff and improve productivity. However, you may not use an incentive scheme which focusses solely on the volume of parking charges issued without introducing sufficient checks and balances so as to ensure that operatives do not issue Parking Charges where they should not.

17.2 To avoid simply encouraging the issue of a high volume of parking charges notices, operators should employ schemes which encourage a high standard of work.

17.3 Where incentive schemes are employed, Operators should keep in mind that it is they that are ultimately responsible for improperly issued Parking Charges and that there may be ramifications should members of their staff (or self-ticketers) issue parking charges fraudulently.

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18. Operators Making vehicle keeper enquiries using the KADOE system.

Where operators make enquiries for vehicle keeper data under the KADOE (Keeper at Date of Event) system, they should do so in accordance with the 'Guidance for private car parking operators, Making a vehicle keeper enquiry using the KADOE system' guide of October 2016 and as revised from time to time. It is important to note that the guidance requires the operator to hold photographic evidence of a parking event at the time that any such application is made. Where, for any reason, photographic evidence is not held, such an enquiry should be made through the DVLA's manual application process.

19. Period of Parking

Parking operators must ensure that they only issue parking charges in accordance with their advertised terms on any site. Such terms shall not entitle any operator to issue more than one parking charge in the same calender day for the same parking event. In the event of a new calendar day the operator must not issue a further parking charge for the same parking event within a 12 hour period from when the previous parking charge was issued. Where a vehicle is moved at any point, this constitutes a new parking event.

PART C

Operations on 'Relevant Land' in England and Wales

1. Applying for Keeper Details where Keeper Liability is Sought

1.1 The Protection of Freedoms Act 2012 provides an ability for unpaid parking charges that have been imposed on relevant land within England and Wales to be recovered from the keeper of a vehicle providing that certain pre-conditions are met. Paragraphs 1-5 of this Part apply where you purport to rely on these pre-conditions

1.2 If you intend to be able to recover unpaid parking charges from the keeper of a vehicle you must request Keeper details in accordance with Schedule 4 of the Protection of Freedoms Act 2012.

1.3 You must not imply that the registered keeper can be held responsible for the parking charge under the Protection of Freedoms Act unless the relevant time limits within the Act have been met.

1.4 When you apply to the DVLA for keeper details you must inform them of your membership with the IPC and provide your membership number in addition to any other details they may require in order to process the application.

1.5 You must apply for keeper details only where you have 'reasonable cause' to do so in accordance with regulation 27(1)(e) of the Road Vehicles (Registration and Licencing) Regulations 2002.

1.6 Where keeper details are provided to you by the DVLA, they must only be used for the purposes for which they were disclosed to you .

1.7 Where you are provided with keeper details in relation to a parking charge, the details must only be used in relation to the enforcement of that charge. They must not be used in order to enforce any other parking charge(s).

1.8 You must not apply for keeper details on behalf of any third party company or individual who is not a member of an Accredited Trade Association.

1.9 Any Keeper Data supplied to you should be handled and processed strictly in accordance with all applicable legal directions.

1.10 Failure to abide by any applicable laws relating to data handling may be considered an issue of non-compliance.

2. Notice to Driver (Non-ANPR cases)

Schedule 4 to the Protection of Freedoms Act 2012 prescribes the steps you must follow to pursue the registered keeper of a vehicle for an unpaid parking charge. You should fully appraise yourself and those within your organisation with the Act and the processes therein to make sure that you are compliant with the legislation. Below is a short summary of the requirements. However, it is you that has the responsibility for ensuring compliance with the Act.

2.1 The Notice to the Driver must;

(a) Be in writing.

(b) Either be affixed to the vehicle or given to a person who appears to the Operator to have control of that vehicle.

(c) Specify the vehicle and the land on which it was parked.

(d) Identify the period of parking to which the charge relates and the circumstances by which the charge became payable.

(e) Describe the means by which the contract was brought to the attention of the driver.

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(f) Explain that the charges have not been paid in full and are the liability of the driver.
(g) Explain that if the full amount of the charge is not paid within 28 days an application will be made to DVLA for the keeper's details to enable the charge to be enforced.
(h) Identify the creditor and explain how and to whom the payment should be made.
(i) Inform the driver of any discount offered for prompt payment of the charge.
(j) Inform the driver of the period in which they may appeal to the Operator identify the process and advise the driver that once this process is exhausted, the driver can appeal to the Independent Appeals Service for a review of the decision.

3. Notice to Keeper (Non-ANPR cases)

3.1 The Notice to the Keeper must;

(a) Be in writing.
(b) Specify the vehicle and the land on which it was parked and the period of parking to which the notice relates.
(c) Inform the keeper that the driver is required to pay parking charges in respect of the specified period of parking and that they have not been paid in full.
(d) State that a Notice to the Driver relating to the specified period of parking has been given.
(e) Describe the requirement to pay charges in respect of the specified period and detail those charges.
(f) Describe the circumstances in which the charges arose (including the means by which it was brought to the attention of the driver and any other facts which made the charges payable).
(g) Explain that parking charges relating to the specified period have not been paid in full by the driver and detail the total amount of unpaid parking charges
(h) Specify the period of parking and the time of the issue of the Notice to Driver.
(i) Specify the amount remaining unpaid at the date of the issue of the Notice to Keeper.
(j) State that the Creditor does not know the name of the driver and a current address for service for the driver.
(k) Invite the keeper to pay the unpaid parking charges, or, If the keeper was not the driver of the vehicle, to notify the creditor of the name and current address of the driver and pass the notice on to the driver.
(l) Warn the keeper that if the parking charge remains unpaid after a period of 28 days and the creditor does not know both the name of driver and current address for service of the driver then the creditor will have the right to recover from the keeper any unpaid charges.
(m) Inform the keeper of any discount offered for prompt payment and the arrangements for resolution of disputes or complaints available to the keeper including; Any procedures offered by the creditor for dealing informally with representations by the keeper about the notice or any matter contained in it; and The arrangements under which disputes or complaints may be referred by the keeper to The IPC

(n) Identify the creditor and explain how and to whom the payment should be made or how notification of the driver can be given.

(o) Relate only to a single period of parking (this does not prevent the giving of separate notices which each specify different parts of a single period of parking).

(p) Be given by;

1) Handing it to the keeper, or
2) Leaving it at his current address, or
3) Sending it by post to his current address.

(q) Be given to or served on the Keeper between day 29 and day 57 after the day the Notice to Driver is given (which is counted as day 1).

(r) Explain the reason for requesting their details. You must provide details of the Complaints Procedure by which the Keeper can notify the Information Commissioner and DVLA if they feel their Keeper Data has been used improperly.

3.2 All communication to the Keeper must be in writing.

4. Notice to Hirer

4.1 Where a creditor receives notification from a vehicle hire company that at the specified time the relevant vehicle was under a hire agreement then a Notice to Hirer must be sent to the hirer.

4.2 A Notice to Hirer must;

(a) Be given within 21 days of receipt, by you, of the hirer details from the vehicle hire company.

(b) Inform the hirer that any unpaid parking charges may be recovered from him.

(c) Refer the hirer to the information contained in the notice to keeper.

(d) Warn the hirer that if after 21 days the amount of unpaid parking charges have not been paid in full the creditor will have the right to recover from the hirer any amount remaining unpaid.

(e) Inform the hirer of any discount offered for prompt payment.

(f) Inform the Hirer of any procedures offered by the creditor for dealing informally with representations by the hirer about the notice or any matter contained in it; and

(g) Inform the Hirer of the arrangements under which disputes or complaints may be referred by the hirer to The IPC

(h) Identify the creditor and specify how and to whom payment may be made.

(i) Be given by;

1) Handing it to the hirer, or
2) Leaving it at his current or last known address, or
3) Sending it by post to his current or last known address.

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5. Notice to Keeper (ANPR and Postal Notification cases)

5.1 The Notice to the Keeper must;

(a) Be in writing.

(b) Specify the vehicle and the land on which it was parked and the period of parking to which the notice relates.

(c) Inform the keeper that the driver is required to pay parking charges in respect of the specified period of parking and that the parking charges have not been paid in full.

(d) Describe the parking charges due from the driver as at the end of the period, the circumstances in which the requirement to pay them arose (including the means by which the requirement was brought to the attention of drivers) and any other facts which made them payable.

(e) Specify the amount remaining unpaid at the date of the issue of the Notice to Keeper.

(f) State that the Creditor does not know the name of the driver and a current address for service for the driver.

(g) Invite the keeper; to pay the unpaid parking charges, or if the keeper was not the driver of the vehicle, to notify the creditor of the name and current address of the driver and pass the notice on to the driver.

(h) Warn the keeper that if the parking charge remains unpaid after a period of 28 days and the creditor does not know both the name of driver and current address for service of the driver, the creditor will have the right to recover from the keeper the amount of the charge remaining unpaid.

(i) Inform the keeper of any discount offered for prompt payment and the arrangements for resolution of disputes or complaints available to the keeper including; Any procedures offered by the creditor for dealing informally with representations by the keeper about the notice or any matter contained in it; and the arrangements under which disputes or complaints may be referred by the keeper to The IPC/IAS.

(j) Identify the creditor and explain how and to whom the payment should be made or notification of the driver should be given.

(k) Relate only to a single period of parking (this does not prevent the giving of separate notices which each specify different parts of a single period of parking).

(l) Be given by;

1) Handing it to the keeper, or

2) Leaving it at his current address, or

3) Sending it by post to his current address.

(m) Be given to be received by the keeper within 14 days beginning the day after the specified period of parking.

(n) Explain the reason for requesting their details. You must provide details of the Complaints Procedure by which the Keeper can notify the Information Commissioner and DVLA if they feel their data has been used improperly.

5.2 All initial communication to the Keeper must be in writing.

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6. Sending a Notification Letter to the Keeper

6.1 Where a parking charge remains unpaid and the keeper has failed to identify the driver within 28 days of the notice to keeper, you should send a notification letter to the keeper confirming they are now liable for the charge, the amount of the charge, the time frame for making payment and how payment should be made.

6.2 It must not be sent before the expiry of time to identify the driver (28 days from date the Notice to Keeper is served).

6.3 The letter should offer the keeper a minimum of a further 14 days to pay.

7. Independent Appeals Service

7.1 Where, under 6.1 above, you are required to consider an appeal and you reject it, you must notify the IAS of the motorist's ability to use the Standard Appeal process and provide any information as is required by them for this purpose.

7.2 You agree to accept the decision of the IAS and for it to be binding upon you.

7.3 You agree to pay the relevant fee to the IAS for any appeal.

7.4 You must not require payment of a parking charge whilst an appeal is being considered by the IAS.

7.5 It is for you to decide whether a discounted rate of payment should be allowed after an unsuccessful appeal to the IAS.

7.6 Where you accept payment of a charge you do not need to offer, or continue to offer the ability to appeal, providing you advise the motorist (or person paying) at the time that payment is taken that you are accepting it in full and final settlement of all monies owing and that thereafter they will not have the ability to appeal.

7.7 If an appeal to the IAS is rejected then you must allow a minimum of 14 days before you commence (or recommence) any debt recovery action, this includes adding any additional fees (this does not include reasonable surcharges for taking payments).

PART D

Operations in Scotland and Northern Ireland or where 'Keeper Liability' is not sought

1. General

1.1 Operations in Scotland and Northern Ireland are not covered by the Protection of Freedoms Act, nor is land that is;

(a) a highway maintainable at the public expense (within the meaning of section 329(1) of the Highways Act 1980);

(b) a parking place which is provided or controlled by a traffic authority;

(c) any land (not falling within paragraph (a) or (b)) on which the parking of a vehicle is subject to statutory control.

1.2 Where you carry out parking control outside of England and Wales or where you are otherwise unable to utilise the provisions within the Protection of Freedoms Act 2012 you must not infer that Keeper Liability under those provisions exists.

1.3 Operators are not required to use the keeper liability provisions within the Protection of Freedoms Act 2012 on land to which it applies. These provisions complement the common-law position which may be used to establish liability for a parking charge irrespective of whether the Act applies or not. Where an operator chooses not to rely upon the Act, the time limits and notice requirements therein do not apply.

2. Applying for keeper details where keeper liability is not sought.

2.1 Where you apply for keeper details outside of the provisions of the Protection of Freedoms Act the strict time limits and pre-conditions under schedule 4 of the Act do not apply.
Applications for keeper details should generally be made as soon as practicable after the imposition of any charge and in any event within 6 months unless there are exceptional circumstances for not doing so. Applications should be made in the prescribed form and accompanied by such information as the DVLA may require.

3. Notice to Driver (Non-ANPR)

3.1 Where a parking charge is imposed by an operator on land that does not use ANPR then a notice may be issued explaining that the driver is liable for the charge.

3.2 The Notice to the Driver should;

(a) Be in writing.

(b) Either be affixed to the vehicle or given to a person who appears to the Operator to have control of said vehicle.

(c) Specify the vehicle and the land on which it was parked.

(d) Identify the period of parking to which the charge relates and the circumstances by which the charge became payable.

(e) Describe the means by which the contract or parking restrictions were brought to the attention of the driver.

(f) Explain that charges remain unpaid and are the liability of the driver.

(g) Explain that if the full amount of the charge is not paid within 28 days an application will be made to DVLA for the keeper's details to enable enforcement of the charge.

(h) Identify the creditor and explain how and to whom the payment should be made.

(i) Inform the driver of any discount offered for prompt payment of the charge.
(j) Inform the driver of your own internal appeals procedure and that they may appeal further to the IAS if the internal appeal is rejected.
(k) Inform the driver that they may complain to you and if they are not satisfied with your response they may ask the IPC to review the complaint.

4. Notice to Keeper

4.1 Operators may send a notice to the registered keeper when a parking charge remains unpaid or where a Notice to Driver has not previously been issued.

4.2 When you write to a registered keeper, you must tell them you have obtained their details from the DVLA and explain your reasonable cause for doing so. You must also tell them of their right to complain to the Information Commissioner or the DVLA should they feel their data has been obtained or used inappropriately.

4.3 The Notice to the Keeper should;

(a) Be in writing.
(b) Specify the vehicle and the land on which it was parked and the period of parking to which the notice relates.
(c) Inform the keeper that the driver is required to pay parking charges in respect of the specified period of parking and the extent that the parking charges re main unpaid.
(d) State that a Notice to the Driver relating to the specified period of parking has been given.
(e) Describe the requirement to pay charges in respect of the specified period and detail those charges.
(f) Describe the circumstances in which the charges arose (including the means by which it was brought to the attention of the driver and other facts that made those charges payable).
(g) Explain the extent that the parking charges relating to the specified period remain unpaid and detail the total amount of the unpaid parking charges relating to that period.
(h) Specify the period of parking and the time of the issue of the Notice to Driver.
(i) Specify the amount remaining unpaid at the date of the issue of the Notice to Keeper.
(j) Inform the keeper of any discount offered for prompt payment and the arrangements for resolution of disputes or complaints available to the keeper.
(k) Advise the recipient of any procedures offered by the creditor for dealing informally with representations about the notice or any matter contained in it.
(l) Identify the creditor and explain how and to whom the payment should be made.
(m) Allow them the opportunity to identify the driver to you if it was not them.
(n) Relate only to a single period of parking (this does not prevent the giving of separate notices which each specify different parts of a single period of parking).
(o) Advise the recipient that if the charge remains unpaid you may take further action to recover the monies.

PART D

(p) Be given by;

1) Handing it to the keeper, or
2) Leaving it at his current address, or
3) Sending it by post to his current address.
4) Inform the driver that they may complain to you and if they are not satisfied with your response they may ask the IPC to review the complaint.

4.4 Such a notice should explain that the driver is liable for the charge and the nature of the charge and that it remains unpaid. You must allow them the opportunity to identify the driver to you if it was not them. They should be told that the opportunity to pay at the reduced rate no longer applies (if that is the case).

PART E

Schedule 1 - Signage

Entrance Signs

This schedule prescribes the signage characteristics you must try to adhere to. It is accepted there will be instances where the nature of the controlled land does not make strict compliance feasible. In such cases you are required to keep to the spirit of the guidance.

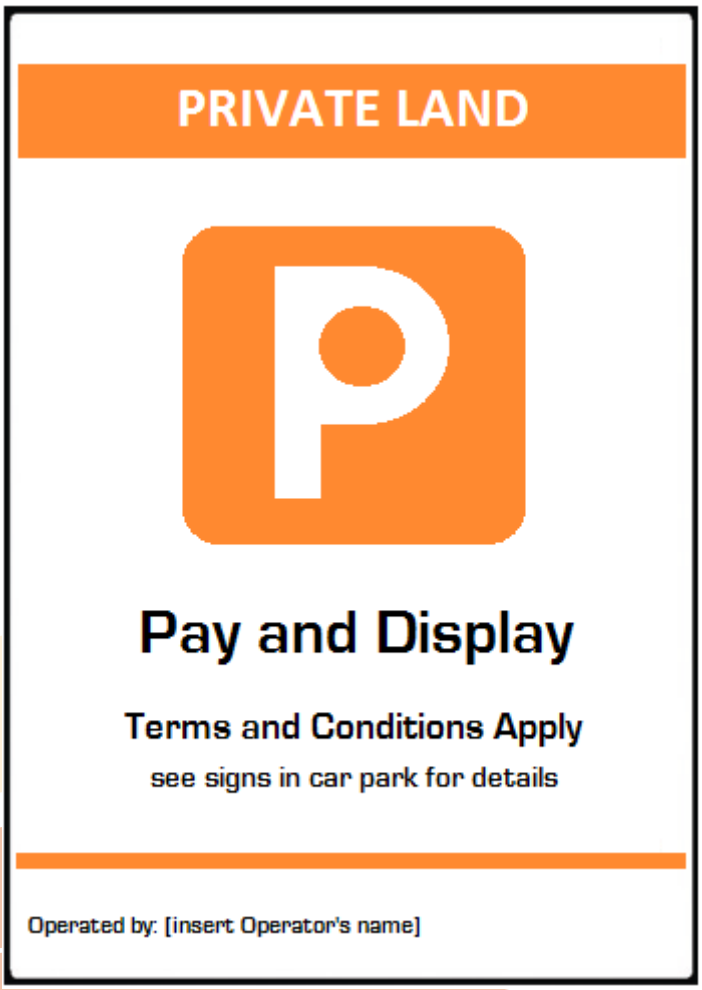
Where a site does not invite parking of any kind, the 'P' sign may be omitted.

Where a car park has a defined entrance, you may wish to display entrance signs that do not contain the full terms and conditions of parking.

Entrance Signs should:

a) Make it clear that the motorist is entering onto private land
b) Refer the motorist to the signs within the car park which display the full terms and conditions.
c) Identify yourself (where you are a limited company. This should be by reference to your full company name, your company number and the jurisdiction within which your company is registered).

Example:



PART E

Signs should , where practicable, be placed at the entrance to a site. Otherwise the signage within the site must be such as to be obvious to the motorist. The example above provides for an entrance sign befitting of a 'Pay and Display' operation. The precise wording on a sign is a matter for the Operator but such wording should not go on to explain the terms and conditions of parking unless ALL of the terms and conditions are then listed.

Text size

The size of text on a sign will be determined by a number of factors such as the position of it, to whom it is aimed and the information that it needs to convey. Text should be of such a size and in a font that can be easily read by a motorist having regard to the likely position of the motorist in relation to the sign.

Contrast and illumination

The colours used on signage should be such that the contrast between the background and the text makes the wording on the sign clearly legible. Black text on a white background or white text on a black background will provide a suitable contrast. Other colour combinations can be adopted at your discretion but you should avoid combinations which might cause difficulties for the visually impaired.

If parking enforcement takes place outside of daylight hours you should ensure that signs are illuminated or there is sufficient other lighting. You will need to ensure all signs are readable during the hours of enforcement as they form the legal basis of any charge.

Repeater Signs

You are required to provide a sufficient number of signs on each site commensurate with its size and other characteristics to ensure that any parking conditions are adequately brought to the attention of the motorist.

Signage Materials

Signs should be constructed from material that is sufficiently robust to withstand normal external conditions. Signs must be professionally made and not hand-written so it is immediately apparent to the motorist that they convey important information regarding the site upon which they are placed.

Other Signs

You must adequately display any signs intended to form the basis of contract between the creditor and the driver.

Such signs must;

1) Identify yourself as 'the Creditor';
2) Identify the amount of any charge and explain when it becomes payable;
3) Advise drivers that if a charge remains unpaid for a period of 28 days after issue then an application will be made for the Keeper's details from DVLA, or, that they may be requested immediately such that a notice may be served on the keeper by post;
4) Be clearly legible and placed in such a position (or positions) such that a driver of a vehicle is able to see them clearly upon entering the site or parking a vehicle within the site;
5) Have clear and intelligible wording and be designed such that it is clear to the reasonable driver that he is entering into a contract with the creditor or committing a trespass as the case may be;
6) Contain text appropriate to the position of the sign and the relative position of the person who it is aimed at.
7) Be of a colour scheme that provides good contrast between the background of the sign and the text upon it.

Changes in Operator's Terms and Conditions

Where there is any change to any pre-existing terms and conditions that would not be immediately apparent to a person visiting the site and which materially affects the motorist you should place additional (temporary) signage at the entrance making it clear that new terms and conditions/charges apply, such that regular visitors who may be familiar with the old terms do not inadvertently incur parking charges. This signage should be in addition to the signage ordinarily required and left in place for an appropriate period.

PART E

Schedule 2 - Compliance Monitoring

Complaints

Complaints against operators will be dealt with by the IPC.
The following minimum details will be recorded:

1. Date
2. Complainant
3. Operator
4. Site (if applicable)
5. Nature of complaint
6. Response from Operator
7. Action taken

Where a complaint results in sanction points being imposed and these points number 10 or more for a single instance, or if the accumulation of points on that occasion number 12 or more, the DVLA will be notified of the details of the complaint (or complaints in the case of an accumulation of points) and of any action taken by the IPC.

The IPC's Sanctions Scheme is to be used primarily as a mechanism for encouraging compliance. Minor matters may be dealt with by the IPC by way of sanction points which will be recorded against an Operator's compliance record. These points are designed to draw an Operator's attention to the fact that their operations are not to the required standard and to prompt remedial action by them.

Where there is a serious matter of non-compliance or a serious complaint or where an Operator accumulates 12 sanction points within any 12 month period the IPC suspend or terminate the Operator's membership or refer the matter to a Complaints Handler who will consider whether suspension or termination of the membership is appropriate whereupon the decision of the Complaint Handler will be binding on the IPC and the Operator.

Operators may avoid initial suspension where they accept fault and provide strong evidence to show the issues have been resolved.

The IPC is required to notify the DVLA immediately if a member is suspended or expelled.

The IPC may investigate any matter, of its own volition, or as a result of a complaint.

The IPC will investigate, at the DVLA's request, any complaint against its members regarding alleged breaches of the Code of Practice.

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Where issues of non-compliance are identified sanction points will be imposed in accordance with the following table;

Area of Non-Compliance	Sanction Points Available
Failing to Comply with IPC request	1-3
Use of terms that imply official authority on stationery/website	1-3
Minor failure to comply with Code of Practice	1-3
Serious failure to comply with Code of Practice	4-12
Misuse of Keeper Data	6-12
Using Predatory Tactics	6-12

A ‘serious’ breach of the Code occurs when a member’s actions are such that there is a material and wilful failure to adhere to the relevant statutory or legal requirements, or if an operator acts illegally.

A ‘minor’ breach of the Code occurs where there is an administrative or unintentional failure to adhere to the relevant statutory or legal requirements, or, if there is some other unintentional breach of the Code of Practice.

PART E

Schedule 3 –Guidance on Application of Sanctions for Non-compliance

IPC Guidance on Sanction points for non-compliance

Seriousness of the non-compliance (culpability and harm caused)
A. Identify the appropriate starting point

	Starting Point	Range
Failing to Comply with IPC request	2	1-3
Use of terms that imply official authority on stationery /signage/website	2	1-3
Minor failure to comply with Code of Practice	2	1-3
Serious failure to comply with Code of Practice	8	4-12
Misuse of Keeper Data	10	6-12
Using Predatory Tactics	10	6-12

Seriousness of the non-compliance (culpability and harm caused)
B. Consider the effect of any aggravating or mitigating factors
Common aggravating and mitigating factors are identified below. The list is not exhaustive and each case must be looked at on its own merits.

Factors indicating higher culpability	Factors indicating lower culpability
1. Intentional action 2. Predatory or misleading tactics used. 3. Breach over a long period of time or continued breach after notification of the same	1. Unintentional action 2. Brief indiscretion 3. Trivial or technical breach 4. Breach remedied promptly upon discovery
Factors indicating higher degree of harm	**Factors indicating lower degree of harm**
1. Personal Keeper's Data compromised or used or obtained inappropriately. 2. Breach affects several people.	1. Personal Keeper Data not compromised or used or obtained improperly. 2. Little or no loss to consumer or gain to operator.

PART E

Form a preliminary view of the appropriate number of sanction points

Consider a reduction of sanction points where operator has accepted culpability and/or shown that the issue has been rectified so as to prevent future issues of non-compliance

Consider operators history of compliance/non-compliance. Consider the need to increase the sanction points when previous non-compliance issues are similar to current issue.

Form final decision on sanction points for current issue of non-compliance.

Where current points are 12 or points imposed in the last 12 months for non-compliance issues the operator must be suspended from operating for a period unless they can prove that all issues of non-compliance have been corrected. Even where the issues have been corrected consideration must be given to a period of suspension taking into account the operator's previous non-compliance and willingness to comply in the future. It will only be in exceptional circumstances that an operator avoids suspension when they have accumulated 12 points on more than one occasion within 12 months.

PART E

Schedule 4 – Auditing

Audit focus will be on the lawfulness of members' operations and the security of driver details or Keeper Data. Audits may take place either by a physical attendance upon the member's offices (a 'physical audit') or sites or remotely (a 'remote audit'). You agree to the IPC carrying out an audit at least once per year and additionally where required.

The IPC audit criteria covers the following:

A) General Practices (insurance, data security etc.)
B) Signs
C) Sites

Once audited, the subject in question will be allocated a Red, Amber or Green status.

Red	indicates that the audit has been failed.
Amber	indicates that the audit has failed but that the member is subject to a probationary term which allows them an interim ability to continue to operate due to a previous ATA accreditation
Green	indicates that the audit has been passed.

Upon acceptance of an application for membership of the IPC's Accredited Operator Scheme, the Operator shall become a Probationary member. This probationary term shall last for a minimum term of 6 months during which time the IPC will audit the Operator's business practices. This term may be extended at the IPC's discretion.

During a probationary membership period the operator will be required to bring their operations up to the IPC's standards such that they meet the audit criteria as defined from time-to-time by us.

Under the terms of IPC membership, Full or Probationary Members may only apply for DVLA Keeper Data where the site upon which the parking charge concerned was imposed was subject to a Green audit status at that time (or Amber status in the case of an operator who was previously an accredited member of another ATA).

Notwithstanding the above; operators who were a member of a scheme provided by another ATA (which allowed them the ability to apply for keeper details from the DVLA) during the period which recently precedes their application for IPC AOS membership may carry on their existing practices, notwithstanding that they do not meet the IPC's strict audit criteria or that the site that they are operating upon does not have a Green audit status, during their probationary membership term. This is to allow them a reasonable period of time to make the necessary adjustments to their business practices without adverse effect upon them and to ensure a smooth transition to the IPC. At the expiry of the Probationary term, providing General Practices have passed the audit, the member will be granted Full membership.

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The audit regime is a continuous process. Once Full membership is achieved, the IPC will monitor the member's practices with reference to the ongoing performance. Where issues of non-compliance are identified we may alter the audit status of any feature of your membership as it relates to that area.

Upon applying to become a member of the AOS, applicants will be required to disclose any previous sanctions that may have been imposed against them by the DVLA or any other ATA and detail any involvement with any other parking organisation which may have had sanctions imposed against them. Members agree to the IPC making the necessary checks with other organisations in order to substantiate such information and to divulge the reason for any enquiry. Where appropriate, we may import any pre-existing sanctions into our scheme so that members do not benefit from transferring between ATA's.

If you cease to be a member of the IPC/AOS, then you consent to us providing your details and details of any sanctions within the last 12 months to the DVLA and/or any other ATA within the parking industry.

Audits (physical and remote) will also be undertaken on an ad hoc basis where persistent and significant issues of non-compliance arise and the IPC feel the need to undertake an audit to prevent future non-compliance. In deciding whether ad hoc audits are required the IPC will consider data from the IAS along with data recorded during the issuing of sanction points for non-compliance.

PART E

Audits: Core Criteria

General Practices, Signs and Sites will be audited against the following core criteria:

1. Compliance with the Code of Practice
2. Data security
3. The contractual or tortious foundation of charges issued
4. Compliance with the terms of applicable legislation

With reference to the core criteria, operators will be expected to produce satisfactory evidence of the following key areas:

	Key Areas	Applicable Core Criteria
A	Proof of registration as a data controller with the Information Commissioners Office.	1,2,4
B	Adequate safeguards to protect the details of data subjects including the secure methods of disposing of such data when it is no longer required.	1,2,4
C	Confirmation of appropriate indemnity insurance.	1,3
D	A list of all sites that are controlled by the operator.	1
E	Confirmation that the operator owns the site in question or evidence of a contract between themselves and the landowner establishing them as the 'Creditor' for the purposes of the Protection of Freedoms Act 2012.	1,3,4
F	A plan of each site with details of signage locations.	1,3,4
G	An image of each sign type that purports to form the basis of a charge in contract or trespass.	1,3,4
H	Samples of the 'Notice to Driver' document that is used by the operator.	1,3,4
I	Samples of any other notices that are issued to drivers or keepers in pursuance of any charge.	1,2,3,4
J	Samples of any standard form letters which are sent to drivers or keepers in pursuance of unpaid charges.	1,2,3,4
K	Details of internal appeals procedures.	1,2,3,4
L	If any charges imposed by the operator exceed the suggested maximum which from time to time is stipulated in Schedule 5, evidence as to how that sum was calculated.	1,3,4

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In addition to the above points, the IPC operates a database to record and demonstrate the following:

- Complaints which are upheld against its members
- Instances where non-compliance of the Code of Practice has been identified through the IAS appeals process
- The percentage amount of successful/unsuccessful appeals within a rolling 3 month period.
- Details of any sanction points awarded against a member
- Details of actions taken in response to non-compliance including DVLA notification where required.
- Details of outcomes of any physical audit which is undertaken by the IPC in accordance with the Code of Practice

Where an operator has more than 60% of their parking charges cancelled on appeal to the IAS within a rolling 3 month period, the IPC may investigate the operator and their practices to identify any recurring areas of non-compliance and will report to the parking operator on their findings. The IPC will usually endeavour to work with the operator in resolving any compliance issues. The IPC may, whether or not it assists in resolving issues with the operator, invoke compliance measures where appropriate.

Members are required to keep details of all complaints received and action taken as a result. This must be available upon request by the IPC for examination.

Investigative Monitoring Scheme

The Investigative Monitoring Scheme (IMS) allows authorised employees and agents of the IPC to masquerade as members of the public in order to monitor the practices of IPC members. This may be through the intentional acquisition of parking charge notices and will cover the entire process from ticket issue up to the point of litigation. It is a requirement of IPC membership that Operators act lawfully and professionally and this compliance tool is designed to encourage good practice and compliance.

Where the IMS is employed, the IPC is not required to inform the Operator in advance of incurring a charge or at all, but shall inform the operator if the matter reaches litigation at the point that a Letter Before Action is issued. Upon notifying the Operator that the charge was incurred by a person acting under the instruction of the IPC, the Operator shall cancel the parking charge and any associated costs relating to the recovery of the same.

The IPC will only employ the IMS where, in its sole opinion, it is necessary and proportionate to do so.

Any instance of non-compliance with the Code or any rule of law exposed by the use of the IMS may be subject to the Sanctions Scheme.

PART E

Schedule 5 – Parking Charges

Parking Charges (within the meaning of this Code) are not the same as the normal tariffs for parking on private land. Parking Charges arise in a number of different circumstances. When a motorist parks on private land that you control, you will have put in place terms and conditions by which motorists must abide if they wish to park on the land. If the motorist abides by the conditions they enjoy the normal tariff for parking and no Parking Charges are issued. You must put up sufficient signage to make clear what the terms and conditions are for parking on the land (see schedule 1). The signs must also provide motorists with information about what happens when a motorist chooses not to park in accordance with the normal conditions. You may provide that if motorists wish to park other than in accordance with your normal conditions they agree to pay a larger sum of money than the normal tariff. The signs should make clear that motorists are entering into an agreement to either pay the normal tariff and park in accordance with reasonable conditions or park otherwise than in accordance with your conditions and pay a higher sum, the Parking Charge. In this case the motorist has entered into a contract to pay the higher fee and that fee is the 'price' of parking.

Alternatively, you may make it a requirement that the motorist only uses the land in accordance with your contractual terms and conditions. You may make it clear on the signage that if the terms and conditions of the parking are complied with they are free to pay the normal tariff for parking (if one applies). However, if the motorist uses the land in breach of the terms and conditions they thereby agree to pay a fixed fee by way of damages to the operator.

Or, where your signs grant motorists a licence to enter and remain on your land in accordance with the terms and conditions of that licence, you may make it clear that if they act outside those terms and conditions you require them to pay you damages for their breach of the licence as they have been trespassing on your land.

All parking charges must have good legal foundation. You should offer financial incentives for prompt payment. It is suggested that a reduction of between 40% and 60% is appropriate where payment is made within 14 days of the issue of the Notice to Driver. Where a reduction is offered, this must be made clear within the Notice to Driver and/or Notice to Keeper document.

Parking charges must not exceed £100 unless agreed in advance with the IPC.
Where there is a prospect of additional charges, reference should be made to this where appropriate on the signage and/or other documentation.

Where a Parking Charge becomes overdue a reasonable sum may be added. This sum must not exceed £60 (inclusive of VAT where applicable) unless Court Proceedings have been initiated.

Before issuing court proceedings on any unpaid parking charge which is over 12 months old, the operator must first perform a suitable check of the defendant's last known address.

PART E

Schedule 6 – Independent Appeals Service

Independent Appeals Service (IAS).

The Independent Appeals Service is a service administered by the IPC which allows a person aggrieved by the issue of a Parking Charge Notice to have the matter adjudicated upon by an independent adjudicator. Whilst the IAS is administered by the IPC, the appeals process is provided at 'arm's length'. The IPC have no involvement or influence in appeals and are not able to become involved in issues relating to individual parking charges.
The Independent Appeals Service is approved by Government under the Alternative Dispute Resolution for Consumer Disputes (Competent Authorities and Information) Regulations 2015.

Further information can be found at www.theIAS.org.



International Parking Community