

The International Parking Community Code of Practice



Version 7 1st November 2019



Foreword

Welcome to the Seventh Edition of the International Parking Community's (IPC) Code of Practice for parking on private land.

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

- 1) Definitions of Car Park, Private Car Park and Controlled Land
- 2) Obligations for the motorist
- 3) Self-Ticketing
 - a. Registration of self-tickers
 - b. Registration of self-ticketing sites
- 4) Consideration Period
- 5) Use of Technology
- 6) Warning Notices
- 7) Recovery of Unpaid Tariff
 - a. Registering sites with the IPC
 - b. All sites require IPC approval
- 8) Complaints
 - a. MP response
- 9) Compliance Officer
 - a. Appointing a Compliance Officer
 - b. Requirements to self-report

The IPC is a DVLA Accredited Trade Association (ATA). The organisation was set up in October 2012 to provide greater clarity and improved standards for protecting the interests of landowners, car park operators and motorists alike, and to reduce the incidence of unfair parking practices and unlawful parking charges.

Members of The IPC who issue parking charges within the private parking sector are required to subscribe to the IPC's Accredited Operator Scheme (AOS) and adhere to this Code of Practice which defines the core standards necessary to ensure transparency and fairness.

Membership of the AOS enables operators to apply for vehicle keeper data from the DVLA when seeking to enforce parking charges issued on private land. Significantly, membership is dependent on completion of a detailed audit of all signage and standard documentation provided to motorists at every car park for which an operator is responsible. From the outset, this ensures operational legality and compliance with The IPC Code of Practice. This Code of Practice does not cover parking which is controlled or administered by local authorities.

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Definitions

For the purposes of this Code:

“ANPR”, which means Automatic Number Plate Recognition, is a technology that uses specialist cameras, software and image processing to capture Vehicle registration plates and convert the registration plate images into data is used for effective parking management;

“AOS” means Accredited Operator Scheme;

“ATA”, which means Accredited Trade Association, is an organisation accredited by the DVLA;

“Car Park” means land ordinarily used for parking vehicles where any member of the public is invited to park their Vehicle, whether for free or for a paid fee. It does not include a Private Car Park (see definition below);

“Code” means this Code of Practice;

“Complaint” means a grievance about the conduct or process of an Operator. It may or may not relate to a specific Parking Charge;

“Compliance Officer” means a designated person assigned to oversee all aspects of Compliance with the Code;

“Consideration Period” means an opportunity for a Motorist to read the terms and conditions applicable to the use of the Private Land;

“Controlled Land” means land other than a Car Park or Private Car Park which is controlled by the imposition of terms and conditions relating to parking or stopping a vehicle;

“Creditor” or “Operator” means a legal person who is for the time being entitled to recover an unpaid Parking Charge from the Driver of the Vehicle;

“Driver” includes, where more than one person is engaged in the driving of the Vehicle, any person so engaged (meaning given by paragraph 2 of Schedule 4 to the POFA);

“DVLA” means Driver and Vehicle Licensing Agency;

“Grace Period” means a 10 minute period at the end of a Permitted Period of Parking;

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

“ICO” means the Information Commissioners’ Office;

“Independent Appeal” means a request by a Motorist for the Parking Charge to be cancelled by one of the independent adjudicators;

“Internal Appeal” means any written communication to an Operator to cancel the Parking Charge for whatever reason;

“IPC”, which means International Parking Community.

“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 POFA;

“Landowner” means an owner or occupier of the land;

“Motorist” means Drivers, Keepers and other Vehicle users on Private Land;

“Notice to Driver” means a notice informing a Driver of a Parking Charge which is placed on the Windscreen of a Vehicle;

“Notice to Hirer” means a notice informing the hirer of a Parking Charge which is due;

“Notice to Keeper” means a notice informing a Keeper of a Vehicle of a Parking Charge which is due;

“Notices” means Notice to Driver, Notice to Keeper and Notice to Hirer;

“Parking Attendant” means a person acting on behalf of the Operator to issue a Parking Charge. This does not include the person issuing a ticket in cases of ‘self-ticketing’. Other duties of a Parking Attendant may include, for instance, directing traffic, collecting the Tariff for parking, advising Motorists and cleaning the car park;

“Parking Charge” has the meaning given by paragraph 2 of Schedule 4 to the POFA – (a) in the case of a relevant obligation arising under the terms of a relevant contract, means a sum in the nature of a fee or charge, and (b) in the case of a relevant

obligation arising as a result of a trespass or other tort, means a sum in the nature of damages, however the sum in question is described;

“Parking Charge Notice” means any document which informs a Driver, Keeper or Hirer of a Parking Charge which is due from them under a relevant contract or obligation;

“Parking Event” means a single period of a Vehicle being stationary otherwise than in the normal course of driving;

“Permitted Period of Parking” means a period where all terms and conditions of parking are complied with;

“Personal Data” has the same meaning as given by The General Data Protection Regulation (EU) 2016/679 (“GDPR”);

“POFA” means The Protection of Freedoms Act 2012;

“Private Car Park” means land ordinarily used for parking Vehicles where only specific people and/or Vehicles are permitted;

“Private Land” includes Car Parks, Private Car Parks and Controlled Land;

“Reasonable Cause”, in relation to requesting Registered Keeper details, has the meaning given by regulation 27(1)(e) of the Road Vehicles (Registration and Licencing) Regulations 2002;

“Registered Keeper”, in relation to a registered Vehicle, means the person in whose name the Vehicle is registered;

“Self-ticketer” means a person not employed by an Operator to issue a Parking Charge or record evidence of a Parking Event on behalf of an Operator;

“Self-ticketing” means a process where a landowner or other person acting on behalf of the landowner / occupier issues a Parking Charge or records evidence of a Parking Event on behalf of the Operator;

“Tariff” means the fee paid by the Motorist to use the parking space not a charge for breach of the terms and conditions;

“Third Party” means a person (other than an employee of the Creditor/Operator) who is acting on behalf of the Creditor/Operator;

“Vehicle” means a mechanically-propelled Vehicle or a Vehicle designed or adapted for towing by a mechanically-propelled Vehicle (meaning given by paragraph 2 of Schedule 4 to the POFA);

“Warning Notice” is a notice informing a Motorist that they have parked in a manner where a Parking Charge was due but will not be pursued;

“Windscreen” of a car or other vehicle is the glass window at the front through which the driver looks;

Introduction

To the general public, parking on private land is almost always associated with the operation and management of car parks.

Parking on private land covers many more situations than just privately-owned car parks. It relates to all privately-owned land which includes:

- Disabled bays
- No Parking areas
- Privately owned roads leading up to airports
- Residential parking areas
- Lawn and garden areas
- Verges
- Office car parks
- Electric charge bays

As well as causing a major inconvenience for private landowners, unsolicited parking is a potential hazard for road users and pedestrians, especially on private land adjacent to public amenities and schools.

Parking enforcement to uphold the rights of landowners is commonplace nowadays. Many landowners would rather their land was respected by those not invited upon it, but many are forced to engage the services of a private parking management company as a measure to protect their land from unsolicited parking.

Finding the correct balance between the contrasting needs of landowners, private parking management companies and motorists is no easy task, especially when considering the ever-growing number of private motor vehicles on UK roads.

A Department for Transport (DfT) study from March 2018 revealed that there were 37.9 million vehicles licensed to drive on roads in the UK - 82.7% were motor cars and 10.4% were light goods vehicles. The DfT also reported that over 327 billion miles were driven by vehicles on UK roads in 2018.

Parking is a motoring certainty: every motor vehicle journey begins and ends with a parking event, with potentially many other parking stops in between. The RAC Foundation estimates that the average car in the UK is parked for 96% of the time. The fact that there are 37.9 million licensed vehicles in the UK parked for 96% of the time, offers an insight into the operational challenges facing the UK parking industry across both the private and local authority sectors.

Based on the above statistics, it is amazing to think that of the 37.9 million licensed vehicles in the UK, 36.4 million of them are occupying a parking space at any one time. It is against this statistical backdrop that we need to understand the complex dynamics of the UK parking industry. In order to ensure that land is managed effectively and fairly it is important that we consider the rights of all concerned to obtain the correct balance. Regardless of whether parking is invited or prohibited, it all starts with land and the landowner. The relationship between parking and landownership covers a range of possibilities from private individuals who have purchased land for their own use to a large multinational business or pension fund who have obtained land with the main aim of it providing a return for their shareholders. In either case, it's a valuable commodity and parking control is necessary to protect such an investment

This is where private parking management companies play such a vital role because of their expertise and because they will probably be better equipped to manage land than the landowner themselves.

It is impossible to know with certainty how many of the 327.1 billion miles driven on UK roads (in 2017) resulted in a car being parked on private land at some point. However, it must be fair to conclude the number will be substantial as the likelihood is that every vehicle spends at least some of its life on private land that is not owned by the driver. Given its scale, it is impossible to imagine a single person within the UK who is not affected, in some way shape or form, by the private parking industry.

History shows that few topics can incite such strong emotions as parking. We all remember the time when wheel clamping was a common enforcement technique for landowners to protect their land from 'fly parking'.

Clamping had a chequered past and it is understandable why the government stepped in to ban the practice under the Protection of Freedoms Act 2012 (PoFA). However, when used correctly it was a strong and simple protection for a landowner to prevent the misuse from motorists who ignored requests not to park on their land. The abolition of clamping was a significant reduction in the practical ability of landowners to protect their land.

Of course, there must always be a balance between giving rights to one individual over another and these issues must be considered within the context of everyday life.

In practical terms, a landowner is now left with a diluted ability to protect their land. Where a motorist ignores signage that prohibits parking, or if they refuse to follow reasonable conditions if parking is permitted, a landowner has little protection without having to resort to expensive court action.

While abolishing clamping, PoFA created a legal liability, in certain circumstances, for the keeper of a vehicle to be responsible for parking charges even where they were not the driver of the vehicle at the time it was parked on private land.

Keeper liability could be enforced by accessing DVLA vehicle records to enforce a parking charge, provided a parking operator belongs to a DVLA Accredited Trade Association (ATA) and abides by the ATA's Code of Practice.

The RAC Foundation reported that the number of data requests made to the DVLA by private parking companies has risen over time from: 272,000 requests in 2006-2007, 1.57 million in 2011-2012 and increasing to 5.65 million requests in 2017-2018.

Initial observations might suggest an increase in the number of requests to the DVLA means an automatic increase in the number of parking charges being issued. This is a too simplistic analysis: we also need to consider the impact of the abolition of clamping.

Until the end of 2012 it is likely that most vehicles were not given a parking charge, instead they were clamped or towed away. The cost to the motorist on each occasion would have been significantly higher than the maximum amount of a parking charge - now £100 reduced to £60 if paid within 14 days. As a result, motorists who were clamped were unlikely to undertake the same behaviour again, so the problem for the landowner (with that individual motorist at least) was largely resolved.

The introduction of PoFA also formalised the process of sending a notice to the keeper of the vehicle by post, instead of placing the first notice on the windscreen. Where notices are not placed on the windscreen it automatically results in an increase in DVLA requests without there being an increase in the number of parking charges issued. Naturally, had notices been placed on the window there would be a large proportion which would not result in a DVLA enquiry being made as some motorists would pay or appeal the parking charge alleviating the need for any involvement with the DVLA. It is a natural consequence of this shift in the enforcement process that would lead to an increase in the number of requests to the DVLA.

It is important to note that the annual number of DVLA requests is likely to be skewed. A sizeable number of all requests to the DVLA do not result in a private company being provided with the details of an individual. In such cases, many are re-submitted 3-6 months later. These duplicate requests are represented in the figures reported by the RAC Foundation. While they have been counted twice, they often still do not result in a parking charge being issued as there are no details of the registered keeper provided.

There are a number of factors which need to be borne in mind when reading alarmist publications from some quarters. A higher number of DVLA requests is not necessarily indicative of a broken system. Instead, it reflects a more consumer friendly environment where a ticket replaces a wheel clamp with more and more cars on the road and in a system where operators are sometimes forced to apply twice for a single person's details. While the numbers might appear to increase, they are only a reflection of societal and technological influences. It can be argued that the parking industry is all the better for it, at least it is for the majority that play by the rules.

Those who do conform often enjoy free and forgettable parking events that are heavily outshone by the more interesting parts of their daily activities, especially when they abide by the terms and conditions on parking signage.

Most right-thinking people would accept that parking and parking enforcement is a necessity. Some, however, do not. Instead they choose to boycott the regime often finding increasingly inventive ways to challenge the system. Some vocal minorities appear to want to make it their life's work to find some other parking utopia. But for the most part, the status *quo* works and can strike that crucial balance between protecting valuable assets and allowing motoring freedom.

It is important to remember that companies managing parking on private land provide a significant contribution to the economy both directly and indirectly. Not only do the provision of car parks help local high streets at a time when many retailers are struggling but there are also many people directly or indirectly employed within the private parking industry. From parking attendants and appeals processing staff to dedicated IT specialists, the parking industry directly employs a wide range of personnel with equally diverse skill sets, creating jobs and feeding directly into the UK economy. Not so obvious, but probably just as significant are the economic ripples that flow out of the industry by the outsourcing of some specialised skills like printing or website development. It is unthinkable to imagine the chaos which would ensue if the private parking industry were to change in a way which left landowners unable to provide parking facilities or protect other pieces of private land.

Moving beyond the people and companies involved in the private parking industry, we must learn from past mistakes and adapt the present to make the future better for all concerned. It is impossible to achieve perfection, but we must continue to strive to get as close to it as we can. The new version of the Code of Practice shows yet another step forward for the industry.

The inclusion of Motorists' Obligations in the new Code of Practice looks to inform motorists about their rights, obligations and legal position when parking on private land. With increased education of motorists the industry can build public confidence

and ensure that genuine motorists who wish to act reasonably and within the law are able to avoid receiving parking charge unnecessarily.

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 members agree to abide by the Code and comply with the Independent Appeals Service. Operators must be fully appraised of the Code.
- 2.2** Failure to abide by the Code may result in the IPC taking disciplinary action against a member in accordance with Schedule 5, 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** Operators must 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.

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 members responsibility to ensure they adhere to all relevant legal provisions and the IPC assumes no responsibility for unlawful or illegal acts of its members and they agree to indemnify the IPC as to the same.
- 3.2** By being an IPC member, Operators agree to indemnify us against all claims arising from 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.

Obligations for the Motorist

It is important that motorists understand that parking on private land is not an automatic right. Landowners can manage their land in such a way that protects their rights. This ranges from inviting parking for a tariff or free of charge to provide easy parking access to help a retailer attract customers. This also extends to a landowner's right to prohibit parking.

All car parking is provided at a cost to the landowner. These costs can include the maintenance of the land, along with the cost of equipment and technology to monitor the land. Landowners may also need to pay for insurance and business rates.

There are also likely to be significant associated costs when vehicles park on land for which they are not suited. This can result in damage to kerbs, lawns or garden areas.

The following is a non-exhaustive list of the factors that landowners should consider when they invite motorists to park on their land:

- Customer access
- Access for emergency vehicles
- Disabled parking bays
- Safe pedestrian walkways
- The effect of parking on traffic flows
- The purpose of the land

The IPC Code of Practice cannot impose any legal obligations on motorists. However, we have added these obligations to help inform motorists about their legal duties, as they relate to parking on private land, in a friendly simple way.

We are trying to be as helpful as possible by providing motorists with as much information as possible regarding their obligations. Ultimately, we don't want to see motorists receive a parking charge.

4 Vehicle Registration

4.1 Motorists (Registered Keepers of a Vehicle) have a legal obligation to register the Vehicle with the DVLA at their current address. If the Motorist moves home, they are required to update this information at the DVLA.

4.2 If a Motorist sells a Vehicle, there is a legal obligation for them to inform the DVLA of the new Keepers name and address; it is not the responsibility of the person purchasing the Vehicle.

5 Motorists Using Private Land

5.1 Motorists are required to read Terms and Conditions when they enter the Land at the earliest opportunity.

5.2 If the Motorist remains on the Land they must abide by the Terms and Conditions, which may include:

- 5.2.1** Maximum stay 2 hours, no return within 4 hours;
- 5.2.2** Park within the confines of a single marked parking bay;
- 5.2.3** Display a valid parking permit within the Windscreen;
- 5.2.4** Display a valid pay and display ticket for the duration of your stay;
- 5.2.5** Have a valid pay by phone period for the duration of your stay;
- 5.2.6** Enter the full and correct Vehicle registration number when making payment;
- 5.2.7** Free parking whilst remaining on site;
- 5.2.8** NO PARKING;
- 5.2.9** NO STOPPING;

(The list is non-exhaustive and for illustrative purposes only.)

5.3 If the Motorist does not want to abide by the Terms and Conditions stipulated, they must immediately leave the site. Failure to abide by the terms and conditions may result in the Motorist incurring a Parking Charge.

5.4 Where a system is in place to allow a Motorist to fulfil their obligations under the specific terms and conditions (see examples below) which is not working the Motorist must contact the Operator via the details available on the signage to notify them of the problem and follow the instructions given or immediately leave the Car Park. A Motorist must not simply park and leave their Vehicle.

Example 1

If a payment or registration machine is faulty a Motorist should retry the machine, if possible, or look for an alternative machine to use. If another machine is not available, then a Motorist should look for alternative methods of making payment or registering such as pay by phone or paying/registering over the internet. If there are no alternative methods available and a Motorist still wishes to park, then the Motorist should contact the Operator to seek further instructions, contact details will be located on signage throughout the Car Park. If the Motorist is unable to obtain instructions from the Operator they should reread the signage to check to see if there are instructions informing the Motorist what to do if payment or registration is not able to be made. If the

signage states that a Motorist must leave if they are unable to make payment or register then they must immediately leave the Car Park. If the Motorist remains on the Car Park they may be liable for a Parking Charge.

If the signage states that in the event of being unable to pay or register that the Motorist must not park their Vehicle, and the Motorist decides to remain on the Car Park, a Parking Charge may be issued.

If the signage does not state the Motorist should not park in the event of being unable to pay the Motorist will need evidence to appeal the Charge, should one be issued. The Motorist should obtain as much evidence as reasonably possible to show the fault of the system and their inability to make payment or register. Evidence could be photographs of the machine not working or other appropriate information. The Motorist should place a note visible through the Windscreen of the Vehicle to inform the Parking Attendant of the problems with the system.

6 Motorists with Disabled Blue Badge

- 6.1** Disabled Motorists with a valid Blue Badge must read the relevant Blue Badge Scheme Rights and Responsibilities Guide which will have been provided with when the Blue Badge was obtained.
- 6.2** Blue Badge Holders should be aware that there are no statutory concessions for Blue Badge holders on private land. The badge is intended for on-street parking only. Off-street Car Parks, such as those provided in local authority, hospital or supermarket Car Parks are governed by separate rules and are not covered by the scheme.
- 6.3** Some operators may choose to voluntarily provide concessions to Blue Badge holders This should be clear when reading the Terms and Conditions.
- 6.4** Where the Operator does provide concessions for Blue Badge Holders the Motorist must ensure that they comply with the requirements of the Blue Badge Scheme and must not use the Blue Badge fraudulently.

7 Motorist Receiving a Parking Charge

- 7.1** A breach of the Terms and Conditions may result in a Motorist being issued with a Parking Charge. The Motorist will be notified in writing either at the time of the event with a notice on the Windscreen, or soon after the event with the Registered Keeper being notified in the post.

7.2 If a Motorist receives a notice affixed to the Windscreen or in the post and they think it has been correctly issued they should:

- 7.2.1** Accept and pay the Parking Charge. A discounted fee is available for payment received within 14 days of the ticket being issued. If the charge remains unpaid after 28 days, it may increase by up to a further £60 and could result in enforcement through the Courts with additional costs being awarded.

7.3 If a Motorist receives a notice affixed to the Windscreen and they think it has been incorrectly issued they should:

- 7.3.1** Obtain evidence – keep the pay and display ticket or the parking permit and compile photographic evidence which supports their case.
- 7.3.2** Follow the appeals procedure on the Notice.
- 7.3.3** Identify themselves as the Driver.
- 7.3.4** Provide their name and address.
- 7.3.5** Produce their evidence.
- 7.3.6** If the operator rejects the appeal and the Motorist still wishes to contest they should appeal to the Independent Appeals Service by following the process set out by the operator when they rejected the appeal. If the Motorist appeals to the independent adjudicator they may lose their ability to pay at the reduced rate.

7.4 If a Motorist receives a postal notification, and they think it has been incorrectly issued they should:

- 7.4.1** If they are not the Driver:

- 7.4.1.1** Identify the Driver by providing the operator with the name and address of the person driving the Vehicle at the time of the Parking Event. Details of how to do this will be on the notice.

- 7.4.2** If they were the Driver:

- 7.4.2.1** Obtain evidence – keep the pay and display ticket or the parking permit and compile photographic evidence which supports your case.
 - 7.4.2.2** Follow the appeals procedure on the notice.
 - 7.4.2.3** Appeal to the operator.
 - 7.4.2.4** Identify themselves as the Driver.
 - 7.4.2.5** Provide their name and address.
 - 7.4.2.6** Produce their evidence.
 - 7.4.2.7** Keep the parking operator informed about any changes of address whilst the charge is in dispute.

- 7.4.2.8** If the operator rejects the appeal and the Motorist still wishes to contest they should appeal to the Independent Appeals Service by following the process set out by the operator when they rejected the appeal. If the Motorist appeals to the independent adjudicator they may lose their ability to pay at the reduced rate.
- 7.5** Not dealing with the charge within the timescales allowed can cause Motorists to lose any discounted rates applicable.
- 7.6** Not dealing with the charge can lead to enforcement of the debt and ultimately action through the Courts to recover it.

Obligations for Organisations Managing Land

Requirements for the Conduct of Private Parking Management

8 Signs

- 8.1** The Operator must have clear signage located on the Private Land to confirm the Terms and Conditions in place.
- 8.2** Signs must conform to the requirements as set out in Schedule 1.

9 Easy and Accessible Methods of Payment

- 9.1** Where parking is invited upon payment from the Motorist, Operators must have clear instructions to the Motorist regarding the payment method and payment should be accessible to the Motorists.
- 9.2** On a large Car Park, it may be appropriate to have more than one payment method.

10 Disabled Access

- 10.1** Operators have a duty to make “reasonable adjustments” to assist disabled people to use any services they provide. It is incumbent on Operators to determine what is necessary on their individual sites.
- 10.2** Where the Operator is responsible for the physical environment of the site it is incumbent on Operators to determine what adjustments are necessary on each of those individual sites.
- 10.3** Adjustments may include lowered pay and display meters, lowered signage and wider parking bays marked specifically for disabled Motorists.

11 Sub-Contractors

- 11.1** Operators may use sub-contractors in order to carry out duties on their behalf. Sub-contractors are the Operator’s responsibility and any issue of non-compliance by them will be treated as non-compliance by the Operator.
- 11.2** Operators should have appropriate processes in place to ensure sub-contractors are aware of their obligations under the Code.

12 Self-ticketing

- 12.1** Self-ticketing practices are considered the same as sub-contractors. If an Operator enforces Parking Charges issued by a Self Ticketer they are responsible for ensuring the Self-Ticketer acts in accordance with the Code.
- 12.2** Self-ticketers must be registered with the IPC before they are able to issue a Parking Charge or obtain keeper data pertaining to a Parking Event for which a Parking Charge is issued.

- 12.3** Operators must either install signage themselves or attend the Controlled Land after signage is installed before a Parking Charge can be issued by a Self-ticketer, unless the IPC is notified and agrees in advance attendance is not required.

13 Consideration and Grace Periods on Private Land

- 13.1** Motorists must be allowed a sufficient Consideration Period so they may make an informed decision as to whether or not to enter or remain on the Private Land. If a Motorist chooses to reject the opportunity by entering or remaining on the Private Land without reading terms and conditions, they may be deemed to have accepted them immediately.
- 13.2** Before a Parking Charge is issued Motorists must be allowed a Grace Period save and except when 13.3 is applicable. A Grace Period is a 10 minute period at the end of a Permitted Period of Parking.
- 13.3** A Grace Period is not required when the Permitted Period of 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.

14 Equipment, Technology and Systems

- 14.1** Parking on Private Land is increasingly managed using various forms of technology and equipment.
- 14.2** Operators may use these systems but where they do, operators must ensure that they are fit for purpose and maintained to a reasonable standard
- 14.3** Operators may use technology to manage, control and enforce parking, as long as this is done in a consistent and transparent manner.
- 14.4** Any equipment used on Private Land must be kept in good working order.
- 14.5** Where CCTV and/or ANPR technology is used appropriate checks must be carried out to ensure Parking Charges are only issued where there is Reasonable Cause to believe a Parking Charge is due before issuing a Postal Notification. Operators must keep a record identifying the individual who completed the quality check.

15 Parking Charges

- 15.1** 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.
- 15.2** A reduction of a minimum of 40% must be offered where payment is made within 14 days
- 15.2.1** of the issue of the Notice to Driver where a notice is issued at the time of the Parking Event, or

15.2.2 of the issue of the Notice to Keeper and/or Notice to Hirer where the first notice is sent through the post.

- 15.3** Where a Parking Charge becomes overdue a reasonable sum may be added. This sum must not exceed £60 unless Court Proceedings have been initiated.
- 15.4** 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 calendar 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.
- 15.5** Parking Charges may only be pursued in accordance with Schedule 2.
- 15.6** Where a Parking Charge is issued the Operator must keep a record of the person responsible for gathering the evidence of the Parking Event and/or issuing the Parking Charge.

16 Notices

- 16.1** Where a Parking Charge is issued Notices must comply with the applicable requirements as set out in Schedule 3.
- 16.2** Where an unpaid Tariff is pursued Notices must comply with the applicable requirements set out in Schedule 3.

17 Warning Notices

- 17.1** Where a Vehicle parks in a manner where they are liable for a Parking Charge, Operators may issue a Warning Notice. The decision to issue a Warning Notice is discretionary and no Motorist is entitled to receive a Warning Notice in any circumstance.
- 17.2** A Warning Notice may be placed upon a Vehicle or issued to a person responsible for the Vehicle at the time of the Parking Event.
- 17.3** Where a Warning Notice is not placed on the Windscreen at the time of the Parking Event a Notice may be sent to the Registered Keeper in the post.
- 17.4** Where Registered Keeper details are obtained to allow the issue of a Warning Notice they must be deleted once the purpose of issuing the Notice is achieved.
- 17.5** Where a Warning Notice is issued it must not make reference to any previous Parking Event other than the one for which it is issued.
- 17.6** Where a Warning Notice is to be issued to the Registered Keeper it must be done so within 28 days.

18 Recovery of Unpaid Tariff

- 18.1** Operators may choose to pursue the unpaid Tariff instead of issuing a Parking Charge.
- 18.2** All notices must comply with Schedule 3.
- 18.3** In order to pursue an unpaid Tariff, the Operator must have brought the Tariff to the attention of the Motorist by clear signage. Signage must be in accordance with Schedule 1.
- 18.4** Where the Operator pursues an unpaid Tariff they **MUST** ensure no Parking Charge is pursued for the same Parking Period.
- 18.5** Prior to pursuing an unpaid Tariff Operators must have the site audited in accordance with Schedule 5 for the specific purpose of recovering unpaid Tariffs.

19 Internal Appeals

- 19.1** Where a Parking Charge is issued or Unpaid Tariff is pursued Operators must provide Motorists with an Internal Appeals procedure. As a minimum, Operators must:
 - 19.1.1** Inform Motorists of the Internal Appeals procedures when they issue a Parking Charge of Notice of Unpaid Tariff.
 - 19.1.2** Identify the appeals procedure including the manner in which appeals can be made, to whom they should be made, and the timeframe for lodging an appeal.
 - 19.1.3** Allow a minimum of 21 days from imposition for the Motorist to lodge an appeal with you and make representations.
 - 19.1.4** Respond to appeals within 28 days. Where a decision on the appeal is not concluded within 28 days the Operator must acknowledge the appeal and confirm the timeframe for concluding it.
 - 19.1.5** Consider appeals which are received outside of the normal period usually allowed for lodging an appeal where there are exceptional circumstances for the appeal not being lodged within the normal time frames.
 - 19.1.6** Offer the reduced rate of payment for a further 14 days from the date of rejection of the appeal where the original appeal is received within the timeframe for making payment at the reduced rate.
- 19.2** Where Operators accept payment of a charge they do not need to offer, or continue to offer the ability to appeal, providing they have advised the Motorist (or person paying) they will no longer have the ability to appeal.
- 19.3** Operators must not require the Motorist to submit a stamped-addressed envelope as a pre-requisite for an appeal.

20 Independent Appeals Service (IAS)

- 20.1** If an Internal Appeal is unsuccessful, Operators must notify the appellant, at the same time the appeal is rejected, that they have the right to further appeal to the IAS. Operators must allow Motorists a further 21 days to pay the Parking Charge or to exercise this right of appeal. During this period, Operators must not add on any additional fees for non-payment.
- 20.2** Operators 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.
- 20.3** Operators must accept the IAS's decision as it binds them.
- 20.4** Operators must not require payment of a Parking Charge or Unpaid Tariff whilst an Independent Appeal is being considered by the IAS.
- 20.5** It is for Operators to decide whether a discounted rate of payment should be allowed after an unsuccessful Independent Appeal to the IAS.
- 20.6** Where Operators accept payment of a charge they do not need to offer, or continue to offer the ability to appeal, providing they have advised the Motorist (or person paying) they will no longer have the ability to appeal
- 20.7** If an Independent Appeal to the IAS is rejected then Operators must allow a minimum of 14 days before they commence (or recommence) any debt recovery action, this includes adding any additional fees.

21 Complaints Handling

- 21.1** Operators must have an internal Complaints procedure which complies with Schedule 4.
- 21.2** Details regarding the Complaints register can be found in Schedule 4.

22 Debt and Debt Collection

- 22.1** Operators must take reasonable steps to ensure that the Motorist's details are still correct if 12 months have passed from the Parking Event before issuing court proceedings.
- 22.2** Operators cannot sell the Parking Charge to a third-party company.

23 Authority to Operate on the Land.

- 23.1** If an Operator is issuing Parking Charges on land which is not owned by them, they must have written permission from the Landowner to operate on the Private Land.
- 23.2** An example of this can be found in Appendices.

24 Insurance

- 24.1** Operators must ensure that they have the required level of public liability insurance. If they operate within the private sector, the minimum level of cover is £5m of public liability insurance.
- 24.2** If an Operator has employees, then they are required to have the appropriate Employer's Liability Insurance. The minimum level of cover is £10m.
- 24.3** If an Operator requests Keeper Data electronically from the DVLA, they must have the appropriate level of insurance. The minimum required by the IPC is at least £1m of Professional Indemnity and Cyber Liability Insurance for any one claim.

25 Legal and Additional Obligations

- 25.1** The Code complements the relevant legislation and related guidance, which will define the overall standard of conduct for all Operators. Operators must be aware of their legal obligations and implement the relevant legislation and guidance when operating their businesses.

Examples of relevant law and guidance within this sector are:

- a) Consumer Protection Law;
 - b) Contract Law;
 - c) The Data Protection Act / The General Data Protection Regulation (EU) 2016/679;
 - d) Equalities Act 2010;
 - e) Occupier's liability both in statute and tort;
 - f) Parking (Code of Practice) Act 2019;
 - g) Protection of Freedoms Act 2012, including Schedule 4;
 - h) Tort of trespass.
- 25.2** Operators must be registered with the ICO for all of their activities where Personal Data is processed.
- 25.3** Operators must not state or imply you have and Government or regulatory powers if they do not.
- 25.4** Operators 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, where the purpose is for that third-party company to pursue the debt on behalf of the Operator.
- 25.5** Operators should have regard to the Surveillance Camera Code of Practice when using surveillance cameras.

26 Compliance with the Code

- 26.1** Operators must comply with The Code and with any requests from the IPC. Failure to do so may result in the allocation of sanction points.
- 26.2** Serious breaches of The Code may result in suspension/expulsion from the IPC.
- 26.3** Guidance on Application of Sanctions for Non-compliance is set out in Schedule 4 of The Code.

27 Professional Standards

- 27.1** Operators must ensure that all their operatives, servants or agents always maintain a professional standard of behaviour when carrying out their duties and comply with the rule of law at all times.
- 27.2** Operators must ensure that Parking Attendants have completed appropriate training, which must be regularly refreshed.
- 27.3** Operators must not use predatory or misleading tactics to lure Drivers into incurring Parking Charges.

28 Incentive Schemes

- 28.1** Operators may use incentive schemes to motivate staff and improve productivity. However, operators must not use an incentive scheme which focuses solely on the volume of Parking Charges issued.
- 28.2** To avoid simply encouraging the issue of a high volume of Parking Charges, operators should employ schemes which encourage a high standard of work.
- 28.3** 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-tickers) issue Parking Charges fraudulently.

29 Byelaws

- 29.1** Operators should establish whether any land upon which they operate is subject to any relevant Byelaws.
- 29.2** Where land is subject to Byelaws Operators must ensure that their practices are in accordance with them or, alternatively, that they operate a scheme that is not prohibited by them.

30 Operators Making Keeper Enquiries

- 30.1** Operators must only apply for Registered Keeper details when they have Reasonable Cause to do so.
- 30.2** Where Operators obtain registered keeper details from the DVLA they must only be used for the specific purpose for which they were provided by the DVLA.

- 30.2.1** Specifically, Operators must not use details obtained for a Parking Charge relating to one Period of Parking to pursue a further Parking Charge relating to a different Period of Parking.
- 30.3** Operators must not apply for Registered Keeper details on behalf of a third party company or an individual who is not a member of an ATA.
- 30.4** Operators must apply for Registered Keeper details as soon as is reasonably practicable and, in any event, not more than 6 months after the Period of Parking
- 30.5** Operators applying to the DVLA for keeper details must inform them of their membership with the IPC and provide any information required of them in order to process the application.
- 30.6** Where operators make electronic enquiries for Vehicle Keeper Data from the DVLA, they should do so in accordance with any guidance published by the DVLA. It is important to note that the guidance advises the operator that photographic evidence is the best form of evidence in the event of challenge by a Motorist. Where, for any reason, photographic evidence is not held, such an enquiry should be made through the DVLA's manual application process.

31 Commencement

- 31.1** The provisions of the Code come into force on 1st November 2019.

Schedule 1 – Signage

This schedule prescribes the signage characteristics Operators should adhere to. It is accepted there will be instances where the nature of the Private Land does not make strict compliance feasible. In such cases Operators are required to keep to the spirit of the guidance.

Text Size

The size of the text on the sign must be appropriate for the location of the sign and should be clearly readable 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. For example, 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 the Operators discretion, but the Operator should avoid combinations which are difficult to read.

If parking enforcement takes place outside of daylight hours you should ensure that signs are illuminated or there is sufficient other lighting. Appropriate illumination can be achieved in a variety of ways for example:

1. ensuring sufficient ambient lighting;
2. using reflective material on signage;
3. positioning signs where headlights are likely to illuminate them.

Signage Materials

Signs should be constructed from material that is sufficiently robust to withstand normal external conditions. Signs must be fixed in place and must be immediately apparent to the Motorist that they convey important information regarding the Private Land upon which they are placed.

Entrance Signs

Where a Car Park has a defined entrance, Operators should display entrance signs an example is below.

PAY AND DISPLAY



TERMS AND CONDITIONS APPLY
See signs in car park for details

PRIVATE LAND

Operated By (insert Operators name)

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.

Signs should, where practicable, be placed at the entrance to a Car Park. Otherwise the signage within the Car Park must be such as to be obvious to the Motorist.

Signs at the entrance to Controlled Land or Private Car Parks should not infer an invitation to park.

Signs Displaying Terms and Conditions

The Operator must adequately display any signs intended to form the basis of contract between the Creditor and the Motorist.

Such signs must (in addition to the requirements above):

- a. be in sufficient number so that they are clearly visible to Motorists on the Controlled Land;
- b. inform the Motorist of all the Terms and Conditions applicable to the use of Vehicles on the Controlled Land;
- c. identify yourself as 'the Creditor';
- d. identify the amount of any charge and explain when it becomes payable;
- e. advise Motorists 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;

Additional Signage

Signage which is neither an entrance sign or a sign displaying all the terms and conditions must not contradict the terms applicable to Motorists or be misleading.

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 Car Park and which materially affects the Motorist the Operator should place additional (temporary) notices 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.

Notices should be in addition to the signage ordinarily required and left in place for an appropriate period.

Schedule 2 – Recovery of Parking Charges

In all cases Parking Charges and additional fees added when a Parking Charge is unpaid must comply with para 15 of the Code. In addition the Parking Charge must:

- not be pursued where a valid appeal has been lodged until the Motorist has been informed of the outcome of their appeal.

Where a Notice to Driver is issued an Operator may serve a Notice to Keeper on the Registered Keeper of the Vehicle if the Parking Charge remains unpaid after 28 days and the Operator does not know, nor has reasonable grounds to believe they do not know, the name and serviceable address of the driver.

Where a Parking Charge remains unpaid 28 days after a Notice to Keeper has been served, further correspondence may be sent to the Motorist to pursue the unpaid Parking Charge. Where Parking Charges are pursued against the keeper of the vehicle using the liability created by Schedule 4 of POFA the operator must ensure compliance with all relevant sections.

Schedule 3 – Notices

Notice to Driver, Notice to Keeper and Notice to Hirer

Requirements for all Notices

All Notices must:

1. not state or imply that they have any government or regulatory powers if this is not the case;
2. not imply they 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';
3. comply with the requirements set out below in this Schedule, where applicable.

Notice to Driver – To be issued at the time of the Parking Event

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;
- (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.

See Appendix 2, for example, Notice to Driver.

The Notice to Keeper - Postal Notification following Notice to Driver

The Notice to 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 the driver and current address for service of the driver then the creditor will have the right to recover from the keeper any unpaid charges, where applicable;
- (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;
 - 2) leaving it at a current address, or;
 - 3) sending it by post to a current address for service.
- (q) be given to or served on the Keeper as soon as is reasonably practicable after day 29. from 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.

See Appendix 3, for example, Notice to Keeper – where a Notice to Driver has been given.

Notice to Hirer where a Notice to Driver was issued

The 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 them;
- (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 has 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;
- (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;
 - 2) leaving it at a current for service, or;
 - 3) sending it by post to a current address for service.

See Appendix 4, for example, Notice to Hirer – where a Notice to Driver has been given.

Notice to Keeper – Postal Notification where no Notice to Driver was issued

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 the 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, where applicable;
- (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 to;
- (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;
- 2) leaving it at a current for service, or;
- 3) sending it by post to a current address for service.

(m) Be given to or served on the Keeper as soon as is reasonably practicable after the Parking Event.

(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.

See Appendix 5, for example, Notice to Keeper – where no Notice to Driver has been given.

Notice to Hirer where no Notice to Driver was issued

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 them.
- (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 has 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;
- (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;
 - 2) leaving it at a current for service, or;
 - 3) sending it by post to a current address for service.

See Appendix 6, for example, Notice to Hirer – where no Notice to Driver has been given.

Schedule 4 – Compliance and Complaints

Operators Internal Complaints Procedure

All Operators must have an internal Complaints register to record all written complaints. Operators 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 the situation does not recur (where the complaint has merit).

Operators must provide the Motorist with information regarding their internal Complaints procedures at the time of providing them with a Notice to Driver/Keeper/Hirer.

If a Motorist isn't happy with the way that a Complaint has been handled, Operators must refer them to the IPC.

Operators must acknowledge to the Complainant all complaints within 10 working days and conclude complaints within 20 working days. Where there are exceptional circumstances for not concluding the complaint within 20 working days operators must write to the complainant and explain why the matter is not concluded and when it will be. Operators must write to the complainant when the complaint is concluded.

Operators must maintain a register showing the last 24 months of complaints.

Complaints from Members of Parliament

In addition to the requirements above. Where a complaint is received from an MP the operator must, upon resolution of the complaint, refer the MP to the MP portal on the IPC website. The following statement must be included in any response to an MP:

"We are members of the International Parking Community (IPC) Accredited Operator Scheme (AOS). The IPC is a DVLA Accredited Trade Association (ATA) and has a Code of Practice and an Independent Appeals Service (IAS) that allows a Motorist access to an independent adjudication process on the lawfulness of Parking Charges issued by their members. An important condition of being an AOS member is that operators must adhere to The Code."

If you are not content with the response, we have provided you with, you can refer this to the IPC who will investigate and provide you with a response. To make this process as simple as possible the IPC has created a communication portal on their website <https://theipc.info/login> for you to use. They have created a username for all members of Parliament. Your username will be your email address. An email will have been sent with your login details. There is an option for you to reset your password if you are unable to login. If you have any issues, please contact the IPC via email on mp.enquiries@theipc.info.

Complaints to the IPC

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

- a. date
- b. complainant
- c. operator (if applicable)
- d. site (if applicable)
- e. nature of complaint
- f. response from Operator
- g. action Taken

The Operator must respond to the IPC within the timescales set out by IPC for each individual Complaint.

The Operator must provide the IPC with any information they request.

The IPC will respond to the complainant within 7 days of receiving the Complaint. The IPC will conclude Complaints and inform the Complainant and the Operator of the outcome within 28 days of receiving the Complaint. Where the Complaint cannot be resolved within 28 days the IPC will inform the complainant and the Operator of the timescale the matter will be concluded.

Sanction Scheme

The IPC will run a Sanction Scheme which is to be used primarily as a mechanism for encouraging compliance. Minor matters may be dealt with without recourse to the Sanction Scheme. However, where appropriate the Sanction Scheme will be invoked, and sanctions issued.

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.

Where issues of non-compliance are identified sanction points may be imposed. Sanctions open to the IPC are not be limited to the imposition of sanction points, suspension or expulsion. The IPC may utilise any form of sanction which it feels is appropriate for the circumstances of each individual case. It includes, and is not limited to, suspending any sanction with conditions which must be complied with.

Where sanction points are 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 sanction(s) and of any action taken by the IPC.

Where there is a serious matter of non-compliance or where an Operator accumulates 12 sanction points within any 12-month period the IPC may suspend or terminate the Operator's membership.

Any sanctions imposed will be recorded against an Operator. These sanctions 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.

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

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

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 Code, statutory or legal requirements, or if an operator acts illegally.

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 stationary /signage/website	2	1-3
Minor failure to comply with The Code	2	1-3
Serious Failure to comply with The Code	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 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	Factors indicating lower culpability 1. Unintentional action 2. Brief indiscretion 3. Trivial or technical breach 4. Breach remedied promptly upon discovery
Factors indicating a higher degree of harm 1. Personal Keeper's Data compromised or used or obtained inappropriately. 2. Breach affects several people.	Factors indicating a lower degree of harm 1. Personal Keeper Data not compromised or used or obtained improperly. 2. Little or no loss to consumer or gain to operator.

Form a preliminary view of the appropriate number of sanction points.

Consider a reduction of sanction points where the 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 the current issue.

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

Where current points are 12 or points imposed in the last 12 months for noncompliance 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.

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 ATAs.

Compliance Officer and Self-Reporting Breaches of the Code

All operators must have a designated Compliance Officer who is responsible for ensuring compliance with the Code. This person must be registered with the IPC and provide information upon request by the IPC.

Operators must have an internal process for reporting breaches of the Code to the Compliance Officer.

All operators must report all material breaches of the Code to the IPC via their online portal within 3 working days of becoming aware of the breach. Serious breaches should be notified within 1 working day of becoming aware of it.

A material breach is a breach which is likely to result in risk to an individual, the Operator, the industry or the IPC.

A serious breach is a breach which is likely to result in sanction points under the Sanction Scheme.

Where the Compliance Officer decides not to report a breach, either because they decide it is not a material or serious breach, they must document the reason for the decision.

Schedule 5 – Auditing

All Operators must comply with the IPC audit process. Before any Operator is able to access DVLA data for the first time they will pass through a thorough and stringent auditing process. 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').

The IPC audit criteria will cover the following:

A) General Practices (such as insurance, data security)

The IPC check that Operators have the correct levels of insurance to be able to comply with The Code. The IPC also ensure they have policies in place to maintain compliance with the Code.

B) Signs

The IPC will audit signage to ensure that the Terms and Conditions are suitable to form the basis of a contract and to make certain that they are clear, concise, unambiguous and not misleading.

C) Controlled Land

All Controlled Land that an Operator enforces Parking Charges on will be audited. The audit will include details of whether self-ticketing or recovery of unpaid Tariff is in operation on the land. The IPC will establish that sufficient signage is visible throughout the area so that Motorists are informed about the Terms and Conditions applicable to the land. The IPC will also ensure that Operators have permission from the Landowner to operate an enforcement scheme on the land. An example of a Landowner Agreement template is in Appendix 1.

D) Notices

The IPC will audit all initial Notices that an Operator would send to either a Driver, Registered Keeper or Hirer for either a Windscreen or Postal Notification.

E) Complaints

The IPC will check that Operators have an internal complaint register.

F) Self-Ticketers

The IPC will keep a register of all Self-ticketers which will include the Controlled Land they are permitted to operate on.

Only when the IPC is satisfied that an operator has met the relevant criteria will they be allowed to access DVLA data. The audit process will be ongoing.

Operators must not:

- issue Parking Charges on Controlled Land that hasn't been audited by the IPC,
- use a Notice to Driver, Notice to Keeper, Notice to Hirer or Notice of Unpaid Parking Tariff,
- allow a Self-ticketer to operate before they have been added to the register of Self-ticketers.

which has not been successfully audited by the IPC.

Where Membership of Other Similar Scheme to the IPC AOS was Held Prior to IPC AOS Membership

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. 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 the Operator has passed the full audit, the member will be granted full membership.

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. The IPC will carry out an annual office audit.

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.

Schedule 6 – Independent Appeals Service

As an additional safeguard to the motorist, The IPC administers the Independent Appeals Service (IAS). The IAS 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 parking charge having regard to the applicable legal provisions.

Adjudicators are not accountable to either The IPC or the operator for their appeal decisions and they have no vested interest in the outcome of the appeal. Motorists who use an operator's internal appeals processes and have their appeal rejected may, thereafter, use the Independent Appeals Service (IAS) Standard Appeals service, free of charge.

The protocol of the IAS is not a replication of the civil courts' process and the normal rules of evidence do not apply. The IAS 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.

Whilst the IAS is administered by the IPC, the appeals process is provided at 'arm's length'. The IPC has 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.

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Appendix 1

Example Land Owner Agreement

Definitions

Landowner means (Insert landowner details) (The Landowner is deemed so if they are the legal occupier of the Land).

Operator means (Insert operator details).

Land means (insert description and address of the land)

Description of land - _____

Address of land - _____

The ATA means The International Parking Community.

The Code means The IPC Code of Practice.

The Conditions of Parking means the parking restrictions set out for the Land as indicated by the signage located throughout the car park.

Purpose

The purpose of this document is as follows:

1. to confirm the Landowner appoints the Operator to manage the Land.
2. to confirm the Landowner has been properly informed and considered the issues relating to management of the Land when appointing the Operator.
3. to confirm the identity of the Landowner.
4. to confirm that the Landowner has been provided with a copy of The Code and is aware of the obligations of all parties under said Code.
5. to confirm the Landowner gives the Operator full authority to pursue any Parking Charges issued on the land as the Creditor.

This document is not intended to create any legal relationship between the Land Owner and the Operator. Any relationship, contractual or otherwise, is a confidential issue between the Landowner and the Operator.

This document should be considered conclusive evidence that the Operator has the appropriate authority to manage the Land in the absence of compelling evidence to the contrary. This document will not be disclosed to Motorists but will form part of the checks undertaken by the ATA when accrediting the Operator.

Appointment of the Operator

The Landowner confirms they appoint the Operator to manage the Land in accordance with the Conditions of Parking.

The Landowner attests that they have been provided with a copy of The Code and understand the most recent version can be viewed [here](#).

The Landowner confirms they understand the Operator must act in accordance with The Code when managing the land.

In consideration of the above, The Landowner has directed the Operator to manage the Land.

The Landowner confirms that they have considered with the Operator:

- the needs of the users of the Land,
- the reputational damage that can be caused,
- the Equality Act 2010,
- ATA requirements,
- statutory obligations,
- the Landowners involvement in the process,
- the Parties right to terminate the agreement.

(Insert operator) is appointed to manage the land from (insert date contract begins).

Signed by or on behalf of the Landowner_____

(By signing the person signing confirms they are the legal occupier of the land or authorised on behalf of the legal occupier.)

Name_____Date_____

Signed on behalf of the Operator_____Date_____

Appendix 2

Example Notice to Driver

~ADVICE NOTE~

This is a Parking Charge issued on Private Land.

Payment of this charge may be pursued by the operator through legal means, including the courts, which may result in you incurring additional costs if unpaid.

You can appeal against the charge by writing to the car-park operator. If you are not satisfied with the outcome, you can make a further appeal to the Independent Appeals Service (IAS). Details are given elsewhere on the notice.

The car-park operator has agreed to adhere to an ATA Code of Practice

Free and independent advice is available from your local Citizens Advice Bureau or by calling the Citizens Advice Consumer Advice helpline on 08454 04 05 06.

PARKING CHARGE NOTICE (PCN)

VEHICLE REGISTRATION:

MAKE/MODEL:

COLOUR:

DATE OF ISSUE OF PCN:

TIME OF ISSUE OF PCN:

SITE ADDRESS:

Company Name (Company Number

Address

Contact Number

AMOUNT of PARKING CHARGE: (£100)

This Parking Charge Notice has been issued to the driver of the vehicle to which it is affixed as, at the time of issue, it was:

(Insert Reason for the issue of the parking charge)

Notice of the charge having been clearly displayed on the signage in and around the Site. The period of parking to which this charge relates is the period immediately preceding the 'Time of Issue' above.

Payment is now due to [insert full Company name], being the Creditor and entitled to recover the same.

Payment

The driver is liable to pay the sum of £100. However, if payment is received within 14 days of this notice then a reduced amount of £60 will be accepted in full and final settlement.

Payment shall be made to the Creditor at the address specified in this notice by using one of the following payment methods:

- By debit/credit card or by calling: (insert details)
- By Cheque/Postal Order made payable to: (insert details)
- Online at: (insert details)

You are advised to send postal payments by recorded delivery. All payments must be accompanied by the PCN number and the Vehicle Registration Number.

Payments received which are not accompanied by this information will be cashed but the creditor will be unable to allocate the payment to the correct PCN. The Parking Charge Notice will therefore remain unpaid and enforcement action will be taken. This will result in additional costs being incurred.

Failure to pay this charge may result in enforcement action which could include County Court proceedings, and which may incur additional costs.

Appeals

If you wish to dispute liability for this Parking Charge, then you may appeal in writing to the Creditor named above. Appeals must be received within 21 days beginning with the day after that on which this notice is given. You must provide your full name and address, the vehicle registration number and the Parking Reference at the top of this Notice and your full reasons for contesting liability otherwise your appeal will not be processed.

Appeal decisions should be provided within 28 days. In the event that your appeal is unsuccessful then we will provide you with the appropriate details enabling you to lodge an appeal to the Independent Appeals Service. Details of the appeals procedure can be found at www.theIAS.org.

The Independent Appeals Service (www.theIAS.org) provides an Alternative Dispute Resolution scheme for disputes of this type. We will engage with the IAS Standard Appeals Service providing you comply with our internal appeals procedure as detailed herein and that thereafter you lodge an appeal to the IAS within 21 days of rejection.

If you do appeal and do not hear from us within 28 days then please contact us, do not assume that your appeal has been successful.

Complaints

Please note: If you wish to challenge the validity of this charge then you must use the appeals procedure detailed above. Other issues can be dealt with under the complaint's procedure.

If you wish to complain, you **MUST** complain to us directly in the first instance by writing to us at the address at the top of this letter. If you are not satisfied with our response, then you may refer your complaint to the IPC. Further details can be found at www.theIPC.info.

Registered Keeper Details and Data Processing

Data Processing

We have obtained your personal details including the vehicle registration number and, In the event, that payment is not made in full within 28 days of issue of this PCN, the vehicle's keeper details may be requested from DVLA and a notice may be sent to the registered keeper. Where enforcement action is necessary, your details may be passed on to debt recovery companies and/or solicitors for the purpose of pursuing the outstanding charges. If enforcement action is necessary, then there may be additional charges added to the outstanding amount.

We comply with the DVLA requirements on data release and only retain/process information for the purposes for which it was obtained and in accordance with data protection laws.

Data Protection Officer – dataprotection@parkingoperator.com

For more information please view our Privacy Notice by visiting www.parkingoperator.com

Appendix 3

Example Notice to Keeper – Where Notice to Driver Issued (where PoFA liability is not sought the statutory warning must be removed)

~ADVICE NOTE~

This is a Parking Charge issued on Private Land.

Payment of this charge may be pursued by the operator through legal means, including the courts, which may result in you incurring additional costs if unpaid.

You can appeal against the charge by writing to the car-park operator. If you are not satisfied with the outcome, you can make a further appeal to the Independent Appeals Service (IAS). Details are given elsewhere on the notice.

The car-park operator has agreed to adhere to an ATA Code of Practice

Free and independent advice is available from your local Citizens Advice Bureau or by calling the Citizens Advice Consumer Advice helpline on 08454 04 05 06.

PARKING CHARGE – NOTICE TO KEEPER

Name of Keeper

Address of Registered Keeper

From: **Company Name (full)**

Address

(The Creditor)

Date of Sending: **(insert date)**

Payment Phone Line:

Parking Charge Details

Amount of Charge: £

Amount Paid: £

Balance Due: £

Parking Charge Reference:

(please quote on all correspondence)

Vehicle Registration number

Vehicle make/model:

Name and address of Site:

Parking Charge

Date of Issue:

Time of Issue:

Reason for issue:

The driver of the above vehicle is liable for a Parking Charge in the above amount which, at the date of this notice, remains unpaid in full and for which the Balance Due remains outstanding.

A Parking Charge Notice (Notice to Driver) was affixed to the windscreen of the vehicle at the Time of Issue. This charge relates to the period of parking that immediately preceded the issue of that Notice, the charge having been incurred for the reason as stated above and liability for the same having been brought to the attention of the driver by clear signage in and around the Site at the time of parking.

We, the above-named company, are the creditor. At the time of this notice, we do not know both the name of the driver and a current address for service for the driver and as the registered keeper of the vehicle.

YOU ARE NOW INVITED TO

(i) Pay the unpaid Parking Charge; **or**

(ii) If you were not the driver of the vehicle, to notify us (in writing using the form attached) of the name of the driver and a current address for service for the driver AND pass this Notice on to the driver.

Please be warned: that if, after the period of 28 days beginning with the day after that on which the Notice is given (i) the amount of the unpaid Parking Charge specified in this Notice has not been paid in full, and (ii) we do not know both the name of the driver and a current address for service for the driver, we have the right to recover from you, so much of that Parking Charge as remains unpaid.

Payment

Payment shall be made to the Creditor at the address specified in this notice by using one of the following payment methods:

- By debit/credit card or by calling: (insert details)
- By Cheque/Postal Order made payable to: (insert details)
- Online at: (insert details)

You are advised to send postal payments by recorded delivery. All payments must be accompanied by the PCN number and the Vehicle Registration Number.

Payments received which are not accompanied by this information will be cashed but the creditor will be unable to allocate the payment to the correct PCN. The Parking Charge Notice will therefore remain unpaid and enforcement action will be taken. This will result in additional costs being incurred.

Failure to pay this charge may result in enforcement action which could include County Court proceedings, and which may incur additional costs.

Appeals

At the time that the charge was incurred, a Notice to Driver was affixed to the vehicle. This offered the driver the ability to appeal within 21 days from its imposition. This opportunity has now lapsed and we regret the ability to appeal against this charge is no longer available. If you consider there to be exceptional circumstances as to why you should be allowed to appeal outside of this period then you should send your reasons to us, in writing, at the above address.

If we do consider your appeal and it is rejected, then you may appeal to the Independent Appeals Service. Details will be provided with the appeal rejection.

The Independent Appeals Service (www.theIAS.org) provides an Alternative Dispute Resolution scheme for disputes of this type. We may engage with the IAS Non-Standard Appeals Service at our discretion should a dispute arise over this charge in the future.

Complaints

Please note: If you wish to challenge the validity of this charge then you must use the appeals procedure detailed above. Other issues can be dealt with under the complaint's procedure.

If you wish to complain, you MUST complain to us directly in the first instance by writing to us at the address at the top of this letter. If you are not satisfied with our response, then you may refer your complaint to the IPC. Further details can be found at www.theIPC.info.

Registered Keeper Details and Data Processing

Please note that we have obtained the name and address of the registered keeper of the vehicle from the DVLA for the purposes of enforcing this unpaid charge. Such information has been provided in accordance with the Road Vehicles (Registration and Licensing) Regulations 2002.

Data Protection Officer – dataprotection@parkingoperator.com

If you consider that such information has been used or obtained inappropriately you may complain to the DVLA (www.gov.uk/contact-the-dvla) or the Information Commissioner (www.ico.org.uk).

For more information please view our Privacy Notice by visiting www.parkingoperator.com/privacy-notice

Phone Number xxxxxxxxxxxxxxxxx

Payment/Driver Identification Form

Parking Charge Details

Date and Time of Issue:

Vehicle Registration:

Amount Due:

Reference Number:

I, (Name of Keeper) of (Address of Keeper)

A) Enclose payment in the sum of (Total Amount) in respect of the above Parking Charge

OR

B) Declare that the driver of the vehicle during the period of parking to which this Parking Charge relates was:

NAME: _____

ADDRESS: _____

And I confirm that the 'Notice to Keeper' which accompanied this form has been passed to them

Statement of Truth

The information that I have provided is true to the best of my knowledge and belief and I provide this information knowing that if it is tendered into evidence, I shall be liable to prosecution if I have wilfully stated which I know to be false or do not believe to be true.

Signature:

Date:

Print Name:

Please return this form to:

(Company Name)

(Company Address)

Appendix 4

Example Notice to Hirer following Notice to Driver (can only be issued where liability under PoFA is sought)

~ADVICE NOTE~

This is a Parking Charge issued on Private Land.

Payment of this charge may be pursued by the operator through legal means, including the courts, which may result in you incurring additional costs if unpaid.

You can appeal against the charge by writing to the car-park operator. If you are not satisfied with the outcome, you can make a further appeal to the Independent Appeals Service (IAS). Details are given elsewhere on the notice.

The car-park operator has agreed to adhere to an ATA Code of Practice

Free and independent advice is available from your local Citizens Advice Bureau or by calling the Citizens Advice Consumer Advice helpline on 08454 04 05 06.

PARKING CHARGE – NOTICE TO KEEPER

Name of Hirer

Address of Hirer

From: **Company Name (full)**

Address

(The Creditor)

Date of Sending: **(insert date)**

Payment Phone Line:

Parking Charge Details

Amount of Charge: £

Amount Paid: £

Balance Due: £

Parking Charge Reference:

(please quote on all correspondence)

Vehicle Registration number

Vehicle make/model:

Name and address of Site:

Parking Charge

Date of Issue:

Time of Issue:

Reason for issue:

The driver of the above vehicle is liable for a Parking Charge in the above amount which, at the date of this Notice, remains unpaid in full and for which the Balance Due remains outstanding.

Payment is now required in the sum of **£100**. Any offer to pay a reduced sum has now expired.

A Notice to Keeper has previously been served on the registered keeper of the vehicle containing full details of the charge.

We, the Creditor, have been advised that you were the hirer of the vehicle at the time that the parking charge was incurred and that you are liable for payment of the same. Enclosed with this Notice are the following copy documents:

- Statement signed by the vehicle hire firm that the vehicle was on hire to you under a hire agreement
- Hire Agreement
- Statement of Liability (if not included with the above documents)
- Notice to Keeper served on the Hire Company

Please be warned: that if, after the period of 21 days beginning with the day after that on which this Notice is given the amount of the unpaid Parking Charge referred to in the Notice to Keeper has not been paid in full, the creditor has the right to recover from you, as much of that Parking Charge as remains unpaid, by virtue of para 14, schedule 4, of the Protection of Freedoms Act 2012.

Payment

Payment shall be made to the Creditor at the address specified in this notice by using one of the following payment methods:

- By debit/credit card or by calling: (insert details)
- By Cheque/Postal Order made payable to: (insert details)
- Online at: (insert details)

You are advised to send postal payments by recorded delivery. All payments must be accompanied by the PCN number and the Vehicle Registration Number.

Payments received which are not accompanied by this information will be cashed but the creditor will be unable to allocate the payment to the correct PCN. The Parking Charge Notice will therefore remain unpaid and enforcement action will be taken. This will result in additional costs being incurred.

Failure to pay this charge may result in enforcement action which could include County Court proceedings, and which may incur additional costs.

Appeals

At the time that the charge was incurred, a Notice to Driver was affixed to the vehicle. This offered the driver the ability to appeal within 21 days from its imposition. This opportunity has now lapsed and we regret the ability to appeal against this charge is no longer available. If you consider there to be exceptional circumstances as to why you should be allowed to appeal outside of this period then you should send your reasons to us, in writing, at the above address.

If we do consider your appeal and it is rejected, then you may appeal to the Independent Appeals Service. Details will be provided with the appeal rejection.

The Independent Appeals Service (www.theIAS.org) provides an Alternative Dispute Resolution scheme for disputes of this type. We may engage with the IAS Non-Standard Appeals Service at our discretion should a dispute arise over this charge in the future.

Complaints

Please note: If you wish to challenge the validity of this charge then you must use the appeals procedure detailed above. Other issues can be dealt with under the complaint's procedure.

If you wish to complain, you MUST complain to us directly in the first instance by writing to us at the address at the top of this letter. If you are not satisfied with our response, then you may refer your complaint to the IPC. Further details can be found at www.theIPC.info.

Registered Keeper Details and Data Processing

Please note that we have obtained the name and address of the registered keeper of the vehicle from the DVLA for the purposes of enforcing this unpaid charge. Such information has been provided in accordance with the Road Vehicles (Registration and Licensing) Regulations 2002.

Data Protection Officer – dataprotection@parkingoperator.com

If you consider that such information has been used or obtained inappropriately you may complain to the DVLA (www.gov.uk/contact-the-dvla) or the Information Commissioner (www.ico.org.uk).

For more information please view our Privacy Notice by visiting www.parkingoperator.com

Phone Number xxxxxxxxxxxxxxxxxxxx

Appendix 5

Example Notice to Keeper – Where no Notice to Driver Issued previously issued (where PoFA liability is not sought the statutory warning must be removed)

~ADVICE NOTE~

This is a Parking Charge issued on Private Land.

Payment of this charge may be pursued by the operator through legal means, including the courts, which may result in you incurring additional costs if unpaid.

You can appeal against the charge by writing to the car-park operator. If you are not satisfied with the outcome, you can make a further appeal to the Independent Appeals Service (IAS). Details are given elsewhere on the notice.

The car-park operator has agreed to adhere to an ATA Code of Practice

Free and independent advice is available from your local Citizens Advice Bureau or by calling the Citizens Advice Consumer Advice helpline on 08454 04 05 06.

PARKING CHARGE – NOTICE TO KEEPER

Name of Keeper

Address of Registered Keeper

From: **Company Name (full)**

Address

(The Creditor)

Date of Sending: **(insert date)**

Payment Phone Line:

Parking Charge Details

Amount of Charge: £

Amount Paid: £

Balance Due: £

Parking Charge Reference:

(please quote on all correspondence)

Vehicle Registration number

Vehicle make/model:

Name and address of Site:

Period of Parking:

From: **(Date and Time of entry)**

To: **(Date and Time of Exit)**

Reason for issue:

The driver of the above vehicle is liable for a Parking Charge in the above amount which, at the date of this notice, remains unpaid in full and for which the Balance Due remains outstanding.

This charge relates to the period of parking specified above, the charge having been incurred for the reason stated and liability for the same having been brought to the attention of the driver by clear signage in and around the Site at the time of parking.

Payment is now required in the sum of £100. However, if payment is received within 14 days of this notice then a reduced amount of £60 will be accepted in full and final settlement.

YOU ARE NOW INVITED TO

(i) Pay the unpaid Parking Charge; **or**

(ii) If you were not the driver of the vehicle, to notify us (in writing using the form attached) of the name of the driver and a current address for service for the driver AND pass this Notice on to the driver.

Please be warned: that if, after the period of 28 days beginning with the day after that on which the Notice is given (i) the amount of the unpaid Parking Charge specified in this Notice has not been paid in full, and (ii) we do not know both the name of the driver and a current address for service for the driver, we will have the right to recover from you, so much of that Parking Charge as remains unpaid.

This notice is deemed to have been given to you on the second working day after the Date of Sending above.

Payment

Payment shall be made to the Creditor at the address specified in this notice by using one of the following payment methods:

- By debit/credit card or by calling: (insert details)
- By Cheque/Postal Order made payable to: (insert details)
- Online at: (insert details)

You are advised to send postal payments by recorded delivery. All payments must be accompanied by the PCN number and the Vehicle Registration Number.

Payments received which are not accompanied by this information will be cashed but the creditor will be unable to allocate the payment to the correct PCN. The Parking Charge Notice will therefore remain unpaid and enforcement action will be taken. This will result in additional costs being incurred.

Failure to pay this charge may result in enforcement action which could include County Court proceedings, and which may incur additional costs.

Appeals

In the event that you wish to dispute liability for this Parking Charge, within 21 days (beginning with the day after that on which this notice is given, please provide your full name and address, vehicle registration number and the Parking Reference at the top of this Notice providing your full reasons.

Appeal decisions should be provided within 28 days. In the event that your appeal is unsuccessful then we will provide you with the appropriate details enabling you to lodge an appeal to the Independent Appeals Service. Details of the appeal procedure can be found at www.theIAS.org.

The Independent Appeals Service (www.theIAS.org) provides an Alternative Dispute Resolution scheme for disputes of this type. We will engage with the IAS Standard Appeals Service providing you comply with our internal appeals procedure as detailed herein and that thereafter you lodge an appeal to the IAS within 21 days of rejection. If you do appeal and do not hear from us within 28 days then please contact us, do not assume that your appeal has been successful.

Complaints

Please note: If you wish to challenge the validity of this charge then you must use the appeals procedure detailed above. Other issues can be dealt with under the complaint's procedure.

If you wish to complain, you MUST complain to us directly in the first instance by writing to us at the address at the top of this letter. If you are not satisfied with our response, then you may refer your complaint to the IPC. Further details can be found at www.theIPC.info.

Registered Keeper Details and Data Processing

Please note that we have obtained the name and address of the registered keeper of the vehicle from the DVLA for the purposes of enforcing this unpaid charge. Such information has been provided in accordance with the Road Vehicles (Registration and Licensing) Regulations 2002.

Data Protection Officer – dataprotection@parkingoperator.com

If you consider that such information has been used or obtained inappropriately you may complain to the DVLA (www.gov.uk/contact-the-dvla) or the Information Commissioner (www.ico.org.uk).

For more information please view our Privacy Notice by visiting www.parkingoperator.com/privacy-notice

Phone Number xxxxxxxxxxxxxxxxx

Payment/Driver Identification Form

Parking Charge Details

Date and Time of Issue:

Vehicle Registration:

Amount Due:

Reference Number:

I, (Name of Keeper) of (Address of Keeper)

A) Enclose payment in the sum of (Total Amount) in respect of the above Parking Charge

OR

B) Declare that the driver of the vehicle during the period of parking to which this Parking Charge relates was:

NAME: _____

ADDRESS: _____

And I confirm that the 'Notice to Keeper' which accompanied this form has been passed to them

Statement of Truth

The information that I have provided is true to the best of my knowledge and belief and I provide this information knowing that if it is tendered into evidence, I shall be liable to prosecution if I have wilfully stated which I know to be false or do not believe to be true.

Signature:

Date:

Print Name:

Please return this form to:

(Company Name)

(Company Address)

Appendix 6

Example Notice to Hirer where no Notice to Driver issued (can only be issued where liability under PoFA is sought)

~ADVICE NOTE~

This is a Parking Charge issued on Private Land.

Payment of this charge may be pursued by the operator through legal means, including the courts, which may result in you incurring additional costs if unpaid.

You can appeal against the charge by writing to the car-park operator. If you are not satisfied with the outcome, you can make a further appeal to the Independent Appeals Service (IAS). Details are given elsewhere on the notice.

The car-park operator has agreed to adhere to an ATA Code of Practice

Free and independent advice is available from your local Citizens Advice Bureau or by calling the Citizens Advice Consumer Advice helpline on 08454 04 05 06.

PARKING CHARGE – NOTICE TO KEEPER

Name of Hirer

Address of Hirer

From: **Company Name (full)**

Address

(The Creditor)

Date of Sending: **(insert date)**

Payment Phone Line:

Parking Charge Details

Amount of Charge: £

Amount Paid: £

Balance Due: £

Parking Charge Reference:

(please quote on all correspondence)

Vehicle Registration number

Vehicle make/model:

Name and address of Site:

Parking Charge

Date of Issue:

Time of Issue:

Reason for issue:

This charge relates to the period of parking specified above, the charge having been incurred for the reason stated and liability for the same having been brought to the attention of the driver by clear signage in and around the Site at the time of parking.

Payment is now required in the sum of £**100**. However, if payment is received within 14 days of this notice then a reduced amount of £**60** will be accepted in full and final settlement.

A Notice to Keeper has previously been served on the registered keeper of the vehicle containing full details of the charge.

We, the Creditor, have been advised that you were the hirer of the vehicle at the time that the parking charge was incurred and that you are liable for payment of the same. Enclosed with this Notice are the following copy documents:

- Statement signed by the vehicle hire firm that the vehicle was on hire to you under a hire agreement
- Hire Agreement
- Statement of Liability (if not included with the above documents)
- Notice to Keeper served on the Hire Company

Please be warned: that if, after the period of 21 days beginning with the day after that on which this Notice is given the amount of the unpaid Parking Charge referred to in the Notice to Keeper has not been paid in full, the creditor has the right to recover from you, as much of that Parking Charge as remains unpaid, by virtue of para 14, schedule 4, of the Protection of Freedoms Act 2012.

Payment

Payment shall be made to the Creditor at the address specified in this notice by using one of the following payment methods:

- By debit/credit card or by calling: (insert details)
- By Cheque/Postal Order made payable to: (insert details)
- Online at: (insert details)

You are advised to send postal payments by recorded delivery. All payments must be accompanied by the PCN number and the Vehicle Registration Number.

Payments received which are not accompanied by this information will be cashed but the creditor will be unable to allocate the payment to the correct PCN. The Parking Charge Notice will therefore remain unpaid and enforcement action will be taken. This will result in additional costs being incurred.

Failure to pay this charge may result in enforcement action which could include County Court proceedings, and which may incur additional costs.

Appeals

In the event that you wish to dispute liability for this Parking Charge, within 21 days (beginning with the day after that on which this notice is given, please provide your full name and address, vehicle registration number and the Parking Reference at the top of this Notice providing your full reasons.

Appeal decisions should be provided within 28 days. In the event that your appeal is unsuccessful then we will provide you with the appropriate details enabling you to lodge an appeal to the Independent Appeals Service. Details of the appeal procedure can be found at www.theIAS.org.

The Independent Appeals Service (www.theIAS.org) provides an Alternative Dispute Resolution scheme for disputes of this type. We will engage with the IAS Standard Appeals Service providing you comply with our internal appeals procedure as detailed herein and that thereafter you lodge an appeal to the IAS within 21 days of rejection.

If you do appeal and do not hear from us within 28 days then please contact us, do not assume that your appeal has been successful.

Complaints

Please note: If you wish to challenge the validity of this charge then you must use the appeals procedure detailed above. Other issues can be dealt with under the complaint's procedure.

If you wish to complain, you MUST complain to us directly in the first instance by writing to us at the address at the top of this letter. If you are not satisfied with our response, then you may refer your complaint to the IPC. Further details can be found at www.theIPC.info.

Registered Keeper Details and Data Processing

Please note that we have obtained the name and address of the registered keeper of the vehicle from the DVLA for the purposes of enforcing this unpaid charge. Such information has been provided in accordance with the Road Vehicles (Registration and Licensing) Regulations 2002.

Data Protection Officer – dataprotection@parkingoperator.com

If you consider that such information has been used or obtained inappropriately you may complain to the DVLA (www.gov.uk/contact-the-dvla) or the Information Commissioner (www.ico.org.uk).

For more information please view our Privacy Notice by visiting www.parkingoperator.com

Phone Number xxxxxxxxxxxxxxxxx

Appendix 7

Example Notice of Unpaid Parking Tariff – (where PoFA liability is not sought the statutory warning must be removed)

~ADVICE NOTE~

This is a Notice of Unpaid Parking Tariff issued on Private Land.

Payment of this charge may be pursued by the operator through legal means, including the courts, which may result in you incurring additional costs if unpaid.

You can appeal against the charge by writing to the car-park operator. If you are not satisfied with the outcome, you can make a further appeal to the Independent Appeals Service (IAS). Details are given elsewhere on the notice.

The car-park operator has agreed to adhere to an ATA Code of Practice.

Free and independent advice is available from your local Citizens Advice Bureau or by calling the Citizens Advice Consumer Advice helpline on 08454 04 05 06.

Name of Keeper

Address of Registered Keeper

From: **Company Name (full)**

Address

(The Creditor)

Date of Sending: **(insert date)**

Payment Phone Line:

Unpaid Tariff Details

Amount of Charge: £

Amount Paid: £

Balance Due: £

Unpaid Tariff Reference:

(please quote on all correspondence)

Vehicle Registration number

Vehicle make/model:

Name and address of Site:

Period of Parking

From: **(Date and Time of entry)**

To: **(Date and Time of Exit)**

Reason for issue:

The driver of the above vehicle is liable for an unpaid Parking Tariff in the above amount which, at the date of this notice, remains unpaid in full and for which the Balance Due remains outstanding.

This Tariff relates to the period of parking specified above, the charge having been incurred for the reason stated and liability for the same having been brought to the attention of the driver by clear signage in and around the Site at the time of parking.

Payment is now required in the sum of £ **Amount of Unpaid Tariff**.

We, the above-named company, are the creditor. At the time of this notice, we do not know both the name of the driver and a current address for service for the driver and as the registered keeper of the vehicle.

YOU ARE NOW INVITED TO

(i) Pay the unpaid Balance Due; **or**

(ii) If you were not the driver of the vehicle, to notify us (in writing using the form attached) of the name of the driver and a current address for service for the driver AND pass this Notice on to the driver.

Please be warned: that if, after the period of 28 days beginning with the day after that on which the Notice is given (i) the amount of the unpaid Tariff specified in this Notice has not been paid in full, and (ii) we do not know both the name of the driver and a current address for service for the driver, we will have the right to recover from you, so much of that unpaid charge as remains unpaid

This notice is deemed to have been given to you on the second working day after the Date of Sending above.

Payment

Payment shall be made to the Creditor at the address specified in this notice by using one of the following payment methods:

- By debit/credit card or by calling: (insert details)
- By Cheque/Postal Order made payable to: (insert details)
- Online at: (insert details)

You are advised to send postal payments by recorded delivery. All payments must be accompanied by the Unpaid Tariff Reference Number and the Vehicle Registration Number.

Payments received which are not accompanied by this information will be cashed but the creditor will be unable to allocate the payment to the correct Unpaid Tariff. The Unpaid Tariff will therefore remain unpaid and enforcement action will be taken. This will result in additional costs being incurred.

Failure to pay this Unpaid Tariff may result in enforcement action which could include County Court proceedings, and which may incur additional costs.

Appeals

In the event that you wish to dispute liability for this unpaid Tariff, within 21 days (beginning with the day after that on which this notice is given, please provide your full name and address, vehicle registration number and the Unpaid Tariff Reference at the top of this Notice providing your full reasons.

Appeal decisions should be provided within 28 days. In the event that your appeal is unsuccessful then we will provide you with the appropriate details enabling you to lodge an appeal to the Independent Appeals Service. Details of the appeal procedure can be found at www.theIAS.org.

The Independent Appeals Service (www.theIAS.org) provides an Alternative Dispute Resolution scheme for disputes of this type. We will engage with the IAS Standard Appeals Service providing you comply with our internal appeals procedure as detailed herein and that thereafter you lodge an appeal to the IAS within 21 days of rejection. If you do appeal and do not hear from us within 28 days then please contact us, do not assume that your appeal has been successful.

Complaints

Please note: If you wish to challenge the validity of this Unpaid Tariff then you must use the appeals procedure detailed above. Other issues can be dealt with under the complaint's procedure.

If you wish to complain, you MUST complain to us directly in the first instance by writing to us at the address at the top of this letter. If you are not satisfied with our response, then you may refer your complaint to the IPC. Further details can be found at www.theIPC.info.

Registered Keeper Details and Data Processing

Please note that we have obtained the name and address of the registered keeper of the vehicle from the DVLA for the purposes of enforcing this unpaid charge. Such information has been provided in accordance with the Road Vehicles (Registration and Licensing) Regulations 2002.

Data Protection Officer – dataprotection@parkingoperator.com

If you consider that such information has been used or obtained inappropriately you may complain to the DVLA (www.gov.uk/contact-the-dvla) or the Information Commissioner (www.ico.org.uk).

For more information please view our Privacy Notice by visiting www.parkingoperator.com/privacy-notice

Phone Number xxxxxxxxxxxxxxxx

Payment/Driver Identification Form

Unpaid Tariff Details

Date and Time of Issue:

Vehicle Registration:

Amount Due:

Reference Number:

I, (Name of Keeper) of (Address of Keeper)

A) Enclose payment in the sum of (Total Amount) in respect of the above Unpaid Tariff

OR

B) Declare that the driver of the vehicle during the period of parking to which this Unpaid Tariff relates was:

NAME: _____

ADDRESS: _____

And I confirm that the 'Notice to Keeper' which accompanied this form has been passed to them

Statement of Truth

The information that I have provided is true to the best of my knowledge and belief and I provide this information knowing that if it is tendered into evidence, I shall be liable to prosecution if I have wilfully stated which I know to be false or do not believe to be true.

Signature:

Date:

Print Name:

Please return this form to:

(Company Name)

(Company Address)

