



**Independent Parking Committee**

**Accredited Operator Scheme**

**Code of Practice**

## **Foreword**

We are delighted to introduce our first Code of Practice for parking on private land. The Code takes into account much of the good work done by the industry in recent years and aims to balance the rights of the land owner with the rights of the consumer. There have been significant changes within the parking industry in recent times and this Code takes into account much of the consultation done prior to the implementation of The Protection of Freedoms Act 2012 (PoFA).

We have created a truly independent appeals process that ensures landowners who unlawfully issue parking charges will not benefit from them whilst ensuring that properly issued charges are enforceable, thereby protecting the landowner.

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THE INDEPENDENT PARKING COMMITTEE  
ACCREDITED OPERATOR CODE OF PRACTICE

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## Glossary

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

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

“current address for service” means—

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

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

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

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

“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.

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

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

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

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

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

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

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

'IPC' means the Independent Parking Committee.

'IAS' means the IPC's Independent Appeals Service.

'we', 'us' or 'our', means the IPC

'you' or 'your', means you as the member or subscriber to IPC and the IPC's Code of Practice.

'the Creditor' means, in addition to the definition in the 2012 Act, to be taken so as to include a solicitor acting on the creditor's behalf.

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

'the Code' means this Code of Practice.

'AOS' means Accredited Operator Scheme.

'The Committee' means the committee that presides over the IPC's Sanctions Scheme.

## **Accredited Operator Scheme - Code of Practice**

### **Introduction**

The Independent Parking Committee (IPC) is an independent body that encourages transparency and fairness within the parking sector throughout England, Wales and Scotland to the benefit of the motorist and parking operators. The IPC created the Accredited Operator Scheme (AOS) and Code of Practice in the wake of significant legislative changes within the parking sector and was created in order to maintain a fair balance between the rights of the motorist and those involved in the management and enforcement of parking on private and unregulated land within England, Wales and Scotland.

Members of the IPC who operate within the private parking sector are required to subscribe to the AOS and adhere to this Code of Practice which defines the core standards necessary to ensure transparency and fairness. This Code of Practice was created not only with reference to the applicable legal provisions but also with proper regard to the concerns of the motorist. The IPC actively seeks constructive feedback from consumer groups and organisations so as to enable us to continue to find the right balance and ensure fairness within the sector. The IPC's contact details can be found below or on our website. Please note that the IPC cannot enter into communications regarding specific charges – this is the remit of the operator and the Independent Appeals Service. However, should a motorist feel that an operator has materially breached the terms of the Code, they can complain to the IPC who will investigate the matter. The address to write to is provided below.

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

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

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

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

As an additional safeguard to the motorist, the IPC administers the Independent Appeals Service. Whilst the administration of this service is conducted by the IPC, the independence of the scheme is ensured by the appointment of lawyers who have complete independence in the appeals decisions. They are not accountable in their decisions to either the IPC or the operator and they have no vested interest in the outcome. The appeals process is provided free of charge to the applicant and is intended to complement the Operator's individual, internal appeals procedures when dealing with contested parking charges and is designed to ensure that charges that are not lawfully imposed are cancelled and that those that remain are legally enforceable. The outcome of any appeal is binding upon the operator but not upon the appellant who always has the right to contest such charges further. A robust and fair appeals process is important in promoting consumer confidence.

In order to ensure accountability and so as not to compromise the ability of the IPC to represent and support its members, the IPC has an independent Committee which presides over serious complaints and serious instances of non-compliance where suspension or termination of membership is a real possibility. The Committee is comprised of 3 appointed individuals who are independent of the normal functions of the IPC and their decision is binding upon both the IPC and the Operator.

This Code does not cover parking which is controlled or administered by local authorities.

The Code of Practice is only applicable to members in England, Wales and Scotland.

### **Contact Details**

The Independent Parking Committee (IPC)  
4 The Stables  
Red Cow Yard  
Knutsford  
Cheshire  
WA166DG  
0800 619 11 22

The IPC is a limited company, number - 8248531

The IPC is a registered data controller: registration number - Z3417654



## **PART A**

### **General Terms**

#### **1. Administration of Code**

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

#### **2. Conditions**

- 2.1 It is a condition of AOS membership that you agree to abide by this Code of Practice and comply with the Independent Appeals Service. It is your duty to be fully apprised with the Code. Unawareness of the terms of the Code or any applicable legal provisions will not be regarded as an excuse for non-compliance.
- 2.2 Failure to abide by the Code may result in the IPC taking disciplinary action against you in accordance with Schedule 2, although it is the IPC's preference to encourage compliance and the sanctions scheme will only be used where it is both necessary and proportionate in the circumstances of each case.
- 2.3 You agree to pay all relevant fees to the IPC including subscription rates where applicable and fees relating to the administration of the Independent Appeals Services.
- 2.4 If you obtain and process vehicle keeper's data you are obliged to:
- 2.41 Be registered with the Information Commissioner.
  - 2.42 Be compliant with all necessary legislation.
  - 2.43 Adhere to DVLA requirements relating to the data.

#### **3. Warranties and Disclaimers.**

- 3.1 This Code is designed to complement the laws which apply to the parking industry. It is your responsibility to ensure that your business adheres to all relevant legal provisions and the IPC assumes no responsibility for unlawful or illegal act of its members and you agree to indemnify us as to the same.
- 3.2 By being an IPC member, you agree to indemnify us against all claims that might arise from your obtaining data falsely or illegally or by mistake and against any misuse of any such 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 that ATA status is withdrawn for any reason.

#### **4. Monitoring Compliance with the Code**

4.1 Initial compliance upon application for IPC membership is assessed by way of an Initial Audit which, will be followed by a period of 'probationary membership' for 6 months this is detailed further in Schedule 4.

- 4.2 Compliance with the code will be constantly monitored and you agree to the IPC auditing your company annually to ensure compliance. Audits may occur more than once per year where the IPC has reason to suspect non-compliance.
- 4.3 The IPC will use data collected during the appeals process in order to monitor compliance.
- 4.4 The IPC will investigate and record any complaints against members in order to ensure compliance.
- 4.5 Breach of the conditions of The Code and any applicable laws will render you liable to our disciplinary procedures as set out in schedule 2. Where non-compliance is sufficiently serious the IPC may suspend or terminate your membership with immediate effect.
- 4.6 If your membership is suspended or terminated, then we will notify DVLA of the same. This will prevent you from obtaining vehicle keeper details from the DVLA as a member of The IPC.
- 4.7 Where there is evidence of non-compliance, in addition to any disciplinary action that we might take, we will write to you and require you to make any changes to your business practices that are necessary to ensure future compliance.
- 4.8 Further details on compliance can be found in Schedule 2.

## Part B

### Operational Requirements Applicable to All Operators

#### **1. Establishing Yourself as the 'Creditor'.**

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

#### **2. Signs**

- 2.1 Where the basis of your parking charges is based in the law of contract that will usually be by way of the driver of a vehicle agreeing to contractual terms which are identified by signage in and around a controlled zone. It is therefore of fundamental importance that the signage meets the minimum standards under this Code as this underpins the validity of any such charge. Similarly, where charges are founded in the law of trespass and form liquidated damages, these too must be communicated to drivers in the same way.
- 2.2 Signs must conform to the requirements as set out in a schedule 1 to this code.

#### **3. Automatic Number Plate Recognition.**

- 3.1 You may use ANPR technology to identify the keeper of a vehicle for the purpose of issuing a notice to keeper in accordance with schedule 4 of the Protection of Freedoms Act 2012.
- 3.2 Where ANPR technology is used, this must be clearly stated using appropriate signage. You must tell drivers what information will be captured and what this information will be used for.
- 3.3 ANPR equipment must be maintained and calibrated appropriately to ensure accuracy so as to ensure that keeper data is not applied for without proper grounds for doing so. Where there are manufacturer's guidelines for the maintenance of equipment then this should be followed.
- 3.4 You must ensure that there are appropriate manual checks in place in order to ensure that correct registration details are used in order to obtain keeper details from DVLA.
- 3.5 If you use ANPR technology you must ensure that the data that you obtain and process is used, stored and disposed of appropriately.

#### **4. Third Parties and Self-ticketing**

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

- 4.2 Self –ticketing practices are considered the same as sub-contractors, so that if you enforce parking charges which are issued by a self-ticketing site – you are responsible for ensuring that they keep to this Code in its entirety.
- 4.3 If you use sub-contractors or self-ticketing operators then you must ensure that they are familiar with this code and obtain signed confirmation by them to this effect. You must ensure that such confirmation is made available to the IPC during any audit or upon request.

## **5. Data Processing**

- 5.1 You are required to keep records of all your operations where they are relevant to any aspect of this Code.
- 5.2 Where required to do so you must provide the IPC with any such records in order that we may monitor compliance with the Code and any applicable laws.
- 5.3 Failure to provide any such document(s) within 14 days will be treated as an issue of non-compliance under the Sanctions scheme.

## **6. Operators' Internal Appeals Process**

- 6.1 You are required to have your own internal appeals procedures. As a minimum, these procedures must:
  - (a) Identify the appeals procedure including the manner in which appeals can be made, to whom they should be made and the time frame for lodging an appeal.
  - (b) Allow a minimum of 21 days for the motorist to lodge an appeal.
  - (c) Allow for appeals to be made outside of the period which is usually allowed where there are exceptional circumstances for not lodging the appeal within the normal time allowed.
  - (d) Allow recipients of a parking charge notice the ability to make representations to you regarding the issue of the charge.
  - (e) Require you to consider such representations and respond appropriately within 28 days.
  - (f) Notify the driver of your internal appeals procedures and notify them of the Independent Appeals Service at the time of providing them with a Notice to Driver.
  - (g) Provide the Keeper with confirmation of your internal appeals procedures and notify them of the Independent Appeals Service at the same time that you send a Notice to Keeper.
- 6.2 If an appeal is unsuccessful then you must notify the appellant, at the same time as you reject their appeal, that they have the right to further appeal to the IPC through the IAS.
- 6.3 You must not require payment of a charge whilst an appeal is being considered.
- 6.4 You must not require the motorist or keeper to submit a stamped-addressed envelope as a pre-requisite for an appeal.

## **7. Disabled Motorists**

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

## **8. Charges and Terms and Conditions.**

- 8.1 All Parking Charges issued by you must be reasonable and enforceable under any applicable legal provisions. If your charges amount to damages you should be able to demonstrate how such charges are calculated for each site as a 'genuine pre-estimate of loss' in order to be able to justify the amounts. More information on Charges can be found in Schedule 5.

## **9. Changes in Operator's Terms and Conditions**

- 9.1 Where there is any change in the terms and conditions that materially affects the motorist then you should make these clear on your signage. Where such changes impose liability where none previously existed then you should consider a grace period to allow regular visitors to the site to adjust and familiarise themselves with the changes. It is suggested that a grace period of one month is appropriate and that during this period you should identify vehicles that would have incurred charges under the new system where they wouldn't have previously and inform the driver by notice affixed to the vehicle that in future they will incur a charge. Vehicles that return having previously had notice of these charges can then be ticketed in the normal way at your discretion. More guidance on signage is found in Schedule 1.

## **10. Complaints**

- 10.1 You must have an internal complaints procedure.
- 10.2 You should provide the driver with confirmation of your internal complaints procedures at the time of providing them with the Notice to Driver.
- 10.3 You should provide the Keeper with information of your internal complaints procedures at the same time that you send the Notice to Keeper.
- 10.4 You must record all complaints in a Complaints Register. You must record the following:
- (a) Date of complaint
  - (b) The complainant.
  - (c) Copy of complaint.
  - (d) Copy of all correspondence.
  - (e) Outcome.
  - (f) Details of corrective action required and undertaken to ensure situation does not occur again (where complaint has merit).
- 10.5 You must provide the register to us or the DVLA within 14 days if it is requested.

## **11. Holding Yourself out as the Authorities**

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

## **12. Insurance**

- 12.1 You must ensure that you have the required level of public liability insurance if you operate within the private sector, the minimum level of cover is £5m of Public Liability Insurance.
- 12.2 If you have employees then you are required to have appropriate Employer's Liability Insurance. The minimum level of cover is £10m.
- 12.3 You must provide the IPC with evidence of any such insurance if requested to do so and in any event upon audit.

## **13. Professionalism**

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

## **14. Predatory Tactics**

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

## **15. Final Warning Letters**

- 15.1 Where the charge remains unpaid and no appeal is lodged you may send a final warning letter.
- 15.2 You must make it clear in the final warning what you will do next if payment is not received and how payment can be made.
- 15.3 A final warning letter should not be sent until 14 days have passed since the notification letter.

## **16. Court Action or Charge Recovery**

- 16.1 When a final warning has been sent you must wait a further 14 days before you take further action such as debt recovery or court action.

## **17. Grace Periods**

- 17.1 Drivers should be allowed a sufficient amount of time in order to park and read any signs in order that they may make an informed decision as to whether or not to remain on the site before any enforcement action is taken by you or your agents.
- 17.2 Drivers should be allowed a sufficient amount of time to leave a site after a pre-paid or permitted period of parking has expired.

## PART C

### Operations in England and Wales

#### **1. Applying for Keeper Details where Keeper Liability is Sought**

- 1.1 If you intend to be able to recover unpaid parking charges from the keeper of a vehicle then you must request Keeper details in accordance with Schedule 4 of the Protection of Freedoms Act 2012.
- 1.2 When requesting keeper details otherwise than in accordance with the Protection of Freedoms Act 2012 you must inform the DVLA that you are not seeking to be able to rely upon keeper liability should they ask you for that information.
- 1.3 You must not imply that the registered keeper can be held responsible for the parking charge under the Protection of Freedoms Act unless the relevant time limits within the Act have been met.
- 1.4 When you apply to the DVLA for keeper details you must inform them of your membership with the IPC and provide your membership number in addition to any other details that they may require in order to process the application.
- 1.5 You must apply for keeper details only where you have 'reasonable cause' to do so in accordance with regulation 27(1)(e) of the Road Vehicles (Registration and Licencing) Regulations 2002.
- 1.6 Where keeper details are provided to you by the DVLA, they must only be used for the purposes for which they were disclosed to you.
- 1.7 You must not apply for keeper details on behalf of any third party company or individual who is not a member of an Accredited Trade Association.
- 1.8 Any data supplied to you must be handled and processed strictly in accordance with all applicable legal provisions.
- 1.9 Failure to abide by any applicable laws relating to data handling is viewed seriously by the IPC and will be considered to be a serious issue of non-compliance.

#### **2. Notice to Driver (Non-ANPR cases)**

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

- 2.1 The Notice to the Driver must;
  - (a) Be in writing.
  - (b) Either be affixed to the vehicle or given to a person who appears to the Operator to have control of that vehicle.
  - (c) Specify the vehicle and the land on which it was parked.
  - (d) Identify the period of parking to which the charge relates and the circumstances by which the charge became payable.

- (e) Describe the means by which the contract was brought to the attention of the driver.
- (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 then an application will be made to DVLA for the keeper's details so that the charge can be enforced.
- (h) Identify the creditor and explain how and to whom the payment can be made.
- (i) Inform the driver of any discount offered for prompt payment of the charge.
- (j) Inform the driver that they have 21 days within which to contact the operator under their own internal appeals process, identify that process and advise the driver that once this process is exhausted, the driver can appeal to IPC's Independent Appeals Service who will review that decision.

### **3. Notice to Keeper (Non-ANPR cases)**

#### **3.1 The Notice to the Keeper must;**

- (a) Be in writing.
- (b) Specify the vehicle and the land on which it was parked and the period of parking to which the notice relates.
- (c) Inform the keeper that the driver is required to pay parking charges in respect of the specified period of parking and that the parking charges 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 described those charges.
- (f) Describe the circumstances in which the charges arose (including the means by which it was brought to the attention of the driver and other facts that made those charges payable).
- (g) Explain that the parking charges relating to the specified period have not been paid in full by the driver and specify the total amount of the unpaid parking charges relating to that period.
- (h) Specify the period of parking and the time of the issue of the Notice to Driver.
- (i) Specify the amount that remains unpaid at the date of the issue of the Notice to Keeper.
- (j) State that the Creditor does not know the name of the driver and a current address for service for the driver.
- (k) Invite the keeper to pay the unpaid parking charges, or, If the keeper was not the driver of the vehicle to notify the creditor of the name and current address of the driver and pass the notice on to the driver.
- (l) Warn the keeper that if the parking charge remains unpaid after a period of 28 days and the creditor does not know both the name of driver and current address for service of the driver then the creditor will have the right to recover from the keeper the amount of the charge that remains unpaid.
- (m) Inform the keeper of any discount offered for prompt payment and the arrangements for resolution of disputes or complaints that are 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 can be made or notification of the driver can be given.
  - (o) Relate only to a single period of parking (this does not prevent the giving of separate notices which each specify different parts of a single period of parking).
  - (p) Be given by;
    - 1) Handing it to the keeper, or
    - 2) Leaving it at his current address, or
    - 3) Sending it by post to his current address.
  - (q) Be given to the Keeper so that it is served upon between day 29 and day 57 after the day that the Notice to Driver is given (which is counted as day 1).
  - (r) Explain the reason for requesting their details and 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.
- 3.2 All communication to the Keeper must be in writing.

#### **4. Notice to Hirer**

- 4.1 Where a creditor receives notification from a vehicle hire company that at the specified time the relevant vehicle was under a hire agreement then a Notice to Hirer must be sent to the hirer.
- 4.2 A Notice to Hirer must;
- (a) Be given within 21 days of receipt, by you, of the hirer details from the vehicle hire company.
  - (b) Inform the hirer that any unpaid parking charges may be recovered from him.
  - (c) Refer the hirer to the information contained in the notice to keeper.
  - (d) Warn the hirer that if after 21 days the amount of unpaid parking charges have not been paid in full the creditor will have the right to recover from the hirer any amount that remains unpaid.
  - (e) Inform the hirer of any discount offered for prompt payment.
  - (f) Inform the Hirer of any procedures offered by the creditor for dealing informally with representations by the hirer about the notice or any matter contained in it; and
  - (g) Inform the Hirer of the arrangements under which disputes or complaints may be referred by the hirer to The IPC
  - (h) Identify the creditor and specify how and to whom payment may be made.
  - (i) Be given by;
    - 1) Handing it to the hirer, or
    - 2) Leaving it at his current or last known address, or
    - 3) Sending it by post to his current or last known address.

#### **5. Notice to Keeper (ANPR cases)**

- 5.1 The Notice to the Keeper must;
- (a) Be in writing.
  - (b) Specify the vehicle and the land on which it was parked and the period of parking to which the notice relates.
  - (c) Inform the keeper that the driver is required to pay parking charges in respect of the specified period of parking and that the parking charges have not been paid in full.

- (d) Describe the parking charges due from the driver as at the end of that 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 the other facts that made them payable.
  - (e) Specify the amount that remains unpaid at the date of the issue of the Notice to Keeper.
  - (f) State that the Creditor does not know the name of the driver and a current address for service for the driver.
  - (g) Invite the keeper; to pay the unpaid parking charges, or if the keeper was not the driver of the vehicle to notify the creditor of the name and current address of the driver and pass the notice on to the driver.
  - (h) Warn the keeper that if the parking charge remains unpaid after a period of 28 days and the creditor does not know both the name of driver and current address for service of the driver then the creditor will have the right to recover from the keeper the amount of the charge that remains unpaid.
  - (i) Inform the keeper of any discount offered for prompt payment and the arrangements for resolution of disputes or complaints that are available to the keeper including; Any procedures offered by the creditor for dealing informally with representations by the keeper about the notice or any matter contained in it; and the arrangements under which disputes or complaints may be referred by the keeper to The IPC/IAS.
  - (j) Identify the creditor and explain how and to whom the payment can be made or notification of the driver can be given.
  - (k) Relate only to a single period of parking (this does not prevent the giving of separate notices which each specify different parts of a single period of parking).
  - (l) Be given by;
    - 1) Handing it to the keeper, or
    - 2) Leaving it at his current address, or
    - 3) Sending it by post to his current address.
  - (m) Be given so that it will be received by the keeper within 14 days beginning the day after the specified period of parking.
  - (n) Explain the reason for requesting their details and you must provide details of the Complaints Procedure by which the Keeper can notify the Information Commissioner and DVLA if they feel their data has been used improperly.
- 5.2 All initial communication to the Keeper must be in writing.

## **6. Sending a Notification Letter to the Keeper**

- 6.1 Where a parking charge remains unpaid and the keeper has not identified the driver within 28 days of the notice to keeper you should send a notification letter to the keeper confirming that they are now liable for the charge, the amount of the charge, the time frame for making payment and how they can make payment.
- 6.2 It must not be sent before the expiry of time to identify the driver (28 days from date of Notice to Keeper).
- 6.3 The letter should offer the keeper a minimum of a further 14 days to pay.
- 6.4 The keeper must be told that the process of appealing within your internal appeals process and the IAS.

**7. Applying for keeper details where keeper liability is not sought.**

- 7.1 You may still apply for keeper details outside of the provisions of the Protection of Freedoms Act in which case the strict time limits prescribed under schedule 4 of the Act do not apply.
- 7.2 Applications for keeper details should generally be made as soon as practicable after the imposition of any charge and in any event within 6 months unless there are exceptional circumstances for not doing so. Applications should be made in the prescribed form and accompanied by such information as the DVLA may require. Where applications are not made within 14 days of the parking event that forms the basis of the charge, your reasons should be included with the application. Whether keeper details are provided to you is always a matter for the discretion of the DVLA.
- 7.3 Where you have not complied with the terms of PoFA, you must not infer that keeper liability exists.

**8. Independent Appeals Service**

- 8.1 Where the recipient of a charge has appealed against it through your internal appeals procedure and where that appeal has been rejected by you then the motorist may appeal further to the IPC's Independent Appeals Service (IAS).
- 8.2 The appeals procedure and more details are located within schedule 6 to this Code.
- 8.3 You agree to accept the decision of the IAS and for it to be binding upon you.
- 8.4 You agree to pay the relevant fee to the IAS for any appeal.
- 8.5 You must not require payment of a parking charge whilst an appeal is being considered by the IAS.
- 8.6 It is for you to decide whether a discounted rate of payment should be allowed after an unsuccessful appeal against a notice.

## Part D

### Operations in Scotland

#### 1. General

- 1.1 Operations in Scotland are not covered by the Protection of Freedoms Act and Operators are not required therefore to use the Independent Appeals System for charges which are imposed there. Operators must still have their own internal appeals procedure and may use an independent appeals service of their choice, at their discretion.
- 1.2 Where you carry out parking control in Scotland then the legal position regarding the recovery of charges is based purely in contract and trespass. There are no provisions that allow for keeper- liability as is the case in England and Wales after the coming into force of the Protection of Freedoms Act 2012 and you must not infer that any such liability exists.

#### 2. Notice to Driver (Non-ANPR)

- 2.1 Where a parking charge is imposed by an operator on land that does not use ANPR then a notice should be affixed to the vehicle explaining that the driver is liable for the charge.
- 2.2 The Notice to the Driver should;
  - (a) Be in writing.
  - (b) Either be affixed to the vehicle or given to a person who appears to the Operator to have control of 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 or parking restrictions were 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 then an application will be made to DVLA for the keeper's details so that the charge can be enforced.
  - (h) Identify the creditor and explain how and to whom the payment can be made.
  - (i) Inform the driver of any discount offered for prompt payment of the charge.

#### 3. Notice to Keeper

- 3.1 Operators may send a notice to the registered keeper where a parking charge remains unpaid.
- 3.2 When you write to a registered keeper, you must tell them that you have obtained their details from DVLA and explain what your reasonable cause was. You must also tell them of their right to complain to the Information Commissioner should they feel that their data has been obtained or used inappropriately.
- 3.3 The Notice to the Keeper should;
  - (a) Be in writing.
  - (b) Specify the vehicle and the land on which it was parked and the period of parking to which the notice relates.

- (c) Inform the keeper that the driver is required to pay parking charges in respect of the specified period of parking and that the parking charges 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 described those charges.
  - (f) Describe the circumstances in which the charges arose (including the means by which it was brought to the attention of the driver and other facts that made those charges payable).
  - (g) Explain that the parking charges relating to the specified period have not been paid in full by the driver and specify the total amount of the unpaid parking charges relating to that period.
  - (h) Specify the period of parking and the time of the issue of the Notice to Driver.
  - (i) Specify the amount that remains unpaid at the date of the issue of the Notice to Keeper.
  - (j) Inform the keeper of any discount offered for prompt payment and the arrangements for resolution of disputes or complaints that are available to the keeper.
  - (k) Advise the recipient of any procedures offered by the creditor for dealing informally with representations about the notice or any matter contained in it.
  - (l) Identify the creditor and explain how and to whom the payment can be made.
  - (m) Allow them the opportunity to identify the driver to you if it was not them.
  - (n) Relate only to a single period of parking (this does not prevent the giving of separate notices which each specify different parts of a single period of parking).
  - (o) Advise the recipient that if the charge remains unpaid you may take further action to recover the monies.
  - (p) Be given by;
    - 1) Handing it to the keeper, or
    - 2) Leaving it at his current address, or
    - 3) Sending it by post to his current address.
  - (q) Explain the reason for requesting their details and 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.
- 3.4 Such a notice should explain that the driver is liable for the charge and the nature of the charge and that it remains unpaid. You must allow them the opportunity to identify the driver to you if it was not them. They should be told that the opportunity to pay at the reduced rate no longer applies (if that is the case).

#### **4. Applications for Keeper Details**

- 4.1 Applications for keeper details should be made as soon as practicable after the imposition of any charge and in any event within 6 months unless there are exceptional circumstances for not doing so. Applications should be made in the prescribed form and accompanied by such information as the DVLA may require. It is a matter for the DVLA as to whether or not they provide keeper details to you in any particular case. The DVLA may prescribe time limits in which they expect to receive applications for keeper details, it is your responsibility to familiarise yourself with their requirements.

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



## **PART E**

### **Schedules**

**Schedule 1 - Signage**

**Schedule 2 – Compliance Monitoring**

**Schedule 3 – Guidance on the Application of the Sanctions Scheme**

**Schedule 4 – Auditing**

**Schedule 5 – Parking Charges**

**Schedule 6 – Independent Appeals Service**





## Schedule 1 - Signage

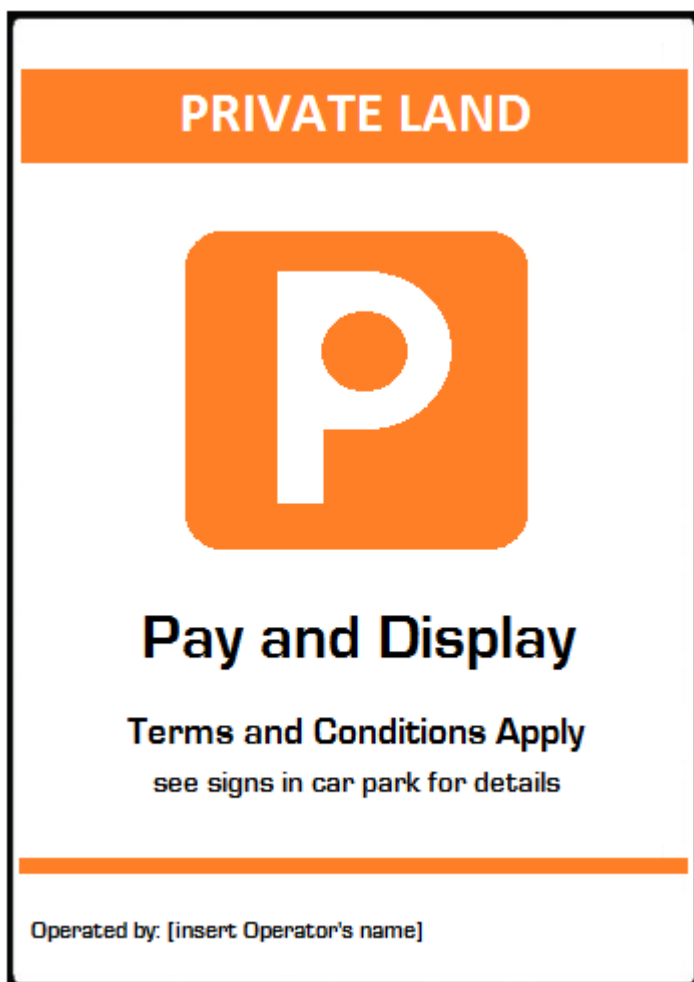
### Entrance signs

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

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

During the Audit process, the IPC will pay particular attention to these sites so as to ensure that they are compliant with the Code and to ensure that charges that rely on the signage are enforceable.

The sign that you will place at the entrance to your site should keep to the following design requirements:



Signs must, where practicable, be placed at the entrance to a site. Otherwise the signage within the site must be such that it is obvious to the motorist. The example above provides for a sign that is befitting of a 'Pay and Display' operation. The precise wording on a sign is a matter for the Operator but such wording must make it clear to the motorist that there are parking restrictions and describe

the type of parking operation. It must also show the Operator's name and describe how and when charges should be paid.

You should endeavour to use the following standard wording on your entrance signs. You should include a minimum of one phrase from Group A (but no more than 3). Group A text should be before and more prominent than the Group B text. The signs must direct motorists to the more detailed signs which display the full terms and conditions. This is important as it is these terms and conditions that will provide the legal foundation to any charge.

**Group A**

Pay and display [free for blue badge holders]  
[x minutes/hours] free parking [for customers only]  
Pay on exit  
Pay [on foot/at machine] when leaving  
Parking for [business name] customers only  
Permit Holders Only

**Group B**

Charges apply [after this]  
Private land  
Terms and Conditions Apply  
See the notice[s] [in car park] for conditions

**Text size**

The height of the capital letters in the text from Group A will be dependent on the anticipated approach speed of traffic. You should have reference to the table below in calculating the text size. Group B text should be at least 50% of the size of Group A text. All other text should be smaller than 50% of the text from Group A. The name of the site and a welcome message can also be displayed on the sign but should not detract from the prevalence of the Group A and Group B text.

<u>Situation (examples only)</u>	<u>Anticipated Approach Speed (mph)</u>	<u>Minimum Height of Capital Letters for Group A Text (mm)</u>
Barrier controlled car park	under 10	50
Parking area entered immediately after leaving a 30 mph road	15-24	60
Car park entered from an unrestricted road or from an access road	25-39	90
Service areas joined from motorways or dual carriageways	40-70	120

The sign must be readable from far enough away so that drivers can read all of the Group A and Group B text without needing to look more than 10 degrees away from the road ahead. Any text on the sign which is not intended to be read from a moving vehicle can be of a much smaller size.

Where terms and conditions are provided on signs which are adjacent to Pay and Display machines, the signs must be at a suitable height – it is suggested that no part of the sign which contains relevant text should be over 6', or under 12", from ground level. Such text must be of a size which is easily legible having regard to the location and in any event should not be less than 5mm in height.

### **Contrast and illumination**

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

If parking enforcement takes place outside of daylight hours, the sign itself is not illuminated or there is not sufficient ambient lighting, it should be made of retro-reflective material meeting BS EN 12899-1:2007 class RA2 or higher (BS EN 12899-6:2012 class P3 or higher). Dark-coloured areas need not be reflective. You need to ensure that all signs are readable during the hours of enforcement as they form the legal basis of any charge. If signs cannot be read then resulting charges that depend upon their content will not be enforceable.

### **Repeater Signs**

You are required to provide a sufficient number of signs on each site commensurate with its size and other characteristics to ensure that motorists can be under no doubt as to the fact that parking restrictions exist.

### **Signage Materials**

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

### **Other Signs**

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

Such signs must;

- 1) Identify yourself as 'the Creditor', being a person who is entitled to recover parking charges under the contract and provide a telephone number for the same.
- 2) Identify the amount of any charge and explain when it becomes payable.
- 3) Advise drivers that if a charge remains unpaid for a period of 28 days after issue then an application will be made for the Keeper's details from DVLA.
- 4) Be clearly legible and placed in such a position (or positions) such that a driver of a vehicle must be able to see them clearly upon entering the site or parking a vehicle within the site.
- 5) Have clear and unambiguous wording and be designed such as to leave the driver under no doubt that he is entering into a contract with the creditor or committing a trespass as the case may be.
- 6) Contain text that is appropriate to the position of the sign and the relative position of the person who it is aimed at. So, if a sign is at an entrance of a site and the vehicle is likely to be moving, it must be sufficiently large so as to be clear from within the vehicle having regard to the likely speed that the vehicle will be travelling at that point.

- 7) Be of a colour scheme that provides good contrast between the background of the sign and the text upon it.

### **Changes in Operator's Terms and Conditions**

Where there is any change in the terms and conditions that materially affect the motorist then you should place additional (temporary) signage at the entrance making it clear that new terms and conditions/charges apply. The signage should be in addition to the signage ordinarily required.

## Schedule 2 – Compliance Monitoring

### Complaints

Complaints against operators will be dealt with by IPC and The Committee.

Complaints will be logged and preserved for a period of at least 3 years.

The following minimum details will be recorded:

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

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

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

Where there is a serious matter of non-compliance or a serious complaint or where an Operator accumulates 12 sanction points within any 12 month period then the matter will be considered by the IPC's Committee. This is a body which presides over the IPC's normal Sanctions System only where an Operator's membership is in jeopardy. The decisions of the Committee are binding on the IPC and the Operator.

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

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

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

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

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

<b>Area of Non-Compliance</b>	<b>Sanction Points Available</b>
Failing to Comply with IPC request	1-3
Word 'Penalty' or 'Fine' or similar on stationery/signage/website	1-3
Minor failure to comply with Code of Practice	1-3
Serious failure to comply with Code of Practice	4-12
Misuse of Keeper Data	6-12
Using Predatory Tactics	8-12

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

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

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

### IPC Guidance on Sanction points for non-compliance

Seriousness of the non-compliance (culpability and harm caused)

A. Identify the appropriate starting point

	Starting point	Range
Failing to comply with IPC request	2	1-3
Word penalty or Fine or similar on stationary/signage/website	2	1-3
Minor failure to comply with Code of Practice	2	1-3
Serious failure to comply with Code of Practice	8	4-12
Misuse of Keeper Data	10	6-12
Deploying predatory/unfair 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.

<p><b>Factors indicating higher culpability</b></p> <ol style="list-style-type: none"> <li>1. Intentional action</li> <li>2. Predatory or misleading tactics used.</li> <li>3. Breach over a long period of time or continued breach after notification of the same</li> </ol>	<p><b>Factors indicating lower culpability</b></p> <ol style="list-style-type: none"> <li>1. Unintentional action</li> <li>2. Brief indiscretion</li> <li>3. Trivial or technical breach</li> <li>4. Breach remedied promptly upon discovery</li> </ol>
<p><b>Factors indicating higher degree of harm</b></p> <ol style="list-style-type: none"> <li>1. Keepers' personal data compromised or used or obtained inappropriately.</li> <li>2. Breach affects several people.</li> </ol>	<p><b>Factors indicating lesser degree of harm</b></p> <ol style="list-style-type: none"> <li>1. Personal data not compromised or used or obtained improperly.</li> <li>2. Little or no loss to consumer or gain to operator.</li> </ol>

Form a preliminary view of the appropriate number of sanction points

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

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

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



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

## Schedule 4 – Auditing

Audits will be undertaken by an approved auditor. These will be instructed by the IPC to conduct audits on their behalf. The focus will be on the legality of members' operations and the security of driver/keeper data.

Audits will take place prior to initial membership of the Accredited Operator Scheme and annually once membership has been granted. Prior to an Operator becoming a member of the AOS they will be vetted by being subject to an initial audit and they will be required to subscribe to the AOS's terms and conditions. All new members, who pass the initial audit, are required to complete a 6 month probationary period after which the IPC will either confirm full membership or reject the membership application after the organisation has been audited to ensure compliance with the Code.

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. Where appropriate, we may import any pre-existing sanctions into our scheme so that members do not benefit from transferring between organisations.

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

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

Members will need to satisfy the auditor of the following core criteria:

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

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

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

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

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

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

Each year the IPC will randomly select 20-50 Parking Charge Notices issued by an operator to check with compliance with the relevant legislation and the Code of Practice.

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



## Schedule 5 – Parking Charges

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

Alternatively, you may make it a requirement that the motorist only use the land in accordance with your terms and conditions. You may make it clear on the signage that if the terms and conditions of the parking are complied with then they are free to pay the normal tariff for parking (if one applies). However, if the motorist uses the land other than in accordance with the terms and conditions then they agree to pay a fixed fee by way of damages to the operator. This is based on a genuine pre-estimate of loss that flows from the breach of contract by acting otherwise than in accordance with the terms of the agreement the motorist entered into when deciding to park.

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

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

It is suggested that the maximum parking charge should be: £100.

Where there is a prospect of additional charges, reference should be made to this where appropriate on the signage.



## **Schedule 6 – Independent Appeals Service (England and Wales Only)**

### **Independent Appeals Service (IAS).**

#### **Foreword:**

The Independent Appeals Service is a service administered by the IPC as a safeguard to the motorist which allows a person aggrieved by the issue of a Parking Charge Notice to have the matter adjudicated upon by an Independent Appeals Assessor (IAA).

Whilst the IAS is administered by the IPC, the adjudicator is entirely independent and impartial. The adjudicators are appointed from our panel of qualified solicitors or barristers and have a comprehensive understanding of the relevant legal provisions. It is a condition of their appointment that they consider only the legal merits of an appeal. They are expressly prohibited from exercising any favour or bias and are not accountable to the IPC, the operator or the motorist in any way in their adjudication of an appeal. Their decision is final and binding upon the operator but not binding in any way upon the motorist who is always free to contest a charge.

The independence of the adjudicators is paramount in ensuring that motorists see that their appeals are considered fairly. Members of this Code agree to indemnify the IPC against the decisions of the IAS.

#### **Operation of the IAS**

1. Appeals will be considered by IPC's Independent Appeals Service (IAS).
2. Subscribers to the AOS Code of Practice agree to accept the decision of the IAS.
3. The IAS will consider the lawfulness of any parking charge having regard to the all applicable legislation and case law.
4. The IAS will not consider the merits of any mitigating circumstances which do not compromise the lawfulness of the charge but the IAA, in their reasons for disallowing an appeal, may advise the Operator to review an otherwise lawful charge where there are exceptional circumstances for doing so.
5. Appeals will only be considered by the IAS after the person appealing has exhausted the Operator's own internal appeals or complaints procedure.
6. Where the appeal is in respect of a Notice to Driver under schedule 4 paragraph 7 of the Protection of Freedoms Act 2012 the following provisions apply:
  - a. Appeals will only be accepted if they are received by the IAS within 21 days from the date of rejection of the Operator's internal appeal unless the appellant shows there are exceptional circumstances for making the appeal out of time.
  - b. Appeals will only be accepted where the following are identified:
    - (a) the vehicle registration mark,
    - (b) the name and a current serviceable address of the driver,
    - (c) the creditor or operator's name,
    - (d) the land that the vehicle was parked on, and,



- (e) The date of issue of the Parking Charge.
  - c. Appeals must clearly identify the grounds upon which the driver states that he is not liable for the parking charge and be accompanied by any such evidence that the driver would like to be considered during the appeal.
7. Where the appeal is in respect of a Notice to Keeper under schedule 4 paragraph 8 of the Protection of Freedoms Act 2012 the following provisions apply.
- a. Appeals will only be accepted if they are received by the IAS within 21 days from the date of rejection of the appeal to the Operator unless the appellant shows there are exceptional circumstances for making the appeal out of time.
  - b. Appeals will only be accepted where the following are identified:
    - (a) the vehicle registration mark,
    - (b) the name and a current serviceable address of the driver,
    - (c) the creditor or operators name, and,
    - (d) the land that the vehicle was parked on.
    - (e) the date of issue of the Parking Charge.
    - (f) the date of the rejection of the internal appeal.
  - c. Appeals must clearly identify the grounds upon which the keeper states that he is not liable for the parking charge and be accompanied by any such evidence that the driver would like to be considered during the appeal.
8. Upon receipt of a valid appeal, the IPC will notify the Operator of the grounds put forward by the applicant within 7 days of receipt of the same. The Operator then has 5 working days to provide a response to the appeal or to withdraw the charge should they not wish to contest it. If no such response is received, the IAS will consider the case having regard to the information that is available at the time.
9. Appeals will only be allowed if it appears to the adjudicator that the Parking Charge is unenforceable due to any applicable rule of law or contract.
10. The IAS endeavours to notify both parties of the outcome of any appeal within 28 days from the date of receipt the same. Whilst an appeal is being determined, any enforcement action shall be suspended. However, where the appeal does not properly identify the driver and an address for service, the operator or his agents may still apply for the keepers details from DVLA where they consider it necessary to do so.
11. It will only be deemed necessary to request the keeper details from DVLA when the driver is unknown or not sufficiently clear, and delaying such an application would prevent the creditor from providing the Notice to Keeper within the statutory period.
12. You agree to abide by the decision of the IAS in any appeal.
13. You agree to pay the relevant fee for any appeal.
14. It is a matter for the Operator whether to allow payment at a discounted rate where an appeal is refused.