

NINTH EDITION

1ST JANUARY 2024



International Parking Community

# Code of Practice V9



Independent  
Appeals  
Service



GET YOUR REG

RI GHT

DON'T GET A PARKING CHARGE  
PLEASE INPUT YOUR FULL REGISTRATION  
CORRECTLY  
[WWW.GETYOURREGRIGHT.INFO](http://WWW.GETYOURREGRIGHT.INFO)

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

2024 marks a new era of challenge for the private parking industry as, across the nation, it faces the increasing challenge of a surge in anti-social parking that impacts on the owners and users of Britain's car parks.

This updated Code of Practice for members of the International Parking Community (the IPC), the parking trade body that drives up standards across our industry, will create a better parking experience for the law and rule-abiding majority of those who use our members' car parks, whilst ensuring that those who flout the rules are encouraged to change their behaviour.

Anti-social parking, such as the blocking of designated Blue Badge bays, of pedestrian paths, entrances, double parking, parking across multiple bays and the non-payment of parking fees has increased across members' sites since the end of the Covid lockdown period. Those with large vehicles increasingly seem to believe that the normal rules of society apply to everyone except them, and this is demonstrated not just on the road but through parking.





As an industry, we believe that Parking Charge Notices (the private land equivalent of a Penalty Charge Notice, collectively called PCNs) should be raised to a level where the amount that can be charged is a true deterrent to anti-social parking, particularly for the increasingly large minority of repeat rule-breakers. We urge Government to allow the private and public sectors to raise the cost of PCNs to a level where anti-social parking is deterred. Today, that is no longer the case: PCNs are no longer the deterrent they were designed to be.

Alongside a need for higher PCNs, members of the IPC recognise the need to formalise further the checks and balances to ensure that those who make mistakes are not unfairly penalised. Through this updated Code, we set out how we will deliver fairness and transparency.

The Code builds on initiatives taken by the IPC. These include pre-auditing any location where Parking Charge Notices can be issued; ensuring the presence of appropriate, clear, and prominently located signage so that all parkers are aware of charges for their use of that land, and the requirement for members who issue PCNs to subscribe to the IPC's Accredited Operator Scheme (AOS) whereby they agree to comply with this Code of Practice.

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

1. Amendments to Section 9 – incorporating clause 6 of the Governments withdrawn Single Code of Practice (changes relate to new signage installed after 1st January 2024).
2. Amendments to Section 13 – incorporating clause 5 of the Governments withdrawn Single Code of Practice
3. Addition of 15.7 – New requirement to make Reduced Settlement Offer where genuine error results in Parking Charge on Public Use Car park.
4. Amendment to Section 21 – incorporating clause 11 of the Governments withdrawn Single Code of Practice
5. Amendments to Schedule 4
  - to tie in with new clause 21
  - Addition of detail on sanction scheme to confirm sanction for issuing Parking Charge on land which has not passed IPC audit.

6. Amendments to Schedule 1 Incorporating Annex A of the Governments withdrawn Single Code of Practice. (changes relate to new signage installed after 1st January 2024)

7. New Schedule 7 to tie in with new section 13.

The amendments take effect from the 1st January 2024. It is important to note that where an obligation impacts signage or other aspects at a location then the requirements are not retrospective. They relate to new car parks and locations.

**N.B aspects which are in italics are advisory and not mandatory, as in the Governments previously published Single Code.**

Accompanying the Code of Practice amendments will be guidance on its interpretation collectively designed to provide clarity for all parkers.

It strikes us at the IPC that, whilst private car parks work well at a reasonable price for the vast majority of drivers, a minority of parkers choose to ignore the fact that the land on which they park is owned by someone who has paid for that property. The owner may be a business, a family, or a pension fund that provides a living for people across Britain. It is only right and fair that everyone respects the rules by paying for their use of that land and by parking reasonably, for anti-social parking harms so many people, not just landowners, and that cannot be tolerated in a decent society.

*Will Hurley*

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# Definitions

For the purposes of this Code:

## A

**"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;

## C

**"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;

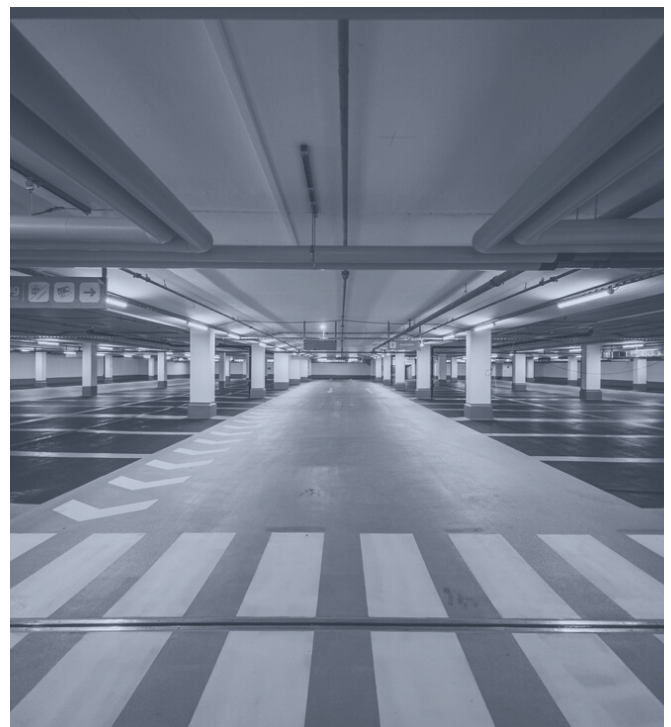
**"Controlled Land"** means Prohibited parking areas where parking restrictions apply, for example where public parking is not invited, or on roads within airport perimeters where neither parking nor stopping is permitted.

**"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;

## D

**"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;



## G

**"Grace Period"** means a 10 minute period at the end of a Permitted Period of Parking;

**I**

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

**“ICO”** means the Information Commissioners’ Office;

**“Independent Appeal”**

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

**“IPC”** which means International Parking Community.

**K**

**“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;

**L**

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

**M**

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

**N**

**“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;

**P**

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

**"Private Land"** includes

**Public Use Car Parks** – land/premises where the parking of vehicles by members of the public is invited, subject to such terms and conditions as may apply;

**Private Use Car Parks** – land/premises where the parking of vehicles is not openly available to the public, but is permitted for a defined set of vehicles, for example those driven by the employees and/or customers of a business, residents of a development, attendees of an event, or permitted visitors e.g. to a doctor's surgery;

**Short-stay areas** – land/premises where the stopping of a vehicle is permissible for a limited period, for example at airport and railway station drop-off and pick-up zones, but parking for longer periods is not permitted

**Prohibited parking areas** – controlled land where parking restrictions apply, for example where public parking is not invited, or on roads within airport perimeters where neither parking nor stopping is permitted.;

**"Public Use 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 Use Car Park ;

## R

**"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;

**"Reduced Settlement Payment"** an amount of money accepted in full and final settlement of monies owed as a result of a Parking Charge.

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

## S

**"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;



## T

**"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;

## V

**"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);

## W

**"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;



# General Terms

## 01

### 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.

## 02

### 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.

## 03

### 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.

## 04

### 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.

## 05

## 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:

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

**06**

## 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 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.

**07**

## 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 £70 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

### 08

#### 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.

### 09

#### Payment of a parking tariff

##### 9.1 On-site payment

**(important note – These requirements relate to new locations where signs are installed after 1st January 2024. For obligations pre-2024 see version 8 of the IPC Code)**

**9.1.1** Where on-site payment is required, clear information must be displayed within the controlled land on the payment method(s) available.

**9.1.2** Where payment machines are installed within the controlled land, the following information must be displayed on, or near (i.e. adjacent to), the payment machine:

- a) instructions for making the payment, including the tariff and the parking charge, the latter being in the largest font used to display the tariff;
- b) contact details of the organisation responsible for responding to:
  - 1) queries about the making of the payment;
  - 2) queries about the use of on-site payment machinery; and
  - 3) reports of malfunctioning pay machine equipment.

c) the consequences of a machine being unavailable, i.e. whether alternative payment methods are available, the location of alternative machines and whether inability to pay due to machine failure absolves the driver from making payment or whether inability to pay means the driver is not permitted to park and is required to leave within the appropriate consideration period.

1. If the information cannot be displayed on the payment machine, it should be displayed as close to it as is reasonably practicable.
2. It is best practice for contact arrangements to include a telephone line available during the hours the controlled land is open to the public, in addition to an email and website address, though out of normal working hours the line may only provide a facility for leaving a recorded message save in the event of an emergency.
3. It is best practice for large parking premises requiring the use of on-site payment machines to provide multiple machines, e.g. on several floors of a multi-storey facility, and indicate on each where the next nearest machine is located.
4. It is best practice on controlled land where a parking tariff is payable for the operator to provide at least one alternative means of payment, e.g. cash or credit card, cash or pay-by-phone etc.

d) where ANPR or CCTV is used to manage parking, the information displayed must include the name and contact details for the parking operator where different from the contacts listed for the issues described in **9.1.2b**); and

e) parking operators must ensure that payment machines accepting cash must have signs on or nearby indicating:

- 1) Whether change will be given; and, if so
- 2) Contact details in the event of the correct change not being delivered.

## **9.2 Pay-and-display**

Where relevant obligations require the parking tariff receipt to be displayed in the parked vehicle, in addition to the information given in **9.1.2**, the parking operator must ensure the information provided includes clear instructions on where the receipt is to be displayed. A thorough check through the windscreen and side windows of a parked vehicle must be conducted before a notice of parking charge is issued for non-display of a receipt by a parking attendant.

Where a notice of parking charge is issued by post, it must include time-stamped images clearly showing that no receipt has been displayed and that the vehicle was clearly on the controlled land where the obligation to display applied. In the case of motorcycles and other vehicles, where display on a window or dashboard is not practicable, images must be taken of all locations where a receipt might be displayed. A copy of all the images must be retained by the parking operator along with a record of how they have guaranteed the accuracy of the time stamp.

*1. It is good practice to require that the parking tariff receipt be displayed on the dashboard of the vehicle, such that it should be clearly visible for inspection through the vehicle's windscreen, and for receipts issued on site to be made from appropriate materials so as not to be easily dislodged, e.g. by the closing of the vehicle doors (some systems require the driver to print the receipt e.g. when making payment online). In instructing drivers on where a receipt should be displayed it is advisable to suggest that the driver checks that the receipt is visible as required after closing all doors and securing the vehicle, and that they retain the receipt as proof of payment.*

*2. It is good practice to ensure the design of a "payment failed" slip is not liable to be mistaken for a parking tariff receipt.*

### 9.3 Keying errors

Where the terms and conditions require the driver to supply their vehicle registration mark at an on-site machine, by telephone or online, the parking operator must have and follow a documented policy and procedure to avoid issuing or enforcing a parking charge in respect of accidental keying errors, including the adoption of technologies that prevent keying errors e.g. by recording the VRM of vehicles entering the land and rejecting those which don't match on input, and physical checks of photographic images matched to make, model and colour of the vehicle as recorded by DVLA.

*1. Some common keying errors can be accommodated within the registration system, for example confusing the letter "o" with the numeric symbol "0"; more advanced systems that record the vehicle VRM on entry can be set up to reject VRMs if they do not match those of any vehicle on site.*

## 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-tickers 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

## 13. Consideration and Grace Periods on Private Land

As a matter of contract law, drivers need to be given an appropriate opportunity to understand and decide whether to accept the terms and conditions that apply should they choose to park a vehicle on controlled land. In pay-and-display premises, drivers need to have time to make the requisite payment before a parking period commences for the purpose of calculating the time a vehicle is parked in relation to the tariff payable.

The amount of time needed varies according to the nature and size of the premises, and in car parks open to the public includes the time needed to find and access a vacant parking bay, or to leave the premises should the driver decide not to park, hence the need for a consideration period before the contract between the driver and the parking operator is made and the parking period occurs. It is also a requirement to allow a grace period at the end of the parking period where parking is permitted.

Where a consideration period is completed, i.e. the driver is bound by the terms and conditions, because for example they have paid for parking, left the area or accepted the terms by remaining on site for a period of time, the driver may be required to make payment for the full period of time from the time of entry to the time of exit from the car park. Where this is the case, it must be made clear on the signage that payment is required for the period from entry to exit. If there is a free period which commences on entry then signage must also make that clear.

### 13.1 Consideration period

The parking operator must allow a consideration period of appropriate duration, subject to the requirements set out in Schedule 7, taking the following factors into account:

a) the time required for a driver to identify and access a parking bay appropriate to their needs;

1. For example, a driver seeking a Blue Badge parking bay or a parent and child parking bay, waiting for another vehicle to vacate a bay, returning to the vehicle to check the VRM, queuing at a payment machine, etc.

b) the time required for a driver to identify and read signs that display the parking terms and conditions, or the consequences of choosing to park where public parking is not invited;

c) the time required for a driver to identify and comply with requirements for payment;

2. This is particularly important for controlled land where the requirement is to pay and display a permit using on-site machinery, make an exact payment in cash using specific coins, or pay-by-phone or online through a process that could take several minutes.

d) the time required for a driver to leave the controlled land if they decide not to accept the terms and conditions;

e) the impact of the layout of the controlled land on 13.1a) to 13.1d);

f) the impact of the number of vehicles accessing the car park on 13.1a) to 13.1d); and

g) the impact of the volume of traffic within the controlled land on 13.1a) to 13.1d).

3. The consideration period ends at the point where there is evidence that the driver has, by parking, accepted the terms, conditions and restrictions applying (whether or not they have chosen to read them) which may be evidenced by the driver parking the vehicle and leaving the premises, paying the applicable parking tariff, or turning off the ignition of the vehicle and remaining stationary for more than 5 minutes.

### 13.2 Grace period

A grace period as set out at Schedule 7 to this Code must be allowed by the parking operator at the end of the parking period, such that in calculating whether a parking charge is due the permitted period allows for a grace period beyond:

- the time-limited period of permitted free parking, or
- the period for which pre-payment has been made where a parking tariff applies,

at public use car parks and private use car parks for the defined set of vehicles allowed, other than for clearly signed, designated 'short stay' locations.

*The grace period does not apply other than for the circumstances above where the driver has parked in compliance with the applicable terms and conditions – it does not apply in isolation so as to allow free parking up to the sum of the consideration and grace periods.*

### 13.3 Prohibition on stopping

The provisions of Schedule 4 of the Protection of Freedoms Act 2012 relate specifically to the parking of vehicles on relevant land and the recovery of parking charges – they arose from the need to respect landowners' interests given the introduction of the prohibition on wheelclamping, and so largely envisage circumstances where a wheel-clamp may otherwise have been applied i.e. to a stationary, generally unoccupied, vehicle. However, this Code also applies to instances where the prohibition on stopping arises from a clear security concern e.g. within airports. Parking operators must only pursue parking charges in instances that could be interpreted as stopping if they have explicit consent to do so on evidenced security or safety grounds from the IPC following audit of the adequacy of the signs and surface markings in place to inform drivers of the restrictions in place.

## 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 £70 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.

**15.7** Where a Parking Charge, that has been issued for a vehicle in a Public Use Car Park, is appealed in timeframes set out in 19.1.3 and it is evidenced the motorist;

- had paid fully for the parking, and
- had complied with all other conditions of parking, and
- Has received a Parking Charge due to a reasonable genuine error (it is unlikely to be a reasonable error, for example, where the driver makes the same error more than once having been informed of the error)

The motorist shall be given an opportunity to make a Reduced Settlement Payment of £20. The offer must be available 14 for days and clearly communicated to the motorist that appealing to the IAS will remove the ability to conclude with payment of £20.

**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 or 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 timeframes.

**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** The parking operator must have and follow a documented policy and procedure to receive, evaluate, make and record its decisions on complaints in a non-discriminatory manner, in accordance with the requirements of the accredited parking association (including escalation where the complainant is dissatisfied) to which it belongs, published on its website, including the action a complainant can take where dissatisfied with the operator's determination of their complaint. Where complaints will only be considered if received in writing (hard copy or by e-mail) the parking operator must ensure that the address to which complaints are to be sent is readily available e.g. on signs and on the operator's website.

**21.2** Where a parking operator receives a complaint that it considers to be or include an appeal against the validity of a notice of parking charge, the parking operator must also treat it as an appeal for the purposes of applying the timescales in section 19, and should inform the complainant as such unless and until it is clear that the complaint is not relevant to an appeal or the complainant informs the parking operator that they do not wish it to be so handled.

*It might not be immediately apparent that a complaint served as such relates to one or more specific notices of parking charge, possibly by way of a clarification that reveals that an appeal would be worthwhile, hence parking operators are advised to record and handle complaints as appeals until they are found conclusively not to be so or patently refer to matters not relevant to the validity of a notice of parking charge.*

**21.3** A complaint must be acknowledged by the parking operator within 14 days of its receipt unless exceptional circumstances apply, in which case the complainant must be kept informed by the operator.

*For a small operator, there might from time to time be limited administrative capacity to handle communications, e.g. due to staff sickness.*

**21.4** A full response to a complaint must be provided by the parking operator within 28 days of its receipt unless exceptional circumstances apply, in which case the complainant must be kept informed by the operator.

**21.5** When a complaint is received, the parking operator must record, retain for 36 months, and make available on request to authorised bodies:

- a) the date of complaint;
  - b) a copy of the complaint;
  - c) a copy of all correspondence;
  - d) the outcome; and
  - e) the details of any corrective action required and undertaken to ensure the situation does not recur (where the complaint has merit), including such advice as may have been given to the complainant; with personal data redacted as appropriate in accordance with the [GDPR](#).
- The name and contact details of the complainant should be removed from the record once the complaint is resolved

**21.6** The parking operator must maintain a register showing the last 36 months of complaints for review by authorised bodies.

It is best practice for parking operators routinely to review complaints for evidence of patterns or repeated concerns which might require a review of procedures, refreshing, rephrasing and clarification of guidance or retraining of staff.

**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 tariff 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-ticketers) 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 October 2023. The aspects of the code which have changed and are applicable to locations where vehicles are managed with parking charges are applicable only to new locations managed by an operator.

**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-ticketers) issue Parking Charges fraudulently.

# Schedule one – seven

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# Signage

## Schedule 1

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

There must be colour contrast between the text and its background. 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.

Signs must be readable and understandable at all times, including during the hours of darkness or at dusk, if and when parking enforcement activity takes place at those times.

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 (important note – These requirements relate to new locations where entrance signs are installed after 1st January 2024. For entrance signs obligations pre-2024 see version 8 of the IPC Code)**

Signs at the entrance to a parking area must clearly show the type of parking available and if, when and how any payment is required to be made. If public parking is not welcomed, that must be made clear. If public parking is welcomed, but subject to a tariff, then the existence of the tariff must be made clear. If one of the standard wordings in Table A.1 applies, then the standard wording should be used.

If none of the standard wording applies, alternative wording may be used. Words in square brackets may be omitted.

There should be at least one item from Group 1 in Table A.1 on the sign. However, no more than three items from Group 1 should appear before, and more prominently than, text from Group 2. The sign must state that terms and conditions apply and state where drivers can find more details (usually on other notices within the land).

If there are different payment terms for Blue Badge holders, such terms must also be displayed. The words “Blue Badge holders” should generally be replaced or accompanied by display of the Blue Badge symbol (exactly as shown in the Traffic Signs Regulations Guidance Document, not a local version).

Table A.1 – Entrance sign wording

| Group 1   | Group 2  |
|---|--|
| Pay and display [except/free for Blue Badge holders]                  | Charges apply [after this] [after x minutes/hours] |
| [x minutes'/hours'] free parking [for {business name} customers only] | Private land                                       |
| Pay on exit   | Terms and conditions apply                         |
| Pay [on foot/at machine] when leaving                                 | See the notice[s] [in the car park] for details    |
| Parking for [business name] customers only                            |  |
| Permit holders only   |  |
|   |  |

The capital height for Group 1 text in Table A.2 depends on the approach speed of traffic. Group 2 text must be at least 50% of the size of Group 1 text. All other text must be smaller than 50% of the Group 1 text size. The name of the car park or parking area, or a brief welcome message (if included), may be larger.

Table A.2 – Entrance sign text size

| Situation  | Typical approach speed (mph) | Minimum capital height for Group 1 text (mm) |
|--|------------------------------|--|
| Barrier control  | under 10                     | 50   |
| Parking area entered immediately by turning off a 30 mph road            | 15                           | 60   |
| Car park entered from higher-speed road or using a length of access road | 25                           | 90   |
| Service areas on motorways and dual carriageways                         | 40                           | 120  |

The sign should be placed so that it is readable by drivers without their needing to look away from the road ahead. Any text on the sign not intended to be read from a moving vehicle can be of a smaller size.

### Entrance Signs should:

1. make it clear that the Motorist is entering onto private land;
2. 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 use 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.



# Recovery of Parking Charges

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## Schedule 2

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.

# Notices

## Schedule 3

### 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.

# Compliance & Complaints

## Schedule 4

### Operators Internal Complaints Procedure

All Operators must have an internal Complaints register to record all written complaints. Operators must record the following:

1. date of complaint;
2. the complainant;
3. copy of complaint;
4. copy of all correspondence;
5. outcome;
6. 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 maintain a register showing the last 36 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](mailto:mp.enquiries@theipc.info).*



## Complaints to the IPC

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

- 1.date
- 2.complainant
- 3.operator (if applicable)
- 4.site (if applicable)
- 5.nature of complaint
- 6.response from Operator
- 7.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   |
| Issuing parking charge on land which has not been audited   | 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  |
| <p>Factors indicating higher culpability</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>Factors indicating lower culpability</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>Factors indicating a higher degree of harm</p> <ol style="list-style-type: none"> <li>1. Personal Keeper's Data compromised or used or obtained inappropriately.</li> <li>2. Breach affects several people.</li> </ol>   | <p>Factors indicating a lower degree of harm</p> <ol style="list-style-type: none"> <li>1. Personal Keeper Data not compromised or used or obtained improperly.</li> <li>2. Little or no loss to consumer or gain to operator.</li> </ol>        |       |

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.

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.

# Auditing

## Schedule 5

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 etc...)**

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.

# Independent Appeals Service

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## Schedule 6

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](http://www.theIAS.org).



# Consideration & Grace Periods

## Schedule 7

The purpose of this Annex is to distinguish between and set best practice and mandatory minima for the consideration and grace periods that parking operators are required to apply in circumstances where a parking charge might otherwise arise on controlled land where public parking is invited subject to the application of terms and conditions.

The significance of whether parking has taken place is that it means the driver has, by virtue of parking the vehicle, accepted the contractual terms attached to the controlled land in question.

There is a marked difference between:

a) the period appropriate for a driver entering controlled land where public parking is invited, potentially free of charge for a period, to decide whether or not to park subject to the applicable terms and conditions, since by parking or by paying on site at a pay-and-display location they will be deemed to have entered into a contract with the parking operator accepting those terms; and

b) a driver mistakenly or deliberately:

1) parking on controlled land where public parking is not welcome (e.g. residents' only parking at apartment blocks);

2) stopping in areas within controlled land reserved for particular users or classes of user to park (e.g. staff parking, bays reserved for Blue Badge holders, or loading bays);

3) stopping on the carriageway of roads on land where stopping is not permitted (e.g. on roads within airports).

**B.1** The minimum consideration and grace periods listed in Table B.1 must be applied by parking operators in respect of controlled land where public parking is invited, subject to the driver complying with such other conditions as may apply i.e. no consideration or grace period would apply to a non-blue-badge holder occupying a reserved blue-badge space more than momentarily.

**B.2** Parking operators will have their consideration periods audited during the site audit process which before issuing a parking charge based upon them.

**Table B.1 Controlled land open to the general public for parking**

| Type of Land  | Scale of premises | Minimum Consideration Period (mins) | Grace Period (mins) | Entrance Sign to display |
|---|-------------------|-------------------------------------|---------------------|--------------------------|
| <b>Open to the public</b>   |                   |                                     |                     |                          |
| Free for a period of 30 minutes or more   | < 500 spaces      | 5                                   | 10                  | Duration of free parking |
| Free for a period of 30 minutes or more   | >500 spaces *     | 10                                  | 10                  | Duration of free parking |
| Tariff for parking - pay up front for specified period (e.g. pay-and-display)               | n/a               | 5                                   | 10                  | Parking tariff applies   |
| Tariff for parking - pay on departure (e.g. before returning to vehicle or at exit barrier) | n/a               | 5                                   | 10 **               | Parking tariff applies   |
| Tariff for parking - booked in advance *** (e.g. on-line)                                   | n/a               | n/a                                 | 10                  | Parking tariff applies   |
| <b>Restricted</b>   |                   |                                     |                     |                          |
| Tied to an event ****   | n/a               | 5                                   | 10                  | Specify permitted use    |
| Tied to custom *****  | n/a               | 5                                   | 10                  | Specify permitted use    |
| Short-stay  | n/a               | n/a                                 | 10                  | Specify permitted use    |
| Permitted users *****   | n/a               | n/a                                 | 10                  | Specify permitted use    |

\*In exceptional circumstances the design of the controlled land may be such that a shorter – less than 5 minutes – may be appropriate. In such cases the IPC must give approval to the period, record the rationale for that decision and notify the [scrutiny body].

\*\* Needs to recognise how long it could reasonably take to travel from the payment machine to the vehicle and thereafter to the exit

\*\*\* In the event that parking is pre-booked, e.g. on-line, there need be no consideration period where the terms and conditions of booking have been made available at the time the booking was made

\*\*\*\* Dependent on the terms applied – the grace period is only relevant where the permission to park, whether free, subject to a tariff, or linked to the purchase of a ticket to an event, is time limited.

\*\*\*\*\* Where the provision of parking on controlled land is tied to patronage of particular premises e.g. to a retail outlet, salon etc

\*\*\*\*\* Permitted users include hotel guests with booked parking or people with hospital appointments where time-limited parking restrictions apply.

*1. It is important to stress that the consideration period is the amount of time a driver has to decide whether or not to park, including the time needed to find an available parking space. Should the driver decide to do so within the consideration period, e.g. by purchasing a pay-and-display tariff ticket in less than 5 minutes, or if there is evidence that the driver has left the location e.g. by observation by an attendant, the consideration period is deemed to have expired, other than for pay-on-exit premises.*

*2. Some parking facilities are only open to the public – generally ticket holders – when specific events are running e.g. music festivals or sports events where parking is on land not generally open to public parking. A consideration period could still be relevant to the driver understanding such terms and conditions as may apply where they had not been made available in advance e.g. when tickets to attend had been booked, or where pre-booking of tickets for the event was not obligatory.*



The IPC, PO Box 662, Macclesfield, SK10 9NR



[www.theipc.info](http://www.theipc.info)