



## **Traffic Monitoring Services Code of Practice**

Secure Parking Pty Ltd ("Secure") have been contracted by private landowners (or landlords) to provide traffic management and enforcement services on behalf of the owners of private land which is made available for authorised parking, at the landlord's sole discretion. Secure has engaged Traffic Monitoring Services Pty Ltd ("TMS") to provide the associated enforcement services.

Landowners clearly have the right to control the use of their private land; this includes the nature, extent and conditions associated with any parking on their land. If drivers trespass on private land or break the terms and conditions for using the designated car parking areas, there must be recourse for the landowner. The right to recourse is based on the economic, financial and opportunity loss to the landowner through the unauthorised use of the car park. However, the landowner, Secure and TMS recognise any recourse action must be done fairly and take account of the needs of the user, including the need for the user to be fully informed.

In an attempt to improve the management of private land parking, Secure and TMS have developed a Code of Practice ('the Code') to which we will hold ourselves accountable when providing services to private land owners and dealing with drivers that park on private land.

The Code describes our 'best practice' arrangements for dealing with the public and the landowner while fulfilling our contractual obligations to our clients.

All employees and contractors of Secure and TMS have agreed to support and uphold the principles of the Code.

### **1. Objective**

The main objective of the Code is to make sure that Secure and TMS act responsibly, effectively and efficiently when they:

- enforce the terms and conditions of parking in private car parks
- are deterring unauthorised parking on private land

In particular, the Code of Practice is intended to make sure that Secure and TMS when carrying out enforcement actions, treat drivers fairly; this means that:

- any fees drivers have to pay will be reasonable
- drivers who inadvertently breach the terms and conditions of the car park are to be given the benefit of the doubt
- the service they receive will be of good quality
- Secure and TMS will act promptly, using efficient and appropriate administrative procedures

The Code is designed to set out the minimum standards by which TMS will be judged by any stakeholder, being Secure Parking, the landlord or the driver.

## 2. Driver's Responsibility

The Code of Practice is based on the understanding that the drivers and TMS will deal with each other in a respectful way, which means drivers:

- accept that a landowner has the right to set out the terms on which drivers can enter their land
- accept that TMS has the right to manage the parking on behalf of a landowner
- take reasonable steps to read the signs at the car park
- drive safely and act responsibly whilst using the parking facilities
- act responsibly towards the staff managing the car park
- give TMS the opportunity to answer any queries
- use TMS's appeal service in an honest and fair way

## 3. Secure and TMS's Responsibility

In complying with the Code, Secure and TMS endorse and commit to the following key principles of operation:

- 3.1. **Education** - the primary role of the enforcement service is to educate, assist and provide information on the terms and conditions of a car park to drivers so they comply with those conditions and avoid any enforcement activity
- 3.2. **Transparency** - all car parks are to be well signed, enforcement vehicles and staff and to be branded and readily identifiable as TMS operators and no notices will be issued unless clear evidence of the breach of terms and conditions is obtained
- 3.3. **Fairness** - always give the driver the benefit of the doubt, ensure all grace periods are observed, enforcement is only to be used when absolutely necessary and no enforcement quotas are to be utilised
- 3.4. **Appeals** - Secure and TMS have documented procedures for dealing fairly, efficiently and promptly with complaints, challenges and appeals and material discounts are always available for drivers who pay any additional enforcement charges in a timely manner
- 3.5. **Professionalism** - all TMS staff are to be trained, uniformed and assist drivers where possible (e.g. move trolleys out of parking bays etc) and all cars are to be kept tidy, clean and in good repair
- 3.6. **Confidentiality** - all information collected is kept in a confidential and secure manner and is not used for any other purpose other than enforcing the terms and conditions of the car park and any information obtained from public authorities will only be used in the manner dictated by those authorities or any Court instructions (where applicable)
- 3.7. **Authorisation** - all enforcement service arrangements must be supported by a signed agreement with the landlord based on a fee for service, which does not rely solely on infringement income

The manner in which the enforcement service is provided is outlined in a detailed manual; the following outlines some of the key policies that are contained in the manual.

#### **4. Education**

- 4.1. The terms and conditions of the car park are to be clearly displayed in the car park, including at any of the entrances of the car park, which includes any fees associated with the use, whether authorised or not, of the car park
- 4.2. As well as at the entrance to the car park, there must be enough signs placed in other locations throughout the car park so that drivers are given the chance to be aware of the risk of non adherence to the terms and conditions of the car park and the possible enforcement activity
- 4.3. Signs will show in plain and intelligible language, all terms on which Secure and TMS may wish to rely upon when providing enforcement services
- 4.4. Secure and TMS will continue to work with the relevant consumer affairs authority to ensure the terms and conditions of the car park are drafted in manner that is considered clear and explain the drivers rights and obligations when entering the private car park

- 4.5. When Secure and TMS begin to manage / patrol a new car park, as part of our commitment to education, there will be a reasonable period, not exceeding 2 weeks, when drivers are provided information on the operation of the car park and possible enforcement activity; during this period no breach notices will be issued, but advice that enforcement activity will commence in due course, may be distributed

## **5. Transparency**

- 5.1. Secure and TMS will never misrepresent to the public that the parking control and enforcement work they conduct on behalf of the landowner is so under the statutory power of the police or any other public authority
- 5.2. Any signage will be clearly branded TMS and/or Secure and the fees outlined on any signs shall be inclusive of GST
- 5.3. Any breach notices issued will:
  - 5.3.1. not be in a form that may be confused with a parking ticket issued by police or any other public authority
  - 5.3.2. provide clear details of any unauthorised parking, including the associated fee(s)
  - 5.3.3. outline the payment terms and various payment options
  - 5.3.4. provide prominent and clear instructions regarding options and discounts for early payment of fees
  - 5.3.5. include details of how to appeal against the breach notice
- 5.4. When a breach notice is issued, it must be placed on the vehicle in a way that is secure but which does not cause damage to the vehicle
- 5.5. Any vehicles used to undertake enforcement activity must be clearly branded TMS; in exceptional circumstances, if there is a risk of serious personal injury to our staff, the branding may be temporarily removed, but will be replaced as soon as it is possible
- 5.6. TMS staff will respond to any queries within 2 working days and a detailed FAQs facility is available at [www.trafficmonitoringservices.com.au](http://www.trafficmonitoringservices.com.au), which will include full details of, inter alia, the appeals process and a copy of this Code

## **6. Fairness**

- 6.1. The additional charge associated with a breach notice will be fair and reasonable taking into account, the potential lost income to the landlord from the unauthorised use of their car park, the cost of obtaining the driver's registration details and that of the associated administration in seeking payment of a breach notice; such charges can be reviewed and altered as circumstances change
- 6.2. A breach notice will never be issued in the following circumstances:
  - 6.2.1. the car concerned is an ambulance, fire or police vehicle
  - 6.2.2. the car is displaying a valid disabled sticker, where the landowner provides a concession for a disabled person
  - 6.2.3. vehicles that have complied with the terms and conditions of the car park, including the allowance for a 15 minute grace period
- 6.3. Secure and TMS standard conditions will include substantial discounts on any fees should they be paid on the day of the breach or within 14 days of the breach notice being issued; multiple payment options will be provided, which depending

on the car park, may include payment on site, via the internet, over the phone or via the mail

- 6.4. A driver will be given a reasonable time to pay a breach notice or rejected appeal, which shall be at least 35 days from the issuing of letter seeking payment or notification that an appeal has been upheld; reasonable requests to pay by instalment will not be rejected
- 6.5. Secure and TMS will never have formal enforcement quotas for the sites it operates or staff it employs
- 6.6. The process for recovering fees due from unpaid breach notices will involve:
  - 6.6.1. seeking a Court order for the relevant statutory authority to release the registration details of the respective drivers (unless authority has already been granted for automatic access to those details)
  - 6.6.2. issuing a reminder notice to the driver requesting payment of the breach notice, or invite them to appeal, should they disagree with the details of the breach notice
  - 6.6.3. should the money remain outstanding, issuing a final reminder notice, through TMS's lawyers
  - 6.6.4. if no money is then forthcoming TMS reserve the right to engage the services of a debt collector and/or seek Court orders for payment of outstanding monies
- 6.7. Secure and TMS reserve their rights to recover their reasonable costs associated with each of the recovery steps outlined above

## **7. Appeals**

- 7.1. TMS has clear procedures to deal fairly, efficiently and promptly with complaints, challenges and appeals; these procedures give the driver the opportunity to challenge the receipt of a breach notice
- 7.2. If a driver challenges the issuing of a breach notice, our staff will explain the basis of the breach notice and provide adequate evidence to support the assertion that the terms and conditions of the car park have been breached
- 7.3. If a driver continues to challenge the issuing of a breach notice, they will be directed to submit a formal appeal in writing via the relevant website or via direct mail to TMS
- 7.4. If an appeal is received:
  - 7.4.1. all work on seeking payment of the breach notice will cease until the appeal is dealt with
  - 7.4.2. confirmation of receipt of the appeal and the temporary cessation of any action will be provided to the driver within 72 hours
- 7.5. TMS will deal with the appeal and communicate, in writing, its intended action within 14 days of receipt of any appeal; this will be either:
  - 7.5.1. cancelling the breach notice and taking no further action, other than informing the driver
  - 7.5.2. upholding the breach notice and explaining why it was issued and why it should be paid

- 7.6. Unless the driver is a known repeat offender of the terms and conditions of a car park, Secure and TMS will err on the side of cancelling a breach notice, where the driver can demonstrate that they were a valid user of the car park (e.g. a shopper at a shopping centre car park), they were unduly delayed in returning to the car park, through no fault of their own making or similar reasons for the unauthorised use of the car park
- 7.7. Detailed records of all appeal activity, decisions and evidence will be maintained and can be inspected by the driver, upon request and submission of proof of identity

## **8. Professionalism**

- 8.1. All staff used in enforcement activity will:
  - 8.1.1. be competent in their role, which will be achieved through initial and ongoing training in TMS's policies and procedures
  - 8.1.2. be smartly dressed in a TMS branded uniform
  - 8.1.3. have a current driver's licence
- 8.2. Secure and TMS will utilise industry proven technology to ensure the accuracy of any enforcement activity including licence plate recognition (LPR), sensor and hand held enforcement equipment and back-office administration software
- 8.3. In support of any breach notice, other than LPR enforcement, there will be a minimum of 3 photographs of any unauthorised parking showing the nature of the breach; such photographs shall be clear, focussed and include a date and time stamp
- 8.4. Support for a breach notice issued through LPR enforcement will depend on the operating conditions of the car park, but will store sufficient evidence to demonstrate non-compliance with the terms and conditions of the car park

## **9. Confidentiality**

- 9.1. Secure and TMS are obliged to keep detailed records of all car park activity, including details of any enforcement activity; this is to both provide evidence of non-compliance of a car park's terms and conditions and as support for any application to a Court to obtain registration details
- 9.2. All records will be kept confidential, with only the minimum number of authorised staff or contractors having access to that information.
- 9.3. Information collected from enforcement activity will only be used for that purpose and will not be used in any other part of Secure or TMS's businesses
- 9.4. Information will not be treated as confidential if it is in the public domain, or enters the public domain, but not through any action of Secure or TMS.
- 9.5. Information may be disclosed if required by court order.

## **10. Authorisation**

- 10.1. Secure and TMS will always obtain written authorisation of the landowner before carrying out parking control and enforcement work at the car park
- 10.2. The written authorisation must stipulate:
  - 10.2.1. Secure and TMS must keep to the Code of Practice
  - 10.2.2. the definition of the land which is subject to the enforcement activity
  - 10.2.3. the definition of the enforcement activity

- 10.2.4. the terms and conditions of the car park, including an restrictions on hours of operation
  - 10.2.5. who is responsible for the installation and maintenance of signage
  - 10.2.6. the landowner's approach to fee recovery from unauthorised parking
  - 10.2.7. the remuneration that is to be received from the landowner for the service provided, which will not be based solely on enforcement income
  - 10.2.8. a minimum public liability insurance cover by Secure and TMS of \$20 million
- 10.3. Secure and TMS will only seek registration details through the appropriate legal process and having obtained those details will only use them in the fashion dictated by the relevant Court or Authority

## **11. Complaints**

Secure and TMS commit to fully complying with the aforementioned Code of Practice and its underlying principles, however, should a driver, after dealing with Secure or TMS feel they have an unresolved grievance, they are encouraged to approach the Australian Parking Association or State based consumer affairs authority and raise their concerns.

## **12. Media**

Secure and TMS have an open and transparent policy when dealing with any media interest in, or coverage of, enforcement services; landlords will however be consulted about any media issues prior to any public statement or representations by Secure or TMS.