

Code of Conduct for Wheel Clamping on Private Land

1 October 2012

Objective of Code

The main objective of this Code is to ensure that when it is necessary to wheel clamp a vehicle to deter illegal or unauthorised parking on private land, it is undertaken in a fair and responsible manner.

The Code sets out the circumstances under which we may clamp a vehicle and your rights if you believe we have breached the Code.

The Code is intended to ensure that if your vehicle is clamped, you will not be penalised by excessive charges, low quality service, vehicle damage, poor response times or unnecessary immobilisation.

The Code also sets out our undertakings to have trained and professional staff who treat you with fairness and respect.

The signatories to this Code are:

Comprise Group

Egmont Security

Tournament Parking Ltd

Valley Parking Ltd

Wilson Parking Ltd

Clear Signs

To ensure you are well informed of the parking conditions and the consequences if you do not comply with those conditions, we will always have signs that:

- are clearly visible and readable
- are concise and written in easy to understand language
- are marked “Attention” or “Warning”
- explain the conditions of parking
- set out how and when enforcement action may take place
- tell you our name and 24 hour contact details
- advise you of any enforcement fee, for example, the fee for removing a wheel clamp and how you may pay that fee
- advise you that we must comply with this Code.

We will make sure our warning signs are placed where you are most likely to see them, including, where possible, at the vehicle entry points.

We will make sure our signs are adequately lit or positioned to ensure visibility during all hours when wheel clamping may occur.

Situations when we will not clamp

We will not clamp emergency vehicles or any vehicle that may block the exit of an emergency vehicle.

We will not clamp your vehicle if:

- we do not have prior written consent to do so from the Land owner
- the warning signs do not comply with this Code
- our employees are not in uniform and do not carry our official identification
- your vehicle has overstayed the permitted time by less than 10 minutes and is otherwise correctly parked
- the driver is present with the engine running

- your vehicle has had a clamp removed less than 30 minutes before and it remains in the same position.

Situations where we may clamp you

We have the right to clamp your vehicle if we meet all of the following conditions:

- we have the Land owner's authority to do so
- your vehicle is unauthorised to be where it is parked, or you have breached our parking conditions
- there are warning signs which comply with this Code
- if we clamp, then we clamp at least one wheel on the driver's side of the vehicle and leave a warning sticker on the driver's door window.

What we agree to do if we clamp you

When we clamp your vehicle, we will place a warning sticker on the driver's door window that:

- tells you there is a clamp on your vehicle
- when and why your vehicle was clamped
- gives you our contact details
- sets out the fee for removing the clamp and how you may pay that fee.

When we clamp your vehicle, we will take photographic or video evidence that clearly identifies your vehicle and why we were entitled to clamp it. We will keep this evidence on file for one year. If you ask to see that evidence, we will provide you a copy within 14 working days.

We will only use wheel clamps that will not damage your vehicle either by their design or the way we use them.

We will release your vehicle as soon as reasonably practicable after you request us to do so. We will always release it within one hour of that request and on receipt of payment.

Fees and payment

We will make sure that the fees we display are accurate, GST inclusive and include all charges. If we charge extra for credit card payments, we will clearly say this.

The fees we charge you for clamping will be fair and reasonable and will never exceed \$200.

We will make it easy for you to pay by accepting EFTPOS, cash and credit card payments.

When you make payment, we will give you a receipt and information on how you can make a complaint to us. This receipt will include:

- your name (if you gave it to us)
- how you paid and the amount
- our contact details
- the registration number and vehicle make and model
- where, when and why you were clamped.

If we clamp you when we shouldn't have

If we clamp your vehicle when we shouldn't have, we will immediately release it. We will not charge you any fees and will refund any fees you have already paid.

We will also give you written information on how you can make a complaint.

How we will deal with your complaint

You may complain to us if you believe we have breached our obligations to you under this Code.

We will explain our complaints process and make sure there is clear information on our website about it, or provide that information to you in writing.

We will work with you to resolve your complaint in a fair and reasonable manner. If we have breached this Code, we will refund any money you have paid to us.

We will respond to your complaint in writing within 14 working days. We will advise you of your right to file a claim in the Disputes Tribunal if you are unhappy with our response.

If you file a claim in the Disputes Tribunal against us, it will be our responsibility to prove we have complied with this Code.

We will keep a record of your complaint for two years.

What you can expect from us and our employees

Our employees will have the skills to competently carry out their work and at all times will:

- behave lawfully and responsibly
- treat you with fairness and respect
- behave in a professional and courteous manner
- act within the limits of the authority of their position.

Our employees will not:

- demand or accept financial or other incentives from you
- mislead you about your rights
- fail to account for keys, money or property
- use force or threatening behaviour.

You will always be able to identify our employees by their uniform and identification card/badge.

You have the right to inspect their identification card/badge, which must include:

- a photograph of the employee and their identification number
- our name, contact details and logo.

All of our employees hold a Certificate of Approval issued by the Ministry of Justice and/or a V Endorsement issued by the New Zealand Transport Authority.

What we agree with Land owners

We will not clamp your vehicle unless we have a written contract with the Land owner authorising us to do so. This contract must include this Code as part of its conditions.

The contract will:

- adequately identify the area where parking is being enforced
- set out the conditions where clamping may occur
- identify who is responsible for all aspects of signage.

We will not give commission to Land owners or include it in the fees we charge you.

If we sub-contract our services or use an agent, the contract governing that service must include this Code as part of its conditions.

Insurance

We will carry adequate public liability insurance to meet reasonable claims for damages and expenses.

Abandoned vehicles

If we suspect a vehicle has been abandoned, we will contact the relevant enforcement agencies.

What we mean by...

Driver, is the person that was driving the vehicle before it was clamped or the person that is responsible for that vehicle, including the registered owner.

Land owner, is the owner or lawful occupier of any piece of private land, or their agent.

We or our, is any person or business who has agreed to be bound by this Code, including their agents, employees, contractors, and subcontractors.

Wheel clamp or clamp, is the immobilising of a vehicle by attaching a clamp or by restricting its movement in some other way.

You or your, is the registered owner, driver or passenger of the vehicle affected by our conduct.