

Code of Practice for Parking Enforcement on Private Land New Zealand



Version 2.2
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A General Conditions

1 Glossary

NZPA means the New Zealand Parking Association Incorporated.

Code means this Code of Practice for Parking Enforcement on Private Land; Version 2.2, July 2025 and any future versions as updated by NZPA from time to time in accordance with clause 3.2.

Motorist is the person driving the vehicle at the time the alleged breach of the parking terms and conditions occurred.

Mobility Parking Permit is the authority card issued by CCS Disability Action Inc. to motorists who meet the eligibility criteria published on the CCS Disability Action website.

Motochek is the Motor Vehicle Register governed by Waka Kotahi, New Zealand Transport Agency.

Breach fee means a charge arising when a motorist, who breaches the terms and conditions of parking on private land, agrees to a charge that is advertised in the parking contract; for example, an overstay by parking without permission. It does not mean the normal parking tariff for parking, which are outside the scope of the Code.

Parking contract is the agreement between the motorist and the owner or operator of a private car park. The contract is offered by the signage and accepted when the motorist initiates a parking event.

PBN means Parking Breach Notice; being a breach notice which has been issued. It may be either affixed to the vehicle or delivered via post or electronic mail when there is evidence to believe that terms and conditions of parking on private land have been breached.

PBN to Motorist is a breach notice which has been issued to the motorist.

PBN to Registered Person is a breach notice which has been issued to the person responsible for the vehicle.

Parking event occurs when a vehicle enters a private car park, and continues until the vehicle exits the private car park, regardless of duration of stay, location of being stationary, or if the vehicle becomes stationary or not.

Parking tariff is the fee that motorist is required to pay for parking in a private car park.

Private car park means any car park that is on private land and not subject to statutory control.

Registered person as defined by Waka Kotahi is the person registered as the legal owner of the vehicle.

Waka Kotahi NZ Land Transport Agency is a Crown entity governed by a statutory board under the Land Transport Management Act 2003.

Working day means any day other than a Saturday, Sunday, or a public holiday.

‘We’, ‘Us’, or ‘Our’ means NZPA.

‘You’ or ‘Your’ means any Individual, Company or Organisation that is an NZPA Member together with its Delegates.

2 Introduction

- 2.1 The NZPA is an independent body which represents, promotes, and influences best practice in the parking sector throughout New Zealand. The Code was established in 2015 specifically to provide guidance to businesses involved in managing parking on private, unregulated land to ensure fair and reasonable treatment of users. The Code is owned and managed by the NZPA on behalf of its members.
- 2.2 The aim of the Code is to describe 'best practice' for people and organisations that conduct parking management business on private land. The Code describes the objectives of these systems and procedures, and the standards of conduct and practice within which NZPA members should operate. To become a member of the NZPA, parking operators must affirm that they comply with the Code.
- 2.3 The Code articulates the standards of conduct and practice for NZPA members. However, it is crucial to note that in the event of any conflict with any applicable legislation, the said legislation will take precedence.
- 2.4 When there is relevant legislation and related guidance, this will define the minimum obligations and operational conduct standards for all parking operators. Examples of relevant law and guidance within this sector are:
- (a) contract law;
 - (b) tort of trespass;
 - (c) data protection law;
 - (d) consumer protection law;
 - (e) Waka Kotahi conditions of use for authorised user access; or
 - (f) equalities law.
- 2.5 By creating the Code, the NZPA has set out professional standards for the parking industry by which you will be judged by anyone coming into professional contact with you. Members of the public should be able to expect lawful, professional, diligent, and reasonable actions from you.
- 2.6 Every NZPA member may display the NZPA logo within its collateral, making clear to the public that they uphold and comply with the Code.
- 2.7 The Code covers the operation of parking on private land. This includes:
- (a) designing and using signs;
 - (b) using associated car park management systems;
 - (c) management and enforcement operations;
 - (d) issuing and processing a PBN or other notice; or
 - (e) appropriate parking tariffs and breach fees.
- 2.8 The Code does not cover on-street or off-street parking control and enforcement led by local authorities and regulated by, for example:
- (a) the Land Transport Act 1998;
 - (b) the Land Transport Management Act 2003;

- (c) the Land Transport Amendment Act 2011;
- (d) the Land Transport (Approved Vehicle Surveillance Equipment) Notice 2015;
- (e) the Land Transport (Infringement and Reminder Notices) Regulations 2012; or
- (f) the Land Transport (Administrative Fees for Recovery of Unpaid Tolls) Regulations 2008.

These are covered by detailed statutory control and regulation and can include:

- (a) immobilisation;
 - (b) removal of vehicles; or
 - (c) issuing infringement notices, penalties, and fines.
- 2.9 A key issue for any organisation or person managing a private car park is to make sure any PBN issued is paid. To do this, they may need to obtain the details of the registered person of the vehicle in question from Waka Kotahi. Private car park operators must be authorised by Waka Kotahi to request this information.
- 2.10 Where parking on land is subject to Council Bylaws, you must ensure that your practices are compliant and not prohibited.

3 Code Administration

- 3.1 The Code is prepared and maintained in consultation with the NZPA membership and a wide range of appropriate advisory bodies.
- 3.2 The Code will be reviewed by the NZPA, at appropriate intervals, to make sure that it remains relevant. Changes that the NZPA considers to be minor will be made when appropriate. Changes that the NZPA considers to be major will have a consultation process. In both instances, any changes made to the Code will be notified to the members.
- 3.3 The development and continued revision of the Code will be a collaborative effort, bringing together a wide and diverse group of stakeholders who share a strong interest in its content. Their active involvement and perspectives will help shape the Code to reflect a balance of needs and priorities. These stakeholders will include:
- (a) the NZPA;
 - (b) private car park operators;
 - (c) related consumer groups; and
 - (d) Waka Kotahi.
- 3.4 The Code is available for download from the NZPA website.
- 3.5 Any suggested amendments or submissions should be emailed to secretary@nzparking.com for review.

4 Conditions

- 4.1 NZPA CoP Subscribed member applicants must:
- (a) sign a declaration affirming compliance with the Code and its principles; and
 - (b) pay the appropriate fees set by the NZPA.

- 4.2 To hold and renew NZPA CoP Subscribed Membership status you must adhere to the conditions of the Code (including those outlined in clause 4.1). If you do not adhere to the conditions of the Code, the NZPA can withhold and revoke membership.
- 4.3 Under the Code, you must adhere to all the requirements laid down by law. The Code reflects our understanding of the law at the date of publication. However, you are responsible for familiarising yourself with the law on any activities covered by the Code.
- 4.4 It is also a condition of the Code that, if you receive and process vehicle, motorist, or registered person data, you must:
 - (a) adhere to the Privacy Act 2020; and
 - (b) comply with Waka Kotahi requirements concerning the data.

5 Warranty and Disclaimers

- 5.1 We will not be liable for any losses that you, or any third party, incur in:
 - (a) complying with the Code;
 - (b) not complying with the Code; and
 - (c) being denied the facility to request vehicle information from Waka Kotahi.
- 5.2 The Subscribed member agrees to defend, indemnify, and hold harmless the NZPA, its officers, employees, and agents from and against any and all claims, demands, actions, suits, losses, liabilities, costs, and expenses, including reasonable attorneys' fees (collectively, "Losses"), arising out of or resulting from the Subscribed members breach or violation of the Code of Practice, as provided and as may be updated from time to time. This indemnity obligation shall apply regardless of whether the Losses arise from the acts or omissions of the Subscribed member, its employees, subcontractors, or agents.

6 Written Authorisation of the Landowner

- 6.1 You must have the written authorisation of the land owner (or their appointed agent) to conduct all the operational aspects of car park management for the site that you are responsible for before you can start operating on the land in question.

7 Professionalism

- 7.1 The Code is based on the understanding that operators, motorists, and registered persons should deal with each other in a respectful way. This means that as a subscribed member of the Code, you must ensure that all operational staff maintain a professional standard of behaviour in performing your operational duties, dealing with motorists, registered persons, and other members of the public in a professional, reasonable, and courteous manner.
- 7.2 Within that context, we believe that motorists or registered persons ought to:
 - (a) accept that a landowner has the right to set out the terms on which motorists can enter their land;
 - (b) accept that an authorised operator has the right to manage the car park on a landowner's behalf;

- (c) take reasonable steps to read the signs and any other appropriate information at a site;
- (d) drive safely and act responsibly while using a private car park;
- (e) act responsibly towards the staff managing the private car park;
- (f) give you the opportunity to answer any questions, and remedy disputes; and
- (g) use the appeals process in an honest and fair way.

7.3 You must respect the needs of the emergency services to perform their duties without you taking enforcement action against them. This means that you must not issue a PBN to:

- (a) Emergency response vehicles being used for operational fire, police, or ambulance purposes; and
- (b) Medical response vehicles being used by a health worker for urgent attendance, and the vehicle is displaying a Te Whatu Ora Health New Zealand badge.
- (c) Should a PBN be issued to an emergency services vehicle as above, the PBN must be waived upon notice from the relevant emergency service without delay.

8 Training and Qualifications

- 8.1 You must provide appropriate on-going training to prepare all staff for the general and legal elements specific to their role.
- 8.2 You must provide appropriate monitoring to ensure your staff are competent in conducting the tasks they are employed to do.

9 Consideration and Grace Periods

- 9.1 The motorist must have the chance to consider the terms and conditions before entering into the parking contract with you. You must provide the motorist a reasonable consideration period, allowing time for vehicle exit, before the parking contract becomes binding.
- 9.2 Where a parking event takes place you must provide the motorist a reasonable grace period, allowing time for vehicle exit, before you can issue a PBN. Car parking paid in advance shall be deemed a parking event.
- 9.3 Unauthorised motorists shall not be entitled to a consideration period in spaces marked prohibited, restricted for authorised vehicles or designated for specific users.
- 9.4 Neither consideration period nor grace period are periods of free parking and there is no requirement for you to offer an additional allowance on top of a consideration or grace period.

10 Misrepresentation of Authority

- 10.1 You must give clear information to the public about what parking activities are allowed and what is unauthorised. You must not misrepresent to the public that your parking control and enforcement work is conducted under the statutory powers of the police or any other public authority. This will be a breach of the Code.

11 Third Party Sub-Contractors and Agents

- 11.1 You may use sub-contractors or agents to conduct elemental tasks to help you in your parking management and enforcement responsibilities. If you do this, you are responsible for making sure the sub-contractor complies with the Code as if you were conducting the tasks. If the sub-contractor does not comply with the Code, this failure will be treated as an act of non-compliance by you.

12 Disabled Motorists

- 12.1 The Building Act 2004 says that providers of services to the public must make 'reasonable and adequate provisions' to remove barriers which may discriminate against disability.
- 12.2 Examples of 'reasonable and adequate provisions' to prevent discrimination include responsibly located signage, payment equipment and 'mobility parking' spaces for motorists.
- 12.3 You may be at risk of a claim under the Human Rights Act 1993 if you do not discourage abuse of 'mobility parking' spaces. Discouraging abuse means keeping designated spaces available for authorised mobility parking permit holders.

13 Technology and Systems

- 13.1 In keeping with progress in technology and sustainability, car park management systems will often require a motorist to comply with terms of parking without returning source documents in printed form.
- 13.2 Car park operators, service providers and equipment manufacturers all have a responsibility in ensuring that car park management systems bear neither unjustified breach fees nor tasks on motorists. System reported breach fees must under-go manual quality checks to reduce errors and make sure that it is appropriate to take action.
- 13.3 Motorists shall not be disadvantaged by car park management system failures and outages. As such you should not issue a PBN when the perceived breach was a result of a system failure. Furthermore, you should waive an issued PBN if it is subsequently discovered that the perceived breach was a result of a system failure.
- 13.4 Motorists, private car park operators, service providers, and equipment manufacturers all have a responsibility in ensuring that obvious and inadvertent input errors do not lead to unjustified breach fees.
- 13.5 It is expected that input errors are dealt with appropriately at the first appeal stage, especially if it can be demonstrated that the motorist has paid for the parking event or that the motorist attempted to comply with the terms of parking in a private car park.

B Operational Requirements

14 Signs

- 14.1 A motorist who uses your private car park with your permission does so under a licence or contract with you. If they park without your permission, this may constitute an act of trespass. In all cases, the motorist's use of your private car park will be governed by your terms and

conditions, which the motorist should be made aware of from the start. You must use and maintain signs throughout your private car park to make it reasonably convenient for motorists to find out what your current terms and conditions are.

- 14.2 Entrance and Exit signs play an important role in establishing a parking contract with the motorist and deterring trespass and anti-social behaviour.
- (a) Entrance signs must clearly indicate that the land is a privately operated car park and display the parking/access terms and conditions.
 - (b) Signs must clearly list any and all requirements that the motorist is expected to comply with when using the private car park, including any applicable time limits, parking fees and any other restrictions of use, that if not adhered to may result in enforcement procedures (including a PBN) being applied.
 - (c) Breach fees, and any increase of those fees on non-payment must be clearly stated with the relevant timeframes prior to initiating such increase. You must warn motorists that if they delay payment of a breach fee beyond a specified payment period and you need to take action to recover the breach fees as debt, there may be extra 'recovery' charges for debt recovery action. However, you do not need to state how much these recovery charges are in advance on your signs or notices.
 - (d) Failure by a motorist to comply with any condition of use, being grounds to issue a PBN, must be clearly stated on signage inside the private car park at locations easily and safely accessible by the motorist. This may include surface markings.
- 14.3 All signs in the private car park must comply with the following requirements:
- (a) The text on signs should be of reasonable size and boldness considering the main body of the sign. Font choice, size and colour contrast against the background should all be considered to ensure readability.
 - (b) Signs should be designed and maintained to reasonably withstand the environment and remain legible.
 - (c) Signage must be clearly visible, in simple English and accessible to read for all motorists safely and unhindered.
- 14.4 So that mobility permit holders can decide whether they want to use your private car park, there must be at least one sign containing the terms and conditions for parking that can be viewed while seated.
- 14.5 You may display the NZPA logo at all sites.



- 14.6 Where a change in the terms and conditions imposes liability which did not previously exist, you must allow a transition period for motorists to observe, adjust, and familiarise themselves with the changes. Best practice would be the installation of additional temporary signage on

entry and throughout the private car park making the motorists aware of the revised terms and conditions.

15 Charges, and Terms and Conditions

- 15.1 When you issue a PBN, all breach fees charged must be reasonable and not punitive. This clause 15 sets out criteria which may assist you in determining what reasonable breach fees are.

Breach fees do not have to equal to the parking tariff. Your terms and conditions may include your normal parking tariff, plus any breach fees if the motorist breaches the terms and conditions of the parking contract and/or parks without permission in the private car park.

- 15.3 A PBN may arise from various circumstances, including but not limited to:

- (a) when a motorist breaches the terms and conditions of a parking contract.
- (b) when a motorist parks without permission in the private car park.

16 Parking breach notices (PBN)

- 16.1 When a vehicle is parked in a private car park, the motorist is responsible for following the terms and conditions which apply, paying the parking tariff (if any) for parking, and for paying any breach fees. Despite the difficulties of identifying motorists and their mailing addresses, the law in New Zealand allows car park owners and operators to recover unpaid parking charges from the registered person of the vehicle.

- 16.2 The PBN is the document that you:

- (a) give to motorists, or affix to their vehicle, to inform them that they have breached your terms and conditions and are now liable for any breach fees; or
- (b) Send to registered person requiring them to pay the breach fee.

- 16.3 Before you issue a PBN, you must verify that a breach has occurred to reduce errors and make sure that it is appropriate to take action.

- 16.4 When issuing a PBN you may use photographs as evidence that a vehicle was parked in an unauthorised way. The photographs must refer to and confirm the parking event which you claim was unauthorised. A date and time stamp must be included on the PBN.

- 16.5 A PBN sent by post is considered to have been delivered within two working days and so “given” on the second working day after the postmark.

17 PBN to Motorists and PBN to Registered Persons

- 17.1 A PBN may be issued either as a 'PBN to Motorist' or as a 'PBN to Registered Person'.
- 17.2 To be an effective 'PBN to Motorist' your PBN must include the following information as a minimum:
- (a) Location of Facility;
 - (b) Date;
 - (c) Time of breach;
 - (d) Description of breach;
 - (e) Breach reference;
 - (f) Vehicle LPN;
 - (g) Breach fee;
 - (h) the deadlines by which the breach fee must be paid;
 - (i) How to pay;
 - (j) Where to pay; and
 - (k) How to appeal.

The 'PBN to Motorist' must be given before the vehicle has been removed from the car park and while it is stationary.

- 17.3 If you have issued a 'PBN to Motorist' but had no response, you may wish to take steps to recover the charge, including issuing a 'PBN to Registered Person'.
- 17.4 The 'PBN to Registered Person' serves two purposes:
- (a) it invites the registered person to pay the unpaid breach fee; and
 - (b) it commences the specified period after which the person may become liable to pay the unpaid breach fee.
- 17.5 To be an effective 'PBN to Registered Person' your PBN must include the following information as a minimum:
- (a) Location of Facility;
 - (b) Date;
 - (c) the methods of serving the 'PBN to Registered Person';
 - (d) Description of breach;
 - (e) Breach reference;
 - (f) Vehicle LPN;
 - (g) Time of breach;
 - (h) First observation or Entry Time;
 - (i) Second observation or Exit time where applicable;
 - (j) Breach fee;
 - (k) the deadlines by which the breach fee must be paid, which differ depending on whether or not a 'PBN to Motorist' was issued first;
 - (l) Photo evidence and any other evidence you deem relevant;
 - (m) How to pay;
 - (n) Where to pay; and
 - (o) How to appeal

- 17.6 If the registered person responds to your 'PBN to registered person' within the specified timeframe and provides a compliant statutory declaration transferring liability to the motorist, you may then pursue the motorist for the unpaid breach fee.
- 17.7 If the registered person does not respond within the specified timeframe or does not provide a compliant statutory declaration transferring liability to the motorist, you may pursue the registered person for the unpaid breach fee.

18 Complaints, Challenges and Appeals

General Principles

- 18.1 You must have effective procedures for dealing fairly, efficiently, and promptly with any communication or appeals from motorists and registered persons. If a motorist or registered person pays a breach fee in respect of a PBN and then later appeals it, you do not have to consider the appeal unless you choose to do so.
- 18.2 Whenever you issue a PBN, motorists and registered persons must first use your procedures for resolving appeals, before being able to refer them to the Disputes Tribunal.
- 18.3 If the motorist or registered person requests it, you must make available any photographic or other evidence you have pertaining to the parking event which you claim was unauthorised.

Operator Procedures

- 18.4 If a motorist or registered person appeals a PBN you must review the case within a reasonable time of notification and decide whether to:
 - (a) Uphold the PBN and provide an explanation as to the decision; or
 - (b) Waive the PBN and take no further action other than informing the motorist or registered person.
- 18.5 You must allow at least 21 days from PBN delivery to allow the motorist or registered person to pay or appeal.
- 18.6 If you receive an appeal in relation to a PBN, you must not increase the breach fee for non-payment until you have completed the appeal process.
- 18.7 You must acknowledge the appeal by way of response within 14 days of receiving it. It is expected that you seek and consider the information you may require or receive from the motorist or registered person, allow a reasonable timeframe to receive any requested information, and accept or reject the appeal in writing within 35 days of receiving that information. Where an investigation into an appeal may exceed these timeframes, the motorist or registered person must be notified and given a date by which they can expect resolution.
- 18.8 A breach fee may be appealed by a registered person on the grounds of unauthorised vehicle use at the time the unauthorised parking event took place. If the motorist's details have been provided to you by the registered person, you should pursue your claim with the motorist.
- 18.9 If you reject an appeal, you must allow a reasonable amount of time for payment before resuming the collection process and increasing the breach fee for non-payment.

- 18.10 You must keep records of all appeals you receive and the action you take to resolve them. Such records must be retained for at least two years from the date of the appeal.
- 18.11 Where a refund is due, you must remit refund payment details with your response and action such refund within a reasonable timeframe of receiving the necessary information.

19 Recovering Unpaid Parking Charges

- 19.1 Where a breach fee becomes overdue, a reasonable charge may be added to cover debt recovery costs.
- 19.2 Where no response has been received to the PBN to Motorist or PBN to Registered Person, and the PBN remains unpaid, you must deliver the first reminder, having made reasonable endeavours to ensure that the delivery details used are correct.
- 19.3 Where no response has been received to the first reminder, and the PBN remains unpaid, you must allow at least 14 days from first reminder delivery before sending a final reminder. You must state clearly in the final reminder how to make payment and what you will do next if you do not receive payment.
- 19.4 Where no response has been received to the final reminder, and the PBN remains unpaid, you must allow at least 14 days from final reminder delivery before taking further action against the motorist or registered person, such as debt recovery or tribunal proceedings.