> *A sample template prepared by Rezu for employers in Poland. Adapt it to your company; it is not legal advice. Staff working in Poland should generally receive the binding version in Polish: use this text as a translation of the Polish template (getrezu.app/regulamin-parkingu-firmowego). Fill in the fields in square brackets, delete the options you do not use and delete all notes (like this one) before you announce the policy.*

# Car park policy of [company name]

In force from **[date]**.

## § 1. General provisions

1. This policy sets out the rules for using the car park of **[company name with legal form]**, registered office at **[address]** ("the Company"), located at **[car park address / garage level / space numbers]** ("the Car Park").
2. The Car Park has **[number]** parking spaces, including **[number]** spaces for people with disabilities, **[number]** spaces with an electric vehicle charger and **[number]** visitor spaces.
3. The Car Park is open **[days and hours]**. Outside these hours, leaving vehicles is **[not allowed / allowed after notifying: …]**.
4. The Car Park is run by **[role / department, e.g. office administration]** ("the Car Park Administrator"), contact: **[work e-mail / internal extension]**.
5. Spaces are allocated **[in an app: name / in a spreadsheet kept by the Car Park Administrator / in another way: …]** ("the System").
6. This policy is an internal policy of the Company, issued under its organisational powers **[after agreement with: name of the company trade union organisation]**. It does not form part of the work rules (regulamin pracy).
7. The Company provides spaces in the Car Park voluntarily and subject to availability. This policy creates no obligation to provide a space to every eligible person every day. This does not affect any right to a parking space under an employment contract, another contract or the remuneration rules.

> *Note: if there is a company trade union organisation, agree the content of the policy with it before issuing it and say so in para. 6. If there is a works council or elected employee representatives, give them the draft for their opinion. If there is neither a union nor representatives, delete the bracket from para. 6.*

## § 2. Eligibility

1. The Car Park may be used by:
   a) employees of the Company,
   b) people working with the Company on a basis other than an employment contract, if **[condition, e.g. the manager's consent / a clause in the contract]**,
   c) visitors of the Company, on the terms of § 6(5).
2. To use the Car Park, register with the Car Park Administrator **[or: create an account in the System]** and give the registration number of the vehicle you will drive in. You may register **[maximum: number]** vehicles.
3. The Company makes this policy available to employees **[how, e.g. on the intranet and by e-mail]**. The people referred to in para. 1 point (b) accept the policy when they register.
4. Eligibility ends on the day the person stops working with the Company.

5. When spaces are allocated, **[OPTION I: all eligible people have equal priority] [OPTION II: people in the groups listed in the table have priority, in the order given, together on no more than [20%, at most 50%] of spaces a day; all other eligible people have equal priority]**.

| Group | Criterion | Reason |
|---|---|---|
| **[1]** | **[EXAMPLE: people entitled to the spaces in § 6(1)]** | **[equal opportunities for people with disabilities]** |
| **[2]** | **[EXAMPLE: people whose duties regularly take them by car to clients or other locations]** | **[business need: the car is needed during the working day]** |
| **[3]** | **[EXAMPLE: shift workers whose shifts start or end when public transport is not running]** | **[no realistic way to get to work without a car]** |
| **[4]** | **[EXAMPLE: people whose work requires frequent business trips or availability outside working hours]** | **[write in the specific duties; a job title alone is not enough]** |

6. Priority criteria are objective, related to the work done or to a justified need, open and available to all eligible people. They do not differentiate between eligible people on the grounds of sex, age, disability, race, religion, nationality, political opinion, trade union membership, ethnic origin, belief, sexual orientation, fixed-term or permanent employment, or working hours. Priority does not depend on job title alone. This does not apply to measures that even out opportunities, such as spaces for people with disabilities (§ 6(1)) and the priority in § 6(4).

> *Note: write a reason next to each group. If you cannot give one, choose Option I or delete the group.*

## § 3. How spaces are allocated

> *Note: choose one option (A, B or C) and delete the others. Options can be combined, e.g. a few fixed spaces (A) and a lottery for the rest (C). In that case, state which spaces fall under which option.*

### Option A: fixed spaces

1. Fixed spaces are allocated by the Car Park Administrator according to the criteria in § 2(5) **[and additionally: …]**.
2. The list of fixed spaces is available **[where]**.
3. A person with a fixed space gives it up in the System for every day they will not come in (holiday, remote work, business trip, illness). A space given up in this way may be taken by another eligible person on the terms of § 4.

### Option B: rotation (fixed days)

1. Each eligible person is assigned fixed days of the week on which they have a space. The rota is set by the Car Park Administrator **[once a: month / quarter]** and published **[where]**.
2. People may swap days **[by reporting it in the System / with the Car Park Administrator's consent]**.
3. On days when a person will not come in, they release the space on the terms of § 5.

### Option C: lottery

1. Spaces for a given day are allocated by a lottery held **[the day before at: …]** among the people who said they want to come in by **[time]**.

2. The lottery takes into account the priority in § 2(5) **[and balances the draw: people who have not had a space recently get a higher priority in the following draws]**.
3. The results of the lottery are available to every participant in the System. Every participant can check the history of their results for the last **[number]** weeks.
4. People who did not get a space join the queue in the order **[of sign-up / of the draw]**. When a space is freed, the System **[or: the Car Park Administrator]** offers it to the first person in the queue **[and gives them time to answer: e.g. 15 minutes; without an answer the space passes to the next person]**.
5. Objections to a lottery result may be raised with the Car Park Administrator within **[e.g. 7]** days. The Car Park Administrator considers them and tells the person who raised them the outcome.

## § 4. Booking and cancelling

1. Bookings **[or: entries into the lottery]** are made in the System no later than **[deadline, e.g. the day before by …]**.
2. A booking covers one space for one day **[or: for the period: …]**. One person may have one space on any given day.
3. Booking spaces “just in case”, for other people or for vehicles not registered in the System is not allowed.
4. A booking is cancelled in the System no later than **[deadline]**. It can still be cancelled later, but cancelling earlier lets the space go to someone in the queue.
5. You may give your day in the Car Park to another eligible person **[in the System / by notifying the Car Park Administrator]**.

## § 5. Absences and releasing spaces

1. Anyone who will not come in on a day they have a space for releases it in the System as soon as possible.
2. **[Optional]** A person with a space confirms their arrival in the System by **[e.g. 9:00 / 9:30 / 10:00 / 11:00]** by choosing “I'm here”, “I'm not coming” or “I'll be late”. If by that time they have neither confirmed their arrival nor reported that they will be late, the space is released and passes to the first person in the queue. The System records only the answer given and the time it was given. The confirmation does not use the device's location.
3. Data on arrival confirmations and released spaces is used only to allocate spaces and to apply para. 4. On the day of arrival the Car Park Administrator sees the time of the “I'm here” confirmation, for that day only and to allocate spaces; confirmation times are deleted after 30 days. It is not used to record or monitor working time, to monitor attendance at work or to assess employees, and it is not passed on to managers. Only the Car Park Administrator **[and the System provider, for technical support]** has access to it.
4. Not giving up a space on a day you do not use it **[e.g. 3]** times within **[e.g. 14]** days results in **[EXAMPLE: lower priority in the following draws / temporary loss of priority for: period]**. The person concerned may explain the reason to the Car Park Administrator (e.g. sudden illness), and justified cases are not counted.

5. The consequences in para. 4 apply only to the allocation of spaces in the Car Park. This policy provides for no financial penalties and no disciplinary penalties.

## § 6. Special spaces

1. **Spaces for people with disabilities.** Spaces no. **[numbers]** are reserved for people entitled to use a disabled parking card. Other people may not use them **[even if the space is free / unless the Car Park Administrator releases it for a given day]**.
2. **Proof of entitlement.** Anyone who wants to use the spaces in para. 1 or the priority in § 2(5) shows the Car Park Administrator a valid parking card on their own initiative. The Car Park Administrator checks the card but does not copy or scan it, and does not record its number or any other data from it. The System records only that the entitlement was granted and the card's expiry date, after which the entitlement is confirmed again. Lists visible to other users do not show the reason a space was allocated. The entitlement can be given up at any time; the information about it is then deleted.
3. **Spaces with a charger.** Spaces no. **[numbers]** are for charging electric and plug-in hybrid cars. Once charging is complete **[or: after: number of hours]**, the vehicle must be moved if **[condition, e.g. someone is waiting]**. Charging is **[free / paid on the following terms: …]**.
4. **Other priority (optional). [EXAMPLE: Pregnant employees and people whose mobility is temporarily limited may ask for priority in the allocation.]** Requests are considered by the Car Park Administrator. A statement is enough; the Company does not require medical certificates. The request is made by the person concerned, who may withdraw it at any time together with their consent.
5. **Visitors.** Visitor spaces are booked by the person inviting the visitor **[in the System / at reception]** no later than **[deadline]**, giving the registration number of the visitor's vehicle. The person inviting informs the visitor of the Car Park rules and of where to find the information on data processing in § 9.

## § 7. Traffic and safety rules

1. The speed limit in the Car Park is **[e.g. 10]** km/h **[and road markings and signs must be followed]**.
2. Vehicles may be parked only in a marked space, within its lines, so as not to obstruct entry, exit or the use of neighbouring spaces.
3. The following are not allowed: blocking fire routes, escape routes and access roads, washing and repairing vehicles, leaving vehicles with the engine running, storing fuel, tyres and other items **[and entering with LPG-powered vehicles, if the building rules prohibit it]**.
4. Remote controls, cards and entry codes are assigned to a person and may not be passed on to others. A loss must be reported without delay to **[whom]**.
5. If a vehicle is parked in breach of this policy, the Car Park Administrator may contact its user and ask for the vehicle to be moved.
6. Accidents, damage and faults must be reported without delay to **[whom]** and, where necessary, also to the relevant services.
7. The **[building rules / property manager's rules]** also apply in the Car Park. In case of conflict, **[which document]** prevails.

## § 8. Liability

1. The Car Park is unguarded. The Company provides parking spaces but does not take vehicles or items left in them into safekeeping. **[OPTION, if a security company guards the car park: The Car Park is guarded by: name, covering: description. The guarding rules are set out in: document.]**
2. The Company is liable for damage on the terms laid down by generally applicable law. This policy does not exclude or limit that liability.
3. A user of the Car Park is liable for damage caused in the Car Park by them or by a vehicle they are driving, on the terms laid down by law; an employee's liability towards the Company is governed by the Polish Labour Code (Kodeks pracy).
4. The Company recommends locking vehicles and not leaving valuables in them.

## § 9. Personal data

1. The controller of the personal data of Car Park users is **[company name with legal form, address]**. Contact on data matters: **[e-mail; if appointed, the data protection officer's details]**.
2. In connection with the use of the Car Park, the following are processed: first name and surname, work e-mail address **[and telephone number]**, vehicle registration number, allocations, bookings and lottery results, **[arrival confirmations]**, **[information on entitlement to the spaces in § 6(1) and the expiry date of the parking card]**, and for visitors: first name and surname and vehicle registration number, provided by the person inviting them.
3. Purposes and legal bases of processing:
   a) running the Car Park: allocating spaces, the lottery, the queue, checking entry rights, contacting the user of a vehicle and handling reports – on the basis of the Company's legitimate interest in running the Car Park efficiently and safely (Article 6(1)(f) GDPR) **[for people entitled to a space under a contract: Article 6(1)(b) GDPR]**,
   b) **[if applicable]** information on entitlement to the spaces in § 6(1) – on the basis of the consent of the person who provided it on their own initiative (Article 9(2)(a) GDPR, and for employees in conjunction with Article $22^{1b}$ § 1 of the Polish Labour Code); consent can be withdrawn at any time, without affecting the lawfulness of processing before its withdrawal; only people authorised in writing by the Company have access to information on priority granted for health reasons,
   c) establishing, pursuing or defending claims – on the basis of the Company's legitimate interest (Article 6(1)(f) GDPR).
4. Data is kept:
   a) account data and registration numbers – for as long as the person is entitled to use the Car Park, and after that for **[recommended: 30 days]**,
   b) allocations, bookings and lottery results – for **[recommended: 12 months]**,
   c) arrival confirmations – for **[recommended: 30 days]**,
   d) information on entitlement to the spaces in § 6(1) – until the parking card expires, the entitlement is given up or the entitlement to use the Car Park ends, whichever comes first,
   e) visitor data – for **[recommended: 30 days]** after the visit.

After these periods, data is kept longer only if it is needed to establish, pursue or defend a specific claim – until that claim is resolved.

5. Recipients of the data may include entities providing services to the Company in connection with the Car Park, e.g. **[System provider, building manager, security company]**, under data processing agreements.
6. The data **[is not transferred outside the European Economic Area / is transferred to: country, on the basis of: legal basis]**.
7. Providing the data is voluntary, but the Car Park cannot be used without it.
8. Everyone has the right to access their data, to rectification, erasure or restriction of processing, the right to data portability and the right to object – to the extent provided for in the GDPR – and the right to lodge a complaint with the President of the Personal Data Protection Office (UODO).
9. The Company does not make decisions about Car Park users based solely on automated processing that would produce legal effects concerning them or similarly significantly affect them. **[If you use a lottery: a lottery result can be challenged on the terms of § 3 Option C(5).]**
10. **[OPTIONAL – only if the Car Park has cameras or automatic number plate recognition]** The Car Park is covered by video monitoring **[and automatic number plate recognition at the entrance]** for the purpose of **[ensuring the safety of employees / protecting property]**. The purposes, scope and method of monitoring are set out in **[the work rules / the collective agreement / the notice of: date]**. Recordings **[and number plate data]** are kept for **[recommended: 30 days; no longer than 3 months from recording]**, unless they are evidence in proceedings conducted under the law – in which case until those proceedings are finally concluded. Monitoring and number plate data is not used to record working time or to assess employees. The monitored area is marked.

## § 10. Final provisions

1. This policy is available **[on the intranet / in the System / on the noticeboard at the entrance]**.
2. Comments on this policy are sent to **[whom]**. The Company considers them **[within: …]**.
3. The Company informs eligible people of changes to this policy **[how]** at least **[number]** days before they take effect. Changes are made in the same way as the policy itself.
4. Matters not covered by this policy are decided by the Car Park Administrator, guided by the principles of this policy, in particular the equal treatment of eligible people.
5. This policy takes effect on **[date]**.

## Checklist before you introduce it

> *Note: this checklist is not part of the policy. Delete it before you announce the policy.*

1. **Trade unions and employee representatives.** If there is a company trade union organisation, agree the content of the policy with it. If you want to put the parking rules into the work rules (regulamin pracy), agreement with the union is mandatory (Article 104² § 1 of the Polish Labour Code).

2. **Cameras and number plate recognition.** If you use them: describe the purposes, scope and method of monitoring in the work rules, the collective agreement or a notice (Article 22² § 6 of the Labour Code); inform employees at least 2 weeks before it starts (Article 22² § 7); give new employees this information in writing before they start work (Article 22² § 8); mark the area no later than the day before it starts (Article 22² § 9); provide the information required by Article 13 GDPR. Keep recordings for no longer than 3 months (Article 22² § 3).
3. **Arrival confirmations.** Do not combine this data with working-time records and do not send managers reports on who arrived when. Check that the System does not collect location data.
4. **Priority.** For each group in § 2(5), write a reason related to the work or to a need.
5. **Employment contracts.** Check whether anyone has a parking space written into their contract or into the remuneration rules. This policy cannot take that right away.
6. **Suppliers.** Sign data processing agreements with the System provider, the building manager and the security company (Article 28 GDPR).
7. **Tax.** Check the tax consequences of providing spaces and charging cars.
8. **Announcement.** Make the policy available to all eligible people before the day it takes effect.