

Terms & Conditions for purchasing access to Plans

This page (together with the documents referred to on it) tells you the terms and conditions on which the Communities and Local Government trading as the Planning Portal make plans¹ available to you for download or display (**Plans**) via our website www.planningportal.gov.uk (**our site**).

If you are a professional user or government user "you" refers to your employer or business entity and you must ensure that you have authority to bind your employer or business entity to these terms.

Please read these terms and conditions carefully before ordering any Plans from our site. You should understand that by ordering any of our Plans, you agree to be bound by these terms and conditions.

By clicking on the button marked "Buy This Area" you accept these terms and conditions. Please understand that if you refuse to accept these terms and conditions, you will not be able to order any Plans from our site.

You should print a copy of these terms and conditions for future reference.

We provide links to the providers of similar products on our site. These terms do not apply to Maps² or other products you buy from such third party suppliers. We suggest that you review any third party terms and conditions before purchasing any Map or other product from such suppliers.

1. Information about us

- 1.1 www.planningportal.gov.uk is a site operated by The Department for Communities and Local Government ("CLG"). It has been developed in partnership with the planning community as a whole, to improve the planning system in England and Wales ("**we**").
- 1.2 Our main trading address is CLG, Planning Portal G/08 Kite Wing, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN. Our VAT number is GB 888 848 0 43.
- 1.3 The Plans are created using data supplied under licence from Ordnance Survey.

¹ Plan – Refers to the Site Locations scaled at 1:1250 or 1:2500 purchased from the Planning Portal

² Map – Refers to Block (1:200), Site (1:500) and Site Location (1:1250 & 1:2500) Plans purchased from one of the accredited suppliers – Streetwise, Stanfords, emapsite and Getmapping.

2. **Service availability**

- 2.1 Our site is only intended for use by people resident in England and Wales. We do not accept orders from individuals outside those countries.
- 2.2 You must register with the Planning Portal to purchase Plans directly from us.

3. **Your status**

By placing an order through our site, you warrant that you:

- (a) are at least 18 years old;
- (b) will only use your purchases for the purpose of making planning applications or planning appeal procedures; and
- (c) consent to us passing on your registration details to Ordnance Survey, if they request such information.

4. **How the contract is formed between you and us**

- 4.1 After placing an order, you will be referred to our payment agents RBS WorldPay. Once RBS WorldPay have confirmed payment, your Plan will be made available to you via our website within a reasonable time. The Plan can be accessed by logging into our site by entering your username and password. You will receive an e-mail from us confirming that RBS WorldPay have received your payment. ("**Receipt Email**")
- 4.2 The contract between us is formed when either the Plan is accessed by you or you have been sent the Receipt Email, whichever is earlier (the "Contract").
- 4.3 We will not be obliged to supply or make available any other Plans which may have been part of your order until payment has been confirmed in a separate Receipt Email.

5. **Your Obligations**

- 5.1 You may download one copy of each Plan to one secure computer terminal, but you must not sublicense, resell, assign, or otherwise transfer or distribute the Plans other than to your agents or representatives for the purposes of a planning application or planning appeal procedures in England and Wales.

5.2 In addition you must:

- (a) not allow others to use your username, password or profile;
- (b) not email Plans to any other person;
- (c) use a secure internet connection to access our site;
- (d) use the Plan only for the purposes of prosecuting a planning application for which the site plan has been purchased;
- (e) not customise, manipulate, modify (other than to change the colours) edit or screen capture the Plans;
- (f) destroy printed and electronic copies of the Plan after the 12 month access period has expired;
- (g) not print more than 1 copy of each Plan;
- (h) not reuse the Plan once it has been used for the purpose for which it has been purchased; and
- (i) not add third party data to the Plan (other than to change the colours).

6. Our status

6.1 We provide links on our site to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking, that products you purchase from third party suppliers through our site, or from companies to whose website we have provided a link on our site, will be of satisfactory quality, and any such warranties are DISCLAIMED by us absolutely. This DISCLAIMER does not affect your statutory rights against the third party seller. We will notify you when a third party is involved in a transaction, and we may disclose your customer information related to that transaction to the third party seller.

7. Consumer rights

7.1 If you are contracting as a consumer (member of the general public not a government or professional user), you may cancel a Contract at any time up to the point at which the plan is made available to you. In this case, you will receive a full refund of the price paid for the Plans in accordance with our refunds policy (set out in clause 10).

7.2 To cancel a Contract, you must inform us in writing and confirm that you have not accessed the Plan. We will check to see if you have accessed the Plan. If you fail to comply with this obligation, we may have a right of action against you for compensation.

8. Availability and delivery

- 8.1 Your Plan will be made available to you as soon as possible, once payment has been received in accordance with clause 4.1, but no later than 30 days from the date of the Email Receipt, unless there are exceptional circumstances.
- 8.2 The Plan will be available to you on our site via your registration login for a period of 12 months starting on the day the Plan is first made available to you.

9. Risk and title

- 9.1 Ownership and title of any Plan ordered does not pass to you at any point. We simply provide you with a licence to access the Plan for a period of 12 months from the date of purchase to use the Plan to further a planning application or a planning appeal in England and Wales. This licence allows you to print or use the Plan once.
- 9.2 Following expiry of the 12 month period your access to the Plan will be revoked. If you require further access or copies of the Plan, you will need to make a further purchase.

10. Price and payment

- 10.1 The price of any Plans will be as quoted on our site from time to time, except in cases of obvious error.
- 10.2 These prices include VAT and payment processing costs.
- 10.3 Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Email Receipt or Plans have already been downloaded by you.
- 10.4 Our site allows the purchase of a wide range of Plans at different scales and it is always possible that, despite our best efforts, some of the Plans listed on our site may be incorrectly priced. We will normally verify prices as part of our payment procedures so that, where a Plan's correct price is less than our stated price, we will charge the lower amount when sending the Email Receipt. If a Plan's correct price is higher than the price stated on our site, we will normally, at our discretion, either contact you for instructions before allowing access to a Plan, or reject your order and notify you of such rejection.

- 10.5 We are under no obligation to provide access to a Plan to you at the incorrect (lower) price, even after we have sent you an Email Receipt, if the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mis-pricing.
- 10.6 Payment for all Plans must be by credit or debit card. RBS WorldPay accept payment with MasterCard, MasterCard Debit, Visa, VisaDebit, VisaElectron, Maestro, JCB and Solo.
- 10.7 If there is a chargeback claim from the card used to make payment we will immediately cancel your site registration and the Plan will be no longer available to you.

11. Our refunds policy

- 11.1 You have full control over the Plan area, scale and hectare size you select to purchase via our site. We can not refund purchases because you have selected the incorrect map area, location, scale or size.
- 11.2 Because you have received the benefit of your purchase and had the opportunity to print the Plan, we will not refund any monies paid where you have accessed the Plan via our site.
- 11.3 We will only refund payment if you have not accessed the Plan purchased and have cancelled the Contract in accordance with Clause 7. In the event that we agree to pay a refund, we will do so within 30 days from the Contract being cancelled.
- 11.4 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

12. Our liability

- 12.1 We warrant to you that any Plan purchased from us through our site is of satisfactory quality and reasonably fit for the purposes of making a planning application or filing a planning appeal in England and Wales but for no any other purpose.
- 12.2 The Plans provided via our site are sourced from Ordnance Survey and are provided on an "as is" basis. The Plans are therefore provided with out any guarantees, conditions or warranties as to its accuracy. To the extent permitted by law, we hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

- 12.3 We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us, including but not limited to:
- (a) loss of income or revenue; or
 - (b) loss of business; or
 - (c) loss of profits or contracts; or
 - (d) loss of anticipated savings; or
 - (e) loss of data; or
 - (f) loss of data, or
 - (g) waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise , even if foreseeable;

provided that this clause 12.3 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of clause 12.1 or any other claims for direct financial loss that are not excluded by any of categories (a) to (g) inclusive of this clause 12.3.

- 12.4 Our liability for losses you suffer as a result of us breaching the terms of this Contract is strictly limited to the purchase price of the Plan you purchased and any losses which are a foreseeable consequence of us breaking the Contract. Losses are foreseeable where they could be contemplated by you and us at the time your order is accepted by us.
- 12.5 This does not include or limit in any way our liability:
- (a) for death or personal injury caused by our negligence; or
 - (b) under section 2(3) of the Consumer Protection Act 1987; or
 - (c) for fraud or fraudulent misrepresentation; or
 - (d) for any deliberate breaches of these Terms by us that would entitle you to terminate the contract between us; or
 - (e) for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.
- 12.6 Where you buy any Plans from a third party seller via a link on our site, the seller's individual liability will be set out in the seller's terms and conditions.

13. **Written communications**

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

14. **Notices**

All notices given by you to us must be given to CLG Planning Portal at marketing@planningportal.gov.uk. We may give notice to you at either the e-mail or postal address you provide to us when placing an order, or in any of the ways specified in clause 13 above. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

15. **Transfer of rights and obligations**

- 15.1 The contract between you and us is binding on you and us and on our respective successors and assigns.
- 15.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.
- 15.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

16. **Events outside our control**

- 16.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (**Force Majeure Event**).

- 16.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:
- (a) Strikes, lock-outs or other industrial action.
 - (b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
 - (c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
 - (d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
 - (e) Impossibility of the use of public or private telecommunications networks.
 - (f) The acts, decrees, legislation, regulations or restrictions of any government.
- 16.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

17. Waiver

- 17.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.
- 17.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.
- 17.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 14 above.

18. Severability

If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

19. Entire agreement

- 19.1 These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.
- 19.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.
- 19.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

20. Our right to vary these terms and conditions

- 20.1 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.
- 20.2 You will be subject to the policies and terms and conditions in force at the time that you order products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Plans).

21. Law and jurisdiction

Contracts for the purchase of Plans through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

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