

## 1. Important information – Key risks and terms

- 1.1. Please read the terms of this service statement carefully which highlights guidance on how to safely carry out online payments for Planning Portal application services through PortalPlanQuest (PPQ). This statement should be read in conjunction with our [Terms and Conditions](#) and [Privacy Policy](#).
- 1.2. You are solely responsible for understanding and complying with any and all laws, rules and regulations of your specific jurisdiction that may be applicable to you in connection with your use of the Services, including but not limited to, taxes or currency transactions.
- 1.3. The PPQ financial transaction service enables you to make payments to PPQ in respect of planning applications to be sent to Local Planning Authorities (LPAs). PPQ does not have control of nor assumes the liability or legality for the planning and development management services that are paid for with our Service.
- 1.4. The payment service offered is compliant with the PCI DSS requirements, General Data Protection Regulations 2018 (GDPR) and the Data Protection Act 2018 (DPA) and personal and payment data remains a key element of the solution.
- 1.5. Please note the following key terms which are applicable to your use of the Services.

## 2. Payments

- 2.1. Payments received by PPQ may be reversed at a later date. For example, if a payment is subject to a refund, claim or otherwise invalidated such payment may be returned to you after they have been paid.  
For a full copy of our refund process please see the document available via the following link:  
[http://ecab.planningportal.co.uk/Uploads/PPQ\\_Refund\\_process\\_LPA.pdf](http://ecab.planningportal.co.uk/Uploads/PPQ_Refund_process_LPA.pdf)
- 2.2. All payments made by you to PPQ should be in pound sterling only; all prices include VAT where applicable.
- 2.3. Planning fees are subject to change at any time. The relevant LPA has the ultimate authority to specify the correct fees payable.
- 2.4. A PPQ service charge of £16.67 + VAT will be charged for each payment to cover the costs of the tools and services used to provide the planning application financial transaction service.
- 2.5. If the reason for the refund was not the fault of Planning Portal the service charge WILL NOT be refunded.
- 2.6. The default payment options that can be used for Payment include:
  - 2.6.1. Bank account (BACS)
  - 2.6.2. Faster Payments
  - 2.6.3. CHAPS payments
  - 2.6.4. Debit card (online or by telephone)

- 2.6.5. Credit card (online or by telephone)
- 2.6.6. Cheque payment
- 2.7. Online and telephone payments are normally available 24/7.
- 2.8. Payments made to PPQ may also be subject to merchant processing delay or payment review.

## 3. Making your Payments

- 3.1. We will process a Payment made by you via our payment service and send your application to the LPA as soon as the valid payment is received by PPQ. This is subject to you providing us with:
  - 3.1.1. Your confirmed Payment and funds before 4pm on a Business Day. If you provide us with your Payment after this time you agree that your Payment will be deemed to be received by us on the next Business Day;
  - 3.1.2. all mandatory information requested, including a correct Unique Identifier (or other valid details of the transaction being reasonably requested) to make the Payment;
  - 3.1.3. (if required), details of your valid payment method that have sufficient funds to make the Payment;
  - 3.1.4. valid consent to authorise your Payment. Such valid consent is provided when you click the “Make Payment” or “Continue” button and provide us with your payment information as part of the PPQ payment process, i.e. telephone, online or Bank transfer payments;
- 3.2. The elapse time for the clearance of funds varies dependent upon payment method and the details for the clearance times for these payment methods are provided in Annex A below.
- 3.3. Once your Payment has been provided to us, you may not revoke it or otherwise withdraw your consent to the execution of the payment transaction. Unless your request to revoke the Payment is in line with our refund policy. A copy of the policy is available via the following link:  
[https://ecab.planningportal.co.uk/uploads/ppq\\_privacy\\_policy.pdf](https://ecab.planningportal.co.uk/uploads/ppq_privacy_policy.pdf)
- 3.4. PPQ will not be in possession of all the information necessary to place the funds at the LPAs’ disposal until the payment has been cleared and PPQ has found the payment to be in order.
- 3.5. You agree that the period specified in Article 34(2) of the Town and Country Planning (Development Management Procedure) (England) Order will, subject to the application being a ‘valid application’ under Article 34(4), only commence once the LPA receives the application from PPQ.
- 3.6. In the event that we receive a payment which, upon investigation, transpires that it is illegal or fraudulent then we reserve our right to any costs, expenses, losses and damages including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other reasonable professional costs and expenses sustained or incurred as a result of any and all claims in connection with any act of fraud committed under this Agreement.

## 4. Errors

- 4.1. If PPQ discover a processing error and /or the error resulted in our not completing a transaction on time or in the correct amount not being paid through no fault of ours, PPQ will contact you by email and/or via your PPQ account within 5 working days.
- 4.2. Notwithstanding any other term of this service, PPQ will not be held liable for the non-execution or defective execution of a payment transaction.

## 5. Non-refundable transactions

- 5.1. You may withdraw your planning application at any time after it has been processed. For applications processed and validated by the receiving party only a partial refund of the planning fee may be applicable which is at the sole discretion of the LPA.
- 5.2. Once the refund has been received from the LPA and confirmed PPQ will then arrange for an online refund to be processed back to the payee.
- 5.3. The refund will be processed as soon as possible, but within 14 days of the refund being agreed by and received from the LPA. Refund payments will be made via BACS transfer to the account that made the payment
- 5.4. PPQ will notify the client and LPA by email once the refund has been actioned.
- 5.5. You must inform us of any issue with your payment within 5 working days from submission. Requests outside of this time limit will not be considered for refund.
- 5.6. If the reason for the refund was through no fault of the PPQ service, the service charge will not be refunded.
- 5.7. For a full copy of our refund process please see the following:  
[http://ecab.planningportal.co.uk/Uploads/PPQ\\_Refund\\_process\\_LPA.pdf](http://ecab.planningportal.co.uk/Uploads/PPQ_Refund_process_LPA.pdf)

## 6. Data Protection Act

- 6.1. We may collect and process personal data in line with our stated [Privacy Policy](#) and in compliance with GDPR and DPA.

## 7. Amendments to this Schedule

- 7.1. We may at any time amend, delete or add to this service statement, including any charges and other amounts which may apply to the service by giving notice of such change by posting a revised version of this service statement on the PPQ website(s).

## 8. Definitions

'Business Day' means a day (other than a Saturday or Sunday) on which UK banks are open for business (other than for the sole purpose of 24-hour electronic banking)

'Payment(s)' means an instruction validly made by you to PPQ requesting the execution of a payment transaction.

'Service(s)' means the financial transaction service provided through the planning portal application website <https://www.planningportal.co.uk/>, including tools, apps, forms and content.

'Unique Identifier' means (1) for the purpose of sending a PPQ payment: the planning application reference number, e-mail address, mobile phone number or other identifier we may notify to you which is registered to a PPQ account; or (2) for your bank account (e.g. Sort Code and bank account number) or credit card identification details (e.g. card number and CVV2 Code).

# Financial Transaction Service Statement



Version 2  
November 2018

## Annex A: Elapse time for the clearance of funds

Method	Fee Limit	Payment confirmed to applicant/agent (Max time after payment is made)	Application Released to LPA (Max time)	Payment made to LPA via BACS (Note: Depending on your bank, BACS payments can take up to 2-3 working days to appear on your bank statement after payment has been made)
Online	£1,000	Instant after successful payment received This triggers the payment receipt	Instant after payment confirmed	Next working day after application released
Telephone	£1,000	Instant after successful payment received This triggers the payment receipt	Instant after payment confirmed	Next working day after application released
Faster Payment	£250,000 faster pay limit This depends on the bank you are paying from.	1 working day after successful payment received This triggers the payment receipt	Same day as payment confirmed	Same day as application released
CHAPS	unlimited	1 working day after successful payment received This triggers the payment receipt	Same day as payment confirmed	Same day as application released
BACS	unlimited	1 working day after successful payment received (BACS can take up to 2 working days to appear in our bank after payment is made) This triggers the payment receipt	Same day as payment confirmed	Same day as application released
Cheque	unlimited	3 working days after cheque received This is a payment acknowledgement	7 working days after payment confirmed This triggers the payment receipt	Same day as application released