**Approved Inspector Directory order form**

PortalPlanQuest Ltd *Approved Inspector Details*

Suite 4C, Spectrum Building

Bond Street

Bristol, BS1 3LG

**(“PPQ”) (**The **“Approved Inspector”)**

**Billing Address (if different from above)**

**Company Registration No:**

|  |  |  |
| --- | --- | --- |
| **Company size** | **Basic listing** | **Select which is appropriate** |
| 1-10 | £500 per annum |  |
| 11-50 | £750 per annum |  |
| 50+ | £1000 per annum |  |

**Commencement month for 12 month basic listing (1st of the month):**

**Enhanced listing required for (*insert months at £250 per month*):**

**Total annual fee: £**

|  |  |
| --- | --- |
| PPQ agrees to supply the Services above subject to its Terms and Conditions for Supply of the Service | On behalf of the Approved Inspector I request PortalPlanQuest Ltd (“PPQ”) to supply the above Service and declare that I am authorised to do so. |
| Signed by  For and on behalf of PortalPlanQuest  Date | Signed by  For and on behalf of ………………………………………  Date |

**Please provide the following information. This will ensure that your company is correctly listed on the Planning Portal building control service and the Directory of Approved Inspectors.**

|  |  |
| --- | --- |
| Company name: |  |
| Email address: |  |
| Telephone number: |  |
| Postal address: |  |
| Website: |  |
| Geographic area covered (cross-through those not applicable): | North West East of England  North East London  Yorkshire & Humber South East  West Midlands South West  East Midlands Wales |
| Email address for us to use for the notification of online application submissions: |  |

**TERMS AND CONDITIONS**

These Terms and Conditions apply to all contracts between PortalPlanQuest, (“PPQ”) and the customer (the “Approved Inspector”) for the supply of listings at http://www.planningportal.co.uk (the “Planning Portal”), or such other url as PPQ may notify the Approved Inspector in writing.

**Definitions**

|  |  |
| --- | --- |
| “Listing Space” | means a listing on the Building Control directory; |
| “Listing” | means the Listing materials provided by the Advertiser to PPQ for displaying on the Planning Portal; |
| “Approved Inspector” | means any person placing an Order with PPQ for a Listing on the Planning Portal Approved Inspector Directory; |
| “Agreement” | means these Terms and Conditions and any relevant Order and Acceptance Notice; |
| “Acceptance Notice” | means PPQ’s written acceptance of the relevant Order by email or otherwise; |
| “Business Days” | means a day other than a Saturday, Sunday, bank or public holiday in the United Kingdom; |
| “Charge” | means the charge specified in the Order; |
| “Commencement Date” | means the date on which the Listing is to be loaded on to the Planning Portal as set in the relevant Order; |
| “Order” | means any order for Service submitted by an Approved Inspector to PPQ; |
| “Planning Portal” | means the website at http://www.planningportal.co.uk; |
| “Services” | means the Listings provided by PPQ as specified in the Order for the Term; |
| “Term” | means the 12-month period term as specified in the relevant Order, unless otherwise agreed between the parties; |
| “Terms and Conditions” | means these terms and conditions, as amended from time to time. |

Headings in these Terms and Conditions are for convenience only and will have no legal meaning or effect.

**Contract Formation**

As a result of an enquiry by the Approved Inspector sent to PPQ at [commercial@planningportal.co.uk](mailto:commercial@planningportal.co.uk), PPQ will respond to such an enquiry by sending a draft order subject to these Terms and Conditions to the Approved Inspector. In the event that the Approved Inspector wishes to proceed with the Order, the Approved Inspector must confirm this by e-mail to PPQ (Offer E-mail). The Offer E-mail does not mean that the Order has been accepted. The Approved Inspector’s Offer E-mail constitutes an offer to PPQ in the terms of the Order.

The Approved Inspector must ensure that the terms of the Order (including any applicable specification) are complete and accurate.

No Order placed by the Approved Inspector shall be deemed to be accepted by PPQ until an e-mail acceptance (Acceptance Notice) is issued by PPQ to the Approved Inspector or (if earlier) PPQ loads the Listing onto the Planning Portal, in accordance with the Order.

PPQ reserves the right to reject an Order received from an Approved Inspector for any reason.

**Agreement Cancellation**

Approved Inspectors, who are consumers may, cancel this Agreement for any reason within 7 days from receipt of the Acceptance Notice, unless the Services have commenced. The Approved Inspector (if a consumer) hereby agrees that the Service can (if necessary to comply with the Commencement Date) start before the end of the usual seven working day cancellation period and understands that the Approved Inspectors cancellation rights will end when the performance of the Service begins.

In the event the Approved Inspector wishes to exercise its right to cancel the Order before the Listing has been loaded onto the Planning Portal, the Approved Inspector should notify PPQ either by phone on 0117 403 3372 during normal business hours (between 9:00 and 17:00) on Business Days or should write to PPQ at the address specified in the Acceptance Notice informing it that it wishes to cancel the Order. In this case the Approved Inspector will receive a full refund of any fees paid.

**Payment**

The Approved Inspector shall pay the Charges.

All Charges are exclusive of VAT and any other and all other duties or taxes which may become due and payable from time to time. These will be added to the invoice at the rate applicable at the date of the invoice.

PPQ will invoice the Approved Inspector annually in advance. The first invoice shall be raised by PPQ prior to the Commencement Date.

The Approved Inspector shall pay each invoice within 7 days from the date of the Invoice by way of credit card payment or BACS. Visa, MasterCard and Maestro cards are accepted. Any costs incurred by the credit card provider will be payable in addition to the Charge.

Time for payment shall be of the essence. Payment will be deemed to have been received by PPQ once cleared funds have been received.

Interest shall be chargeable on any amounts overdue at the rate of 3% above the base rate of Barclays Bank plc as applying from time to time to run from the due date for payment until receipt by PPQ of the full amount whether or not after judgment and without prejudice to any other right or remedy of PPQ and to recover all costs and expenses incurred by PPQ in collecting the amount unpaid.

**PPQ’s Obligations**

PPQ will use reasonable skill and care in providing the Services.

PPQ will use reasonable endeavours to ensure that the Listing is featured in the relevant Listing Space during the Term.

PPQ will use reasonable endeavours to ensure that the Listing is displayed at all times the Planning Portal is accessible during the Term of this Agreement.

PPQ reserves the right to disclose the name and address of the Approved Inspector to the police, trading standard officials, or any other relevant authority.

**Approved Inspector’s Obligations**

The Approved Inspector shall provide the Listing text with a logo in JPEG format to PPQ no less than 7 days prior to the Commencement Date. Non-supply of the Listing does not effect the Approved Inspector’s obligation to pay the Charge.

The Approved Inspector agrees and accepts that the publication of the Listing by PPQ in accordance with this Agreement is not an endorsement of the Approved Inspector and/or any of its goods and services.

**Amendments, Editing and Modification of Listings**

PPQ reserves the right to withdraw any Listing from the Planning Portal at any time and/or edit any Listing, if it sees fit.

PPQ also reserves the right to reject any URL link embedded within any Listing.

PPQ shall have a right to amend or edit any Listing and to delete any wording which it believes to be objectionable and/or unlawful.

Acceptance of any Listing by PPQ (including any URL link contained or embedded in the Listing) shall not be deemed to be an acknowledgement by PPQ that the Approved Inspector has complied with any or all relevant laws, regulations or industry codes.

**Eligibility**

To be eligible to place a Listing on the Planning Portal Approved Inspectors, if they are individuals, must:

• register by providing his/her real name, phone number, e-mail address, payment details and other requested information; and

• be over 18 years of age.

**Approved Inspector’s Warranties**

The Approved Inspector warrants that:

• The Listing provided to PPQ for publication is original copyrighted material belonging to the Approved Inspector; and

• PPQ’s use, reproduction, distribution, or transmission of the Listing on the Planning Portal will not and does not infringe any third party rights; and

• That the Listing does not contain material that includes false Listings, unfair competition, defamatory material, invasions of privacy or rights of celebrity, or violations of any anti-discrimination law or regulation; and

• It has complied with the codes of practice issued by the Committee of Listing Practice in the UK (including the British Codes of Listing and Sales Promotion) and the Listing Standards Authority for Ireland in respect of electronic and online Listing and all other relevant industry codes of practice; and

• The Listing submitted pursuant to the Order does not constitute an investment Listing within the meaning of the Financial Services Act 1986 (“Act”) or other applicable law or has been approved by an “authorised person” within the Act or is otherwise permitted under the Act and the Approved Inspector has expressly notified PPQ in writing of this.

**Intellectual Property Rights**

All intellectual property rights in the Listing created or written by or on behalf of the Approved Inspector shall be and will remain the absolute property of the Approved Inspector.

Neither party will gain by virtue of this Agreement any rights of ownership of or in any copyright, patents, trade secrets, trade marks or other intellectual property or proprietary rights owned by the other.

**Licence**

The Approved Inspector hereby grants PPQ a world-wide, non-exclusive, royalty-free licence to reproduce and display the Listing (including all contents, trade mark and brand features contained therein) on the Planning Portal.

**Limitation of Liability**

This provision sets out PPQ’s entire liability to the Approved Inspector and all other liability of PPQ to the Approved Inspector is hereby excluded.

In no event shall PPQ be liable to the Approved Inspector whether in contract, tort, by statute or otherwise in respect of any loss of profits and/or for any special, indirect, incidental or consequential loss or damage arising out of or in connection with the provision of the Services, including without limitation: loss of revenue, loss of anticipated savings, loss of business and/or goods, loss of goodwill, loss of use, loss and/or corruption of data and/or other information. For the avoidance of doubt, neither the types of loss and/or damage specified above nor any similar types of loss and/or damage shall constitute direct loss for the purposes of this Agreement.

Nothing shall exclude or restrict PPQ’s liability for fraudulent misrepresentation and/or for death or personal injury (including but not limited to sickness and death) to the extent that such injury results from the negligence or wilful default of PPQ, its servants, agents or subcontractors.

**Indemnity**

The Approved Inspector shall keep PPQ indemnified in full against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by PPQ as a result of or in connection with the publication of the Listing on the Planning Portal or its performance of this Agreement.

**Termination**

This Agreement shall come into effect when the Order has been accepted by PPQ and shall continue from the Commencement Date for the Term specified in the Order.

Where no Term is specified in the Order either party may terminate this Agreement by giving not less than one months’ prior written notice to the other party.

Without prejudice to any other rights to which it may be entitled, either party may give notice in writing to the other terminating this Agreement with immediate effect if:

• the other party commits any material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified of the breach; or

• if an order is made or a resolution is passed for the winding up of the other party or if an order is made for the appointment of an administrator to manage the affairs, business and property of the other party or if a receiver is appointed of any of the other party’s assets or undertaking or if circumstances arise which entitle the Court or a creditor to appoint a receiver or manager or which entitle the Court to make a winding-up order or if the other party takes or suffers any similar or analogous action in consequence of debt.

During the Term specified in the Order PPQ may terminate this Agreement by giving not less than one months’ prior written notice to the other party. In the event of such termination, the Approved Inspector will be entitled to receive a pro-rata refund of the Charge paid, if the actual Charge paid exceeds the period for which the Listing was available on PPQ. The amount is to be repaid within 45 days.

**General Provisions**

The Approved Inspector may not assign, sub-license or otherwise transfer any rights or obligations under these Terms and Conditions. PPQ reserves the right to assign, sub-licence or transfer any obligations under these Terms and Conditions to a third party.

These Terms and Conditions cannot be varied except in writing by PPQ.

The obligations of each party under these Terms and Conditions shall be suspended during the period and to the extent that that party is prevented or hindered from complying with them by any cause beyond its reasonable control.

If any provision in these Terms and Conditions is found to be invalid or unenforceable by any authority having competent jurisdiction, such invalidity or unenforceability shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect.

Failure by either party to insist upon strict performance of any provision of these Terms and Conditions, or the failure of either party to exercise any right or remedy to which it is entitled under these Terms and Conditions shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established under these Terms and Conditions.

Any notice required to be given pursuant to these Terms and Conditions shall be in writing and shall be given by delivering the notice by hand at, or by sending the same by prepaid first class post to the address of the relevant party set out in the Order or Acceptance Notice or such other address as either party notifies to the other from time to time or by e-mail. Any notice given according to the above procedure shall be deemed to have been given at the time of delivery (if delivered by hand) and when received (if sent by post) or within 1 day (if sent by e-mail) provided that no delivery failure notice is received.

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

These terms and conditions are exclusively governed by English law and the parties hereby submit to the exclusive jurisdiction of the English courts.