



Terms and disclaimer

Updated: November 2022

Planning Portal website Terms and Conditions

Using the Planning Portal

The Planning Portal is a website managed by TerraQuest on behalf of the Department for Infrastructure and 10 local councils. **Users of the Planning Portal site are bound by the terms and conditions set out below so please read these carefully before continuing.**

You should also refer to our [Privacy Policy](#) and [Cookie Policy](#) when using this document.

Please be aware that other websites, which are accessible from the Planning Portal, may contain terms and conditions which are different from those provided by the Planning Portal.

Permitted Use

You are authorised to view and download the materials on the Planning Portal. You may print off individual pages of the content from the Planning Portal for private or personal use, provided that any proprietary notices, marks, logos or other legends that appear on the copied screens remain, and are not removed from the printed or stored images of such screens.

You may not modify the materials on the Planning Portal in any way or reproduce or publicly display, perform, or distribute or otherwise use them for any public purpose.

Any material subject to Crown Copyright may be used in accordance with the terms of the Open Government Licence v3, details of which are available at: <http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/>

Intended users

The Planning Portal content covers planning and regional property certificates in Northern Ireland apart from the Mid Ulster District Council area. We do not represent or warrant that the information available on the Planning Portal complies with the statutory regime of any other country.



If you choose to access the Planning Portal from other locations outside Northern Ireland you do so on your own initiative and you are responsible for compliance with local laws, if and to the extent local laws are applicable.

Copying

You shall not copy, sell, rent, lease, license, sublicense, grant any rights in, transfer, distribute, time-share or otherwise assign to any third party any portion of the Planning Portal.

You must not permanently store or otherwise copy any Planning Portal content for wider distribution or commercial gain.

Intellectual Property and Copyright

Unless otherwise stated, any intellectual property rights arising in respect of the Planning Portal's design, text, graphics, its selection and arrangement, software and all other material (the 'Content') on or in the Planning Portal belong to Planning Authorities, TerraQuest Data Solutions or third-party content providers where indicated.

Copying or use of such intellectual property rights or software is not permitted without the prior approval of the intellectual property owner, unless expressly allowed under these terms and conditions.

If you are an employee of an organisation, you should be aware that any information uploaded to the Planning Portal by you in the process of making an application as an employee is covered by your employment terms and may be the intellectual property of your employer. We recommend that if you change employer or undertake any private work whilst employed, you should open a different account. If you need to amend any account details or transfer data from one account to another, you should do so whilst you still have access to the original email. If you need to amend any account details or transfer data from an account relating to a previous employment, you must provide written authorisation of that employer or an alternative form of identity verification when contacting our Service Desk for assistance.

Unauthorised access by third parties

We have implemented security policies, controls and technical measures to protect the personal data that we have under our control in line with our privacy policy. However, should third parties access the Planning Portal, we will not be liable for any damages or loss arising out of, or resulting from, any unauthorised access to, alteration to or modification of information contained on the Planning Portal.



Illegal Use

You must not use the Planning Portal for any of the following:

- For fraudulent purposes or in connection with a criminal offence or other unlawful activity
- To send, state, publish, use or reuse any material which is offensive, abusive, defamatory, indecent, obscene, threatening or illegal, or in breach of any other rights
- To transmit any chain letters, spam letters or junk email, or participate in mischievous or malicious behaviour which causes or may cause damage, annoyance, inconvenience or needless anxiety to PPQ or any other member or user of the Planning Portal.

We will co-operate with investigations by any law enforcement agency or any relevant authority in the investigation of suspected criminal activity and/or violation of its systems and networks.

Law and disputes

The Terms and Conditions shall be governed and construed in accordance with the laws of Northern Ireland and any dispute arising in relation to the Planning Portal, whether on contract, in tort or otherwise shall be subject to the non-exclusive jurisdiction of the courts.

General

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

Any breach of these Terms and Conditions shall entitle us to immediately terminate your use of the Planning Portal and/or the agreement with you without notice.

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.

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

Disclaimers

Guidance

This website (including all content provided within it) is not a definitive source of information. If you are in any doubt you should contact your Local Authority before undertaking any work.

Accuracy/completeness of information

We require all users and providers of information to ensure the accuracy and completeness of their information. Information is provided without any representation or endorsement made and without warranty of any kind (whether express or implied), including, but not limited to, the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

The information provided on or via the Planning Portal is intended to be informative only and is provided on an "as is" and "as available" basis. In using the Planning Portal, you acknowledge that any reliance upon any information obtained or received via the Planning Portal shall be at your own risk. If you are in any doubt, please seek independent professional advice.

Website functionality and data

We do not warrant that the functions of the Planning Portal will be uninterrupted or error free, that defects will be corrected, or that this Planning Portal, or the servers that make it available, are free of viruses.

We do not warrant that the data transmitted through the Planning Portal will be uninterrupted, error free or free of viruses.

We will not be liable for any breach of these terms, any tort, including negligence, or on any other basis howsoever arising in any event (except for personal liability or death) or for any loss or damage including, without limitation, indirect or consequential loss or damage, or any loss or damages whatsoever arising from use or loss of use of, data or profits arising out of or in connection with the use of the Planning Portal.



Definitions

- **Application** means any Planning Portal supplied form used to process and submit information to a Local Planning or Building Control Authority.
- **Browser** means a software application used to locate and display web pages.
- **Cookie** means message given to a web browser by a web server. The browser in a text file called cookie.txt then stores the message. Each time the browser requests a page from the server, this message is sent back. A cookie's main objective is to identify users and personalise their visit by customising web pages for them, for example by welcoming them by name

next time they visit the same site. A site using cookies will usually invite you to provide personal information such as your name, e-mail address and interests.

- **Crown Content** means the information, documents and material provided on or via the Planning Portal that was originated by a UK government department or agency which is subject to Crown copyright protection.
- **IP (Internet Protocol)** means the technical standard that allows data to be transmitted between two devices connected to the internet.
- **Third party content** means the information, documents, material, advertising and sponsorship provided on or via the Planning Portal by content developers other than PPQ.
- **Web server** means a system that delivers (serves up) web pages to your browser.

Privacy and Cookie Policy

In the course of using the Planning Portal services, you may submit information (including your personal data and the personal data of others). By accessing and using this site, you are expressly consenting to our processing your data in the manner described in our privacy and cookie policies.

[View our full privacy policy.](#)

[View our cookie policy](#)

If for some reason you object to this use and any disclosure of your personal information, then please do not register with us or use the Planning Portal.

This privacy and cookie policy forms part of the terms and conditions of the Planning Portal.

Third Party websites linked to from the Planning Portal are not covered by our privacy policy. We recommend you review the privacy policies of such websites before continuing to use these.



Who we share your information with

Your information will be held by DfI and the Councils. Your personal data will not be shared or disclosed to any other organisation without your consent unless the law permits or places an obligation on us to do so. No personal information you give us will be used for commercial purposes.

- Information may be shared internally among officers and other agencies/government bodies who are involved in processing planning applications and where necessary between internal council or central departments with the purpose of supporting an effective delivery of service.

- We may share your personal data with other Government bodies and enforcement agencies for the prevention, investigation or detection of crime.

- We have contracts with a number of third party service providers that support the day-to-day operation of our Planning Portal and we share access with these service providers.

- We may disclose or share information we have collected and processed with a third party if we are under a duty to do so or in order to comply with any legal obligation, or in order to enforce or apply our terms of use and other agreements; or to protect the rights, property, or safety of the Planning Portal, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection. If we transfer ownership or management of the website to a third party we may also transfer your data to them, provided they comply with UK GDPR requirements.

Contact us

If you have any questions about your personal data or our Privacy Policy or if you wish to correct any data about yourself that you feel to be inaccurate, provide us with feedback, or make an access request to your personal data, please contact your local Planning Authority

Changes to the terms and conditions

Any changes we may make to our terms and conditions in the future will be posted on this page.