

Terms and Conditions

Terms of website use

Welcome to the Planning Inspectorate's Appeals Casework Portal (ACP) website. This page (taken with the documents and pages it refers to) tells you the terms of use which you agree to when you use <https://acp.planninginspectorate.gov.uk/>. ("the Website"). Please read these terms of use carefully before you start to use the Website. By using the Website, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to accept these terms of use, please refrain from using the Website.

Information about us

The Website is operated by the Planning Inspectorate. The Planning Inspectorate is a joint Government Agency, sponsored by the Department for Communities and Local Government and Welsh Government. Corporate information about us, including contact details, can be found at <https://www.gov.uk/government/organisations/planning-inspectorate> for England and <http://planninginspectorate.gov.wales> for Wales.

Accessing the Website

You agree to use this site only for lawful purposes, and in a manner that does not infringe the rights of, or restrict or inhibit the use and enjoyment of, this site by any third party.

Access to the Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the service we provide on the Website without notice (see below). We will not be liable if for any reason the Website is unavailable at any time or for any period.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use.

You are responsible for making all arrangements necessary for you to have access to the Website. You are also responsible for ensuring that all persons who access the Website through your internet connection are aware of these terms, and that they comply with them.

How we use your information

By using our Website, you consent to such processing and you warrant that all data provided by you is accurate.

We process appeal and other casework information, and the personal data included with this, as outlined in our [Privacy Statement](#).

Retention Periods

Appeals Casework Portal accounts

You will need to create an account in order to submit an appeal when using the Website. If you would like more information on how we use your personal details, please see paragraph above or visit our [FAQs](#). The Website will automatically delete accounts (**excluding local planning authority (LPA) accounts**), which have not been accessed for 3 years.

The definition of the term 'accessed' in this situation means if an account has not been **successfully** accessed within a 3 year time period. If a customer attempts to log on unsuccessfully, this will not be deemed as accessing the account and will not affect the 3 year time period.

No personal data previously held on the deleted account will be retained on the Website database after this timeframe has expired.

Once an account has been deleted, customers will be able to re-use the same email address and username should they wish to create a new ACP Website account.

Guest log-in

For customers who choose to submit representations via the guest log-in facility, their submission will be stored on the Website database for 1 year. Any attachments uploaded to the form will be deleted from the database after 30 days.

Manual deletion

Customers will be able to delete their own appeals/questionnaires/representations from their ACP Website account (i.e. those which have been submitted and those which have been started but not yet submitted to the Planning Inspectorate).

Automatic deletion of items not yet submitted

Appeals/questionnaires/representations (including attachments) which have been started but not yet submitted to the Planning Inspectorate will be deleted

from the ACP Website database if they have not been updated in 180 days. This will mean that they are no longer viewable on the customer's ACP Website account.

If a customer simply goes into the form without moving between tabs, answering a previously unanswered question or amending a question, then this isn't classed as an update and the 180 day countdown continues. If the user goes into the form and does one of the aforementioned, then this **is** classed as an update, and the 180 day countdown begins again.

21 days prior to the item being deleted, an icon will appear next to the submission. When hovered over, the icon displays how many days there are before the submission is deleted. If a user wants an item to remain, then they will need to go into the item and make an update for the 180 day countdown to begin again.

Automatic deletion of items successfully submitted

For non-LPA (local planning authority) customers, appeals/representations will be deleted from the ACP Website database (so it will no longer be viewable on their ACP Website account) 1 year after submission.

For LPA (local planning authority) customers, questionnaires/representations will be deleted from the ACP Website database (so it will no longer be viewable on the customer's ACP Website account) 180 days after submission.

All attachments uploaded to the forms will be deleted from the ACP Website database 1 year after submission.

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In addition, we may make some of our information available through feeds to third parties for use on websites or other applications. Please be aware, however, that these are not our products. These applications may use versions of our information and guidance that has been edited or cached. The most up-to-date version of our information will always be that available on the Website. We do not provide any guarantees conditions or warranties as to the accuracy of any such third party products and do not accept liability for loss or damage incurred by users of such third party products under any circumstances.

Reliance on information posted

Commentary and other materials posted on the Website are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to the Website, or by anyone who may be informed of any of its contents.

The website changes regularly

We aim to update the Website regularly, and may change the content at any time. If the need arises, we may suspend access to the Website or close it indefinitely. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Our liability

The material displayed on the Website is provided without 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.
- Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the Website or in connection with the use, inability to use, or results of the use of the Website, any websites linked to it and any materials posted on it, including, without limitation any liability for: loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill, wasted management or office time and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

Hyperlinks

The Website may provide hyperlinks to other websites. The Planning Inspectorate is not responsible for the availability of such other websites and does not endorse, and is not responsible or liable for any content, products or other materials available on such other websites.

Viruses, hacking and other offences

You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any material posted on it, or on any website linked to it.

Linking to the website

You may link to the Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to the Website from any website that is not owned by you.

The Website must not be framed on any other site. We reserve the right to withdraw linking permission without notice.

If you wish to make any use of material on the Website other than that set out above, please submit an [enquiry](#).

Jurisdiction and applicable law

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a visit to the Website. These terms of use are governed by English law.

Variations

We may revise these terms of use at any time by amending this page. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you. Continued use of the Website after a change has been made is deemed to be your acceptance of the change.

Some of the provisions contained in these terms of use may also be superseded by provisions or notices published elsewhere on the Website.

General

We accept no liability for any failure to comply with these terms and conditions where such failure is due to circumstances beyond our reasonable control.

If we waive any rights available to us under these terms and conditions on one occasion, this does not mean that those rights will automatically be waived on any other occasion.

If any of these terms and conditions are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions shall nevertheless continue in full force.

Your concerns

If you have any concerns about material which appears on the Website, please submit them through our [contact page](#).