

## Report-a-Flood: Terms and conditions of use

SEPA's provision of Report-a-Flood implements the principals of the Flood Risk Management (Scotland) Act 2009 and fulfils specific requirements relating to section 73 and section 74.

The information on Report-a-Flood is sourced from reports made by members of the public and organisations

It is not verified by SEPA. It is the responsibility of the user of this information to validate any information given and take appropriate action. All users of this information are bound by these terms and conditions.

SEPA hereby disclaims any and all liability for all loss, injury or damage (direct, indirect, consequential or special) arising out of or in connection with your use of the website including without limitation, any and all liability:

1. relating to the accuracy completeness, reliability, availability, suitability, quality, ownership, non-infringement, operation, merchantability and fitness for purpose of the information;
2. relating to SEPA's work procuring, compiling, interpreting, editing, reporting and publishing the information;
3. relating to any interruption, failure or cessation of operation or transmission;
4. resulting from any acts or omissions of any third parties in connection with our use of Report-a-Flood;
5. resulting from reliance upon, operation of, use of or actions or decisions made on the basis of, any facts, opinions, ideas, instructions, methods, or procedures set out in Report-a-Flood;
6. arising out of or relating to your mis-use of or inappropriate reliance on any information; and
7. resulting from any virus, worm, Trojan, time-bombs, keystroke loggers, spyware, adware or any other kind of malware or contamination of computing equipment.

### Ownership

The information displayed on Report-a-Flood is owned by SEPA. On submitting information to SEPA, the provider accepts these terms and conditions and allows SEPA to use the information for the purposes of flood risk management which includes publishing information on the Report-a-Flood website page and to guide further research and development of flooding information.

SEPA is not responsible for the accuracy of information and cannot be held responsible for the misuse or misinterpretation of the information. Data submitted to Report-a-Flood is not used by Floodline, SEPA's flood warning service, but may be used for the purposes of flood risk management.

You may use Report-a-Flood for your own personal use. The information is not suitable for any commercial, business, professional or other income generating purpose or activity. Your use of Report-a-Flood must not be detrimental to SEPA, its activities or the environment.

SEPA cannot guarantee that Report-a-Flood will be available at all times and shall not be

liable for any system downtime or other associated issues. SEPA cannot be held responsible for any damage or costs associated with flooding or reporting a flood.

### **Submitting information**

SEPA reserves the right to publish or not publish information as it deems appropriate. Only information for Scotland will be displayed but may still be retained for the purposes of flood risk management.

Submitting information by reporting a flood to SEPA through any channel is an acceptance of these terms and conditions. Information should be truthful accounts of observed flooding.

### **Modification**

SEPA has the right, at its sole discretion and at any time, to change or modify Report-a-Flood, including the information that we gather to record the flood reports. Your continued use of the Report-a-Flood after any changes shall constitute your acceptance of any revised terms and conditions.

### **Data Protection**

You agree not to use the Report-a-Flood information in any way that constitutes a breach of the Data Protection Act 1998.

You are not obliged to provide your personal information to use Report-a-Flood. Under the Data Protection Act 1998 you are entitled to request access to information that SEPA holds about you and ask for any necessary changes to ensure that such information is accurate and up to date.

SEPA is subject to the Freedom of Information (Scotland) Act 2002 and the Environmental Information (Scotland) Regulations 2004.

### **No Partnership or Agency**

Nothing in these Terms and Conditions are intended to, or shall be deemed to, establish any partnership or joint venture between you and SEPA.

### **No Interference**

Nothing within these Terms and Conditions interferes with the statutory rights or obligations of you or SEPA.

### **Jurisdiction**

These Terms and Conditions are governed by Scots law and in the event of any dispute you agree to submit to the exclusive jurisdiction of the Scottish Courts.