



For the future of our environment

SEPA Report-a-Flood Terms and Conditions



February 2024

Report-a-Flood Terms & Conditions of Use

Short summary

Report a Flood is an online service from the Scottish Environment Protection Agency (SEPA) which enables you to report localised flooding to help inform the future of flood risk management in Scotland. Any reports of flooding from rivers, the sea or surface water you provide to us:

- **will** be used to help check the effectiveness of our flood forecasting & warning services;
- **will** inform future flood risk management planning and investment;
- **won't** receive an acknowledgement or be published online;
- **won't** be used for immediate operational use, and no response activity is undertaken on the basis of information submitted; and
- **won't** ask for or retain personal data.

In more detail

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 anyone. 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;

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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 misuse 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.

Data use

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, but is not exclusive to, guiding further research and development of flooding information.

Whilst all reasonable effort has been made to ensure information provided via Floodline is up to date, complete and accurate for its intended purpose, no representations, warranties, or guarantees (either express or implied) are given by SEPA and ultimate responsibility lies with you to act upon any information given. SEPA will not be responsible if the information provided is misinterpreted and/or misused by you.

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 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. Such changes shall be effective immediately. Your continued use of Report-a-Flood after any changes shall constitute your acceptance of any changes to Report-A-Flood and 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 2018. You are not asked to provide your personal information to use Report-a-Flood. Under the Data Protection Act 2018 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. Nothing in these Terms and Conditions are intended to, or shall be deemed to, establish any partnership or joint venture between you and SEPA. Nothing within these Terms and Conditions interferes with the statutory rights or obligations of you or SEPA.

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.

Who we are

The Scottish Environment Protection Agency (“SEPA”, “we”, “us” or “our”) was established by the Environment Act 1995 and has its principal place of business at SEPA, Angus Smith Building 6, 4 Parklands Avenue, Eurocentral, Holytown, North Lanarkshire, ML1 4WQ.

How we use your personal information

For more information on how SEPA handles personal information, please see also our [General privacy policy](#).

We have a Data Protection Officer who makes sure we respect your rights and follow the law. If you have any concerns or questions about how we look after your personal information, please contact SEPA's Data Protection Officer at dataprotection@sepa.org.uk or by calling 03000 99 66 99 and ask to speak to the Data Protection Officer.

For information on accessing this document in an alternative format or language, please contact SEPA by emailing equalities@sepa.org.uk

If you are a user of British Sign Language (BSL), the Contact Scotland BSL service gives you access to an online interpreter, enabling you to communicate with us using sign language. contactscotland-bsl.org