

The Scottish Flood Asset Database (SFDAD)

Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE DATABASE.

1. These Terms and Conditions

These Terms and Conditions tell you the rules for using the Database.

The Scottish Flood Asset Database are referred to in these Terms and Conditions as “the Database” or “SFDAD”.

The Scottish Environment Protection Agency is referred to in these Terms and Conditions as “SEPA”.

Headings are for convenience only and shall not affect the construction or interpretation of these Terms and Conditions.

2. Acceptance of Terms and Conditions

By using your approved log in to access the Database, you agree that you have read, understood, and will be bound by the Terms and Conditions provided below. If you do not agree to these Terms and Conditions you must not access the Database.

3. Other terms that may apply

These Terms and Conditions refer to our privacy policy and cookies policy as these may apply to your use of the Database. You can access SEPA’s privacy policy and cookies policy on our website at www.sepa.org.uk/help/privacy-policy.

4. SEPA may change these terms

SEPA may amend these Terms and Conditions from time to time. Every time you wish to use the Database, please check these Terms and Conditions to ensure you understand the terms and conditions that apply at that time. Your continued use of the Database shall constitute your acceptance of the revised Terms and Conditions.

5. Membership

SEPA may at its sole discretion determine who may have access to the Database. The Database may only be accessed by individuals who have registered with SEPA. The log in you receive from SEPA must not be transferred or shared with any other individual or organisation.

6. SEPA may modify the Database

SEPA may review the Database as it deems necessary. SEPA has the right, at its sole discretion and at any time, to change or modify the Database. Any such changes will be effective immediately.

You are responsible for reviewing the Database to obtain up to date information.

7. SEPA may suspend or withdraw part or all of the Database

The Database is made available free of charge. SEPA does not guarantee that the Database will always be available or will be uninterrupted.

SEPA may suspend or withdraw or restrict the availability of all or any part of the Database for business and operational reasons.

8. Ownership of the Database

SEPA are the administrators of the Database but SEPA does not have ownership of the content.

You acknowledge that the ownership of the content of the Database and any intellectual property rights therein shall remain with their owners and that you shall have no rights in the Database other than in accordance with these Terms and Conditions.

9. Use of the Database

The Database contains information relating to river and coastal flood defence schemes and their associated assets.

Your use of the Database is limited viewing the contents for Internal Business Use to help inform flood risk management activities.

You must not copy, transfer, assign, distribute, modify, create derived products, commercially use or reverse engineer the contents of the Database.

You must not use the Database to identify flood risk for individual properties or point locations.

10. Warranties and Indemnities

The content within the Database is provided on an "is as" basis. SEPA makes and gives no representations, warranties or guarantees, whether express or implied, that the Database is accurate, complete or up to date and ultimate responsibility lies with You to validate any use of the Database.

SEPA cannot guarantee that the Database will be fully operational at all times and shall not be liable for any system downtime or associated issues.

11. SEPA's Responsibility for Loss or Damage Suffered by You

SEPA excludes all implied conditions, warranties, representations or other terms that may apply to the Database or any content in it.

SEPA will not be liable to you for any loss or damage, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

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- use of, or inability to use, the Database; or
- use of, or reliance on any content displayed in the Database.

In particular, SEPA will not be liable for:

- Loss of profits, sales, business or revenue;
- Business interruption;
- Loss of anticipated savings or wasted expenditure;
- Loss of business opportunity, goodwill or reputation; or
- Any indirect or consequential loss or damage.

12. Audit and Inspection

SEPA reserves the right to audit and inspect Your use of the Database as deemed appropriate by SEPA. You shall co-operate fully in any such audit and inspection by taking all steps required by SEPA, in its sole discretion and You will be liable for all expenses incurred by SEPA in conducting such, including fees for any external auditor that may be appointed.

13. Data Protection and Privacy

You agree not to use the Database in any way that constitutes a breach of the Data Protection Act 2018 or any statute, directive, other legislation, law, regulation or other relating to data protection, the processing of personal data and privacy from time to time.

SEPA will only use Your personal information in accordance with our privacy policy and cookies policy, which You can access at www.sepa.org.uk/help/privacy-policy.

As the Database is hosted by a third party, You consent to Your personal data being processed by the third party where necessary for the administration of the Database.

14. Termination

SEPA may terminate Your log in with immediate effect at any time and for any reason at SEPA's sole discretion.

15. No partnership or Agency relationship

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

16. Third Party Rights

No party other than you and SEPA shall have a right to enforce these Terms and Conditions.

17. Statutory Rights and Obligations

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

18. Entire Agreement

These Terms and Conditions constitute the entire agreement between SEPA and You for the use of the Database.

19. 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.