

Terms & Conditions

1. The information accessible through www.bandonfloodwarning.ie has been compiled from many sources, some of which may not be controlled by Cork County Council.
2. While all reasonable care has been taken in the compilation and publication of the contents of this web site, Cork County Council and its agents (including but not limited to the Office of Public Works & RPS Consulting Engineers Limited) makes no representations or warranties, whether expressed or implied, as to the accuracy or suitability of the information or materials contained in this resource.
3. Access to and use of the information herein is entirely at the risk of the user.
4. Cork County Council and its agents shall not be liable, directly or indirectly, to the user or any other third party for any damage resulting from the use of the information contained or implied in www.bandonfloodwarning.ie.
5. Cork County Council and its agents do not assume legal or other liability for any inaccuracy, mistake, mis-statement or any other error of whatsoever nature contained herein.
6. Cork County Council and its agents hereby formally disclaims liability in respect of such aforesaid matters.
7. The information contained within this site is of a condensed and general informational nature only and can change from time to time. It should not, by itself, be relied upon in determining legal rights or other decisions.
8. Visitors to the site are advised to verify, by direct and live contact with Cork County Council and its agents, any information on which they may wish to rely.
9. Cork County Council and its agents has endeavoured to attribute copyright or other intellectual rights to the rightful owners where such course has been appropriate.
10. Where any attribution has been missed or overlooked Cork County Council and its agents, on being informed, will correct this omission.
11. Cork County Council, its Councillors, directors, employees, servants and agents, affiliates or other representatives and their respective parent and subsidiary companies, shall not be liable in respect of any claims, emergencies, demands, causes of action, damages, losses, expenses, including without limitation, reasonable legal fees and costs of proceedings arising out of or in connection with the use and/or dissemination of personal information relating to you in accordance with this privacy policy and your consents.
12. You should be aware that where you link to another website from www.bandonfloodwarning.ie or other Council websites, that Cork County Council has no control over that other website. Cork County Council has no responsibility for the privacy practices of other websites.
13. By proceeding into www.bandonfloodwarning.ie you are accepting this disclaimer / Terms & Conditions.

Data Protection Policy

1. Cork County Council is committed to meeting its responsibilities under the Data Protection Acts 1988 & 2003. All data supplied will be stored & handled to meet with Cork County Council's own Data Protection Policy.
2. Personal information supplied to www.bandonfloodwarning.ie will be used only in connection with Bandon Flood Early Warning System & other relevant local flood issues e.g. updates on Bandon Flood Relief Scheme, Bandon Flood Emergency Plan

SMS Service Disclaimer

1. Definitions

- 1.1 'You' and 'Your' mean the person who is registering for the Service.
- 1.2 'We', 'Us' and 'Our' mean Cork County Council, its employees and agents (including but not limited to the Office of Public Works and RPS Consulting Engineers Limited).
- 1.3 'Service' means the Bandon Flood Early Warning System (Bandon FEWS) scheme offered on a voluntary basis by Cork County Council. Under this scheme eligible individuals can opt to receive a Message warning of a flood event at Bandon Town.
- 1.4 'Message' means information sent to You by SMS text.
- 1.5 'Terms and Conditions' means clauses 1 – 9 inclusive of this Disclaimer.

2. Eligibility & Subscription to the Service

- 2.1 To be eligible for the Service You must be resident within, or work within, the geographical area managed by Cork County Council.
- 2.2 If You are under 16, You must get permission from Your parent or guardian before You subscribe to the Service.
- 2.3 Messages sent by Us to You are free of charge.
- 2.4 You can join the scheme by registering on Our website (www.bandonfloodwarning.ie).
- 2.5 You can register one mobile phone number registered on an Irish network.
- 2.6 We can not provide the Service to any fixed line telephone, a computer capable of receiving text messages or a virtual mobile phone number.
- 2.7 We will audit the data supplied to Us from time to time. If We believe from the information You have supplied that You do not meet the eligibility criteria We will remove You from the Service without notice. We may also contact You to check that the details We hold for You are correct.
- 2.8 Once You have subscribed to the Service You will be deemed to have accepted the Terms and Conditions.

3. SMS Service

- 3.1 You must be the owner, or an authorised user, of the mobile phone You are using for the Service.
- 3.2 You must tell us immediately if Your phone is lost or stolen, or if You change the mobile number You gave Us. If You do not tell Us, We will continue to send messages to the mobile number You supplied.
- 3.3 You understand that if Your phone is switched off or out of coverage for an extended period of time (varied depending on network provider) Your network provider may delete any Message received.
- 3.4 You understand that the Service may, at any time, be adversely affected by problems with Your mobile phone network, including, without limitation, network coverage. We are not responsible or liable to You for any loss, damage, direct or indirect expenses incurred by You as a result of any difficulties experienced with Your mobile phone service provider.
- 3.5 You are responsible for paying charges on any text messages You send to Us. You will be charged by Your mobile phone service provider according to the tariff You have with Your provider.
- 3.6 Our Offices are at Cork County Council, County Hall, Cork. The text messages will be sent to you without the details of our offices.

4. Message Content

4.1 The content of any Message sent from Us is for general information purposes only. Any reliance on this information is at Your own risk.

4.2 Although We will take reasonable steps to ensure that the information contained within the Message is correct, You should be aware that the information may be incomplete, inaccurate or out of date. No liability can be accepted for any inaccuracies or errors.

4.3 Messages will contain only basic information relating to flood event. Further information will be available on Our website, www.bandonfloodwarning.ie. While We will take reasonable steps to ensure the information on Our website is correct, You should be aware that the information may be incomplete, inaccurate or out of date. No liability can be accepted for any inaccuracies or errors. Any reliance on information posted on Our website is at Your own risk. Use of the website is subject to our Terms & Conditions.

4.4 You are further advised that in order for Us to perform the Service We are entirely reliant upon the proper functioning of the systems, which generate the information upon which a decision to send a message is taken and which transmit the message. All reasonable steps will be taken to ensure such technology is regularly serviced and maintained as appropriate.

4.5 Messages may be sent at any time during a 24-hour period, depending on the time the flood emergency occurs. The decision whether, and at what time, to send Messages is at Our discretion, and is assessed on a case-by-case basis by the Bandon Flood Emergency Response Team.

4.6 Messages may not be sent for reasons beyond our control e.g. lightning strike or such like.

4.7 We may have to interrupt the Service to carry out maintenance, or for reasons beyond our control. We will try and keep such interruptions to a minimum but cannot guarantee that the Service will be available during a flood emergency.

4.8 We may occasionally send out test Messages as part of our Flood Emergency Response Test process. Any test messages will be clearly identified.

4.9 We are unable to reply or action any Messages sent from You. If You wish to contact Us about anything, including confirming subscription or a request to unsubscribe, You should contact our Customer Service department (email: info@bandonfloodwarning.ie). Full details on other ways to contact Us are available from Our website.

5. Unsubscribing

5.1 We will respect Your right to unsubscribe and We will remove You from the Service as soon as is reasonably practical, once We have received notification from You.

5.2 You can also unsubscribe from Service by updating your details on Our website.

6. Feedback

6.1 Should You wish to give Us feedback about the service You can do so by using the Contact Us facility available on Our website.

7. Data Protection & Privacy

7.1 The information collected by Us is used to fulfil Your request to join the Service. Any information You supply to Us will be processed in compliance with the principles set out in the Data Protection Acts 1998 and 2003.

7.2 We reserve the right to contact You from time to time via text or post for the purposes of research / review of the Service or to tell You about other Services provided by Cork County Council that may be of interest to You.

7.3 For further details on Data Protection Policy you should contact Cork County Council County Hall Cork.

8. General

8.1 This Service is not designed to replace any other existing warning systems. It is designed to enhance the level of information being given to the local communities. Nothing in this Service relieves You from your obligation to take all proper and prudent steps to protect yourself, your dependents and your property.

8.2 We reserve the right to stop the Service at any time by giving You 28 calendar days notice, or immediately if required to do so by law.

8.3 To the extent permitted by law, We disclaim all representations or warranties of any kind, whether express or implied. All information, services and other resources are made available "as is" and "as available" without warranty of any kind.

8.4 Neither We, or any of Our information suppliers, offices, employees or agents shall be liable for any loss, damage or expenses arising out of, or in connection with, the use of the information distributed by the Service, including without limitation liability for negligence, incidental or consequential damages and/or loss suffered by any person acting or refraining from action as a result of or in connection with the Service, to include any reliance placed by such person on the Service and any ancillary service.

8.5 To the maximum extent permitted by applicable law, in no event shall We be liable for any direct, indirect, special, punitive, incidental, exemplary or consequential damages or any damages whatsoever, resulting from any loss of use, loss of data, loss of profits, business interruption, litigation, or any other pecuniary loss, whether based on breach of contract, tort (including negligence), product liability or otherwise arising out of or in any way connected with the use or performance of this Service with the delay or inability to use the Service, including for the avoidance of doubt reliance on information provided, with the delay or inability to use the Service, or with the provision of, or failure to make available any information, services, products, materials or other resources available on or accessible through the website, even if advised of the possibility of such damages.

8.6 We do not guarantee the sequence, accuracy, or completeness of any information or content of the Messages and shall not be liable in any way to you or anyone else who may use the information or content or to whom the information or content may be furnished, for any delays, inaccuracies, unavailability, errors or omissions there from or in the transmission or delivery of all or any part thereof or for any damage arising there from or occasioned thereby.

8.7 Without derogating from the generality of the foregoing, We hereby formally disclaim liability of every kind whatever in relation to any loss or damages which may arise as a result of flood damage caused to any person or property which may be claimed as being in anyway attributable to the Service offered or any defect in its content or operation.

8.8 You acknowledge and agree that the limitation set forth above are fundamental elements of this agreement and the site would not be provided to you in the absence of such limitations.

8.9 Terms and Conditions may change from time to time. We will inform you of any change and ensure that the Terms and Conditions are published on Our website. You should therefore check periodically for changes. If you do not unsubscribe you shall be deemed to accept those changes whether or not you have reviewed them.

8.10 These Terms and Conditions are governed by Irish Law and any disputes will be settled by the Irish Courts.

9. Non Acceptance of these Terms and Conditions

9.1 If You do not agree to these Terms and Conditions We are unable to offer You the Service. You should not register Your details with Us for the purposes of registering for this Service.