

# Terms and conditions of use

This page and any pages it links to explain our terms and conditions of use. You must agree to these to use DRS Online.

#### Who we are

DRS Online is administered and owned by the Water Management Alliance (WMA) on behalf of Broads IDB, East Suffolk WMB, King's Lynn IDB, Norfolk Rivers IDB, Pevensey & Cuckmere WLMB, South Holland IDB and Waveney, Lower Yare & Lothingland IDB. The WMA is a consortium of 7 coastal Internal Drainage Boards and will be referred to as 'we', 'us' or 'our' from now on.

## **Using DRS Online**

You agree to use DRS Online for lawful purposes only. You must use it in a way that doesn't infringe the rights of, or restrict or inhibit the use and enjoyment of, this site by anyone else. You must also ensure that the information you provide us with is accurate and up to date. We reserve the right to stop you from using DRS Online should we consider that your account is being misused.

We update DRS Online all the time. We can also change or remove content at any time without notice.

You can cancel your use of DRS Online at any time by de-registering through your account profile. After you've cancelled your registration you will not be able to use DRS Online. If you want to start using our online services again you will need to reactivate your account or re-register.

#### Services and transactions

You can use DRS Online to manage your drainage rating account(s), pay your bill and advise us of any changes in land occupancy.

## Refunds policy

DRS Online enables you to pay your drainage rates electronically and we don't therefore generally offer refunds, unless you've erroneously paid us more than we've said you owe. If you do pay us more than we've said you owe, in error, we will usually offer to refund any such overpayment immediately, should you request this through DRS Online in the same financial year that your payment was made (between 1 April and 31 March).

If you believe something is wrong with the amount of drainage rates we have requested you to pay as shown on your current Rate Demand, either before or after you pay, please advise us of this immediately through DRS Online.

We will consider any request to alter the drainage rates demanded or to fully/partially refund any drainage rates you've paid for the current and previous financial year only, in accordance with the Land Drainage Act 1991, the Board's Register of Hereditaments: Maintenance and Inspection Policy and Rate Levies Collection Policy. Both policies can be viewed and downloaded from the Board's Drainage Rates and Special Levies page on our website.

Please note that any refunds requested directly through PayPal or Stripe that they honour, which have not been discussed and agreed with us beforehand will be collected from you through the courts in the usual manner, in addition to the drainage rates due, PayPal's/Stripe's fees and the Board's own collection costs.

## Linking to DRS Online

We welcome and encourage other websites to link to DRS Online.

You must contact us for permission if you want to either:

- Charge your website's users to click on a link to any page on DRS Online.
- Say your website is associated with or endorsed by DRS Online or the Water Management Alliance.

## **Linking from DRS Online**

DRS Online links to websites that are managed by others. We don't have any control over the content on these websites.

We're not responsible for:

- The protection of any information you give to these websites.
- Any loss or damage that may come from your use of these websites, or any other websites they link to.

You agree to release us from any claims or disputes that may come from using these websites.

You should read all terms and conditions, privacy policies and end user licences that relate to these websites before you use them.

### Using DRS Online content

The base mapping content on DRS Online is subject to Google's terms of service.

The map layers we show on Google maps have been digitised by us using Ordnance Survey maps and are therefore subject to <u>Crown copyright</u> <u>protection</u>, published under the <u>Open Government Licence</u> (OGL) and WMA copyright protection.

You can reproduce mapping content published on DRS Online under Google's terms of service and the OGL, as long as you follow the conditions set out in Google's terms of service and the OGL licence.

Contact us if you want to reproduce content but aren't sure if it's covered by Google's terms of service, Crown copyright, OGL or WMA's copyright.



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The most up to date version of our content will always be on DRS Online.

### **Disclaimer**

While we make every effort to keep DRS Online up to date, we don't provide any guarantees, conditions or warranties that the information will be:

- Current
- Secure
- Accurate
- Complete
- Free from bugs or viruses

We don't publish advice on DRS Online. You should get professional or specialist advice before doing anything on the basis of the content.

We're not liable for any loss or damage that may come from using DRS Online. This includes (but isn't limited to):

- Any direct, indirect or consequential losses.
- Any loss or damage caused by civil wrongs ('tort', including negligence), breach of contract or otherwise.
- The use of DRS Online and any websites that are linked to or from it.
- The inability to use DRS Online and any websites that are linked to or from it.

This applies if the loss or damage was foreseeable, arose in the normal course of events or you advised us that it might happen.

This includes (but isn't limited to) the loss of:

- Income or revenue
- · Salary, benefits or other payments
- Business
- Profits or contracts
- Opportunity
- Anticipated savings
- Data
- Goodwill or reputation
- Tangible property
- Intangible property, including loss, corruption or damage to data or any computer system
- Wasted management or office time

We may still be liable for:

- Death or personal injury arising from our negligence
- Fraudulent misrepresentation
- Any other liability which cannot be excluded or limited under applicable law

### Requests to remove content

You can ask for content to be removed from DRS Online. We'll only do this in certain cases, e.g. if it breaches copyright laws, contains sensitive personal data or material that may be considered wholly inaccurate, out of date, obscene or defamatory.

Contact us to ask for content to be removed. You'll need to send us your Account ID and explain why you think the info should be removed. We'll reply to let you know whether we'll remove it.

We remove content at our discretion in discussion with the Account Holder and others. You can still request information under the Freedom of Information Act, the Environmental Information Regulations, the Data Protection Act and General Data Protection Regulations (GDPR).

### Information about you and your visits to DRS Online

We collect information about you in accordance with our privacy policy. By using DRS Online, you confirm your understanding of why we have your information and agree to us collecting other information such as your IP address and the type of web browser you use and that any data you provide us with through DRS Online is accurate.

It is important to note that we do not collect any information about how you use DRS Online. We only use cookies for holding your authentication permit /token once you've logged in, so you remain logged in and are able to use DRS Online.

#### Virus protection

We make every effort to check and test DRS Online for viruses at every stage of production. You must make sure that the way you use DRS Online doesn't expose you to the risk of viruses, malicious computer code or other forms of interference which can damage your computer system.

We're not responsible for any loss, disruption or damage to your data or computer system that might happen when you use DRS Online.

### Viruses, hacking and other offences

When using DRS Online, you must not introduce viruses, trojans, worms, logic bombs or any other material that's malicious or technologically harmful.



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You must not try to gain unauthorised access to DRS Online, the server on which it's stored or any server, computer or database connected to it.

You must not attack DRS Online in any way. This includes denial-of-service attacks.

We'll report any attacks or attempts to gain unauthorised access to DRS Online to the relevant law enforcement authorities and share information about you with them.

## **Governing law**

These terms and conditions are governed by and construed in accordance with the laws of England and Wales.

Any dispute you have which relates to these terms and conditions, or your use of DRS Online will be subject to the exclusive jurisdiction of the courts of England and Wales.

#### General

There may be legal notices elsewhere on DRS Online that relate to how you use the site.

We're not liable if we fail to comply with these terms and conditions because of circumstances beyond our reasonable control.

We might decide not to exercise or enforce any right available to us under these terms and conditions. We can always decide to exercise or enforce that right at a later date.

Doing this once won't mean we automatically waive the right 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 will still apply.

## Changes to these terms and conditions

Please check these terms and conditions regularly. We can update them at any time without notice.

You'll agree to any changes if you continue to use DRS Online after the terms and conditions have been updated.