HOUSE FLOOD PROTECTION PILOT SCHEME
PARTICIPATION AGREEMENT

Leeds City Council agrees to do the following

1. To provide, at no cost to the Property Owner, demountable flood protection boards and air-brick covers. These will remain the property of the Council, but will need to be stored by the Property Owner at the Property, or at some other location, near to the Property, as the Council shall indicate.

2. To arrange for the installation of permanent fittings to the Property to enable the Owner or the tenant to deploy the flood protection boards in the event of a severe rainfall forecast or a flood warning.

3. To ensure that the company installing any fittings to the Property carry adequate insurance to recompense the Property Owner or the tenant in the event of any damage or accident during the installation phase of the work.

4. To provide the Property Owner or the tenant with training in the use and deployment of the flood protection boards and air brick covers.

The Property Owner agrees to do the following

1. To store the flood protection boards and air-brick covers securely and protect them from damage.

2. To participate in any community wide implementation plan for the deployment of the flood boards, so far as they are reasonably able to do so.

3. To carry out any ancillary work, which the Council identifies as a necessary component of the flood protection installation, such as fitting non-return valves etc.

4. To be included on the Environment Agency’s Flood Warning Scheme.

5. To deploy the flood protection boards and air-brick covers, in accordance with the manufacturer’s instructions.

6. To notify the Council in writing if they dispose of the property and to surrender the flood protection boards and air-brick covers back to Council for possible transfer to the new owner.

7. To allow access to the property at all reasonable times for the purposes of installation and inspection of the permanent fittings and any subsequent remedial work, if required.

8. If the Property is currently rented, or becomes rented, to encourage the tenant to undertake actions 1 to 7 above and be aware of the limitations of the Council’s liabilities as stated below.

What is not covered by the agreement

The Council shall not be held liable to the Property Owner or tenant for any actions, claims demands, costs and/or expenses incurred in respect of any loss or damage, including negligence, breach of contract, consequential and indirect loss, or personal injury (including death) which arises out of or in connection with the scheme, or use of the flood protection.

The Council shall not be responsible for providing flood warnings or for ensuring that any other party does so.

The Council shall not be responsible for removing any fixtures associated with the flood protection products, if or when the home-owner no longer requires them.

The Council shall not repair or replace damaged or lost flood protection boards or air brick covers.

The flood protection boards and air brick covers will be covered by a 12 months warranty against inherent defects. However, the Council can not accept responsibility for the normal wear and tear of the flood protection measures, or for their use in any specific manner whether or not this is made known to the Council. Property Owners are encouraged to consider entering into a maintenance agreement with the flood protection product supplier.
Home-owner Default

The Council reserves the right to recover any flood protection products from anyone who fails to comply with the terms of this agreement. No compensation shall be payable.

Agreement

I ………………………………..(Name) confirm that I am the lawful owner / mortgagee of ………………….

…………………………………………………………..(Address) and hereby agree to the terms of this agreement.

…………………………………………………………..…………………………………………………………..
(Signature of Home-owner) (Date)

Installation refers to the fixing of any permanent brackets, fittings, etc to the house itself, including any necessary building work. Deployment means the repeated task of fitting and removing the flood boards and air brick covers before and after a flood.
Feedback from Leeds City Council

The one reservation that we would have about using this form again, is that we would probably not want to say that the boards remain the property of Council. Our concern here is that we do not have anywhere to store the flood guards, if they were to be returned to Council.

One possible way around this problem is to install flood resistant doors and water tight air-bricks, which remain with the property and effectively resolve this ‘ownership’ problem. This possibility is something that we intend to discuss with the residents as part of the current resilience project.