



Midleton and East Cork Individual Property Protection (IPP) Scheme Terms and Conditions

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A. The CCC Delivered Scheme

1. Under the Scheme the Council appointed Contractor will make available to property owners Individual Property Protection (IPP) free of charge. The option to partake in the Scheme is entirely at the discretion of the property owner.
2. In general, for properties with openings between 0.66m and 1.65m, in width, expandable door barriers will be provided to Property Owners. These properties will not require permanent fixings or modifications to openings by the appointed Contractor. The expandable barriers are fitted by the Property Owner at times of flood risk.

3. In general, for properties with openings greater than 1.65m in width, a “slot in” demountable barrier system will be installed. Permanent steel channels will need to be fixed by the appointed Contractor either side of the opening. Demountable barriers can then be fitted into the channels by the property owners at times of flood risk. The appointed Contractor will agree the location of the permanent steel channels with the property owner in advance of installation. The Contractor will require your agreement (i.e. the property owners) in writing to proceed with the installation before commencing.
4. A CCC appointed Engineering Consultant will carry out a survey of your property to assess the suitability of your property for Individual Property Protection, and to confirm necessary measurements.
5. There will be a handover procedure to ensure that you have confidence in the measures fitted and their effective application, and you will be provided with:
 - A record of the works undertaken.
 - Operational/Maintenance and storage requirements and instructions from the Contractor.
 - Contact details for the Contractor in case of future queries.
 - A copy of the manufacturer’s warranties provided for each product provided.
6. At the end of the handover process, the Contractor will require you to sign to confirm that you are satisfied with the work, the products, the information provided and the installation process.
7. Cork County Council has no role to play in providing advice or otherwise to the property owner regarding property flood insurance, but it should be noted that IPP measures may not be recognised by

the Insurance Industry as an effective flood protection measure for the purposes of insurance.

B. The Retrospective Scheme Model

1. Under this Scheme a property owner who has undertaken IPP related builder's works and/or purchased IPP equipment will be reimbursed for the associated costs, up to a maximum allowable amount of €3,900 inclusive of VAT for residential properties. The maximum reimbursement to applications from businesses will be considered on a case-by-case basis. The option to partake in the Scheme is entirely at the discretion of the property owner.
2. A CCC appointed Engineering Consultant will carry out a survey of your property to confirm the suitability of the completed IPP related builder's work and the IPP equipment.
3. The Engineer's Report will determine if the Property Owner has complied with the minimum required standards to be eligible for reimbursement under the Scheme.
4. Cork County Council has no role to play in providing advice or otherwise to the property owner regarding property flood insurance, but it should be noted that floodgates are not recognized by the Insurance Industry as flood protection for the purposes of insurance.

C. Terms and Conditions of the Schemes

a. General

1. This scheme will provide/fund the provision of IPP equipment and any necessary builder's works/accommodation works as a flood mitigation measure at doorways.

2. While the installation of individual property protection measures will reduce the risk of flood damage, it is a mitigation measure only and there is no guarantee that water will not breach the IPP or enter your property through another route.
3. The Applicant shall take full operational and maintenance responsibility for the IPP. The Applicant will be responsible for installing and removing the IPP and maintaining it in line with the Contractor's recommendations, and/or the manufacturer's instructions.
4. The IPP Scheme is a once off investment. No further funding will be made available from Cork County Council/Office of Public Works for any ongoing maintenance, or replacement, of IPP provided to the Applicant under the CCC Delivered Scheme or funded under the Retrospective Scheme Model.
5. The Applicant shall be fully responsible for replacing the IPP and any associated accessories should replacement of same be recommended by the Contractor (and/or an Engineering Consultant) in the future.
6. If the property is rented out to a tenant, then you must review the operation and maintenance of the IPP with the tenant to ensure they are fully aware of how to install and remove same when required.
7. The IPP funded under this IPP Scheme is intended for the property for which the application is made. If the property is sold at a later date, the IPP must be transferred to the new property owner.
8. Once training has been provided, any technical queries in relation to the operation of the IPP shall be directed to the Contractor only.
9. Met Eireann is the leading provider of weather information including weather alerts in Ireland and as such Cork County Council

recommends that the property owner should sign up to the “[Met Eireann Weather Warning Alert System](#)” which will alert the property owner to a weather warning relating to status Yellow, Orange or Red. The property owner should go to [Met Eireann Weather Warning Alert System](#) and follow the instructions to register for this service.

10. Cork County Council recommends that along with the weather alert system from Met Eireann you shall review all the relevant information available regarding tides and/or river levels to inform you when to install the IPP.
11. Property Owners in receipt of IPP are recommended to access information on [flooding.ie](#), an OPW website which includes information to raise public awareness of the dangers of flooding and recommends measures that property owners can take to minimise damage.

D. Limitations on liability

1. This scheme is being managed by CCC, on behalf of OPW, as a flood mitigation measure. The installation of the IPP measure(s) is without any warranty or guarantee by Cork County Council or Office of Public Works.
2. Cork County Council/Office of Public Works shall not be responsible for any flooding or damage to property associated with use of the IPP measure(s) and its accessories.
3. Cork County Council/Office of Public Works shall not be responsible or liable for claims or losses of any kind, direct or indirect, arising from or associated with the use of the IPP measure(s) and its accessories.

4. Cork County Council/Office of Public Works shall not be responsible for any future replacement of the IPP measure(s) or its accessories.
5. Cork County Council/Office of Public Works accepts no responsibility for any inaccuracy in weather alerts or lack of weather alerts.

E. General Data Protection Regulation

I understand that these details are being collected by Cork County Council to aid in the development of an Individual Property Protection Scheme to a number of properties which have been flooded in the past. A funding application has been made to the OPW by Cork County Council.

The details provided by you will be used by Cork County Council/OPW and/or its agents for the purposes of contacting you in relation to this scheme.

Your details will be securely kept on file for the duration of the Scheme and will then be deleted on completion of the Project.

Your details will not be shared with any party other than Cork County Council, the OPW, and any Consultants/Contractors working on the Individual Property Protection Scheme.

Please confirm that you are in agreement with your contact details being shared as described above by accepting the Scheme Terms and Conditions.

Should you wish to opt out at any time, please email jpp@corkcoco.ie.

a. Freedom of Information:

Any information provided will be subject to the provisions of the Freedom of Information Act. Personal information will be subject to the provisions of the Data Projects Acts and will not be disclosed.