

**FBA Online Shop
Terms of Sale (businesses and consumers)**

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(1) Introduction

Please read these terms of sale carefully.

You will be asked to expressly agree to these terms of sale before you place an order for products from our online shop.

(2) Interpretation

In these terms of sale, "we" means The Freshwater Biological Association (and "us" and "our" will be construed accordingly); and "you" means our customer or potential customer for products (and "your" will be construed accordingly).

(3) Order process

The advertising of products on our online shop constitutes an "invitation to treat"; and your order for products constitutes a contractual offer. No contract will come into force between you and us unless and until we accept your order in accordance with the procedure detailed below.

In order to enter into a contract to purchase products from us, you will need to take the following steps: (i) you must add the products you wish to purchase to your shopping basket, and then proceed to the checkout; (ii) you must then enter the your name and contact details; (iii) you must then enter/check the delivery address, and the shipping method will be displayed; (iv) you must then enter/check the invoice address, and the method of payment will be displayed (the only method is credit card/bank card); (v) you must then confirm your order and your consent to these terms of sale; (vi) you will be transferred to the Sage Pay website where you must enter your credit card/bank card details, and Sage Pay will handle your payment; (vii) we will then send you an initial acknowledgement; and (viii) once we have checked whether we are able to meet your order, we will either send you an order confirmation (at which point your order will become a binding contract) or we will confirm by email that we are unable to meet your order (in which case we will refund your payment).

We will not file a copy of these terms of sale specifically in relation to your order. We may update the version of these terms of sale on the online shop from time to time, and we do not guarantee that the version you have agreed to will remain accessible. We therefore recommend that you download, print and retain a copy of these terms of sale for your records.

The only language in which we provide these terms of sale is English.

Before you confirm your order, the full details of your order will be shown so that you have the opportunity of identifying whether you have made any input errors. You may correct those input errors before placing your order by clicking on "Edit" and then re-entering the correct details and following the order procedure as before.

(4) The products

Our products are listed and described on the online shop webpages, by clicking on the appropriate category/sub-category (e.g. "Publications" and then "Scientific Publications") and then on the product in question.

(5) Price and payment

Prices for products are quoted on our online shop. The online shop contains a large number of products and it is always possible that some of the prices on the online shop may be incorrect. The price you pay, however, will be the price as stated on the online shop at the time you place the order, and this will be verified as part of the online ordering process.

In addition to the price of the products, you will have to pay a postage charge, which will be as stated when you confirm the order. Standard postage charges are listed by clicking on "Shipping & Returns".

Payment must be made upon the submission of your order. We may withhold the products and/or cancel the contract between us if the price is not received from you in full in cleared funds.

The prices on the online shop include all value added taxes (where applicable).

Payment for all products must be made by credit card/bank card.

Prices for products are liable to change at any time, but changes will not affect contracts which have come into force.

(6) Your warranties

You warrant to us that:

- (a) you are legally capable of entering into binding contracts, and you have full authority, power and capacity to agree to these terms of sale;
- (b) the information provided in your order is accurate and complete; and
- (c) you will be able to accept delivery of the products.

(7) Delivery policy

We will arrange for the products to be delivered to the address for delivery indicated in your order.

We will use reasonable endeavours to deliver products on or before the date for delivery set out in our order confirmation. However, we cannot guarantee delivery by the relevant date. We do however guarantee that unless there are exceptional circumstances all deliveries of products will be dispatched within 30 days of the later of receipt of payment and the date of our order confirmation.

(8) Risk and ownership

The products will be at your risk from the time of delivery. Ownership of the products will only pass to you upon the later of:

- (a) delivery of the products; and
- (b) receipt by us of full payment of all sums due in respect of the products (including delivery charges).

Until ownership of the products has passed to you, you will possess the products as our fiduciary agent and bailee, and if you are a business customer you must store the

products separately from other goods and ensure that the products are clearly identifiable as belonging to us.

We will be entitled to recover payment for the products even where ownership has not passed to you.

(9) Consumers: returns policy

This Section applies to consumers, not business customers. If you are a business customer, the applicable returns policy is set out in Section 12.

Under the Distance Selling Regulations, you may cancel a distance contract to purchase a product or products from us at any time within 7 working days after the day you received the relevant products or products (subject to the limitations set out below).

In order to cancel a contract in this way, you must give to us written, emailed or faxed notice of cancellation.

You will not have any such right insofar as a contract relates to: (i) the supply of any products which constitute audio or video recordings or computer software which have been unsealed by you; or (ii) the supply of periodicals or magazines.

If you cancel a contract on this basis, you must promptly return the products to us, in the same condition in which you received them.

If you cancel a contract on this basis, you will be refunded in full (including the cost of sending the products to you). However, you will be responsible for paying the cost of returning the product to us.

If you cancel a contract on this basis and you do not return the products to us, we may recover the products and charge you for the costs we incur in doing so. Similarly, if you return the products at our expense, we may pass that expense on to you.

(10) Consumers: statutory rights

If you are a consumer, any statutory rights which you have, which cannot be excluded or limited, will not be affected by the terms of sale.

(11) Business customers: limitation of warranties

This Section applies only to business customers, not consumers.

We warrant to business customers that the products purchased from our online shop will:

- (a) conform in all material respects to any applicable specification of such products published on our online shop and/or issued by us; and
- (b) be free from material defects in materials and workmanship for a period of 1 year from the date of delivery of the products.

These terms of sale set out the full extent of our obligations and liabilities in respect of the products supplied to business customers hereunder. To the maximum extent permitted by applicable law and subject to the first paragraph of Section 15, all conditions, warranties or other terms concerning the products which might otherwise be implied into a contract with a business customer under these terms of sale are expressly excluded.

(12) Business customers: returns policy

This Section applies to business customers, not consumers. If you are a consumer, the applicable returns policy is set out in Section 9.

Products may only be returned to us with our prior agreement, at your expense, and according to our directions. Any products returned in contravention of this Section will not be the subject of any refunds or replacements and you will continue to be liable for payment of the price of such products.

Where you return products to us in accordance with the provisions of this Section, and in our reasonable opinion those products do not conform with the warranties set out in Section 11, then you will be entitled to replacement products (where replacements are available) or, where we agree, a refund of the price paid in respect of those products (including all delivery charges).

(13) Refunds

If you cancel a contract and are entitled to a refund, we will refund any money received from you, usually using the same method originally used by you to pay for your purchase. We will process the refund due to you as soon as possible and, in any event, within 30 days of the day we received your valid notice of cancellation. Similarly, if we are unable to supply the product(s) ordered, we will refund the money received for the product(s) as soon as possible, this usually using the same method originally used by you to pay for your purchase.

(14) Force majeure

In this Section and Section 15 below, "force majeure event" means:

- (a) any event which is beyond our reasonable control;
- (b) the unavailability of raw materials, components or products; and/or
- (c) power failure, industrial disputes affecting any third party, governmental regulations, fires, floods, disasters, civil riots, terrorist attacks or wars.

Where a force majeure event gives rise to a failure or delay in us performing our obligations under these terms of sale, those obligations will be suspended for the duration of the force majeure event.

(15) Limitations and exclusions of liability

Nothing in the terms of sale will: (a) limit or exclude the liability of a party for death or personal injury resulting from negligence; (b) limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party; (c) limit any liability of a party in any way that is not permitted under applicable law; or (d) exclude any liability of a party that may not be excluded under applicable law. If you are a consumer, any statutory rights which you have, which cannot be excluded or limited, will not be affected by the terms of sale.

The limitations and exclusions of liability set out in this Section and elsewhere in the terms of sale: (a) are subject to the preceding paragraph; (b) govern all liabilities arising under the terms of sale or in relation to the subject matter of the terms of sale, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

We will not be liable to you in respect of any losses arising out of a force majeure event.

We will not be liable to you in respect of any business losses, such as loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

We will not be liable to you in respect of any loss or corruption of any data, database or software.

We will not be liable to you in respect of any special, indirect or consequential loss or damage.

Our aggregate liability to you under the terms of sale will not exceed the total amount paid or (if greater) payable by you to us under the terms of sale.

(16) Business customers: indemnity

If you are a business customer, you hereby indemnify us and undertake to keep us indemnified against all and any liabilities, losses, damages, expenses and costs (including legal expenses and amounts paid in settlement of any demand, action or claim) arising, directly or indirectly, out of a breach by you of any of your obligations under these terms of sale.

(17) Contract cancellation

We may cancel a contract to supply products made under these terms of sale immediately by written notice to you if you fail to pay, on time and in full, any amount due to us under the contract, or commit any material breach of your obligations to us under the contract.

If you are a business customer, we may cancel a contract to supply products made under these terms of sale if:

- (a) you cease to trade;
- (b) you become insolvent or unable to pay your debts within the meaning of the insolvency legislation applicable to you;
- (c) a person (including the holder of a charge or other security interest) is appointed to manage or take control of the whole or part of your business or assets, or notice of an intention to appoint such a person is given or documents relating to such an appointment are filed with any court;
- (d) the ability of your creditors to take any action to enforce their debts is suspended, restricted or prevented, or some or all of your creditors accept, by agreement or pursuant to a court order, an amount of less than the sums owing to them in satisfaction of those sums; or
- (e) any process is instituted which could lead to you being dissolved and your assets being distributed to your creditors, shareholders or other contributors (other than for the purposes of solvent amalgamation or reconstruction).

(18) Consequences of cancellation

Upon the cancellation of a contract in accordance with Section 17:

- (a) we will cease to have any obligation to deliver products which are undelivered at the date of cancellation;
- (b) you will continue to have an obligation where applicable to pay for products which have been delivered at the date of cancellation (without prejudice to any right we may have to recover the products); and
- (c) all the other provisions of these terms of sale will cease to have effect, except that Sections 8, 11, 12, 15, 16, 18 and 20 will survive termination and have effect indefinitely.

(19) Scope of these terms of sale

These terms of sale do not constitute or contain any assignment or licence of any intellectual property rights, do not govern the licensing of works (including software and literary works) comprised or stored in products, and do not govern the provision of any services by us or any third party in relation to the products.

(20) General terms

We will treat all your personal information that we collect in connection with your order in accordance with the terms of our [privacy policy](#); use of our online shop will be subject to our online shop [terms of use](#).

Contracts under these terms of sale may only be varied by an instrument in writing signed by both you and us. We may revise these terms of sale from time-to-time, but such revisions will not affect the terms of any contracts which we have entered into with you.

If any provision of these terms of sale is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect, and such invalid or unenforceable provisions or portion thereof will be deemed omitted.

No waiver of any provision of these terms of sale, whether by conduct or otherwise, in any one or more instances, will be deemed to be, or be construed as, a further or continuing waiver of that provision or any other provision of these terms of sale.

You may not assign, charge, sub-contract or otherwise transfer any of your rights or obligations arising under these terms of sale. Any attempt by you to do so will be null and void. We may assign, charge, sub-contract or otherwise transfer any of our rights or obligations arising under these terms of sale, at any time – providing where you are a consumer that such action does not serve to reduce the guarantees benefiting you under these terms of sale.

Each contract under these terms of sale is made for the benefit of the parties to it and is not intended to benefit, or be enforceable by, any other person. The right of the parties to terminate, rescind, or agree any amendment, variation, waiver or settlement under such contracts is not subject to the consent of any person who is not a party to the relevant contract.

Subject to the first paragraph of Section 15: these terms of sale contain the entire agreement and understanding of the parties in relation to the purchase of products from our online shop, and supersede all previous agreements and understandings between the parties in relation to the purchase of products from our online shop; and each party acknowledges that no representations not expressly contained in these terms of sale have been made by or on behalf of the other party in relation to the purchase of products from our online shop.

These terms of sale will be governed by and construed in accordance with English law, and the courts of England and Wales will have non-exclusive jurisdiction to adjudicate any dispute arising under or in relation to these terms of sale.

(21) About us

Our full name is The Freshwater Biological Association.

Our registered office and our principal trading address is The Ferry Landing, Far Sawrey, Ambleside, Cumbria, LA22 0LP, United Kingdom.

Our company registration number is 263162.

Our email address is info@fba.org.uk.

Our VAT number is GB 153895238.