

FBA Online Shop Terms of Use

Terms of Use (online shop)

(1) Introduction

These terms of use govern your use of our online shop; by using our online shop, you accept these terms of use in full. If you disagree with these terms of use or any part of these terms of use, you must not use our online shop.

If you place an order with our online shop we will ask you to expressly agree to these terms of use.

(2) Licence to use online shop

Unless otherwise stated, we or our licensors own the intellectual property rights in the online shop and material on the online shop. Subject to the licence below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages from the online shop for your own personal use, subject to the restrictions set out below and elsewhere in these terms of use.

You must not:

- (a) republish material from this online shop (including republication on another online shop);
- (b) sell, rent or sub-license material from the online shop;
- (c) show any material from the online shop in public;
- (d) reproduce, duplicate, copy or otherwise exploit material on our online shop for a commercial purpose;
- (e) edit or otherwise modify any material on the online shop; or
- (f) redistribute material from this online shop except for content specifically and expressly made available for redistribution.

(3) Acceptable use

You must not use our online shop in any way that causes, or may cause, damage to the online shop or impairment of the availability or accessibility of the online shop; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use our online shop to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our online shop without our express written consent.

(4) Products

The advertising of products on our online shop constitutes an "invitation to treat" - not a contractual offer.

Prices stated on our online shop may be stated incorrectly.

The purchase of products via our online shop will be subject to our [terms of sale](#).

We will ask you to agree to our terms of sale each time you purchase a product or products via our online shop.

(5) Limited warranties

Whilst we endeavour to ensure that the information on this online shop is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the online shop remains available or that the material on the online shop is kept up-to-date.

(6) Limitations and exclusions of liability

Nothing in these terms of use will: (a) limit or exclude our or your liability for death or personal injury resulting from negligence; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; (c) limit any of our or your liabilities in any way that is not permitted under applicable law; or (d) exclude any of our or your liabilities 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 these terms of use.

The limitations and exclusions of liability set out in this Section and elsewhere in these terms of use: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the terms of use or in relation to the subject matter of the terms of use, 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 any event or events beyond our reasonable control.

We will not be liable to you in respect of any business losses, including (without limitation) 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.

(7) Indemnity

You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these terms of use, or arising out of any claim that you have breached any provision of these terms of use.

(8) Variation

We may revise these terms of use from time-to-time. Revised terms of use will apply to the use of our online shop from the date of the publication of the revised terms of use on

our online shop. Please check the Terms & Conditions page of our online shop regularly to ensure you are familiar with the current version.

(9) Assignment

We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms of use without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms of use.

(10) Severability

If a provision of these terms of use is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

(11) Exclusion of third party rights

These terms of use are for the benefit of you and us, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these terms of use is not subject to the consent of any third party.

(12) Entire agreement

These terms of use, together with our privacy policy and terms of sale, constitute the entire agreement between you and us in relation to your use of our online shop, and supersede all previous agreements in respect of your use of this online shop.

(13) Law and jurisdiction

These terms of use will be governed by and construed in accordance with English law, and any disputes relating to these terms of use will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

Our VAT number is GB 153895238.

(17) Our details

The full name of our company is The Freshwater Biological Association.

We are registered in England under registration number 263162.

Our registered address is The Ferry Landing, Far Sawrey, Ambleside, Cumbria, LA22 0LP, United Kingdom.

You can contact us by email to info@fba.org.uk.