

# Terms and Conditions for the Fire & Flood DataBase

## THE FIRE PROTECTION ASSOCIATION & RISCAUTHORITY

Please read this agreement carefully as it governs your use of our online services and limits our liability to you. By accepting our terms and conditions and accessing the website [www.thefpa.co.uk](http://www.thefpa.co.uk) (the “Services”) you are forming a contract and agreeing to the terms that appear below. References to “you” and “your” are to you as an individual.

If you use the Services in the course of your business, you are also agreeing to this agreement on behalf of that business and references to “you” and “your” include your business.

### GENERAL TERMS

#### 1. PROVISION OF SERVICE

1.1 The Service is provided by The Fire Protection Association, whose registered office is at London Road, Moreton in Marsh, Gloucestershire GL56 0RH.

1.2 You acknowledge that you have provided the Company with accurate and complete registration information and that it is your responsibility to update the Company of any changes to that information (including your email address)

1.3 Each registration is for a single user only. On registration, you will be allocated a username and password (“ID”). You are responsible for all use of the Services using your ID and for preventing unauthorised use of your ID.

1.4 If you believe there has been any breach of security such as the disclosure, theft or unauthorised use of your ID, you must notify the relevant Company immediately by emailing us using the appropriate e-mail address at the bottom of this agreement. If the relevant Company reasonably believes that your ID is being used in any way which is not permitted by this agreement, the Company reserves the right to suspend access rights immediately on giving notice to you and to block access from your ID until the issue has been resolved.

1.5 The relevant Company is continually seeking to improve the Services. The Company reserves the right, at its discretion, to make changes to any part of the Services provided that it does not materially reduce their content or functionality.

1.6 Following your acceptance of this agreement, we will make the Service available to you and accept as set out in this agreement you will have no right to cancel the contract before the end of your Subscription once we have done so.

#### 2. LIMITED RIGHTS TO USE CONTENT

2.1 All material displayed on the Services (“Content”) belongs to the Company or its licensors. Subject to clause 2.2, you may:

2.1.1 retrieve and display the Content on a computer screen;

2.1.2 print individual documents or pages on paper and store such in electronic form on disk and on your PC (but not on any other server or other storage device connected to a network); and

2.1.3 bookmark or link to any part of the Services.

2.2 Most of the Content in the Services is owned by the Company but certain content is used under licence from third parties (“Third Party Content”) and will be marked with the copyright notice of those third parties. Some of the Third Party Content will be subject to additional restrictions—the relevant copyright notice will make it clear where that is the case.

2.3 You may not (without contacting us to obtain prior written permission):

2.3.1 redistribute any of the Content (including without limitation by using it as part of any library, archive or similar service);

2.3.2 remove the copyright or trademark notice from any copies of the Content made under this agreement;

2.3.3 create a database in electronic or structured manual form by systematically downloading and storing all or any of the Content (including without limitation on any internal network system);

2.3.4 allow any third party to access the Content unless expressly so permitted by the Company; or

2.3.5 except as expressly set out above, modify, reproduce or in any way commercially exploit any of the Content.

2.4 Copyright in any software that is made available for download for the participation in the Service belongs to the Company or its suppliers. Your use of such software is governed by the terms of any licence agreement that may accompany or be included with the software.

2.5 You acknowledge that "The Fire Protection Association" and "RISCAuthority" are trade marks and that you may not use them without written permission.

2.6 You acknowledge that use of the Content requires you to use your own skill and judgment. You warrant that you have such skill and judgment and undertake at all times to exercise your own judgment in use of the Content and shall be solely liable for all opinions, recommendations, forecasts or comments made or actions taken.

2.7 You acknowledge that you are aware that use of the Content may from time to time be subject to certain statutory or other external regulations, conditions and restrictions. You undertake to comply with such regulations, conditions or restrictions applicable to the Content.

### **3. USE OF EQUIPMENT AND/OR SOFTWARE TO ACCESS CONTENT**

3.1 The Company may at any time require you to disconnect any item of equipment you use to access the Service ("Equipment") or any part or parts thereof from accessing and using the Service if in the opinion of the Company, such Equipment is or has been the cause or is likely to be the cause of failures, interruptions, errors or defects in the Service or the Content. In the event that you are required to disconnect, the Company will, as soon as possible thereafter, advise you of such changes as must be made to such Equipment to enable you to access and use the Service subject to such further charges as the Company shall determine.

3.2 Any unauthorized access to or use of the Service or Content will entitle the Company in addition to any other remedy it may have, to terminate supply of the Service to you immediately and/or this Agreement as a whole.

3.3 You shall ensure that if any Equipment and/or software you use to access the Service ("Software") is used for any other purpose than accessing and using the Service, it is used in such a manner so as not to corrupt the Service software and any other software which may be used by the Company or used in the Service, or any information on the Service database, nor shall it be used to access or retrieve any part of the Company's database which is not part of the Service you subscribe to.

3.4 You shall not without the Company's express prior written consent, and shall ensure that no other person shall:

3.4.1 make any additions, modifications, adjustments or alterations to the Service and/or the Content;

3.4.2 attempt to rectify or permit any persons other than the Company or its agent to rectify any fault or inaccuracy in the Service and/or the Content;

3.4.3 otherwise tamper with the Service and/or the Content;

3.4.4 use such Equipment and/or Software (when dealing in any way with the Service or the Content) in a manner which is inconsistent with the terms and conditions of this Agreement;

3.4.5 permit the Equipment or Software to be linked to or communicate in any manner or be used in connection with any other database, time-sharing or other system, computer bureau, data or telecommunication service or any other service or word-processing system or information distribution network, whereby the Content is being accessed, used, stored or redistributed as the case may be, by or through such other equipment.

3.5 you shall permit the Company or its representative or agent to have access to the location and to the Equipment and/or Software and/or any Content for the purposes of inspection and testing of the same.

## **4. WARRANTIES**

4.1 The Company warrants that:

4.1.1 it will use all reasonable skill and care in making the Service available to you and in ensuring its availability during your Subscription;

4.1.2 it has the right to License the Content under this agreement; and

4.1.3 it will take reasonable steps to ensure that the software it provides as part of the Service is virus free.

4.2 Because of the number of sources from which the Company obtains the Content and because of the nature of the internet and archived information, errors and omissions do occur and the Company does not give any other warranties in respect of the Service. In particular, you should not take the accuracy of the information for granted and the Company makes no warranty that the website is free from infection by viruses or anything else that has contaminating or destructive properties. All implied warranties are excluded from this agreement to the extent that they may be excluded as a matter of law.

## **5. LIMITATION OF LIABILITY**

5.1 The Company will use its reasonable endeavours to remedy faults in the Service during the Subscription. If we are in breach of this agreement, you agree that your only recovery for damages that you incur, and your exclusive remedy, shall be limited to an amount equivalent to the Membership Subscription Fee paid or payable in relation to your use for the relevant year of the Service.

5.2 The Company will not be liable for any business losses such as lost data, lost profits or business interruption arising from your use or inability to use the Service or from any action taken (or refrained from being taken) as a result of using the Service.

5.3 Notwithstanding the above provisions of this clause 4, the Company's liability will not be limited in the case of fraud or for death or personal injury caused by the Company's negligence.

## **6. DATA PROTECTION**

6.1 The information contained within the Fire & Flood DataBase will only be used by the Company in accordance with its Data Protection Statement. Please read our separate Data Protection Statement carefully and if you have any questions please contact us.

## **7. NOTICES**

7.1 All notices shall be given to the Company via email or by post at The Fire Protection Association, London Road, Moreton-in-Marsh, Gloucestershire GL56 0RH.

7.2 Notice will be deemed received when an email is received (or else on the next business day if it is received on a weekend or a public holiday in the place of receipt) or 3 days after the date of posting.

## **8. TERMINATION**

8.1 This agreement and your access to the Service may be terminated by written notice if you are in material breach of this agreement and the breach is not remedied within the period of 14 days after written notice of the breach has been given to you. If we reasonably believe you are in breach of clause 2 we may suspend your access to the Service at any time.

## **9. GENERAL**

9.1 We may transfer and/or assign our rights and/or our obligations under this agreement. This will not affect your rights under this agreement. You may not transfer any of your rights or obligations under this agreement.

9.2 Nothing in this agreement shall confer your rights on any other person.

9.3 If you breach this agreement and we ignore this, we will still be entitled to use our rights and remedies at a later date or in any other situation where you breach this agreement.

9.4 This agreement, together with the Privacy Policy and any additional terms on the Service, represents the entire terms agreed between the parties in relation to its subject matter and may be amended only by our agreement in writing.

9.5 This agreement shall be governed by English law.

9.6 We will try to solve any disagreements quickly and efficiently. If you want to take court proceedings in relation to this agreement you must do so in the United Kingdom.

----- This document was last updated on 02/06/2021 -----