

Freedom Design (trading as Freedom computer and information technology services)

Terms and Conditions of Service

1. Scope of The Service:

- a. Information technology (hardware and software) technical support, tuition and consultancy support; offered to home, home office, small business and schools; herein referred to as "The Service". The technical support services are primarily concerned with resolving technical problems where those problems are directly related to Microsoft Windows personal computers and servers in their various forms including peripheral devices such as printers, scanners, cameras etc. and LANs (Local Area Networks). Examples of the kinds of work undertaken can be read by clicking [here](#).
- b. The Service does not include an implied maintenance service which covers updating and maintenance of the Windows operating system, defensive software (firewall + antivirus technologies and the like) or the running and maintenance of backup regimes; unless specifically requested as additional services. Subsequent to providing any technical support service, Freedom Design does not accept any responsibility for any further computer malfunction resulting from:
 - i. Failure to keep Microsoft operating system and application software up to date by installing all security and critical updates as released on a regular basis by Microsoft, and made available at the Microsoft Update website.
 - ii. Failure to install, maintain and update a proprietary, well recognised and effective, anti-virus software package.
 - iii. The use of so-called peer-to-peer (P2P) file sharing services across the Internet (Limewire, Gnutella, Bittorrent and similar technologies).
- c. In a consultancy capacity Freedom Design can offer advice on many IT related matters; advice is also available to those responsible for expenditure concerning the procurement of additional or replacement equipment.

2. Capability of The Service: The Partners have a broad experience of IT technical matters gained from years of experience in their differing professional backgrounds. The Partners do not claim to be "experts" in all information technologies; their expertise is however sufficiently broad and deep where necessary to enable Freedom Design to resolve the vast majority of IT technical problems that are encountered within the context of The Service scope. Freedom Design will consult and/or employ other specialists when and where necessary.

3. Software Licence Management: Freedom Design does not accept any responsibility for obtaining or the correct legal management of software licences; whether for operating systems or for application software of any kind. The Service includes the installation of such software, but the obtaining of manufacturer's software licences, and their management, remains the sole responsibility of our clients.

4. Application Software Compatibility: All software packages proposed for use on computer systems as supported by Freedom Design are to be properly compatible with the relevant operating system software.

5. Internet Safety and Security: Freedom Design recognises the need for effective defensive software (firewall + antivirus technologies and the like) but also believes that in all cases, such software should be regarded as a second line of defence, not the first. Computer users should always understand that they are the first line of defence, and should not "invite trouble" into a computer system or network by not exercising caution when using the Internet, which generally is unregulated and open to all.

6. Data Backup: The Service can include, when requested, general advice regarding data backup and security; Freedom Design does not however accept any responsibility for the day-to-day security of our client's data. The Service can also include advice regarding the backing up of data and implement solutions where requested, but this is subject to responsibility for the management, security and use of such solutions resting with the client (see also 1b above).

7. VAT and profit on hardware sales: Because Freedom Design is a non VAT registered business, any hardware purchases made through Freedom Design will mean payment of non-recoverable VAT at the standard rate. In addition to this Freedom Design charges an additional percentage on top of the VAT inclusive price to cover handling costs etc., and our own profit. VAT registered businesses may still prefer to use Freedom Design for procurement of some IT related items thereby taking advantage of what is effectively a purchasing service, but for the acquisition of higher value items such as new computers systems, Freedom Design recommends making direct orders to VAT registered suppliers; thereby allowing recovery of VAT and also ensuring that any warranty is given direct to our customers.

8. Hardware disposal: Freedom Design does not offer a hardware disposal service but will provide advice on this matter on request. In all cases hardware disposal should be regarded as a last resort, and should be carried out in a responsible manner, preferably by seeking guidance from the Local Authority. Business and school users should comply with the [WEEE regulations](#) where applicable.

9. Hardware suppliers: Freedom Design will from time-to-time recommend hardware suppliers that have a reliable track record and offer good value for money. Freedom Design supports the principles of competitive tendering and in all cases encourage buyers to shop around for "Best Value". Freedom Design operates a deliberate policy of supporting local businesses and suppliers in preference to large national companies in all cases with a very few limited exceptions. The Partners believe and have demonstrated that this approach results in best value, particularly with regard to the supply of new computer hardware and fast repair turn-around under guarantee and beyond.

10. Statement regarding other IT support providers: Organisations, schools in particular, sometimes use voluntary help in supporting their IT systems and/or may accept free support offered by other organisations and their technicians. Whilst The Partners entirely understand the reasons for this, we generally advise any organisation not to use two or more parties to support the same IT system. We are however prepared to work in co-operation with others provided that the implications of taking this approach are fully understood by all parties concerned.

11. Contract and Fees: A Contract with Freedom Design is made upon acceptance of an offer of The Service, an associated hourly rate, and these Terms and Conditions. Fixed hourly rates for services provided by Freedom Design apply in all cases. Hourly rates shall be confirmed and agreed (in writing where appropriate) when an offer of The Service is made to a prospective client. Fees are charged at a higher rate for work done outside normal working hours and consultancy work. Details of all fees and charges are available on request.

12. Emergency call outs: These are defined as being calls for support that require an immediate response (within three hours from receipt of call to arrival on site) that will mean the postponement of an existing appointment elsewhere or being called away from work in progress. A fixed charge will apply in these cases in addition to the fees as stated in item 12 above. The charging or waiving of an emergency call out fee will be at the discretion of the Partners; taking into account the actual response time achieved and the service provided. Details of all fees and charges available on request.

13. Criminal Records Bureau: The Partners have obtained Disclosure certificates from the Criminal Records Bureau in accordance with Part 5 of the Police Act 1997. Copies of these documents have been sent by the CRB to:

DIOCESE OF CHESTER, CHESTER DIOCESAN BOARD, CHURCH HOUSE, LOWER LANE, ALFORD, CHESTER, CHESHIRE, CH3 6HP.

Clients wishing to view the Disclosure certificates relating to the Partners of Freedom Design should, in the first instance, contact the above office. The Partners encourage any client (except non-business home users) to obtain new CRB disclosures if they deem it necessary.

14. Notice Period: An ongoing regular support Contract with Freedom Design can be terminated at any time, by either party, upon giving a minimum notice period of 14 days in writing. The notice period shall run from the date that the letter is received and shall be acknowledged by the recipient in writing back to the party serving the notice.

15. These Terms and Conditions are subject to reasonable change and evolution without notice.

Blue text above indicates [hyperlinks](#) in the on-line version of this document entitled "The Small Print" on our website.