



# **Freedom Tech Service** Terms and Conditions

#### **Freedom Tech Service (FTS)**

This service is provided by Freedom Tech Limited, 47-50 Peascod Street, Winsor SL4 1DE

#### **Understanding Your Service**

Please read this document carefully and make sure **you** understand fully and comply with its terms and conditions, failure to do so may jeopardise the processing of any service event which might arise and could lead to the policy becoming void.

### **The Service**

**Freedom Tech** will provide the **service** described in this document for the **period of the service** that is shown in the **service schedule** 

The **service schedule** will not be in force unless the rentals have been received and are fully up to date.

The **term and conditions** contain details of the **service you** have select, what is excluded from the service and the terms and conditions of the **service**.

Your attention is drawn to the following:

#### Changes in Your circumstances

The **service schedule** has been issued based upon information which **you** have given to Freedom Tech about **yourself** and **your equipment**. **You** must tell Freedom Tech immediately of any changes to this information including any change of address.

#### Your legal rights

This **Service** is in addition to **your** legal rights and is not to be substituted for the supplier's liability if the **equipment** is found to be unfit for the purposes for which they were intended, or are not as described or are not of satisfactory quality.

#### Goodfaith

You have a duty to be truthful and honest in any information that has been provided in your application and throughout the period of the **service period**. It is **your** responsibility to provide complete and accurate information to **Freedom Tech**. If **you** do not reveal any relevant information the consequences may be that the process of the service is delayed or in worse case invalidated.

#### Cancellation

We hope **you** are happy with the **service** this agreement provides. However, if after reading the terms and conditions you are not happy with the **service** that you entered into, then you can cancel it at any point with 30 days notice.

#### DEFINITIONS

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout the policy and will appear in bold.

Service Provider means Freedom Tech Limited

**Equipment** means the computer, ancillary computer hardware and standard software that are identified in the **service schedule**. Standard software means an operating system or an application program which is generally available for retail sale and can be replaced by means of purchasing a copy of it without the need for individual reprogramming or program writing.

**Service event** means an event that means the equipment can no longer be used for its original purpose.

Service means the Service and service schedule.

**Period of service** means the period between the start date and end date stated on the **service schedule**.

**Service schedule** means the written confirmation received from Freedom Tech confirming **your** details and the **equipment** the subject of this Service.

**The territorial limits** means the United Kingdom of England, Wales, Scotland, Northern Ireland, the Channel Islands, or the Isle of Man and includes any other country in which **you** are temporarily present with the **equipment**, provided that **you** are resident within these territorial limits.

You/Your/Yourself means the named on the service schedule.

## WHAT is provided

If an **service event** occurs within the **territorial limits** as a result of any cause that is not excluded by this service, then Freedom Tech will, at its sole discretion:

- a) Collect and repair the **equipment** by a qualified repair engineer; or replace the **equipment** with **equipment** of a similar specification and age.
- b) Freedom Tech will use reasonable endeavours to replace the **equipment** with **equipment** of an identical specification but is not obliged to do so where this is not possible.
- d) Freedom Tech will only pay for carriage costs within the UK. You must pay for any additional carriage costs if the equipment needs to be collected and/or delivered outside the UK.
- e) The total liability of Freedom Tech for any service event will not exceed the cost of the device.

# **GENERAL CONDITIONS**

### 1. Claims Notifications & Requirements

In order to make a claim, **you** or **your** personal representative, must:

- a) Within the period of the service notify Freedom Tech of the service even by;
- b) logging a service event at www.freedomtech.co.uk/help; and

#### You must also:

- a) Take precautions to prevent further damage to the **equipment**
- b) Retain any damaged **equipment** or parts thereof; and
- c) when requested to do so, deliver to Freedom
  Tech a written statement of all reasonable
  particulars and details of the service event

# 2. Other Precautions

**You** shall take all reasonable precautions to prevent the occurrence of a **service event**. This includes handling or using the **equipment** as set out in the manufacturer's handbook issued with the **equipment**.

# 3. Alteration & Modification

**You** shall notify Freedom Tech of any proposed alterations or modifications to the **equipment** and of any proposed departure from the normal working conditions in which the **equipment** is operated.

#### 4. Observance

Freedom Tech will not be liable to replace or repair equipment under this service schedule unless you have duly complied with all of the terms and conditions contained in this policy that apply to it.

This service shall be voidable in the event of;

 a) Misrepresentation, mis-description, or non disclosure by **you** of any information relating to a service claim.

### 5. Fraud

**You** must not act in a fraudulent manner. If **you** or anyone acting for **you** make a service claim under the service schedule knowing the claim to be false or fraudulently exaggerated in any respect, or make a statement in support of a claim knowing the statement to be false in any respect, or submit a document in support of a claim knowing the document to be forged or false in any respect, or make a claim in respect of any loss or damage caused by **your** wilful act or with **your** connivance then Freedom Tech:

- i) Will not process the service event
- Will not pay any other service event which has been or will be made under the service schedule
- iii) May declare the policy void
- iv) May charge an excess of £50 on each subsequent service claim

# **EXCLUSIONS – THIS Service DOES NOT COVER**

#### 1.Inherent defects, wear and tear etc.

Damage to or destruction of the **equipment** caused by

- a) its own defective design materials or workmanship
- b) latent defect, gradual deterioration or wear and tear
- c) faulty or defective workmanship, operational error or omission on **your** part or any person using the **equipment** with your express or implied consent
- d) corrosion, rust, condensation or evaporation, dampness, dryness, dust or change in temperature
- e) mechanical or electrical breakdown or derangement caused by the **equipment** itself; and

- f) scratching, abrasion, change in colour, texture or finish of the **equipment** casing provided that this provision shall not exclude such damage or destruction which itself arises from an **service event** which is not excluded.
- g) handling and/or use of the **equipment** that is not in accordance with the manufacturer's instructions as set in their handbook supplied with the **equipment**.

# 2. Intentional acts

A service event occurring as a result of

- a) intentional act or wilful neglect by you; or
- b) intentional or reckless overloading of, or the imposition of any abnormal conditions on, the **equipment**.
- c) handling and/or use of the **equipment** that is not in accordance with the manufacturer's instructions as set in their handbook supplied with the **equipment**.

# 3. Use by others

A service event occurring whilst the **equipment** is in the custody of a third party. In this exclusion, third party means;

- a) if **you** are an educational establishment (including a school, college or university), anyone other than **your** registered employees or students authorised to use **equipment**; and
- c) if **you** are a company, partnership, governmental authority, public or private sector organisation, charity or club, anyone other than a registered employee of **you**.

## 6. Loss of Data

Any loss of or damage to information or data contained in or stored on the equipment (whether arising as a result of the **service event** or otherwise).

# 7. Consequential loss

Any **consequential loss** or damage arising from the **service event** or from any cause whatsoever. **Consequential loss** shall include, but not be limited to, any financial loss or the cost of business interruption arising from the loss of use of the **equipment**, or the loss of information contained in or stored on the **equipment**, any time and cost involved in reinstating such information and any liability to any third party for delay or non performance of any contract with the third party. **Consequential loss** shall also include loss of use of any item of **equipment** due to its incompatibility with any item of **equipment** repaired or replaced pursuant to this policy.

#### **COMPLAINTS PROCEDURE**

Freedom Tech Limited is committed to maintaining a high standard of professional conduct in all dealings with customers. It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this **service** or the handling of a service event **you** should follow the Complaints Procedure below:

The contact details are: Freedom Tech Limited 47-50 Peascod Street Windsor Berkshire SL4 1DE

Email: cs@freedomtech.co.uk

### **Privacy Policy**

https://www.csileasing.com/privacy-policy/

Please be aware that the FTS is not a contract of insurance. We are not required to and do not provide arrangements to keep the funds we would use to meet our obligations under FTAS, separate from the rest of our business in the case of insolvency.

Your benefits under FTS are not protected by the Financial Services Compensation Scheme or any similar scheme.



# Need help? Get in touch.

cs@freedomtech.co.uk