



## ***Terms and Conditions***

*FR Forms is a cloud service from Free Rein*

***Free Rein  
Hadleigh Enterprise Park  
Crockatt Road  
Hadleigh  
Ipswich  
United Kingdom  
IP7 6RJ***

## 1. Definitions and Interpretation

FR Forms is a cloud service from Free Rein hosted and operated entirely in the UK.

1.1 **Administrator:** one or more appointed administrators of the Customer registered on the Customer website at <https://app.frforms.com>.

**Company:** Free Rein Limited (registered in England, number 05236270 whose registered office and principal place of business is at Hadleigh Enterprise Park, Crockatt Road, Hadleigh, Suffolk, IP7 6RJ);

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 22.

**Contract:** the contract between the Company and the Customer for the supply of Services in accordance with these terms and conditions.

**Customer:** the person, firm or company who purchases Services from the Company;

**FR Forms:** the Free Rein Forms designed for business practices available from the Websites and mobile applications comprised in the Services;

**Intellectual Property Rights:** copyright and related rights, trade marks, business names and domain names, including websites, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Members:** any user account linked to the Customer as an Administrator or App user

**Package:** the account chosen by the Customer containing the functionality and limits required by the Customer and available from the website [www.frforms.com](http://www.frforms.com);

**Service:** the services supplied by the Company to the Customer in relation to the Package including the Software relating thereto.

**Software:** includes (without limitation) a web-based application, PC or Apple application and mobile application software.

**Websites:** <https://www.frforms.com>, <https://frforms.com> and <https://app.frforms.com> belonging to the Company and used for the purposes of operating and marketing the Services.

1.2 The following rules of interpretation apply in these conditions:

1.2.1 'Person' includes a natural person, corporate or unincorporated body.

1.2.2 Words in the singular include the plural and vice versa.

1.2.3 References to writing or written include e-mail.

## **2. Basis of Contract**

- 2.1 These Conditions shall apply to and be incorporated in the Contract and prevail over any inconsistent terms and conditions that the Customer seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Customer's acceptance of the Service subject to these Conditions constitutes an offer to purchase the Service. No offer shall be deemed accepted by the Company unless acknowledged in writing by the Company.

## **3. Registration and Application**

- 3.1 To register for the Service the Customer must visit the site <https://app.frforms.com>, complete the application, select an appropriate package and, if not a free account, complete the payment process. Each Package that comprises the Service will be subject to limits on the number of forms, storage space and orders.
- 3.2 Members who you wish to complete your form should download the mobile App from the relevant store – the App is free. They will be required to register the App with their email address and a password.
- 3.3 The information required by the Company and provided by the Customer on registration for the Service will form part of the Contract. The Customer will be transferred to <https://app.frforms.com> to securely register their organisation manage mobile accessing and data submissions.
- 3.4 When the Customer registers using mobile application, this will also create a Customer user account on the website at <https://app.frforms.com>.
- 3.5 Customer accounts registered by automated methods are not permitted and will be terminated by the Company.
- 3.6 The Company reserve the right to terminate this Contract where the Customer fails to operate their account within 6 months of the date of the Contract.
- 3.7 The Company may communicate with a user of the mobile application through an update service, service and support notices or through the associated App store.
- 3.8 Upon registration the Customer accepts responsibility for the content of their forms, the Customer's users and all data submitted by the Customer or any of its Members.
- 3.9 The Customer warrants that the persons signing up on behalf of the Customer and any subsequent Member sharing management of the Package has the authority of the Customer to do so. The Customer will advise the Company of the lead Member responsible for the payment on the account.
- 3.10 The Customer shall maintain up to date account details in relation to their Package including new or replacement Customer lead members at the time they occur having provided the Company with at least 10 days prior notice of such new or replacement lead Member.

## 4. Service

- 4.1 The Company shall use reasonable endeavours to provide the Services with reasonable skills and care.
- 4.2 All Intellectual Property Rights in the Websites shall be the property of the Company and no property right or interest is granted to the Customer in relation thereto.

## 5. Community Templates

- 5.1 Customers may develop their own forms which they wish to share with other registered Customers subject to providing them on a non-exclusive, royalty free worldwide licence to use and modify (community templates) provided always that the Websites shall not be used by any Customer for their own commercial exploitation whether on their own behalf or on behalf of any other person in relation to the community templates.

## 6. Accounts

- 6.1 The Customer may apply for a free account Package where no payment needs to be made (free account). The free account is subject to the Company's acceptable use policy specified on the website at [www.frforms.com](http://www.frforms.com). A Customer who operates a free account will not be permitted to operate any other account Package at the same time. Only one free account may be operated by the Customer at any one time.
- 6.2 Each account in the Package for which the Customer will need to make payment will be subject to restrictions on the number of Members it permits and the number of forms available at any one time and the storage space.
- 6.3 If a Customer's requirements exceed the limits of a particular account in the Package in terms of the number of users or storage space, the Customer will require an additional expansion pack(s) on such payment as the Company shall advise to increase the limits of users and storage per expansion pack instance subject to condition 8.1

## 7. Payment

- 7.1 Payment for the Package by the Customer may be made through PayPal with a PayPal account, debit or credit card. The Customer may choose to pay monthly or annually.
- 7.2 Payment for the Package will be renewed automatically unless the Customer chooses not to renew the Package. Where the Customer requires to pay by invoice at least 30 days' notice must be given in writing before the renewal payment is due.
- 7.3 **Price Changes**

The Company reserves the right to increase its prices on any Package. Prices are occasionally reviewed and will be published on the main marketing website ([www.frforms.com](http://www.frforms.com)) provided that such charges cannot be increased more than once in any 12-month period. The Company will give the Customer notice of any such increase one month before the proposed date of the increase. If such increase is not acceptable to the Customer it shall notify the Company in writing within two weeks of the date of the

Company's notice and the Company shall have the right without limiting its other rights and remedies to terminate the Contract, at the time the increase was intended to take effect.

#### **7.4 Account Suspension**

All amounts payable by the Customer under the Contract are exclusive of value added tax and the Company shall accordingly provide the Customer with a VAT invoice in respect of the payments made by the Customer pursuant to the Contract. The service does not qualify as a "digital service" with regards to VAT charging within the EU as it is run entirely within the UK with no digital delivery outside of the UK. As such all charges are in Sterling and attract the appropriate UK VAT rate at the time.

- 7.5 If the Customer fails to make any payment to the Company under the Contract by the due date for payment the account will be suspended, and the Customer shall pay interest on the overdue amount at the rate of 8% per annum above Lloyds TSB Bank Plc base rate from time to time. Such interest shall accrue on a daily basis and be compounded monthly from the due date until actual payment of the overdue amount, whether before or after any judgment. The Company may at its discretion elect to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.6 The Customer's account for the Package may be restored within 30 days of any payment default subject to the Customer paying the equivalent of 2 months' subscription in advance for the Package if it is based on a monthly subscription or otherwise paying the annual charge.
- 7.7 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Company may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Company to the Customer.
- 7.8 Subject to Condition 8 charging for upgrades and expansion packs will, where necessary, be made pro rata to the next payment renewal date. Downgrades do not attract a rebate but will take effect at the next renewal date.

### **8. *Package Upgrades and Downgrades***

- 8.1 Subject to the Customer having observed the terms of the Contract the Customer may seek an upgraded Package at any time for a less restricted level of service with or without additional expansion packs. The Company will calculate the cost of the upgrade based upon whether the Customer has a monthly or annual contract and whether the Customer is upgrading the package or adding an expansion pack.
- 8.2 Subject to the Customer having observed the terms of the Contract the Customer may seek a downgraded Package at any time. The Package System will not permit the Customer to downgrade where the Customer has exceeded the service capacity of its Package promising the Customer to delete or remove elements of the Package. If the Customer exceeds any user, submission or data storage limits, the data over the limit may be hidden until the Package is rectified, either by upgrading the Package or adding an expansion pack. In these circumstances the Company and the Customer may consult with a view to the Customer identifying a suitable Package alternative.

## **9. Limitation of Liability**

- 9.1 This condition 9 sets out the entire liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
- 9.1.1 any breach of the Contract;
  - 9.1.2 any use made by the Customer of the Services or any part of them: and
  - 9.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 9.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 9.3 Nothing in these conditions limits or excludes the liability of the Company:
- 9.3.1 for death or personal injury resulting from negligence; or
  - 9.3.2 for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Supplier.
- 9.4 Subject to condition 9.2 and 9.3:
- 9.4.1 the Company shall not be liable, whether in tort (including negligence) or breach of statutory duty, contract, misrepresentation or otherwise for any consequential loss including loss of revenue, loss of actual or anticipated profits, loss of contract, loss of use of money, loss of anticipated savings, corruption of data or information, loss of business, loss of opportunity, loss of goodwill, loss of reputation and any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses, and in each case howsoever arising whether such loss or damage was foreseeable or in the contemplation of the parties.
  - 9.4.2 Subject to conditions 9.2, 9.3 and 9.4.1 the Company's total liability in connection with the performance or contemplated performance of the Contract shall be limited to the price paid for the Services in respect of which the liability arose.

## **10. Force Majeure**

The Company shall have no liability to the Customer under the Contract if it is prevented from or delayed in performing its obligations under the Contract or from carrying on business by acts, events, omissions or accidents beyond its reasonable contemplation or control howsoever arising including, without limitation any computer virus or trojan that has the effect of corrupting the Service.

## **11. Use of Personal and Customer Data**

The Company may use the Customer's anonymised personal data in accordance with the Company's privacy policy available at <https://www.frfirms.com/app-links/privacy/>. The Company may use Customer's data for marketing and research purposes and also case study promotion (subject to the Customer's consent). Such data will not be released to any third party unless the Company is required to do so by law, by any governmental or other regulatory authority or by a Court or other authority of competent jurisdiction.

## **12. Data Storage**

- 12.1 Every account has a data storage limit which can be extended by upgrading the Package or by adding expansion packs. Where the Customer is approaching the data storage limit the system will send an e-mail to the Customer at intervals where up to 90% of capacity is reached. It is the Customer's responsibility to ensure sufficient capacity is available through the Package used by the Customer.
- 12.2 Where there is insufficient capacity in the Customer's Package the system will signal unavailability of downloads or submissions. Where data has been submitted by the Customer over the data limit before this system signal the Package will need to be upgraded or extended with an expansion pack for data submitted over the limit to be accessed and downloaded by the Customer.

## **13. Data Locations**

The Company operates the Services from its data centre in the UK. All data captured is held in the UK and may be backed up to an alternate centre in the UK. The Company will not transfer data outside of the UK.

## **14. Passwords**

- 14.1 The Customer warrants that it will keep its password for the purposes of accessing the Package secure for the exclusive use of that Customer and will not allow any third party access to its Package account other than its authorised Customer users notified to the Company on registration and who may also have their own unique access details.
- 14.2 Passwords must conform to the current Company standard in operation as the Company shall advise the Customer from time to time.

## **15. Data Security**

- 15.1 The Company will use its reasonable endeavours to keep the Customer's data submissions secure. Such data submission will be backed up for the purposes of business continuity but it will not be possible to restore deleted data from the Customer's Package.
- 15.2 Once the Customer has decided to download its data it is the Customer's responsibility to ensure it is managed in accordance with any legal requirements and, if the Customer plans to transfer such downloaded data out of the UK, the Customer must ensure they have the appropriate legal and regulatory permissions to do so and deal with any subject access data request accordingly. The Customer shall on behalf of itself, its employees, agents, sub-contractors and any Customer user accordingly indemnify the Company from and against all liability in respect thereof howsoever arising.
- 15.3 The Customer accordingly warrants that it has in place appropriate technical and organisational security measures against unauthorised or unlawful processing of data.

## **16. Acceptable Use**

The Customer's Package is subject to the Company's acceptable use policy for both submission of information from a mobile device as well as creating and sending forms.

## **17. Content Policy**

- 17.1 The Customer shall ensure that the submission of any information does not infringe any applicable laws, regulations or third party rights (including without limitation material which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred, menacing, blasphemous or in breach of any third party Intellectual Property Rights) (Inappropriate Content).
- 17.2 The Customer acknowledges that the Company has no control over the submission of information pursuant to the Service by the Customer or Customer users and the Company does not purport to monitor the content of the site. The Company reserves the right to remove any content from the site where it reasonably suspects such content is Inappropriate Content. The Company shall notify the Customer if it becomes aware of any allegation that content on the site may be Inappropriate Content.
- 17.3 The Customer shall indemnify the Company from and against all liability arising as a result of any action or claim that the submission of any information by the Customer or Customer User posted to, or linked to, the site constitutes Inappropriate Content.
- 17.4 The Company reserves the right (but has no obligation) to review any content, investigate, and/or take appropriate action where violation of this clause 21 or the acceptable use policy is suspected.
- 17.5 Any Customer or Member considered by the Company to be in breach of this clause will entitle the Company to suspend the Customer's Package pending further investigation. The account will be disabled and the Customer's data will not be accessible until the Company is satisfied the issue has resolved or the Company decide that the account should be permanently removed and the Service to the Customer suspended.

## **18. Management of the Account**

- 18.1 The Customer may appoint an Administrator to access the Service. The Administrator will have responsibility for conducting the Customer account. Except for the free account, the Customer may nominate additional Administrators for the purposes of securing the uninterrupted operation of the Customer account.

## **19. Terms and Termination**

- 19.1 The Contract shall commence after the Company has accepted the registration of the Customer and shall continue until the first anniversary. Thereafter the Contract may be renewed on such terms and for such period as the parties agree unless terminated on 20 days' notice from the Customer to the Company, prior to expiry of the first anniversary.
- 19.2 Without prejudice to Condition 3.5 and 7.3 and any other right or remedy available to it the Company may suspend or otherwise terminate this agreement with immediate effect if:



- 19.2.1 the Customer fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 14 days after being notified in writing by the Company to make such payment.
- 19.2.2 the Customer commits a material breach of any other term of this Contract which breach is irremediable (or if such breach is remediable) the Customer fails to remedy that breach in such time as the Company may direct.
- 19.2.3 the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay their debts as they fall due or admits inability to pay their debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being in partnership) has any partner to whom any of the foregoing apply.

## **20. Notice**

- 20.1 Notice given under the Contract shall be in writing, sent for the attention of the person, and to the address given in the Contract (or such other address or person as the relevant party may notify to the other party) and shall be delivered personally, or sent by pre-paid, first-class post or recorded delivery. A notice is deemed to have been received, if delivered personally, at the time of delivery, in the case of pre-paid first class post or recorded delivery, 48 hours from the date of posting and, if deemed receipt under this Condition is not within business hours (meaning 9:00am to 5:00-pm Monday to Friday on a day that is a business day) at 9:00am on the first business day following delivery. To prove service, it is sufficient to prove that in the case of post, that the envelope containing the notice was properly addressed and posted.

## **21. Entire Agreement**

- 21.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, previous assurances, warranties, representations and understandings between them, whether written or oral relating to its subject matter.
- 21.2 Each party agrees it shall have no remedies in respect of any statement, representation, assurance or warranties (whether made incorrectly or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for fraud or incorrect or negligent misrepresentation based on any statement in this agreement.

## **22. Variation**

No variation of this contract including the introduction of any additional terms and conditions shall be effective unless it is in writing and signed by the Company.

## **23. Waiver**

No failure or delay by the Company to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial excuse of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## **24. Severance**

If any provision (or part of a provision) of the Contract is found by any Court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force and if any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.

## **25. Governing Law**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of England & Wales.