



University of Plymouth FREELANCERS AGENCY

TERMS AND CONDITIONS FOR USE BY STUDENTS AND GRADUATES

University of Plymouth Freelancers Service

The University of Plymouth ("we/us/our") has developed the University of Plymouth Freelancer Agency scheme delivered via The Cube to advertise short term contract work from third parties to students and graduates ("you"). Such short- term contract opportunities shall be advertised by third parties on the University of Plymouth Freelancers website (the "Website" or "Platform"). The Platform will provide an intuitive and user-friendly interface for businesses to post project requirements and connect with suitable student freelancers (the "Services"). We are making this Service available to you subject to and in accordance with the terms and conditions set out below (the "Terms").

1. Terms

- a) *These Terms will apply between you and us in relation to the Services available on the Platform and to any project submitted in respect of a freelance opportunity.*
- b) *Please read these Terms carefully and make sure that you understand them. Please tick the box on the contact page to accept these Terms. If you refuse to accept these Terms, please be aware that you will not be able to access projects for freelance opportunities placed on our Website.*
- c) *Please note that we reserve the right to amend these Terms from time to time. We will notify you of any substantial changes to these Terms. If you do not agree to such changes, you may terminate our agreement and cease using the Services.*
- d) *We reserve the right to remove your details from our website (www.plymouthfreelancers.co.uk) at any time and without notice.*

2. The Services and use of the Platform

- a) *We grant you a non-exclusive, non-transferable licence to use the Services and Platform for the purposes of connecting with third parties and to review and/or accept freelance project work.*
- b) *You undertake not to copy, disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Services or Platform.*
- c) *You undertake not to post content on the Platform that: 1) is offensive, unlawful, misleading, discriminatory or fraudulent; 2) you do not have the rights to share; or 3) that infringes or violates someone else's rights. We reserve the right to immediately remove any content which*

contravenes this clause and/or remove you from the Platform and restrict or terminate your use of our Services where we reasonably believe you have acted in contrary to this clause.

- d) You acknowledge that all intellectual property rights associated with the Services and Platform belong to or are licensed to us, and that you only have the right to use the Services and Platform in accordance with these Terms. We grant you a non-exclusive, non-transferable, without the right to sub-licence, revocable license to use the Services and Platform on the basis of these Terms. We do not sell the Services or Platform to you. We remain the owners at all times.*
- e) You shall retain ownership of any content that you create and post on the Platform. This may includes examples of previous work you have undertaken as part of your bio or portfolio of work. Nothing in these Terms shall transfer ownership of your intellectual property rights to us or any third party. You grant us a non-exclusive, royalty-free, transferable, sub-licensable licence to use, distribute and copy such content in order to display or post it on the Platform or as part of the Services that we provide.*

3. Advertisements

- a) We are not a recruitment agency and will not enter into contracts of employment or short-term contracts with you in relation to the positions advertised on University of Plymouth freelancers website. Any contracts of employment or short-term contracts resulting from an opportunity are between you and the third party placing the project.*
- b) Please note that the project will specify the nature of the freelance opportunity, including any necessary skills required by you in order for you to complete it, details of the proposed payment to be made for the work to be undertaken and the timescales by which the work is to be completed. It is your responsibility to ensure that you are able to meet all the criteria specified before agreeing to take on the freelance opportunity. You must ensure that you are able to meet the commitments and obligations of any freelance opportunity whilst studying and that you continue to allocate appropriate and sufficient time to your studies We recommend that, where you are studying a full-time course at the University, you do not work more than 20 hours a week whilst studying.*

4. Freelance Opportunity

- a) Any arrangement between you and a third party arising as a result of your use of our website shall be a separate and independent arrangement between you and the third party, to which we shall not be a party.*
- b) It is your responsibility to ensure that you agree with the third party, ownership and use of any intellectual property rights generated as a result of any freelance opportunity taken up by you.*
- c) It is also your responsibility to ensure that you have the correct licences, consents or permissions for any software or materials you may need in order to complete a freelance opportunity. Please note that the University's I.T. facilities are provided for educational, administrative, research and personal development use by students in the course of their education and cannot be used for commercial gain.*

5. Liability

- a) *We do not give any representation, warranty or undertaking in relation to the content of the projects submitted on our website or the resulting freelance opportunity offered by the third party. It is your responsibility to investigate the third party and the opportunity itself to ensure that they meet your expectations.*
- b) *Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law.*
- c) *We will under no circumstances whatsoever be liable to you, whether in contract, wrongful acts, (including negligence), breach of statutory duty or otherwise, arising under or in connection with these Terms or any arrangement you may enter into with the third party for the completion of the freelance work for:*
 - 1. *any loss of profits, sales, business or revenue;*
 - 2. *loss or corruption of data, information or software;*
 - 3. *loss of business opportunity;*
 - 4. *loss of anticipated savings;*
 - 5. *loss of goodwill; or*
 - 6. *any special, indirect or consequential loss.*
- d) *Nothing in these Terms will limit or exclude our liability for:*
 - 7. *death or personal injury caused by our negligence; or*
 - 8. *fraud or fraudulent misrepresentation; or*
 - 9. *anything that cannot be excluded by law.*

6. Notices

- a) *Any notice or other communication given by you to us, or by us to you, under or in connection with these Terms shall be sent via email.*
- b) *Any notice or other communication shall be deemed to have been received if sent by email, one Business Day after transmission. In these Terms, Business Day means Monday to Friday (other than a public holiday) between the hours of 9am and 5pm.*
- c) *In providing the service of any notice, it will be sufficient to prove that such email was sent to the specified email address of the addressee.*
- d) *The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.*

7. Third Parties

- a) *This contract is between you and us. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.*

8. No Partnership or Agency

- a) *Nothing in these Terms is intended to or shall be deemed to establish any partnership or joint venture between us. Neither of us shall have the authority to act as agent for, or to bind the other in any way.*

9. Governing Law and Dispute Resolution

- a) *These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.*
- b) *Any disputes or claims arising out of or relating to these Terms and Conditions or the provision of services shall be resolved through negotiation and good faith discussions between all parties involved. If the parties are unable to reach a resolution within one calendar month, either party may initiate mediation proceedings. Both parties agree to cooperate in good faith to resolve any disputes promptly and amicably*

10. Jurisdiction

- a) *If you are a company, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or their subject matter or formation (including non-contractual disputes or claims).*
- b) *If you are an individual, you can bring legal proceedings in respect of these Terms or the Services in the English courts. If you live in Scotland you can bring legal proceedings in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in either the Northern Irish or the English courts.*

11. Other Terms

- a) *Each of the conditions of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining conditions will remain in full force and effect.*
- b) *We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under these Terms.*
- c) *Under data protection legislation, we are required to provide you with certain information about who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in our Privacy Policy available on our website and it is important that you read that information.*

12. Termination

- a) *You acknowledge that this is a free service. We are therefore entitled to terminate the Service or cease access to the Website at any time, without reason or notice to you.*
- b) *On termination, all rights granted to you under these Terms will immediately cease and your profile will be permanently deleted.*