



University of Plymouth FREELANCERS AGENCY

TERMS AND CONDITIONS FOR USE BY CLIENTS

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 which third party organisations ("you") are looking to have completed on a paid freelance basis by our students and graduates. Such short- term contract opportunities shall be advertised by you on the University of Plymouth Freelancers website (the "Website" or "Platform"). The Platform will provide an intuitive and user-friendly interface for you to post project requirements and connect with suitable student freelancers (the "Services").

We are making this Service available to you, and the placement of your project opportunity on our www.plymouthfreelancers.co.uk Website is made, 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 respect of any project you wish us to place on our Website for a freelance opportunity you may have, as well as our relationship arising as a result of you using our Website and Services by placing any such opportunity on our Website.*
- b) *Please read these Terms carefully and make sure that you understand them before providing us with details of any freelance opportunities that you wish to submit on our Website.*
- c) *Please tick the box on the contact page to accept these Terms. If you refuse to accept these Terms, you will not be able to make use of the advertising space on our Website to advertise freelance opportunities.*
- d) *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.*

2. Freelance opportunities

- a) *We shall not charge you for submitting a freelance opportunity on our Website.*
- b) *We reserve the right not to accept a freelance position put forward by you for any reason at our discretion. In such circumstances we will notify you that such an opportunity has not been accepted.*
- c) *You must make clear in the opportunity that you submit to us for publication, the nature of the freelance opportunity, including specifying any necessary skills required by our students in order for them to complete it. You must also include details of the proposed payment arrangements for the work to be undertaken (including remuneration and payment terms) and the timescales by which the work is to be completed. The proposed payment must be at*

least the minimum wage rate in force at the time but must reflect the level of skills and experience required to carry out the project work.

- d) You hereby warrant that all information included in an opportunity provided to us is factually correct and up to date.*
- e) Please note that it is your responsibility to meet all statutory legal requirements with regard to any freelance opportunities to be submitted. Accordingly, you hereby warrant that you will comply with all relevant legislation in relation to the same, including legislation against discrimination on the basis of sex, marital status, gender, racial group, disability, sexual orientation, religion or belief, age, socio-economic background, family circumstances, or any other irrelevant distinction. You must provide the successful applicant with a written contract of engagement relevant to the vacancy.*
- f) Unless removed earlier in accordance with these Terms, we shall retain an opportunity on our University of Plymouth Freelancer Agency contact form page on the Website until the role has been filled or for a period of up to three months, following which the opportunity shall be removed. An opportunity shall also be removed earlier in the event that: 1) you cease to carry on your business or enter into any insolvency-related proceedings; 2) we receive information or reports from students or graduates of any unfair or inappropriate behaviour by your organisation; 3) that your organisation is subject to any regulatory investigations or sanctions; or 4) that your organisation receives press or publication which is damaging to its reputation.*
- g) It is your responsibility to notify us when a freelance opportunity that we are advertising on your behalf is no longer available. Upon written notification to us that an opportunity is no longer available we shall arrange for the advertisement to be removed as soon as is reasonably practicable.*

3. Liability

- a) Any arrangement between you and any of our students arising as a result of us placing any opportunity on our Website shall be a separate and independent arrangement between you and the student(s) or graduate(s) to which we shall not be a party.*
- b) We do not give any representation, warranty or undertaking in relation to the suitability and/or ability of our students/graduates who may apply to you in response to any of your opportunities to perform the freelance work.*
- c) Further we do not give any representation, warranty or undertaking that our students/graduates shall perform the services required within the timescales specified in your opportunity, or at all, or as to the quality or delivery of the work that they may produce.*
- d) 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.*
- e) We will not be liable for, or responsible to you for, any failure or delay in performance by our students/graduates of their obligations to you under any arrangement that they may enter into with you as a result of us advertising your freelance opportunity on our Website.*
- f) We will under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with these Terms or any arrangement you may enter into with our student(s) 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.**

- g) *Subject to h) below, our maximum liability under or in connection with these Terms, the Services or Website shall be limited to £1,000 (one thousand pounds sterling).*
- h) *Nothing in these Terms will limit or exclude our liability for:*
 - 1. *death or personal injury caused by our negligence; or*
 - 2. *fraud or fraudulent misrepresentation.*

4. Entire agreement

- a) *These Terms constitute the entire agreement between you and us and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.*
- b) *You acknowledge that by accepting these Terms you are not relying on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms.*

5. 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 a day (other than a Saturday, Sunday or public holiday) when we are open for business.*
- c) *In proving the service of any notice, it will be sufficient to provide, in the case of a letter, that such letter was properly addressed, stamped and placed in the post, and in the case of an email, 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.*

6. 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.*

7. Severance

- a) *Each of the clauses in these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining provisions will remain in full force and effect.*

8. Waiver

- a) *If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations.*
- b) *If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.*

9. 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.*

10. 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.*

11. Jurisdiction

- a) *Each of us hereby irrevocably agrees that 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).*

12. Other Terms

- a) *We may terminate these Terms at any time, for any reason, by providing you with one month's notice (for which email shall suffice).*
- 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 the personal data of those individuals who use the Services, and for what purposes and those individuals' rights in relation to their 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.*