



TERMS AND CONDITIONS FOR FREELANCERS

Workfree is a marketplace that connects experienced Freelancers to live jobs and roles with employers and businesses who offer flexibility in where, how, or when roles are fulfilled. Workfree increases your opportunities to be found by hiring employers and in-house recruiters by creating a Profile on our Platform and as a result your details may appear in a search, aimed at matching talent to available roles. The way that you use the Platform is governed by these terms. By continuing to use our Platform and using it to register for job opportunities and access the content that we upload and share with you, you agree to be bound by our terms and conditions (the “**Conditions**”).

IT IS AGREED AS FOLLOWS:

1. AGREEMENT

- 1.1. In this Agreement the defined terms in this Agreement shall have the meanings set out in the Schedule at the end of this document.
- 1.2. These Conditions together with the Policies (the “**Agreement**”) constitute the entire agreement between Workfree and the Freelancer, and, if relevant, the Personnel. This Agreement is deemed to be accepted by the Freelancer registering itself and /or its Personnel as Freelancers on the Platform.
- 1.3. The Agreement shall apply from the Registration Date and shall continue, subject to clause 6 during any Assignment. It shall not apply during any period when the Freelancer is not on an Assignment with a Client and there are no obligations between the parties during such periods, except for confidentiality and data protection.
- 1.4. Unless otherwise agreed in writing by a director of Workfree, this Agreement shall prevail over any terms of business or purchase conditions (or similar) put forward by the Freelancer and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral.
- 1.5. No changes to these Conditions are valid or have any effect unless agreed by Workfree and the Freelancer in writing. Workfree reserves the right to vary these Conditions from time to time. Such updated Conditions will be displayed on the Platform and by continuing to use and access the Platform following such changes, the Freelancer agrees to be bound by any variation. It is the Freelancer’s responsibility to check the Conditions from time to time to verify such variations.
- 1.6. For the avoidance of doubt this Agreement is a contract for the provision of professional skilled services by the Freelancer to the Client and shall not be construed as a contract of employment between any Freelancer and/or its Personnel supplied to provide the Services and either Workfree or the Client, and any of the liabilities of an employer arising out of the Assignment shall be the liabilities of the Freelancer.
- 1.7. It is noted that, when a Freelancer is accepted as a Freelancer on the Platform and the related Agreement is formed, it will have been allocated as a member of one or more Platform communities. In the event that all of the community/ies which the Freelancer was allocated to cease to exist on the Platform, it is agreed that the Freelancer shall be reallocated to be a member of the Workfree community.

2. WORKFREE’S OBLIGATIONS

- 2.1. Workfree shall maintain the Platform and shall use reasonable endeavours to provide access to Freelancers to the marketplace to seek relevant opportunities. By doing so Workfree is operating as an employment business for the purposes of the Conduct Regulations. It is not a temporary worker agency, pursuant to regulation 3(2)(b) of the Agency Workers Regulations 2010 (the “**AWR**”) and therefore is not obliged to gather or provide information accordingly.
- 2.2. Workfree shall use reasonable endeavours to keep users of the Platform informed of any scheduled maintenance by placing notices to users on the Platform. Workfree accepts no liability resulting from any user being unable to access the Platform at any time. Freelancers are bound by Workfree’s [Acceptable Use Policy](#) and [Website Terms of Use](#) which shall govern the Freelancer’s use and access to the Platform.

- 2.3. The Platform provides the means by which a Client may at its absolute discretion post a Brief in the search for a Freelancer. Workfree has no control over the Briefs that may be posted to the Platform or the Client's actions, including the use of the Platform, the types of services required, or the rates charged, or any matters concerning the Assignments.
- 2.4. For the avoidance of doubt, neither Workfree nor a Client is obliged to post any Brief, make a Booking or enter into any Assignment and the Freelancer is not obliged to accept any offer of work, agree to a Booking or Assignment nor to make its Services available but if a Booking is made and accepted then the terms and conditions set out in this Agreement shall apply. No Booking or Assignment is legally binding or enforceable unless it is agreed and recorded via the Platform. Both parties declare however that they do not wish to create or imply any mutuality of obligation whatsoever during any period when the Services are not available or not required. For the avoidance of doubt, the Freelancer is not entitled to receive any payment from Workfree or a Client for time not spent on an Assignment, whatever the cause.

3. FREELANCER'S OBLIGATIONS

- 3.1. The Freelancer shall provide all information about themselves and/or their Personnel as required by the Platform as part of the registration process (including for Screening and following Applicable Law). It warrants that any information concerning a Representative and/or Personnel, including, but not limited to, their skills, experience, sector and industry knowledge and their suitability for any Assignment, that is recorded on the Platform is complete and accurate and that any references that have been supplied by the Freelancer (including any reference provided by the Freelancer from a third party) in respect of any Representative are honest and accurate.
- 3.2. Upon confirmation of a Booking, the Booked Freelancer will provide the Client with the agreed Services during any Assignment Period unless terminated sooner under clauses 6.1 to 6.2 below. If for any reason the Assignment continues beyond the Assignment Period, this Agreement will continue subject to termination by Workfree or Freelancer under clauses 6.1 to 6.2 below.
- 3.3. During the Assignment Period, the Booked Freelancer may engage in other business activities, provided these do not breach obligations under this Agreement or create conflicts of interest with Workfree or its Client. The Freelancer must:
 - 3.3.1. Ensure such activities do not conflict with its obligations hereunder;
 - 3.3.2. Avoid activities likely to create conflicts of interest adversely affecting Workfree or the Client;
 - 3.3.3. Inform and keep Workfree updated about any similar or competitive activities which could affect Workfree; and
 - 3.3.4. prioritize its obligations to Workfree over third-party obligations in case of a conflict.
- 3.4. Breach of these terms during the Assignment Period gives Workfree the right to terminate the Agreement immediately.
- 3.5. The Freelancer acknowledges to Workfree that its services are supplied to Workfree as an independent Freelancer and accordingly the responsibility of complying with all statutory and legal requirements relating to the Representative and/or Personnel (including but not limited to matters of taxation) shall fall upon and be discharged wholly and exclusively by the Freelancer.
- 3.6. The Freelancer acknowledges that it and/or the Representative is not an agency worker as defined under the AWR and that the AWR does not apply to any Assignment under this Agreement. The Freelancer shall indemnify and keep indemnified Workfree (or, as the case may be, the Client) against any Losses Workfree (or the Client) may suffer or incur as a result of any claim made by or on behalf of any member of the Representative and/or Personnel under the AWR.
- 3.7. The Freelancer shall have discretion over when and where to provide the Services to the Client, however, the Freelancer may liaise with the Client to find mutually convenient working hours. In addition, the Client and the Freelancer may agree within the Booking on deadlines for the completion of any specific service objectives, which will be binding upon the Freelancer. The Freelancer has the option to refuse any additional or different work or Assignments that may be requested by the Client beyond the Services set out in the Brief.
- 3.8. If the Freelancer uses any Personnel to provide the Services, the Freelancer shall ensure that:

- 3.8.1. none of the Personnel holds themselves out as an employee or worker of either Workfree or the Client. If any person should seek to establish any liability or obligation upon Workfree because the Representative and/or the Personnel are an employee/employees or worker/workers of Workfree or the Client, the Freelancer shall upon demand indemnify Workfree and/or the Client and keep them indemnified in respect of any such liability or obligation and any related Losses which the Employment Business shall incur;
- 3.8.2. such Personnel (Including any substitute fees as provided within clause 3.13) comply with Applicable Law, these Conditions, the Client Undertakings and any Freelancer Contract or Freelancer Payroll Contract; and
- 3.8.3. it shall indemnify and hold harmless Workfree and any Client against any Losses in connection with such Personnel's breach of these Conditions, any Freelancer Contracts, any Freelance Payroll Contracts, and any Client Undertakings.
- 3.9. The Freelancer will procure that the Representative/Personnel professionally provides the Services, with all proper skill and care. Neither the Client nor Workfree has the right to control, direct or supervise the method in which the Freelancer carries out the Services. The Freelancer confirms that the Representative is skilled to such a level that it is not appropriate for the Client to dictate how the Services are to be provided and as such, the Freelancer will use its initiative as to how the Services are completed, including the number of hours and the time during which it will provide the Services. Notwithstanding this confirmation, the Freelancer will nonetheless assist the Client by making all reasonable attempts to work within an overall agreed deadline and ensure that the Services and any product of the Services satisfies the reasonable requirements of the Client which have been agreed by the Freelancer.
- 3.10. Workfree acknowledges that the Freelancer reserves the right to decline to provide additional advice and assistance which is outside the scope of the Booking.
- 3.11. Upon acceptance of an Assignment, the Freelancer shall enter into a separate contract with the Client governing the delivery of that Assignment by the Freelancer (the "**Freelancer Contract**") as well as the Client Undertakings. Where a Freelancer Contract has been determined by a Large Client as being Inside IR35, the Freelancer shall enter into a separate agreement with Playroll (the "**Freelancer Payroll Contract**").
- 3.12. Should a Freelancer wish to end an Assignment early, then it must give notice via the Platform of a new end date for the Assignment (the "**Freelancer End Date**"). If the Client agrees, then the Assignment shall terminate on the Freelancer End Date. If the number of days between the date of the notice provided by the Freelancer and the Freelancer End Date is fewer than the number of days in the agreed Notice Period set out in the Booking and the Client objects within 48 hours of being notified, then the Freelancer is bound to continue the Assignment until completed.
- 3.13. Should the Representative be unable to provide the Services for any reason or require support to comply with the mutually agreed deadlines for the completion of any work or assignment, the Freelancer shall be able to provide a substitute or source further Personnel to assist the Representative, so long as such Personnel are adequately experienced, skilled and qualified (the "**Substitute**"). The Freelancer shall remain responsible for any costs associated with providing a Substitute. The Client has the right to refuse to accept a Substitute, if, in its reasonable opinion, such individual is not suitable, due to lack of skills experience and qualifications or any required security clearances. Following the appointment of a Substitute, the Substitute shall be a Representative for this Agreement. The Freelancer will sign, and will ensure that any such sub-Freelancer, other individual or company signs, any reasonable form of undertaking, particularly in relation to confidentiality that may be required by the Client. In the event additional Personnel are required, the Representative shall remain in charge of such Personnel and ensure they comply with the terms and conditions of this Agreement.
- 3.14. The Freelancer acknowledges that in the provision of the Services to the Client, Workfree may contract with an Intermediary Organisation such as (but not limited to) a managed vendor and accordingly, save in respect of clause 7.1, any reference in this Agreement to the Client shall be extended appropriately to include any such Intermediary Organisation.

4. WARRANTIES PROVIDED BY THE FREELANCER

- 4.1. The Freelancer warrants and undertakes that it is entitled to the services of the Representative and that of any Personnel and can enter this Agreement and comply with its provisions and the Freelancer warrants to Workfree that by entering into this Agreement it will not and the Representative will not be in breach of any express or implied terms of any contract with or of any other obligation to any third party binding upon it or the Representative.

- 4.2. The Freelancer warrants to Workfree that it and the Personnel providing the Services have agreed to opt out of the Conduct Regulations and have signed an agreement to that effect and as such understand that none of the Conduct Regulations apply to this Assignment. Further, the Freelancer warrants that it will only supply staff to perform the Services who have opted out of the Conduct Regulations and further that any person to whom the performance of the Services is assigned or sub-contracted has opted out of the Conduct Regulations.
- 4.3. If the Freelancer is a personal service company (the “PSC”), it warrants that is not a “managed service company” as defined in either section 61B or section 339A of ITEPA and that it is compliant in all respects with ITEPA (including specifically both Chapter 8 of Part 2 of ITEPA and the Social Security Contributions (Intermediaries) Regulations 2000 and Chapter 9 of Part 2 of ITEPA) and the NICs Legislation.

5. PAYMENT

- 5.1. The Freelancer acknowledges that payment of the Freelancer Fees by Client to Workfree is subject to Client approval of the time spent by the Freelancer or of the Freelancer’s completion of the Assignment.
- 5.2. The Freelancer warrants and represents that:
 - 5.2.1. before agreeing to any Assignment Details (including the Freelancer Fees) to form a Booking they will have fully understood the nature of the Brief and have asked all relevant questions of the Client to
 - 5.2.1.1. ensure that the Freelancer can deliver the Assignment to the level required by these Conditions;
 - 5.2.1.2. determine the level of effort required for the Assignment;
 - 5.2.1.3. calculate and agree on the Freelancer Fees (which can be either Time-based or Unit-based); and
 - 5.2.2. if there are any assumptions which apply to the calculation of the Freelancer Fees or any other Assignment Details, these have been agreed upon with the Client and included in the Assignment Details; and
 - 5.2.3. the Freelancer has taken into account the necessary hours and any other relevant resources (including any potential Substitutes) necessary to deliver the Assignment.
- 5.3. The Freelancer Fees are calculated and charged on a time/unit basis as agreed between Clients and Freelancers in Assignment Details (with the Platform generating invoices for Time-Based Freelancer Fees on a whole day/half-day basis and the nearest half-hour for any agreed additional services outside a standard day).
- 5.4. The Freelancer may invoice Workfree for the Charges as follows:
 - 5.4.1. Freelancer Fees: upon notification by Workfree of Client approval; and
 - 5.4.2. Expenses: provided such Expenses agreed to be payable in the Assignment Details, upon notification by Workfree of Client approval (and in no event shall this include any ordinary expenses of Freelancer’s business).
- 5.5. Workfree shall be entitled to deduct from the Freelancer Fees the Workfree Fees due and payable in the event a Freelancer chooses to opt for Workfree’s faster payment service.
- 5.6. The Charges do not include VAT, which Workfree shall pay, in addition to the Charges as required by Applicable Law.
- 5.7. Unless the subject of a genuine dispute (including by Client) or in the event the Client fails to pass the Credit Check, Workfree shall endeavour to pay all invoices within 14 days of the date of the invoice, which may be issued upon timesheet approval by Client (Workfree shall pay invoices for services delivered by Freelancer, whether or not Workfree is paid by Client). Payments by Workfree to Freelancers are made once per timesheet week (which runs Monday to Sunday).
- 5.8. Taking into account that the Client and Freelancer negotiated the Assignment Details (including the Freelancer Fees) directly, if there is a dispute by the Client about the Freelancer’s time or units, charges or expenses submitted for approval, the Freelancer shall act reasonably and in good faith participate in this process:
 - 5.8.1. the Client uses the Workfree Dispute Form to summarise the dispute for the Freelancer and provides this to Workfree;
 - 5.8.2. Workfree shall promptly provide the form completed by the Client to the Freelancer and the Freelancer shall fill in their response and return it to Workfree within seven days;

- 5.8.3. Workfree shall promptly provide the form completed by the Freelancer to the Client; and
- 5.8.4. the Client and the Freelancer shall meet (in person or by telephone) within seven days of Workfree providing the form completed by the Freelancer to the Client and seek to resolve the dispute or disagreement.
- 5.9. If the Freelancer and the Client are unable to resolve the dispute under clause 5.8 directly within 28 days of Client raising the dispute under the Client Terms (the “**Dispute Date**”), either the Client or the Freelancer (at the requestor’s cost) may ask CEDR to help resolve the dispute through conciliation (with CEDR appointing the mediator). Workfree shall upon request provide all necessary information requested by the Freelancer or the Client for any mediation (at the requestor’s cost). If neither the Client nor the Freelancer chooses to appoint CEDR within 28 days of the Dispute Date, and the dispute is still outstanding, Workfree may acting in good faith determine the amount to be invoiced by the Freelancer which shall be binding on the Freelancer in the absence of manifest error.
- 5.10. The Charges are subject to any deductions Workfree is required to make by Applicable Law and to any deductions which the Freelancer has agreed or requested can be made.
- 5.11. The Freelancer acknowledges that the Freelancer is responsible for ensuring that all invoices submitted to Workfree contain the correct account name, bank account and sort code details and that Workfree has no way of verifying these. The Freelancer warrants, represents and undertakes to use Good Industry Practice to protect against any form of hacking or social engineering which could lead to any payment details being altered by any third party as part of a payment scam. The Freelancer acknowledges and agrees that payment by Workfree into the account set out on Freelancer’s invoice as received by Workfree shall satisfy Workfree’s payment obligation to the Freelancer. If the Freelancer becomes aware of any security breach affecting the Freelancer, the Freelancer shall notify Workfree immediately.
- 5.12. The Freelancer acknowledges that it could be a criminal offence under the Fraud Act 2006 to falsify any time records submitted to the Platform for the Freelancer.
- 5.13. The Freelancer shall be responsible for paying all applicable taxes and financial liabilities that may arise as a result of receiving any amounts paid by Workfree under Applicable Law.
- 5.14. If a Freelancer is a PSC in the United Kingdom, the Freelancer warrants, represents and undertakes that the Freelancer has and shall continue to:
- 5.14.1. promptly carry out a Status Self-Assessment for all Assignments using Good Industry Practice (including re-assessment if there has been any change which may affect the result of the original Status Self-Assessment);
 - 5.14.2. pay tax in accordance with the relevant rules set out in Part 2 of the ITEPA, depending on whether the Status Self-Assessment is Inside IR35 or genuinely self-employed (and if Inside IR35 making the declaration as part of the Freelancer’s annual tax return).
- 5.15. The Freelancer acknowledges that Workfree (as an employment business) is required to report information relating to payments made to Freelancers in the United Kingdom to HMRC.
- 5.16. Subject to Applicable Law, Workfree may at any time set off any liability of the Freelancer to Workfree against any liability of Workfree to the Freelancer, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement. Any exercise by Workfree of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.
- 5.17. The Freelancer shall on demand by Workfree provide evidence of the Freelancer’s tax status and/or undertake any process required by Applicable Laws to confirm tax status (and provide Workfree with an official copy of the results).

6. TERMINATION

- 6.1. Either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:
- 6.1.1. the other Party commits a material breach of the Agreement which is not capable of remedy (or is capable of remedy, but which the other Party fails to remedy within 30 days of receiving notice specifying the breach and requiring the breach to be remedied);

- 6.1.2. the other Party repeatedly breaches any of the terms of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement;
 - 6.1.3. such other Party becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
 - 6.1.4. such other Party ceases or threatens to cease to carry on the whole or a substantial part of their business;
 - 6.1.5. any distress or execution shall be levied upon such other Party's property or assets;
 - 6.1.6. such other Party shall make or offer to make any voluntary arrangement or composition with its creditors;
 - 6.1.7. any resolution to wind up such other Party (other than for the purpose of a bona fide reconstruction or amalgamation without insolvency) shall be passed, any petition to wind up such other Party shall be presented and not withdrawn or dismissed within seven days or an order is made for the winding up of such other Party;
 - 6.1.8. such other Party is the subject of a notice of intention to appoint an administrator, is the subject of a notice of appointment of an administrator, is the subject of an administration application, becomes subject to an administration order, or has an administrator appointed over it;
 - 6.1.9. a receiver or administrative receiver is appointed over all or any of such other Party's undertaking property or assets;
 - 6.1.10. any bankruptcy petition is presented, or a bankruptcy order is made against such other Party;
 - 6.1.11. an application is made for a debt relief order, or a debt relief order is made in relation to such other Party;
 - 6.1.12. such other Party is dissolved or otherwise ceases to exist; or the equivalent of any of the events described in clauses 6.1.3 to 6.1.11 occurs in relation to such other Party under the laws of any jurisdiction.
- 6.2. Either Party may terminate the Agreement for convenience as follows:
- 6.2.1. The Freelancer: by cancelling its registration on the Platform; it is acknowledged by the Freelancer that if there is an active Assignment at the time of cancellation, the Freelancer must give notice via the Platform to the Client to terminate the Freelancer Contract in accordance with its terms before being able to cancel this Agreement; or
 - 6.2.2. Workfree: by giving three months' notice by email to the Freelancer.
- 6.3. For clause 6.1.1, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects other than as to the time of performance.
- 6.4. Termination of the Agreement shall be without prejudice to any other agreement between Workfree and the Freelancer.
- 6.5. Termination of this Agreement under this clause shall not terminate any Assignments which have been Booked, which shall continue until their expiry or termination.
- 7. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS**
- 7.1. The Freelancer undertakes that any copyright and other Intellectual Property Rights arising in the course of the provision of its Services shall become and remain the sole property of the Client, and the Representative and the Freelancer will cooperate in any formal steps which may be required to transfer such rights to the Client. Notwithstanding the above, nothing in these Conditions, or any Freelancer Contract, shall transfer the Background IPR of one Party to the other Party.
- 7.2. The Freelancer will indemnify Workfree against any liability Workfree may incur as a result of any alleged infringement by the Freelancer of any third party's Intellectual Property Rights, other than to the extent that any such infringement directly results from compliance with any specifications issued by Workfree or by the Client.
- 7.3. The Freelancer hereby irrevocably and unconditionally:

7.3.1. assigns directly to the Client absolutely all existing and future Intellectual Property Rights (as a present assignment of present and future rights) in any works which are created as part of the Assignment and all materials embodying such rights to the fullest extent permitted by law; and

7.3.2. irrevocably and unconditionally waives the benefit of their moral rights arising under Parts I and II of the Copyright, Designs and Patents Act 1988 (CDPA) and performers' non-property rights arising under Part II of the CDPA and any similar laws of any jurisdiction directly in favour of the Client and all Client's licensees, sub-licensees, assignees, and successors in title to the copyright in the works.

7.4. The Freelancer agrees to execute all documents requested by the Client to further evidence the ownership and assignment and to provide all reasonable assistance to the Client in perfecting or protecting its rights.

7.5. Nothing in this clause 7 shall entitle the Freelancer to any other compensation other than the Freelancer Fees properly due and payable under clause 5.

8. CONFIDENTIALITY AND SECRECY

8.1. The Freelancer acknowledges that information disclosed to and developed by the Freelancer and/or the Representative in the negotiation and performance of this Agreement will include Confidential Information in which Workfree and/or the Client has an interest.

8.2. In order to protect the Confidential Information of Workfree and the Client, the Freelancer agrees not to at any time:

8.2.1. whether during or after the Assignment (unless expressly so authorised by the Client or Workfree as a necessary part of the performance of their duties), to disclose to any person or to make use of any of the trade secrets or the Confidential Information of the Client or Workfree; or

8.2.2. to make any copy, abstract or summary of the whole or any part of any document or other material belonging to the Client or Workfree except when required to do so in the course of the Representative's duties under an Assignment, in which circumstances such copy abstract or summary would belong to the Client or Workfree, as appropriate.

8.3. The restriction in clause 8.2 does not apply to:

8.3.1. any use or disclosure authorised by the Client or Workfree or as required by law a court of competent jurisdiction or any governmental or regulatory authority;

8.3.2. any information which is already in, or comes into, the public domain otherwise than through the Freelancer's unauthorised disclosure.

8.4. The Freelancer agrees that any media on which any notes, correspondence, memoranda or other records are made relating to the affairs of the Client as well as any documents (including copies), ID cards, swipe cards, devices, equipment and other materials belonging to the Client which are in the Freelancer's physical possession shall immediately become the Client's property, and on request by the Client or otherwise on termination of any Assignment, the Freelancer shall procure that they shall be handed over in their entirety to the Client or deleted with no copies being retained.

9. DATA PROTECTION

9.1. Clause 9 sets out the framework for the sharing of personal data between the parties as data controllers. Each party acknowledges that one party (the Data Discloser) will regularly disclose to the other party (the Data Recipient) Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

9.2. Each party shall comply with all the obligations imposed on a controller under the Applicable Data Protection Laws.

9.3. Each party shall:

9.3.1. ensure that it has all necessary consents and notices in place to enable lawful transfer of the Shared Personal Data to the Data Recipient for the Agreed Purposes;

9.3.2. give full information to any data subject whose personal data may be processed under this agreement of the nature of such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;

- 9.3.3. process the Shared Personal Data only for the Agreed Purposes;
- 9.3.4. not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- 9.3.5. ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less demanding than those imposed by this Agreement;
- 9.3.6. ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and
- 9.3.7. not transfer any personal data outside of the European Economic Area unless the transferor:
 - 9.3.7.1. complies with the provisions of Article 26 of the General Data Protection Regulation (in the event the third party is a joint controller); and
 - 9.3.7.2. ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection; (ii) there are appropriate safeguards in place; or (iii) one of the derogations for specific situations applies to the transfer.
- 9.4. Both parties will comply with all applicable requirements of the Applicable Data Protection Laws in relation to the collecting, handling, and processing of Personal Data (as defined in the Applicable Data Protection Laws). In particular each party shall assist the other in complying with all applicable requirements of the Applicable Data Protection Laws, including:
 - 9.4.1. consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
 - 9.4.2. promptly inform the other party about the receipt of any data subject access request;
 - 9.4.3. provide the other party with reasonable assistance in complying with any data subject access request;
 - 9.4.4. not disclose or release any Shared Personal Data in response to a data subject access request without first consulting the other party wherever possible;
 - 9.4.5. notify the other party without undue delay on becoming aware of any breach of the Applicable Data Protection Laws;
 - 9.4.6. at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this Agreement unless required by law to store the personal data;
 - 9.4.7. use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
 - 9.4.8. maintain complete and accurate records and information to demonstrate its compliance with this clause 9; and
 - 9.4.9. provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Applicable Data Protection Laws, including the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Applicable Data Protection Laws.
- 9.5. The Freelancer shall ensure that it has in place appropriate technical or organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures.
- 9.6. In the event that a Substitute is appointed under clause 3.13, such Substitute shall be considered a third-party processor of Personal Data under this Agreement. The Freelancer confirms that it will enter into a written agreement, which incorporates terms which are substantially similar to those set out in this clause 9, with the Substitute. The Freelancer shall remain fully liable for all acts or omissions of any third-party processor appointed by it under this clause 9.

9.7. The Freelancer shall have personal liability for and shall indemnify Workfree and/or the Client for any loss, liability, costs (including legal costs), damages, or expenses resulting from any breach by the Freelancer, or a substitute engaged by the Freelancer of the Applicable Data Protection Laws and shall maintain in force full and comprehensive Insurance Policies.

10. NATURE OF THE CONTRACT BETWEEN THE FREELANCER AND THE REPRESENTATIVE / PERSONNEL

10.1. The Freelancer shall be solely responsible for making all appropriate payments to or in respect of the Representative, including salary, pensions, and other employer benefits.

10.2. The Freelancer is solely responsible for the Personnel, including any Representative's PAYE income tax and other tax and National Insurance and any other forms of Social Security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance by the Freelancer or any Representative of its obligations under this Agreement and in respect of any payments made to any Representative, and for accounting for such payments and for any penalties to the appropriate authorities in relation or connection to the Services and this Agreement.

10.3. The Freelancer will fully indemnify and keep indemnified Workfree and the Client against any failure to make any such payment and against all costs, expenses, penalty, fine or interest incurred or payable by Workfree or the Client in connection with or in consequence of any such liability, assessment, or claim. The Freelancer will also fully indemnify and keep indemnified Workfree and the Client against any claims or other recourse, demands, debts, taxes, charges, penalties, actions, proceedings, damages, compensation, tribunal or Court orders or awards, settlement pay, fines, costs, expenses, outgoings and all other losses and liabilities (including legal and other professional expenses on a full indemnity basis) arising out of or in connection with any employment-related claim or any claim based on worker status or any claim under AWR (including reasonable costs and expenses) brought by or on behalf of the Representative or against Workfree and/or the Client arising out of or in connection with the provision of the Services.

10.4. If for any reason Workfree or the Client shall become liable to pay, or shall pay, any such taxes or any other payment in respect of any liability, loss, damage, cost, claim, assessment or expense referred to in clauses 10.3 and 10.4, Workfree shall be entitled to deduct from any amounts payable by Workfree to the Freelancer the amount of all such taxes or payments paid or required to be paid by Workfree or Client. To the extent that any amount of such taxes or other payments paid or required to be paid by Workfree or Client shall exceed the amounts payable by Workfree to the Freelancer, the Freelancer must immediately reimburse Workfree in respect of such excess.

10.5. The Freelancer warrants to Workfree that it will be responsible for and fully indemnifies Workfree and the Client against any holiday pay to which any Representative may be entitled by virtue of the Working Time Regulations 1998, as amended by the Employment Rights (Employment Particulars and Paid Annual Leave) Amendment) Regulations 2018, and neither Workfree nor the Client will have any liability to pay holiday pay to the Freelancer or any Representative.

11. RESTRICTIONS

11.1. The Freelancer agrees that the Representative shall advise Workfree of any offer of assignment or extension of the Agreement or of employment made by a Client or as a consequence of the Representative's secondment to another business of the Client. This is applicable whether or not such offer of assignment or extension of the Agreement or employment is made during the Assignment or within 12 months of termination of the Assignment.

11.2. The Freelancer will not and will procure that the Representative will not, during the term of the Assignment under this Agreement or, following termination or expiry of such Assignment, during a period equivalent to the period during which the Representative has provided the Services to the Client under the Assignment (save that such period shall not be less than 3 months nor more than 6 months) directly or indirectly (whether under a contract of service or contract for services or otherwise or through any third party) provide services identical or similar to the relevant Services to the Client, group companies of the Client and/or any third party to whom the Client introduces the Freelancer and/or the Representative, except through Workfree under a contract with Workfree.

11.3. If the Freelancer and/or the Representative breaches clause 11.2, the Freelancer and the Representative jointly and severally agree to pay liquidated damages to Workfree in the sum of 15% of the amount that would have been payable to the Freelancer for the supply of the Services for five days per week for thirteen weeks at the Freelancer's average daily rate, such amount agreed to be a genuine pre-estimate of the loss likely to be sustained by Workfree.

12. BREACH OF CONTRACT AND INDEMNITY

- 12.1. If the Freelancer is in breach of contract Workfree may withhold the whole or part of any monies which are or become due to the Freelancer as full or partial compensation for Workfree's Losses resulting from the breach, provided that Workfree may not withhold more than would be reasonable compensation for Workfree's Losses resulting from such breach.
- 12.2. The Freelancer will fully and effectively indemnify Workfree against any Losses Workfree might have arising out of:
- 12.2.1. any breach or non-performance or non-observance of any of the obligations, warranties, undertakings, or agreements by the Freelancer and/or the Representative in this Agreement; or
 - 12.2.2. the employment or Engagement by the Freelancer of the Representative, the termination of any such employment or Engagement and/or any employment claim brought by the Representative; or
 - 12.2.3. any negligence, reckless conduct, wrongful acts, defaults, or omissions of the Freelancer and/or of any Representative (including without limitation performance or non-performance of this Agreement or any loss or damage done to Workfree's or Client's property); or
 - 12.2.4. any misrepresentation by the Freelancer,
- and Workfree hereby reserves the right to deduct from any payment to the Freelancer such amount as Workfree deems reasonable on account of such indemnities.

13. MISCELLANEOUS

- 13.1. If the Conduct Regulations apply because the Freelancer and/or the Representative act for and under the control of the Client and the Freelancer and/or the Representative have not given notice under Regulation 32(9) of the Conduct Regulations that the Conduct Regulations do not apply, clause 11.2 shall not apply.
- 13.2. The Freelancer consents and procures that any Representative shall consent pursuant to the Applicable Data Protection laws to the holding and "processing" by Workfree of "personal data" and "sensitive personal data" relating to the Representative (as such terms are defined by the Applicable Data Protection Laws) for the Services.
- 13.3. The Freelancer consents and procures that any Representative shall consent to the sharing of any information relating to this Assignment, the Freelancer, and any Representative, including personal data and sensitive personal data, with the Client, with any Intermediary Organisation.
- 13.4. Failure or neglect by Workfree at any time to enforce any of these terms shall not be a waiver of Workfree's rights and shall not prejudice Workfree's rights to take action in respect of the same or any later breach.
- 13.5. If any of the terms of this Agreement is held by any court or other competent authority to be wholly or partially void, invalid, or unenforceable then such term shall be severed from the body of these terms, which shall continue to be valid and enforceable to the fullest extent permitted by law.
- 13.6. Even though this Agreement may have been terminated, any clause intended to have effect following termination shall survive and continue in effect.
- 13.7. Any notice or communication required to be given by either party under any provision of this Agreement shall be given by letter (sent by prepaid first-class post), or by e-mail. All such notices and communications shall be addressed to the other party using the contact details given in this Agreement or at such other address or number as may be duly notified for such purpose from time to time and shall be deemed to have been given and served, if sent by prepaid first class post, two (2) working days after the day on which the letter was posted; or the sender receives undelivered email notification or the recipient informs the sender within the relevant working day that the email message was received in an incomplete or illegible form if sent by email four (4) hours from the time of despatch if despatched on a working day before 5.30 p.m. or in any other case at 9.00 a.m. on the next working day after despatch; or, if sooner, at the time the receiving party acknowledges receipt of any such letter, or email or at the time earlier proof of receipt is obtained by the sending party.

- 13.8. The parties agree that the warranties, covenants and undertakings given by the Freelancer, and in particular clause 12.2, are also given for the benefit of, and may be enforced by, the Client under the Agreements (Rights of Third Parties) Act 1999. Other than as provided in this clause the provisions of this Agreement are personal to the Parties and are not intended to confer any rights of enforcement on any other third party and the Agreements (Rights of Third Parties) Act 1999 shall not apply to this Agreement or any of its provisions.
- 13.9. This Agreement is governed by the laws of England and any questions arising shall be dealt with only by the courts of England and Wales.

Schedule 1

DEFINITIONS AND INTERPRETATION

- 1.1. References to statutes or statutory instruments include the same as may be applied, amended, extended, or re-enacted by legislation or order from time to time and include any subordinate legislation.
- 1.2. References to this Agreement or any provision of this Agreement shall include this Agreement or that provision as it may from time to time be amended.
- 1.3. The terms holding company, subsidiary, parent undertaking, subsidiary undertaking and wholly owned subsidiary shall be interpreted in accordance with the Companies Act 2006, and the term associated company shall be interpreted in accordance with section 449 of the Corporation Tax Act 2010. The terms controller, processor, data subject, personal data, processing are as defined in the Applicable Data Protection Laws.
- 1.4. Unless otherwise stated, time shall not be of the essence for the performance of any obligation.
- 1.5. Headings shall not affect the interpretation of the Platform Agreement or any Freelancer Contract.
- 1.6. Interpretation of general words shall not be restricted by words indicating a particular class or particular examples.
- 1.7. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.8. A reference to a company shall include any company, corporation, or other body corporate, wherever and however incorporated or established.
- 1.9. A reference to a statute or statutory provision is a reference to it as amended, extended, or re-enacted from time to time.
- 1.10. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

“Applicable Data Protection Laws”	To the extent the UK GDPR applies, the laws of the United Kingdom which relates to the protection of personal data including UK GDPR and the Data Protection Act 2018; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the protection and transfer of personal data (including, without limitation, the privacy of electronic communications). “Controller,” “data controller,” “processor,” “data processor,” “data subject,” “personal data,” “processing,” and appropriate technical and organisational measures are as set out in the Applicable Data Protection Laws in force at the time.
“Applicable Law”	means all applicable laws, regulations, regulatory requirements, and mandatory codes of practice, as amended and in force from time to time.
“Agreed Purposes”	the performance by each party of its obligations under this Agreement.
“Assignment”	means any single assignment during which the Services are performed by the Freelancer and/or its Personnel for a Client for the Assignment Period;
“Assignment Details”	means the details of the Assignment agreed upon directly between the Client and Freelancer as recorded on the Platform;

“Assignment Period”	the length of each Assignment during which the Freelancer shall provide its Services to the Client;
“Background IPR”	means all Intellectual Property Rights owned or controlled by the relevant which are in existence as at the date the Freelancer agrees to these Conditions or which were or are created, invented, or conceived independently by a Party (whether before or after the date Freelancer agrees to these Conditions).
“Booked Freelancer”	means a Freelancer who has been Booked by a Client as recorded by the Platform at the time of Booking.
“Booking”	means a booking confirmed between a Freelancer and a Client once a Brief has been agreed upon and accepted via the Platform for an Assignment for the Freelancer’s Service.
“Brief”	means the details of the Services required for a potential Assignment, as required from a Client, on the Platform which constitutes the first stage of Engagement between a Client and a Freelancer;
“Charges”	means the Freelancer Fees and Expenses.
“Client”	any third party who engages with Workfree for the provision of services from a Freelancer through the Platform;
“Client Undertakings”	means any standard undertakings required and provided by the Client required to be signed by a Freelancer (including its Representative and/or Personnel) concerning confidentiality, data protection, intellectual property rights, indemnities and /or insurance before beginning an Assignment; it being at the Client’s discretion whether it requires the Freelancer alone or, if relevant, its Representative and/or Personnel to also sign.
“Conduct Regulations”	means the Conduct of Employment Agencies and Employment Businesses Regulations 2003;
“Confidential Information”	means information of a confidential or sensitive nature relating to Workfree and the Client and shall include, without limitation: details of their suppliers and their terms of business; details of their customers or clients and their requirements, client or customer lists or contact lists and the prices charged and terms of business with their customers or clients; financial information, results and forecasts; details of employees or consultants and their remuneration or fees; business methods financial, marketing development or manpower plans; sales agreements; computer systems and software, know how; research activities, inventions, creative, briefs, computer programmes (whether in source code or object code) secret processes, designs and formulae or after intellectual property undertaken, commissioned or produced by or on behalf of Workfree or Client, trade secrets or other matters connected with the products or services manufactured, marketed, provided or obtained by Workfree or the Client; and any information which the Freelancer or the Representative is told is confidential or any information which has been given to Workfree or the Client in confidence by customers, clients, suppliers or other persons;
“Credit Check”	Means the checks carried out by Workfree to assess the credit limit of a Client and their ability to pay invoices when due and payable.

“Engagement”	means the engagement, employment or use of the Freelancer or the Representative by the Client or by any third party to whom or to which the Freelancer or the Representative was Introduced by Workfree on a permanent or temporary basis, whether under a contract of service or for services; or through any other engagement directly or through a limited company of which the Representative is an officer or employee or through a limited liability partnership of which the Representative is a member or employee; or indirectly through another employment business or company which holds itself out as such and “Engage”, “Engages” and “Engaged” shall be construed accordingly.
“Expenses”	means in relation to an Assignment the expenses approved by a Client.
“Freelancer”	an entity with a Profile on the Platform, acting either as a sole trader or via a personal services company, Freelancer, umbrella company, or other limited company or partnership.
“Freelancer Fees”	means the Time-based or Unit-based fees charged by a Booked Freelancer in relation to an Assignment (including any charges under clause 5) as agreed and/or amended directly between a Client and a Freelancer and as recorded by the Platform in the Assignment Details.
“Good Industry Practice”	means the exercise of that degree of care, diligence and skill which would reasonably and ordinarily be expected from a skilled, professional, and experienced person engaged in the same type of undertaking under the same or similar circumstances
“Intellectual Property Rights”	patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of confidential information (including know-how and trade secrets) 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, and rights to claim priority from, 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;
“ITEPA”	means the Income Tax (Earnings and Pensions) Act 2003;
“Large Client”	Means (i) an end -user of the Freelancer’s Services which is determined to be operating within the public sector; or (ii) any medium/large end-user of the Freelancer’s Services in the private sector which does not fall within the definition of a “small business” in accordance with s382(2) of Companies Act 2006.
“Losses”	means all losses, liabilities, damages, costs, expenses, fines, penalties or interest, whether direct, indirect, special or consequential (including, without limitation, any economic loss or other loss of profits, business or goodwill, management time and reasonable legal fees) and charges, including such items arising out of or resulting from actions, proceedings, claims and demands; and "Loss" shall be construed accordingly;
“NICs Legislation”	means legislation regarding the deduction and payment of national insurance contributions including in particular the Social Security (Categorisation of Earners) Regulations 1978.
“Permitted Recipients”	the parties to this agreement, the employees of each party and any third parties engaged to perform obligations in connection with this agreement.
“Personnel”	means the Representative and such of the Freelancer’s employees, workers, officers, or representatives provided to perform the Services (and save, includes any officer, employee, worker or representative of any third party to whom the provision of the Services is assigned or sub-contracted with the prior approval of the Client);

“Policies”	the Workfree Terms of Site Use, Workfree Anti-corruption and Bribery Policy, the Workfree Invoicing Policy and the Workfree Data Privacy Policy, as may be modified by Workfree from time to time are available at www.workfree.io (the “Site”)
“Platform”	means Workfree’s online platform available at URL https://workfree.io .
“Profile”	the online profile uploaded onto the Platform by a Freelancer, including skills, qualifications, experience, and availability.
“Registration Date”	means the date the Freelancer confirms its registration on the Platform.
“Representative”	the key person responsible for providing the Services on behalf of the Freelancer;
“Screening”	means the checks carried out by Workfree to assess whether a Freelancer is suitable for an Engagement through the Platform. This includes, but is not limited to, the examination of resumes and application forms, verification of qualifications and professional references, conducting background checks in compliance with applicable laws, and ensuring Freelancers meet the necessary legal requirements for Engagement. All Screening processes shall be conducted in accordance with Applicable Data Protection Laws.
“Services”	such services as are detailed in the Assignment Details to be provided by the Freelancer to the relevant Client;
“Shared Personal Data”	the personal data to be shared between the parties under this agreement relating, but not exclusively, to the Freelancer, the Representative, the Client and Workfree
“Status Determination Statement”	means a Status Determination Statement under section 61NA of Part 2, Chapter 10 of ITEPA.
“Status Self-Assessment”	means an assessment of whether a Freelancer is Inside IR35 or self-employed by a Freelancer acting through a PSC in accordance with Part 2 IETPA.
“Time -Based”	means the Freelance Fee will be based on the time spent by the Freelancer delivering an Assignment.
“Unit - Based”	means the Freelance Fee will be based on the Units completed by the Freelancer delivering an Assignment.
“Workfree”	A company registered in England and Wales under company number 13799043 with its registered office at 128 City Road, London EC1V 2NX. To contact us, please email info@workfree.io .
“Workfree Dispute Form”	means the form available on the Platform to report any dispute or disagreement arise between Client and Freelancer about the Freelancer’s services in relation to an Assignment.
“Workfree Fees”	The fees payable to Workfree amounting to 5% of the total Freelancer Fees deducted from the Freelancer Fees in the event that the Freelancer opts for Workfree’s faster payment service. Such amounts will be as set out on the Platform from time to time.