

## **Terms of business**

These are terms and conditions on which we OPENFORCE Limited, a company registered In England and Wales under company number 09860607 whose registered office is at 40A Dancer Road London TW9 4LA, United Kingdom, trading as 'Openfforce' provide this website ([www.openfforce.co.uk](http://www.openfforce.co.uk)) (the '**MarketPlace**') to link suppliers of services (**Freelancers**) to persons and businesses seeking such services (**Buyers**), and where a suitable match is identified, to enable the provision of services to be delivered by Freelancers to Buyers (**Assignments**).

The details of the Assignments will be posted by Buyers on the Marketplace, and will include information in relation to the nature of the work, the type of worker required, the rate payable, timescale for completion of the services and the location at which the services are to be performed

Please read these terms and conditions (these "Terms") as by applying to join this this Marketplace you are entering into a contract to buy or sell Assignments on these Terms.

### **How it works - Joining the Marketplace**

Freelancers may sign up to the Marketplace by completing the online registration process. Each Freelancer must provide their full name, date of birth, email address, provide proof of identification, a unique tax reference number, company registration number if applicable, and details of their skills and industry in which they work.

Buyers may sign up to the Marketplace by completing the online registration process. Each Buyer must provide their full name, date of birth, email address, proof of identification, company name and registration number if applicable, and the industry in which they operate

Freelancers and Buyers will also be required to link their Facebook account to the Marketplace, and in doing so will allow the Marketplace access to the Freelancer's and Buyer's Facebook account.

Both Freelancers and Buyers must register a PayPal account through the Marketplace to allow payments to be made for the services through the Marketplace. All payments on the Marketplace are processed through PayPal.

Both Freelancers and Buyers are responsible for their own tax payments and accounting to HMRC for any tax due to HMRC from activity carried on through the Marketplace. The Marketplace does not report any of the Freelancer or Buyer activity to HMRC, and will not be liable to either Freelancer or Buyer for any failure of the Freelancer or Buyer to properly account for any tax due to HMRC.

### **Data Protection and Privacy**

All information provided by Buyer and Freelancers will be processed in accordance with our Privacy Policy.

### **Posting Assignments**

Assignments are posted by the Buyer on the Marketplace and will appear on the job map page of the website, which is accessible to the Freelancers. The fee payable for the Assignment ("Fee") is calculated automatically by the Marketplace based on fixed labour rates and the industry in which the Buyer operates.

The price list and rates are set out on the website and are changed regularly in accordance with industry standards. The Buyer will specify the industry and type of worker required for the Assignment, and the MarketPlace will match the Assignment to Freelancers who are registered in the same industry and who provide the type of work required.

Freelancers may apply for any Assignment by submitting an application to the Buyer through the MarketPlace

The Buyer will consider applications for the Assignment and award the Assignment to the Freelancer considered most suitable for the Assignment in the opinion of the Buyer. The Buyer and the Freelancer will be able to message each other through the MarketPlace in order to agree the terms on which the services will be provided and the Assignment completed. When the Buyer and the Freelancer have agreed terms, the Buyer will award the Assignment to the Freelancer.

## **Payment**

On awarding the Assignment to a Freelancer, the Buyer pays ten percent of the Fee to the Marketplace through PayPal, The balance of the Fee is paid directly to the Freelancer by the Buyer on satisfactory completion of the Assignment.

The Freelancer must deliver the agreed Assignment and the Buyer must pay for the completed Assignment. Once the Assignment has been completed the Freelancer will raise a request for payment of the Fee, which the Buyer must pay within 24 hours through PayPal

All payments for work completed must go via PayPal so that OPENFORCE can verify that the Freelancer has been paid, unless the Freelancer expressly agrees otherwise in relation to a specific payment.

OPENFORCE provides this facility solely to simplify the payment process. Use of this facility does not alter the nature of the relationship between OPENFORCE and its Buyer and Freelancer users nor does it alter the relationship between Buyers and Freelancers.

## **Completion of Assignments**

Assignments will normally be carried out at the Buyer's premises, and the rights and duties of both parties is as indicated below:

The Freelancer must:

- a) Have all relevant public liability and employee liability insurance in place
- b) Arrive at the premises to perform services and complete the Assignment at a time agreed with the Buyer
- c) Have all equipment necessary to be able to perform the services and complete the Assignment
- d) Comply with all reasonable instructions issued by the Buyer
- e) Comply with all health and safety regulations and all policies that the Buyer may have in place for any person attending its property

The Buyer is responsible for making all necessary arrangements to enable the Freelancer to complete the Assignment including for ensuring the health and safety of the Freelancer. The Freelancer agrees to abide by all reasonable rules and regulations of the Buyer when attending the Buyer's premises.

## **Dispute Resolution**

If a dispute is reported in relation to any Assignment by either Freelancer or Buyer, the MarketPlace will review the nature of the dispute and advise the best way forward and act as a mediator of the dispute in order to resolve the dispute. An appropriate compensation or refund may be suggested and if the party required to remedy the dispute does not comply, the non compliant party will have its membership permanently terminated and will no longer be able to participate in the MarketPlace as either a Buyer or Freelancer.

## **Obligations of Buyers and Freelancers**

You promise that:

- a) you are able to pay for the services if you are a Buyer and perform Assignments if you are a Freelancer;
- b) you are not in breach of any applicable laws, rules or regulations or obligations to any other person;
- c) you have met your legal obligations to declare your income to the tax authorities and are up to date with your self-assessment declarations and other tax obligations. If relevant, you will file all necessary legal documentation relating to your self-employment required by any governmental body, and pay all applicable taxes including without limitation PAYE or other income tax and national insurance.

For security reasons, OPENFORCE reserves the right to request additional information from Buyers and Freelancers, including original documents, and to verify documents with issuing institutions. Therefore, we reserve the right to request proof of your identity or status:

- (aa) a copy of your Passport or Driver's License
- (bb) a copy of a recent utility bill to prove your name and address (less than 3 months old)
- (cc) a PayPal Account statement showing your PayPal registered name, email address and verification status along with any relevant transactions.

## **Leaving Feedback**

When the Assignment is completed and the Freelancer has been paid by the Buyer, both parties are asked to provide feedback and a rating about the other party. This rating influences each person's ranking on OPENFORCE.

### **Limitation of Liability**

It is not possible that any particular result or outcome can be guaranteed as a result of us providing this Marketplace for Assignments to be bought or sold. Buyers are expected to use their own judgment when buying Assignments, and to decide whether the Freelancer has the requisite skills.

Freelancers should rely on their own judgment when deciding whether to provide an Assignment for the Buyer.

Buyers and Sellers enter into a contract directly with one another and agree that the Marketplace is in no way liable if either party is in breach of its obligations towards the other.

Both Buyer and Freelancer fully indemnify the MarketPlace against all any claims, costs, damages, penalties, awards howsoever incurred as a result of either party failing to meet its own obligations to HMRC or any other regulatory authority.