

Freelance

Terms and Conditions

Acceptance of terms and conditions

The following are the terms on which **Freelance** offers you access to our site and services. By using the **Freelance** you agree to be bound by these Terms of Use, whether or not you register. If you wish to become to register and make use of the **Freelance** service (the "Service"), please read these Terms of Use. **If you object to anything in this Agreement or the Freelance Privacy Policy, do not use the Website or the Service.**

Changes to the terms and conditions

These terms and conditions may be changed by us from time to time. Changes will be effective immediately upon posting of the updated terms and conditions on this web site. You are responsible for ensuring you are familiar with the latest terms and conditions. Continuing to use the site represents your agreement to be bound by the terms and conditions as amended.

Our service

- **Freelance** is not an agency - we provide a service where **Freelance** dance teachers and advertisers can place advertisements.
- Applicants may choose to apply to advertisements, at which point **Freelance** will forward the applicant's details to the advertiser or display further application instructions.
- Members can choose to make their personal information and photos public, contact and receive contact from other members of **Freelance**
- **Freelance** is not responsible for the content, and makes no warranty as to the accuracy of the advertisements. You should always use your own judgment in deciding whether or not to apply for any of the roles advertised. We provide our service only for the purposes of providing listings for dance teachers and choreographers with third party advertisers. We shall not be liable under any circumstances for the actions of any advertiser of any placement.

Liability

You agree that, to the maximum extent permitted by law, any and all liability and responsibility of **Freelance** to you or any other person under or in connection with these terms and conditions, or in connection with the services, this web site, another advertisers acts or omissions, or your use of or inability to use, the services or this web site is excluded regardless of whether such liability arises in contract, tort (including negligence), equity, breach of statutory duty or otherwise. **Freelance** liability and responsibility is excluded in respect of any and all loss or damage, whether direct or indirect, including, without limitation, loss of profits, loss of data, loss of business or anticipated savings, general and special damages, and consequential and incidental loss.

Indemnity

You agree to release, indemnify and keep indemnified us from and against all actions, claims, costs (including legal costs and expenses) losses, proceedings, damages, liabilities, or demands suffered or incurred by us to any person arising out of or in connection with your use of **Freelance** services.

Breach

Without limiting any other rights and remedies available to **Freelance**, we may limit your activities on the web site, remove your profile, issue a warning to you, suspend or terminate your membership, or refuse to provide our services to you if you breach these terms and conditions or where **Freelance** considers it appropriate.

Responsibility for minors

Freelance is intended for persons aged 18 or over.

Subscriptions; Charges on Your Billing Account.

- General. **Freelance** bills you through an online account (your "Billing Account") for use of the Service. You agree to pay **Freelance** all charges at the prices then in effect for any use of the Service by you or other persons (including your agents) using your Billing Account, and you authorize **Freelance** to charge your chosen payment provider (your "Payment Method") for the Service. You agree to make payment using that selected Payment Method. **Freelance** reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment.
- Recurring Billing. Most subscription plans to the Service consist of an initial period, for which there is a one time charge, followed by recurring period charges as agreed to by you. By entering into this Agreement, you acknowledge that your subscription has an initial and recurring payment feature and you accept responsibility for all recurring charges prior to cancellation. **Freelance** may submit periodic charges (e.g., monthly) without further authorization from you, until you provide prior notice (confirmed in writing upon request by **Freelance**) that you have terminated this authorization or wish to change your payment method. Such notice will not affect charges submitted before **Freelance** reasonably could act. To terminate your authorization or change your payment method email frances@kentdancechallenge.co.uk
- Current Information Required. You must provide current, complete and accurate information for your billing account. You must promptly update all information to keep your billing account current, complete and accurate (such as a change in billing address, credit card number, or credit card expiration date), and you must promptly notify **Freelance** if your payment method is cancelled (e.g., for loss or theft) or if you become aware of a potential breach of security, such as the unauthorized disclosure. Changes to such information can be made by emailing frances@kentdancechallenge.co.uk. If you fail to provide **Freelance** any of the foregoing information, you agree that **Freelance** may continue charging you for any use of the service under your billing account unless you have terminated your subscription for the service (confirmed by you in writing upon request by **Freelance**).
- Payment Method. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen Payment Method (the "Payment Method Provider"). If **Freelance** does not receive payment from your Payment Method Provider, you agree to pay all amounts due on your Billing Account upon demand.
- Change in Amount Authorized. You agree that **Freelance** may accumulate charges incurred and submit them as one or more aggregate charges during or at the end of each billing cycle.
- Auto-renewal. Your **Freelance** subscription will be automatically extended for successive renewal periods of the same duration as the subscription term originally selected, at the then-current non-promotional subscription rate. To change or resign your subscription at any time, email frances@kentdancechallenge.co.uk. If you resign, you may use your subscription until the end of your then-current subscription term; your subscription will not be renewed after your then-current term expires. However, you won't be eligible for a prorated refund of any portion of the subscription fee paid for the then-current subscription period.
- Reaffirmation of Authorization. Your non-termination or continued use of the Service reaffirms that **Freelance** is authorized to charge your Payment Method. **Freelance** may submit those charges for payment and you will be responsible for such charges. This does not waive **Freelance's** right to seek payment directly from you. Your charges may be payable in advance, in arrears, per usage, or as otherwise described when you initially subscribed to the Service.

Price Changes

We reserve the right to increase fees or introduce new prices or charges at any time.

Refunds

You have the right to cancel your membership with **Freelance** and claim a refund within 7 days of payment, provided you have not used any of the following features of the site: applied, submitted your photo to the Teachers/Chrographers directory, received or made any contact through the site, or made your profile public.

A 20% administration fee is charged for processing each refund. To cancel your membership and

request a refund, contact us at **Freelance**@kentdancechallenge.co.uk

Intellectual Property

Materials contained on this website are protected under UK copyright and under international conventions and similar laws abroad. You are not permitted to use or reproduce or allow anyone to use or reproduce the name and logo of **Freelance** for any reason without our express written permission

Viruses

Although we take reasonable steps to prevent the introduction of viruses or other destructive materials to our website or on-line service, we do not guarantee that the service or materials that may be available from our website do not contain such destructive features. We shall not be liable for any damages or liability attributable to such features. If you use any materials available through this website, you do so solely at your own risk.

Site Access

Access to our site may be interrupted, restricted or delayed from time to time. We will not be liable for damages or costs in these circumstances.

Prohibitions

You are responsible for ensuring that no material you post, or which is posted through a machine on which you access **Freelance**, nor any activity or communication you make in connection with any **Freelance** service, will be capable of

- Infringing the intellectual property or other rights of any person or entity,
- Breaching any applicable law, whether criminal, tortious or otherwise, or
- Appearing to be offensive, threatening, obscene, pornographic, false, unreliable or misleading.

Applicable Law and Jurisdiction

These terms and conditions and any agreements with **Freelance** arising from our website are governed by English law. Any dispute arising in relation to these terms and conditions and any agreement arising from our website will be heard in England and resolved in accordance with English law.

Freelance On-Line Restriction - Further Terms and Conditions

As part of our website you can register on line. When you register to use the service, there are further terms and conditions that are set out below.

Inaccurate Information

All information provided to us must be complete and accurate information. If your information changes you will be responsible for providing us with the updated information. We shall not be held liable for any loss, damage or consequences as a result of inaccurate or incomplete information we receive from you.

Links. The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because **Freelance** has no control over such sites and resources, you acknowledge and agree that **Freelance** is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products or other materials on or available from such sites or resources. You further acknowledge and agree that **Freelance** shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of, or reliance upon, any such Content, goods or services available on or through any such site or resource.

Member contact

You agree that when you make your profile public or include your photo in our directory that **Freelance** will publish your personal information and photos, and allow other advertisers to contact you. You also agree that you will not use the contact system to send junk mail, spam, offensive messages, or for any purposes other than those directly related to auditions or casting calls. **Freelance** will be the sole judge of any breach of the conditions of use. Any breach of these conditions can result

in your membership being terminated and a permanent ban from the site. No refund will be given if you have breached the conditions of use.

Privacy

Freelance collects personal information about you through your use of the services and the web site, information relating to your use of the web site and the content you access. You agree that **Freelance** may use this personal information to assist us to provide the services to you, for internal research purposes, to verify your identity, for promoting and marketing other **Freelance** products and services to you, and for any other use that you authorise. You also agree when you choose to make your profile public or include your photo in the dance directory that **Freelance** will publish your personal information and photos, and allow other members to contact you.

We will not sell or allow third parties to access your personal information without your consent, however you agree that **Freelance** may disclose your personal information, including your name and contact details, to the relevant authorities, parties and/or the applicable intellectual property right holders (or their representatives) Where the law requires us to do so. Please review our privacy policy