

THE FREELANCER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF *CLAUSE 9* (LIMITATION OF LIABILITY).

These terms set out the contractual relationship between you the Freelancer and PR Cavalry in relation to your initial registration and continued registration and use of the PR Cavalry website throughout the lifecycle of your registration with the PR Cavalry website. These terms also set out the respective rights and obligations of you the Freelancer and PR Cavalry.

1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges: the charges payable by the Freelancer to PR Cavalry for the supply of the Services in accordance with clause 5 (Charges and payment).

Commencement Date: has the meaning given in clause 2.5.

Conditions: these terms and conditions as amended from time to time in accordance with clause 12.3.

Contract: the contract between PR Cavalry and the Freelancer for the supply of Services in accordance with these Conditions which governs the Freelancer's Registration.

Freelancer: the person or firm to whom PR Cavalry shall provide the Services and who submits an application for Registration on the Website as such.

Freelancer Default: has the meaning set out in clause 4.6.

Freelancer's Fee: the element of the Gross Project Value which is the professional fee payable to the Freelancer being the Gross Project Value less any VAT, consumables or disbursements included therein (e.g. payments made by the Freelancer on behalf of the End Customer in connection with the Project Services).

Data Protection Legislation: up to but excluding 25 May 2018, the Data Protection Act 1998 and thereafter (i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

GDPR: General Data Protection Regulation ((EU) 2016/679).

Gross Project Value: means the total amount invoiced by or on behalf of the Freelancer to the End Customer in respect of the relevant Project Services (including any applicable VAT included within any such invoice(s)).

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Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, 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.

Model Contract: the template contract provided by PR Cavalry which shall be entered into between the End Customer and the Freelancer in relation to all Project Services which the Freelancer agrees to provide to an End Customer which shall, for the avoidance of doubt, include any variations or additional terms agreed between the Freelancer and the End Customer via the Website.

Projects: each project which an End Customer offers/seeks assistance with via the Website and which the Freelancer accepts and agrees to provide Project Services in relation thereto to the End Customer.

Project Services: means the services to be provided by the Freelancer direct to the End Customer pursuant to any relevant Project.

Project Specification: the description or specification of the Project Services agreed in writing via the Website between the Freelancer and the End Customer.

Registration: means the Freelancers registration with PR Cavalry via the Website.

Services: the provision of the matching services facilitated by PR Cavalry via the Website where the Freelancers can register to see Projects advertised by End Customers and where End Customers can post Projects where they need the support of a Freelancer in respect of Project Services with a view to the Freelancer and the End Customer entering into a direct contract for the provision of Project Services by the Freelancer to the End Customer.

PR Cavalry: PR Cavalry Limited registered in England and Wales with company number 10599040 whose correspondence address is Union Building, Albert Square, Manchester, M2 6LW.

Website: means PR Cavalry's website at www.prcavalry.com

1.2 Interpretation:

- (a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (b) Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to **writing** or **written** includes fax and email.



2. Basis of contract

- 2.1 These terms govern the contractual arrangement between the Freelancer and PR Cavalry and incorporate:
- (a) the Conditions;
 - (b) the Website terms of use and privacy policy
- 2.2 In the event of any conflict between those items listed at clauses 2.1(a) to 2.1(b) above, the Conditions shall prevail.
- 2.3 For the avoidance of doubt the Conditions do not apply to contracts entered into via the Website between the Freelancer and any End Customer which shall be entered into on the terms of the Model Contract plus any agreed additional provisions agreed between the Freelancer and the End Customer via the Website.
- 2.4 The Freelancer completing the Registration process on the Website constitutes an offer by the Freelancer to purchase Services in accordance with these Conditions.
- 2.5 The Registration process shall only be deemed to be completed when PR Cavalry issues written confirmation that the Freelancer's Registration has been accepted at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.6 Any samples, drawings, descriptive matter or advertising issued by PR Cavalry, and any descriptions or illustrations contained in PR Cavalry's catalogues or brochures or on the Website, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.7 Save as expressly set out in these Conditions, these Conditions apply to the Contract to the exclusion of any other terms that the Freelancer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. Supply of Services

- 3.1 PR Cavalry shall supply the Services to the Freelancer in accordance with the Conditions in all material respects.
- 3.2 PR Cavalry shall use all reasonable endeavours to meet any performance dates specified relating to the Services but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 PR Cavalry reserves the right to amend the Services if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and PR Cavalry shall notify the Freelancer in any such event.

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- 3.4 By registering with the Website, the Freelancer consents to PR Cavalry validating both (1) the identity of the Freelancer and (2) information provided by the Freelancer as part of its Registration, against third party databases or other legal documents and such other enquires as deemed appropriate and reasonable by PR Cavalry, subject to compliance by PR Cavalry with the Freelancer's rights as a data subject under the Data Protection Legislation.
- 3.5 PR Cavalry warrants to the Freelancer that;
- (a) the Services will be provided using reasonable care and skill;
 - (b) the Freelancer is aged 18 or over and has legal capacity to enter into the Contract;
 - (c) it is not a person who is subject to any restrictions or sanctions applied by any court of law, competent authority or similar which restrict the ability of the Freelancer to enter into the Contract and perform Project Services to End Customers; and
 - (d) it will not accept any Project Services, or do or conduct any other activity via the Website, which are illegal in any jurisdiction or immoral or which may bring the Website, PR Cavalry or any End Customer into disrepute or otherwise impact on the reputation of the Website, PR Cavalry or any End Customer.

4. Freelancer's obligations

- 4.1 The Freelancer shall:
- (a) ensure that all information submitted by the Freelancer via the Website as part of the Registration process is complete and accurate, including, without limitation, the Freelancer's VAT status, and update PR Cavalry if any of that information changes following the Commencement Date;
 - (b) co-operate with PR Cavalry in all matters relating to the Services and Project Services;
 - (c) provide PR Cavalry with such information and materials as PR Cavalry may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects
 - (d) provide PR Cavalry with such information and materials as PR Cavalry may reasonably require to monitor compliance by the Freelancer with these Conditions, the Contract and where applicable Project Services provided to End Customers and allow PR Cavalry and its employees, agents and/or advisors access to such records at the Freelancer's premises or any other location for the purposes of auditing and monitoring such records to confirm compliance with these Conditions, the Contract and where applicable Project Services provided to End Customers;
 - (e) obtain and maintain all necessary licences, permissions and consents which may be required for the Provision of project Services before the date on which the relevant Project Services are to start;

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- (f) comply with all applicable laws, including health and safety laws when conducting Project Services;
 - (g) comply with the terms of the Model Contract and any agreed variations or additions thereto together with the provisions of, and any additional obligations as set out in, the relevant Project Specification;
 - (h) save with the prior written consent of PR Cavalry, not, within 12 months of their last contact with that End Customer, provide any services to any End Customer to whom it was initially introduced via PR Cavalry/the Website, otherwise than via PR Cavalry/the Website;
 - (i) in the event the Freelancer is asked by any party to provide any additional services to an End Customer to whom it was initially introduced via PR Cavalry/the Website otherwise than via PR Cavalry/the Website, then the Freelancer shall notify PR Cavalry of this fact in writing within 2 Business Days;
 - (j) all correspondence with the End Customer is conducted via the messaging hub section of the Website to provide an evidential log of the dealings between the Freelancer and the End Customer;
 - (k) all contractual terms agreed between the Freelancer and each end Customer are evidenced via the messaging hub section of the Website; and
 - (l) act at all times in good faith to both PR Cavalry and any End Customer.
- 4.2 The Freelancer acknowledges that it has not relied upon any representation, warranty, statement, promise or assurance made by PR Cavalry which is not set out in these Conditions.
- 4.3 The Freelancer further acknowledges that by completing the Registration there is no guarantee on the part of PR Cavalry that any Projects posted or advertised via the Website will be suitable for the Freelancer or will lead to contracts with End Customers and/or work for the Freelancer.
- 4.4 The Freelancer warrants to PR Cavalry and any End Customer who whom the Freelancer provides Project Services that it has the necessary skills, qualifications, capacity, ability and resources to provide the Project Services to the level specified and/or as required by the End Customer and shall indemnify PR Cavalry against any loss, cost, fees, expenses, damages or any other liability which PR Cavalry incurs in relation to or in connection with any claim or allegation by an End Customer that the relevant Project Services were not supplied by the Freelancer in accordance with the Model Contract, any additional contractual terms agreed between the Freelancer and the End Customer and the provisions of this clause 4.
- 4.5 If PR Cavalry's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Freelancer or failure by the Freelancer to perform any relevant obligation **(Freelancer Default)**:

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- (a) without limiting or affecting any other right or remedy available to it, PR Cavalry shall have the right to (1) suspend performance of the Services until the Freelancer remedies the Freelancer Default, and to rely on the Freelancer Default to relieve it from the performance of any of its obligations in each case to the extent the Freelancer Default prevents or delays PR Cavalry's performance of any of its obligations and/or (2) suspend or terminate the Freelancer's Registration with PR Cavalry and/or (3) deny the Freelancer access to the Website and/or (4) terminate the Contract;
 - (b) PR Cavalry shall not be liable for any costs or losses sustained or incurred by the Freelancer arising directly or indirectly from PR Cavalry's failure or delay to perform any of its obligations as set out in this clause 4.3; and
 - (c) the Freelancer shall reimburse PR Cavalry on written demand for any costs or losses sustained or incurred by PR Cavalry arising directly or indirectly from the Freelancer Default.
- 4.6 The Freelancer will be an independent contractor and nothing in this agreement or the Model Contract shall render the Freelancer an employee, worker, agent or partner of either PR Cavalry or the End Customer and the Freelancer shall not hold itself out as such.
- 4.7 The Freelancer shall be fully responsible for and indemnify PR Cavalry and the End Customer against any liability, assessment or claim for:
- (a) taxation whatsoever arising from or made in connection with the performance of the Project Services, where such recovery is not prohibited by law; and
 - (b) any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Freelancer against PR Cavalry or the End Customer arising out of or in connection with the provision of the Project Services to End Customers or the provisions of the Services by PR Cavalry to the Freelancer.

5. Charges and payment

- 5.1 The Charges for the Services shall be calculated on the basis of 10% of the Freelancer's Fee for each Project (or such other amount as may be agreed in writing between the Freelancer and PR Cavalry) plus value added tax chargeable from time to time thereon. In the event that the Freelancer's Fee is reduced by agreement between the End Customer and the Freelancer as a result of the standard of the Project Services supplied by the Freelancer to the End Customer (or such fee as may be determined if the Freelancer and End Customer have any dispute over the amount payable for the Project Services) then the Charges shall be based on the originally agreed Freelancer's Fee and not the reduced amount actually paid (or to be paid) to the Freelancer.
- 5.2 The Freelancer, is responsible for the collection all fees from the End Customer.
- 5.3 When the Freelancer has provided the relevant Project Services in full and in accordance with the relevant Project Specification, the Freelancer shall, via the Website, generate an invoice to the End

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Customer for an amount equal to the Gross Project Value, such invoice shall include the following information:

- (a) the date of the invoice;
- (b) a narrative of the work undertaken/Project description;
- (c) the value of the work undertaken, plus any applicable VAT
- (d) the payment terms applicable to the invoice which shall in all cases be “payable immediately on presentation of the invoice”
- (e) the account number and sort code of The PR Cavalry client account as the receiving bank account for the sums invoiced

5.4 Once the Freelancer has generated the invoice referred to at clause 5.3 above, PR Cavalry shall raise an invoice from PR Cavalry to the Freelancer for the Charges referred to at clause 5.1 above plus any applicable VAT thereon that PR Cavalry has to charge to the Freelancer.

5.5 On receipt of the monies from the End Customer representing payment of the invoice referred to at clause 5.3 above, PR Cavalry may deduct from the monies received from the End Customer a sum equal to the amount of the invoice from PR Cavalry to the Freelancer referred to at clause 5.4 above with the balance of the monies representing the Gross Project Value being sent on to the Freelancer within 2 Business Days of receipt by PR Cavalry of an amount equal to the Gross Project Value from the End Customer.

5.6 In no circumstances shall the Freelancer (1) invoice the End Customer direct for professional fees otherwise than in accordance with clause 5.3 above and (2) accept direct payment from the End Customer of any fee invoice raised by the Freelancer to the End Customer. Costs of goods and services bought by the freelancer on behalf of the client as part of the Project Services are not covered by this agreement and must be invoiced separately to the fees. A breach of this clause 5.7 shall entitle PR Cavalry to immediately terminate the Contract in accordance with clause 10.2 below.

5.7 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

5.8 Any dispute between the Freelancer and the End Customer in relation to the Project Services shall be addressed in accordance with the dispute resolution provisions of the Model Contract.

6. Intellectual Property Rights

6.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Freelancer to the End Customer as part of the Project Services) shall be owned by PR Cavalry.

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6.2 The ownership of any Intellectual Property Rights in relation to the Project materials or any items produced or delivered as part of the Project Services shall be as agreed between the Freelancer and the End Customer.

7. Confidentiality

7.1 Each of the Freelancer and PR Cavalry undertakes with the other that it shall not at any time whilst the Freelancer maintains an active Registration with PR Cavalry, and for a period of five years after the Freelancer's Registration with PR Cavalry terminates (howsoever caused), disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 7.2.

7.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 7.2; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

7.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

8. Data protection and data processing

8.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 8 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

9. Limitation of liability: THE FREELANCER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

9.1 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

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9.2 Subject to clause 9.1, PR Cavalry shall not be liable to the Freelancer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

- (a) loss of profits;
- (b) loss of sales or business;
- (c) loss of agreements or contracts;
- (d) loss of anticipated savings;
- (e) loss of use or corruption of software, data or information;
- (f) loss of or damage to goodwill; or
- (g) any indirect or consequential loss.

9.3 Subject to clause 9.1, PR Cavalry's total liability to the Freelancer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to the total Charges paid under the Contract in the contract year in which the breaches occurred (where a "contract year" means a 12-month period commencing with the Commencement Date of the Contract or any anniversary of it).

9.4 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

9.5 This clause 9 shall survive termination of the Contract.

10. Termination

10.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party one months' written notice.

10.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

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- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;
- (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- (e) these Conditions set out an express right for one party to immediately terminate the Contract in specified circumstances.

10.3 Without affecting any other right or remedy available to it, PR Cavalry may terminate the Contract with immediate effect by giving written notice to the Freelancer if the Freelancer fails to pay any amount due under the Contract on the due date for payment.

10.4 Without affecting any other right or remedy available to it, PR Cavalry may suspend the supply of Services under the Contract or any other contract between the Freelancer and PR Cavalry if the Freelancer fails to pay any amount due under the Contract on the due date for payment, the Freelancer becomes subject to any of the events listed in clause 9.2(b) to clause 9.2(d), or PR Cavalry reasonably believes that the Freelancer is about to become subject to any of them.

11. Consequences of termination

11.1 On termination of the Contract the Freelancer shall immediately pay to PR Cavalry all of PR Cavalry's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, PR Cavalry shall submit an invoice, which shall be payable by the Freelancer immediately on receipt.

11.2 On termination of the Contract, the Freelancer's Registration shall immediately cease.

11.3 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

11.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

11.5 Where an End Customer makes an offer of permanent employment to the Freelancer, the Freelancer agrees to inform the End Customer of their obligations under the agreement they have signed separately with The PR Cavalry.

12. General

12.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

12.2 Assignment and other dealings.

- (a) PR Cavalry may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- (b) The Freelancer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of PR Cavalry.

12.3 **Variation.** PR Cavalry shall be entitled to up-date and vary these Conditions and/or the Model Contract by posting on the Website the revised Conditions and/or Model Contract and sending an e-mail to the Freelancer to that effect. The point at which both (1) the revised Conditions and/or Model Contract have been posted on the Website and (2) the e-mail notice to the Freelancer pursuant to this clause 12.3 has been sent, then the amended Conditions and/or Model Contract shall come into force and from that point on shall govern the Freelancer's Registration.

12.4 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

12.5 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

12.6 Notices.

- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by fax to its main fax number or sent by email to the address specified, in the case of the Freelancer as recipient, the Freelancer's e-mail address linked to its Registration and in the case of PR Cavalry to hello@prcavalry.com
- (b) Any notice shall be deemed to have been received:
 - (i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
 - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; and

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- (iii) if sent by fax or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 2.6(b)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

12.7 **Third party rights.**

- (a) Save in respect of the End Customer, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

12.8 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

12.9 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.