

Terms and Conditions of Freelancing.hk

Scope of services and Liabilities

- Freelancing.hk explicitly dissociates itself from any outside content integrated into the information provided or referenced by hyperlink. Freelancing.hk is authorized to block or to change the form and/or content of the received information. Freelancing.hk assumes no liability nor warrants the accuracy, scope, timeliness and potential copyright infringement by third parties in the information provided.
- Personal data is to be treated in accordance to applicable data protection and privacy laws of Hong Kong.
- Freelancing.hk is not liable for errors nor omissions of users (freelancers or clients) and will not assume responsibilities to carry any user liabilities nor litigations therefrom.
- Freelancing.hk reserves the right to terminate activities of users without giving reasons nor notice, or to refuse usage, at discretion of Freelancing.hk.
- Except in the case of gross negligent or deliberate actions by Freelancing.hk, the user has no further warranty claims. Liabilities are limited to the Freelancing.hk turnover value generated by such user.

Regulations for client

- For clients, the use of Freelancing.hk is free of charge (free search of freelancers, free introduction with freelancers).
- Freelancing.hk will not present freelancers to an client if it can be assumed that the freelancers would not be interested in such a project (e.g. introductions to professional project brokers / headhunters, requests that do not correspond to the freelancer profile, ...).
- We like to introduce our freelancers only to relevant project requests; therefore we will only introduce a maximum of one freelancer to each project.
- Clients can only request an introduction if they have a genuine project. Clients must inform Freelancing.hk within three days if the project no longer exists. Requests of professional project brokers (headhunters) without direct (own) project requirements are prohibited. In the event of such failure by the client, the client must donate HKD 1,200.00 to the "Community Chest of Hong Kong".

Regulations for freelancers

- Freelancers can change or cancel their Freelancing.hk-Profile at any time for free.
- Freelancing.hk charges the freelancers a fee for each introduction to a potential client of twice the freelancer's hourly rate. The fee must be paid independently of the result of the introduction. (According to our experience an average of 2.7 introductions are needed to generate an assignment). In case of an assignment there will be no additional fees / commissions to be charged.
- In case of a project introduction the other side must be contacted by phone as soon as possible. In the interest of the client, the contact must be made even if the project obviously does not fit to the freelancer's skills or if the freelancer is currently unavailable. Freelancing.hk has to be informed within three days if the other side could not be reached.
- Registered freelancers who are temporarily unavailable should inform Freelancing.hk in advance so that their registration can be suspended temporarily.
- Invoices will be sent to freelancers via email. If an additional delivery by mail or fax is desired an administration fee of HKD 40.00 will be charged.
- Freelancing.hk's invoices do not contain VAT and are payable within 14 days of receipt. In case of delay Freelancing.hk is entitled to charge a reminder fee of HKD 160.00.
- Financial transaction costs for failed transfer or credit card transactions will be borne by the freelancer.
- In the event of unprofessional conduct of the client, such as there being no real project, the freelancer must inform Freelancing.hk within 14 days. The corresponding invoice will be canceled and the potential client may be excluded from further use of Freelancing.hk. A freelancer might accept assignment from an client whose introduction has previously been canceled. In this case the freelancer must inform Freelancing.hk within 14 days and will be charged a fee of 10% of money paid by this client for the twelve months after the initial introduction. If turnovers are not reported, the freelancer has to donate 50% of the money paid by the client, to the freelancer, to the "Community Chest of Hong Kong".

General Rules for using the service

- The user is obliged to provide factual and correct information and to arrange for necessary updates as soon as possible.
- The user will be deemed to have received emails at the time the email was sent by Freelancing.hk. This particularly relates to the proper setting of spam filters, filter rules and the regular retrieval of emails. In case of changed contact information (email address, phone, address, ...), the user must inform Freelancing.hk immediately.
- In case of a project introduction the other side must be contacted by phone as soon as possible. In the interest both parties, this contact must be made even if the client does not seem to fit or is currently unavailable. Freelancing.hk must be informed if it is not possible to contact the other side within three days.
- Illegal or potential copyright infringing information shall not be incorporated into our service. The user shall bear costs/damages resulting from such activities.
- The user is obliged not to deal with any related information, nor to process it commercially nor pass it on to third parties. Non-compliance results in a claim whose amount is equivalent to the revenue resulting from the infringement.

Legal Relationship between client and freelancer

Until the conclusion of a contract between individual client and freelancer, the following applies:

- The initial contact between client and freelancer is to clarify the scope of the assignment and shall be free of charge to the client. The initial contact should not exceed the duration of one hour.
- The client must pay the freelancer according to the published hourly rate. The freelancer must inform the client in advance of the time scale and the resulting costs.
- The freelancer is bound to charge only the published hourly rate towards the client.
- The freelancer shall be reimbursed all expenses in addition to the hourly rate payment. These expenses may include, but are not limited to travel expenses, meal allowances and accommodation costs. Other costs that arise during the project will also be reimbursed according to the actual costs (e.g. telecommunications, tickets). The basic equipment of the freelancer (with standard computer software, mobile phone) is included in the hourly rate of the freelancer. The freelancer must request authorisation from the client before incurring unanticipated costs.

Final Provision

- Place of jurisdiction is Hong Kong.
- If any provision of this agreement is found to be invalid or unenforceable this shall not affect the validity of the remaining provisions. The invalid or unenforceable provision/s shall be replaced by a provision that approximates the economic value of the invalid or unenforceable provision.

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