

## TERMS OF AGREEMENT

THIS AGREEMENT is made BETWEEN:

- (1) PRESTIGE NETWORK LIMITED, a company registered in England and Wales with number 2440502 whose registered address is at 8 Thatcham Business Village, Thatcham, Berkshire RG19 4LW (the Provider); and
- (2) [Customer]

### Background

The Provider agrees to supply the Services (as defined below) to the Customer subject to the terms set out in this Agreement and in the attached Schedules.

### 1. Definitions

- 1.1 "Interpreting Services" means the interpreting services described in Schedule 1 to this Agreement.
- 1.2 "Interpreting Charges" means the charges set out in Schedule 1 to this Agreement.
- 1.3 "Translation Services" means the translation services described in Schedule 2 to this Agreement.
- 1.4 "Translation Charges" means the charges set out in Schedule 2 to this Agreement.
- 1.5 "Delivery Date" means the date in which the Services are to be delivered to the Customer as agreed in advance between the Customer and the Provider.

### 2. The Services

- 2.1 The Provider will carry out the Services; and all Services provided will be subject to the terms of this Agreement.
- 2.2 Any time estimates given by the Provider in respect of the Services are estimates only and whilst the Provider will use its reasonable endeavours to complete the Services by the Delivery Date, no guarantee can be given by the Provider.
- 2.3 The Provider will be under no obligation to correct any errors of whatever nature in any material supplied to the Provider by the Customer for the purpose of the Services; and will not be liable for any consequential loss or damage suffered by the Customer.

### 3. Delivery

- 3.1 The Provider will have no liability in the event that the delivery of the Services is delayed by circumstances beyond its control.
- 3.2 Whilst the Provider will take reasonable care in the selection of any courier company, the Provider will not be liable for any loss of any document in respect of the Services

- 3.3 Delivery will be deemed to have been made to the Customer on posting, delivery to the courier company or sending the works completed in connection with the Services by e-mail or other electronic means.
- 3.4 Once the Services have been deemed to be delivered, the Provider will return all materials to the Customer which were provided by the Customer to the Provider for the purpose of the Services.

### 4. Charges and Payment

- 4.1 Any quotation given by the Provider is an estimate only which may be subject to revision following review of the material sent to the Provider in connection with the Services.
- 4.2 The Customer agrees to pay the Translation Services within 14 days of receiving the translation.
- 4.3 The Interpreting Charges for the duration of the assignment are payable as soon as the booking for the Interpreting Services has been received by the Provider.
- 4.4 In respect of Interpreting Services, when interpreting services are performed at an hourly rate any part hour will be charged as a full hour unless otherwise agreed in writing between the Provider and the Customer.
- 4.5 All Charges are exclusive of VAT which will be paid in addition to such Charges.
- 4.6 If the Customer fails to pay the Charges or any of them on the due date of payment, the Customer will pay interest on them at the rate of 4% per year plus the base rate from time to time of Lloyds TSB Bank plc calculated on a day to day basis.
- 4.7 In relation to the Translation Services, the copyright in all translated material belongs to the Provider until the price for it has been paid by the Customer in full.
- 4.8 The Provider reserves a right of lien on all property of the Customer in the Provider's possession until full settlement of all monies outstanding is paid by the Customer to the Provider.
- 4.9 The Customer shall be liable in full for either the Interpreting Charges or the Translation Charges (as applicable) in the event that the Customer cancels a booking for Interpreting Services or cancels a request for Translation Services, unless otherwise agreed by the Provider in advance.

**5. Confidentiality**

5.1 All information acquired by either party relating to the other's business will be treated by the parties as confidential (after as well as during this Agreement) and neither party will make any use or disclosure of it and will obtain from its employees, agents and contractors undertakings to observe the same obligation of confidentiality.

5.2 The Customer will indemnify and keep indemnified the Provider in respect of any loss suffered by the Provider as a result of the disclosure of its employees' agents or contractors in respect of any confidential information of the Provider, which is not already in the public domain.

**6. Non-Poaching**

The Customer undertakes to the Provider that it will not either during the term of this Agreement or within a period of one year thereafter directly or indirectly entice away or endeavour to entice away from the Provider any person who has during the previous twelve months been employed by or contracted to the Provider to perform this Agreement, whether or not the person would commit a breach of his or her Agreement with the Provider by being enticed by the Customer or working directly with the Customer.

**7. Translation Services**

7.1 If the documents with Translation Services are not in the format specified in Schedule 2 or are on paper the translation prices will be increased by a surcharge on the quoted Translation Charges, such surcharge to be notified to the Customer if applicable.

7.2 If the translation is required urgently, it will not be possible to revise the text and check the translation and the Customer will have no grounds for complaint of the quality of the translation.

7.3 The parties acknowledge that translation is not an exact science and no two translators will translate any text in the same way as each other.

7.4 The Provider will not be held liable for any consequential loss or damage whatsoever if the Customer does not hold the copyright of the text to be translated and the Customer will indemnify the Provider for all costs, claims, actions and demands arising from any breach of copyright by the Customer or by the Provider in carrying out the translation on the Customer's instructions.

7.5 The Customer will indemnify the Provider for any costs, claims, actions and demands arising from any libel resulting from carrying out the translation on the client's instructions.

7.6 The Provider will not be liable for errors in conversion of one system of measurement to another, for the translation of names and other proper nouns from one script to another or for translation of abbreviations.

7.7 Unless otherwise agreed in writing, all translations supplied by the Provider are for information purposes only and no warranty is given as their suitability for any particular purpose.

**8. General**

8.1 No person other than the Provider and the Customer will acquire any enforceable rights under or in connection with this Agreement. No waiver by the Provider of any breach of term of this Agreement will constitute a waiver of any other breach or other such provision.

8.2 This Agreement will be governed by English law and the parties concerned submit to the exclusive jurisdiction of the English courts in all matters regarding it.

8.3 Both parties will elect an authorised representative who will be the main point of contact for their respective party with regard to the provision of the Services.

Signed .....

For and on behalf of Prestige Network Ltd

Signed .....

For and on behalf of [Customer]

## CANCELLATION POLICY

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### Face to face (foreign languages) interpreting:

Once the booking for face to face interpreting project has been received, any cancellations relating to such bookings must be communicated in writing. The following cancellation charges will apply.

Request for cancellation communicated within:	Charge:
0 hours – 5 working days	100% of total value of the order
Over 5 working days	50% of total value of the order

### Translations:

Once the booking for the translation project has been received and confirmed, a cancellation charge of the total value of the order will apply.

However, in the case of large volume orders, a charge based on the amount of the text translated at the point of cancellation may apply.

### Telephone interpreting:

In case of pre-booked telephone, an administration fee may apply. Once the connection has been made, the customer will be liable in full for the interpreting charges.

### British Sign Language interpreting:

Once the booking is placed, any cancellations must be communicated in writing. The following charges will apply.

Request for cancellation communicated within:	Charge:
1- 10 working days	100% of total value of the order
Over 10 days	50% of total value of the order

### Postponed bookings

Once the name of the interpreter has been confirmed, any change to the date and/or time of the booking will be treated as a new booking. Fee as per cancellation policy will be charged with regards to the cancelled assignment.

### Terms and conditions, Clause 4.9:

*The Customer shall be liable in full for either the Interpreting Charges or the Translation Charges (as applicable) in the event that the Customer cancels a booking for Interpreting Services or cancels a request for Translation Services, unless otherwise agreed by the Provider in advance.*