

## General Terms and Conditions

These Language Services Terms and Conditions constitute a legally binding agreement between you (whether an individual, corporation or entity) and Prestige Network Limited.

For the avoidance of doubt, 'Prestige Network Ltd' includes any operating division or subsidiary and will be referred to hereafter simply as Prestige Network Ltd.

Customers should save and/or print a copy of these terms and conditions for future reference when procuring services from Prestige Network Limited.

### 1 Definitions

1.1 In these Terms and Conditions:

Business Day	any day which is a working day other than Saturday, Sunday or a Public Holiday
Contract	a legally binding agreement between Prestige Network and the Customer for the provision of the Services
Customer/Client/You/Your	the person(s), company, organisation or firm who request and purchase Services from Prestige Network
Data Controller	people who or organisation which determine the purposes for which, and the manner in which any personal data is processed. They have a responsibility to establish practices and policies in line with the UK-GDPR (General Data Protection)
Data Processor	any person who processes personal data on behalf of a Data Controller. Data Processors have a duty to protect the information they handle
General Data Protection (GDPR)	all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications
Intellectual Property	copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, 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
Order	written acceptance from the Customer of a quotation provided by Prestige Network Limited (signed quotation; email confirmation and/or Purchase Order), or the signed contract between Prestige Network and the Customer for the supply of services in accordance with these terms and conditions
Order Confirmation	communication from Prestige Network to the Customer containing confirmation of the Services to be performed by Us
Price	the price payable by the Customer for the provision of the Services
Privacy Policy	the policy stating how we collect and store Customer data pursuant to your use of the Services
Services	all Services provided by Prestige Network Limited to the Customer
Source Material/ Original Works	any documents, materials, element of text, images, graphics, audio, video, photographs, designs, data or other information or device or record embodying information given to Prestige Network Limited by the Customer for the purposes of carrying out the requested Services
Translated Material/Works or any other deliverable or service	the document, file or works or any other deliverable produced by Prestige Network Limited in accordance with your instructions, using the Source Material provided by the Customer or upon the instruction of the Customer
We/Us/Our	means Prestige Network Limited, registered in England and Wales. Number: 2440502. Registered office and trading address: York House, 68/70 London Road, Newbury, Berkshire RG14 1LA, United Kingdom

- 1.2 Where reference is given to "writing" or "written", this also includes letter and email communication.
- 1.3 Where wording in these Terms and Conditions is in singular form, the meaning shall also include the plural and vice versa.
- 1.4 The headings contained in these Terms and Conditions are for convenience only and do not affect their interpretation.

## **2 General Terms of Order**

- 2.1 All work carried out for the provision of Services between Prestige Network and Our Customers is subject to these Terms and Conditions to the exclusion of all other terms, which the Customer may seek to impose/apply under a contract, framework or specification.
- 2.2 These Terms and Conditions apply to all Services provided by Prestige Network unless otherwise agreed in writing by both Us and the Customer.
- 2.3 These Terms and Conditions shall prevail in the event of any conflict between these Terms and Conditions and a Purchase Order or Statement of Work, unless alternative conditions are expressly stated and agreed by both Prestige Network and the Customer in a specific Purchase Order or a Statement of Work, in which case, the alternative conditions shall only apply to that specific Statement of Work or Purchase Order.
- 2.4 Quotations are provided on the basis of the information You provide, including the Source Material, and any instructions. We have the right to amend a quotation if in our opinion, the Source Material differs from the description provided or the scope of the requirement changes.
- 2.5 Quotations are valid for a period of 30 days from the date of quotation.
- 2.6 Each Order or acceptance of our quotation by You should be made in writing, via email, generated by our systems or by provision of a Purchase Order and shall constitute an offer by you to purchase the Services in accordance with these Terms and Conditions to the exclusion of any other terms.
- 2.7 Quotations are not binding on either party until We have provided You with written confirmation of order.
- 2.8 These Terms and Conditions shall be governed by and construed in accordance with English law.

### **3 Prices and Payment**

- 3.1 Unless otherwise stated, prices are in sterling and are exclusive of value added tax and any other tax or duty. We shall invoice you for all appropriate taxes and expenses for which we are liable to collect. You shall be liable to pay any penalties or interest on such taxes which are payable by us as a result of your delay in paying such taxes.
- 3.2 Discounts included on quoted prices are only applicable if invoices are paid with the Agreed Term.
- 3.3 Price includes transmission to the address specified in our quotation or Order Confirmation. Transmission to additional addresses will incur an additional cost.
- 3.4 Quotations provided in a currency other than sterling are based on the rate of exchange at the time of quoting and, unless otherwise stated, the price may be subject to revision if any different rate of exchange is ruling at the date of invoice.
- 3.5 For any new Customer, full payment must be made on confirmation of order, in advance of Prestige Network commencing with the first order. Any subsequent orders will be subject to a credit check and pre-payment of subsequent orders may also be required.
- 3.6 Orders are generally invoiced in full on completion, however Prestige Network reserves the right, at its discretion, to request pre-and stage payments of invoices, particularly for larger projects.
- 3.7 Prestige Network shall be entitled to charge an additional fee in respect of any Non-Standard Instructions, such fees to be notified to the client as soon as reasonably practicable.
- 3.8 Prestige Network reserves the right to increase Prices at any time. All Orders raised prior to the price change shall be charged for at the price that was in force at the time the Order was raised.
- 3.9 Prestige Network shall be entitled to charge the Customer for any expenses reasonably incurred in connection with the Services provided and for the performance of the Service, including but not limited to travel time, travel expenses, subsistence, accommodation costs, materials and any other cost associated with providing the Service.
- 3.10 Prestige Network shall be entitled to charge a cancellation fee for any Order that is cancelled.
  - 3.10.1 For Interpreting Orders cancelled, see cancellation fees as set out in Clause 8;
  - 3.10.2 For Translation Orders cancelled, see cancellation fees as set out in Clause 8.
- 3.11 Payment shall be made within 30 days from the date of invoice. All payments shall be made without deduction or set-off of bank charges, by direct debit through our GoCardless payment system. Where payment by direct debit is not possible, payment shall be made by bank transfer in full and in cleared funds to a bank account nominated by Prestige Network, or by cheque.
- 3.12 If the Customer fails to make full payment of the invoice due to Prestige Network by the due date, then the Customer shall pay:
  - 3.12.1 an administrative charge of £50.00 plus VAT to Prestige Network for each outstanding invoice, in recognition of the additional administration required to collect the outstanding sum due. The late payment administrative fee will be applied monthly to each outstanding invoice, until payment is received; and
  - 3.12.2 pay interest on the overdue invoice from the due date until payment of the overdue sum is received by Prestige Network. Interest will accrue daily on the amount outstanding at the rate of 8 per cent above the published base rate of the Bank of England.
- 3.13 Failure by the Customer to pay an outstanding invoice (and any accrued interest and/or additional late payment charges) to Prestige Network in accordance with the foregoing terms, or other terms specified in the Contract, shall entitle us to suspend further work both on the same order, and on any other order from you, without prejudice to any other right we may have. In such instances, any deadline or estimated timeline for delivery of any work stipulated in the original orders cease to apply.

- 3.14 All amounts due under the Order 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).

#### **4 Services and Liability**

- 4.1 Prestige Network has the right to refuse Services if We consider, at Our discretion, that the Source Material contains anything defamatory, obscene, illicit or libellous and We reserve the right to cancel services for these reasons.
- 4.2 Prestige Network warrants to the Client that it shall use all reasonable skill and care in selecting translators, transcribers, interpreters and other personnel or services used to produce the Translated/Transcribed Works and perform the Services.
- 4.3 Prestige Network shall be entitled to engage the services of third parties, including but not limited to freelance interpreters and translators, as it sees fit in the fulfilment of any Order.
- 4.4 No terms, conditions or warranties, whether express or implied, about the quality or fitness for purpose of the Services, Translated Works or the Transcribed Works shall be incorporated unless expressly set out in the Contract.
- 4.5 We shall incur no liability to you for innocent or negligent misrepresentation by virtue of any statement made by or on behalf of us prior to the Contract, whether orally or in writing, and you shall not be entitled to rescind the Contract on the grounds of any such misrepresentation.
- 4.6 We do not warrant that the Translated Works, Transcribed or other Works will meet your specific requirements and, unless otherwise agreed, we do not warrant that the operation of any Translated Works, Transcribed or other Works sent to you will be uninterrupted or error free. Furthermore, we do not warrant that or make any representation regarding the use of the Translated Works, Transcribed Works or other works in terms of their accuracy, correctness, reliability or otherwise.
- 4.7 You acknowledge that any Original Works and Translated Works or Transcribed Works submitted by and to you over the Internet cannot be guaranteed to be free from the risk of interception, even if transmitted in encrypted form, and that we have no liability for the loss, corruption or interception of any Original Works, Translated or Transcribed Works.
- 4.8 You acknowledge that Additional Proofreading is an optional Service whereby, Translated or Transcribed Material will be reviewed by an additional Translator/ Transcriber, and that this does not guarantee that final Translated or Transcribed Material will be error-free.
- 4.9 Prestige Network shall not be liable for any claim in relation to an Order for a matter to be translated, if the Client has not requested the proofreading service from Prestige Network.
- 4.10 Although an urgency surcharge may be levied for urgent Services requested by the Client, because such urgency may preclude the necessary time to check and edit the translation or transcription, and result in the use of multiple translators/transcribers for larger volumes which may result with inconsistencies and inaccuracies, Prestige Network shall not be liable for any direct or indirect loss flowing from the accuracy and/or consistency of the Translated/Transcribed Works or other such consequential urgency issues.
- 4.11 If you suspend, place on hold or request that We postpone work or Services agreed in the Order Confirmation, the quoted price, confirmed order value and delivery schedule will be subject to change, at Our sole discretion.
- 4.12 You acknowledge that Services provided by Us may be subject to stylistic and preferential terminology and We accept no liability for (or for the correction of) any errors, typing mistakes or formatting errors in the Source & Target Material.

4.13 **You must notify Us in writing within seven (7) Business days of the last day of the Interpreting Assignment of any complaints.** In the absence of such notification, Customer shall be deemed to have accepted the deliverable of the Services. In all cases, Our total liability to You shall not exceed the amount paid or is payable for the Services. Submission of a complaint shall not entitle the Customer to withhold payment of invoices.

4.14 **You must notify Prestige Network in writing within 10 Business days of receipt of the Translated Works, Transcribed Works or other Ancillary Service including but not limited to Easy Read, Large Print and Audio Recordings of any queries or alleged inaccuracies in the Works or other deliverable,** at which point our liability will be no more than to rectify any such alleged inaccuracies, that we feel to be justified, to our satisfaction. Submission of a complaint shall not entitle the Customer to withhold payment of invoices.

**Any changes requested after 10 days of delivery of the completed Works will be implemented at the sole discretion of Prestige Network and will incur an additional charge.**

In all cases, Our total liability to You shall not exceed the amount paid or is payable for the Services.

4.15 Where any complaint by the client is found by Prestige Network to be ill-founded or unreasonable, Prestige Network shall be entitled to charge the Customer for time spent investigating the complaint, charged at its standard hourly rate.

## **5 Customer Obligations**

- 5.1 You shall comply with all applicable laws and regulations in relation to our services provided under these Terms and Conditions.
- 5.2 You shall ensure any instructions or information provided in the Order Specification to enable us to accurately quote and perform the Services are complete and accurate, including but not limited to, correct language and dialect (if applicable), length of booking, venue, number of interpreters required (for interpreting), deliverables and timescales.
- 5.3 You shall provide Prestige Network with all information and materials to enable Prestige Network to supply the Services and ensure such material is complete and accurate.
- 5.4 You shall ensure any Source Material is delivered to Prestige Network on or before the agreed time to enable Prestige Network to deliver the Services in the agreed timescales. In the event of any delays of the provision of the Source Material, Prestige Network may adjust any timetable or delivery schedule accordingly.
- 5.5 You shall ensure the Source Material is of good quality, uncorrupted, of good audibility and legibility (in the case of written material) to enable Prestige Network to fulfil the Order.
  - 5.5.1 In the case of face-to-face interpreting, you shall ensure that client personnel or third parties are in attendance for all assignments.
- 5.6 Where Prestige Network is to provide the Services on your premises, you shall:
  - 5.6.1 Provide access to personnel, premises, equipment and other facilities as required to perform the Services.
  - 5.6.2 Assign a member of staff to take responsibility for our team.
  - 5.6.3 Ensure all health and safety and security measures are in place.
- 5.7 You shall reimburse Prestige Network on written demand for any costs or losses sustained or incurred directly or indirectly from the Customer default, including hazardous conditions at your premises.
- 5.8 Use its best endeavours to provide notice of the cancellation of any Order in accordance with the terms of the order.

## **6 Deliverables**

- 6.1 The dates for delivery of the Translated Works, Transcribed Works or any other services, or the dates for carrying out the Services, are approximate only and, unless otherwise expressly agreed by us, time is not of the essence for delivery or performance, and no delay shall entitle you to reject any delivery or performance or to repudiate the Contract.
- 6.2 We will not be liable in any circumstances for the consequences of any delay in delivery or performance or failure to deliver or perform if the duration of the delay is not substantial or if the delay or failure is due to late delivery or performance or non-delivery or non-performance by suppliers or subcontractors, shortage of labour, an act of God, fire, inclement or exceptional weather conditions, industrial action, hostilities, governmental order or intervention (whether or not having the force of law) or any other cause whatever beyond our control or of an unexpected or exceptional nature.
- 6.3 Posting or delivery to a carrier (including post, e-mail or secure file transfer) for the purpose of transmission to you shall, for the purposes of the Contract, constitute delivery to you. Risk in the Translated Works, Transcribed Works and other Services shall pass to you on delivery.
- 6.4 We may deliver by instalments in such quantities as we may reasonably decide; such instalments shall be separate obligations and no breach in respect of one or more of them shall entitle You to cancel any subsequent instalments or repudiate this contract.

## 7 Interpreting Services

- 7.1 ALL bookings must be submitted via the Prestige Network Booking Portal or via the Online Booking Form ONLY. When completing the Booking form, please try to be as detailed as possible as to the assignment content. We will strive to match the assignment to an interpreter with the appropriate qualifications, competence and experience relevant to the job.
- 7.2 To allow for suitable preparation, any reference or Source Materials relating to the Interpreting Assignment must be provided to Us in advance of the booking, at least 2 days prior to the date Services are due to commence. We will accept no liability for any complaints, losses, damages or penalties as a result of not receiving Material within these timescales.
- 7.3 When required to perform Services at Your or Third-Party Premises, You shall:
  - 7.3.1 provide access to the premises, required systems and other facilities which may be reasonably required by Us.
  - 7.3.2 allow us adequate time for the installation and removal of any equipment and insuring such equipment in full.
- 7.4 At the end of each assignment the Client MUST sign Prestige Network's timesheet (paper or digital) verifying the hours attended by the Interpreter during that Assignment.
- 7.5 We shall be entitled to charge you for any additional costs and expenses which we may incur as a result of any hazardous conditions or material encountered at your premises.
- 7.6 Signature of the timesheet by the Client indicates satisfaction with the services provided by the Interpreter and confirmation of the number of hours attended. Failure to sign the timesheet may incur a £25.00 Administrative Fee. Failure to sign the timesheet does not absolve the Client's obligation to pay the charges in respect of the hours attended.
- 7.7 If an Interpreter sub-contractor is unable to perform the Services because of illness or other reason, We will take all reasonable measures to provide a suitable replacement in a timely manner.
- 7.8 Whilst every effort is made by Us to give satisfaction to the Client by ensuring high standards of skills, integrity and reliability from Interpreters and further to provide them in accordance with the Client's booking details, We are not liable for any expense, delay or damage arising from any failure to provide any Interpreter for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Interpreter.
- 7.9 **An administrative charge of £15.00 will be applied for ANY changes made to the booking including, but not restricted to, the cancellation of an assignment, changes to date and/ or time of the booking.**
- 7.10 Interpreters are engaged by Prestige Network Ltd under contract for services. They are not employees of Prestige Network Ltd.
- 7.11 Should a booking be delayed for any reason out of the control of either the Interpreter or Us, then the Client shall still be liable for charges in respect of the originally agreed commencement of the booking.

## 8 Cancellation Fees

- 8.1 For **Translation, Transcription, Ancillary Services or other works cancelled**, if You cancel or reduce in quantity the work or Services agreed in the Order Confirmation once We have started to provide the Services, the full amount shall remain payable by You. In the case of large volume orders, a charge based on the amount of the text translated at the point of cancellation may apply and Prestige Network shall be entitled to charge for any expenses incurred in connection to the set-up of an order along with any management fees due (at the time of the cancellation).
- 8.2 If you cancel a **Face-to-Face (spoken) Interpreting Assignment** after it has been confirmed, You shall, at Our sole discretion, be liable to pay:
  - 8.2.1 100% of the interpreting cost plus pre-booked travel and accommodation costs if cancellation is less than seven (7) days before the start of the Interpreting Assignment;



- 8.2.2 50% of the interpreting cost plus pre-booked travel and accommodation costs if cancellation is eight (8) to fourteen (14) days before the start of the Interpreting Assignment;
- 8.2.3 If cancellation is more than fourteen (14) days before the start of the Interpreting Assignment, only an admin fee and pre-booked travel and accommodation costs will be payable.
- 8.3 If you cancel a **Sign Language Interpreting Assignment** after it has been confirmed, You shall, at Our sole discretion, be liable to pay:
  - 8.3.1 100% of the interpreting cost plus pre-booked travel and accommodation costs if cancellation is less than ten (10) days before the start of the interpreting assignment;
  - 8.3.2 50% of the interpreting cost plus pre-booked travel and accommodation costs if cancellation is eleven (11) to fourteen (14) days before the start of the interpreting assignment;
  - 8.3.3 If cancellation is more than fourteen (14) days before the start of the Interpreting Assignment, only an admin fee and pre-booked travel and accommodation costs will be payable
- 8.4 If you cancel a **pre-booked Telephone Interpreting Assignment**, You shall be liable to pay:
  - 8.4.1 100% of the interpreting cost if cancellation is two (2) working days or less before the start of the interpreting assignment:
  - 8.4.2 If cancellation is more than two (2) working days before the start of the interpreting assignment, Prestige Network at its discretion, may apply an administration fee.
- 8.5 If you cancel a **pre-booked Video Interpreting Assignment**, You shall be liable to pay:
  - 8.5.1 100% of the interpreting cost if cancellation is two (2) working days or less before the start of the interpreting assignment:
  - 8.5.2 If cancellation is more than two (2) working days before the start of the interpreting assignment, Prestige Network at its discretion, may apply an administration fee.

## **9 Intellectual Property**

- 9.1 The Intellectual Property Rights in all Source Materials provided by the Customer to Prestige Network for the purpose of providing the Services to the Customer shall (subject to any rights of any third party) be owned by the Customer.
- 9.2 All Intellectual Property Rights arising out of, or relating to, the Services (except for any Source Materials provided by the Customer) shall be owned by Prestige Network.
- 9.3 For the avoidance of doubt, you hereby grant to us (and our sub-contractors) a license to store and use the Original Works and the Translated Works and Transcribed Works for the duration of the Contract and for the purposes of providing the Services to you.
- 9.4 Without prior written agreement to the contrary, copyright in the Translated Works, Transcribed Works and all other services and deliverables shall vest in Prestige Network and the Customer, upon full payment of the invoice and all outstanding charges to Us for the Services, including but not limited to, unpaid invoices, late payment fees and administrative charges, is granted a licence to exploit such translation for its stated purpose only. Unless otherwise agreed in writing, any published text of the translation shall carry the following statement: Translated from (language) by Prestige Network Ltd, (year)
- 9.5 With respect to Intellectual Property Rights in the Translated Works, Transcribed Works and in all other services and deliverables that Prestige Network intends to use for the sole purpose of advertising or for promotional purposes, Prestige Network may, at its sole discretion, assign to the Customer such Intellectual Property Rights, upon delivery and full payment of the invoice and any outstanding fees payable, including but not limited to, unpaid invoices and late payment fees.
- 9.6 The Customer agrees to indemnify Prestige Network against all liabilities, damages, losses, loss of profit, loss of reputation, penalties, injury, costs, legal costs, all interest and expenses of whatever nature suffered or incurred by Prestige Network arising out of or in connection with any action, demand or claim as a result of any Source Material provided by the Customer that infringe the Property Rights of any third party.

## **10 Confidentiality**

- 10.1 Prestige Network agrees to treat information relating to Our Customers, Source Material, Translated and Transcribed Material in the strictest confidence and will not disclose such information to any third parties:
  - 10.1.1 save as is necessary for us to provide the Services;
  - 10.1.2 unless required to do so by law;
- 10.2 You agree not to disclose any confidential information to any third party and will only make use of such information so that We are able to provide Services to You.
- 10.3 When necessary to disclose confidential information to associated company personnel, third party contractors or any other person whose duties reasonably require such disclosure, both Prestige Network and the Customer shall ensure that any such person to whom disclosure is made:
  - 10.3.1 is informed of the obligations of confidentiality under these terms and conditions; and
  - 10.3.2 complies with these obligations.
- 10.4 The obligation of confidentiality contained within this clause 9 shall survive termination of the Contract howsoever caused.

## 11 Data Protection

- 11.1 Each party shall ensure that in the performance of its obligations under these Terms and Conditions it will always comply with all applicable laws which govern the use of data relating to identified or identifiable individuals, including the Data Protection Act 2018; the Privacy and Electronic Communications Regulations 2003, and the UK General Data Protection Regulation (UK-GDPR).
- 11.2 For the purposes of the Data Protection Legislation, the Customer is the Data Controller and Prestige Network will process personal data on behalf of you in the capacity of Data Processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- 11.3 Where Personal Data is Processed by Prestige Network pursuant to the provision of the Services, the Customer will ensure that it has all necessary consents in place to enable lawful transfer of any Personal Data (as defined in the Data Protection Legislation) to Prestige Network for the duration and purposes of the Order.
- 11.4 Prestige Network in its capacity as Data Processor, shall ensure all Personal Data processed in the provision of the Services shall be processed in accordance with its General Data Protection and Information Management Policy (a copy of which can be provided on request). When processing the Personal Data as your Data Processor, we shall:
  - 11.4.1 only process the Personal Data in accordance with instruction by You to Us to process Personal Data to the extent necessary to provide the Services;
  - 11.4.2 implement such measures to ensure a level of security for the Personal Data;
  - 11.4.3 notify You without undue delay upon becoming aware of a Personal Data Breach;
  - 11.4.4 reasonably cooperate with you and take such reasonable steps as requested by you in writing to assist you in the investigation, mitigation and remediation of that Personal Data Breach, provided you shall reimburse Prestige Network within 10 working days of the date of invoice, for all costs (including cost for internal resources and any third-party costs) incurred by Prestige Network in providing such support, to the extent the Personal Data Breach was not caused by Prestige Network;
  - 11.4.5 upon written request, as is reasonably possible, assist you with Subject Access Requests, provided you shall reimburse Prestige Network within 10 working days of the date of invoice, for all costs (including cost for internal resources and any third-party costs) incurred by Prestige Network in providing such support;
  - 11.4.6 Ensure Prestige Network employees are subject to confidentiality undertakings.
- 11.5 The Customer hereby consents to the processing of Personal Data by Prestige Network's approved linguists and sub-contractors (Sub-processors). Prestige Network confirms it shall enter into a written agreement with any sub-processor who will have access to Personal Data and such agreement shall impose obligations on the sub-processor similar to those set out in this clause 10.

## 12 Non-Solicitation

12.1 Unless otherwise agreed by Prestige Network, the Customer (which for the purposes of this clause includes any of the Customer's Affiliates) shall not, for a period of one year after termination of the agreement, either directly or indirectly, on its account or for any other person, firm or company solicit, employ, endeavour to entice away from Prestige Network or use the services of Prestige Network's Staff, any of its freelance linguists or any other individuals or companies that we engage to deliver the services. In the event of any breach under this clause, the Customer shall pay to Prestige Network an amount equal to the aggregate remuneration paid by Prestige Network to that member of Staff for the year immediately prior to the date on which the Customer employed or used the services of that member of Staff. In the case of a freelance linguist the amount will be equal to the equivalent of a full year full time salary. This clause shall not apply where the customer has an existing relationship before contract start-date.

## 13 Termination

13.1 If you subsequently cancel, reduce in scope or frustrate (by an act or omission on your part, or any third party relied upon by you) the Contract, the full price of the Contract shall remain payable unless otherwise agreed in advance. Any Original Works provided to us, Translated Works, Transcribed Works or any other deliverables completed by us, under the Contract, shall be made available to you on termination of the Contract.

13.2 We shall be entitled to terminate the Contract immediately by written notice to you if:

13.2.1 You commit a material breach of the Contract and, in the case of such a breach which is capable of remedy, you fail to remedy the same within 7 days of receipt of a written notice specifying the breach and requiring it to be remedied;

13.2.2 You make any voluntary arrangement with your creditors or (being an individual or firm) become bankrupt or (being a company) become subject to an administrative order or go into liquidation, or an encumbrance takes possession, or a receiver is appointed over any of your property or assets, or you cease or threaten to cease business, or an equivalent or analogous event occurs in any other jurisdiction;

13.2.3 Any termination of the Contract shall not prejudice any rights or remedies which may have accrued to either party.

## 14 Dispute Resolution

14.1 If any dispute arises between the parties with respect to translation, transcription or other similar services provided by us, then such dispute shall, at the request of either party, be referred to a person agreed between the parties or (in default of agreement within 7 days of notice from either party) to a person chosen on the application of either party.

14.2 Such a person shall be appointed to act as an expert and not as an arbitrator, and the decision of that person shall be final and binding.

14.3 The cost of such an expert shall be borne equally by the parties, unless such expert otherwise directs.

## 15 Miscellaneous

- 15.1 We may engage any person, firm or company as our sub-contractor to perform any or all our obligations, and we may assign any or all our rights and obligations under the Contract.
- 15.2 Any notice or other communication to be given under these conditions must be in writing and may be delivered or sent by prepaid first-class letter post or e-mail. Any notice or document shall be deemed served: if delivered, at the time of delivery; if posted, 48 hours after posting; and if sent by e-mail, at the time of transmission.
- 15.3 No waiver by us of any breach of the Contract by you shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 15.4 If any provision of these Terms and Conditions is or becomes invalid or unenforceable it will be severed from the rest of the Terms and Conditions so that it is ineffective to the extent that it is invalid or unenforceable and no other provisions of the Terms and Conditions shall be rendered invalid, unenforceable or be otherwise affected.
- 15.5 A person who is not party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 15.6 The Contract (and any proceedings whereby one party might be entitled to join the other as a third party) shall be governed by and construed in all respects in accordance with English law and the parties hereby submit to the non-exclusive jurisdiction of the English courts.
- 15.7 Nothing in these Terms and Conditions or the Contract is intended to or shall operate to create a partnership or joint venture between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power.

**These terms and conditions are subject to change without prior written notice.**