

Linguassist Limited.

Terms & Conditions.

- 1. Definitions**
 - 1.1 "The Company" means **Graham Paton - Linguassist Limited**
"Work" means any translation, localisation, typesetting, interpreting or any services provided by the company.
"Client" means any person, firm or company to whom the company shall supply or contract to supply work.
- 2 Application**
 - 2.1 No conditions other than those set out herein nor any variation thereof shall be binding on the company unless otherwise specifically agreed in writing by a director of the Company. These conditions shall be incorporated in every quotation, acceptance and contract for work by the company subject to the foregoing; any conditions proposed by the Client are hereby excluded.
- 3 Acceptance**
 - 3.1 All quotations shall be in writing and are given subject to confirmation by the company upon receipt of the Client's order and no contract shall be concluded until such confirmation is given. Each order when accepted constitutes a separate contract. Any written quotation for Work will remain open for acceptance for 30 days after despatch and thereafter will lapse unless otherwise stated in writing.
- 4 Prices and Terms of Payment**
 - 4.1 Prices quoted are exclusive of VAT and delivery charge (other than first class postage). An additional charge may be made for all expenses incurred by the Company at the request of or by agreement with the Client which are not included in the quotation or which the Company considers reasonably necessary.
 - 4.2 Payment for Work shall be made within 14 days from the date of the invoice unless specifically agreed in writing by a Director of the Company.
 - 4.3 The terms of payment of the price shown on the Company's invoice is of the essence of the contract. If the Client fails to make payment on the due date specified on the invoice the Company will, without prejudice to any other rights or title, be entitled to add an interest charge at the rate of 5% per month until such time as full payment plus interest charges is effected by the Client. Should it prove necessary for the Company to enrol the services of a third party collection agents, a surcharge of 15% of the total due will be applied to recover the costs.
- 5 Completion of Work**
 - 5.1 Dates or periods for completion of Work are only at best estimates and the Company is not liable for the consequences of any delay. The Client must specify a completion date (if material) when commissioning the Work, but whilst the Company shall make every reasonable effort to meet the Client's requirements, late delivery shall not entitle the Client to withhold payment for Work done.
 - 5.2 Should the completion of Work be required sooner than normal, time is required for its proper production and in any event where commissioned Work is supplied by fax, every effort will be made to secure freedom from defects, but reasonable allowance must be made by the Client in such cases. Should such completion of Work necessitate overtime being worked or other additional costs being incurred, a charge will be made to cover the increased cost.
- 5.3** The Company accepts no liability for the consequences of any delay in completion of Work caused by the Client and in such events, any agreed deadlines or delivery schedules will automatically cease to be valid and new dates must be negotiated.
- 5.4** Unless otherwise agreed, a completed Work will be despatched to the Client either by post, fax or e-mail as required by the Client. Further copies of the same Work through these means may incur a charge.
- 6 Cancellation and Suspension**
 - 6.1 If the Client for any reason cancels work which he has commissioned, charges will be payable for all the completed Work up to the cancellation date and for all other costs and expenses which may accrue as a result of such cancellation.
 - 6.2 If the Client suspends or postpones Work he has commissioned for a period of 7 days or more, charges will be payable for all commissioned Work up to the date of suspension or postponement and for all other cost and expenses which may accrue as a result of such suspension. In any other case, such charges will be payable upon completion of Work.
- 7 Liability**
 - 7.1 A complaint by the Client in respect of any Work shall be notified to the Company in writing within 10 days of receipt of the Work by the Client.
 - 7.2 Subject to the terms of Clause 9, the Company will accept liability for damage, death or personal injury caused by the negligence of the Company or its employees or sub-contractors (being negligence as defined in Section 1 of the Unfair Contract Terms Act 1977) provided always that the maximum liability of the Company in relation to damage shall in no case exceed the contract price for the Work. For the purpose of the clause, 'damage' means loss or damage whatever (other than death or personal injury) directly or indirectly attributable to any negligent act or omission of the Company, its employees or sub-contractors. The potential losses that might be caused by the failure of the Company or its employees or sub-contractors to complete Work, the subject of a contract, or to take any particular precaution or care (whether as a result of a breach of contract or negligence) or to avoid doing any act are so great in proportion to the sums which can reasonably be charged hereunder by the Company, that the Company and its employees or sub-contractors cannot and will not assume any liability whatever in respect of any loss or damage however caused outside or beyond the express provision of these conditions.
 - 7.3 The Client shall indemnify the Company against all claims, proceedings, costs and expenses for which the Company may become liable in respect of Work completed under a contract except to the extent of the liability admitted expressed in these conditions.
 - 7.4 The Company is prepared to negotiate special indemnity cover in any particular case at the request of the Client, but will charge the Client accordingly.
 - 7.5 Whereas the Company will take all reasonable measures to ensure the confidentiality of materials supplied by the Client, the Company shall not be liable for any loss sustained by the Client through breach of confidentiality by the Company or its servants.

- 8 Illegal Matter**
- 8.1 Notwithstanding any other forms or any contract the Company shall not be required to translate or interpret any material that may be illegal or of a libellous nature. Where copyright subsists in texts to be translated or printed by the Company, it is presumed that the Client has obtained all consents necessary for such work to be carried out.
- 8.2 The Company shall be indemnified by the Client in respect of all claims, proceeding, costs and expenses arising out of any libellous matter printed for the Client, or any acknowledgement of copyright or patent or design or other third party right.
- 9 Client's Property**
- 9.1 All documents, paper or other property supplied to the Company will be held or dealt with by the Company at the Client's risk and the Company will not be responsible for the consequential loss or damage thereto.
- 9.2 The Company reserves the right to destroy or otherwise dispose of any document, paper or other property of the Client which has been in its custody for more than 12 months following completion of work to which it relates. Should the Client require any document to be destroyed, he shall request this in writing.
- 10 Use of Company Personnel**
- 10.1 In the event of any Client or associate using the services of a relevant person, working or having worked through the Company for the Client, and the said relevant person is subsequently offered or takes direct employment whether full, part-time or freelance, or accepts any order by or from the Client, an introduction fee of £10,000 (exclusive of VAT) shall be due and payable immediately to the Company by the Client, unless otherwise agreed in writing by the Company.
- 10.2 For the purposes of this Clause 'associate' means any partner of the Client and any company in which the Client or any firm in which he is a partner holds not less than one third of the issued equity share capital (as defined in Section 744 of the Companies Act 1985) and any subsidiary of such company which owns directly or indirectly not less than one third of the issued share capital of the Client. 'Relevant person' means any translator or interpreter who shall have been engaged with or as an employee or independent contractor by the Company and who shall have provided Work for such a Client directly or indirectly through the Company within six months preceding the use of their services by the Client or an associate as aforesaid.
- 11 Force Majeure**
- 11.1 In the event of Force Majeure (which shall be strike, fire, power failure, industrial dispute, civil commotion, natural disaster, acts of war, and any other situations which can be shown to have materially affected the Company's ability to deal with the Work as agreed), the Company shall notify the Client immediately, indicating the circumstances. Force Majeure shall entitle both the Company and the Client to withdraw from the contract for the Work but in any event the Client undertakes to pay the Company for Work already completed. The Company will assist the Client to the best of its ability to place the Work elsewhere.
- 12 Jurisdiction**
- 12.1 These conditions shall be interpreted in accordance with English Law and the Company and the Client irrevocably submit to non-executive jurisdiction of the English Courts.
- 13 Translation and ancillary services**
- 13.1 The provisions of this Clause shall also apply to the supply of Work as defined in Clause 1.1 and are supplementary to the foregoing.
- 13.2 Under the Copyright Act 1956, copyright subsists in the translation of any text, and where the Company is the proprietor of any copyright in any other Work, the Company in agreeing to supply Work impliedly licenses insofar as it is able to do so the reproduction or publication of the Work. However, in the event that payment is not received in accordance with Clause 4.2 this said licence shall be automatically revoked and the Client shall not be at liberty to make use of any Work in which the copyright of the Company subsists.
- 13.3 Nothing within these terms and conditions shall be construed as giving the Client any intellectual property rights to any material including computer software systems, whether developed by the Company or by third parties, that the Company may use whether in the preparation of translations or transmission of data to the Client.
- 13.4 Whilst the Company undertakes to use its best endeavour to produce an accurate and idiomatic translation of the original text, the Client must accept that a translation may read differently from good original writing and so no liability is accepted by the Company for an alleged lack of advertising or sales impact. The Company shall be under an obligation to indicate or correct errors or omissions in any original material supplied by the Client for the purpose of translation or interpreting.
- 13.5 The Company shall not be liable for errors in conversion from one system of measurement to another, for transliteration of names and other proper nouns from one script to another or for translation of abbreviations, neither shall the Company be liable for errors resulting from illegibility of any material supplied by the Client or for any consequent loss or damage thereupon.
- 13.6 Where a Client has specified a particular use for translation Work and subsequently wishes to use the translation for a purpose other than that for which it was originally supplied, the Client must obtain confirmation from the Company that the translation is suitable for the new purpose. The Company accepts no liability where a translation is used for a purpose other than that for which it was originally supplied and reserves the right to make a further charge for any amendments, necessitated by the use of a translation for a new purpose.
- 13.7 Where the contract for Work provides proofs or texts to be submitted to the Client for approval, the Company shall not be liable for any errors not corrected by the Client or any amendments or modifications made by the client in the proofs or texts so submitted.
- 14 Interpreting services**
- 14.1 This Clause shall apply exclusively to the provision of interpreting services by the Company and clauses 1-12 above shall also apply save to the extent that they are inconsistent with any provision of this Clause when the provisions of this Clause shall prevail.
- 14.2 Documentation and relevant reference materials should be supplied to the Company as early as possible and in any event to arrive not less than 48 hours before the start of the assignment so that the interpreters have time to familiarise themselves with the specific terminology needed. No complaints regarding the quality of interpreting will be entertained by the Company if these materials are not made available.
- 14.3 Where a Client provides accommodation and meals for an interpreter/translator, no Per Diem charge will be made nor will travelling expenses of an interpreter be charged to the Client if the Client supplies the relevant air/train tickets to the Company in advance.

14.4 If for any reason the Client cancels the assignment, 100% of the relevant working day, non-working day and/or preparation day fees will be payable if the Company is informed in writing of the cancellation less than 3 days prior to the start of the assignment. 75% of such fees will be payable if the Company is informed in writing between 3 and 7 days prior to the start of the assignment. Cancellation received in writing 7 days prior to the start of the assignment will be subject to no penalty charge whatsoever.

14.5 In the event of sickness or injury of an interpreter prior to or during an assignment, the Company will use its best endeavour to find a replacement interpreter but no liability is accepted by the Company for failing to do so.