

## TERMS AND CONDITIONS

### 1. Definitions

- 1.1 'The Company' means Global Language Services Ltd and any other brand under which the Company operates.  
'Work' means any translation, interpretation or any other work undertaken by or any other services supplied by the Company.  
'Customer' means any person, firm, organisation, statutory or corporate body to which the Company shall supply work.  
'Source Material' means any documents, files and works provided by the Customer to the Company for the purposes of carrying out the Work.  
'Target Material' means any documents, files and works translated and produced from the Source Material in accordance with the instructions of the Customer and provided by the Company to the Customer.  
'Associate' means any freelance linguist who has completed the registration process and who was instructed by Global Language Services Ltd to undertake the Work.
- 1.2 In the event of any conflict between any part of the contract between the Company and the Customer, the documents constituting the agreement between the parties shall have priority in the following order:
1. Signed service level agreement (if any) entered into between the parties
  2. These Terms and Conditions subject to Scottish law

### 2. Quotations

- 2.1 Verbal quotations are given for guidance only. These are not binding to the Company and are subject to written confirmation on receipt of the text for translation. Written quotations remain valid for 30 days after dispatch unless otherwise stated. The cost of translation is based upon the number of words of text in the source language.
- 2.2 Quotations (in GBP currency) are given on the basis of the Customer's description of the Source Material, the purpose of the translation and any other instructions. Such quotations may be amended at any time if, in our opinion, the description of the Source Material, instructions or any other element is materially inadequate or inaccurate.
- 2.3 The company reserves the right to make an additional charge to the quoted amount, if, after commencement of translation, changes to the source text are advised by the Customer. Such a charge will be agreed with the Customer.
- 2.4 The Contract shall come into force on receipt of your purchase order, confirmation of a quotation or any other such confirmation by the Customer for us to go ahead with the Work and on the commencement of the Work to be provided by us.
- 2.5 Where required, quotations for interpreting work will be provided in an appropriate written format. The assignment will only be confirmed once the form has been signed and returned to the Company.
- 2.6 All Contracts are subject to these Terms and Conditions and supersede any terms and conditions issued by the Customer. Any variation to the Contract must be confirmed in writing by the officer of the Company.
- 2.7 These Terms and Conditions apply to all Work provided to the Customer.

### 3. Price and Payment

- 3.1 An invoice for payment shall be issued to the Customer upon completion of the Work and payment shall be made within 30 days from the date of the invoice. The Customer must cover all bank charges where bank charges are incurred in relation to this payment.
- 3.2 Unless otherwise stated, prices are in sterling (GBP) and are exclusive of value added tax and any other tax or duty. The Company shall invoice the Customer for all appropriate taxes and expenses for which the Company is liable to collect. The Customer shall be liable to pay any penalties or interest on such taxes which are payable by the Company as a result of the Client's delay in paying such taxes.
- 3.3 Failure to pay any invoice in accordance with the foregoing terms or other terms specified in the Contract shall entitle the Company to suspend further work both on the same order and on any other order from the Customer without prejudice to any other right the Company may have.

### 4. Completion of Work

- 4.1 Whilst the Company will always endeavour to meet deadlines, dates or periods for completion of Work are only best estimates and the Company is not liable for any resulting loss caused by any delay whether foreseeable or not. The Customer must specify a completion date (if material) when commissioning the Work, but whilst the Company shall make every reasonable effort to meet the requirements of the Customer, late delivery shall not entitle the Customer to withhold payment for Work undertaken.

- 4.2 The Company accepts no liability for the consequences of any delay in completion of Work caused by the Customer, and in such event, any agreed deadlines or delivery schedules will automatically cease to be valid and new dates must be negotiated.
- 4.3 Work will normally be despatched to the Customer by electronic mail as an electronic file. In the event that the Customer requires Work to be supplied in hard copy by post, the Company cannot be held responsible for delays in supply or for any loss or damage to the goods and the Customer will be invoiced for the delivery cost.
- 4.4 The Customer recognises and agrees that the Company may use approved sub-contractors for some or all of the Work.

## **5. Delivery**

- 5.1 Neither the Company, its affiliates nor their respective successors shall be liable in any way for any loss, damage, delay or failure of performance resulting directly or indirectly from any cause which is beyond the Company's reasonable control, including but not limited to: fire, explosion, lightning, pest damage, power surges or failures, strikes or labour disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, product or transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or any other cause beyond the Company's control whether or not similar to the foregoing.
- 5.2 Delivery to the Customer is deemed to have taken place upon posting, faxing or electronic delivery and the risk shall pass to the Customer. However, the Company will retain a copy of the Work and upon request by the Customer will forward a further copy free of charge.

## **6. Interpreting**

- 6.1 If you require the Company to provide an Associate to attend in person ("face to face") and act as an interpreter, you should:
- i. ensure that you or your authorised representatives sign the Claim Form provided by the Associate on which the accurate duration of the Service is stated. Claim Forms must be completed and signed at the end of the Work;
  - ii. the Associate will retain a copy of the Claim Form at all times;
  - iii. if the Claim Form is not countersigned by the Customer, then the times entered by the Associate will be used as a basis for invoice. Any disagreement with regards to the specified times of the appointment must be made within 24 hours of our dispatch of the claimform.
- 6.2 Where it is necessary for you to receive a password from the Company, the Customer will be responsible for the safekeeping of all such passwords and may be held responsible for any misuse of the password and any related costs.
- 6.3 Telephone interpreting conference calls may be monitored for quality control purposes.
- 6.4 Where the Company supplies interpreting equipment it will make arrangements for its installation and operation. The Company shall not be responsible for any interpreting equipment not so supplied.

## **7. Cancellation**

- 7.1 If the Customer, for any reason, cancels Work which he or she has commissioned, charges will be payable for all completed Work up to the cancellation date and for all other costs and expenses which may occur as a result of such cancellation.
- 7.2 If the Customer suspends or postpones Work he or she has commissioned, charges will be payable for all commissioned Work up to the date of suspension or postponement and for all other costs and expenses which may occur as a result of such suspension or postponement.
- 7.3 Any termination of the Contract shall not prejudice any rights or remedies which may have accrued to either party.
- 7.4 Should an interpretation assignment be cancelled by the Customer within 24 hours of the appointment time then a cancellation fee will apply. If our Associate attends the assignment and it is then cancelled, a cancellation fee will additionally include any travel expenses incurred by the Associate. If the Customer is unexpectedly absent and no explanation is available, then the interpreter shall wait at the venue until 30 minutes after the agreed start time and cancellation fees including travel expenses will apply.
- 7.5 The Company shall not charge a cancellation fee if our Associate is unable to attend an appointment due to unforeseen circumstances: the Company will endeavour to arrange a substitute interpreter and notify the relevant parties as soon as possible, however no liability is accepted by the Company for failing to do so.

7.6 If the interpreter is unavoidably late but the Customer requires the appointment to continue, the fee will be based on new appointment times.

## **8. Liability**

8.1 The Company shall be relieved of all liability for obligations incurred to the Customer wherever and to the extent of which the fulfilment of such obligation is beyond its control.

8.2 A complaint by the Customer in respect of any Work shall be notified to the Company in writing within 30 days of delivery of the Work by the Customer. Following completion of a project, the Company agrees to rectify at no charge to the Customer any inaccuracies, errors or omissions that we feel to be justified. Our liability will be no more than to rectify any such alleged inaccuracies, errors or omissions that we feel to be justified, to our satisfaction. The Customer shall provide the Company with the opportunity to make right any alleged issues within the Work.

8.3 The Company shall not be liable to the Customer or any third party in any circumstances for any consequential loss or damage of any kind (including loss of profit, business, contracts, revenue, damage to reputation or goodwill, anticipated savings, and or any other indirect or consequential loss or damage) resulting from the use of translated material. Our entire liability to the Customer shall not exceed the price payable to the Company by the Customer under the contract to which any claim relates.

8.4 No terms, conditions or warranties, whether express or implied, about the quality or fitness for purpose of the Work shall be incorporated unless expressly set out in the Contract.

8.5 Whilst the Company undertakes to use its best endeavours to produce an accurate and idiomatic translation of the Source Material, the Customer must accept that a translation may read differently from the original writing and no liability is accepted by the Company for any lack of advertising, sales impact or other purposes intended by the Customer.

8.6 The Company does not warrant that the Work will meet your specific requirements and we do not warrant that the Work will be uninterrupted or error free. Furthermore, the Company does not warrant or make any representation regarding the use of the Work provided in terms of accuracy, correctness, reliability or otherwise.

8.7 Where the Customer requires the Company to provide Work urgently, there may be a risk that the resultant quality of the Work may not be of the high standard we provide in the normal course of our business. Urgency may preclude the necessary time to check and edit the translation and result in:

- i. the use of multiple translators for larger volumes;
- ii. the Work may not be carried out by the Company using the same level of skill and care as we would use in providing the Work in the normal course of the business of the Company;
- iii. there may be errors or omissions in the performance of the Work

These factors should be considered.

8.8 The Customer shall indemnify the Company against all claims, proceedings, costs and expenses for which the Company may become liable in respect of the Work.

## **9. Non-solicitation**

9.1 Neither during the provision of the Work nor for a period of six months thereafter shall the Customer solicit, employ, endeavour to entice away from the Company or use the services of a translator, interpreter or other language professional who has been engaged in the provision of the Work.

9.2 In the event of a breach of the above clause, the Customer shall pay the Company an amount equal to the aggregate remuneration paid by the Company to the translator, interpreter or other language professional for the year immediately prior to the date on which you employed or used the services of the Translator, Interpreter or other language professional.

9.3 This clause shall not apply where the Customer has an existing relationship before contract start-date.

## **10. Dispute Resolution**

10.1 Any dispute which arises between the parties with respect to translation or other similar services provided by the Company must be advised, in writing, within 14 working days of delivery.

10.2 Any disputes regarding the accuracy of translation or other similar services that cannot be satisfactorily resolved between the parties will be resolved by arbitration by the independent third party.

10.3 All disputes not notified to the Company in writing within the period specified in clause 10.1 will be deemed waived and the Customer will have accepted the satisfactory provision of services without reservation.

## **11. Confidentiality**

- 11.1 Subject to clause 11.3, and (on our part) save as necessary in order for us to provide the services neither party may use any of the other party's Confidential Information.
- 11.2 Subject to clause 11.3, neither party may disclose to any other person any of the other party's Confidential Information.
- 11.3 Either party may disclose the Confidential Information of the other:
- 11.3.1 When required to do so by law or any regulatory authority, provided that party required to disclose the Confidential Information, where practicable and legitimate to do so:
- 11.3.1.1 Promptly notifies the owner of any such requirement; and
- 11.3.1.2 Co-operates with the owner regarding the manner, scope or timing of such disclosure or any action the owner may take to challenge the validity of such requirement.
- 11.3.2 To its personnel, sub-contractor's personnel or any person whose duties reasonably require such disclosure, on condition that the party making such disclosure ensures that each such person to whom such disclosure is made:
- 11.3.2.1 Is informed of the obligations of confidentiality under these Terms and Conditions; and
- 11.3.2.2 Complies with those obligations as if they were bound by them.
- 11.4 The obligation of confidentiality contained within this clause 11 shall survive termination of the Contract howsoever caused.

## **12. Copyright**

- 12.1 The copyright of the translation is the property of the Company and will not be deemed to have passed on to the Customer until full payment for the translation has been received by the Company.
- 12.2 Once payment has been made for the Work all Intellectual Property Rights (including but not limited to copyright) in the Source Material and the Work shall vest in the Customer (or your licensors) but, for the avoidance of doubt, the Customer hereby grants to the Company (and our sub-contractors) a licence to store and use the Source Material for the duration of the Contract and for the purposes of providing Work to the Customer.

## **13. Data Protection**

- 13.1 Each party shall ensure that in the performance of its obligations under these Terms and Conditions it will at all times comply with the relevant provisions of the Data Protection Act 1998.
- 13.2 The Company acknowledges that if we are required to process any data in the course of providing the Work we shall do so only on Customer instructions.

## **14. Customer's Property**

- 14.1 All documents or any other property supplied to the Company will be held or dealt with by the Company at the Customer's risk and the Company will not be responsible for the consequential loss or damage thereto.
- 14.2 The Company reserves the right to destroy or otherwise dispose of any document or other property of the Customer which has been in its custody for more than twelve months following completion of the Work to which it relates.

## **15. Illegal Matters**

- 15.1 The Company shall not be required to translate any matter which in its sole opinion may potentially be of an illegal or libellous nature.
- 15.2 Where copyright subsists in texts to be translated by the Company, the Customer warrants that it has obtained all consents necessary for such work to be carried out.
- 15.3 The Customer shall indemnify the Company in respect of any claims, proceedings, costs and expenses arising out of any libellous matter printed for the Customer, or any infringement of copyright, patent or design or other third party right.