
Language is Everything Terms and Conditions of Business (PMF21)

1. All services ("Services") specified in the Client Written Request ("CWR") or otherwise requested will on our acceptance be supplied exclusively on the following conditions.

2. LANGUAGE IS EVERYTHING LTD OBLIGATIONS

- 2.1 We will use our reasonable commercial endeavours to ensure that we provide an adequately qualified interpreter and/or translator ("Consultant") to provide the Services.

3. CLIENT'S OBLIGATIONS

- 3.1 You will use your best endeavours to ensure that we are supplied full and accurate information concerning the Services, including the location and time of attendance, you require both on the CWR or otherwise in writing and/or orally.
- 3.2 Should the Services require the attendance of a Consultant at any premises other than our own ("Offsite"), you shall be responsible for the supervision, direction and control of Consultants and use your best endeavours to ensure the security and welfare of Consultants under your control.

4. CHARGES AND PAYMENT

- 4.1 We will charge you for the time the Consultant attends the agreed location Offsite to provide the Services. If Services are provided for less than one hour our fee will be for the whole of that first hour. We will also charge you for Consultants travelling time at our then prevailing rates. Together the charges for travelling to the Offsite venue and those for providing the Services plus any other charges due under these terms and conditions shall constitute our fee ("Our Fee").
- 4.2 We reserve the right to charge you for our reasonable expenses at cost, which we and/or our Consultant incur in the course of providing the Services.
- 4.3 If Offsite Services are provided, you shall be invoiced on receipt of a timesheet signed by your authorised representative and charged for Services at our then prevailing rate, save for when we have agreed the charge for our Services in advance.
- 4.4 You will pay Our Fee to us within 30 days of the date of our invoice ("the Payment Period"). Any payment made directly to a Consultant shall not constitute payment to us.
- 4.5 Should you fail to pay Our Fee within the Payment Period we reserve the right to require you on written notice to immediately pay all unpaid invoices and we further reserve our right to permanently withdraw our 30 day credit terms and/or suspend the Services until such time as we receive payment of Our Fee and any other sums due to us including interest and compensation.
- 4.6 In the event that you fail to pay Our Fee within the Payment Period we reserve the right to charge interest (both before as well as after judgment) in accordance with interest rate set out in the Contracts (Late Payment of Commercial Debts) Act 1998.
- 4.7 You agree to indemnify us and hold us harmless against all cost we incur in procuring payment from you and for any loss that we may incur from agreeing to provide the Services to you.
- 4.8 We reserve the right to vary our charging rates from time to time. We will use reasonable commercial efforts to notify you of any such changes that will fall immediately due on notice for all Services.

5. FACE TO FACE INTERPRETING

- 5.1 If you require us to provide a Consultant to attend in person ("face to face") and act as an interpreter, you shall:
- 5.1.1 ensure that you or your authorised representatives sign the timesheet provided by the Consultant on which the accurate duration of the Service is stated. Timesheets must only be completed and signed after the Consultant has provided the Services on each occasion;
- 5.1.2 the Consultant will remain in control of the original copy of the timesheet at all times;
- 5.1.3 if you or your authorised representative fail to sign the Consultant's timesheet we will forward a completed timesheet to you that states the hours of Service. If you do not advise us within 48 hours of our dispatch of the timesheet that you dispute the times stipulated on a particular timesheet you will be deemed to have accepted those times as accurately representing the duration for which those particular Services were provided.

6 TELEPHONE INTERPRETING

- 6.1 We will use our reasonable endeavours to provide you with the telephone interpreting services (if any) you set out in the CWR for the languages and during the hours set out therein.
- 6.2 We may at our discretion require you or any party whom we agree to supply at your cost to use passwords we supply. You will be responsible for the safekeeping of all such passwords and indemnify and hold us harmless against the loss or unauthorised use of all passwords.
- 6.3 We may monitor telephone interpreting conference calls for quality control purposes.

7. TRANSLATION SERVICES

- 7.1 If Services are to include translation, you will ensure that you have clearly indicated on the CWR the use for which the translation is required. The use of the translation may have a direct influence on our fee. In the event that you fail to indicate the intended use for the translation we reserve the right to charge for Services in accordance with our maximum prevailing translation rate..
- 7.2 Prior to the use of any translation for an alternative purpose (i.e. use other than that initially indicated on the CWR), you will obtain our written confirmation that the translation is fit for the alternative purpose. We reserve the right to make appropriate amendments (if any) to any translation and to levy a charge ("an Amendment Fee") before authorising you to utilise the translation for an alternative purpose.

8. DEADLINES AND DELIVERY OF TRANSLATIONS

- 8.1 You will provide us with a clear indication of when the translation is to be available for the notified purpose. We will rely on the deadline notified to us on the CWR in providing you with a quotation for the provision of the translation element of Service but any such quotation is provided only as a guideline.
- 8.2 We shall not be responsible for the late delivery of translations and/or materials in the event that you have not accurately notified us of the location to which any translation and/or materials are to be delivered or any particular delivery requirements or deadline.
- 8.3 We reserve our right to assign the translation service to assist us in meeting deadlines.

9 DISCRETIONARY REFUND

- 9.1 You may be entitled to a discretionary refund should we be unable to provide all or part of the translation by a deadline agreed in writing.
- 9.1.1 If we agree to provide a discretionary refund, due to the translated materials being provided to you after the deadline, you shall immediately return the translated material to us and provide an undertaking not to make use of the translation or any copy, extract or abstract of the translation which you shall have returned to us in consideration of our waiving our fee.

10 REGULATIONS AND INSTRUCTIONS

- 10.1 You will provide a safe working environment and inform us of any particular health and safety requirements or risks. We will require Consultants providing the Service to observe the statutory requirements applicable to your employees as notified to us by you.
- 10.2 We will remunerate Consultants in accordance with current Inland Revenue requirements in force from time to time.

11. CONFIDENTIALITY

- 11.1 Both we and you will take all reasonable precautions in order to ensure that confidential information remains confidential.
- 11.2 Confidential information means all information (written or oral) concerning the business and affairs of the other party or its clients disclosed in the course of the Service save that which is:
- 11.2.1 trivial or obvious;
- 11.2.2 already in the other party's possession other than as a result of the breach of this clause; or
- 11.2.3 in the public domain other than as a result of a breach of this clause.
- 11.3 We both agree to take all such steps as shall from time to time be reasonably necessary to ensure compliance with the provisions of this clause by our respective employees, agents and subcontractors.

12. WAIVER

- 12.1 Any waiver by us of your breach or default of any of these terms & conditions shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on our part to exercise or avail ourselves of any right, power or privilege that we have or may have under these conditions operate as a waiver of any breach or default by you.

13. NOTICES

- 13.1 Any notice request, instruction or other document to be given under these conditions shall be delivered or sent by first class post or by facsimile transmission (such facsimile transmission notice to be confirmed by letter posted within 12 hours) to the address of the other party set out in the CWR (or such other address or numbers as may have been notified) and any such notice or the document shall be deemed to have been served (if delivered) at the time of delivery (if sent by post) upon the expiration of 48 hours after posting and (if sent by facsimile transmission) upon the expiration of 12 hours after despatch.

14 CONTACTS

- 14.1 You shall inform us in writing of the identity of your authorised representatives who may request Services on your behalf if other or in addition to those set out in the CWR.

15 CHANGE OF REQUIREMENTS

15.1 You will use your best endeavours to provide us with written notification of any material changes you require to the Services including but not limited to rescheduling, change of Offsite venue or languages required. We reserve the right to charge you the cancellation fee set out in 15.2 below in the event that we are unable to accommodate your altered requirements using the resources initially assigned to provide the Services as set out in our initial confirmation of those Services.

15.2 We reserve the right to levy a cancellation fee of up to a maximum of fifty percent (50%) of the charges we reasonably anticipate you would have been liable to pay to us had we delivered the Services as agreed and confirmed to you.

16 DISPUTE RESOLUTION

16.1 In the event of any complaint or potential dispute concerning the provision of Services you will provide immediate written notice of your grievance concerning our provision of the Services. All complaints must be received within 14 days of the date of our invoice for the provision of the Service or part of the Service to which the complaint pertains ("the Grievance Period").

16.2 If you lodge written notice of your grievance within the Grievance Period, we shall arrange to resolve your grievance with two of your senior authorised representatives.

16.3 All complaints not notified to us in writing within the Grievance Period will be deemed waived and you will have accepted the satisfactory provision of Services without reservation.

17 NON-SOLICITATION

17.1 Neither during the provision of Services nor for a period of six months thereafter shall you seek cause or solicit Consultants who have been engaged in the provision of the Services. For the purpose of this clause "solicit" means the soliciting of such person with a view to engaging that person as an employee, director, subcontractor or independent contractor.

17.2 In the event of a breach of the above clause then you shall pay the average of the revenue earned by the Consultant concerned, generated for language is Everything's benefit over the last 6 months prior to the breach of this Clause 17, by way of liquidated damages to the other party. This provision shall be without prejudice to our ability to seek injunctive relief.

17.3 Both parties acknowledge and agree the above liquidated damages as a reasonable estimation of the loss, which would be incurred, by the loss of the Consultant.

18 LIMITATION OF LIABILITY

18.1 The following provisions set out our entire liability (including any liability for the acts and omissions of our employees) to you in respect of:

18.1.1 any breach of our contractual obligations arising under these Conditions; and

18.1.2 any representation statement or tortious act or omission including negligence arising under or in connection with this Contract

AND YOUR ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF THIS CLAUSE.

18.2 Any act or omission on our falling within clause 18.1 above shall for the purposes of this clause 18 be known as an "Event of Default".

18.3 Our liability to you for death or injury resulting from our negligence or that of our employees shall not be limited.

18.4 Subject to the limit set out in clause 18.5.1 below we shall accept liability to you in respect of damage to your tangible property resulting from our negligence or that of our employees or subcontractors.

18.5 Subject to the provisions of clause 18.3 above our entire liability in respect of any Event of Default shall be limited to damages of an amount equal to:

18.5.1 £1,000,000 in the case of an Event of Default falling within clause 18.4 above;

18.5.2 in the case of any other Event of Default the aggregate of our Fee and any additional charges you have paid to us over the past 12 months under these Conditions.

18.6 Subject to clause 18.3 above we will not be liable to you in respect of any Event of Default for loss of business, loss of revenue, loss of profits, whether anticipated or otherwise, anticipated savings, loss of goodwill or any other type of indirect or consequential loss (including loss or damage you suffer as a result of an action brought by a third party) even if such loss was reasonably foreseeable or we had been advised of the possibility of you incurring such loss.

18.7 If a number of Events of Default give rise substantially to the same loss then they shall be regarded as giving rise to only one claim under these Conditions.

18.8 You agree to give us not less than 14 days or such longer period as may be reasonable in the circumstances in which to remedy any Event of Default.

18.9 Except in the case of an Event of Default arising under clause 18.3 above we will have no liability to you in respect of any Event of Default unless you serve notice on us within 3 months of the date you became aware of the circumstances giving rise to the Event of Default or the date when you ought reasonably to have become so aware.

18.10 Nothing in this clause 18 shall confer any right or remedy upon you to which it would not otherwise be legally entitled.

19 GENERAL

19.1 You may not assign, transfer, charge or subcontract the performance of the Services or any of the rights or obligations arising under these Conditions without our prior written consent.

19.2 These Conditions shall be governed by English law and the parties submit to the exclusive jurisdiction of the English court.

19.3 These Conditions may only be varied if agreed in writing by one or more of our directors. If any of these Conditions is found to be invalid or unenforceable it shall in no way affect the validity or enforceability of the remaining Conditions.

19.4 These Conditions are the sole conditions of Agreement between us, and all other representations, conditions or warranties are excluded.

19.5 These Conditions exclude all rights (if any) afforded to a third party by operation of the Contracts (Rights of Third Parties) Act 1998.