

1. Definitions

"Services" means the provision of consultancy, translation, interpreting and other related services by LanguageWire Consultants and/or LanguageWire UK (hereinafter referred to as "the Company") to the Customer as shall be agreed between the two parties from time to time, and includes the supply of translated text in hard or soft copy and other associated deliverables.

"Conditions" means and includes all terms, provisions and conditions of whatever kind as the context requires.

"Price" means the price of the Services payable in accordance with these Conditions or other conditions agreed between the Company and the Customer.

2. General

These Conditions are the only conditions to which the Services supplied by the Company are subject and shall override any other terms, conditions or stipulations, referred to, submitted or proposed by the Customer, unless otherwise agreed in writing by the Company.

3. Prices

a) All Prices are quoted exclusive of all taxes (including but not limited to VAT) and of all duties, levies and other charges all of which, where applicable, shall be separately charged at the appropriate rates.

b) The Company reserves the right to vary the quoted prices under circumstances beyond its reasonable control including, but not limited to, changes to the original specification submitted by the Customer, and variations in cost of labour and/or materials. Furthermore, the Customer shall reimburse the Company for all expenses incurred by any person or persons involved in providing the Services where the Services or part of them are undertaken away from that person's normal place of work.

4. Customer's duty to provide instructions

The Customer shall be solely responsible for providing the Company with all necessary information concerning its goods, services and market(s) and in particular shall identify the purpose(s) for which the Services are intended. In the absence of identification of purpose(s) the Company shall be entitled to assume that the services are intended for the internal purposes of the Customer. The Company shall not be responsible for any shortcomings in such information. The Customer accepts that its knowledge and experience are vital in this regard.

5. Suspension/Cancellation

Once instructed, Services cannot ordinarily be cancelled. Should the Customer wish, for any reason, to suspend or cancel the Services, the Company shall immediately stop work and issue an invoice for the partially completed Services, provided always that if the Customer shall suspend and/or cancel any part of the Services:

- It shall reimburse the Company for reasonable costs incurred by the Company in complying with such direction, such reasonable costs to include but not be limited to:
 - Assessment and preparation of the Services
 - Research and identification of appropriate resources to carry out the Services
 - Reservation of resources to carry out the Services
- The cost of the uncompleted part of the Services shall be increased appropriately if the Company's rates shall be increased prior to completion of the relevant Services.

6. Sub-Contractors

The Customer recognises and agrees that the Company may use sub-contractors for some or all of the Services. All references to the Company in these Conditions are automatically extended to include such sub-contractors as appropriate.

7. Payment and Delivery

a) Payment of Invoices submitted by the Company shall be made by the Customer within thirty (30) days of the invoice date;

b) Failure to make payment on the due date shall result in all invoices, including those not yet due, becoming due for immediate payment. These shall automatically be subject to interest for late payment, with no advance notice being required, at a rate which is equal to the sum of the Bank of England's reference rate and eight percentage points as defined in the European Directive 2011/7/EU on combating late payment in commercial transactions which was implemented by the UK. In addition, any invoice not paid on the due date shall be subject to a flat-rate penalty of minimum £ 40.00 per invoice in respect of internal recovery charges as defined in the Directive. Moreover, the Company is also entitled to the reimbursement of other recovery costs incurred as a result of late payment, such as legal costs or employing a debt collection agency.

Any dispute regarding an invoice of the Company should be sent to invoicing@languagewire.com within a period of fourteen (14) calendar days following the sending of the invoice by the Company.

c) While every care is taken to ensure that delivery deadlines are complied with, unless otherwise expressly agreed in writing by the Company, time shall not be of essence in the performance by the Company of any of its obligations under these Terms and Conditions;

d) Delivery of Services shall be made to the Customer according to agreed delivery dates. The Company shall use its best endeavours to complete work by the dates agreed; however, it is recognised that the Company shall not be held responsible for delays caused or contributed to by the Customer over which the Company has no effective control.

8. Proprietary Rights

a) Subject as below the Company agrees that all materials and documentation made available or disclosed by the Customer to the Company hereunder shall remain the exclusive property of the Customer and that such materials and documentation are proprietary to the Customer and, if designated as confidential, shall be treated as such and shall not be disclosed to any third party without the Customer's prior consent.

b) Any information about the Customer or its associates to which the Company may become a party during the course of the provision of Services to the Customer shall also be treated as confidential and shall not be disclosed to any third party unless or until the information is within the public domain. The Company agrees to return all materials and documentation at the Customer's request upon expiration, termination or cancellation of any order for Services and upon conclusion of the Company's need thereof, whichever occurs first.

c) It is understood that the Company has a Professional Indemnity Insurance on usual terms and conditions in respect of negligence and consequential loss resulting therefrom. For the purpose of this insurance, the Company is required to retain a file copy of all its work, and this includes work in electronic format.

d) The Company shall relinquish its rights (if any) in the Services once all claims against the Customer have been collected in full by the Company.

9. Warranties and Guarantees

To the extent permitted by law, all guarantees, warranties or conditions whether express or implied by statute, common law or otherwise are excluded and in lieu thereof it is agreed as follows:

- a) the Services provided shall be of a reasonable and workmanlike standard and fit for the purpose(s) identified by the Customer;
- b) if, within fourteen (14) calendar days of delivery, any of the Services are found to be defective, the Company shall either rectify the defect or (at the Company's sole discretion) replace the defective Goods **provided that**:
 - i) the Customer gives to the Company written notice and details of the defect within fourteen (14) calendar days, and
 - ii) the Company is satisfied that the defect is due solely to defective materials or poor workmanship;

c) The Company shall not be liable for any loss, damage or injury however caused or arising except to the extent, if any, to which it may be liable under the guarantees and warranties set out in these Conditions and shall not be liable for any indirect or consequential loss whatsoever and howsoever caused.

10. Reservation of Title and Insurance

Notwithstanding delivery the property in the Services shall remain in the Company, and the Customer shall hold the Services as bailee for the Company until payment in full of the Price ("the Payment").

11. Force Majeure

The Customer shall not have any claim against the Company in respect of failure on its part to perform its obligations under these Terms and Conditions if and to the extent that such failure is caused by force majeure. For the purpose of this clause force majeure means any event beyond the reasonable control of the Company, including without limitation Acts of God, fire, accident, weather conditions, hostilities (whether or not war is declared), civil disturbances, requisitions, governmental restrictions or prohibitions, import or export regulations, materials, power or transport or breakdown of plant, strikes, lockouts, shortage of labour or trade disputes.

12. Illegal Matter

a) Notwithstanding any other of these Terms and Conditions, the Company shall not be required to translate, typeset, interpret or print any matter or provide any Services which in its opinion is or may be of an illegal or libellous nature. Where copyright subsists in texts to be translated, typeset, interpreted or printed by the Company, it is presumed that the Customer has obtained all consents necessary for such work to be carried out.

b) The Company shall be indemnified by the Customer 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 any other third party right.

13. Headings

The headings of the Agreement are included for the sake of clarity and shall not affect the interpretation hereof.

14. Jurisdiction

This Agreement and any contract referred to herein shall be governed by English Law and all disputes in connection with or claims arising from this Contract shall be settled under the exclusive jurisdiction of English Law.