

Crystal Clear Translation's Business Terms and Conditions

1. All services ("Services") specified in your written request for Services which may be in the form of an e-mail or our online booking form ("Client Written Request") ("CWR") or otherwise requested will on our acceptance be supplied exclusively on the following conditions.

2. These Conditions apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in these Conditions.

3. Any quotation given shall not constitute an offer and is only valid for a period of 30 business days from its date of issue provided that we have not previously withdrawn it.

3.1 The CRW shall only be deemed to be accepted when we issue written acceptance of the CRW at which point and on which date the Contract shall come into existence (Commencement Date).

4.0 CRYSTAL CLEAR TRANSLATION LTD OBLIGATIONS

4.1 We will use our reasonable commercial endeavours to ensure that we provide an adequate and suitably qualified interpreter and/or translator ("Consultant") to provide the Services together with any associated services supplied to you.

4.2 We will have the right to make any changes to our Services which are necessary to comply with any applicable laws or safety requirement.

5.0 CLIENT'S OBLIGATIONS

5.1 You will use your best endeavours to ensure that we are supplied with complete and accurate up to date information concerning the Services, including the location and time of attendance, you require both on the CWR or otherwise in writing and/or orally, together with:

5.1.1 details of the person to whom the consultant should report on arrival, including a telephone number; and

5.1.2 any specific requirements, e.g. male/female interpreter.

5.2 British Sign Language (BSL) requests should be submitted within a minimum of 48 hours notice and wherever possible with an alternative attendance date and time option should the first preferred date be unavailable.

5.3 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.

5.4 If our performance of any of our obligations is prevented or delayed by any act or omission of yours, or your failure to perform any relevant obligation (**Client Default**):

5.4.1 we shall without limiting our other rights or remedies have the right to suspend performance of the Services until you remedy the Client Default, and to rely on the Client Default to relieve us from the performance of any of our obligations to the extent the Client Default prevents or delays our performance of any of its obligations; 5.4.2 we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of our obligations as set out in this clause 5.4; and

5.4.3 you shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from the Client Default.

6.0 CHARGES AND PAYMENT

6.1 We will charge you for the time the consultant attends the agreed location Offsite to provide the face to face Services. If the 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. Face to Face, Telephone and Video interpreting charges are more fully detailed within our rate card. Together the charges for travelling to the Offsite venue and those for providing the Services plus any other charges including overseas telephone connections due under these terms and conditions shall constitute our Fee ("Our Fee").

6.2 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.

6.3 If Offsite Services are provided, you shall be invoiced on receipt of a timesheet signed by your authorised representative and charged for the Services at our then prevailing rate, save for when we have agreed on the charge for our Services in advance.

6.4 You will pay our Fee to us within 30-186 days of the date of our invoice, depending on our agreed payment period ("the Payment Period"). Any payment made directly to a Consultant shall not constitute payment to us.

6.5 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 30-186 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.

6.6 If you fail to make any payment due to us by the due date for payment, then you shall pay interest on the overdue amount at the rate of 4% per annum above Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount.

6.7 You agree to indemnify us irrevocably, in full and on-demand 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. 6.8 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.

7.0 LEGAL AID

7.1 We are able to provide the Services on legal aid rates set by the Legal Aid Agency.

7.2 Time for payment for the Services provided on legal aid rates is strictly in accordance with clause 6.

7.3 Please note that all Services including legal aid services are provided to the firm or individual named as the customer account holder unless otherwise agreed in writing with us, this provision applies in full to a firm of solicitors or an individual solicitor submitting a booking form or commissioning any other Services with us.

7.4 No amendment to the CWR to the effect that your client is responsible for the payment of the Services will be accepted by us. You, the solicitor/law firm booking the Services, are responsible for payment of the Services in accordance with clause 6.

8.0 CHANGE OF REQUIREMENTS/CANCELLATION

8.1 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 clause 8.4 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.

8.2 You may cancel/attempt to reschedule the Services up to 144 hours before the date the Services are to be provided without incurring any charges.

8.3 In the event you cancel/ attempt to reschedule the Services within 120 hours of the date the Services are to be provided, or the requirements for the consultant are no longer required for whatever reason, you agree to pay us a cancellation fee set out in clause 8.4.

8.4 We reserve the right to levy a cancellation fee of up to a maximum of hundred percent (100%) 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.

9.0 FACE TO FACE INTERPRETING

9.1 If you require us to provide a Consultant to attend in person ("face to face") and act as an interpreter, you shall:

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9.1.1 ensure that you or your authorised representatives sign the timesheet provided by the consultant on which the accurate duration of the Services is stated. Timesheets must only be completed and signed after the consultant has provided the Services on each occasion;

9.1.2 the consultant will remain in control of the original copy of the timesheet at all times;

9.1.3 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 the Services. 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.

10.0 TELEPHONE INTERPRETING

10.1 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.

10.2 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.

10.3 We may monitor telephone interpreting conference calls for quality control purposes.

11.0 TRANSLATION SERVICES

11.1 If the Services are to include translation, you will ensure that you have clearly indicated on the CWR the use for which the translation is required.

11.2 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.

11.3 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.

12.0 DEADLINES AND DELIVERY OF TRANSLATIONS

12.1 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 the Services, but any such quotation is provided only as a guideline.

12.2 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.

12.3 We reserve our right to assign the translation service to assist us in meeting deadlines.

13.0 REGULATIONS AND INSTRUCTIONS

13.1 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 Services to observe the statutory requirements applicable to your employees as notified to us by you.

13.2 We will remunerate Consultants in accordance with current Inland Revenue requirements in force from time to time.

14.0 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.

15.0 DISPUTE RESOLUTION

15.1 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 Services or part of the Services to which the complaint pertains ("the Grievance Period").

15.2 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.

15.3 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.

16.0 NON-SOLICITATION

16.1 Neither during the provision of Services nor for a period of six months thereafter shall you seek a 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.

16.2 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 Crystal Clear Translation's benefit over the last six months prior to the breach of this Clause 16, by way of liquidated damages to the other party. This provision shall be without prejudice to our ability to seek injunctive relief.

16.3 Both parties acknowledge and agree on the above-liquidated damages as a reasonable estimation of the loss, which would be incurred by us due to the loss of the consultant.

17.0 LIMITATION OF LIABILITY THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

17.1 Nothing shall limit or exclude our liability for:

17.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;

17.1.2 fraud or fraudulent misrepresentation; or

17.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law.

17.2 Subject to clause 17.1, we shall not be liable to you, whether in Contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

17.2.1 loss of profits;

17.2.2 loss of sales or business;

17.2.3 loss of agreements or contracts;

17.2.4 loss of anticipated savings;

17.2.5 loss of use or corruption of software, data or information;

17.2.6 loss or damage to goodwill; and 17.2.7 any indirect or consequential loss.

17.3 Subject to clause 17.2, our total liability to you, whether in Contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to £5,000,000.

17.4 The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

17.5 This clause 17 shall survive termination and/or expiry of the Contract.

18.0 TERMINATION

18.1 Without limiting its other rights or remedies, either party may terminate the Contract by giving the other party one month's written notice.

18.2 Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

18.2.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;

18.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

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18.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

18.2.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion, the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

18.3 Without limiting our other rights or remedies, we may terminate the Contract with immediate effect by giving written notice to you if:

18.3.1 you fail to pay any amount due under the Contract on the due date for payment and remains in default not less than three days after being notified in writing to make such payment, or 18.3.2 there is a change of control of the client.

18.4 Without limiting our other rights or remedies, we may suspend the provision of the Services under the Contract or any other contract between us if you become subject to any of the events listed in clause 18.2.2 to clause 18.2.4 or we reasonably believe that you are about to become subject to any of them, or if you fail to pay any amount due under this Contract on the due date for payment.

19.0 CONSEQUENCES OF TERMINATION

On termination or expiry of the Contract for any reason:

19.1.1 you shall immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt;

19.1.2 you shall return all our materials and any deliverables which have not been fully paid for. If you fail to do so, then we may enter your premises and take possession of them. Until they have been returned, you shall be solely responsible for their safekeeping and will not use them for any purpose not connected with this Contract;

19.1.3 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and 19.1.4 clauses which expressly or by implication survive termination or expiry shall continue in full force and effect.

20.0 GENERAL

20.1 **Force majeure.** Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

20.2 Assignment and other dealings.

20.2.1 We may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

20.2.2 You shall not, without our prior written consent, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

20.3 Confidentiality

20.3.1 Each party undertakes that it shall not at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 20.3.2.

20.3.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 20.3; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

20.3.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

20.4 Entire agreement.

20.4.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

20.4.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

20.5 **Variation.** No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

20.6 **Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

20.6.1 waive that or any other right or remedy; or

20.6.2 prevent or restrict the further exercise of that or any other right or remedy.

20.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

20.8 Notices.

20.8.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first-class post or other next working day delivery service, commercial courier, fax or e-mail.

20.8.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 20.8.1; if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.

20.8.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

20.9 **Third parties.** No one other than a party to the Contract shall have any right to enforce any of its terms.

20.10 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

20.11 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

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