

CONDITIONS OF SERVICES

Conditions of Service

1. Interpretation

1.1 In these Conditions:-

‘Client’ means the person who accepts a quotation from the Supplier for the supply of the Specified Service or whose order for the Specified Service is accepted by the Supplier in accordance with these Conditions.

‘Contract’ means the contract for the provision of the Specified Service incorporating these Conditions.

‘Document’ means any document in writing including any film, negative, tape or other device embodying visual images or any other data.

‘Input Material’ means any Document or other material and any data or other information provided by the Client relating to the Specified Service.

‘Output Material’ means any Document or other materials and any data or other information provided by the Supplier relating to the Specified Service.

‘Proposal’ means the quotation or acceptance of order to which these Conditions are appended.

‘Specified Service’ means the service to be provided by the Supplier for the Client referred to in the Proposal.

‘Supplier’ means Translation Management Limited

‘Supplier’s Charges’ means the charges quoted by the Supplier for the Specified Service as set out in the Proposal. All charges quoted are valid for 30 days only or until earlier acceptance by the Client, after which time they may be altered by the Supplier.

1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Supply of Specified Service

2.1 The Supplier shall provide the Specified Service to the Client subject to these Conditions. Any changes or additions to the Specified Service or these Conditions must be agreed in writing by the Supplier and the Client.

2.2 The Client shall at its own expense supply the Supplier with all necessary Documents or other materials and all necessary data or other information relating to the Specified Service within a sufficient time to enable the Supplier to provide the Specified Service in accordance with the contract. The Client shall ensure the accuracy of all Input Material.

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2.3 The Client shall at its own expense retain duplicate copies of all Input Material and insure against its accidental loss or damage. The Supplier shall have no liability for any such loss or damage however caused. All Output Material shall be at the sole risk of the Client from the time of delivery to the Client.

2.4 The Specified Service shall be provided in accordance with the Proposal and subject to these Conditions.

2.5 The Supplier may correct any typographical or other errors or omissions in the Proposal, any promotional literature, quotation or other document relating to the provision of the Specified Service without any liability to the Client.

3. Charges

3.1 Subject to any special terms agreed in writing, the Client shall pay the Supplier's Charges and any additional sums which are agreed between the Supplier and the Client for the provision of the Specified Service or which, in the Supplier's sole discretion, are required as the result of the Client's instructions or lack of instructions, the inaccuracy of any Input Material or any other cause attributable to the Client.

3.2 All charges quoted to the Client for the provision of the Specified Service are exclusive of any value added tax, for which the Client shall be additionally liable at the applicable rate from time to time.

3.3 The Supplier shall be entitled to invoice the Client immediately following the provision of the Specified Service, or at any other time or times agreed with the Client.

3.4 The Supplier's Charges and any additional sums payable shall be paid by the Client (together with any applicable value added tax, and without any set off or other deduction) within 30 days of the date of the Suppliers invoice.

3.5 If payment is not made by the due date, the Supplier shall be entitled without limiting any other rights it may have, to charge interest on the outstanding amount both before and after any judgement) at the rate of 4% above the base rate from time to time

4. Property

4.1 The property and any copyright or other intellectual property rights in:-

4.1.1 Any Input Material shall belong to the Client;

4.1.2 any Output Material shall belong to the Supplier but the Supplier shall assign to the Client any such property or other rights which it may have for no further consideration upon the completion of the Contract subject to payment in full of the Supplier's Charges and any additional sums payable for the Specified Service.

4.2 Any Input Material or other information provided by the Client which is so designated by the Client and any Output Material shall be kept confidential by the Supplier and all Output Material or other information provided by the Supplier which is so designated by the supplier shall be kept confidential by the Client but the foregoing shall not apply to any Document or

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other materials, data or other information which are public knowledge at the time when they are so provided by either party and shall cease to apply if at any future time they become public knowledge through no fault of the other party.

4.3 The Client warrants that any Input Material and its use by the Supplier for the purpose of providing the Specified Service will not infringe the rights of any third party (including intellectual property rights) and the Client shall indemnify the Supplier against any loss, damages, costs, expenses or other claims arising from any such infringement.

4.4 Subject to Condition

4.5 the Supplier warrants that any Output Material and its use by the Client for the purposes of utilising the Specified Service will not infringe the intellectual property rights of any third party and the Supplier shall indemnify the Client against any loss, damages, costs, expenses or other claims arising from any such infringement.

5. Warranties

5.1 The Supplier warrants to the Client that the Specified Service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Proposal and within the times referred to in the Proposal. Time is not of the essence of any Contract.

6. Limitation of liability:

THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

6.1 The Supplier shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Client which are incomplete, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.

6.2 Other than as expressly provided in these Conditions, the Supplier shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Supplier its servants or otherwise) which arise out of or in connection with the Specified Service or its use by the Client and the entire liability of the Supplier under or in connection with the Contract shall not exceed the amount of the Supplier's Charges except as expressly provided in these Conditions.

6.3 Where the Specified Service consists of translation of copy into more than one language but the Supplier is deemed liable to the Client under these Conditions in respect of one language only, the Supplier's liability shall be limited to the charges relating to translation into that language only.

6.4 The Supplier shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Supplier's obligations in relation to the Specified Service if the delay or failure was due to any cause beyond the Supplier's reasonable control.

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6.5 Nothing in this Contract shall limit or exclude the Supplier's liability for:

- (a) Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) Fraud or fraudulent misrepresentation; or
- (c) Breach of the terms

6.6 This clause 6 shall survive termination of the Contract.

7. Termination

7.1 Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any breach of these Conditions, or if the other goes into liquidation or (in the case of an individual) becomes bankrupt, makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed.

8. Data Protection

8.1 "Data Protection Laws" means any applicable data protection or privacy laws.

8.2 The Customer and the Supplier each acknowledge and agree that where a party processes personal data under or in connection with this agreement or any Order it alone determines the purposes and means of such processing as a data controller.

8.3 Each party confirms that it has complied, and will continue to comply, with its obligations relating to personal data that apply to it under applicable Data Protection Laws.

8.4 To the extent the Customer discloses, provides or otherwise makes available, personal data to the Supplier under or in connection with this agreement and/or any Order ("Shared Personal Data"), the Customer acknowledges that:

- (i) It has provided all necessary notices to and where required obtained all necessary consents for that personal data to be disclosed and processed by the Supplier; and
- (ii) It shall not, by act or omission, because the Supplier to violate any Data Protection Laws, notices provided to, or consents obtained from, data subjects as result of processing the Shared Personal Data.

8.5 To the extent of any conflict in relation to personal data between the terms contained in this clause 8 and the terms of this agreement and/or any Order, then the terms of this clause 8 shall prevail to the extent of such conflict.

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9. General

9.1 These Conditions (together with the terms set out in the Proposal) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

9.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing, addressed to the other party at its registered office or principal place of business, or to such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

9.3 No delay or failure by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

9.4 If any provision of these Conditions or the Contract is held by any competent authority to be invalid or unenforceable, in whole or in part, the validity of the other provisions of these Conditions and/or Contract and the remainder of the provision in question shall not be affected.

9.5 Any dispute arising under or in connection with these Conditions, the Contract or the provision of the Specified Service shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of the Law Society.

9.6 English law shall apply to the contract and the parties agree to submit to the exclusive jurisdiction of the English courts.