

## **WordlyWise Language Services Ltd: Client Terms and Conditions**

*(version 1, dated September 2020)*

*The Client's attention is particularly drawn to the provisions of Clause 9 (Liability).*

### **1. Definitions**

For the purposes of these terms and conditions, the following definitions shall apply:

“**Business Days**” means a day (other than a Saturday, Sunday or official public holiday in England) on which banks are generally open for non-automated business in England;

“**Client**” is the party instructing the Company to provide the Services;

“**Company**” shall mean WordlyWise Language Services Ltd, a limited liability company incorporated in England and Wales with its registered address at Office 46, 219 Walworth Road, London, England, SE17 1RL and its company number 09139101;

“**Confidential Information**” means all information and material disclosed after the date of the Engagement by the Company or the Client in connection with the Services;

“**Contract**” means the contract between the Company and the Client for the supply of the Services in accordance with these terms and conditions;

“**Daily Rates**” means the price for the Services calculated for each day the Services are performed (and for the avoidance of doubt the Company shall be entitled to charge for the preparation, terminology study, briefing and connection one hour prior to the performance of the Services and any administration and booking fees associated with the Engagement);

“**Engagement**” means the agreement between the Parties for the provision of the Services, as further detailed in the Contract;

“**Live Services**” means voice-over, voice-over interpretation, live captioning, interpreting services, training, co-hosting for events, project management or any other service which the Company determines to be a “Live Service”;

“**Parties**” means the Company and the Client and “**Party**” shall mean either of the Company or the Client;

“**Professional**” means the individual or individuals performing the Services on behalf of the Company or any sub-contractor, freelancer or equivalent engaged to perform the Services on behalf of the Company;

“**Quote**” means the quote provided by the Company and addressed to the Client in relation to the provision of the Services;

“**Services**” means Live Services and/or Written Services offered by the Company in each case as further detailed in the Contract; and

“**Written Services**” means translation services, audio transcription, video subtitling, proofreading, transcreation or any other service which the Company determines to be a “Written Service”.

Where definitions are used, the singular includes the plural and vice versa as the context shall admit or require.

### **2. General**

This document sets out the terms and conditions on which the Company agrees to provide the Services to the Client. These terms and conditions shall apply to the provision of Services, subject to any variation agreed in writing between the Company and the Client prior to such Services being commenced. The Company shall have the right to delegate the performance of the Services to any sub-contractor, freelancer or equivalent.

### **3. Obligations**

Where applicable in the context of the Services being delivered by the Company, the Client shall provide a safe working environment in which to perform the Services. Any Services exceeding 3 hours shall be separated by a break lasting a minimum of 1.5 hours. Where interpretation services are likely to exceed this 3 hour period, where necessary, the Client shall agree to a replacement Professional continuing the Services.

The Client shall provide the Company and any Professional with access to property, locations and/or internal systems (as applicable) needed to perform the Services including any testing. Subject to the Company giving the Client prior notice, any representative(s) of the Company, including any Professional, shall be permitted to attend such property or location during the Engagement. Where travel is required to provide the Services, travel conditions shall be such that they do not impair the Professional's health or the quality of their work.

Where applicable in the context of the Services being delivered by the Company, the Client shall provide a complete set of documents (including, but not limited to, the programme agenda, minutes of the previous meeting, any texts to be read aloud and reports), in each of the working languages related to the Services as early as possible and, unless agreed otherwise, no later than 15 days before the commencement of the Services.

Where the Services include interpretation:

(a) the Company shall be under no obligation to provide an interpretation of written statements if the Company has not received a copy of the relevant statement earlier than 15 days before the commencement of the Services;

(b) the Company shall not be required to translate any texts unless a separate translation engagement has been agreed as part of the Services;

(c) the services of the Professional providing the interpretation Services shall as a general rule be provided solely for direct and immediate use by the listeners; no recording may be made, either by the listeners or anyone else, without the prior consent of the Company other than the Client making an internal recording of Live Services provided remotely. The interpretation may not be broadcast on radio, television, the internet or any other medium without the prior written consent of the Company. Any re-use of the interpretation, including availability via the internet, shall be subject to the written consent of the Company. The Client shall indemnify the Company against any claims arising from the re-use of the interpretation. When a recording of the interpretation is made, only the

speech given in the room and accompanying documents presented during the meeting are to be considered as original. Any streamed video and audio (including any interpretation via an audio channel) are intended to facilitate communication and do not constitute an authentic record of the proceedings. The Company cannot be held responsible for the accuracy of the expressed opinions, and bear no liability for any loss or damage of any kind whatsoever arising directly or indirectly from the use of the streamed video and audio;

(d) where text is to be read aloud the speaker shall be notified by the Client that the reading speed for a text for which interpretation is to be provided must not exceed 100 words per minute (3 minutes per double-spaced typewritten page); and

(e) for simultaneous interpreting the Client acknowledges that the interpreters work in pairs alternating every 20/30 minutes and the interpreters shall not work alone. Interpretations of films shall not be provided unless the sound is transmitted directly to the Professionals' headphones and unless the film script has been supplied to the Professional beforehand. Any film media must be at a normal speed. The use of television screens shall be subject to advance written consent from the Company and shall be limited to live events.

During the Engagement, the Client shall ensure that it complies with any recognised industry standards (including, without limitation, ISO standards 2603 and 4043 for interpreting services) and accepts that any failure to comply with accepted standards may result in the Services not being performed or being performed in a reduced manner.

Persons not instructed or engaged by the Company shall not be used as interpreters to complement the Professionals or otherwise make use of the interpretation channels of the simultaneous interpretation equipment without the prior consent of the Professional or a representative of the Company. In the event more than one Professional is in attendance then the distribution of work between such Professionals shall be established by those Professionals and the Company.

Where Live Services are delivered remotely:

(a) where PowerPoint presentations or an equivalent software is used, the Client must connect via LAN/Ethernet cable using a suitable connection to access the Services;

(b) simultaneous interpreting may be suspended should the audio and/or video quality used for the delivery of the interpretation be deemed to be insufficient by the Company and/or the Professional;

(c) where ZOOM is used, the Client agrees to check the relevant requirements available at this [link](#) prior to the commencement of the Live Services; and

(d) the Company shall use its reasonable endeavours to prevent any service disruption in connection with the delivery of Live Services.

The Company will endeavour to ensure that it provides the Client with a suitably qualified Professional to perform the Services to an appropriate standard using reasonable care and skill. The Professional shall be

morally responsible for the integrity of their work and the Client agrees not to subject the Professional to undue pressure in performing the Services.

The Company reserves the right to amend the Services if necessary to comply with any applicable law or regulation.

Should any disputes arise in relation to the quality of the Services, the Parties agree to follow the foregoing resolution procedure:

(a) if the Client has any issues with the performance of the Services the Client shall notify the Company in writing as soon as reasonably practicable and in any event within 30 calendar days of the Services being carried out (the "**Redress Period**").

(b) following receipt of such a written notice the Company and the Client shall promptly discuss the Client's concerns and the Company shall thereafter use its reasonable endeavours to seek to resolve the Client's concerns within 30 calendar days following the Redress Period. To the extent such resolution may be achieved by the Company amending any documentation originally delivered by the Company to the Client in connection with the Services, the Company agrees to use its reasonable endeavours to provide one set of amendments to such documentation without charge. Any subsequent additional amendments shall be charged by the Company.

The Company shall not be responsible for any such complaints notified to the Company outside of the Redress Period.

Where the outcome of a dispute is pending, all fees and payments due in accordance with these terms and conditions and the Contract shall still be payable.

#### **4. Acceptance**

A Quote is not an offer and it is only valid for a period of 30 days from its date of issue. Subject to the Quote having not been withdrawn, the Client shall have 30 days to accept the Quote.

Where the Services to be carried out require more than 2 languages, the Client shall provide confirmation to the Company at least 10 Business Days prior to the commencement of Services. Should the commencement of Services be within 7 days of the Engagement, the Services will be deemed to be agreed at short notice and may be subject to additional charges.

Once a Quote has been accepted by the Client and prior to the commencement of the Services the Company shall, provided it has sufficient resources to perform the Services, send to the Client a Contract. On receipt of the Contract the Client shall promptly sign and return it to the Company thereby accepting these terms and conditions.

Should the Client fail to sign and return the Contract and nevertheless continue to instruct the Company to provide the Services (including, without limitation, if the Client communicates to the Company that it accepts the Quote) then the Client shall be deemed to accept the Contract and the terms and conditions set out herein. Notwithstanding the foregoing the acceptance of the Quote by the Client does not oblige the Company to perform the Services set out in the Quote. Only once a

Contract has been signed by the Client and the Company will the Company be obliged to perform the Services set out in the Contract.

## **5. Fees and Expenses**

### General

All fees will be detailed in the Contract. The fees quoted shall apply as of the date of the Contract and shall not be deemed to apply to future engagements between the Client and the Company. Fees are calculated based on Daily Rates and shall be exclusive of VAT, unless otherwise stated in the Contract.

### Test fees

With respect to Live Services, a test fee of 50 Euros (or the equivalent amount in a different denomination) per interpreter will be charged for tests booked prior to the actual event date, payable upon event confirmation as part of the final invoice.

### Translation

Unless otherwise agreed between the Parties, translation fees shall be quoted per 1,000 words of text or per page. Where a word count is not available for the text, the Company shall quote fees per unit or per page. A minimum charge shall apply for texts containing 400 words or less. In certain circumstances the Professional providing the Services may have additional terms and conditions that apply to the delivery of the Services; in such an instance the Company shall promptly notify the Client.

### Interpretation

Interpretation services shall be offered on a half-day basis as a minimum (defined as 3 hours or less) or a full-day basis (defined as up to 7 hours to include travel time, waiting time and attendance). Should the delivery of the Services exceed the allotted time, the Company will charge the Client an additional fee of 150 Euros (or the equivalent amount in a different denomination) per hour, per Professional. The Client shall use its best endeavours to notify the Company that extra hours are likely to be required where possible.

### Surcharge

In the event that Services are provided on a Saturday, a surcharge of 25% shall apply to any fees. A surcharge of 50% shall apply to any fees for Services performed on a Sunday or on a public holiday in England.

### Expenses

The Client agrees that the Company may incur reasonable expenses for public transport in relation to providing the Services together with any other expenses agreed in writing between the Parties.

The Company shall provide relevant receipts to evidence that such expenses were incurred.

Where Live Services are delivered remotely the Client shall be responsible for any costs in relation to the platforms provided and the Client agrees to reimburse the Company and any Professional for any such costs incurred by the Company or a Professional.

Where the Professional uses their own means of transport to provide the Services, travel expenses will be charged at a mileage rate to be agreed between the Client and the Company.

## **6. Payments**

The Company shall be entitled to invoice the Client for the sums payable. Unless otherwise agreed between the Parties, payments shall be made by the Client to the Company no later than 5 Business Days prior to the Services being performed (the “**Due Date**”).

Payments shall be made by bank transfer. Payment can be made by credit card upon request to the Company; an additional charge may apply with respect to costs borne by the Company for use by the Client of this payment method.

All amounts due in accordance with these terms and conditions shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

If the Client fails to make a payment due to the Company by the Due Date, then the Client shall pay interest on the overdue sum from the Due Date until payment of the overdue sum, whether before or after judgment. Interest will accrue each day at a rate of 8% above the Bank of England’s base rate from time to time, but at 8% per year for any period when that base rate is below 0%.

In the event of non-payment or where the invoice has not been settled in full (including any late payment interest) within 30 calendar days of the Due Date, the Company maintains the right to instruct a debt collection agency to recover the outstanding amount together with any costs of recovery.

## **7. Termination**

The Company shall be entitled to terminate the Services, at its sole discretion, on giving 7 days’ written notice or such shorter period as the Company may reasonably determine.

If the Client wishes to terminate all or part of the Engagement it shall notify the Company as soon as reasonably practicable in writing. In such circumstances the following cancellation fees shall apply:

(a) if the Client wishes to cancel all or any part of any Written Services as specified in the Contract or if the Company is unable to provide all or any part of the Written Services to the Client by reason of the Client failing to perform its obligations under these terms and conditions, the Client shall be liable to pay the Company the following:

(i) if the Company receives written notice of termination before the Company has commenced the relevant Written Services, 20% of the total fees specified in the Contract for the applicable Written Services being cancelled; or

(ii) if the Company receives written notice of termination after the Company has commenced the relevant Written Services, the higher of: (x) the fees for the amount of work completed by the Company at the time the Company receives written notice of termination from the Client (calculated at the agreed rate for the applicable Written Services being cancelled as specified in the Contract); and (y) 20% of the total fees specified in the Contract for the applicable Written Services being cancelled.

(b) if the Client wishes to cancel all or any part of the Live Services as specified in the Contract or if the Company is unable to provide all or any part of the Live Services to the Client by reason of the Client failing to perform its obligations under these terms and conditions, the Client shall be liable to pay the Company the following:

(i) if the Company receives written notice of termination on a date which falls more than 10 Business Days prior to the date on which the Company is scheduled to commence the Live Services, 50% of the total fees specified in the Contract for the applicable Live Services being cancelled; or

(ii) if the Company receives written notice of termination on a date which falls less than 10 Business Days prior to the date on which the Company is scheduled to commence the Live Services, 100% of the total fees specified in the Contract for the applicable Live Services being cancelled.

Where the Live Services are cancelled in accordance with this Clause 7, the Client shall pay any reasonable, non-refundable travel expenses properly incurred by the Company and/or the Professional in relation to the Live Services.

## **8. Special terms**

Both Parties shall have the right to agree additional terms. Such terms shall be set out in the Contract.

## **9. Liability**

References to liability in this Clause 9 include every kind of liability arising under or in connection with the Contract and these terms and conditions including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

Any liability incurred by the Company (and its officers, directors, employees, shareholders or agents, including any Professional engaged by it) in relation to the Services shall be capped at the total fee set out in the Contract.

The Company (and its officers, directors, employees, shareholders or agents, including any Professional engaged by it) shall have no liability to the Client for:

(a) any consequential or indirect loss or damage howsoever caused, loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information or loss of or damage to goodwill;

(b) any administrative delays or other delays howsoever caused by the Client which prevent the performance of the Services;

(c) where the Services are performed remotely, any: (i) interruption of service; (ii) data loss; and/or (iii) unauthorised access to personal or confidential data;

(d) any loss, claims, damages, expenses or liability which the Client may have incurred from the Engagement (including any misinterpretation and errors made in performing the Services);

(e) any service performed by a third party (other than a Professional engaged by the Company), third-party changes to any product produced during the Services

and/or Engagement or any difference of opinion or interpretation; or

(f) any accidental loss or damage or public liability at the venue where the Services are delivered by the Company.

In the event of Professionals being unable to deliver a Service the Company shall use reasonable endeavours to provide a replacement. In the event of the Company being unable to provide such a replacement the Company shall only be liable to reimburse the Client for any advance payments made to the Company in respect of the Service that cannot be delivered by the Company. Notwithstanding any other provision in these terms and conditions, these exclusions and limitations of liability shall not apply in respect of: (i) any loss suffered by any person arising out of the fraud and/or fraudulent misrepresentation of the Company; and (ii) the death or personal injury resulting from negligence on the part of the Company.

This Clause 9 shall survive termination of these terms and conditions.

## **10. Confidentiality**

The Parties agree to take reasonable steps to ensure that any Confidential Information remains confidential. The Client consents to the Company disclosing Confidential Information provided by the Client to any Professionals engaged or expected to be engaged to perform the Services or any of the Company's professional advisors. The confidentiality obligations set out in these terms and conditions shall not apply where: (a) either Party has given its prior written consent to the disclosure (such consent not to be unreasonably withheld or delayed); (b) disclosure is required by law or any other governmental or regulatory or tax authority, only after the disclosing party has: (i) provided the other party with prior written notice of any such required disclosure; (ii) consulted with the other party prior to making any disclosure, including in respect of the reasons for and content of the required disclosure; and (iii) taken all steps requested by the other party to prevent the disclosure of Confidential Information such as returning any Confidential Information held by the disclosing party to the other party; or (c) the information is already in, or comes into, the public domain otherwise than through the disclosing party's unauthorised disclosure.

## **11. Data Protection**

Both Parties shall comply with any applicable data protection laws. For the purposes of the Regulation 2016/679/EU on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "GDPR") and applicable United Kingdom data protection laws, the Company may be considered to be a "data processor" (defined in the GDPR as a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller) in respect of personal data processed in the course of the Company's activities. Any personal data collected shall be collected for the purposes of the Engagement and performance of the Services. Any personal data shall be processed lawfully,

fairly and in a transparent manner in relation to the data subject (as defined in the GDPR) and processed securely. The Company is not a data controller for the purposes of the GDPR. The Company may disclose personal data to a Professional where necessary to provide the Services. The privacy notice of the Company is available [here](#).

#### **12. Exclusivity**

The Client agrees with the Company that it shall not instruct any other party to provide similar services to the Services during the term of the Engagement.

#### **13. Non-Solicitation**

During the provision of the Services and for a period of 2 years thereafter, the Client shall not, either directly or indirectly, on its own account or for any other person, solicit, employ or contract with any personnel (including, but not limited to translators, interpreters and Professionals) who have been engaged to provide the Services without the Company's prior written consent. This Clause 13 shall survive termination of these terms and conditions.

#### **14. Changes to the Terms of Business**

The Company may change these terms and conditions. Any such changes shall be notified to the Client within 10 Business Days of the change being made.

#### **15. Notices**

Any notice given to a Party under or in connection with these terms and conditions shall be in writing and shall be delivered by hand, by email to the last known email address of the recipient or by pre-paid first-class post or other next working day delivery service at the last known address of the recipient. Any notice shall be deemed to have been received: (a) if delivered by hand, at the time the notice is left at the address or given to the addressee; (b) if sent by email, at the time of transmission; and (c) if sent by pre-paid first-class post or other next working day delivery service, at 12pm on the second Business Day after posting.

#### **16. Force majeure**

Neither Party shall be in breach of these terms and conditions or the Contract nor liable for delay in performing, or failure to perform, any of its obligations under these terms and conditions or the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

#### **16. Severability**

If any provision of these terms and conditions is held to be void or declared illegal, invalid or unenforceable for any reason, that provision shall be divisible from these terms and conditions and the validity of the remaining provisions shall not be affected.

#### **17. Entire Agreement, non-assignment**

These terms and conditions together with the Contract constitute the entire agreement between the Parties and supersedes and extinguishes all previous agreements,

promises, assurances, warranties, representations and understandings between the Parties, whether written or oral, relating to its subject matter.

The Client acknowledges that in accepting these terms and conditions it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently).

These terms and conditions apply to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. In the event of a conflict between any documents or contractual terms provided to the Company by the Client and the provisions of these terms and conditions and the Contract, then the provisions of these terms and conditions together with the Contract shall prevail.

The Client may not assign or otherwise transfer its rights under these terms and conditions.

#### **18. Third Party Rights**

A person who is not a Party shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these terms and conditions. The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under these terms and conditions are not subject to the consent of any other person.

#### **19. Governing Law and Jurisdiction**

These terms and conditions and any agreements entered into or contemplated by the Parties (including, without limitation, any contractual or non-contractual obligation) arising from or connected with them are governed by English law and any disputes between the Company and the Client are subject to the exclusive jurisdiction of the English courts.