



TERMS OF BUSINESS

TRANSLATION/INTERPRETER SERVICES – CLIENT

1. **DEFINITIONS**

1.1. In these Term of Business (the "**Terms**"), unless the context requires otherwise, the following expressions shall have the following meanings:

"**Assignment**" means, in each instance, such Services as are to be provided to the Client as detailed in the relevant Order Confirmation and "**Translation Assignment**" and "**Interpreter Assignment**" shall be construed as applying only to Assignments for the provision of Translation Services or Interpreter Services as applicable;

"**Charges**" means the charges for the work carried out in relation to each Assignment as set out in the relevant Order Confirmation;

"**Contractors Agreement**" means a translation and interpretation contractor's agreement entered into between the Chamber and a Provider;

"**Delivery Date**" means the date by which any Translation Assignment is to be completed and returned to the Client;

"**Enquiry**" means any request for the provision of Services submitted by the Client to the Chamber from time to time;

"**Individual**" means (where the Provider is a firm or company) any employee of the Provider who is actually to perform an Assignment;

"**Provider**" means the person, firm or corporate body who is sourced by the Chamber to carry out an Assignment for the Client and which has entered into a Contractors Agreement with the Chamber;

"Order Confirmation" means a confirmation of an order for the provision of Services in substantially the form set out in Appendix 1 (as the same may modified by the Chamber from time to time) to be provided by the Chamber to the Client in response to an Enquiry

"Services" means the provision of such English/Foreign Language or Foreign Language/English translation and/or interpretation services (as applicable) as are set out in any Order Confirmation and the terms **"Translation Services"** and **"Interpreter Services"** shall be construed as applying to the relevant services as applicable.

1.2. In these Terms:

- 1.2.1. References to the Chamber and the Client shall include its respective employees, agents, trustees, officers and permitted assigns;
- 1.2.2. Headings are for convenience or reference only and shall not affect its interpretation or construction;
- 1.2.3. Where appropriate, expressions shall be deemed to include the masculine, feminine or plural thereof and vice versa;
- 1.2.4. The words "include" and "including" shall be construed without limitation.

2. THE CONTRACT

- 2.1. The Chamber shall from time to time and in response to Enquiries submitted by the Client use reasonable endeavours to locate a suitable Provider to perform Assignments of such nature as the Client shall notify to the Chamber when making an Enquiry.
- 2.2. For the avoidance of doubt, the Client shall be entitled at any time to obtain any Services from any alternative supplier (save in relation to an Assignment accepted by the Chamber and for which an Order Confirmation has been issued).
- 2.3. All and any business undertaken between the Chamber and the Client relating to the sourcing of Providers to perform Assignments is transacted subject to these Terms, all of which shall be incorporated into each Order Confirmation submitted by the Chamber to the Client. In the event of any conflict between these Terms and any Order Confirmation, these Terms shall prevail unless expressly agreed otherwise in writing by the Chamber. No variation to these Terms shall be valid if made without written consent of an authorised officer of the Chamber.
- 2.4. The acceptance by the Client of an Order Confirmation or the commencement of an Assignment (whichever first occurs) shall be deemed acceptance of and agreement by the Client to these Terms.

3. ORDER CONFIRMATIONS

- 3.1. On receipt of any Enquiry, the Chamber shall within 48 hours of receipt either:
 - 3.1.1. issue an Order Confirmation in the form set out in Appendix 1 confirming the date(s), time(s), location(s) and Charges (as applicable) on and at which the Assignment can be performed; or
 - 3.1.2. if the Chamber is unable to locate a suitable Provider to carry out the Assignment on and at the date(s), time(s), and/or location(s) specified in an Enquiry or by the Delivery Date (as applicable), the Chamber shall notify the Client of the deficiency.
- 3.2. Each Order Confirmation shall constitute a separate contract between the Client and the Chamber, subject to the terms and conditions set out in these Terms.
- 3.3. Where the Chamber is unable to locate a suitable Provider to carry out an Assignment and so notifies the Client in accordance with clause 3.1.2 above, the Chamber may (but shall not be obliged to) propose to the Client alternative date(s), times(s) and/or location(s), or an alternative Delivery Date (as applicable) on, at, or by which a Provider can carry out the Assignment but the Client shall be under no obligation to accept or discuss such proposals with the Chamber. If alternative date(s), time(s) and/or location(s), or an alternative Delivery Date can be agreed, the Chamber will provide an Order Confirmation confirming the revised details.
- 3.4. Unless the Client rejects the Order Confirmation within 48 hours of the date of its receipt, the Client shall be deemed to have accepted the said Order Confirmation

4. CHARGES

- 4.1. The Client agrees to pay to the Chamber the Charges for the provision of the Services as agreed with the Client prior to commencement of the Assignment and set out in the Order Confirmation or, if there is no such agreement, such charges as are reasonable based on the Chamber's most recent Pricing Schedule.
- 4.2. The Charges shall comprise mainly the Provider's rates but shall also include the Chamber's commission (calculated as a percentage of the Provider's rate) together with any other disbursements for travel, hotel and other expenses that have been agreed with the Client, or, if there is no such agreement, such expenses as are reasonable. VAT shall be paid in addition at the prevailing rate where and to the extent applicable.
- 4.3. The Client shall pay to the Chamber the Charges within 14 days of the date of invoice by the Chamber. Any breach of this clause 4.3 shall entitle the Chamber to terminate

without prior notice each and every further Assignment accepted by the Chamber that is yet to commence.

- 4.4. The Chamber reserves the right to charge the Client interest in respect of any amount outstanding after the period for payment set out in clause 4.3 (both before and after any judgement) from the date of invoice up to and including the day of payment at the rate of 2% a year above the base rate of Barclays Bank plc.

5. THE CHAMBER'S OBLIGATIONS AND WARRANTIES

5.1. The Chamber shall:

- 5.1.1. Act dutifully, in good faith and in accordance with generally accepted standards of good practice in identifying a suitable Provider to carry out an Assignment;
- 5.1.2. Ensure that any Provider sourced to the Client in respect of any Assignment has entered into a Contractors Agreement with the Chamber;
- 5.1.3. Accurately communicate to the Provider such details of the Client's requirements as are provided to the Chamber by the Client and, in particular, to notify the Provider of any special skills required for any Assignment as have been notified to it by the Client;
- 5.1.4. Comply with all reasonable rules, policies and procedures of the Client as shall be provided to the Chamber by the Client from time to time and, at the request of the Client, communicate to the Provider such rules, policies and procedures of the Client as may be relevant to the performance of an Assignment;
- 5.1.5. Keep detailed records of all things done by it in relation to all Assignments and at the Client's reasonable request and expense shall make such records available for inspection and/or provide copies to the Client;
- 5.1.6. Make no announcement concerning these Terms, any Assignment, the Client or any ancillary matter without the prior written consent of the Client; and
- 5.1.7. Not use the Client's name in any promotional material without the prior written consent of the Client.

5.2. The Chamber warrants to the Client in respect of each Assignment that it has used reasonable endeavours to ascertain that the Provider is suitably qualified, skilled and experienced to perform the Assignment to the required standard. However, notwithstanding the contents of this clause 5.2, the Client accepts that no warranty as to the suitability of the Provider can be given by the Chamber.

6. THE CLIENT'S OBLIGATIONS

6.1. The Client shall:

- 6.1.1. Specify its exact requirements by providing full details of the Assignment and, in particular, shall notify the Chamber of any special skills required for such Assignment when making an Enquiry;
- 6.1.2. Provide the Chamber with such information and data as the Chamber may reasonably require to enable the Chamber to identify and arrange for the sourcing of a suitable Provider to perform the Assignment;
- 6.1.3. Where the Assignment is an Interpreter Assignment, verify at the time that the Provider or (where applicable) the Individual begins to render services for and on behalf of the Client that the Provider/Individual is suitable for the purposes for which s/he is required and that s/he has the capability to carry out the duties required; and
- 6.1.4. Not allow the Provider or (where applicable) the Individual to undertake any work other than that which has been agreed between the Client and the Chamber as set out in the Order Confirmation.
- 6.2. The Client hereby undertakes to comply with all obligations, duties and regulations (whether statutory or otherwise and without prejudice to the generality of the foregoing those relating to the place, nature or system of work) in any way arising from or directly or indirectly connected with the Assignment to be carried out by the Provider. The Client shall be responsible for obtaining any work and other permits and for ensuring that the Provider satisfies any other qualifications that may be appropriate or required by law.
- 6.3. In the case of Interpreter Assignments, the Client acknowledges that the Individual will be treated as though he is the employee of the Client throughout the duration of the Assignment and undertakes to exercise all supervision, direction and control over the manner, time and place in which each Provider carries out the Assignment.
- 6.4. In the case of Translation Services, the Client shall:
 - 6.4.1. Supply the document(s) for translation by e-mail in Microsoft Word, PDF or other format previously agreed between the Chamber and the Client;;
 - 6.4.2. (Where the document(s) for translation are not provided in the format set out in clause 6.4.1 above or are on paper) pay an additional surcharge of 15% on the quoted rate and all postage, courier or other delivery charges;
 - 6.4.3. Have no grounds for complaint as to the quality of the translation where the Assignment is to be carried out urgently so as to preclude the opportunity for the Provider to revise the text and check the translation.
- 6.5. The Client accepts that translation/interpretation is not an exact science and no two Providers/Individuals will translate/interpret material (whether written or oral) in the same way as each other.

7. COPYRIGHT

- 7.1. The Client accepts that the copyright in all translated material belongs to the Provider until the Client confirms acceptance of an invoice from the Chamber in respect of the relevant Assignment. Once the invoice has been accepted, the copyright shall transfer to the Client and at the Client's expense the Chamber shall use reasonable endeavours to procure that the Provider shall enter into any reasonable documentation as may be reasonably required by the Client to give effect to this clause.

8. LIABILITY

- 8.1. Whilst every effort is made by the Chamber to give satisfaction to the Client by ensuring reasonable standards of skills, integrity and reliability from Providers, and further to source suitable Providers in accordance with the Client's Enquiry, neither the Chamber nor any of its staff shall be liable to the Client for any loss, injury, damage, expense or delay incurred or suffered by the Client arising directly or indirectly from or in any way connected with the conduct of any Assignment by a Provider or with any failure by the Chamber to source a Provider for all or part of the Assignment (save that in the latter case the Client shall be entitled to a reduction or cancellation of the Charges payable under clause 4) and, in particular, but without limitation to the forgoing, any such loss, injury, damage, expense or delay arising from or in any way connected with:

- 8.1.1. Any failure of the Provider or the Individual to meet the requirements of the Client for all or any of the purposes for which s/he/it is required by the Client;
- 8.1.2. Any act or omission of the Provider or the Individual, whether wilful, negligent, fraudulent, dishonest, reckless or otherwise: and
- 8.1.3. Any loss, injury, damage, expense or delay incurred or suffered by a Provider or an Individual;

PROVIDED THAT nothing in this clause 8.1 shall be construed as purporting to exclude or restrict any liability of the Chamber to the Client for personal injury or death resulting from negligence (as defined in the Unfair Contract Terms Act 1977) nor any statutory liability or any exclusion or limitation which is prohibited by law.

- 8.2. Providers sourced by the Chamber and Individuals supplied by such Providers to perform Assignments are engaged under contracts for services. They are not the employees of the Chamber. In particular, where Individuals are provided to perform an Interpreter Assignment, they are deemed to be under the supervision, direction and control of the Client from the time they report to take up their duties and for the duration of the Assignment. The Client agrees to be responsible for all acts, errors or omissions of the Individual, whether wilful, negligent or otherwise as though the Individual were on the

payroll of the Client. The Client will also comply in all respects with all statutes including, for the avoidance of doubt, the working time regulations, Health and Safety at Work Act etc, by-laws, codes of practice and legal requirements to which the Client is ordinarily subject in respect of the Client's own staff (other than relating to PAYE and National Insurance), including in particular the provision of adequate Employer's and Public Liability Insurance cover for the Individual during all Assignments.

8.3. The Client hereby undertakes to indemnify the Chamber in respect of any and all liability of the Chamber for:

8.3.1. Any loss, injury, expense or delay suffered or incurred by a Provider or Individual in the performance of an Assignment, howsoever caused (including pursuant to non-compliance with clause 8.2 above);

8.3.2. Any loss, injury, damage, expense or delay suffered or incurred by anyone arising directly or indirectly from or in any way connected with the acts or omissions of a Provider or an Individual in the performance of an Assignment, whether wilful, reckless, fraudulent, negligent, dishonest or otherwise; and

8.3.3. Any loss, injury or delay suffered or incurred by the Chamber as a result of any act or omission of the Client.

8.4. In the case of Interpreter Assignments, in the event that at any time prior to the commencement of an accepted Assignment, a Provider notifies the Chamber that the Provider or the Individual actually to perform such Assignment will be unable to fulfil such Assignment, the Chamber shall use all reasonable endeavours to source an alternative Provider to carry out the Assignment on substantially the same terms as the original Provider. However, the Client accepts that the Chamber shall in no circumstances be liable for any loss, injury, damage, expense or delay incurred or suffered by the Client arising directly or indirectly from or in any way connected with the inability of the Chamber to find an alternative Provider to perform such Assignment.

8.5. The Client expressly acknowledges that the limitations and exclusions or the obligations and liabilities of the Chamber set out in this clause 8 are reasonable and reflected in the charges payable to the Chamber hereunder and shall accept risk and/or insure accordingly.

8.6. The provisions of this clause 8 shall survive the termination of the agreement set out in these Terms for whatever reason.

9. CONFIDENTIALITY

9.1. The Chamber hereby undertakes that:

- 9.1.1. it shall keep, and shall procure (as appropriate) that its directors, employees and officers shall keep, secret and confidential and not disclose all or any information or material of a technical, confidential, sensitive or business nature or relating in any way to these Terms, any Assignment or the business, products, service, clients, members, business opportunities, contractual arrangements or other dealings, transactions or affairs of the Client or of any third party which may come to the knowledge of the Chamber in connection with the performance of any Assignment;
- 9.1.2. it shall ensure that only Providers who have entered into a confidentiality undertaking with the Chamber and in favour of the Client in substantially the same form as is contained in clause 9.1.1 above shall conduct Assignments for the Client.
- 9.2. This clause 9 shall survive termination of the contract made pursuant to these Terms for any reason.

10. TERMINATION

- 10.1. These Terms and any contract made pursuant to these Terms may be terminated immediately by service of written notice by either party if the other:
- 10.1.1. Is in material breach of these Terms and/or any contract made pursuant to these Terms and shall fail to remedy such breach (if the same is capable of remedy) within such reasonable period as circumstances may dictate of being required by written notice to do so; or
- 10.1.2. Enters into a deed of arrangement or shall become insolvent or has a receiver, administrative receiver or administrator appointed over whole or any part of its assets or documents are filed with a court or competent jurisdiction for the appointment of an administrator over any part of its assets, or notice of intention to appoint an administrator is given by its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule 1 to the Insolvency Act 1986); or
- 10.1.3. Goes into liquidation (whether compulsory or voluntary) otherwise than for the purposes of bona fide amalgamation or reconstruction or if an interim order is applied for or made or a voluntary arrangement approved if a petition for bankruptcy is presented or bankruptcy order is made or if any arrangement is made with the others creditors or if the Client is unable to pay its debts as they fall due in accordance with Section 123 Insolvency Act 1986 or other such similar steps are taken in consequence of the Client being unable to pay its debts; or
- 10.1.4. Takes or suffers anything similar or analogous to any of the foregoing in consequence of debt in any jurisdiction.

- 10.2. If the Client reasonably considers that the Services of a Provider and/or an Individual are unsatisfactory, the Client may terminate the Assignment whether by instructing the Provider and/or the Individual to cease the Assignment immediately or by directing the Chamber to inform the Provider of such termination on the Client's behalf. The Chamber may, in such circumstances, reduce or cancel the Charges for work carried out pursuant to the Assignment provided that:
- 10.2.1. Where the Assignment is an Interpreter Assignment, the Assignment terminates within 2 hours of the Individual commencing the Assignment;
- 10.2.2. Where the Assignment is a Translation Assignment, notification of the unsuitability of translated material is confirmed in writing to the Chamber within 48 hours of the return of such translated material by the Chamber to the Client.
- 10.3. In the case of an Interpreter Assignment the Client shall notify the Chamber immediately and without delay and in any event within 2 hours if:
- 10.3.1. The Individual fails to attend on the date, time and place specified for performance of the Assignment; or
- 10.3.2. The Provider notifies the Client that the Provider is unable to perform the Assignment for any reason.
- 10.4. Termination of any contract made pursuant to these Terms for whatever reason shall not affect the accrued rights of the parties arising in any way out of such contract as at the date of termination and in particular, but without limitation, the right to recover damages against the other and all provisions which are expressed to survive such termination shall remain in full force and effect.

11. GENERAL

- 11.1. Failure by either party at any time to enforce any of the provisions of any contract made pursuant to these Terms shall not be construed as a waiver by the other of any such provisions or in any way affect the validity of these Terms or any part thereof.
- 11.2. Neither party shall be liable to the other for any loss, damage, cost or expense which may be suffered by the other party as a result of any failure to perform its obligations under these Terms as a result of any circumstances outside its reasonable control.
- 11.3. Any notice required to be given under these Terms shall be in writing and shall be sent by first class post or by facsimile transmission to the address as has been notified to the other party in writing from time to time. Any notice sent personally shall be delivered at the time of delivery, any notice sent by post shall be deemed to have been delivered 48 hours

following its dispatch and any notice sent by facsimile transmission shall be deemed to have been delivered at the time of delivery provided that delivery occurs during the hours of 9am to 5pm on a normal working day for the Chamber and if delivered outside such hours shall be deemed delivered on the first working day of the Chamber following its delivery.

- 11.4. The illegality, invalidity or enforceability of any clause or part of these Terms shall not affect the legality, validity or enforceability of the remainder.
- 11.5. Each contract made pursuant to these Terms is made for the benefit of the parties and their successors and permitted assigns and is not intended to benefit or create any right enforceable by any person who is not a party to it (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise).
- 11.6. These Terms shall be governed by and interpreted in accordance with the laws of England and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts.

APPENDIX

ORDER CONFIRMATION

Client: Name:
Address:

E-mail:
Day telephone:
Evening/weekend telephone:

Services Required:

Delivery

For Translation Services: Delivery Date:

For Interpretation Services: Date:

Time:

Location:

Charges: Assignment 1:

Assignment 2:

Assignment 3:

The Chamber agrees to supply or procure the supply to the Client of the Services detailed in this Order Confirmation in accordance with the terms and conditions set out overleaf.

Date:

Signed by Client:

Signed by Chamber: