

LINK TRANSLATION BUREAU LIMITED

TERMS OF BUSINESS

Link Translation Bureau Limited ("Link") is engaged in the business of the provision of translation, interpretation, language tutoring services, desk top publishing and word processing services (the "Services") and shall provide any such Services upon the terms and conditions set out below. These terms shall apply to all contracts made between Link and its Clients ("the Clients") whether written or oral, and whether these terms are expressly mentioned or not. No alteration or qualification of these terms whether issued by the Client or contained in the Client's instructions or otherwise shall be effective unless expressly accepted by a Director of Link in writing and no order or request for Services shall be binding upon Link unless accepted in writing by Link. Link shall at all times be entitled to subcontract part or all of the Services to an independent contractor/freelance translator or interpreter who shall carry out the Services in accordance with Link's General Conditions for Freelance Translators and Interpreters.

**1. Liability**

- 1.1 Link shall exercise reasonable care and skill in performing its Services. In the provision of the Services, except in respect of death or personal injury caused by Link's negligence, Link shall not be liable to the Client by reason of any representation, 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 or damage (whether directly arising or consequential or in respect of loss of property or otherwise) costs expenses or other claims for compensation whatsoever (whether caused by the negligence of Link its employees agents or otherwise) howsoever arising or any consequences arising there from to a value in excess of the cost of the Services provided such cost being determined by reference to Link's normal charging criteria.
- 1.2 While Link will endeavour to provide accurate translations, no liability can be accepted for any difference in style or impact (including, without prejudice to the generality of the foregoing, advertising or sales impact) between a translation and the original text.
- 1.3 Link shall not be liable for loss or damage howsoever arising to any documents papers or other property supplied by the Client and such documents papers or other property shall be held by Link entirely at the Client's risk.
- 1.4 Link shall not be liable for any errors not corrected by the Client or any amendments or modifications made by the Client to proofs or texts submitted for approval to the Client by Link or the use of the Services for any purpose other than the purpose specified to Link by the Client in writing.
- 1.5 Link will make every endeavour to complete the Services within the time quoted however any date quoted for completion of the Services or delivery of the finished work is approximate and Link shall not be liable for any delay in completion or delivery of the Services howsoever caused and time shall not be of the essence to this contract.
- 1.6 Link shall not be liable for any errors, omissions or ambiguity arising from errors, omissions or ambiguity in or the poor quality of the original text submitted for translation,

**2. Payment**

- 2.1 Fee quotations shall remain valid for a period of 24 hours and thereafter shall lapse unless otherwise stated in writing.
- 2.2 All prices quoted are exclusive of VAT.
- 2.3 Link shall provide quotations only against those documents seen by Link. Quotations provided prior to sight of the text to be translated are subject to confirmation of price on receipt of the documents to be translated.
- 2.4 Fees are payable within 28 days of the date of invoice.
- 2.5 If the Client fails to make any payment on the due date without prejudice to any other right or remedy available to Link Link shall be entitled to charge the Client interest (both before and after any judgment) on the amount unpaid at the rate of 3% per annum above the base lending rate of the Royal Bank of Scotland plc (from time to time) from the date of the invoice until payment in full is made.
- 2.6 Payment shall be made in full in all cases without deduction or other setoff.
- 2.7 Link reserves the right:
- 2.7.1 In addition to the quoted fee to charge the Client any additional fee in connection with extra work occasioned by circumstances which arise and which could not reasonably have been foreseen at the time of the proposal. Link undertakes to advise the Client of any such circumstances and the work required before undertaking the additional work incurring any additional expense.
- 2.7.2 To require payment for the Services at the time of ordering unless Link has agreed to supply on credit terms in which case the terms of subclasses 2.4 and 2.5 will apply.
- 2.8 The Client shall reimburse Link in respect of all expenses as shall be reasonably and necessarily incurred for the proper performance of the work being carried out on the Client's behalf.
- 2.9 In the event of the Client cancelling the Services the Client will be liable to pay for all completed work up to cancellation and for all other costs and expenses which may accrue as a result of such cancellation.

**3. Confidentiality**

- 3.1 Link agrees to treat as secret and confidential and not at any time for any reason to disclose or permit to be disclosed to any third party information relating solely to the Client which is not in the public domain except with the Client's consent.
- 3.2 Link agrees to keep and to ensure that its personnel shall keep the confidential information, the documents and all other matters arising or coming to their attention in connection with the provision of the Services secret and confidential,

**4. Link's Rights**

- 4.1 Link shall be entitled to decline to translate any text which it considers to be illegal defamatory or offensive.

**5. Termination**

- 5.1 This assignment shall terminate automatically on completion of the assignment by Link but such termination shall be without prejudice to any provision of these terms intended to operate thereafter.
- 5.2 Without prejudice to any other rights it may have either party shall be entitled forthwith to terminate the assignment by written notice to the other if:
- 5.2.1 the other party commits any breach of any of the provisions of these terms and, in the case of a breach capable of remedy, fails to remedy the same within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;
- 5.2.2 an encumbrancer takes possession or a receiver is appointed over any of the property or assets of that other party;
- 5.2.3 the other party makes any voluntary arrangement with its creditors or becomes subject to an administration order;
- 5.2.4 the other party goes into liquidation;
- 5.2.5 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to that other party;
- 5.2.6 the other party ceases, or threatens to cease, to carry on business
- 5.3 Termination of the assignment for whatever reason shall not affect the accrued rights of the parties arising in any way out of these terms 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 termination of the assignment shall remain in force and effect
- 5.4 Upon termination of the assignment for any reason each party shall forthwith return to the other all documents and papers belonging to the other

**6. Intellectual Property**

- The Client warrants that it has and grants to Link permission to carry out any of the Services required by the Client and shall indemnify Link in full against any costs claims or expenses incurred directly or indirectly howsoever arising from the translation of any libellous matter, breach of copyright or infringement of any other intellectual property right

**7. Jurisdiction**

- 7.1 The validity construction and performance of these terms and the contract for the provision of Services by Link shall be governed by the Laws of England and Wales and the Client irrevocably submits to the exclusive jurisdiction of the English Courts.

**8. Force majeure**

- 8.1 Link shall not be in breach of these terms if there is any total or partial failure of performance by it of its duties and obligations occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining any raw materials, energy or other supplies, labour disputes of whatever nature or by any other reason beyond the control of Link.

**9. Copyright**

- 9.1 Pursuant to the Copyright Designs & Patents Act copyright subsists in the translation of any text and where Link is the proprietor of any copyright in the Services, Link in agreeing to supply the Services impliedly licences insofar as it is able to do so the reproduction and publication of those Services. However, in the event that payment by the Client is not received in accordance with these terms and conditions the said licence shall automatically be revoked and the Client shall not be at liberty to make use of any Services in which the copyright is vested in Link.

**10. General**

- 10.1 Link shall keep detailed records of all things done by it in relation to the provision of its Services for a period of twelve months from completion of the Services and at the Client's request shall make them available for inspection and/or provide copies to the Client.
- 10.2 Any property of the Client in the possession of Link shall be destroyed or otherwise disposed of following twelve months from completion of the Services in the event of such property not being reclaimed by the Client at that time.
- 10.3 Any notice required or authorised to be given by either party under these terms to the other party shall be in writing and shall be sent by registered post postage prepaid addressed to the other party at such address as may be specified by the parties hereto and any such notice shall operate and be deemed to have been served on the date following the posting and in proving such Service it shall be sufficient to show that the envelope containing the notice was properly addressed and posted by prepaid registered post.