

Interpreting Terms and Conditions

Definitions

The Client means any individual or company to which Kwintessential provides The Interpreter.

Charges mean the charges payable by the Client for The Interpreter in accordance with clause 4.

Contract means the contract between Kwintessential and The Client under which Kwintessential provides The Client with The Interpreter, and comprises the Order, Kwintessential's written acceptance of the Order and these terms and conditions.

Kwintessential means Kwintessential Limited and any group company of Kwintessential Limited.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

Order means The Client's order for the Interpreter as set out in the Client's written acceptance of Kwintessential's quotation or in The Client's purchase order form as the case may be.

The Interpreter means the individual(s) providing interpretation (and occasionally translating) services to The Client in the normal course of business according to the instructions of Kwintessential.

Interpreting Assignment means the provision of translating services by The Interpreter to The Client at a place and time requested by The Client. As a part of the Interpreting Assignment, The

Interpreter may also be required to provide a Translation.

Translation means the preparation by The Interpreter of a translation in written form from one language (source) into another language (target) or any other translation-related task such as revising, editing and proofreading but not copywriting or adaptation.

1 Basis of Contract

- 1.1 The Order constitutes an offer by The Client to purchase the services of The Interpreter from Kwintessential to complete an Interpreting Assignment in accordance with these terms and conditions, as amended from time to time.
- 1.2 The Order shall only be deemed to be accepted when Kwintessential issues written acceptance of the Order, at which point the Contract shall come into existence. Quotations are given for guidance only and are not binding on Kwintessential.
- 1.3 The Contract constitutes the entire agreement between the parties and The Client acknowledges that that it has not relied on any statement, promise or representation made or given by or on behalf of Kwintessential that is not set out in the Contract. All other terms and conditions appearing, referred to or implied in the Order by The Client shall have no effect.

2 Provision of Interpreter

- 2.1 Kwintessential shall use reasonable skill and care, in accordance with industry standards and the terms of the Order, to provide The Client with an Interpreter who has mother-tongue fluency in the languages of the Interpretation Assignment. Kwintessential shall use all reasonable endeavours to honour the start time of an Interpreting Assignment.
- 2.2 Notwithstanding paragraph 2.1, where any delay to the commencement of the Interpreting Assignment has been caused by The



Interpreter or Kwintessential but that, in the reasonable opinion of Kwintessential, does not prevent the Interpreting Assignment continuing, The Client shall not be entitled to repudiate the Contract or withhold payment of the Charges. Time shall not be of the essence for the provision of any Translation by The Interpreter under the Contract.

3 The Client's Obligations

- 3.1 The Client shall ensure that the terms of the Order are complete and accurate.
- 3.2 The Client shall co-operate with Kwintessential in all matters relating to the provision of The Interpreter.

4 Charges and Payment

- 4.1 Unless otherwise stated the Charges shall be expressed in sterling (GBP) and are exclusive of value added tax and any other tax or duty. As well as the Charges, Kwintessential shall invoice The Client for all appropriate taxes and expenses which Kwintessential is liable to collect.
- 4.2 Charges shall be calculated based on The Interpreter's hourly rate (and hourly travel rate) and, in the case of a Translation, based on Kwintessential's relevant Translation charge per 1000 words, or otherwise as stated in the Order.
- 4.3 No discount shall be applied if the Interpreting Assignment is completed in less time than The Interpreter was booked for.
- 4.4 Kwintessential shall invoice The Client for the Charges upon completion of the Interpreting Assignment. Where an Interpreting Assignment is being completed in stages and/or over a period of 60 days or more, Kwintessential reserves the right to invoice the Client upon completion of each stage of the work, or at monthly intervals.
- 4.5 The Client shall pay the Charges within 30 days of the date of the invoice (**Due Date**), in full and cleared funds to a bank account nominated in writing by Kwintessential.
- 4.6 The Client shall pay the Charges in full without any deduction or withholding except as required by law and The Client shall not be entitled to assert any credit, set-off or counterclaim against Kwintessential in order to justify withholding payment of the Charges in whole or in part.

4.7 Time for payment of the Charges shall be of the essence in the Contract. Without limiting any other right or remedy of Kwintessential, if The Client fails to make payment of the Charges by the Due Date, Kwintessential shall have the right to charge interest on the overdue amount at the rate of 10% per annum above the then current Bank of England's base rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.

4.8 If The Client fails to pay the Charges by the Due Date, Kwintessential shall be entitled to suspend further work both on the same Order and on any other Orders without any prejudice to any other rights it may have.

4.9 If the Charges remain outstanding for over 120 days after the Due Date, Kwintessential reserves the right to immediately commence legal proceedings in order to recover the Charges, administrative fees and interest incurred, and it shall also seek to recover the costs of those proceedings from The Client.

4.10 Discounts agreed in the Contract are only applicable if the Charges are paid by Due Date and shall not apply thereafter.

5 Cancellation:

- 5.1 If for any reason The Client cancels an Order or an Interpreting Assignment cannot be completed due to an act or omission of The Client, The Client must give written notice of this to Kwintessential as soon as possible.
- 5.2 If the Client gives Kwintessential less than 7 days' notice of such a cancellation, The Client shall pay the Charges in full.
- 5.3 If The Client gives from 7 to 14 days' notice of such a cancellation, 50% of the Charges shall be payable by The Client.
- 5.4 In case of Kwintessential or the Interpreter being unable to complete the Interpreter Assignment because of a Force Majeure event (including without limit strike, lockout, industrial dispute, civil commotion, natural disaster, acts of war and any other situation which can be shown to have materially affected Kwintessential's ability to meet the Order as agreed), Kwintessential shall notify The Client without delay, indicating the circumstances. Force Majeure shall entitle both Kwintessential and The Client to withdraw from the Contract.



5.5 Any termination of the Contract shall not prejudice any rights or remedies which may have accrued to either party.

6 Intellectual Property

6.1 The Client warrants, represents and undertakes that the source materials submitted for the Translation do not contain any obscene, blasphemous or libelous content and do not infringe the Intellectual Property Rights of any third party and that the Translation by Kwintessential will not infringe the Intellectual Property Rights of any third party.

6.2 The Client agrees to indemnify Kwintessential and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by Kwintessential, or for which it may become liable, with respect to any Intellectual Property Rights infringement claim or other claim (including defamation, libel and so on) relating to the Contract.

7 Confidentiality

7.1 Source materials provided to Kwintessential for the Interpreting Assignment and the Translation (and therefore the target materials also) shall not be deemed to be confidential unless expressly stated to be confidential in the Order.

7.2 Notwithstanding clause 7.1 Kwintessential and The Interpreter shall at all times exercise due discretion in respect of disclosure to any third party of any information contained within The Client's source materials, and in the translated materials.

7.3 Where The Client informs Kwintessential that the source materials contain confidential information, Kwintessential shall only consult third parties over specific Translation terminology queries, and shall do so provided that there is no disclosure of confidential information.

7.4 A party (whether Kwintessential, The Interpreter or The Client) (the **Receiving Party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by another party (the **Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of

such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 7 shall survive termination of the Contract.

8 Satisfaction with Services

8.1 Any issues relating to the Interpretation Assignment must be notified in writing to Kwintessential within 3 working days of the day of that particular issue (a **Interpretation Complaint**).

8.2 Any discrepancies, mistakes or queries relating to the Translation must be notified in writing to Kwintessential within 3 working days of receipt of the translated material (a **Translation Complaint**).

8.3 If no Interpretation Complaint and/or no Translation Complaint (both a **Complaint**) are received within this period, the Interpretation Assignment and Translation shall be deemed to be accurate and entirely satisfactory to The Client.

8.4 A Complaint must be submitted in a manner that clearly explains the nature of the Complaint and therefore evidence of any perceived issues or inaccuracies must be given. Upon receipt, Kwintessential shall assess the grounds of the Complaint and rectify as it sees fit and to its own satisfaction.

8.5 In no circumstances shall Payment of the Charges under the Contract be delayed by a Complaint.

8.6 The Client acknowledges that interpreting and translating can be subjective processes and that The Interpreter may express a meaning using different vocabulary or sentence structures from that used by The Client if it had interpreted/ translated the source material. The Client may have "personal preferences" of language which may be stylistic or based on the Client's familiarity with industry specific terminology. The Interpreter will utilize reference materials and glossaries (as far as commercially reasonable) and will endeavour to use the most appropriate style and terminology. However, The Client is not entitled to assume that Kwintessential possesses the specific knowledge of sector-specific terminology of The Client. It is the



responsibility of The Client to inform Kwintessential of any stylistic or vocabulary preferences within the Order.

9 Kwintessential's Responsibility and Liability

- 9.1 If The Interpreter is unable to attend the agreed assignment Kwintessential will attempt to replace The Interpreter with another of equal experience and qualifications. However, this will not always be possible.
- 9.2 Kwintessential shall not be held responsible for any costs, fees or liabilities incurred by The Client resulting from The Interpreter being unable to attend an Interpreter Assignment.
- 9.3 Unless specified otherwise, an Interpretation Assignment and Translation shall be deemed to be 'for information' quality only. No terms, conditions or warranties, whether express or implied, about the quality or fitness for purpose of the work of The Interpreter shall be incorporated into the Contract. Kwintessential does not warrant that the work of The Interpreter will meet The Client's specific requirements and, unless otherwise agreed, does not warrant that the Translation will be uninterrupted or error free.
- 9.4 Kwintessential shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract.
- 9.5 Kwintessential's total liability to the Client in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount of Charges due under the Contract.
- 9.6 All documents or any other property supplied to Kwintessential by The Client will be held or dealt with by Kwintessential at The Client's risk and Kwintessential shall not be responsible for the consequential loss or damage thereto.

10 The Client's Responsibility and Liability

- 10.1 Unless otherwise agreed by Kwintessential, The Client agrees (and for the purposes of this clause also any associated companies of The Client) that it shall not, for a period of one year after termination of the Contract, either directly or indirectly, on its

own account or for any other person, firm or company, solicit, employ, endeavour to entice away from Kwintessential or use the services of The Interpreter(s) who completed the Interpretation Assignment. In the event of The Client breaching this clause, it shall pay Kwintessential (and shall indemnify Kwintessential on demand for the same) an amount equal to both the aggregate remuneration paid by Kwintessential to The Interpreter for the year immediately prior to the date on which The Client employed or used the services of The Interpreter and the equivalent of a full year's pro-rated pay for any money paid to The Interpreter by The Client.

- 10.2 In the event that The Client requires Kwintessential and/or The Interpreters to provide the Services on The Client's premises, or any other premises, The Client shall indemnify Kwintessential (which for the purposes of this clause includes Kwintessential's employees, agents and sub-contractors) on demand, and keep Kwintessential indemnified, from all losses, damages, injury, costs and expenses of whatever nature suffered by Kwintessential to the extent that the same are caused by or related to any failure on the Client's behalf to:

- 10.2.1 assign members of staff with suitable skills and experience to be responsible for Kwintessential activities;
- 10.2.2 provide such access to premises, interpretation systems and other facilities which may be reasonably required;
- 10.2.3 provide such information as may be required by Kwintessential to carry out its duties under the Contract and ensure all such information is correct and accurate; and
- 10.2.4 ensure that all necessary safety and security precautions are in place at the designated premises.

- 10.3 Kwintessential shall be entitled to charge The Client for any additional costs and expenses which may be incurred as a result of any hazardous conditions or material encountered at the designated premises.

11 Miscellaneous

- 11.1 If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and



enforceability of the other provisions of the Contract shall not be affected.

11.2 A person who is not party to this Contract shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

11.3 This Contract shall be governed and construed in accordance with the Laws of England and Wales and shall be subject to the exclusive jurisdiction of the Court of England.



Kwintessential Ltd, Unit One, Crewkerne Business Park, Crewkerne, Somerset TA18 7HJ
Tel: 01460 279 900 Fax: 0870 123 6273 Email: info@kwintessential.co.uk
Company Number : 5065250 VAT : 835 6140 33