STANDARD SERVICE TERMS AND CONDITIONS

BACKGROUND:

Accent on type Ltd t/a WorldAccent (the "Service Provider") provides language services to business clients. The Service Provider has reasonable skill, knowledge, and experience in that field. These Terms and Conditions shall form the basis of contracts for the provision of services by the Service Provider to its clients.

1. **Definitions and Interpretation**

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Applicable Laws"	means all laws, statutes, regulations, and similar instruments from time to time in force applicable to the Parties, the Services, and to the Contract;
"Business Day"	means any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in England;
"Business Hours"	means 9:30 a.m. to 5:30 p.m. on a Business Day;
"Calendar Day"	means any day including Saturday, Sunday and public holidays;
"Client"	means the party procuring the Services from the Service Provider under the Contract;
"Client Materials"	means any and all information, documents, and other materials provided by the Client to the Service Provider in relation to the provision of the Services;
"Commencement Date"	means the date on which the Contract shall enter into effect, as set out in Clause 2 (Basis of Contract);
"Confidential Information"	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with the Contract (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
"Contract"	means the contract entered into by the Service Provider and the Client for the provision of Services in accordance with and on the basis of these Terms and Conditions;

"Data Protection Legislation"	means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR (as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018; the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended;
"Fees"	means any and all sums due under the Contract from the Client to the Service Provider in consideration of the Services, as set out in Clause 5 (Fees, Payment, and Records);
"Intellectual Property Rights"	means patents, rights to inventions, copyright and related rights, moral rights, trade marks, service marks, business names, domain names, rights in get-up and trade dress, goodwill and the right to passing off actions, design rights, database rights, rights subsisting in software, rights to use confidential information and the right to protect the same, and any and all other intellectual property rights, whether registered or unregistered, including applications and the right to apply for (and be granted) renewals or extensions of, and rights to claim priority from, any such rights and any and all equivalent rights or other forms of protection subsisting now or in the future anywhere in the world;
"Order"	means the Client's order for the Services as set out in the Client's written acceptance of the Service Provider's quotation;
"Services"	means the services to be provided by the Service Provider to the Client in accordance with the Contract, as fully defined in the Specification;
"Specification"	means the full description and specification of the Services as agreed in writing by the Client and the Service Provider.

1.2 Any reference to "writing", and any similar expression, includes a reference to any communication sent by email.

1.3 Unless expressly stated otherwise, legislation or a provision thereof is a reference to that legislation or provision as amended or re-enacted from time to time.

1.4 Unless expressly stated otherwise, legislation or a provision thereof, shall include all subordinate legislation made from time to time under that legislation or provision.

1.5 A reference to "these Terms and Conditions" is a reference to these Terms and Conditions as amended or supplemented at the relevant time.

1.6 A reference to "the Contract" is a reference to the contract between the Parties as defined above in sub-Clause 1.1 and further set out below in Clause 2

(Basis of Contract).

1.7 A reference to a "Party" or the "Parties" refer to the parties to the Contract.

1.8 A reference to any other agreement or document is a reference to that agreement or document as amended or supplemented at the relevant time.

1.9 Any obligation on either Party not to do a particular thing includes an obligation to not allow that thing to be done.

1.10 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of the Contract.

1.11 Words communicating the singular number shall include the plural and vice versa.

1.12 References to any gender shall include any other gender.

1.13 References to persons shall include natural persons, corporate, or unincorporated bodies (whether or not the same have a separate legal personality).

1.14 References to a company shall include companies, corporations, or other bodies corporate, however so and wherever incorporated or established.

2. Basis of Contract

2.1 An Order shall constitute a contractual offer by the Client to procure Services from the Service Provider in accordance with and on the basis of these Terms and Conditions.

2.2 An Order shall be deemed to be accepted by the Service Provider upon the Service Provider's issuing its acceptance of that Order in writing.

2.3 Upon the Service Provider's issuing of written acceptance under sub-Clause 2.2, a Contract shall come into existence between the Client and the Service Provider. The date of the Service Provider's written acceptance shall be the Commencement Date of the Contract.

2.4 These Terms and Conditions, alongside the Service Level Agreement for Translation Services (Annexe A), shall form the basis of the Contract. Subject to Clause 18 (Variation), any other terms that the Client seeks to impose or incorporate into the Contract, or which are implied by trade custom, practice, or course of dealing shall be excluded from the Contract.

2.5 No advertising, promotional literature, descriptive matter, drawings, samples, catalogues, brochures, or similar material issued or published by the Service Provider in any format or medium shall form part of the Contract or have any contractual force. Such material is provided by the Service Provider only for promotional purposes and for providing an approximate description of the services available from the Service Provider.

2.6 Quotations issued by the Service Provider shall not constitute a contractual offer capable of acceptance. Quotations are valid for a period of 90 Calendar Days only from the date of issue.

3. Provision of the Services and Service Provider's Obligations

3.1 With effect from the Commencement Date, the Service Provider shall, throughout the term of the Contract, provide the Services to the Client.

3.2 The Service Provider shall ensure that the Services conform at all times with the Specification in all material respects.

3.3 The Service Provider shall provide the Services with reasonable skill and care, commensurate with prevailing standards in the language services sector in the United Kingdom.

3.4 The Service Provider shall use reasonable endeavours to meet any performance dates set out in the Order or as the Client may notify to the Service Provider from time to time. Such dates shall be estimates only, however, and time shall not be of the essence in the provision of the Services.

3.5 The Service Provider shall act in accordance with all reasonable instructions issued by the Client provided that such instructions are compatible with the Specification.

3.6 The Service Provider shall ensure that any and all of its personnel involved in the provision of the Services are suitably skilled, qualified, and experienced to perform the part(s) of the Services to which they are assigned.

3.7 The Service Provider shall use any Client Materials provided by the Client from time to time only to the extent reasonably necessary for and only for the purposes of the provision of the Services. The Service Provider shall hold any and all Client Materials in safe custody, at its own risk, and shall maintain the same in good condition. The Service Provider shall return or dispose of Client Materials in its possession at the Client's option and on the Client's written instruction.

4. Client's Obligations

4.1 The Client shall ensure that all information that it provides in the Order shall be complete and accurate.

4.2 The Client shall provide:

a) all co-operation that is reasonably required by the Service Provider to enable the Service Provider to provide the Services;

b) any and all Client Materials that are agreed upon by the Parties or as otherwise reasonably required from time to time by the Service Provider together with any necessary written authorisation and instructions relating to the Client Materials, to enable the Service Provider to provide the Services;

4.3 The Client may from time to time issue reasonable instructions to the Service Provider in relation to the Service Provider's provision of the Services. Any such instructions shall be compatible with the Specification.

4.4 In the event that the Service Provider requires the decision, approval, consent, authorisation, or any other communication from the Client in order to continue with the provision of the Services (or any part thereof) at any time, the Client shall provide the same in a reasonable and timely manner.

4.5 Any failure or delay in the provision of the Services by the Service Provider which results from the Client's failure or delay in complying with any of its obligations under the Contract or any other act or omission of the Client shall not be the responsibility or fault of the Service Provider.

5. **Fees, Payment, and Records**

5.1 The Fees shall be set out in the Order. The Fees shall be the full and only consideration payable to the Service Provider with respect to its provision of the Services.

5.2 Unless the Parties agree otherwise in writing, the Fees shall include all costs and expenses incurred by the Service Provider, whether directly or indirectly, in connection with the provision of the Services.

5.3 The Service Provider shall invoice the Client upon the completion of the Services.

5.4 All payments required to be made pursuant to the Contract in consideration of the Services shall be made within 30 Calendar Days of receipt of the relevant invoice by the Client.

5.5 All payments required to be made pursuant to the Contract in consideration of the Services shall be made in the currency stated in the Order in cleared funds to such bank as the Service Provider may nominate in writing.

5.6 Where any payment is required to be made on a day that is not a Business Day, it may be made on the next following Business Day.

5.7 All sums payable by the Client under the Contract shall be exclusive of VAT. In the event that any taxable supply for VAT purposes is made under the Contract by the Service Provider to the Client, the Client shall, upon receipt of a valid VAT invoice from the Service Provider, pay to the Service Provider such additional sums in respect of VAT as are chargeable on the supply of the Services at the same time that payment is due for the provision of the Services.

5.8 If the Client receives an invoice and reasonably believes that it is incorrect, it may dispute that invoice in good faith as follows:

a) the Client shall notify the Service Provider in writing as soon as reasonably possible and practicable;

b) the Client shall not be deemed to be in breach of the Contract for failure to pay the disputed sums while such a dispute is ongoing;

c) the Client shall pay any sum which is not in dispute by the due date for payment;

d) following the resolution of the dispute, the Client shall pay the sum agreed between the Parties including any interest charged on that sum by the Service Provider, as calculated in accordance with sub-Clause 5.9 (from the original due date for payment);

e) in the event that the Service Provider is required to refund any sums to the Client, interest shall be added to such sums, as calculated in accordance with sub-Clause 5.9; and

f) following the resolution of the dispute, in the event that either Party is required to make a balancing payment, that Party shall make such payment within 10 working days and, in the event that the Service Provider is required to issue a credit note, it shall issue the same within 10 working days.

5.9 Without prejudice to sub-Clause 14.2(a) (termination for late payment), any sums which remain unpaid by the due date for payment under the Contract shall incur interest on a daily basis at a rate of 8% per annum above the base rate of the Bank of England from time to time, or at 8% per annum for any

period during which that base rate is below 0%, from the due date for payment until payment is made in full of any such outstanding sums, whether before or after judgment.

5.10 All sums due under the Contract shall be paid in full without any set-off, withholding, deduction, or counterclaim except any withholding or deduction (if any) of tax that is required by law.

5.11 The Service Provider shall:

a) keep or procure that are kept, such records and books of account as are necessary to enable the amount of any sums payable pursuant to the Contract to be accurately calculated; and

b) at the reasonable request of the Client, allow the Client or its agent to inspect those records and books of account.

6. Intellectual Property Rights

6.1 The Client (and, where applicable, its licensors) shall retain ownership of the Intellectual Property Rights subsisting in any and all Client Materials.

6.2 The Client shall grant to the Service Provider a non-exclusive, fully paid-up, royalty-free licence to use, copy, and modify the Client Materials for the term of the Contract only to the extent reasonably necessary for and only for the purposes of the provision of the Services.

6.3 The copyright in all translated material is reserved by the Service Provider until the Fees have been paid by the Client as set out in Clause 5 (Fees, Payment, and Records).

7. Confidentiality

7.1 Each Party undertakes that, except as provided by sub-Clause 7.2 or as authorised in writing by the other Party (such authorisation not to be unreasonably withheld), it shall, at all times during the term of the Contract and for 6 months after its termination or expiry:

a) keep confidential all Confidential Information;

b) not disclose any Confidential Information to any other party;

c) not use any Confidential Information for any purpose other than as contemplated by the Contract; and

d) ensure that (as applicable) none of its employees, directors, officers, agents, or sub-contractors does any act which, if done by that Party, would be a breach of the provisions of this Clause 7.

7.2 Subject to sub-Clause 7.3, either Party may disclose any Confidential Information to:

a) any sub-contractors, substitutes, or suppliers;

b) any governmental or other authority or regulatory body; or

c) any employee or officer of that Party or of any of the aforementioned persons, parties, or bodies.

7.3 Disclosure under sub-Clause 7.2 may be made only to the extent that it is necessary for the purposes contemplated by the Contract, or as required by law. In each case, the disclosing Party must first inform the recipient that the

Confidential Information is confidential. Unless the recipient is a body described in sub-Clause 7.2(b) or is an authorised employee or officer of such a body, the Party disclosing the Confidential Information under sub-Clause 7.2 must obtain and submit to the other Party a written undertaking from the recipient to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made.

7.4 Either Party may use any Confidential for any purpose, or disclose it to any other party, where that Confidential Information is or becomes public knowledge through no fault of that Party.

7.5 When using or disclosing Confidential Information under sub-Clause 7.4, the Party using or disclosing that Confidential Information must ensure that it does not use or disclose any part of that Confidential Information which is not public knowledge.

7.6 The provisions of this Clause 7 shall continue in force in accordance with their terms, notwithstanding the termination or expiry of the Contract for any reason.

8. Law

8.1 The Service Provider shall, at all times, and at its own expense when performing its obligations under the Contract:

a) comply with the Applicable Laws; and

b) comply with all applicable health and safety rules and regulations and security requirements in place at the Client's premises and any other facilities to which the Service Provider has access that is or are agreed upon by the Parties.

8.2 Each Party shall inform the other Party as soon as reasonably possible and practicable when it becomes aware of any changes to the Applicable Laws.

9. Data Protection

The Service Provider shall only use the Client's personal data as set out in the Service Provider's WorldAccent Privacy Notice, available upon request.

10. Data Processing

All personal data to be processed by the Service Provider on behalf of the Client under the Contract shall be processed in accordance with the terms of a Data Processing Agreement which shall be entered into by the Parties before any personal data is processed.

11. Insurance

The Service Provider shall, for the term of the Contract:

11.1 take out and maintain professional indemnity and public liability insurance with a reputable insurance company to cover the liabilities that may arise under or in relation to the Contract; and

11.2 on the Client's request, supply the Client with copies of current certificates of insurance and the receipt for the then-current year's premium for each type of

insurance.

12. Liability

12.1 As set out in Clause 11 (Insurance), the Service Provider shall obtain insurance cover with respect to its own liability for individual claims that do not exceed £1,000,000 per claim. The limits to, and exclusions of, liability in this Clause 12 shall reflect the insurance cover that the Service Provider has been able to obtain. The Client shall be responsible for making its own arrangements for the insurance of any excess loss.

12.2 References in this Clause 12 to "liability" shall include every liability arising under or in relation to the Contract including, but not limited to, liability in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution, or otherwise.

12.3 Nothing in the Contract shall limit or exclude either Party's liability under or in relation to the Contract for any form of liability which cannot be limited or excluded by law including, but not limited to:

a) death or personal injury caused by negligence;

b) fraud or fraudulent misrepresentation;

c) for the wilful misconduct of either that Party or that of its employees or agents; or

d) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (relating to title and quiet possession).

12.4 Neither Party shall have the right to benefit from any of the limitations or exclusions of liability set out in this Clause 12 in respect of any liability under or in relation to the Contract which arises out of the deliberate default of either that Party or of that Party's employees or agents.

12.5 Nothing in this Clause 12 shall limit or exclude either Party's payment obligations under the Contract.

12.6 Subject to sub-Clause 12.3 (liabilities which cannot be limited or excluded by law) and sub-Clause 12.4 (no limitations or exclusions of liability in respect of deliberate default), the total liability of the Service Provider to the Client under or in relation to the Contract for any and all related or unrelated acts or omissions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to £1,000,000 (one million pounds) or four times the value of the Order whichever is the lower amount.

12.7 Subject to sub-Clause 12.3 (liabilities which cannot be limited or excluded by law) and sub-Clause 12.4 (no limitations or exclusions of liability in respect of deliberate default), the total liability of the Client to the Service Provider under or in relation to the Contract for any and all related or unrelated acts or omissions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to £1,000,000 (one million pounds) or four times the value of the Order whichever is the lower amount.

12.8 The limit on the Service Provider's liability set out in sub-Clause 12.6 shall not be reduced by any sums awarded by any court or arbitrator using their statutory or procedural powers in relation to the costs of proceedings or interest for late payment.

12.9 The limit on the Client's liability set out in sub-Clause 12.7 shall not be

reduced by any sums awarded by any court or arbitrator using their statutory or procedural powers in relation to the costs of proceedings or interest for late payment.

12.10 Subject to sub-Clause 12.3 (liabilities which cannot be limited or excluded by law), sub-Clause 12.4 (no limitations or exclusions of liability in respect of deliberate default), and sub-Clause 12.5 (no limitations or exclusions of either Party's payment obligations), the following categories of loss shall be wholly excluded by the Parties and neither Party shall be liable under or in relation to the Contract for any such losses suffered by the other, whether directly or indirectly, or whether immediate or consequential:

a) loss of profits;

b) loss of sales or business;

c) loss of business opportunity;

d) loss of agreements or contracts;

e) loss of anticipated savings;

f) loss or corruption of data or information;

g) loss or corruption of software;

h) loss of, or damage to, goodwill; or

i) indirect or consequential loss.

12.11 Notwithstanding sub-Clause 12.10 (categories of loss which are excluded), but subject to sub-Clause 12.6 (limit on the Service Provider's liability) and sub-Clause 12.7 (limit on the Client's liability), the following categories of loss are not excluded:

a) sums paid by the Client to the Service Provider under the Contract in respect of any part of the Services which is or are not provided in accordance with the terms of the Contract;

b) wasted expenditure;

c) additional costs incurred by the Client in procuring and implementing replacements or alternatives for or to services not provided in accordance with the terms of the Contract including, but not limited to, costs of management and personnel time, consultancy costs, materials costs, and equipment costs; and

d) losses incurred by the Client which arise out of or in connection with any claim, demand, penalty, fine, action, investigation, or other proceeding by any third party against the Client resulting from any act or omission of the Service Provider.

12.12 Subject to the above provisions of this Clause 12, the Client's rights under the Contract shall be in addition to, and not exclusive of, any common law rights or remedies.

13. Force Majeure

13.1 For the purposes of the Contract, "Force Majeure Event" means, in relation to either Party, any circumstances beyond that Party's reasonable control including, but not limited to, any strike, lockout, or other form of industrial action; lack of, interruption to, or failure of any utility service, or lack of available facilities; non-performance by suppliers or sub-contractors; collapse

of buildings, fire, explosion, accident, acts of God, storm, flood, drought, earthquake, epidemic, pandemic, or other natural disaster; terrorist attack, civil commotion or riots, war, civil war, threat of preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off diplomatic relations; nuclear, chemical, or biological contamination, or sonic boom; or any law or action taken by a government or public authority including, but not limited to, imposing an export or import restriction, quota, or prohibition.

13.2 If any Force Majeure Event occurs in relation to either Party which affects or may affect that Party's performance of its obligations under the Contract, the affected Party shall notify the other Party as soon as reasonably possible and practicable of the nature and extent of the circumstances in question. The affected Party shall use reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

13.3 Subject to compliance with sub-Clause 13.2, neither Party shall be deemed to be in breach of the Contract or shall otherwise be liable to the other by reason of any delay in performance or non-performance of any of its obligations under the Contract to the extent that performance of that obligation is prevented, hindered, or delayed by a Force Majeure Event of which it has notified the other Party, and the time for that performance shall be extended accordingly.

13.4 If the performance by either Party of any of its obligations under the Contract is prevented, hindered, or delayed by a Force Majeure Event for a continuous period in excess of 5 working days, the Parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable.

14. Termination

14.1 Without prejudice to any other right or remedy available to it, either Party may terminate the Contract by giving the other Party 30 Business Days written notice.

14.2 Without prejudice to any other right or remedy available to it, either Party may terminate the Contract immediately by giving written notice to the other Party in the event that:

a) the other Party does not pay any sum due under the Contract when it is due to be paid and such sum remains outstanding for at least 30 Business Days after receiving written notification to pay that sum;

b) the other Party commits a material breach of any term of the Contract and (if that breach is capable of remedy) does not remedy that breach within 30 Business Days after receiving written notification to do so;

c) the other Party threatens to, or does, suspend, payment of its debts as they fall due, admits that it is unable to pay its debts, or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (as if the meaning of the words "it is proved to the satisfaction of the courts" contained in sections 123(1)(e) or 123(2) of the Insolvency Act 1986 did not appear in those sections), or (being an individual) is deemed either to be unable to pay its debts or as having no reasonable prospect of paying its debts, in either case, within the meaning of section 268 of the Insolvency act 1986, or (being a partnership) has any partner to whom any of the foregoing applies;

d) the other Party begins negotiations with any class or all of its creditors about the rescheduling of any of its debts, or proposes any compromise or arrangements with any of its creditors or enters into the same, other than (being a company) solely for the purpose of a scheme for the solvent amalgamation of that other Party with one or more other companies or for the solvent reconstruction of that other Party;

e) the other Party applies to the court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;

f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or otherwise in connection with the winding up of the other Party (being a company, limited liability partnership, or a partnership) other than solely for the purpose of a scheme for the solvent amalgamation of that other Party with one or more other companies or for the solvent reconstruction of that Party;

g) an application is made to the court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given, or an administrator is appointed, over the other Party (being a company, limited liability partnership, or a partnership);

h) the holder of a qualifying floating charge over the assets of that other Party (being a company or limited liability partnership) has become entitled to appoint, or has appointed, an administrative receiver;

i) a person becomes entitled to appoint a receiver over any or all of the assets of the other Party, or a receiver is appointed over all or any of the assets of the other Party;

j) the other Party (being an individual) is the subject of a bankruptcy petition, application, or order;

k) a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration, or other such process is levied or enforced on or sued against, the whole or part of the other Party's assets and such attachment or process is not discharged within 30 Business Days;

l) any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject, that has a similar effect to any of the events set out above in sub-Clauses 13.2(c) to (k) (inclusive);

m) the other Party ceases or suspends, or threatens to cease or suspend, carrying on all or a substantial part of its business;

n) the other Party (being an individual) dies, or due to illness or incapacity (whether mental or physical), becomes incapable of managing their own affairs or becomes a patient under any mental health legislation; or

o) there is a change of control of the other Party (within the meaning of section 1124 of the Corporation Tax Act 2010).

14.3 For the purposes of sub-Clause 14.2(b), a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.

15. **Effects of Termination**

Upon the termination or expiry of the Contract for any reason:

15.1 any sum owing by either Party to the other Party under the Contract shall become immediately due and payable;

15.2 the Service Provider shall immediately return any and all Client Materials in its possession. The Service Provider shall be fully and solely responsible for Client Materials in its possession until they are returned to the Client and shall not use the same for any purpose which is not connected with the Contract. In the event that the Service Provider fails to return any Client Materials within 30 Business Days of the termination or expiry of the Contract**]**, the Client shall have the right to enter the Service Provider's premises to take possession of them;

15.3 each Party shall (except to the extent referred to in Clause 7 (Confidentiality) immediately cease to use, either directly or indirectly, any Confidential Information belonging to the other Party, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information;

15.4 termination or expiry shall not affect or prejudice any rights, remedies, obligations, or liabilities of the Parties that have accrued up to the date of termination or expiry including, but not limited to, the right to claim damages or any other remedy in respect of any breach of the Contract which existed at or before the date of termination or expiry; and

15.5 any provision of the Contract which either expressly or by implication is intended to continue in force or come into force after or upon the termination or expiry of the Contract shall remain in full force and effect.

16. **No Waiver**

No failure or delay 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 a breach of any provision of the Contract shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

17. **Further Assurance**

Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of the Contract into full force and effect.

18. **Variation**

Other than as set out in these Terms and Conditions, no variation of the Contract including, but not limited to, the introduction of any additional terms and conditions, shall be effective unless it is made in writing and signed by the Parties (or their authorised representatives).

19. **Severance**

In the event that one or more of the provisions of the Contract is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Contract. The remainder of the Contract shall be valid and

enforceable.

20. Assignment and Sub-Contracting

20.1 Subject to sub-Clause 20.2, the Contract shall be personal to the Parties. Neither Party may assign, mortgage, charge (otherwise than by floating charge) or sub-licence or otherwise delegate any of its rights thereunder, or sub-contract or otherwise delegate any of its obligations thereunder without the written consent of the other Party, such consent not to be unreasonably withheld.

20.2 The Service Provider shall be entitled to perform any of the obligations undertaken by it through any other member of its group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of the Contract, be deemed to be an act or omission of the Party in question.

21. Third Party Rights

21.1 No part of the Contract shall be intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Contract.

21.2 Subject to this Clause 21, the Contract shall continue and be binding on the transferee, successors and assigns of either Party as required.

22. Relationship of the Parties

Nothing in the Contract shall constitute or be deemed to constitute a partnership, joint venture, agency, or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Contract.

23. Notices

23.1 All notices under the Contract shall be in writing in English and deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

23.2 All notices under the Contract shall be addressed to the most recent postal address or email address given in the website of the Service Provider or Client or as otherwise notified in writing by either Party to the other from time to time.

23.3 Notices shall be deemed to have been duly given:

a) when delivered, if delivered by courier or other messenger during the normal business hours of the recipient, on signature of a delivery receipt; or

b) when sent, if sent by email and a successful confirmation of receipt or read receipt is generated during the normal business hours of the recipient or, if sent outside the recipient's normal business hours, when such business hours resume.

23.4 For the purposes of this Clause 23, "normal business hours" shall mean 9.30 a.m. to 5.30 p.m., Monday to Friday on a day that is not a public or bank holiday.

24. **Entire Agreement**

24.1 Subject to the provisions of Clause 10 (Data Processing), the Contract constitutes the entire agreement between the Parties with respect to its subject matter.

24.2 Each Party acknowledges that, in entering into the Contract, it shall not rely on any representation, warranty, assurance or other provision (made innocently or negligently) except as expressly provided in the Contract.

25. **Law and Jurisdiction**

25.1 The Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

25.2 Any dispute, controversy, proceedings or claim between the Parties relating to the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

ANNEXE A



CLIENT SERVICE LEVEL AGREEMENT

TRANSLATION SERVICES provided by:

(1) Accent on type Ltd t/a WorldAccent, a company registered in England & Wales under number 02450967 whose registered office is at Herston Cross House, 230 High Street, Swanage, BH19 2PQ, UK ("the Service Provider") to "the Client".

TERMS OF AGREEMENT

1. The Service Provider shall translate the document(s) into the requested target languages as described in the Estimate of Costs approved by the Client prior to commencement.
2. If the extent of the document(s) to be translated differs from that expected, the Service Provider shall advise the Client of any impact on Costs at the earliest reasonable opportunity.
3. Where feasible, the Service Provider will provide best practice process recommendations and advice to best meet the Client's translation requirements.
4. The Client shall supply the document(s) for translation electronically in an editable format, such as MS Word, PowerPoint, Excel, InDesign, Illustrator or Photoshop, as agreed in advance. The Service Provider shall return the translation to the Client in the same format as the source files unless previously agreed otherwise.
5. If the document(s) for translation are not editable and/or not in the agreed format, additional costs may be levied.
6. The Client will provide any brief, preferred terminology or project-specific instructions prior to commencement, specifying all their requirements to avoid any re-work or extra costs. This may include any specific message, brand, tone or style requirements, or text the Client instructs to remain in English.
7. Each translation will be made by a qualified and experienced linguist who is a native speaker in the target language. Where your schedule allows, the Service Provider will ensure the same translators working on all the Client's projects within any given language, to maintain a consistent tone.
8. The Service Provider may request clarification from the Client via email regarding aspects of the source text. When timely clarifications are not possible, the Service Provider will use its best professional judgement so that the translation can be completed punctually.

9. Translation is not an exact science and no two translators will translate any text in the same way as each other. There is often more than one way to say certain things in some languages. Translation has many correct preferential choices and the Client accepts that while the Service Provider's preferential choices may differ from the Client's, this does not mean that the original translation is in error. Where the Client wishes, the Service Provider will offer a text review stage for each project at no additional charge for feedback on such preferential changes. The Service Provider will manage this review to facilitate the Client providing feedback in an easy-to-read and usable digital format including examples of any issues to be addressed.

10. The Service Provider shall use industry standards and best practice to promote textual consistency between and within the Client's translations, including reflecting preferential changes in future work.

11. If the Client's review changes contain grammatical, spelling or other errors, use unapproved terminology and/or add new content from the original text then the Service Provider reserves the right to make additional charges to address these issues. If translation feedback is provided later in the project cycle, after any final formatting or DTP work has been carried out, the Service Provider may charge this re-work at an hourly rates. The Service Provider shall ask the Client to approve any such additional charges prior to carrying out any work.

12. The Service Provider shall offer timely progress updates and make all reasonable efforts to ensure translations are delivered within the agreed timeframe.

13. Unless otherwise stipulated, the Service Provider shall invoice within 30 calendar days of delivery. The Service Provider may, at their sole discretion, invoice for any translation that the Client has held for review for more than 30 calendar days. The Client agrees to provide any PO or other paperwork required for the invoicing process within that timeframe. All charges are exclusive of VAT which shall be paid where applicable in addition to such charges.

14. If the Client fails to pay by the due date of payment, any sums which remain unpaid by the due date for payment under the Contract shall incur interest on a daily basis at a rate of 8% per annum above the base rate of the Bank of England from time to time, or at 8% per annum for any period during which that base rate is below 0%, from the due date for payment until payment is made in full of any such outstanding sums

15. The copyright in all translated material belongs to the Service Provider until the price for it has been paid by the Client in full.

16. All information acquired by the Service Provider relating to the Client's business shall be treated by the Service Provider as confidential (after as well as during this agreement) and the Service Provider shall not make any use or disclosure of it.

17. No person other than the Service Provider and the Client shall acquire any enforceable rights under or in connection with this Agreement.

18. This Agreement shall be governed by English law and the parties consent to the exclusive jurisdiction of the English courts in all matters regarding it.