

## Signalise Co-op Terms and Conditions of Service

### Definitions:

For the purpose of these Terms and Conditions “the Company”, “we”, “our” or “us” refers to Signalise Co-op Limited (company no. RS004634 whose registered office is at 54 St James Street, Liverpool, L1 0AB) and “Client” or “you” represents the company, firm, body, organisation, or person contracting Signalise Co-op Limited to undertake service(s) on its behalf.

“Agreement” is defined as the agreement between the Client and the Company governed by the Terms and Conditions.

“Terms and Conditions” means these terms and conditions.

“Order” means a confirmed request by you for our Services.

“Services” means translation services performed by us for you.

“Work materials” means any information communicated or transmitted to us by you in order to perform the Services provided herein.

“Confidential Information” means information (in any form) which is confidential either to you or to us and which either you disclose to us or we disclose to you in connection with the Services. In submitting an Order, the Client enters into a binding Agreement with the Company, covered by the following Terms and Conditions:

### 1. APPLICATION

1.1. No terms or conditions other than those set out herein nor any variation thereof shall be binding on the Company unless otherwise specifically agreed in writing by a director of the Company. These Terms and Conditions shall be incorporated in every quotation, acceptance and contract for work by us subject to the foregoing; any terms or conditions proposed by the Client are hereby excluded.

### 2. INTENDED USE OF INTERPRETATION / TRANSLATION SERVICES

2.1. The Client shall clearly indicate in writing the intended use of the translation.

2.2. The service provided by the interpreter / translator is intended exclusively for direct and immediate hearing: no recording can be made without the consent of Signalise Co-op.

2.3. Should a Client wish to use an interpretation / translation for any other purpose than that for which it was originally supplied, the Client shall obtain confirmation in writing from the Company that the interpretation / translation is suitable for the intended new purpose. The Company reserves the right to amend and adapt, at the cost of the Client, the previously supplied interpretation / translation, if necessary, for its new purpose.

2.4. Where the purpose of the interpretation / translation is not disclosed to the Company, the Company shall proceed with the translation as if it were for information purposes only.

### 3. QUOTES

3.1. Quotations are not binding on the Company and are given subject to confirmation by the Company upon receipt of the Client’s order. No Agreement shall be concluded until such confirmation is given. Written quotations remain valid for 14 days after despatch and thereafter

will lapse unless otherwise stated in writing.

3.2. Quotations are given on the basis of the Client's description of the source material, the purpose of the interpretation / translation and any other instructions. Such quotations may be amended at any time if, in our opinion, the description of the source materials is materially inadequate or inaccurate.

3.3. The price stated in the quote is guaranteed, subject to the order being received before the quote validation deadline. If this deadline is not met, prices may be increased according to the costs incurred by having to make emergency arrangements. Any request for changes to the service ordered will be the subject of a new agreement. Any request for changes to the service must be specified in writing by the customer. An additional invoice will be issued for any change to an order that is likely to entail a change to the service.

3.4. When not explicitly covered by the customer, travel, accommodation and food expenses are indicated in the quote and invoiced. Interpreters are not allowed to accept invitations from the customer and under no circumstances may the travel, accommodation and food expenses covered by the customer be deducted from the invoice amount.

3.5. Information provided in the Company's brochures, website or other published material is a general description only and does not form part of these Terms and Conditions.

#### **4. DOCUMENTATION**

4.1. The customer undertakes to provide all the documentation needed to prepare for the assignment. This documentation will be accompanied by any information deemed relevant by the customer. When specific terminology must be used, the customer undertakes to provide glossaries, lexicons and/or reference texts. The customer also undertakes to answer the questions asked by Signalise Co-op. If, during the assignment, a text has to be read, the organiser will forward a copy to the interpreters in advance.

#### **5. PAYMENT**

5.1. Unless otherwise stated, prices are in sterling and are inclusive of value added tax. We shall invoice you for all appropriate taxes and expenses for which we are liable to collect. Invoices are payable within 30 days following receipt of the invoice. You shall be liable to pay any penalties or interest on such taxes which are payable by us as a result of your delay in paying such charges.

5.2. Payment is requested by direct bank transfer, e.g. BACS or CHAPS, unless otherwise specified in writing on the invoice. All payments shall be made without deduction or set-off of bank charges.

5.3. Services will be invoiced in full on completion unless the duration of the work exceeds one full month. Services provided continuously for over one month will be invoiced for 50% of the total estimated value of the work after one month and 50% on completion.

5.4. Without prejudice to the Company's other rights, we reserve the right to levy a service charge equal to the greater of 5% per month on the outstanding amount or £5 on all accounts outstanding beyond the due date to cover financial and administrative costs. Should it prove necessary for us to engage the services of debt recovery agents, a surcharge equalling the fees of such agents will be applied to the outstanding amount unpaid to recover the costs.

5.5. Failure to pay any invoice in accordance with these Terms and Conditions or any others specified in writing at the time, shall entitle us to suspend further work both on the same order, and on any other order from you, without prejudice to any other right we may have.

## **6. COMPLAINTS**

6.1. Complaints will be taken into consideration only if made by e-mail or post no later than 14 calendar days after provision of the service. No complaints will be considered after this period.

## **7. DELIVERY DELAYS**

7.1. Delivery is deemed to have taken place by emailing, posting or delivery to a carrier, as the case may be, and the risk shall pass to the Client. Signalise Co-op cannot be held liable for delays in delivery by e-mail and other postal or terrestrial means, or in cases of force majeure (natural disasters, transport disruptions, disruptions to our network or servers, other disruptions to our communication lines and data transmission, or any obstacles outwith our responsibility).

## **8. CANCELLATION**

8.1. Any request to cancel or postpone a service for which a quote has been accepted must be sent by e-mail, dated and signed, to [bookings@signalise.coop](mailto:bookings@signalise.coop). In this case, Signalise Co-op will be entitled to issue an invoice according to the following conditions:

Assignments cancelled between 0 and 7 days before they are due to start will be invoiced at 100% of the total amount.

Assignments cancelled between 8 and 14 days before they are due to start will be invoiced at 50% of the total amount.

Assignments cancelled more than 15 days before they are due to start will incur no charge.

## **9. LIABILITY**

9.1. To the maximum extent permitted by law, the Company shall have no liability to the Client for any: (i) loss of profit; (ii) loss of business; (iii) loss of revenue; or (iv) indirect or consequential loss; arising under or in connection with the Agreement, the Services or any Order.

9.2. Subject to clause 9.1 and to the maximum extent permitted by law, the Company's aggregate liability in contract, tort (including negligence) or otherwise, however arising, under or in connection with this Agreement shall not exceed the price paid by the Client to the Company for the Services in the 12 months immediately prior to the liability arising.

9.3. The Company shall incur no liability to the Client for innocent or negligent misrepresentation by virtue of any statement made by or on behalf of us prior to the Agreement, whether orally or in writing, and you shall not be entitled to rescind the Agreement on the grounds of any such misrepresentation.

9.4. In the event of the Client using work carried out for a purpose other than for which it was supplied, the Client shall not be entitled to any compensation by the Company.

9.5. The Client acknowledges that any materials submitted by and to you over the Internet cannot be guaranteed to be free from the risk of interception, even if transmitted in encrypted form, and that we have no liability for the loss, corruption or interception of any materials.

## **10. REPRESENTATION**

10.1. No oral representation of statement shall be binding upon the Company, whether as a warranty or otherwise, nor shall anything be implied from any such representation or statement.

## **11. USE OF TRANSLATORS, INTERPRETERS AND OTHER COMMUNICATION PROFESSIONALS**

11.1. Unless otherwise agreed by the Company any Client or Associate shall not, for a period of one year after termination of the Contract, either directly or indirectly, on their own account or for any other person, firm or company, solicit, employ, endeavour to entice away from us or use the services of a translator, interpreter or any other relevant person who has provided the work to you on our behalf under the Agreement. In the case of a breach of this clause, the Client shall forthwith pay to the Company:

(a) where the relevant person becomes an employee or supplier of such Client or Associate a sum equal to 50% of the gross annual remuneration of such relevant person or the sum of £10,000 whichever shall be higher, and

(b) in any other case, a sum equal to 50% of the gross annual earnings of such relevant person or a sum of £10,000 whichever shall be higher.

For the purpose of this clause "Associate" means any partner of the Client and any Company in which the Client or any firm in which he is a partner holds not less than one-third of the issued share capital (as defined in Section 737 of the Companies Act 1985) and any subsidiary of such company (as so defined) or in the case of a Client who is a company, any company which owns directly or indirectly not less than one-third of the issued share capital of the Client. "Relevant person" means any translator, interpreter, voice-over artiste, typist or other person who shall have been engaged either as an employee or independent contractor by the Company and who shall have provided work for such Client directly or indirectly through the Company within twelve months preceding the use of their services by the Client or an Associate as aforementioned.

## **12. CONFIDENTIALITY**

12.1. Both parties agree not to use nor disclose to third persons any of the other party's Confidential Information subject to clause 12.2, and in order for us to provide the Services.

12.2. Either party may disclose Confidential Information of the other:

(i) When required to do so by law or any regulatory authority, provided that party required to disclose the Confidential Information, where practicable and legitimate to do so:

(a) Promptly notifies the owner of any such requirement; and

(b) Co-operates with the owner regarding the manner, scope or timing of such disclosure or any action the owner may take to challenge the validity of such requirement.

(ii) To its (or any of its associated company's) personnel, sub-contractor's personnel or any person whose duties reasonably require such disclosure, on condition that the party making such disclosure ensures that each such person to whom such disclosure is made:

(a) Is informed of the obligations of confidentiality under these Terms and Conditions; and

(b) Complies with those obligations as if they were bound by them.

12.3. Signalise Co-op undertakes to maintain the confidentiality of the documents transmitted and the information obtained in the course of an interpreting assignment; it will ensure that the appointed interpreters maintain the same level of confidentiality. Signalise Co-op cannot be held liable under this article in the case of data transfer over the internet. Where applicable, a detailed confidentiality clause may be signed between Signalise Co-op and its customer.

12.4. Studies, quotes and documents submitted or sent by Signalise Co-op remain the property of Signalise Co-op; therefore they cannot be forwarded to third parties for any reason whatsoever by the Customer.

### **13. DATA PROTECTION**

13.1. Each party shall ensure that in the performance of its obligations under these Terms and Conditions and any Agreement, it will at all times comply with the relevant provisions of the Data Protection Act 2018.

13.2. The Company acknowledges that if we are required to process any data in the course of providing services governed by this Agreement we shall do so only on your instructions and subject to your compliance with applicable data protection legislation.

### **14. NULLITY OF A CLAUSE**

14.1. If one of the clauses in these terms and conditions is considered by the legislation in force as illegal, invalid or not applicable, the parties accept that the validity and enforceability of the other clauses in these terms and conditions are not affected and that these remain in force.

### **15. GOVERNING LAW**

15.1. The above Terms and Conditions shall be governed by and construed in all respects in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.

15.2. These Terms and Conditions are subject to change without prior written notice.