



Signalise Co-op Terms and Conditions of Service for Customers

Definitions:

For the purpose of these Terms and Conditions “**the Company**”, “**we**”, “**our**” or “**us**” refers to Signalise Co-op Limited, a registered society (registration no.RS004634, whose registered office is at 54 St James Street, Liverpool, L1 0AB) and “**Client**” or “**you**” represents the 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.

“**Charges**” the charges payable by the Client for the supply of the Services.

“**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.

“**Order**” means the Client's order for Services as set out in the Customer's order form following a quotation provided by the Company.

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

“**Specification**” means the description or specification of the Services provided by the Company to the Client.

“**Terms and Conditions**” means these terms and conditions.

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

In the acceptance of an Order, the Client enters into a binding Agreement with the Company, covered by the following Terms and Conditions:

1. APPLICATION AND BASIS OF AGREEMENT

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.

- 1.2. The Client shall clearly set out in the Order Form its intended use of the Services. The Order Form constitutes an offer by the Client to purchase Services in accordance with these Term and Conditions.
- 1.3. An Order shall only be deemed accepted when the Company issues written acceptance of the Order at which point and on which date the Agreement shall come into existence (Commencement Date).

2. SUPPLY AND USE OF INTERPRETATION / TRANSLATION SERVICES

- 2.1. The Service provided by the interpreter/translator is intended exclusively for direct and immediate hearing or use. No recording of the interpreter/translator can be made without the consent of Signalise Co-op. No recording, live-streaming, photographing or screen-capture of the interpreter/translator (or their output) may be made without the prior written consent of Signalise Co-op and the relevant Communication Professional. Under no circumstances may any recording, image, transcript or derivative be used for training, testing, fine-tuning, evaluation or operation of Artificial Intelligence or machine-learning systems (including computer-vision, speech, text or biometric systems), whether by you or any third party.
- 2.2. 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.
- 2.3. 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.
- 2.4. The Company shall supply the Services to the Customer in accordance with the Specification.
- 2.5. The Company shall use all reasonable endeavours to meet any performance dates specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 2.6. The Company reserves the right to amend the Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Company shall notify the Client in any such event.
- 2.7. The Company warrants to the Client that the Services will be provided using reasonable care and skill.

3. CLIENT OBLIGATIONS

- 3.1. The Client shall:
 - 3.1.1. ensure that the terms of the Order are complete and accurate;
 - 3.1.2. co-operate with the Company in all matters relating to the Services;

- 3.1.3. provide the Company and its interpreters/translators with access to the Client's premises, office accommodation and other facilities as reasonably required by the Company to perform the Services;
- 3.1.4. provide the Company with such information and materials as the Company may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- 3.1.5. obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- 3.2. The Client undertakes to provide the Company and/or interpretation/translator with all documentation and Work Materials needed to prepare for an assignment in good time, preferably one week in advance of an assignment in order to ensure provision of a quality Service.
- 3.3. This documentation will be accompanied by any information deemed relevant by the Client. When specific terminology must be used, the Client undertakes to provide glossaries, lexicons and/or reference texts. The Client also undertakes to answer the questions asked by the Company.

4. QUOTES

- 4.1. Any quotation given by the Company shall not constitute an offer and is only open for the Client to place an Order for 14 days from the date of issue to the Client.
- 4.2. 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. We shall inform you of any amendments to a quotation.
- 4.3. The price stated in the quote shall become binding upon our written confirmation of an Order placed by the Client before the expiration of the quote validation deadline as detailed in clause 4.1 above. If the quote is not confirmed by the Client before the deadline, the Company reserves that right to produce a new quote.
- 4.4. The Client shall promptly inform the Company of any change it would like to make to an Order. Any request for changes to an Order must be specified in writing by the Client. Any change to an Order may result in a change to the quote provided by the Company. In such instances, the Company shall provide the Client with an updated quote. If the Client does not agree with the updated quote, it can terminate the Agreement in accordance with clause 7.5 below.
- 4.5. The Company shall be entitled to charge the Client for any expenses reasonably incurred by the interpreter/translator providing the Services including travelling expenses, hotel costs, food costs and any associated expenses.
- 4.6. 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.

5. PAYMENT OF CHARGES

- 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.
- 5.2. Payment of the Charges shall be made 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. The Supplier shall invoice the Customer on completion of an assignment.
- 5.4. If the Client fails pay the Charges due to the Company under the Agreement by the due date, then, without limiting the Company's remedies under these Terms and Conditions, the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 5.4 will accrue each day at 5% a year above the Bank of England's base rate from time to time, but at 5% a year for any period when that base rate is below 0%. Should it prove necessary for us to engage the services of debt recovery agents, a surcharge equaling 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. Should you have a reasonable cause to complain regarding the Service provided by us, please inform the Operations Team in writing as soon as possible in accordance with our complaints procedure. [A copy of which can be found here.](#)

7. CANCELLATION AND TERMINATION

- 7.1. Any request to cancel or postpone a service for which a quote has been accepted must be sent by e-mail, dated and signed by the Client, to bookings@signalise.coop.
- 7.2. If you cancel the Services:
- 7.2.1. on the day of an assignment, we will invoice you 100% of the Charges for that assignment;
 - 7.2.2. between 1 – 7 days before an assignment, we will invoice you 100% of the Charges for that assignment;
 - 7.2.3. between 8 – 13 days before an assignment, we will invoice you 50% of that Charges for that assignment; or
 - 7.2.4. 14 days or more of the agreed assignment, there will be no charge.

- 7.3. The Client can terminate the Agreement without charge by providing the Company with at least 14 days written notice.
- 7.4. Without affecting any other right or remedy available to it, the Company may terminate the Agreement where:
- 7.4.1. you do not make any payment to us when it is due and you still do not make payment within [7] days of us reminding you that payment is due; or
 - 7.4.2. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Service, for example such materials described in clause 3 above.
- 7.5. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 7.5.1. the other party commits a material breach of any term of the Agreement and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
 - 7.5.2. the other party make any voluntary arrangement with its creditors or (being an individual or firm) become bankrupt or (being a company) become subject to an administrative order or go into liquidation, or an encumbrance takes possession or a receiver is appointed over any of its property or assets, or they cease or threaten to cease business
- 7.6. On termination or expiry of the Agreement the Client shall within 14 days pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Client immediately on receipt.
- 7.7. Termination or expiry of the Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.
- 7.8. Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.

8. SUBSTITUTION OF INTERPRETERS/TRANSLATOR

- 8.1. In the event where an interpreter/translator becomes unavailable to provide the Services under an Order, the Company shall reasonably endeavour to find an appropriate substitute.
- 8.2. The Client shall reasonably accept this substitute, who shall be engaged on the same terms as the interpreter/translator had previously agreed.
- 8.3. If no alternative interpreter/translator can be arranged, the Company may terminate the Services in accordance with clause 8.2 above.

9. LIABILITY: THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

- 9.1. The Company maintains: (a) Professional Indemnity Insurance of £5 million; (b) Public Liability Insurance of £5 million each and every claim or loss; and (c) Employers' Liability Insurance of £5 million. The limits and exclusions in this clause reflect the insurance cover the Company has been able to arrange and the Client is responsible for making its own arrangements for the insurance of any excess loss.
- 9.2. 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.
- 9.3. Subject to clause 9.2 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.
- 9.4. 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.
- 9.5. 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.
- 9.6. 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.
- 9.7. Nothing in the Agreement limits any liability which cannot legally be limited, including but not limited to liability for:
- 9.7.1. death or personal injury caused by negligence; and
 - 9.7.2. fraud or fraudulent misrepresentation;

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 the Client shall not, for a period of six months after expiry or termination of the Agreement, 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:

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:
- 12.2.1. 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:
 - 12.2.2. 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 clause in the case of data transfer over the internet. Where applicable, a detailed confidentiality agreement may be signed between Signalise Co-op and its Client.
- 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 Client.

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. GENERAL

- 14.1. **Force majeure.** Neither party shall be in breach of the Agreement nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control.

14.2. **Assignment and other dealings.**

14.2.1. The Company may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Agreement.

14.2.2. The Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Agreement without the prior written consent of the Company.

14.3. **Entire agreement.** The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

14.4. **Variation.** Except as set out in these Terms and Conditions, no variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

14.5. **Severance.** 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.

14.6. **Notices.**

14.6.1. Any notice or other communication given to a party under or in connection with the Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in the Order Form.

14.6.2. Any notice or communication shall be deemed to have been received:

- a. if delivered by hand, at the time the notice is left at the proper address;
- b. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- c. if sent by email at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause (c), business hours means 8.00am to 6.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

14.6.3. This clause 15.6.2 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

14.7. **Third party rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

14.8. **Governing law.** The Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

14.9. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.