



Terms and Conditions.

Brent House, 382 Gloucester Road, Cheltenham, Gloucestershire GL51 7AY.

1. DEFINITIONS

In this Contract, the following terms shall be defined as below:

“Completion” means completion of the Translation Services as evidenced by submission to the Customer of the translation which is the subject of the Translation Services.

“Contract” means the contract between the Customer and ADS consisting of the Purchase Order to the extent accepted by ADS and these terms and conditions.

“Contract Price” means the total price to be paid by the Customer to ADS for the Translation Services as defined in ADS’s quotation.

“Customer” means the person, firm or company for whom ADS is carrying out the Translation Services.

“Purchase Order” means the purchase order issued or to be issued for the Translation Services by the Customer.

“ADS” means Advanced Documentation Services Limited whose registered office is at 135 Aztec West, Almondsbury, Bristol BS32 4UB

“Translation Services” means the translation services to be provided by ADS as stated on the Purchase Order and accepted by ADS.

2. ACCEPTANCE OF ORDER

2.1 ADS shall sell and the Customer shall purchase the Translation Services in accordance with ADS’s written quotation which is accepted by the Customer or any written Purchase Order of the Customer which is accepted by ADS subject in either case to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions upon which the Customer accepts or purports to accept any such quotation or any such order is made or purported to be made by the Customer. No Purchase Order submitted by the Customer shall be deemed to be accepted by ADS unless and until confirmed in writing or email by ADS.

2.2 The Customer shall be responsible to ADS for ensuring the accuracy of the terms of any Purchase Order (including any applicable specification or text to be translated) submitted by the Customer and for giving ADS any necessary information relating to the Translation Services within a sufficient time to enable ADS to perform the Contract in accordance with its terms.

2.3 No order which has been accepted by ADS may be cancelled by the Customer except with the Contract in writing of ADS and on terms that the Customer shall indemnify ADS in full against all loss (including loss of profit), costs (including the costs of all labour and materials used), damages, charges and expenses incurred by ADS as a result of cancellation.

2.4 No variation to the Contract shall be binding unless agreed in writing between the authorised representatives of the Customer and ADS.

3. OBLIGATIONS OF ADS

3.1 ADS undertakes to provide the Translation Services to the Customer in consideration of payment of the Contract Price by the Customer to ADS

3.2 The Translation Services will be carried out by ADS with reasonable skill and care, using standards of attention and accuracy normally to be expected within such industry.

3.3 The Translation Services will be provided by ADS in accordance with the Contract. Although ADS will use all reasonable endeavours to make the Translation Services available in accordance with ADS’s estimated delivery schedule set out in ADS’s quotation, ADS accepts no responsibility or liability, financial or otherwise, in the event that the said estimated delivery schedule is not complied with. In particular, for the avoidance of doubt, and without limitation of the generality of the foregoing ADS shall not be liable to reimburse the Customer in respect of any delay payments or other penalties or damages for which the Customer may become liable to any customer of the Customer as a result of delay or failure by ADS, whether or not ADS is aware or the Customer’s potential liability to pay the same.

3.4 ADS shall use all reasonable endeavours to notify the Customer of any delay in the estimated delivery schedule for the provision of the Translation Services and to propose a revised estimated delivery schedule to the Customer. Where the reasons for the said delay are other than those covered in Condition 4 hereof (Force Majeure), the Customer shall have the right (within twenty one days of the date of receipt of the notification) to advise ADS in writing that it intends to terminate the Contract forthwith (which latter course the Customer shall be entitled to take without liability to ADS other than reimbursement to the Supplier of all costs and expenses (and of any cancellation charges of ADS’s subcontractors or suppliers) incurred by ADS up to the date of termination. Subject as aforesaid the Contract shall be deemed to include the aforesaid revised estimated delivery schedule. Any revision proposed by the Customer to the estimated delivery schedule shall be by mutual written Contract.

3.5 The Customer shall be responsible for making arrangements, at its own cost, for the delivery to and collection from ADS’s premises, of any physical items required to be made available to ADS under the Contract.

4. FORCE MAJEURE

- 4.1 ADS shall not have any liability in respect of any delay in carrying out or failure to carry out any of its obligations under the Contract caused by fire, industrial action or dispute, sickness, acts of Government, default of suppliers or subcontractors, or any other cause whether of the same nature as the foregoing or not, which is outside the reasonable control of ADS.

ADS shall have the right to extend the estimated delivery schedule by a time sufficient to take due account of the event occurring as set out in Condition 4.1. If, however, such extension continues for a period of one month, the Customer may, upon expiry of such period, terminate the Contract forthwith without liability to ADS other than reimbursement on the same terms as those provided in Condition 3.2.

5. PRICES AND PAYMENT

- 5.1 Prices for the Translation Services will be those set out in ADS's quotation.
- 5.1.1 All prices are exclusive of any applicable United Kingdom Value Added Tax and any other applicable taxes and duties which the Customer shall be additionally liable to pay ADS.
- 5.2 Payment for the Translation Services shall be made within thirty (30) days of the date of ADS's invoice thereof.
- 5.3 If the Customer fails to make payment on the due date, then, without prejudice to any other right or remedy available to ADS, ADS shall be entitled to:
- a) terminate the Contract or suspend any further deliveries to the Customer;
 - b) appropriate any payment made by the Customer to such of the Translation Services (or any services supplied under any other contract between ADS and the Customer) as ADS may think fit (notwithstanding any purported appropriation by the Customer); and
 - c) charge the Customer interest (both before and after any judgement) on the amount unpaid, at a rate of 4% per annum above Barclays plc base rate from time to time, until payment is made in full (a part of a month being treated as a full month for the purpose of calculating interest);

6. DEFECTS

- 6.1 In respect of any defect or error in the Translation Services provided by ADS under the Contract which is notified to ADS within three months of Completion of the Translation Services, ADS agrees that it will make resources available to investigate the defect and endeavour to rectify the defect. On receipt of notification of any suspected defect, ADS shall, free of charge, as soon as reasonable possible, carry out an investigation into the cause thereof and thereafter rectify the same (if possible).
- 6.2 Except as set out in Condition 6.1, ADS accepts no liability in respect of any error or defect in any of the Translation Services, or the consequences thereof, and gives no warranty in respect thereof.

Should the Customer communicate the Translation Services or any information contained therein to any third party or use the Translation Services or any part thereof in the performance of work for a third party, then the Customer shall be solely liable to such third party for any defect or error in such Translation Services and the Customer shall indemnify ADS against all loss, actions, claims, costs, demands, expenses and liabilities whatsoever (if any) which ADS may incur either at common law or by statute in respect of any loss, damage, personal injury or death suffered by a third party by reason or any error or defect in such Translation Services or by reason of the consequences of any such error or defect.

7. LIABILITIES AND INDEMNITIES

- 7.1 In no circumstances shall ADS be liable, in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof:
- (i) for any increased costs or expenses,
 - (ii) for any loss of profit, business, contracts, revenues, or anticipated savings, or
 - (iii) for any special, indirect, punitive or consequential damages of any nature whatsoever arising directly or indirectly out of the provision by ADS of the Translation Services, or of any defect or error therein, or of the performance, non-performance or delayed performance by ADS of the Contract.
- 7.2 Notwithstanding anything contained in the Contract, ADS's liability to the Customer in respect of the Contract, in contract, tort (including negligence or breach of statutory duty) or howsoever otherwise arising (except in relation to death or personal injury caused by the negligence of ADS where liability is not limited) shall be limited to the Contract Price.

ADS's entire liability to the Customer under this Contract and in relation to any negligent act or omission of ADS, (and of its employees, subcontractors or agents) and in respect of any death injury, loss or damage caused by or resulting from any of the foregoing is set out in Conditions 4, 6, 7 and 8, which apply to the total exclusion of any other conditions, warranties, stipulations, or statements whatsoever, whether express or implied by statute, common law or otherwise howsoever, including, without limitation, any such conditions, warranties, stipulations or statements regarding the fitness for purpose, performance, nature or suitability of quality).

8. TERMINATION

- 8.1 In the event that either party ("the party in default") commits a material breach of any of its obligations under this Contract, (and, where such breach is capable of remedy, has not remedied the same within fifteen days of receipt of a notice from the other party ("the innocent party") requiring that the same be remedied) then the innocent party may by notice to the party in default terminate the Contract, such termination to take effect immediately upon the receipt by the party in default of such notice.

- 8.2 ADS shall be further entitled to terminate this Contract forthwith for breach by the Customer, in the event that any material or documentation which is the subject of the Translation Services is, or might be considered, at ADSs entire discretion, to be defamatory, libellous, malicious, obscene, or to infringe the intellectual property rights of any third party, or to be unlawful in any way whatsoever, whether being of the same nature as the foregoing or not.
- 8.3 The Customer shall indemnify and hold harmless ADS against all loss, actions, costs, claims, demands, expenses and liabilities whatsoever (if any), which ADS may incur either at common law or by statute in respect of personal injury to or the death of any person or in respect of any loss or destruction of or damage to property (other than as a result of any default or negligence on ADS's part or of any person for whom ADS is responsible) which shall have occurred in connection with the Translation Services or shall be alleged to be attributable to any defect in the Translation Services.
- 8.4 The Customer shall indemnify and hold harmless ADS against all and any loss, costs, expenses and liabilities caused to ADS whether directly, or as a result of the action, claim or demand of any third party, by reason of any breach by you of this Contract or of any terms or obligations on the Customer's part implied by the Sale of Goods Act 1979, by the Supply of Goods and Services Act 1982 or by any other statute or statutory provision relevant to the order or to goods or work covered thereby. This clause shall not be prejudiced or waived by any exercise of ADS's rights under this Contract.

Where any sum of money is recoverable from or payable by the Customer to ADS as a result of the operation of any clause under this Contract or any breach by the Customer of the same, such sum may be deducted by ADS from any sum due to the Customer under any other order or transaction placed or entered into by ADS with the Customer.

9. ENTIRE CONTRACT AND APPLICABLE LAW

- 9.1 This Contract contains the whole Contract between the Parties relating to the subject matter of this Contract at the date hereof to the exclusion of any terms implied by law which may be excluded by Contract. The Customer acknowledges that it has not been induced to enter into this Contract by, (and so far as is permitted by law and except in the case of fraud, hereby waives any remedy in respect of,) any warranties, representations and undertakings not incorporated into this Contract.
- 9.2 Each Party to this Contract confirms that it has reviewed all the matters provided for in this Contract, including the provisions of this clause, and agrees, having considered the terms of this clause and the Contract as a whole, that the provisions of this clause are fair and reasonable.

The interpretation, construction, effect and enforceability of this Contract shall be governed by English law and the parties agree to submit to the jurisdiction of the English courts.

10. NOTICES

- 10.1 All notices, documents or other communications (a "Notice") to be given hereunder, shall be in writing and shall be transmitted by first class registered or recorded delivery mail, or by facsimile or other electronic means in a form generating a record copy to the party being served at the relevant address for that party. Any Notice sent by mail shall be deemed to have been duly served three working days after the date of posting. Any Notice sent by facsimile or other electronic means shall be deemed to have been duly served at the time of transmission.

11. MISCELLANEOUS

- 11.1 In this Contract, "Party" means a party to this Contract and "Parties" shall be construed accordingly.
- 11.2 The headings in this Contract are for guidance only and do not affect its construction.
- 11.3 In the case of any inconsistency between any provision of the Appendices hereto and any provision of this Contract, the latter shall prevail.
- 11.4 Where the context requires or admits words importing the singular shall also include the plural and vice versa and the use of any gender shall include all genders.
- 11.5 References in this Contract to a Clause or Appendix is to a Clause or Appendix of this Contract
- 11.6 If any term or provision in this Contract shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Contract but the validity and enforceability of the remainder of this Contract shall not be affected.
- 11.7 The waiver or forbearance or failure of a party in insisting in any one or more instances upon the performance of any provisions of this Contract shall not be construed as a waiver or relinquishment of that party's rights to future performance of such provision and the other party's obligations in respect of such future performance shall continue in full force and effect.
- 11.8 In any event, and notwithstanding anything to the contrary herein, nothing in this Contract is intended to, or shall, confer any benefit on any third party (whether referred to herein by name, class, description or otherwise) or shall confer any right of any third party to enforce a term contained in this Contract.
- 11.9 For the period of this Contract and a period of six months thereafter, the Customer agrees that neither it nor any of its subsidiaries or associated companies, (if any), will employ or solicit for employment any person currently employed by ADS, or any person or entity to whom work is subcontracted to by ADS in connection with this Contract