

# Translation services terms and conditions

Please read these Terms and Conditions carefully. All contracts that the Translator may enter into from time to time for the provision of the Translator's services shall be governed by these Terms and Conditions, and the Translator will ask the Client for the Client's express written acceptance of these Terms and Conditions before providing any such services to the Client.

## 1. Definitions

1.1 Except to the extent expressly provided otherwise, in these Terms and Conditions:

**"Acceptance Criteria"** means compliance with the warranties set out in Clause 4.4;

**"Business Day"** means any weekday other than a bank or public holiday in England;

**"Business Hours"** means the hours of 09:00 to 17:00 GMT/BST on a Business Day;

**"Charges"** means the following amounts:

- (a) the amounts specified in Section 7 of the Statement of Work;
- (b) such amounts as may be agreed in writing by the parties from time to time; and
- (c) amounts calculated by multiplying the Translator's standard time-based charging rates (as notified by the Translator to the Client before the date of the Contract) by the time spent by the Translator's personnel performing the Services (rounded down by the Translator to the nearest quarter hour);

**"Client"** means the person or entity identified as such in Section 1 of the Statement of Work;

**"Client Confidential Information"** means:

- (a) any information disclosed by or on behalf of the Client to the Translator [during the Term] OR [at any time before the termination of the Contract] (whether disclosed in writing, orally or otherwise) that at the time of disclosure:
  - (i) was marked or described as "confidential"; or
  - (ii) should have been reasonably understood by the Translator to be confidential;
- (b) the terms of the Contract; and
- (c) the Deliverables;

**"Client Materials"** means all works and materials supplied by or on behalf of the Client to the Translator for incorporation into the Deliverables or for some other use in connection with the Services;

**"Client Personal Data"** means any Personal Data that is processed by the Translator on behalf of the Client in relation to the Contract, but excluding *[data]* with respect to which the Translator is a data controller;

**"Contract"** means a particular contract made under these Terms and Conditions between the Translator and the Client;

**"Data Protection Laws"** means all applicable laws relating to the processing of Personal Data including, while it is in force and applicable to Client Personal Data, the General Data Protection Regulation (Regulation (EU) 2016/679);

**"Deliverables"** means *[those [deliverables] specified in Section 4 of the Statement of Work that the Translator has agreed to deliver to the Client under these Terms and Conditions]* OR *[[define deliverables]]*;

**"Effective Date"** means the date of execution of a Statement of Work incorporating these Terms and Conditions;

**"Force Majeure Event"** means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

**"Intellectual Property Rights"** means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

**"Minimum Term"** means, in respect of the Contract, [the period of 12 months beginning on the Effective Date] OR [the period specified in Section 2 of the Statement of Work];

**"Personal Data"** has the meaning given to it in the General Data Protection Regulation (Regulation (EU) 2016/679);

**"Services"** means the translation of the Client Materials identified in Section 3 of the Statement of Work from and to the languages, and otherwise in accordance with, Section 3 of the Statement of Work;

**"Statement of Work"** means a written statement of work agreed by or on behalf of each of the parties;

**"Term"** means the term of the Contract, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2;

**"Terms and Conditions"** means all the documentation containing the provisions of the Contract, namely the main body of these Terms and Conditions and the Statement of Work, including any amendments to that documentation from time to time;

**"Third Party Materials"** means the works and/or materials comprised in the Deliverables (excluding the Client Materials), the Intellectual Property Rights in which are owned by a third party, and which are specified in Section 4 of the Statement of Work or which the parties agree in writing shall be incorporated into the Deliverables;

**"Translator"** means *[[Ceyda Aldemir-Down]* of *[...]* and

**"Translator Indemnity Event"** has the meaning given to it in Clause 15.1.

## **2. Term**

- 2.1 The Contract shall come into force upon the Effective Date.
- 2.2 The Contract shall continue in force [indefinitely] OR [until the acceptance of the Deliverables in accordance with Clause 5] OR [until *[date]*] OR [until *[event]*], subject to termination in accordance with Clause 18.
- 2.3 Unless the parties expressly agree otherwise in writing, each Statement of Work shall create a distinct contract under these Terms and Conditions.

## **3. Services**

- 3.1 The Translator shall provide the Services to the Client in accordance with these Terms and Conditions.
- 3.2 The Translator shall provide the Services [with reasonable skill and care] OR [in accordance with the standards of skill and care reasonably expected from a leading service provider in the Translator's industry] OR *[[specify standard(s)]]*.
- 3.3 The Translator shall devote such of its personnel's time and expertise to the performance of the Services as may be necessary for their satisfactory and timely completion.
- 3.4 The Translator shall keep the Client informed about the progress of the Services and, in particular, shall promptly provide information about such progress following receipt of a written request from the Client to do so.
- 3.5 The Translator shall comply with all reasonable requests and directions of the Client in relation to the Services.
- 3.6 The Client acknowledges that the Translator will not provide any legal, financial, accountancy or taxation advice under these Terms and Conditions or in relation to the Services; and, except to the extent expressly provided otherwise in these Terms and Conditions, the Translator does not warrant or

represent that the Services will not give rise to any legal liability on the part of the Client or any other person.

#### **4. Deliverables**

- 4.1 The Translator shall deliver the Deliverables to the Client.
- 4.2 The Client must promptly, following receipt of a written request from the Translator to do so, provide written feedback to the Translator concerning the Translator's proposals, plans, designs and/or preparatory materials relating to the Deliverables and made available to the Client with that written request.
- 4.3 The Translator shall [ensure] OR [use its best endeavours to ensure] OR [use reasonable endeavours to ensure] that the Deliverables are delivered to the Client in accordance with the timetable set out in Section 5 of the Statement of Work.
- 4.4 The Translator warrants to the Client that:
  - (a) the Deliverables will conform with the requirements of Section 4 of the Statement of Work as at the date of acceptance of the Deliverables;
  - (b) the Deliverables will be free from material defects; and
  - (c) [the Deliverables] OR [the Deliverables when used by the Client in accordance with these Terms and Conditions] will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.
- 4.5 The Client acknowledges that aspects of the translation process are subjective and that different translators will produce different translations of a text; and the Client shall have no right to require changes to the Deliverables on the grounds of subjective preference.

#### **5. Acceptance**

- 5.1 Within 10 Business Days following the delivery of Deliverables to the Client, the Client shall:
  - (a) review the Deliverables to determine whether they comply with the Acceptance Criteria; and
  - (b) notify the Translator in writing of the results of such review, providing full details of any non-compliance with the Acceptance Criteria.
- 5.2 If the Client does not give to the Translator a notice under Clause 5.1, within the period referred to in Clause 5.1, then the Deliverables shall be deemed to meet the Acceptance Criteria.
- 5.3 If the Deliverables do not comply with the Acceptance Criteria and the Client notifies the Translator of the non-compliance in accordance with this Clause 5, the Translator will have a further reasonable period agreed by the parties

(of no less than 5 Business Days and no more than 20 Business Days) to remedy the non-compliance, following which Client will repeat the review.

- 5.4 If the Deliverables do not meet the Acceptance Criteria at the time of a second (or subsequent) acceptance review under this Clause 5, then Translator shall be deemed in irremediable material breach of the Contract.
- 5.5 [The acceptance or deemed acceptance of the Deliverables under this Clause 5 will not prejudice the Client's rights in the event of a breach of Clause 4.4 by the Translator.] OR [If the Client accepts or is deemed to accept the Deliverables under this Clause 5, then subject to Clause 16.1 the Client will have no right to make any claim under or otherwise rely upon Clause 4.4 unless the Client could not reasonably have been expected to have identified the breach of that provision during the testing or review process.]

## **6. Client Materials**

- 6.1 The Client must supply to the Translator the Client Materials specified in Section 6 of the Statement of Work, in accordance with the timetable specified in Section 5 of the Statement of Work.
- 6.2 The Client hereby grants to the Translator a non-exclusive licence to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Client Materials to the extent reasonably required for the performance of the Translator's obligations and the exercise of the Translator's rights under these Terms and Conditions, together with the right to sub-license these rights to the extent reasonably required for the performance of the Translator's obligations and the exercise of the Translator's rights under these Terms and Conditions.
- 6.3 The Client warrants to the Translator that [the Client Materials] OR [the Client Materials when used by the Translator in accordance with these Terms and Conditions] will not infringe the Intellectual Property Rights or other legal rights of any person, and will not breach the provisions of any law, statute or regulation, in any jurisdiction and under any applicable law.

## **7. Intellectual Property Rights**

- 7.1 The Translator hereby assigns to the Client [with full title guarantee all of the Intellectual Property Rights] OR [all of its Intellectual Property Rights] in the Deliverables, whether those Intellectual Property Rights exist on the Effective Date or come into existence during the Term, excluding the Intellectual Property Rights in the Client Materials and the Third Party Materials. This assignment is for the full term of the assigned rights, including all extensions, renewals, reversions and revivals, and includes the right to bring proceedings for past infringements of the assigned rights.

**OR**

- 7.1 The Translator hereby grants to the Client a non-exclusive, worldwide, perpetual and irrevocable licence to copy, store, distribute, publish, adapt, edit and otherwise use the Deliverables (excluding the Third Party Materials and the Client Materials) for the following purposes: *[identify purposes]*.

- 7.2 The Translator shall ensure that the Third Party Materials are:
- (a) licensed to the Client in accordance with the relevant licensor's standard licensing terms;
  - (b) licensed to the Client on reasonable terms notified by the Translator to the Client;
  - (c) sub-licensed by the Translator to the Client on reasonable terms notified in writing by the Translator to the Client; or
  - (d) sub-licensed by the Translator to the Client on the basis of a non-exclusive, worldwide, perpetual and irrevocable licence to use the Third Party Materials in connection with the Deliverables,
- [as determined by the Translator] OR [as determined by the Client] OR [as reasonably agreed between the parties from time to time].

- 7.3 To the maximum extent permitted by applicable law:
- (a) the Translator irrevocably and unconditionally waives all moral rights (including rights of paternity and rights of integrity) in respect of the Deliverables to which the Translator may at any time be entitled; and
  - (b) the Translator undertakes to ensure that all individuals involved in the preparation of the Deliverables will irrevocably and unconditionally waive all moral rights (including rights of paternity and rights of integrity) in respect of the Deliverables to which they may at any time be entitled.

- 7.4 The Translator must use [reasonable endeavours] OR [best endeavours] to:
- (a) do or procure the doing of all acts; and
  - (b) execute or procure the execution of all documents,
- that the Client may reasonably request from time to time in order to perfect or confirm the Client's ownership of the rights assigned by these Terms and Conditions.

## **8. Charges**

- 8.1 The Client shall pay the Charges to the Translator in accordance with these Terms and Conditions.
- 8.2 If the Charges are based in whole or part upon the time spent by the Translator performing the Services, the Translator must obtain the Client's written consent before performing Services that result in any estimate of time-based Charges given to the Client being exceeded or any budget for time-based Charges agreed by the parties being exceeded; and unless the Client agrees otherwise in writing, the Client shall not be liable to pay to the Translator any Charges in respect of Services performed in breach of this Clause 8.2.

- 8.3 All amounts stated in or in relation to these Terms and Conditions are, unless the context requires otherwise, stated [inclusive of any applicable value added taxes] OR [exclusive of any applicable value added taxes, which will be added to those amounts and payable by the Client to the Translator].
- 8.4 The Translator may elect to vary any element of the Charges by giving to the Client not less than 30 days' written notice of the variation expiring on any anniversary of the date of execution of the Contract, providing that no such variation shall result in an aggregate percentage increase in the relevant element of the Charges during the Term that exceeds 2% over the percentage increase, during the same period, in the Retail Prices Index (all items) published by the UK Office for National Statistics.

## **9. Timesheets**

- 9.1 The Translator must:
- (a) ensure that the personnel providing Services, the Charges for which will be based in whole or part upon the time spent in the performance of those Services, complete reasonably detailed records of their time spent providing those Services; and
  - (b) retain such records during the Term, and for a period of at least 12 months following the end of the Term.
- 9.2 Within 10 Business Days following receipt of a written request, the Translator shall supply to the Client copies of such of the timesheets referred to in Clause 9.1 and in the Translator's possession or control as the Client may specify in that written request.

## **10. Payments**

- 10.1 The Translator shall issue invoices for the Charges to the Client [from time to time during the Term] OR [on or after the invoicing dates set out in Section 7 of the Statement of Work] OR [at any time after the relevant Services have been delivered to the Client] OR [in advance of the delivery of the relevant Services to the Client].
- 10.2 The Client must pay the Charges to the Translator within the period of 30 days following [the issue of an invoice in accordance with this Clause 10] OR [the receipt of an invoice issued in accordance with this Clause 10].
- 10.3 The Client must pay the Charges by debit card, credit card, direct debit, bank transfer or cheque (using such payment details as are notified by the Translator to the Client from time to time).
- 10.4 If the Client does not pay any amount properly due to the Translator under these Terms and Conditions, the Translator may:
- (a) charge the Client interest on the overdue amount at the rate of 8% per annum above the Bank of England base rate from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month); or

- (b) claim interest and statutory compensation from the Client pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

## **11. Translator's confidentiality obligations**

### 11.1 The Translator must:

- (a) keep the Client Confidential Information strictly confidential;
- (b) not disclose the Client Confidential Information to any person without the Client's prior written consent, and then only under conditions of confidentiality [approved in writing by the Client] OR [no less onerous than those contained in these Terms and Conditions];
- (c) use the same degree of care to protect the confidentiality of the Client Confidential Information as the Translator uses to protect the Translator's own confidential information of a similar nature, being at least a reasonable degree of care;
- (d) act in good faith at all times in relation to the Client Confidential Information; and
- (e) not use any of the Client Confidential Information for any purpose other than [*specify purposes*].

11.2 Notwithstanding Clause 11.1, the Translator may disclose the Client Confidential Information to the Translator's officers, employees, professional advisers, insurers, agents and subcontractors who have a need to access the Client Confidential Information for the performance of their work with respect to the Contract and who are bound by a written agreement or professional obligation to protect the confidentiality of the Client Confidential Information.

11.3 This Clause 11 imposes no obligations upon the Translator with respect to Client Confidential Information that:

- (a) is known to the Translator before disclosure under these Terms and Conditions and is not subject to any other obligation of confidentiality;
- (b) is or becomes publicly known through no act or default of the Translator; or
- (c) is obtained by the Translator from a third party in circumstances where the Translator has no reason to believe that there has been a breach of an obligation of confidentiality.

11.4 The restrictions in this Clause 11 do not apply to the extent that any Client Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request, or pursuant to disclosure requirements relating to the listing of the stock of the Translator on any recognised stock exchange.

11.5 Upon the termination of the Contract, the Translator must immediately cease to use the Client Confidential Information.



- 11.6 [Following the termination of the Contract, and within 5 Business Days following the date of receipt of a written request from the Client] OR [Within 5 Business Days following the date of termination of the Contract], the Translator must destroy or return to the Client (at the Client's option) all media containing Client Confidential Information, and must irrevocably delete the Client Confidential Information from its computer systems.
- 11.7 The provisions of this Clause 11 shall continue in force [indefinitely following the termination of the Contract] OR [for a period of 5 years following the termination of the Contract, at the end of which period they will cease to have effect].

## **12. Translator's publicity obligations**

- 12.1 The Translator must not make any public disclosures relating to the Contract or the subject matter of the Contract (including disclosures in press releases, public announcements and marketing materials) without the prior written consent of the Client, such consent not to be unreasonably withheld or delayed.
- 12.2 Subject to the express confidentiality obligations set out in these Terms and Conditions but notwithstanding the restriction set out in Clause 12.1, the Translator may make the following types of public disclosure without the prior consent of the Client: *[describe disclosures]*.

## **13. Data protection**

- 13.1 Each party shall comply with the Data Protection Laws with respect to the processing of the Client Personal Data.
- 13.2 The Client warrants to the Translator that it has the legal right to disclose all Personal Data that it does in fact disclose to the Translator under or in connection with the Contract.
- 13.3 The Client shall only supply to the Translator, and the Translator shall only process, in each case under or in relation to the Contract, the Personal Data of *[specify data subject categories]* of the following types: *[specify types of personal data]*; and the Translator shall only process the Client Personal Data for the following purposes: *[specify purposes]*.
- 13.4 The Translator shall only process the Client Personal Data during the Term and for not more than 30 days following the end of the Term, subject to the other provisions of this Clause 13.
- 13.5 The Translator shall only process the Client Personal Data on the documented instructions of the Client (including with regard to transfers of the Client Personal Data to any place outside the European Economic Area), as set out in these Terms and Conditions or any other document agreed by the parties in writing.
- 13.6 Notwithstanding any other provision of these Terms and Conditions, the Translator may process the Client Personal Data if and to the extent that the Translator is required to do so by applicable law. In such a case, the

Translator shall inform the Client of the legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

- 13.7 The Translator shall ensure that persons authorised to process the Client Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- 13.8 The Translator and the Client shall each implement appropriate technical and organisational measures to ensure an appropriate level of security for the Client Personal Data, including the [measures specified in the information security policy of the Translator (as it may be updated by the Translator from time to time)] OR [following measures: *[specify measures]*].
- 13.9 The Translator must not engage any third party to process the Client Personal Data without the prior specific or general written authorisation of the Client. In the case of a general written authorisation, the Translator shall inform the Client at least 14 days in advance of any intended changes concerning the addition or replacement of any third party processor, and if the Client objects to any such changes before their implementation, then [the Translator must not implement the changes] OR [the Client may terminate the Contract on 7 days' written notice to the Translator, providing that such notice must be given within the period of 7 days following the date that the Translator informed the Client of the intended changes] OR [*specify consequences of objection*]. The Translator shall ensure that each third party processor is subject to [the same] OR [equivalent] legal obligations as those imposed on the Translator by this Clause 13.
- 13.10 As at the Effective Date, the Translator is hereby authorised by the Client to engage, as sub-processors with respect to Client Personal Data, [the following third parties] OR [third parties within the following categories] OR [the following third parties and third parties within the following categories]: *[insert authorised sub-processor information]*.
- 13.11 The Translator shall, insofar as possible and taking into account the nature of the processing, take appropriate technical and organisational measures to assist the Client with the fulfilment of the Client's obligation to respond to requests exercising a data subject's rights under the Data Protection Laws.
- 13.12 The Translator shall assist the Client in ensuring compliance with the obligations relating to the security of processing of personal data, the notification of personal data breaches to the supervisory authority, the communication of personal data breaches to the data subject, data protection impact assessments and prior consultation in relation to high-risk processing under the Data Protection Laws.
- 13.13 The Translator shall make available to the Client all information necessary to demonstrate the compliance of the Translator with its obligations under this Clause 13 and the Data Protection Laws.
- 13.14 The Translator shall, at the choice of the Client, delete or return all of the Client Personal Data to the Client after the provision of services relating to

the processing, and shall delete existing copies save to the extent that applicable law requires storage of the relevant Personal Data.

13.15 The Translator shall allow for and contribute to audits, including inspections, conducted by the Client or another auditor mandated by the Client in respect of the compliance of the Translator's processing of Client Personal Data with the Data Protection Laws and this Clause 13. The Translator may charge the Client at its standard time-based charging rates for any work performed by the Translator at the request of the Client pursuant to this Clause 13.15.

13.16 If any changes or prospective changes to the Data Protection Laws result or will result in one or both parties not complying with the Data Protection Laws in relation to processing of Personal Data carried out under these Terms and Conditions, then the parties shall use their best endeavours promptly to agree such variations to these Terms and Conditions as may be necessary to remedy such non-compliance.

#### **14. Warranties**

14.1 The Translator warrants to the Client that:

- (a) the Translator has the legal right and authority to enter into the Contract and to perform its obligations under these Terms and Conditions;
- (b) the Translator will comply with all applicable legal and regulatory requirements applying to the exercise of the Translator's rights and the fulfilment of the Translator's obligations under these Terms and Conditions; and
- (c) the Translator has or has access to all necessary know-how, expertise and experience to perform its obligations under these Terms and Conditions.

14.2 The Client warrants to the Translator that it has the legal right and authority to enter into the Contract and to perform its obligations under these Terms and Conditions.

14.3 All of the parties' warranties and representations in respect of the subject matter of the Contract are expressly set out in these Terms and Conditions. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of the Contract will be implied into the Contract or any related contract.

#### **15. Indemnity**

15.1 The Translator shall indemnify and shall keep indemnified the Client against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the Client and arising directly or indirectly as a result of any breach by the Translator of [these Terms and Conditions] OR [Clause 11 or Clause 4.4] OR *[[identify provisions]]* (a "**Translator Indemnity Event**").

15.2 The Client must:

- (a) upon becoming aware of an actual or potential Translator Indemnity Event, notify the Translator;
- (b) provide to the Translator all such assistance as may be reasonably requested by the Translator in relation to the Translator Indemnity Event;
- (c) allow the Translator the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the Translator Indemnity Event; and
- (d) not admit liability to any third party in connection with the Translator Indemnity Event or settle any disputes or proceedings involving a third party and relating to the Translator Indemnity Event without the prior written consent of the Translator,

[without prejudice to the Translator's obligations under Clause 15.1] OR [and the Translator's obligation to indemnify the Client under Clause 15.1 shall not apply unless the Client complies with the requirements of this Clause 15.2].

15.3 The indemnity protection set out in this Clause 15 [shall] OR [shall not] be subject to the limitations and exclusions of liability set out in the Contract, except [*exceptions*].

## **16. Limitations and exclusions of liability**

16.1 Nothing in these Terms and Conditions will:

- (a) limit or exclude any liability for death or personal injury resulting from negligence;
- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

16.2 The limitations and exclusions of liability set out in this Clause 16 and elsewhere in these Terms and Conditions:

- (a) are subject to Clause 16.1; and
- (b) govern all liabilities arising under these Terms and Conditions or relating to the subject matter of these Terms and Conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these Terms and Conditions.

16.3 The Translator will not be liable to the Client in respect of any losses arising out of a Force Majeure Event.

- 16.4 The Translator will not be liable to the Client in respect of any loss of profits or anticipated savings.
- 16.5 The Translator will not be liable to the Client in respect of any loss of revenue or income.
- 16.6 The Translator will not be liable to the Client in respect of any loss of use or production.
- 16.7 The Translator will not be liable to the Client in respect of any loss of business, contracts or opportunities.
- 16.8 The Translator will not be liable to the Client in respect of any loss or corruption of any data, database or software.
- 16.9 The Translator will not be liable to the Client in respect of any special, indirect or consequential loss or damage.
- 16.10 The liability of the Translator to the Client under the Contract in respect of any event or series of related events shall not exceed the greater of:
- (a) *[amount]*; and
  - (b) the total amount paid and payable by the Client to the Translator under the Contract in the 12 month period preceding the commencement of the event or events.
- 16.11 The aggregate liability of the Translator to the Client under the Contract shall not exceed the greater of:
- (a) *[amount]*; and
  - (b) the total amount paid and payable by the Client to the Translator under the Contract.

## **17. Force Majeure Event**

- 17.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under the Contract (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.
- 17.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under the Contract, must:
- (a) promptly notify the other; and
  - (b) inform the other of the period for which it is estimated that such failure or delay will continue.
- 17.3 A party whose performance of its obligations under the Contract is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

## **18. Termination**

18.1 The Translator may terminate the Contract by giving to the Client not less than 30 days' written notice of termination, expiring [at the end of any calendar month] OR [after the end of the Minimum Term]. The Client may terminate the Contract by giving to the Translator not less than 30 days' written notice of termination, expiring [at the end of any calendar month] OR [after the end of the Minimum Term].

### **OR**

18.1 Either party may terminate the Contract by giving to the other party not less than 30 days' written notice of termination, expiring [at the end of any calendar month] OR [after the end of the Minimum Term].

18.2 Either party may terminate the Contract immediately by giving written notice of termination to the other party if:

- (a) the other party commits any [breach] OR [material breach] of the Contract, and the breach is not remediable;
- (b) the other party commits a [breach] OR [material breach] of the Contract, and the breach is remediable but the other party fails to remedy the breach within the period of 30 days following the giving of a written notice to the other party requiring the breach to be remedied;  
or
- (c) the other party persistently breaches the Contract (irrespective of whether such breaches collectively constitute a material breach).

18.3 Either party may terminate the Contract immediately by giving written notice of termination to the other party if:

- (a) the other party:
  - (i) is dissolved;
  - (ii) ceases to conduct all (or substantially all) of its business;
  - (iii) is or becomes unable to pay its debts as they fall due;
  - (iv) is or becomes insolvent or is declared insolvent; or
  - (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
- (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
- (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under the Contract); or

- (d) if that other party is an individual:
  - (i) that other party dies;
  - (ii) as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or
  - (iii) that other party is the subject of a bankruptcy petition or order.

18.4 The Translator may terminate the Contract immediately by giving written notice to the Client if:

- (a) any amount due to be paid by the Client to the Translator under the Contract is unpaid by the due date and remains unpaid upon the date that that written notice of termination is given; and
- (b) the Translator has given to the Client at least 30 days' written notice, following the failure to pay, of its intention to terminate the Contract in accordance with this Clause 18.4.

## **19. Effects of termination**

- 19.1 Upon the termination of the Contract, all of the provisions of these Terms and Conditions shall cease to have effect, save that the following provisions of these Terms and Conditions shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 5.5, 7.1, 7.2, 7.4, 9, 10.2, 10.4, 11, 12, 13.1, 13.3, 13.4, 13.5, 13.6, 13.7, 13.8, 13.9, 13.10, 13.11, 13.12, 13.13, 13.14, 13.15, 13.16, 15, 16, 19, 20.2, 23 and 24.
- 19.2 Except to the extent that these Terms and Conditions expressly provides otherwise, the termination of the Contract shall not affect the accrued rights of either party.

## **20. Status of Translator**

- 20.1 The Translator is not an employee of the Client, but an independent contractor.
- 20.2 The termination of the Contract will not constitute unfair dismissal; nor will the Translator be entitled to any compensation payments, redundancy payments or similar payments upon the termination of the Contract.

## **21. Notices**

- 21.1 Any notice given under these Terms and Conditions must be in writing, whether or not described as "written notice" in these Terms and Conditions.
- 21.2 Any notice from one party to the other party under these Terms and Conditions must be given by one of the following methods (using the relevant contact details set out in Section 8 of the Statement of Work):
- (a) delivered personally or sent by courier, in which case the notice shall be deemed to be received upon delivery; or

- (b) sent by recorded signed-for post, in which case the notice shall be deemed to be received 2 Business Days following posting,

providing that, if the stated time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

- 21.3 The addressee and contact details set out in Section 8 of the Statement of Work may be updated from time to time by a party giving written notice of the update to the other party in accordance with this Clause 21.

## **22. Subcontracting**

- 22.1 Subject to any express restrictions elsewhere in these Terms and Conditions, the Translator may subcontract any of its obligations under the Contract, providing that the Translator must give to the Client, promptly following the appointment of a subcontractor, a written notice specifying the subcontracted obligations and identifying the subcontractor in question.

## **23. General**

- 23.1 No breach of any provision of the Contract shall be waived except with the express written consent of the party not in breach.
- 23.2 If any provision of the Contract is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the Contract will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).
- 23.3 The Contract may not be varied except by a written document signed by or on behalf of each of the parties.
- 23.4 The Client hereby agrees that the Translator may assign the Translator's contractual rights and obligations under the Contract to [any successor to all or a substantial part of the business of the Translator from time to time] OR [any third party]. The Client must not without the prior written consent of the Translator assign, transfer or otherwise deal with any of the Client's contractual rights or obligations under the Contract.
- 23.5 The Contract is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to the Contract are not subject to the consent of any third party.
- 23.6 Subject to Clause 16.1, these Terms and Conditions shall constitute the entire agreement between the parties in relation to the subject matter of these Terms and Conditions, and shall supersede all previous agreements,



arrangements and understandings between the parties in respect of that subject matter.

23.7 The Contract shall be governed by and construed in accordance with English law.

23.8 The courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the Contract.

## **24. Interpretation**

24.1 In these Terms and Conditions, a reference to a statute or statutory provision includes a reference to:

- (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
- (b) any subordinate legislation made under that statute or statutory provision.

24.2 The Clause headings do not affect the interpretation of these Terms and Conditions.

24.3 References in these Terms and Conditions to "calendar months" are to the 12 named periods (January, February and so on) into which a year is divided.

24.4 In these Terms and Conditions, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

# STATEMENT OF WORK

## 1. Client details

The Client is *[[individual name]* of *[address]* OR *[[company name]*, a company incorporated in England and Wales (registration number *[registration number]*) having its registered office at *[address]* OR *[[partnership name]*, a partnership established under the laws of England and Wales having its principal place of business at *[address]*.

## 2. Minimum Term

*[Specify Minimum Term]*

## 3. Specification of Services

*[Specify Services]*

## 4. Specification of Deliverables

*[Specify Deliverables]*

## 5. Timetable

*[Insert timetable]*

## 6. Client Materials

*[Specify Client Materials]*

## 7. Financial provisions

*[Insert financial provisions]*

## 8. Contractual notices

*[Translator contractual notices address details]*

*[Client contractual notices address details]*

By signing below the parties have indicated their acceptance of this Statement of Work together with the terms and conditions attached to this Statement of Work, providing that if there are no terms and conditions attached to this Statement of Work, the parties agree that this Statement of Work shall be governed by the terms and conditions most recently agreed by the parties in writing.

SIGNED BY *[[Ceyda Aldemir-Down]* on ....., the Translator]:

.....

SIGNED BY *[[individual name]* on ....., the Client] OR *[[individual name]* on ....., duly authorised for and on behalf of the Client]:

.....