

# AT&T GROUP

LIMITED

## Terms and Conditions of Business

All goods and services are provided subject to the following terms and conditions:

1. In these terms and conditions the "Company" shall refer to AT&T GROUP Limited and the "Customer" to any person, firm or company contracting for the supply of goods or services by the Company its servants or agents.
2. In the absence of an express written agreement to the contrary signed by a Director of the Company, the Company contracts only on the terms that all goods or services supplied to the Customer are subject to and incorporate these conditions. All goods and services provided by the Company to the Customer shall be conclusively deemed to have been made subject to these conditions irrespective of any contrary conditions or terms printed on or accompanying the Customer's documents which contrary terms shall in no circumstances prevail.
3. Times stated for delivery by the Company whether in writing or orally are bona fide estimates which the Company will use its best endeavors to achieve but the Company cannot guarantee the same and no liability shall attach to the Company in the event of delivery being delayed. Delay shall in no circumstances amount to or be deemed to be a breach of contract, neither shall the Customer be entitled to treat the contract as repudiated by reason of delay.
4. Whilst the Company will take reasonable care in the selection of its carriers the Company cannot be held liable for loss of any goods or services dispatched by the Company or consequential loss or damage thereby caused.
5. Delivery is deemed to have taken place on posting or delivery to a carrier, as the case may be, and the risk shall pass to the Customer.
6. The translation and title to the copyright embodied in any translation produced by the Company are the property of the Company and this will be passed to the Customer only after full payment has been received for all the work relating to that translation by the Company. The Company shall not be held liable for any consequential loss or damage whatsoever if the Customer is not the copyright holder of the goods and services and the Customer will indemnify the Company for any costs, claims, actions and demands arising from any breach of copyright by the Customer.
7. Whilst every attempt is made to ensure any translation, typesetting or printed material supplied by the Company is accurate, no guarantee is given in that regard and the Company shall not be held liable for any consequential loss or damage caused by any inaccuracy or difference of interpretation. All errors or defects in any goods or services supplied by the Company must be brought to the attention of the Company within fourteen days of receipt by the Customer. At the discretion of the Company any error or defect in goods or services supplied to the Company will either be put right by the Company or a credit supplied limited to the proportion of charges to which any error or defect relate.
8. All goods or services supplied by the Company are for information and understanding only, which is of a high enough standard for use in general correspondence, and no warranty is given as to their suitability for the purposes of publication. It is the responsibility of the Customer to check any goods or services supplied by the Company prior to publication.
9. For goods and services supplied on an urgent basis or "a.s.a.p.", as such urgency may preclude the necessary time to check or edit the goods or services supplied, the Company will not accept any liability whatsoever for any goods or services supplied on an urgent basis or "a.s.a.p.". The supply of goods or services shall be deemed as urgent if the supply of goods or services include any of the following: a) any translation work completed within 3 normal working days; b) any translation work where the Company supplies work at a rate of more than 3000 words per language per normal working day; c) any typesetting work where the Company supplies a rate greater than or equal to four A4 pages per normal working day; d) any printing work supplied by the Company in less than 7 normal working days. The Company deems normal working days to be Monday to Friday, 9 a.m. to 5 p.m., Bank Holidays excluded.
10. The Company shall be under no obligation to indicate or correct any errors of whatever nature in any material supplied to the Company by the Customer for the purpose of translation, interpreting, typesetting or printing and shall not be held liable for any consequent loss or damage thereby caused.
11. It is the Customer's obligation to supply the Company with the material to be translated, typeset or printed in a legible form. In the event that the material supplied by the Customer is not clearly legible, and the Customer not rectifying this state of affairs, the Company shall at its discretion decline to undertake or complete the work in which case the Company shall not be liable for non-completion of the work or for any consequent loss or damage thereby caused.
12. The Company shall not be liable for errors in conversion from one system of measurement to another, for transliteration of names and other proper nouns from one script to another or for the translation of abbreviations,

neither shall the Company be liable for errors resulting from illegibility of any material supplied by the Customer or for any consequent loss or damage thereby caused.

13. Unless otherwise agreed in writing any obligation of the Company to store material whether as hard copy or in a retrieval system shall be limited to six months from the date the Company invoices the Customer in respect of such material.
14. If in the course of the supply of goods or services the Company makes available to the Customer any know-how or information including the identity of its suppliers or subcontractors the customer shall treat such know-how or information as confidential and shall not use such know-how or information or disclose the same to any third party. In the event that a translator or interpreter working or having worked through the Company for the Customer is offered or takes direct employment whether full or part-time or freelance with the Customer or Associate within two years of having worked through the Company for the Customer a sum of £6000.00 plus VAT is due and payable immediately by the Customer to the Company.  
For the purpose of this Clause "Associate" means any partner or director of the Customer and any company in which the Customer or any firm in which he is a partner or director holds not less than one-third of the issued equity share capital (as defined in Section 154 of the Companies Act 1948) and any subsidiary of such a company (as so defined) or in the case of a Customer who is a Company, any company which owns directly or indirectly not less than one-third of the issued share capital of the Customer.
15. The contract price is, unless the contrary is expressly agreed in writing, exclusive of value added tax and any other taxes or duties which the Company may require to collect or pay in respect of the contract subject matter.
16. Written quotations and estimates are valid for 30 days from the date of quotation, if work relating to a quotation or estimate is ordered after the 30 days have expired the quotation or estimate may be subject to revision.
17. Any quotation supplied by the Company where full sight of material has not been granted is only an estimated cost which may be subject to revision. Similarly, any quotation supplied by the Company is deemed an estimate and may be subject to revision if the goods or services on which the quotation was based differ in any way from the goods or services ordered.
18. Unless otherwise agreed in writing, when work is performed at an hourly rate any part hour will be charged as a full hour.
19. When the Company supplies personnel to the Customer for an interpreting assignment, on-site translation work or any supply of personnel to the Customer outside the Company's offices, the supply is deemed to have started as soon as person(s) either leave their place of residence or the Company's offices whichever is the later time and is deemed to have finished as soon as the person(s) return to the Company's offices or their normal place of residence whichever is the earlier time, and the Customer will be charged accordingly at the rates agreed. Full expenses including all travel, sustenance and accommodation costs will be paid to the Company by the Customer for the period of supply. The Customer shall be responsible for the safety and well-being of the person(s) as soon as the supply has started, and will fully indemnify the person(s) for any damage or injury caused to the person(s) or their property suffered during the supply.
20. If work is commissioned and subsequently cancelled, the Customer shall pay the Company either a sum equal to 33% of the complete fee, or a sum equal to the proportion of the complete fee to which the work completed relates plus a further sum charged on a time basis for preliminary research, administration and inquiries, whichever is the greater. For a cancelled interpreting assignment the full fee will be payable if the assignment is cancelled within 48 hours of the start of the assignment.
21. Return postal charges within the United Kingdom will normally be borne by the Company, except when the cost involved is disproportionately high relative to the value of the goods supplied. Any carrier costs involved in supplying the goods or services to the Customer that are higher than Royal Mail first class post, will be charged in total to the Customer.
22. Unless otherwise agreed in writing by a Director of the Company, payment in full is due within either the time scale stated on any quotation or estimate or within 30 days of the date of invoice whichever is the earlier date. Any invoice paid after 30 days of the date of the invoice incurs an automatic 10% surcharge, which is payable immediately. Interest will be charged monthly on all overdue amounts (inclusive of the surcharge) at the rate of 10% above the Royal Bank of Scotland's base lending rate, calculated from the date of invoice, or £20.00, whichever is the greater amount. Any discounted price offered is strictly conditional upon full payment being received within the time scale stated on any quotation or estimate or within 30 days of the date of invoice whichever is the earlier date. If full payment is not made within this time the difference between the non-discounted price and the discounted price will be additionally invoiced to the Customer by the Company, this invoice will have the same date of invoice as the original invoice, and interest will be charged on both invoices from the date of invoice until payment is made in full including any interest charged.
23. If the Company waives any clause of these Terms and Conditions to the Customer for any reason whatsoever, all other clauses of these terms and conditions remain in place unless agreed in writing by a Director of the Company.
24. This contract is deemed to have been made in England and shall be construed and take effect in accordance with English law.