



Word Language Services Ltd, 36 Cornfield Rd, Rowley Regis, B65 8HL  
Company Reg No: 09898684  
Tel No: 0121 533 2432  
Mob No: 07722991909  
Email: [enquiries@wordlanguageservices.co.uk](mailto:enquiries@wordlanguageservices.co.uk)

## CLIENT TERMS OF BUSINESS FOR THE SUPPLY OF INTERPRETING SERVICES

Word Language Services Limited is a provider of interpreting services and the said services shall be subject to the following terms and conditions: -

### **1. DEFINITIONS**

1.1 In these Terms of Business, the following definitions apply: -

"WLS" shall mean Word Language Services Limited whose registered address is 36 Cornfield Road, Rowley Regis, West Midlands. B65 8HL

"Assignment" means the period during which the Interpreter is supplied to render service to the Client.

"Client" means the person, firm, and organisation statutory or corporate body together with any subsidiary or associated units to whom the Interpreter is engaged.

"Engagement" means any use of the Interpreter's service for face to face interpreting or telephone interpreting on a temporary basis.

"Interpreter" means the individual whose services are supplied by WLS to the Client.

1.2 The headings contained in these Terms and Conditions are for convenience only and do not affect their interpretation.

### **2. THE CONTRACT**

2.1 These Terms constitute the Contract between WLS and the Client for the supply of the Interpreter's services by WLS, to the Client and are deemed to be accepted by the Client by virtue of its request for Engagement of the Interpreter.

2.2 No variation or alteration to these Terms shall be valid unless approved by a Director of WLS, in writing.

2.3 Unless otherwise agreed by a Director of WLS, these Terms prevail over any terms of business proffered by the Client.

### **3. CHARGES AND PAYMENT TERMS**

3.1 The Client agrees to pay the charges of WLS as confirmed in the quotation supplied. The charges are calculated according to the number of hours attended by the Interpreter. The charges include the Interpreter's interpreting time but also include the Interpreter's travel time and travel expenses as may have been agreed with the Client, if there is no such agreement, such expenses as are reasonable.



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- 3.2 Any increase to these charges is at WLS's discretion.
- 3.3 The charges are invoiced to the Client on a weekly basis, unless otherwise agreed, and are payable within 30 days. Payment of invoices outside these terms will be subject to the remedies contained within the provisions of the Late Payment of Commercial Debts (Interest) Act 1998.
- 3.4 All payments shall be made without deduction or set off. All and any queries relating to the invoice and/or the services for any billing period shall be raised within 7 business days of receipt of such invoice by the Client. In circumstances where no queries are raised within the said 7 business days period, the invoice shall be deemed acceptable.
- 3.5 A failure to pay any invoice in accordance with foregoing terms or under terms specified in the contract, shall entitle us to suspend further work, both on the same Assignment and on any Assignment without prejudice to any other right WLS may have.
- 3.6 WLS reserves the right to a late payment fee for all invoices not paid within 30 days from the date of invoice. This late payment fee shall be 10% of the invoice total.

#### **4. TIMESHEETS**

- 4.1 At the end of each Assignment, the Client shall sign WLS's timesheet verifying the hours attended by the Interpreter during that Assignment.
- 4.2 Signature of the timesheet by the Client indicates satisfaction with the services provided by the Interpreter and confirmation of the number of hours attended. Failure to sign the timesheet does not absolve the Client's obligation to pay the charges in respect of the hours attended.

#### **5. REMUNERATION**

- 5.1 WLS assumes responsibility for payment of the Interpreter's remuneration.

#### **6. LIABILITY**

- 6.1 Whilst every effort is made by WLS to give satisfaction to the Client by ensuring high standards of skills, integrity and reliability from Interpreters and further to provide them in accordance with the Client's booking details, WLS is not liable for any expense, delay or damage arising from any failure to provide any Interpreter for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Interpreter.
- 6.2 Interpreters are engaged by WLS, under contract for services. They are not the employees of WLS.

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## **7. CANCELLATION**

- 7.1.1 If the Client cancels the Assignment within twenty-four hours of the confirmed Interpreter commencing the Assignment, as agreed with the Client, the Client will be liable to compensate WLS by way of payment based on the duration of the booking or in the absence of a duration a minimum of 1 hour.
- 7.1.2 If the Interpreter is already present at the location where the Assignment is due to take place, or if the Interpreter has initiated their journey to the said location where the Assignment is due to take place, then compensation to WLS will further include the Interpreter's travelling time and travelling expenses incurred in addition to the charges listed in Clause 7.1.1. Cancellation of this compensation payment is at WLS sole discretion.
- 7.1.3 Any pre-booked travel expenses such as train tickets shall be chargeable regardless of the notice given however if more than 24 hours' notice is provided the charges in clause 7.1.1 shall not be chargeable.
- 7.1.4 Cancellation of Court attendances shall be chargeable at 3 hours attendance as a minimum for each day cancelled regardless of notice given.
- 7.2 If the Interpreter fails to attend an Assignment or notifies the Client that he/she is unable to attend an Assignment for any reason notwithstanding, the Client shall notify WLS immediately and without delay and in any event.

## **8. TELEPHONIC**

- 8.1 Telephonics shall be charged based on the time booked for regardless of whether the duration is shorter.
- 8.2 A minimum duration of 15 minutes applies to all bookings.
- 8.3 Cancelled telephonics are charged at the duration booked for.
- 8.4 Telephonics are chargeable from the time they are booked from, for the avoidance of doubt, any delay in the call commencing shall be added to the call duration for invoicing purposes.

## **9. TERMINATION**

WLS shall be entitled to terminate any Agreement where the Client appears to be or is insolvent, has attempted to come to an Agreement with creditors or has had any execution levied against it. Further



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WLS, may terminate any instruction where it believes its Interpreters are placed at risk. WLS, may also terminate this agreement if the Client breaches clauses 11 and 12.

## **10. SAFETY**

The Client shall ensure that any Interpreter is kept safe and free from harm and that they will indemnify WLS, against any claim arising from the Interpreters' attendance at the Client's premises or with the Client's customers or staff.

## **11. DISPUTES AND COMPLAINTS**

Any complaint about the quality of the interpretation must be notified to WLS, within 4 days of the receipt of same by the Client and WLS shall be given a period of 10 days to respond to any complaint made.

## **12. CONFIDENTIALITY**

The Interpreters of WLS will endeavour to treat as confidential the documentation or information provided to it whilst interpreting for the Client. This Clause however does not prohibit disclosure of the information to WLS's own employees, agents, and permitted sub-contractors together with WLS auditors or professional advisors. Furthermore, WLS, may disclose such documentation or information to any Statutory or Regulatory Body or Tribunal, Court or Body otherwise entitled to request same.

The Client shall not disclose any Interpreter's contact details to any third party without the express prior written permission of WLS. The Client shall not, either directly or via an agent, sub-contractor, advisor, intermediary or associated business, directly instruct or retain any of WLS's Interpreters or Translators.

## **13. DATA PROTECTION**

The Client undertakes to WLS that it will or has taken all necessary steps to ensure that the information provided to WLS, for interpretation complies with all the requirements of the Data Protection Act 1998 and to this extent the Client indemnifies WLS against any fine or loss incurred in the provision of these services.

## **14. FORCE MAJEURE**

WLS will not be liable to the Client for any delay in performing their obligations under this agreement where such delay is caused by a Force Majeure Event such as fire, flood, accident, act of God, riot, war, act of terrorism, storm, strike or earthquake.

## **15. LIABILITY**

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In the event of negligence, or breach of contract on the part of WLS, WLS shall not be liable for any consequential loss or damage caused by any inaccuracy or deficiency in the interpretation to the full extent that such exclusion of liability is permitted by Law. WLS's total liability shall not exceed that of the agreed fee.

## **16. GOVERNING LAW**

All Contractual relations between the Client and WLS shall be subject to the laws of England and Wales.