General Terms and Conditions

These Language Services Terms and Conditions constitute a legally binding agreement between you (whether an individual, corporation or entity) and Prestige Network Limited .

Customers should save and/or print a copy of these terms and conditions for future reference when making a booking.

1. Definitions

1.1. ‘Services' means all Services provided by Prestige Network Limited to You.
1.2. 'You/Your/Customer/Client' means the person(s), company, organisation or firm who request and purchase Services from Us.
1.3. We/Us/Our’ means Prestige Network Limited, registered in England and Wales. Number: 2440502. Registered office and trading address: 8 Thatcham Business Village, Thatcham, Berkshire RG19 4LW, United Kingdom.
1.4. 'Source Material/Original Works' means any documents, materials, element of text, images, graphics, photographs, designs, data or other information given to Prestige Network Limited by You in order to carry out the requested Services.
1.5. 'Translated Material/Works' means the document, file or works produced by Prestige Network Limited using the Source Material and instructions You provided.
1.6. 'Source Material' means any documents, materials, element of text, images, graphics, photographs, designs, data or other information provided by the Client to Prestige Network Limited relating to the Services.
1.7. 'Order Confirmation' means communication from Us to You containing confirmation of the Services to be performed by Us.
1.8. Where reference is given to "writing" or "written", this also includes email and facsimile communication.
1.9. Where wording in these Terms and Conditions is singular form, the meaning shall include the plural and vice versa
1.10. The headings contained in these Terms and Conditions are for convenience only and do not affect their interpretation.

2. General

2.1. All work carried out for the provision of Services between Us and Our Customers is subject to these Terms and Conditions.
2.2. These Terms and Conditions apply to all Services provided by Us unless otherwise is agreed in writing by both Us and the Customer.
2.3. These Terms and Conditions shall prevail in the event of any conflict between them and the Terms and Conditions, if any, in any communication from the Customer.
2.4. These Terms and Conditions shall be governed by and construed in accordance with English law.
2.5. Quotations are not binding on either party until We have provided You with written Order Confirmation.
2.6. Quotations should be taken as guidance only and are based on the information You provided describing the Source Material. We have the right to amend a quote if We feel that the Source Material differs from the description provided.
2.7. Quotations are valid for a period of 30 days from the date of quotation.
2.8. Order Confirmation may be provided by different means of communication, including facsimile, telephone and email.
2.9. Upon requesting Services for the first time, We may, at Our discretion, require You to sign an Order Confirmation form to confirm Your acceptance of these Terms and Conditions. However, You acknowledge that all requests for quotations and for provision of Services will be subject to these Terms and Conditions, whether there is or is not the presence of a signed Order Confirmation form.

3. Price and Payment

3.1. Unless otherwise stated, prices are in sterling and are exclusive of value added tax and any other tax or duty. We shall invoice you for all appropriate taxes and expenses for which we are liable to collect. You shall be liable to pay any penalties or interest on such taxes which are payable by us as a result of your delay in paying such taxes.
3.2. Discounts included on quoted prices are only applicable if invoices are paid within 30 days of receipt.
3.3. Price includes transmission to the address specified in our quotation or confirmation of Order.
3.4. Quotations in a currency other than sterling are based on the rate of exchange at the time of quoting and, unless otherwise stated, the price may be subject to revision if any different rate of exchange is ruling at the date of invoice.
3.5. Services lasting over 21 days will be invoiced 50% on commencement and 50% on completion. Services running under 21 days will be invoice in full on completion.
3.6. Payment shall be made within 30 days from the date of invoice. All payments shall be made without deduction or set-off of bank charges by bank transfer or cheque.
3.7. In the event that payment has not been received then an administration charge of £50.00 will be applied.
3.8. Failure to pay any invoice in accordance with the foregoing terms, or other terms specified in the Contract, 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.
3.9. We reserve the right to charge interest on overdue accounts, such interest to be calculated daily on the amount outstanding at the rate of 8 per cent above the published base rate of the Bank of England.

4. Services and Liability

4.1. We have the right to refuse Services if We consider, at Our discretion, that the Source Material contains anything defamatory, obscene, illicit or libellous and We reserve the right to cancel Services for these reasons.
4.2. We shall use all reasonable skill and care in selecting translators, interpreters and other personnel used to produce the Translated Works and perform the Services.
4.3. No terms, conditions or warranties, whether express or implied, about the quality or fitness for purpose of the Services or the Translated Works shall be incorporated unless expressly set out in the Contract.

4.4. We shall incur no liability to you for innocent or negligent misrepresentation by virtue of any statement made by or on behalf of us prior to the Contract, whether orally or in writing, and you shall not be entitled to rescind the Contract on the grounds of any such misrepresentation.

4.5. We do not warrant that the Translated Works will meet your specific requirements and, unless otherwise agreed, we do not warrant that the operation of any Translated Works sent to you will be uninterrupted or error free. Furthermore, we do not warrant that or make any representation regarding the use of the Translated Works in terms of their accuracy, correctness, reliability or otherwise.

4.6. You acknowledge that any Original Works and Translated Works 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 Original Works or Translated Works.

4.7. You acknowledge that Additional Proofreading is an optional Service whereby Translated Material will be reviewed by an additional Translator, and that this does not guarantee that final Translated Material will be error-free.

4.8. Although an urgency surcharge may be levied for urgent Services requested by the Client, because such urgency may preclude the necessary time to check and edit the translation, and result in the use of multiple translators for larger volumes may result with inconsistencies and inaccuracies, Prestige Network shall not be liable for any direct or indirect loss flowing from the accuracy and/or consistency of the Translated Works or other such consequential urgency issues.

4.9. If You cancel or reduce in quantity the work or Services agreed in the Order Confirmation once We have started to provide the Services, the full amount shall remain payable by You. In the case of large volume orders, a charge based on the amount of the text translated at the point of cancellation may apply.

4.10. If You suspend, place on hold or request that We postpone work or Services agreed in the Order Confirmation, the quoted price, confirmed order value and delivery schedule will be subject to change, at Our sole discretion.

4.11. You acknowledge that Services provided by Us may be subject to stylistic and preferential terminology and We accept no liability for (or for the correction of) any errors, typing mistakes or formatting errors in the Source& Target Material.

4.12. In all cases, Our total liability to You shall not exceed the amount paid or is payable for the Services.
If You have a claim relating to Services provided by Us, You must notify Us within ten (10) business days of receipt of the Translated Material or within seven (7) days of the last day of the Interpreting Assignment. In the absence of such notification Client shall be deemed to have accepted the deliverable of the Services

4.13. You must notify us within 10 days of delivery of the Translated Works of any alleged inaccuracies in the Translated Works, at which point our liability will be no more than to rectify any such alleged inaccuracies, that we feel to be justified, to our satisfaction. At no time will such allegations delay payment.

4.14. Please note Prestige Network provides Translation Services

5. Delivery

5.1. The dates for delivery of the Translated Works, or the dates for carrying out the Services, are approximate only and, unless otherwise expressly agreed by us, time is not of the essence for delivery or performance, and no delay shall entitle you to reject any delivery or performance or to repudiate the Contract.

5.2. We will not be liable in any circumstances for the consequences of any delay in delivery or performance or failure to deliver or perform if the duration of the delay is not substantial or if the delay or failure is due to late delivery or performance or non-delivery or non-performance by suppliers or subcontractors, shortage of labour, an act of God, fire, inclement or exceptional weather conditions, industrial action, hostilities, governmental order or intervention (whether or not having the force of law) or any other cause whatever beyond our control or of an unexpected or exceptional nature.

5.3. Posting or delivery to a carrier (including post, facsimile, e-mail) for the purpose of transmission to you shall, for the purposes of the Contract, constitute delivery to you. Risk in the Translated Works shall pass to you on delivery.

5.4. We may deliver by installments in such quantities as we may reasonably decide; such installments shall be separate obligations and no breach in respect of one or more of them shall entitle the You to cancel any subsequent installments or repudiate this contract as a whole.

6. Interpreting Services

6.1. All bookings must be made via the Prestige Network Interpreter Booking Form. When completing the Booking form, please try to be as detailed as possible as to the assignment content. We will strive to match the assignment to an interpreter with the appropriate qualifications, competence and experience relevant to the job.

6.2. In order to allow for suitable preparation, any reference or Source Materials relating to the Interpreting Assignment must be provided to Us in advance prior to the date Services are due to commence. We will accept no liability for any complaints, losses, damages or penalties as a result of not receiving Material within these timescales.

6.3. When required to perform Services at Your or Third Party premises, You shall:
6.2.1 provide access to the premises, required systems and other facilities which may be reasonably required by Us.
6.2.2 ensure that all necessary health & safety measures are in place.
6.2.3 allow Us adequate time for the installation and removal of any equipment and insuring such equipment in full.
6.2.4 We shall be entitled to charge you for any additional costs and expenses which we may incur as a result of any hazardous conditions or material encountered at your premises.

6.4. At the end of each assignment the Client shall sign Prestige Network's timesheet verifying the hours attended by the Interpreter during that Assignment.

6.5. 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.

6.6. If an Interpreter sub-contractor is unable to perform the Services as a result of illness or other reason, We will take all reasonable measures to provide a suitable replacement in timely manner.

6.7. If You cancel a Face to Face Interpreting Assignment after it has been confirmed, You shall, at Our sole discretion, be liable to pay:
6.7.1 100% of the interpreting cost + pre-booked travel and accommodation costs if cancellation is less than seven (7) days before

the start of the Interpreting Assignment.
6.7.2 50% of the interpreting cost + pre-booked travel and accommodation costs if cancellation is seven (7) to fourteen (14) days before the start of the Interpreting Assignment.
6.7.3 if cancellation is more than fourteen (14) days before the start of the Interpreting Assignment, only an admin fee and pre-booked travel and accommodation costs will be payable.

6.8. If You cancel a Sign Language Interpreting Assignment after it has been confirmed, You shall, at Our sole discretion, be liable to pay:
6.8.1 100% of the interpreting cost + pre-booked travel and accommodation costs if cancellation is less than ten (10) days before the start of the Interpreting Assignment.
6.8.2 50% of the interpreting cost + pre-booked travel and accommodation costs if cancellation is eleven (11) to fourteen (14) days before the start of the Interpreting Assignment.
6.8.3 if cancellation is more than fourteen (14) days before the start of the Interpreting Assignment, only an admin fee and pre-booked travel and accommodation costs will be payable.

6.9. If you cancel a pre-booked Telephone Interpreting Assignment an administration fee may apply. Once the connection is made, the customer will be liable in full for the interpreting charges.

6.10. Whilst every effort is made by Us 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, We are 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.

6.11. Any change to the date and/or time of the booking will be treated as a new booking. Fees as per cancellation terms will apply.

6.12. Interpreters are engaged by Prestige Network Ltd under contract for services. They are not the employees of Prestige Network Ltd.

6.13. Should a booking be delayed for any reason out of the control of either the Interpreter or Us, then the Client shall still be liable for charges in respect of the originally agreed commencement of the booking.

7. Intellectual Property

7.1. All Intellectual Property Rights (including, but not limited to copyright) in the Original Works and the Translated Works shall vest in you (or your licensors) but, for the avoidance of doubt, you hereby grant to us (and our sub-contractors) a license to store and use the Original Works and the Translated Works for the duration of the Contract and for the purposes of providing the Services to you.

7.2. You agree to indemnify Us against all damages, loses, penalties, injury, costs and expenses of whatever nature which We may become liable as a result of the Services We have provided that infringe on any Intellectual Property Rights.

8. Confidentiality

8.1. We agree to treat information relating to Our Customers, Source Material and Translated Material in the strictest confidence and will not disclose such information to any third parties unless required to do so by law.

8.2. You agree not to disclose any confidential information to any third party and will only make use of such information so that We are able to provide Services to You.

8.3. The obligation of confidentiality contained within this clause 8 shall survive termination of the Contract howsoever caused.

9. Data Protection

9.1. Each party shall ensure that in the performance of its obligations under these Terms and Conditions it will at all times comply with relevant provisions of the Data Protection Act 1998

9.2. We acknowledge that if we are required to process any data in the course of providing the Services we shall do so only on your instructions.

10. Copyright

10.1. Without prior written agreement to the contrary, copyright in the Translated Works shall vest in Prestige Network and the Client, upon payment of all outstanding charges to Us for the Services is granted a licence to exploit such translation for its stated purpose only. Unless otherwise agreed in writing, any published text of the translation shall carry the following statement. Translated from (language) by Prestige Network Ltd, (year)

10.2. In relation to the Translation Services, the copyright in all translated material belongs to Us, until the payments made in full by You.

11. Non-Solicitation

11.1. Unless otherwise agreed by Prestige Network, the Customer (which for the purposes of this clause includes any of the Customer's Affiliates) shall not, for a period of one year after termination of the agreement, either directly or indirectly, on its account or for any other person, firm or company solicit, employ, endeavour to entice away from Prestige Network or use the services of Prestige Network's Staff or any of its freelance linguists. In the event of any breach under this clause, the Customer shall pay to Prestige Network an amount equal to the aggregate remuneration paid by Prestige Network to that member of Staff for the year immediately prior to the date on which the Customer employed or used the services of that member of Staff. In the case of a freelance linguist the amount will be equal to the equivalent of a full year full time salary. This clause shall not apply where the customer has an existing relationship before contract start-date.

12. Termination

12.1. If you subsequently cancel, reduce in scope or frustrate (by an act or omission on your part, or any third party relied upon by you) the Contract, the full price for the Contract shall remain payable unless otherwise agreed in advance. Any Original Works provided to us, and Translated Works completed by us, under the Contract shall be made available to you on termination of the Contract.

12.2. We shall be entitled to terminate the Contract immediately by written notice to you if:

12.2.1. You commit a material breach of the Contract and, in the case of such a breach which is capable of remedy, you fail to remedy the same within 7 days of receipt of a written notice specifying the breach and requiring it to be remedied,

12.2.2. You make any voluntary arrangement with your 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 your property or assets, or you cease or threaten to cease business, or an equivalent or analogous event occurs in any other jurisdiction.

12.2.3. Any termination of the Contract shall not prejudice any rights or remedies which may have accrued to either party.

13. Dispute Resolution

13.1. If any dispute arises between the parties with respect to translation or other similar services provided by us, then such dispute shall, at the request of either party, be referred to a person agreed between the parties or (in default of agreement within 7 days of notice from either party) to a person chosen on the application of either party.

13.2. Such a person shall be appointed to act as an expert and not as an arbitrator, and the decision of that person shall be final and binding.

13.3. The cost of such an expert shall be borne equally by the parties, unless such expert otherwise directs.

14. Miscellaneous

14.1. We may engage any person, firm or company as our sub-contractor to perform any or all of our obligations, and we may assign any or all of our rights and obligations under the Contract.

14.2. Any notice or other communication to be given under these conditions must be in writing and may be delivered or sent by prepaid first class letter post, facsimile transmission or e-mail. Any notice or document shall be deemed served: if delivered, at the time of delivery; if posted, 48 hours after posting; and if sent by facsimile transmission or e-mail, at the time of transmission.

14.3. No waiver by us of any breach of the Contract by you shall be considered as a waiver of any subsequent breach of the same or any other provision.

14.4. If any provision of these Terms and Conditions is or becomes invalid or unenforceable it will be severed from the rest of the Terms and Conditions so that it is ineffective to the extent that it is invalid or unenforceable and no other provisions of the Terms and Conditions shall be rendered invalid, unenforceable or be otherwise effected.

14.5. A person who is not party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

14.6. The Contract (and any proceedings whereby one party might be entitled to join the other as a third party) shall be governed by and construed in all respects in accordance with English law and the parties hereby submit to the non-exclusive jurisdiction of the English courts.

14.7. Nothing in these Terms and Conditions or the Contract is intended to or shall operate to create a partnership or joint venture between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

These terms and conditions are subject to change without prior written notice.