



SERVICE AGREEMENT

BUSINESS TERMS AND CONDITIONS

CONTRACT DETAILS

This Agreement is made on the Commencement Date, between:

— Welcome Translation Experts Limited a private limited company, incorporated and registered in England and Wales with company number 10835978, whose registered office is at 43-51 Whitmore Road, Birmingham, England, B10 0NR, trading as Welcome Translation Experts (“**we**”, “**us**”, “**our**”) with VAT Number 272 9162 88;

and

— The Customer/Client (“**you**”, “**your**”).

BACKGROUND

Welcome Translation Experts are a Translation Services, Interpreting Services by professionally trained translators and interpreters. Welcome Translation Experts offer these Services:

- Translation;
- Interpreting;
- Proofreading;
- Transcription;
- Notary; and
- Legalisation.

Welcome Translation Experts also offer a package for Law Firms in receipt of LAA funding for translation and interpreting services.

The Customer wishes to engage Welcome Translation Experts for the provision of their Services. Welcome Translation Experts is willing to provide Services to the Customer in accordance with the terms of this Agreement, and as set out in Schedule 1 (“**Services**”).

BY USING OUR SERVICES, THE CUSTOMER AGREES TO THE TERMS OF THIS CONTRACT

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SCHEDULE 1 is attached to this Agreement.

AGREED TERMS

1. INTERPRETATION

1.1 The following definitions and rules of interpretation apply in this Agreement:

1.1.1 **“Agreement”** or **“Contract”** means this agreement between the Customer and Welcome Translation Experts that is made up of:

1.1.1.1 The Contract Details.

1.1.1.2 The Agreed Terms.

1.1.1.3 Schedule 1.

1.1.2 **“Business Day”** means 9.00am to 17:30pm, Monday to Friday (excluding public holidays in England and Wales).

1.1.3 **“Commencement Date”** means the date that this Services Agreement was made, which can be found at the top of this document.

1.1.4 **“Confidential Information”** means any information of a confidential nature as described in clause 9.

1.1.5 **“Customer’s Equipment”** means any equipment, systems, or facilities provided by the Customer and used directly or indirectly in the supply of Services. This is extended to apply to any equipment, systems, or facilities which are accessed remotely.

1.1.6 **“Deliverables”** means all Documents, products, and materials developed by Welcome Translation Experts or its agents, subcontractors, consultants, or employees in relation to the Services provided in any form.

1.1.7 **“Document”** includes (in addition to any document in writing) any drawing, plan, diagram, design, image, tape, disk, or any other device or record embodying information in any form.

1.1.8 **“Force Majeure Event”** has its definition in clause 14.1.

1.1.9 **“In-put Material”** means all Documents, information, and materials provided by the Customer, relating to the Services.

1.1.10 **“Intellectual Property Rights”** or **“IPR”** means patents; utility models; rights to inventions; copyright, neighbouring, and related rights; trademarks and service marks; business names and domain names; rights in get-up and trade dress, goodwill, and the

right to sue for passing off or for unfair competition; rights in designs; database rights; rights to use, and to protective confidentiality of, confidential information (including know-how and trade secrets); and all other intellectual property rights, in each case whether registered or unregistered, and including all applications and rights to apply for and be granted renewals or extensions of, and rights to claim priority from such rights and all similar or equivalent rights or forms of protection, which subsist or will subsist, now or in future, in any part of the world.

- 1.1.11 **“Ongoing Services”** means Services provided by Welcome Translation Experts on an ongoing basis.
- 1.1.12 **“Pre-existing Materials”** means all Documents, information, and materials provided by Welcome Translation Experts or its agents, subcontractors, consultants, or employees, relating to the Services, which existed prior to the Commencement Date.
- 1.1.13 **“Schedule 1”** means the schedule attached to this Agreement.
- 1.1.14 **“VAT”** means value added tax, chargeable under the *Value Added Tax Act 1994*.
- 1.1.15 **“Welcome Translation Experts’ Equipment”** means any equipment including tools, systems, or facilities provided by Welcome Translation Experts or its agents, subcontractors, consultants, or employees and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties, under which, title passes to the Customer.
- 1.1.16 **“Welcome Translation Experts’ Team”** means all directors, managers, employees, consultants, engineers and specialists, agents, and subcontractors engaged in relation to the Services.
- 1.1.17 References to **clauses** and **schedules** are to the clauses and schedules of this Agreement, and references to **paragraphs** are to the paragraphs of the relevant schedule or appendix.
- 1.1.18 Schedule 1 forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes Schedule 1.
- 1.1.19 Schedules, clauses, and paragraph headings shall not affect the interpretation of this Agreement.

- 1.1.20 Unless the context otherwise requires, words in the singular shall include the plural, and words in the plural shall include the singular.
- 1.1.21 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.1.22 Any words following the terms “**including**”, “**include**”, “**in particular**”, “**for example**”, or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term, preceding or following those terms.
- 1.1.23 A reference to “**writing**” or “**written**” includes fax, post and e-mail.
- 1.1.24 A reference to a **person** includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality).
- 1.1.25 A reference to a **party** shall include that party’s personal representatives, successors, and permitted assigns.
- 1.1.26 A reference to a **company** shall include any company, corporation, or other corporate body, wherever and however incorporated or established.
- 1.1.27 A reference to a **holding company** or a **subsidiary** means a holding company or subsidiary as defined in *section 1159* of the *Companies Act 2006*, and a company shall be treated for the purposes only of the membership requirement contained in *section 1159(1)(b)* and *(c)*, as a member of another company even if its shares in that other company are registered in the name of (a) another person, by way of security or in connection with the taking of security, or (b) its nominee.
- 1.1.28 A reference to a **statute** or **statutory provision** shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.1.29 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

2. COMMENCEMENT AND DURATION

- 2.1. This Agreement shall commence on the Commencement Date and continue for the period specified in Schedule 1, and after that shall continue until the Services are complete (unless this Agreement is terminated in accordance with clause 10).
- 2.2. Welcome Translation Experts shall provide the Services from the Commencement Date and shall continue to provide the Services throughout the term.

3. WELCOME TRANSLATION EXPERTS' RESPONSIBILITIES

- 3.1. Welcome Translation Experts shall:
 - 3.1.1 Use reasonable endeavours to perform the Services and deliver any Deliverables to the Customer in accordance with Schedule 1 and shall allocate sufficient resources (including all equipment, tools, or other items required) to the Services to enable it to comply with this obligation.
 - 3.1.2 Ensure that all goods, materials, standards, and techniques used in providing the Services are of good quality.
 - 3.1.3 Ensure Welcome Translation Experts' Team use reasonable skill and care in the performance of the Services.
 - 3.1.4 Comply with all applicable laws and regulations relating to the provision of the Services; and provided that Welcome Translation Experts shall not be liable under the Agreement if, as a result of such compliance, they are in breach of any of their obligations under this Agreement.
 - 3.1.5 Use reasonable endeavours to meet any deadlines as to performance dates as specified in Schedule 1.
 - 3.1.6 Co-operate with the Customer in all matters relating to the Services.
 - 3.1.7 Take Reasonable care of any of the Customer's Equipment and In-Put Material in Welcome Translation Experts' possession and make them available for collection by the Customer on reasonable notice and request. Welcome Translation Experts may dispose of the Customer's Equipment or In-Put Material if the Customer fails to collect them within a reasonable period after termination of this Agreement.

4. CUSTOMER'S OBLIGATIONS

4.1 The Customer Shall:

- 4.1.1 Co-operate with Welcome Translation Experts in all matters relating to the Services and appoint as it thinks fit a Customer's manager in relation to the Services, who shall have the authority contractually to bind the Customer on matters relating to the Services.
- 4.1.2 Provide such information as Welcome Translation Experts may reasonably request, and the Customer considers reasonably necessary in order to carry out the Services in a timely manner and to ensure that it is accurate in all material respects.
- 4.1.3 Pay all invoices submitted by Welcome Translation Experts in accordance with clause 6.
- 4.1.4 If Welcome Translation Experts' performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer, Welcome Translation Experts shall:
 - 4.1.4.1 Not be liable for any costs, charges, or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay.
 - 4.1.4.2 Be entitled to payment of the charges despite any such prevention or delay.
 - 4.1.4.3 Be entitled to recover any additional costs, charges, or losses that Welcome Translation Experts sustains or incurs that arise directly or indirectly from such prevention or delay.
- 4.1.5 Make aware to Welcome Translation Experts any specific preferred timelines prior to the commencement of work.
- 4.1.6 Provide Welcome Translation Experts with all necessary information to be able to carry out the services such as Documents, Location, Time, Contact Details, Billing References, and specific spellings.
- 4.1.7 The Customer must not directly contact the consultants of Welcome Translation Experts, to contact a specific consultant the Customer must contact Welcome Translation Experts direct.

5. CHANGE CONTROL

- 5.1. If either party wishes to change the scope or execution of the Services, it shall submit details of the requested change to the other in writing.
- 5.2. If either party has made any request to make a change to the scope or execution of the Services, Welcome Translation Experts shall, within a reasonable time, provide a written estimate to the Customer of:
 - 5.2.1 The likely time required to implement the change.
 - 5.2.2 Any necessary variations to Welcome Translation Experts' charges arising from the change.
 - 5.2.3 Any other impact of the change on this Agreement.
- 5.3. Unless both parties consent to a proposed change, there shall be no change to this Agreement.
- 5.4. If both parties consent to a proposed change, the change shall be made only after the agreement of the necessary variations to Welcome Translation Experts' charges, the Services, and any other relevant terms of this Agreement has been varied in accordance with clause 15.
- 5.5. If Welcome Translation Experts requests a change to the scope or execution of the Services in order to comply with any applicable safety or statutory requirements, and such changes do not materially affect the nature or scope of, or the charges for the Services, the Customer shall not unreasonably withhold or delay consent to it. Unless Welcome Translation Experts' request was attributable to the Customer's non-compliance with the Customer's obligations, neither the Welcome Translation Experts' charges nor any other terms of this Agreement shall vary as a result of such change.

6. CHARGES AND PAYMENT

- 6.1. In consideration of the provision of the Services by Welcome Translation Experts, the Customer shall pay the charges as set out in Schedule 1 and in accordance with this clause 6.
- 6.2. The Customer can pay via BACS, Cheques, and if made available, Welcome Translation Experts' Online Payment System.

- 6.3. If you are a business customer, unless otherwise agreed in writing in advance by Welcome Translation Experts, The Customer must pay 50% of the agreed charge before the services are provided, and 50% following completion of the Services within 30 days of invoice.
 - 6.3.1. The Customer also has the choice to pay all fees upfront in advance.
 - 6.3.2. If the Customer is a Law Firm paying upon receipt of payment from the Legal Aid Agency (LAA), they must pay Welcome Translation Experts 30 days upon invoice, or where Welcome Translation Experts agrees to extend the credit period.
 - 6.3.2.1. Law Firms are fully responsible for payments towards Welcome Translation Experts on behalf of their clients. Welcome Translation Experts does not have direct dealings with the end user. This includes collecting payments from LAA and private clients.
 - 6.3.3. All private customers must pay all fees upfront before the services are provided.
- 6.4. The charges and payments by the Customer exclude VAT, which Welcome Translation Experts shall add to its invoices at the appropriate rate.
 - 6.4.1. Customers who are outside the UK or an Immigration Client with no Visa who are exempt from paying VAT will be quoted excluding VAT.
- 6.5. The charges shall be paid in GBP, unless otherwise agreed in writing by Welcome Translation Experts.
- 6.6. Welcome Translation Experts accepts bank transfers and direct debit payments with all debit and credit cards and via PayPal. The customer may also pay via Stripe if agreed in advance by Welcome Translation Experts.
- 6.7. All amounts due under this Agreement from the Customer to Welcome Translation Experts shall be paid in full without any set-off, counterclaim, deduction, or withholding (other than any deduction or withholding of tax as required by law).
- 6.8. If Welcome Translation Experts requires a deposit and the Customer fails to make payment, Welcome Translation Experts may suspend all Services until payment has been made. Welcome Translation Experts also reserves the right to terminate this Agreement if any money payable to them is not paid on the due date.

- 6.9. If a party fails to make any payment due to the other party under this Agreement, by the due date for payment, then, without limiting the other party's remedies under clause 17, the defaulting party shall pay interest on the overdue amount at the rate of 8% per annum above Bank of England base rate. Such interest shall accrue on a daily basis, from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount.
- 6.10. In relation to payments disputed in good faith, interest under clause 6.9 is payable only after the dispute is resolved, on sums found or agreed to be due, from the due date until payment.
- 6.11. Invoices covering payment in respect of materials purchased by, or services provided to Welcome Translation Experts, or for reimbursement of expenses, shall be payable by the Customer only if accompanied by relevant receipts and prior written approval was obtained from the Customer.
- 6.12. The parties agree that Welcome Translation Experts may review and increase the charges, provided that such charges will not be increased more than once in any 12 month period. Welcome Translation Experts will give the Customer not less than 1 month notice of any increase. If such increase is not acceptable to the Customer, it may terminate this Agreement by giving 1 month notice to Welcome Translation Experts.

7. QUALITY OF SERVICES

- 7.1. Welcome Translation Experts warrants to the Customer that:
- 7.1.1. Welcome Translation Experts will perform the Services with reasonable care and skill, and in accordance with generally recognised commercial practices and standards in the industry for similar services.
 - 7.1.2. The Services will materially conform with all descriptions provided to the Customer by Welcome Translation Experts found in Schedule 1.
 - 7.1.3. The Services will be provided in accordance with all applicable legislation from time to time in force, and Welcome Translation Experts will inform the Customer as soon as it becomes aware of any changes in that legislation.

- 7.1.4. The Customer's rights under this Agreement are in addition to the statutory terms implied in favour of the Customer by the Supply of Goods and Services Act 1982 and any other statute.
- 7.1.5. The provision of this clause shall survive any performance, acceptance, or payment pursuant to this Agreement and shall extend to any substituted or remedial services provided by Welcome Translation Experts.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. Welcome Translation Experts shall own all Intellectual Property Rights in existence as at the Commencement Date and which are created in the provision of the Services. Nothing in this Agreement is intended to transfer any title, right, or interest in such Intellectual Property Rights to the Customer.
- 8.2. In relation to any claim (including threats) or dispute brought to the Customer's attention, the Customer shall:
 - 8.2.1. Upon becoming aware, notify Welcome Translation Experts of such a claim (including threats) or dispute.
 - 8.2.2. Allow Welcome Translation Experts to conduct all negotiations and proceedings to settle the IPR's claim.
 - 8.2.3. Provide Welcome Translation Experts with reasonable assistance regarding the IPR's claim.
 - 8.2.4. Not, without prior consultation with Welcome Translation Experts, make any admission in relation to the IPR's claim or attempt to settle it, provided that Welcome Translation Experts considers and defends any IPR using competent counsel, and in such a way as not to bring the reputation of the Customer into disrepute.

9. CONFIDENTIALITY

- 9.1. Both parties undertake that each shall not, at any time during this Agreement, and for a period of 5 years after termination of this Agreement, disclose to any person any In-put Material (in the case of Welcome Translation Experts), Pre-existing Material (in the case of

the Customer), technical or commercial know-how, specifications, inventions, processes, or initiatives which are of a confidential nature, or any other confidential information concerning the disclosing party's business or its products which the receiving party may obtain in connection with entering into this Agreement, except as permitted by clause 9.2.

9.2. Both parties may disclose Confidential Information:

9.2.1. To its employees, agents, consultants, or subcontractors (and in the case of Welcome Translation Experts, Welcome Translation Experts' Team) as is needed for the purpose of discharging its obligations under this Agreement. The party in receipt of such information shall ensure that its employees, agents, consultants, or subcontractors to whom it discloses the Confidential Information, comply with this clause 9.

9.2.2. As may be required by law, a court of competent jurisdiction, or any governmental or regulatory authority.

9.3. Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations under this Agreement.

9.4. All materials, equipment and tools, drawings, specifications, and data supplied by one party to the other, shall at all times be (and remain) the exclusive property of the party supplying such materials, equipment and tools, drawings, specifications, and data, but shall be held by the receiving party in safe custody at its own risk, and maintained and kept in good condition by that party until returned to the supplying party, and shall not be disposed of or used, other than in accordance with any written instruction or authorisation.

9.5. You agree that we will hold the source and translated materials which may contain Personal Data for 6 months from the completion of work for your convenience, to allow you to raise any queries relating to the services provided. You also permit that the retention of the Personal Data by us following completion of work shall not put us in breach of Data Protection Laws. At the end of the 6 month period following completion of service or, if earlier, upon your request, we shall delete all materials and shall delete any copies in our possession unless we are required to hold the Personal Data in order to comply with Applicable Laws.

10. LIMITATION OF LIABILITY

10.1. Welcome Translation Experts' total liability under or in connection with this Agreement shall be limited to the greater of:

10.1.1 150% the total value of this Agreement; or

10.1.2 £100,000.

10.2. This limit shall apply howsoever that liability arises, including, and without limitation, a liability arising by breach of contract, arising by tort (including, and without limitation, the tort of negligence), or arising by breach of statutory duty.

10.3. Nothing within this clause shall exclude or limit liability for:

10.3.1 Death or personal injury caused by negligence.

10.3.2 Fraud or fraudulent misrepresentation.

10.4. Welcome Translation Experts will not be liable to the Customer, whether in contract, tort, or restitution, or breach of statutory duty, or otherwise, for any:

10.4.1. Loss of profit.

10.4.2. Loss of goodwill.

10.4.3. Loss of business.

10.4.4. Loss of business opportunity.

10.4.5. Loss of anticipated saving.

10.4.6. Loss of corruption of data or information.

10.4.7. Loss of contracts.

10.4.8. Loss of use of money.

10.4.9. Loss of actual savings.

10.4.10. Loss of revenue.

10.4.11. Loss of reputation.

10.4.12. Ex gratia payments.

10.4.13. Loss of operation time.

10.4.14. Loss of opportunity.

10.4.15. Special, indirect, or consequential damage or loss suffered by the Customer, arising under or in connection with this Agreement.

10.4.16. Any loss or damage suffered as a result of inaccurate service. Although Welcome Translation Experts takes commercially reasonable steps to ensure the accuracy of any services, we do not warrant that any work that we do will be 100% accurate, or free from errors. Welcome Translation Experts therefore shall bare no responsibility for any such inaccuracies or errors.

10.5 Nothing in this Agreement shall or shall not be deemed to relieve the Customer of any common law duty to mitigate any loss or damage incurred by it.

11. TERMINATION

11.1 Welcome Translation Experts may terminate this Agreement with immediate effect by giving written notice to the Customer if:

11.1.1 The Customer fails to pay any amount due under this Agreement on the due date for payment and remains in default for more than 14 days after being notified in writing to make such payment.

11.1.2 The Customer commits a material breach of any term of this Agreement where the breach is irremediable, or if such a breach is remediable, fails to remedy that breach within a period of 14 days.

11.1.3 The Customer repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement.

11.1.4 A petition is filed, a notice is given, a resolution is passed, or an order is made for or in connection with the winding up of the Customer's business activities.

11.1.5 An application is made to court (or an order is made) for the appointment of an administrator, or if notice of intention to appoint an administrator is given over the other party.

11.2 If the Customer instructs us to complete work we will take such instructions on an urgent basis, meaning that we will begin work as soon as commercially reasonable. Therefore, if the client is a consumer, they expressly waive any right to cancel under the Consumer Rights Act 2015, or any other similar right to cancel.

11.3 If the Customer wants to cancel and there has already been work done, the Customer must pay for the completed work accordingly.

11.4 For LAA Interpreting there is a 24-hour cancellation policy. If the Customer cancels within 24 hours of their enquiry, there is a minimum £25 (£29 Crime) per hour fee for 2 hours for Suppliers within London, and minimum £28 (£32 Crime) per hour fee for 2 hours for Suppliers outside of London. The charges shall be charged at a minimum of 2 hours in the event of cancellation. If the interpreter has incurred any travelling expenses, these will also be added to the final invoice. In the event that the interpreting was less than 2 hours the 2-hour minimum charge will apply to cover administration and other service costs. Any changes to a confirmed booking may incur an admin fee at our sole discretion.

11.5 Other Non-LAA Interpreting services, i.e. Private, Corporate or Litigation have a 48-hour cancellation Policy. Cancellation incurs 100% of the price when confirmed bookings are cancelled, amended on short or advanced notice. Any changes to a confirmed booking may incur an admin fee at our sole discretion.

12. CONSEQUENCES OF TERMINATION

12.1. On termination of this Agreement for any reason, Welcome Translation Experts shall immediately deliver to the Customer:

12.1.1. A refund of any sums paid in advance for Services which have not been performed as a result of the termination of the Agreement.

12.2. On termination of this Agreement for any reason, the Customer shall immediately pay to Welcome Translation Experts, all sums due and owing to it in connection with this Agreement.

12.2 Both parties shall return, destroy, or otherwise deal with, any Confidential Information as the disclosing party shall wish for it to be dealt with.

12.3 On termination or expiry of this Agreement, the following clauses shall continue in force: clause 6, clause 8, clause 9, clause 10, clause 12, clause 18, clause 20, and clause 23.

12.4 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations, or liabilities of the parties that have accrued up to date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

13. REMEDIES

13.1. If any Services are not supplied in accordance with Schedule 1 or Welcome Translation Experts fails to comply with any terms of this Agreement, the Customer shall be entitled (without prejudice to any other right or remedy) to require Welcome Translation Experts to carry out such additional work as is necessary to correct its failure.

14. FORCE MAJEURE

14.1. A Force Majeure Event is any circumstance not within a party's reasonable control. This includes, without limitation:

- 14.1.1 Acts of God such as flood, drought, earthquake, tsunami, or other natural disaster, epidemic, or pandemic.
- 14.1.2 War, or threat of or preparation for war (including terrorist attack, armed conflict, civil war, civil commotion, or riots).
- 14.1.3 Imposition of sanctions.
- 14.1.4 Nuclear, chemical, or biological contamination.
- 14.1.5 Sonic boom.
- 14.1.6 Fire, explosion, or accident (including collapse of building).
- 14.1.7 Interruption or failure of utility services.

14.2. Provided it has complied with this clause 14, if a party is prevented, hindered, or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event, the affected party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

14.3. The corresponding obligations of the other party will be suspended and it's time for performance of such obligations extended to the same extent as those of the affected party.

14.4. The affected party shall:

14.4.1. As soon as practicable after the start of the Force Majeure Event, but no later than 7 Business Days from its start, notify the other party in writing of the event, the date on which it started, its likely or potential duration, and the effect of the event on its ability to perform any obligations under this Agreement.

14.4.2. Use reasonable endeavours to mitigate the effect of the event on the performance of its obligations.

15. VARIATION

15.1. No variation of this Agreement shall be effective unless it is in writing and signed by the parties or their authorised representatives.

16. WAIVER

16.1. A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach.

16.2. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy.

17. RIGHTS AND REMEDIES

17.1. The rights and remedies provided under this Agreement are in addition to and not exclusive of any rights or remedies provided by law.

18. SEVERANCE

18.1. If any provision or part provision of this Agreement becomes invalid, illegal, or unenforceable, this shall not affect the validity and enforceability of the rest of this Agreement.

19. If it comes to the attention of either party that any provision or part provision of this Agreement is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid, and enforceable.

AGREEMENT IN FULL

19.1. This Agreement, including any schedules and appendixes, constitutes the entire agreement between the parties, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and assurances between them, whether written or oral.

19.2. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties or constitute any party the agent of another party.

20. THIRD PARTY RIGHTS

20.1. No one, other than a party to this Agreement, shall have any right to enforce any of its terms. This Agreement does not give rise to any rights under the *Contracts (Rights of Third Parties) Act 1999*.

21. TIME OF ESSENCE

21.1. Time is not of the essence for any of Welcome Translation Experts obligations under this Agreement.

21.2. Where Welcome Translation Experts specifies a particular date for the Customer to provide instructions or particular pieces of information necessary for Welcome Translation Experts to complete any or part of the Services, the Customer understands that time is of the essence in relation to those dates.

21.3. Time is of the essence in relation to the Customers Obligations of making payment under clause 6.

22. NOTICES

22.1. Any notice or other communication given to a party in connection with this Agreement shall be in writing, and shall be:

- 22.1.1. Delivered either by hand, by pre-paid first-class post, or by other next working day delivery service, at the receiving party's postal address provided in this Agreement unless otherwise stated; or
- 22.1.2. Sent by email to the email address specified in writing by Welcome Translation Experts as being a suitable address for service.

22.2. Any notice or communication shall be deemed to have been received:

- 22.2.1. If delivered by hand, at the time the notice is left at the proper address.
- 22.2.2. If sent by pre-paid first-class post, or by other next working day delivery service, at 9am on the second Business Day after posting.
- 22.2.3. If sent by email, at the time of the transmission, or if this time falls outside business hours in the place of receipt, when business hours resume.

21.3 This clause does not apply to the service of any proceedings or other documents in any legal action, or where applicable, any arbitration or other method of dispute resolution.

23. GOVERNING LAW AND JURISDICTION

23.1. This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes), shall be governed and construed in accordance with the law of England. We both agree that the courts of England and Wales will have exclusive jurisdiction.

BY USING OUR SERVICES, THE CUSTOMER AGREES TO THE TERMS OF THIS CONTRACT

THIS CONTRACT HAS BEEN ENTERED INTO ON THE COMMENCEMENT DATE

SCHEDULE 1: SERVICES AND PRICING

Welcome Translation Experts are a Certified Translation Services, Interpreting Services by professionally trained translators and interpreters. Welcome Translation Experts offer these Services:

- Translation;
- Interpreting;
- Proofreading;
- Transcription;
- Notary; and
- Legalisation.

Welcome Translation Experts also offer a package for Law Firms in receipt of LAA funding for translation and interpreting services. Your specific service and pricing is detailed below.

	London	Outside London
Interpreting Rates	Civil - £25.00/hour plus VAT Crime - £29.00/hour plus VAT	Civil - £28.00/hour plus VAT Crime - £32.00/hour plus VAT
Travelling & Waiting Time Calculated ½ of Interpreting rate	Civil - £12.50/hour plus VAT Crime - £14.50 /hour plus VAT	Civil - £14.00/hour plus VAT Crime - £16.00/hour plus VAT
Minimum Charge (for interpreting)	Minimum of 2 hours interpreting time	Minimum of 2 hours interpreting time
Mileage	45p per mile	45p per mile
Travel Cost (Ticket) Public transport fares	£TBA	£TBA
Translation Rates	10 pence per word £100/1000 words plus VAT	
Translation Rates -Minimum Fee	£50+VAT	