

Conditions Relating to Your Use of BDG Direct

1. Your Account

If you use the website, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer to prevent unauthorised access to your account. You agree to accept responsibility for all activities that occur under your account or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.

Please ensure that the details you provide us with are correct and complete and inform us immediately of any changes to the information that you provided when registering. You can access and update much of the information you provided us with in the Your Account area of the website.

BDG Direct reserves the right to refuse access to the website, terminate accounts, remove or edit content, or cancel orders at our discretion. If we cancel an order, it will be without charge to you.

2. Privacy

Please review our Privacy Notice, which also governs your visit to BDG Direct, to understand our practices.

3. Access to BDG Direct

We will do our utmost to ensure that availability of the website will be uninterrupted and that transmissions will be error-free. However, due to the nature of the Internet, this cannot be guaranteed. Also, your access to the website may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services. We will attempt to limit the frequency and duration of any such suspension or restriction.

4. Licence for website access

BDG Direct grants you a limited licence to access and make personal use of this website, but not to download (other than page caching) or modify it, or any portion of it, except with express written consent of BDG Direct. This licence does not include any resale or commercial use of this website or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this website or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools.

This website or any portion of this website may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without our express written consent.

You may not frame or use framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of BDG Direct and its affiliates without express written consent. You may not use any meta tags or any other "hidden text" utilising BDG Direct or its affiliates' names or trademarks without the express written consent of BDG Direct. Any unauthorised use terminates the permission or license granted by BDG Direct.

You are granted a limited, revocable, and non-exclusive right to create a hyperlink to the Home page of BDG Direct as long as the link does not portray BDG Direct, its affiliates, or their products or services in a false, misleading, derogatory, or otherwise offensive matter. You may not use any BDG Direct logo or other proprietary graphic or trademark as part of the link without our express written consent.

5. Your conduct

You must not use the website in any way that causes, or is likely to cause, the website or access to it to be interrupted, damaged or impaired in any way.

You understand that you, and not BDG Direct, are responsible for all electronic communications and content sent from your computer to us and you must use the website for lawful purposes only.

You must not use the website for any of the following:

- for fraudulent purposes, or in connection with a criminal offence or other unlawful activity
- to send, use or reuse any material that is illegal, offensive, abusive, indecent, defamatory, obscene or menacing; or in breach of copyright, trademark, confidence, privacy or any other right; or is otherwise injurious to third parties; or objectionable; or which consists of or contains software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any "spam"
- to cause annoyance, inconvenience or needless anxiety

6. Copyright, authors' rights and database rights

All content included on the website, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of BDG Direct, its affiliates or its content suppliers and is protected by United Kingdom and international copyright, authors' rights and database right laws. The compilation of all content on this website is the exclusive property of BDG Direct and its affiliates and is protected by United Kingdom and international copyright and database right laws. All software used on this website is the property of BDG Direct, our affiliates or our software suppliers and is protected by United Kingdom and international copyright and authors' rights laws.

You may not systematically extract and/or re-utilise parts of the contents of the website without BDG Direct 's express written consent. In particular, you may not utilise any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) for re-utilisation of any substantial parts of this website, without BDG Direct 's express written consent. You also may not create and/or publish your own database that features substantial (e.g. our prices and product listings) parts of this website without BDG Direct's express written consent.

7. Copyright claims

BDG Direct and its affiliates respect the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please follow our Notice and Procedure for Making Claims of Copyright Infringement.

8. Our contract

When you place an order to purchase a product from BDG Direct, we will send you an e-mail confirming receipt of your order and containing the details of your order. Your order represents an offer to us to purchase a product which is accepted by us when we send e-mail confirmation to you that we've dispatched that product to you (the "Dispatch Confirmation E-mail"). That acceptance will be complete at the time we send the Dispatch Confirmation E-mail to you. Any products on the same order which we have not confirmed in a Dispatch Confirmation E-mail to have been dispatched do not form part of that contract.

9. Customs

When ordering goods from BDG Direct for delivery overseas you may be subject to import duties and taxes, which are levied once the package reaches the specified destination. Any additional charges for customs clearance must be borne by you; we have no control over these charges and cannot predict what they may be. Customs policies vary widely from country to country, so you should contact your local customs office for further information. Additionally, please note that when ordering from BDG Direct, you are considered the importer of record and must comply with all laws and regulations of the country in which you are receiving the goods. Your privacy is important to us and we know that you care about how information about your order is used and shared. We would like our international customers and customers dispatching products internationally to be aware that cross-border deliveries are subject to opening and inspection by customs authorities.

10. Electronic communications

When you visit BDG Direct or send e-mails to us, you are communicating with us electronically. For contractual purposes, you consent to receive communications from us

electronically and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

11. Alteration of Service or Amendments to the Conditions

We reserve the right to make changes to our website, policies, and these Conditions of Use & Sale at any time. You will be subject to the policies and Conditions of Use & Sale in force at the time that you use the website or that you order goods from us, unless any change to those policies or these conditions is required to be made by law or government authority (in which case it will apply to orders previously placed by you). If any of these conditions is deemed invalid, void, or for any reason unenforceable, that condition will be deemed severable and will not affect the validity and enforceability of any remaining condition.

12. Events beyond our reasonable control

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control. This condition does not affect your statutory rights.

13. Waiver

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

Privacy Notice

- In relation to the website: www.bdgdirect.com ('the Site').
- Owner: Business Development Group, whose principal place of business is at: 75 Harborne Rd, Birmingham, B15 3DH, UK ('we'/'us'/'our').

The Site is a UK-based website and takes reasonable care to comply with the requirements of the UK Data Protection Act 1998 relating to the personal information you supply on the Site.

The Site uses a security system that protects your information from unauthorised use.

However, as no data transmissions over the Internet can be guaranteed to be 100% secure, we cannot ensure or warrant the security of any information you transmit to us and you do so at your own risk.

Save as provided below, we will not sell, distribute or disclose information about you as an individual or your personal usage of the Site ('Information') without your consent or unless required or permitted to do so by law. The Information we gather may include name, delivery address, credit or debit card number and expiry date, email address, telephone number, and any personal preferences. You will be asked to specify the areas in which you are interested so that we can tailor the information which we send to you to cover the topics and merchandise which we believe you might be interested in.

Please note that we do provide links to other sites, which may not be governed by this Privacy Policy and you should view the particular privacy policies of those sites for further information.

We would like you to keep the Information about you up-to-date. You may change any of the basic information we keep about you at any time by sending us an email.

In addition to the Information which you supply to us, information and data may be automatically collected through the use of cookies. Cookies are small text files the Site can use to recognise repeat users and allow us to observe behaviour and compile aggregate data in order to improve the Site for you. For example, cookies will tell us whether you viewed the Site with sound or with text on your last visit. Cookies also allow us to count the number of unique and return visitors to our Site.

Some of our associated companies may themselves use cookies on their own websites. We have no access to, or control of these cookies, should this occur. Unfortunately, we cannot accept liability for any malfunctioning of your PC or its installed web browser as a result of your seeking to follow these instructions.

We may monitor customer traffic patterns, Site usage and related Site information in order to optimise your use of the Site and we may give aggregated statistics to a reputable third-party, but these statistics will include no information personally identifying you.

We may also use the Information we gather to notify you about important functionality changes and alterations to the Site, or offers of products, services or information that might be of particular interest to you. Your information may also be transferred to another company in the event of sale of our company to a third party. In that event, we will endeavour to ensure that your rights and freedoms in respect of the processing of your personal data are adequately and appropriately protected. By submitting your Information and ticking the requisite boxes on any order form or when subscribing to the services available on our Site, you consent to such use and transfer. If at any time you wish to stop receiving our newsletter or any other information you may have requested from us or any other company, please email or write to Customer Services at the address given for us above or click the Unsubscribe link (if available) at the bottom of any document you receive from us.

Surveys and user groups

We always aim to improve the services we offer. As a result we occasionally canvass our customers using surveys. Participation in surveys is voluntary, and you are under no obligation to reply to any survey you might receive from us. Should you choose to do so, we will treat the information you provide with the same high standard of care as all other customer information.

Terms and Conditions

Birmingham Chamber of Commerce and Industry

Terms of supply of Datasearch service

These terms contain provisions excluding and limiting liability. The Client's attention is drawn in particular (but not exclusively) to clauses 4 and 5 (warranties, indemnities and liability)

1 Interpretation

1.1 In these Terms:

"Client" means the person named on the Datasearch Quote for whom Datasearch has agreed to provide the Datasearch Service in accordance with these Terms;

"Contract" means the contract for the provision of the Datasearch Service;

"Datasearch" means Birmingham Chamber of Commerce and Industry a company limited by guarantee (registered in England under number 78731) trading via its Datasearch division;

"Datasearch Quote" means the quote from Datasearch to the Client for the Datasearch Service to which these Terms are appended and/or to which these Terms apply;

"Datasearch Service" means the Datasearch service to be provided by Datasearch for the Client in accordance with the Datasearch Quote;

"Document" includes, in addition to a document in Writing, any other record of any information in any form including electronic or computer based;

"Data" means the data or other information including any Documents or other materials provided by Datasearch to the Client pursuant to the Datasearch Service;

“Writing” and any similar expression, includes facsimile transmission and comparable means of communication and electronic mail, save for the purposes of clauses 6 and 7.2 where electronic mail is expressly excluded.

1.2 A reference in these Terms to a provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Terms are for convenience only and shall not affect their interpretation.

2 Supply of the Datasearch Service

2.1 Datasearch shall supply and the Client shall purchase the Datasearch Service in accordance with the Datasearch Quote, subject to these Terms, which shall govern the Contract to the exclusion of any other terms subject to which the Datasearch Quote is accepted or purported to be accepted by the Client.

2.2 Any changes or additions to the Datasearch Service or any Datasearch Quote or these Terms must be agreed in Writing by Datasearch and the Client.

2.3 The data fields to be supplied by Datasearch pursuant to the Datasearch Service shall be those specified in the Datasearch Quote. In the event that the Client may request additional data fields this shall be subject to agreement with Datasearch and any applicable additional charges.

2.4 Datasearch may correct any typographical or other errors or omissions in any brochure, promotional literature, Datasearch Quote or other document relating to the provision of the Datasearch Service without any liability to the Client.

2.5 Datasearch may at any time without notifying the Client make any changes to the Datasearch Service which are necessary to comply with any applicable data protection or other statutory or regulatory requirements, or which do not materially affect the nature or quality of the Datasearch Service.

3 Charges

3.1 Subject to any special terms agreed, the Client shall pay Datasearch's charges as set out in the Datasearch Quote and any additional sums which are agreed between Datasearch and the Client for the provision of the Datasearch Service or which, in Datasearch's sole discretion, are required as a result of the Client's instructions, the inaccuracy or lack of instructions, or any other cause attributable to the Client.

3.2 All charges quoted to the Client for the provision of the Datasearch Service are exclusive of any value added tax, for which the Client shall be additionally liable at the applicable rate from time to time.

3.3 Save as specified in clause 3.4, the charges referred to in clause 3.1 will normally be payable to Datasearch on acceptance by the Client of the Datasearch Quote prior to the Datasearch Service being performed, such charges to be paid by cash, cheque or major credit or debit card (but not American Express) acceptable to Datasearch.

3.4 Subject to prior agreement with Datasearch the charges referred to in clause 3.1 may be invoiced to the Client by Datasearch at any time on or after performance of the Datasearch Service.

3.5 Invoices rendered by Datasearch shall be paid by the Client (together with any applicable value added tax, and without any set-off or other deduction) within 30 days of the date of Datasearch's invoice.

3.6 If payment is not made on the due date, Datasearch shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of eight per cent above the official dealing rate from time to time of the Bank of England from the due date until the outstanding amount is paid in full.

4 Rights in and use of Data

4.1 The property and any copyright or other intellectual property rights in any Data shall, unless otherwise agreed in Writing between the Client and Datasearch, belong to Datasearch, but the Client shall be entitled to use the Data itself for the purposes of utilising the Datasearch Service by way of a non-exclusive licence in the terms specified in the Datasearch Quote, subject to payment in full of all sums payable under the Contract provided that the Client shall not be entitled to supply the Data or any information which they contain to any third party.

4.2 Any information provided by the Client which is so designated by the Client shall be kept confidential by Datasearch, and all Data or other information provided by Datasearch which is so designated by Datasearch shall be kept confidential by the Client; but the foregoing shall not apply to any Documents or other materials, data or other information which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party. The Client also acknowledges and accepts that Datasearch is engaged in the provision of information and may itself use and may supply information and materials similar to the Data to a third party.

4.3 The Client expressly acknowledges and confirms to Datasearch that it will comply with its obligations under the Data Protection Act 1998, regulations made pursuant to that Act and related legislation with regard to data received from Datasearch.

4.4 Without prejudice to clause 4.3 the Client acknowledges that Regulations including the Telecommunications (Data Protection and Privacy) Regulations 1999 protect the rights of individuals (which includes sole traders and partnerships) who have registered with the Telephone Preference Service ("TPS") to indicate that they do not wish to receive unsolicited direct marketing communications, and the rights of individuals or companies who have registered with the Fax Preference Service ("FPS") to indicate that they object to such communications.

4.5 With reference to clause 4.4 Datasearch confirms that Data sourced from the Birmingham Chamber of Commerce and Industry Membership Database and the Birmingham Company Information System is screened by Datasearch on the date of supply of the Data to the Client against the TPS and FPS databases but this screening of the Data is only valid for 28 days. Other information providers used by Datasearch should normally have screened their data in the same way. The Client nevertheless acknowledges that legislation places the relevant responsibility on the person or organisation making unsolicited marketing contracts. Accordingly Datasearch recommends that if the Client intends to make unsolicited telephone contact with any individuals for marketing purposes or intends to make such contacts with any individual or organisation by fax, the Client should screen the Data itself. Therefore Datasearch does not accept liability for any claims dispute or legal action arising as a result of contacts made with individuals or businesses whose details have been provided by them.

5 Warranties and Liability

5.1 Datasearch warrants to the Client that the Datasearch Service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the

Datasearch Quote for the specific data fields specified on the Datasearch Quote only. The Client acknowledges that the Datasearch Service is provided using information from a variety of sources including Datasearch's own databases and third party databases to which Datasearch subscribes in good faith. Datasearch and each third party database provider warrants the contents of its database with a specified margin of error which margin of error is as specified by Datasearch on the Datasearch Quote in respect of individual data fields. To the extent that Datasearch uses information and materials supplied to it by third parties (including Data) in order to provide the Datasearch Service, Datasearch does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the goods or service to Datasearch. To the extent that Data comprises or includes financial reports and/or credit ratings the Client acknowledges and accepts that such information is obtained by Datasearch from third parties and as such Datasearch does not determine the financial indicators and/or credit ratings provided as part of such Data.

5.2 Where Data or Documents or any other materials are supplied by Datasearch to the Client in electronic form Datasearch warrants that it shall have used reasonable care to check such Data, Documents or other materials for commonly known viruses but the Client shall be solely responsible for virus scanning such Data, Documents or other materials on receipt.

5.3 If within a period of 28 days from the date of the provision of the Datasearch Service the Client reasonably considers that Datasearch is found not to have used all reasonable skill and care in the provision of the Datasearch Service then the Client shall give Datasearch full details in Writing including where errors in the Data are claimed details of the alleged errors as against the margins of error specified in the Datasearch Quote. and shall allow Datasearch a reasonable time to consider the complaint (including, where the complaint

concerns the Data, liaising with third party providers to Datasearch in which case the full details of the complaint by the Client shall

include an analysis of all the Data to enable Datasearch to pursue the complaint with its relevant third party provider) and if found to be justified Datasearch undertakes at its option to:

5.3.1 repay to the Client the price of the Datasearch Service; or

5.3.2 make good the defect at Datasearch's expense as soon as may be reasonably practicable;

and the Client shall be deemed to have accepted the Datasearch Service and it shall be conclusively agreed that the Datasearch Service and any Search Results are in accordance with the Contract unless the Client gives notice in accordance with this clause 5.3.

5.4 Datasearch shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any order or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.

5.5 The Client expressly holds itself out as making the Contract in the course of a business.

5.6 Except as expressly provided in these Conditions all warranties, statements, terms and conditions or undertakings which may be implied by statute, common law, custom of the trade or otherwise are hereby excluded to the fullest extent permitted by law.

5.7 Datasearch does not exclude liability for:

5.7.1 death or personal injury resulting from its negligence or that of its employees;

5.7.2 direct physical damage to or physical loss of the property of the Client resulting from Datasearch's its employees' or agents' negligent acts or omissions and which arise out of the performance of its obligations under the Contract provided that:

5.7.2.1 Datasearch shall only accept liability for any such damage or loss if and to the extent that such liability is covered by the public liability policy taken out by Datasearch and operative at the time of the damage or loss. Details of such insurance policy will be made available to the Client upon request. If the Client requests in Writing additional insurance Datasearch will take all reasonable steps to obtain it on the Client's behalf and any premium or additional premium and any other expenses incurred in obtaining such insurance shall be payable by the Client to Datasearch;

5.7.2.2 Datasearch's liability under this clause 5.7.2 shall not exceed £1,000,000 in aggregate in respect of any one event or series of events.

5.7.3 fraudulent misrepresentation by Datasearch;

5.7.4 the cost of rectifying any defect in the Datasearch Service or reimbursing the Client the invoice price of the Datasearch Service in accordance with Datasearch's obligations under clause 5.3.

5.8 Subject to clause 5.7 Datasearch will not be liable to the Client for any:

5.8.1 financial loss, loss of profit or anticipated profit, loss of business or expected future business or loss of contract terms;

- 5.8.2 loss of goodwill or loss of reputation;
- 5.8.3 distress or disappointment;
- 5.8.4 damages, costs or expenses payable to a third party; and/or
- 5.8.5 other direct, indirect, special, consequential or other loss, damage or injury not falling within the scope of clauses 5.8.1 to 5.8.3.

whether foreseeable or not to the Client or to the Client's property howsoever, whensoever or wheresoever arising whether by reason of any representation or any implied warranty, condition or other term or duty at common law or under statute or under the express terms of the contract (and whether caused by the negligence of Datasearch or otherwise) or otherwise arising out of, in respect of or in connection with:

- 5.8.6 any failure or delay in supplying any Datasearch Service;
- 5.8.7 the supply, use or resale of any Datasearch Service;
- 5.8.8 any defect in the Datasearch Service; and/or
- 5.8.9 without in any way limiting the scope of sub-clauses 5.8.6 to 5.8.8 any other aspect of the Contract or the Datasearch Service.

5.9 Datasearch shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of Datasearch's obligations in relation to the Datasearch Service, if the

delay or failure was due to any cause beyond Datasearch's reasonable control.

5.10 Datasearch is concerned to ensure that the price of the Datasearch Service remains competitive and taking into account:

5.10.1 the fact that the Client is in a better position than Datasearch to know or ascertain the amount of any loss which will arise out of any defect in the Datasearch Service;

5.10.2 the fact that the extent of the damage that might be caused or alleged to be caused to the Client is disproportionate to the amount that can reasonably be charged (and is charged) by Datasearch to the Client;

5.10.3 the terms and conditions upon which Datasearch's own suppliers are prepared to supply goods and services to Datasearch;

this must necessarily involve the incorporation of the terms and conditions set out in this clause 5.

6. Termination

6.1 Either party may (without limiting any other remedy) at any time terminate the Contract by giving notice in Writing to the other if the other commits any breach of these Terms and (if capable of remedy) fails to remedy the breach within 30 days after being required by notice in Writing to do so, or if the other goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

6.2 Subject to clause 6.3 the Client may terminate the Contract at any time before Datasearch has commenced work on the Datasearch Service by giving notice in Writing to Datasearch.

6.3 No order which has been accepted by Datasearch may be cancelled by the Client except with the agreement in Writing of Datasearch and on terms that the Client shall indemnify Datasearch in full against all loss (including the cost of all labour, materials and services used), damages, charges and expenses incurred by Datasearch as a result of cancellation.

7. General

7.1 These Terms together with the terms, (if any), set out in the Datasearch Quote, constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in Writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

7.2 A notice required or permitted to be given by either party to the other under these Terms shall be in Writing and shall be deemed to have been given if left at or sent by hand or by first class prepaid post or by facsimile (such facsimile to be confirmed by letter posted on the same day) to:

in the case of Datasearch: Birmingham Chamber of Commerce and Industry
Chamber of Commerce House
75 Harborne Road
Edgbaston
Birmingham
B15 3DH
facsimile no: 0121 454 6517
marked for the attention of: Mandy Hughes

in the case of the Client: the address and facsimile number set out in the Datasearch Quote;

or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

7.3 For the purposes of clause 7.2 a notice shall be deemed to have been served in the case of personal delivery at the time of delivery or if sent by post by 10.00 am upon the second working day after the next collection of letters to follow its posting or if sent by facsimile transmission at the expiration of one hour after receipt by the party serving the notice of a report of satisfactory transmission if sent before 4.00 pm on a working day or in any other case at 10.00 am on the next working day after receipt by the party serving the notice of the report of satisfactory transmission.

7.4 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

7.5 If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

7.6 The Client may not assign or otherwise transfer any of its rights or obligations under the Contract without the prior written consent of Datasearch.

7.7 No term of the Contract will be enforceable under the Contracts (Rights of Third Parties Act) 1999.

7.8 English law shall apply to the Contract, and the parties agree to submit to the exclusive jurisdiction of the English Courts

Terms of supply of the Contracts and Tenders Bureau

These Terms contain provisions excluding and limiting liability. The Client's attention is drawn in particular (but not exclusively) to clauses 5 and 6 (warranties, indemnities and liability)

1 Interpretation

1.1 In these Terms:

"Client" means the person named on the Client Profile for whom CTB has agreed to provide the Service in accordance with these Terms;

"Client Profile" means CTB's form for completion by the Client and submission to CTB in relation to the Service.

"Commencement Date" means the date on which the CTB Quote is accepted by the Client or (if later) the Client Profile submitted to CTB by the Client is accepted by CTB;

"Contract" means the contract for the provision of the Service;

"CTB" means Birmingham Chamber of Commerce and Industry a company limited by guarantee (registered in England under number 78731) trading via its Contracts and Tenders Bureau division;

“CTB Quote” means the quote from CTB to the Client for the Service to which these Terms are appended and/or to which these Terms apply;

“Service” means the contract and tender monitoring service to be provided by CTB for the Client in accordance with the CTB Quote and Client Profile as accepted by CTS;

“Document” includes, in addition to a document in Writing, any other record of any information in any form including electronic or computer based;

“Service Reports” means the data or other information including any Documents or other materials provided by CTB to the Client relating to the Service;

“Writing” and any similar expression, includes facsimile transmission and comparable means of communication and electronic mail, save for the purposes of clauses 7 and 8.2 where electronic mail is expressly excluded.

1.2 A reference in these Terms to a provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Terms are for convenience only and shall not affect their interpretation.

2 Supply of the Service

2.1 CTB shall supply and the Client shall purchase the Service in accordance with the CTB Quote (if accepted by the Client), or the Client Profile (if accepted by CTB), subject in either case to these Terms, which shall govern the Contract to the exclusion of any other terms

subject to which the CTB Quote is accepted or purported to be accepted, or any such Client Profile is submitted or purported to be submitted, by the Client.

2.2 Any changes or additions to the Service or any CTB Quote or these Terms must be agreed in Writing by CTB and the Client.

2.3 The Service shall be provided in accordance with the CTB Quote and otherwise in accordance with CTB's current brochure or other published literature relating to the Service from time to time, subject to these Terms.

2.4 The tender information to be supplied by CTB pursuant to the Service shall be as specified in the CTB Quote and Client Profile on acceptance by CTB. The Client may amend or add to the categories of tender information required any such required amendments or additions to be confirmed in Writing to CTB and to be effective from receipt by the Client of confirmation in Writing from CTB that any such change has been accepted by CTB. In the event that the Client requests significant changes or additions to the tender information to be supplied CTB reserves the right to take this into account when calculating the charges for the Service for the subsequent year.

2.5 CTB may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to the provision of the Service without any liability to the Client.

2.6 CTB may at any time without notifying the Client make any changes to the Service which are necessary to comply with any applicable statutory or regulatory requirements, or which do not materially affect the nature or quality of the Service.

3 Term

The Contract shall come into effect on the Commencement Date and shall continue in force unless and until terminated in accordance with the provisions of clause 7 for an initial term of twelve months (the "Initial Term") and shall then be deemed renewed for a further period of twelve months on the anniversary of the Commencement Date and on each subsequent anniversary of the Commencement Date.

4 Charges

4.1 Subject to any special terms agreed, the Client shall pay CTB's charges as set out in the CTB Quote and any additional sums which are agreed between CTB and the Client for the provision of the Service or which, in CTB's sole discretion, are required as a result of the Client's instructions, the inaccuracy or lack of instructions, or any other cause attributable to the Client.

4.2 At any time on or after the anniversary of the Commencement Date and each subsequent anniversary of the Commencement Date CTB shall be entitled to invoice the Client for the Service for the next twelve months period provided that CTB shall have given the Client prior notice in Writing of any proposed increase in the charges for the Service for the forthcoming twelve month period not less than six weeks before the end of the then current twelve month period (being sufficient time to enable the Client to terminate the Contract in accordance with the provisions of clause 7.2 if it does not accept such proposed new charges for the following twelve month period) or if CTB shall fail to give such period of notice of such increase the period of notice required to be served by the Client pursuant to clause 7.2 in the event that it does not wish to continue with the Contract shall be reduced pro rata.

4.3 All charges quoted to the Client for the provision of the Service are exclusive of any value added tax, for which the Client shall be additionally liable at the applicable rate from time to time.

4.4 Invoices rendered by CTB shall be paid by the Client (together with any applicable value added tax, and without any set-off or other deduction) within 30 days of the date of CTB's invoice.

4.5 If payment is not made on the due date, CTB shall be entitled, without limiting any other rights it may have:

4.5.1 to charge interest on the outstanding amount (both before and after any judgment) at the rate of eight per cent above the official dealing rate from time to time of the Bank of England from the due date until the outstanding amount is paid in full; and/or

4.5.2 to suspend provision of the Service to the Client until its charges are paid in full.

5 Rights in Service Reports and confidentiality

5.1 The property and any copyright or other intellectual property rights in any Service Reports shall, unless otherwise agreed in Writing between the Client and CTB, belong to CTB, but the Client shall be entitled to use the Service Reports itself for the purposes of utilising the Service by way of a non-exclusive licence, subject to payment in full of all sums payable under the Contract provided that the Client shall not be entitled to supply the Service Reports or any information which they contain to any third party.

5.2 Any information provided by the Client which is so designated by the Client and any Service Reports shall be kept confidential by CTB, and all Service Reports or other information provided by CTB which is so designated by CTB shall be kept confidential by the Client; but the foregoing shall not apply to any Documents or other materials, data or other information which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the

other party. The Client also acknowledges and accepts that CTB is engaged in the provision of information and may itself use and may supply information and materials similar to the Service Reports to a third party.

5.3 The Client warrants that the Client is entitled to provide the information contained in the Client Profile to CTB and any other information submitted to CTB without restriction, and the Client shall indemnify CTB against any loss, damages, costs, expenses or other claims arising from any infringement of the copyright or other rights of any third party or unauthorised disclosure.

5.4 Subject to clause 5.3, CTB warrants that any Service Reports and their use by the Client itself for the purposes of utilising the Service and provided that the Client does not supply or disclose the Service Reports to any third party will not infringe the copyright or other rights of any third party, and CTB shall indemnify the Client against any loss, damages, costs, expenses or other claims arising from any such infringement.

5.5 The Client expressly acknowledges and confirms to CTB that it will comply with its obligations under the Data Protection Act 1998, regulations made pursuant to that Act and related legislation with regard to data supplied to and received from CTB.

6 Warranties and Liability

6.1 CTB warrants to the Client that the Service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the CTB Quote and for the specific tender information specified on the CTB Quote or Client Profile accepted by CTB as may be amended from time to time in accordance with these Terms. The Client acknowledges that the Service is provided by reference to information published in the Official Journal of the European Communities including the categories and codes used in that publication and that whilst CTB will use its reasonable endeavours to identify any errors in the

published information and to minimise the amount of information referred to the Client which is unlikely to be of relevance or interest to the Client CTB can accordingly not guarantee that the Service will be error free. To the extent that CTB uses information and materials supplied to it by third parties in order to provide the Service and where CTB supplies in connection with the provision of the Service any goods supplied by a third party, CTB will contract with such third parties for the provision of such goods or services on terms which it reasonably considers to be satisfactory but does not give any other warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the goods or service to CTB.

6.2 Where Service Reports or Documents or any other materials are supplied by CTB to the Client in electronic form CTB warrants that it shall have used reasonable care to check such Service Reports, Documents or other materials for commonly known viruses but the Client shall be solely responsible for virus scanning such Service Reports, Documents or other materials on receipt.

6.3 If within a period of 28 days from the date of the provision of the Service the Client reasonably considers that CTB is found not to have used all reasonable skill and care in the provision of the Service then the Client shall give CTB full details in Writing and shall allow CTB a reasonable time to consider the complaint and if found to be justified CTB undertakes at its option to:

6.3.1 repay to the Client the price of the Service for the current year or such pro rata of such price as CTB considers appropriate in the circumstances; or

6.3.2 make good the defect at CTB's expense as soon as may be reasonably practicable;

and the Client shall be deemed to have accepted the Service and it shall be conclusively agreed that the Service and any Service Reports are in accordance with the Contract unless the Client gives notice in accordance with this clause 6.2.

6.4 CTB shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any information supplied by the Client in the Client Profile or otherwise or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.

6.5 The Client expressly holds itself out as making the Contract in the course of a business.

6.6 Except as expressly provided in these Conditions all warranties, statements, terms and conditions or undertakings which may be implied by statute, common law, custom of the trade or otherwise are hereby excluded to the fullest extent permitted by law.

6.7 CTB does not exclude liability for:

6.7.1 death or personal injury resulting from its negligence or that of its employees;

* 6.7.2 [direct physical damage to or physical loss of the property of the Client resulting from CTB's its employees' or agents' negligent acts or omissions and which arise out of the performance of its obligations under the Contract provided that:

6.7.2.1 the Company shall only accept liability for any such damage or loss if and to the extent that such liability is covered by the public liability or professional indemnity policy taken out by CTB and operative at the time of the damage or loss. Details of such insurance

policy will be made available to the Client upon request. If the Client requests in Writing additional insurance CTB will take all reasonable steps to obtain it on the Client's behalf and any premium or additional premium and any other expenses incurred in obtaining such insurance shall be payable by the Client to CTB;

6.7.2.2 the Company's liability under this clause 6.7.2 shall not exceed £1,000,000 in the case of public liability or £10,000 in the case of professional indemnity in aggregate in respect of any one event or series of events.

[*This provision should be expressly approved by BCCI's insurance broker]

6.7.3 fraudulent misrepresentation by CTB;

6.7.4 the cost of rectifying any defect in the Service or reimbursing the Client the invoice price of the Service for the current year in accordance with CTB's obligations under clause 6.3.

6.8 Subject to clause 6.7 CTB will not be liable to the Client for any:

6.8.1 financial loss, loss of profit or anticipated profit, loss of business or expected future business or loss of contract terms;

6.8.2 loss of goodwill or loss of reputation;

6.8.3 distress or disappointment;

6.8.4 damages, costs or expenses payable to a third party; and/or

6.8.5 other direct, indirect, special, consequential or other loss, damage or injury not falling within the scope of clauses 6.8.1 to 6.8.3.

whether foreseeable or not to the Client or to the Client's property howsoever, whensoever or wheresoever arising whether by reason of any representation or any implied warranty, condition or other term or duty at common law or under statute or under the express terms of the contract (and whether caused by the negligence of CTB or otherwise) or otherwise arising out of, in respect of or in connection with:

6.8.6 any failure or delay in supplying any Service;

6.8.7 the supply, use or resale of any Service;

6.8.8 any defect in the Service; and/or

6.8.9 without in any way limiting the scope of sub-clauses 6.8.6 to 6.8.8 any other aspect of the Contract or the Service.

6.9 CTB shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of CTB's obligations in relation to the Service, if the delay or failure was due to any cause beyond CTB's reasonable control including (without prejudice to the generality of the foregoing) any breakdown or failure in telecommunications or internet service provision.

6.10 CTB is concerned to ensure that the price of the Service remains competitive and taking into account:

6.10.1 the fact that the Client is in a better position than CTB to know or ascertain the amount of any loss which will arise out of any defect in the Service;

6.10.2 the fact that the extent of the damage that might be caused or alleged to be caused to the Client is disproportionate to the amount that can reasonably be charged (and is charged) by CTB to the Client;

6.10.3 the terms and conditions upon which CTB's own suppliers are prepared to supply goods and services to CTB;

this must necessarily involve the incorporation of the terms and conditions set out in this clause 6.

7 Termination

7.1 The Client may terminate the Contract by giving not less than one month's notice in Writing to CTB provided that if such notice expires other than at the end of the Initial Term or on any subsequent anniversary of such date the Client shall not be entitled to receive and CTB shall not be required to make any reimbursement of charges in respect of the period from the expiry of the notice to the end of the then current twelve month period.

7.2 CTB may terminate the Contract at any time by giving not less than one month's notice in Writing to the Client provided that if such notice expires other than at the end of the Initial Term or on any subsequent anniversary of such date CTB shall reimburse to the Client such element for the Service as shall correspond to the period from the expiry of such notice to the end of the then current twelve month period.

7.3 Either party may (without limiting any other remedy) at any time terminate the Contract by giving notice in Writing to the other if the other commits any breach of these Terms and (if capable of remedy) fails to remedy the breach within 30 days after being required by notice in Writing to do so, or if the other goes into liquidation, becomes bankrupt,

makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

8 General

8.1 These Terms together with the terms, (if any), set out in the CTB Quote and the Client Profile as accepted by CTB, constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in Writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

8.2 A notice required or permitted to be given by either party to the other under these Terms shall be in Writing and shall be deemed to have been given if left at or sent by hand or by first class prepaid post or by facsimile (such facsimile to be confirmed by letter posted on the same day) to:

in the case of CTB:	Birmingham Chamber of Commerce and Industry
	Chamber of Commerce House
	75 Harborne Road
	Edgbaston
	Birmingham
	B15 3DH

facsimile no: 0121 455 8670

marked for the attention of: Contracts and Tenders Bureau

in the case of the Client: the address and facsimile number set out in the Client Profile;

or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

8.3 For the purposes of clause 8.2 a notice shall be deemed to have been served in the case of personal delivery at the time of delivery or if sent by post by 10.00 am upon the second working day after the next collection of letters to follow its posting or if sent by facsimile transmission at the expiration of one hour after receipt by the party serving the notice of a report of satisfactory transmission if sent before 4.00 pm on a working day or in any other case at 10.00 am on the next working day after receipt by the party serving the notice of the report of satisfactory transmission.

8.4 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

8.5 If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

8.6 The Client may not assign or otherwise transfer any of its rights or obligations under the Contract without the prior written consent of CTB.

8.7 No term of the Contract will be enforceable under the Contracts (Rights of Third Parties Act) 1999.

8.8 English law shall apply to the Contract, and the parties agree to submit to the exclusive

Birmingham Chamber of Commerce and Industry

The Business Development Group

Terms for the purchase of interpreting service.

These Terms contain provisions placing obligations on the Interpreter and dealing with warranties and liability. The Interpreter's attention is drawn in particular (but not exclusively) to clause 2 (obligations), 3 (acknowledgement), 4 (assignment and subcontracting), 6 (undertaking), 8 (claims) and 11 (self-employed status).

1. Interpretation

1.1 In these Terms:

"Contract" means the contract for the provision of the Interpreting Service subject to these Terms;

"BDG" means the Birmingham Chamber of Commerce and Industry a company limited by guarantee (registered in England under number 78731) trading via its Business Development Group division;

"BDG's Client" means the person with whom BDG has contracted to supply the Interpreting Service;

"Fee" means the sum payable in accordance with clause 9 based on the rate stated in the Order;

“Interpreter” means the person identified in the Order with whom BDG has agreed to contract for the purchase of the Interpreting Service in accordance with these Terms;

“Interpreting Service” means the interpreting service specified in the Order to be performed by the Interpreter pursuant to the Contract;

“Order” means the order from BDG;

“Source Language” means the language of the Speaker;

“Speaker” means the person whose spoken or signed communication is to be interpreted by the Interpreter;

“Target Language” means the language into which the Speaker’s communication is to be interpreted;

“Terms of Supply” means BDG’s terms of supply-interpreting which are incorporated into the contract between BDG and BDG’s Client for the supply of interpreting services to BDG’s Client as may be amended from time to time, a copy of which has been supplied to the Interpreter and further copies of which are available on request;

“working day” means any day other than a Saturday, Sunday or public holiday in England and Wales.

1.2 In these Terms unless the context requires otherwise words and expressions that are defined in the Copyright, Designs and Patents Act 1988 (“the Act”) as it may from time to time be amended modified extended re-enacted or replaced (whether before or after the date of the Contract) and including all subordinate legislation from time to time made under it shall bear the same meanings in these Terms.

1.3 The headings in these Terms are for the convenience only and shall not affect their interpretation.

2. Interpreter's obligations

The Interpreter agrees with BDG:

2.1 to provide the Interpreting Service to BDG in accordance with the Order subject to these Terms. Any changes or additions to the Order or these Terms must be agreed in writing by BDG.

2.2 to use all reasonable care and skill in the performance of the Interpreting Service and to perform the Interpreting Service to the best of his ability.

2.3 to render the Interpreter's personal services as Interpreter to BDG and not in any way to assign or purport to assign the benefit or burden of the Contract nor sub-contract the services to be provided by the Interpreter under the Contract (save as may be expressly permitted pursuant to clause 4.2).

2.4 that the outcome of the provision of the Interpreting Service shall be the sole responsibility of the Interpreter whether the Interpreting Service is performed by the Interpreter personally or (with the prior written consent of BDG pursuant to clause 4.2) delegated or subcontracted.

2.5 that the Interpreter shall carry out the Interpreting Service with impartiality and shall immediately disclose to BDG any financial, business or other interest on his or her part which may jeopardise impartiality prior to commencing work.

2.6 to interpret the Speaker's communication into the Target Language faithfully and accurately including (without limitation) as to both meaning and register (save where a literal meaning or summary is expressly required by BDG for the performance of the Contract) in a manner which shall remain true to the style, nature and essential characteristics of the Speaker.

2.7 that the Interpreter shall only interpret:

2.7.1 into the Target Language which is his mother tongue or language of habitual use and of which he has appropriate command of the spoken language;

2.7.2 from the Source Language of which he has the requisite up to date linguistic skills including as to current idioms and cultural background.

2.8 that the Interpreter shall only accept to perform the Interpreting Service which he knows to be within his competence linguistically including as to any specialist knowledge save where the Interpreting Service is to be contracted in whole or in part with BDG's prior written consent pursuant to clause 4.2 and without prejudice to clause 2.4.

2.9 that in the event that the Interpreter agrees at the request of BDG to perform the Interpreting Service which is outside the scope of clause 2.8 the Interpreter shall ensure that BDG is made fully aware of that fact and any risks involved and shall wherever possible fully state such risks in writing to BDG.

2.10 to take due care of all materials supplied to the Interpreter and shall return all such materials to BDG when the Interpreting Service has been completed or on request.

2.11 that the Interpreter shall treat any materials or information received in the course of performance of the Contract as confidential save where the information in question is in the

public domain or is or comes into the possession of the Interpreter other than as a result of the Interpreter's or any third party's breach of an obligation of confidentiality. The Interpreter shall ensure that any person to whom any aspect of the Interpreting Service is delegated or subcontracted is aware of and observes this obligation of confidentiality. This obligation of confidentiality extends to and includes any person whom the Interpreter may consult on matters of linguistic or technical difficulty. This obligation of confidentiality shall continue notwithstanding the completion of performance of the Interpreting Service or the expiry or termination for whatever reason of the Contract.

2.12 that the obligation of confidentiality in clause 2.11 shall include (without prejudice to the generality of clause 2.11) any information received in confidence, commercial secrets or privileged information relating to the business of BDG or BDG's Client.

2.13 that any queries prior to the date of performance of the Interpreting Service including any briefings shall be addressed to BDG and that on no account shall the Interpreter make direct contact with BDG's Client without BDG's prior written consent.

2.14 that the Interpreter consents to any recording or performance pursuant to any Orders or ContraBDG performed by him in relation to the Interpreting Service pursuant to and for the purposes of Part II of the Act.

3. Interpreter's acknowledgement

The Interpreter acknowledges that BDG has contracted with BDG's Client to provide services analogous to the Interpreting Service on the basis of the Terms of Supply. Accordingly the Interpreter acknowledges and accepts that he must observe the Terms of Supply and shall not do or omit to do anything which may put BDG in breach of the Terms of Supply as regards BDG's Client.

4. Assignment and subcontracting

4.1 The Interpreter is fully aware and acknowledges that the purpose of these Terms and each Order placed and Contract made pursuant to these Terms is to enable BDG to fulfil its obligations to BDG's Client and the Interpreter further agrees that accordingly the Interpreting Service will be supplied by BDG to BDG's Client and that the benefit of all or any part of the consents rights warranties and indemnities granted to BDG pursuant to these Terms may be assigned or transferred by BDG to BDG's Client.

4.2 These Terms and each Order placed and Contract made pursuant to these Terms are personal to the Interpreter. In the event that the Interpreter may wish to subcontract or delegate all or any part of the provision of the Interpreting Service to any employee or third party sub-contractor the Interpreter shall provide full details in writing of its proposal to BDG and shall not subcontract or delegate all or any part of the provision of the Interpreting Service without the express prior written consent of BDG the grant or withholding of which consent shall be at the absolute discretion of BDG.

4.3 Any subcontracting or delegation which may be permitted by BDG pursuant to clause 4.2 shall be without prejudice to the Interpreter's obligations pursuant to clause 2.4.

4.4 Save as may be expressly permitted pursuant to this clause 4 neither party may assign subcontract or delegate all or any part of its obligations pursuant to these Terms.

5. BDG's obligations

In contraBDG with BDG's Client, BDG shall specify that:

5.1 a standard working day for the Interpreter is eight working hours and a standard half working day is four working hours in either case between the hours of 8.00 and 18.00.

5.2 the Interpreter shall be given a short break in the morning, a break of at least one hour for lunch and a short break in the afternoon and, where the Interpreter is working alone, preferably an additional break of 10 minutes per working hour and that no demands shall be made on the Interpreter's skills during breaks.

5.3 where exceptionally during the performance of the Interpreting Service BDG's Client becomes aware that the Interpreting Service may be required for a period in excess of that agreed in the Contract BDG's Client shall be required to give full details of such additional requirements to BDG. Upon receipt of such request BDG shall liaise where necessary with the Interpreter who shall inform BDG as soon as possible whether he is willing and able to provide such additional Interpreting Service and BDG shall confirm to the Interpreter as soon as possible thereafter whether such additional Interpreting Service shall proceed provided always that BDG shall not be obliged to offer such additional work to the Interpreter nor shall the Interpreter be obliged to provide such additional Interpreting Service.

5.4 where BDG's Client requires simultaneous interpreting in excess of three-quarters of an hour a team of a minimum of two interpreters (being the Interpreter and one other) shall normally be specified by BDG to be engaged to provide the Interpreting Service save where the Interpreter agrees to act alone. Where the Interpreter is a part of a team of two or more interpreters BDG shall designate a team leader who shall be responsible for organising the team and liaising with BDG's Client.

5.5 BDG's Client shall be required to ensure that Speakers are fully visible to the Interpreter and that they are sufficiently near to be clearly heard. Should this not be possible BDG's Client shall be required to ensure that the Speaker's voice or film/video soundtrack is clearly conveyed to the Interpreter without any interfering noise. Any images shall be displayed on a monitor of at least 28" in size and that there shall preferably be two such monitors. Such images should provide a clear and detailed view of the Speaker's face and

body movements reasonably sufficient for the Interpreter's requirements and in the case of signed interpreting shall include all parties taking part in the communication and their signing spaces.

5.6 equipment provided by BDG's Client or by BDG on behalf of BDG's Client comprising or including simultaneous interpreting shall be required by BDG to conform to ISO 2603, ISO 4043 and CEI 914.

5.7 BDG's Client shall be required to provide suitable background information for the Interpreter where possible in all the languages which will be in use at the event as far in advance as possible and in any event no later than 7 days before the date of the event. Such information might comprise or include programmes, agenda, reports, brochures, case documents, statements, affidavits, minutes of previous meetings, purpose of meeting, names and descriptions of participants as applicable. BDG's Client's shall be required to arrange a briefing for the Interpreter where this is desirable and/or the provision of such information is not possible. Attendance by the Interpreter at and travel to such briefing shall be paid at the Interpreter's agreed daily rate and expenses.

5.8 not less than 24 hours prior to the date of the event BDG's Client shall be required to provide to BDG for the Interpreter copies of:

5.8.1 the texts of any prepared statements which will be read out or presentations which will be given at the event;

5.8.2 slides or other materials which will be read out, displayed or referred to by Speakers at the event;

5.8.3 the scripts of any videos or films which will be shown or recordings which will be played at the event.

5.9 BDG's Client shall acknowledge that a failure to provide the appropriate information and materials referred to in clauses 5.7 and 5.8 may affect the quality of the Interpreter's performance of the Interpreting Service.

6. Undertaking by Interpreter

6.1 The Interpreter shall not for a period of six months from the completion of the Interpreting Service ("the Relevant Date") directly or indirectly solicit work from or agree to perform or perform work directly or indirectly (other than via BDG) for BDG's Client where such work comprises language services of a type analogous to:

6.1.1 the Interpreting Service; or

6.1.2 those language services which the Interpreter provides or has in the period of twelve months prior to the Relevant Date provided to BDG and/or to BDG's Client;

save with the prior written consent of BDG.

6.2 If BDG shall have contracted with the Interpreter for the Interpreting Service to be supplied to BDG's Client and the introduction of the Interpreter to BDG's Client was as a consequence of the supply of the Interpreting Service by the Interpreter to BDG and if on an occasion or occasions after the supply of Interpreting Service by the Interpreter the Interpreter contraBDG with BDG's Client directly to carry out work for BDG's Client a fee of £1,000 plus VAT for the introduction of BDG's Client to the Interpreter shall be payable by the Interpreter to BDG.

6.3 If BDG shall have contracted with the Interpreter for the Interpreting Service to be supplied to BDG's Client and the introduction of the Interpreter to BDG's Client was as a

consequence of the supply of the Interpreting Service by the Interpreter to BDG and BDG's Client employs the Interpreter under a contract of employment a fee of 15% of one year's salary plus VAT for the introduction of BDG's Client to the Interpreter shall be payable by the Interpreter to BDG.

7. Indemnity by BDG

BDG will indemnify the Interpreter against any loss injury or damage (including any legal costs and expenses and compensation paid by the Interpreter on the advice of his legal advisers and after approval by BDG to compromise or settle any claim) which the Interpreter suffers as a consequence of the proper performance of the Interpreting Service including that it is libellous or constitutes an infringement of copyright or of any other rights of any third party in breach of BDG's Client's warranty to BDG pursuant to clause 8.1 of the Terms of Supply to the extent to which BDG is actually indemnified by BDG's Client and on receipt by BDG of such indemnity from BDG's Client.

8. Claims by BDG's Client

8.1 In the event that BDG receives any claim from BDG's Client with regard to the Interpreting Service and/or any aspect of the performance by the Interpreter of his obligations pursuant to these Terms whether such claim is made pursuant to clause 9.3 of the Terms of Supply or otherwise BDG may notify such query or claim to the Interpreter.

8.2 The Interpreter shall promptly and fully respond to BDG in respect of any claim notified to the Interpreter pursuant to clause 8.1.

8.3 Where corrective action is appropriate and feasible and is acceptable to BDG and/or BDG's Client in respect of any query or claim referred to the Interpreter pursuant to clause

8.1 the Interpreter shall carry out such corrective action within such period as may be specified by BDG and in any event as soon as reasonably practicable.

8.4 In the event that corrective action is not appropriate or feasible and/or is not acceptable to BDG and/or BDG's Client and/or any such corrective action which the Interpreter may take fails to resolve the claim by BDG's Client and/or the Interpreter fails to take such corrective action within such period as may be specified by BDG or as soon as reasonably practicable or at all then BDG may terminate the Contract.

8.5 Pending the resolution of any claim to the satisfaction of BDG's Client BDG may withhold from the Interpreter the Fee or such reasonable part of it determined at the discretion of BDG corresponds to the claim in question and the Interpreter shall issue to BDG any appropriate credit note in respect of any invoice which the Interpreter may already have rendered pursuant to clause 9.1.

8.6 In the event of termination of the Contract pursuant to clause 8.4 the Fee shall cease to be payable.

8.7 In the event that BDG itself carries out or engages a third party to carry out any corrective action to resolve any claim from BDG's Client BDG will and shall be entitled to deduct the cost of carrying out such corrective action from the Fee.

9. Payment

9.1 At any time on or after completion of the performance of the Interpreting Service and provided that the Interpreter has not been notified of any claim pursuant to clause 8.1 or in the event that any such claim has been notified it has been resolved to the satisfaction of BDG and/or BDG's Client the Interpreter may render his invoice to BDG for the Fee. The

invoice should quote the BDG reference number to which it relates and can be submitted by email to the email address specified by BDG with a confirmatory copy being sent by post.

9.2 Value added tax shall to the extent applicable be payable in addition to the Fee subject to the production and delivery by the Interpreter to BDG of a full accurate and correct value added tax invoice bearing the Interpreter's value added tax registration number and country prefix accompanied by sufficient proof of the veracity of such details as BDG may reasonably request.

9.3 The Interpreter's invoice shall be payable not later than 10 working days after BDG receives payment from BDG's Client pursuant to the contract between BDG and BDG's Client to which the Interpreting Service relates.

9.4 If any bona fide claim shall be made in relation to the Interpreting Service or any of the matters relating to the Interpreter's warranties pursuant to these Terms BDG shall be entitled without prejudice to any of its rights under these Terms to suspend payment of the Fee or to retain such sums by way of reserve as BDG reasonably considers appropriate until the withdrawal or settlement to the satisfaction of BDG and (where applicable) BDG's Client and/or BDG's insurers of such claim.

9.5 For the avoidance of doubt if the Interpreter fails to perform the Interpreting Service for whatever reason including without prejudice the generality of the foregoing illness, accident or other cause beyond the control or the reasonable control of the Interpreter or if the Contract is terminated by BDG's Client pursuant to the Terms of Supply the Fee shall not become payable save that any expenses reasonably and irrevocably incurred shall be reimbursed on settlement of the same to BDG by BDG's Client.

10. Termination

10.1 The Contract will automatically terminate immediately if BDG serves notice of termination on the Interpreter in accordance with clause 8.4.

10.2 Either party may terminate the Contract immediately by notice in writing to the other party if the other party:

10.2.1 is in breach of any of its obligations under these Terms and in the case of a breach capable of being remedied fails to remedy such breach within one month of being requested in writing to do so.

10.2.2 goes into liquidation either compulsorily or voluntarily (except for the purpose of and immediately followed by a reconstruction or amalgamation) or goes bankrupt or if a receiver, administrative receiver, receiver and manager or administrator is appointed in respect of the whole or any part of its assets or makes an assignment for the benefit of or composition with its creditors generally or threatens to do any of these things or is affected by any similar occurrence under any jurisdiction.

10.3 BDG may terminate the Contract in the event of termination for whatever cause the Contract between BDG and BDG's Client pursuant to the Terms of Supply.

10.4 On termination of the Contract:

10.4.1 all rights assigned to BDG under these Terms shall automatically and immediately vest in BDG.

10.4.2 BDG may engage any third party to perform or complete the performance of the Interpreting Service or otherwise to perform or complete the Interpreter's obligations

pursuant to these Terms and the Fee to the Interpreter shall be reduced or cease to be payable accordingly.

10.4 Termination shall not affect the rights of either party accrued up to the date of termination.

11. Interpreter's self-employed status

11.1 The parties agree that it is their intention that the engagement of the Interpreter pursuant to these Terms shall be on the basis that he is an independent self-employed contractor.

11.2 The Interpreter warrants and represents that he is self-employed and as such he will be wholly responsible for the payment of tax and national insurance contributions due in relation to any payments or other benefits made or provided to him pursuant to these Terms.

11.3 The Interpreter undertakes to pay to BDG immediately upon the written request of BDG an amount equivalent to any tax or primary class 1 national insurance contributions together with any interest, penalties or gross-up thereon, which BDG may pay, incur or sustain as a result of any payment or other benefit made or provided to the Interpreter pursuant to these Terms and to indemnify and keep BDG indemnified against any such liabilities to the fullest extent permitted by law.

12. Confidentiality

12.1 Each party agrees to maintain secret and confidential all confidential information obtained by the other both pursuant to these Terms and prior to and in contemplation of it and all other information that it may acquire from the other pursuant to these Terms and to disclose the same only to its professional advisers and (without prejudice to clause 4.2) those

of its employees officers agents and representatives pursuant to these Terms (if any) to whom and to the extent that such disclosure is reasonably necessary for the purposes of these Terms (and which employees officers agents and representatives shall be made aware of and required to acknowledge these confidentiality arrangements in writing).

12.2 The obligations set out in clause 12.1 shall not apply to any information which:

12.2.1 prior to its receipt from one party was lawfully in the possession of the other and at its free disposal; or

12.2.2 is subsequently disclosed to the recipient party without any obligations of confidence by a third party who has not derived it directly or indirectly from the other party; or

12.2.3 is or becomes generally available to the public through no act or default of the recipient party or its agents employees officers and representatives; or

12.2.4 is required by law to be disclosed.

13 Notices

13.1 Any notice consent or the like (in this clause referred to generally as 'notice') required or permitted to be given under these Terms shall not be binding unless in writing and may be given personally or sent to the party to be notified by pre-paid first class post or facsimile transmission at its address as set out on the Order or as otherwise notified in accordance with this clause.

13.2 Notice given personally shall be deemed given at the time of its delivery.

13.3 Notice sent by post in accordance with this clause shall be deemed given at the commencement of business of the recipient on the second working day following its posting.

13.4 Notice sent by facsimile transmission in accordance with this clause shall be deemed given at the time of receipt of a report of satisfactory transmission to the intended recipient if before 5.00pm on a working day otherwise at 9.00am on the next working day.

14. General

14.1 Whole agreement

These Terms and any Order contain the whole agreement between the parties and supersede any prior written or oral agreement between them in relation to its subject matter and the parties confirm that they have not entered into these Terms upon the basis of any representations (unless fraudulent) that are not expressly incorporated into these Terms. No oral explanation or oral information given by any party shall alter or affect the interpretation of these Terms.

14.2 Proper law and jurisdiction

14.2.1 These Terms and any Contract shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England and subject to clause 14.2.2 the parties agree to submit to the exclusive jurisdiction of the English courts. The Interpreter irrevocably waives any right to claim the application of any alternative law or jurisdiction.

14.2.2 The submission by BDG and the Interpreter to such jurisdiction shall not however limit the right of BDG to commence any proceedings arising out of these Terms in any jurisdiction it considers appropriate.

14.3 No modification

These Terms may not be modified except by an instrument in writing signed by both of the parties or their duly authorised representatives.

14.4 Waiver

The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of these Terms shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of these Terms.

14.5 Survival of terms

The warranties and indemnities contained in these Terms and the provisions for payment of monies due to the Interpreter under these Terms shall survive the termination of the Contract.

14.6 Rights and remedies cumulative

All rights and remedies available to the parties under these Terms and under the general law shall be cumulative and no exercise by either of the parties of any such right or remedy shall restrict or prejudice the exercise of any other right or remedy granted by these Terms or otherwise available to it.

14.7 No partnership

Nothing in these Terms shall be deemed to constitute a partnership between the parties nor the relationship of employer and employee under a contract of service nor the relationship of principal and agent.

14.8 Binding effect

These Terms shall bind and endure to the benefit of the parties and their respective permitted assigns personal representatives and successors in title.

Birmingham Chamber of Commerce and Industry

The Business Development Group

Terms for the purchase of translation services.

These Terms contain provisions placing obligations on the Translator and dealing with warranties and liability. The Translator's attention is drawn in particular (but not exclusively) to clause 2 (obligations), 3 (grant of rights), 4 (warranties and indemnity), 6 (acknowledgement), 7 (undertaking), 9 (claims) and 12 (self-employed status).

1. Interpretation

1.1 In these Terms:

"Contract" means the contract for the provision of the Translation subject to these Terms;

"BDG" means the Birmingham Chamber of Commerce and Industry a company limited by guarantee (registered in England under number 78731) trading via its Business Development Group division;

"BDG's Client" means the person with whom BDG has contracted to supply translation services in respect of the Work;

"Delivery Date" means the date stated in the Order;

"Fee" means the sum payable in accordance with clause 10 based on the rate stated in the Order;

"Format" means the format in which the Translation is to be delivered to BDG pursuant to clause 2.10 as specified in the Order;

"Order" means the order from BDG to the Translator subject to these Terms for a Translation;

"Rights" means all vested contingent and future rights of copyright and all rights in the nature of copyright in all languages and all accrued rights of action and all other rights of whatever nature whether now known or in the future created to which the Translator is now or may at any time be entitled by virtue of or pursuant to any of the laws in force in each and every part of the Territory;

"Source Language" means the language from which the Work is to be translated;

"Target Language" means the language into which the Work is to be translated;

"Term" means the full period of copyright in the Translation including all renewals reversions and extensions of such period subsisting or arising under the laws in force in each and every part of the Territory;

“Terms of Supply” means BDG’s terms of supply-translation for the supply of translation services to BDG’s Client as may be amended from time to time, a copy of which has been supplied to the Translator and further copies of which are available on request;

“Territory” means the world;

“Translation” means the translation of the Work into the Target Language to be made by the Translator pursuant to the Contract;

“Translator” means the person identified in the Order with whom BDG has agreed to contract for the purchase of the Translation in accordance with these Terms;

“Work” means the work identified in the Order and which is to be the subject of the Translation;

“working day” means any day other than a Saturday, Sunday or public holiday in England and Wales.

1.2 In these Terms unless the context requires otherwise:

1.2.1 words and expressions that are defined in the Copyright, Designs and Patents Act 1988 (“the Act”) shall bear the same meanings in these Terms;

1.2.2 any reference to any statute or statutory provision shall be construed as referring to that statute or statutory provision as it may from time to time be amended modified extended re-enacted or replaced (whether before or after the date of the Contract) and including all subordinate legislation from time to time made under it;

1.2.3 the expression 'copyright' shall include the entire copyright, design right, rental right, right to authorise or prohibit lending and database right subsisting now or created at any time during the Term under the laws of the United Kingdom and all analogous rights subsisting now or created at any time during the Term under the laws of each and every other jurisdiction throughout the Territory;

1.3 The headings in these Terms are for the convenience only and shall not affect their interpretation.

2. Translator's obligations

The Translator agrees with BDG:

2.1 to provide the Translation to BDG in accordance with the Order subject to these Terms. Any changes or additions to the Order, the Contract or these Terms must be agreed in writing by BDG.

2.2 to use all reasonable care and skill in the performance of the Translation and to the best of his ability.

2.3 to render the Translator's personal services as Translator to BDG and not in any way to assign or purport to assign the benefit or burden of the Contract nor sub-contract the services to be provided by the Translator under the Contract (save as may be expressly permitted pursuant to clause 5.2).

2.4 that the outcome of the provision of the Translation shall be the sole responsibility of the Translator whether the Translation is produced by the Translator personally or (with the prior written consent of BDG pursuant to clause 5.2) delegated or subcontracted.

2.5 that the Translator shall carry out the Translation with impartiality and shall immediately disclose to BDG any financial, business or other interest on his or her part which may jeopardise impartiality prior to commencing work.

2.6 to translate the Work into the Target Language faithfully and accurately including (without limitation) as to both meaning and register (save where a literal meaning or summary is expressly required by BDG for the performance of the Contract) in a manner which shall remain true to the style, nature and essential characteristics of the Work.

2.7 that the Translation shall consist of the translation into the Target Language of the Work in its entirety including (but not limited to) any dedications, introductory quotations and any front or rear matter written by the author and contained in the copy of the Work submitted by BDG.

2.8 that no abbreviations or alterations from the text of the Work will be made in the process of translating without the prior written consent of BDG .

2.9 to take due care of all materials supplied to the Translator and shall return all such materials to BDG when the Translation is complete or on request.

2.10 to deliver to BDG the Translation in the Format specified in the Order on or before the Delivery Date or any later date agreed in writing between the parties, time being of the essence.

2.11 that the Translator shall treat the Work and any materials or information received in the course of performance of the Contract as confidential save where the information in question is in the public domain or is or comes into the possession of the Translator other than as a result of the Translator's or any third party's breach of an obligation of confidentiality. The Translator shall ensure that any person to whom any aspect of the

Translation is delegated or subcontracted is aware of and observes this obligation of confidentiality. This obligation of confidentiality extends to and includes any person whom the Translator may consult on matters of linguistic or technical difficulty. This obligation of confidentiality shall continue notwithstanding the completion of the Translation or the expiry or termination for whatever reason of the Contract.

2.12 that the obligation of confidentiality in clause 2.11 shall include (without prejudice to the generality of clause 2.11) any information received in confidence, commercial secrets or privileged information relating to the business of BDG or BDG's Client.

2.13 that the Translator shall use his best endeavours to draw to the attention of BDG any significant ambiguities, errors or imprecise terminology in the Work.

2.14 that the Translator shall only translate:

2.14.1 into the Target Language which is his mother tongue or language of habitual use.

2.14.2 from the Source Language of which he has the requisite up to date linguistic skills including as to current idioms and cultural background.

2.15 that the Translator shall only accept to carry out a Translation which he knows to be within his competence linguistically including as to any specialist knowledge save where the Translation is to be contracted in whole or in part with BDG's prior written consent pursuant to clause 5.2 and without prejudice to clause 2.4.

2.16 that in the event that the Translator agrees at the request of BDG to carry out a translation which is outside the scope of clause 2.15 the Translator shall ensure that BDG is made fully aware of that fact and any risks involved and shall wherever possible fully state such risks in writing to BDG.

2.17 that any queries shall be addressed to BDG and that on no account shall the Translator make direct contact with BDG's Client without BDG's prior written consent.

3. Grant of rights

3.1 The Translator assigns by way of present assignment of future copyright with full title guarantee to BDG its successors and assigns absolutely throughout the Territory for the Term the Rights in all Translations and each of them produced for BDG pursuant to a Contract or ContraBDG.

3.2 The parties agree to do all such things and to sign and execute all such documents and deeds as may reasonably be required in order to perfect protect or enforce any of the Rights assigned and granted to BDG pursuant to these Terms or any Order or Contract in any part of the Territory.

3.3 The Translator waives his moral rights in relation to each Translation pursuant to sections 77 to 89 inclusive of the Act.

4. Translator's warranties and indemnity

The Translator warrants to BDG that:

4.1 the Translator has full power to enter into and fully perform his obligations under these Terms and to grant the Rights to BDG.

4.2 in the case of each Translation:

4.2.1 the Translation is wholly original to the Translator and shall not infringe any existing copyright or moral right.

4.2.2 the Translator shall not introduce any libellous blasphemous objectionable or otherwise unlawful matter which does not appear in the Work provided for the avoidance of doubt that this warranty does not extend to any material contained in the Work.

4.2.3 the Translator has not assigned or encumbered or licensed or transferred or otherwise disposed of any Rights except pursuant to these Terms and has not entered into any agreement or arrangement which might conflict with BDG's rights under these Terms (including without limitation the Rights assigned pursuant to clause 3.1) or interfere with the performance by the Translator of the Translator's obligations under these Terms.

4.3 the Translator will indemnify and keep BDG fully indemnified against all actions claims proceedings costs and damages (including any damages or compensation paid by BDG on the advice of its legal advisers to compromise or settle any claim) all losses, legal costs or other expenses arising out of any breach or alleged breach of any of the above warranties or out of any claim by a third party based on any fact which if substantiated would constitute such a breach.

5. Assignment and subcontracting

5.1 The Translator is fully aware and acknowledges that the purpose of these Terms and each Order and Contract made pursuant to these Terms is to enable BDG to fulfil its obligations to BDG's Client and the Translator further agrees that accordingly the Translation will be supplied by BDG to BDG's Client and that the benefit of all or any part of the rights warranties and indemnities granted to BDG pursuant to these Terms including but without prejudice to the generality of the foregoing pursuant to clauses 3 and 4 may be assigned or transferred by BDG to BDG's Client.

5.2 These Terms and each Order and Contract made pursuant to these Terms are personal to the Translator. In the event that the Translator may wish to subcontract or delegate all or any part of the provision of the Translation to any employee or third party sub-contractor the Translator shall provide full details in writing of its proposal to BDG and shall not subcontract or delegate all or any part of the provision of the Translation without the express prior written consent of BDG the grant or withholding of which consent shall be at the absolute discretion of BDG.

5.3 Any subcontracting or delegation which may be permitted by BDG pursuant to clause 5.2 shall be without prejudice to the Translator's obligations pursuant to clause 2.4.

5.4 Save as may be expressly permitted pursuant to this clause 5 neither party may assign subcontract or delegate all or any part of its obligations pursuant to these Terms.

6. Translator's acknowledgement

The Translator acknowledges that BDG has contracted with BDG's Client to provide services analogous to the Translation on the basis of the Terms of Supply. Accordingly the Translator acknowledges and accepts that he must observe the Terms of Supply and shall not do or omit to do anything which may put BDG in breach of the Terms of Supply as regards BDG's Client.

7. Undertaking by Translator

7.1 The Translator shall not for a period of six months from the completion of the Translation ("the Relevant Date") directly or indirectly solicit work from or agree to perform or perform work directly or indirectly (other than via BDG) for BDG's Client where such work comprises language services of a type analogous to:

7.1.1 the Translation; or

7.1.2 those language services which the Translator provides or has in the period of twelve months prior to the Relevant Date provided to BDG and/or to BDG's Client;

save with the prior written consent of BDG.

7.2 If BDG shall have contracted with the Translator for a Translation or Translations to be supplied to BDG's Client and the introduction of the Translator to BDG's Client was as a consequence of the supply of the Translation by the Translator to BDG and if on an occasion or occasions after the supply of Translation by the Translator the Translator contraBDG with BDG's Client directly to carry out work for BDG's Client a fee of £1000 plus VAT for the introduction of BDG's Client to the Translator shall be payable by the Translator to BDG.

7.3 If BDG shall have contracted with the Translator for a Translation to be supplied to BDG's Client and the introduction of the Translator to BDG's Client was as a consequence of the supply of Translation by the Translator to BDG and BDG's Client employs the Translator under a contract of employment a fee of 15% of one year's salary plus VAT for the introduction of BDG's Client to the Translator shall be payable by the Translator to BDG.

8. Indemnity by BDG

BDG will indemnify the Translator against any loss injury or damage (including any legal costs and expenses and compensation paid by the Translator on the advice of his legal advisers and after approval by BDG to compromise or settle any claim) which the Translator suffers as a consequence of any claim that the Work contains anything objectionable or libellous or constitutes an infringement of copyright or of any other rights of any third party in breach of BDG's Client's warranty to BDG pursuant to clause 4.3 of the Terms of Supply to the extent to

which BDG is actually indemnified by BDG's Client and on receipt by BDG of such indemnity from BDG's Client.

9. Claims by BDG's Client

9.1 In the event that BDG receives any claim from BDG's Client with regard to the Translation and/or any aspect of the performance by the Translator of his obligations pursuant to these Terms whether such claims made pursuant to clause 8 of the Terms of Supply or otherwise BDG may notify such query or claim to the Translator.

9.2 The Translator shall promptly and fully respond to BDG in respect of any claim notified to the Translator pursuant to clause 9.1.

9.3 Where corrective action is appropriate and feasible and is acceptable to BDG and/or BDG's Client in respect of any query or claim referred to the Translator pursuant to clause 9.1 the Translator shall carry out such corrective action within such period as may be specified by BDG and in any event as soon as reasonably practicable.

9.4 In the event that corrective action is not appropriate or feasible and/or is not acceptable to BDG and/or BDG's Client and/or any such corrective action which the Translator may take fails to resolve the claim by BDG's Client and/or the Translator fails to take such corrective action within such period as may be specified by BDG or as soon as reasonably practicable or at all then BDG may terminate the Contract.

9.5 Pending the resolution of any claim to the satisfaction of BDG's Client BDG may withhold from the Translator the Fee or such reasonable part of it determined at the discretion of BDG corresponds to the claim in question.

9.6 In the event of termination of the Contract pursuant to clause 9.4 the Fee shall cease to be payable.

9.7 In the event that BDG itself carries out or engages a third party to carry out any corrective action to resolve any claim from BDG's Client BDG will and shall be entitled to deduct the cost of carrying out such corrective action from the Fee.

10. Payment

10.1 At any time on or after completion of the Translation and provided that the Translator has not been notified of any claim pursuant to clause 9.1 or in the event that any such claim has been notified it has been resolved to the satisfaction of BDG and/or BDG's Client the Translator may render his invoice to BDG for the Fee. The invoice should quote the BDG reference number to which it relates and can be submitted by email to the email address specified by BDG with a confirmatory copy being sent by post.

10.2 Value added tax shall to the extent applicable be payable in addition to the Fee subject to the production and delivery by the Translator to BDG of a full accurate and correct value added tax invoice bearing the Translator's value added tax registration number and country prefix accompanied by sufficient proof of the veracity of such details as BDG may reasonably request.

10.3 The Translator's invoice shall include a breakdown of the calculation of the Fee comprising a word count of the Translation in the Target Language on the basis of the rate set out in the Order. The Translator's invoice shall be payable not later than 10 working days after BDG receives payment from BDG's Client pursuant to the contract between BDG and BDG's Client to which the Translation relates.

10.4 If any bona fide claim shall be made in relation to the Translation or any of the matters relating to the Translator's warranties pursuant to these Terms BDG shall be entitled without prejudice to any of its rights under these Terms to suspend payment of the Fee or to retain such sums by way of reserve as BDG considers appropriate until the withdrawal or settlement to the satisfaction of BDG and (where applicable) BDG's Client and/or BDG's insurers of such claim.

11. Termination

11.1 The Contract will automatically terminate immediately if BDG serves notice of termination on the Translator in accordance with clause 9.4.

11.2 Either party may terminate the Contract immediately by notice in writing to the other party if the other party:

11.2.1 is in breach of any of its obligations under these Terms and in the case of a breach capable of being remedied fails to remedy such breach within one month of being requested in writing to do so.

11.2.2 goes into liquidation either compulsorily or voluntarily (except for the purpose of and immediately followed by a reconstruction or amalgamation) or goes bankrupt or if a receiver, administrative receiver, receiver and manager or administrator is appointed in respect of the whole or any part of its assets or makes an assignment for the benefit of or composition with its creditors generally or threatens to do any of these things or is affected by any similar occurrence under any jurisdiction.

11.3 On termination of the Contract:

11.3.1 all rights assigned to BDG under these Terms shall automatically and immediately vest in BDG.

11.3.2 BDG may engage any third party to translate the Work into the Target Language, to complete the Translation or otherwise to perform or complete the Translator's obligations pursuant to these Terms and the Fee to the Translator shall be reduced or cease to be payable accordingly.

11.4 Termination shall not affect the rights of either party accrued up to the date of termination.

12. Translator's self-employed status

12.1 The parties agree that it is their intention that the engagement of the Translator pursuant to these Terms shall be on the basis that he is an independent self-employed contractor.

12.2 The Translator warrants and represents that he is self-employed and as such he will be wholly responsible for the payment of tax and national insurance contributions due in relation to any payments or other benefits made or provided to him pursuant to these Terms.

12.3 The Translator undertakes to pay to BDG immediately upon the written request of BDG an amount equivalent to any tax or primary class 1 national insurance contributions together with any interest, penalties or gross-up thereon, which BDG may pay, incur or sustain as a result of any payment or other benefit made or provided to the Translator pursuant to these Terms and to indemnify and keep BDG indemnified against any such liabilities to the fullest extent permitted by law.

13.1 Any notice consent or the like (in this clause referred to generally as 'notice') required or permitted to be given under these Terms shall not be binding unless in writing and may be given personally or sent to the party to be notified by pre-paid first class post or facsimile transmission at its address as set out on the Order or as otherwise notified in accordance with this clause.

13.2 Notice given personally shall be deemed given at the time of its delivery.

13.3 Notice sent by post in accordance with this clause shall be deemed given at the commencement of business of the recipient on the second working day following its posting.

13.4 Notice sent by facsimile transmission in accordance with this clause shall be deemed given at the time of receipt of a report of satisfactory transmission to the intended recipient if before 5.00pm on a working day otherwise at 9.00am on the next working day.

14. General

14.1 Whole agreement

These Terms and any Order contain the whole agreement between the parties and supersede any prior written or oral agreement between them in relation to its subject matter and the parties confirm that they have not entered into these Terms upon the basis of any representations (unless fraudulent) that are not expressly incorporated into these Terms. No oral explanation or oral information given by any party shall alter or affect the interpretation of these Terms.

14.2 Proper law and jurisdiction

These Terms and any Contract shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England and the parties agree to submit to the exclusive jurisdiction of the English courts.

14.3 No modification

These Terms may not be modified except by an instrument in writing signed by both of the parties or their duly authorised representatives.

14.4 Waiver

The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of these Terms shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of these Terms.

14.5 Survival of terms

The warranties and indemnities contained in these Terms and the provisions for payment of monies due to the Translator under these Terms shall survive the termination of the Contract.

14.6 Rights and remedies cumulative

All rights and remedies available to the parties under these Terms and under the general law shall be cumulative and no exercise by either of the parties of any such right or remedy shall

restrict or prejudice the exercise of any other right or remedy granted by these Terms or otherwise available to it.

14.7 Confidentiality

14.7.1 The terms of these Terms are confidential to the parties.

14.7.2 Each party agrees to maintain secret and confidential all confidential information obtained by the other both pursuant to these Terms and prior to and in contemplation of it (including but not limited to information concerning the terms of these Terms) and all other information that it may acquire from the other pursuant to these Terms and to disclose the same only to its professional advisers and (without prejudice to clause 5.2) those of its employees officers agents and representatives pursuant to these Terms (if any) to whom and to the extent that such disclosure is reasonably necessary for the purposes of these Terms (and which employees officers agents and representatives shall be made aware of and required to acknowledge these confidentiality arrangements in writing).

14.7.2 The obligations set out in clauses 14.7.1 and 14.7.2 shall not apply to any information which:

14.7.3.1 prior to its receipt from one party was lawfully in the possession of the other and at its free disposal; or

14.7.3.2 is subsequently disclosed to the recipient party without any obligations of confidence by a third party who has not derived it directly or indirectly from the other party; or

14.7.3.3 is or becomes generally available to the public through no act or default of the recipient party or its agents employees officers and representatives; or

14.7.3.4 is required by law to be disclosed.

14.8 No partnership

Nothing in these Terms shall be deemed to constitute a partnership between the parties nor the relationship of employer and employee under a contract of service nor the relationship of principal and agent.

14.9 Binding effect

These Terms shall bind and endure to the benefit of the parties and their respective permitted assigns personal representatives and successors in title.

Birmingham Chamber of Commerce and Industry

The Business Development Group

Terms of Supply for Interpreting Service

These Terms contain provisions placing obligations on the Client and dealing with warranties and liability. The Client's attention is drawn in particular (but not exclusively) to clause 2 (supply of the Interpreting Service), clauses 3, 4 and 5 (working hours, working conditions and preparation), clause 8 (Client's indemnity and liability), clause 9 (warranties and liability), clause 10 (cancellation) and clause 11 (engagement of Interpreter).

1 Interpretation

1.1 In these Terms:

“Client” means the person named on the Estimate for whom the BDG has agreed to provide the Interpreting Service in accordance with these Terms;

“Contract” means the contract for the provision of the Interpreting Service;

“BDG” means the Birmingham Chamber of Commerce and Industry a company limited by guarantee (registered in England under number 78731) trading via its Business Development Group its servants or agents authorised sub contractors and assigns;

“Estimate” means the Document attached to these Terms describing the Interpreting Service to be provided to the Client and providing an estimate of the charges to be levied upon the Client by BDG for the provision of the Interpreting Service subject to the provisions of these Terms;

“Order” means the Client’s offer in Writing to accept the Estimate subject to these Terms;

“Speaker” means the person whose spoken or signed communication is to be interpreted by the Interpreter;

“Interpreting Service” means the service interpreting the spoken or signed communication from one language into another to be provided by BDG for the Client and described in the Estimate;

“Interpreter” means any servant agent sub contractor or third party retained by BDG for the express purpose of carrying out the Interpreting Service whether or not such person is an employee of BDG;

“Writing” and any similar expression, includes facsimile transmission and comparable means of communication, and electronic mail save for the purposes of the Client giving the Order and clauses 10.1, 10.3 and 12.2 for which electronic mail is excluded.

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

2 Supply of the Interpreting Service

2.1 BDG shall provide the Interpreting Service to the Client in accordance with the Estimate subject to these Terms which will govern the Contract to the exclusion of all other terms subject to which the Order is given or purported to be given by the Client. Any changes or additions to the Interpreting Service, the Estimate or these Terms must be agreed in Writing by BDG.

2.2 The Estimate shall remain open for the Client to give an Order for a period of 30 days from issue or such other period as may be specified in the Estimate and thereafter shall be deemed to have been withdrawn unless withdrawn earlier in Writing by BDG.

2.3 The Estimate is issued subject to verification by BDG on receipt of the Order as to the availability of the Interpreter and any equipment or other goods or services to be supplied by a third party as required for the Contract and the Contract shall not be concluded until BDG has accepted the Order in Writing.

2.4 The Client shall not itself use or allow anyone other than the Interpreter to use any third party equipment supplied by BDG pursuant to the Contract for the purpose of the Interpreting Service.

2.5 In the performance of the Interpreting Service BDG shall endeavour to provide a faithful rendering of the Speaker's communication into the target language without deliberate addition or omission save where additional explanation may be considered necessary or appropriate to resolve ambiguities, cultural differences or multiple nuances of meaning but shall be under no obligation to indicate or correct errors or omissions, explain abbreviations or proper nouns. Where two or more interpretations are possible, BDG will choose the interpretation, which appears to BDG most suitable for the context.

2.6 BDG reserves the right on behalf of itself and the Interpreter to refuse to interpret any material which is or which BDG and/or the Interpreter (as the case may be) believes to be illegal, libellous or immoral.

2.7 The Interpreting Service shall be provided by BDG who reserve the right at their absolute discretion to pass the work to an external Interpreter to perform the Interpreting Service and will generally do so. BDG warrant that if the Interpreting Service is passed to any such external Interpreter such person will be bound by the terms of these Terms.

2.8 Where it is unavoidable or required during the performance of the Interpreting Service that the Interpreter should make a sight translation of a document, BDG shall not accept any liability for the accuracy of that translation and no transcript of the sight translation shall be used as a formal translation of the document in question.

2.9 Insofar as the Order is in any circumstances regarded or held to constitute the terms of a counter-offer the Client shall be taken to have withdrawn such counter-offer by accepting performance of the Interpreting Service from BDG.

3. Working hours

3.1 A standard working day for the Interpreter is from 9.00 to 17.30.

3.2 The Interpreter shall be given a short break in the morning, a break of at least one hour for lunch and a short break in the afternoon and in the case of a sole Interpreter an additional break of preferably 10 minutes per working hour. No demands on the Interpreter's skills shall be made during breaks.

3.3 Where exceptionally during the performance of the Interpreting Service the Client becomes aware that the Interpreting Service may be required for a period in excess of that agreed in the Contract the Client shall immediately give full details of such additional requirements to BDG. Having liaised where necessary with the Interpreter or a potential alternative Interpreter BDG will as soon as reasonably practicable inform the Client whether BDG is able to provide such additional Interpreting Service and of the additional costs involved. On receipt of acceptance in Writing by the Client of such new terms BDG will use all reasonable endeavours to meet the Client's such additional requirements provided always that the Client acknowledges and accepts that neither the Interpreter nor BDG is under any obligation to provide the Interpreting Service outside the standard working hours or the period specified in the Contract.

3.4 Where the Client requires simultaneous interpreting for any period in excess of three-quarters of an hour a team of a minimum of two Interpreters or as shall be advised by BDG shall be engaged to provide the Interpreting Service save where exceptionally agreed otherwise by BDG. Where two or more Interpreters are engaged to provide the Interpreting Service BDG shall designate a team leader responsible for organising the work of the team and liaising with the Client.

4. Working conditions

4.1 The Client shall ensure that Speakers are fully visible to the Interpreter and that they are sufficiently near to be clearly heard. Should this not be possible the Client shall ensure that the Speaker's voice or film/video soundtrack is clearly conveyed to the Interpreter without any interfering noise. Any images shall be displayed on a minimum of one monitor of at least 28" in size and there should preferably be two such monitors. Such images should provide a clear and detailed view of the Speaker's face and body movements sufficient for the Interpreter's requirements and in the case of signed interpreting shall include all parties taking part in the communication and their signing spaces.

4.2 Equipment provided by the Client in connection with Interpreting Service comprising or including simultaneous interpreting shall conform to ISO 2603, ISO 4043 and CEI 914. BDG shall specify to its third party suppliers of any such equipment that it shall conform to similar standards.

4.3 The Client shall be responsible for compliance with health and safety and all other applicable legislation and regulations in relation to the venue at which the Interpreting Service is to be performed and for advising BDG of any relevant requirements or information to be notified to the Interpreter and/or any other personnel supplied by BDG in connection with the provision of the Interpreting Service.

5. Preparation

5.1 The Client shall provide suitable background information to BDG for the Interpreter where possible in all the languages which will be in use at the event as far in advance as possible and in any event no later than 7 days before the date of the event. Such information might comprise or include programmes, agendas, reports, brochures, case documents, statements, affidavits, minutes of previous meetings, purpose of meeting, names and descriptions of participants. The Client shall arrange a briefing for the Interpreter where

this is desirable and/or where the provision of such information is not possible. Attendances by the Interpreter at and travel to such briefing shall be paid at the daily rate specified by BDG which shall include travel time to and from the briefing venue together with travel expenses.

5.2 Not less than 24 hours prior to the date of the event the Client shall supply to BDG for the Interpreter copies of:

5.2.1 the texts of any prepared statements which will be read out or presentations which will be given at the event;

5.2.2 slides or other materials which will be read out, displayed or referred to by Speakers at the event;

5.2.3 the scripts of any videos or films which will be shown or recordings which will be played at the event.

5.3 The Client acknowledges the importance of comprehensive compliance with its obligations in clauses 5.1 and 5.2 for the optimum performance of the Interpreting Service and accepts that a failure to do so will seriously compromise the ability of BDG and the Interpreter to perform the Interpreting Service to the standard of quality which should otherwise be possible.

5.4 The Client shall be responsible for ensuring the accuracy of all material supplied and where appropriate for retaining duplicate copies and insuring against its accidental loss or damage. BDG shall have no liability for any loss of or damage to such material, however caused.

6. Charges

6.1 Subject to any special terms agreed and the provisions of clause 6.2 the Client shall pay BDG's charges as detailed on the Estimate together with expenses arising out of the provision of the Interpreting Service and any additional sums which are agreed between BDG and the Client or as otherwise specified in these Terms.

6.2 The Client shall be responsible for all expenses incurred by BDG in the performance of the Interpreting Service including travel, accommodation and subsistence as applicable for the Interpreter and technicians dealing with any equipment hired for the purpose of the Interpreting Service together with the cost of such equipment hire in all cases on terms and at the rates notified by BDG to the Client from time to time in connection with the provision of the Interpreting Service.

6.3 Subject to clause 3.3 if any changes are made in the Client's requirements at any time while the task is in progress, BDG's charges and any applicable supplementary charges shall be adjusted in respect of the additional work. The nature of such charges shall wherever possible be agreed with the Client in advance but where the available time or other circumstances do not allow for such prior agreement BDG shall as soon as is reasonably practicable inform the Client of the supplementary charges arising out of such adjustments and the Client agrees that it shall accept and be liable for such charges.

6.4 All charges quoted to the Client for the provision of the Interpreting Service are exclusive of any value added tax, for which the Client shall be additionally liable at the applicable rate from time to time.

6.5 Save as specified in clause 6.6, the charges referred to in clause 6.1 will normally be payable to BDG on acceptance of Order and prior to the Interpreting Service being performed, such charges to be paid by cash, cheque or major credit or debit card acceptable to BDG.

6.6 As regards Clients who are members of Birmingham Chamber of Commerce and Industry or otherwise only by prior agreement with BDG the charges referred to in clause 6.1 may be invoiced to the Client by BDG at any time on or after performance of the Interpreting Service subject to clause 6.9.

6.7 Invoices rendered by BDG shall be paid by the Client (together with any applicable value added tax, and without any set-off or other deduction) within 30 days of the date of BDG's invoice.

6.8 If payment is not made on the due date, BDG shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of eight per cent above the official dealing rate of the Bank of England from time to time from the due date until the outstanding amount is paid in full.

6.9 At the discretion of BDG, an initial payment and periodic partial payments on terms may be required as specified on the Estimate. Where payment and delivery are in instalments, and notice has been given that an interim payment is overdue, BDG reserves the right to stop work on the Interpreting Service until the outstanding payment is made or other terms agreed.

7. Confidentiality

7.1 Unless expressly required by the Client in Writing in advance there shall be no obligation on BDG or the Interpreter to keep any information provided by the Client confidential. BDG shall however at all times exercise due discretion in respect of disclosure to any third party of any such information other than to the Interpreter without the express authorisation of the Client but the foregoing shall not apply to any documents or other materials, data or other information which are public knowledge at the time when they are so

provided, and shall cease to apply if at any future time they become public knowledge through no fault of BDG or the Interpreter. The Client by accepting the Estimate and authorising BDG to commence work agrees to the use by BDG of external Interpreters pursuant to clause 2.8 of these Terms.

7.2 No record or recording shall be made of the Interpreter's work without the prior consent in Writing of BDG save where such recording is made in the normal course of legal proceedings.

8. Client's indemnity and liability

8.1 The Client warrants that the performance by BDG of the Interpreting Service will not infringe the copyright or other rights of any third party, and the Client shall indemnify BDG against any loss, damages, costs, expenses or other claims arising from any such infringement including defamation.

8.2 The Client shall be responsible for security at and insurance of all property including third party equipment hired pursuant to the Contract and the safety and well being of the Interpreter and any technicians or other personnel supplied by BDG and all other relevant liabilities in respect of the Interpreting Service during the course of performance of the Interpreting Service at the Client's premises or the location designated by the Client at which the Interpreting Service is to be performed.

9. Warranties and liability

9.1 BDG warrants to the Client that the Interpreting Service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Estimate. Where BDG supplies in connection with the provision of the Interpreting Service any goods supplied by a third party, BDG does not give any warranty, guarantee or other term as to

their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to BDG.

9.2 Where any other materials are supplied by the Client to BDG in electronic form the Client warrants that it shall have checked that such materials are virus-free.

9.3 If within a period of ten days from the date of the provision of the Interpreting Service the Client reasonably considers that BDG is found not to have used all reasonable skill and care in the provision of the Interpreting Service then the Client shall give BDG full details in Writing and shall allow BDG a reasonable time to consider the complaint and if found to be justified BDG undertakes at its option to repay to the Client the price of the Interpreting Service or such relevant part of the price as BDG reasonably considers appropriate in the circumstances and the Client shall be deemed to have accepted the Interpreting Service and it shall be conclusively agreed that the Interpreting Service is in accordance with the Contract unless the Client gives notice in accordance with this clause 9.3.

9.4 BDG shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any information or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.

9.5 The Client expressly holds itself out as making the Contract in the course of a business.

9.6 Except as expressly provided in these Terms all warranties, statements, terms and conditions or undertakings which may be implied by statute, common law, custom of the trade or otherwise are hereby excluded to the fullest extent permitted by law.

9.7 BDG does not exclude liability for:

9.7.1 death or personal injury resulting from its negligence or that of its employees;

9.7.2 fraudulent misrepresentation by BDG;

9.7.3 the cost of rectifying any defect in the Interpreting Service or reimbursing the Client the invoice price of the Interpreting Service in accordance with BDG's obligations under clause 9.3;

9.7.4 direct physical damage to or physical loss of the property of the Client resulting from BDG's its employees' or agents' negligent aBDG or omissions and which arise out of the performance of its obligations under the Contract provided that:

9.7.4.1 BDG shall only accept liability for any such damage or loss if and to the extent that such liability is covered by the public liability policy taken out by BDG and operative at the time of the damage or loss. Details of such insurance policy will be made available to the Client upon request. If the Client requests in Writing additional insurance BDG will take all reasonable steps to obtain it on the Client's behalf and any premium or additional premium and any other expenses incurred in obtaining such insurance shall be payable by the Client to BDG;

9.7.4.2 BDG's liability under this clause 9.7.4 shall not exceed £5 million in respect of any one event or series of events.

9.8 Subject to clause 9.7 BDG will not be liable to the Client for any:

9.8.1 financial loss, loss of profit or anticipated profit, loss of business or expected future business or loss of contract terms;

9.8.2 loss of operating time, loss of production or loss of use;

9.8.3 loss of goodwill or loss of reputation;

9.8.4 distress or disappointment;

9.8.5 damages, costs or expenses payable to a third party; and/or

9.8.6 other direct, indirect, special, consequential or other loss, damage or injury not falling within the scope of clauses 9.8.1 to 9.8.4.

whether foreseeable or not to the Client or to the Client's property howsoever, whensoever or wheresoever arising whether by reason of any representation or any implied warranty, condition or other term or duty at common law or under statute or under the express terms of the contract (and whether caused by the negligence of BDG or otherwise) or otherwise arising out of, in respect of or in connection with:

9.8.7 any failure or delay in supplying any Interpreting Service;

9.8.8 any defect in the Interpreting Service; and/or

9.8.9 without in any way limiting the scope of sub-clauses 9.8.7 to 9.8.9 any other aspect of the Contract or the Interpreting Service.

9.9 BDG shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of BDG's obligations in relation to the Interpreting Service, if the delay or failure was due to any cause beyond BDG's reasonable control.

9.10 Without prejudice to the generality of clause 9.9, in the event of the non-availability of the Interpreter whether due to accident, sickness or other cause beyond BDG's reasonable control, BDG will use its reasonable endeavours to procure a replacement to substitute for the Interpreter in the performance of the Interpreting Service but if despite such reasonable endeavours BDG is unable to find a suitable replacement or the Client does not wish to accept any such replacement or any such alternative proposals as BDG may offer then BDG shall have no further liability to the Client. In such circumstances the Client shall be liable only for such costs and expenses as shall have been incurred up to such time by BDG.

9.11 BDG is concerned to ensure that the price of the Interpreting Service remains competitive and taking into account:

9.11.1 the fact that the Client is in a better position than BDG to know or ascertain the amount of any loss which will arise out of any defect in the Interpreting Service;

9.11.2 the fact that the extent of the damage that might be caused or alleged to be caused to the Client is disproportionate to the amount that can reasonably be charged (and is charged) by BDG to the Client;

9.11.3 the terms and conditions upon which BDG's own suppliers are prepared to supply goods and services to BDG;

this must necessarily involve the incorporation of the terms and conditions set out in this clause 9.

10. Termination

10.1 Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any breach of these Terms and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

10.2 If an interpreting task is commissioned and subsequently cancelled, reduced in scope or frustrated by an act or omission on the part of the Client or any third party the Client shall pay BDG the full sum due under clause 6 unless otherwise agreed in advance.

10.3 Subject to clause 10.4 the Client may terminate the Contract at any time before BDG has commenced work on the Interpreting Service by giving notice in Writing to BDG.

10.4 No Order which has been accepted in Writing by BDG may be cancelled by the Client except with the agreement in Writing of BDG and on terms that the Client shall indemnify BDG in full against all loss (including the cost of all labour, materials and services used), damages, charges and expenses incurred by BDG as a result of cancellation including (without prejudice to the generality of the foregoing) those costs specified in clause 10.5.

10.5 In the event of cancellation without prejudice to the generality of clause 10.4 the Client shall be responsible for:

10.5.1 BDG's fee in full as specified in the Estimate save if the Interpreter is able to secure an alternative booking for all or part of the period of the Contract in which case the Client shall be entitled to a credit in respect of the corresponding part of BDG's fee less BDG's reasonable administration costs and any expenses incurred; and

10.5.2 any third party costs in respect of equipment hire or other goods or services in accordance with the respective third parties' terms of business details of which will be provided by BDG with the Estimate or on request.

11. Client engaging Interpreter

11.1 Where in the course of the Interpreting Service BDG introduces an Interpreter to the Client, the Client shall not knowingly for a period of 6 months from completion of the last Interpreting Service task arising from the introduction approach the said Interpreter in any capacity involving Interpreting, without the prior consent in Writing of BDG.

11.2 If BDG shall have provided the Interpreting Service to a Client and the introduction of the Client to the Interpreter was as a consequence of the supply of the Interpreting Service by BDG to the Client and if on an occasion or occasions after the supply of the Interpreting Service by BDG the Client instructs the Interpreter directly to carry out work for the Client a fee of £1000 plus VAT for the introduction of the Interpreter shall be payable by the Client to BDG.

11.3 If BDG shall have provided the Interpreting Service for a Client and the introduction of the Client to the Interpreter was as a consequence of the supply of the Interpreting Service by BDG to the Client and the Client employs the Interpreter under a contract of employment a fee of 15% of one year's salary plus VAT for the introduction of the Interpreter shall be payable by the Client to BDG.

12. General

12.1 These Terms (together with the terms, if any, set out in the Estimate) constitute the entire agreement between the parties, supersede any previous agreement or understanding

and may not be varied except in Writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

12.2 A notice required or permitted to be given by either party to the other under these Terms shall be in Writing and shall be deemed to have been given if left at or sent by hand or by first class prepaid post or by facsimile (such facsimile to be confirmed by letter posted on the same day) to:

in the case of BDG: Birmingham Chamber of Commerce and Industry
Chamber of Commerce House
75 Harborne Road
Edgbaston
Birmingham
B15 3DH

facsimile no: 0121 [454 4467]

marked for the attention of: the Chamber Translation Services Business Manager

in the case of the Client: the address and facsimile number set out in the Estimate or (if different) the Order;

or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

12.3 For the purposes of clause 12.2 a notice shall be deemed to have been served in the case of personal delivery at the time of delivery or if sent by post by 10.00 am upon the second working day after the next collection of letters to follow its posting or if sent by facsimile transmission at the expiration of one hour after receipt by the party serving the

notice of a report of satisfactory transmission if sent before 4.00 pm on a working day or in any other case at 10.00 am on the next working day after receipt by the party serving the notice of the report of satisfactory transmission.

12.4 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

12.5 If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

12.6 The Client may not assign or otherwise transfer any of its rights or obligations under the Contract without the prior written consent of BDG.

12.7 No term of the Contract will be enforceable under the ContraBDG (Rights of Third Parties Act) 1999.

12.8 Any dispute arising under or in connection with these Terms or the provision of the Interpreting Service shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of the Law Society of England and Wales.

12.9 English law shall apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

Birmingham Chamber of Commerce and Industry

The Business Development Group

Terms of supply for translation work

These Terms contain provisions excluding and limiting liability. The Client's attention is drawn in particular (but not exclusively) to clauses 4 and 5 (warranties, indemnity and liability).

1 Interpretation

1.1 In these Terms:

"Client" means the person named on the Estimate for whom BDG has agreed to provide the Translation Service in accordance with these Terms;

"Contract" means the contract for the provision of the Translation Service;

"BDG" means the Birmingham Chamber of Commerce and Industry a company limited by guarantee (registered in England under number 78731) trading via its Business Development Group its servants or agents authorised sub contractors and assigns;

"Document" includes, in addition to a document in Writing, a map, plan, design, drawing, picture or other image, or any other record of any information in any form including electronic or computer based;

"Estimate" means the Document attached to these Terms of supply providing an estimate of the charges to be levied upon the Client by BDG and the timescale for the provision of the Translation Services subject to the provisions of these Terms;

"Input Material" means any Documents or other materials, and any data or other information provided by the Client to BDG;

“Output Material” means any Documents or other materials, and any data or other information provided by BDG relating to the Translation Service;

“Standard Charges” means the charges shown in BDG’s brochure or other published literature relating to the Translation Service from time to time;

“Translation Service(s)” means the service to be provided by BDG for the translation of Input Materials for the Client and referred to in the Estimate;

“Translator” means any servant agent sub contractor or third party retained by BDG for the express purpose of carrying out the Translation Service whether or not such person is an employee of BDG;

“Writing” and any similar expression, includes facsimile transmission and comparable means of communication, but not electronic mail.

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

2 Supply of the Translation Service

2.1 BDG shall provide the Translation Service to the Client in accordance with the Estimate subject to these Terms. Any changes or additions to the Translation Service or these Terms must be agreed in Writing by BDG. The Estimate shall remain open for the Client to give an order in writing to BDG for a period of 30 days from issue and thereafter shall be deemed to have been withdrawn unless withdrawn earlier in Writing by BDG.

2.2 The Client shall at its own expense supply BDG with all necessary Documents and Input Material and all necessary data or other information within sufficient time to enable BDG to provide the Translation Service in accordance with the Contract. The Client shall ensure the accuracy of all Input Material.

2.3 The Client shall at its own expense retain duplicate copies of all Input Material and insure against its accidental loss or damage. BDG shall have no liability for any loss or damage to the Input Material, however caused. All Output Material shall be at the sole risk of the Client from the time of delivery to or to the order of the Client.

2.4 The Translation Service shall be provided in accordance with the Estimate and otherwise in accordance with BDG's current brochure or other published literature relating to the Translation Service from time to time, subject to these Terms.

2.5 Further details about the Translation Service, and advice or recommendations about its provision or utilisation, which are not given in BDG's brochure or other promotional literature, may be made available on written request. BDG may correct any typographical or other errors or omissions in any brochure, promotional literature, quotation or other document relating to the provision of the Translation Service without any liability to the Client.

2.6 BDG reserves the right to refuse without being required to specify any reason to translate any Input Material submitted to it and will not translate any Input Material which is or which BDG believes to be illegal, libellous or immoral.

2.7 BDG shall be under no obligation to indicate or correct errors or omissions in the Input Material. BDG shall have no liability for the translation of abbreviations or the transcription of proper nouns from one script to another. Where two or more interpretations

of words appearing in text submitted for translations are possible, BDG will choose the translation, which appears to BDG most suitable for the context.

2.8 The Estimate will include BDG's estimate of the time reasonably required to carry out the translation work required by the Client. In the event that the Client requests the Translation Service to be provided in advance of the date and/or time specified on the Estimate BDG will whenever possible use its reasonable endeavours to comply with such request but in such cases the Client accepts that BDG may not be able to provide the Translation Service to the same standard as if the Translation Service were to be provided in accordance with the date and/or time stated in the Estimate and that checking and proofreading may not be carried out to the normal standard or at all.

2.9 The Translation Service shall be provided by BDG who reserve the right at their absolute discretion to pass the work to an external Translator to conduct the Translation Service and will generally do so. BDG warrant that if the Translation Service is passed to any such external Translator such person will be bound by the terms of these Terms.

3 Charges

3.1 Subject to any special terms agreed and the provisions of clause 3.2 the Client shall pay BDG's charges as detailed on the Estimate and any additional sums which are agreed between BDG and the Client for the provision of the Translation Service or as otherwise specified in these Terms or which, in BDG's sole discretion, are required as a result of the Client's instructions or lack of instructions, the inaccuracy of any Input Material or any other cause attributable to the Client.

3.2 On receipt of the Input Material BDG shall provide the Client with an Estimate of the charges for the Translation Service based on their Standard Charges, subject as follows:

3.2.1 Estimates of charges given by BDG are based on an estimated word count in the target language and are therefore given for guidance or information only. BDG will endeavour to provide the Client with an accurate estimate, however the word count for translations into the target language may vary from the original estimate stated. Any Estimate supplied is therefore subject to a final word count following translation that may result in a price variation of not more than plus / minus 20% and the final invoice will be based on whichever is the greater of the source and target language. The Estimate shall remain valid for a period of thirty days from the date on which it was given, after which time it may be subject to revision. Estimates are based upon information supplied by the Client and should there be any variation in the specifications or requirements, the charge will vary accordingly.

3.2.2 BDG shall be entitled to make supplementary charges to the Standard Charges and Estimate for discontinuous text, complicated layout or other forms of layout or presentation requiring additional time or resources, poorly legible copy or poorly audible sound media. Terminological research, certification, priority work or work outside normal office hours in order to meet the Client's deadline or other requirements may also be subject to supplemental charges.

3.2.3 If any changes are made in the Input Material or the Client's requirements at any time while the task is in progress, the Translator's fee and applicable supplementary charges and the terms of delivery shall be adjusted in respect of the additional work. The nature of such charges shall wherever possible be agreed with the Client in advance but where the available time or other circumstances do not allow for such prior agreement BDG shall as soon as is reasonably practicable inform the Client of the supplementary charges arising out of such adjustments and the Client agrees that it shall accept and be liable for such charges.

3.2.4 Any cost incurred for deliveries other than by fax/modem/email, are excluded from the Estimate but shall be payable by the Client in accordance with these Terms.

3.3 BDG may vary BDG's Standard Charges from time to time.

3.4 All charges quoted to the Client for the provision of the Translation Service are exclusive of any Value Added Tax, for which the Client shall be additionally liable at the applicable rate from time to time.

3.5 Save as specified in clause 3.6, the charges referred to in clause 3.1 will normally be payable to BDG on acceptance of order and prior to the Translation Service being performed, such charges to be paid by cash, cheque or major credit or debit card acceptable to BDG.

3.6 As regards Clients who are members of Birmingham Chamber of Commerce and Industry or otherwise only by prior agreement with BDG the charges referred to in clause 3.1 may be invoiced to the Client by BDG at any time on or after performance of the Translation Service.

3.7 Invoices rendered by BDG shall be paid by the Client (together with any applicable value added tax, and without any set-off or other deduction) within 30 days of the date of BDG's invoice.

3.8 If payment is not made on the due date, BDG shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of eight per cent above the official dealing rate of the Bank of England from time to time from the due date until the outstanding amount is paid in full.

3.9 At the discretion of BDG, an initial payment and periodic partial payments on terms may be required as specified on the Estimate. Where payment and delivery are in instalments, and notice has been given that an interim payment is overdue, BDG reserves the right to stop work on the Translation Service until the outstanding payment is made or other terms agreed.

4 Rights in Input Material and Output Material

4.1 The property and any copyright or other intellectual property rights in:

4.1.1 any Input Material shall belong to the Client

4.1.2 any Output Material shall, unless otherwise agreed in Writing between the Client and BDG, belong to BDG, but the Client shall be entitled to use the Output Material for the purposes of utilising the Translation Service by way of a non-exclusive licence, subject to and on receipt by BDG in cleared funds of payment in full of all sums payable under the Contract.

4.2 Unless expressly required by the Client in Writing in advance there shall be no obligation on BDG to keep any Input Material or other information provided by the Client confidential. BDG shall however at all times exercise due discretion in respect of disclosure to any third party of any information contained in the Input Material or translations thereof without the express authorisation of the Client but the foregoing shall not apply to any Documents or other materials, data or other information which are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the other party. The Client by accepting the Estimate and authorising BDG to commence work agrees to BDG consulting with any third party they shall at their absolute discretion consider necessary over specific translation terminology queries and to the use by BDG of external Translators pursuant to clause 2.9 of these Terms.

4.3 The Client warrants that any Input Material and its use by BDG for the purpose of providing the Translation Service will not infringe the copyright or other rights of any third party, and the Client shall indemnify BDG against any loss, damages, costs, expenses or other claims arising from any such infringement.

5 Warranties and Liability

5.1 BDG warrants to the Client that the Translation Service will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Estimate and at the intervals and within the times referred to in the Estimate, subject where applicable to the matters referred to in clause 2.8. Where BDG supplies in connection with the provision of the Translation Service any goods (including Output Material) supplied by a third party, BDG does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the Client the benefit of any warranty, guarantee or indemnity given by the person supplying the goods to BDG.

5.2 Where Output Materials or Documents or any other materials are supplied by BDG to the Client in electronic form BDG warrants that it shall have used reasonable care to check such Output Materials, Documents or other materials for commonly known viruses but the Client shall be solely responsible for virus scanning such Output Materials, Documents or other materials on receipt.

5.3 If within a period of ten days from the date of the provision of the Translation Service the Client reasonably considers that BDG is found not to have used all reasonable skill and care in the provision of the Translation Service then the Client shall give BDG full details in Writing and shall allow BDG a reasonable time to consider the complaint and if found to be justified BDG undertakes at its option to:

5.3.1 repay to the Client the price of the Translation Service; or

5.3.2 make good the defect at BDG's expense as soon as may be reasonably practicable;

and the Client shall be deemed to have accepted the Translation Service and it shall be conclusively agreed that the Translation Service and any Output Materials are in accordance with the Contract unless the Client gives notice in accordance with this clause 5.3.

5.4 BDG shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.

5.5 The Client expressly holds itself out as making the Contract in the course of a business.

5.6 Except as expressly provided in these Terms all warranties, statements, terms and conditions or undertakings which may be implied by statute, common law, custom of the trade or otherwise are hereby excluded to the fullest extent permitted by law.

5.7 BDG does not exclude liability for:

5.7.1 death or personal injury resulting from its negligence or that of its employees;

5.7.2 fraudulent misrepresentation by BDG;

5.7.3 the cost of rectifying any defect in the Translation Service or reimbursing the Client the invoice price of the Translation Service in accordance with BDG's obligations under clause 5.3.

5.8 Subject to clause 5.7 BDG will not be liable to the Client for any:

5.8.1 financial loss, loss of profit or anticipated profit, loss of business or expected future business or loss of contract terms;

5.8.2 loss of operating time, loss of production or loss of use;

5.8.3 loss of goodwill or loss of reputation;

5.8.4 distress or disappointment;

5.8.5 damages, costs or expenses payable to a third party; and/or

5.8.6 other direct, indirect, special, consequential or other loss, damage or injury not falling within the scope of clauses 5.8.1 to 5.8.4.

whether foreseeable or not to the Client or to the Client's property howsoever, whensoever or wheresoever arising whether by reason of any representation or any implied warranty, condition or other term or duty at common law or under statute or under the express terms of the contract (and whether caused by the negligence of BDG or otherwise) or otherwise arising out of, in respect of or in connection with:

5.8.7 any failure or delay in supplying any Translation Service;

5.8.8 the supply, use or resale of any Output Material;

5.8.9 any defect in the Translation Service; and/or

5.8.10 without in any way limiting the scope of sub-clauses 5.8.7 to 5.8.9 any other aspect of the Contract or the Translation Service.

5.9 BDG shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of BDG's obligations in relation to the Translation Service, if the delay or failure was due to any cause beyond BDG's reasonable control.

5.10 BDG is concerned to ensure that the price of the Translation Service remains competitive and taking into account:

5.10.1 the fact that the Client is in a better position than BDG to know or ascertain the amount of any loss which will arise out of any defect in the Translation Service;

5.10.2 the fact that the extent of the damage that might be caused or alleged to be caused to the Client is disproportionate to the amount that can reasonably be charged (and is charged) by BDG to the Client;

5.10.3 the terms and conditions upon which BDG's own suppliers are prepared to supply goods and services to BDG;

this must necessarily involve the incorporation of the terms and conditions set out in this clause 5.

6 Termination

6.1 Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any breach of these Terms and (if capable of remedy) fails to remedy the breach within 30 days after being required by written notice to do so, or if the other goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

6.2 If a translation task is commissioned and subsequently cancelled, reduced in scope or frustrated by an act or omission on the part of the Client or any third party the Client shall pay BDG the full sum due under clause 3 unless otherwise agreed in advance.

6.3 Subject to clause 6.4 the Client may terminate the Contract at any time before BDG has commenced work on the Translation Service by giving notice in Writing to BDG.

6.4 No order which has been accepted by BDG may be cancelled by the Client except with the agreement in Writing of BDG and on terms that the Client shall indemnify BDG in full against all loss (including the cost of all labour, materials and services used), damages, charges and expenses incurred by BDG as a result of cancellation.

7 Delivery / Deadlines

Any agreed deadline date is based upon the prompt receipt by BDG of instructions to proceed with the work, together with all relevant Input Material to enable translation to commence immediately. BDG shall use all reasonable endeavours to complete its performance of the Translation Service by any such agreed deadline provided that time shall not be of the essence of the Contract for this purpose.

8. Complaints

If the Client should have any cause for complaint or have a query relating to a completed translation, the Client should contact BDG, giving the precise details of the complaint or query within ten working days of receipt of the translation. Any queries or complaints made after this time will only be considered at the discretion of BDG.

9. Client employing Translator

9.1 Where in the course of the Translation Service BDG introduces a Translator to the Client, the Client shall not knowingly for a period of 6 months from return of the last Translation Service task arising from the introduction approach the said Translator in any capacity involving translation, without the prior consent in Writing of BDG.

9.2 If BDG shall have provided Translation Services to a Client and the introduction of the Client to the Translator was as a consequence of the supply of the Translation Service by BDG to the Client and if on an occasion or occasions after the supply of Translation Services by BDG the Client instructs the Translator directly to carry out work for the Client a fee of £1000 plus VAT for the introduction of the Translator shall be payable by the Client to BDG.

9.3 If BDG shall have provided Translation Services for a Client and the introduction of the Client to the Translator was as a consequence of the supply of Translation Services by BDG to the Client and the Client employs the Translator under a contract of employment a fee of 15% of one year's salary plus VAT for the introduction of the Translator shall be payable by the Client to BDG

10. General

10.1 These Terms (together with the terms, if any, set out in the Estimate) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in Writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

10.2 A notice required or permitted to be given by either party to the other under these Terms shall be in Writing and shall be deemed to have been given if left at or sent by hand or

by first class prepaid post or by facsimile (such facsimile to be confirmed by letter posted on the same day) to:

in the case of BDG: Birmingham Chamber of Commerce and Industry
 Chamber of Commerce House
 75 Harborne Road
 Edgbaston
 Birmingham
 B15 3DH

facsimile no: 0121 454 4467

marked for the attention of: the BDG Business Manager;

in the case of the Client: the address and facsimile number set out in the Estimate or
(if different) the last trading address known to BDG;

or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

10.3 For the purposes of clause 10.2 a notice shall be deemed to have been served in the case of personal delivery at the time of delivery or if sent by post by 10.00 am upon the second working day after the next collection of letters to follow its posting or if sent by facsimile transmission at the expiration of one hour after receipt by the party serving the notice of a report of satisfactory transmission if sent before 4.00 pm on a working day or in any other case at 10.00 am on the next working day after receipt by the party serving the notice of the report of satisfactory transmission.

10.4 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of

the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

10.5 If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

10.6 The Client may not assign or otherwise transfer any of its rights or obligations under the Contract without the prior written consent of BDG.

10.7 No term of the Contract will be enforceable under the ContraBDG (Rights of Third Parties Act) 1999.

10.8 Any dispute arising under or in connection with these Terms or the provision of the Translation Service shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either party by the President for the time being of the Law Society of England and Wales.

10.9 English law shall apply to the Contract, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.