

# TALK RUSSIAN LTD

## Terms and Conditions of Business

### 1. Definitions and Interpretation

1.1 In these conditions:-

"AGREEMENT" means the Agreement for the provision of the Specified Services by Talk Russian Ltd to the client as contained in the Quotation and these conditions.

"TALK RUSSIAN LTD" means a limited company registered in England and Wales, Company number: 07690287, Registered Office: 100 Wide Bargate, Boston, PE21 6SE.

"CHARGES" means the fees, charges and expenses for the Specified Services as set out in the Quotation.

"CLIENT" means the person named in the Quotation for whom Talk Russian Ltd has agreed to provide the Specified Services in accordance with these conditions.

"INPUT MATERIAL" means any documents, materials, elements of text, images, graphics, photographs, designs, data or other information provided by the Client to Talk Russian Ltd relating to the Specified Services.

"OUTPUT MATERIAL" means any documents, transcripts, translations, materials, elements of text, images, graphics, photographs, designs, data or other information provided by Talk Russian Ltd to the Client relating to the Specified Services.

"QUOTATION" means the quote for services supplied by Talk Russian Ltd of which these conditions are part.

"SPECIFIED SERVICES" means the services to be provided by Talk Russian Ltd for the Client and referred to in the Quotation.

"PERSONAL DATA" means any personal data (as defined in the Data Protection Laws) which is processed from time to time by us in connection with the provision of the Specified Services.

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

1.3 Unless the context otherwise requires words importing one gender include all other genders and words incorporating the single include the plural and vice versa.

### 2. Supply of the Specified Services

2.1 Where appropriate the intended purpose of the Output Material shall be specified in the Quotation.

2.2 Should the Client desire to use the Output Material for a purpose other than that specified in the Quotation, the Client shall first obtain confirmation from Talk Russian Ltd that the Output Material is suitable for the new purpose. If the Output Material requires amendment and/or adaptation to suit the new purpose, Talk Russian Ltd reserves the right to charge an additional fee for so doing.

2.3 The Client at its own expense shall supply Talk Russian Ltd with all necessary Input Material within sufficient time to enable Talk Russian Ltd to provide the Specified Services in accordance with the Agreement. The Client shall ensure the accuracy of all Input Material.

2.4 The Client shall at its own expense retain duplicate copies of all Input Material and insure against its accidental loss or damage. Talk Russian Ltd shall have no liability for any such loss or damage however caused.

2.5 Although Talk Russian Ltd will endeavour to draw the Client's attention to any obvious errors or omissions in the text submitted for translation, Talk Russian Ltd does not accept any obligation to do so. Talk Russian Ltd will not be responsible for checking the accuracy of conversion between different systems of numerals or currencies, or in the translation of proper names.

2.6 Talk Russian Ltd may at any time without notifying the Client make any changes to the Specified Services which are necessary to comply with statutory requirements or which do not materially affect the nature or quality of the Specified Services.

### 3. Charges

3.1 The Client shall pay the Charges at the times and the stages specified in the Quotation and the final payment shall become due and payable to Talk Russian Ltd prior to completion of the Specified Services, unless specified otherwise in the Quotation.

3.2 Subject to the provisions of the Quotation if the provision of the Specified Services takes longer than 1 month to complete, Talk Russian Ltd shall be entitled to invoice the Client at weekly intervals for such part of the total Charge payable for the completed Specified Services as Talk Russian Ltd in its absolute discretion thinks fit.

3.3 The Client shall pay any additional Charges which are agreed between Talk Russian Ltd and the Client for the provision of the Specified Services prior completion of the Specified Services and the Client shall also pay such additional Charges which are in Talk Russian's sole discretion required as a result of the Client's instructions or lack of instructions, delay in providing or the inaccuracy of any Input Material or any other cause attributable to the Client.

3.4 Unless otherwise provided in the Quotation, reasonable additional Charges shall be levied by Talk Russian Ltd for the performance of any or all of the following in connection with the Specified Services:-

3.4.1 Sending of facsimile messages overseas

3.4.2 Delivery of any Output Material by courier

3.4.3 Adaptation or amendment of any Output Material previously supplied by Talk Russian Ltd to suit a new purpose

3.4.4 Proofreading of any Output Material prepared by Talk Russian Ltd by a native speaker other than the original translator

3.4.5 Preparing and sending additional copies in any form of any Output Material to the Client

3.4.6 Making multiple photocopies of any Output Material or sending multiple facsimile messages within the United Kingdom and for the purpose of interpreting this clause the word "multiple" shall mean more than two.

3.5 Subject to provisions of clause 3.6 where Talk Russian Ltd has supplied or agreed to supply an employee, partner or sub-contractor to assist with or provide the Specified Services at a specific time and place agreed with the Client in writing and for any reason the services of the employee, partner or sub-contractor are not required Talk Russian Ltd shall be entitled to invoice the Client for the full amount of the provision of the Specified Services.

3.6 Where the Specified Services comprise interpreting and the client notifies Talk Russian Ltd that the Specified Services are not required, the Client shall pay to Talk Russian Ltd cancellation fees based on the following scale:-

Over 28 days – no charge

Between 15 & 28 days notice – 50% of the full Charge

Between 8 & 14 days notice – 75% of the full Charge

Notice of 7 days or less – 100% of the full Charge

3.7 In the event of late payment the Client shall pay interest on the amount of the Charges outstanding at the rate of 8.5% per year from the date of the invoice until the outstanding amount is paid in full, plus a late payment charge of 100 pounds.

3.8 If payment remains overdue for more than 21 days Talk Russian Ltd reserves the right to withhold the provision of the Specified Services until payment of all outstanding Charges and interest is made. Such withholding does not relieve the Client of its obligation to pay any outstanding Charges and interest.

3.9 The Client shall be liable for and shall indemnify Talk Russian Ltd against all costs and expenses incurred by Talk Russian Ltd in respect of any steps, actions or proceedings made or brought against the Client by Talk Russian Ltd to obtain payment of outstanding Charges and interest.

3.10 All payments must be in U.K. pounds sterling unless otherwise agreed in writing. If any cheque from the Client is returned by the bank as unpaid for any reason, the Client will be liable for an administration fee of 60 pounds.

### 4. Delivery

4.1 The Quotation shall specify agreed delivery requirements. Talk Russian Ltd shall use all reasonable endeavours to meet such requirements but subject to the provisions of clause 4.2 hereof Talk Russian Ltd shall not be liable for any delay in delivery howsoever caused.

4.2 Where a delivery date is a material part of the Agreement this shall be stated in the Quotation and time for delivery shall not be of the essence unless this is specifically stated in the Quotation.

- 4.3 If in order to meet the delivery requirements of the Agreement it is necessary to sub-contract all or any part of the Specified Services Talk Russian Ltd shall have an absolute right to sub-contract to a person of its choice without further notice to the Client and the Client shall pay any additional Charges incurred by Talk Russian Ltd as a result.
- 4.4 Where time is of the essence as provided by clause 4.2 hereof any special arrangements and the Charges for these for the collection and delivery of the Output Material shall be specified in the Quotation.
- 4.5 Where time is of the essence as provided by clause 4.2 hereof and if Talk Russian Ltd fails to provide the Specified Services on or before the agreed delivery date or if appropriate the agreed delivery time the Client shall be entitled to a refund in full or in part as may be agreed between Talk Russian Ltd and the Client and Talk Russian Ltd shall be entitled to require the immediate return of the Output Material in full or in part as is appropriate to the circumstances of the case.

## **5. Intellectual Property Rights**

- 5.1 The property and copyright or other Intellectual Property Rights in any Input Material shall (subject to any such rights of any third party) belong to or continue to belong to the Client.
- 5.2 The Client warrants that any Input Material and its use by Talk Russian Ltd for the purpose of providing the Specified Services will not infringe the copyright or other rights of any third party and the Client shall indemnify Talk Russian Ltd against any loss, damages, costs, expenses or other claims arising from any such infringement.
- 5.3 Unless specified in the Quotation the property and copyright or other Intellectual Property Rights in Output Material the intended purpose of which is publication and sale on the open market belongs to Talk Russian Ltd as translator. Where this purpose is specified in the Quotation it is agreed that the Client shall be granted a licence to publish such Output Material on a single occasion in consideration of payment of the agreed Charge in full. Copyright may be assigned by agreement and on payment of an additional fee in full. Copyright in any incomplete Output Material remains the property of Talk Russian Ltd as translator unless otherwise agreed in writing or specified in the Quotation.
- 5.4 The property and copyright or other Intellectual Property Rights in Output Material the sole intended purpose of which is advertising and/or promotional material shall belong to Talk Russian Ltd but Talk Russian Ltd shall assign to the Client any such property or other rights which it may have for no further consideration upon completion of the Agreement (unless terminated by Talk Russian Ltd pursuant to clause 8) subject to and only after payment in full of the Charges and interest referred to in clause 3 hereof.
- 5.5 Unless otherwise agreed in writing or in the Quotation by Talk Russian Ltd where copyright is retained by Talk Russian Ltd as translator, all publications and copies of the work shall carry the following copyright notice:-

© (English etc) text (Talk Russian Ltd) (year)

as is appropriate in the circumstances

- 5.6 Unless otherwise agreed in the Quotation or in writing by Talk Russian Ltd all publications, imprints and copies of Output Material in any form shall include one of the following acknowledgements:-

- 5.6.1 (English etc) text Talk Russian Ltd  
and the acknowledgement to be used shall be that which includes the address of Talk Russian Ltd at which the Client commissioned the Specified Services.

## **6. Confidentiality and Data Protection**

- 6.1 Any Input Material or other information provided by the Client which is so designated by the Client and any Output Material shall be kept confidential by Talk Russian Ltd but the foregoing shall not apply to anything which is public knowledge at the time when it is so provided and shall cease to apply if at any future time it becomes public knowledge through no fault of Talk Russian Ltd.
- 6.2. Where Talk Russian processes Personal Data pursuant to the provision of the Specified Services, the Privacy Notice attached shall apply.

## **7. Warranties and Liability**

- 7.1 Talk Russian Ltd warrants with the Client that the Specified Services will be provided using reasonable care and skill and as far as reasonably possible in accordance with the Quotation and at the intervals and within the times referred to therein
- 7.2 Where under the Quotation the Specified Services are to be supplied by Talk Russian Ltd in stages the Client agrees to sign off any work which it finds satisfactory. Such signed off work will be deemed to be accepted and approved by the Client and to meet the obligations of Talk Russian Ltd to the Client with regard thereto. If the Client has not given written notice to Talk Russian Ltd that Output Material is not satisfactory within seven working days of the delivery to or to the order of the Client of such Output Material the Client shall be deemed to have accepted and approved such Output Material and to have signed off the same and Talk Russian Ltd shall have no liability for any defect in the quality of the Specified Services or their failure to correspond with the Quotation and the Client shall be bound to pay the Charges as if the Specified Services had been supplied in accordance with the Agreement.
- 7.3 Where any claim in respect of any Specified Services which is based upon any defect in the quality of the Specified Services or in their failure to correspond with a Quotation is notified to Talk Russian Ltd in accordance with these conditions Talk Russian Ltd shall be entitled to re-perform the Specified Services free of charge or at Talk Russian's discretion to refund the Charge for the Specified Services in whole or in part but Talk Russian Ltd shall have no further liability to the Client.
- 7.4 Where the Specified Services comprise interpreting, the Client shall provide documentation and relevant reference material to Talk Russian Ltd as early as possible and in any event no less than 72 hours before the start of the assignment so that interpreters have time to familiarise themselves with the specific terminology used. No complaints regarding the quality of interpreting will be entertained by Talk Russian Ltd if these materials are not made so available.
- 7.5 In the event of sickness or injury of an interpreter prior to or during an assignment, Talk Russian Ltd will use its best endeavours to find a replacement interpreter but no liability is accepted by Talk Russian Ltd for failing to do so.
- 7.6 Any advice or recommendation given by Talk Russian Ltd or its employees or agents to the Client as to the application or use of any Output Material which is not confirmed in writing by Talk Russian Ltd is followed or acted upon entirely at the Client's own risk and accordingly Talk Russian Ltd shall not be liable for any such advice or recommendation which is not so confirmed.
- 7.7 Talk Russian Ltd 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, ambiguous, illegible, out of sequence or in the wrong order or arising from their late arrival or non-arrival or any other fault of the Client.
- 7.8 In respect of translating and/or proofreading and/or typesetting and/or other associated services typewritten Output Material should be proofread by a native speaker other than the original translator prior to publication and after typesetting and/or printing. Except where Talk Russian Ltd is required to provide proofreading services under the terms of the Quotation Talk Russian Ltd accepts no liability whatsoever for Output Material which is not proofread as provided by this clause.
- 7.9 If the Client uses any Output Material for a purpose other than that for which it was supplied without recourse to Talk Russian Ltd as provided in clause 2.3 hereof such action is undertaken entirely at the Client's own risk and Talk Russian Ltd shall not be liable to the Client for any loss or damage or expense arising out of such action. The Client shall be liable to indemnify Talk Russian Ltd for any and all losses of goodwill or otherwise thus caused 7.8 Except in respect of death or personal injury caused by Talk Russian's negligence or as expressly provided in these conditions Talk Russian Ltd shall not be liable to the Client by reason of any representation (unless fraudulent) or any implied warranty, condition or other term or any duty at common law or under the express terms of the Agreement for any loss of profit or any indirect special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Talk Russian Ltd its servants or agents or otherwise) which arise out of or in connection with the provision of the Specified Services or the use or publication of any Output Material by the Client and the entire liability of Talk Russian Ltd under or in connection with the Agreement shall not exceed the amount of Talk Russian's charges for the provision of the Specified Services except as expressly provided in these conditions.
- 7.10 Where Talk Russian Ltd translates any complex technical documents, or provides interpreters in meetings or other events where

complex technical information is discussed, including but not limited to legal, pharmaceutical, scientific or other documents of a technical nature and content, the Client fully understands that Talk Russian Ltd is not an expert in such matters and that no reliance whatsoever can be placed on the translation or interpreting being completely accurate. It is the Client's sole responsibility to take legal advice in the relevant jurisdiction before placing any reliance on the translated document. Talk Russian Ltd shall not be liable for any such reliance, nor any other loss that the Client may incur.

7.11 Subject to the provisions of clause 4.2 Talk Russian Ltd shall not be liable to the Client or be deemed to be in breach of the Agreement by reason of any delay in performing or failure to perform any of Talk Russian's obligations in relation to the Specified Services if the delay or failure was due to any cause beyond Talk Russian's reasonable control.

#### **8. Force Majeure**

8.1 Talk Russian Ltd shall not be held in breach of any of its obligations under the Terms to the extent only that due performance or observance of such obligation is prevented, hindered or delayed by reason of act of God, war and other hostilities, civil commotion, acts or restrains of Government, or any other cause not within the reasonable control of Talk Russian Ltd.

8.2 Talk Russian Ltd will notify the Client with the minimum of delay of any circumstances arising from Force Majeure which materially affect its ability to deal with the commission as contractually agreed. Force Majeure shall entitle either party to abandon the contract but, in the event that the Client chooses to withdraw from the contract any work already completed shall be delivered and paid for at a pro-rata rate.

8.3 In any event Talk Russian Ltd shall assist the Client in placing the balance of the order elsewhere for its satisfactory completion but no liability is accepted by Talk Russian Ltd for failing to do so.

#### **9. Termination**

9.1 Either Party may (without limiting any other remedy) at any time terminate the Agreement by giving written notice to the other if the other commits any breach of these conditions 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 (or in the case of an individual or firm) becomes bankrupt makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

9.2 In the event that the Agreement is terminated the Client shall pay to Talk Russian Ltd a proportionate sum for the Specified Services as carried out up to the date of termination on the basis of time incurred and materials used.

#### **10. Non-solicitation**

10.1 The Client during the term of the Specified Services and for a period of twelve months after expiry or termination shall not solicit Talk Russian's employees, partners or sub-contractors who have been employed or engaged in the provision of the Specified Services. For the purposes of this clause "solicit" means the soliciting of such person with a view to engaging such person as an employee, director, partner, sub-contractor or independent contractor.

10.2 Without prejudice to any other right or remedy of Talk Russian Ltd in the event that the Client is in breach of clause 10.1 above then the Client shall pay to Talk Russian Ltd by way of liquidated damages an amount equal to fifty per cent of the gross annual salary (as at the time of the breach) of the person so employed or engaged and if that person is not employed or engaged by Talk Russian Ltd on a full time basis the gross annual salary to be used for the purposes of this clause shall be that salary that would have been payable by Talk Russian Ltd if Talk Russian Ltd did so employ or engage that person on a full time basis.

10.3 The parties hereby acknowledge and agree that the formula specified in clause 9.2 above is a reasonable estimation of the loss which would be incurred by the loss of the person so employed or engaged.

#### **11. General**

11.1 In providing the Specified Services Talk Russian Ltd is acting as an independent contractor and is not acting as an employee of the Client.

11.2 These conditions (together with the terms if any set out in the Quotation) 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 and conditions express or implied by statute or otherwise are excluded to the fullest extent permitted by law.

11.3 Neither party may assign, transfer or in any way make over any of its rights or obligations to any third party without the written consent of the other party.

11.4 Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as any at the relevant time has been notified pursuant to this provision to the party giving the notice.

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

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

11.7 English law shall apply to the Agreement and the parties agree to submit to the non-exclusive jurisdiction of the English Courts.

# TALK RUSSIAN LTD

## Privacy Notice

### 1. Introduction

- 1.1 This privacy notice aims to give information on how Talk Russian Limited collects and processes personal data which the Client provides to Talk Russian Limited when entering into a contract with Talk Russian Limited (whether on behalf of an organisation or personally), making payment to Talk Russian Limited, making an enquiry to Talk Russian Limited, visiting Talk Russian's website or otherwise.
- 1.2 Talk Russian Limited is a controller registered with the Information Commissioner's Office ("ICO"), the UK supervisory authority for data protection issues.

### 2. Data Collected

- 2.1 Talk Russian Limited may collect, use, store and transfer different kinds of personal data, grouped together as follows:
    - 2.1.1 Identity Data includes first name, last name, username or similar identifier, marital status, title, date of birth and gender.
    - 2.1.2 Contact Data includes billing address, delivery address, email address and telephone numbers.
    - 2.1.3 Financial Data includes bank account and payment card details.
    - 2.1.4 Transaction Data includes details about payments to and from the Client and other details of services the Client has purchased from Talk Russian Limited.
    - 2.1.5 Technical Data includes internet protocol (IP) address, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform and other technology on the devices the Client uses to access Talk Russian's website and systems.
    - 2.1.6 Usage Data includes information about how the Client uses Talk Russian's website and services.
    - 2.1.7 Marketing and Communications Data includes preferences in receiving marketing from Talk Russian Limited.
- Talk Russian Limited may also collect, use and share Aggregated Data such as statistical or demographic data for any purpose.

### 3. Collection Methods

- 3.1 Talk Russian Limited may use different methods to collect data, including through:
  - 3.1.1 Direct interactions. The Client may give Talk Russian Limited Identity, Contact and Financial Data by filling in forms or by corresponding with Talk Russian Limited by post, phone, email or otherwise. As the Client interacts with Talk Russian's website, Talk Russian Limited may automatically collect Technical Data about user equipment, browsing actions and patterns. Talk Russian Limited may collect this personal data by using cookies, server logs and other similar technologies.
  - 3.1.2 Third parties or publicly available sources. Talk Russian Limited may receive personal data from various third parties and public sources.

### 4. Data Use

- 4.1 Talk Russian Limited will only use personal data when the law allows it. Most commonly, Talk Russian Limited will use personal data in the following circumstances:
  - 4.1.1 Where Talk Russian Limited needs to perform the contract Talk Russian Limited is about to enter into or has entered into with the Client.
  - 4.1.2 Where it is necessary for Talk Russian's legitimate interests (or those of a third party), and the Client's interests and fundamental rights do not override those interests.
  - 4.1.3 Where Talk Russian Limited needs to comply with a legal or regulatory obligation.
- 4.2 The Client has the right to withdraw consent to marketing at any time by contacting Talk Russian Limited at [enquiry@talkrussian.com](mailto:enquiry@talkrussian.com).

### 5. Data retention

- 5.1 Talk Russian Limited will only retain personal data for as long as necessary to fulfil the purposes it was collected for, including for the purposes of satisfying any legal, accounting or reporting requirements. Details of retention periods for different aspects of personal data are available from Talk Russian Limited by request.

### 6. Data Security

- 6.1 To prevent unauthorised access or disclosure, Talk Russian Limited has put in place suitable physical, electronic and managerial procedures to safeguard and secure the information Talk Russian Limited collects.

### 7. The Client's rights

- 7.1 The Client has the right to:
  - 7.1.1 Request access to the Client's personal data.
  - 7.1.2 Request correction of the Client's personal data.
  - 7.1.3 Request erasure of the Client's personal data. Talk Russian Limited may not always be able to comply with such requests for erasure for specific legal reasons of which the Client will be notified at the time of the request.
  - 7.1.4 Object to processing of the Client's personal data for direct marketing purposes.
  - 7.1.5 Withdraw consent at any time where Talk Russian Limited is relying on consent to process personal data.

### 8. Contact/Data Protection Officer

To make contact with the Data Protection Officer at Talk Russian Limited please email [enquiry@talkrussian.com](mailto:enquiry@talkrussian.com) or call 0207 0436940.