

GIVE ME YOUR WORD LTD

TERMS AND CONDITIONS OF BUSINESS

INTRODUCTION

These terms and conditions (the “**Terms**”) constitute the entire agreement between **GIVE ME YOUR WORD LIMITED** with Company Number 7958352 having its registered office address at 1st Floor Cloister House, New Bailey Street, Salford, England, M3 5FS (“**GMYW**” and the “**Company**”) and you. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by GMYW or on our behalf which is not set out in these terms and that you have no claim for innocent or negligent misrepresentation based on any statement in these Terms.

WHEREAS

- (a) The Company is a dedicated language services agency that delivers translation and interpreting services.
- (b) You would like to engage the Company to provide translation and interpretation services.
- (c) The Company has agreed to provide, and you have agreed to take and pay for, the “**Services**” (as defined below) subject to the Terms.
- (d) These Terms act as the umbrella agreement for all the Services (as defined below) that the Company undertakes to you from time to time.

1. Scope of Work

- 1.1 The Company shall provide professional translation and interpreting services in its various forms as described in these Terms (the “**Services**”).
- 1.2 The Company agrees to provide Services in accordance with the Terms. The Services of the Company may vary from time to time but shall include amongst others any and all of the following:
 - 1.2.1 To provide you with an interpreter as such scope is agreed upon between us in a Quote (as such term is defined below);
 - 1.2.2 To provide you with a language consultant as such scope is agreed upon between the parties in a Quote (as such term is defined below);
 - 1.2.3 To provide you with translation services; and,
 - 1.2.4 To provide you with proofreading of a translated file by a third-party proof-reader.

2. Providing the Services

- 2.1 The Company warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by these Terms. The Company shall (a) perform the Services in a diligent, efficient, competent and skilful manner commensurate with the highest standards of the profession, and at all times in accordance with all relevant laws and regulations including (without limitation) the Modern Slavery Act 2015, the Race Relations Act 1976, the Sexual Discrimination Acts 1975 and 1986, the Equal Pay Act 1970, the Disability Discrimination Act 1995, the Employment Rights

Act 1996, the Bribery Act 2010 and all relevant anti-money laundering legislation; and, (b) to devote such time as is necessary to perform the Services required under these Terms. The Company acknowledges that time is of the essence with respect to performance of the Services and the development and delivery of any deliverables under these Terms.

2.2 With each instruction from you, the Company must:

2.2.1 keep such records of the work as you may reasonably require;

2.2.2 provide reports on the Services to such person(s) as you may nominate or as required by you from time to time; and,

2.2.3 provide such other information regarding the Services as you may reasonably require.

2.3 The Company must ensure that, if providing the Services at your premises (or any Affiliate of yours as such term is defined below) its representative shall comply with any applicable policies, procedures and rules in place at your or an Affiliates premises.

2.4 All instructions from you are accepted by the Company subject only to these Terms.

3. **Term**

3.1 Under these Terms, you agree that you will supply a signed purchase order, and/or confirmation of acceptance of a project by email or an agreed Quote at which point it will be implied that you accept these Terms. Unless terminated earlier in accordance with Clause 11, these Terms shall continue until all the Services have been completed (the "**Agreed Project**") and shall automatically expire at the end of the Agreed Project. For the avoidance of doubt, where there are multiple Quotes for you, the Terms shall not expire until all the Services have been fully completed.

3.2 The Company and you undertake that the date of delivery of the Services and this date may be amended by mutual written agreement by the Company and you.

4. **Fees and Expenses**

4.1 You will pay a non-refundable fee (inclusive of VAT, if applicable) to the Company for providing the Services.

4.2.1 For each of the Services that the Company provides to you, the Company shall determine the fee ("**Fee**") and the payment terms that are to be paid by you in the form of a quote (the "**Quote**"). The Company will determine the Quote on the basis of your description of the required Services. For the avoidance of doubt, the Company will not provide a fixed Quote until the Company has seen or received clear and complete instructions in writing from you.

4.2.2 The Quote will remain valid for the period stated in the Quote after which time it may be subject to amendment.

4.3 The Company reserves the right to amend the Fee should it at its sole discretion require to do so ("**Amended Fee**"). This may arise where the Services described by you in the reasonable opinion of the

Company deemed to be materially inadequate, inaccurate or present latent special difficulties which neither party foresaw.

- 4.4 You hereby acknowledges that should a situation arise as described in Clause 4.3, the Company will use its reasonable endeavours to ensure that the Amended Fee is provided timeously and is agreed in writing by you before the Services commence as an Agreed Project.
- 4.5 If you request additional Services from the Company or the instructions change once the Fee or the Amended Fee (together the “Fees”) has been agreed, you hereby acknowledge that the Fee cannot be reduced without the prior written consent of the Company. You acknowledges that partial or full Fees may have been incurred by the Company at the time of the additional Services and the Company will be entitled to recover these Fees in full.
- 4.6 It should be noted herein that the Fees include expenses which shall be reimbursable upon invoice at the same time and these may include, amongst others, travel time, mileage and waiting time at the rates set out in the Quote.
- 4.7 Invoices will be sent directly and either on completion of the Services or intermittently as stated and agreed in the Quote to you by email quoting a valid purchase order number.
- 4.8 Should a part payment of an invoice not be made and notice has been given to you that an interim part payment of the Fees is overdue, the Company shall have the right to stop working on the Services until the payment has been made and the Company is in clear funds.
- 4.9 For the avoidance of doubt, on receipt of an approved Quote, in respect of interpreter and language consultant bookings, the Company reserves the right to claim its full Fees (as that figure may be amended from time to time) and expenses if the instruction from you is cancelled within seven (7) working days of the date the Services are to be provided. If the cancellation notice is received within eight (8) and fourteen (14) working days from the date the Services are to be provided, the Company shall be entitled to be paid fifty percent (50%) of its Fees. For the avoidance of doubt, any cancellation received more than fourteen (14) working days from the date the Services are to be provided, no Fees will become due and payable by you to the Company.

On receipt of an approved Quote, in respect of written translations, proofreading and transcription, if the project is cancelled, reduced in scope or frustrated by an act or omission on the part of you or any Third Party, you shall pay GMYW the full fee.

- 4.10 In accordance with Clause 5.4 below, you shall pay all Fees without delay to the Company and no Services will commence until the Fees have been received by the Company.

5 **Method of Payments**

- 5.1 Unless the payment terms are stated otherwise in the Quote, you will pay the Company its Fees (which shall include for the avoidance of doubt any invoiced fees and expenses) in full within 30 days of receipt of an invoice complying with the requirements set out above. You will indemnify the Company in relation to all

legal and other fees incurred, (on an indemnity basis) where payment has not been made by you in settlement of our charges.

- 5.2 The Company will invoice in GBP at all times. Should you request to be invoiced in any currency other than GBP, the Company shall include a bank administration and currency conversion charge of GBP £30 (thirty pounds) and will use the foreign exchange rate as listed at <https://wise.com> at the date of invoice of said Fees.
- 5.3 Payment shall be transferred by you via BACS transfer. The Company at its discretion may charge an additional GBP £25 (twenty-five) if the payment is made by another method, including amongst others Paypal.
- 5.4 Save as otherwise expressed in these Terms, in the event of failure by you to pay the sums due within the said period, interest shall be payable on the overdue amount of Fees from the due date until payment is made in full at eight percent (8%) per annum over the Bank of England plc base lending rate from time to time accruing on a daily basis.

6. Confidentiality and Data Protection

6.1 In this clause, the following words and expressions shall have the following meanings unless the context otherwise requires:

Confidential Information	<p>means all information of a confidential nature, including but not limited to Your Data, (however recorded or preserved) disclosed or made available, directly or indirectly, by the Disclosing Party or its employees, officers, representatives, advisers or affiliates to the Recipient or its Representatives relating to the business, affairs, clients, suppliers, plans, intentions, or market opportunities of the Disclosing Party or the Disclosing Party's affiliates, and the operations, processes, product information, know-how, designs, trade secrets or software of the Disclosing Party or of the Disclosing Party's affiliates but not including any information that is or becomes generally available to the public (other than as a result of its disclosure by the Recipient or its Representatives in breach of these Terms</p> <p>); or the Recipient can show was available to it on a non-confidential basis prior to disclosure by the Disclosing Party; or the parties agree in writing is not confidential, or is trivial, obvious or useless.</p>
Data Controller, Data Processor, Data Protection Impact Assessment, Data	<p>means such meaning as is given to these terms by the Data Protection Legislation.</p>

Subject, Personal data, Process/ Processing, Sensitive Personal Data	
Disclosing Party	means you (or other party) from which the Company receives or otherwise acquires Confidential Information during the performance of the Services.
Data Protection Legislation	means any relevant data protection or privacy law (as amended or replaced from time to time) including the General Data Protection Regulation (GDPR)
Representatives	means the Company's employees, staff and subcontractors
Recipient	means the Company (or its Representatives) which receives or otherwise acquires Confidential Information during the performance of the Services from the Disclosing Party.
Your Data	means personal data of which you (or Affiliate) is the Data Controller, which is provided to the Company by you or any other personal data collected or created by the Company in performing the Services.

- 6.2 You accept that the Company may need to process personal data about its Representatives for any purpose the Company considers reasonable in connection with the performance of the Services. If you require further information about the processing of this personal data carried out by the Company, you should contact the Company's Director in charge of data protection.
- 6.3 The Company acknowledges that you are the Data Controller and that the Company a Data Processor in respect of your Your Data.
- 6.4 To the extent that any data or information Processed by the Company under these Terms is Your Data, Company undertakes and warrants that it shall, and shall procure that its employees, agents and any sub-contractors shall:
- 6.4.1 process Your Data only to the extent, and in such a manner, as is necessary for the purposes of providing the Services and in accordance with your instructions from time to time; process Your Data in line with and assist you in complying with the requirements of Data Protection Legislation; and shall not process Your Data for any other purpose unless legislation to which the Company is subject determines otherwise. Company shall immediately inform you, in its opinion, an instruction infringes Data Protection Legislation;

- 6.4.2 immediately pass to you any requests from Data Subjects for access to Your Data or other requests in relation to Data Subject rights (such as requests for erasure, etc) and not respond to or acknowledge such request directly. Company shall assist you and be entitled to recover its reasonably incurred costs in doing so, if required, to respond to any request in relation to Your Data;
- 6.4.3 ensure that any sub-contractors or Data Processors are appointed on the same terms as are set out in these Terms;
- 6.4.4 implement technical and organisational measures appropriate to the risk to protect Your Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure and provide a written description of the technical and organisational methods employed by it for processing Your Data (within the timescales required by you); and
- 6.4.5 notify you of any breach or potential breach of this clause or otherwise of Data Protection Legislation within 24 hours and shall assist the notification of Data Subjects where requested to do so by you.
- 6.5 The Company shall keep each Disclosing Party's Confidential Information confidential and, except with the prior written consent of you:
 - 6.5.1 not use or exploit the Confidential Information in any way except for providing the Services; or
 - 6.5.2 not disclose or make available the Confidential Information in whole or in part to any third party, except as expressly permitted by these Terms; or
 - 6.5.3 not copy, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Services (and any such copies, reductions to writing and records shall be the property of the Disclosing Party);
 - 6.5.4 not use, reproduce, transform, or store the Confidential Information in an externally accessible computer or electronic information retrieval system or transmit it in any form or by any means whatsoever outside of its usual place of business; and
 - 6.5.5 keep separate the Confidential Information for each Disclosing Party from all documents and other records of any other Disclosing Party and the Company.
- 6.6 The Company may disclose the Disclosing Party's Confidential Information to its Representatives who need to know this Confidential Information for the Purpose, provided that:
 - 6.6.1 it informs its Representatives of the confidential nature of the Confidential Information before disclosure;
 - 6.6.2 it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with these Terms as if they were the Company and, if the Disclosing Party so requests, procure that any relevant Representative enters into a confidentiality agreement with the Disclosing Party on terms equivalent to those contained in these Terms; and
 - 6.6.3 it keeps a written record of these Representatives and it shall at all times be liable for the failure of any Representative to comply with these Terms.

- 6.7 The Company may disclose Confidential Information only to the extent required by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the Disclosing Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause, it takes into account the reasonable requests of the Disclosing Party in relation to the content of such disclosure.
- 6.8 At the request of the Disclosing Party, at any time, the Company shall promptly:
- 6.8.1 securely destroy or return to you all documents and materials (and any copies) containing, reflecting, incorporating, or based on the Disclosing Party's Confidential Information;
 - 6.8.2 erase all the Disclosing Party's Confidential Information from its computer systems to the extent possible; and
 - 6.8.3 certify in writing to you that it has complied with the requirements of this clause, provided that a Company may retain documents and materials containing, reflecting, incorporating, or based on the Disclosing Party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority, and to the extent reasonable to permit the Company to keep evidence that it has performed its obligations under these Terms. The provisions of these Terms shall continue to apply to any documents and materials retained by the Company.
- 6.9 Upon the termination of these Terms in whole or part for whatever reason, unless notified otherwise by you or as required by law, immediately cease using all Confidential Information (or where termination is in part only, cease using such Confidential Information in so far as the Confidential Information relates to the terminated Services) and, as requested by you, securely destroy or return to you or other party (as directed) all copies of the Confidential Information held in whatever form by Company or any Representative of Company.
- 6.10 The Company shall not make any statement to the press pertaining in any way to you without obtaining your advance approval in writing not to be unreasonably withheld.
- 6.11 The obligations of confidentiality set out in this clause 6 shall not be subject to any exclusions or liability pursuant to Clause 7 and shall survive the termination or expiry of the Terms.

7. **Insurance**

- 7.1 The Company undertakes and agrees to take out and maintain with an insurance company of repute such insurance cover as is sufficient to cover its liabilities under these Terms including a professional indemnity insurance policy with a minimum limit of coverage in the amount of GBP £500,000 (five hundred thousand pounds). At your request, the Company shall produce a copy of such insurance policies for inspection by you.

8. **Liability**

- 8.1 The Company warrants that it shall use reasonable skill and care in accordance with the provisions of the Code of Professional Conduct of the Institute of Translation and Interpreting (the “Code”).

Unless agreed in writing in advance of any work carried out, you hereby acknowledge that the Services shall be deemed to be of “for information” quality only as such term is used in the Code and shall always be fit for its stated purpose and target readership and the level of quality specified.

- 8.2 The Company's total liability to you for any and all damages whatsoever arising out of or in any way related to these Terms from any cause, including but not limited to, negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the Fees paid to the Company pursuant to the specific Services set out in any standalone Quote pursuant to these Terms.
- 8.3 In no event (whether due to breach of contract, tort or otherwise) shall the Company be liable for (a) special (b) indirect (c) incidental (d) consequential (e) punitive damages (f) lost revenue (g) lost profits (h) replacement goods (i) loss of technology rights or services (j) loss of date (k) interruption to or loss of use of software or any portion thereof; regardless of the legal theory under which such damages are sought and notwithstanding any failure of essential purpose of any limited remedy.
- 8.4 Any claim by you against the Company relating to these Terms must be made in writing and presented to the Company within three (3) months after the date on which the Company completes performance of the Services.

9. **Intellectual property and proprietary rights**

9.1 Upon payment of the Fees, you will be entitled to:

9.1.1 ownership of the Materials (as defined below); and

9.1.2 the Intellectual Property Rights (as defined below) in the Materials.

9.2 **“Materials”** means any work or material developed, written or prepared by the Company in relation to the Services (whether individually, collectively or jointly with you and on whatever media) including (without limitation) any documents, case studies, blogs, reports, studies, data, diagrams, charts, specifications or computer programs and related copies and working papers whether developed, written or prepared before or after the Services have commenced.

9.3 **“Intellectual Property Rights”** means all present and future copyright, design rights and other intellectual property rights.

9.4 The Company undertakes to do anything reasonably required (both during and after the termination of its engagement) to ensure that all Intellectual Property Rights in the Materials belong to or are assigned to the Company and to assist the Company in protecting or maintaining them.

9.5 If any moral right under the Copyright, Designs and Patents Act 1988 arises in respect of any Materials the Company:

9.5.1 hereby waives such rights as against you; and

9.5.2 will exercise such rights against any third party only as you request.

10. **Conduct**

- 10.1 The Company represents that neither it, nor any of its affiliates, employees, contractors, Company or agents are presently suspended or disqualified or proposed for suspension or disqualification by any government department or ministry. The Company agrees to comply with all laws, statutes, regulations, ordinances and rules including but not limited to all applicable laws including those pertaining to discrimination based on age, sex, marital status, sexuality, religion, religious belief, colour, race, ethnic or national origin or any disability.
- 10.3 The Company is required to conduct dealings with its colleagues, suppliers, external organisations and the public at large honestly and with integrity and to maintain the reputation and image of you at all times.
- 10.4 Both parties undertake to inform the other without delay if, anywhere in the world, it has accepted a caution, been charged with or found guilty of a criminal offence, or if another professional body has made a finding against the Company or your registration.

11. **Termination**

- 11.1 The Company may terminate these Terms, if after using its best endeavours it is for whatever reason unable to fulfil the Services.
- 11.2 You may terminate by giving not less than ten (10) days written notice to the Company if it is in material breach of these Terms.
- 11.3 Upon termination the Company must:
- 11.3.1 provide such co-operation and information as you may reasonably request in connection with the termination and any consequences, including co-operating in a smooth handover of any ongoing work;
 - 11.3.2 return immediately all items of property which the Company has in his possession or under its control in connection with the engagement; and
 - 11.3.3 delete any documents or information belonging to you without retaining copies in any format.
- 11.4 For the avoidance of doubt, the termination of the Company's engagement (however arising) will not affect:
- 11.4.1 any rights or obligations which have accrued up to the date of termination; or
 - 11.4.2 any rights or obligations which expressly or impliedly survive the termination of the engagement.
 - 11.4.3 any amounts or Fees owed to the Company.

12. **Status**

- 12.1 The Company is not an agent of you and (unless otherwise agreed in writing) will have no right to make contracts or enter any engagements on your behalf. The Company will not hold itself out as an employee, worker, agent or partner of you.
- 12.2 Nothing in these Terms should be construed as giving rise to an employment relationship between you and the Company. The Company will account to the appropriate authorities for any income tax or national insurance contributions due in respect of sums payable by you to the Company in connection with the Terms. You will indemnify the Company and keep the Company indemnified against any claim or demand made against you in respect of any such tax or contributions and against any interest or penalties imposed in connection with any such tax or contributions.

13. **Anti-Bribery and Anti Money Laundering**

13.1 The Company shall:

- 13.1.1 comply with all applicable laws, statutes, regulations and codes relating to anti bribery and anti-corruption including but not limited to the Bribery Act 2010 and Anti Money Laundering legislation ("**Relevant Requirements**");
- 13.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- 13.1.3 comply with any applicable industry codes in each case ("**Relevant Policies**");
- 13.1.4 have and shall maintain in place throughout its own policies and procedures, including adequate procedures under the Bribery Act 2010 and applicable money laundering regulations, to ensure compliance with the Relevant Requirements and the Relevant Policies and will enforce them where appropriate;
- 13.1.5 promptly report to you any request or demand for any undue financial or other advantage of any kind received by the Company in connection with the performance of the Services;
- 13.1.6 immediately notify you (in writing) if a foreign public official becomes an officer or employee of the Company or acquires a direct or indirect interest in the Company, and the Company warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of these Terms;
- 13.1.7 if so requested you in writing, certify to you in writing signed by an officer of the Company, compliance with this clause by the Company and all persons associated with it under clause 13.2. The Company shall provide such supporting evidence of compliance as you may reasonably request.
- 13.2 The Company shall ensure that any person associated (as such term is defined in the Bribery Act 2010) with the Company who is performing services or providing goods in connection with these Terms does so only on the basis of a written contract which imposes on and secures from such person terms equivalent

to those imposed on the Company in this clause (“**Relevant Terms**”). The Company shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to you for any breach by such persons of any of the Relevant Terms.

14. **Miscellaneous**

14.1 You undertake that for a period of twelve (12) months after the Agreed Project has been completed, you will not directly or indirectly, solicit or endeavour to entice away or employ an employee from the Company (or any Affiliate) the business or custom of any of its personnel, employees, affiliates or agents. Should the Company be of the opinion that you have acted against the spirit of this Clause 14.1, the Company shall have the right to claim full damages for loss of future earnings and recover all of its expenses incurred thereto.

14.2 In these Terms, “**Affiliate**” means any company or person which from time to time during the period is a holding company or subsidiary of any of the parties or a subsidiary of the holding company of any one of the parties, as the terms ‘holding company’ and ‘subsidiary’ are defined in the Companies Act 2006 and also applied to companies established or registered in any part of the world.

15. **Waiver**

15.1 No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

15.2 No provision of these Terms may be waived unless in writing, signed by all of the parties hereto. Waiver of any one provision of these Terms shall not be deemed to be a continuing waiver or a waiver of any other provision. These Terms may be modified or amended only by the Company.

16. **Entire Terms and Variation**

16.1 These Terms and any documents attached to it and/or referred to in it, constitutes the entire Terms between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

16.2 Each party acknowledges that in entering into these Terms, it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these Terms.

16.3 Each party agrees that its only liability in respect of those representations and warranties that are set out in these Terms (whether made innocently or negligently) shall be for breach of contract.

16.4 Nothing in this clause shall limit or exclude any liability for fraud.

16.5 No person other than the Company and you may enforce any of these Terms.

16.6 No alteration to or variation of these Terms shall take effect until and until the same is in writing and signed on behalf of each of the parties by a duly authorised representative.

17. **Assignment**

- 17.1 You shall not, without the prior written consent of the Company assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under these Terms.
- 17.2 The Company may at any time, assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over, or deal in any other manner, with all or any of its rights or obligations under these Terms without your prior written approval.

18. **No Partnership or Agency**

- 18.1 Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.
- 18.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

19. **Third-Party Rights**

- 19.1 Except as expressly provided in these Terms, a person who is not a party to these Terms, shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms.

20. **Rights and Remedies**

- 20.1 Except as expressly provided in these Terms, the rights and remedies provided under these Terms are in addition to, and not exclusive of, any rights or remedies provided by law.

21. **Severance**

- 21.1 If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible the relevant provision, or part provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms.
- 21.2 If any provision or part-provision of these Terms is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 21.3 The provisions of these Terms shall survive the expiration or earlier termination of the Terms, to the extent necessary to give effect to such provision.

22. **Notices**

- 22.1 All notices or other communication required to be given to you under or in connection with these Terms shall be in writing (including email) and shall be delivered by hand or sent by pre-paid first class post or next working day delivery service providing proof of delivery, at your registered office (if a company) or (in another case) your principal place of business.

22.2 Any notice to the Company must be marked for the attention of:

Lauren Shadi
Give Me Your Word Ltd
1st Floor Cloister House,
New Bailey Street,
Salford, England,
M3 5FS

Email: Lauren@givemeyourword.co.uk

23. **Dispute Resolution**

23.1 If a dispute arises under these Terms ("**Dispute**"), including any Dispute arising out of any amount due to a party hereto, then before bringing any action or proceeding in connection with such Dispute, a party must first give written notice of the Dispute to the other party describing the Dispute and requesting that it is resolved under this dispute resolution process ("**Dispute Notice**").

23.2 If the parties are unable to resolve the Dispute within 30 days of delivery of the Dispute Notice, then each party will promptly (but no later than five Business Days thereafter):

23.2.1 appoint a designation representative who has sufficient authority to settle the Dispute and who is at a higher management level than the person with direct responsibility for the administration of these Terms ("**Designated Representative**"); and,

23.2.2 notify the other party in writing of the name and contact information of such Designated Representative.

23.3 The Designated Representatives will then meet as often as they deem necessary in their reasonable judgement to discuss the Dispute and act reasonably to negotiate in good faith to resolve the Dispute. The Designated Representative will mutually determine the format for such discussions and negotiations, provided that all reasonable requests for relevant information relating to the Dispute made by one party to the other party will be complied with.

23.4 If the parties are unable to resolve the Dispute within 30 days after the appointment of both Designated Representatives, then, either party may give the other 7 days' written notice to resolve the Dispute through the Alternative Dispute Resolution ("**ADR**") in accordance with the mediation procedure of the Centre for Dispute Resolution. If the parties fail to agree the terms of settlement of their dispute within 30 days of receipt of such notice, or the party to whom the notice was given refuses to participate in the ADR procedure then either party may proceed with any other available remedy.

23.5 Notwithstanding the foregoing, either party may seek interim or other equitable relief necessary (including an injunction) when damages would be an inadequate remedy.

24. **Force Majeure**

24.1 The Company shall have no liability to you under these Terms if it is prevented from, or delayed in, performing its obligations under these Terms, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control including strikes, lock-outs, lock downs, or other industrial

disputes, act of God, war, riot, civil commotion, compliance with any law or regulation, fire, flood or storm (each a “**Force Majeure Event**”), provided that:

- 24.1.1 You are notified of such an event and its expected duration; and,
- 24.1.2 the Company uses all reasonable endeavours to mitigate, overcome or minimise the effects of the Force Majeure Event concerned, and that if the period of delay or non-performance continued for three (3) months or more, you may terminate these Terms by giving 14 days’ written notice to the Company.
- 24.2 If the Force Majeure Event results in the suspension of all or any part of the Services, then you shall be entitled to discuss an extension of the Agreed Project until such time as the Force Majeure Event shall have ceased to have effect and the Services recommence in accordance with these Terms.

25. **Governing Law and Jurisdiction**

- 25.1 These Terms and any dispute or claim arising out of or in connection with it or its subject or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.
- 25.2 Each of us irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or its subject matter or formation (including non-contractual disputes or claims). The Company reserves the right to changes these Terms at any time. The new version will be posted on this website and will take effect immediately upon posting.