

Terms & Conditions of Service of Speak Your Language Pty Ltd ACN 133 571 301

1. DEFINITIONS

1.1 In these terms and conditions:

“Company” means Speak Your Language Pty Ltd ACN 133 571 301

“Customer” means any individual, company, organisation or other entity who has placed an order with the Company for the provision of a Service

“Force Majeure Event” means any of the following causes provided that they are outside the reasonable control of the affected party and could not have been prevented or avoided by that party taking all reasonable steps:

- (a) act of God, earthquake, cyclone, fire, explosion, flood, landslide, lightning, storm, tempest, drought or meteor;
- (b) war (declared or undeclared), invasion, act of a foreign enemy, hostilities between nations, civil insurrection or militarily usurped power;
- (c) act of public enemy, sabotage, malicious damage, terrorism or civil unrest; and
- (d) confiscation, nationalisation, requisition, expropriation, prohibition, embargo, restraint or damage to property by or under the order of any government or government authority.

“Service” means any interpreting or translation service ordered and purchased by the Customer

2. DESCRIPTION OF SERVICES

- 2.1 The Company will provide the Customer with a medium to order and purchase the Services. The Services are provided via the telephone and /or as otherwise specified by Customer.
- 2.2 The Services are provided on an "as is, as available " basis. All orders placed are subject to availability and confirmation by the Company. The Company makes no guarantee of availability of Services.
- 2.3 In relation to interpreting services, the function of the interpreter excludes the written translation of texts and is confined to spoken proceedings only.

- 2.4 Interpreting services are provided for the immediate use by the Customer only. No recordings are permitted whilst interpreting services are being delivered by the Company without prior written approval from the Company.
- 2.5 In relation to translating services, the functions of the translator excludes spoken proceedings and is confined to the written translation of texts only.

3. FEES

- 3.1 Urgent or same day interpreting services attracts an extra 35% fee on all costs.
- 3.2 The Company will invoice the Customer for the price of Services provided and the Customer must pay the price in full 14 days on which the invoice is dated.
- 3.3 Payment of the invoice can be made by either direct fund transfer into the Company's bank account, cheque, cash or credit card.
- 3.4 The Company will provide to the Customer 14 days' notice in relation to any increase of fees.

4. TRAVEL COSTS

Any appointment that is more than 30 km from the CBD will incur travel costs at \$0.90 per km.

5. ORDER CANCELLATIONS

- 5.1 Cancellation of an order by a Customer must be received by the Company before 48 hours (business hours) of the appointment scheduled or the minimum booked fee will apply. When more than 48 hours (business hours) notice is received, no fee will apply.
- 5.2 Cancellations must be in writing and sent by facsimile to the Company on (02) 8734 3999

6. FORCE MAJEURE

- 6.1 Despite any other provision in these terms and conditions, if the Company is unable to perform or is delayed in performing an obligation under these terms and conditions which is caused by or which arises or results from a Force Majeure Event and notice has been given in accordance with clause 6.2 below:
 - (a) the obligation is suspended but only for so long as it is affected by the Force Majeure event; and

- (b) the Company will not be liable to the Customer for any loss or damage sustained by the Customer as a result of, and to the extent that, the Company is unable to perform or is delayed in performing its obligations because of the Force Majeure Event.

6.2 If affected by a Force Majeure Event, the Company must give to the Customer written notice which:

- (a) sets out details of the Force Majeure Event;
- (b) identifies the nature and extent of the obligations affected by the Force Majeure Event;
- (c) advises the period of time during which the Company estimates that it will not be able to perform or will be delayed in performing its obligations; and
- (d) provides details of the action that it has taken or proposes to take to remedy the situation.

7. PRIVACY POLICY

All documents and information received by the Company from the Customer in relation to the provision of Services shall remain confidential. The Company will not edit or disclose the contents of the Customer's documents and information unless required to do so by law.

8. WARRANTY

The Company expressly disclaims any implied warranty or representation concerning the accuracy, reliability, relevance, currency, completeness, appropriateness or otherwise of the Services for any particular purpose.

9. LIMITATION OF LIABILITY

To the extent permitted by law, and subject to any rights of refund granted under these terms and conditions, the Company shall not be liable for any direct, indirect, incidental, special or consequential damages, resulting from the use or the inability to use the Service, or for cost of procurement of substitute services, or resulting from transactions entered into relying on the Service provided, or resulting from unauthorised access to or alteration of the Customer's transmissions or data, including but not limited to, damages for loss of profits, use, data or other intangible, even if the Company has been advised of the possibility of such damages.

10. INDEMNIFICATION

The Customer agrees to indemnify and hold the Company, its parents, subsidiaries, affiliates,

agents, officers and employees, harmless from any claim or demand made by any third party due to or arising out of the Customer's use of the Service, the breach of these terms and conditions by the Customer, or the infringement by the Customer of any intellectual property or other right of any person or entity.

11. DISPUTE RESOLUTION

11.1 Should the Customer be unsatisfied with the quality of the Services provided by the Company, the Customer is required to contact the Company by email to email address: service@syl.com.au specifying the reasons for the dissatisfaction within (7) seven days of delivery of the Service by the Company.

11.2 The Company will give full consideration to the Customer's comments and will then either:

(a) Have the Service redone at no extra charge to the User, or

(b) Will consider whether the Service provided meets industry standards. If the Service provided does meet industry standards, the Company may, for an extra fee, have the document and/or Service edited and/or provided to the Customer by a different professional as specified by the Company, or

(c) Issue a refund to the Customer. Refunds will be given for the amount of price of the Service provided. All Refunds will be made by cheque or direct funds transfer. No refund will be made in cash.

12. MODIFICATIONS TO TERMS AND CONDITIONS

The Company may change these terms and conditions at any time.

13. GOVERNING LAWS

These terms and conditions are governed by and construed in accordance with the laws in force in New South Wales, Australia.

14. NOTICES

All notices which are required to be given under these terms and conditions shall be in writing and shall be sent to the Customer by email as designated by the Customer.

15. DECLARATION:

By accepting this Declaration, the Customer hereby agrees to be bound by the terms and conditions of Service as detailed herein and agrees that they prevail over any terms and conditions of Service that may be incorporated in any purchase order submitted by the Customer (unless such terms and conditions are agreed to in writing by the Company and signed by the Company's authorised representative) in the event of an inconsistency.