

## **BUSINESS-TO-BUSINESS TERMS AND CONDITIONS OF SALE**

The following terms and conditions (“the Conditions”) are the terms on which Coventry and Warwickshire Association for the Deaf (“the Charity”) sells its services and supersede all other terms and conditions used by the Charity.

### ***Background***

Coventry and Warwickshire Association for the Deaf is a Registered Charity (218005) and started one of the first Sign Language interpreting agencies in the Country.

Our Trading name of Coventry and Warwickshire Sign Language Interpreting Service is registered as a member of the Association of Sign Language Interpreters (ASLI).

Our practices and procedures are regularly checked for compliance with GDPR legislation.

All interpreters go through quality assurance before they are accepted on our register and they must all hold a current registration with the National Registers of Communication Professionals Working with Deaf and Deaf-Blind People (NRCPD), the national registration body for sign language interpreters.

### ***1. Orders, price and payment***

- 1.1 No contract shall come into existence until the Charity confirms the order for Services in writing.
- 1.2 The price (not subject to VAT) for the Service (“the Price”) shall be the quoted price of the Charity and payment of the Price shall be made by the Buyer within 30 days of the date (“the Due Date”) of the invoice for the Service and time for payment shall be of the essence.
- 1.3 The price is inclusive of travel when serving within the Coventry and Warwickshire area.
- 1.4 If services are provided out of this area, and/or require the interpreter(s) to lodge in accommodation, this additional cost will be passed onto the Buyer.
- 1.5 If the Price is not paid by the Due Date, the Buyer will be liable to an additional payment of reasonable liquidated damages. Interest shall accrue both before and after any court judgment on the unpaid portion of the Price at the rate of eight per cent above the base rate from the Bank of England.

## **2. Cancellations**

- 2.1 Any cancellation of any order by the Buyer must be in writing, and agreed as cancelled also in writing by the Charity.
- 2.2 Any cancellation that is received less than three full working days from the booked start time of delivery, will be charged at 100%.
- 2.3 Any cancellation that is received over three full working days from the booked start time of delivery, will not be charged the booking fee. However, in reference to 1.3, any costs unretrievable by the Charity will be passed onto the Buyer, regardless of when the booking is cancelled.

## **3. Service**

The description and quantity of the Services to be sold (“the Service”) shall be as set out in the quotation provided by the Charity to the Buyer (“the Quotation”).

## **4. Limitation of liability**

- 4.1 Save in respect of personal injury or death due to any negligence, the Charity shall not be liable to the Buyer in respect of any loss suffered by the Buyer.
- 4.2 Without prejudice to Condition 4.1 the Company shall not be liable to the Buyer or any third party for any loss of profit, consequential or other economic loss suffered by the Buyer arising in any way from this Agreement.

## **5. Set off and counterclaim**

The buyer may not withhold payment of any invoice or other amount due to the Charity by reason of any right of set-off or counterclaim which the buyer may have or allege to have or for any reason whatsoever.

## **6. Force majeure**

6.1 The Charity shall not be liable for any problems due to any circumstance beyond the reasonable control of the Charity including, but not limited to, Acts of God, war, civil unrest, riot, strike, lock-out, acts of civil or military authorities, fire, flood, earthquake or shortage of supply.

6.2 If the Charity can not provide and interpreter due to any reason made in 6.1, the Buyer will not be charged the booking fee. However, in reference to 1.3, any costs un-retrievable by the Charity will be passed onto the Buyer.

## **7. General**

7.1 If any term or provision of these Conditions is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

7.2 The Charity may without the consent of the Buyer sub-contract its rights or obligations or any part of these Conditions.

7.3 The headings in these Conditions are for ease of reference only and shall not affect the interpretation of any of the Conditions.

## **8. Contract**

Notwithstanding any other provision of this agreement, nothing herein shall confer or is intended to confer a benefit on any third party for the Contract (Rights of Third Parties) Act 1999 or for any other purpose.

## **9. Entire agreement**

Each of the parties agrees that save in respect of statements made fraudulently it shall have no remedy in respect of any untrue statement upon which it relied in entering this Agreement and that its only remedies shall be for breach of contract.

## **10. Governing law and jurisdiction**

The laws of England and Wales shall govern this Agreement and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.