

Lingualinks Terms and Conditions

1. Interpretation and Construction

1.1 In these Terms and Conditions, the following definitions apply:

“**Lingualinks**” means the provider of the Services. Lingualinks is the trading name of Lingua Madre, a limited company, registered with the Registrar of Companies for England and Wales under the Companies Act 2006, Company Number 7396299. Its registered office is located at 114 Princedale Road, London W11 4NH, UK and the company is represented by Mrs Francesca Nelson-Smith, its Managing Director.

“**Contract**” means the contract between Lingualinks and the Family for the supply of Services in accordance with these Terms and Conditions.

“**Family**” means a client of Lingualinks, who is a parent of one or several children (legitimate, natural or adopted) normally residing with him/her and who has registered and paid for the Services. Clients of Lingualinks must be over 18 years old and have completed the registration form.

“**Intellectual Property Rights**” means all copyright and related rights, trade marks, service marks, trade, business and domain names, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database right, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

“**Introduction Fees**” means the fee payable for the introduction to any new Family.

“**Registration Fees**” means the one-off charge which enables the Family to use the Services over an unlimited period for each registered child.

“**Registration Form**” means the form which the family fills in on line on the Lingualinks website or by downloading it and filling it in by post and sending it to Lingualinks’ office by post.

“**Services**” means all the services provided to the clients of Lingualinks as set out in clause 3 below to introduce families who wish to organise non-commercial linguistic and cultural exchanges for their children.

1.2 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.3 a reference to a party includes its personal representatives, successors or permitted assigns;

1.4 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes;

1.5 any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.6 any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

1.7 a reference to writing or written includes faxes and e-mails.

2. **Agreement between the Family and Lingualinks**

2.1 The Registration Form constitutes an offer by the Family to purchase Services from the Lingualinks in accordance with these Conditions.

2.2 The Registration Form shall only be deemed to be accepted when Lingualinks issues written acceptance of the Registration at which point and on which date the Contract shall come into existence.

2.3 The Contract constitutes the entire agreement between the parties. The Family acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Lingualinks which is not set out in the Contract. Any samples, drawings, descriptive matter or advertising issued by the Supplier, and any descriptions or illustrations contained in Lingualinks' website or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or any other contract between Lingualinks and the Family for the supply of the Services.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. **Supply of Services**

Lingualinks shall:

3.1 provide an introduction service between families who wish to organise non-commercial linguistic and cultural exchanges for their children ;.

3.2 only propose Families who have been recommended by friends or interviewed and whose references have been checked.

3.3 subject to Family's consent, introduce Families to companies who offer different language learning experiences such as school placements or sports camps provided that Families who are introduced to such companies enter into a contract with said companies and Lingualinks cannot take or accept any responsibility should the clients be unhappy with their child's experience.

3.4 use all reasonable endeavours to meet any performance dates specified in the Registration Form, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.5 on reasonable notice being given to the Family, have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services.

- 3.6 warrant to the Family that the Services will be provided using reasonable care and skill.

4. **Family's obligations**

The Family shall:

- a) ensure that the terms and information provided in the Registration Form are complete and accurate;
- b) co-operate with Lingualinks in all matters relating to the Services;
- c) provide Lingualinks, its employees, agents, consultants and subcontractors, with access to the Family's premises and other facilities as reasonably required by Lingualinks;
- d) provide Lingualinks with such information and materials as Lingualinks may reasonably require in order to supply the Services, and ensure that such information is accurate in all material respects;
- e) conform to current laws, to respect third person rights and the clauses of these Terms and Conditions;
- f) respect the intellectual property laws regarding the information provided by Lingualinks and by other Families;
- g) not use Lingualinks for professional, commercial trade or other non-personal reasons;
- h) use the Services for the purposes described in these Conditions;
- i) supply information, data, text, and photographs about itself or other Families at their own discretion and sole risk;
- j) inform Lingualinks of any problems concerning the physical or psychological health of the child for whom they require the Services (allergies, asthma, phobias, handicaps etc.) and of the treatment required by the said child;
- k) provide the contact details of a family unrelated to the applicant family with children aged 11-19 who are willing to provide Lingualinks with a character reference if the applicant family has not been introduced to Lingualinks by another Family in the network; and
- l) not divulge information about the Families represented by Lingualinks to other people. names, postal and electronic addresses, telephone numbers may only be communicated with prior written permission from Lingualinks.

Failure to comply with any of the obligations defined in this document constitutes a serious breach and will lead to termination in accordance with clause 15 of this agreement.

5. **Charges and payment**

- 5.1 The fees for the Services will be as set out in the in the fees section on the first page of the application form on our website and are in force at the time you complete the Registration Form. Fees are liable to change from time to time but we will endeavour to inform you of any changes in the level of our fees. Discounts may be offered to those who send two or more children to the same family.
- 5.2 All prices are indicated in pounds sterling.
- 5.3 All amounts payable by the Customer under the Contract are exclusive of value added tax (**VAT**).

6. Payment terms

- 6.1 The registration fees are due in full at the time of registration;
- 6.2 The introduction fees are payable prior to the introduction to the exchange family;
- 6.3 If payment is made after April 1st in the relevant year or six weeks prior to exchange the introduction fees are also payable on registration.

7. Payment Methods

- 7.1 Sterling payments shall be made either through the on line payment facility on the Lingualinks website or by bank transfer to the following account:

Nat West Bank. Shepherd's Bush Branch, 25 Shepherd's Bush Green, London W12 8PR. Account Name Lingua Madre T/A Lingualinks, Account number 18131166 - Sort code 601113
- 7.2 The Family shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Family shall not be entitled to assert any credit, set-off or counterclaim against Lingualinks in order to justify withholding payment of any such amount in whole or in part. Lingualinks may, without limiting its other rights or remedies, set off any amount owing to it by the Family against any amount payable by Lingualinks to the Family.
- 7.3 Without limiting any other right or remedy of Lingualinks, if the Family fails to make any payment due to Lingualinks under the Contract by the due date for payment, Lingualinks shall have the right to charge interest on the overdue amount at the rate of 4% per cent per annum above the then current Nat West Bank's base lending rate accruing on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly.

8. Cancellation and refunds

- 8.1 The Family has seven clear days from the date of registration to cancel the Contract. However, this right to cancel is no longer effective once the Family has started using the Services.
- 8.2 If, for any reason not founded on the conduct of the child or his/her Family, one of the Families cancels either part of or the entire exchange once they have been introduced to another Family; Lingualinks will endeavour to find the other Family a replacement. Lingualinks will reimburse in full the introduction fees if it cannot find a replacement Family but will keep the entire price paid by the Family who has cancelled unless the written cancellation is received at least 12 weeks before the exchange date. If the written cancellation is received at least 12 weeks before the exchange date, the Family who cancelled will also receive a refund of its Introduction fees.
- 8.3 If, for any reason not founded on the conduct of the child or to his/her Family, one of the Families decides to cancel hosting the child of another Family after its own child has been hosted by that Family, the cancelling Family shall be obliged to find a replacement Family failing which the Family shall be obliged to pay a contribution of £200 toward Lingualinks expenses of finding a suitable replacement Family. Lingualinks shall refund the introduction fee if it is unable to find a suitable replacement Family.

9. Privacy and protection of Families' Data

Framework

- (a) Lingualinks respects the European and UK data protection and privacy laws and has declared its activity to the Information Commissioner.
- (b) Some optional information, details or content (photos) which the Family may supply, could reveal the ethnic origins of the Family, its nationality and religion. By supplying this optional information, the Family agrees to the use of this data considered "sensitive" by Lingualinks and accepts all responsibility for it.
- (c) Each Family can request access to its data in order to modify or delete it and can also forbid use of the data by Lingualinks; such request must be sent by email or by post to the following address: Lingualinks, 114 Princedale Rd, London W11 4NH.
- (d) Each Family has at any moment the right to request to be taken off the mailing lists of Lingualinks.

10. Intellectual property

- 10.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by Lingualinks
- 10.2 The Family acknowledges that, in respect of any third party Intellectual Property Rights, the Family's use of any such Intellectual Property Rights is conditional on Lingualinks obtaining a written licence from the relevant licensor on such terms as will entitle the Family to licence such rights to the customer.

10.3 Information communicated by Lingualinks

- (a) The reproduction, use or representation without the express written authorisation of Lingualinks constitutes an infringement of Intellectual Property Rights.
- (b) User rights granted by Lingualinks to the Family are strictly limited to accessing, downloading, printing and reproducing information on all media (paper, hard disk, cd-roms etc) and to using this information for private and personal use within the framework of and for the duration of the Family's contract with Lingualinks. All other use by the Family is forbidden without written authorisation by Lingualinks.
- (c) The Family agrees not to modify, copy, reproduce, download, circulate, transfer, commercially exploit and/or distribute in any form whatsoever, the information concerning other families.

10.4 Information communicated by the Families

- (a) The Family grants Lingualinks a license for use of information provided by the Family for the purpose of communicating it to other Lingualinks' Families.
- (b) This license notably allows Lingualinks to reproduce, represent, adapt, translate, digitalise and use information for advertising, commercial or non-commercial purposes.
- (c) The Family expressly authorises Lingualinks to modify the said contents in order to respect the graphic charter of the Services or other communication materials and to make them compatible with the technical features and the formats of the media concerned. These rights are conceded worldwide and for the duration of the contract between the Family and Lingualinks.
- (d) The Family takes sole responsibility for the consequences of divulging information, data, texts, contents and photographs about itself or other Families.

11. Confidentiality

A party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees,

agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 12 shall survive termination of the Contract.

12. Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

12.1 Nothing in these Conditions shall limit or exclude Lingualinks liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

12.2 Subject to clause 12.1:

- (a) Lingualinks shall not be liable to the Family, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with the Contract; and
- (b) Lingualinks total liability to the Family in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed £1,000,000.
- (c) Lingualinks shall not be responsible for the child's travel or for what happens to the child during the exchange.
- (d) The service offered by Lingualinks are strictly limited to introducing Families and excludes any responsibility for whether the receiving family is suitable for the child. It is therefore recommended that the Families introduced by Lingualinks get to know each other as much as possible by telephone, email and sometimes even by meeting each other prior to the exchange. If a Family is unsure about an exchange, Lingualinks recommends that Families first host a child in order to ensure that the children are compatible.
- (e) Lingualinks shall use its reasonable endeavours to verify the information provided by the Family by checking the references provided by the Family as well as with the school of the applicant child.
- (f) Lingualinks does not accept any responsibility for the content of any hypertext links to other websites contained in the Website.

12.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

12.4 This clause 12 shall survive termination of the Contract.

13 Insurance

Lingualinks strongly recommends that each Family takes out travel insurance at its own expense in order to cover medical expenses, loss or theft of personal belongings and any other type of incident.

14 On-line availability – Conditions of Use

An up to date version of these General Terms and Conditions is available on the Lingualinks Website

15 Termination

15.1 Without limiting its other rights and remedies Lingualinks shall have the right to terminate the Agreement when a Family:

- (a) fails to comply with any of the obligations set out in clause 5 above
- (b) If they fail to pay any amount due under this Contract on the due date for payment

15.2 In the event that a contract is terminated under this clause 15 Lingualinks shall have the right to retain any sums paid for the Services or to ask for immediate payment of any sums owed by the Family under this Contract.

16 Variation

Lingualinks have the right to revise and amend these General Terms and Conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities. If the Services are ongoing, we will give the Family prior written notice of any changes to these Terms.

17 General

17.1 Force majeure:

- (a) For the purposes of this Contract, Force Majeure Event means an event beyond the reasonable control of Lingualinks including but not limited to strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- (b) Lingualinks shall not be liable to the Family as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event
- (c) If the Force Majeure Event prevents Lingualinks from providing any of the Services for more than 8 weeks, Lingualinks shall, without limiting its other rights and remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

17.2 Waiver:

17.2.1 If Lingualinks fail, at any time while these General Terms and Conditions are in force, to insist that the Family perform any of their obligations under these General Terms and Conditions, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived such rights or remedies and will not mean that the Family does not have to comply with those obligations.

17.2.2 If we do waive a default by the Family, that will not mean that we will automatically waive any subsequent default by the same or other Families. No waiver by us of any of these General Terms and Conditions shall be effective unless we expressly say that it is a waiver and we tell the Family so in writing.

17.3 Severance:

(a) If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

(b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision will apply with the minimum modification necessary to make it legal, valid and enforceable.

17.4 Third parties:

A person who is not party to the Contract shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999

17.5 Governing law and jurisdiction:

The Contract, the Terms and Conditions, and any dispute or claim arising out of or in connection with the subject matter or formation of either (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law and the parties irrevocably agree to the exclusive jurisdiction of the English courts.

The Lingualinks Website is hosted on the servers of 2Le, 25 rue Josué Hofer, 68200 Mulhouse, France.