

### 1. DEFINITIONS

'**Contract**' means the contract for the provision of the Services;

'**WT**' means Web-Translations Limited, 16-20 St Johns Business Centre, St Johns North, Wakefield, WF1 3QA.

'**Client**' means any person, organisation or company to whom WT shall supply services.

'**Confidential Information**' means any information (in any form) which is confidential either to WT or the Client and which either the Client discloses to WT or WT discloses to the Client in connection with the Services;

'**Intellectual Property Rights**' means any and all patents, patent applications, know-how, trade marks, trade mark applications, trade names, registered design, copyright, database rights or other similar intellectual property rights created, developed, subsisting or used in connection with The Work and whether in existence at the date hereof or created in the future;

'**Order**' means an order for the Services requested by the Client from time to time;

'**Original Works**' means the documents files, materials and works provided by the Client for the purpose of carrying out the Services;

'**Services**' means work provided by WT to the client;

'**Terms and Conditions**' mean these terms and conditions of business;

'**Translator**' means the third party, translator or interpreter that produces the Translated Works from the Original work provided by the Client;

'**Translated Works**' means the documents files, materials and works translated and produced from the Original Works in accordance with the Client's instructions and provided by WT to the Client;

### 2. APPLICATION

2.1 No other terms or conditions other than those set out herein shall be binding on WT. These conditions shall be part of any offer, acceptance and contract for Work by WT.

2.2 These Terms and Conditions shall apply to all Services provided to the Client unless otherwise agreed between WT and the Client in writing.

### 3. GENERAL

3.1 Quotations are given by WT on the basis of the Client's description of the Original Works, the purpose of the translation and any other instructions. Such quotations may be amended by WT at any time if, in WT's opinion, the description of the Original Works from the Client is materially inadequate, or inaccurate or changes significantly after the date of the quotation.

3.2 The Client shall provide WT with all documentation, material or other information necessary for the translation of the Original Works in sufficient time to enable WT to supply the Translated Works for the Client by the completion date specified by the Client.

### 4. ACCEPTANCE

4.1 No order will be accepted or quote will be binding upon WT until WT has sent the Client confirmation of the Order by letter or e-mail. Each order when accepted constitutes a separate contract.

### 5. TERMS OF PAYMENT

5.1 Unless otherwise stated, prices are in sterling and are exclusive of value added tax (VAT) or any other applicable sales tax that may be chargeable on invoices payable by Clients.

5.2 The terms of payment shown on WT's invoice are of the essence of the contract. Failure to pay any invoice by the due date specified on the invoice will entitle WT to suspend any further services both on the same order and on any other order from the Client without prejudice to any other rights WT may have. Standard terms are for full payment within thirty (30) days from the invoice date, except in the case of Email Relay Translation (ERT) where payment is given up front. This is negotiable prior to the commencement of any Services.

5.3 WT understands and will exercise statutory rights to claim interest and costs under the late payment legislation if invoices are not paid according to agreed credit terms.

5.4 For larger projects carried out, there is a 25% upfront invoice; work will not be delivered until this payment is received by WT.

### 6. DELIVERY OF TRANSLATED WORK

6.1 WT shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Original Work or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.

6.2 WT undertakes to deliver the Translated Work in the same format as the electronically provided source text (MS Office - Word, Excel, PowerPoint, Access). In all other cases the translation shall be delivered as an MS Word file.

6.3 The dates for delivery of the Translated Works or the dates for carrying out the Services are approximate only and, unless otherwise expressly agreed by WT, time is not of the essence for delivery or performance and no delay shall entitle the Client to reject any delivery or performance or to repudiate the Contract.



- 6.4 WT shall not be liable in any circumstances for the consequences for any delay if the delay is caused beyond what would reasonably be expected to be within WT's control.
- 6.5 Posting or delivery to a carrier (including post, facsimile, email) for the purpose of transmission to the Client shall, for the purposes of the Contract, constitute delivery to the Client. Risk in the Translated Works shall pass to the Client on delivery.

## **7. CANCELLATION AND SUSPENSION**

- 7.1 If the Client for any reason suspends, postpones or cancels an Order which he or she has commissioned, charges will be payable for all completed Translated Work carried out up to and including the cancellation date and for all other reasonable costs and expenses which WT may incur as a result of such suspension, postponement or cancellation. Any Original Work provided to WT and any Translated Work completed by WT shall be made available to the Client upon payment by the Client of the invoice.
- 7.2 Any deposits paid by the Client to WT shall not be refundable if the Client cancels an Order, irrespective of the stage of the Order.
- 7.3 Either party (may without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other commits any breach of these Terms and 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, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed. For the avoidance of doubt a failure by the Client to pay any sum due to WT shall not be considered to be a breach capable of remedy.

## **8. NATURE OF TRANSLATION**

- 8.1 A translation is the straight and more or less literal transfer of material written in one language into another (target) language by a translator rigorously applying known precepts of grammar and a knowledge of the vocabulary required for the purposes of any given translation derived from his or her own experience or from dictionaries, specialist or otherwise. Translation is, however, to be compared with Adaptation and Copywriting in both of which to a lesser or greater extent the concepts contained in the original material are retained but the manner in which these are expressed may be discarded completely in the target language with the aim of maximising persuasiveness. WT undertakes to use its reasonable endeavours to produce an accurate and idiomatic translation of Original Work within these terms and subject to clause 8.4 below.
- 8.2 WT's translators specialise in providing sector-specific translations according to their translation qualifications and experience. Their knowledge of individual specialist sectors is confined only to a general understanding of the terms normally encountered in their translation of written material typical of any given specialist sector. They are not, however, qualified in any given specialist sector to take any decision whatsoever which an expert working in it might be expected to be able to take on the basis of his or her professional knowledge.
- 8.3 In the event that a more specific knowledge of sector-specific terminology is required for a translation, for example (but without limitation) such knowledge as would only be available to a particular Client company or organisation, it cannot be assumed that a translator of WT possesses such knowledge. In such a case it is incumbent on the Client to provide such instruction to the Translator as may be necessary for the proper translation of the Original Work in the form of glossaries or any other aid to translation.
- 8.4 A translation reflects the quality of the Original Work. In the material to be translated where concepts are poorly expressed, where the wrong choice of language has been made, where typographical mistakes are present, where the text is incomplete or factually incorrect, in all or any of these instances the same inadequacies may appear in the translation. WT's Translator is not obliged to take any decisions on behalf of the Client to make such modifications as might improve the text in translation or elucidate passages of the original text. WT will not therefore accept any criticism of any translation undertaken by any one of its translators where these considerations may be at issue.
- 8.5 Stylistic improvements and adaptations to specific terminologies (particularly to industry-specific and corporate language terms) etc. shall not be acknowledged as translation defects.
- 8.6 Where a Client has specified a particular use for Translated Work and subsequently desires to use the translation for a purpose other than that for which it was originally supplied, the Client should obtain confirmation from WT that the Translated Work is suitable for the new purpose. WT accepts no liability when the Translated Work is used for a purpose other than that for which it was originally supplied and reserves the right to make further charges for any amendments which the translation may require and to make additional charges to the Client for any further work required.
- 8.7 Where the Contract for Services provides for proofs or text to be submitted to the Client for approval, WT shall not be liable for any errors not corrected by the Client or any amendments or modifications made by the Client in the proofs or texts submitted.
- 8.8 If the Client does not inform WT of the purpose of the translation, WT shall, to the best of its knowledge and skills, produce a general translation for information purposes.
- 8.9 If the Client wants the use of a specific terminology for the translation, he or she has to inform WT thereof and simultaneously provide the appropriate corresponding materials prior to the commencement of the translation.
- 8.10 The Client shall be entitled to add WT's brand to the published translation only if the entire text was translated by WT and no changes or modifications were made to the translation by the Client without WT's express approval.



## **9. COPYRIGHT**

- 9.1 All Intellectual Property Rights (including but not limited to copyright) in the Original Works shall vest in the Client (or the Client's Licensors) but, for the avoidance of doubt the Client hereby grants to WT (and WT's sub-contractors) a licence to store and use the Original Works for the duration of the Contract for the purposes of providing services to the Client.
- 9.2 Under the Copyright, Design and Patents Act 1988, copyright subsists in the Translated Work. WT impliedly licences the use or exploitation of the copyright in the Translated Work to the Client until such time as he has received payment for the Translated Work in full. On full payment the licence is revoked and WT transfers its full title in the Translated Work to the Client. In the event that WT does not receive payment for the Translated Work by the due settlement date whether in full or in part then WT is entitled to assert its copyright in the Work and the licence for the Client to use the Translated Work may be revoked by WT forthwith.

## **10. LIABILITY OF WT**

- 10.1 The Services shall be provided using reasonable skill and care, and as far as it reasonably possible, in accordance with the agreed Order. WT does not give any warranty, guarantee or other term as to quality, fitness for purpose or otherwise of the Translated Works provided directly or indirectly by the Client.
- 10.2 WT shall use all reasonable skill and care in selecting Translators, to produce the Translated Work and perform the Services.
- 10.3 No terms, conditions or warranties, whether express or implied, about the quality or fitness for purpose of the Services or the Translated Works shall be incorporated unless expressly set out in this Contract.
- 10.4 Except in respect of death or personal injury caused by WT's negligence, or as expressly provided in these Terms, WT 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 Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of WT, its servants or agents or otherwise) which arise out of or in connection with the provision of the Service or their use by the Client. WT will not be liable for any damage whatsoever which exceeds the contract price for the Work supplied.
- 10.5 The Client shall not be entitled to withhold or set off any due payments.
- 10.6 WT disclaims any and all liability arising from abbreviations and acronyms specific to the order that were not submitted or explained by the client upon order placement.
- 10.7 WT shall not assume any responsibility for the correct transcription of names and addresses if the source material is not written in Latin letters. The same applies to illegible names and numbers in birth certificates and similar documents.
- 10.8 Numbers are only inserted in the translation in accordance with the Original Work. WT disclaims any and all liability for the conversion of numbers, measurements, currencies etc.
- 10.9 If Translation Works are transmitted by data transfer (via e-mail etc.) WT cannot be held liable for any deficiencies or impairments caused in the transmission (e.g. virus transmittal, violation of secrecy obligations) unless in the case of major fault of WT. In addition WT does not warrant that the operation of any Translated Works will be uninterrupted or error free.
- 10.10 For the Budget Translation level of service, WT does not give any warranty, guaranty or fitness for purpose or otherwise of the Translated Works. It is not advised that the Budget Translation level of service be used for published material.

## **11. LIABILITY OF CLIENT**

- 11.1 The Client warrants, represents and undertakes that all Original Work and any other materials submitted to WT shall not contain anything of an obscene, blasphemous or libellous nature and shall not (directly or indirectly) infringe the Intellectual Property Rights of any third party and will indemnify WT (which for the purpose of this clause includes WT's employees, agents and sub-contractors), and keep WT indemnified against all claims, proceedings, costs and expenses, damages and losses for which WT may become liable as a result of a breach of this Clause.

## **12. REMEDY OF COMPLAINT**

- 12.1 A complaint by the Client in respect of any Work must be notified to WT in writing within five (5) days of the receipt of the Translated Work by the Client. Any complaints have to be sufficiently explained in writing and contain evidence of any defect alleged. In any event WT shall not be liable to the Client if the Client fails to notify WT of any complaint within a reasonable time following the delivery of the Translated Works.
- 12.2 After making a complaint the Client shall grant WT a reasonable opportunity to rectify any defects within a reasonable time period given the nature of the defect. If the Client does not provide WT with a reasonable opportunity to rectify the defect WT shall no longer be liable for the defects complained of by the Client. If the defects are remedied by WT within the reasonable period, the Client shall not be entitled to a reduction in the price of the translation for the defect.
- 12.3 In the event that WT does not remedy the defect within the reasonable period of time, the Client shall be entitled to terminate the contract or require a price reduction. In the case of minor defects, the Client shall not be entitled to terminate the Contract or a consequential reduction in price.



### **13.ILLEGAL MATTER**

13.1 WT reserves the right to refuse to translate any Original Work which in its opinion is or may be of an illegal or libellous nature.

### **14.CLIENTS PROPERTY**

14.1 All documents or any other property supplied to WT will be held or dealt with by WT at the Client's risk and WT will not be responsible for any consequential loss or damage thereto. The Client is advised to retain copies of all materials supplied to WT.

14.2 WT reserves the right to destroy or otherwise dispose of any document or other property of the Client which has been in its custody for more than two (2) months following completion of the Translated Work to which it relates if the Client has not requested the return of the material (at its own cost).

### **15.CONFIDENTIALITY**

15.1 WT confirms that all Translators that carry out the Services for WT are under a contractual obligation to keep confidential all material supplied to them by WT (save where a disclosure is required by law).

15.2 Any Original Work provided by the Client (marked as confidential), and any Translated Work, shall be kept confidential by WT. This obligation shall not apply to documentation, data or other information that is public knowledge at the time when provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of WT or when it is required to be disclosed by law or any regulatory authority.

15.3 This obligation will be binding on all parties up to and beyond the completion date for the provision of services by WT to the Client.

### **16.DATA PROTECTION**

16.1 Each party shall ensure that in the performance of its obligations under these Terms and Conditions it will at all times comply with the relevant provision of the Data Protection Act 1998.

16.2 The Client will for the purposes of the Data Protection Act 1998 consent to the processing of all or any personal data (in manual, electronic or any other form) relevant to this Contract by the Translator. Processing includes but is not limited to obtaining, recording, using and holding data and includes the transfer of data to any country either inside or outside the EEA.

### **17.CHANGES TO THE ORDER SPECIFICATION**

17.1 Additional charges may be made for all expenses incurred by WT at the request of or by agreement with the Client which are not included in the Client's confirmation of the order acknowledgement or which WT considers reasonably necessary for the completion of the Work or any legitimate purpose associated with it.

17.2 Unless previously agreed, any Work commissioned by the Client requires that the Original Work for translation remains static. I.e. that updates are not made and that the Original Work does not change. Any such changes may result in an administration fee being charged to the Client plus any expenses incurred.

17.3 Changes to original text or additional content will be translated within a period of 7 days from delivery and of no more than 5% or 200 words whichever the greater, unless otherwise agreed. The client agrees to collate any amendments; more than 5 requests for amendments may be subject to an additional charge of our minimum project price.

### **18.MISCELLANEOUS**

18.1 WT may engage any person, firm or company as its Translators to perform any or all of its obligations and WT may assign any of its rights under the Contract.

18.2 In the event of Force Majeure (which shall be defined as strike, fire, industrial dispute, civil commotion, natural disaster, acts of war, acts of God and any other situation foreseen or unforeseen which can be shown to have materially affected WT's ability to provide the services as agreed), WT shall notify the Client to explain the circumstances. Force Majeure shall entitle both WT and the Client to withdraw from the contract for the Services, but in any event the Client undertakes to pay WT for the Translated Work already completed.

18.3 No waiver by WT of any breach of the Contract by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.

18.4 These conditions shall be interpreted in accordance with English law and WT and the Client irrevocably submit to the exclusive jurisdiction of the English Courts.

18.5 Any conflict will initially (attempt to) be resolved through arbitration before proceeding to court.

