

French Legal Translation – Terms and Conditions

In these terms of business:

Section headings are provided for convenience of reading only and shall be ignored for the purposes of ascertaining meaning.

1 Definitions

Unless the context requires otherwise:

1.1 “You, your” means the company, firm, body or other person purchasing the services.

1.2 “I, mine, me” means Rebecca Smith trading as French Legal Translation.

1.3 “Services” means translation, interpreting, proofreading or desk-top publishing services performed by French Legal Translation for you.

1.4 “Source material” shall be understood to mean any text or medium containing a communication which has to be translated, and may comprise text, sound or images.

1.5 “Contract” means the agreement between you and French Legal Translation for the provision of any of the services described above.

2 Purpose

2.1 These terms of business are intended:

a) as a basis for a contract between you and French Legal Translation. All Terms and Conditions stipulated by you shall have no effect.

b) to form the basis of a good working relationship between you and French Legal Translation.

2.2 In the event of any conflict between these terms and conditions and other marketing literature of French Legal Translation, these terms and conditions (as published on our website) shall prevail.

3 Quotations and fees

3.1 Written quotations are given on the basis that the terms quoted will remain open for the placing of orders for 30 days from the date of the quotation.

3.2 Fees shall be agreed before the work is commenced and any estimate based on your description of the work shall not be binding until French Legal Translation has submitted a quotation based on full sight of the document(s) in question and has received firm instructions from you.

3.3 Any fee agreed for a translation which is found to present latent special difficulties of which neither party could be reasonably aware at the time of offer and acceptance shall be renegotiated, always provided that

the circumstances are made known to the other party as soon as reasonably practical after they become apparent.

3.4 Unless otherwise stated, prices are in sterling and are exclusive of value-added tax and any other tax or duty.

3.5 Quotations in a currency other than sterling are based on the rate of exchange at the time of quoting and may be subject to revision up or down if a different rate of exchange is in force at the date of invoice.

4 Delivery

4.1 The date of delivery shall not be of the essence unless specifically agreed in writing and no delay shall entitle you to reject any delivery or performance or to repudiate the contract.

4.2 Costs of delivery of the translation shall normally be borne by French Legal Translation.

Where delivery requested by you involves expenditure greater than the cost normally incurred for delivery (for example, by courier), the additional cost shall be chargeable to you.

4.3 Dates for delivery may be subject to alteration if any change is made to the requirements of the services after the order has been placed.

4.4 French Legal Translation will not be liable under any circumstances for the consequences of any delay in delivery or failure to deliver, if the delay or failure is due to late delivery or non-delivery by suppliers or sub-contractors or, force majeure (i.e. fire, flood or any other natural disaster, acts of war, terrorism or any other situation beyond our control).

4.5 Delivery to a carrier (including post, e-mail and fax) for the purpose of transmission to you shall, for the purposes of the contract, constitute delivery to you. Risk in the services provided shall pass to you on delivery.

4.6 You acknowledge that any source material and service submitted by and to you over the internet cannot be guaranteed to be free from the risk of interception even in encrypted form and that French Legal Translation has no liability for the loss, corruption or interception of any source material and service.

5 Payment

5.1 Payment shall be made within 30 days from the date of invoice by the method of payment specified unless agreed otherwise in writing. All payments shall be made without deduction or set-off.

5.2 The services shall remain the property (but not the risk) of French Legal Translation until French Legal Translation has been paid in full for such services.

5.3 In the case of very large documents, French Legal Translation may request an initial payment followed by periodic partial payments. The terms of this will be agreed in writing before work is commenced.

5.4 Where delivery is in instalments and notice has been given that an interim payment is overdue, French Legal Translation shall have the right to stop work on the task in hand until the outstanding payment is made or other terms agreed.

This action shall be without prejudice to any sums due and without any liability whatsoever to you or any third party.

5.5 Interest shall automatically be applied at the rate of 8% per annum over base rate, (or such rate as is determined by statute, the latter prevailing) to all overdue sums from the date on which they first become due until they are paid in full, as per the Late Payment of Commercial Debts (Interest) Act 1998.

6 Cancellation and frustration

6.1 If the services are commissioned and subsequently cancelled, reduced in scope or frustrated by an act or omission on the part of you or any third party, you shall, except in the circumstances described in clause 6.3, pay French Legal Translation the full contract sum. In this instance any work already completed by French Legal Translation shall be made available to you.

6.2 If you go into liquidation (other than voluntary liquidation for the purposes of reconstruction) or have a Receiver appointed over any assets or property or become insolvent, bankrupt or enter into any arrangement with creditors, French Legal Translation shall be entitled to terminate the contract immediately by written notice.

6.3 French Legal Translation shall notify you as soon as is reasonably practical of any circumstances likely to prejudice our ability to comply with the terms of your order, and assist you as far as reasonably practical to identify an alternative solution.

7 Your responsibility and liability

7.1 You undertake that the materials submitted by you 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 parties. Unless otherwise agreed by us, you (which for the purposes of this clause includes any of your associated companies) shall not, for a period of one year after termination of the Contract, either directly or indirectly, on your own account or for any other person, firm or company, solicit, employ, endeavour to entice away from us or use the services of a translator or interpreter who has provided the Services to you on our behalf under the Contract. In the event of your breach of this clause, you agree to pay us an amount equal to the aggregate remuneration paid by us to the translator or interpreter for the year immediately prior to the date on which you employed the services of the translator or interpreter.

7.2 You undertake to keep French Legal Translation harmless from any claim for infringement of copyright and/or other intellectual property rights in all cases and from any legal action including defamation which may arise as a result of the content of the original source material or its translation.

7.3 If the source language text is copyright, French Legal Translation shall only accept the work on the understanding that you:

- a) have obtained the translation rights, or
- b) will be using the translation only for study and/or information.

8 Confidentiality

8.1 All work entrusted to French Legal Translation will be treated in complete confidentiality. French Legal Translation shall not at any time during the execution of or after the termination of the services divulge or allow to be divulged to any person any confidential information contained in your original documents or translations thereof without your express authorisation.

8.2 French Legal Translation shall be responsible for the safe-keeping of your documents and copies of the translations, and shall ensure their secure disposal.

8.3 French Legal Translation shall not make copies in addition to those required in the normal conduct of business and any copies made shall be for internal use only.

8.4 If requested to do so by you, French Legal Translation shall insure any documents in transit from us, at your expense.

9 Limitation of Liability

9.1 French Legal Translation shall not be liable for loss of profits, business, contracts, revenue, damage to your reputation or goodwill, anticipated savings, and/or any other indirect or consequential loss or damage whatsoever.

9.2 French Legal Translation' entire liability to you under any contract shall not exceed the price payable to French Legal Translation by you under the contract to which any claim relates.

9.3 French Legal Translation do not warrant that the services will meet your specific requirements and, unless otherwise agreed, we do not warrant that the operation of any services sent to you will be uninterrupted or error free. Furthermore, we do not warrant that or make any representation regarding the use of the services in terms of their accuracy, correctness, reliability or otherwise.

10 Complaints and disputes

10.1 Any complaint in connection with the services shall be notified to French Legal Translation by you within 14 days of the date of delivery of the services.

10.2 French Legal Translation shall correct the following errors free of charge: outright mistranslation, omission, typo, grammatical mistake, non-adherence to any approved glossary. French Legal Translation' sole obligation with the respect to errors shall be the obligation to correct the services at no extra charge to you.

10.3 In the event of any dispute which cannot be resolved amicably between the parties, the interpretation and effects of these Terms of Business shall be construed in all respects in accordance with English law and the parties shall be subject to the exclusive jurisdiction of the courts of England and Wales.

11 Miscellaneous

11.1 French Legal Translation reserves the right to use a sub-contractor to perform any or all of the services and may assign any or all of the rights and obligations under the contract.

11.2 If any clause of these terms of business is found to be unenforceable it will be severed from the rest of these terms of business and all other clauses of the terms of business will still stand.

11.3 A person who is not party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.