

Terms and Conditions

These standard terms and conditions of business shall apply in respect of all Work carried out by the Translator for the Client and shall, together with the quotation, if applicable, and the written confirmation, form the whole agreement between the parties. They can only be varied with the written consent of a director of the Translator. They supersede any previous agreement or understanding between the parties. All other terms and conditions express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

Definitions

"the Translator" shall mean Lloyd International Ltd;

"the Client" shall mean any person, agency or other business entity which purchases and/or commissions Work from the Translator;

"Work" means any service provided by the Translator including the carrying out of translation projects, typesetting, proof reading or any other service involving translation;

"Document" includes, in addition to a document in writing, any map, plan, graph, drawing or photograph, any film, negative, tape or other device embodying visual images and any disc, tape or other device embodying any other data

"Input Material" means any Documents or other materials, and any data or other information provided by the Client relating to the Work.

"Output Material" means any Documents or other materials, and any data or other information provided by the Translator relating to the Work.

"Specifications" means the Client's Specification in relation to the Work and its completion which include, without limitation, a timetable for completion of the Work, the required format of final documentation and any other special instructions which the Client requires the Translator to follow in carrying out the Work.

"Staff Member" means an employee or sub-contractor of the Translator who performs Work for the Client

1. Formation of Contract

The Translator shall agree to perform the Work in accordance with the Specifications, thereby constituting a contract between the parties, by giving a written confirmation to the Client. Accordingly, representatives of the Translator are not authorised to accept orders by way of oral confirmation and no contract shall be formed orally.

2. Project Deadlines and Completion of Work

2.1 Unless otherwise expressly provided time shall not be of the essence with regard to delivery and any dates quoted are estimates only.

2.2 In the absence of written agreement to the contrary, completed Work shall be sent to the Client by e-mail, FTP, HTTP, fax or post at the Translator's discretion.

2.3 The Translator shall correct, free of charge, any errors in the Work resulting from any oversight on its part, details of which are notified to it by the Client within a period of 4 weeks after Completion of the Work. However, author's changes and preferential corrections are chargeable at the Translator's current prices and the Translator is not liable for errors in the Input Material or instructions. Thereafter the Translator reserves the right to make additional charge.

2.4 The Translator shall not be liable for any loss or damage to Input Material. If the Client requires the return of Input Material then the Translator shall do so at the Client's expense.

3. Prices and Terms of Payment

3.1 Where the price for the Work has not already been agreed, it shall be calculated in accordance with the Translator's current prices and the number of words, the complexity of the Work, and any DTP and other disbursements which may be required.

3.2 All quotations shall be exclusive of VAT.

3.3 Where any amendments are requested by the Client to the Input Material or the Specification after the contract has been made, the Translator reserves the right to decline such amendments and to levy such additional charges as are reasonably necessary to undertake any additional work.

3.4 Unless otherwise specified in writing, payments are to be made by bank transfer or cheque and such payments shall be made within 14 days net of the date of the invoice failing which, interest shall accrue at the rate of 1.5% per month both before and after judgment.

3.5 The Translator reserves the right to raise interim invoices on a monthly basis for any Work. The Translator may request payment, in part or whole, in advance, as a pre-condition to starting Work.

3.6 The Translator reserves the right to vary the price of the Work by any reasonable amount attributable to any changes in the cost to the Translator of procuring necessary services, or to fluctuations in currency exchange rates between the date of the contract and the date of delivery of the Output Material.

3.7 Any additional sums which, in the Translator's sole discretion, are required as a result of the Client's instructions or lack of instructions, the inaccuracy of any Input Material or other cause attributable to the Client shall also be payable by the Client.

4. Termination and Cancellation of Work

- 4.1 If the Client breaches the contract or becomes insolvent the Translator may (without prejudice to its other rights) forthwith terminate the contract or any part of it, and/or withhold delivery of Output Material and demand payment for all Output Material supplied or work in progress on Output Material intended for the Client.
- 4.2 If any interim invoice remains unpaid for more than 30 days then, in the absence of any written agreement between the parties to the contrary, the Translator shall - without prejudice to its other rights - be entitled to stop Work.
- 4.3 If the Client cancels or postpones the Work, the Translator reserves the right to charge the Client for all costs, expenses, losses or damages suffered by it as a result of that cancellation or postponement.

5. Provision of Services

- 5.1 The Client understands that translation is not an exact science, and no two translators will translate any text in the same way as each other, and that no liability is accepted by the Translator for the consequences that any reduction in the impact of the Output Material may have on any sales or marketing.
- 5.2 The Translator undertakes to delegate the work to Staff Members whose native language is that into which the Input Material is being translated. Further, the Translator shall use his best endeavors to delegate the Work to Staff Members whose experience and background are deemed to be the most compatible with the subject matter pertaining to the Input Material.
- 5.3 Where the Client has indicated that the output Material is to be used for a particular purpose and, in carrying out the Work the Translator tailors the Output Material for that purpose, the Translator shall not be liable for any errors which may result from the use of the Output Material for any other purpose. Where the Client requires the Output Material to be used for a new purpose it should first confirm that the Output Material is suitable for the same and where it is not, the Translator reserves the right to charge for any modifications required.
- 5.4 The Translator warrants to the Client that the Work will be provided using reasonable care and skill and, as far as reasonably possible, in accordance with the Specifications.
- 5.5 The Translator shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any Input Material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegal, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.

- 5.6 Except in respect of death or personal injury caused by the Translator's negligence, or as expressly provided in these Conditions, the Translator 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 the Translator, its servants or agents or otherwise) which arise out of or in connection with the provision of the Output Material or their use by the Client and the entire liability of the Translator under or in connection with the Contract shall not - except as expressly provided in these Conditions - exceed the higher of: -

5.6.1 the price paid by the Client for the Work; and

5.6.2 the cover provided by the Translator's professional indemnity insurer from time to time

- 5.7 The Client confirms that it relies only on the Translator's written warranties and representations and not verbal ones. The Client warrants that it has disclosed to the Translator in writing all matters which may affect the fitness for the purpose of goods supplied or the effectiveness of services rendered. The conditions of the contract are limited to those stated in writing by the Translator.

- 5.8 The parties have freely negotiated the contract including the price in the knowledge that the liability of the

Translator is to be limited. A higher price would be payable but for such limitation.

6. Excluded Services and Illegal Material

The Translator shall not: -

- 6.1 carry out any Work on any Input Material which in its opinion is of an illegal nature or which may be libelous.
- 6.2 be under any obligation to correct errors in the Input Material. The Translator shall, however, use its best endeavours to inform the Client of any such errors.

7. Confidentiality

The Translator agrees to maintain all information relating to the Work strictly confidential and shall not divulge the same to any third party, other than to its selected subcontractors who themselves are bound by a confidentiality agreement.

8. Copyright

- 8.1 The copyright in the Output Material belongs to the Translator until the Client has paid for the Work in full.
- 8.2 Where copyright exists in the Input Material, the Client confirms that he has obtained all consents required by law to enable the Work to be carried out. In the event that the Translator infringes the rights of any third party the Client shall indemnify the Translator in relation to any legal action arising.

9. Force Majeure

The Translator shall not be liable for complete or partial non-performance of its obligations due to causes beyond the reasonable control of the Translator or of the Translator's suppliers, or due to labour disputes, or unavailability of stocks or personnel.

10. Translator's employees & subcontractors

If the Client offers to a Staff Member:

- 10.1 a contract of employment; or
10.2 a contract for services
within one year of that Staff Member performing Work for the Client, then the Client shall pay to the Translator an introduction fee of £5,000 plus VAT.

11. Set-off and Lien

- 11.1 No payments may be withheld nor may any counterclaims of the Client be set off against any payment due to the Translator.
- 11.2 To secure any amount payable or claimed on any account, the Translator shall have a general and particular lien on all money and property which the Client owns or is entitled to possess and may sell it as the Client's agent to reduce the Client's liability to the Translator.

12. General

- 12.1 If any of these terms or any part of these terms is unenforceable or void at law, it shall not affect the remainder of such term or any other such term or otherwise affect the contract and shall be replaced by such valid term as is as near as may be in effect to the original term.
- 12.2 Partial or non-exercise of the Translator's rights shall not amount to a waiver.
- 12.3 Any notice required or permitted to be given by either party to the other under these terms and conditions shall be in writing addressed to

the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision of the party giving the notice.
- 12.4 These terms and conditions shall be governed by English law and the parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales.

13. Quality of Service and Liability

- 13.1 Any complaints relating to the quality of the Work or the services provided by the Translator shall be made in writing and submitted to the Translator within four weeks of the completion of the Work.
- 13.2 Any disagreements regarding the quality of the Work which cannot be resolved between the parties shall be referred to a single arbitrator to be agreed upon by the parties or in default of agreement to be nominated by the Chairman for the time being of the Association of Translation Companies.