

TERMS OF BUSINESS

1. DEFINITIONS

“The Translator” means Jo Harding of Jo Harding Legal Translations, United Kingdom. “Work” means any translation, transcription, proofreading or other service supplied by Jo Harding. “Client” means any person, firm or company to which the Translator shall supply or contract to supply work. “Translation” means translation from French to English for information purposes only.

2. APPLICATION

No conditions other than those set out in these terms and conditions nor any variation to such terms and conditions shall be binding on the Translator unless otherwise specifically agreed in writing by the Translator. These conditions shall be incorporated in every quotation, acceptance and contract for Work by the Translator and subject to the above any conditions proposed by the Client shall be excluded.

3. ACCEPTANCE

All quotations shall be in writing and are given subject to confirmation by the Translator upon receipt of the Client’s request and no contract shall be concluded until such confirmation is given. Each request when accepted constitutes a separate contract. Any written quotation for Work will remain open for acceptance for 30 days after despatch and will lapse on expiry of those 30 days unless otherwise stated in writing.

4. PRICES AND TERMS OF PAYMENT

- 4.1 The Translator is not liable for VAT. Prices quoted are exclusive of delivery charge (other than first class postage). An additional charge may be made for all expenses incurred by the Translator at the request of or by agreement with the Client which are not included in the quotation or which the Translator considers reasonably necessary.
- 4.2 Payment for Work shall be made on receipt of the invoice unless specifically agreed in writing by the Translator. In the event that the price payable by the Client is agreed to be payable in instalments, failure by the Client to make any instalment payment on or by the due date shall render the whole outstanding sum immediately due and payable.
- 4.3 The terms of payment of the price shown on the Translator’s invoice is of the essence of the contract. If the Client fails to make payment on the due date specified on the invoice the Translator will, without prejudice to any other rights or title, be entitled to add an interest charge at the rate of 1.5% per month until such time as full payment plus interest charges is effected by the Client. Should it prove necessary for the Translator to enrol the services of debt recovery agents, a surcharge of 15% of the total due will be applied to recover the costs.

5. COMPLETION OF WORK

- 5.1 Dates or periods for completion of Work are only at best estimates and the Translator is not liable for the consequences of any delay. The Client must specify a completion date (if material) when commissioning the Work but whilst the Translator shall make every reasonable effort to meet the Client’s requirements, late delivery shall not entitle the Client to withhold payment for Work done. The Translator will inform the Client immediately if any such delay is anticipated together with the reasons for such delay.
- 5.2 Should the completion of Work be required sooner than the normal time required for its proper production and in any event where commissioned Work is supplied by fax, every effort will be made to secure freedom from defects, but reasonable allowance must be made by the Client in such cases. Should such completion of Work necessitate overtime being worked or other additional costs being incurred, a charge will be made to cover the increased cost.
- 5.3 The Translator accepts no liability for the consequences of any delay in completion of Work caused by the Client and in such events, any agreed deadlines or delivery schedules will automatically cease to be valid and new dates must be negotiated.

5.4 Unless otherwise agreed, a completed Work will be despatched to the Client either by post, fax, e-mail or courier as required by the Client. Further copies of the same Work through these means may incur a charge.

6. CANCELLATION AND SUSPENSION

6.1 If the Client for any reason cancels work which it has commissioned, charges will be payable for all the completed Work up to the cancellation date and for all other costs and expenses which may accrue as a result of such cancellation.

6.2 If the Client suspends or postpones Work it has commissioned for a period of 7 days or more, charges will be payable for all commissioned Work up to the date of suspension or postponement and for all other costs and expenses which may accrue as a result of such suspension. In any other case such charges will be payable upon completion of the Work.

7. LIABILITY

7.1 A complaint by the Client in respect of any Work shall be notified to the Translator in writing within 10 days of the receipt of the Work by the Client.

7.2 Subject to the terms of Clause 9, the Translator will accept liability for damage, death or personal injury caused by the negligence of the Translator (being negligence as defined in Section 1 of the Unfair Contract Terms Act 1977) provided always that the maximum liability of the Translator in relation to damage shall in no case exceed the contract price for the Work. For the purpose of the clause, 'damage' means loss or damage (other than death or personal injury) directly or indirectly attributable to any negligent act or omission of the Translator. The potential losses that might be caused by the failure of the Translator to complete Work, the subject of a contract, or to take any particular precaution or care (whether as a result of breach of contract or negligence) or to avoid doing any act are so great in proportion to the sums which can reasonably be charged by the Translator, that the Translator cannot and will not assume any liability whatever in respect of any loss or damage however caused outside or beyond the express provisions of these terms and conditions.

7.3 The Client shall indemnify the Translator against all claims, proceedings, costs and expenses for which the Translator may become liable in respect of Work completed under a contract except to the extent of the liability admitted expressed in these Conditions.

7.4 Whereas the Translator will take all reasonable measures to ensure the confidentiality of materials supplied by the Client, the Translator shall not be liable for any loss sustained by the Client through any breach of confidentiality by the Translator.

8. ILLEGAL MATTER

8.1 Notwithstanding any other forms or any contract the Translator shall not be required to translate, transcribe, proofread or print any matter which in her opinion is or may be illegal or of a libellous nature. Where copyright subsists in texts to be translated, transcribed, proofread or printed by the Translator, it is presumed that the Client has obtained all consents necessary for such work to be carried out.

8.2 The Translator shall be indemnified by the Client in respect of all claims, proceedings, costs and expenses arising out of any libellous matter printed for the Client, or any acknowledgement of copyright or patent or design or other third party right.

9. CLIENTS' PROPERTY

9.1 All documents, paper or other property supplied to the Translator will be held or dealt with by the Translator at the Client's risk and the Translator will not be responsible for the consequential loss or damage to such documents, paper or other property.

9.2 The Translator reserves the right to destroy or otherwise dispose of any document, paper or other property of the Client which has been in her custody for more than 12 months following completion of the Work to which it relates. Should the Client require any documents to be destroyed, it shall request this in writing.

10. FORCE MAJEURE

In the event of Force Majeure (which shall be strike, fire, power failure, industrial dispute, civil commotion, natural disaster, acts of war, and any other situation which can be shown to have materially affected the Translator's ability to deal with the Work as agreed), the Translator shall notify

the Client immediately, indicating the circumstances. Force Majeure shall entitle both the Translator and the Client to withdraw from the contract for the Work but in any event the Client undertakes to pay the Translator for Work already completed. The Translator will assist the Client to the best of her ability to place the Work elsewhere.

11. JURISDICTION

These conditions shall be interpreted in accordance with English Law and the Translator and the Client irrevocably submit to the non-executive jurisdiction of the English Courts.

12. TRANSLATION, TYPESETTING AND ANCILLARY SERVICES

12.1 The provisions of this Clause shall also apply to the supply of Work as defined in Clause 1.1 and are supplementary to the above.

12.2 Under the Copyright Act 1956, copyright subsists in the translation of any text and where the Translator is the proprietor of any copyright in any other Work, the Translator in agreeing to supply Work impliedly licenses insofar as it she able to do so the reproduction or publication of the Work. However, in the event that payment is not received in accordance with Clause 4.2 this licence shall be automatically revoked and the Client shall not be at liberty to make use of any work in which the copyright of the Translator subsists.

12.3 Nothing in these terms and conditions shall be construed as giving the Client any intellectual property rights to any material including computer software and systems, whether developed by the Translator or by third parties, that the Translator may use whether in the preparation of translations or transmission of data to the Client.

12.4 Whilst the Translator undertakes to use her best endeavours to produce an accurate and idiomatic translation of the original text, the Client must accept that a translation may read differently from good original writing and so no liability is accepted by the Translator for an alleged lack of advertising or sales impact. The Translator shall be under an obligation to indicate or correct errors or omissions in any original material supplied by the Client for the purpose of translation.

12.5 The Translator shall not be liable for errors in conversion from one system of measurement to another, for transliteration of names and other proper nouns from one script to another or for translation of abbreviations, neither shall the Translator be liable for errors resulting from illegibility of any material supplied by the Client or for any consequent loss or damage on such supply.

12.6 Where a Client has specified a particular use for translation Work and subsequently wishes to use the translation for a purpose other than that for which it was originally supplied, the Client must obtain confirmation from the Translator that the translation is suitable for the new purpose. The Translator accepts no liability where a translation is used for a purpose other than that for which it was originally supplied and reserves the right to make a further charge for any amendments necessitated by the use of a translation for a new purpose.

12.7 Where the contract for Work provides proofs or texts to be submitted to the Client for approval, the Translator shall not be liable for any errors not corrected by the Client or any amendments or modification made by the Client in the proofs or texts so submitted.