

RWS GROUP - TRANSLATION DIVISION

Terms and Conditions of Business

1. Definitions

'The Company' means RWS Translations Limited. 'Work' means translation, interpreting, DTP or any other services supplied by the Company. 'Client' means any person, firm or company to whom the Company shall supply or contract to supply Work.

2. Application

These conditions shall form the basis of all Work performed by the Company. No variation of these terms shall be binding on the Company unless specifically agreed in writing by an authorized representative of the Company. These conditions shall constitute the entire contract between the parties.

3. Acceptance

- 3.1 Any written quotation for Work will remain open for acceptance for 60 days after despatch unless a shorter or longer period is stated in writing.
- 3.2 Amendments made to the source text by the client after the quotation stage may incur additional charges.
- 3.3 All general price indications are given subject to confirmation by the Company upon receipt of the Client's order. No contract shall be concluded until such confirmation is given. No representative of the Company is authorised to make offers by way of oral quotation.

4. Confidentiality

The Company confirms that all material handled by the Company will be held in strictest confidence.

5. Prices and Payment

- 5.1 Prices quoted are exclusive of VAT. An additional charge will be made for all expenses incurred by the Company at the request of or by agreement with the Client or which are reasonably necessary for the carrying out of the Contract.
- 5.2 Payment for Work shall be made within 30 days from the date of the invoice unless otherwise specifically agreed in writing by an authorized representative of the Company. The Company reserves the right to request stage payment for large contracts. The Company also reserves the right to request full or partial payment in advance for Work to be executed for new clients for whom a credit rating has not yet been established.
- 5.3 The Company reserves the right to charge interest at the rate of 1.5% per month on all unpaid invoices. Interest will start to accrue on the date on which payment is due and will be calculated at monthly intervals.
- 5.4 The Company cannot alter its price or payment terms if the Client is working under the Legal Aid scheme or if the client is not in receipt of funds from a third party.
- 5.5 If an invoice for a Client is to be made out to a third party, the Company will require written confirmation of acceptance from the third party.

6. Translation and DTP Services

- 6.1 The Company undertakes to use its best endeavours to produce an accurate and idiomatic translation of the original text. The Client by placing the order accepts that a translation may read differently from good original writing. For this reason the Company will propose various alternatives at the quotation stage. No liability is accepted by the Company for any alleged lack of advertising or sales impact.
- 6.2 The Company shall be under no obligation to indicate or correct errors or omissions in the original material supplied by the Client.
- 6.3 Where the contract for Work provides for proofs or texts to be submitted to the Client for approval, the Company shall not be liable for any errors not corrected by the Client nor for any amendments or modifications made by the Client in the proofs or texts so submitted.
- 6.4 Where a Client has specified a particular use for translation 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 the Company that the translation is suitable for the new purpose. The Company 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.

7. Interpreting Services

- 7.1 This Clause shall apply exclusively to the provision of interpreting by the Company and all other clauses shall also apply save to the extent that they are inconsistent with any provisions of this Clause when the provisions of the Clause shall prevail.
- 7.2 Documentation and relevant reference materials should be supplied to the Company as early as possible and in any event to arrive not less than 48 hours before the start of the assignment so that the interpreters have time to familiarise themselves with the specific terminology needed. No complaints regarding the quality of interpreting will be considered by the Company if these materials have not been made available.
- 7.3 Where a Client provides accommodation and meals of a reasonable standard for an interpreter, no subsistence charge will be made. The Client will be charged the interpreter's travelling expenses at cost and will be charged for all travelling time incurred.
- 7.4 In the event of sickness or injury of an interpreter prior to or during an assignment, the Company will use its best endeavours to find a replacement interpreter but no liability is accepted by the Company for failing to do so.
- 7.5 If for any reason the Client cancels an assignment, the Client will be charged the relevant cancellation fees as indicated in our quotation for the assignment.

8. Sub-Contractors

- 8.1 The Client recognises and agrees that the Company may use approved associate sub-contractors with relevant technical/linguistic expertise for some or all of the Work. Notwithstanding the fact that the Company may use sub-contractors for services to be performed under this agreement, the Company shall remain completely responsible for all actions of such sub-contractors relative to the services which are the subject of this agreement. All references to the Company in this Contract are automatically extended to include such sub-contractors as appropriate.

9. Completion of Work

- 9.1 Should completion of Work be required sooner than the normal time requisite for its proper production, the Client will be advised of the course of action and every effort will be made to avoid any 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 pre-agreed charge will be made to cover such costs.
- 9.2 The Company accepts no liability for the consequences of any delay in completion of Work caused by the client and, in such event, any agreed deadlines or delivery schedules will automatically cease to be valid and new dates must be negotiated.
- 9.3 Unless otherwise agreed Work will be despatched to the Client by post/courier wherever practicable.

10. Cancellation

- 10.1 If the Client for any reason postpones for a period of 15 days or more, or cancels Work which he has commissioned, charges will be payable for all completed Work up to the cancellation or postponement date and for all other costs and expenses which may accrue as a result of such cancellation or postponement.

11. Liability

- 11.1 The Client undertakes to notify any complaint in respect of any Work to the Company in writing within 28 days of the receipt of the Work by the Client.
- 11.2 The Company's liability shall be limited to the amount of the contract price for the Work.
- 11.3 The Company will accept liability for death or personal injury caused by the negligence of the Company or its employees or sub-contractors.
- 11.4 For publication or printing, the Company will only accept liability for any errors or omissions if the proof is submitted to the Company for a final check prior to going to print. All numerals will be left for the Client to check and the Company will not be responsible for any errors in the numerals.
- 11.5 The client shall indemnify the Company against all claims, proceedings, costs and expenses for which the Company may become liable in respect of Work completed under the contract.
- 11.6 The Company has professional indemnity insurance.
- 11.7 The Company and Client agree that any disagreements about the quality of the Work shall be referred to an arbitrator to be appointed by the parties and in default of agreement by the President of the Chartered Institute of Arbitrators.

12. Illegal Matter

- 12.1 Notwithstanding any other term of any contract, the Company shall not be required to translate, DTP or interpret any matter which in its opinion is or may be of an illegal or libellous nature. Where copyright exists in texts to be translated or DTP'd by the Company the Client undertakes to obtain all consents necessary for such work to be carried out.

13. Client's Property

- 13.1 All documents, paper or other property supplied to the Company by the Client will be held or dealt with by the Company at the Client's risk and the Company will not be responsible for the consequence of any loss or damage thereto.
- 13.2 The Company reserves the right to destroy or otherwise dispose of any document, paper or other property of the Client which has been in its custody for more than 3 months following completion of the Work to which it relates.

14. Force Majeure

In the event of Force Majeure (which shall be strike, fire, industrial dispute, civil commotion, natural disaster, acts of war and any other situation which can be shown to have materially affected the Company's ability to undertake and complete the Work as agreed), the Company shall notify the Client immediately, indicating the circumstances. Force Majeure shall entitle both the Company and the client to withdraw from the contract for the Work but in any event, the Client undertakes to pay the Company for Work already completed. The Company will assist the Client to the best of its ability to place the Work elsewhere. The Company cannot accept any liability for the consequences of any delay in completion or delivery of work as a result of Force Majeure.

15. Jurisdiction

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

