

# Terms and Conditions

## Standard Terms and Conditions for the provision of translations services

### 1. Definitions

'**Client**' means the person, firm, organisation, statutory or corporate body, together with any subsidiary or associated undertaking, for whom NRL Limited has agreed to provide the Services pursuant to these terms and conditions of business.

'**The Company**' means NRL Limited.

'**Services**' means translation and other associated services required by the Client.

'**Source Material**' means any documents, materials, element of text, images, graphics, photographs, designs, data, audio, or other information provided by the Client relating to the Services.

'**Deliverable**' means the final, translated version of the Source Material or other such document provided by the Company.

### 2. Supply of services

All works carried out by the Company shall be subject to these Standard Terms and Conditions only unless agreed to the contrary in writing by both the Company and the Client.

The Company shall provide the services as detailed in the Order Acknowledgement.

The Client at its own expense shall supply the Company with all necessary Source Material within sufficient time to enable us to provide the Services. The Client shall be responsible for and therefore ensure the accuracy of all Source Material.

The Company may correct any typographical or other errors or omissions in any brochure or other published literature relating to the provision of the Services without any liability to the Client. The Company reserves the right and therefore shall be entitled to outsource all or any part of the Services to any third party it selects.

### 3. Intended usage

The Client shall clearly indicate the intended use of the translation or other consequence of the Services.

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Where the purpose of the translation is not disclosed, the Company shall execute the translation as if it were for information only. The Company shall communicate with the Client, whenever possible, before commencing translation in order to clarify the intended purpose.

## 4. Charges and payment terms

All prices quoted are exclusive of VAT (unless otherwise stated).

Unless otherwise agreed, prices are in pounds sterling.

Invoices as submitted by the Company shall be paid in full by the Client within 30 days of the date of the invoice. Interest will be due and payable on overdue amounts calculated at the rate of 5% above the Bank of England base rate per month.

Reasonable additional charges shall be levied by the Company for changes or other amendments required by the Client after the completion of the Services.

## 5. Delivery

Any date intimated by the Company for delivery of the Deliverable or otherwise as to the completion of the Services is given and intended as an estimate only and time shall not be of the essence in relation to such completion. The Company will use reasonable endeavours to meet such an estimated date but shall not be liable for any damage or loss, whether arising directly or indirectly out of its failure to meet such a date.

In the event of Force Majeure (Strike, Lockout, 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 without fault to meet the terms of a contract with the Client as agreed), the Company shall notify the Client without delay, indicating the circumstances. Force Majeure shall entitle both the Company and the Client to terminate the Services, but in such event, the Client shall pay the Company for any and all work already completed.

The Company will email the approved documentation to the Client upon which point the Client will accept responsibility for the documentation. However, the Company will retain a copy of the translation and upon request by the Client will send a hard copy to the Client charged at cost of delivery.

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## 6. Cancellation

Upon the Client booking the Services the Client shall not under any circumstance other than as set out in these terms and conditions be entitled to cancel the Services.

Upon order of the Services, the Company will commence the translation. Should the Client subsequently wish to cancel the order the Company will provide the translation already performed and charge the Client based on the agreed charging structure for work completed.

The Company shall be relieved of all liability for obligations incurred to the Client whenever and to the extent of which the fulfilment of such obligation is prevented by any cause beyond its control.

The Company shall not be liable to the Client for any consequential loss or damage of any kind (including loss of profit) and the Client shall indemnify the Company against all claims and demands upon the Company for any such consequential loss or damage.

The Company will only accept responsibility for any errors or omissions if a full report stating each and every one of the errors or omissions alleged is submitted to the Company in writing. As a result of any error or omission in work undertaken by the Company, the Company will, as its option, either correct the work or compensate the Client the fee in respect of the Services, provided that such fee has been paid to the Company and provided the work has been used by the Client for the purpose indicated to the Company by the Client.

If the Client has not given written notice to the Company that the Deliverable is not satisfactory within 5 working days of its delivery to the Client, the Client shall be deemed to have accepted and approved the Services and the Deliverable and the Company shall have no liability for any defect in the quality of the translation.

The Client's subjective preferences in determining the accuracy of translation work cannot be accommodated as standard practice in any way whatsoever. Without provision by the Client, in writing, of their own list of terms or glossary of preferred terminology, and receipt of the same by the Company, the Company will not accept liability for nor undertake revisions to the Deliverable. In addition, the Client's subjective preferences in rendering of text in any language cannot be accepted as a reason for dispute or reduction of the final invoice due.

## 7. Liability

Whilst the Company makes reasonable effort to deliver accurate translations of the Source Material, the Client should satisfy itself of the accuracy of the information provided. The Company will not be held liable for any costs arising to the Client from the use of the translated material.

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## 8. Dispute resolution

Should there be a dispute regarding the accuracy of a translation which the Company and Client cannot resolve, the Company will engage an independent third party qualified by Institute of Translation and Interpreting to review translation provided. Their decision will be final regarding correct translation. The cost of third-party services will be levied against the Client unless the Company is proved to have provided an inaccurate translation.

## 9. Confidentiality

The nature of the work performed, and any information transmitted to the Company by Client shall be confidential. The Company shall not without the prior consent of client, divulge or otherwise disclose such information to any person other than authorised employees of the Company.

## 10. Governing law and jurisdiction

These terms and conditions are governed by and shall be construed in accordance with the law of England and Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales.