



Getting your message across

GENERAL TERMS OF BUSINESS

1. Definitions

'The Company' means OMNILINGUA LIMITED. 'Work' means translation, interpreting, typesetting 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. Any deviation from these terms shall be binding only if agreed to in writing by an authorized representative of the Company.

3. Confidentiality

The Company shall at no time disclose to any Third Party any information acquired in the course of carrying out Work on behalf of the Client without his permission.

4. Translation and Typesetting Services

4.1 The Company undertakes to use its best endeavours to produce an accurate translation that is usable and fit for its purpose (so far as expressly made known to the Company). There may be some changes product specialists or others may want to make based on their in depth knowledge of the target readership and product and additionally concerning matters of preferential style.

4.2 Where a text is translated into a foreign language for publication in any form whatsoever, the Company requires the Client to have it cleared before publication by an agent or other person accepted by the Client as competent to judge its suitability for the market and purpose concerned, as a condition of accepting responsibility as in 4.1 above. The Company also reserves the right to ask for prepayments where there is significant delay in clearing such texts for publication. All numerals will be left to the client to check and the Company will not be responsible for any errors in the numerals.

5. Provision of Information and Technical Assistance

The Company reserves the right to ask for clarification where necessary and reasonable to deal with technical and specialist matters with experts employed by the client and/or supply of any relevant documentation and reference material. No complaints regarding the quality of the Work will be considered if these materials have not been made available.

6. Interpreting Services

6.1 Documentation and relevant reference should be supplied to the Company as early as possible and in any event to arrive no later than 48 hours before the start of the assignment so that the interpreters have time to familiarize themselves with the specific terminology needed. No complaints regarding the quality of interpreting will be considered if these materials have not been made available.

6.2 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 may be charged for all travelling time incurred.

6.3 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.

6.4 If for any reason the Client cancels an assignment, the Client will be charged the relevant cancellation fees as indicated in the quotation for the assignment.

7. Liability

7.1 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.

7.2 In the event of any breach of any obligation to the Client in this respect the liability of the Company for any loss or damage whether direct or indirect which the Client may suffer shall not exceed the amount of the fee paid to the Company for the Work commissioned by the Client in respect of which the breach occurred.

7.3 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.

7.4 The Company and Client shall agree that any disagreements about the quality of the Work shall be referred to an independent arbitrator to be appointed by the parties and in default of agreement by the President of the Chartered Institute of Arbitrators.



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8. Sub-contractors

8.1 All references to the Company in this contract are automatically extended to include such sub-contractors as appropriate.

9. Prices and Payment

9.1 All quotations given are subject to sight of the original text to be translated and may differ from final invoice.

9.2 Subject to 9.1 above a quotation once given will remain valid for thirty days from the date it is given, after which time it is subject to revision.

9.3 Payment is strictly thirty days from date of invoice. The Company reserves the right to request stage payments for large contracts. The Company also reserves the right to request full or partial payment in advance of the Work for new clients for whom a credit rating has not yet been established.

10. Completion of work

10.1 Should completion of Work be required sooner than the normal time requisite for its proper production, the Client will be advised of the proper 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.

10.2 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.

11. Cancellation

11.1 Charges will be payable for all completed Work which has been commissioned and subsequently cancelled.

12. Client's Property

12.1 All documents and 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 held responsible for the consequence of any loss or damage thereto.

13. Force Majeure

13.1 Neither party shall be liable for failure to perform its obligations under the Contract if such failure results from circumstances which could not have been foreseen and which are beyond the party's reasonable control.

14. Jurisdiction

14.1 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.

I HEREBY AGREE BY THE ABOVE TERMS.

SIGNED FOR AND ON BEHALF OF:

COMPANY

POSITION:

SIGNED

DATE: _____