



Terms and Conditions of Business

Definitions

Client: means any individual, company or party to which Real Translation provides Services.

Charges: mean the charges payable by the Client for the Services in accordance with clause 4.

Contract: means the contract between Real Translation and the Client for the supply of Services in accordance with these Conditions.

Deliverable: means such document(s) provided by Real Translation to the Client pursuant to and resultant from the Services

Order: means the Client's order for Services as set out in the Client's written acceptance of Real Translation's quotation or in the Client's purchase order form as the case may be.

Services: means the translation in a written format from one language to another language or any other translation-related activities including but not limited to proofreading, revising and editing which Real Translation agrees to provide.

Source Material: means the material(s), document(s), data or media supplied by the Client to Real Translation in respect of which the Services (and Deliverable) will be supplied.

Translator: means the individual(s) providing the Services in the normal course of business according to the instructions of Real Translation.

1. Basis of Contract

1.1 The Order constitutes an offer by the Client to purchase Services from Real Translation in accordance with these terms and conditions, as amended from time to time. These Terms and Conditions of Business apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

1.2 The Order shall only be deemed to be accepted when Real Translation issues written acceptance of the Order, at which point the Contract shall come into existence.

1.3 The Contract constitutes the entire agreement between the parties and the Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Real Translation that is not set out in the Contract.

1.4 Quotations are given for guidance only and are not binding on Real Translation. Any quotation given by Real Translation shall not constitute an offer, and is only valid for a period of 30 days from its date of issue.

2. Services

2.1 Real Translation shall provide the Services to the Client using reasonable care and skill.

2.2 Real Translation shall use reasonable endeavours to meet any performance dates agreed with the Client in writing but such dates are estimates only and time shall not be of the essence for the provision of the Services. Any delay in the performance of the Services shall not entitle the Client to reject the Services, repudiate the Contract or withhold payment of the Charges.

2.3 Posting or delivery to a carrier (including post, facsimile, e-mail) by Real Translation for the purpose of providing the Services to the Client shall constitute delivery to the Client.

2.4 In the event Services are requested on an urgent basis by the Client, the Client acknowledges and agrees such urgency may prevent the necessary time to check and edit the work, and may require the use of multiple translators for larger volumes which may result in inconsistencies and inaccuracies. Real Translation shall not be liable for the costs of any re-work nor for any loss (whether direct or indirect) resulting from the accuracy and/or consistency of the Deliverable.

3. The Client's Obligations

3.1 The Client shall ensure that the terms of the Order are complete and accurate.

3.2 The Client shall co-operate with Real Translation in all matters relating to the provision of the Services, including responding promptly to any queries relating to the Order and/or the Services.

3.3 The Client warrants, represents and undertakes that the Source Materials do not infringe the rights of any third party (including but not limited to intellectual property rights, confidentiality and defamation) and that the Services undertaken by Real Translation will not infringe the rights of any third party.

3.4 The Client agrees to indemnify Real Translation and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by Real Translation, or for which it may become liable, with respect to any claim (including but not limited to intellectual property, confidentiality, defamation and injury) relating to the Services and the use by the Client or any third party of any Deliverable.

4. Charges and Payment

4.1 Real Translation reserves the right to demand payment in advance of any Services being carried out.

4.2 Real Translation may accept or reject any request by the Client for a credit account. Any credit account is subject to prior agreement in writing between Real Translation and the Client and subject to such conditions as Real Translation may impose. The continuance of any credit account is at the discretion of Real Translation and it may cancel such arrangement immediately and without notice.

4.3 The price payable by the Client for the Services shall be set out in the quotation or invoice relating to the Services, or otherwise agreed with Real Translation in writing. Where a price given is noted as an estimate this will be non-binding and the final charges for Services may be greater than the estimated price.

4.4 In the event the Client alters the Source Material, Real Translation will advise the Client of any increased charges as a result of such alteration. In the event the Client does not agree to the increased charges, the Services (and Deliverable) will be supplied in line with the original Order and original Source Material.

4.5 The Client shall pay the Charges within 30 days of the date of the invoice in full and cleared funds to a bank account nominated in writing by Real Translation. Time for payment of the Charges shall be of the essence of the Contract

4.6 Real Translation shall invoice the Client for the Charges upon completion of the Services. Where Services are being completed in stages and/or over a period of 30 days or more, Real Translation reserves the right to invoice the Client upon completion of each stage of the work, or at monthly intervals.

4.7 Any queries or disputes in respect of an invoice must be notified to Real Translation within 14 days of the invoice date. Any query or dispute not made and notified within the timeframe shall be deemed to be waived and absolutely time barred.

4.8 If the Client fails to make any payment due to Real Translation under the Contract by the due date for payment, then the Client shall pay interest on the overdue amount at the rate of 8% per annum above the base rate of Barclays Bank from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount and any statutory charges.

4.9 If the Client fails to pay the Charges by the Due Date, Real Translation shall be entitled to suspend further work both on the same Order and on any other Orders without any prejudice to any other rights it may have.

4.10 The Client shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Real Translation may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Client against any amount payable by it to the Client.

4.11 If Real Translation has reasonable grounds to believe that the Client may be experiencing financial difficulties or may not be able to pay for the Services in accordance with this clause 4, the Client shall pay for the Services immediately on request from Company.

5. Cancellation

5.1 In the event the Client cancels or reduces the scope of an Order the Client shall pay the applicable Charges in full and Real Translation shall deliver the Deliverable produced up to the point of cancellation.

5.2 If the Client suspends or postpones an Order, the Charges will be calculated and payable for the Services completed up to the date of suspension or postponement and for all other costs and expenses which may occur as a result of such suspension. A period of suspension which lasts for more than 30 days will constitute cancellation of the Order and clause 5.1 shall apply.

5.3 Any termination of the Contract shall not prejudice any rights or remedies which may have accrued to either party.

6. Complaints

6.1 Any discrepancies, mistakes or queries relating to the Services and/or Deliverable must be notified in writing by the Client to Real Translation (in accordance with clause 6.2) within 30 days of the Services being supplied and/or Deliverable being sent to the Client (**a Complaint**). If no Complaint is received by Real Translation within this time period, the Services (and Deliverable) shall be deemed to be complete, accurate and to the complete satisfaction of the Client and any Complaint shall be deemed to be waived and absolutely time barred.

6.2 A Complaint must be submitted in a manner that clearly explains the nature of the Complaint and specific examples of any perceived inaccuracies or errors must be given. Upon receipt, Real Translation shall assess the grounds of the Complaint and rectify any Deliverable (if such rectification is required) within a reasonable period of time and as it deems appropriate.

6.3 The Client acknowledges and agrees that Services of the nature provided by Real Translation can be subjective and that Real Translation may express a meaning using different vocabulary or sentence structures from that used by the Client if it had translated the source material. The Client may have "personal preferences" which may be stylistic or based on the Client's familiarity with industry-specific terminology. If the same are provided by the Client, Real Translation will endeavour to use style guides and glossaries (as far as reasonable) and will endeavour to use the most appropriate style and terminology. The Client acknowledges that Real Translation does not possess specific knowledge of sector-specific terminology of the Client and agrees that it is the responsibility of the Client to inform Real Translation of any stylistic or vocabulary preferences within the Order. A subjective or stylistic difference shall not entitle the Client to make a Complaint.

7. Copyright

Without prior written agreement to the contrary, copyright in the Deliverable shall vest in Real Translation. Upon payment of all outstanding charges to Real Translation for the Services, Real Translation grants to the Client a licence to exploit such translation for its stated purpose.

8. Confidentiality

A party (**receiving party**) shall keep in confidence all technical or commercial know-how, specifications,

inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (**disclosing party**), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of performing the Services, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

9. Real Translation's Responsibility and Liability

9.1 Unless specified otherwise in writing between the parties, Services (and Deliverable) shall be deemed to be 'for information' quality only. No terms, conditions or warranties, whether express or implied, about the quality or fitness for purpose of the Services shall be incorporated into the Contract. Real Translation does not warrant that the Services will meet the Client's specific requirements and, unless otherwise agreed in writing, does not warrant that the Services will be uninterrupted or error free.

9.2 Real translation shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise for loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of or damage to goodwill; loss of use or corruption of software, data or information; or any indirect or consequential loss; arising under or in connection with the Contract.

9.3 Real Translation's total aggregate liability to the Client in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount of Charges due under the Contract.

9.4 All documents or any other property supplied to Real Translation by the Client will be held or dealt

with by Real Translation at the Client's risk and Real Translation shall not be responsible for loss of or damage to such property.

9.5 Nothing in this agreement limits or excludes Real Translation's liability for death or personal injury caused by its negligence or for fraud or fraudulent misrepresentation.

10. General

10.1 The Client shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations in the Contract.

10.2 Real Translation may at any time sub-contract all or part of the Order (and associated Services) to any contractor(s) of its own choice.

10.3 Any provision of the Contract (including these Terms and Conditions) that expressly or by implication is intended to come into or continue in force on or after termination or completion of the Contract shall remain in full force and effect.

10.4 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

10.5 Except as set out in these Terms and Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by an authorised representative of Real Translation.

10.6 No one other than a party to the Contract, their successors and permitted assignees, shall have any right to enforce any of its terms.

10.7 The Contract shall be governed and construed in accordance with the Laws of England and Wales and shall be subject to the exclusive jurisdiction of the Court of England and Wales.