

Terms and Conditions

Terminology:

'Kwintessential' is used to refer to Kwintessential Limited.

'The Client' is used to refer to the individual /company commissioning Kwintessential services.

'The Translator' is used to refer to the individual(s) providing a translation in the normal course of business as per the instruction of Kwintessential.

'Translation' is used to mean the preparation of a translation or any other translation-related task such as revising, editing and proofreading but not copywriting or adaptation.

'Contract' refers to acceptance of the following terms and conditions by The Client and permission to proceed on the basis outlined.

1. Copyright in Source Material, and Translation Rights:

1.1 Kwintessential accepts an order from The Client on the understanding that performance of the translation task will not infringe any third party rights.

1.2 The Client undertakes to keep Kwintessential and/or The Translator harmless from any claim for infringement of copyright and/or other intellectual property rights in all cases.

1.3 The Client likewise undertakes to keep Kwintessential and/or The Translator harmless from any legal action, including but not limited to, defamation, which may arise as a result of the content of the original source material or its translation.

2. Confidentiality:

2.1 No documents for translation shall be deemed to be confidential unless this is expressly stated by The Client.

2.2 Kwintessential and The Translator shall at all times exercise due discretion in respect of disclosure to any Third Party of any information contained in The Client's original documents or the translations thereof without the express authorization of The Client.

2.3 A third party may be consulted over specific translation terminology queries, provided that there is no disclosure of confidential material.

2.4 If requested by The Client, Kwintessential can provide insurance for the documents whilst in transit at The Client's expense.

3. Delivery:

3.1 Kwintessential will make every effort to ensure that delivery dates / times are honoured. However, unless expressly agreed with the Client, time is not considered to be critical and no delay shall entitle The Client to reject any delivery or performance or to repudiate the Contract.

3.2 Kwintessential shall not be held liable to The Client if fulfilment of its obligations under the contract is prevented or hindered by force majeure. For the purposes of this condition, force majeure shall mean any circumstance beyond the control of Kwintessential and/or The Translator.

3.3 Posting or delivery to a carrier (including post, facsimile, e-mail) for the purpose of transmission to the Client shall under the Contract, constitute delivery to The Client.

4. Invoicing:

4.1 100% payment of invoice shall be made by The Client within 30 days of the issue date of the invoice. At any point after the passing of 30 days, Kwintessential reserves the right to take legal proceedings in order to recover fees from The Client. In such circumstances an administrative charge of £100 shall be added to the invoice. The Client shall also be responsible for interest charges and legal fees.

4.2 Interest shall automatically be applied at the rate of 10% per annum over base rate to all overdue sums from the date on which they first become due until they are paid in full.

4.3 If a debt reaches 30 days overdue, a letter requesting payment shall be sent to The Client. This shall incur an administrative fee of £25.

4.3.1 If a debt reaches 60 days overdue, a letter requesting payment shall be sent to The Client. This shall incur an administrative fee of £25.

4.3.2 If a debt reaches 90 days overdue, a letter requesting payment shall be sent to The Client. This shall incur an administrative fee of £25.

4.4 If a debt is not cleared within 120 days then Kwintessential reserve the right to automatically commence legal proceedings in order to recover fees from The Client. An administrative charge of £100 shall be added to the invoice. The Client shall also be responsible for interest charges and legal/court fees.

4.5 Discounts included on quoted prices are only applicable if invoices are paid within 30 days. Discounts applied to invoices which have not been paid within this time frame will be null and void.

5. Satisfaction with Services:

5.1 Any discrepancies must be highlighted within 3 working days upon receipt of the translated material, otherwise the translated material is considered to be accurate. Discrepancies must be submitted in a manner that accurately demonstrates the nature of the complaint, i.e. proof of perceived inaccuracies must be demonstrated. The liability on Kwintessential will be to rectify any such alleged inaccuracies, as considered justified, to Kwintessential's satisfaction. At no time will such allegations delay payment of the invoice by The Client.

6. Cancellation:

6.1 If a translation task is commissioned and subsequently cancelled, reduced in scope, or frustrated by an act or omission on the part of The Client or any third party, The Client shall pay the full contract sum unless otherwise agreed in advance.

7. Kwintessential's Liabilities:

7.1 The services shall be carried out using reasonable skill and care in accordance with industry standards.

7.2 Unless specified otherwise, translations shall be deemed to be 'for information' quality only. Kwintessential do not warrant that the translated material will meet your specific requirements and, unless otherwise agreed, does not warrant that the operation of any translated material sent to The Client will be uninterrupted or error free.

7.3 The liability of Kwintessential on any grounds whatsoever shall be limited to the invoiced value of the work.

7.4 Kwintessential shall incur no liability to The Client for innocent or negligent misrepresentation by virtue of any statement made by or on behalf of Kwintessential prior to the Contract, whether orally or in writing, and The Client shall not be entitled to rescind the Contract on the grounds of any such misrepresentation.

7.5 The Client acknowledges that any Original Works and Translated Works submitted by and to The Client over the Internet cannot be guaranteed to be free from the risk of interception, even if transmitted in encrypted form, and that Kwintessential have no liability for the loss, corruption or interception of any Original Works or translated material.

7.6 Kwintessential shall not be liable for loss of profits, business, contracts, revenue, damage to The Client's reputation or goodwill, anticipated savings, and or any other indirect or consequential loss or damage whatsoever.

8. The Client's Liabilities

8.1 The Client warrants, represents and undertakes that the materials submitted shall not contain anything of an obscene, blasphemous or libellous nature and shall not (directly or indirectly) infringe the Intellectual Property Rights of any third parties.

8.2 Unless otherwise agreed by Kwintessential, The Client agrees (which for the purposes of this clause

also any associated companies of The Client) that they shall not, for a period of one year after termination of the Contract, either directly or indirectly, on their own account or for any other person, firm or company, solicit, employ, endeavour to entice away from Kwintessential or use the services of The Translator(s) who completed the translation under the Contract. In the event of The Client breaching this clause, they agree to pay Kwintessential an amount equal to both the aggregate remuneration paid by Kwintessential to The Translator for the year immediately prior to the date on which The Client employed or used the services of The Translator and the equivalent of a full year's pro-rated pay for any money paid to The Translator by The Client.

8.3 The Client agrees, upon demand, to indemnify Kwintessential (which for the purposes of this clause includes Kwintessential's employees, agents and sub-contractors), and keep Kwintessential indemnified, from all losses, damages, injury, costs and expenses of whatever nature suffered by Kwintessential to the extent that the same are caused by or related to:

- The use or possession by Kwintessential of any of the Original Works or materials provided by The Client in relation to the provision of the Services, including the breach of any Intellectual Property Rights of any third party in or to any such Original Works or materials.
- The processing by Kwintessential of any data (where 'processing' and 'data' have the meaning given in section 1(1) of the Data Protection Act 1998) in the provision of the Services.

8.4 In the event that The Client requires Kwintessential to provide the Services on The Client's premises, or any other premises, The Client shall:

- Assign members of staff with suitable skills and experience to be responsible for Kwintessential activities.
- Provide such access to premises, interpretation systems and other facilities which may be reasonably required.
- Provide such information as may be required by Kwintessential to carry out the Services and ensure all such information is correct and accurate.
- Ensure that all necessary safety and security precautions are in place at the designated premises

8.5 Kwintessential shall be entitled to charge The Client for any additional costs and expenses which may be incurred as a result of any hazardous conditions or material encountered at the designated premises.

8.6 Kwintessential shall not be obliged to continue to perform the Services where Kwintessential consider, that this would constitute a breach of warranty, an illegal act or a safety hazard.

9. Miscellaneous:

This agreement shall be governed and construed in accordance with the Laws of England and shall be subject to the exclusive jurisdiction of the Court of England