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**Vat Reg No:** 388507412  
**Registered in England**  
**Company No:** 4877634

## CONDITIONS OF SERVICE

### 1. Definitions

'The Company' means Europa Translations Ltd. 'Work' means any translation or other work undertaken by or any other services supplied by the Company. 'Client' means any person to whom the Company shall supply or contract to supply Work.

### 2. Application

Unless otherwise specifically agreed in writing by the Company these Conditions shall be incorporated in every offer, acceptance and contract for Work by the Company and any conditions proposed by the Client are hereby excluded.

### 3. Acceptance

All quotations are given subject to confirmation by the Company upon receipt of the Client's order and no contract shall be concluded until such confirmation is given or the Client's order is otherwise accepted. Each order when accepted constitutes a separate contract. Any written quotation for Work will remain open for acceptance for 30 days after despatch and thereafter will lapse unless otherwise stated in writing. The Company will not be bound by any oral quotation or any acceptance thereof.

### 4. Cancellation

If the Client for any reason cancels work which he has commissioned, charges will be payable for all completed work up to the date of cancellation and for all other costs and expenses which may be incurred as a result of such cancellation. In the case of consecutive and conference interpreting special arrangements apply.

### 5. Prices and Payment

All contracts between the parties shall have added to them value added tax at the appropriate rate and payment shall be due from the Client to the Company within 30 days of the date of the Company's invoice without deduction. If a Client shall default in whole or in part paying any money due to the Company

- a) the Company shall forthwith cease to be liable to complete any further work which it may have contracted to do on the Client's behalf but shall nevertheless be able to charge the full cost or value thereof
- b) all monies due by the Client to the Company under invoices then delivered but not yet payable shall forthwith become payable
- c) interest shall be payable on all outstanding monies and monies which subsequently become payable at a rate 5% above Lloyds Bank PLC's minimum lending rate for the time being in force compounded quarterly and
- d) The Company shall have a lien on all property delivered to it by or on behalf of the Client whether belonging to the Client or otherwise for all monies due or which may subsequently become payable by the Client to the Company.

Should completion of Work necessitate overtime being worked or other additional costs being incurred a charge will be made to cover the increased cost. A surcharge of 25% will be made for work requiring urgent attention.

Unless otherwise agreed it is the obligation of the Client to deliver and collect Work to and from the Company. Where any other means of delivery are agreed between the parties the cost shall be charged in addition to any estimate or quotation.

Prices quoted are exclusive of delivery charges.

### 6. Completion of Work

Dates or periods given for completion of Work are only best estimates and the Company is not liable for the consequence of any delay. Should completion of Work be required sooner than the normal time requisite for its proper production and in any event where translations are made by facsimile, every effort will be made to secure

freedom from defects, but reasonable allowance must be made by the Client in such cases.

#### **7. Liability**

A complaint by the Client in respect of any Work carried out by the Company shall be notified to the Company in writing within 60 days of receipt of the Work by the Client. Every effort is made to ensure the accuracy of Work. However, in the event of any error or omission liability to the Client or any third party will be strictly limited to the contract price of the Work. The potential losses that might be caused or be alleged to be caused by the failure of the Company or its employees or sub-contractors to complete Work which forms the subject of a contract or to take any particular precaution or care (whether as a result of breach of contract or negligence) or to avoid doing any act are so great in proportion to the sums which can be reasonably be charged hereunder by the Company that the Company and its employees and sub-contractors cannot and will not assume any liability whatever in respect of any loss or damage howsoever caused outside or beyond the express provisions of these Special Conditions.

#### **8. Illegal matter**

The Company shall not be required to translate any matter which in its opinion is or may be of an illegal or libellous nature. Where copyright subsists in text to be translated by the Company, it is presumed that the Client has obtained all consents necessary for such translation to be made. The Company shall be indemnified by the Client in respect of any claims, proceedings, costs and expenses arising out of any libellous matter printed for the Client or any infringement of copyright, patent or design or other third party right.

#### **9. Client's Property**

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 held responsible for the consequences of any loss or damage thereto. Unless otherwise agreed in writing any obligation of the Company to store material whether as hard copy or in a retrieval system shall be limited to six months from the date the Company invoices the Client in respect of that material.

#### **10. Authenticity**

The Company states that whilst every effort will be made to secure freedom from defects the Company will not be held responsible for any human error whether in the original copy, the translation, the typesetting/DTP or proofreading. The Company shall be under no obligation to indicate errors, omissions or poor copy in the Client's original material. The Company cannot assume liability for conversions from one system of units into another, for the translation of abbreviations or the transcription of proper nouns from one script into another. The Company does not accept any responsibility for typesetting/DTP Work in particular Work involving figures and numbers. The Client is responsible for checking all information that has not been translated in particular company names, addresses, telephone/fax numbers, titles, figures, numbers, etc. Any alterations to a translation or to Work involving typesetting/DTP must be notified to the Company in writing. The Company does not accept any responsibility for verbal alterations. Author's corrections are chargeable and constitute a separate contract. The Client is responsible for checking all subsequent alterations. Unless otherwise agreed in writing all translations supplied by the Company are for information purposes only and no warranty is given as to their suitability for publication. Translations intended for reproduction and distribution should be approved by a qualified third party or overseas agent. Whilst the company undertakes to use its best endeavours to produce an accurate and idiomatic translation of the Client's original text the Client must accept that a translation reads differently from good original writing and no liability is accepted by the Company for any alleged lack of advertising or sales impact. For legal documents the Company will supply translations which aim to accurately render the meaning of the original although equivalent legal terminology may not be used. If the translation of a legal document or tender contract is a binding document it should be submitted to a legal representative and/or technical expert in the country where the law will appertain for an independent opinion.

#### **11. Use of Translators**

Whilst the Company will use its best efforts to produce an accurate translation at all times the Company cannot guarantee that the translator will always be an expert in the particular field required.

If any Client or associate uses the service of a relevant person other than pursuant to a contract with the Company, the Client shall forthwith pay to the Company:-

- a) where the relevant person becomes an employee of such Client or associate a sum equal to 15% of the gross annual remuneration of such relevant person or a sum of £3,000 whichever shall be the higher and
- b) in any other cases the sum of £5,000.

For the purpose of the Clause 'associate' means any partner of the Client and any company in which the Client or any firm in which he is a partner holds not less than one third of the issued equity share capital (as defined in Section 154 of the Companies Act 1948) and any subsidiary of such company (as so defined) or in the case of a Client who is a company which owns directly or indirectly not less than one third of the issued share capital of the Client.

'Relevant person' means any translator, interpreter, typist, DTP operator or any other person who shall have been engaged either as an employee or independent contractor by the Company and who shall have provided Work for such Client directly or indirectly through the Company within six months preceding the use of other services by the Client or an associate as aforesaid.

This contract is deemed to have been made in England and shall be construed and take effect in accordance with English Law.