

ABSOLUTE TRANSLATIONS LTD STANDARD TERMS AND CONDITIONS OF SERVICE

These are our Standard Terms and Conditions which apply to our service provision and purchases including, but not limited to, online and offline services.

By accessing our services and/or placing an order with us, the Client agrees to be bound by these terms and conditions.

Our VAT registration number is 775 9220 00.

Absolute Translations is regulated by the following trade associations/professional bodies: ISO9001 Quality Management Standard, ISO17100 Translation Services Standard and ISO27001 Information Security Management Systems.

Our trading address and contact details are:

83 Victoria Street
London
SW1H 0HW
United Kingdom

General email: **main@absolutetranslations.com**
Telephone number: **+44 (0)333 577 0767**

DEFINITIONS

"Absolute Translations Ltd" and "Absolute Translations" means Absolute Translations Ltd.

"Client" means the individual or business entity that executes this Contract.

"Subcontractor" means the individual or business entity that may execute the services provided by Absolute Translations Ltd.

Absolute Translations is responsible for any act, error or omission of its subcontractors.

"Contract" means the order for the supply of services being rendered, accepted by Absolute Translations Ltd.

"Working day" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

1. CONDITIONS

1.1 No conditions other than those set out herein and in the non-disclosure agreement, nor any variation thereof, will be binding by Absolute Translations unless otherwise specifically signed and agreed in writing by a Director of Absolute Translations and the Client.

2. ORDERING FROM US

2.1 These conditions shall be incorporated in every offer, acceptance and Contract of work by Absolute Translations and, subject to the foregoing, any conditions proposed by the Client are hereby excluded.

2.2 Upon receipt of the Client's order, Absolute Translations will give confirmation of acceptance, and no Contract will be concluded until such time.

2.3 Each order, when accepted, constitutes a separate Contract but shall be subject to these conditions.

2.4 Where delivery is made in instalments, each delivery shall be deemed as a separate Contract and any failure whatsoever by Absolute translations in respect of any one delivery shall not entitle the Client to repudiate the Contract or any instalments remaining to be delivered.

2.5 Acceptance of an order by Absolute Translations takes place when Absolute Translations dispatch the order or sends Client confirmation of acceptance by email.

2.6 Absolute Translations may refuse at its discretion to accept an order. If Absolute Translations rejects the order having already processed your payment, Absolute Translations will re-credit your account with the amount deducted by us from your debit or credit card as soon as possible, but in any event within 30 days of your order. Absolute Translations will not be obliged to pay any additional amount as compensation for disappointment.

3. PRICING

3.1 Estimates or quotations are given on the basis of the Client's description, information and/or any source material provided. Absolute Translations Ltd reserves the right to adjust pricing and/or delivery estimates upon receipt and evaluation of any final information and/or source materials for service.

Invoices will be in accordance with estimates or quotations and/or any subsequent cost revisions submitted by Absolute Translations and agreed by the client. Unless otherwise stated, prices are in pounds sterling and exclude VAT and any other tax or duty.

3.2 Estimates or quotations are valid for 30 days from the date of issue and may be subject to change thereafter, at the discretion of Absolute Translations, unless pricing forms part of a formal Contract agreed beforehand by Absolute Translations.

3.3 Payment must be made before commencing the project unless credit facilities have been awarded to registered companies at Absolute Translations' discretion, in which case payment is due 30 days from the date of invoice. Payment to Absolute Translations Ltd shall be effected in full no later than 30 days from the date of invoice.

3.4 Late payments will have interest applied at a rate of 9% per annum over the Bank of England's base rate, (or such rate as is determined by statute, the latter prevailing), and compensation for debt recovery costs to all overdue sums from the date on which they become due until they are paid in full.

3.5 Absolute Translations shall issue the invoice upon supply of the services under the Contract.

4. CANCELLATION

4.1 If the Client cancels or withdraws any portion of the service(s) requested, then, in consideration of Absolute Translations' and its Subcontractors' scheduling and/or performing the said service(s), the Client shall pay Absolute Translations the full price for the Contract.

5. DISCLAIMER

5.1 While Absolute Translations endeavours to ensure that the information on our website and other printed materials is correct, Absolute Translations does not warrant its accuracy and completeness.

5.2 The material on our website and other printed materials is provided "as is" without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, Absolute Translations provides the Client with these materials, on the basis that Absolute Translations excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) which but for these terms and conditions might have effect in relation to our website and other printed materials.

6. LIABILITY

6.1 Our liability (and that of our officers, directors, employees, shareholders or agents) of any kind (including our own negligence) with respect to any of our services or for any one event or series of related events is limited to the value of the total paid for each specific event or service.

6.2 Whilst every attempt is made to ensure that services are provided as accurately as possible, no warranty is given in that regard, and Absolute Translations shall not be held liable for any consequential loss or damage caused by any inaccuracy or difference of interpretation.

6.3 If thirty (30) days elapse following the delivery of the project without communication from the Client of any concerns with Absolute Translations' performance, then the Client irrevocably waives all rights to dispute payment of any and all invoices pertaining to such project.

6.4 Dates and times for expected delivery of the services from Absolute Translations, whether in writing or verbal, are bona fide estimates which Absolute Translations will endeavour to meet. However, Absolute Translations cannot warrant this, and no liability shall be attached to Absolute Translations in the event of delivery being delayed.

6.5 In the event of employees or Subcontractors being unable to attend an event or deliver a service, or equipment, Absolute Translations shall use reasonable measures to provide a replacement. In the event of us being unable to provide such a replacement, Absolute Translations shall only be liable to reimburse the Client for any advance payments made to Absolute Translations Ltd in respect of that specific session or project.

7. DELIVERY

7.1 Delays shall under no circumstances amount to or be deemed to be a breach of Contract, nor shall the Client be entitled to treat the Contract as repudiated due to the delay, or claim any financial compensation.

7.2 The timelines given in our quotations do not include carriage of post, if applicable to the order.

7.3 Translated materials will be provided in a standard PC Microsoft Word document (2007 version or better) and/or Adobe PDF. Documents required in other software packages or formats may be subject to separate charges unless otherwise agreed in writing by Absolute Translations prior to commencing the project.

7.4 We will deliver hard copies of certified translated documentation ordered by you as soon as possible to the address you give us for delivery. If you do not receive certified translated documentation ordered by you within 7 working days from the dispatch date, we shall have no liability to you unless you notify us in writing at our contact address of the problem within 7 working days. If the certified translated documentation we deliver is not what you ordered or is damaged or defective or the delivery is of an incorrect quantity, we shall have no liability to you unless you notify us in writing at our contact address of the problem within 7 working days from the dispatch date.

8. ANNOTATIONS TO DRAWINGS

8.1 Absolute Translations will, as standard, provide translations of any annotations to drawings within a table. At the written request of the Client, Absolute Translations will endeavour to insert translated text or modify annotations to drawings provided by the Client in order to make a readable translated version of the drawings. This service is provided above our standard services and may incur an extra cost.

8.2 Absolute Translations provide this service by way of assisting the Client and cannot accept responsibility for any inadvertent errors that may arise. If the Client or third parties wish to use the translated drawings to make decisions on technical or legal matters, reference should always be made to the originals. Furthermore, Absolute Translations work on the basis that the Client takes all responsibility for any questions of copyright, which may arise if Absolute Translations modify the drawings of a third party.

9. COPYRIGHT

9.1 The Client hereby grants Absolute Translations a limited right to use the items provided to Absolute Translations by the Client for the sole purpose of Absolute Translations performing the services under the Contract.

9.2 The item(s) to be provided by Absolute Translations pursuant to the Contract shall be the property of the Client upon the Client's completion of all payments provided herein. To the extent necessary Absolute Translations shall use reasonable endeavours to procure the transfer of title or a grant of an exclusive irrevocable perpetual license to use the items to be provided to the Client under the Contract. Following delivery of the items to the Client or termination of the Contract, Absolute Translations shall return to the Client (or if instructed by the Client, destroy) all items and materials provided to Absolute Translations in connection with the Contract.

10. WEBSITE

10.1 If the Client has any concerns about material on our site, please contact us by email at main@absolutetranslations.com

11. TECHNICAL EQUIPMENT SERVICES & FEES

11.1 Equipment may not be available without one of our authorised technicians being present. Fees include a flat fee for the set-up and dismantling of equipment in each room, based on the number of booths and audio equipment ordered. If it is necessary to dismantle and reset or move the equipment between sessions or events, additional flat fee(s) will be charged.

11.2 The Client is responsible for ensuring the rooms are available for the set-up and dismantling of equipment as indicated in the schedule. It is important that the Client makes Absolute Translations aware of any time restraints or venue restraints, in writing, prior to the order for supply of the services. It is the Client's responsibility to ensure that there is access to the venue in sufficient time to enable installation and testing of the equipment to take place.

11.3 The Client is responsible for the distribution and collection of receivers/headsets at each event. Our technician(s) may assist to the extent permitted by other duties.

11.4 For the duration of the period of hire, the Client shall be responsible for the damage to or loss of any delegate receivers and headsets. For insurance purposes, the replacement value of an infrared receiver or standard microphone is £300.00, that of a table microphone is £400.00, that of an infoport microphone is £1,500.00 that of an audience response keypad is £300.00, and that of a booth is £3,000.00. The replacement cost of a tour guide system for up to 20 persons is £5,000.00. These will be the amounts invoiced for each unit not returned within 7 days or to which damage has been caused.

12. CLIENT WARRANTIES

12.1 Unless it is otherwise agreed between Absolute Translations and the Client in writing (which for the purposes of this clause includes any of your associated companies), the Client 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, intentionally solicit, employ, endeavour to entice away from Absolute Translations or use the services of Absolute Translations' employees or Subcontractors who have provided services to the Client on behalf of Absolute Translations.

12.2 In the event of breach under this clause, the Client agrees to pay Absolute Translations an amount equal to the aggregate remuneration paid by Absolute Translations to the particular employees or Subcontractors for the year immediately prior to the date on which the Client employed or used the services of employees or Subcontractors or the amount of £4,995.00, whichever is greater.

12.3 The parties acknowledge and agree that the above clauses are a reasonable estimation of the loss, which would be incurred by the loss of the employees or Subcontractors so employed or engaged.

12.4 The Client agrees to indemnify and hold Absolute Translations and employees or Subcontractors harmless from any third party claims which employees or Subcontractors may incur based on information, representations, reports, data or service specifications furnished, prepared or approved by the Client for use by employees or Subcontractors in the work performed under this agreement to the extent that such third party claims relate to the infringement of intellectual property.

12.5 Where services are to be performed at a venue provided or organised by the Client, Absolute Translations shall have no liability for any accidental loss or damage caused to the premises. For the avoidance of doubt, the Client shall be responsible for any public liability arising from occupation of the premises.

12.6 To enable interpreters to provide quality results, when the subject matter is of a specialist nature, it is especially important for the interpreter to have the opportunity to study, sufficiently in advance of the assignment date, written speeches or reviews of the subject matter, relevant documents and materials, scripts, video or slide presentation materials to be used at the event, etc.

13. GOVERNING LAW AND JURISDICTION

13.1 These terms and conditions are governed by and construed in accordance with the Law of England and Wales. Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of England and Wales and all parties agree and acknowledge that the work for which these terms and conditions are signed is most closely connected with England.

14. MISCELLANEOUS

14.1 The Client may not assign, sub-license or otherwise transfer any of your rights under these terms and conditions.

14.2 If any provision of these terms and conditions is found by any court of competent jurisdiction to be invalid, the invalidity of that provision will not affect the validity of the remaining provisions, which shall continue to have full force and effect.

14.3 No person other than the parties to these terms and conditions are intended to benefit from them pursuant to the Contracts (Rights of Third Parties) Act 1999.

14.4 Absolute Translations may use your company's name on promotional materials as an example of clients we've worked for, unless we are requested not to do so.

15. PRIVACY POLICY

We are committed to respecting your privacy and protecting your personal information. We will use the information you give us for the purposes of providing you with the services you have requested and promoting our services. If you tell us you don't want to receive marketing information, we will stop sending it. We will put in place measures to protect your information and keep it secure. We will respect your data protection rights and aim to give you control over your own information. In case you want more information on the types of personal information we collect, how we collect it, what we may use it for and who we may share it with, please email privacy@absolutetranslations.com. We are registered with the Information Commissioner's Office under registration reference ZA346457.