



# TERMS AND CONDITIONS FOR SERVICES

## Translation services Elisabeth Selman

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### TERMS AND CONDITIONS FOR TRANSLATION SERVICES

These terms and conditions ("the Conditions") apply to translation work carried out by Elisabeth Selman, registered as an independent translator in France under the reference SIRET 510 510 381 00013, (hereafter "the Translator") for persons or companies requiring translation (hereafter "the Client"). Client and Translator are hereafter collectively referred to as "the Parties".

#### 1. Application of conditions

These Conditions shall:

- (a) apply to all orders placed by the Client with the Translator, and
- (b) prevail over any general conditions of purchase of the Client, or any inconsistent terms or conditions contained, or referred to, in the Client's acceptance of a quotation, specification or any other document supplied by the Client.

The provision of a quotation for services by the Translator constitutes an offer to the Client to provide the specified services in accordance with these Conditions. The placing of an order by the Client therefore implies acceptance of the present Conditions in their entirety. Any amendment or change to these Conditions shall be valid and enforceable only if agreed upon in writing between the parties.

#### 2. Quotations

The Translator shall in general provide to the Client free of charge a quotation as soon as possible after receipt of the document to be translated, which should preferably be sent by e-mail in Microsoft Word format. The Translator is unable to commit to a firm price and delivery date without sight of the entire document to be translated. If the document is not yet ready, the Client shall provide, as a minimum:

- the number of words to be translated,
- description of the type of document (eg. marketing, audiovisual, environmental, literary, general, etc.)
- requested delivery date.

In this case, the Translator will provide the most accurate price estimate possible based on these elements.

Quotations remain valid for one month. Acceptance by the Client of the Translator's quotation constitutes a firm order and binds the Parties under contract.



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The Translator will normally not begin work before receiving the formally approved quotation from the Client.

The Translator reserves the right, after informing the Client, to increase the price or to modify the agreed delivery date if;

- the documents are modified or new documents are added after submission of the Translator's quotation,
- the quotation was based on summary elements (see above) and the document to be translated was not itself made available.

In the absence in these circumstances of approval by the Client of the revised price/delivery date the Translator may refuse to start the translation.

### **3. Advance payments**

If the value of the Client order exceeds 1000 (one thousand) euros, an advance payment may be requested for a percentage of the price. In this case the percentage to be paid in advance will be specified in the quotation and work will only begin when payment is received.

### **4. Commencement and duration**

The services supplied under the contract shall be provided by the Translator to the Client from the date of acceptance by the Client of the Translator's quotation. The delivery date proposed in the quotation will remain valid only if the Client confirms his order within three days after receiving the quotation.

### **5. Translator's obligations**

The Translator shall use all reasonable endeavours to provide the translation services in accordance in all material respects with the quotation provided by the Translator and accepted by the Client, and in accordance with normal professional practices. The Translator declines responsibility in the case of inconsistencies and ambiguities in the source text.

### **6. Client's obligations**

The Client shall:

- (a) provide to the Translator all documents, works, files (collectively referred to as "the Materials") and other information as the Translator may reasonably require and ensure that it is accurate in all material respects;



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(b) ensure that the Materials and any other information submitted to the Translator do not contain anything of an obscene, blasphemous or libellous nature, do not (whether directly or indirectly) infringe the Intellectual Property Rights of any third party, and comply in all respects with any applicable legal and regulatory requirements.

In case of disagreement on the part of the Client as to the quality of the translation provided by the Translator, the Client shall notify such disagreement within 10 (ten) days of receipt of the translated documents. No claims may be accepted after this period.

The Client shall be liable to pay to the Translator, on demand, all reasonable costs, charges or losses sustained or incurred by the Translator (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to the Translator confirming such costs, charges and losses to the Client in writing.

#### **7. Charges and payment**

In consideration of the provision of services by the Translator, the Client shall pay the fee as set out in the quotation plus (where applicable) VAT. It is the responsibility of each party to ensure whether VAT is payable and, if it is, that it has been correctly calculated at the appropriate rate.

Unless otherwise specified in the quotation, Translator's invoices shall be payable in full at 30 days after invoice date. Any bank or Paypal charges arising from invoice settlements from outside France shall be borne by the Client in addition to the invoice price.

All property rights to the translation shall pass to the Client only upon full payment of the Translator's invoice

Without prejudice to any other right or remedy that it may have, if the Client fails to pay the Translator on the due date, the Translator may charge interest on such sum from the due date for payment at the annual rate of 10 % above the European Central Bank refinancing rate, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and the Client shall pay the interest immediately on demand

Time of payment shall be of the essence of the Contract.



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#### **8. Corrections**

In the case of disagreement between the Client and the Translator on the translation, the Translator reserves the right to correct the translation jointly with the Client. Where the translation is to be published the Translator shall receive the printers draft for proofreading.

Correction and proofreading will be subject to additional charges.

#### **9. Intellectual property rights**

Subject to payment of the Translator's invoice all Intellectual Property Rights in the source text and translated text shall vest in the Client but, for the avoidance of doubt, the Client hereby grants to the Translator, a licence to store and use the text and documents for the purposes of providing translation services to the Client.

The Client warrants that he possesses the Intellectual Property Rights in the document required to be translated. The Translator can accept no responsibility for possible infringement of Intellectual Property Rights or other third party rights by the documents submitted by the Client.

#### **10. Confidentiality**

Subject to the following paragraph and except as necessary for the Translator to perform the services, the Translator may not use any of the information which is confidential to the Client ("Confidential Information") and shall not disclose any Confidential Information to any third party. Documents submitted by post to the Translator shall be returned after translation upon simple request by the Client. Documents submitted in electronic form shall be destroyed after full payment of the Translator's invoice.

The Translator may disclose the Confidential Information:

(a) to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the obligations of that party under the contract; and

(b) as may be required by law, court order or any governmental or regulatory authority.

The obligations of confidentiality contained within this clause shall survive termination of the contract between Client and Translator, however caused.



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#### **11. Limitation of liability**

The Translator shall not be liable for:

- (i) loss of profits; or
- (ii) loss of business; or
- (iii) depletion of goodwill and/or similar losses; or
- (iv) loss of anticipated savings; or
- (v) loss of goods; or
- (vi) loss of contract; or
- (vii) loss of use; or
- (viii) loss of corruption of data or information; or
- (ix) any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

(b) the Translator's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the price paid for the translation services.

Delivery dates quoted by the Translator are indicative; failure to respect these dates cannot result in liability on the part of the Translator.

#### **12. Termination**

In the event that the Client cancels an order after the Translator has started work, for whatever reason, the Client shall be liable to pay in full work accomplished to the date of cancellation together with 50% of work remaining to complete.

In the event that the Client postpones the agreed on delivery date, the Translator shall be entitled to invoice in full work already carried out.

#### **13. Amicable settlement**

The Parties agree to use their best endeavours to find an amicable settlement to any dispute that may arise from the translation services, before having recourse to legal action.



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#### **14. Governing law and jurisdiction**

The contract between Client and Translator, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of France. The Parties agree to submit any legal dispute arising from the contract to the Business Court of Versailles, France.

Versailles , 28 April 2017