Terms of Business (Translations)

Terms and conditions applicable to the provision of document translation services

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These terms and conditions apply to the provision of document translation services provided by:
Isarey Language Services Ltd. (ISAREY)
20-22 Wenlock Road; LONDON N1 7GU; United Kingdom
Registered in England And Wales | Company No. 07079838

Definitions used in this policy

- **Accepted Quotation**

  A Quotation that has been accepted by the Client by written or electronic confirmation

- **Data Protection Laws**

  Data protection or privacy laws applicable to the processing of Personal Data within the European Economic Area and the United Kingdom, in particular Regulation (EU) 2016/679 of the European Parliament and of The Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) and the United Kingdom Data Protection Act 2018, and including, to the extent applicable and where not in conflict with the applicable laws and regulations of the European Economic Area and the United Kingdom, the data protection or privacy laws of any other country;

- **Personal Data**

  Any information relating to an identified or identifiable natural person.

- **Quotation**

  An offer by Isarey Language Services Ltd. to undertake a Translation Project for a client with proposed price(s) and delivery time(s) and specification as to whether a translation is technical translation or standard translation

- **Source Text**

  The original text of the translation content as submitted by the Client

- **Translated Text**

  The text of the translation content after it is translated into the target language(s) by Isarey Language Services Ltd.

- **Translation Content**

  The physical and/or electronic content comprising a translation project, including documents, images, spreadsheets and databases, web pages, audio and video content, which the client intends to have translated

- **Translation Project**

  The translation of physical and/or electronic content, as well as related work, such as certification, formatting, design work, printing and layout work, in accordance with the terms of an Accepted Quotation.

30.Proceeding with a Translation Project

Following acceptance of a Quotation by the client where payment terms are provided or upon payment where advance payment is required, the Translation Project will be considered confirmed. Once confirmed, ISAREY will proceed as specified in the Accepted Quotation in accordance with the present terms and conditions and the general description of document translation services provided on ISAREY's website (https://www.isarey-document-attestation.com).

Except where, ISAREY and Client agree that further revision of the Translated Text is required, a Translation Project is considered complete once delivered to Client.

31. Delivery and deadlines

Unless otherwise specified In the Accepted Quotation Or agreed With the Client, the completed translation project will be delivered electronically to the client's email address as indicated in the Accepted Quotation.

ISAREY will not deliver a translation to any other email address that has not been specifically authorised by the person who accepted the quotation, including email addresses within the same domain or organisation.

Unless otherwise specified, all times mentioned in quotations or other communications about translation projects are local time in London, United Kingdom. Working days means all days excluding weekends, 25th December, 1st January and the Friday before Easter Day (Good Friday). Working hours are considered as 9am to 5pm on working days, local time, London, United Kingdom.

ISAREY undertakes to make every reasonable effort to deliver the translation according to the deadline specified in the Accepted Quotation, but will not be held liable for any delays which may occur as a result of the following:

- unclear, ambiguous or illegible text in the original;
- force majeure or any other event beyond ISAREY's control;
- computer errors, viruses or corrupted content in files provided by the Client;
- amendments made by the Client following acceptance of the quotation;

- delays arising as a result of the Client not responding in a timely manner to reasonable requests for clarification in respect of the source text.
- technical problems affecting the client's capacity to receive emails;
- delays to the delivery of physical documents resulting from postage or courier transit times which exceed the advertised transit times of the respective provider;

A Translation Project will be considered complete and delivered on time, including where the client does not confirm receipt. A Translation Project will only be considered as not delivered on time where ISAREY receives notice from the Client that a Translation Project has not been received and where ISAREY fails to deliver it within the subsequent 3 working hours.

In the event that ISAREY does not deliver the Translation Project on time, a discount will be applied to the price of the Translation Project. This discount will be calculated based on the period of delay from the day on which the Client gives notice that the Translation Project has not been delivered until the day on which the Translation project is actually delivered (inclusive), as follows:

- A discount of 5% for each working day of delay where the agreed deadline is greater than ten working days, or of 10% per working day where the agreed deadline is less than ten working days.
- The total discount, calculated according to the above formula, shall not exceed 50% of the total value and shall not be less than 20% of the total value of the price specified in the agreed quotation.

The above discount constitutes the maximum extent of ISAREY's liability in the event that a translation is not delivered according to the agreed deadline.

32. Technical and standard translations

If it is specified in the agreed quotation that the Translation Project is a standard translation and not a technical translation, the Client acknowledges that the Translation Content does not contain vocabulary or terminology that is not used in every-day speech, that is particular to any field or industry, has particular legal meaning or that has a meaning that is different to its meaning in everyday speech, as may require a translator with specialist knowledge or experience.

Where a Translation pProject is carried out according to the Agreed Quotation as a standard translation, ISAREY will not be held liable for any errors in legal or technical language and terminology. The Client agrees that no refund or discount will be made in respect of such errors.

33. Quoted Fees

Unless specified otherwise in the Quotation, the fees quoted for an Attestation Project will include all disbursements related to the Attestation Project. However, ISAREY reserves the right to amend said fees and obtain additional payment from the client in the following circumstances:

- Significant changes in fees charged by embassies and consulates or other Attestation Authorities occurring between the dates of the Quotation and submission to the Attestation Authority in question;
- Any requirement for additional steps in the attestation procedure not foreseen in the Agreed Quotation, resulting from new requirements brought in by an Attestation Authority;
- Where the documents actually provided by the client do not correspond to the documents previously sent electronically or described by the Client and on which the Agreed Quotation was based, or where any information provided by the client in relation to the Attestation Documents and/or their owner(s) is amended.

In cases where the Agreed Quotation includes delivery or collection of the Attestation Documents by mail or courier, this shall be for a flat envelope no larger than 27 x 35 x 2cm and weighing no more than 0.4kg. The Client will be responsible for any extra fees due if the Attestation Documents exceed these dimensions. Likewise, the Client will be responsible for any extra fees that may be due if their delivery address is changed.

34. Use of Documents

ISAREY makes no warranty, express or implied, as to the suitability of the attestation procedure or documents being attested for the purpose intended by the client and accepts no liability in the event that attested documents are rejected by the recipient authority because the underlying documents or their certification does not meet requirements. Clients should take their own legal advice as to whether the attestation provided and the attested documents will be accepted by the recipient authority for their purpose for which they are to be submitted.

35. Cancellation and Amendments

By agreeing to a Quotation, the Client agrees that ISAREY may start work immediately. Where the Client cancels a Translation Project at any time after agreeing to a Quotation, the Client will pay a cancellation fee to ISAREY as follows:

- A cancellation fee will be charged in proportion to the number of working days which have elapsed subsequent to confirmation of the Agreed Quotation in relation to the total number of working days of the delivery time specified in the Accepted Quotation, plus an additional 25% of the total of the quotation.
- For example: in the event that three working days have elapsed prior to cancellation, out of a total delivery time of ten working days, the fee payable by the Client will equal 30% of the total amount of the quotation plus 25% of the total amount of the quotation, making a total cancellation fee of 55%. The cancellation fee shall not exceed the total of the quotation and shall not be less than 25% of the total of the agreed quotation.

ISAREY is not obliged to deliver any work with respect to a translation project that is cancelled by the client.

In the event that, at any time following agreement to the quotation, the Client wishes to make changes to the source text, ISAREY may charge for such amendments at a rate to be agreed and/or may impose an alteration of the agreed delivery time, irrespective of whether the affected text has already been translated and whether or not such amendments increase the volume of text to be translated. ISAREY is not obliged to make any refund or reduction to the amount of an agreed quotation in respect of any amendment, even where amendment reduce the volume of text to be translated.

ISAREY is free to pause, cancel or discontinue any translation project, without giving prior notice and without penalty, where it has reason to suspect non-compliance by the client with the present conditions in terms of unlawful content, unlawful processing of personal data or timely payment. Where there is a breach of these terms and conditions that is attributable to the client, including where ISAREY has discontinued the project on its own initiative due to indications of non-compliance, the client shall pay to ISAREY the cancellation fee specified above, as applicable where projects are cancelled by the Client.

36. Translation errors

ISAREY's liability for any error, omission or undue addition made in any translation project which it carries out shall not exceed the price specified in the agreed quotation relating to the project in question.

The Client agrees to indemnify ISAREY against all and any claims and demands upon ISAREY, including claims by third parties for any consequential or indirect loss or damage arising from ISAREY's performance of a translation project where the total of all claims in relation to a Translation project exceeds the price of the Agreed Quotation.

37. Computer viruses

ISAREY will not be held liable for any loss or damage whatsoever arising from any computer virus, malware or other malicious programs, scripts or codes contained within any electronic communication sent by ISAREY to the Client.

38. Confidentiality

All content and information disclosed to us by the Client for the purpose of carrying out a Translation Project will be considered as confidential information belonging to the Client in accordance with:
Confidentiality (Client Content)

39. Personal Data in Translation Content

Except where the client explicitly informs ISAREY otherwise prior to agreeing to a Quotation, ISAREY will assume that the Translation Content does not contain Personal Data, and, as such, the translation work will not be considered as involving the processing of Personal Data.

Where the Translation Content does contain Personal Data, the client undertakes to inform ISAREY accordingly, and in particular to inform Isarey explicitly if the translation documents contain data which could be classified as Sensitive under Data Protection Laws or if there is any particular risk or sensitivity associated with its processing. As such, and on the basis of the information provided by the Client, the processing of this Personal Data by ISAREY will be governed by a separate privacy agreement.

ISAREY cannot be held responsible for any undue processing or disclosure of personal data contained in the translation documents or for any failure to uphold the rights of data subjects in relation to said data where the client failed to give timely notice of its existence.

To the fullest extent possible under the law, the Client shall indemnify, defend and hold harmless ISAREY, its employees, agents, subprocessors and contractors from and against any claim, expense or loss arising in relation to the processing of Personal Data in the Translation Content, especially any processing or related act or omission that is not in compliance with Data Protection Laws, in any circumstance where the Client has omitted to notify ISAREY as to the existence of such Personal Data or has not accurately stated the nature and/or processing risk of such data. The Client specifically warrants that any personal data contained in the translation documents, especially 'Special Category Data' or data referring to children, was obtained and is being processed lawfully, fully safeguarding the rights and interests of the data subjects and in accordance with Data Protection Laws.

In the event that Personal Data which has not been notified by the Client is discovered in the Translation Content of an Accepted Quotation, and in the absence of a timely agreement that provides for the lawful processing of said data, the Translation Project will be immediately halted and all Translation Content will be deleted. In such circumstances, the Translation Project will be considered as 'Cancelled by the Client' and a cancellation fee will be payable to ISAREY by the client with respect to the Translation Project as set out under 'Cancellation and Amendments'.

40. Lawfulness of content

The Client warrants that the Translation Content contains nothing that is indecent, libelous, defamatory, an infringement of copyright or in any way immoral, illegal or unlawful including, but not exclusively, under the law of the Client's country of residence, the law of any country of the European Economic Area, the law of the United Kingdom, the law of the United States or under international law. ISAREY shall not be held liable for, and the Client agrees to hold harmless ISAREY to the fullest extent possible and indemnify ISAREY in respect of any claim, cost or expense whatsoever arising from any unlawful or infringing content communicated to ISAREY by Client.

41. Complaints and Suggestions

In the event that the Client is not satisfied with the Translated Text, this must be communicated to ISAREY within 30 days of delivery. Thereafter any changes or reworking of the translated text may be carried out at the Client's expense.

42. Authority to sign

The individual who signs the Quotation as 'Authorised Signatory' or who confirms acceptance of the Translation Project by email or other written means on behalf of an organisation or company expressly warrants that he/she has the full authority of the company or organisation specified as the Client to agree the Quotation and to bind the Client to the present terms and conditions, in particular as regards the obligation of the client to make full payment of the price stated in the agreed quotation upon completion of the Translation Project by ISAREY.

43. Payment

The Client undertakes to make full and timely payment to ISAREY of all fees specified in the agreed quotation and any other fees agreed with ISAREY, including any cancellation fees, in accordance with the specified payment terms and not subject to any condition, commission, third-party fee, deduction or administrative requirement except as notified to ISAREY prior to acceptance of the quotation.

In the event that the Client fails to make timely payment of any amount payable in accordance with the specified payment terms:

- the Client will pay late-payment interest on all overdue amounts. This late-payment interest shall be applied from the due date for payment up to the date of actual payment at an annual rate of 8 percent, accruing on a daily basis. The Client also agrees to compensate ISAREY for the costs of recovering the late payment (minimum 40 euros) in accordance with European Union Directive 2011/7/EU;
- all other amounts due in relation to the Attestation Project and in relation to any other ongoing or completed Attestation Project shall become immediately due regardless of initial payment terms;
- ISAREY may, at its own discretion, without giving notice and without incurring any penalty, pause all work on the Attestation Project and on any other Attestation Project also being undertaken for the Client. In such cases, and following advance notice of 2 working days, ISAREY may apply an additional fee of up to USD 50 per day where it has original Attestation Documents belonging to the Client in its care. Any Attestation Project that is discontinued by ISAREY due to a failure by the client to make timely payment will be considered as "Cancelled by the Client" and a cancellation fee will be payable to ISAREY by the client with respect to the Attestation Project, as set out under "Cancellation and Amendments".

In the event of late payment, the Client acknowledges that ISAREY may continue to retain copies of the Attestation Documents and continue to process any personal data contained therein with the legitimate purpose of pursuing a claim for payment.

44. Value Added Tax (VAT) and Duties

It is specified on the agreed quotation whether the price payable is subject to Value Added Tax, which may be applicable in the European Union or the United Kingdom.

Where the price is given as excluding VAT, the client agrees to settle any VAT legally due in accordance with the invoice presented by ISAREY.

Where it is specified that the supply of the translation project is outside the scope of European/UK VAT, this is on the basis that the client is established outside the European and United Kingdom VAT areas and that Translation Project is being supplied outside the scope of European or United Kingdom VAT. The client undertakes to settle any VAT due on the price of the Translation Project, irrespective of whether VAT is initially specified on the respective invoice or Agreed Quotation, in addition to said price and with the application of late-payment interest as above where settled subsequent to the date on which payment of the invoice relating to the Translation Project became due for payment, if it arises that the client is not demonstrably established outside the VAT areas of the European Union and the United Kingdom or the client is not deemed to be outside the scope of United Kingdom and European Union VAT.

The Client is entirely responsible for the settlement of any customs duties and related administrative charges due upon delivery of the Attestation Documents.

45. Waiver

If ISAREY chooses not to enforce any of these conditions or agrees to amend them, the remaining conditions continue to be enforceable, and the provisions that were not enforced will remain enforceable in the future. In the event that any provision of these conditions is deemed to be unenforceable or invalid, the remaining provisions shall remain enforceable and binding.

46. Governing Law and Jurisdiction

These conditions shall be governed by the laws of England. The Client expressly agrees that any dispute arising from the provision of attestation services, translation services or other work by Isarey Language Services Ltd. shall be submitted to the arbitration and law courts of England in all circumstances permitted by law.

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