

## AGREEMENT FOR TRANSLATION SERVICES

- (1) Language Studies for Business Ltd trading as ArnoldTranslations.com whose principal place of business is at 49 Queen Victoria Street, London EC4N 4SA ('The Agency') and
- (2) whose principal place of business is at  
(‘The client’)

### **1 Definitions**

The following terms shall have the following meanings

- 1.1 ‘Conditions’: the provisions or set out below which shall be incorporated into this agreement in their entirety
- 1.2 ‘Currency’: pounds sterling
- 1.3 ‘Payments’: the sum of £ as set out in the quotation
- 1.4 ‘Services’ translation from and into the major European languages German, English, French, Italian, Spanish, and other languages.
- 1.5 ‘Quotation’ the quotation given by the Company in relation to this agreement
- 1.6 “Notice In writing” Includes messages by e-mail
- 1.7 “The Due Date” shall be thirty days of receipt of invoice

### **2 Appointment**

The Client appoints The Agency to carry out the translation of the text contained or referred to in the quotation [identified by (Number/Heading)]

consisting of [insert no of pages, title, description etc.]

## **CONDITIONS**

### **The Agency’s**

- 3.1 **Services to be provided by The Agency**  
translation from and into the major European languages German, English, French, Italian, Spanish, and other languages.
- 3.2 **Secrecy**  
Not at any time during or after the Term to divulge or allow to be divulged to any person any confidential information relating to the business or affairs of The Client

### **3.3 Intellectual Property**

Not to cause or permit anything which may damage or endanger the Intellectual Property or other intellectual property of The Client or The Client's title to it or assist or allow others to do so

### **3.4 Delivery Dates**

3.4.1 The Agency will give a prospective delivery date to the client and will use every endeavour to meet that date however if it cannot the company shall be under no liability whatever in respect of: loss or damage, including economic loss or any consequential or indirect loss sustained by the client or its servants or third parties by reason of any act or neglect of the Company

3.4.2 If the Company shall agree in writing a specific date with the client then if the Agency decided in its absolute discretion it may be unable to meet the delivery date then the client may on giving notice in writing to the Agency cancel the order

### **3.5 Acceptance**

The Client shall be deemed to accept the translation ten days after receipt and payment shall be due within thirty days from the date of invoice

### **3.6 Complaints about translation**

If a client is unhappy with any translation received from the Company it shall submit a complaint in writing to the Company as soon as possible following receipt of the translation and in any event not later than ten days after receipt. The Agency shall then be entitled to investigate the complaint and if in the Company's absolute discretion the complaint is valid it will improve or substitute the translation

## **4 The Client's obligations**

In consideration of the services to be rendered by The Agency under this agreement The Client agrees to make the Payments promptly without demand deduction or set-off

## **5 Cancellation**

The Client may cancel this agreement at any time before (*date*) but shall then be liable to pay to The Agency, The Payment

## **6 VAT**

6.1 All sums payable under this agreement unless otherwise stated are exclusive of VAT and other duties or taxes

6.2 Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition to such sums

## **7 No liability on part of The Agency**

The Agency shall not be liable to The Client for or damage to The Client including economic loss or any consequential or indirect loss sustained by the

Client or its servants or workmen or third parties by reason of any act or neglect of the Company

## **8 Termination for breach**

The following obligations are conditions of this agreement and any breach of them shall be deemed a fundamental breach which shall determine this agreement immediately and the rights and liabilities of the parties shall then be determined in accordance with clause 9

8.1 Failure on the part of The Client to make punctual payment of all sums due to The Agency under the terms of this agreement

## **9 Termination consequences**

In the event of this agreement being determined whether by effluxion of time Notice breach or otherwise:

9.1 The Client shall immediately pay to The Agency: all arrears of Payments and any other sums due under the terms of this agreement

9.2 Either party shall be entitled to exercise any one or more of the rights and remedies given to it under the terms of this agreement and the determination of this agreement shall not affect or prejudice such rights and remedies and each party shall be and remain liable to perform all outstanding liabilities under this agreement notwithstanding that the other may have exercised one or more of the rights and remedies against it

9.3 Any right or remedy to which either party is or may become entitled under this agreement or in consequence of the other's conduct may be enforced from time to time separately or concurrently with any right or remedy given by this agreement or now or afterwards provided for and arising by operation of law so that such rights and remedies are not exclusive of the other or others but are cumulative

## **10 Miscellaneous**

### **10.1 Warranty**

Each of the parties warrants its power to enter into this agreement and has obtained all necessary approvals to do so

### **10.2 Interest**

All sums due from the client to the Agency which are not paid on the due date (without prejudice to the rights of The Agency under this agreement) shall bear interest from day to day at the annual rate of *(rate)*% over the daily base lending rate of Bank of Scotland with a minimum of *(rate)*% per year

### **10.3 Receipt**

The receipt of money by either of the parties shall not prevent either of them from questioning the correctness of any statement in respect of such money

### **10.4 Force majeure**

Both parties shall be released from their respective obligations in the event of national emergency war prohibitive governmental regulation or if any other

cause beyond the reasonable control of the parties or either of them renders the performance of this agreement impossible whereupon all money due under this agreement shall be paid immediately and in particular:

10.4.1 The Client shall immediately pay to The Agency all arrears of Payments

10.4.2 each party shall be liable to pay to the other damages for any breach of this agreement and all expenses and costs incurred by that party in enforcing its rights under this agreement

#### **10.5 Severance**

If any provision of this agreement is declared by any judicial or other competent authority to be void voidable illegal or otherwise unenforceable or indications to that effect are received by either of the parties from any competent authority

the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of The Agency it may be severed from this agreement or the remaining provisions of this agreement shall remain in full force and effect unless The Agency in The Agency's discretion decides that the effect of such declaration is to defeat the original intention of the parties in which event The Agency shall be entitled to terminate this agreement by 30 days' notice to The Client and the provisions of clause 11 shall apply accordingly

#### **10.6 Whole agreement**

Each party acknowledges that this agreement and the Conditions contain the whole agreement between the parties and that it has not relied upon any oral or written representation made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it

#### **10.7 Discretion**

Any decision exercise of discretion judgment or opinion or approval of any matter mentioned in this agreement or arising from it shall be binding on a party only if in writing and shall be at its sole discretion unless otherwise expressly provided in this agreement

#### **10.8 Change of address**

Each of the parties shall give notice to the other of the change or acquisition of any address or internet address or telephone, fax, or similar number at the earliest possible opportunity but in any event within 48 hours of such change or acquisition

#### **10.9 Notices**

Any notice to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the relevant party shown at the head of this agreement or by facsimile transmission or by electronic mail or by fax and shall be deemed to have been received by the addressee within 72 hours of posting or 24 hours if sent by facsimile transmission or by electronic mail to the correct facsimile number or electronic mail address of the addressee

#### **10.10 Headings**

Headings contained in this agreement are for reference purposes only and should not be incorporated into this agreement and shall not be deemed to be any indication of the meaning of the clauses to which they relate

**10.11 Joint and several**

All agreements on the part of either of the parties which comprise more than one person or entity shall be joint and several and the neuter singular gender throughout this agreement shall include all genders and the plural and the successor in title to the parties

**10.12 The Client's right to assign**

This agreement and all rights under it may not be assigned or transferred by The Client

**10.13 Proper law and jurisdiction**

10.13.1 This agreement shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England

10.13.2 Any proceedings arising out of or in connection with this agreement may be brought in any court of competent jurisdiction in London

10.13.3 The submission by the parties to such jurisdiction shall not limit the right of The Agency to commence any proceedings arising out of this agreement in any other jurisdiction it may consider appropriate

10.13.4 Any notice of proceedings or other notices in connection with or which would give effect to any such proceedings may without prejudice to any other method of service be served on any party in accordance with clause 10.9

10.13.5 In the event that The Client is resident outside England its address for service in England shall be the address for such service nominated at the head of this agreement and any time limits in any proceedings shall not be extended by virtue only of the foreign residence of The Client

**10.14 Rights cumulative**

All rights granted to either of the parties shall be cumulative and no exercise by either of the parties of any right under this agreement shall restrict or prejudice the exercise of any other right granted by this agreement or otherwise available

**10.15 Survival of terms**

No term shall survive expiry or termination of this agreement unless expressly provided

**10.16 Waiver**

The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this agreement

**10.17 Status of The Agency**

- 10.17.1 During the Term The Agency shall be an independent contractor and not the servant of The Client
- 10.17.2 In such capacity The Agency shall bear exclusive responsibility for the stamping of his national insurance card as a self-employed person and for discharge of any income tax and VAT liability arising out of remuneration for his work performed by him under this agreement
- 10.17.3 The Agency shall not be subject to directions from The Client as to the manner in which it shall perform its work

**10.18 No assignment or sub-contracting**

The Agency shall not assign or sub-contract any of its rights or duties under this agreement without the consent in writing of The Client (such consent not to be unreasonably withheld)

**11 Arbitration**

All disputes or differences which shall at any time arise between the parties whether during the Term or afterwards touching or concerning this agreement or its construction or effect or the rights duties or liabilities of the parties under or by virtue of it or otherwise or any other matter in any way connected with or arising out of the subject matter of this agreement shall be referred to a single arbitrator to be agreed upon by the parties or in default of agreement to be nominated by the President for the time being of the Chartered Institute of Arbitrators in accordance with the Arbitration Act 1950 or any statutory modification or re-enactment of it for the time being in force