

Terms and Conditions

TERMS AND CONDITIONS FOR SUPPLY OF SERVICES

Alida Language Centre, S.L **TERMS AND CONDITIONS FOR SUPPLY OF SERVICES**

All orders for translation, localisation and/or proof-reading services placed with Alida Language Centre, S.L. are subject to the following terms and conditions.

1. In these terms and conditions:
 - "ALC" means Alida Language Centre, S.L., its staff and contractors.
 - "staff" includes persons supplying their services to ALC.
 - "translation" includes written text, recordings and oral renderings of written or spoken material.
 - "artwork" includes design, artwork, websites, promotional, conference CD ROM and video materials.
2. All orders are accepted on the following terms and exclude any other terms stipulated or incorporated or referred to by the customer, whether in the order or in any negotiations between ALC and the customer. All orders made by the customer with ALC shall be subject to these terms, unless otherwise agreed in writing by ALC.
3. ALC undertakes to produce the translation/artwork specified by the customer and agreed by ALC to the best of its ability and as soon as reasonably possible in the circumstances, taking into account the deadline required by the customer.
4. The customer acknowledges that translations involve elements of subjectivity and judgement and, accordingly, ALC does not guarantee that its translation will be identical to any translation of the same material that might be done by another translator.
5. All prices quoted are subject to Spanish IVA (Value Added Tax).
6. ALC's translation/artwork will be sent to the customer together with an invoice and, if requested, any original materials. Payment of the invoice will be made within 30 days from the date of the invoice unless otherwise agreed.
7. The penalty for late payment of the invoice is 2% of the total invoice value.
8. All bank charges are the responsibility of the purchaser. The preferred method of payment is electronic transfer. ALC bank details are available on request.
9. The customer shall not have any right to set-off any amounts against the invoice, which are or may be due from ALC to the customer.
10. For larger projects, ALC reserves the right to charge a part fee based on work completed during the period of a calendar month. ALC will invoice for each part of the agreed project as soon as that part has been completed.
11. The customer confirms that he owns or that he has obtained all necessary consent for the translation/artwork to be made insofar as copyright subsists in the material, which is to be worked on by ALC. Under the Copyright Act 1956, copyright subsists in the translation of any text. In agreeing to translate any text or produce artwork ALC impliedly licenses insofar as it is able to do so the reproduction or publication of the translation/artwork. However, in the event that the payment is not received in accordance with the previous paragraph the said licence shall be automatically revoked and the customer shall not be at liberty to make use of any translation and/or artwork in which the copyright of ALC subsists.
12. If the customer does not confirm that the translation/artwork is confidential, ALC shall have the right at no cost to show the translation/artwork to potential customers of ALC.
13. ALC shall not be liable for any defect, error or omission in or from any matter submitted to it for or in connection with its work or services whether such defect, error or omission relates to words, grammar, punctuation or any other aspect, nor for any consequential losses arising from such defect, error or omission.
14. The customer shall hold harmless and indemnify ALC and any relevant sub-contractors in respect of any lawsuit or claim in respect of work undertaken by ALC on the instructions of the client.

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- 15.** ALC undertakes to use its best endeavours at all times to protect and keep safe the materials provided by the client. However, all documents, files, data, paper or other property supplied to ALC by the customer will be held or dealt with by ALC at the customer's risk and ALC will not be responsible for the consequences of any loss or damage thereto.
- 16.** ALC shall not be liable for any failure to perform its obligations hereunder if such failure arises from any act of God, war, strike, lockout or any other labour dispute, riot, civil commotion, fire, flood, drought, legislation or other causes (whether of the foregoing classes or not) beyond its control.
- 17.** The construction and validity of these terms and conditions shall be governed in all respects by Spanish law.
- 18.** Any changes to the customer material made by the customer subsequent to commencement of the project by ALC shall be for the account of the customer insofar as ALC has already started work on the part of the material to be charged
- 19.** Following completion of a project, ALC agrees to rectify at no charge any errors or omissions which are at the fault of ALC where the errors and omissions amount to a maximum of 5% of the fee value of the project. The customer must raise with ALC any such issues regarding errors and omissions within 10 working days of receipt of the completed assignment by the customer for the above to apply.
- 20.** ALC undertakes to use suitably qualified linguists for all translations and proof-reading work. It is the policy of ALC to only use linguists who translate into their native tongues.

