



RWS TRANSLATIONS LIMITED
TERMS AND CONDITIONS OF BUSINESS

1. Definitions

In these Terms and Conditions, the following terms shall have the following meanings:

“Charges”	the charges payable by the Client for the Services as specified in the Contract or, if not specified in the Contract, as set out in the Price List.
“Client”	the company or other entity which has entered into a Contract with RWS for the provision of Services.
“Client Materials”	documentation, reference material and other material that the Client provides to RWS in order for RWS to be able to provide, or otherwise in connection with, the Services.
“Contract”	has the meaning given to it in clause 2.2.
“Expenses”	the third party costs and expenses as are specified in a Contract, or which are reasonably and necessarily incurred by RWS in connection with the Services (including, without limitation, travel and subsistence expenses, and courier fees).
“Order”	an order from the Client for the provision of Services, which may be in such form and medium as RWS may from time to time accept.
“Price List”	the price list agreed by RWS and the Client for the Services or, if no such price list has been agreed, RWS’s then standard price list.
“RWS”	RWS Translations Limited (company number 01080416) whose registered office is at Europa House, Chiltern Park, Chiltern Hill, Chalfont St Peter, Buckinghamshire SL9 9FG.
“Services”	translation, patent filing, interpreting, and/or such other services as are specified in a Contract.

2. Quotations and Contracts

- 2.1 Unless stated otherwise each written quotation issued by RWS remains open for acceptance for 60 days. The Client’s acceptance of a quotation constitutes an Order which is subject to acceptance by RWS in accordance with clause 2.2.
- 2.2 A contract between RWS and the Client for the provision of Services is only formed on the written acceptance by RWS of an Order (a **“Contract”**). Each Contract incorporates these Terms and Conditions, the Client Materials, and any document(s) expressly referred to herein or in the Order. A Contract may only be modified in writing by duly authorized representatives of RWS and the Client. Any standard or pre-printed terms and conditions contained on the Client’s purchase order, invoice or other document shall have no effect and shall not apply to the Contract.
- 2.3 Each Contract constitutes the entire agreement between the parties with respect to the provision of Services, provided that nothing in this clause shall limit or exclude the liability of either party for fraud or fraudulent misrepresentation.

3. Services

- 3.1 Subject to the following provisions of this clause 3, RWS undertakes that:
- (a) it will exercise reasonable skill, care and diligence in carrying out the Services; and
 - (b) it will use all reasonable endeavours to meet any date(s) for completion of the Services specified in a Contract, provided that RWS shall not be liable for any delay caused by the Client (including, without limitation, any failure or delay by the Client to provide any Client Materials, or any errors or omissions in the Client Materials).
- 3.2 In relation to Services which comprise translation work, the Client acknowledges and agrees that:
- (a) a translation may read differently from good original writing;
 - (b) RWS shall be under no obligation to indicate or correct errors or omissions in the Client Material;

- (c) where the Client has specified a particular use for a translation in a Contract, the translation may not be suitable or appropriate for a purpose other than that originally specified;
 - (d) if the Client proposes to use a translation for a purpose other than that specified in a Contract, then changes may need to be made to the translation for which additional Charges may be payable;
 - (e) unless otherwise agreed, the Client is solely responsible for checking the numbering and numerals in any translations; and
 - (f) unless otherwise agreed in writing, all translation work is delivered to the Client by email at the Client's sole risk.
- 3.3 In relation to Services which comprise interpreting, the Client acknowledges and agrees that:
- (a) in order to enable RWS to familiarize itself with the Client Material (including the necessary terminology), the Client must supply the Client Material to RWS at least two working days before the start of the interpreting assignment; and
 - (b) if an interpreter is incapacitated as a result of sickness, injury or death, such incapacity shall constitute an event of Force Majeure for the purposes of clause 11, and RWS's obligations in such circumstances shall be limited to using all reasonable endeavours to identify and assign a replacement interpreter.
- 3.4 The Client shall ensure that all Client Materials:
- (a) are of a sufficient quality and integrity to enable RWS to provide the Services;
 - (b) do not infringe any third party's copyright or other intellectual property rights;
 - (c) are not defamatory or otherwise libellous; and
 - (d) do not breach any other law, statute, ordinance or regulation.
- The Client agrees to indemnify RWS against any loss, liability, damage, cost and expense (including reasonable legal fees and expenses) incurred by RWS in connection with claims made or brought against RWS by a third party alleging that the Client Materials, or the use thereof by RWS (i) infringe the copyright or other intellectual property rights of any person, or (ii) are defamatory or otherwise libellous.
- 3.5 All Client Materials provided to the Company by the Client will be held or dealt with by the Company at the Client's risk, and the Client is solely responsible for ensuring that such Client Materials are insured against loss or damage while in RWS's custody. RWS reserves the right to destroy or otherwise dispose of any Client Materials which have been in RWS's custody for more than three months following completion of the Services to which they relate.
- 4. Prices and Payment**
- 4.1 Unless other invoicing terms are specified in a Contract, RWS shall invoice the Client for the Charges and any Expenses (together with VAT at the then applicable rate) on completion of the Services, provided that, where Services take (or are reasonably expected to take) more than 30 days to complete, RWS shall be entitled to issue interim invoices.
- 4.2 Unless other payment terms are specified in a Contract, the Client shall pay each invoice issued by RWS within 30 days from the date of the invoice. If the Client requests that RWS invoices a third party in respect of any Services and such third party fails to pay the invoice by the due date, RWS is entitled to reissue the invoice to the Client and the Client shall pay such invoice in full on receipt.
- 4.3 For the avoidance of doubt, the Client is not entitled to delay payment of an invoice issued by RWS as a result of any failure or delay in payment by the Client's own client or customer, even where the Client has notified RWS that the Services are being provided for the benefit of such client or customer.
- 4.4 In the event of a bona fide dispute, the Client shall pay the disputed invoice (or, if applicable, the disputed part of the invoice) within 7 days of the dispute being resolved in RWS's favour.
- 4.5 If the Client fails to pay an undisputed and overdue invoice within 7 days of receiving a written notice from RWS, then RWS reserves the right:
- (a) to suspend or terminate some or all outstanding Contracts; and

- (b) to charge interest at the rate of 3% above the base rate for the time being of the Bank of England per annum from the due date up to the actual date of payment on all unpaid invoices.

5. Confidentiality

RWS will keep information and documentation entrusted to it confidential, apart from information which RWS knew prior to its engagement by the Client without any obligation of confidentiality, or information which enters the public domain other than through the fault of RWS, or where RWS is required to disclose such information as a result of a binding order from an authority of competent jurisdiction.

6. Data Protection

6.1 In this clause, the terms “data processor”, “data controller” and “personal data” have the meanings given to them in the Data Protection Act 1998 (the “Act”). A “data subject” is an individual who is the subject of personal data.

6.2 The parties acknowledge that:

- (a) the provision of the Services may require processing of personal data on behalf of the Client by RWS; and
- (b) for the purposes of the Act the Customer is a data controller and RWS is a data processor.

6.3 RWS undertakes that in relation to any personal data that it processes on behalf of the Client it shall process such personal data only in accordance with the Contract or otherwise on the instructions of the Client.

6.4 The Client undertakes that it shall obtain all necessary consents from data subjects and provide all information to data subjects that is required to be provided under the Act for the processing of data in relation to the Services.

7. Non-solicitation

The Client agrees that it will not, at any time prior to the date falling twelve (12) months after the date of completion of the Services, solicit, directly or indirectly, the services of any employee or former employee of RWS or of any subcontractor of RWS who has at any time been involved with the provision of Services.

8. Cancellation and postponement

8.1 If the Client notifies RWS that it wishes, for any reason, to postpone or cancel any Services, RWS may (at its discretion) agree to such postponement or cancellation, subject always to the Client paying all Charges which have accrued and all Expenses that have been incurred up to the date of cancellation or postponement (as applicable).

8.2 RWS shall be entitled to terminate a Contract with immediate effect and without liability if it reasonably believes that the Client is or may be in breach of clause 3.4.

9. Liability

9.1 RWS shall not be liable, whether in negligence, for breach of contract, misrepresentation or otherwise, for:

- (a) any publication or printing errors, unless the final proof has been submitted to RWS for checking and approval prior to going to print; or
- (b) any errors in numbering or numerals, the checking of which is the sole responsibility of the Client; or
- (c) any errors in any amendment or modification made by the Client to a translation, unless RWS and the Client have expressly agreed that RWS is responsible for checking such amendment or modification; or
- (d) any indirect or consequential loss, damage, expense or cost of any kind suffered or incurred by the Client.

9.2 Subject to clause 9.1, the maximum aggregate liability of RWS under or in connection with a Contract, whether in negligence, for breach of contract, misrepresentation or otherwise, is limited, in respect of each event or series of connected events, to an amount equal to the higher of (i) 200% of the Charges payable under the Contract and (ii) £50,000.

9.3 The exclusions and limitation in clauses 9.1 and 9.2 shall apply to the fullest extent permissible at law, but RWS does not exclude liability for death or personal injury caused by the negligence of RWS, its officers, employees, subcontractors or agents, for fraud or fraudulent misrepresentation, breach of the obligations implied by section 12 Sale of Goods Act 1978 or section 2 Supply of Goods and Services Act 1982, or any other liability which may not be excluded by law.

10. Dispute resolution

RWS and Client agree that any disagreements about the quality of the Services shall be referred to an arbitrator to be agreed and appointed by the parties or, if the parties fail to agree, by an arbitrator appointed by the President of the Chartered Institute of Arbitrators.

11. Force Majeure

In the event of Force Majeure (which shall include strike, fire, industrial dispute, civil commotion, natural disaster, acts of war and any other situation which can be shown to have materially affected RWS's ability to undertake and complete the Services as agreed), RWS shall notify the Client as soon as it becomes aware of such event, indicating the circumstances. An event of Force Majeure shall entitle either RWS or the Client to terminate the Contract with immediate effect, subject to the Client paying RWS for all Services completed and Expenses incurred up to the date of termination. RWS shall not be liable for the consequences of non-performance or any delay in completion or delivery of Services as a result of Force Majeure.

12. Assignment and subcontracting

12.1 Neither party shall assign its rights or obligations under a Contract without the prior written consent of the other party.

12.2 RWS is entitled to subcontract some or all of the Services, provided that RWS shall remain solely responsible for the acts and omissions of its subcontractors.

13. Waiver

The waiver by either party of a breach or default of any of the provisions of a Contract by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

14. Jurisdiction

Each Contract is governed by English law and RWS and the Client irrevocably submit to the non-exclusive jurisdiction of the English Courts, provided that nothing in this clause shall prevent RWS from taking legal action against the Client in any jurisdiction in which the Client carries on business.