



## Wordsmith Translation Terms & Conditions

### General

1. The present Terms and Conditions apply to all privities between Wordsmith Translation and the Client.

### Quotes & Orders

2. Quotes are drawn up without obligation and include all applicable taxes. The amount on the final invoice may vary from that quoted by 10%, either greater or less.
3. The contract is considered to be concluded and the Terms & Conditions accepted when the Client accepts in writing (via letter, fax or email) the quote issued by Wordsmith Translation).
4. In the absence of a quote, the contract is considered to be concluded and the Terms & Conditions accepted when Wordsmith Translation receives a written order from the Client.
5. In the case of large mandates, Wordsmith Translation reserves the right to request partial or complete advance payment before commencing or pursuing an order.
6. In case of any modification made to the order by the Client after acceptance of the quote, Wordsmith Translation reserves the right to modify the price and time frame accordingly.
7. In case of disagreement on the principle, time frame or price of the modified contract, payment for all work completed before the modification request, including any expenses incurred, must be made to Wordsmith Translation.
8. If an order is cancelled by the Client, he/she must pay for all work completed by the Translator up to the date of cancellation, as well as an indemnity calculated on the standard hourly rate for the research work already carried out.
9. Any formatting work is invoiced in addition to translation costs based on a predetermined hourly rate.

### Confidentiality

10. Wordsmith Translation is committed to protecting the confidentiality of the texts and data provided by the Client.

### Delivery

11. Texts are delivered at no cost to the Client by either email or, if required, by priority mail.

12. Wordsmith Translation is in no case responsible for the loss of any documents sent by mail, nor for any loss or damages that this event may involve as a consequence.
13. All documents are considered delivered to the Client as from their send date, whether sent by email, surafce mail, fax or courier.
14. All data sent by email is considered delivered when the email provider displays the send confirmation screen.
15. Insofar as is possible and upon request, the Client will supply information on the text to be translated, along with the documentation and terminological indications available to him/her. If this information is supplied to Wordsmith Translation later than indicated, delivery of the translation will be delayed by the same amount of time.

### Rates & Payment

16. Unless otherwise stated, translation rates are calculated in blocks of 100 words or part thereof.
17. The standard unit rates appear on the Wordsmith Translation website and may be sent via email upon request. They do not include taxes.
18. Any translator subject to GST will inform the Client of this when the order is placed.
19. Unless otherwise stated, editing and terminology are invoiced according to an hourly rate.
20. A minimum amount of AUD\$50 applies to all orders.
21. Standard rates are increased for urgent work which requires the Translator to become immediately available in order to meet volume and time requirements or which requires the Translator to work at night, on the weekend or on a public holiday.
22. Unless otherwise stated, invoices must be paid in full within 14 calendar days from the date of the invoice. Late payment may cause interest to be charged to the Client.
23. Unless otherwise stated, all invoices must be paid in a single full payment.
24. Payments made by international bank transfer may attract a AUD\$15 bank fee, payable by the Client.
25. Where the services of a debt collector are required to obtain payment, these fees will be payable by the Client.

### Intellectual Property

26. The Client guarantees Wordsmith Translation's protection against any third party claim for any violation of ownership rights, copyright, patent or any other intellectual property rights in relation to the execution of the mandate.

### Disputes

27. The Client must inform Wordsmith Translation in writing of any dispute concerning the work delivered within ten working days from the date of delivery of the order. In no case does a dispute relieve the Client's obligation of payment.
28. Where the dispute is founded – quality obviously insufficient, e.g. incorrect translation, misleading translation, recurrent spelling or grammatical errors –, the Translator promises to correct the document within a reasonable time frame. Where the Translator is unable to satisfy the Client's requirements within reason in regards to the work to be completed, Wordsmith Translation may agree to a reduction in fees.

### Responsibility & Guarantee

29. Wordsmith Translation may only be held responsible for damages which are the obvious and direct result of an oversight or negligence on the Translator's part. Under no circumstances may Wordsmith Translation be held responsible for any other form of damages such as deteriorations, delays or loss of earnings. Wordsmith Translation's responsibility may under no circumstances exceed the net sum of the invoice for the order in question.

### Termination

30. Where the Client fails to fulfill his/her financial obligations, including bankruptcy, extension of deadline for payment or liquidation of the Client's business, Wordsmith Translation reserves the right to partially or entirely terminate the contract with immediate effect or to postpone its execution without obligation of any form of compensation. Moreover, Wordsmith Translation may demand immediate payment of the amount owing.
31. Where the Translator is no longer able to complete an order due to circumstances beyond his/her control, Wordsmith Translation nonetheless maintains the right to payment for the work completed thus far and the reimbursement of any expenditure or costs incurred.

### Law Applicable

32. The present Terms & Conditions are subject to Australian law. The courts of Queensland shall be the only recognised authority for any resulting litigation.

Establishment date: 17.4.08