

TERMS & CONDITIONS

1 Definitions

In this Agreement, unless the context otherwise requires, the following expressions shall be given the following meanings:

'Ablewords' means the Party providing a Translation or Editorial Service in the normal course of business. Maren Feller trading as Ablewords shall normally be the creator of a Translation and/or provider of an Editorial Service unless the Client has been explicitly informed that the task will be subcontracted.

'Agreement' means these standard terms of business.

'Assignment' means the period during which Ablewords performs services or carries out work for or on behalf of the Client or as otherwise agreed between the Client and Ablewords, commencing at the time Ablewords first starts such work and services and ending upon the cessation by Ablewords of all such work and services.

'Client' means the Party commissioning a Translation and/or Editorial Service in the normal course of business.

'Confidential Material' means any sensitive or private information regarding the Client or their business.

'Edited Text' means the commissioned work produced by Ablewords using proofreading or editing skills.

'Editorial Service' means the performance of a proofreading and/or other editorial service.

'Party' or the 'Parties' means the Parties to this Agreement. Such Parties may be natural or legal persons.

'Source Material' means any text or other medium provided by the Client to Ablewords which contains a communication which is to be translated or edited, and may comprise text, sound and/or images.

'Third Party' means any party who is not a Party to this Agreement.

'Translation' means the commissioned work produced by Ablewords using translation skills.

'Translation Task' means the preparation of a Translation.

2 Copyright in Source Material and Translation Rights

2.1 Ablewords accepts an order from the Client on the understanding that performance of the Translation Task or Editorial Service will not infringe any Third Party rights. Accordingly the Client warrants to Ablewords that:

- 1) the Client has full right and authority to enter into this Agreement, having acquired the right and licence to translate and publish the Source Material; and
- 2) the Source Material does not infringe the copyright or any other right of any person.

2.2 The Client undertakes to keep Ablewords harmless from any claim for infringement of copyright and/or other intellectual property rights in all cases.

2.3 The Client likewise undertakes to keep Ablewords harmless from any legal action including defamation which may arise as a result of the content of the original Source Material or its Translation or Edited Text.

3 Fees, Terms of Payment and Delivery

3.1 Fees quoted are exclusive of VAT and delivery charges.

3.2 In the absence of any specific agreement, payment in full to Ablewords shall be effected not later than fourteen (14) days from the date of invoice by the method of payment specified.

3.3 For long Assignments, Ablewords may request an initial payment and periodic partial payments on terms to be agreed. Settlement of any invoice, part-invoice or other payment shall be made by the due date agreed between the Parties or in the absence of such agreement within the period stipulated in clause 3.2.

3.4 Where delivery is in instalments and notice has been given that an interim payment is overdue, Ablewords shall have the right to stop working on the task at hand until the outstanding payment is made or other terms are agreed. This action shall be without prejudice to any sums due and without any liability whatsoever to the Client or any Third Party.

3.5 Ablewords reserves the right to claim interest and apply recovery costs in the case of late payment of invoices.

3.6 Any delivery date or dates agreed between Ablewords and the Client shall become binding only after Ablewords has seen or heard all of the Source Material to be translated and/or edited and has received complete instructions from the Client. The date of the delivery shall, however, not be of the essence unless specifically agreed in writing. Dates or periods for the completion of Translation Tasks or Editorial Services are at best estimates, and whilst Ablewords shall make every reasonable effort to meet the Client's requirements, she is not liable for the consequences of any delay.

3.7 If on receipt of the item to be worked on or at an early stage it becomes apparent that significantly more work is required than had been anticipated in the preliminary discussion/brief, or if during the term of the performance of the work, additional tasks are requested by the Client, Ablewords may renegotiate the fee and/or the deadline.

4 Acceptance and Refusal of Services

4.1 All Clients' orders are given subject to confirmation by Ablewords upon receipt, and only after all of the Source Material and complete instructions have been provided by the Client. No contract shall be concluded until such confirmation is given.

4.2 Ablewords reserves the right to refuse services to any Client or prospective Client for any reason and without explanation.

5 Copyright in Translations and Edited Texts

5.1. In the absence of a specific written agreement to the contrary, copyright in the completed Translation and/or Edited Text shall be assigned to the Client, effective only on payment of the agreed fee in full.

5.2 All Translations and Edited Texts are subject to Ablewords' right of integrity. If a Translation or Edited Text is in any way amended or altered without the written permission of Ablewords, she shall not be in any way liable for amendments made or their consequences.

6 Confidentiality and Safe-keeping of the Client's Documents

6.1 No documents provided by the Client as Source Material or additional information for a Translation Task and/or Editorial Service shall be deemed to be confidential unless this is expressly stated by the Client.

6.2 However, Ablewords shall at all times exercise due discretion in respect of disclosure to any Third Party of any information contained in the Client's Source Material or Translations/Edited Texts thereof without the express authorisation of the Client.

6.3 Notwithstanding clause 6.2, the Parties agree that a Third Party may be consulted over specific translation terminology or editorial queries in relation to the Source Material.

6.4 Ablewords shall be responsible for the safekeeping of the Client's documents and copies of the Translations or Edited Texts, and shall, where necessary, ensure the secure disposal of any hard copies thereof. However, Ablewords reserves the right to hold the Translation/Edited Text in a database of previous Translations/Edited Texts.

6.5 If requested to do so by the Client, Ablewords shall insure documents in transit at the Client's expense.

7 Cancellation and Frustration

7.1 If the Client for any reason cancels work which he or she has commissioned, charges will be payable for all the completed work up to the cancellation date and for all other costs and expenses that may accrue because of such cancellation. The work completed shall be made available to the Client.

7.2 If a Client goes into liquidation (other than voluntary liquidation for the purposes of reconstruction) or has a receiver appointed or becomes insolvent, bankrupt or enters into any arrangement with creditors, Ablewords shall have the right to terminate a contract.

7.3 Neither Ablewords nor the Client shall be liable to the other or any Third Party for consequences which are the result of circumstances wholly beyond the control of either Party.

7.4 Ablewords shall notify the Client as soon as is reasonably practical of any circumstances likely to prejudice her ability to comply with the specific requirements of the Client's order and assist the Client as far as reasonably practical to identify an alternative solution.

8 Complaints

8.1 If a Translation or Edited Text provided by Ablewords is unsatisfactory and does not meet the agreed order requirements, it will be rectified by Ablewords at her own expense, on the condition that Ablewords has been notified in writing of all alleged defects.

8.2 Any complaint in connection with a Translation or Edited Text shall be notified to Ablewords by the Client (or vice versa) within fourteen (14) days of the date of delivery of the completed work.

9 Responsibility and Liability

9.1 The Translation Task and/or Editorial Service shall be carried out by Ablewords using reasonable skill and care and in accordance with the provisions and spirit of the Code of Professional Conduct of the Institute of Translation and Interpreting. Time and expense permitting, Ablewords shall use her reasonable commercial endeavours to do the work to the best of her ability, knowledge and belief and consult such authorities as are reasonably available to her at the time.

9.2 A Translation shall be fit for its stated purpose and target readership and the level of quality specified. Unless specified otherwise, Translations shall be deemed to be required to be of "for information" quality.

9.3 The liability of Ablewords on any grounds whatsoever shall be limited to the invoiced value of the work, except where in connection with any consequences which are reasonably foreseeable and the potential for such liability is expressly notified to Ablewords in writing.

9.4 Neither Party shall be liable to the other in respect of any consequential or indirect loss whatsoever.

10 Applicability and Jurisdiction

10.1 This Agreement shall come into effect either (1) when the Client commences delivery of the Source Material; or (2) when Ablewords confirms the acceptance of the Client's order for the Translation Task and/or Editorial Service; or (3) when Ablewords provides any services under the Agreement, whichever is the earlier.

10.2 No waiver of any breach of any condition in this Agreement shall be considered as a waiver of any subsequent breach of the same or any other provision.

10.3 These terms are governed by and construed in accordance with German law, and the Parties shall be subject to the exclusive jurisdiction of the courts of Germany.

10.4 Ablewords reserves the right to modify these terms and conditions without notice.