

GLOBAL COMMUNICATORS

TERMS OF BUSINESS

1.0 Definitions

1.1 In the following Terms 'The company' means Global Communicators or any other company wholly owned by the said Global Communicators. 'Client' means any company, firm or person to whom the company shall supply or contract to supply work.

2.0 Application

2.1 No terms other than those set out herein nor any variation thereof shall be binding on the company unless otherwise specifically agreed in writing by a director of the company. These Terms shall be incorporated in every offer, acceptance and contract for work by the Company and subject to the foregoing any terms proposed by the Client are hereby excluded.

3.0 Copyright in Original Texts, and Translation Rights

3.1 The Company accepts an order from the Client on the understanding that the Client holds translation rights in the original text or will be using the translation only for the purposes of study, in which case the question of infringement of rights does not arise. In all cases, the Client undertakes to keep the Company harmless from any claim for infringement of copyright and/or translation rights, likewise from any legal action including that which may arise between individuals as a result of the content of the original text or its translation.

4.0 Fees and Quotation

4.1 In the absence of any specific agreement on the fee to be charged, this shall be determined by the Company. Any fee estimated or agreed by the Company on the basis of the Client's description of the text may be subject to amendment if, in the Company's opinion on sight of the text, that description was materially inadequate or inaccurate.

4.2 Subject to 4.1, a quotation once given after sight of copy by the Company shall remain valid for acceptance within a period of thirty days from the date on which it was given, after which time it may be subject to revision.

4.3 Where VAT is chargeable, it shall be additional to the fee. Return postal charge will normally be borne by the Company except where the cost involved is exceptionally high relative to the value of the translation (for example because of bulky reference material) in which case a proportion of the amount may be chargeable to the Client. Other special expenses incurred in connection with the translation may also be charged in addition to the fee. Where delivery requested by the Client involves expenditure greater than the cost of first class post, the additional cost shall be chargeable to the Client unless the reason for the additional cost is attributed to the Company.

5.0 Delivery and payment

5.1 Any delivery date or dates agreed between the Company and the Client shall be binding only after the Company has had sight of the full text to be translated, and may be subject to amendment in the light of any changes in the requirement made subsequently by the Client.

5.2 Payment for work shall be made within 28 days from the date of invoice unless otherwise specifically agreed in writing by a direction of the Company. Unpaid Invoices are subject to a 10% surcharge per month

6.0 Copyright in translation

6.1 For texts which are published and sold in the open market, in the absence of a specific written agreement to the contrary, copyright in the translation remains the property of the Company. Where the translation is known by the Company to be intended for publication, it is agreed that the Company grants to the Client a licence to publish the translation on a single occasion, in consideration of the agreed fee and when this has been paid. Where copyright is assigned, this is likewise effective only on payment of the agreed fee in full. Where work on a translation is started but the translation is not completed (see 8.1), copyright in the incomplete translation remains the property of the Company, and the conditions applicable to assignment of copyright and those applicable to the grant of a licence to publish shall be as specified above in relation to a completed translation.

6.2 Where documents, advertising and promotional material are to be used for normal business purposes, it is accepted as standard business practice that payment of the fee to the Company automatically transfers to the Client in perpetuity all rights in the text, including copyright and the right to amend, and the Company shall have no further claim on the Client in respect of that translation (see 7.1 & 7.2) unless otherwise agreed in writing.

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

7.1 The Company shall at no time disclose to any Third Party any information contained in the Client's original documents or translations thereof, without the expressed authorization of the Client.

7.2 The Company is responsible for the safe-keeping of the Client's document or translations thereof, including copies, while these are in the Company's keeping, and shall ensure their secure disposal.

7.3 If requested to do so by the Client, the Company will insure documents in transit from the Company, at the Client's expense.

8.0 Translators, interpreters and proof-readers

If any client or associate uses the services of a relevant person other than by submitting the work to this Company, the Client shall forthwith pay to the Company:-

- a) A sum equal to 20% of the gross annual remuneration of such relevant person or a sum of £3,000 whichever shall be higher, and
- b) In any other case, the sum of £4,000 for each year the relevant person is so used.

9.0 Cancellation

9.1 If work is commissioned and subsequently cancelled, the Client shall pay the Company either a sum equal to the proportion of the complete fee which work completed bears to the original text and a further sum charged on the time basis for preliminary research and enquiries or shall pay the Company some other compensatory sum to be agreed between the parties. The work completed shall be available to the Client.