

NYA Translation Services – Nicole Y. Adams, M.A.

General Terms & Conditions

1. Applicability

These Terms of Business apply to agreements between NYA Translation Services and its clients. They shall be subject to any detailed requirements or variants expressly specified in the order relating to a particular translation task.

The client's Terms of Business shall apply to NYA Translation Services only if they have been expressly accepted by NYA Translation Services. All orders and any order cancellations must be confirmed in writing.

2. Quotations and Estimates

No fixed quotation shall be given by NYA Translation Services until all the source material and firm instructions have been received from the client. Estimates shall not be considered binding. Binding quotations shall remain valid for the period of thirty days from the date on which it was given.

3. Copyright

The translation remains the property of NYA Translation Services until full payment has been received from the client. The copyright for the translation remains with the translator unless otherwise agreed.

4. Payment

Payment in full to NYA Translation Services shall be effected no later than 15 days from the date of invoice by the method of payment specified.

In the absence of any specific agreement, the fee to be charged shall be determined by NYA Translation Services on the basis of the nature and difficulty of the performed work. If reasonably justified, NYA Translation Services can withhold the completed work until full payment has been received in advance.

The Directive 2000/35/EC on combating late payment applies. Implementation on national law can be found here: http://ec.europa.eu/enterprise/regulation/late_payments/implementation.htm

5. Confidentiality

NYA Translation Services shall keep strictly confidential all information received in connection with any translation assignment or enquiry. Nevertheless, a third party may be consulted over subject-related and specific terminology queries, provided that there is no disclosure of confidential material.

6. Errors

In case of errors or omissions in a translation task, NYA Translation Services shall be entitled in all events to remedy such defects within a reasonable time and at no cost to the client. The client shall notify NYA Translation Services of any such defects within 7 days of receipt of the translation and specify precisely the nature of any defect to be remedied. Any complaint in connection with the performed work shall be notified to NYA Translation Services by the client within 14 days of the date of delivery of the translation. Upon receipt of payment the translation is considered accepted by the client and the client is no longer entitled to raise complaints or request remedial action of any defects raised after payment was made.

7. Responsibility and Liability

Time and expense permitting, NYA Translation Services shall use its best endeavours to do the work to the best of its ability, knowledge and belief. A translation shall be fit for its stated purpose and target readership, and the level of quality specified.

NYA Translation Services shall be liable for any damages due to intent and gross negligence. Liability for damages due to slight negligence shall be limited to breach of material contractual obligations. The liability of NYA Translation Services on any grounds whatsoever shall be limited to the invoiced value of the work.

8. Provision of Information

The Client shall inform NYA Translation Services sufficiently ahead of time of any particular requirements regarding the translation (e.g. delivery format, number of copies, layout).

If a translation is intended for publication, the client shall submit a typeset proof of the translation to NYA Translation Services before printing.

The client shall volunteer to NYA Translation Services in sufficient time any information and documentation required to prepare the translation (such as client's glossaries, illustrations, drawings or prior translations).

NYA Translation Services shall not be responsible for any defects resulting from non-compliance with these obligations.

9. Governing Law

These terms of business will be construed in accordance with Australian law and are subject to the exclusive jurisdiction of the Australian courts.

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

Last updated: January 2011