

# Apostrophe Ltd. Terms and Conditions

These Terms and Conditions apply to all contractual relationships between Apostrophe Ltd. ("Provider") and its Clients, and constitute the entire agreement between the parties, except where agreed otherwise in writing. All other terms and conditions express or implied or otherwise are excluded. New Zealand law shall apply to the contract, and the parties submit to the jurisdiction of the New Zealand Courts. If any provision of these Terms is invalid or unenforceable in whole or in part, the validity and enforceability of any other provisions and the remainder of the provision in question shall not be affected.

## 1. SERVICES

- a) The Services offered to Clients are those of translation and/or revisions and/or interpreting. Translations apply to text material only. Images and graphics may not be reproduced.
- b) It is understood that any translated or revised work will not form the substance of any legal agreement without prior review by an appropriate legal advisor.

## 2. DELIVERY AND CANCELLATION

- a) Unless otherwise agreed, translation delivery is via electronic means. Other delivery methods may be agreed in advance and may incur additional charges. Delivery date/time is that of dispatch. Notwithstanding, time shall not be of the essence.
- b) If the Client cancels or withdraws any portion of an item to be translated or revised prior to completion by the Provider, then the Client shall pay the Provider the portion of the fee agreed for the complete job represented by the portion of total text translated or revised as determined by the Provider, but in any event not less than 50% of the fee.
- c) The Client accepts that the following will be invoiced for interpreting work: briefing sessions, interpreting time, and waiting time. Travel expense reimbursement by the Client will be arranged by prior written agreement.
- d) Interpreting bookings made for weekends, public holidays, and outside normal business hours (M-F, 08:00 – 17:00, New Zealand time) will incur a surcharge. Should an interpreting appointment exceed the agreed hours, the extra time will be invoiced at the Provider's applicable hourly rates.
- e) If an interpreting assignment or other appointment is cancelled by the Client with less than 48 hours but more than 24 hours' notice, 50% of the anticipated fee for the job will be charged together with any expenses already incurred. Where the Client provides less than 24 hours' notice or does not attend an agreed appointment the full fee for that appointment will be payable.
- f) Notice shall be served via electronic means, normally email.

## 3. PAYMENT TERMS

- a) All invoices will be payable in New Zealand dollars unless agreed otherwise in advance. Provider is not GST registered.
- b) Additional fees will be payable in the event any of the following are required to complete any work.
  - i. Any investigation or research beyond that for routine translation required because of ambiguities in the item(s) translated.
  - ii. Additional services required because the Client has made changes to be translated after confirmation of the order.
  - iii. Changes to a translated or revised text not required for accuracy, but requested by the Client after delivery, because of the Client's preferences as to style or vocabulary.
  - iv. All out-of-pocket travel expenses will be invoiced at cost. Travel time will be charged at a rate agreed in advance.
- c) Payment shall be made before commencement of the job or by prior arrangement. Credit terms must be agreed in writing in advance, in which case payment shall be made no later than the 20<sup>th</sup> of the month following the month of invoice. Any payments for fees or costs not received by the Provider by due date will be deemed late and interest at the rate of 2% per month may be charged. The Client shall also pay all the Provider's costs in collecting late payments due from the Client, including all legal fees.
- d) By paying or accepting an invoice, the Client agrees to these Terms and Conditions.

## 4. DISPUTES

- a) Any dispute as to the accuracy of any translation or revision or the quality of any service provided under these Terms must be advised, in writing, preferably within thirty days of delivery.
- b) Where any dispute arises between the parties, both parties agree to try to settle the dispute through negotiation first. If the parties are unable to resolve the dispute by negotiation within 21 days of receipt of the written notice from the first party, the parties must immediately refer the dispute to mediation under the guidelines of the Resolution Institute of New Zealand.
- c) The Provider will translate according to the principles and ethics of the NZSTI. However, all translations can vary linguistically depending on their nature and purpose. The fact that there is more than one interpretation of the source material and that it could be translated differently does not entitle the Client to refuse payment or reject the final translation as unsatisfactory.
- d) The original English text of these Terms and Conditions shall prevail over versions published in any other language.

## 5. LIABILITY

- a) To the extent permitted by law, liability is limited to the return of any amount paid and/or waiver of any amount payable for the translation, revision, interpreting or other service.
- b) To the extent permitted by law, all implied warranties are excluded.
- c) The Provider shall not be liable for any loss, damage, expense, or any other direct, indirect or consequential loss or damage whatsoever arising out of or in relation to the translation or interpretation.
- d) The Provider shall have no responsibility for any change made to a translation or revision by any person other than the Provider.
- e) The Provider shall have no liability to the Client for delays due to any cause beyond the Provider's reasonable control.

## 6. DOCUMENT OWNERSHIP AND CONFIDENTIALITY

- a) The Client warrants that any original documentation, final translation, or their electronic copies and its use by the Provider as requested by the Client shall be lawful and will not infringe the copyright or other intellectual property rights of any third party, and the Client shall indemnify the Provider against any loss, damages, cost, expenses or other claims arising from any infringement.
- b) Any original documentation or information provided by the Client is confidential, and any translated work and any information gained in the course of an interpreting assignment shall be kept confidential by the Provider. The foregoing shall not apply to any documentation or other information which is or becomes public knowledge through no breach of this provision by the Provider.