

## COMMUNITY TRANSLATION SERVICES by Together-Razem Centre

### Terms & Conditions

The following Terms and Conditions constitute a legally binding agreement (“The Agreement”) between you (“Client”) and Together-Razem

By using our services and signing “Order Form”, you agree to be bound by these Terms and Conditions of Service.

For the purposes of this Agreement:

- “Source Material(s)” shall mean any documents: electronic or other files that the Client transmits to Together-Razem Centre that are intended to be the subject of our translation services.
- The final translated version of the Source Material(s) shall be referred to as “Deliverable” or “Deliverables”
- Each order or request for the provision of Services shall be referred to as an “Order”.
- Together-Razem is a company with charitable status so all charges are counted as donations towards the Centre.
- The charge for the translation is based on word-count, and service requested. The word-count, as determined by Together-Razem is final and non-negotiable. All prices and rates quoted are subject to change without notice prior to formal acceptance of any Order.
- Together-Razem reserves the right to charge for additional Services requested after an Order has been accepted.
- It is the responsibility of the Client to select the appropriate service for the translation of the Source Material(s). Together-Razem will not accept any responsibility if the service selected does not meet the specific requirements of the Client.
- The Client can request a translation by email, by post, by service available on [poradniaonline.org](http://poradniaonline.org) or by calling to our offices in person.
- Together-Razem will not be liable to correct any errors or omissions that were inherent in the original Source Material(s) and which may or may not affect the quality of the Deliverable.
- Together-Razem reserves the right to refuse to translate any Source Material(s) that is/are of an offensive nature, defamatory, obscene, in breach of any statutory or regulatory obligation, or is otherwise considered inappropriate by Together-Razem whose decision in all matters shall be binding and conclusive.
- Together-Razem will provide an estimate service on request. All prices are quoted exclusive of VAT. The quotation is provided on a without prejudice basis, based on the information furnished and shall be subject to such Terms and Conditions and fees as Together-Razem may direct.

- Delivery time will be agreed on between both parties. Together-Razem will use its best efforts to meet any agreed deadlines but does not accept liability for any delay in delivery. Together-Razem reserves the right to amend the delivery date and will make all reasonable efforts to contact the Client if there is any change in a projected Delivery Date.
- For customers who are not registered in Together-Razem database, payment is due on receipt of order. For account customers, payment is due on collection time.
- Together-Razem s reserves the right to decline any Order or to cancel any Order prior to delivery.
- The Client has 10 days from receipt of the final Deliverable to inform Together-Razem of any errors or omissions contained in the translated work. Together-Razem will make the necessary corrections free of charge and within a reasonable timeframe.
- The Client represents and warrants that it owns or is licensee of the Source Material(s) and all components thereof, and that translation of the Source Material(s) and publication, distribution, sales or other use of the deliverable shall not infringe upon any copyright, trademark or patent, or other right of any third party. The Client represents and warrants that Source Material(s) submitted to Together-Razem is/are of good quality and free from errors or spelling mistakes.
- Together-Razem s makes no representations or warranties of any kind, except as set forth above. Without limiting the foregoing, the services are provided on as “as is” and “as available” basis and without any other warranties of any kind, express or implied, including the implied warranties of merchantability, fitness for a particular purpose, or non-infringement of proprietary rights.
- Together-Razem shall not be liable for any incidental, special or consequential damages or loss of any nature whatsoever, nor for any claim against the Client by any other person or entity, arising from or relating to services rendered by Together-Razem, regardless of the nature of the claim or the form of the cause of action, whether in contract or in tort, or otherwise, and even if Together-Razem has been advised of the possibility of such damages by anything contained in related proposals and other documentation. Together-Razem shall not be responsible for any loss of or damage to, nor the return of, any Source Material(s). The maximum liability to the Client if any by Together-Razem shall in all cases, other than those involving death or personal injury, be limited to the value of the Order.
- In the event that the Client breaches this Agreement, Together-Razem shall have the right to terminate immediately, whereupon the Client shall pay the full purchase price provided hereunder for the services completed and for all work in progress. In the event that Together-Razem breaches this Agreement, the Client shall have the right to terminate whereupon

Together-Razem shall return to the Client all Source Material(s) and data supplied by the Client together with all Deliverables that exist as of the date of termination.

- All right, title and interest in and to the Source Material(s) and, except as hereunder provided, the Deliverables, and any and all patent rights, copyright, know-how, and trade secrets therein are and remain the sole and exclusive property of the Client. Notwithstanding the above, the Client acknowledges that Together-Razem is the sole and exclusive owner of all right, title, and interest in and to all methodology, information, software, and databases used in translating the Source Material(s), and inventions, methodology, innovations, know-how, and databases developed by Together-Razem in the course of translating the SourceMaterial(s), including any and all patent rights, copyrights, know-how, and trade secrets therein. Provided that the Deliverables and copyright, know-how and trade secrets therein shall remain the property (but not the risk) of Together-Razem until Together-Razem shall have been paid in full for such Deliverables.
- The nature of the work performed and any information transmitted to Together-Razem by the Client shall be confidential. Together-Razem shall not, without the prior consent of the Client, divulge or otherwise disclose such information to any person other than authorised employees or authorised subcontractors of Together-Razem whose job performance requires such acts. The provisions of this paragraph shall not apply to the extent Together-Razem is required by law to divulge such information or to the extent such information is or becomes a matter of public knowledge other than by disclosure by Together-Razem
- The Client shall indemnify, defend, and hold harmless Together-Razem, its owners, directors, officers, employees, representatives, agents, successors and assigns from and against any and all losses, damages, costs and expenses, including reasonable legal fees, resulting from, arising out of or incidental to any suit, claim or demand based on (i) the performance of this Agreement by either party, (ii) the Client's breach of the covenants, representations and warranties made by it herein, (iii) the manufacture, advertisement, promotion, sale or distribution of any items by the Client, (iv) any taxes and duties, levies, tariffs, or like fees that may be imposed by any government or collective authority upon manufacture, advertisement, promotion, use, import, licensing or distribution of items by the Client, or (v) any claim that any element of the Deliverable infringes any copyright, trademark, patent, or other proprietary right.
- All disclaimers, indemnities and exclusions in the Agreement shall survive termination for any reason.
- If any part of these Terms and Conditions is held to be unlawful, invalid or unenforceable, that part shall be deemed severed and the validity and enforceability of the remaining Terms and Conditions shall not be affected.

- Together-Razem s will not be held liable for any late delivery caused by technical faults such as and including modems, server downtime, faxes, email or late delivery caused by carrier services such as post or couriers.
- This Agreement is to be governed by and construed in accordance with Irish Law. Any disputes shall be subject to the exclusive jurisdiction of the Irish courts.
- Together-Razem will correct the following errors free of charge: outright mistranslation, omission, typo, grammatical mistake, non-adherence to any approved glossary. The sole obligation of Together-Razem with respect to errors is the obligation to correct the Deliverable at no cost to the client.
- Together-Razem represents and warrants that it will perform all work in a manner consistent with its standard procedures. Clients represent and warrant that they own or are the licensees of the Source Materials and all components thereof, and that the translation of the Source Material and publication, distribution, sale or other use of the Deliverable will not infringe any copyright, trademark, patent or other right of any third party.
- Together-Razem makes no warrant that use of the Deliverables or use of any information relating thereto or contained therein will not infringe any patent, copyright, or trade secret or any other proprietary right of any third party.
- All complaints must be reported in writing to Together-Razem Obvious deficiencies may only be complained of within ten working days after the translation is conveyed or transmitted; other deficiencies must be complained of within ten working days of discovery of the deficiency. The departure of the translation from us is considered to be the time of its conveyance or transmission. In the case of mailing, two working days are added.
- If a deficiency has been properly and timely reported, we are entitled to correct same. The Client must give us the necessary time and opportunity to remedy the deficiency. If a Client complaint of deficiencies proves to be unjustified, we may request reimbursement of the resulting costs we have incurred. We are entitled to make the remedy conditional on the payment by the Client of the purchase price. However, the Client is entitled to retain a portion of the purchase price that is reasonable in relation to the deficiency.
- If the remedy is impossible due to the nature of the work or it has failed or it has been delayed for more than a reasonable time or if it can otherwise be refused according to statutory provisions, the Client is entitled to reduce the price or, in the case of a considerable deficiency, to rescind the contract.
- Together-Razem accepts no liability for delays or deficiencies that are a result of incorrect or incomplete transfer of the source text from the Client to us or that result from ambiguous or incorrect wording in the source text.

- Together-Razem accepts no liability for damaged, incomplete or lost texts and data transferred through electronic transfer.
- Together-Razem accepts no liability for resulting loss when the text proves to be unsuitable for the intended use or its publication or advertisement must be repeated due to a defective adaptation or where it results in damage to the Client's reputation or image, unless the intended use was indicated when the order was place.
- Together-Razem accepts no liability for damages that result from printing a deficient translation if the Client did not indicate, when requesting the work, that the translation was intended for printing, did not provide us with galley proofs prior to going to press or the text was printed without clearance from us.