



General Terms and Conditions

All relations between the Client and *NYA communications*, represented by its proprietor, Nicole 'Nixie' Adams, resident of Australia, shall be governed by the following General Terms and Conditions. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

General provisions

Power of representation

Quotes shall be signed by *NYA communications* and a representative who has been granted power by the Client to confirm the service in question and cover its costs.

Validity

The validity date will be specified in each quote. After such date, *NYA communications* shall not be obliged to provide the service. Should the Client wish to confirm the service after such time, *NYA communications* will provide a new quote with the applicable updated conditions.

Acceptance of quote

Unless otherwise stated in the relevant quote, *NYA communications* shall consider accepted only those quotes that have been duly signed by the Client or an authorised representative, and in cases where upfront payment is required only after receiving either the corresponding payment via bank transfer or proof of payment of the quoted amount. Payment implies acceptance of the conditions specified in the quote and of the

General Terms and Conditions laid down in this document, even if the Client did not return a signed copy of the quote in question to *NYA communications*.

For regular Clients, a single invoice may be issued at the end of the month for all services provided during the month in question, in accordance with the conditions agreed upon at the beginning of the business relationship. Therefore, it will not be necessary for *NYA communications* to issue a quote and for the Client to submit an upfront payment for each assignment in such cases.

Document ownership

The Client warrants that any original documentation and its use by *NYA communications* as requested by the Client is lawful and will not infringe the copyright or other rights of any third party, and the Client will indemnify *NYA communications* against any loss, damages, cost, expenses or other claims arising from any such infringement or illegality. Further, the Client is not entitled to publish or otherwise use the translated or revised text in any form without having first paid the invoice total in full to *NYA communications* shall retain ownership of all translated or revised works until such full payment is received.

Confidentiality

Any original documentation or information provided by the Client is considered confidential, and any translated or revised work will be kept confidential by *NYA communications*. However, the foregoing shall not apply to any documentation or other information which is or becomes public knowledge through no breach of this provision by *NYA communications*.

Interest on late payments

All invoices for services for which no upfront payment is required are to be paid in full within 7 days from receipt of invoice unless otherwise stated in the quote. Where late payments occur, *NYA communications* reserves the right to charge interest subject to the provisions of the European Commission Late Payment Directive and *NYA communications'* own administrative fees. The Client will be responsible for any bank charges incurred due to late payments.

After 30 days from invoice date, *NYA communications* reserves the right to take legal action to recover any outstanding amounts. This will incur an administrative fee of €120, which will be added to the invoice total, and is in addition to any legal fees payable by the Client.

Liability

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 or other service, and no responsibility or liability is accepted for any consequential losses. To the extent permitted by law, all implied warranties are excluded.

NYA communications shall have no liability to the Client for any loss, damage, cost, expense or other claim arising from any original documentation or instruction supplied by the Client being incomplete, inaccurate, incorrect, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival.

NYA communications shall have no responsibility whatsoever for any change made to a translation or revision by any person other than a representative of *NYA communications*. Further, *NYA communications* shall have no liability to the Client for delays due to any cause beyond *NYA communications'* reasonable control.

Jurisdiction

Any dispute or litigation arising from the interpretation, execution, compliance or termination of the contract shall be submitted to the jurisdiction of the competent Australian courts and tribunals. In any case, the Australian legislation shall apply.

Severability clause

If any provision of these General Terms and Conditions is invalid or unenforceable in whole or in part, the validity and enforceability of the other provisions of these General Terms and Conditions and the remainder of the provision in question shall not be affected.

Translation process

In pursuit of the highest possible quality, linguistic accuracy and appropriateness, all translations are performed by Nicole 'Nixie' Adams and/or a qualified translator/reviewer in accordance with the requirements of the ISO 17100:2015 Standard for Translation Services.

Delivery date

NYA communications shall specify in the quote the delivery date agreed with the Client. Should the Client request an earlier delivery date after accepting the quote, and should *NYA communications* be able to meet such a request, the relevant surcharge will be communicated to the Client and, in case of acceptance, the translation will be delivered by the new agreed-upon delivery date.

Layout formatting and desktop publishing

The Client is advised to provide *NYA communications* with documents in editable formats (e.g. Word). Should this not be possible, a surcharge will be applied to the standard fee. Such a surcharge will be specified in each case. The translation is usually delivered in an editable format (e.g. Word) or in the same format as the file provided by the Client (e.g. PPT).

In the case of PDF documents, it is usually impossible to retain the original layout. Unless the Client requests an additional desktop publishing or layout formatting service, the cost of which will be specified in each case, *NYA communications* will deliver a non-formatted text (usually a Word file) and the Client will have the layout taken care of afterwards.

Terminology

If the Client wishes specific terms to be maintained in the translations, *NYA communications* must be provided with a glossary upon acceptance of the quote. Were the Client to inform *NYA communications* about this and/or request terminology changes only after the translation has been delivered, this would be regarded as a modification, thus incurring a surcharge.

Modifications

Any modification that the Client requests after accepting the quote – e.g. changes in the original documents, requests for specific terms to be used without indicating so in advance, additional requests for formatting services, a change in the deadline, etc. – shall imply an additional surcharge, which will be specified every time, depending on the specific case. Therefore, the Client's confirmation is required before *NYA Communications* will proceed with the work.

Additionally, any request based on stylistic preferences involving subjective views rather than objective language mistakes shall be regarded as a modification.

Disputes

Any dispute as to the accuracy of any translation or revision or the quality of any service provided under these General Terms and Conditions must be advised, in writing, within twenty working days of delivery.

Cancellation of service

If the Client cancels or withdraws any portion of an item to be translated or revised after the quote has been accepted and prior to completion by *NYA communications*, then the Client shall pay *NYA communications* the portion of the fee agreed for the complete job represented by the portion of total text already translated or revised, but in any event not less than 50% of the quoted fee.

Credit in publications

NYA communications reserves the right to request a review of the final version of all translations and revisions performed by *NYA communications* prior to printing and/or publishing. Further, *NYA communications* shall be named as the translator/reviewer in the credits of published work, failing which a 100% surcharge will apply.