

# Tales Limited Terms and Conditions

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These Terms apply to all contractual relationships between Tales Limited ("Provider") and its Clients, and constitute the whole agreement between the parties, except where agreed otherwise in writing. All other terms and conditions express or implied by statute or otherwise are excluded to the fullest extent permitted by law. 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 the other provisions of these Terms and the remainder of the provision in question shall not be affected.

## **1. SERVICES**

### **a) Definition:**

The Services offered to Clients are those of translation from the specified source language into the specified target language, the revision of a specified translation, copy-editing of texts, or copy-writing of texts.

### **b) Purpose:**

Any translated, revised, or drafted work is for the exclusive use of the Client in its ordinary course of business and will not be published or otherwise distributed for profit, without the prior written consent of the Provider. Furthermore, it is understood that any translated, revised, or drafted work will not form the substance of any legal agreement without prior review by an appropriate legal advisor.

## **2. DOCUMENT OWNERSHIP AND CONFIDENTIALITY**

### **a) Right to use documentation**

The Client warrants that any original documentation and its use by the Provider as requested by the Client shall be lawful and will not infringe the copyright or other rights of any third party, and the Client shall indemnify the Provider against any loss, damages, cost, expenses or other claims arising from any such infringement or illegality.

### **b) Confidentiality**

Any original documentation or information provided by the Client is confidential, and any translated, revised, or drafted work shall be kept confidential by the Provider. But 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.

### **3. DELIVERY AND CANCELLATION**

- a)** Delivery of translations shall be in the form and at the time agreed. Notwithstanding, time shall not be of the essence.
- b)** If the Client cancels or withdraws any portion of an item to be translated, revised, or drafted 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, revised or drafted, but in any event not less than 50% of the fee.
- c)** Where the Client does not attend an agreed appointment the full fee for that appointment will be payable.
- d)** If an interpreting assignment or other appointment is cancelled by the Client with less than 24 hours notice to the Provider, 50% of the anticipated fee for the assignment or appointment will be charged together with any expenses already incurred.

### **4. DISPUTES**

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

### **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 or other service, and no responsibility or liability is accepted for any consequential losses.
- b)** To the extent permitted by law, all implied warranties are excluded.
- c)** The Provider 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.
- d)** The Provider shall have no responsibility whatsoever for any change made to a translation, revision, or draft 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. PAYMENT TERMS**

- a)** All invoices will be rendered in, and payable in New Zealand dollars unless agreed otherwise with the Client. Prices are quoted exclusive of GST, unless stated otherwise, and GST at the appropriate rate will be added to all quoted prices.

**b)** Additional fees will be payable in the event any of the following are required to complete any work:

- i.** any investigation, inquiry, or research beyond that for a normal routine translation required because of ambiguities in the item(s) to be translated;
- ii.** additional services required because the Client has made changes in the item(s) to be translated after confirmation of the order; and
- 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.

**c)** All out-of-pocket travel expenses will be charged at cost. Motor vehicle travel will be charged at the Public Service Mileage rate issued by the IRD, applicable to the vehicle used for the purpose. Travel time will be charged at any rate agreed.

**d)** The Client shall reimburse the Provider for necessary expenses incurred by the Provider that are not a normal part of routine translation, revision, or copy-writing such as urgent or overnight document delivery services requested by the Client, long distance telephone and facsimile expenses to clarify document ambiguity, or verification services contracted to third parties.

**e)** Payment shall be made immediately upon delivery of the job. Where the anticipated account will exceed \$1000 and/or for new Clients, an advance payment of 40% of the anticipated fee may be required. Credit terms may be agreed in writing, 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 provider's overdraft rate plus 5% per annum 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 (on a solicitor client basis).