

ALLEGRO LEGAL TRANSLATIONS LIMITED
TERMS OF BUSINESS

Allegro Legal Translations Limited ("Allegro") is engaged in the business of providing translation services ("Services") and shall provide those Services in accordance with the terms and conditions set out below.

These terms shall be incorporated into all contracts made between Allegro and its Clients ("Clients") whether written or oral, and whether these terms are expressly mentioned or not. The terms set out below shall prevail over any terms put forward by the Client. No terms other than those set out herein nor any alteration or variation of such terms whether issued by the Client or contained in the Client's instructions or otherwise shall be effective unless expressly accepted by the Director of Allegro in writing and no order or request for Services shall be binding upon Allegro unless accepted in writing by Allegro.

1. Estimates

- 1.1 By estimate is meant an indicative price given by Allegro of the cost of the Services prior to sight of the text(s) to be translated.
1.2 Estimates are subject to confirmation of price on receipt of the documents to be translated.
1.3 Any estimates which are given orally or in writing by Allegro shall not be considered contractually binding, but given for guidance or information only.

2. Quotations

- 2.1 Allegro shall provide quotations only against documents seen by Allegro and in consideration of the Client's instructions and requirements including, but not limited to, purpose, software, delivery date, method of delivery, format and layout.
2.2 All quotations shall be in writing (including, but not limited to, e-mails) and shall be binding subject to points 2.6, 2.7, 2.8, 2.9 and 2.10 below.
2.3 Quotations for Services shall remain valid for a period of 14 calendar days and thereafter shall lapse unless otherwise stated in writing.
2.4 Unless otherwise stated, all prices quoted are in sterling (GBP).
2.5 All prices quoted will not be increased by VAT and any other tax or duty.
2.6 The Client shall confirm its acceptance of the quotation in writing (including, but not limited to, e-mails) within 14 calendar days. The contract shall be formed upon receipt of the confirmation of acceptance by Allegro.
2.7 Upon the client agreeing the Quotation, Allegro shall issue an Order Confirmation summarising the details of the Services to be provided, the agreed fee, the agreed delivery date together with other contractually agreed arrangements.
2.8 Notwithstanding point 2.2 above, Allegro reserves the right to increase the fee charged in connection with any extra work occasioned by circumstances which arise and which could not reasonably have been foreseen at the time of the proposal. Allegro undertakes to advise the Client of any such circumstances and the work required and shall seek the Client's agreement before undertaking the additional work incurring any additional expense.
2.9 Should the Client require the Services to be completed earlier than the agreed delivery date, Allegro reserves the right to increase the fee charged which shall then be agreed by Allegro and by the Client in writing.
2.10 If any changes are made to the text or other requirements are expressed by the Client while the Services are being performed, Allegro reserves the right to increase the fee charged and delivery date which shall then be agreed by Allegro and by the Client in writing.

3. Cancellation and Suspension

- 3.1 In the event of the Client cancelling Services calculated on the basis of an hourly rate, the Client will be liable to pay for all completed work up to the cancellation date and for all other costs and expenses which may accrue as a result of such cancellation.
3.2 In the event of the Client suspending or postponing Services calculated on the basis of an hourly rate, for a period of 7 days or more, the Client will be liable to pay for all completed work up to the date of suspension or postponement and for all other costs and expenses which may accrue as a result of such suspension or postponement.
3.3 In the event of the Client cancelling or suspending or postponing the Services calculated on a fixed fee basis, the Client will be liable to pay for all costs and expenses which may accrue as a result of such cancellation or suspension or postponement. Additionally, Allegro shall be entitled at its discretion to charge the Client a percentage of Allegro's fee dependent upon the stage, as follows:

STAGE	% of our charge
Prior to commencement of translation.	20%
Upon commencement of translation.	70%
Upon finalising the translated documentation.	95%

4. Payment

- 4.1 Fees are payable within 30 days of the date of invoice unless specifically agreed in writing by Allegro.
4.2 In the event that the price payable by the Client is agreed to be payable in instalments, failure by the Client to make any instalment payable on or by the due date shall render the whole sum outstanding immediately due and payable. In that circumstance, Allegro shall have the right to suspend any Services (whether the original Services or newly commissioned Services) until the outstanding payment is made.
4.3 The terms of payment of the price shown on Allegro's invoice are of the essence of the contract. If the Client fails to make any payment on the due date specified without prejudice to any other right or remedy available to Allegro, Allegro shall be entitled to charge the Client interest (both before and after any judgment) on the amount unpaid at the rate of 8% per annum above the base lending rate of the Bank of England (from time to time) from the date of the invoice until payment in full is made.
4.4 Other than in the case provided in point 4.2 above, payment shall be made in full in all cases without deduction or other setoff.
4.5 Allegro reserves the right to request payment (in whole or in part) for the Services at the time of ordering unless Allegro has agreed to supply on credit terms in which case the terms of points 4.1 and 4.2 will apply.
4.6 The Client shall reimburse Allegro in respect of all expenses as shall be reasonably and necessarily incurred for the proper performance of the work being carried out on the Client's behalf.
4.7 For long assignments or texts, Allegro may request an initial payment followed by periodic partial payments on terms to be agreed with the Client.

5. Subcontracting

- 5.1 Allegro shall at all times be entitled to subcontract part or all of the Services to an independent contractor/freelance translator who shall carry out the Services in accordance with Allegro's Terms of Business for Freelance Translators.

6. Confidentiality

- 6.1 Subject to Clause 6.3 below, Allegro agrees to treat as secret and confidential and not at any time for any reason to disclose or permit to be disclosed to any third party information relating solely to the Client which is not in the public domain except with the Client's consent.
6.2 Allegro agrees to keep information, documents and all other matters arising or coming to its attention in connection with the provision of the Services secret and confidential, subject to Clause 6.3.
6.3 Allegro may disclose the Client's confidential information to its personnel, sub-contractors or any person whose duties reasonably require such disclosure and inform them of the obligations of confidentiality under these Terms and Conditions.
6.4 Allegro shall not be liable for any breach of confidentiality which is outside Allegro's control unless Allegro had failed to take reasonable steps to protect the same. For the avoidance of doubt, obtaining of similar confidentiality agreement(s) from Allegro's personnel, sub-contractors or other parties shall be a reasonable step under this clause 6.4.
6.5 The obligation of confidentiality contained within this Clause 6 shall survive termination of the Contract howsoever caused.

7. Liability

- 7.1 Any complaint by the Client in respect of any Services provided shall be notified to Allegro in writing within 7 days of the receipt of the Services by the Client. This does not affect the Client's statutory right to bring a claim within 6 years.
7.2 Allegro shall exercise reasonable care and skill in performing its Services.
7.3 In the provision of the Services, except in respect of death or personal injury caused by Allegro's negligence, Allegro shall not be liable to the Client by reason of any representation, or any implied warranty, condition or other term or any duty at common law, or under the express terms of the contract for any loss or damage (whether directly arising or consequential or in respect of loss of property or otherwise) costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of Allegro, its agents or otherwise) howsoever arising or any consequences arising therefrom to a value in excess of the cost of the Services provided, such cost being determined by reference to Allegro's normal charging criteria.
7.4 Allegro shall not be liable for loss or damage howsoever arising to any documents, papers or other property supplied by the Client and such documents papers or other property shall be held by Allegro entirely at the Client's risk.
7.5 Allegro shall not be liable for any errors not corrected by the Client or any amendments or modifications made by the Client to proofs or texts submitted for approval to the Client by Allegro or the use of the Services for any purpose other than the purpose specified to Allegro by the Client in writing.
7.6 Allegro will make every reasonable effort to complete the Services within the time quoted. However, any date quoted for completion of the Services or delivery of the finished work is approximate and Allegro shall not be liable for any delay in completion or delivery of the Services howsoever caused and the Client shall not be entitled to withhold payment for Services rendered or in its custody for more than 6 years following completion of the Services to which it relates.
7.7 Allegro shall not be liable for any errors, omissions or ambiguity arising from errors, omissions or ambiguity in or the poor quality of the original text submitted for translation.
7.8 Allegro shall not be liable for any errors, omissions or ambiguity where the Services are required sooner than would be reasonably expected for the proper production thereof. Allegro will make every reasonable effort to secure freedom from such errors, omissions or ambiguities but reasonable allowance must be made by the Client in such cases.
7.9 Allegro shall not be liable for the consequences of any delay in completion of the Services caused by the Client and, in such events, any agreed deadlines or delivery schedules will automatically cease to be valid and new terms will be negotiated.
7.10 The Client shall indemnify Allegro against all claims, proceedings, costs and expenses for which Allegro may become liable in respect of Services completed under a contract except to the extent of the liability admitted expressly in these Terms of Business.
7.11 Allegro shall not be liable for delays in supply or for any failure in the fulfilment of supply of its service caused by postal system.
7.12 Clients shall always give Allegro the opportunity to make right any alleged issues within the translation. At no time will such allegations delay payment pursuant to Clause 4.
7.13 Allegro shall not be liable under any circumstance for the consequence of any delay in delivery or failure to deliver, if the delay or failure is due to late delivery or non-delivery by sub-contractors defined in Clause 5 above.

8. Illegal Matter

- 8.1 Allegro shall be entitled to decline to translate any text which it considers to be illegal, defamatory, offensive or of a libellous nature.

9. Intellectual Property

- 9.1 The Client warrants that it has and grants to Allegro permission to carry out any of the Services required by the Client and shall indemnify Allegro in full against any costs, claims or expenses incurred directly or indirectly howsoever arising from the translation of any libellous matter, infringement of copyright or infringement of any other intellectual property right.

10. Copyright

- 10.1 Pursuant to the Copyright Designs & Patents Act, copyright subsists in the translation of any text and where Allegro is the proprietor of any copyright in the Services, Allegro in agreeing to supply the Services impliedly licences, insofar as it is able to do so, the reproduction and publication of those Services. However, in the event that payment by the Client is not received in accordance with these terms and conditions, the said licence shall automatically be revoked and the Client shall not be at liberty to make use of any Services in which the copyright is vested in Allegro.

11. General

- 11.1 Allegro shall keep detailed records of all Services provided for a period of 6 years from completion of the Services and at the Client's request shall make them available for inspection and/or provide copies to the Client.
11.2 Allegro reserves the right to destroy or otherwise dispose of any document, paper or other property of the Client which has been in its custody for more than 6 years following completion of the Services to which it relates. Should the Client require any documents to be destroyed, it shall request this in writing.
11.3 Any notice required or authorised to be given by either party under these terms to the other party shall be in writing and shall be sent by registered post addressed to the other party at the address specified by the parties hereto and any such notice shall operate and be deemed to have been served on the date following the posting and in proving such Service it shall be sufficient to show that the envelope containing the notice was properly addressed and posted by registered post. Allegro does not accept service by email of court proceedings, other proceedings or formal notices of any kind on behalf of clients without specific prior written agreement

12. Force majeure

- 12.1 In the event of force majeure (including, but not limited to, act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining any raw materials, energy or other supplies or by any other reason beyond the control of Allegro) Allegro shall notify the Client immediately. Allegro shall not be in breach of these terms if there is any total or partial failure of performance by it of its duties and obligations occasioned by any such force majeure event.

13. Termination

- 13.1 The contract between the parties shall terminate automatically on completion of the assignment by Allegro but such termination shall be without prejudice to any provision of these terms intended to operate thereafter.
13.2 Without prejudice to any other rights it may have, either party shall be entitled forthwith to terminate the assignment by written notice to the other if:
13.2.1 the other party commits any breach of any of the provisions of these terms and, in the case of a breach capable of remedy, fails to remedy the same within 30 days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;
13.2.2 an encumbrancer takes possession or a receiver is appointed over any of the property or assets of that other party;
13.2.3 the other party makes any voluntary arrangement with its creditors or becomes subject to an administration order;
13.2.4 the other party goes into liquidation;
13.2.5 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to that other party;
13.2.6 the other party ceases, or threatens to cease, to carry on business
13.3 Termination of the assignment for whatever reason shall not affect the accrued rights of the parties arising in any way out of these terms as at the date of termination and, in particular but without limitation, the right to recover damages against the other and all provisions which are expressed to survive termination of the assignment shall remain in force and effect
13.4 Upon termination of the assignment for any reason each party shall forthwith return to the other all documents and papers belonging to the other

14. Terms of Business

- 14.1 For any matter not specified herein, reference shall be made to the Institute of Translation & Interpreting's Recommended Model General Terms of Business for commissioned Translation work. In the event of discrepancy between these Terms of Business and ITI's Model General Terms of Business, the former shall prevail.

15. Jurisdiction

- 15.1 The validity, construction and performance of these terms and the contract for the provision of Services by Allegro shall be governed by the Laws of England and Wales and the Client irrevocably submits to the exclusive jurisdiction of the English Courts.

16. Disclaimer

- 16.1 Allegro is engaged exclusively in the provision of translation services and does not offer or purport to offer any legal advice, interpretation or analysis whatsoever.