

EJP Business Services trading as EJP Translations Terms and Conditions

1. Interpretation

In these Terms and Conditions (Terms), the following words and phrases shall have the following meanings:

“the Buyer” means the person, firm or company who purchases the Translated Materials from the Company;

“the Company” means EJP Business Services Limited (trading as EJP Translations), Company registration number 6035572, Registered office Cornwall Buildings 45-51 Newhall Street Birmingham B3 3QR, UK.

“Contract” means the contract between the Company and the Buyer which shall be deemed to incorporate these Terms;

“Services” and/or “Translated Materials” means any translated materials, in any format, agreed in the Contract to be supplied by the Company to the Buyer;

In these Terms, reference to any statute or statutory provision shall be construed as a reference to such statute or statutory provision as amended, modified, re-enacted or replaced from time-to-time.

2. The Contract

The Contract shall be on these Terms to the exclusion of all other terms and conditions, including any such terms and conditions that are purported to be included or applied by the Buyer.

No terms and conditions contained in the confirmation of order, purchase order or other document of the Buyer will form part of the Contract.

3. Delivery

Any dates specified by the Company for delivery of services are intended to be an estimate only. If no date is specified for delivery of the services, delivery shall be within a reasonable time.

Subject to the other provisions of these Terms, the Company shall not be liable for any loss, whether direct or consequential, economic or loss of profits or otherwise, arising directly or indirectly out of any delay in the delivery of the services nor will any delay entitle the Buyer to terminate or rescind the Contract unless the delay exceeds 60 days.

4. Risk in and Ownership of the Translated Materials

Risk in the Translated Materials provided shall pass to the Buyer on delivery.

Ownership of the Translated Materials shall not pass to the Buyer until the Company has received in full in cleared funds all sums due to the Company in respect of the services provided and all other sums which are or may become due to the Company from the Buyer on any account.

Until ownership of the translated documents/files has passed to the Buyer, the Buyer shall: hold the Translated Materials on a fiduciary basis as the Company’s bailee;

store the Translated Materials separately from all other Translated Materials of the Buyer or any third party in such a way that they remain identifiable as the Company’s property;

not destroy or deface any identifying mark on the Translated Materials or their packaging;

maintain the Translated Materials in satisfactory condition insured with the Company’s interest noted on the policy and hold any proceeds of such insurance on trust for the Company and not mix them with any other money.

The Company expressly has no responsibility for the content of the documents submitted to it by the Buyer, nor does the Company have any responsibility for the implications of any of its translations.

5. Price

The price for the Translated Materials shall, unless otherwise agreed, be the price set out on the date of delivery in the Company’s quotation. The price for the Translated Materials shall be exclusive of all costs of carriage and insurance and applicable VAT which the Buyer shall pay in addition.

6. Payment

Subject to paragraph 5, payment of the price of the Translated Materials shall be paid at the

time of order. Payment shall not be deemed to have taken place until the receipt by the Company of cleared funds.

The Company reserves the right to charge Buyers by Credit Arrangement at its sole discretion. Issued Fees shall be settled within 14 days of the date of issue.

The Company reserves the right to charge Buyers any bank transfer fees and expenses and any other currency conversion costs in addition to the Fee.

The Company reserves the right to charge interest on any amounts due by the Buyer to the Company that are not paid on the due date, at the rate of 4% above the Bank of England base rate from the due date until the outstanding amount is paid in full. Interest shall accrue on a daily basis.

7. Cancellation Policy & Refunds

Buyers shall have a period of seven (7) Working Days, commencing from the date of placing their order for the Services, in which to cancel their order.

It is expressly agreed that the at the time of placing the order, the Company shall ask the Buyer if he or she would like the Services commenced during the seven day cancellation period and where the Buyer requests that these Terms and Conditions are accepted by ticking the website tick box, the Services are commenced during that period and thus the Buyer accepts that he or she shall waive any rights that he or she has to cancel the Services. If the Buyer would like to wait for the 7 day cancellation period then the file for translation should be emailed to the Company for quoting purposes.

7. Warranties

The Company warrants that the Translated Materials are of satisfactory quality.

If the Buyer wishes to make a claim under this warranty, the Buyer shall give written notice to the Company within 30 days of the discovery of the defect and give the Company a reasonable opportunity to inspect the Translated Materials in question.

The Company shall not be liable for any breach of warranty if the Buyer makes any further use of the Translated Materials after giving such notice or alters or repairs the Translated Materials without the agreement of the Company.

The Company's liability under the warranty shall be limited to repairing or replacing the Translated Materials in question or refunding the price of such Translated Materials.

The Customer/Buyer expressly agrees the use of the Services is at the Customer's/Buyer's sole risk. The Company, its agents, contractors, licensors and employees do not guarantee that the Services will be uninterrupted or free from error.

8. Limitation of Liability

The Company's liability in contract, tort or otherwise arising out of the subject matter of the Contract shall not exceed the invoiced amount and the Company shall under no circumstances be liable to the Buyer for any consequential, indirect or economic loss or damages.

Where the Company translates any legal or other documents of a technical nature and content, the Buyer fully understands that the Company is not an expert in such matters and that no reliance whatsoever can be placed on the translation being completely accurate. It is the Buyer's sole responsibility to take legal advice in the relevant jurisdiction before placing any reliance on the translated document. The Company shall not be liable for any such reliance, nor any other loss that the Buyer may incur.

9. Force Majeure

If either party is subject to an event of Force Majeure, that is circumstances outside its reasonable control, including but not limited to war, fire, industrial disputes or civil commotion, it shall notify the other and the first party's obligations under these Terms shall be suspended until it notifies the other party of the end of such event of Force Majeure.

10. General

If any part of these Terms is found to be void or unenforceable by any Court of competent jurisdiction, such part shall be severed from these Terms which will otherwise remain in full force and effect.

These Terms shall be governed by and interpreted according to English Law and the parties submit to the exclusive jurisdiction of the English Courts.