

## TERMS & CONDITIONS

FOR TRANSLATION AND EDITORIAL SERVICES

Manuscript Language Services by Toby Alleyne-Gee, Zurich

referred to hereafter as

Manuscript

Last update: 20 June 2019

Please read these Terms & Conditions carefully. Acceptance of translation and editorial assignments will be on the understanding that you have read, fully understood and agreed to these Terms & Conditions. If you require further clarification of any details herein, please contact Manuscript. These Terms & Conditions are subject to change at any time without prior notice.

### 1. General

Manuscript Language Services by Toby Alleyne-Gee provides a variety of professional language services, in particular the translation of texts from German, French and Italian into English, as well as copy editing, proofreading and writing. These Terms & Conditions govern the contractual relationship between the client and Manuscript Language Services by Toby Alleyne-Gee (hereafter referred to as "Manuscript").

### 2. Scope of application

These Terms & Conditions form an integral part of every assignment issued by the client and accepted by Manuscript, and are deemed to have been accepted by the client when the assignment is issued. The client's terms and conditions of business are expressly excluded, unless accepted in writing in specific cases. Manuscript reserves the right to amend or supplement these Terms and Conditions at any time.

### 3. Quotations and issuing of orders

After receiving an enquiry concerning an order, Manuscript shall check the files to be processed and handle any specific concerns the client may have regarding the required work result. Manuscript shall then send the client a quotation. Unless agreed otherwise, the quotation shall be submitted to the client by e-mail.

The contractual agreement is established upon the client's acceptance of the quotation by e-mail. Manuscript is authorised to adjust the quotation in agreement with the client, or, in the event of any unforeseen additional outlay, such as subsequent author's corrections to texts already translated or edited, to invoice the actual time and effort involved (see sections 4 and 5).

**4. Scope and quality of services**

Manuscript undertakes to execute assignments in accordance with the applicable professional standards, the client's instructions and the conditions contained in the quotation. Manuscript reserves the right to refuse assignments that cannot be executed owing to time constraints, or for other reasons. Should the assignment contain elements that cannot be translated or edited electronically, Manuscript undertakes to inform the client without delay and to propose alternative types of processing. Manuscript reserves the right to refuse to process elements that cannot be edited.

**5. Changes to scope of services**

The client is entitled to request changes to the agreed scope of the service after an assignment has been issued (e.g. amendments or additions to the texts to be processed). The client shall be invoiced for the additional time and effort incurred by Manuscript. The client shall also accept that the agreed delivery period shall be extended by the time needed for the additional processing (see section 7).

**6. Method of delivery**

Unless agreed otherwise, Manuscript delivers the work result using the same medium selected by the client to send Manuscript the document to be processed.

**7. Delivery periods**

The delivery period may be extended if the client changes the scope of the service (see section 5). The client shall be informed immediately of any other delays. Manuscript does not accept any liability for delays caused by unforeseen events, by events beyond Manuscript's control, or by force majeure.

**8. Terms of payment**

The client shall be invoiced for the fee agreed in the quotation, plus the applicable value-added tax. Unless agreed otherwise, the invoice shall be sent to the client by e-mail. Invoices must be paid within 20 days of the invoice date. Once a written reminder has been sent, Manuscript shall be entitled to charge the client interest on the original invoice amount.

**9. Post-processing and complaints**

The client shall undertake to check the work result for any errors and shortcomings immediately upon receipt. The client must inform Manuscript in writing and providing full details of any complaints within five working days from receipt of the work result. If the work result deviates from the conditions agreed when the assignment was issued, the client may ask Manuscript to correct the work result within a reasonable period at Manuscript's expense. Manuscript expressly rejects requests for post-processing based on subjective preferences regarding phraseology and writing style. Manuscript reserves the right to invoice

the client for any costs incurred in investigating unjustified complaints. Manuscript does not accept any liability for work results that are post-processed by the client or a third party.

**10. Liability**

To the extent permitted by law, Manuscript rejects any and all warranties and liability for the quality, correctness and consistency of the work result if the work result is post-processed, changed or supplemented without Manuscript's consent. Any such liability is limited to the amount of any fee already paid for the assignment by the client. Any and all liability for indirect damage or loss (e.g. lost profits, third-party claims) is excluded.

As stated in section 7, Manuscript does not accept any liability for delays to delivery caused by unforeseen events, by events beyond Manuscript's control, or by force majeure.

**11. Electronic transmission and storage of data**

Manuscript cannot accept any liability for e-mail correspondence. This applies without limitation and in particular includes the transmission of client data, translations and information of any kind. All instructions, assignments and messages sent to Manuscript electronically from the client's e-mail address shall be deemed to have been written, authorised and bindingly issued by the client. The client shall indemnify Manuscript against any and all costs associated with the execution of improper, forged or illegally issued e-mail instructions and e-mail assignments. The client also understands that e-mails can be read and sometimes even manipulated by third parties. The client expressly accepts that Manuscript bears no liability whatsoever for transmission errors, loss, system-related delay, misunderstanding, manipulation by third parties, network and provider malfunctions of any kind, as well as the illegal use of data and information exchanged by e-mail. Although Manuscript endeavours to keep its IT systems and solutions up to date, hacker attacks and other illegal attempts to access data and information or damage such data and information cannot be entirely excluded. The client expressly accepts that Manuscript bears no liability for damage caused by hacker attacks, any other unauthorised access to data and information, or malfunctioning IT systems.

**12. Cancellation**

The client may cancel an assignment at any time before it is finalised. In such cases, the client will have to pay the costs incurred until the time when the assignment was cancelled.

**13. Intellectual property rights**

Intellectual property rights to work results are owned by Manuscript until the invoice is paid in full. Language technology output created during the execution of an assignment, such as translation memories,

terminology databases, etc., remain the intellectual property of Manuscript. This output shall be invoiced separately if the client requests these results.

Unless otherwise agreed, Manuscript reserves the right to publish examples of completed work, such as exhibition catalogues, CD liner notes, programme leaflets and sur- or subtitles, for the purpose of promoting Manuscript's services, via media that shall include, but are not limited to: press, publications, online, social media, marketing, advertising, and print.

**14. Confidentiality**

Where relevant, Manuscript shall treat all documents and information provided by the client in confidence.

**15. Final provisions**

Should there be any inconsistencies or loopholes in these Terms & Conditions, the parties shall find an alternative provision that serves the interests of both parties in view of the purpose, letter and spirit of these Terms & Conditions, and in application of the principles of good faith. If a provision should be or become invalid, the validity of the remaining provisions shall not be affected. Swiss law shall apply to any disputes arising from or in connection with these Terms & Conditions. The choice of law provisions in international private law shall not apply. The sole place of jurisdiction is Zurich.

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