

Please see below for our client terms and conditions including our refund policy. If you need to contact us please email us on [info@tlctranslation.com](mailto:info@tlctranslation.com) and include your name and order reference number.

## **Client Terms and Conditions.**

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These terms and conditions apply to each request for a quote from TLC for provision of translation services and to the provision of services following acceptance by the client of a quote from TLC.

### **1. DEFINITIONS:**

**“Accepted Quote”** means a Quote which the Client accepts in writing to TLC, including by the Client giving written notice to TLC to proceed with the Services or by the Client clicking approval link(s) in a Quote;

**“Business Day”** means any day other than a Saturday, Sunday or public holiday in the USA

**“Client”** means the client that requests translation services from TLC (or on whose behalf translation services are requested) as subsequently named in the Quote;

**“Confidential Information”** means any proprietary information, know-how and data disclosed in confidence by one party to the other party (and including in the case of the Client the Source Materials and the Deliverables), but does not include any information which (a) is in the public domain; (b) on receipt by the other party is already known by that party; (c) is at any time after the date of receipt by the other party, received in good faith by that party from a third party; (d) required by law to be disclosed by the other party;

**“Contract”** means a contract comprising an Accepted Quote and these terms and conditions;

**“Credit Account”** means an account made available to the Client following completion of a credit account application form (with all requirements satisfied) and validation of the application by TLC’s finance team;

**“Deliverables”** means the final deliverables produced as a result of the Services;

**“Intellectual Property”** includes all copyright, trademarks, designs, patents, domain names, concepts, know-how, trade secrets, logos and all other similar property and rights whether registered or unregistered;

**“Quote”** means a quote issued by TLC to the Client;

**“Services”** means the services specified in the Quote;

**“Source Materials”** means the document/s submitted by the Client to TLC for translation, as identified in the Quote;

**“TLC”** means Teneo Linguistics Company, LLC, a company registered in the state of Texas, USA;

**“Website”** means TLC’s website at [www.TLCtranslation.com](http://www.TLCtranslation.com);

## **2. REQUESTS FOR TRANSLATION SERVICES**

Each request for translation services made to TLC and supply of Source Materials to TLC is made subject to these terms and conditions.

1. No contract exists in respect of any request for translation services or in respect of any Source Materials that may be submitted to TLC, unless and until there is an Accepted Quote. Once there is an Accepted Quote, a ‘Contract’ is formed between the Client and TLC in respect of the Services described in that quote.
2. TLC will issue a Quote after receiving from a client a request for translation services.
3. TLC reserves the right to decline to issue a Quote or to provide any translation services if the Source Materials contain any material which TLC at its discretion (and without any obligation on TLC to review the Source Materials for appropriateness, legality or otherwise) considers to be offensive, obscene, contrary to any law or otherwise considered by TLC to be inappropriate.

## **3. PROVISION OF SERVICES**

1. Subject to receipt of all applicable amounts due from the Client, TLC will provide the Services as specified in the Accepted Quote and in accordance TLC’s standard practices and procedures including the practices and procedures as described on the Website at the time the Quote was issued to the Client.
2. The Client must provide all information requested by TLC (via the Website) in respect of the Services and ensure that all such information is accurate and complete.
3. TLC provides services at different specified quality levels. It is the Client’s responsibility to select the preferred level of service to suit its requirements. TLC will deliver to the selected level of service as specified in the Accepted Quote and has no obligation to check whether that quality level is appropriate for the Client’s needs.
4. TLC has no responsibility to complete the translation for the price quoted if the word count and or nature of the translation varies from what could be gained from the Source Materials when first quoted. TLC will provide the Client with a corrected quote with the difference owing for completion of the job and amended delivery date if necessary.

5. TLC has no responsibility to review the quality of the Source Materials for typographical or any other errors and has no liability to review the Source Material for or to correct any errors or omissions contained in any Source Materials regardless of the nature of such errors or omissions and regardless of the impact that such errors or omissions may have on the quality of the Deliverables.
6. On completion of the Services and subject to receipt by TLC of all amounts due from the Client, TLC will issue the Deliverables to the Client.
7. TLC will issue the Deliverables to the Client in accordance with TLC's standard practices and procedures applicable at the time or as otherwise specified in the Quote. TLC will use reasonable efforts to issue the Deliverables on or before the agreed delivery date / time, or where no specific delivery date/ time is agreed within a reasonable time following receipt of the Accepted Quote, but TLC accepts no liability for any delay in meeting the applicable timing.

#### **4. CHARGES AND PAYMENT**

The Client will pay all applicable fees as specified in the Quote, which will be due for payment per conditions specified below (as applicable) unless alternative timing for payment being due or invoices being issued is specified in the Accepted Quote.

In this clause, except where clause 3 applies, if the total amount payable is:

1. USD 400 or less, the total amount is due prior to commencement of the Services;
2. Greater than USD 400:
  - I. 50% of the total amount payable is due prior to commencement of the Services; and
  - II. the remaining 50% of the total amount payable is due prior to release of the Deliverables to the Client; and
3. if TLC expects the duration of the Services to exceed 30 days,:
  - I. 30% of the total amount payable is due prior to commencement of the Services;
  - II. 30% of the total amount payable is due half way through the expected duration of the Services (for example if the Services are expected to take 40 days, the second payment is due on day 20); and
  - III. the final 40% of the total amount payable is due prior to release of the Deliverables to the Client.
4. Where the Client has a Credit Account with TLC:
  - I. if the amount due will not exceed USD 5,000, TLC will issue an invoice on completion of the order which will be payable NET 15.

- II. If the amount due will exceed USD 5,000, an equivalent of 50% of the total amount payable will be billed prior to commencement of Services (on NET 15 terms) and 50% will be billed on delivery.
5. if TLC expects the duration of the Services to exceed 30 days, TLC will issue invoices to the Client as follows:
  - I. prior to commencement of the Services, 30% of the total amount payable for the relevant Deliverables; and
  - II. half way through the expected duration of the Services, 30% of the total amount payable for the relevant Deliverables (for example if the Services are expected to take 40 days, the second invoice will be issued on day 20); and
  - III. prior to release of the Deliverables to the Client, the final 40% of the total amount payable for the relevant Deliverables.
6. All invoices issued to Clients that have a Credit Account are due for payment within [15 days] of the date of the invoice, unless agreed otherwise, provided that, where clause 5) applies, TLC will not release the Deliverables to the Client until the Client has paid the first invoice(s) in respect of those Deliverables (that is, the Client must have paid, in aggregate, 60% of the total amount payable for the Deliverables before the Deliverables will be released to the Client).
7. if TLC expects the duration of the Services to exceed 60 days, unless otherwise specified in the Quote, TLC will issue monthly invoices to the Client, pro-rating the total amount payable to a per month amount, based on the expected duration of the Services;
8. All payments must be made in full without deduction or set-off.
9. If any amount is not paid by the due date:
  - I. TLC may charge interest on that amount at 10% per annum calculated from the due date up until the date that payment is received by TLC;
  - II. TLC may suspend provision of Services or may cease to provide the Services or Deliverables and may at its discretion terminate the Contract in accordance.
10. Where the Client is required to pay a deposit (an amount payable prior to commencement of the Services) and the Client pays by credit card, the Client's credit card will be stored in TLC's third party online secure payment processing provider, Elavon. Your card will be charged for the remaining figure (quote minus deposit already paid) on completion of the job and prior to the files being released.

## **5. REFUND POLICY**

TLC will provide a refund to the Client in respect of the affected Services if:

- Translation no longer required: Client terminates a Contract (or partially terminates a Contract);
  - Non-Delivery of Translation: the electronic translation is not delivered to the Client after 4 Working Days from the delivery date specified in the Accepted Quote, with the understanding that no refund will be made if the Client has not provided all required information to TLC, as requested by TLC, in a timely manner;
  - Translations not-as-required: Deliverables as supplied to the Client are significantly different from the deliverables required by the Client as specified in the Accepted Quote (for example, the Deliverables are in the wrong target language); or
  - Translations contain gross errors: Deliverables contain gross errors, provided that the Client must first, within the stipulated period, request revisions to correct any such errors and identify the errors in the Deliverable. If errors are identified or revisions are requested after the stipulated period, the Client will not be eligible for any refund.
1. In the event of any monetary refund, the return payment will be 100% of the amount paid by the Client for the affected Services less courier and handling costs, and only if the following actions/conditions have been completed/fulfilled within 10 Working Days of submission of the relevant Deliverable to the Client:
  2. The request for a refund is received by TLC, in writing via email sent to [info@tlctranslation.com](mailto:info@tlctranslation.com); phone calls will not be sufficient. The request for a refund must include: Order #, date of order, name of company under which the service was commissioned, name of person the invoice was billed to, the e-mail address used at the time of the order of the required service and the way the service was paid for (Credit Card, Cash, Remittance).
  3. The Client provided all required information providing the appropriate background, overview, audience, language tone, reading level and glossary terms as requested prior to dispatch of the any of the Source Materials by TLC to a TLC translator.
  4. Where applicable the Client has clearly explained why any rectifications proposed by TLC would not be effective.
  5. A declaration that is endorsed by the Client and submitted to TLC that clearly states that the Client will not use the relevant Deliverables / translations delivered by TLC in part or in whole for personal, business, commercial or any other purposes.
  6. TLC will attempt to investigate and where applicable to process refunds within 5 Business Days of receipt of a refund request, but refund requests may take up to 2 weeks to investigate and process. A reply will be sent to the Client after TLC has determined whether a refund is necessary. If TLC determines that the refund request meets the requirements of this clause, TLC will notify the Client in writing and advise the payment method that will be used to refund the monies paid.

## **6. INTELLECTUAL PROPERTY**

1. Nothing in this Contract transfers to TLC, ownership of any Intellectual Property in the Source Materials or the Deliverables.
2. All Intellectual Property in the processes, methodology and know-how used by TLC in its performance of a Contract are and will remain the property of TLC. Nothing in any Contract transfers to the Client any of TLC's Intellectual Property.

## **7. CONFIDENTIAL INFORMATION**

The parties recognize and acknowledge the confidential nature of the Confidential Information.

Neither party may disclose any Confidential Information other than:

1. to its directors, employees, contractors or subcontractors to the extent necessary in the performance of the Contract;
2. with the express prior written consent of the other party; or
3. to its professional advisers.

## **8. CLIENT WARRANTIES**

The Client represents and warrants to TLC that:

1. it owns or has all necessary rights in the Source Materials to entitle it to submit the Source Materials to TLC and to request the Services and that by doing so the Client is not infringing the Intellectual Property rights of any third party;
2. it will not submit and has not submitted anything to TLC or to the Website and will not use anything in respect of its use of the Website, the Services or otherwise in connection with TLC (whether a device, software or any other thing whether embedded into the Source Materials or otherwise) that will or could interfere with the functioning of TLC's systems and/or the Website; and
3. it has authority to enter into and perform and the ability to perform its obligations under this Agreement.
4. it indemnifies TLC against any losses, costs (including legal costs on a solicitor and own client basis), expenses, demands or liability whether direct, indirect, consequential or otherwise, and whether arising in contract, tort (including negligence), equity or otherwise, arising out of a claim by a third party where the claim arises from any breach of the representations and warranties made by the Client in this clause.

## **9. TLC'S WARRANTIES**

1. TLC warrants that it has authority to enter into and perform and the ability to perform its obligations under this Agreement.
2. Except as expressly provided in these terms and conditions, all warranties, terms and conditions (including, without limitation, warranties and conditions as to fitness for purpose and merchantability), whether express or implied by statute, common law or otherwise, are excluded by TLC to the extent permitted by law.

## **10. TERMINATION**

1. The Client may, without cause, terminate a Contract (or, subject to this clause, part of a Contract) at any time prior to TLC Commencing work, by means of a written notification. Where a Contract is partially terminated under this clause, the Client must, at the time of giving notice of termination, specify the Services that are no longer required.
2. Without limiting any other rights or remedies that TLC may have, TLC may terminate the Contract on written notice to the Client if the Client fails to pay any overdue amount within five days following written notice from TLC requiring payment.
3. Without limiting TLC's rights under this clause, either party may terminate the Contract immediately if the other party:
4. breaches any of its obligations under the Contract and fails to remedy the breach within 20 days of receiving notice requiring the breach to be remedied; or
5. becomes insolvent or goes into liquidation or has a receiver or statutory manager appointed over its assets or ceases to carry on business or makes any arrangement with its creditors.

On termination of a Contract:

1. any amounts due to TLC will become immediately due and payable;
2. the provisions of the Contract that are by their nature intended to survive termination will remain in full force.

## **11. LIABILITY**

1. TLC will be liable for direct loss only (excluding loss of business or profits and excluding all consequential loss) up to a maximum of \$100.
2. For 'Pro' Services, TLC will be liable for direct loss only (excluding loss of business or profits and excluding all consequential loss) up to a maximum of the amount paid by the Client to TLC for the Services.

## **12. DISPUTE RESOLUTION**

1. Where any dispute arises between the parties concerning a Contract or the circumstances, representations, or conduct giving rise to the Contract, neither party may commence any court or arbitration proceedings relating to the dispute unless that party has complied with the procedures set out in this clause.
2. The party initiating the dispute ("the first party") must provide written notice of the dispute to the other party ("the other party") and nominate in that notice the first party's representative for the negotiations. The other party must within seven days of receipt of the notice, give written notice to the first party naming its representative for the negotiations. Each representative nominated will have authority to settle or resolve the dispute.
3. If the parties are unable to resolve the dispute by discussion and negotiation within 14 days of receipt of the written notice from the first party, then the parties must immediately refer the dispute to mediation.

## **13. GENERAL**

1. Entire agreement: Each Contract constitutes the complete and exclusive statement of the agreement between the parties, superseding all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of that Contract.
2. Amendments: Except as specifically provided, no amendment to a Contract will be effective unless it is in writing and signed by both parties.
3. Waiver: No exercise or failure to exercise or delay in exercising any right or remedy by a party will constitute a waiver by that party of that or any other right or remedy available to it.
4. Partial invalidity: If any provision of a Contract or its application to any party or circumstance is or becomes invalid or unenforceable to any extent, the remainder of the Contract and its application will not be affected and will remain enforceable to the greatest extent permitted by law.
5. Independent contractor: TLC is an independent contractor to the Client and is in all respects independent of the Client. Nothing in any Contract constitutes either party a partner, agent, employee or joint venturer of the other.
6. Suspension: TLC may suspend performance of its obligations under a Contract for so long as it is unable to perform for reasons outside of its control.
7. Assignment: The Client must not assign its rights under any Contract without the prior written consent of TLC.



8. Severability: If any provision of a Contract is held invalid, unenforceable or illegal for any reason, the Contract shall remain otherwise in full force apart from such provisions which shall be deemed deleted.
9. Precedence: In the event of any conflict or inconsistency as between the Accepted Quote and these terms and conditions, unless specified otherwise in these terms and conditions, these terms and conditions will take precedence.

#### **14. NOTICES**

1. Notices under each Contract must be in writing and sent by post or facsimile to the address or facsimile number specified in the Quote (unless otherwise notified on seven days written notice).
2. Notices sent by post shall be deemed received 10 days after posting to or from an overseas destination and three days after posting within New Zealand and notices sent by facsimile shall be deemed received on transmission so long as the sender has a transmission report specifying the correct number of pages sent, the date and time of transmission and that transmission was successful.

#### **15. GOVERNING LAW**

Each Contract is governed by and construed in accordance with the laws of the state of Texas and the parties submit to the non-exclusive jurisdiction of the New Zealand courts.