

Terms and Conditions for Language Tuition

General

To enquire about *In Spanish*® courses please telephone us on 01242 576032. From this point we can advise you of availability and make an appointment for any level assessment that applies.

In our courses we operate a system whereby you overall course hours are divided in blocks of 10 hours that you renew for as long as you wish to stay in the course.

Tuition Fees Payment

Course fees must be settled in advance and in full in blocks of 10 hours at a time and your place in the course will only be confirmed once payment has been cleared. Further blocks of 10 lessons must be settled strictly on the last day of class of the current block. Blocks are not transferrable.

The minimum lesson time that you can book is 60 minutes. Course books and materials are not included in the course fees. There is no VAT payable on our prices.

Refunds and Cancellations

Fees are non-refundable once the course has started. Cancellations made with less than one week's notice before the start of the course will be subject to a £50 cancellation charge. There will be a full refund applicable to courses cancelled by *In Spanish*® before they start. *In Spanish*® reserves the right to cancel any ongoing course that falls below the minimum 3-student line after the current block ends.

Cheques that are returned for any reason will be subject to a £20 service fee.

In Spanish® reserves the right to change venues.

In Spanish® reserves the right to change teachers for the course or as occasional replacements.

Group courses

Two-to-one and group rates do not operate individually. All participants must attend at the same time and when one participant misses a lesson for whatever reason, they will lose that lesson. There are no refunds or rescheduling for missed lesson hours.

One-to-one courses

Blocks of 10 hours must be completed within not more than 6 months of commencement of the course. Cancellation or reschedule of one-to-one lesson hours must be made strictly with a minimum 24-hour advance notice otherwise the lesson will be counted as taken.

Student Materials

The student textbook and workbook, CD and key to the answers (when applicable) can be purchased at any of the major bookstores.

Materials supplied by *In Spanish* are owned by *In Spanish*® excluding course books, course workbook, cassettes or CDS.

Attendance

If any lesson starts late for reasons not attributed to *In Spanish*®, the lesson will not be extended to compensate for the late start. All lessons will finish strictly at the stated time.

Debt recovery

We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs using the entitlement provided by late payment legislation.

By enrolling on an *In Spanish*® course, you are deemed to be in agreement with these terms and conditions.

Terms and Conditions for Translation Services

General

Upon request via telephone or email, *In Spanish*[®] shall provide the Client a Quotation and Order Form after being presented with the document to be translated. In order for *In Spanish*[®] to proceed with the translation work, the Client must sign, date and return the Quotation and Order Form to *In Spanish*[®] to acknowledge the Client's acceptance of the Services and charges therein before *In Spanish*[®] undertakes any work on their behalf.

The Client at their own expense shall supply *In Spanish*[®] with all necessary supporting material within sufficient time to enable *In Spanish*[®] to provide the Services. The Client shall be responsible for and therefore ensure the accuracy of all supporting material.

In Spanish[®] may correct any typographical or other errors or omissions in any brochure or other published literature relating to the provision of the Services without any liability to the Client.

In Spanish[®] reserves the right and therefore shall be entitled to sub-contract or otherwise outsource all or any part of the Services to any third party it selects and shall be under no obligation to notify the Client of either the selection of such third party or any subsequent change to the identity of the selected third party.

Fees

In Spanish[®] shall give no fixed quotation until we have seen and assessed the complete document to be translated and have received firm instructions from the Client relating to the format of the resulting document.

An estimate shall not be considered contractually binding, but given for guidance or information only.

Costs of delivery of the translation shall normally be borne by *In Spanish*[®]. Where delivery requested by the Client involves expenditure greater than the cost of standard first class postal delivery, the additional cost shall be chargeable to the Client.

Supplementary charges will be applied for the following:

- Discontinuous text, complicated layout or other forms of layout and presentation requiring additional time or resources.
- Poorly legible copy.
- Terminological research
- Urgent work that falls outside the normal timescale presented by *In Spanish*[®].

The nature of such charges shall be agreed in advance and will appear in the formal quotation/order form document.

If any changes are made in the text or the Client's requirements at any time while the task is in progress, applicable supplementary charges and terms of delivery shall be adjusted in relation to the additional work.

Delivery

Unless otherwise agreed, *In Spanish*[®] shall dispatch the translation in such a way that the Client can reasonably expect to receive it not later than the normal close of business at the Client's premises on the date of delivery.

Payment

Payment in full to *In Spanish*[®] shall be effected not later than 30 days from the date of invoice by BACS or cheque. For long assignments or texts, we shall request an initial payment and periodical partial payments on terms and due dates to be agreed.

Private individuals and new clients are required to pay all translation services in full and in advance.

Settlement of any invoice, part-invoice or other payment shall be made by the due date agreed between the parties.

Where delivery is in instalments and notice has been given that an interim payment is overdue, *In Spanish®* shall have the right to stop work on the task at hand until the outstanding payment is made or other terms agreed. This action shall be without prejudice to any sums due and without any liability whatsoever to the Client or any third party.

Copyright in translations

In the absence of a specific written agreement to the contrary, the copyright in the translation remains the property of *In Spanish®*.

Where *In Spanish®* assigns the copyright and the translation is subsequently printed for distribution, the Client shall acknowledge *In Spanish®*'s work in the same weight and style of type as used for acknowledgement of the printer and/or others involved in production of the finished document, by the following statement: "Translated from (language) by *In Spanish®* (year)", as appropriate to the particular case.

Confidentiality and Safe-keeping of the Client's Documents

In Spanish® shall at all times exercise due discretion in respect of disclosure to any third party of any information contained in the Client's original documents or translations thereof without the express authorisation of the Client. Nevertheless a third party may be consulted over specific translation terminology queries, provided that there is no disclosure of confidential material.

In Spanish® shall be responsible for the safe-keeping of the Client's documents and copies of the translations, and shall ensure their secure disposal.

If requested to do so by the Client, *In Spanish®* shall insure documents in transit from them to the Client, at the Client's expense.

Urgency

Although an urgency surcharge may be levied on urgent translations, because such urgency may preclude the necessary time to check and edit the translation, *In Spanish®* will not accept any liability for any work submitted on an urgent basis. Should such completion of work necessitate overtime being worked or other additional costs being incurred, a charge will be made to cover the increased cost.

Cancellation

If a translation task is commissioned and subsequently cancelled, reduced in scope by an act or omission on the part of the Client or any third party, the Client shall pay *In Spanish®* the full contract sum unless otherwise agreed in advance. The completed work shall be made available to the Client.

If a Client goes into liquidation or becomes insolvent or bankrupt, *In Spanish®* shall have the right to terminate a contract.

Neither, *In Spanish®* nor the Client shall be liable to the other or any third party for situations which are the result of circumstances wholly beyond the control of either party. *In Spanish®* shall notify the Client as soon as reasonably practical of any circumstances likely to prejudice the ability of *In Spanish®* to comply with the terms of the Client's order, and assist the Client as far as reasonably practical to identify an alternative solution.

Complaints and Disputes

Failure by *In Spanish®* to meet agreed order requirements or to provide a translation which is fit for its stated purpose shall entitle the Client to:

- Reduce, with the consent of *In Spanish®*, the fee payable for work done by a sum equal to the reasonable cost necessary to remedy the deficiencies, and/or
- Cancel any further instalments of work being undertaken by *In Spanish®*.

Such entitlement shall only apply after *In Spanish*® have been given one opportunity to bring the work up to the required standard.

This entitlement shall not apply unless *In Spanish*® has been notified in writing of all alleged defects.

Any complaint in connection with a translation task shall be notified to *In Spanish*® by the Client (or vice-versa) within one month of the date of delivery of the translation.

If the parties are unable to agree, the matter may be referred by the more diligent party to an arbitration committee.

Such referral shall be made no later than two months from the date on which the original complaint was made.

If a dispute cannot be resolved amicably between the parties, or if either party refuses to accept arbitration, the parties shall be subject to the jurisdiction of the Courts of England and Wales.

In any event these terms shall be construed in accordance with English law.

Responsibility and Liability

The translation task shall be carried out by *In Spanish*® using reasonable skill and care and in accordance with the provisions and spirit of a Code of Professional Conduct.

Time and expense permitting, *In Spanish*® shall use their best endeavours to do the work to the best of their ability, knowledge and belief, and consulting such authorities as are reasonably available to them at the time.

Debt recovery

We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs using the entitlement provided by late payment legislation.

In Spanish®, 11 Hamilton Street, Charlton Kings, Cheltenham Spa, Gloucestershire, GL53 8HN United Kingdom
Telephone: (01242) 576032, **Email:** info@inspanish.co.uk

Terms and Conditions for Interpreting Services

The Contract

These Terms constitute the contract between *In Spanish*[®] and the Client for the supply of interpreting services by *In Spanish*[®] and are deemed to be accepted by the Client upon request for an Interpreter.

No alteration to these Terms shall be valid unless approved by a Director of *In Spanish*[®] in writing.

Charges and Payment Terms

The Client agrees to pay the charges of *In Spanish*[®] as confirmed before the Assignment. The charges are calculated according to the hourly rate of *In Spanish*[®] plus travel expenses as agreed with the Client. The minimum assignment time that can be contracted is three hours. There is no VAT payable on these charges. All payments must be in UK pounds sterling.

Any increase to these charges is at *In Spanish*[®] discretion.

Charges for the minimum of three hours are paid in advance upon receipt of the invoice submitted by *In Spanish*[®]. Charges over the minimum of three hours are invoiced to the Client and are payable within 30 days. Payment of invoices outside these terms will be subject to the remedies contained within the provisions of the Late Payment of Commercial Debts (Interest) Act 1998.

Liability

Whilst every effort is made by *In Spanish*[®] to give satisfaction to the Client by ensuring high standards of skills, integrity and reliability from Interpreters and further to provide them in accordance with the Client's booking details, *In Spanish*[®] is not liable for any expense, delay or damage arising from any failure to provide any Interpreter for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Interpreter.

Should a booking be delayed for any reason out of the control of either the Interpreter or *In Spanish*[®], then the Client shall still be liable for charges in respect of the originally agreed commencement of the booking.

Cancellation

Cancellations of assignments by the Client with less than a twenty-four hour notice will be charged in full by *In Spanish*[®]. The same will apply for cancellations when the interpreter is already present at the location where the assignment is due to take place or if the interpreter has initiated their journey to the said location.

Cancellations of assignments by the client between a 24-hour notice and a 48-hour notice will be charged.

Cancellations of assignments with a 48-hour notice will not be charged.

Law

These Terms are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales.

Debt recovery

We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs using the entitlement provided by late payment legislation.