

On y va French Translations Pty Ltd

Terms and Conditions

1. Translation Services

We will provide the Translation Services to You in accordance with this Agreement.

Time is not of the essence in the performance of the Translation Services, however, We will use our reasonable best endeavours to meet any deadlines agreed upon in advance.

2. Fees

You agree to pay our Fees forthwith on receipt of an invoice from Us. Invoices will be issued from time to time and may include payment on account of work yet to be performed.

3. Confidentiality

We will keep Your Confidential Information confidential and not deal with it in any way that is likely to prejudice its confidentiality. Our obligations in relation to the Confidential Information will continue for as long as the Confidential Information is maintained on a confidential basis by You. The Confidential Information does not include information which is generally available in the public domain otherwise than as a result of a breach of these Terms by Us or which was known by Us prior to You disclosing the information to Us.

4. Warranties, liability and indemnity

We warrant that we will exercise reasonable care and skill in performing the Translation Services. Other than in respect of this warranty, You release Us from any liability in respect of any Claims and Losses arising from loss, damage, liability, injury to any party (whether or not a party to this Agreement) arising out of or connected with performance of this Agreement.

You further indemnify and hold Us harmless from and against all Claims and Losses arising from loss, damage, liability, injury to any party (whether or not a party to this Agreement) by reason of or arising out of the content of any material or any information supplied by Us to You, by You to Us or otherwise arising out of or connected with performance of this Agreement.

5. Disputes

In the event of any dispute between the Parties arising out of the terms or performance of this Agreement, the Parties agree to negotiate in good faith for a period of not less than 7 days to attempt to resolve any such dispute.

If such negotiation does not succeed in resolving any such dispute the Parties agree to participate in good faith in a mediation conducted by a mediator as agreed or, if no agreement is reached as to the identity of a mediator within a further 7 days, a mediator nominated by the President of the Law Society of New South Wales.

The costs of the mediator are to be borne equally by the Parties.

6. Termination

Notwithstanding anything in this agreement, either Party may terminate this agreement by notice in writing to the other if the Party notified fails to observe any term of this agreement and fails to rectify this breach, to the satisfaction of the notifying Party, following the expiration of 7 days' notice of the breach being given in writing by the notifying Party to the other Party.

On termination of this agreement, You must pay for all Translation Services provided up to the date of termination, and for all expenditure falling due for payment after the date of termination from commitments reasonably and necessarily incurred by Us for the performance of the Translation Services prior to the date of termination.

7. General

Each of the Parties acknowledge that, in entering into this agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this agreement to the fullest extent permitted by law.

This agreement takes effect, is governed by, and shall be construed in accordance with the laws from time to time in force in New South Wales, Australia and the Parties submit to the non-exclusive jurisdiction of the courts having jurisdiction there.

All notices may be served by email to the addresses notified at Item D of the Schedule unless a Party provides prior written notice of a different email address for service.

These terms may be accepted by email or otherwise proceeding to instruct Us to perform the Translation Services.

8. Definitions

Agreement means these Terms and Conditions and the Schedule.

Confidential Information includes any information marked as confidential and any information provided by You to Us during the term of this agreement, which is not publicly available and relates to the content of any material or information provided by You to Us.

Claim means all demands, claims, proceedings, penalties, fines and civil and criminal liability.

Fees means the sum calculated in Australian dollars set out at Item [C] of the Schedule.

Losses means all losses including financial losses, damages, legal costs and other expenses of any nature.

Parties means You and Us and **Party** means either You or Us as the case may be.

Schedule means the attached Schedule and includes any revised Schedule agreed in writing by the Parties.

Translation Services means the translation between the English and French languages as set out at Item [B] of the Schedule.

We and **Us** means On y va French Translations.

You means the person or persons identified in Item [A(2)] of the Schedule.

On y va French Translations Pty Ltd Terms and Conditions

Item A: (1) On y va French Translations Pty Ltd of Sydney NSW 2000 (Us); and
(2) XXXXXXXX (You)

(together the Parties)

Item B: XXXXXXXX

Item C: XXXXXXXX

Item D: laurence@onyvafrench.com

Signed on behalf of On y va French Translations Pty Ltd:

Signed on behalf of XXXXXXXX: