

General Terms and Conditions for Translation and Transcription Services

Definitions

'2SLGBTQI+' means 2-Spirit, Lesbian, Gay, Bisexual, Trans, Queer, Intersex and all other gender identities and sexualities.

'Assignment' means the task assigned to Walter Translations by the Client.

'Client' means the person, firm, organization, statutory or corporate body together with any subsidiary or associated units to whom Walter Translations is engaged to execute an assignment or contract.

'Contract' means the oral or written agreement between the Client and Walter Translations for the provision of translation or transcription services.

'Translation' means the rendered text from one language to another.

'Transcription' means the rendered text from audio to written text.

Article 1 - Application

(a) These General Terms and Conditions are applicable to all assignments for translation and/or transcription services, accepted by Walter Translations and the Client unless otherwise agreed in writing or required by law.

(b) These General Terms and Conditions shall supersede any (general) terms and conditions of the Client, unless Walter Translations approves the applicability of such terms and conditions in writing.

(c) These General Terms and Conditions are accepted by the Client upon entering into a contract with Walter Translations and will apply to current and future business dealings, even if Walter Translations does not explicitly refer back to these when accepting individual subsequent assignments.

Article 2 - Quotations

(a) General quotations and estimates provided by Walter Translations shall not entail any commitment.

Article 3 - Acceptance of Assignment and Conclusion of Contract

(a) The Client's oral or written acceptance of the quotation submitted by Walter Translations or, if no quotation is submitted, confirmation by Walter Translation in writing of an order placed by the Client shall constitute a contract.

(b) To the extent that an assignment is initiated or implemented without a written contract or acknowledgment of order, the relevant parts of these General Terms and Conditions shall apply.

(c) Any reasonable doubt on the part of Walter Translations about the Client's ability to pay shall entitle Walter Translations to require the Client to provide sufficient security before the commencement or continuation of an assignment.

(d) Walter Translations reserves the right to decline or cancel an assignment if Walter Translations considers the assignment to contain a criminal element or if the nature of the assignment in general is in breach of Walter Translations' Ethics or Code of Conduct.

(e) Being founded and led by a transsexual man and member of the 2SLGBTQI+ community itself, Walter Translations does not tolerate discriminatory behaviour of any kind toward its members or its clients and their customers and reserves the right to refuse or cancel service if the Client violates this provision.

Article 4 - Execution of Assignments and Delivery

(a) Walter Translations undertakes to carry out assignments with accuracy and care, and to the best of its ability, bringing to bear sufficient professional know-how to meet the purpose specified by the Client for the text(s) to be translated and/or audio or video files to be transcribed.

(b) Delivery of the assignment shall occur by email and/or by courier mail. Walter Translations shall not be held liable for damages to or loss of assignments that occur during or after their delivery.

(c) The agreed date of delivery shall be provisional, unless an explicit written agreement stipulates otherwise. Walter Translations shall notify the Client immediately if it perceives that it will be unable to meet an agreed deadline.

(d) If a fixed delivery date is specifically agreed in writing and Walter Translations fails to meet such date due to inevitable circumstances or circumstances beyond its control, and if the Client cannot reasonably be expected to accept any further delay, the Client shall be entitled to cancel the contract unilaterally. In such cases Walter Translations shall not be required to pay any compensation whatsoever. Such cancellation shall not affect the obligation on the part of the Client to pay for the work already performed.

(e) Delivery shall be deemed to have taken place at the moment when the completed assignment is dispatched. The moment when the completed assignment is transmitted electronically by email or handed to a courier shall count as the time of dispatch.

(f) The Client shall do everything in its power to facilitate delivery of the completed assignment by Walter Translations. Any refusal to accept the completed assignment shall constitute default on the part of the Client, and the provisions of Article 9(d) shall apply accordingly.

Article 5 - Collaboration/Involvement and Information Duties

(a) The Client shall inform Walter Translations in time about the form in which the translation or transcription should be delivered in (i.e. medium, number of copies, etc.).

(b) The Client shall provide Walter Translations with the material required in order for Walter Translations to carry out the assignment in accordance with the contract, whereupon Walter Translations shall notify the Client if it is not in receipt of the full material required.

(c) If necessary material is not received from the Client, Walter Translations is entitled to an extension of delivery in addition to any expenditure incurred.

(d) If the absence of the material required renders it significantly more difficult for Walter Translations to carry out the assignment, Walter Translations has the right to terminate the assignment with immediate effect, whereupon Walter Translations shall be entitled to compensation from the Client for the work carried out until the date of termination.

(e) Walter Translations shall not be held liable for errors that occur due to the Client's non-compliance to the duties outlined in these General Terms and Conditions.

Article 6 - Fault or Defect

(a) Walter Translations is liable for any fault or defect arising from the implementation of an assignment that is not of insignificant importance to the Client unless the fault or defect is caused by a fault or defect in the original material submitted by the Client.

(b) In the event of a fault or defect, Walter Translations reserves the right to correct such fault or defect at the expense of Walter Translations. The Client has the right to request a correction of such fault or defect. Such requests must be made by the Client in writing, stating the exact location of a fault or defect within five (5) days from the date of delivery. The Client has to provide Walter Translations with adequate time to complete a request for correction. For translations, differing opinions regarding terminology do not constitute a fault or defect, if the Client has not provided Walter Translations with a list of terminology to be employed in the translation at the time the assignment was placed and accepted by Walter Translations.

Article 7 - Liability

(a) Walter Translations shall be liable to the Client for gross negligence with intent and any loss or damage directly and demonstrably deriving from shortcomings attributable to Walter Translations. Walter Translations shall under no circumstances be liable for any other forms of loss or damage, such as indirect loss, consequential loss, trading loss, loss caused by delay in performance, or loss of profit.

(b) Walter Translations' liability shall never exceed the invoice value of the part of the completed assignment in question, which part has already been invoiced and/or supplied or rendered.

(c) Ambiguities in the text to be translated or transcribed shall release Walter Translations from any liability whatsoever.

(d) Walter Translations shall take reasonable care of property entrusted to them by the Client and may not lend such property or use it for purposes other than those for which it was entrusted. However, no liability whatsoever shall be incurred by Walter Translations in respect of damage to or loss of documents, data or data carriers made available to facilitate performance of the contract. Nor shall any liability be incurred by Walter Translations in respect of any costs incurred and/or any loss or damage sustained as a result of (i) the use of information technology and telecommunications media, (ii) the transport or dispatch of data or data carriers, or (iii) the presence of computer viruses in any files or data carriers supplied by Walter Translations.

(e) The Client undertakes to indemnify Walter Translations against any claims by third parties deriving from the use of the completed assignment.

(f) The Client similarly undertakes to indemnify Walter Translations against any claims by third parties on account of alleged violation or infringement of property rights, proprietary rights, patent rights, copyrights or any other intellectual property rights in connection with the performance of the contract.

Article 8 - Confidentiality

(a) Walter Translations shall keep confidential documents and files provided by the Client in connection with an assignment confidential in so far as this is possible in connection with the performance of the contract. Confidential information does not include information that is or will be known to the general public or that in any other way (unrelated to the assignment) is received by Walter Translations.

(b) Unless explicitly agreed otherwise, Walter Translations shall be entitled to hire third parties to carry out the assignment (in full or in part), without prejudice to Walter Translations' responsibility for the confidential treatment and proper execution of the assignment. Walter Translations shall ensure that any such third parties observe this code of confidentiality and require these third parties sign a Non-Disclosure Agreement with Walter Translations to the same effect. Walter Translations shall not be liable for any breach of confidentiality by such third parties.

(c) The Client shall honour any request for information by Walter Translations about the content of the text to be translated or transcribed, as well as requests for relevant documentation and lists of terms if such are available. Such information and documentation shall be dispatched at the Client's expense and risk.

(d) Walter Translations is not in breach of this confidentiality clause if delivering the completed assignment to the Client via the same delivery mode used by the Client to supply the original and related material to Walter Translations, unless the Client has requested in writing that Walter Translations use a specific alternative delivery mode.

Article 9 - Price and Payment

(a) Prices shall generally be based on Walter Translations' current rates, unless agreed otherwise. In addition, Walter Translations may charge the Client for any out-of-pocket expenses incurred in the execution of the assignment. Walter Translations shall be free to charge a minimum rate for translation or transcription services.

(b) Quoted prices shall apply only to services conforming to agreed specifications. All prices are quoted exclusive of a general sales tax.

(c) The Client agrees to pay Walter Translations a total fee in accordance with the current rates for translation and/or transcription services as confirmed in the quotation and/or contract.

(d) Payment for completed assignments, unless otherwise agreed, under the contract shall be due fourteen (14) days after the invoice date. Payment shall be in full - without any discount, set-off or deferral - in the currency invoiced. If payment is not made by the due date, the Client shall be in default and Walter Translations shall inform the Client of such default. The Client in default shall owe the statutory interest due on the invoice amount from the due date until settlement in full.

(e) For international money transfers, the Client must pay any applicable transfer fees. As these fees vary per financial institution they are not included in invoices issued by Walter Translations.

Article 10 - Ownership, Copyright, and Right of Use

(a) Barring explicit agreements in writing to the contrary, the ownership of completed assignments shall transfer to the Client for unconditional use at such time as the Client has satisfied in full all of its financial and other obligations to Walter Translations in relation to the particular assignment. However, Walter Translations reserves copyright rights of its translations.

(b) Walter Translations is entitled to have free disposal and use of glossaries and translation memories created in conjunction with an assignment. These glossaries and translation memories may be used as an aid in producing translations.

(c) To the extent any rights, such as copyrights or database rights, arise from the use of such glossaries and/or translation memories, these shall belong to Walter Translations, barring agreements to the contrary.

Article 11 - Amendments and Cancellation

(a) If the Client asks for an amendment to be made to the agreed contract and assignment, Walter Translations is entitled to charge the Client for the extra work involved with such an amendment as per Walter Translations' current rates and modify the date of delivery agreed or to refuse to execute the assignment and cancel the contract. In the latter case, the Client shall be required to pay for the work already performed, and the provisions stipulated in clause (c) of this article shall apply by analogy.

(b) Cancellation of an assignment and contract by the Client shall require the Client to pay in full for the work already performed with respect to that assignment, where appropriate, to pay compensation on the basis of an hourly rate for time spent on research for that part of the work not performed. Walter Translations shall make the work performed available to the Client at the latter's request, but shall accept no responsibility for its quality.

(c) If Walter Translations has earmarked time for executing an assignment that has been cancelled, it may charge the Client 50% of the agreed price for that part of the work not performed.

Article 12 - Dissolution and Force Majeure

(a) If the Client fails to meet its obligations, if the Client is declared insolvent or bankrupt or if a petition is filed for the Client's compulsory liquidation or bankruptcy, if the Client applies for or obtains a moratorium, if the Client is subject to an arrangement under the debt rescheduling regulations for natural persons, or if the Client's company or business is liquidated, Walter Translations shall have the right, without being required to pay any compensation, to dissolve the contract in whole or in part, or to suspend performance of the contract. Walter Translations shall in that case be entitled to demand immediate payment of any outstanding amounts.

(b) Should Walter Translations prove unable to meet its obligations due to circumstances beyond its control and risk, it shall be entitled to dissolve the contract without being liable to pay any compensation whatsoever. Such circumstances (force majeure) include, but are not limited to: fire, accidents, illness, natural disaster, strikes, riots, boycott, war, terrorist attacks, transport restrictions and delays, government measures, disruption of the services of Internet providers, negligence on the part of suppliers, or any other circumstances beyond Walter Translations' control.

(c) If Walter Translations is compelled by force majeure to discontinue further performance of the contract, it shall retain the right to payment for any work performed up to that moment as well as reimbursement for any costs and out-of-pocket expenses incurred.

Article 13 - Governing Law

(a) The interpretation and application of these General Terms and Conditions shall be governed by Canadian law.

(b) If any part, term, or provision of these General Terms and Conditions is held to be illegal or unenforceable neither the validity nor enforceability of the remainder of these General Terms and Conditions shall be affected.

(c) Any disputes relating to the validity, interpretation, or application of these General Terms and Conditions are subject to the jurisdiction of Alberta, Canada.

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