



## TERMS & CONDITIONS

**These are our General Terms and Conditions that apply to our services and purchases.  
The customer agrees to be bound by these conditions upon acceptance of the quotation.**

The quotation is valid for 5 days from the date of dispatch.

Fidus Translations Ltd

Heron Tower, 17<sup>th</sup> Floor, 110 Bishopsgate, EC2N 4AY, London, United Kingdom.

Company No. 13350365

and regulated by:

ICO GDPR UK -General *Data Protection Regulation UK*-

ATC- EUATC 2024ATCAS1386

Visit the website for more info: [www.FidusTranslations.com](http://www.FidusTranslations.com)

### CONTRACT SUMMARY

1. The identity of Fidus Translations' client in each Supplier Agreement shall remain confidential.
2. It is not bound by any conditions other than those set out in this document.
3. FIDUS is responsible for the best possible solution, management and delivery of each project.
4. Payment must be made before the start of the project, on the day of delivery of the project or after 30 days (by prior agreement). For advance payments, a discount may be applied (article 5.10).
5. Cancellation of the project. Possibility 72 or 48 hours before the project (see art. 7 and 7.2).
6. Refraining from opinions, verbalised thoughts, recommendations or any other form of personal information relating to personal and professional matters.
7. Web portal available to provide better service, download documents, order projects, post information (Article 9).
8. Projects are always important to Fidus, and it only wants to provide the best service.
9. Agency accredited by multiple international associations.

### DEFINITIONS

**"Fidus Translations Ltd", "Fidus Translations" and "Fidus"** mean Fidus Translations Ltd and Fidus, the company providing the services and selling its products.

**"Customer"** means the natural or legal person who executes this Contract and has a contractual relationship at the time of acceptance.

**"Employee, Subcontractor, Freelancer or Supplier"** means the natural or legal person who may perform the services provided by Fidus Translations Ltd.

**"Contract"** means the order for the provision of services accepted by Fidus Translations and the Client.

**"Information"** means any news, data, reports, and knowledge of a set of data that constitutes a message and changes the state of knowledge of the receiving subject or system upon learning of that message.

**"Confidentiality"** refers to the obligations of individuals and institutions to use the information disclosed to them privately, without disclosing it to any party other than the Client, Fidus and such professionals as Ficus may engage under strict rules.

**"ICO"** stands for the Information Commissioner's Office, the public body responsible for data protection.

**"ATC"** stands for the Association of Translation Companies in the UK.

## CONFIDENTIALITY

- 1.1 Fidus Translations attaches great importance to confidentiality and, for these reasons, stresses the importance of privacy when working with us. Each party agrees not to disclose to any person, medium or company, at any time during the term of this Agreement and for a period of two (2) years after termination or expiry of this Agreement, any confidential information relating to the party's business, affairs, clients or suppliers, except as permitted in this clause.
- 1.2 For the purposes of the terms and conditions set out in this contract, the term "information" means any knowledge that may be disclosed or received by it, whether, inter alia, in written or oral form, in person or virtually and by electronic methods, including those of third parties. Each party shall disclose the confidential information of the other party in order to be able to carry out the work in the most professional manner, in which case the third parties are obliged to sign an exclusive confidentiality agreement, in order to ensure professional secrecy.
- 1.3 **The identity of Fidus Translations' client in each Supplier Agreement shall remain confidential** unless authorised in writing by Fidus Translations and approved in writing.
- 1.4 There are no circumstances under which the Supplier, the Client or Fidus may disclose information about Fidus Translations, its practices or its clients. During the term of this Agreement, the Supplier shall not be obliged to engage third parties to assist it, in the event that it needs to do so, it must immediately contact Fidus Translations to solve the problem, stop the process and reach an agreement, under no circumstances is a disclosure of information to third parties acceptable.
- 1.5 Any loss or suspected loss of the Information must be reported to Fidus Translations immediately at any email address, contact number or postal address to which Fidus Translations has access, and in a private manner.
- 1.6 This item may be subject to a specific NDA contract between Fidus and the customer. **This contract and NDA will never be disclosed to third parties**, with the exception of formal injunction.
- 1.7 **Registered with the ICO** - Information Commissioner's Office, the UK's public data protection commissioner, to safeguard the personal data of each customer and supplier, for more information.
- 1.8 For marketing purposes only, Company grants Fidus a non-exclusive, right to use, and display the company name and logo, as a part of their past and/or present clientele list on their official company website without any opinions, and exclusively for this use.

## CONDITIONS

- 2.1 Unless otherwise specifically signed and agreed in writing by the Director of Fidus Translations and the Client, Fidus Translations **is not bound by any conditions other than those set out herein** and in the confidentiality agreement, nor by any variation thereof. Any such variation shall be reflected at the end of this contract.
- 2.2 **FIDUS is responsible for the best possible solution for each project and for the delivery** by FIDUS' own decision to increase the quality, after consultation with the customer, may have an extra charge if considered, we will not be responsible for the resulting additional costs.
- 2.3 In the event that the person in charge or the person responsible, in the case of the interpreting service, does not show up and the professional does not fulfil his obligations or significant problems arise in any of the services provided, Fidus is not responsible for the actions of the professional as this is a personal action of free decision with no professional ties; without knowledge of his personal or/and professional conditions.
- 2.4 In the event that Fidus Translations may be liable for any act, error or omission of the person responsible, to the actual extent of liability in the professional field, i.e. Fidus cannot control 100% of the work of the suppliers and will therefore be liable up to the limit that Fidus can control, having the obligation to solve the problem with the means it has at the time. Under no circumstances will there be any compensation if the professional contracted by Fidus makes a mistake or is negligent. Applying article 2.3 of the contract.
- 2.5 If the professional makes a professional error, or a liability arises, the parties will contact each other to clarify and solve the problem, with Fidus Translations being the intermediary in the action, as it is not aware of the problem caused. Fidus' mission will be to help the parties to conciliation.
- 2.6 In the event that a project is, due to material or time, impossible to carry out, Fidus shall notify Fidus at all times if, for any reason at the start of the project, it is impossible to deliver on time or there is a delay Fidus is obliged to notify Fidus. As soon as possible, without liability.
- 2.7 **The customer agrees to be bound by these conditions upon acceptance of the quotation.**
- 2.8 **Once the final project has been sent, the invoice will have to be paid on the same or the following day, it can be extended with the agreement of both parties, to 07 (seven) calendar days or 30 (thirty) calendar days, if it is exceeded, article 5.7 will be applied.**

## CUSTOMER GUARANTEES

- 3.1 Fidus Translations attaches great **importance to confidentiality** and for these reasons stresses the importance of privacy when working with us and respects the confidentiality clause and accepts liability if disclosed by employees, but not by subcontractors as they act freely under their responsibilities, although they have been duly informed and signed Terms and Conditions specifying the importance.
- 3.2 Each employee, supplier, contractor or third-party signs the Terms and Conditions prior to the start of the project. If the client so wishes, there may be an obligation for a second binding contract
- 3.3 Translations. Guarantee that the translations will have the same design, if possible, under the quality standards, with the aim of reducing design work for the client. See NOTATIONS ON DRAWINGS/DRAWINGS and CopyRight of this contract (Article 10).
- 3.4 Interpretations. The professional will be briefed in advance of the project about the client and project background in order to enable the professional to provide the best possible service. In order for interpreters to deliver quality results, when the subject matter is of a specialised nature, it is particularly important that the interpreter has the opportunity to study, well in advance of the assignment date, the relevant documents and materials, scripts and video or slide presentation materials to be used at the event, in order to provide the best service. Any delay may result in a loss of quality.
- 3.5 All our professionals have more than 5 years of experience in the sector, have passed their degree exams and have always had experience in the industry
- 3.6 The customer will be informed of the different payment methods to facilitate the process at the customer's convenience.
- 3.7 Availability of this Contract on the web and pdf in order to be accessible at all times.
- 3.8 **Agency authorised to offer, distribute and market translations certified** by the UK's leading and globally recognised organisation - **ATC** - Association of Translation Companies in the UK. We meet strict annual standards of good practice and value, in addition to the payment of passes and documentation.
- 3.9 **Agency authorised to offer, distribute and market translations certified** by the most important organisation in Europe and recognised worldwide - **EUATC** - European Union Association of Translation Companies. We meet strict annual requirements of good practice and values, in addition to the payment of fees and documentation.
- 3.10 This contract applies to all services, although it may be considered an annex or second contract due to the conditions, special services or requirements of the customer.

## ORDER FOR SERVICES TO FIDUS.

- 4.1 These terms and conditions apply to any offer, acceptance and Service Agreement from Fidus Translations, on a one-time basis and at the commencement of the offer and/or service, and, notwithstanding the foregoing, these terms and conditions prevail over any other terms and conditions.
- 4.2 **Upon receipt of the Customer's confirmation, the Contract shall be concluded at that time.**
- 4.3 The accepted order constitutes a separate Contract and is individually subject to these conditions.
- 4.4 Each delivery shall be considered a separate Contract and any failure to deliver shall treat each project or parts of a project as separate and shall not entitle the Client to repudiate the Contract or the outstanding delivery dates.
- 4.5 Fidus Translations may refuse an order for any reason, if your payment has been processed, Fidus Translations will re-credit your account with the amount deducted by us within 30 days of your order.
- 4.6 Fidus is committed to perform and deliver the best service, with high expectations and reserves the right not to meet deadlines if the quality is not good enough.

## PRICES

- 5.1 Prices are in pounds sterling (GBP) and do not include VAT or other taxes or fees.
- 5.2 Prices expressed in Euros (EURO) do not include VAT or other taxes or duties. For any international service, by law no VAT, IVA or other taxes or duties apply on services offered outside the United Kingdom, being the case of Spain (Spain-United Kingdom Agreement, 21 June 2022, articles 7, 12 and 22) and Europe.
- 5.3 **Payment must be made before the start of the project, unless credit facilities have been granted to UK registered companies, in which case payment must be made within 30 days of the invoice date, subject to agreement between the parties.**
- 5.4 **Quotations are valid for 05 days from the date of issue and may be subject to change at a later date.**
- 5.5 Fidus Translations Ltd shall issue the invoice at the time of the provision of the services foreseen in the Contract.

- 5.6 Quotations or quotations are adjusted on the basis of the description, information and any source material provided and required by the Customer, in writing and sent the quotation and confirmed.
- 5.7 Fidus Translations Ltd reserves the right to adjust prices and/or delivery estimates upon receipt and evaluation of any final information and/or material for the service. Variations or inconsistencies may occur.
- 5.8 **Overdue payments will accrue interest at 5% per month above the Bank of England base rate** (or such rate as may be determined by law, whichever prevails) and compensation for debt collection costs on all sums overdue from the due date until paid in full.
- 5.9 The corporate **loyalty programme** contains prices that are fixed at the time of purchase; however, prices can be changed at any time, in fact, the benefits are always applicable. Applies to individuals.  
Any company can apply to the corporate loyalty programme and can start earning benefits. Applicable to individuals.  
Special conditions detailed in your contract apply.
- 5.10 **A discount may be applied for advance payments**

## DELIVERY

- 6.1 Delays shall in no event constitute or be deemed to constitute a breach of the Contract, nor shall the Client be entitled to treat the Contract as repudiated because of the delay, nor to claim any financial compensation whatsoever. You may have had a problem in performance, personal or professional, which without malice has caused delay.
- 6.2 Upon request, **hard copies** of the certified translated documentation will be sent to you as soon as possible to the address you provide for delivery. If the certified translated documentation requested by you is not received within 7 working days from the date of dispatch, a second, non-original copy of the entire project will be sent to you on written request within 7 days.
- 6.3 The project can be sent by other means such as **USB** or other system for an extra charge. Fidus has an **online portal for each client** to publish their projects in that area and can be present at any time for the client.
- 6.4 If the **sworn translation** we deliver to you is damaged or defective or the delivery is of an incorrect quantity, we shall not be liable to you. Fidus will try to remedy the situation with its own means and, if possible, resend the documentation. In this case, Fidus is working with a professional with an international and public reputation whose standards at the time are beyond our control.
- 6.5 Translated materials will be delivered in a standard Microsoft Word or PDF document for PC and/or Adobe PDF, versions may vary depending on the client's version, Fidus Translations is not responsible for the version used or for any changes that the project may undergo depending on the versions sent and received. Compatibilities in the electronic field are completely unknown, but Fidus Translations will always ensure that we have the most up-to-date versions in the country of residence. And we are always committed to ensuring that the submitted project can be viewed by sending it to our own and third-party platforms.
- 6.6 Documents required in other software packages or formats may incur extra charges, unless agreed in writing by Fidus Translations prior to the start of the project. As it involves customisation and the technical team will have to adapt.
- 6.7 Delays shall in no event constitute or be deemed to constitute a breach of the Contract, nor shall the Customer be entitled to treat the Contract as repudiated by reason of the delay, nor to claim any financial compensation.
- 6.8 Hand-delivered documentation is the responsibility of the client from the moment of delivery, and Fidus Translations cannot be held responsible for its loss or theft. Please inform us if this happens, as we can mail you a copy at a charge.
- 6.9 Interpretation. The professional will be at the location determined at the time scheduled for the development of its activity. The quality depends on the provider and/or natural person.
- 6.10 Other services. The delivery format will be determined according to the customer's requirements, as long as they are normal and help to deliver a good service.

## CANCELLATION

- 7.1 If the Client cancels or withdraws the requested service(s), the Client shall pay Fidus Translations the full Contract price, if the project is 50% complete or more; if less than 50% complete, the Client shall pay 50% of the total project price.
- 7.2 Translations. If cancellation is made before the start of the project, the full price of the project will be refunded. If the client has not paid, the project will be cancelled.

- 7.3 Interpretation. If the Client cancels or withdraws the requested service(s), the Client shall pay Fidus Translations the full price of the Contract, if cancelled 48 hours in advance; if cancelled 72 hours prior to the project, the Client shall pay 50% of the total price of the project.
- 7.4 Cancellation fees must be paid within 24 or 48 hours after cancellation. Late payment will incur additional charges.
- 7.5 In the event of default, the payment clause of this contract applies to any non-payment.

## RESPONSIBILITY

- 8.1 Fidus assures that services are provided **as accurately and professionally as possible**, but no guarantee is made as to expectations, and Fidus Translations shall not be liable for any loss or consequential damages caused by any inaccuracies or discrepancies in any project.
- 8.2 Liability in respect of any of our services, events or series of related events is limited to the value of the total amount paid for each separate project.
- 8.3 If fifteen (15) days after delivery of the project elapse without the Client communicating any concerns regarding Fidus Translations' performance, the Client irrevocably waives any right to dispute payment of any and all invoices for such project.
- 8.4 The expected delivery dates and deadlines for Fidus Translations' services, always in writing, are good faith estimates that Fidus Translations will endeavour to meet, but cannot be guaranteed, and Fidus Translations shall not be held liable in the event of late delivery, as the team will manage projects to the best of its ability to ensure quality and a good result.
- 8.5 In the event that employees or suppliers are unable to attend in person, virtually or to provide a service, Fidus Translations will take reasonable steps to provide a substitute. In the event that we are unable to provide such a substitute, Fidus Translations will only be liable to reimburse the Client for any advance payment made to Fidus Translations Ltd in respect of that specific session or project. No other liability. If the professional by personal decision decides not to attend or deliver the project, article 2 of this contract applies.
- 8.6 In the event of breach of the confidentiality clause, the Client undertakes to pay Fidus Translations the sum of £10,000 or, if higher, the total remuneration paid to Fidus Translations for the services rendered since 2021 or the date on which the Client used the services, whichever is the lower value for damages incurred.
- 8.7 Unless otherwise agreed in writing between Fidus Translations and the Client, the Client may not, for a period of two years and one month after the termination of the Agreement, directly or indirectly, for its own account or for the account of third parties, solicit, employ, attempt to alienate from Fidus Translations or use the services of Fidus Translations' employees or suppliers who have provided services to the Client on behalf of Fidus Translations. Whose failure to comply with the articles of this contract applies. Whose penalty shall be £15,000, estimated value for projects not awarded to Fidus due to malpractice.
- 8.8 The Client undertakes to indemnify and hold Fidus Translations and its employees or suppliers harmless from any third party claims related to intellectual property infringement, offences against the law or any matter arising from claims. Fidus Translations follows the client's orders with the aim of meeting expectations and performing the work to the best of its ability, always in compliance with the current law of the country. It is at Fidus' discretion to comply with the client's requirements if such a dispute is in doubt. **The project is always important to Fidus and we only want to provide the best service.**
- 8.9 The work, under this agreement, is an assignment to develop a project for which the client is responsible for any problems. Fidus will only perform the service provided without knowledge of the ultimate purpose of the project.
- 8.10 The **interpreter or professional** will be informed that he/she must **refrain from opinions, verbalised thoughts, recommendations or any other form of** personal information relating to personal and professional matters, and is only responsible for carrying out the work with strict professionalism and within very strict limits. Any breach is the responsibility of the professional.
- 8.11 Where services are performed at a location provided or arranged by the Client, Fidus Translations shall have no liability for any accidental loss or damage caused to the premises. For the avoidance of doubt, the Client shall be responsible for any liability arising from the occupation of the premises.

## WEB PORTAL

- 9.1 Fidus collaborates with a third party for the development of a Web Portal to offer a better service, download documents or essential elements for the client, as well as to privately publish invoices, annotations or any other. The client will have all his projects at hand. Any problem will be solved as quickly as possible, being a third party will be responsible for any damage caused by malfunction.

## ANNOTATIONS ON DRAWINGS /DESIGNS

- 10.1 Fidus Translations shall, as a rule, provide translations of any annotations and drawings. If requested in writing by the Client, Fidus Translations shall endeavour to insert the translated text or modify the annotations in the drawings provided by the Client in order to make a legible translated version of the drawings. Under no circumstances may designs of official public or third party logos be reproduced and copied as this may lead to legal problems.
- 10.2 The quality of the drawing or graphic design will be reproduced with the best quality and as accurately as possible, any alteration is not the responsibility of Fidus as it does not have the technical details for its reproduction, and such reproduction is the responsibility of the customer.
- 10.3 This service is provided as a standard service and carries an additional cost if more professionalism is required, if Fidus deems or the client requires it. This service is called DTP.
- 10.4 Fidus Translations provides this service to assist the Client and cannot accept responsibility for any inadvertent errors that may arise. If the Client or third parties wish to use the translated drawings to make decisions on technical or legal matters, they should always refer to the originals.
- 10.5 Furthermore, Fidus Translations works on the basis that the Client assumes full responsibility for any copyright issues that may arise if Fidus Translations modifies a third party's drawings.
- 10.6 Fidus Translations **refrains from reproducing logos of any kind, slogans, coats of arms or any other image or drawing of third parties**, whether **public** or **private** institutions, family or personal. Unless required by the client or necessary for the translation of the text. In any case, it is the client's responsibility, as Fidus Translations does not know the objectives of the project, applying in turn article 10.4.

## COPYRIGHT

- 11.1 The Client grants Fidus Translations a limited copyright right to use the elements provided to Fidus Translations by the Client for the sole purpose of Fidus Translations performing the services provided for in the Agreement. There shall be no liability for modification or reproduction for graphic reproduction. The Client accepts this paragraph in order to receive the best service, the assignment being voluntary.
- 11.2 The items provided by Fidus Translations under the Agreement shall become the property of the Client once the Client has made all payments due. Except for documents or information that are deemed official Fidus or confidential or are needed for the proper functioning of Fidus and its business. Fidus reserves the right to keep the Customer's files for future modifications or other services.
- 11.3 Fidus is not responsible and the Customer assumes all liability for any copyright issues that may arise.
- 11.4 If the text, or the project is considered an exact copy or reproduction of a copyrighted text and the translation is for distribution, sale or any activity that is not private informative, Fidus Translations reserves the right to inform the author, owner or representative of the text in order to obtain authorisation. Under no circumstances will confidential information, such as the client's name, be given out, as this is a simple authorisation process.
- 11.5 Copyrighted texts must have a written notification signed by the responsible party.

## WEBSITE

- 12.1 If the Client has any questions about the material on our website, the information provided or any documents, please contact us by email at [Fidus@FidusTranslations.com](mailto:Fidus@FidusTranslations.com).
- 12.2 We recommend that you read our Terms of Use on our profile: <https://www.fidustranslations.com/terms-of-use-website/>
- 12.3 Fidus Translations and the customer portal are not the same, as the customer portal data is managed by Fidus Translations, but the application is developed by a supplier, who is technically responsible
- 12.4 Fidus Translations does not guarantee the accuracy and completeness of printed materials, website information or digital documents, although it is Fidus' policy to maintain and always demand the best design.
- 12.5 The material on our **website** and other printed materials is provided without any conditions, warranties or other terms of any kind, without effect. These documents are for **information purposes** only and the relevant legislation applies to them. Such information or material is for information purposes only.

## **SERVICES AND RATES FOR TECHNICAL EQUIPMENT**

- 13.1 The equipment may not be available without the presence of one of our authorised technicians.
- 13.2 The rates include a fixed fee for the set-up and dismantling of equipment in each room, depending on the number of booths and audio equipment requested. If it is necessary to dismantle and reset or move equipment between sessions or events, an additional fixed fee(s) will be charged. The supplier is responsible for the use, distribution and quality of the technical equipment.
- 13.3 The Client is responsible for ensuring the availability of the rooms for the assembly and disassembly of the equipment, as indicated in the programme.
- 13.4 It is important that the Client informs Fidus Translations of any time or location restrictions in writing prior to requesting the provision of services.
- 13.5 It is the Customer's responsibility to ensure access to the site in sufficient time to allow for installation and testing of the equipment.
- 13.6 The Client is responsible for the distribution and collection of the receivers/headphones at each event. Our technician(s) may assist as far as other obligations allow.
- 13.7 During the rental period, the Customer shall be liable for damage or loss of the receivers and headsets and shall cover the costs determined at the beginning of the project, developed in an individual contract.

## **APPLICABLE LAW AND JURISDICTION**

- 14.1 These terms and conditions are governed by and construed in accordance with the Law of England and Wales. Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of England and Wales and all parties agree and acknowledge that the work for which these terms and conditions are entered into is most closely connected with England.

## **VALIDITY**

- 15.1 If in these Terms and Conditions, any part is held to be illegal, invalid or unenforceable, that part shall be deemed severable and non-existent for the validity and enforceability of the Terms and Conditions, the remaining parts shall remain unaffected.
- 15.2 These terms and conditions are governed by and construed in accordance with the Law of England and Wales. Disputes arising in connection with these terms and conditions shall be subject to the exclusive jurisdiction of England and Wales, Contracts (Rights of Third Parties) Act 1999.
- 15.3 Any dispute must be resolved within 30 days by negotiation in the first instance, extendable for a further 30 days of negotiation. If not resolved, other legal alternatives may be considered.

## **MISCELLANEOUS**

- 16.1 The Customer may not assign, sub-license or otherwise transfer any of its rights under these terms and conditions.
- 16.2 If any provision of these terms and conditions is declared invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.
- 16.3 In accordance with the Contracts (Rights of Third Parties) Act 1999, no person other than the parties to these terms and conditions shall have the benefit of these terms and conditions.
- 16.4 Neither party shall use the other party's confidential information for any purpose other than the exercise of its rights and performance of its obligations under or in connection with this Agreement.