

## General Terms and Conditions of Sale

The English Workshop  
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For The English Workshop, represented by Thomas Gueguen, 8 impasse du Pic d'orhy, 64400 Oloron Sainte marie, France, hereafter referred to as "The English Workshop".

### §1 General Conditions

The English Workshop offer their users (hereafter customer) the opportunity to have texts, websites, mobile application and other documents translated for a fee through The English Workshop website. The translations are carried out by The English Workshop.

In all cases the customer is the contractual partner of The English Workshop only, not the translator, who may be contracted by The English Workshop.

### §2 Contract Formation

(1) The English Workshop shall consistently provide a quote and time sensitive price calculation to the customer. The contract between The English Workshop and the customer becomes valid upon the customer's order. Non-withstanding, The English Workshop is authorized to revoke the contract when, for reasons such as outlined in § 3, the rejection is justified. In the event of a rejection neither party is obliged to perform or claim reimbursement.

(2) The English Workshop may base the contract execution on written verification of valid authorization for an advance payment, or submission of a bank declaration of surety.

(3) Delivery deadlines are obligatory only if previously confirmed in writing by The English Workshop.

### §3 Scope of Services

(1) The English Workshop agrees to translate, or have the text submitted by the customer translated, into the requested language in an appropriate and professional manner and to ensure that the translation is carried out without omissions, additions or other content changes.

(2) Individual subject terminology established by the customer is taken into consideration only upon prior agreement, if sufficient and complete documentation, i.e. previous translations or glossaries are supplied upon placing the order. Otherwise, specialist terms shall be translated in accordance with the quality norm as outlined in section 1.

(3) Translations are limited to text only. If the text contains pictures (i.e. graphics, comics, etc.) The English Workshop may decline translation of these sections or the entire text. This applies also if, in the sole opinion of The English Workshop, the text consists of culpable or illegal content in violation of public morals. No compensation entitlement is due upon rejection.

#### **§4 Acceptance, Obligation to give notice of Defects and Correction**

(1) Upon translation, the translated text is made available to the customer on the The English Workshop Google drive as a down-loadable data file. At the same time the customer is notified of the completed project via email and advised of the storage address.

(2) Obvious mistakes in the translation noticed upon download or other modes of transmittal to the customer, shall be reported immediately in writing and outlining the discrepancies. (obligation to give notice of defects). Hidden discrepancies shall be reported immediately upon discovery. Otherwise the translation shall be assumed contractually executed and acceptable.

(3) Other deliveries, i.e. by mail or email shall be conducted only upon specific separate agreement.

(4) The customer is exclusively responsible for the retrieval via download to their hard drive/cache memory and shall hold The English Workshop exempt from liability. If other delivery arrangements have specifically been agreed upon (mail, email) the possible loss of the translation shall be the responsibility of the courier at delivery, or in the event of transmittal via email, shall be the responsibility of the customer.

(5) If the translated text is not in accordance with the contractual agreement the customer shall allow an acceptable time frame for correction of a minimum of 14 days by The English Workshop. Corrections are excluded if the discrepancy has been caused by the customer, i.e. by incorrect or incomplete information or faulty original text.

(6) Upon expiration of the agreed time frame the customer may request a termination of the contract or a reduction or compensation if the discrepancy has not been resolved in a timely manner. The entitlement excludes minor discrepancies that only insignificantly impact the quality of the translation.

#### **§5 Liability, Guarantee and Limitations – The customer’s attention is particularly drawn to this clause**

(1) Nothing in these Conditions shall limit or exclude the Supplier's liability for: death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; fraud or fraudulent misrepresentation.

(2) Subject to the above clause: The English Workshop shall not be liable to the customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the contractual agreement; and The English Workshop's total liability to the customer in respect of all other losses arising under or in connection with the agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the amount charged by The English Workshop for the service.

(3) Except as set out in these general terms and conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the contract.

(4) Unless specifically agreed upon in writing, The English Workshop does not guarantee that the respective translation is permissible or appropriate to the customer's purpose. This applies especially in the event that the translation is published or used for marketing purposes. The customer exclusively bears all legal risks pertaining to the servitude or publication of the translated texts.

## **§6 Termination**

(1) The customer may cancel the order at any time prior to the completion of the translation.

(2) If an allocated order is cancelled the customer is obligated to compensate The English Workshop for the costs of the completed portion of the translation at that time. In any case the cost reimbursement entitlement consists of a minimum of 50% of the contract value.

(3) Documentation provided by the customer for translation purposes shall be returned immediately upon completion or termination without reminder. The customer data or translation file provided within the scope of the contract remains with The English Workshop for archive purposes, unless the customer specifically requests that his personal data or the supplied text for translation be deleted.

## **§7 Rights of Use**

When items are created partially, or in whole, within the terms of the copyright law by the translation services, The English Workshop shall ensure that the customer may use and process the items in view of the provided translation, without restrictions as to area, content and time. (basic servitude and processing right). The right to modify and disclose the translation and its underlying rights to third parties is included.

## **§8 Compensation and Terms of Payment**

(1) Unless otherwise contractually agreed upon, The English Workshop shall provide the agreed services for billing the cost which is agreed upon contract formation (cf. § 2.1).

(2) The respective payment obligation is due without deduction upon receipt of the invoice. In the event of arrears, The English Workshop reserves the right to charge default interest in the amount of 10% per month. The English Workshop is entitled to the assertion of greater arrears damage and/or other claims. The customer is entitled to prove that no, or only insignificant damage occurred as a result of arrears.

(3) Rights applicable to the translation (i.e. copyright, processing- and servitude right) are restricted from transfer until payment has been rendered in full.

## **§9 Compensation-, Retention and Transfer Prohibitions**

(1) The customer may charge against the claims of The English Workshop only with undisputed or legally determined claims. The customer may exercise a retention right only in the event of such counter claims that result from the same contractual agreement as the claims that are subject to retention right.

(2) Relinquishing of rights resulting from this contract is not permissible without prior agreement of The English Workshop.

## **§10 Data protection compliance**

To the extent that any data or information belonging to the customer is personal data within the meaning of the Data Protection Act 1998 or equivalent legislation in the territory:

The English Workshop will process such data and information only in accordance with the customer's instructions;

The English Workshop will not transmit such data and information to a country or territory outside the European Economic Area without the customer's prior express written consent; and

The English Workshop will take such technical and organizational measures against unauthorized or unlawful processing of such data and information and against accidental loss or destruction of, or damage to, such data and information as are appropriate to the customer as data controller.

## **§11 Basis of our terms of business**

(1) The English Workshop provides the service in compliance with these general business provisions only. All other general business provisions, regardless of their origin and content, are hereof not agreed.

(2) These general terms and conditions apply to commercial clients for all future business transactions even if not expressly agreed upon.

(3) The English Workshop is entitled to modify or amend these general terms and conditions. The customer shall be notified of modifications or amendments. The customer is entitled to terminate the contract without 7 days notice upon receipt of the changes in the event the modifications or amendments are of a disadvantage to him/her; thereafter the modifications and amendments become valid.

(4) Validity of subsidiary agreements, positive assertions and other provisions as well as modifications and amendments of this contract must be in writing.

## **§12 Final Provisions**

(1) Contract enquiries addressed to The English Workshop outside the scope of service as outlined in number 3 are not affected by these business provisions.

(2) Place of execution for all contractual services is the business domicile of The English Workshop, currently in Oloron Sainte Marie, France.

(3) Contracts executed on the basis of these general terms and conditions are subject to the Laws of France.

(4) For commercial customers, the venue for legal disputes stemming from this contract is the business domicile of The English Workshop. This also applies in that the event the customer does not, or no longer has a legal national domicile, or his residence is unknown at the time of the charge. The English Workshop however, may also file suit at the customer's domicile.

(5) If a provision of this agreement should be, or become invalid in part, or as a whole, the remaining provisions thereof shall not be affected. Moreover, a provision coming closest to the invalid provision, renders an equal economic result and would have been agreed upon if the parties were aware of the invalid provision shall take its place.