

## **Standard terms of business**

### **1. Standard terms of business**

- 1.1 These standard terms of business apply in all contractual relationships between David Tsai at Chinese-Typesetting.com and his clients and constitute the whole agreement between the parties unless agreed in writing before work commences.

### **2. Applicable law**

- 2.1 These terms of business should be interpreted in accordance with English law, and the parties agree to submit to the jurisdiction of the English courts.

### **3. Turnaround and delivery dates**

- 3.1 David Tsai will make all reasonable efforts to ensure that jobs are delivered on time.
- 3.2 We have an excellent reputation for prompt delivery. However any date agreed by David Tsai for delivery is given and intended as an estimate only. David Tsai will make every endeavour to meet such an estimated date but shall not be liable to make good any damage or loss, whether arising directly or indirectly out of any failure to meet such date.
- 3.3 The client must provide all source materials necessary for David Tsai to complete the job (eg source texts for translation or typesetting).

### **4. Acceptance**

- 4.1 David Tsai reserves the right to decline jobs if they are outside David Tsai's area of expertise or for any other reason.
- 4.2 The client should confirm acceptance of David Tsai's quotation for the work to be undertaken in writing or by e-mail.
- 4.3 Acceptance of the quotation is subject to these 'Standard terms of business'.

### **5. Delivery methods**

- 5.1 The final file output can be supplied and despatched according to your instructions, subject to prior agreement.
- 5.2 David Tsai cannot be held responsible for any loss or late delivery caused by postal services or email disruption, or by other circumstances beyond his control.

### **6. Fees**

- 6.1 The fees and/or rates for all work must be agreed in advance before David Tsai commences work.
- 6.2 David Tsai may need to charge extra for jobs that involve extra work (eg typesetting in graphic format like Illustrator or charts created in Excel etc).
- 6.3 Fees and/or rates may be varied after David Tsai has started work on a job if it emerges that the client did not provide all the relevant information in advance, or if there are any changes to the client's requirements.
- 6.4 Quotations are only valid for a period of 30 days from the date the quotation is made.

### **7. Payment**

- 7.1 Unless otherwise agreed, all invoices will be rendered in Pounds Sterling and payable in Pounds Sterling by BACS or cheque. All cheques should be made payable to David Tsai.
- 7.2 Invoices are issued on or after completion of each job. UK companies are normally offered terms of 30 days. Individuals will need to pay in full on job delivery.
- 7.3 In the case of long-term commissions, payment in instalments may be required.
- 7.4 Outside the UK, full payment in advance is required before commencing work and the PayPal secure service should be used. Large jobs may be paid in instalments, subject to prior agreement.
- 7.5 If a client fails to pay an invoice within the allotted period, David Tsai reserves the right to use whatever means he sees fit to recover the debt, including the use of debt collection agencies.
- 7.6 Terms: 30 days nett. We reserve the right to charge interests at 1.5% per month on overdue accounts. Should the account be passed for collection of monies due, the charges incurred will be added to the account.

## **8. Confidentiality**

- 8.1 David Tsai will keep confidential all original materials provided to him by the client and all work produced by David Tsai for the client, except for material that is in the public domain when so provided by either party. This confidentiality shall cease to apply if at any time the material becomes public knowledge through no fault of David Tsai.
- 8.2 The client agrees not to disclose to a third party any details of agreements made between the client and David Tsai (eg David Tsai's fees, working methods, FTP log in or personal details).

## **9. Cancellations**

- 9.1 If a client cancels a job after David Tsai has started work on it, the client shall be liable for all the work completed up to the time of cancellation, plus 15% of the agreed/estimated fee, unless otherwise agreed.

## **10. Legal agreements for translation work**

- 10.1 If the client uses any part of David Tsai's work that involves translated material in a legal agreement of any kind, it should first be reviewed by a competent legal professional in the country of intended use.

## **11. Copyright and translation/typesetting rights**

- 11.1 Any material provided to David Tsai for purposes such as translation or typesetting must be either the client's own property or properly licensed by the client for such purposes.
- 11.2 If this material is protected by copyright, the client must either hold suitable rights to the material for the job in question, or must only use David Tsai's work for private study.
- 11.3 The client agrees to bear the cost of any claims and/or legal actions made against David Tsai as a result of the infringement of the copyright, translation/typesetting rights or any other rights of a third party due to the client's improper use of such materials.
- 11.4 In cases where the copyright of material produced by David Tsai is to be assigned to the client after David Tsai has completed a job, the copyright shall only be assigned when David Tsai has received full payment for the job. Until then, the copyright will belong to David Tsai.
- 11.5 All contents used on ChineseTypesetting.com site are for editorial purposes only. No such use, or the use of any trade name, logo or content, is intended to convey endorsement or other affiliation with this site.
- 11.6 All PDF examples displayed on ChineseTypesetting.com site are password protected and view only. No printing or alterations are allowed. Anyone who's tempted to alter the protected PDF is in breach of 'Confidentiality'. David Tsai reserves the right to take legal action in such cases.

## **12. Responsibility and liability**

- 12.1 David Tsai will endeavour to complete every job on time with reasonable skill and care, and to ensure that the finished product is suitable for its intended purpose.
- 12.2 David Tsai will not be held liable for any problems or damages resulting from source materials provided by the client that are incomplete, incorrect, illegible or disordered, or from the late arrival or non-arrival of source materials from the client, or through any other fault of the client.

## **13. Force majeure**

- 13.1 If David Tsai is unable to complete a job on time due to forces outside David Tsai's control (eg natural disaster or civil disorder), David Tsai will make every effort to notify the client as soon as possible and will offer the client the opportunity to withdraw from the contract. The client will pay for any work completed, and David Tsai will do what he can to help the client find someone else to finish the job.

## **14. Complaints**

- 14.1 Any disagreements or concerns regarding the accuracy or quality of David Tsai's work or any other complaints must be made in writing within five working days of delivery.