Alpha CRC
Standard Terms & Conditions

1. Definitions

In these Terms and Conditions, the following terms shall have the following meanings:

“Charges”: the charges payable by the Client for the Services as specified in the Contract or, if not specified in the Contract, as set out in the Price List.

“Client”: the company or other entity which has entered into a Contract with Alpha CRC for the provision of Services.

“Client Materials”: documentation, reference material and other material that the Client provides to Alpha CRC in order for Alpha CRC to be able to provide, or otherwise in connection with, the Services.

"Confidential Information": any information disclosed by one party to the other, whether oral or written, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including, without limitation, Client Materials, information relating to a party's business, operations, finances, plans or products.

“Contract”: has the meaning given to it in clause 2.2.

“Expenses”: the third party costs and expenses as are specified in a Contract, or which are reasonably and necessarily incurred by Alpha CRC in connection with the Services (including, without limitation, travel and subsistence expenses, and courier fees).

"Intellectual Property Rights": all copyright and rights in the nature of copyright, design rights, patents, trademarks, database rights, applications for any of the above, moral rights, rights in confidential information, know-how, domain names and any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world.

“Order”: an order from the Client for the provision of Services, which may be in such form and medium as Alpha CRC may from time to time accept.

“Price List”: the price list agreed by Alpha CRC and the Client for the Services or, if no such price list has been agreed, Alpha CRC’s then standard price list.

“Alpha CRC”: Alpha CRC Limited (company number 02197452) whose registered office is at Radio House, St. Andrews Road, Cambridge CB4 1DL (UK).

“Services”: translation, linguistic review, quality assurance, desktop publishing, audio/video recordings, engineering, interpreting and/or such other services as are specified in a Contract.

2. Quotations and Contracts

2.1 Unless stated otherwise each written quotation issued by Alpha CRC remains open for acceptance for 30 days. The Client’s acceptance of a quotation constitutes an Order which is subject to acceptance by Alpha CRC in accordance with clause 2.2.

2.2 A contract between Alpha CRC and the Client for the provision of Services is only formed on the written acceptance by Alpha CRC of an Order (a "Contract"). Each Contract incorporates these Terms and Conditions, the Client Materials, and any document(s) expressly referred to herein or in the Order. A Contract may only be modified in writing by duly authorized representatives of Alpha CRC and the Client. Any standard or pre-printed terms and conditions contained on the Client's purchase order, invoice or other document shall have no effect and shall not apply to the Contract.

3. Services

3.1 Subject to the following provisions of this clause 3, Alpha CRC undertakes that:

(a) it will exercise reasonable skill, care and diligence in carrying out the Services; and

(b) it will use all reasonable endeavours to meet any date(s) for completion of the Services specified in a Contract, provided that Alpha CRC shall not be liable for any delay caused by the Client (including, without limitation, any failure or delay by the Client to provide any Client Materials, or any errors or omissions in the Client Materials).

3.2 In relation to Services which comprise translation work, the Client acknowledges and agrees that:

(a) a translation may read differently from good original writing;

(b) Alpha CRC shall be under no obligation to indicate or correct errors or omissions in the Client Material;

(c) where the Client has specified a particular use for a translation in a Contract, the translation may not be suitable or appropriate for a purpose other than that originally specified;

(d) if the Client proposes to use a translation for a purpose other than that specified in a Contract, then changes may need to be made to the translation for which additional Charges may be payable;

(e) unless otherwise agreed, the Client is solely responsible for checking the numbering and numerals in any translations; and

(f) unless otherwise agreed in writing, all translation work is delivered to the Client by email at the Client's sole risk.

3.3 In relation to Services which comprise interpreting, the Client acknowledges and agrees that:

(a) in order to enable Alpha CRC to familiarize itself with the Client Material (including the necessary terminology), the Client must supply the Client Material to Alpha CRC at least two working days before the start of the interpreting assignment; and

(b) if an interpreter is incapacitated as a result of sickness, injury or death, such incapacity shall constitute an event of Force Majeure for the purposes of clause 13, and Alpha CRC's obligations in such circumstances shall be limited to using all reasonable endeavours to identify and assign a replacement interpreter.

3.4 The Client shall ensure that all Client Materials:

(a) are of a sufficient quality and integrity to enable Alpha CRC to provide the Services;

(b) do not infringe any third party's copyright or other intellectual property rights;

(c) are not defamatory or otherwise libellous; and

(d) do not breach any other law, statute, ordinance or regulation.

The Client agrees to indemnify Alpha CRC against any loss, liability, damage, cost and expense (including reasonable legal fees and expenses) incurred by Alpha CRC in connection with claims made or brought against Alpha CRC by a third party alleging that the Client Materials, or the use thereof by Alpha CRC (i) infringe the copyright or other intellectual property rights of any person, or (ii) are defamatory or otherwise libellous.

3.5 All Client Materials provided to Alpha CRC by the Client will be held or dealt with by Alpha CRC at the Client's risk, and the Client is solely responsible for ensuring that such Client Materials are insured against loss or damage while in Alpha CRC's custody. Alpha CRC reserves the right to destroy or otherwise dispose of any Client Materials which have been in Alpha CRC's custody for more than three months following completion of the Services to which they relate.

4. Prices and Payment

4.1 Unless other invoicing terms are specified in a Contract, Alpha CRC shall invoice the Client for the Charges and any Expenses (together with VAT at the then applicable rate, if applicable) on completion of the Services, provided that, where Services take (or are reasonably expected to take) more than 30 days to complete, Alpha CRC shall be entitled to issue interim invoices.

4.2 Unless other payment terms are specified in a Contract, the Client shall pay each invoice issued by Alpha CRC within 30 days from the date of the invoice. If the Client requests that Alpha CRC invoices a third party in respect of any Services and such third party fails to pay the invoice by the due date, Alpha CRC is entitled to reissue the invoice to the Client and the Client shall pay such invoice in full on receipt.

4.3 For the avoidance of doubt, the Client is not entitled to delay payment of an invoice issued by Alpha CRC as a result of any failure or delay in payment by the Client's own client or customer, even where the Client has notified Alpha CRC that the Services are being provided for the benefit of such client or customer.

4.4 In the event of a bona fide dispute, the Client shall pay the disputed invoice (or, if applicable, the disputed part of the invoice) within 7 days of the dispute being resolved in Alpha CRC's favour.

4.5 If the Client fails to pay an undisputed and overdue invoice within 7 days of receiving a written notice from Alpha CRC, then Alpha CRC reserves the right:

(a) to suspend or terminate some or all outstanding Contracts; and

(b) to charge interest at the rate of 8% above the base rate for the time being of the Bank of England per annum from the due date up to the actual date of payment on all unpaid invoices.

4.6 The Client may pay invoices by bank transfer, or such other payment methods as Alpha CRC may from time to time accept. Any payment processing fees or charges shall be borne by the Client.

5. Confidentiality

5.1 Each party (the "Receiving Party") undertakes to keep confidential and not to disclose to any third party any Confidential Information of the other party (the "Disclosing Party") without the Disclosing Party's prior written consent, except:

(a) to the Receiving Party's employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under this Contract, provided that the Receiving Party ensures that such persons comply with this clause 5; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

5.2 The Receiving Party shall use the Confidential Information only for the purpose of performing its obligations under this Contract.

5.3 Alpha CRC acknowledges that any Client Materials constitute Confidential Information of the Client.

5.4 Upon the termination of the Contract or at the Disclosing Party's request, the Receiving Party shall:

(a) return to the Disclosing Party all documents and materials (and any copies) containing, reflecting, incorporating or based on the Disclosing Party's Confidential Information;

(b) erase all the Disclosing Party's Confidential Information from its computer systems (to the extent possible); and

(c) certify in writing to the Disclosing Party that it has complied with the requirements of this clause.

5.5 The provisions of this clause shall survive the termination of the Contract for a period of 5 years.

6. Data Protection

6.1 In this clause, the terms "data processor", "data controller", "personal data", "data subject", "processing" and "appropriate technical and organisational measures" shall have the meanings given to them in the UK GDPR and the Data Protection Act 2018 (together, the "Data Protection Legislation").

6.2 The parties acknowledge that:

(a) the provision of the Services may require processing of personal data on behalf of the Client by Alpha CRC; and

(b) for the purposes of the Data Protection Legislation, the Client is a data controller and Alpha CRC is a data processor.

6.3 Alpha CRC shall, in relation to any personal data processed in connection with the performance of its obligations under this Contract:

(a) process that personal data only on the documented written instructions of the Client unless Alpha CRC is required by law to otherwise process that personal data;

(b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;

(c) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;

(d) not transfer any personal data outside of the UK or European Economic Area unless the prior written consent of the Client has been obtained and appropriate safeguards are in place;

(e) assist the Client in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(f) notify the Client without undue delay on becoming aware of a personal data breach;

(g) at the written direction of the Client, delete or return personal data and copies thereof to the Client on termination of the Contract unless required by law to store the personal data; and

(h) maintain complete and accurate records and information to demonstrate its compliance with this clause 6.

6.4 The Client undertakes that it shall:

(a) ensure that it has all necessary consents and notices in place to enable lawful transfer of the personal data to Alpha CRC for the duration and purposes of this Contract; and

(b) comply with all applicable Data Protection Legislation in respect of its processing of personal data.

7. Non-solicitation

The Client agrees that it will not, at any time prior to the date falling twelve (12) months after the date of completion of the Services, solicit, directly or indirectly, the services of any employee or former employee of Alpha CRC or of any subcontractor of Alpha CRC who has at any time been involved with the provision of Services.

8. Cancellation and postponement

8.1 If the Client notifies Alpha CRC that it wishes, for any reason, to postpone or cancel any Services, Alpha CRC may (at its discretion) agree to such postponement or cancellation, subject to the following cancellation fees:

(a) for cancellation more than 5 working days before the scheduled commencement of the Services: no fee;

(b) for cancellation between 3 and 5 working days before the scheduled commencement of the Services: 25% of the Charges;

(c) for cancellation between 1 and 2 working days before the scheduled commencement of the Services: 50% of the Charges; and

(d) for cancellation less than 24 hours before the scheduled commencement of the Services: 100% of the Charges.

8.2 In addition to any cancellation fees payable under clause 8.1, the Client shall pay all Charges which have accrued and all Expenses that have been incurred up to the date of cancellation or postponement.

8.3 Alpha CRC shall be entitled to terminate a Contract with immediate effect and without liability if it reasonably believes that the Client is or may be in breach of clause 3.4.

9. Intellectual Property Rights

9.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any Client Materials) shall be owned by Alpha CRC.

9.2 The Client grants Alpha CRC a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any Client Materials for the term of the Contract for the purpose of providing the Services to the Client.

9.3 Alpha CRC grants the Client a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual and irrevocable licence to copy and use the translations and other deliverables provided as part of the Services for the purpose for which they were commissioned.

9.4 Unless otherwise agreed in writing, Alpha CRC shall be entitled to:

(a) retain and use any translation memories, glossaries and terminology databases created in the course of providing the Services; and

(b) use such translation memories, glossaries and terminology databases for the purpose of providing services to other clients, provided that in doing so Alpha CRC does not breach its confidentiality obligations under clause 5.

9.5 The Client warrants that it has the right to use and to allow Alpha CRC to use any Client Materials in accordance with the Contract.

10. Liability

10.1 Alpha CRC shall not be liable, whether in negligence, for breach of contract, misrepresentation or otherwise, for:

(a) any publication or printing errors, unless the final proof has been submitted to Alpha CRC for checking and approval prior to going to print; or

(b) any errors in numbering or numerals, the checking of which is the sole responsibility of the Client; or

(c) any errors in any amendment or modification made by the Client to a translation, unless Alpha CRC and the Client have expressly agreed that Alpha CRC is responsible for checking such amendment or modification; or

(d) any indirect or consequential loss, damage, expense or cost of any kind suffered or incurred by the Client.

10.2 Subject to clause 10.1, the maximum aggregate liability of Alpha CRC under or in connection with a Contract, whether in negligence, for breach of contract, misrepresentation or otherwise, is limited, in respect of each event or series of connected events, to an amount equal to the higher of (i) 100% of the Charges payable under the Contract and (ii) £50,000.

10.3 The exclusions and limitation in clauses 10.1 and 10.2 shall apply to the fullest extent permissible at law, but Alpha CRC does not exclude liability for death or personal injury caused by the negligence of Alpha CRC, its officers, employees, subcontractors or agents, for fraud or fraudulent misrepresentation, breach of the obligations implied by section 12 Sale of Goods Act 1978 or section 2 Supply of Goods and Services Act 1982, or any other liability which may not be excluded by law.

11. Information Security

11.1 Alpha CRC shall implement and maintain appropriate technical and organisational security measures to safeguard the Client Materials and any other Confidential Information of the Client against unauthorised or unlawful processing and against accidental loss, destruction or damage.

11.2 Upon reasonable request, Alpha CRC shall provide the Client with information about its information security practices and procedures as they relate to the Services.

11.3 In the event of any actual or suspected security breach that affects or may affect the Client Materials or Confidential Information, Alpha CRC shall notify the Client without undue delay and cooperate with the Client to investigate and remediate the breach.

12. Dispute resolution

Alpha CRC and Client agree that any disagreements about the quality of the Services shall be referred to an arbitrator to be agreed and appointed by the parties or, if the parties fail to agree, by an arbitrator appointed by the President of the Chartered Institute of Arbitrators.

13. Force Majeure

In the event of Force Majeure (which shall include strike, fire, industrial dispute, civil commotion, natural disaster, acts of war and any other situation which can be shown to have materially affected Alpha CRC's ability to undertake and complete the Services as agreed), Alpha CRC shall notify the Client as soon as it becomes aware of such event, indicating the circumstances. An event of Force Majeure shall entitle either Alpha CRC or the Client to terminate the Contract with immediate effect, subject to the Client paying Alpha CRC for all Services completed and Expenses incurred up to the date of termination. Alpha CRC shall not be liable for the consequences of non-performance or any delay in completion or delivery of Services as a result of Force Majeure.

14. Assignment and subcontracting

14.1 Neither party shall assign its rights or obligations under a Contract without the prior written consent of the other party.

14.2 Alpha CRC is entitled to subcontract some or all of the Services, provided that Alpha CRC shall remain solely responsible for the acts and omissions of its subcontractors.

15. Waiver

The waiver by either party of a breach or default of any of the provisions of a Contract by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

16. Severability

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

17. Entire Agreement

17.1 Each Contract constitutes the entire agreement between the parties with respect to the provision of Services and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

17.2 Each party acknowledges that in entering into a Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.

17.3 Nothing in this clause shall limit or exclude the liability of either party for fraud or fraudulent misrepresentation.

18. Jurisdiction

Each Contract is governed by English law and Alpha CRC and the Client irrevocably submit to the non-exclusive jurisdiction of the English Courts, provided that nothing in this clause shall prevent Alpha CRC from taking legal action against the Client in any jurisdiction in which the Client carries on business.