

Terms and Conditions of Business

These Terms and Conditions apply to all business transactions with our customers. The Terms and Conditions are acknowledged upon placing an order and apply for the entire duration of the business relationship. They also apply to future business.

1. DEFINITIONS

Agreement means the order for the provision of the Services by The Universal Group to the Client.

Client means any individual, company, firm, organization or other legal person who commissions the services.

Services means the services to be provided by The Universal Group to the Client.

2. COPYRIGHT

2.1 The Universal Group accepts an order from the Client on the understanding that performance of the translation task will not infringe any third party rights.

2.2 The Client undertakes to hold The Universal Group harmless from any claim for infringement of copyright and/or other intellectual property rights in all cases.

2.3 The Client undertakes to hold The Universal Group harmless from any legal action including defamation which may arise as a result of the content of the original source material or its translation.

3. CHARGES

3.1 The Universal Group reserves the right to issue estimates or budgetary responses outside of a formal quotation on client request. Estimates are not binding and do not form the basis of an agreement until a final quotation reference is provided.

3.2 All quotations with a quotation reference indicating a proposal to undertake services on a customer's behalf by The Universal Group and are valid for 30 days from the date on the quotation document.

3.3 Method of delivery to our client shall be identified and all disbursements incurred in the completion of the activity will be charged on a transparent, pass through basis by The Universal Group with no additions or deductions.

3.4 Where appropriate, the Universal Group will clearly identify shipping costs to support the Clients request as a separate line item on each invoice.

3.5 Online Payment Services

Please read these terms carefully before using the online payments facility. Using the online payments facility on this website indicates that you accept these terms. If you do not accept these terms do not use this facility.

- Your payment will take a minimum of 1 working day to reach the account to which you are making a payment. (This includes time to verify your credit/debit card details with your credit/debit card supplier and for payment to be notified to The Universal Group.)
- The Universal Group do not accept liability for a payment not reaching the intended account due to a customer quoting an incorrect account number.
- The Universal Group do not accept liability if your payment is refused or declined by the credit/debit card supplier (due to the customer quoting incorrect card details or other reasons).
- If the credit/debit card supplier declines payment, The Universal Group is under no obligation to bring this fact to the customer's attention. Customers should check with their bank/credit/debit card supplier that payment has been deducted from their account.
- The Universal Group do not store your credit/debit card details on our website. This information is processed by our chosen Payment Processing Company.
- You will receive confirmation of your payment by email as well as an on screen confirmation after you make payment.

4. ACCEPTANCE

4.1 All orders will be deemed accepted upon the delivery of a signed order acknowledgement by transmission of an acceptance by fax or email to the Client.

5. DELIVERY

5.1 The date of delivery provided in the quotation is an assessment of the date when the Client can expect delivery. The Universal Group in no way accepts liability for third party delivery.

5.2 The Universal Group are not responsible for any delays in delivery of the work undertaken as a result of the period of time taken by any third party organisations subcontracted including (but not limited too) the choice of couriers or postal services specified by either party.

6. CONFIDENTIALITY

6.1 Any original documents or information provided by the Client as confidential, and any translated material, shall be treated as confidential by The Universal Group.

6.2 The Universal Group shall not, without the prior consent by the Client, divulge or otherwise disclose such information to any person other than authorised employees or authorised sub-contractors of The Universal Group and authorities, whose job performances require such act.

6.3 Your right to privacy is very important to us and we will not provide any of your personal information obtained via our web site or online services to other companies or individuals unless required to by law. Should you require further details of the Universal Group commitment to your privacy please see online document marked: Privacy Policy 2010 Revision D or email info@theuniversalgroup.net marking the subject section privacy policy.

7. CANCELLATION

7.1 If a task is commissioned and subsequently cancelled, reduced in scope or rendered to the extent of all reasonable endeavours to be outside the scope of the initial agreement except in the circumstances described in provision then the Client will pay The Universal Group the full contract sum unless otherwise agreed in advance with an officer of The Universal Group.

7.3 The Universal Group are not liable to the Client for consequences which are the result of circumstances wholly beyond the control of either party.

8. PAYMENT

8.1 The Client agrees to provide full payment of invoices within 30 days of the date of invoice.

8.2 The Universal Group may request payment in advance for some projects and services at the discretion of an officer of The Universal Group.

8.3 Where payment for an invoice becomes overdue for more than 30 days allowed for payment, The Universal Group reserves the right to charge a late payment fee of no more than 12% of the outstanding invoice for each calendar month for which the payment is outstanding beyond the initial 30 day term.

8.4 All payments should be made in Euros unless otherwise agreed in writing. If any cheque from the Client is returned by the bank as unpaid for any reason, the Client will be liable for an administration fee of €60.00.

8.5 In the event of a refusal by a competent authority to process documentation on behalf of a client The Universal Group fees and disbursements are still deemed as payable by a client within the terms set out herein.

9. COMPLAINTS AND DISPUTES

9.1 Failure by The Universal Group to meet agreed order requirements shall entitle the Client to:

9.1.2 A full recovery plan from The Universal Group which identifies the steps being taken to resolve the situation and the time intervals of all steps in the process required to close any gap in the timely response of our Service.

9.1.3 The Universal Group will undertake to resolve any inaccuracies in translated documents which are deviations from the standard language in use at the date in which the document is produced. Such a matter will be resolved at no cost to the Client.

9.1.4 This entitlement shall not apply unless The Universal Group has been notified in writing of all alleged defects.

9.1.5 Any complaint in connection with a task shall be notified to The Universal Group by the Client within thirty days of the date of completion.

10. WARRANTIES AND LIABILITY

10.1 The Universal Group shall carry out the Services to the Client using all reasonable efforts.

10.2 The Client accepts that translators specialising in certain subjects, such as, but not limited to, legal or technical, may only have a general understanding of the terms normally found in these subjects texts; they are not necessarily qualified or experienced to work in the specific field. However, The Universal Group shall use its best efforts to ensure that legal/technical text is translated correctly.

10.3 The Universal Group does not undertake to provide corrections of translated documentation upon the basis of colloquial use of language or terminology.

10.4 If a translation is in any way amended or altered without the written permission of The Universal Group then The Universal Group shall not be in any way liable for amendments made or their consequences.

10.5 The Universal Group contracts under these Terms solely with the Client and expressly has no contractual relationship or liability of whatever nature under these Terms to any third party.

10.6 The Universal Group shall not be liable to the Client, except in respect of death or personal injury caused by The Universal Group's negligence, for any incidental, indirect, special or consequential damages or loss of any nature whatsoever, nor for any claim against the Client by any third party, arising from or relating to Services provided by The Universal Group, regardless of the nature of the claim or the form of the cause of action.

10.7 The Universal Group's entire liability to the Client under any Contract for the provision of any Services shall not exceed The Universal Group's Charges for the provision of the Services.

10.8 The Client warrants that for a period of two years after termination of the Agreement, the Client shall not directly or indirectly, solicit, employ, endeavour to entice away from The Universal Group or use the services of a sub-contractor who has provided the Services to the Client on The Universal Group's behalf. In the event of Client's breach under this clause, the Client agrees to pay The Universal Group damages of €45,000 per sub contractor or The Universal Group Employee affected.

10.9 The Universal Group shall not be liable to the client for any actions relating to a third part "competent authority" in the performance of services provided to the client. For the purposes of this agreement competent authorities includes (but is not limited to) third party Notary Public, Foreign and Commonwealth Office of the UK or the Foreign Office or Government Offices of any Nation required to support the activities undertaken as well as international Embassies and consulates.

10.10 Neither party shall be liable to the other for any delay in, or failure of, performance of its obligations under the Agreement arising from any cause beyond its reasonable control including act of God, government act, war, fire, flood, explosion and civil commotion.

11. TERMINATION

11.1 The Universal Group and the Client may terminate the Services with 30 days notice without affecting any accrued rights or claims of The Universal Group.

11.2 The Universal Group may suspend provision of the Services for the duration of any non-payment period.

11.3 For the avoidance of doubt, where the Services are terminated by The Universal Group under this clause, the Client will remain liable for the full payment of the Charges for the Services completed, all work in progress and any interest payable under clause 8.3

12. NOTICES

12.1 Any notice required or permitted to be given by either party to the other under these terms will be in writing addressed to the other party at its registered office or principal place of business and will be delivered personally or sent by prepaid first class letter, by e-mail or by fax.

13. Website usage policy.

13.1 By using the services tools and facilities available on our website you agree to our terms of use as stated below:

13.2 The information contained in the website is for general information purposes only. The information is provided by The Universal Group and while we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose.

13.3 Any reliance you place on such information is strictly at your own risk. In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or financial loss as a result of, or in connection with, the use of this website.

13.4 Through our website you are able to link to other websites which are not under the control of The Universal Group. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.

13.5 Every effort is made to keep the website up and running smoothly. However, The Universal Group takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.

13.6 The content of the pages of The Universal Group websites are for your general information and use only. It is subject to change without notice.

13.7 Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose.

13.8 You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

13.9 Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

13.10 The Universal Group websites contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.

13.11 All trade marks reproduced in this website which are not the property of, or licensed to, the operator are acknowledged on the website.

13.12 Unauthorised use of any website owned or managed by The Universal Group may give rise to a claim for damages and/or be a criminal offence.

13.13 From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

14. GENERAL

13.1 The invalidity or enforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

13.2 - Any dispute, controversy, or claim (a "Dispute") arising out of or in connection with these Terms and Conditions or the furnishing of Services hereunder shall be referred to and determined by binding arbitration, as the sole and exclusive remedy of the parties as to the Dispute, conducted in accordance with the London Court of International Arbitration (LCIA) rules, as in effect on the date hereof (the "Rules"), which are incorporated by reference.

13.3 These Terms and Conditions shall be governed by the law of Macedonia.