

BROADLINGUAL BUSINESS TERMS AND CONDITIONS

Last updated: 9 January 2026

BUSINESS TERMS

These Business Terms, together with any Quote, set out the terms on which Broadlingual Pty Ltd (ABN 706 815 438 22) ("**Broadlingual**", "**we**", "**our**", "**us**") provides translation and interpreting services to you ("**Client**").

These Business Terms apply to all Quotes and services unless otherwise agreed in writing.

Broadlingual may update these Business Terms from time to time. Updated terms apply prospectively only and will not affect services already agreed.

1 SERVICES

- (a) Broadlingual provides professional **translation and interpreting services** as described in the applicable Quote.
- (b) Unless expressly agreed in writing, these Business Terms apply to both translation and interpreting services.
- (c) Translation services may include:
 - (i) translations of personal or official documents for use in legal proceedings, migration and visa applications, skills assessments, DFAT apostille or authentication processes, and other official or regulatory purposes;
 - (ii) identification, review and summary translation of media content in languages other than English, including high-level analytical or contextual summaries; as well as
 - (iii) other translation or language services of a similar nature to those described above, as requested by the Client and specified in the applicable Quote.
- (d) Interpreting services may include court interpreting, affidavit interpreting, and interpreting for delegations, training programs and other formal occasions. Certain interpreting services may be subject to minimum booking periods or standard engagement durations, which will be disclosed in the applicable Quote.
- (e) Broadlingual may perform services using suitably qualified employees and subcontractors, including translators who are NAATI-certified where certification exists for the relevant language, or NAATI-recognised where no certification pathway is available.
- (f) Broadlingual may use third-party platforms and AI-assisted tools as part of its service delivery, provided reasonable care and professional judgment are exercised.

2 INTERPRETING SERVICES – ADDITIONAL CONDITIONS

- (a) Court interpreting services are generally provided via electronic appearance unless otherwise agreed.
- (b) Affidavit interpreting services are typically provided as a fixed engagement of approximately two hours, unless otherwise agreed.
- (c) Interpreting services for delegations, training programs or formal events may be subject to minimum booking periods and may extend across multiple days.
- (d) Where onsite attendance or travel is required, the Client is responsible for reasonable travel, accommodation and incidental costs, as agreed in advance.
- (e) Interpreting services are provided only in the mode agreed between the parties (onsite, video or telephone). Any change of mode must be agreed in advance and may attract different fees. Broadlingual is not responsible for technical setup or connectivity issues associated with video or telephone interpreting, beyond reasonable cooperation.

3 CLIENT OBLIGATIONS

3.1 GENERAL OBLIGATIONS

- (a) The Client must provide complete, accurate and final source materials and instructions at the time of ordering.
- (b) The Client must promptly respond to reasonable requests for clarification.
- (c) Broadlingual is not responsible for errors arising from incomplete, unclear or inaccurate information supplied by the Client.
- (d) The Client must ensure that all source materials submitted are final and complete. Any changes to source materials after work has commenced may result in additional fees and revised delivery timeframes.

3.2 INTERPRETING SERVICES

- (a) For interpreting services, the Client must provide accurate and complete assignment details, including:
 - (i) the subject matter and nature of the assignment;
 - (ii) the scheduled start time, clearly stated in the applicable local time zone (for example, AEST or AEDT);
 - (iii) the expected duration of the assignment;
 - (iv) the location and full address for onsite interpreting; and
 - (v) the approximate number of speakers or participants.
- (b) The Client acknowledges that failure to disclose specialised or technical subject matter (including legal, medical or technical content) may affect the suitability of the interpreter, delivery of the services and the applicable fees.
- (c) The Client is encouraged to provide any relevant reference materials, glossaries or background information to assist in the accurate and effective delivery of interpreting services.

4 CHANGES

- (a) Any modification to source documents, instructions or scope after services have commenced (including submission of revised or incorrect documents) constitutes a variation.
- (b) Variations may result in additional fees and revised delivery timeframes. Broadlingual will notify the Client before proceeding with any variation.

5 PAYMENT

5.1 FEES

- (a) The Client must pay Broadlingual the fees specified in the applicable Quote.
- (b) Fees are calculated by reference to factors including language pair, word count, complexity and delivery timeframe.
- (c) Where a Quote is based on an estimated word count, the final fee may be adjusted to reflect the actual word count of the final source document.
- (d) For interpreting services, fees cover the agreed minimum booking duration. Additional time may be charged in 15-minute or 30-minute increments. The interpreter may decline to continue beyond the booked duration due to prior commitments.

5.2 PAYMENT TIMING

- (a) Unless otherwise agreed in writing, payment is required upfront before Broadlingual commences services.
- (b) Approved business or law-firm clients may be offered alternative payment arrangements, including instalments, which must be agreed in writing.
- (c) For the purpose of calculating delivery timeframes, approvals or confirmations received after 2:00pm (AEST) are deemed to be received on the next Business Day.

5.3 EXPENSES

The Client is only responsible for third-party costs or expenses that have been approved in advance in writing, including courier or postage costs for hardcopy delivery if requested.

5.4 GST AND CARD SURCHARGES

Fees are inclusive of GST unless stated otherwise.

6 EXPRESS SERVICES AND TURNAROUNDS

- (a) Any delivery times provided by Broadlingual are estimates only and depend on factors including scope, language, complexity and Client responsiveness.
- (b) Where the Client requests delivery within a shorter timeframe than Broadlingual's standard turnaround (**Express Services**), an additional express fee may apply.
- (c) Unless otherwise agreed in writing, express fees are calculated as follows:
 - (i) 50% uplift where delivery is requested within 24 hours;
 - (ii) 30% uplift where delivery is requested in approximately half the standard turnaround time; or
 - (iii) such other uplift as agreed where additional resourcing or prioritisation is required.
- (d) Express fees reflect the additional operational cost of prioritising work and are not penalties.
- (e) Requests for delivery at an exact time or date with no flexibility must be disclosed at the time of requesting a Quote and may attract additional fees.
- (f) If the Client delays in providing required information or approvals, Broadlingual may revise delivery timeframes or withdraw Express Services without liability.

7 THIRD-PARTY SUBCONTRACTING

Broadlingual may use third-party platforms or subcontractors. Broadlingual remains responsible for service delivery.

8 DISCLAIMERS

8.1 NO LEGAL, FINANCIAL OR PROFESSIONAL ADVICE

- (a) Broadlingual provides translation and interpreting services only.
- (b) Nothing provided by Broadlingual, whether by way of translation, interpreting, summary, extract, commentary, explanation, or translator's note, constitutes legal advice, financial advice, migration advice, or any other form of professional advice.
- (c) Broadlingual and its interpreters are not responsible for any decisions made by participants, or for any outcomes, actions or consequences arising from the use of the Services, to the extent permitted by law.
- (d) The Client acknowledges that:
 - (i) Broadlingual does not advise on the legal effect, validity, enforceability, sufficiency or appropriateness of any document; and

- (ii) the Client is solely responsible for obtaining independent professional advice where required.

8.2 PURPOSE-BASED RELIANCE

- (a) Translations are prepared solely for the purpose disclosed by the Client at the time of engagement.
- (b) Broadlingual does not accept responsibility for, and disclaims liability arising from:
 - (i) use of a translation for a different purpose than that disclosed;
 - (ii) reliance on a translation in a context requiring legal interpretation, regulatory compliance or professional judgment beyond linguistic accuracy.

8.3 SUMMARY, PARTIAL & EXTRACT TRANSLATIONS

- (a) Where the Services include **Summary Translations, Partial Translations** or **Extract Translations**, the Client acknowledges and agrees that:
 - (i) only selected or key information is translated;
 - (ii) such translations necessarily involve editorial judgment and condensation;
 - (iii) the terms "Summary", "Partial" or "Extract" will appear on the translation and cannot be removed; and
 - (iv) the translation does not represent a complete or comprehensive rendering of the source document.
- (b) To the maximum extent permitted by law, Broadlingual:
 - (i) does not warrant that a summary, partial translation or extract captures all relevant information; and
 - (ii) is not liable for any loss, decision or outcome arising from reliance on a summary, partial translation or extract where a full translation would have been appropriate.

8.4 ACCURACY DEPENDENT ON SOURCE MATERIAL

- (a) Broadlingual relies on the accuracy, completeness and clarity of the source materials and information provided by the Client.
- (b) Broadlingual is not responsible for:
 - (i) errors, ambiguities or omissions inherent in the source document;
 - (ii) inaccuracies arising from unclear handwriting, poor image quality, incomplete records, or corrupted files;
 - (iii) inconsistencies or errors resulting from incorrect or incomplete information supplied by the Client.

8.5 INTERPRETING LIMITATIONS

- (a) Interpreting services reflect the spoken content as delivered, including any ambiguity, errors, omissions, emphasis or emotional tone present in the original speech.
- (b) The Client acknowledges that the accuracy of interpreting may be affected by factors outside the interpreter's control, including (without limitation):
 - (i) overlapping or simultaneous speech;
 - (ii) poor audio or video quality, background noise or technical interruptions;
 - (iii) fast speech, strong accents, dialects or regional variations; and
 - (iv) speakers changing language, speaking unclearly or failing to pause for interpretation.
- (c) To the extent permitted by law, Broadlingual and its interpreters are not liable for inaccuracies or misunderstandings arising from these factors.

8.6 TRANSLATOR'S NOTES

- (a) Translator's notes are included solely to assist the reader in understanding linguistic, formatting or structural aspects of the source document.
- (b) Translator's notes:
 - (i) do not verify facts or authenticate content;
 - (ii) do not resolve substantive ambiguities through speculation;
 - (iii) do not introduce information not present in the source document; and
 - (iv) cannot be removed or altered at the Client's request.

8.7 FORMATTING & PRESENTATION

- (a) While Broadlingual takes reasonable care to reflect the content of the source document, the Client acknowledges that:
 - (i) the layout, formatting, pagination or visual presentation of the translation may differ from the original; and
 - (ii) differences arising from language expansion, contraction, templates or formatting conventions do not constitute errors.
- (b) Formatting differences that do not affect key information are not grounds for amendment or liability.

8.8 CERTIFICATION & OFFICIAL USE

Where a translation is NAATI-certified or prepared for official use, the Client acknowledges that:

- (a) translators are bound by professional and ethical standards and cannot alter content to suit client preferences; and
- (b) certified translations must reflect the source text accurately, even where this may be disadvantageous or undesirable to the Client.

8.9 NO GUARANTEE OF ACCEPTANCE BY THIRD PARTIES

- (a) Broadlingual does not guarantee that any translation will be accepted by courts, government departments, migration authorities, educational institutions, or any other third party.
- (b) Acceptance criteria are determined solely by the relevant authority.
- (c) Interpreting services are provided to facilitate real-time communication only and do not constitute a transcript, verbatim record, certified record or official record of any proceeding, conversation or event.
- (d) Broadlingual does not warrant or guarantee that any interpretation will be accepted as evidence by a court, tribunal, government authority or other third party.
- (e) To the extent permitted by law, any reliance on interpreted content is at the Client's own risk, and Broadlingual and its interpreters are not responsible for how interpreted content is used or relied upon.

8.10 TECHNOLOGY & THIRD-PARTY PLATFORMS

- (a) Broadlingual may use third-party platforms and AI-assisted tools as part of its translation processes.
- (b) While reasonable care is taken, Broadlingual does not warrant uninterrupted availability, absolute security, or error-free operation of third-party systems and is not responsible for failures beyond its reasonable control.

8.11 INTERNET & ELECTRONIC TRANSMISSION

- (a) The Client acknowledges that electronic transmission of documents carries inherent risks and Broadlingual is not responsible for interception, corruption, loss or unauthorised access occurring during electronic transmission, to the extent permitted by law.

- (b) The Client is responsible for ensuring that, where interpreting services are provided by video or telephone, the Client has stable internet connectivity, functional devices, and access to the agreed platform.
- (c) Any time lost due to client-side technical issues, including connectivity problems, platform access issues or device failures, may be charged as part of the booked interpreting time.
- (d) If interpreting services cannot proceed, or are interrupted, due to a technical failure beyond the interpreter's reasonable control, the session will be deemed delivered or partially delivered (as applicable), and the Client remains responsible for the Fees in accordance with the agreed booking.

8.12 LIMITATION BY LAW

- (a) Nothing in this Disclaimers section excludes, restricts or modifies any rights or remedies the Client may have under the *Competition and Consumer Act 2010* (Cth) or any other applicable law.
- (b) Where liability cannot be excluded, Broadlingual's liability is limited to the extent permitted by law.

9 ACCREDITATIONS

- (a) Broadlingual may include its name, accreditation details and any required certification statements on translated documents where this is necessary to comply with professional standards, certification requirements or the NAATI Code of Conduct.
- (b) Except as required for certification or by law, the Client is not required to attribute or credit Broadlingual when using the Deliverables.
- (c) Broadlingual must not publish, reproduce, disclose or use the Deliverables (or any part of them) for marketing, portfolio, promotional or other purposes without the Client's prior written consent.
- (d) Nothing in this clause permits Broadlingual to disclose confidential or sensitive Client information.

10 CONFIDENTIALITY, DATA HANDLING AND PRIVACY

- (a) Each party must keep confidential all information received from the other in connection with this agreement, except as required by law or for the purpose of performing the Services.
- (b) Broadlingual will handle all Client materials in accordance with the NAATI Code of Conduct and will retain source documents and translations only for as long as reasonably necessary, typically deleting them within 48 hours to 7 days after completion unless legal or regulatory obligations require longer retention.
- (c) Personal information is handled in accordance with Broadlingual's Privacy Policy, available on its website.

11 INTELLECTUAL PROPERTY

11.1 CLIENT CONTENT

The Client retains ownership of all source documents supplied to Broadlingual and grants Broadlingual a non-exclusive licence to use those materials solely for the purpose of providing the Services.

11.2 TRANSLATED MATERIALS

- (a) Upon full payment of all Fees, all intellectual property rights in the translated materials vest in the Client, subject to Broadlingual retaining ownership of its underlying methodologies, templates, systems and know-how.
- (b) The Client must not use the translated materials for any purpose other than the purpose disclosed to Broadlingual without Broadlingual's prior written consent.

12 WARRANTIES

- (a) To the maximum extent permitted by applicable law, all express or implied representations and warranties not expressly stated in this agreement are excluded.
- (b) Nothing in this agreement is intended to limit the operation of the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth) (**ACL**). Under the ACL, the Client may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the services provided.

13 LIABILITY

13.1 LIMITATION OF LIABILITY

To the maximum extent permitted by law, the total liability of each party in respect of loss or damage sustained by the other party in connection with this agreement is limited to the amount paid by the Client to Broadlingual under the relevant Statement of Work.

13.2 CONSEQUENTIAL LOSS

To the maximum extent permitted by law, neither party will be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue in connection with this agreement or any services provided by Broadlingual, except:

- (a) in relation to a party's liability for fraud, personal injury, death or loss or damage to tangible property; or
- (b) to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth).

13.3 AUSTRALIAN CONSUMER LAW

Nothing in this agreement excludes, restricts or modifies any consumer guarantees or rights available under the *Competition and Consumer Act 2010* (Cth).

14 CANCELLATION, SUSPENSION AND COMPLETION

14.1 CANCELLATION BY CLIENT – TRANSLATION SERVICES

- (a) The Client may cancel translation services at any time by written notice to Broadlingual.
- (b) If the Client cancels:
 - (i) before work has commenced, Broadlingual may charge a reasonable administrative fee per language;
 - (ii) after work has commenced, the Client must pay:
 - i. the fees for translation services performed up to the time of cancellation; and
 - ii. any third-party costs reasonably incurred with the Client's prior approval.
- (c) Any amounts payable under this clause represent a genuine pre-estimate of Broadlingual's costs and are not penalties.

14.2 CANCELLATION BY CLIENT – INTERPRETING SERVICES

- (a) Interpreting services may be cancelled without charge if the Client provides at least 30 minutes' notice before the scheduled start time.
- (b) If less than 30 minutes' notice is given, or the Client fails to attend, Broadlingual may charge for the booking in accordance with the agreed fees.

14.3 SUSPENSION OR REFUSAL OF SERVICES BY BROADLINGUAL

- (a) Broadlingual may suspend or refuse to commence or continue providing services if:
 - (i) payment is not made in accordance with the agreed payment terms;

- (ii) the Client fails to provide required information or provides incomplete or inaccurate materials;
 - (iii) the Client requests changes that would result in inaccurate, misleading or non-compliant translations; or
 - (iv) continuing the services would breach applicable laws, professional standards or the NAATI Code of Conduct.
- (b) Broadlingual is not liable for any delay or non-performance arising from a suspension under this clause.

14.4 COMPLETION OF SERVICES

Unless cancelled earlier, translation services automatically conclude upon delivery of the completed translation and payment of all applicable fees.

14.5 EFFECT OF CANCELLATION, SUSPENSION OR COMPLETION

Upon cancellation, suspension or completion of services:

- (a) Broadlingual will provide any completed deliverables for which payment has been made;
- (b) the Client must not use any deliverables that have not been paid for; and
- (c) clauses relating to confidentiality, intellectual property, disclaimers and limitation of liability will continue to apply.

15 IF THE PARTIES HAVE A DISPUTE

- (a) If a dispute arises under this agreement, the parties must first attempt to resolve the dispute in good faith through informal discussions.
- (b) If the dispute is not resolved within a reasonable time, either party may refer the dispute to mediation administered by the Australian Disputes Centre.
- (c) Each party will bear its own costs of mediation and share the mediator's fees equally.
- (d) Nothing in this clause prevents either party from seeking urgent interlocutory relief or commencing proceedings where required under the Australian Consumer Law or other applicable law.

16 NOTICES

- (a) Any notice under this agreement must be given in writing and may be sent by email to the email address specified in the relevant Statement of Work or otherwise used by the parties for correspondence.
- (b) A notice sent by email will be taken to be received on the next Business Day after it is sent, unless the sender receives an automated delivery failure notice.

17 FORCE MAJEURE

- (a) Neither party will be liable for delay or failure to perform its obligations (other than payment obligations) to the extent the delay or failure is caused by an event beyond its reasonable control, including natural disasters, pandemics, government actions or industrial action.
- (b) The affected party must notify the other party as soon as reasonably practicable of the force majeure event and its expected impact.
- (c) The affected party must use reasonable endeavours to resume performance as soon as practicable.
- (d) If the force majeure event continues for an extended period and materially affects performance, either party may terminate the affected Services by written notice.

18 GENERAL

18.1 GOVERNING LAW AND JURISDICTION

This agreement is governed by the law applying in Queensland, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of Queensland and courts of appeal from them in respect of any proceedings arising out of or in connection with this agreement. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

18.2 BUSINESS DAYS

If the day on which any act is to be done under this agreement is a day other than a Business Day, that act must be done on or by the immediately following Business Day except where this agreement expressly specifies otherwise.

18.3 AMENDMENTS

These terms may only be amended in accordance with a written agreement between the parties.

18.4 WAIVER

No party to this agreement may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

18.5 SEVERANCE

Any term of which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of this agreement is not limited or otherwise affected.

18.6 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

18.7 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under this agreement without the prior written consent of the other party.

19 DEFINITIONS

In these Business Terms, unless the context requires otherwise:

ACL means the Australian Consumer Law contained in Schedule 2 of the *Competition and Consumer Act 2010 (Cth)*.

Business Day means a day other than a Saturday, Sunday or public holiday in Queensland.

Broadlingual means Broadlingual Pty Ltd (ABN 706 815 438 22).

Client means the person or entity requesting or receiving the Services.

Confidential Information means all information disclosed by one party to the other in connection with the Services that is confidential by its nature or designated as confidential, including documents, content, personal information and business information.

Deliverables means any translations, interpretations, documents or other outputs provided by Broadlingual as part of the Services.

Express Fee means an additional fee charged for Express Services.

Express Services means Services requested by the Client to be completed within a shorter timeframe than Broadlingual's standard turnaround.

Fees means the fees payable for the Services as set out in a Quote or otherwise agreed in writing.

Interpreting Services means oral language interpretation services provided by Broadlingual, whether onsite, remote or otherwise.

NAATI means the National Accreditation Authority for Translators and Interpreters Ltd.

Partial Translation means a translation of specific sections, pages or content of a source document, as expressly identified or instructed by the Client, rather than a complete translation of the entire document.

Quote means a written quotation or estimate issued by Broadlingual for the provision of Services.

Services means the translation and/or interpreting services provided by Broadlingual, as described in the applicable Quote and these Business Terms.

Source Materials means all documents, content, information or materials supplied by the Client for the purpose of the Services.

Summary Translation means a condensed translation involving editorial selection of material rather than a full translation.

Extract Translation means a translation limited to selected or key information rather than the full source document.

Translation Services means written translation services provided by Broadlingual.