

Speech Marks Translation

Terms and Conditions

'Service Provider' means Speech Marks Translation Ltd. [company number 8038501], registered in England and Wales. All language work implies that the Client has agreed to these terms and conditions, which override any other document and are subject to modification without notice.

Intended Usage

The Client shall clearly indicate the intended use of the translation, that is to say whether it is required either for information or for eventual publication.

Quotations and Acceptance

The service provider will provide a free quotation for each order, which includes:

- the number of words to be translated/edited/proofread/written
- the rate (per source word, per 1,000 words, per hour or as a flat rate for small word counts)
- the estimated delivery date
- any surcharges (e.g. formatting, postage or weekend projects)

All work is carried out subject to signed confirmation by the Client and no contract shall be concluded until such confirmation is given. Each order when accepted constitutes a separate contract.

Deposits

New Clients will be required to provide advanced payment of 50%-100%. Existing clients may be required to provide advanced payment of 50% for any orders worth more than £500.00.

Delivery

Prices are based on delivering the finished text(s) electronically (as email attachments) in Word format. Additional costs may apply for providing the translation in an alternative format, or printing and postage if a hard copy is required.

The Translation Provider shall not be held responsible for any loss, damage or late delivery of finished work due to the postal or telecommunication services or to force majeure.

Payment Terms

Payment can be accepted by bank transfer (preferred), PayPal or cheque (UK). Payment of the balance amount is due 14 days after receipt of the translated file(s) for both new and existing clients.

Late payments will result in additional charges and/or penalties.

For long assignments or texts, the Translation Provider may request initial payment and periodic partial payments on terms to be agreed. Where delivery is in installments and notice has been given that an interim payment is overdue, the Translation Provider shall have the right to stop work on the task in hand until the outstanding payment is made or other terms agreed.

Order Modification or Cancellation

Any project that is changed or cancelled after the quotation has been accepted will be subject to a cancellation charge of 50%, in addition to the cost of any work that has already been completed.

Confidentiality

The Translation Provider shall keep strictly confidential all information received in connection with any translation assignment or enquiry. Nevertheless, a third party may be consulted over subject-related and specific terminology queries, provided that there is no disclosure of confidential material.

In addition, the Translation Provider can sign specific confidentiality agreements for project or client-specific security requirements.

Complaints or Disputes

If a translation is required urgently, it will not be possible to revise the text to a normal standard, and the Client shall have no grounds for complaint regarding the quality of the translation.

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The parties acknowledge that translation is not an exact science and no two translators will translate any text in the same way as each other.

Failure by the Translation Provider to meet agreed order requirements or to provide a translation which is fit for its stated purpose shall entitle the Client to:

- a. reduce, with the Translation Provider's consent, the fee payable for work done by a sum equal to the reasonable cost necessary to remedy the deficiencies, and/or
- b. cancel any further instalments of work being undertaken by the Translation Provider.

In any event, the Translator is not liable for any amount that goes beyond the invoiced amount.

Such entitlement shall only apply after the Translation Provider has been given one opportunity to bring the work up to the required standard. This entitlement shall not apply unless the Translation Provider has been notified in writing of all alleged defects.

Any complaint in connection with a project shall be notified to the Translation Provider by the Client (or vice-versa) within one month of the date of delivery of the translation.

Liability

The Translation Provider accepts no liability for the consequences of any delay in completion of the Translation Task caused by the Client and in this event any agreed deadlines or delivery schedules will automatically cease to be valid and new dates must be negotiated.

The Translation Provider shall carry out the translation with reasonable skill and care and in accordance with the Code of Professional Conduct of the Institute of Translation and Interpreting. The Translation Provider shall endeavour to ensure that the translation is suitable for its agreed purpose and target readership.

In any event, the Translator is not liable for any amount that goes beyond the invoiced amount.

Copyright

The Translation Provider accepts an order from the Client on the understanding that performance of the Translation Task will not infringe any third party rights.

If the source language text is subject to copyright, the Translation Provider shall only accept an order on the understanding that the Client

- b. has obtained the translation rights, or
- c. will be using the translation only for private study.

If the Translation Provider retains copyright, unless otherwise agreed in writing, any published text of the translation shall carry the statement: "© English translation by Megan Onions (Year date)", as appropriate to the particular case.

If the Translation Provider assigns the copyright and the translation is subsequently printed for distribution, the Client shall acknowledge the Translation Provider's work by means of the following statement: "English translation by Megan Onions", as appropriate to the particular case.

The Service Provider retains copyright to all text until paid for in full.