



# Terms & Conditions

The Customer hereby contracts Surrey Translation Bureau Ltd (hereafter STB Ltd) to provide one or more of the translation or translation-related services listed below (collectively defined as the Service(s)) in accordance with the terms stated within this Agreement, unless alternative terms are expressly agreed in writing. The Service(s) can be provided separately or in combination.

1. **Translation:** Transposition of written text from one source language into another target language(s), such that the translated text(s) meets the requirements and standard idioms of the target language(s) in a particular country or countries.
2. **Revision:** Comparison of a translated document against the original source document to ensure its accuracy, suitability for the agreed purpose, consistency and use of appropriate terminology.
3. **Editing:** Modification of a target language text to fine tune the style, register and terminology.
4. **SEO translation:** Translation of website content for a specific target market, including provision of key words for search engine optimisation.
5. **Transcreation:** Development of a brand message for a different language and culture that retains the same impact as the original source language campaign.
6. **Desktop publishing:** Insertion of translated text back into the original file format, plus checks to ensure the correct formatting of the final translated document.
7. **Localisation:** Transposition of written text from one language variant to another, e.g. from US English to UK English.
8. **Subtitling:** Provision of subtitles for the original language, a different language or for the deaf or hard of hearing.
9. **Post-editing machine translation:** Correction of machine translated text to ensure that the content is complete, clear and accurate.
10. Other services as required.

## Scope of service

The Customer agrees:

1. to provide STB Ltd with clear and legible documents in a usable format, plus any relevant reference material, by the agreed date and/or time, or the date and/or time necessary in order for STB Ltd to meet the requirements of the Service(s).
2. that the technical and linguistic accuracy of the source text is the sole responsibility of the Customer.
3. to provide clear written instructions for completing the commissioned Service(s), including but not limited to information on text purpose, the language(s) (and language variant(s)) required and the deadline preferred, such that STB Ltd can ensure the delivered Service(s) meet the Customer's needs and specifications.

4. that STB Ltd has the right to subcontract any commissioned Service(s) to third parties; in this case, STB Ltd will remain the sole contractor and to this end, all communication will be conducted through STB Ltd. Under no circumstances should direct communication between the Customer and the subcontractor take place without the express written consent of STB Ltd.

STB Ltd agrees:

1. to complete the commissioned Service(s) in accordance with the written instructions provided by the Customer.
2. that should no clear instructions be provided by the Customer at the time of commissioning the Service(s), STB Ltd will work to the best of its ability to ensure that the quality of the Service(s) conforms with generally accepted translation industry standards.
3. to treat all documents submitted to STB as confidential unless already known to be in the public domain (for example in the case of website material already online) and to require the same of all employees and subcontractors.

#### Delivered service

The Customer agrees:

1. that the Customer shall confirm receipt and acceptance of the completed Service(s) upon request.
2. that STB Ltd shall not be liable to the Customer in respect of delays or other matters that are beyond the control of STB Ltd (including, but not limited to, serious illness, accident, temporary disability, technical failure or force majeure). Should such an event occur, the Customer will have the option to withdraw from the contract of service and will be liable to pay STB Ltd in full for any Service(s) commissioned and completed to date.
3. that ownership of the commissioned Service(s) and unlimited usage rights shall only pass to the Customer once STB Ltd has received payment in full.
4. not to use STB Ltd's name in relation to delivered Service(s) without STB Ltd's prior agreement in writing.
5. that STB Ltd will store and safeguard all electronic files and documents that it receives and processes for a period of five (5) years, unless agreed otherwise, or unless the file or document is an accounting record, in which case it will be stored for a minimum of seven (7) years. All hard copy documents will be scanned, where possible, and copies of these will be stored for the same period.

STB Ltd agrees:

1. to deliver the commissioned Service(s) to the Customer by the method agreed and within the timeframe agreed. By default and unless otherwise agreed, this method will be via email, or if needed, via FTP server or another agreed method of secure file exchange. STB Ltd cannot be held liable for the non-arrival of Service(s) once sent, either electronically or in hard copy.
2. to return any hard copy original documents to the Customer by first-class post or standard international delivery on request. Documents returned by courier or registered post will be subject to an additional fee.

### Payment

The Customer agrees:

1. to accept the payment terms set out by STB Ltd, unless otherwise agreed.
2. to accept and pay for the completed Service(s) by the due date in accordance with the payment terms, assuming that STB Ltd has followed the Customer's instructions and has met generally accepted translation industry standards.
3. that separately commissioned Service(s) performed under this Agreement will form a separate contract and will be accepted and paid for without reference to other commissions or agreements.
4. to pay interest at the Bank of England base rate plus 8% per annum and any cost of collection in the event of late payment, and acknowledge that further commissions may be refused, at least until full payment is received for completed Service(s).
5. to disclose, when commissioning the Service(s), any factors that may affect payment.
6. that, if following a review of the completed Service(s), the Customer requires any further Service(s) to be performed which do not fall under the scope of the original instructions, STB Ltd will have the right to charge accordingly.

STB Ltd agrees:

1. to provide the Customer with a clear, no-obligation quote, on request, for the required Service(s), which will form the basis for the final costs and be valid for 30 days from issue. All quotes may be subject to alterations should the requirements of the requested Service(s) alter in any way.
2. to inform the Customer as soon as possible if the costs of the commissioned Service(s) will alter from those costs indicated and to what extent. Should this occur, the Customer will have the option to withdraw from the contract of service and will be liable to pay STB Ltd in full for any Service(s) commissioned and completed to date.

## Liability for defects

The Customer agrees:

1. that, if the Customer uses the delivered Service(s) for any purpose other than that set out in the instructions given for the Service(s), they waive their right to any compensation for damages, should the need arise.
2. that STB Ltd will not be held liable if the Customer fails to provide instructions to STB Ltd for the completion of the Service(s) and a defect arises as a result of this lack of instruction.
3. that, should the delivered Service(s) fail to meet generally accepted translation industry standards, the Customer will grant STB Ltd a reasonable opportunity and timeframe within which to rectify any shortcomings in the Service(s). STB Ltd will not be held liable should this opportunity not be provided.

STB Ltd agrees:

1. to conduct a review of any perceived defect in the delivered Service(s) and to correct any delivered Service(s) that fails to comply with the Customer's instructions or meet generally accepted translation industry standards without further charge, provided the defect is brought to the attention of STB Ltd within six (6) months of delivery. The services of a third party may be called upon to arbitrate in the event of a dispute.
2. to maintain in force professional indemnity insurance with a reputable insurance company and, on request, provide details of cover. All claims will be limited to the amount of the insurance payment of the policy, should a claim arise.

## Final provisions

1. If any invalid, unenforceable or illegal provision of these Terms and Conditions would be valid, enforceable and legal if some part of it were deleted or modified, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
2. Any references to persons in these Terms and Conditions shall include incorporated and unincorporated persons; references to the singular include the plural and vice versa.
3. Any references to "in writing" or "written" in these Terms and Conditions shall include communication via email.
4. These Terms and Conditions are governed by English law and the Parties submit to the exclusive jurisdiction of the English courts.