

Terms and Conditions

In booking any service with Salina Interpreting & Translating Services Ltd, be it translation, Interpretation or language training, the client enters into a binding agreement with the Company covered by the following terms. In the event of any conflict between any parts of this Contract, the documents constituting the agreement between the parties shall have priority in the following order:

1. Service level agreement (if any) entered into between the parties.
2. These Terms and Conditions.

1. Definitions

"The Company" means Salina Interpreting & Translating Services Ltd. "Work" means translation, Interpretation or any other work undertaken by or any other services supplied by the Company. "Client" means any person to whom the Company shall supply work, or refer to another service provider. "Original Works" means the documents, files, materials and works provided by you for the purposes of carrying out the Services. "Services" means translation & Interpretation services performed by us for you.

2. Quotations

Any verbal quote or other such estimated price are for guidance only and should not be considered as binding in any way. Any such verbal estimates are subject to written (be it printed or electronically) confirmation. Written quotations remain valid for 14 days after first dispatch unless otherwise stated.

- The cost of translation is based upon the number of words in the source or target text. Additional costs may result depending upon the technical nature of the text.
- The cost of Interpretation is based upon the amount of time spent interpreting. The minimum unit of time measured for interpretation is one hour. Additional costs may result depending upon the technical nature of the client requirements such as the style of interpretation required.
- The company reserves the right to make an additional charge to the quoted amount, if after commencement of translation, changes to the original works are advised by the Client. Such additional charges are made on a time basis.
- An additional administration charge may be applicable to translation and interpretation jobs in which less than three working days notice is given. This charge is at the discretion of the company.

3. Payments

Translation: Payments for all work shall be made within 28 days of invoice date unless specifically agreed in writing by the Company, although in some circumstances payment or part payment may be requested prior to the commencement of the work.

Interpretation: Payments for all work shall be made within 28 days of invoice date unless specifically agreed in writing by the Company. For non-account customers, an initial payment may have to be made before we send an Interpreter.

Without prejudice to the Company's other rights, the company reserves the right to levy interest charges of 8% above the published base rate of the Bank of England per month on all balances outstanding beyond the due date. Furthermore, failure to pay all outstanding balances within a three month period shall result in legal action.

4. Completion of Work

Whilst the Company shall strive to meet all deadlines set by both client and ourselves, times can be nothing more than a basic estimate and thus, the Company is not liable for the consequences of any delay for any reason whatsoever. In particular, the Client should be aware that the company cannot be held responsible for delays or information degradation associated with any breakdown whatsoever caused by failures on the Client's servers or telecom's systems, or the Company's servers or Telecom' systems which are outside the control of the Company and which are known to occur from time to time.

In the case of Interpretation or language training, the Client will be asked to confirm the amount of time taken in providing the service. Salina Interpreting & Translating Services Ltd reserve the right to round off that figure to the nearest incremental hour.

Translation and language specific search engine optimisation work carried out, which has a certain timetable levied by the Client, must be outlined in a project management brief. The Client must specify a completion date when commissioning the Work, but whilst the Company shall make every reasonable effort to meet the Client's requirements, late delivery shall not however entitle the Client to withhold payment for Work already finalised.

Most work carried out (translation & Internet marketing) will be completed and sent to the Client in electronic format (document file format or PDF). In the event of Clients wishing a hard copy (CDR and / or paper) be sent via normal post, the company cannot be held responsible for delays in supply or for any failure in the fulfilment of supply caused by the postal system.

The company accept no liability for the consequences of any delay in completion of Work caused by the Client (additions or amendments to original texts) and in this event any agreed deadlines or delivery schedules will automatically cease to be valid and new dates must be negotiated.

The company reserves the right to subcontract all or part of the Work to a contractor or contractors of its own choice.

5. Cancellation and suspension

Should the Client decide to suspend, delay or cancel the work which has already been commissioned, then charges will be payable for all completed Work up to the cancellation date and for all other costs and expenses which may occur as a result of such cancellation. In case of Force Majeure (Strike, Lockout, Industrial Dispute, Civil Commotion, Natural Disaster, Acts of War and any other situation which can be shown to have materially affected the Company's ability to deal with the commission as agreed), the Company shall notify the Client without delay, indicating the circumstances. Force Majeure shall entitle both the Company and the Client to withdraw from the commission, but in any event, the Client undertakes to pay the Company for Work already completed and delivered to the Client. Salina Interpreting & Translating Services Ltd will in this case work with the Client in finding a suitable vendor of equal quality to continue the commission to its completion.

6. Liability

(a) The Company shall be relieved of all liability for obligations incurred to the Client wherever and to the extent of which the fulfilment of such obligation is beyond its control.

(b) A complaint by the Client in respect of any Work shall be notified to the Company in writing within five (5) days of the receipt of the Work by the Client.

(c) The Company shall not be liable to the Client or any third party in any circumstances whatsoever for any consequential loss or damage of any kind (including loss of profit) resulting from the use of translated material which exceeds the contract price for the Work supplied, and the Client shall indemnify the Company against all claims and demands upon the Company for any such consequential loss or damage.

(d) As a result of any error or omission in the work undertaken by the Company, the Company will, at its option, either re-type the work or compensate the Client for any additional typing or printing up to the amount of our fee, in respect of that word, provided that such fee has been paid in accordance with the Company's terms of business and provided the work has been used by the Client for the purpose indicated on the order.

(e) Whilst the Company undertakes to use its best endeavours to produce an accurate and idiomatic translation of the Client's original text, the Client must accept that a translation reads differently from good original writing and no liability is accepted by the Company for any alleged lack of advertising or sales impact.

A translation reflects the quality of the original written material. In the material to be translated where concepts are poorly expressed, where the wrong choice of language has been made, where typographical mistakes are present, where the text is incomplete or factually incorrect, in all or any of these instances the same inadequacies may show up in the translation. The Company shall be in no way liable for loss of sales impact, loss of face or other problems arising from the Client's original mistakes. Nor shall it be responsible for any problems arising if the Client decides to use the final translated text in another capacity, without first consulting Salina Interpreting & Translating Services Ltd. for any required amendments.

Our entire liability to you under any Contract including but not limited to in respect of the Services and the completed translations shall not exceed the price payable to us by you under the Contract to which any claim relates.

Whilst every effort is made by the company to train all freelance Interpreters used by Salina Interpreting & Translating Services Ltd. in the ethics and code of conduct required by our high standards; the company shall be in no way responsible, liable or otherwise to blame for any criminal, negligent acts any or other misconduct directly attributed to the Interpreter in question. Whilst Salina Interpreting & Translating Services Ltd. shall do all in their power to rectify any such situation, the liability for such actions or decisions stay with the Interpreter in question.

7. Clients Property

All documents or any other property supplied to the Company will be held or dealt with by the Company at the Client's risk and the Company will not be responsible for the consequential loss or damage thereto. It is the responsibility of the Client to hold back reasonable copies of the original text.

The Company reserves the right to destroy or otherwise dispose of any document or other property of the Client which has been in its custody for more than twelve (12) months following completion of the Work to which it relates.

8. Illegal Matters

The Company shall not be required to translate any matter which in its opinion is or may be of an illegal or libellous nature. Where copyright exists in texts to be translated by the Company, the Client warrants that it has obtained all consents necessary for such translation to be made.

The Company shall be indemnified by the Client in respect of any claims, proceedings, costs and expenses arising out of any libellous matter printed for the Client, or any infringement of copyright, patent or design or third party right.

9. Copyright

The Copyright of the translation is the property of the Company and will be passed on to the Client only after full payment has been made for the translation. Any such use of the text be it in part or full state, would thus be a breach of intellectual copyright.

10. Jurisdiction

These conditions shall be interpreted in accordance with English law and the Company and the Client irrevocably submit to the exclusive jurisdiction of the English Courts of law.