stptrans.com
@STPConnect

Terms and conditions of service

Any individual or corporate body (hereinafter referred to as “the Client”) who submits text for translation, localisation, revision, editing or engages Sandberg for any other professional language service (such as interpreting) enters into a binding contract with Sandberg Translation Partners Limited (hereinafter referred to as “Sandberg”).

In the absence of express written agreement to the contrary, Sandberg contracts only upon the terms and conditions set out in the following, and any contract to which Sandberg is a party is subject to and incorporates these terms and conditions. Any translation or other service delivered by Sandberg to the Client shall be deemed to have been made subject to these terms and conditions irrespective of anything to the contrary in the Client’s own terms and conditions, unless the Client specifically draws the attention of Sandberg to the Client’s own terms and conditions at the time of placing an order with Sandberg or unless Sandberg has signed a copy of the Client’s terms and conditions, in which case they shall prevail.

1 Specification of requirement

1.1 When ordering a language service, the Client shall always provide exhaustive and detailed instructions about all relevant aspects of the assignment. In the case of a translation assignment, the Client shall clearly indicate the target group and intended use of the translation, e.g. whether required for:

- information only
- publication and advertising
- legal purposes or patent proceedings
- any other purpose, where the particular rendering of the text by the translator employed is liable to be of consequence.

1.2 Where the purpose of a translation is not disclosed to Sandberg, Sandberg will execute the translation to the best of its judgement in accordance with one of the purposes specified in the above itemisation as if its purpose had been disclosed.

1.3 Should the Client wish to use a translation for a purpose other than that for which it was originally supplied, the Client shall obtain confirmation from Sandberg or another competent authority that the translation is suitable for the new purpose.

1.4 Sandberg reserves the right to amend and adapt such a translation previously supplied (if necessary) for the new purpose and make a further charge for such work.

1.5 In the event of the Client using a translation for a purpose other than that for which it was supplied and such usage fails to meet expectations, the Client shall not be entitled to any compensation from Sandberg, and the Client shall indemnify Sandberg against any loss arising to Sandberg in goodwill or otherwise as a result.

1.6 The Client shall provide Sandberg with the necessary documents for the assignment and, if possible or required, other auxiliary materials such as previous translations, term lists, publications, illustrative references, other basic information and expert help. In addition, the Client shall provide answers to Sandberg's queries about the text (e.g. about any obscurities or defects in the text submitted for translation).

1.7 Sandberg shall be under no obligation to indicate or correct any errors of whatever nature in any material supplied to Sandberg for translation by the Client and shall not be held liable for any consequential loss or damage.

2 Pricing, quoting and time of delivery

2.1 The cost of the translation or other language service shall be determined in accordance with the appropriate scale of charges of Sandberg applicable to the particular type of service required, or in accordance with a framework agreement that Sandberg has entered into with the Client. In preparing a quotation, Sandberg reserves the right to suspend its normal scale of charges, but will on request explain the reason(s) for doing so.

2.2 All quoted costs are exclusive of VAT.

2.3 In the event that the Client cancels an assignment placed with Sandberg, Sandberg shall be entitled to make a cancellation charge not exceeding the value of the full assignment, had it been completed.

2.4 Binding quotations shall not be given against documents not seen by Sandberg. Quotations for material not seen shall be subject to confirmation of price on receipt of the documents for translation.

2.5 The Client shall give a clear indication of the delivery requirements when submitting texts for translation, and Sandberg will make every reasonable effort to meet the Client's requirements. However, late delivery shall not entitle the Client to withhold payment for work carried out.

2.6 Where a delivery date is a material part of an assignment accepted by Sandberg, this must be disclosed by the Client from the outset.

2.7 Sandberg will take every care in the selection of its carriers and means of transmission but cannot be held liable for loss of any document dispatched or consequential loss or damage thereof, nor shall Sandberg be liable for errors that may occur during electronic transmission of data using modems, e-mail, FTP or any other method.

2.8 Sandberg reserves the right to sub-contract all or part of the assignment to a contractor of its choice in order to meet the Client's requirements.

3 Quality of work

3.1 Sandberg is certified and committed to the principles of the ISO 17100 translation services quality standard, where applicable. Therefore, if any of our work falls below the requirements of the standard and/or other reasonable expectations, we will follow up on the matter in a systematic manner together with the Client.

4 Corrections and alterations, checking and approval

4.1 The Client shall inform Sandberg within eight (8) days of delivery if it considers the delivery to be defective in any way. Sandberg reserves the right to correct the discovered defects and mistakes within an agreed period of time.

4.2 If the Client wishes to make any alterations to the translation which are not directly attributable to any defects noted, the Client should make these alterations in cooperation with Sandberg, otherwise Sandberg shall not be responsible for any alterations made after delivery to the Client.

4.3 If the Client (or the Client's client) wishes to have changes made to a translation delivered by Sandberg and requests that Sandberg implement such changes, Sandberg reserves the right to make a separate charge for such alteration/amendment work except when required as a result of objective defects in the translation delivered by Sandberg.

4. 4 When a translation is delivered to the Client for checking and approval before final delivery, the Client shall give Sandberg its feedback within an agreed period of time in order to enable Sandberg to finalise the assignment.

5 Liability

5.1 Sandberg shall not be liable for the consequences of any defect, error or omission in any text submitted by the Client for translation, whether such defect, error or omission relates to words, grammar, punctuation, accentuation, or any other aspect. Furthermore, Sandberg shall be under no liability to the Client whatsoever in respect of any errors in transmission by telephone, telex, facsimile, or other means of communication. It is the Client's obligation to supply Sandberg with material to be translated in a legible form. In the event that material supplied by the Client is not clearly legible, Sandberg may at its discretion decline to undertake or complete the assignment in which case Sandberg shall not be liable for the non-completion of the assignment or for any resulting loss or damage.

5.2 Sandberg shall not be liable for any errors in its translation of non-standard abbreviations or for errors resulting from illegibility of any material supplied by the Client or for any consequential loss or damage.

5.3 Sandberg's liability for damages shall be limited to the agreed or invoiced fee for the assignment. Sandberg shall not be responsible for any indirect or consequential damages attributable to the translation.

6 Copyright

6.1 Title to the copyright embodied in any translation produced by Sandberg shall pass to the Client when all monies owed by the Client to Sandberg in respect of that translation, including any interest payable in respect of late settlement of account, are paid in full.

6.2 Nothing within these terms and conditions shall be construed as giving the Client any intellectual property rights to any material, including computer software and systems, whether developed by Sandberg or by third parties, that Sandberg may use in the execution of translations or transmission of data to the Client.

6.3 Unless otherwise agreed in writing for any particular assignment or in any agreement for repeat work, Sandberg reserves the right to reuse for other assignments any translation memory content created during the execution of a translation assignment from a Client.

6.4 Sandberg shall not be liable to the Client or any other person for any costs, claims or damage (including any consequential loss or damage) arising from any breach of copyright in any material supplied for translation or accompanying reference material, and the Client shall indemnify Sandberg from and against any costs, claims or demands arising out of such materials, their use, translation or publication.

6.5 The Client shall remain liable under the contract and for the contractual price notwithstanding any inadvertent breach of copyright on the part of Sandberg.

7 Mutual confidentiality

7.1 Sandberg is fully aware of the highly sensitive nature of some of the work we undertake and information we acquire in the course of our relationships with our clients. We therefore undertake to maintain strict confidentiality in all aspects of our work carried out for our clients.

7.2 Sandberg undertakes not to disclose to any person nor to copy or use for any purpose whatsoever any confidential information relating to the business affairs of our clients, including but not limited to information about our clients and their clients, employees and subcontractors, prices or any other matter or information about our clients and their business or the business of our client's clients. This undertaking of confidentiality applies to all matters and information not freely available to the public.

7.3 If in the course of an assignment Sandberg makes available to the Client any know-how or information including the identity of its subcontractors, the Client shall treat such know-how or information as confidential and shall not use such know-how or information or disclose it to any third party.

7.4 If the identity of one of Sandberg's subcontractors becomes known to the Client in connection with an assignment from the Client which the subcontractor in question is working on, the Client shall be prohibited from contacting the subcontractor in question for any future translation assignments.

8 Force majeure

8.1 In the event of a Force Majeure, Sandberg shall notify the Client without delay, indicating the circumstances. Force Majeure shall entitle both Sandberg and the Client to withdraw from the assignment, but in any event, the Client undertakes to pay Sandberg for work already completed. Sandberg will assist the Client to the best of its ability to place the assignment elsewhere.

8.2 Force Majeure shall be Strike, Lockout, Industrial Dispute, Civil Commotion, Natural Disaster, Acts of War and any other situation which can be shown to have materially affected Sandberg's ability to complete the assignment as agreed.

9 Payments

9.1 Unless otherwise agreed for any particular assignment or in any agreement for repeat work, Sandberg's terms of payment are net 28 days from date of invoice. Failure to adhere to the terms of payment agreed between the Client and Sandberg shall entitle Sandberg to abandon any assignment in hand, without prejudice to any rights of Sandberg whatsoever. Sandberg reserves the right to charge interest on overdue amounts at the rate of 2 per cent per annum above the Bank of England base rate.

9.2 Should any work be suspended at the Client's instigation for a period of more than 30 days during the course of any assignment, all costs incurred at that point will be invoiced and any materials ordered in connection with the project will be invoiced in full.

9.3 Sandberg reserves the right to charge payment for work in progress where the production time is in excess of 60 days. Sandberg also reserves the right to request payment, in part or in full, in advance or on receipt of goods for work undertaken.

10 Disputes and applicable law

10.1 As part of Sandberg's commitment to the principles of the ISO 17100 translation services standard, we operate a quality management system to help avoid complaints in the first place, and a formal complaints handling process to help us address the issues involved if any complaint is made. In the event of a complaint from one of Sandberg's clients about the quality of our services in general or about the quality of a specific assignment, Sandberg will address the complaint and enter into correspondence with the Client about the issue with a view to resolving it to our mutual satisfaction. Sandberg will, for its own part, use all reasonable endeavours to settle any dispute amicably, and would expect its clients to act in a similar manner. Any dispute that cannot be settled by the parties themselves shall be settled by arbitration. Arbitration shall be governed by the rules laid down for the time being by the Association of Translation Companies in England, which will be supplied on request. The decision of the arbitration tribunal shall be final and binding on all parties involved.

11. Anti-Bribery and Corruption

Clients must comply with all applicable anti-bribery and anti-corruption legislation, including the UK Bribery Act 2010. You shall not offer, promise, give, request or accept any gifts, inducements, undue rewards or other advantage intended to improperly influence a business decision or obtain a business benefit.

12. Modern Slavery and Human Rights

The client warrants that neither the client's personnel or its representatives are engaged in activities that are subject to forced labour, human trafficking, child labour or other practices contrary to internationally recognised human rights standards. By accepting these terms and conditions, the client agrees to comply with applicable labour and employment laws in the jurisdictions in which it operates.

13. Harassment, Bullying and Professional Conduct

Sandberg is committed to providing a safe, respectful and inclusive working environment for its employees, contractors, suppliers, clients and other working partners.

Sandberg holds its own employees and representatives to these standards and expects the same commitment from its clients. The client ensures that no personnel or representatives engaged in the relationship with Sandberg engage in any of the following conduct towards any employee, contractor, supplier, client or other working partner of Sandberg:

- any form of harassment, sexual harassment, bullying, victimisation, intimidation or threatening behaviour;
- discrimination based on any characteristic protected by applicable law;
- the use of abusive, offensive, degrading or inappropriate language or conduct;
- unwanted conduct of a sexual nature, whether verbal, non-verbal, written, electronic or physical; or
- any other conduct that could reasonably be regarded as hostile, intimidating, humiliating or offensive.

The client agrees to comply with all applicable legislation relating to equality, discrimination and harassment in the jurisdictions in which it operates.

Where Sandberg reasonably believes that any of the client's personnel or representatives engaged in the relationship with Sandberg has engaged in conduct that breaches this agreement, Sandberg will take immediate steps to investigate and address the matter with appropriate and proportionate measures.

The client agrees to promptly cooperate with any reasonable investigation in relation to an alleged breach of this agreement.

10.2 These general Terms and Conditions of Service shall be interpreted in accordance with English law.