

# Translation and Interpreting Service

## Terms and Conditions for Translations May 2020



[www.bristol.gov.uk](http://www.bristol.gov.uk)

## **Translation**

Upon submitting a translation booking request, you are agreeing and are bound by our terms and conditions set out below.

We reserve the right to supplement or amend these at any time.

### **Quotations**

You can request a no obligation translation quotation through our online portal, [Translation Booking Request](#).

Any quotation for a translation is an estimate and the final cost will be made available upon receipt of the completed translation.

A quotation is valid for acceptance for 28 days from the day of the quote at which point you would need to request a new quote.

Quotations shall be confirmed in writing and any VAT applicable will be charged in addition to the quoted fee, upon notification for payment.

For some customers a quotation is not needed. If you do not need a quotation and would like us to proceed with the translation jobs, please complete the online [Translation Booking Request](#)

Wherever possible you must provide at least 4 working days' notice and the estimated delivery date would be given, dependent on the availability of the and the rarity of the language, complexity of the document and word count.

All translation requests are subject to translators' availability and confirmation by us. We make no guarantee that the Translation service requested will be available, or that we will be able to carry out your request.

Any fee agreed for a Translation which is found to present latent special difficulties of which neither party could be reasonably aware at the time of offer and acceptance shall be renegotiated. Always provided that the circumstances are made known to the other party as soon as reasonably practical after they become apparent.

Where delivery requested by the Customer, involves expenditure greater than the cost normally incurred for delivery (for example, courier and/or recorded or special delivery), the additional cost shall be chargeable to the Customer. If the additional cost is incurred as a result of action or inaction by the TIS, it shall not be borne by the Customer, unless otherwise agreed.

Other supplementary charges, for example those arising from:

- discontinuous text, complicated layout or other forms of layout or presentation requiring additional time or resources, and/or

- poorly legible copy or poorly audible sound media, and/or
- terminological research, and/or
- certification, and/or
- priority work or work outside normal office hours in order to meet the customer's deadline or other requirements, may also be charged. The nature of such charges shall be agreed in advance.

Unless specified otherwise, Translations shall be deemed to be of "for information" quality only.

### **Urgent requests**

Should your request for a translation be less than 2 working days, a 100% surcharge will be added to the cost of the translation.

All urgent requests are dependent on the rarity of language, complexity, word count and availability of the translator. We will make all reasonable efforts to try to fulfill your request.

### **Delivery**

The dates for delivery of the completed translation are approximate only and, unless otherwise expressly agreed by TIS, time is not of the principle for delivery or performance, and no delay shall entitle the customer to reject any delivery or terminate the agreement.

Delivery dates agreed between TIS and the Customer shall become binding once we have seen or received all of the original documentation to be translated and has received complete instructions in writing from the client.

### **Payment**

#### Via Invoice

Payment in full to the TIS shall be expected no later than 30 days from the date of invoice by the method of payment requested.

#### Individual Orders

An initial payment of 50% of the quoted translation job is required prior to TIS starting the translation. A notification of payment, including VAT is issued and due once the translation job has been completed. The translation is delivered on receipt of the final payment.

### **Confidentiality**

The TIS is responsible for the safe-keeping of Customers original documentation and copies of the Translations, and shall, where necessary, ensure they are disposed of safely.

### **Cancellations**

Once we have received agreement from you, the contract is binding with immediate effect. The translator will immediately be sourced and will dedicate personal time to

complete the translation job.

If you subsequently cancel your translation request after we have started the translation process you will be liable for 100% of the original cost quoted.

### **Changes to the translation**

If any changes are made in the text or the Customers' requirements change at any time while the Translation job is in progress, the TIS fee, and any applicable supplementary charges and the terms of delivery shall be adjusted in respect of the additional work.

If you have a discrepancy with the completed translation, you must contact TIS as soon as possible, we will work to rectify any discrepancies.

Our translators are specialised in their field and cannot make judgements of any text on a document, all documents are translated word for word or literal translation, any word(s) that are not clear will be marked as 'illegible', this is common practice.

### **Specialised translation**

To ensure professional and accurate translations we select translators who are specialised in certain fields: technical, legal, and medical. A technical document may include a formatting element such as brochures, leaflets and posters.

Legal documents may require an NRPSI registered translator or a translator who is legally qualified or has legal experience. Medical documents such as medical reports may require a translator who has had some medical training or experience.

### **Audio and Video Translations**

We are able to carry out audio and video translations, this service requires a consultation to discuss your requirements in more detail, you can call a member of TIS on 0117 9036400.

### **Proof Reading**

Proof reading implies checking a translated document against an original to ensure that what has been translated is true and correct, this includes checking the grammar, spelling and meanings. We can proof read already translated documents, we are able to provide a quote for this service.

You will need to complete a [Translation Booking Request](#) and submit it with the document you would like proof read. You can include notes on the booking translation booking form of your proofreading request. Our translator would then provide a certified statement to confirm the accuracy of the document that has been proof read.

## Rare Languages

We can provide translation for a number of rare languages some of which include:

Arabic, Badini, Bengali, Chinese, Dari, Farsi (Afghan), Farsi (Persian), Gujarati, Hindi, Indonesian, Japanese, Kurdish (Sorani), Kurdish (Kurmanji), Malay, Nepali, Pashto, Punjabi, Tamil, Urdu.

## Certification

A “certified copy” of an original document is a copy that we have verified as being a true copy of an original document.

We are able to certify translations that we carry out, so it may be used for official purposes. Should you require a certification, you will be required to provide the original document before any certification is carried out. We do not offer Apostille services.

## **Temporary Change – COVID-19**

**The COVID-19 pandemic has limited our ability to verify original documents. We have made a temporary change to allow for the absence of verification. During this time, we will provide you with a certificate rendering the translation an accurate translation of its original text and not the original content of the document.**

## Data Protection.

We may need to share the document you submit to us for translation with our approved third party translation providers, and if the translation also needs further certification, it may be shared with solicitors, notary public. We will only submit your document to these third parties when strictly necessary, and the need to share depends which country the translated document will be submitted to.

Third parties that we may share your data with are obliged to keep your details securely, and to use them only to fulfil the service they are procured to provide on our behalf.

## Liability

The TIS shall carry out the translation using reasonable care and skill and in accordance with the standards of the industry.

The TIS shall use reasonable skill and care when selecting translators and other personnel necessary to provide the translation services to the Customer.

Neither party shall be liable to the other for any delay in, or failure of, performance of its obligations under the Agreement arising from any cause beyond its reasonable control including act of God, government act, war, fire, flood, infectious outbreak, explosion, civil commotion,

## Termination

The TIS may terminate the Service at any time without prior notice and without affecting any accrued rights or claims of TIS where the services are misused by the Customer, for non-payment of the Charges or for breach of these terms or in the case of the insolvency of the customer.

The TIS may suspend provision of the Services for the duration of any non-payment period.

For the avoidance of doubt, where the Services are terminated by TIS under this clause, the Customer will remain liable for the full payment of the Charges for the Services completed, all work in progress and any interest payable.

## Contact us:

### Translation and Interpreting Service

Commercialisation + Citizen | Bristol City Council  
(100TS/1/N) PO Box 3399, Bristol, BS1 9NE

[T] 0117 9036400

[W] [bristol.gov.uk/tis](https://bristol.gov.uk/tis)

[E] [tis@bristol.gov.uk](mailto:tis@bristol.gov.uk)

Mon – Thur: 09:00 – 16:30 and Fri: 09:00 – 16:00