



# Sunset Translations

Professional translation and proofreading services

In submitting a text for translation or submitting any other assignment to be carried out by Sunset Translations, the Client agrees to enter into a binding agreement with Sunset Translations governed by the following Terms and Conditions:

## 1. Definitions.

- 1.1. "Sunset Translations" means the translation business owned by Rebeca Encinas Manchado.
- 1.2. "Client" means any person or corporate entity to which Sunset Translations shall supply work.
- 1.3. "Assignment" means any linguistic job ordered by the client.

## 2. Quotations.

2.1. Verbal quotations are given for guidance only and as such they are not binding. They are subject to written confirmation on receipt of the text for translation. The cost of translation services is based upon the number of words of text in the source language. Proof-reading, revising and editing services are charged on an hourly basis or at a price per word.

2.2. Sunset Translations reserves the right to make an additional charge for extra services, including but not limited to urgent translations, postage expenses, etc. Such charges will be agreed with the Client and will appear on the invoice.

2.4. The Contract shall come into force on receipt of your purchase order, confirmation of a quotation or any other such confirmation by you for me to go ahead with the Assignment and on the commencement of the Assignment to be provided by me.

2.5. All terms and conditions appearing or referred to in the order or otherwise stipulated by you shall have no effect.

2.6. These Terms and Conditions apply to all Assignments provided to you.

## 3. Sworn translations.

3.1. It is the express responsibility of the Client to ascertain with the relevant authority what documents require sworn translation (traducción jurada).

3.2. Sunset Translations reserves the right to require the access to original documents, but will not be held liable for the consequences of the submission by the Client of any false or misleading document.

## 4. Price and payment.

4.1. Unless otherwise stated, prices are in sterling (GBP) and are to be paid exclusively by bank transfer or through PayPal, according to the details specified in the invoice.



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4.2. Payments for all Assignments shall be made within 21 days of invoice date unless specifically agreed in writing by Sunset Translations, although in some circumstances payment or part payment may be requested prior to the commencement of the Assignment

4.3. Where the work is being provided in stages and/or over a period of time of more than 30 (thirty) days, Sunset Translations reserves the right to invoice the Client upon completion of each stage of the work or at monthly intervals.

4.4. Failure to pay any invoice in accordance with the foregoing terms or other terms specified in the Contract shall entitle me Sunset Translations to suspend further work both on the same order and on any other order from you without prejudice to any other right Sunset Translations may have and may result in legal consequences for the Client.

## 5. Completion of Assignments.

5.1. Whilst Sunset Translations will always endeavour to meet deadlines, dates for completion of Assignments are only best estimates and Sunset Translations is not liable for the consequences of any delay for any reason whatsoever. However, Sunset Translations will promptly inform the Client of such delay and will take all reasonable steps in order to find a solution or agreement.

5.2. The Client must specify a completion date (if material) when commissioning the Assignment, but whilst the Sunset Translations shall make every reasonable effort to meet the requirements of the client, late delivery shall not entitle the Client to withhold payment for Assignments done.

5.3. Assignments will normally be dispatched to the Client by e-mail as an electronic file (Word, pdf, etc). In the event that the Client requires Assignments to be supplied in hard copy by post, Sunset Translations cannot be held responsible for delays in supply or for any failure in the fulfilment of supply caused by the postal system and postage fees shall be covered by the Client.

5.4. Should completion of Assignments be necessary sooner than the deadline agreed for its proper production, Sunset Translations reserves the right to charge supplementary urgency rates to cover any overtime requirements or additional expenses.

5.5. Sunset Translations accepts no liability for the consequences of any delay in completion of Assignments caused by the Client for whatever reason and in this event any agreed deadlines or delivery schedules will automatically cease to be valid and new dates must be negotiated.

5.6. Sunset Translations reserves the right to sub-contract all or part of the Assignments to a contractor or contractors of similar background and expertise. In such cases, the final work will always be revised by Rebeca Encinas Manchado before delivery to the Client.

## 6. Cancellation and suspension.

6.1. If the Client, for any reason, cancels or postpones Assignments which he or she has commissioned, charges will be payable for all completed Assignments up to the cancellation or postponement date and for all other costs and expenses (including preparatory work and time to enable the Assignment) which may occur as a result of such cancellation.



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6.2. In case of Force Majeure (strike, lockout, industrial dispute, natural disaster, acts of war and any other situation which can be shown to have materially affected the Sunset Translation's ability to deal with the commission as agreed), Sunset Translations shall notify the Client without delay, indicating the circumstances. Force Majeure shall entitle both the Sunset Translations and the Client to withdraw from the commission, but in any event, the Client undertakes to pay Sunset Translations for Assignments already completed, which will be sent to the Client. Sunset Translations shall assist the Client, to the best of its ability, to place his commission elsewhere.

## 7. Delivery.

7.1. Sunset Translations will not be liable in any circumstances for the consequences of any delay in delivery or performance or failure to deliver or perform or if any delay or failure is due to late delivery or performance or non-delivery or non-performance by suppliers or subcontractors, shortage of labour, an act of God, fire, inclement or exceptional weather conditions, industrial action, hostilities, governmental order or intervention (whether or not having the force of law) or any other cause of an unexpected or exceptional nature.

7.2. Delivery is deemed to have taken place on posting, faxing or electronic delivery to a carrier, as the case may be, and the risk shall pass to the Client.

7.3. However, Sunset Translations will retain a copy of the files and, should there be any loss or damage, will forward a further copy free of charge.

7.4. When the Client requires Sunset Translations to utilise a third party such as but not limited to a Notary Public, Solicitor, or the Foreign and Commonwealth Office, Sunset Translations cannot be held responsible for any delay in delivery or non-performance of these third parties.

## 8. Responsibility and liability.

8.2. A complaint by the Client in respect of any Assignment shall be notified to Sunset Translation in writing within five (5) days of the receipt of the Assignment by the Client. Following completion of a project, the Company agrees to rectify at no charge to the client any inaccuracies, errors or omissions which are at the fault of the Sunset Translations. The Client shall always give Sunset Translations the opportunity to make right any alleged issues within the translation. At no time will such allegations delay payment.

8.3. Whilst Sunset Translations 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 Sunset Translations for any alleged lack of advertising or sales impact.

8.4. The Company does not warrant that the Assignment will meet your specific requirements and we do not warrant that the Assignment will be uninterrupted or error free. Furthermore, Sunset Translations does not warrant or make any representation regarding the use of the Assignment provided in terms of accuracy, correctness, reliability or otherwise.

## 9. Confidentiality.



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9.1. Save as necessary in order for Sunset Translations to provide the Assignment neither party may use any of the other party's Confidential Information (any information (in any form) which is confidential either to Sunset Translations or the Client and which either the Sunset Translations or Client discloses in connection with the Assignment).

9.2. Neither party may disclose to any other person any of the other party's Confidential Information unless required to do so by law or any other regulatory authority.

10. Jurisdiction.

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