

Terms of Business

Applicability

These Terms of Business apply to agreements between trans-k Kreuzer KEG (hereafter referred to as “trans-k”) and its clients. They shall be subject to any detailed requirements or variants expressly specified in the Order relating to a particular translation task.

The Client's Terms of Business shall apply to trans-k only if they have been expressly accepted by trans-k. All orders and any order cancellations must be confirmed in writing.

Quotations and Estimates

No fixed quotation shall be given by trans-k until all the source material and firm instructions have been received from the Client. Estimates shall not be considered binding. Binding quotations shall remain valid for the period of thirty days from the date on which it was given.

Copyright

The translation remain the property of trans-k until full payment has been received from the Client. The copyright for the translation remains with the translator unless otherwise agreed.

Payment

Payment in full to trans-k shall be effected no later than 30 days from the date of invoice by the method of payment specified.

Interest shall automatically be applied at the rate of 9 % per annum over base rate (or such rate as is determined by statute, the latter prevailing) to all overdue sums from the date on which the first become due until they are paid in full.

For long assignments or texts, trans-k may request initial payment and periodic partial payments on terms to be agreed.

In the absence of any specific agreement, the fee to be charged shall be determined by trans-k on the basis of the nature and difficulty of the performed work. If reasonably justified, trans-k can withhold the completed work until full payment has been received in advance.

Confidentiality

trans-k shall keep strictly confidential all information received in connection with any translation assignment or enquiry. Nevertheless, a third party may be consulted over subject-related and specific terminology queries, provided that there is no disclosure of confidential material.

Errors

In case of errors or omissions in a translation task, trans-k shall be entitled in all events to remedy such defects within a reasonable time and at no cost to the Client. The Client shall specify precisely the nature of any defect to be remedied. Any complaint in connection with the performed work shall be notified to trans-k by the Client within one month of the date of delivery of the translation.

Responsibility and liability

Time and expense permitting, trans-k shall use its best endeavours to do the work to the best of its ability, knowledge and belief. A translation shall be fit for its stated purpose and target readership, and the level of quality specified.

trans-k shall be liable for any damages due to intent and gross negligence. Liability for damages due to slight negligence shall be limited to breach of material contractual obligations. The liability of trans-k on any grounds whatsoever shall be limited to the invoiced value of the work.

Provision of information

The Client shall inform trans-k sufficiently ahead of time of any particular requirements regarding the translation (e.g. delivery format, number of copies, publication standard, layout).

If a translation is intended for publication, the Client shall submit a typeset proof of the translation to trans-k before printing.

The Client shall volunteer to trans-k in sufficient time any information and documentation required to prepare the translation (such as client's glossaries, illustrations, drawings or prior translations).

trans-k shall not be responsible for any defects resulting from non-compliance with these obligations.

Governing Law

These terms of business will be construed in accordance with English law and are subject to the exclusive jurisdiction of the English courts.

No waiver of any breach of any condition in this document shall be considered as a waiver of any subsequent breach of the same or any other provision.

In the event of any discrepancies between the English- and German-language versions of these Terms, the German-language version (available for download at www.trans-k.co.uk) shall apply.