

INTRODUCTION

Quality: Most of our translators are certified by the ATA (American Translator's Association). All of our translators have been tested by us. Many are working in the United-States; some are working in their country of origin.

Standard time frames: One translator does an average of 2,500 words per day, so if a request for translation allows the translator 2,500 words per day, it is considered a normal time frame.

Example: The translation of 10,000 words is requested. $10,000/2500 = 4$. So one translator needs to be given 4 full working days to complete the translation; editing/proofreading of experienced translators is an additional one hour for every 2,000 words.

Rush fee: If the time frame for delivery of the translation does not give one translator a time period that allows 2,500 words per day, then a rush charge is applicable.

Example: translation of 5,000 words is requested in one working day. In such rush situations, translators can work extra hours or on the weekends, or the translation can be divided between 2, or even 3 translators, who communicate closely with each other to coordinate terminology choices.

Quote: We provide a quote for all translations requests. The quote is provided within 2 hours of the request (usually in less than one hour).

Certification: All our prices include a notarized certification of the translation. If requested and at no extra charge, we can have sent in PDF format of the notarized certification attached to the translation for your records.

Payment policy: Payment is in 30 days

Please find our terms and conditions hereafter. Do not hesitate to [contact us](#) should you have any questions.

Terms and Conditions

I. DEFINITIONS

1. **Agreement** means the acceptance by the Client of the Quote, estimate or fee rate for the provision of Services
2. **Client** means the person, firm, organization, statutory or corporate body, together with any subsidiary or associated undertaking, for whom A&R Translations has agreed to provide the Services pursuant to these terms and conditions of business.
3. **Services** means translation or interpretation and other associated services required by the Client and specified on the Quote
4. **Quote** means the sheet (sometimes an email) in which the required service is specified.
5. **Order** means each order or formal request by the Client for the provision of Services.
6. **Translation** and/or Final Translation means the Client Material as translated by A&R Translations into the language(s) specified by the Client.
7. **Source Material** means any documents, materials, element of text, images, graphics, photographs, designs, data or other information provided by the Client to A&R Translations relating to the Services.
8. **Delivery** or Deliverable means the final translated version (Final Translation) of the Source Material or other such document provided by A&R Translations to the Client pursuant to and resulting from the Services.
9. **Agent** means any third party that uses personal information provided to A&R Translations to perform tasks on behalf of and pursuant to instruction from A&R Translations.
10. **Personal Information** means any information or set of information that identifies or could be used by or on behalf of A&R Translations to identify an individual.
11. **Confidential Information** means any information expressly identified by Client in writing as confidential. All documents providing by the client in any context are treated as confidential.

II. SERVICES

1. These standard terms and conditions apply to all agreements between parties requesting translation and interpreting services or on whose behalf services are requested ("the Client") from A&R Translations ("the Service Provider") for any translation or interpreting job.
2. All translations are based on the document(s) to be translated ("the Source Material") and instructions provided by the Client. Any changes or amendments to the Source Material or instructions of the Client after the Agreement has been entered into could incur additional cost.

3. If the Client is in possession of previous translations of the Source Material or material similar to the Source Material, the Client shall provide A&R Translations with a copy of such translations and A&R Translations will endeavor to provide a consistent translation of the Source Material.
4. For long-term Clients, A&R will keep terminology records and glossaries to insure consistency in translation.
5. A&R Translations exercises due diligence for translation and interpretation services provided

III QUOTES

1. All quotes are based on the Source Material and instructions from the Client and are valid for 10 days. Although every effort is made for quotes to be as accurate as possible, A&R Translations reserves the right to change quotes if the translation of the Source Material requires significantly more work than anticipated. Under these rare circumstances, A&R Translations will inform the client of any changes to the agreed quote as soon as the project manager becomes aware of the problem. If no agreement can be reached, A&R Translations will invoice the Client only for the work carried out up to that point.
2. By accepting the Quote, estimate or fee rate, the Client accepts these Terms and Conditions and authorizes A&R Translations to proceed with translation of the Source Material(s) or to provide the interpretation services requested

IV. DELIVERY

1. Delivery dates for expected receipt of the Translation are agreed upon by the Client and A&R by email and or the delivery date is written on the Quote if requested.
2. A&R Translations will make every effort to meet these deadlines but does not accept liability for any delay in delivery. A&R Translations reserves the right to amend the delivery date and will make all reasonable efforts to contact the Client if there is any change in the specified delivery date.
3. A&R Translations will notify the Client once the translation is finished ("the Final Translation"). Full payment is required in accordance with the terms set out in the invoice provided and/or agreed upon by the Client and A&R.

V. PAYMENT TERMS

1. Full payment is required in accordance with the terms set out in-the invoice provided. In most situations with steady clients, payment is 30 days from the date of invoice.
2. Individual clients, new corporate clients and overseas corporate clients will sometimes be expected to pay in full at time Services are delivered.
3. A&R Translations reserves the right to ask for full or partial payment in advance from any Client.
4. If the Client fails to pay A&R Translations any sum when due pursuant to these

Terms, the Client will be liable to pay interest to A&R Translations on such sum from the due date for payment at the annual rate of 2 above the per annum interest rate announced by and quoted in the Wall Street Journal from time-to-time as the prime or base rate, or the highest rate allowed by law, whichever is lower, accruing on a daily basis until payment is made, whether before or after any judgment.

VI. WARRANTIES AND LIABILITIES

1. A&R Translations will endeavor to ensure that the Final Translation meets the Client's specific requirements and is error-free. However, all translations can vary linguistically depending on their nature and purpose, the target audience and the source text. The fact that there is more than one possible interpretation of the Source Material and that it could be translated differently does not entitle the Client to refuse payment or reject the Final Translation as unsatisfactory.
2. A&R Translations warrants that the Final translation is, within the limits as described above, an accurate translation of the Source Material. A&R Translations is not liable for any subsequent changes by the Client to the Final Translation regardless of their nature and whether they are made to the text, layout or formatting.
3. The Client shall raise any issues regarding the Final Translation within 30 days of receipt. If the Client requests a review of the whole or part of the Final Translation, such review will be undertaken based on an agreement made between the parties. The Client may, at its sole discretion, waive all or part of the fee if the review finds no significant errors
4. A&R Translations shall not be liable for any loss of profits, business, contracts, revenue, damage to the Client's reputation or goodwill, anticipated savings, and or any other indirect or consequential loss or damage whatsoever arising out of or in relation to the Agreement and the Final Translation.
5. A&R Translation's entire liability for the Final Translation under the Agreement is limited to the agreed quote.

VI. INTELLECTUAL PROPERTY AND COPYRIGHT

1. The Client warrants that the Source Material and the Final Translation do not infringe any intellectual property rights and will indemnify A&R Translations for any costs, claims, or damages arising out of the Agreement, including, but not limited to management time, legal fees, and may at its own cost defend or settle, any claim, action or proceedings brought against A&R Translations, based upon a claim of intellectual property rights infringement in relation to the Source Material or Final Translation.
2. The intellectual property in the Final Translation shall vest in the Client once full payment has been received. A&R Translations is entitled to retain one copy of the Source Material and Final Translation free of charge and for internal business use only (for example as future reference material for same Client).

VII. CONFIDENTIALITY AND PRIVACY POLICY

1. Through the provision of services to the Client, A&R may have access to, and acquire confidential information and trade secrets relating to the Client including

information about its clients and business dealings ("Confidential Information").

2. During the term of engagement, A&R will not, unless compelled to do so by law or authorized by the Client, use or divulge any of the Confidential Information. The restraint contained in the clause above will continue to apply to A&R Translations after the expiration of the provision of services to the Client, but will cease to apply to Confidential Information which comes into the public domain other than as a result of the unauthorized acts or omissions of A&R Translations.
3. A&R Translations will obtain assurances from its agents that they will safeguard personal information consistent with this Policy.
4. A&R Translations complies with the U.S.-EU Safe Harbor Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information of A&R Translations.
5. All client communication and files in digital format are stored on a secure network, accessible only by approved staff. All critical systems and servers are separately housed within A&R Translations 'secure facilities and are accessible only by authorized personnel. Our information security is managed internally and meets industry standards for secure networks. A&R Translations takes precautions to protect personal information from loss, misuse and unauthorized access, disclosure, alteration, and destruction. A&R Translations physical premises are protected with a security guard, 24/7 / 365, and all off-hour entry is logged through an access control system. A&R Translations periodically performs network backups. While our backup files are stored offsite, they are handled by authorized personnel only.

VIII. ENTIRE AGREEMENT

These terms and conditions represent the entire understanding and constitute the entire agreement between A&R Translations and the Client

IX. GOVERNING LAW AND JURISDICTION

These Terms and any Order are to be governed by and construed in accordance with New York law, without regard to conflicts of legal principles. A&R Translations and the Client hereby agree to submit to the non-exclusive jurisdiction of the state and federal courts located in New York, New York.