

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all contracted work between tran-scribe and clients.

1. SERVICES

tran-scribe offers translation and editing services. All products delivered are the result of careful attention to detail, a discerning approach to language, and a high commitment to quality.

Translation

tran-scribe translates texts from German into English. All translations delivered by tran-scribe are proofread by a language professional who controls the text for accuracy of content and style.

Proofreading

tran-scribe proofreads English texts to ensure there are no spelling or punctuation errors.

Text revision

tran-scribe revises texts written in English to ensure they are free from stylistic/idiomatic errors as well as from errors in spelling and punctuation.

Copywriting

tran-scribe creates short texts based on an outline (either in German or English) provided by the client.

Notes:

- tran-scribe uses translation software to ensure consistency and to save long-term clients costs. tran-scribe does not use machine translation (for example, DeepL), nor does tran-scribe proofread texts that are the product of machine translation (so-called post-editing)
- tran-scribe reserves the right to decline work
- tran-scribe compiles terminology and makes glossaries available to the client on request
- tran-scribe reserves the right to sub-contract assignments to third-parties

2. RATES

Individual price quotes are made for each request after careful review of the text or texts in question. Rates are based on the non-binding fees in the chart below and may vary according to the difficulty of the subject matter (in the case of translations) or the quality of the text (in the case of proofreading and revision).

- The line count is based on the source text; one standard line has 55 characters including spaces
- All rates are excluding Swiss VAT (7.7% as of 1 January 2018)
- The client may request revisions to a finished translation due to error or omission on the part of tran-scribe within 15 days of delivery. Such revisions are made at no extra charge
- If the client requests revision to a finished translation due to alterations in the source text, an administrative fee of CHF 80.00 per hour is levied
- Terminology lists sent to the client are billed on an individual basis
- A minimum charge of CHF 100.00 is levied for small assignments

Service	Rate	Additional Information
Translation	CHF 4.00 – 4.50 per line	Applies to: - texts in tran-scribe's areas of specialization Includes: - translation editing ("4-eye-principle") and terminology
Proofreading	CHF 120.00 per hour (750 words per hour)	Applies to: - texts written by native English speakers or persons with very high proficiency in written English - final proofs of translations by tran-scribe in layout (before printing)
Text revision	CHF 120.00 per hour (from 300 words per hour)	Applies to: - texts written by non-native English speakers
Copywriting	CHF 150.00 per hour	Applies to: - short texts for websites, disclaimers

Reductions:

- Book-length texts (over 25,000 words) are generally offered as a lump sum
- Long-term clients receive rebates for repetitions in translations

Express rates:

- Delivery deadlines of less than 24 hours or weekend assignments may be subject to a surcharge of 50% of the regular rate

3. DATA TRANSFER, FILE FORMAT, AND FORMATTING

Texts (with the exception of final proofs) are sent as electronic files; the client bears responsibility for the quality and completeness of the texts.

The preferred file type is an MS Office document; PDF files are accepted in some cases for translations but never for proofreading/revision. tran-scribe returns the text as an MS Word document unless expressly agreed otherwise. Final formatting is the responsibility of the client.

Final proofs in layout (before a text goes to press) must be delivered in paper. tran-scribe will either return the document via regular mail or scan the document and send the scan electronically.

4. SPECIAL INSTRUCTIONS

The client and tran-scribe discuss any special instructions when agreeing on the terms of the projects (e.g. the preferred style manual [house style] and the target audience). The client is responsible for providing tran-scribe with access to any important reference documents – for example, electronic or standard glossaries, previous translations, translation memories, or simply general background information.

5. DEADLINES AND FORCE MAJEURE

Deadlines are agreed in writing (including e-mail). tran-scribe endeavors to meet all agreed deadlines, which are, however, always estimates based on review of the documents at hand and therefore non-binding. If tran-scribe cannot meet a deadline, this will be communicated as soon as possible and a new delivery date will be agreed. The client must ensure timely delivery of all texts; if the client cannot ensure timely delivery, the original deadline is null and void, and a new deadline must be agreed.

A new deadline will be negotiated if either the client or tran-scribe are unable to deliver work due to illness or any other unexpected and unavoidable event (force majeure) beyond the control of the client/tran-scribe. In such cases, tran-scribe reserves the right to decline negotiating a new deadline.

6. CLAIMS, INVOICING, AND PAYMENT

The client is responsible for assessing work immediately upon delivery. If the client is not satisfied with the quality of a translation, tran-scribe must receive an opportunity to correct the work before payment terms or rates are charged. Requests for revision may be made up to 15 days after delivery of a text. All claims are limited to the amount of the agreed rate for services.

After 15 days, the text delivered is deemed accepted and an invoice will be sent. Payment is due within 30 days of the date on the invoice.

The client's terms of service are not in effect unless approved in writing by tran-scribe.

If the client is employed by an end client or third party, tran-scribe makes an agreement with the client only. The payments policies of the end client/third party do not apply to services provided by tran-scribe.

If the client cancels a job after it has been assigned, the client must reimburse tran-scribe for work already completed up to the time the job was canceled. tran-scribe reserved the right to seek further compensation.

7. LIABILITY, COPYRIGHT, AND ARCHIVING DOCUMENTS

tran-scribe's liability is limited to serious errors that lead to direct damages. tran-scribe is not liable for the content of a text, including the accuracy of names, numbers, addresses. The client bears sole responsibility for such matters.

tran-scribe holds the copyright for a translated text until the invoice for the translation has been paid in full. tran-scribe retains the copyrights to electronic translation memories and glossaries developed over the course of a translation project.

tran-scribe is not responsible for archiving translations, unless otherwise agreed.

8. PRIVACY

tran-scribe is committed to protecting the client's privacy. All texts are treated confidentially and will not be shared, sold, or rented to a third party.

9. APPLICABLE LAW AND PLACE OF JURISDICTION

These terms and conditions are subject to Swiss law; place of jurisdiction is the Canton of Aargau.