



GEM Translations
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GEM Translations Terms and Conditions for Trading 2006

The following is intended as a contract between GEM Translations, herein referred to as GEM, and any company, herein referred to as 'the client,' which commissions translation services from GEM.

Payment

1. Payment terms are a standard 30 days from receipt of invoice. Payments are made either by cheque or bank account transfer.

Cheques should be made payable to:
GEM Translations, 23/4 Edina place, Edinburgh, EH7 5RN, Scotland.

See invoices for bank account details.

Payment should be made in Pound Sterling unless otherwise agreed at the point of commission of the work.

Should any other details be required such as international declarations regarding tax status these should be communicated to GEM at the point of commissioning of the work. If this is not done and payment is subsequently late, then GEM reserves the right to charge interest on the late payment as described below.

- 1a. Where payment or part payment is required before commencement of a project GEM reserves the right to wait until the funds have cleared before commencement of the project. Should the funds not clear then GEM reserves the right to delay commencement of the project until such time as the funds are clear.
2. Should a payment become overdue, GEM reserves the right to charge interest at 2% above the Bank of England base rate, whatever that may be at the time the payment becomes overdue. GEM reserves the right to charge interest to the client at this rate from the date the payment becomes overdue to the date the payment is received. A separate invoice for interest will be issued at the end of the month in which the overdue payment is received. Terms of payment for invoices for interest are in accordance with those outlined in this contract.
3. GEM reserves the right to withdraw credit facilities and demand full payment of the balance outstanding if circumstances arise which in our view oblige us to do so.
4. In the event of our account not being paid to terms GEM reserves the right to cease any work in progress and to suspend delivery of any work which has been completed but not yet delivered. GEM also reserves the right to reduce or cancel or accept no further orders should invoices not be paid according to this contract.

Unavailability of Service

5. In the event of unavailability of the service or for any reason, GEM reserves the right to reduce or cancel or accept no further orders.

Delivery

6. GEM delivers translation work on or before the agreed deadline. However, any date quoted by GEM for delivery is still an estimate only. GEM does not therefore accept liability for delivery of translations out with the estimated timescale.

Confidentiality

7. GEM agrees to maintain confidentiality at all times and does not disclose the contents, whether in whole or in part of any documents submitted to GEM for the purpose of translation services.
- 7a. GEM agrees to take all reasonable precautions to safeguard against confidential information being accessed or passed to third parties.

Errors and Omissions

8. Any errors or omissions in completed translations which originate from GEM and which the client desires to be amended should be communicated to GEM within 14 working days of receipt of the work. GEM does not accept responsibility for errors or omissions communicated out with this timescale. Errors or omissions communicated to GEM within this timescale will be corrected at the earliest possible convenience and at no further cost to the client.
9. GEM accepts liability for errors and omissions in translations up to the cost of the commission concerned. GEM does not accept indirect or consequential liability for any errors or omissions in translation work submitted by GEM.
10. Once a job specification including length, complexity and completion date are agreed upon, any amendments made after this by the client will be considered as an amendment of the contract and GEM therefore reserves the right to amend the charge accordingly.

Complaints Procedure

11. In the event that the client is not satisfied with the quality or content of a translation, whether in whole or in part, or the client is not satisfied with the service provided by GEM, the client agrees to follow the complaints procedure as follows:
 - 11a. In the first instance, the complaint should be communicated as quickly as possible to the Project Manager who oversaw the translation. The complaint should be accompanied by as much detail as possible to allow GEM to deal with the matter quickly and efficiently. Information to include is as follows:
 1. Job number or enough description to easily identify the job
 2. Date and time details
 3. Document title, paragraph or line numbers if appropriate
 4. Brief description of the complaint
 5. To be submitted in writing, by email if possible

GEM agrees to make every effort to resolve the matter at this level at the earliest possible time and expects the client to comply with negotiations at this level.

11b. If the matter cannot be resolved at this level to the satisfaction of both parties then the Project Manager will escalate the complaint to one of GEMs outside advisors. This will be carried out in a timely fashion and GEM expects the client to comply with negotiations at this level.

11c. If the matter still cannot be resolved then the complaint will be passed to an agreed independent UK arbitration body.

Jurisdiction

12. This contract is subject to Scots Law.