

This document contains information about privacy for clients and users of the eggplant-translations.com website. It also contains our terms of business.

The chapters are as follows:

1. Privacy statement

2. Terms of business of *eggplant translations*

If you have any comments, queries or concerns regarding the information contained in this document please do not hesitate to contact us at info@eggplant-translations.com.

1. Privacy statement

Modern information and communication technologies play a fundamental role in the activities of an organisation like **eggplant translations**.

We are based in the UK.

Our principal activity is translation services.

Our privacy policy covers **eggplant translations** and its website:

Organisation Name: **eggplant translations**

Address: Flat 21, Richmond Chambers

City, postcode: Bournemouth, BH2 6EE

County: Dorset

Country: UK

Data controller: Amy Williams

Website: www.eggplant-translations.com

Providing visitors with anonymous access

You can access our website home page and browse our site without disclosing your personal data.

The services and links of our website

Our website does not enable our visitors to communicate with other visitors or to post information to be accessed by others.

Our website includes links to external sites. We take no responsibility for the content of external sites and we recommend that users read the privacy statements of external sites.

Automatic collection of information

We do not use cookies on our website.

We do not automatically log personal data nor do we link information automatically logged by other means with personal data about specific individuals.

Data collection and purpose specification

We collect the personal data that you may volunteer while using our services.

We do not collect information about our visitors from other sources, such as public records or bodies, or private organisations.

We do not collect or use personal data for any purpose other than

for administration purposes. Primary personal data collected may include your name, address, e-mail address and telephone and/or fax number. Business data collected may include organisation name, employee name, address, e-mail address, phone and/or fax number. We may also, for administration and payment purposes, hold your bank details, but only when these are volunteered by you, and we will never disclose these to a third party without your consent, unless required for payment purposes.

We only collect data that is volunteered.

If we wish to use your personal data for a new purpose, we offer you the means to consent to this new purpose: info@eggplant-translations.com

Disclosure and visitor choice

We do not disclose your personal data to our subsidiaries or other organisations.

We offer you the opportunity to consent to the disclosure of your personal data for new purposes.

Confidentiality/security

We have implemented security policies, rules and technical measures to protect the personal data that we have under our control from:

- unauthorised access
- improper use or disclosure
- unauthorised modification
- unlawful destruction or accidental loss.

All our employees and data processors who have access to, and are associated with, the processing of personal data are obliged to respect the confidentiality of our visitors' personal data.

We ensure that your personal data will not be disclosed to state institutions and authorities except if required by law or other regulation.

Access to the personal data we may hold about you

You can ask us, by sending postal mail to **eggplant translations**, Flat 21, Richmond Chambers, Richmond Hill, Bournemouth BH2 6EE, UK, whether we are keeping personal data about you.

Upon request, which you can indicate by sending postal mail to **eggplant translations**, Flat 21, Richmond Chambers, Richmond

Hill, Bournemouth BH2 6EE, UK, we will provide you with a readable copy of the personal data which we keep about you, within a week. We require proof of your identity before data is released. We will provide this information free of charge.

We allow you to challenge the data that we hold about you and, where appropriate, you may have the data:

- erased
- rectified or amended
- completed.

We do not reserve the right to refuse to provide you with a copy of your personal data.

Privacy compliance

There are no national laws or self-regulatory schemes applicable to our website or organisation.

There are no global or regional regulatory or self-regulatory schemes applicable to our website or organisation.

We cannot demonstrate that our privacy policy accords with the privacy instrument.

Privacy support

If you have an enquiry or concern about our privacy policy, please contact Amy Williams

Phone Number: 0800 756 5388

Email address: info@eggplant-translations.com

2. Terms of business of eggplant translations

These Terms of Business are issued by **eggplant translations** and are the basis on which the company executes translation and related work.

By accepting our quotation the Client agrees to these Terms of Business.

1. Applicable law

These Terms of Business shall be interpreted in accordance with English law, to which both our Client and ourselves agree to submit in the event of any dispute.

2. Definitions

In these Terms of Business:

- a) the Client is the person or corporate body that places an order
- b) the Company is **eggplant translations** and associates, who accepts the order
- c) the order is the assignment or work placed with the Company by the Client and may comprise translation, proofreading, revising/editing translations or any other similar or associated work
- d) the source language is the language in which the text to be translated is written
- e) the target language is the language into which the text of the order is to be translated; any text to be revised or edited will also be in the target language.
- f) for the purpose of translation and related work, requirements will include the required layout, software, deadlines, target language, the purpose of the translation or related work (e.g. whether for publication, information only, etc.), method of delivery, any special terminology to be used, whether proofreading/checking will be done by the Client or the Company, etc.

3. Purpose

These Terms of Business are intended:

- a) as a basis for executing orders and will be made available to our Client(s) on request
- b) to form the basis of a good working relationship between Client(s) and the Company.

4. Acceptance

We are not obliged to accept an order if the Client asking for a quotation fails to place the work within 7 days.

5. Delivery date(s)

Delivery date(s) will be binding only when we have had full sight of the material to be translated. They may be subject to alteration if any amendment is made to the requirements after the order has been placed. The Client undertakes to deliver the order promptly to us. We will not be held responsible for any loss, damage or late delivery of finished work due to the postal or telecommunication services, server failure or to force majeure (see Clause 15).

6. Fees

6.1 Fees/rates will be agreed before work is commenced and any estimate based on the Client's description of the work will not be binding until we have submitted a quotation based on full sight of the work to be translated.

6.2 Fees/rates may be varied after work has commenced if it emerges that not all the relevant information has been provided and/or if there are any changes to the requirements.

6.3 The basis on which fees are calculated will be agreed before work commences, as will the charges to be made for any additional requirements (e.g. special delivery, courier charges).

6.4 All work must be paid for. We do not provide free "test" translations.

7. Payment

7.1 Payment will be made within 15 days of date of invoice.

7.2 In the case of long commissions, we may require payment in instalments.

7.3 The terms of payment of the amount shown on the Company's invoice are of the essence of the contract. If the Client fails to make payment within 30 calendar days of the date of invoice the Company will, without prejudice to any other rights or title, be entitled to add an interest charge at the rate of 13.00% p.a., in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 incorporating European Directive 2000/35/EC, until such time as full payment plus interest charges is effected by the Client. Should it prove necessary for the Company to enrol the services of

a debt recovery agent, a surcharge of 15% of the total due will be applied to recover the costs.

8. Cancellation and Suspension

8.1 Cancellation fees will apply if an order is cancelled after work has commenced.

8.2 In the event of cancellation of the order by the Client after it has been placed, the Client will be liable for all work completed up to the cancellation date and for all other costs and expenses that may accrue as a result of such cancellation in addition to 50% of the agreed/estimated fee based on the rate specified in 6.3, unless otherwise agreed.

8.3 If the Client suspends or postpones work he has ordered for a period of 7 days or more, charges will be payable for all ordered work up to the date of suspension or postponement and for all other costs and expenses that may accrue as a result of such suspension. In any other case such charges will be payable upon completion of work.

9. Intended use of translation

9.1 The intended use of the translation will always be agreed and stated. The Client will not use the translation for any other purpose without our agreement.

9.2 If the translation is intended for publication, the Client will submit a typeset proof of the translation to **eggplant translations** before going to print.

10. Original text copyright and translation rights

10.1 If the source language text is copyright, we will only accept the order on the understanding that the Client:

- a) has obtained the translation rights, or
- b) will be using the translation only for private study.

10.2 The Client will hold the Company harmless from any claim for infringement of copyright and/or translation rights and also from any legal action that may arise from the contents of the original.

11. Copyright in translation

11.1 When it is agreed that copyright is to be assigned to the Client after translation, such copyright will only be assigned when full payment for the order has been received. Until such time, the copyright will be owned by the Company.

11.2 Copyright may subsist in material in written or spoken form or

recorded in electronic form (e.g. on CD).

11.3 If we assign copyright and the translation is subsequently published, we expect the Client to acknowledge our work in the same way as for others involved in the publication, unless otherwise agreed (for example, in the case of promotional material).

11.4 If the translation is to be incorporated in a translation memory, we shall license use of the translation for this purpose.

11.5 If our translation is in any way amended or altered without our written permission, we shall not be in any way liable for the amendments made or their consequences. In the event that our translations are in any way amended or altered without our written permission, we reserve the right to request that our name be removed from any material or website on which our name is printed.

12. Confidentiality

12.1 We treat all work entrusted to us in complete confidentiality.

12.2 We will not make copies in addition to those required in the normal conduct of business and copies will be for internal use only.

12.3 We will ensure that the need for confidentiality is made known to all employed parties (proofreaders, etc.). Where necessary, translators may consult with colleagues about problems of terminology and other linguistic matters, but we will make efforts to ensure in all cases that there is no disclosure of confidential material.

12.4 The Client will not disclose to third parties any information relating to our business (e.g. fees, working methods, names and addresses/telephone numbers of individuals (e.g. proofreaders)) without our permission.

12.5 Although the Company will take all reasonable measures to ensure the confidentiality of materials supplied by the Client, the Company will not be liable for any loss sustained by the Client through any breach of confidentiality by the Company or its associates.

13. Use of company personnel

13.1 In the event of any Client or associate using the services of a relevant person, working or having worked through the Company for the Client, and the said relevant person is subsequently offered or takes direct employment whether full-time, part-time or freelance, or accepts any order by or from the Client, an introduction fee of £8500.00 + VAT will be due and payable

immediately to the Company by the Client, unless otherwise agreed in writing by the Company.

13.2 For the purposes of this clause, “associate” means any partner of the Client and any company in which the Client or any firm in which he is a partner holds not less than one third of the issued equity share capital (as defined in Section 744 of the Companies Act 1985) and any subsidiary of such company that owns directly or indirectly not less than one third of the issued share capital of the Client. “Relevant person” means any translator, interpreter, typist, typesetter, artist, proofreader or other person who will have been engaged as an employee or independent contractor by the Company and who will have provided work for such a Client directly or indirectly through the Company within six months preceding the use of their services by the Client or an associate as mentioned above.

14. Responsibility and liability

14.1 We will carry out translations with reasonable skill and care. We will endeavour to ensure that translations are suitable for their agreed purpose and target readership.

14.2 Our liability is limited in every instance to the total cost of the order placed by the Client.

14.3 The Company will not be liable for errors resulting from illegibility of any material supplied by the Client or for any consequent loss or damage thereupon.

15. Force majeure

In the event of our being unable to complete the work within the agreed time as a result of *force majeure* (including but not limited to fire, storm, tempest, flood or any other natural disaster, industrial dispute, civil commotion, acts of war, terrorism or any other situation beyond our control), we will notify the Client of the circumstances, which will entitle the Client and ourselves to withdraw from the contract for the work. The Client will pay us for any work completed and we will use our best endeavours to assist the Client in placing the work elsewhere or taking some other remedial action.

16. Complaints

16.1 Any complaint by the Client about our work must be submitted to us within 7 working days of delivery. Complaints submitted later than 7 working days after delivery will not be considered.

16.2 The Company shall be given the opportunity to make good any

defects in work provided by the Company within a reasonable time limit and at no cost to the Client. Typographical and grammatical errors and omissions will be corrected free of charge. The Client shall specify the nature of any defect to be remedied.

16.3 If, after correction of such defects, the Client remains dissatisfied, the translation or other material in question will be assessed by two reviewers to be appointed by the Company. The cost of reviewing will be the responsibility of the Client. If, once the translation or other material has been reviewed by two reviewers, the Client is still not satisfied and the parties are unable to agree, the matter may be referred to an independent body for arbitration within a time limit of two months from the date on which the original complaint was made. By the application and acceptance of these Terms of Business, it is implicitly agreed a priori that the decision of the Arbitration Committee shall be final and binding on both parties.