

Silver Bridges Translations Int'l, LLC

Terms and Conditions

(Updated Jan. 1, 2020)

1. **Written Translation Services:** Silver Bridges Translations Int'l, LLC ("SBTI") makes every effort to provide accurate written translation services within agreed-upon deadlines. Client may request corrections to a written translation provided by SBTI. SBTI, at its sole discretion, shall determine whether or not to accept any such request. In the event of a cancellation by Client of a translation order prior to completion, Client shall be responsible for paying SBTI for all services rendered until the time of cancellation. Unless specifically authorized by SBTI, Client shall make no modifications to any translations provided by SBTI. Rush and weekend/holiday work shall be subject to a 50% surcharge. SBTI shall not provide a discount or refund for work not completed in time due to any event which SBTI deems beyond its control.
2. **Oral Interpreting Services:** SBTI makes every effort to provide accurate interpreting services. To this end, SBTI may request briefing materials for new assignments. Time spent by SBTI in preparing for assignments shall be billed at the same rate as the rate quoted by SBTI for interpreting services. For full-day engagements, SBTI shall be provided with a compensated 1-hour lunch break as well as intermittent short breaks throughout the day. Interpreting assignments in excess of 8 hours (inclusive of lunch and breaks) shall be subject to a 50% surcharge. Interpreting services provided on weekends and holidays shall be similarly subject to a 50% surcharge. All billing shall be rounded up to the nearest 30-minute increment. If SBTI is unable to furnish interpreting services for a specific engagement after a booking has been confirmed, SBTI shall fully refund any prepayment received and Client shall have no further recourse or remedy against SBTI. Client shall provide SBTI interpreters with a working environment that is conducive to interpreting, including proper workspace, the absence of distractions, etc. SBTI may request a partial or full deposit from Client. **All bookings shall be subject to the Cancellation Fees described in Paragraph 8 below.**
3. **Travel Time and Out-of-Pocket Expenses:** For assignments outside of Honolulu, SBTI shall be compensated for travel time based on the same rate as quoted by SBTI for interpreting services. For all assignments outside of Honolulu, Client shall be responsible for the cost of airfare, ground transportation, hotel, meals, visa applications, and other applicable expenses. Client shall be responsible for making air travel, hotel and visa arrangements on behalf of SBTI. If SBTI is required to make these arrangements directly, SBTI shall bill Client for the time spent in making said arrangements at the same rate as quoted for interpreting services.
4. **Client is Responsible for Payment:** By signing below, Client acknowledges responsibility for making timely payment to SBTI. Client specifically acknowledges that Client's reliance on payment from or by any third party (including but not limited to insurance carriers and clients of Client) shall not discharge Client from its responsibility to make timely payment to SBTI.
5. **Hawaii General Excise Tax:** Whenever applicable, all services rendered by SBTI shall be subject to State of Hawaii General Excise Tax at the applicable rate.

6. **Governing Law:** Any dispute arising out of or in connection with these Terms and Conditions or any services provided by SBTI shall be governed by the laws of the State of Hawaii and adjudicated in the courts of Hawaii.
7. **Late Payments:** A late payment fee of 1.5% per month or the maximum amount permitted by law may be assessed by SBTI on all late payments. To the maximum extent allowable by law, Client also agrees to pay any costs incurred by SBTI in collecting late payments due from Client, including reasonable attorneys' fees.
8. **Cancellation Fees:** In the event of cancellation or rescheduling by Client less than five calendar days prior to the commencement of an engagement, cancellation fees equal to **100%** of the total engagement fee shall be assessed and become immediately due and payable. If Client provides notice of cancellation or rescheduling more than five calendar days in advance of the commencement of the engagement, cancellation fees equal to **50%** of the total engagement fees shall be assessed and become immediately due and payable.

Terms and conditions above are subject to change without notice.

Reviewed and Approved:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Silver Bridges Translations Int'l, LLC

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