



TERMS AND CONDITIONS OF SERVICE

In this document: No part of any numbered clause shall be read separately from any other part. Section headings are provided for convenience of reading only and shall be ignored for the purposes of ascertaining meaning.

DEFINITIONS

1. Translator shall mean the party providing a translation in the normal course of business.
Translation task shall mean the preparation of a translation or any other translation-related task such as revising, editing, etc., which calls upon the translation skills of a translator, but not copywriting or adaptation.
Client shall mean the party commissioning a translation in the normal course of business.
The parties may be natural or legal persons, including, as an example only, private individuals, associations, partnerships, economic interest groupings or corporate entities.
Source material shall be understood to mean any text or medium containing a communication which has to be translated, and may comprise text, sound or images.

COPYRIGHT IN SOURCE MATERIAL, AND TRANSLATION RIGHTS

2. The translator accepts an order from the Client on the understanding that performance of the translation task will not infringe any third-party rights.
The Client undertakes to keep the translator harmless from any claim for infringement of copyright and/or other intellectual property rights in all cases.
The Client likewise undertakes to keep the translator harmless from any legal action including defamation which may arise as a result of the content of the original source material or its translation.

FEES: (BINDING) QUOTATIONS AND (NON-BINDING) ESTIMATES

3. In the absence of any specific agreement, the fee to be charged shall be determined by the translator on the basis of the Client's description of the source material, the purpose of the translation and any instructions given by the Client.
No fixed quotation shall be given by the translator until he/she has seen or heard all the source material and has received firm instructions from the Client.
Any fee quoted, estimated or agreed by the translator on the basis of the Client's description of the task may be subject to amendment by agreement between the parties if, in the translator's opinion on having seen or heard the source material, that description is materially inadequate or inaccurate.
Any fee agreed for a translation which is found to present latent special difficulties of which neither party could be reasonably aware at the time of offer and acceptance shall be renegotiated, always provided that the circumstances are made known to the other party as soon as reasonably practical after they become apparent.
An estimate shall not be considered contractually binding, but given for guidance or information only.
4. Subject to the second paragraph of clause 3 above, a binding quotation once given



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after the translator has seen or heard all the source material shall remain valid for a period of thirty days from the date on which it was given, after which time it may be subject to revision.

5. Costs of delivery of the translation shall normally be borne by the translator. Where delivery requested by the Client involves expenditure greater than the cost normally incurred for delivery, the additional cost shall be chargeable to the Client. If the additional cost is incurred as a result of action or inaction by the translator, it shall not be borne by the Client, unless otherwise agreed.

6. Other supplementary charges, for example those arising from:

- discontinuous text, complicated layout or other forms of layout or presentation requiring additional time or resources, and/or
- poorly legible copy or poorly audible sound media, and/or
- terminological research, and/or
- certification, and/or
- priority work or work outside normal office hours in order to meet the Client's deadline or other requirements, may also be charged.

The nature of such charges shall be agreed in advance.

7. If any changes are made in the text or the Client's requirements at any time while the task is in progress, the translator's fee, any applicable supplementary charges and the terms of delivery shall be adjusted in respect of the additional work.

DELIVERY

8. Any delivery date or dates agreed between the translator and the Client shall become binding only after the translator has seen or heard all of the source material to be translated and has received complete instructions from the Client.

The date of delivery shall not be of the essence unless specifically agreed in writing.

Unless otherwise agreed, the translator shall dispatch the translation in such a way that the Client can reasonably expect to receive it not later than the normal close of business at the Client's premises on the date of delivery.

PAYMENT

9. Payment in full to the translator shall be effected not later than 30 days from the date of invoice by the method of payment specified.

For long assignments/texts or B2C transactions, the translator may request an initial payment and periodic partial payments on terms to be agreed.

10. Settlement of any invoice, part-invoice or other payment shall be made by the due date agreed between the parties or in the absence of such agreement within the period stipulated in Clause 9.

Where delivery is in instalments and notice has been given that an interim payment is overdue, the translator shall have the right to stop work on the task in hand until the outstanding payment is made or other terms agreed.



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This action shall be without prejudice to any sums due and without any liability whatsoever to the Client or any third party.

COPYRIGHT IN TRANSLATIONS

11. The translator shall retain copyright to the translation until the invoice for the translation has been paid in full.

12. All translations are subject to the translator's right of integrity.

If a translation is in any way amended or altered without the written permission of the translator, he/she shall not be in any way liable for amendments made or their consequences.

If the translator retains the copyright in a translation, or if a translation is to be used for legal purposes, no amendment or alteration may be made to a translation without the translator's written permission. The right of integrity may be specifically waived in advance by the translator in writing.

CONFIDENTIALITY AND SAFE-KEEPING OF THE CLIENT'S DOCUMENTS

13. No documents for translation shall be deemed to be confidential unless this is expressly stated by the Client.

However, the translator shall at all times exercise due discretion in respect of disclosure to any Third Party of any information contained in the Client's original documents or translations thereof without the express authorisation of the Client.

Nevertheless a third party may be consulted over specific translation terminology queries, provided that there is no disclosure of confidential material.

14. The translator shall be responsible for the safe-keeping of the Client's documents and copies of the translations, and shall ensure their secure disposal.

15. If requested to do so by the Client, the translator shall insure documents in transit from the translator, at the Client's expense.

CANCELLATION AND FRUSTRATION

16. If a translation task is commissioned and subsequently cancelled, reduced in scope or frustrated by an act or omission on the part of the Client or any third party the Client shall except in the circumstances described in clause 18 pay the translator the full contract sum unless otherwise agreed in advance.

The work completed shall be made available to the Client.

17. If a Client goes into liquidation (other than voluntary liquidation for the purposes of reconstruction) or has a Receiver appointed or becomes insolvent, bankrupt or enters into any arrangement with creditors the translator shall have the right to terminate a contract.

18. Neither the translator nor the Client shall be liable to the other or any third party for consequences which are the result of circumstances wholly beyond the control of either party.



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The translator shall notify the Client as soon as is reasonably practical of any circumstances likely to prejudice the translator's ability to comply with the terms of the Client's order, and assist the Client as far as reasonably practical to identify an alternative solution.

UNPROFESSIONAL BEHAVIOUR BY POTENTIAL CLIENTS, CLIENTS AND / OR COLLEAGUES

19. In the event of behaviour which the company considers to be unprofessional for whatever reason, the company will decide upon an appropriate response which may involve the termination of our professional relationship.
20. Where such behaviour is considered to be serious, for example harassment, including sexual harassment, the company may decide to report it to the police, professional membership organisations and employers where appropriate.
21. Harassment is a criminal offence punishable by law.
22. The said unprofessional behaviour may have been caused by either potential clients, current clients and/or colleagues.
23. Unprofessional behaviour may take the form of photos, unsolicited comments, messages of a personal, not professional nature, messages sent by social media and / or conventional media such as in the post, made by telephone, Skype, video links, WhatsApp, Linked In and other auditory mechanisms.
24. The company will immediately deal with incidents of unprofessional conduct by means of firstly arranging an internal meeting and where necessary reporting such behaviour externally to the appropriate bodies.
25. Where we have decided to terminate any of our professional relationships we will use all technical measures such as immediately blocking the sender's email and other messages and the company will retain all evidence of the said unprofessional communications whether they are words or visual images including photographs, videos, emojis to be handed over to the police where necessary as evidence of unprofessional and unsolicited communication and in some cases where the material is blatantly of a pornographic nature.
26. The company complies with current legislation against discrimination on the grounds of race, religion, age, disability, gender, sexual orientation and will take immediate appropriate actions against any such acts of discrimination directed against any of the members of our team. Action may include reporting the said discrimination to our lawyers, to the police, professional membership organisations and / or employers where appropriate.

COMPLAINTS AND DISPUTES

27. Failure by the translator to meet agreed order requirements or to provide a translation which is fit for its stated purpose shall entitle the Client to:
 - Reduce, with the translator's consent, the fee payable for work done by a sum equal to the reasonable cost necessary to remedy the deficiencies, and/or
 - Cancel any further instalments of work being undertaken by the translator.Such entitlement shall only apply after the translator has been given one opportunity to bring the work up to the required standard.



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This entitlement shall not apply unless the translator has been notified in writing of all alleged defects.

28. Any complaint in connection with a translation task shall be notified to the translator by the Client (or vice-versa) within one month of the date of delivery of the translation.

If the parties are unable to agree, the matter may be referred by the more diligent party to the Arbitration Committee of the Institute of Translation and Interpreting.

Such referral shall be made no later than two months from the date on which the original complaint was made.

29. If a dispute cannot be resolved amicably between the parties, or if either party refuses to accept arbitration, the parties shall be subject to the jurisdiction of the Courts of England and Wales.

In any event these terms shall be construed in accordance with English law.

RESPONSIBILITY AND LIABILITY

30. The translation task shall be carried out by the translator using reasonable skill and care and in accordance with the provisions and spirit of the Code of Professional Conduct of the Institute of Translation and Interpreting.

Time and expense permitting, the translator shall use his or her best endeavours to do the work to the best of his or her ability, knowledge and belief, and consulting such authorities as are reasonably available to him/her at the time.

A translation shall be fit for its stated purpose and target readership, and the level of quality specified. Unless specified otherwise, translations shall be deemed to be required to be of "for information" quality.

The liability of the translator on any grounds whatsoever shall be limited to the invoiced value of the work, except where in connection with any consequences which are reasonably foreseeable:

- the potential for such liability is expressly notified to the translator in writing, and
- such liability is restricted to an agreed limit of cover under the professional indemnity insurance available to translators.

UNFAIR COMPETITION

31. Where in the course of business the translator's Client is an intermediary and introduces the translator to a third-party work-provider, the translator shall not knowingly, for a period of 6 months from return of the last translation task arising from the introduction, approach the said third party for the purpose of soliciting work, nor work for the third party in any capacity involving translation, without the Client's written consent.

However, this shall not apply where:

- the third-party work-provider has had previous dealings with the translator, or
 - the translator acts on the basis of information in the public domain, or
 - the approach from the third party is independent of the relationship with the intermediary,
- or



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- the approach to the third party arises as the result of broad-band advertising, or
- the third party is seeking suppliers on the open market, or
- the intermediary only makes isolated use of the translator's services.

APPLICABILITY AND INTEGRITY

32. These Terms shall be construed jointly with the Code of Professional Conduct of the Institute of Translation and Interpreting in order to be complete and effective.

They shall also be subject to any detailed requirements or variants expressly specified in the order relating to a particular translation task.

No waiver of any breach of any condition in this document shall be considered as a waiver of any subsequent breach of the same or any other provision.