

## Translation Terms and Conditions

### 1. Definitions:

- a. **Translator** shall mean the party providing a translation in the normal course of business.  
The Translator shall normally be the creator of a translation unless the Client has been explicitly informed that the Translation Task will be subcontracted, or the Translator customarily trades as an intermediary.
- b. **Translation Task** shall mean the preparation of a translation or any other translation-related task such as revising, editing, proofreading, etc., which calls upon the translation skills of a translator, but not copywriting or adaptation.
- c. **Client** shall mean the party commissioning a translation in the normal course of business.
- d. The parties may be natural or legal persons, including, as an example only, private individuals, associations, partnerships, economic interest groupings or corporate entities.
- e. **Source Material, Source Files or Source Text** shall be understood to mean any text or medium containing a communication which is to be translated, and may comprise text, sound or images.
- f. **Target Material, Target Files or Target Text** shall be understood to mean the text or medium resulting as a final product of the Translation Task.
- g. A translator may act as an intermediary. A relationship involving an intermediary of any nature acting in the normal course of business shall comprise two (or more) direct and discrete translator/client contracts.

### 2. Quote availability:

- a. Quotes for Translation Tasks are available until the date specified on the quote. If notification of acceptance is not received by this time, a new quote will be required should the Client wish to proceed with translation. The Translator will be under no obligation, however, to reissue a quote or accept the Translation Task(s).
- b. 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.
- c. Where an estimate, but not a quote, has been provided, this shall not be considered contractually binding, but given for guidance or information only.

### 3. Delivery of files:

- a. Source Files must be delivered according to the formats and timeframes stipulated in the accepted quote; not doing so may result in additional charges to the Client.
- b. Any Target File delivery 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.
- c. The date of delivery shall not be of the essence unless specifically agreed in writing.
- d. 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.

### 4. Certification:

A Certified Translation will be a translation signed and dated by the Translator with confirmation written on the Target Material that it is a true and accurate translation of the Source Material. It will include the Translator's full name and contact details. The above is in line with the UK Government indications available at <https://www.gov.uk/certifying-a-document> (as on 10 April 2016).

### 5. Minimum charges:

The minimum charge for a translation is £25.

### 6. Changes and cancellation:

- a. If any changes are made to the text or the Client's requirements at any time after the quote has been accepted, the Translator's fee, any applicable supplementary charges and the terms of delivery shall be adjusted in respect of the additional work.
- b. If a project is cancelled after commencement by the Translator, the Client will be liable to pay for work already carried out as follows:
  - i. If the project is cancelled up to the halfway point of the project, the Client agrees to pay the Translator 50% of the sum agreed in the quote.
  - ii. If the project is cancelled after the halfway point of the project, the Client agrees to pay the Translator the full sum agreed in the quote.
- c. 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.

## 7. Payment:

- a. Invoices will be issued after the Client's acceptance of the delivered final Target Files. Should no requests for clarification or amendment to the Target Text be received within seven days of delivery, this shall indicate acceptance of the Target Material.
- b. The Client agrees to pay the Translator in full, using one of the methods indicated on the invoice, within 30 days of the invoice date (unless otherwise agreed and stipulated in the quote).
- c. 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.  
This action shall be without prejudice to any sums due and without any liability whatsoever to the Client or any third party.
- d. In the case of late payment the Translator reserves the right to charge 5% interest for each day that payment is delayed.

## 8. Copyright:

- a. 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.
- b. All translations are subject to the Translator's right of integrity.
- c. If a translation is in any way amended or altered without the written permission of the Translator, she shall not be in any way liable for amendments made or their consequences.
- d. 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.
- e. The right of integrity may be specifically waived in advance by the Translator in writing.

## 9. Confidentiality:

- a. 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.

- b. The Translator shall be responsible for the safe-keeping of the Client's documents and copies of the translations. The Client has the right to request that all record of Translation Tasks paid for in full be removed from the Translator's systems, including deletion from the Translator's translation memories, termbases and other computer-assisted translation tools.

## 10. Limitation of liability:

- a. 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 in that:
  - i. the potential for such liability is expressly notified to the Translator in writing, and
  - ii. such liability is restricted to an agreed limit of cover under the professional indemnity insurance available to translators.
- b. 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.

## 11. Quality:

- a. A translation shall be fit for its stated purpose and target readership, and of the level of quality specified.
- b. Unless specified otherwise, translations shall be deemed to be required to be of "for information" quality.
- c. The Translation Task will be carried out by the Translator using reasonable skill and care. Time and expense permitting, the Translator will use her best endeavours to do the work to the best of her ability, knowledge and belief, and consulting such authorities as are reasonably available to her at the time. These authorities may include the Client, who shall undertake to provide appropriate responses to such questions as the Translator may have.
- d. If the Client is not satisfied with the translation services provided, the Client may ask the Translator to revise the translated content. The Client must alert the Translator to any problems within seven days of delivery.

## 12. Limitations:

- a. These Terms shall be subject to any detailed requirements or variants expressly specified in the order relating to a particular Translation Task.
- b. 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.