



## Terms of Business for Commissioned Translation Work

These Terms of Business are based on the Model General Terms of Business of the [Institute of Translation and Interpreting](#) (ITI), as modified by Jenni Radford, and apply to all commissioned translation or proofreading services unless otherwise agreed.

### 1. Definitions

1.1. In These Terms of Business, the following expressions shall be given the following meanings:

'Assignment' means the period during which the Translator performs services for the Client, commencing said services at the agreed start time and ending upon the agreed termination date for completion by the Translator of all such services.

'Client' means the individual(s) or company commissioning services from Jenni Radford.

'Confidential Material' means any sensitive and/or private information defined as such by the Client and/or with regard to the Translator.

'End Client' means the Client's client who is not a party to these Terms of Business.

'Estimate' means an estimate for translation or translation task which is not contractually binding, but is provided for guidance or information only.

'Party' or the 'Parties' means the parties to these Terms of Business. The said Parties may be natural or legal persons, for example, private individuals, and/or corporate entities.

'Personal Data' means any information relating to an identified or identifiable natural person as described in the EU General Data Protection Regulation.

'Services' means any services provided by the Translator to the Client, such as translation, proofreading, editing, post-editing.

'Source Material' means any text or other materials provided by the Client to the Translator and which may comprise some or all of the following text, graphics, tables, videos and/or images.

'Terms of Business' means the Translator's terms of business for commissioned translation work.

'Third Party' or 'Third Parties' means any party who is not a party to these Terms, such as revisers, proofreaders, or the end client.

'Translator' means Jenni Radford who is providing the services. The Translator will carry out said translation unless it has been agreed in writing with the Client that the translation task will be sub-contracted either to a (named or not-named) sub-contractor of the Translator's choice.

'Translation', 'Translation Assignment' or 'Translation Task' means the specific service contracted by the Client.

## 1.2. Interpretation

In these Terms of Business, unless otherwise specified words in the singular shall include the plural and vice versa.

All of the clauses in these Terms of Business are integral parts of the whole and no individual and/or part of any individual clauses can be extracted to be considered separately from the whole. A reference to a statute or statutory provision is a reference to Acts of Parliament currently in force.

## **2. Indemnity**

2.1. The Client shall indemnify the Translator against any reasonably incurred loss, injury or damage (including any reasonable legal costs and disbursements and compensation paid by the Translator) in accordance with any agreement reached with the Translator's professional indemnity insurers.

## **3. Fees: Quotations and Estimates**

3.1. In the absence of any specific agreement, the fee to be charged shall be determined by the Translator based on her consideration of all relevant Source Material, and all instructions and information provided by the Client.

3.2. No quotation shall be given by the Translator until she has seen and received all of the relevant Source Material and has received clear and complete instructions in writing from the Client.

3.3. If the Translator considers that any amendments required to the original instructions as regards the Translation Task have become so materially different that

it seems to her that this warrants a new estimate or quotation, then she shall provide the same to the Client for the Client's approval.

3.4. 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 in writing to the other Party as soon as reasonably practicable after they become apparent.

3.5. Subject to clause 3.2 above, an estimate or quotation, once given after the Translator has seen or heard all of the Source Material, shall remain valid for the period specified in the relevant estimate or quotation, after which time it may be subject to revision.

3.6. Supplementary charges, as specified in the estimate or quotation, such as:

- discontinuous text, complicated layout or other forms of layout or presentation requiring additional time or resources, and/or poorly legible text;
- formatting of documents;
- translation of text contained in graphics, images, graphs, stamps, seals or similar, and formatting in connection with the same;
- terminological research;
- subject-matter research;
- providing a translator's certificate;
- proofreading by an independent proofreader;
- priority work or work completed outside agreed working hours, Friday 6pm to Monday 8am, and UK bank holidays hours in order to meet the Client's deadline or other requirements; and/or,
- any documents to be delivered by any other format which is not electronic to and/or sent from the Translator's business address that the Client requires to be insured, and any costs relating to the said documents, are at the Client's cost.

#### **4. Delivery**

4.1. Any delivery date or dates agreed between the Translator and the Client shall become binding only after the Translator has seen all of the Source Material to be translated and has received complete instructions in writing from the Client and these have been agreed.

4.2. The estimate or quotation will contain a date and/or time by which the Translation Task must be accepted by the Client, after which that Translation Task is no longer valid.

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

4.4. Unless requested otherwise by the Client, delivery shall be by electronic means by email. If the Client requests a different means of delivery (for example, by post, recorded or special delivery, or courier), reasonable delivery costs shall be agreed in advance with the Client and chargeable to the Client.

4.5. Unless otherwise agreed, the Translator shall deliver the translation in the manner and within the time agreed in advance with the Client. The Translator shall not be held liable for any direct or indirect damage suffered by the Client and/or a Third Party as a result of force majeure, in other words, circumstances that are beyond the control of either the Translator and/or the Client.

## **5. Payment**

5.1. Balance payments and/or payment in full to the Translator shall be made no later than the date specified in the invoice by the method of payment specified therein.

5.2. Where appropriate for long Assignments or new Clients, the Translator will request a deposit and/or interim payments on terms to be agreed.

5.3. Settlement of any invoice shall be made by the date specified in the invoice.

5.4. Where delivery is in instalments and it has already been agreed in writing that interim payments apply and such an interim payment falls overdue, the Translator shall be entitled to stop working on the Translation Task in hand until such time as the outstanding payment has been made or other terms agreed.

5.5. Any overdue payment shall bear daily interest at the appropriate rate above Barclays Bank Plc base rate from the date when the said payment fell due until the date payment actually made.

## **6. Copyright in Source Material and Copyright in Translations**

6.1. The Translator accepts a Translation Task from the Client on the Client's confirmation that performance of the said task will not infringe any Third Party rights as far as copyright is concerned. Accordingly the Client warrants to the Translator that:

- 1) the Client has full rights and authority to enter into these Terms of Business; and
- 2) the Source Material does not infringe the copyright or any other Third Party rights;

6.2. In the absence of a specific written agreement to the contrary, copyright in the Translation remains the property of the Translator.

6.3. Where copyright is assigned, such assignment will only be effective upon payment in full of the agreed fee for the Translation Task.

6.4. If the translation is to be incorporated into a translation memory system, it shall be the duty of the Client to notify the Translator that such use will be made of the Translation and the Client will be able to use the translation once the Translator's written agreement thereto has been obtained.

6.5. 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. The Translator reserves the right to insist that said amendment or alteration is removed so that the translation reverts its original form.

6.6. If the Translator retains the copyright in a Translation, no amendment or alteration may be made to a Translation without the Translator's written permission.

## **7. Confidentiality**

7.1. In accordance with the Code of Professional Conduct of the Institute of Translation and Interpreting, the Translator shall treat any information disclosed to her in connection with the Services as confidential, except for any information already in the public domain.

7.2. Notwithstanding clause 7.1, the Parties agree that Third Parties may be consulted over specific translation terminology queries in relation to the Source Material.

7.3. The Translator shall at all times exercise her right to retain a copy of the Source Material and her translation thereof for her provisional indemnity insurers, should they require sight thereof.

7.4. The Translator shall not make or retain copies of the Source Material other than those required in order to perform the Translation Task, and in particular, those copies required by the Translator's professional indemnity insurers in the event of any dispute, or as required by any professional body of which she is a member.

## **8. Data Protection and Processing of Data**

8.1. The Translator recognises her responsibility to use and store any Personal Data that is provided to her in accordance with the UK Data Protection Act 2018 and the General Data Protection Regulation (GDPR) and shall ensure that any Third Parties used by her observe strict confidentiality and are compliant with the GDPR with regard to the use, storage and deletion of any Personal Data shared with them.

8.2. Details of how Personal Data may be used are set out in the privacy notice supplied with these Terms of Business.

8.3. It is the Client's duty to ensure they have obtained the appropriate consent to transfer to the Translator any information or Personal Data relating to a third party in connection with the Services, and that such third-party information or Personal Data is correct to the best of the Client's knowledge.

## **9. Cancellation, Frustration and Force Majeure**

9.1. If a Translation Task is commissioned and subsequently cancelled a cancellation fee shall apply in proportion to the work completed at the time the Translator receives notification of the cancellation, and in any event not less than 25% of the fee agreed for said Translation Task.

9.2. The Translation Task shall be delivered to the Client subject to full payment by the Client of the amount agreed and set out in the invoice supplied to the Client, or if a deposit has been paid, payment of the balance due.

9.3. 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 voluntary arrangement with creditors, the Translator shall have the right to terminate a contract.

9.4. Neither the Translator nor the Client shall be liable to the other or to any Third Party for force majeure consequences which are the result of circumstances wholly beyond the control of either Party.

9.5. The Translator shall notify the Client so far as is reasonably practicable of any circumstances likely to prejudice the Translator's ability to comply with the terms of the Client's order.

## **10. Complaints and Disputes**

10.1. In the event that the Client is dissatisfied with the translation of work produced by the Translator, the Translator shall be given the opportunity to firstly discuss the Client's concerns with the Client and provide an agreed amended version.

10.2. If the Client has any concerns about the standards of the translation, such concerns are to be notified as soon as reasonably practicable in writing.

10.3. Any complaint in connection with a Translation Task shall be notified to the Translator by the Client in writing - as soon as possible further to the event giving rise to the complaint, but not later than 14 days after the delivery date.

10.4. If the Parties are unable to resolve the complaint between themselves, the matter may be referred by either Party with the other Party's written consent to the Chartered Institute of Arbitrators (CIA). Such referral shall be made no later than two months from the date on which the original complaint was made. All relevant fees of the CIA are to be shared equally by the Parties.

10.5. If a dispute cannot be resolved amicably between the Parties, or if either Party refuses to accept arbitration, the dispute shall be subject to the exclusive jurisdiction of the Courts of England and Wales. In any event these Terms of Business shall be construed in accordance with the law of England and Wales.

## **11. Responsibility and Liability**

11.1. The Translator will use reasonable skill and care as regards the Translation Task and will work in accordance with the principles set out in the Code of Professional Conduct of the [Institute of Translation and Interpreting](#) and will conduct all such background and terminology research as the Translator deems necessary.

11.2. The Translator will endeavour to produce a Translation that is fit for its stated purpose and target readership in accordance with the Client's instructions.

11.3. The liability of the Translator under or in respect of these Terms of Business, whether in tort, contract or otherwise, shall be subject to the provisions of her professional indemnity insurance policy.

## **12. Applicability and Integrity**

12.1. These Terms of Business shall come into effect when the Client signs the same.

12.2. These Terms of Business should be read in conjunction with the Code of Professional Conduct of the [Institute of Translation and Interpreting](#) as already noted at Clause 10.

12.3. These Terms of Business will be subject to the Client's detailed requirements as expressly specified in the relevant order relating to a particular Translation Task, where agreed by the Translator.

12.4. No waiver of any breach of any condition in these Terms of Business shall be considered as a waiver of any subsequent breach of the same or any other provision.