

ELIZABETH MATTHEWS TRANSLATIONS TERMS OF BUSINESS

These terms of business are issued by Elizabeth Matthews and are the basis on which she executes translation and related work.

1. Role of the Chartered Institute of Linguists

The Chartered Institute of Linguists is a professional body of qualified linguists. To be admitted to any of its grades, members have to undergo stringent admissions criteria and, once admitted, they are governed by a Code of Professional Conduct, a copy of which is available on request. The Institute will investigate complaints about any alleged breaches of that Code and as a Member I am bound by it. However, the Institute is not involved in the contract between the Translator and her Client.

2. Applicable law

These Terms of Business shall be interpreted in accordance with English law, to which both my client and I agree to submit in the event of any dispute which cannot be resolved amicably between the parties or by arbitration (see Clause 16).

3. Definitions

In these Terms of Business:

- a) the **Client** is the person or corporate body that places a commission;
- b) the **Translator (I/me/my)** is the practitioner who accepts the commission;
- c) the **commission** is the assignment or work placed with the Translator by the Client and may comprise translation, abstracting, revising/editing translations, proofreading or any other similar or associated work;
- d) the **source language** is the language in which the text to be translated or abstracted is written;
- e) the **target language** is the language into which the text of the commission is to be translated or the abstract is to be written; any text to be revised or edited will also be in the target language;
- f) for the purpose of translation and related work, **requirements** shall 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 etc.

4. Purpose

These Terms of Business are intended:

- a) as a basis for executing commissions and will be made available to my Clients on request;
- b) to form the basis of a good working relationship between Clients and myself as Translator.

5. Acceptance

Having regard to my other commitments, I shall not be obliged to accept a commission if the Client asking for a quotation fails to place the work within 7 days of receipt of the quotation.

6. Delivery date(s)

Delivery dates shall be binding only when I 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 commission has been placed. The Client undertakes to deliver the commission promptly to me. I shall not be held responsible for any loss, damage or late delivery of finished work due to the postal or telecommunication services or to force majeure (see Clause 15).

7. Fees

7.1 Fees/rates shall be agreed before work is commenced and any estimate based on the Client's description of the work shall not be binding until I have submitted a quotation based on full sight of the commission.

7.2 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.

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

8. Payment

8.1 Payment shall be made within 30 days of date of invoice.

8.2 Unless alternative payment terms have been agreed, under the terms of the Late Payment of Commercial Debts (Interest) Act 1998, I reserve the right to charge interest at 8% over base rate once 30 days have elapsed from date of invoice, plus compensation as established under Section 5A of the said Act.

8.3 For long assignments or texts, I may request an initial payment and periodic partial payments on terms to be agreed. When I have notified you that an interim payment is overdue I shall have the right to stop work on the task in hand until the outstanding payment is made or other terms agreed, without prejudice to any sums due and without any liability whatsoever to the Client or any third party.

9. Cancellation

9.1 Cancellation fees shall apply if a commission is cancelled after work has commenced.

9.2 In the event of cancellation of the commission by the Client after it has been placed, the Client shall be liable for all work completed up to the cancellation date and for all other costs and expenses which may accrue as a result of such cancellation in addition to 50% of the agreed fee based on the rate specified in 7.3, unless otherwise agreed.

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

10. Intended use of translation

10.1 The intended use of the translation shall always be agreed and stated. The client shall not use the translation for any other purpose without my permission.

10.2 Unless specified otherwise, translations shall be deemed to be required to be of "for information" quality.

11. Original text copyright and translation rights

11.1 If the source language text is copyright, I shall only accept the commission on the understanding that the Client:

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

11.2 The Client shall hold the Translator harmless from any claim for infringement of copyright and/or translation rights and also from any legal action which may arise from the contents of the original.

12. Copyright in translation

12.1 When it is agreed that copyright is to be assigned to the Client after translation, such copyright shall only be assigned when full payment for the commission has been received. Until such time, the copyright shall be owned by the Translator.

12.2 Copyright may subsist in material in written or spoken form or recorded in electronic form.

12.3 If I assign copyright and the translation is subsequently published, I expect the Client to acknowledge my work in the same way as for others involved in the publication, unless otherwise agreed.

12.4 If I retain copyright, unless otherwise agreed in writing, any published text of the translation shall carry the statement © English text Elizabeth Matthews (Year date) as appropriate to the particular case.

12.5 If my translation is in any way amended or altered without my written permission, I shall not be in any way liable for the amendments or their consequences.

13. Confidentiality

13.1 The Code of Professional Conduct (Clause 4.3) of the Chartered Institute of Linguists requires me as the Translator to treat all work entrusted to me in complete confidentiality. In accordance with the requirements of that Code (clause 5.6), I will not make direct contact with my Client's clients without the express permission of my Client.

13.2 As the Translator, I shall not make copies in addition to those required in the normal conduct of business and copies shall be for internal use only.

13.3 As required by the Code of Professional Conduct (Clauses 4.3 and 4.4) of the Chartered Institute of Linguists, as the Translator, I shall ensure that the need for confidentiality is made known to any third parties (typists, checkers, proofreaders etc) I shall employ. When necessary, I shall consult with colleagues about problems of terminology and other linguistic matters, but I shall ensure in all cases that there is no disclosure of confidential material.

13.4 The Client shall not disclose to third parties any information relating to me or my business (e.g. fees, working methods, contact details of individuals (e.g. typists / proofreaders) executing work for me) without my permission.

14. Responsibility and Liability

14.1 I shall carry out the translation with all reasonable skill and care and in accordance with the Code of Professional Conduct of the Chartered Institute of Linguists. I shall endeavour to ensure that the translation is suitable for its agreed purpose and target readership.

14.2 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:

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

15. Force majeure

15.1 In the event of my being unable to complete the work within the agreed time as a result of force majeure (i.e. fire, storm, tempest, flood or any other natural disaster, industrial dispute, civil commotion, acts of war, terrorism or any other situation beyond my control), I shall notify the Client of the circumstances, which shall entitle the Client and me to withdraw from the contract for the work. The Client shall pay me for any work completed and I shall use my best endeavours to assist the Client to place the work elsewhere or take some other remedial action.

15.2 As a safeguard against hard disk failure or theft of computer equipment, I will back up all work externally (e.g. on diskette, USB device or external hard drive) on a regular basis.

16. Complaints

16.1 Any complaint by the Client about my work shall be submitted to me within 30 days of receipt of the completed assignment.

16.2 If a dispute cannot be resolved between us the matter shall be referred to the Chartered Institute of Linguists for arbitration.

16.3 Any dispute about the quality of my translation shall be submitted to the Chartered Institute of Linguists for independent assessment.

16.4 Alternatively the above matters may be referred to the Arbitration Committee of the Institute of Translation and Interpreting.

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

These Terms of Business shall be subject to any detailed requirements or variants expressly specified in the order relating to a particular commission.

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.

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