



Terms of Business

These Terms of Business are issued by Ángeles Sánchez Caballero and are the basis on which she executes translation and related work.

1. Role of the Chartered Institute of Linguists and the Institute of Translation and Interpreting

The Chartered Institute of Linguists and the Institute of Translation and Interpreting are professional bodies of qualified linguists. To be admitted to any of its grades, members have to undergo stringent admission criteria and, once admitted, they are governed by a Code of Professional Conduct, a copy of which is available on request or following the links located at the bottom of this document. Both Institutes will investigate complaints about any alleged breaches of their Code and as a member, Ángeles Sánchez Caballero is bound by them. However, they are not involved in the contract between the Translator and her Client.

2. Applicable law

These Terms of Business shall be interpreted in accordance with the laws of England and Wales, to which both my Client and I agree to submit in the event of any dispute.

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 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 Client(s) 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 2 days.

6. Delivery date(s)

Delivery date(s) 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 additional requirements (e.g. special delivery, courier charges).
- 7.4 An estimate shall not be considered contractually binding, but given for guidance or information only.
- 7.5 Subject to paragraph 7.1 above, a binding quotation once given after I have seen all the source material shall remain valid for a period of 30 days from the date on which it was given, after which time it may be subject to revision.

8. Payment

- 8.1 Payment shall be made within 30 days of date of invoice.
- 8.2 In the case of long commissions, I may require payment in instalments.
- 8.3 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 paragraph 8.1. Where delivery is in instalments and notice has been given 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. This action shall be 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/estimated fee based on the rate specified in 7.3, unless otherwise agreed.

10. Intended use of translation

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 agreement.

11. Original text copyright and translation rights

11.1 The translator accepts an order from the Client on the understanding that the performance of the translation task will not infringe any third party rights. 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 (for example, in the case of promotional material).

12.4 If the translation is to be incorporated in a translation memory, I shall license use of the translation for this purpose.

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 made or their consequences.

13. Confidentiality

13.1 The Code of Professional Conduct (Clause 4.3) of the Chartered Institute of Linguists and the Institute of Translation and Interpreting requires me as the Translator to treat all work entrusted to me in complete confidentiality. In accordance with the requirements of those Codes, 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. Only such copies shall be retained as are required for professional indemnity insurance.

13.3 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, names and addresses/telephone numbers of individuals (e.g. typists/proofreaders) executing work for me) without my permission.

14. Responsibility and Liability

I shall carry out the translation with reasonable skill and care and in accordance with the provisions and spirit of the Code of Professional Conduct of the Chartered Institute of

Linguists and the Institute of Translation and Interpreting. I shall endeavour to ensure that the translation is suitable for its agreed purpose and target readership.

Time and expense permitting, I shall use my best endeavours to do the work to the best of my ability, knowledge and belief, and consulting such authorities as are reasonably available to me at the time. A translation shall be fit for its stated purpose and target readership, and the level of quality specified.

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:

- 1) the potential for such liability is expressly notified to the translator in writing, and
- 2) 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 on a daily basis.

16. Complaints

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

16.2 If a dispute cannot be resolved between us, the matter may be referred to the Chartered Institute of Linguists or the Arbitration Committee of the Institute of Translation and Interpreting for arbitration.

17. Unfair Competition

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:

- 1) the third-party work-provider has had previous dealings with the translator, or
- 2) the translator acts on the basis of information in the public domain, or
- 3) the approach from the third party is independent of the relationship with the intermediary, or
- 4) the approach to the third party arises as the result of broad-band advertising, or
- 5) the third party is seeking suppliers on the open market, or
- 6) the intermediary only makes isolated use of the translator's services.

18. Applicability and Integrity

These Model Terms shall be construed jointly with the **Code of Professional Conduct of the Chartered Institute of Linguists** and 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.

Adapted from the standard Terms and Conditions template of the Chartered Institute of Linguists and the Institute of Translation and Interpreting.

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