



Translation Terms and Conditions

These Standard Translation Terms and Conditions are deemed to apply in all contractual relationships between Philip Ronan ("the Translator") and his Clients and constitute the whole agreement between the parties, except where specifically noted and agreed in the Order Confirmation to the Client. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

1. Applicable Law

These terms of business shall be interpreted in accordance with English law, and the parties agree to submit to the jurisdiction of the English Courts. If any provision of these Standard Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Standard Terms and Conditions and the remainder of the provision in question shall not be affected.

2. Definitions

In these terms and conditions:

- a) the Client is the person or corporate body that places a commission;
- b) the Translator 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, interpreting, abstracting, authoring, revising, editing, proof-reading, indexing, testing 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 or original writing 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 proof-reading/checking will be done by the Client, etc.

3. Purpose

These Terms and Conditions are intended:

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

4. Acceptance

Having regard to other commitments, the Translator shall not be obliged to accept a commission if the Client asking for a quotation fails to place the work within five days.

5. Intended use of translation

The intended use of the translation shall always be agreed and stated. It is understood that the translated work is for the exclusive use of the Client in the ordinary course of its business and will not be published, or otherwise distributed for profit without obtaining prior agreement from the Translator. Furthermore, it is understood that the translated work will not form the substance of any legal agreement without prior review by a competent professional in the country of intended use.

6. Delivery date(s)

6.1 The Client undertakes to deliver the commission promptly to the Translator.

6.2 Delivery date(s) shall be binding only when the Translator has had full sight of the material to be translated. They may be subject to alteration of any amendment is made to the requirements after the commission has been placed.

6.3 The delivery of the commission will be in the form and at the time agreed.

6.4 The Translator shall not be held responsible for any loss, damage or late delivery of finished work due to the postal or telecommunications services or to force majeure (see Clause 14).

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 the Translator has submitted a quotation based on full sight of the commission.

7.2 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).

7.3 The Translator may decline to translate a text or charge more if it is hand-written or has poor legibility.

7.4 Fees/rates may be varied after work has commenced if it emerges that not all relevant information has been provided and/or if there are any changes to the requirements.

8. Payment terms

8.1 Currency: All invoices will be rendered in, and are payable in, Pounds Sterling. Other arrangements may be made by prior agreement.

8.2 Expenses: All additional expenses incurred relating to the work contracted, except for stationery, postage and other incidental office costs, will be billed to the Client.

8.3 All invoices are issued on the day of project completion. When not otherwise arranged, the balance of fees is due within 30 days of the date of the invoice.

8.4 The Translator does not provide credit facilities. If a payment is not received by cheque or bank transfer by the due date, a charge per month or part-month will be added to the outstanding sum. Late payments will be dealt with according to the current implementation of European Directive 2000/35/EC according to English law. If an invoice remains unpaid on the due date, all other outstanding invoices to the same client shall become due immediately.

8.5 In the case of long commissions, payment in instalments may be required.

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 10% of the agreed/estimated fee, unless otherwise agreed.

10. Original text copyright and translation rights

10.1 Any original documentation provided by the Client shall belong to the Client or shall be provided under licence for the Client's use or shall be otherwise lawfully available for the Client's possession, use and reproduction.

10.2 If the source language text is copyright, the Translator 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.

10.3 The Client warrants that any original documentation and its use by the Translator for the purpose of providing the Translation or Other Services will not infringe the copyright, translation rights or other rights of any third party, and the Client shall indemnify the Translator against any loss, damages, cost, expenses or other claims arising from any such infringement and also from any legal action which may arise from the content of the original.

11. Copyright in translation

11.1 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.

11.2 Copyright may subsist in material in written or spoken form or recorded in electronic form (e.g. on CD-ROM).

11.3 If the Translator assigns copyright and the translation is subsequently published, the Translator expects the Client to acknowledge his work in the same way as for others involved in the publication, unless otherwise agreed (for example, in the case of promotional material).

11.4 If the translation is to be incorporated in a translation memory, the Translator shall licence use of the translation for this purpose.

11.5 If the translation is in any way amended or altered without the Translator's written permission, the Translator shall not be in any way liable for the amendments made or their consequences.

12. Confidentiality

12.1 Any original documentation or information provided by the Client shall be treated by the Translator as confidential, and any translated work shall be kept confidential by the Translator. But the foregoing shall not apply to any documentation, data or other information that are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of the Translator.

12.2 The Translator shall not make copies in addition to those required in the normal conduct of business and such copies shall be for internal use only. Only such copies shall be retained as are required for professional indemnity insurance.

12.3 The Translator shall ensure that the need for confidentiality is made known to any third parties, such as proof-readers, employed by the Translator. In discussions with colleagues about problems of terminology or other linguistic matters, the Translator shall ensure in all cases that there is no disclosure of confidential information.

12.4 The Client shall not disclose to third parties any information relating to the Translator or the Translator's business (e.g. fees, working methods, names and contact details of individuals such as proof-readers executing work for the Translator) without the permission of the Translator.

13. Responsibility and liability

13.1 The Translator shall carry out the commission with reasonable skill and care. The Translator shall endeavour to ensure that the translation is suitable for its agreed purpose and target readership.

13.2 The Translator shall have no liability to the Client for any loss, consequential or otherwise, damage, costs, expenses or other claims for compensation arising from any original documentation or instructions supplied by the Client that are incomplete, inaccurate, incorrect, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Client.

13.3 The Translator shall have no liability to the Client or be deemed in breach of the agreement by reason of any delay due to any cause beyond the Translator's reasonable control, including Force Majeure.

14. Force majeure

In the event of the Translator 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, act of war, terrorism or any other situation beyond the control of the Translator), he shall notify the Client of the circumstances, which shall entitle the Client and the Translator to withdraw from the contract for the work. The Client shall pay the Translator for any work completed and the Translator shall use his best endeavours to assist the Client to place the work elsewhere or take some other remedial action.

15. Disputes and complaints

Any disagreement concerning the accuracy of translation or other services, or any other complaint by the Client about the commission, must be advised to the Translator in writing within five working days of delivery.