

# Terms of Business

These Terms of Business are issued by Ideal Words Ltd. and are the basis on which Ideal Words Ltd. 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 admission criteria and, once admitted, they are governed by a Code of Professional Conduct, a copy of which is available from [www.ciol.org.uk](http://www.ciol.org.uk). The Institute will investigate complaints about any alleged breaches of that Code of Conduct and every CIOL member will be bound by it. However, the Institute is not involved in these Terms of Business or any contract between the Translator and the Client and will accept no liability in connection with these Terms of Business or any contract between the Translator and the Client.

## 2. Applicable law

The Contract shall be governed by the laws of England and Wales and the Client agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

## 3. Definitions

In these Terms of Business:

the **Client** is the person or corporate body that places a Commission;

the **Commission** is the assignment or work placed with Ideal Words Ltd. by the Client and may comprise translation, abstracting, revising, editing, proofreading or copywriting or any other similar work or associated work to be agreed between the Client and the Translator;

the **Contract** is the contract entered into between the Client and the Translator in respect of the Commission and any requirements of the Commission;

the **Translator** is the practitioner who accepts the Commission;

the **source language** is the language in which the text to be translated or abstract is written;

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;

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), method of delivery, any special terminology to be used, whether proof reading/checking will be done by the client.

the **completion date** is the date by which it has been agreed that the service will be completed.

#### **4. Purpose**

These Terms of Business are intended:

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

#### **5. Acceptance**

A Commission shall not be considered as agreed and confirmed until a signed Contract has been exchanged between the Translator and the Client.

## **6. Force majeure**

6.1 If unavoidably prevented from fulfilling the Commission, the Translator will notify the Client of the circumstances, which shall entitle the Client and Translator to withdraw from the contract. The Client shall pay the Translator for any work completed and in consultation with the Client, the Translator will use reasonable endeavours to source a replacement Translator of equivalent competence and qualifications.

6.2 As a safeguard against hard disk failure or theft of computer equipment, the Translator will back up all work externally on a daily basis.

6.3 The Translator shall make every effort to complete the Commission by the Completion Date but shall not be responsible for delays in completion caused by events beyond their control, such as failure in postal or telecommunication services or force majeure.

## **7. Fees**

7.1 Fees/rates shall be agreed before the Commission is commenced and any quotation based on the Client's description of the work shall only be binding once full details of the Commission and the requirements have been confirmed in writing in the Contract.

7.2 If it emerges after the Commission has commenced that not all the relevant information has been provided and/or if there are any changes to the requirements, the Translator may vary the fees/rates accordingly.

7.3 The Translator will not provide free "test" translations.

## **8. Payment**

8.1 All work must be paid for, and payment shall be made within 30 days of the date of the invoice issued by the Translator to the Client.

8.2 In the case of long commissions, the Translator may require payment in instalments.

8.3 In the case of new Clients, the Translator may require a deposit payment of up to 50% of the fees specified before work on the Commission begins.

8.4 Any payment that is not made before the due date shall bear interest at the rate of three per cent (3%) above the base rate of Barclays Bank from time to time calculated on a daily basis from the date when such payment fell due until the date of payment.

## **9. Changes**

Any change, amendment or modification to the Commission or to these Terms of Business must be agreed in writing.

## **10. Cancellation and Frustration**

10.1 The Client must notify the Translator of the cancellation in writing.

10.2 If a Commission is reduced in scope or frustrated by an act or omission on the part of the Client or any Third Party, the Client shall, except in circumstances of force majeure, pay the Translator according to clause 10.3 below unless otherwise agreed in advance.

10.3 In the event that the Commission is cancelled or frustrated by the Client, the Translator shall be entitled to cancellation fees as follows:

50% of the fees specified, if the written notification of cancellation is received by the Translator more than 4 calendar weeks before the beginning of the Commission;

75% of the fees specified, if the written notification of cancellation is received by the Translator less than 4 calendar weeks but more than 2 weeks before the beginning of the Commission; and

100% of the fees specified, if the written notification of cancellation is received by the Translator at any time on or after the date falling 2 weeks before the beginning of the Commission.

10.4 If the 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.

## **11. Copyright in translating**

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.

11.3 If the Translator assigns copyright and the translation is subsequently published, the Translator expects the Client to acknowledge their 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 license use of the translation for this purpose.

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

11.6 If the document to be translated is protected by copyright, the Translator shall only accept the Commission on the understanding that the Client (i) has obtained the translation rights or (ii) will be using the translation only for private study. The Client

shall hold the Translator harmless from any claim for infringement of copyright and/or translation rights and from any legal action which may arise.

## **12. Confidentiality**

12.1 The Code of Professional Conduct of the Chartered Institute of Linguists requires Translators who are CIOL members to treat all work performed by them or any third parties (e.g. checkers, proofreaders) and any information given to them as confidential.

12.2 The Client shall not, without the express written consent of the Translator, disclose to third parties any information relating to his/her fees.

12.3 The Translator will 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.

12.4 Confidential information for purposes of this Clause shall not include (i) Information which is or becomes available to the general public, provided the disclosure of such information did not result from a breach by the Translator of this Clause; and (ii) terminological glossary entries compiled by the Translator in the course of their performance of the Services under the Commission.

## **13. Complaints**

13.1 Any complaint by the Client about the Translator's work shall be submitted to the Translator within 14 days of completion of the Commission.

13.2 If in the Client's substantiated opinion, the Translator has delivered substandard Services in relation to the specifications of the Commission, the Client must inform the Translator within fourteen (14) business days and give the Translator reasonable time to bring the work up to the required standard.

13.3 If a dispute cannot be resolved between the Client and the Translator, the matter shall be referred to the Chartered Institute of Linguists for arbitration. Any dispute about the quality

of the translation shall be submitted to the Chartered Institute of Linguists for independent assessment.

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

#### **14. Liability**

14.1 Neither party shall, under any circumstances whatsoever, be liable to the other, whether in contract, tort (including negligence) or restitution, or for breach of statutory misrepresentation, or otherwise, for any:

loss of profit;

loss of goodwill;

loss of business;

loss of business opportunity;

loss of anticipated saving;

loss of corruption of data or information; or

special, indirect or consequential damage, suffered by the other party that arises under or in connection with the Contract.

14.2 Without prejudice to clause 14.1, the Translator's total liability arising under or in connection with the Contract, whether in contract, tort (including negligence) or restitution, or for breach of statutory misrepresentation, or otherwise, shall in all circumstances be limited to the amount of the fees payable by the Client to the Translator pursuant to the Contract.