

As a professional Linguist, I abide by the Chartered Institute of Linguists' Code of Professional Conduct and fully endorse the International Association of Professional Translators and Interpreter's Code of Ethics.

## **General Terms of Business for commissioned Translation Work**

In submitting a text for translation, any individual or corporate body (hereinafter referred to as "Client") enters into a binding agreement with Sandra Fernandes Tavares (hereinafter referred to as the "Translator"), said agreement being covered by the following terms and conditions:

### **Definitions**

1. Translator shall mean the party providing a translation in the normal course of business.

The translator shall normally be the creator of a translation unless the Client has been explicitly informed that the act of translation (the translation task) will be subcontracted, or the translator customarily trades as an intermediary.

Translation task shall mean the preparation of a translation or any other translation-related task such as revising, editing, etc., which calls upon the translation skills of a translator, but not copywriting or adaptation.

Client shall mean the party commissioning a translation in the normal course of business.

The parties may be natural or legal persons, including, as an example only, private individuals, associations, partnerships, economic interest groupings or corporate entities.

### **Copyright in Source Material, and Translation Rights**

2. The translator accepts an order from the Client on the understanding that performance of the translation task will not infringe any third party rights.

The Client undertakes to keep the translator harmless from any claim for infringement of copyright and/or other intellectual property rights in all cases.

The Client likewise undertakes to keep the translator harmless from any legal action including defamation which may arise as a result of the content of the original source material or its translation.

Fees: (binding) Quotations and (non-binding) Estimates

3. In the absence of any specific agreement, the fee to be charged shall be determined by the translator on the basis of the Client's description of the source material, the purpose of the translation and any instructions given by the Client.

No fixed quotation shall be given by the translator until he/she has seen or heard all the source material and has received firm instructions from the Client.

Where VAT is chargeable it will be charged in addition to the quoted fee if the translator is VAT registered.

Any fee quoted, estimated or agreed by the translator on the basis of the Client's description of the task may be subject to amendment by agreement between the parties if, in the translator's opinion on having seen or heard the source material, that description is materially inadequate or inaccurate.

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 to the other party as soon as reasonably practical after they become apparent.

An estimate shall not be considered contractually binding, but given for guidance or information only.

4. Subject to the second paragraph of clause 3 above, a binding quotation once given after the translator has seen or heard all the source material shall remain valid for a period of thirty days from the date on which it was given, after which time it may be subject to revision.

5. Costs of delivery of the translation shall normally be borne by the translator.

Where delivery requested by the Client involves expenditure greater than the cost normally incurred for delivery, the additional cost shall be chargeable to the Client. If the additional cost is incurred as a result of action or inaction by the translator, it shall not be borne by the Client, unless otherwise agreed.

6. Other supplementary charges, for example those arising from:

discontinuous text, complicated layout or other forms of layout or presentation requiring additional time or resources, and/or

poorly legible copy or poorly audible sound media, and/or

terminological research, and/or

certification, and/or

priority work or work outside normal office hours in order to meet the Client's deadline or other requirements, may also be charged.

The nature of such charges shall be agreed in advance.

7. If any changes are made in the text or the Client's requirements at any time while the task is in progress, the translator's fee, any applicable supplementary charges and the terms of delivery shall be adjusted in respect of the additional work.

### **Delivery**

8. Any delivery date or dates agreed between the translator and the Client shall become binding only after the translator has seen or heard all of the source material to be translated and has received complete instructions from the Client.

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

Unless otherwise agreed, the translator shall dispatch the translation in such a way that the Client can reasonably expect to receive it not later than the normal close of business at the Client's premises on the date of delivery.

### **Payment**

9. Payment in full to the translator shall be effected not later than 30 days from the date of invoice by the method of payment specified. Any money tranference fees applicable in this case shall be taken care of by the Client.

For long assignments or texts, the translator may request an initial payment and periodic partial payments on terms to be agreed.

10. 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 Clause 9.

All overdue sums from the date on which they first become due will be assessed an additional 5.0% for each additional 30 day period until they are paid in full.

Where delivery is in instalments and notice has been given that an interim payment is overdue, the translator 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.

11. The Translator reserves the right to sub-contract all or part of the documents to a contractor of his/her choice to meet Client's requirements, unless expressly stipulated otherwise by the Client, and Client shall pay any reasonable additional charges incurred by the Translator as a result.

### **Copyright in Translations**

12. In the absence of a specific written agreement to the contrary, copyright in the translation remains the property of the translator.

The translator may use and sell or resell any non-confidential translation or any part or record thereof not covered by copyright, the Official Secrets Act, legal professional privilege or public interest immunity.

Where copyright is assigned or licensed (formally in writing as required by § 90 of the Copyright, Designs and Patents Act 1988, to take valid effect in law, or informally without writing but taking valid effect in equity outside the 1988 Act) this shall be effective only on payment of the agreed fee in full.

Copyright in any completed or residual part of a translation shall remain the property of the translator, and the conditions applicable to assignment of copyright and the grant of a licence to publish shall be as specified above in relation to a completed translation.

13. Where the translator retains the copyright, unless otherwise agreed in writing, any published text of the translation shall carry the following statement: "© (English or other) text (translator's name) (Year date)" as appropriate to the particular case.

14. Where the translator assigns the copyright and the translation is subsequently printed for distribution, the Client shall acknowledge the translator's work in the same weight and style of type as used for acknowledgement of the printer and/or others involved in production of the finished document, by the following statement: "(English or other) translation by (translator's name)", as appropriate to the particular case.

15. Where a translation is to be incorporated into a translation memory system or any other corpus the translator shall license use of the translation for this purpose for an agreed fee.

Such incorporation and use shall only take place after the licence for the purpose has been granted by the translator in writing and the agreed fee has been paid in full.

It shall be the duty of the Client to notify the translator that such use will be made of the translation.

16. All translations are subject to the translator's right of integrity.

If a translation is in any way amended or altered without the written permission of the translator, he/she shall not be in any way liable for amendments made or their consequences.

If the translator retains the copyright in a translation, or if a translation is to be used for legal purposes, no amendment or alteration may be made to a translation without the translator's written permission.

The right of integrity may be specifically waived in advance by the translator in writing.

### **Confidentiality and Safe-keeping of the Client's Documents**

17. No documents for translation shall be deemed to be confidential unless this is expressly stated by the Client.

However the translator shall at all times exercise due discretion in respect of disclosure to any Third Party of any information contained in the Client's original documents or translations thereof without the express authorisation of the Client.

Nevertheless a third party may be consulted over specific translation terminology queries, provided that there is no disclosure of confidential material.

18. The translator shall be responsible for the safe-keeping of the Client's documents and copies of the translations, and shall ensure their secure disposal.

19. If requested to do so by the Client, the translator shall insure documents in transit from the translator, at the Client's expense.

### **Cancellation and Frustration**

20. If a translation task is commissioned and subsequently cancelled, 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 the circumstances described in clause 22 pay the translator the full contract sum unless otherwise agreed in advance.

The work completed shall be made available to the Client.

21. 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.

22. Neither the translator nor the Client shall be liable to the other or any third party for consequences which are the result of circumstances wholly beyond the control of either party.

The translator shall notify the Client as soon as is reasonably practical of any circumstances likely to prejudice the translator's ability to comply with the terms of the Client's order, and assist the Client as far as reasonably practical to identify an alternative solution.

### **Complaints and Disputes**

23. Failure by the translator to meet agreed order requirements or to provide a translation which is fit for its stated purpose shall entitle the Client to:

- 1) reduce, with the translator's consent, the fee payable for work done by a sum equal to the reasonable cost necessary to remedy the deficiencies, and/or
- 2) cancel any further instalments of work being undertaken by the translator.

Such entitlement shall only apply after the translator has been given one opportunity to bring the work up to the required standard.

This entitlement shall not apply unless the translator has been notified in writing of all alleged defects.

24. Any complaint in connection with a translation task shall be notified to the translator by the Client (or vice-versa) within one month of the date of delivery of the translation.

25. If a dispute cannot be resolved amicably between the parties, the parties shall be subject to the jurisdiction of the Courts of England and Wales.

In any event these terms shall be construed in accordance with English law.

### **Responsibility and Liability**

26. The translation task shall be carried out by the translator using reasonable skill and care and in accordance with the provisions set out herein.

Time and expense permitting, the translator shall use his or her best endeavours to do the work to the best of his or her ability, knowledge and belief, and consulting such authorities as are reasonably available to him/her at the time.

A translation shall be fit for its stated purpose and target readership, and the level of quality specified.

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

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.

### **Unfair Competition**

27. 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:

the third-party work-provider has had previous dealings with the translator, or

the translator acts on the basis of information in the public domain, or

the approach from the third party is independent of the relationship with the intermediary, or

the approach to the third party arises as the result of broad-band advertising, or

the third party is seeking suppliers on the open market, or the intermediary only makes isolated use of the translator's services.

### **General Terms of Business for commissioned Interpreting Work**

#### **Definitions**

1. Interpreter shall mean the provider of the service. Client shall mean the buyer of the service; the Client can be the organiser of the event, an agency or any other person who will sign the Contract.

Event shall be a meeting, a conference or any other gathering at which Interpreters are required.

### **Professional Conduct.**

2. They shall in all circumstances endeavour to give a faithful rendering of the original communication without deliberate addition or omission, except where additional explanation may be necessary to make clear cultural differences or resolve ambiguities or multiple nuances of meaning, resisting any pressure to do otherwise. The Client shall undertake to keep the Interpreter harmless from any claim for infringement of copyright or any other intellectual property rights and likewise from any legal action including defamation which may arise as a result of the act of interpreting.

### **Confidentiality**

3. Interpreters shall at no time disclose to any third party any information not in the public domain which comes to their knowledge as a consequence of an interpreting assignment.

### **Services provided**

4. The services provided by the Interpreter shall comprise the interpreting services agreed in writing at the time when an assignment is accepted and/or those specified in these terms of business. They shall not without express agreement confirmed in writing at the time include any additional services. If an Interpreter is in exceptional circumstances required and accepts to undertake written translation work, such translation work shall be undertaken as a separate contract in accordance with General Terms of Business for Commissioned Translation Work set out above.

### **Contract**

5. All assignments shall be confirmed by a written Contract between the Client and the Interpreter, signed by both, which shall include these terms of business and any variants explicitly agreed. If any Interpreter is commissioned for an assignment and there is no time to enter into a written contract, the assignment shall be entered into on the basis of an oral contract only and these terms of business shall be deemed to apply.

Where an Interpreter's services have been contracted for in accordance with either of the means specified above, the Client shall be wholly liable for:

- organisation of the work of Interpreters at the event,
- remuneration of the Interpreter's services, and
- reimbursement of any expenses incurred by the Interpreter in connection with the assignment whether the interpreting services are in fact provided or not.

## **Teams**

6. Where an assignment requires continuous interpreting for any period of more than three quarters of an hour, a team of a minimum of two Interpreters shall be engaged to provide the interpreting service.

As an exception to the above, one Interpreter alone may be responsible for all interpreting services in the assignment if this is explicitly accepted by the Interpreter in writing.

Where more than two Interpreters are engaged for an assignment one Interpreter shall be designated team leader.

This team leader shall be responsible for organising the work of the interpreting Team and all liaison with the Client.

Additional fees may be agreed in advance for this additional work.

## **Working hours**

7. A working day shall comprise no more than eight hours' time during which interpreting will be required, and no more than two hours travel time. Interpreters shall be given a morning break, one midday break of at least 1 hour and one afternoon break.

No demands shall be made on the skills of the Interpreter during the breaks.

If in the course of an interpreting assignment it is found that interpreting services will be required for an additional period after the period of work for which the Interpreter was initially contracted, the

Interpreter may be invited, but not compelled to:

- continue for a further agreed period on that same day,
- continue for a further period on subsequent days.

If the Interpreter consents to the above, additional fees shall be paid in accordance with Clause 9.

If interpreting services are required for a continuous period of more than 10 hours, a second team shall be organised and the work shall be shared equally between the two teams.

If an Interpreter has agreed to work solo he/she shall be given adequate opportunity for breaks, ideally one 10 minute break every hour.

### **Quotation**

8. Fees quoted by an Interpreter, or on behalf of a team of Interpreters, in full knowledge of the contents and conditions of an assignment, shall be considered contractually binding and valid for acceptance for three months only. Quotations shall be confirmed in writing and any VAT applicable in addition to the fee shall be stipulated.

### **Fees**

9. All fees and allowances shall be freely negotiated and paid in full following receipt of an invoice, not later than 30 days after the end of the event. All overdue sums from the date on which they first become due will be assessed an additional 5.0% for each additional 30 day period until they are paid in full.

Where travel between the Interpreter's normal place of residence and an assignment by the means agreed between the parties cannot reasonably be completed within the same day or days as the assignment, travel time shall be remunerated.

A supplementary fee for working unsociable hours shall be agreed between the Interpreter and the Client in advance for assignments between the hours of 7 p.m. and 7 a.m., including travel time, or at weekends or on public holidays. A supplementary fee shall be negotiated where an Interpreter is required from the outset to work longer than the working day defined in Clause 7.

### **Travel and accommodation**

10. Arrangements for travel and accommodation shall be the responsibility of either the Client or the Interpreter, as agreed before acceptance.

Travel arrangements shall ensure that the Interpreter arrives at an agreed time before the start of the assignment and does not have to leave prematurely.

Where travel arrangements are made by the Client, these shall be such as to ensure that the Interpreter arrives sufficiently rested to fulfil the assignment to the expected standard.

The arrangements made shall be accepted in writing by the Interpreter.

Where travel arrangements are made by the Interpreter, the Interpreter shall seek to obtain travel and accommodation at a reasonable cost compatible with satisfactory performance of the assignment.

These arrangements shall be accepted by the Client in writing and any expenditure incurred shall be reimbursed to the Interpreter within no more than 30 days. If any such arrangements made by the Interpreter have to be varied or cancelled, any reimbursed sums recovered by the Interpreter shall be immediately repaid to the Client.

### **Cancellation**

11. If an accepted assignment is curtailed or cancelled either wholly or in part, or performance of the assignment is frustrated for reasons for which the Client or the Client's principal is responsible, the Client shall be liable to payment of a cancellation fee according to Clause 12. Any expenditure incurred as agreed in the contract and any additional expenditure incurred as a result of the cancellation shall also be reimbursed.

However if at the time of cancellation the Client is able to offer an alternative assignment of a similar type under comparable conditions and circumstances for all or part of the period of the original assignment, the Client's liability to the Interpreter in respect of cancellation fees shall be reduced by the amount of the fees payable for the alternative assignment.

12. Any cancellation fee shall be agreed between the parties prior to acceptance of the assignment and shall be determined in the light of

- a) the time between the notification of cancellation and the expected start date,
- b) the period of time between acceptance of the assignment and the expected start date of the assignment, and
- c) the expected length of the assignment.

### **Unavoidable circumstances**

13. The Interpreter undertakes to notify the Client at the earliest possible opportunity if he/she is prevented from undertaking an assignment or if performance is frustrated by unavoidable circumstances. In giving such notice the Interpreter shall relinquish any right to:

-remuneration for the uncompleted part of the assignment

-the reimbursement of any expenses, except those already irrecoverably incurred, or necessarily incurred in returning the Interpreter to his/her normal place of residence by suitable means.

Where an Interpreter is engaged on an assignment and is as a result of unavoidable circumstances unable to continue and unable to return to his or her normal place of residence, the Client shall be responsible for making arrangements for this and for reimbursing any expenditure and any loss of remuneration incurred.

### **Preparation**

14. The Client shall provide the Interpreter with suitable information in the form of background documentation (programmes, agendas, minutes of previous meetings, reports, brochures, case documents, affidavits, purpose of meeting, names of participants, etc.), where possible in all the languages in use at an event, in good time and preferably two weeks in advance of an assignment in order to ensure provision of a quality service. If this is not possible, or if it is in any case desirable, the Client shall arrange for a briefing.

Attendance by the Interpreter at such a briefing shall be paid as working time.

15. Copies of:

-the texts of any prepared statements or presentations  
-slides or other materials which will be read out or referred to by  
speakers in the course of an assignment

-the scripts of any videos or films shown shall be supplied to the  
Interpreter by the Client beforehand, not less than 24 hours in advance.

No information in such materials shall be disclosed by the Interpreter outside the context of the assignment, and the Interpreter shall be responsible for their safekeeping and immediate return to the Client at the end of the assignment.

### **Working conditions**

16. The Client shall ensure that speakers are fully visible to the Interpreter and that they are sufficiently near to be clearly heard. If this is not possible, the Client shall ensure that the speaker's voice or film/video soundtrack is in any case clearly conveyed directly to the Interpreter without interfering noise.

Simultaneous interpreting equipment shall conform to current ISO and CEI standards.

In non-signed interpreting the speaker should be made visible by means of an image providing a clear and detailed view of the speaker's face and body movements sufficient for the Interpreter's requirements.

### **Sight translation**

17. Where it is unavoidable that an Interpreter should make a sight translation of a document, the Interpreter shall not accept any liability for the accuracy of that translation, and no transcript of the sight translation shall be used to serve as a translation of the document.

### **Recordings**

18. No record of an Interpreter's work shall be made without the Interpreter's written consent, except where such recording is normal in legal proceedings.

### **Complaints**

19. Any complaint in connection with interpreting work carried out shall be notified to the Interpreter by the Client (or vice-versa) not later than one month from the final day of an assignment.

20. All endeavours should first be made to settle matters amicably. Should this not be possible, the UK law shall apply.

### **Responsibility and liability**

21. The interpreting task shall be carried out by the Interpreter using reasonable skill and care and in accordance with the provisions and spirit of the Code of Professional Conduct of the Chartered Institute of Linguists. The Interpreter shall use his or her best endeavours to interpret to the best of his or her ability, knowledge and belief.

No warranty can however be given as to the absolute correctness of any interpreting.

Following normal practice within the profession, in the event of a dispute or complaint about the work, the liability of the Interpreter shall be limited to the value invoiced by the Interpreter.

Consequential damages and liability are expressly excluded.

### **Unfair competition**

22. Where in the course of business the Client is an intermediary and introduces the Interpreter to a third party by way of business, the Interpreter shall not for a period of 6 months approach the said third party for the purpose of soliciting work, nor work for the third party in any interpreting capacity, without the Client's written consent.

However, this shall not apply where:

- the third party has had previous dealings with the Interpreter
- the Interpreter acts on the basis of information in the public domain
- the Client has failed to pay the Interpreter
- the approach from the third party is independent of the relationship with the intermediary
- the approach to the third party arises as the result of broadband advertising, or
- the third party is seeking interpreters on the open market.