

Moore Language Solutions

Charlotte Moore, B.A. (Joint Hons), P.G.C.E., M.A.T.L.T.

Client:

Agreement of Terms & Conditions

1. Definitions

1.1 'Translator' means Moore Language Solutions, the Party providing a Translation or language service including proofreading or transcription, 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 Translation will be subcontracted, or the Translator customarily trades as an intermediary.

1.2 'Agreement' means these standard terms of business.

1.3 'Assignment' means the period during which a Translator performs services or carries out work for or on behalf of the Client or as otherwise agreed between the Client and the Translator, commencing at the time the Translator first starts such work and services and ending upon cessation by the Translator of all such work and services.

1.4 'Client' means the Party commissioning a Translation in the normal course of business.

1.5 'Confidential Material' means any sensitive or private information with regard to the Client or their business.

1.6 'Source Material' means any text or other medium provided by the Client to the Translator and which contains a communication which has to be translated, proofread or transcribed and may comprise text, sound and/or images.

1.7 'Translation' means the commissioned work produced by the Translator for the Client and, for the purpose of this Agreement, may refer to other services that call upon the skills of a Translator including but not limited to proofreading, editing and transcription.

1.8 'Third Party' means any party who is not a party to this Agreement.

1.9 No part of any numbered clause shall be read separately from any other part.

1.10 Clause headings are provided for convenience of reading only and shall be ignored for the purposes of ascertaining meaning.

1.11 Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. Initial Requirements

2.1 The Translator accepts an Assignment from the Client on the understanding that performance of the Translation will not infringe any Third Party rights. Accordingly, the Client warrants to the Translator that:

- 1) the Client has full right and authority to enter into this Agreement, having acquired the right and licence to translate and publish the Source Material; and
- 2) the Source Material does not infringe the copyright or any other right of any person.

2.2 Any fee quoted, estimated or agreed by the Translator on the basis of the Client's description of the Assignment 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.

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2.3 Unless otherwise stated in the same quotation, a binding quotation once given after the Translator has seen or heard all the Source Material shall remain valid for a period of thirty (30) days from the date on which it was given, after which time it may be subject to revision.

2.4 New Clients will be required to make an advance payment of 50%-100% of the Translation cost. Existing Clients may be required to make an advance payment for any Translation worth more than £500.00.

3. Quotations and Acceptance

3.1 Unless otherwise agreed, the Translator will provide a free quotation for each order, which includes:

- The total number of words to be translated/proofread or the total number of audio minutes to be transcribed
- The cost
- The estimated delivery date and, if requested, the estimated delivery time including Time Zone
- Any surcharges (e.g. formatting, postage of hardcopy, external proofreading)
- The duration of validity of the quotation if anything other than the standard 30 days

3.2 All Translations carried out are subject to written confirmation by the Client and no contract shall be concluded until such confirmation is given. Each order constitutes a separate contract.

3.3 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.

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

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.

3.5 If any changes are made in the text or the Client's requirements at any time while the Assignment 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.

4. Delivery

4.1 Unless otherwise agreed in advance of starting the Assignment, the completed Translation shall be delivered electronically to the Client by email in Microsoft Word document format.

4.2 Where delivery of a hard copy is requested by the Client (for example, by courier and/or recorded or special delivery), the additional cost shall be chargeable to the Client.

4.3 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 in writing from the Client.

4.4 If 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.

4.5 The Translator shall not be held responsible for any loss, damage or late delivery of completed work due to postal or telecommunications delays or due to force majeure.

4.6 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.

5. Payment Terms

5.1 Payment is to be made by PayPal. Unless otherwise agreed in writing in advance of commissioning an Assignment, payment of the balance amount is due thirty days (30) after the date of invoice for both new and existing Clients.

5.2 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.

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

5.4 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 5.1.

5.5 Where notice has been given that a payment is overdue, the Translator shall have the right to stop working on the Translation at 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

6. Order Modification or Cancellation

6.1 Any project that is modified or cancelled after the quotation has been accepted will be subject to a cancellation charge of 50%, in addition to the cost of any work that has already been completed. The completed work shall be made available to the Client.

6.2 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.

6.3 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.

6.4 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.

7. Complaints and Disputes

7.1 The parties acknowledge that no two translators will translate a text in the same way. However, 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.

In any event, the Translator is not liable for any amount beyond the invoiced amount.

7.2 The entitlement referred to in clause 7.1, shall not apply unless the Translator has been notified in writing of all alleged defects.

7.3 Any complaint in connection with a Translation shall be notified to the Translator by the Client (or vice-versa) within fourteen (14) days of the date of delivery of the Translation.

7.4 If the Parties are unable to resolve the complaint, the matter may be referred by either Party to the Chartered Institute of Arbitrators. Such referral shall be made no later than two months from the date on which the original complaint was made. 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.

8. Liability

8.1 The Translation shall be carried out by the Translator using reasonable skill and care and in accordance with the provisions and spirit of the Code of Professional Conduct of the Institute of Translation and Interpreting.

8.2 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 of "for information" quality only.

8.3 Nothing in this Agreement shall be construed as seeking to restrict a Party's liability for personal injury or death arising from its own negligence.

8.4 Liability of the Translator under or in respect of this Agreement, whether in tort, contract or otherwise, shall be limited to the cost of the Translation being undertaken when the liability arises. Neither Party shall be liable to the other in respect of any consequential or indirect loss whatsoever.

9. Copyright

9.1 As outlined in clause 2.1 of this Agreement, the Translator accepts an Assignment from the Client on the understanding that performance of the Translation will not infringe any Third Party rights. If the source language text is subject to copyright, the Translator shall only accept an order on the understanding that the Client:

- 1) has obtained the Translation rights, or
- 2) will be using the Translation for private study only.

9.2 The Translator accepts no liability as a consequence of any claim that the Source Material provided by the Client contains anything objectionable, libellous, blasphemous or obscene or which constitutes an infringement of copyright or of any other rights of any Third Party.

9.3 In the absence of a specific written agreement to the contrary, copyright in the Translation remains the property of the Translator.

9.4 If the Translator retains the copyright, unless otherwise agreed in writing, any published text of the Translation shall carry the following statement: "© English Translation by Charlotte Moore (Year date)" as appropriate to the particular case.

9.5 If the Translator assigns the copyright to the Translation and the Translation is subsequently printed for distribution, the Client shall acknowledge the Translator's work by means of the following statement: "English Translation by Charlotte Moore", as appropriate to the particular case.

9.6 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.

10. Confidentiality

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

10.2 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 Source Material or Translations thereof without the express authorisation of the Client.

10.3 Notwithstanding the previous clause, the Parties agree that a Third Party may be consulted over specific Translation terminology queries in relation to the Source Material.

10.4 The Translator shall be responsible for the safe-keeping of the Client’s Source Material and copies of the Translations, and shall, where necessary, ensure their secure disposal. If requested to do so by the Client, the Translator shall insure documents in transit from the Translator, at the Client’s expense.

11. Applicability of these Terms and Conditions

11.1 This Agreement shall come into effect either:

- (1) when the Client signs the Agreement
- (2) when the Client commences delivery of the Source Material
- (3) when the Translator provides any services under the Agreement, whichever is the earlier.

11.2 This Agreement should be read in conjunction with the Code of Professional Conduct of the Institute of Translation and Interpreting (available at this link: <http://www.itl.org.uk/become-a-member/code-of-professional-conduct> .)

11.3 No waiver of any breach of any condition in this Agreement shall be considered as a waiver of any subsequent breach of the same or any other provision.

We hereby accept these terms and conditions:

Signed by **Translator**

Name

Signed by **Client**

Name

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