

Carrington Editorial – Translation Services

TERMS OF BUSINESS FOR TRANSLATION SERVICES

These Terms of Business are issued by *Carrington Editorial* and are the basis on which he executes translation and related work.

1. 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 English and Welsh courts.

2. Definitions

In these Terms of Business:

- a) the **Client** is the person or corporate body that places a Commission;
- b) the **Commission** is the assignment or work placed with Carrington Editorial by the Client and may comprise translation, abstracting, revising/editing translations or any other similar work or associated work to be agreed between the Client and Carrington Editorial;
- c) the **Contract** is the contract entered into between the Client and Carrington Editorial in respect of the Commission and any requirements of the Commission;
Carrington Editorial is the practitioner who accepts the Commission;
- d) the **source language** is the language in which the text to be translated or abstract 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;
- g) 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.

3. Purpose

These Terms of Business are intended:

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

4. Acceptance

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

- 4.1 The work will be carried out unsupervised at such times and places as determined by Carrington Editorial, using his own equipment.

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- 4.2 Carrington Editorial confirms that he is self-employed, is responsible for his own income tax and National Insurance contributions, and for paying VAT (where applicable) and will not claim benefits granted to the Client's employees.
- 4.3 The Client is under no obligation to offer Carrington Editorial work; neither is Carrington Editorial under any obligation to accept work offered by the Client.

5. Force majeure

- 5.1 If unavoidably prevented from fulfilling the Commission, Carrington Editorial will notify the Client of the circumstances, which shall entitle the Client and Translator to withdraw from the contract. The Client shall pay Carrington Editorial for any work completed and in consultation with the Client, use reasonable endeavours to source a replacement Translator of equivalent competence and qualifications.
- 5.2 As a safeguard against hard disk failure or theft of computer equipment, Carrington Editorial will back up all work externally on a daily basis.

6. Fees and completion of work

- 6.1 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.
- 6.2 The completed work will be delivered on or before the date agreed, for the agreed fee, which will be based on the description of the work required and the brief, both supplied by the Client.
- 6.3 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, Carrington Editorial may vary the fees/rates accordingly.
- 6.4 Carrington Editorial will not provide free "test" translations.
- 6.5 The Client will pay Carrington Editorial a fee per hour OR per printed page OR an agreed flat fee for the job, as agreed in the quotation for the Commission.

7. Payment

- 7.1 Unless agreed otherwise at the outset, payment will be made within 30 days of receipt of Carrington Editorial's invoice, according to the Late Payment of Commercial Debts (Interest) Act 1998 (amended 2002 and 2013).
- 7.2 In the case of long commissions, Carrington Editorial may require payment in instalments.

8. Cancellation

In the event that the Commission is cancelled by the Client, Carrington Editorial shall be entitled to cancellation fees as follows:

- a) 50% of the fees specified, if the cancellation is received by Carrington Editorial more than 6 calendar weeks before the beginning of the Commission;
- b) 75% of the fees specified, if the cancellation is received by Carrington Editorial less than 6

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calendar weeks but more than 2 weeks before the beginning of the Commission; and

- c) 100% of the fees specified, if the cancellation is received by Carrington Editorial at any time on or after the date falling 2 weeks before the beginning of the Commission.

8.1 Either the Client or Carrington Editorial has the right to terminate a contract for services if there is a serious breach of its terms.

9 Copyright in translating

9.1 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 Carrington Editorial.

9.2 Copyright may subsist in material in written or spoken form or recorded in electronic form.

9.3 If Carrington Editorial assigns copyright and the translation is subsequently published, Carrington Editorial 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).

9.4 If the translation is to be incorporated in a translation memory, Carrington Editorial shall license use of the translation for this purpose.

9.5 If the translation is in any way amended or altered without Carrington Editorials written permission, Carrington Editorial shall not be in any way liable for the amendments made or their consequences.

10. Confidentiality

10.1 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.

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

10.3 Carrington Editorial 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.

11. Complaints

11.1 Any complaint by the Client about Carrington Editorial's work shall be submitted to Carrington Editorial within 7 days.

11.2 If Carrington Editorial's work is unsatisfactory, Carrington Editorial will rectify it in his own time and at his own expense.

12. Liability

12.1 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:

- a) loss of profit;

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- b) loss of goodwill;
- c) loss of business;
- d) loss of business opportunity;
- e) loss of anticipated saving;
- f) loss of corruption of data or information; or
- g) special, indirect or consequential damage, suffered by the other party that arises under or in connection with the Contract.

12.2 Without prejudice to clause 12.1, Carrington Editorial'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 fee agreed for the Commission.

13 Data Protection

The information that the Client and Carrington Editorial may keep on record is covered by the terms of the General Data Protection Regulation. No more such information will be held than is necessary, at any time, to comply with those terms and with any compliance statement or privacy policy published by the Client and/or Carrington Editorial. Both the Client and Carrington Editorial agree that, where consent is required to hold or process such data, such consent has been requested and obtained and both facts can be demonstrated. Either may view the other's records to ensure that they are relevant, correct and up to date.

14. Carrington Editorial may use the Client's name in his promotional material.