



## 1. Definitions and Interpretation

### 1.1 Definitions

For the purposes of these Terms and Conditions, the following shall be taken to mean:

**AGREEMENT** shall mean these standard terms of business.

**TRANSLATOR** shall mean the provider of the service of translation, that is, the translation of the written word from SOURCE to TARGET text.

**SOURCE TEXT** shall mean any text in any medium provided to the 'Translator' by LanguageNow Ltd in its original language.

**TARGET TEXT** shall mean the desired language(s) into which LanguageNow Ltd has instructed the 'Translator' to translate the 'Source Text'.

**ESTIMATE** shall mean a non-binding quote between the Translator and LanguageNow Ltd, which the Translator may revise.

**FIXED QUOTATION** shall mean a binding quote between the Translator and LanguageNow Ltd, subject to reasonable Supplementary Charges as defined below.

**CLIENT** shall mean the purchaser of a translation with LanguageNow Ltd.

**LANGUAGENOW LTD** shall mean the company providing this agreement registered in England and Wales with company number 08422025.

**AUTHORISED REPRESENTATIVE** shall mean a member of the board of directors of LanguageNow Ltd., or an authorised employee of LanguageNow Ltd., by mandate of the board of directors.

**TRANSLATION TASK** means 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.

**PURCHASE ORDER** shall mean the commercial document issued to the Translator by LanguageNow Ltd indicating the type of document, word count and agreed priced for the translation.

**THIRD PARTY** shall mean any party who is not a party to this Agreement.

**CONFIDENTIAL MATERIAL** shall mean any sensitive or private information with regard to the Client or their business.

**ASSIGNMENT** shall mean the period during which a Translator performs services or carries out work for or on behalf of LanguageNow Ltd or as otherwise agreed between the



*LanguageNow Ltd and the Translator, commencing at the time the Translator first starts such work and services and ending upon the cessation by the Translator of all such work and services.*

## 1.2. Interpretation

In this Agreement, unless the context otherwise requires:

Words in the singular shall include the plural and vice versa.

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

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

A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

References to a “Party” or the “Parties” means the parties to this Agreement. This may only refer to LanguageNow Ltd and the Translator. The use of “Parties” in the plural means both LanguageNow Ltd and the Translator.

For the purposes of this agreement, the client shall be considered a Third Party.

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. Copyright in Source Material, and Translation Rights

2.1 The Translator accepts a Translation Task from LanguageNow Ltd on the understanding that performance of the Translation Task will not infringe any Third Party rights. Accordingly LanguageNow Ltd 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 LanguageNow Ltd shall indemnify the Translator against any loss, injury or damage (including legal costs and expenses and compensation paid by the Translator to compromise or settle any claim) which the Translator suffers as a consequence of any breach or alleged breach of any of the above warranties or as a consequence of any claim that the Source Material contains anything objectionable, libellous, blasphemous or obscene or which constitutes an infringement of copyright or of any other rights of any Third Party.



### **3. Fees**

3.1 In the absence of any pre-existing agreement between LanguageNow Ltd and the Translator, the Translator shall be responsible for determining his/her own fees on the basis of a description of the Source Text by LanguageNow Ltd, or upon presentation of the Source Material to the Translator by LanguageNow Ltd via e-mail or post.

3.2 The Translator is not required to give a fixed quotation until he/she has viewed the Source Material, nor indeed thereafter. Any fee notifications until this point shall be considered Estimates to be based on clear and complete instructions in writing from LanguageNow Ltd.

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

3.4 Subject to clause 3.2 above, a Fixed 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.

3.5 A Fixed Quotation shall be considered binding if both parties agree. This is subject to reasonable supplementary charges by the Translator as defined below.

3.6 VAT is chargeable in addition to the quoted fee if the Translator is VAT registered.

3.7 Upon agreement of a Fixed Quotation, LanguageNow Ltd shall provide a Purchase Order, including translation Reference Number, in order for the work to begin.

3.8 Purchase Orders shall remain valid for thirty (30) days from the date on which it was given, after which time it may be subject to revision.

3.9 Costs of delivery of the Translation shall normally be borne by LanguageNow Ltd and not the Translator. It is the responsibility of LanguageNow Ltd to charge the Client for such services according to the Terms & Conditions stated above. The Translator may submit an Expenses Invoice to LanguageNow Ltd for any and all reasonable Costs of Delivery.

#### **3.10 Reasonable Supplementary Charges**

In line with the Institute of Translation and Interpreting's Model Terms of Business, the Translator may charge additionally for costs arising from:

1. Discontinuous text, complicated layout or other forms of layout or presentation requiring additional time or resources,
2. Illegibility of areas of the text or of sound/visual media,
3. Complex terminology that involves significant research,
4. Certification,
5. Priority work or work outside normal office hours in order to meet the Client's deadline or other requirements.



Such charges should normally be agreed in advance. In situations whereby such prior knowledge may be deemed impractical, the Translator reserves the right to re-negotiate the fixed quotation with LanguageNow Ltd.

3.11 If any changes are made in the text or the Client's requirements at any time while the Translation 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. The Translator will be informed of any such changes by LanguageNow Ltd.

#### **4. Delivery**

4.1 Delivery dates shall be agreed in writing between LanguageNow Ltd and the Translator, upon receipt of the Source Text.

4.2 All delivery dates are taken to mean by the end of business on the given date, unless otherwise agreed. The translation should be provided in electronic form, or via the post, in such a way that it arrives at the agreed upon time.

4.3 In the event of any reasonable change in Delivery date, the Translator shall inform LanguageNow Ltd of the delay in writing with at least twenty-four hours' notice, wherever possible.

#### **5. Payment**

5.1 Payment shall be made to the Translator no later than thirty (30) days from the date of invoice, unless otherwise agreed.

5.2 The Translator reserves the right to request partial payments for long assignments. Such requests should be made in writing, and invoices should be issued accordingly.

5.3 The Translator reserves the right to charge interest on any payments not made within this time at his/her standard rate, agreed in advance.

5.3 This action shall be without prejudice to any sums due and without any liability whatsoever to LanguageNow Ltd, the Client or any Third Party.

5.4 The Translator reserves the right to cancel any commissioned work.

#### **6. Copyright in Translations**

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

6.2 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.

6.3 Where copyright is assigned or licensed (formally in writing as required by section



90(3) of the Copyright, Designs and Patents Act 1988 (the "1988 Act"), 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.

6.4 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 such Translation shall be as specified above.

6.5 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.

6.6 Where the Translator assigns the copyright to the Translation and the Translation is subsequently printed for distribution, LanguageNow Ltd and 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.

6.7 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.

6.8 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.

6.9 It shall be the duty of LanguageNow Ltd to notify the Translator that such use will be made of the Translation.

6.10 All Translations are subject to the Translator's right of integrity.

6.11 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.

6.12 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.

## **7. Responsibility and Liability**

7.1 The Translation Task 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.

7.2 Time and expense permitting, the Translator shall use his or her reasonable commercial 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.

7.3 Subject to clause 7.4, a Translation shall be fit for its stated purpose and target readership, and the level of quality specified.

7.4 Unless specified otherwise, Translations shall be deemed to be of "for information" quality only.

7.5 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.

7.6 Subject to clause 10.5, the 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 Task being undertaken when the liability arises.

7.7 Neither Party shall be liable to the other in respect of any consequential or indirect loss whatsoever.

## **8. Complaints and Disputes**

8.1 Failure by the Translator to meet agreed order requirements or to provide a Translation which is fit for its stated purpose shall entitle LanguageNow Ltd 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.

8.2 The entitlement referred to in clause 9.1, shall not apply unless the Translator has been notified in writing of all alleged defects.

8.3 Any complaint in connection with a Translation Task shall be notified to the Translator by LanguageNow Ltd (or vice-versa) within one month of the date of delivery of the Translation. 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.

8.4 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.

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

9.1 No documents for Translation shall be deemed to be confidential unless this is expressly stated by LanguageNow Ltd.

9.2 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 LanguageNow Ltd.

9.3 Notwithstanding clause 9.2, the Parties agree that a Third Party may be consulted over specific translation terminology queries in relation to the Source Material.

9.4 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.

9.5 If requested to do so by the LanguageNow Ltd, the Translator shall insure documents in transit from the Translator, at LanguageNow Ltd's expense.

## **10. Cancellation and Frustration**

10.1 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, LanguageNow Ltd shall except in the circumstances described in clause 10.4 pay the Translator the full fee unless otherwise agreed in advance.

10.2 The work completed shall be made available to the Client by LanguageNow Ltd.

10.3 If a Client or LanguageNow Ltd 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.

10.4 Neither the Translator nor the Client, nor LanguageNow Ltd 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.

10.5 The Translator shall notify LanguageNow Ltd 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 LanguageNow Ltd as far as reasonably practical to identify an alternative solution.

## **11. Unfair Competition**

11.1 Subject to clause 11.2, where in the course of business LanguageNow Ltd introduces the Translator to a Client 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 Client for the purpose of soliciting work, nor work for the Client in any capacity involving translation, without LanguageNow Ltd's written consent.

11.2 The restrictions in clause 11.1 shall not apply where:  
the Client 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 Client is independent of the relationship with the intermediary, or  
the approach to the Client arises as the result of broad-band advertising, or  
the Client is seeking suppliers on the open market, or  
LanguageNow Ltd only makes isolated use of the Translator’s services.

**12. Applicability and Integrity**

12.1 This Agreement shall come into effect either (1) when the LanguageNow Ltd signs the Agreement; or (2) when the LanguageNow Ltd commences delivery of the Source Material; or (3) when the Translator provides any services under the Agreement, whichever is the earlier.

12.2 This Agreement should be read in conjunction with the Code of Professional Conduct of the Institute of Translation and Interpreting.

12.3 This Agreement may be subject to any detailed requirements or variants expressly specified in the order relating to a particular Translation Task.

12.4 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, the undersigned, hereby accept these terms and conditions:**

Signature of Translator	.....
Name	.....
Date	.....

Signature of Authorised Representative of LanguageNow Ltd	.....
Name	.....
Date	.....