



SPEECHBOX TRANSLATES

## Terms and Conditions of Business

This is an adapted version of the Recommended Model General Terms of Business for Commissioned Translation Work provided by the Institute of Translation and Interpreting (ITI) in the United Kingdom.

### 1. Definitions

1.1 'Translator' means Florencia Castaño, No. SIRET 80104080900015 – France. The Translator shall normally be the creator of a Translation unless the Client has been explicitly informed that the Translation Task will be subcontracted, or the Translator customarily trades as an intermediary.

1.2 'Client' means the party commissioning a Translation in the normal course of business. The Client may be natural or legal persons, including, for example, private individuals, associations, partnerships, economic interest groupings or corporate entities.

1.3 '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.

1.4 '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, and may comprise text, sound and/or images.

### 2. Copyright in Source Material, and Translation Rights

2.1 The Translator accepts a Translation Task from the Client on the understanding that performance of the Translation Task will not infringe any third party rights. Accordingly, if the source language

text is subject to copyright, the Translator shall only accept an order on the understanding that the Client:

has obtained the translation rights, or  
will be using the translation for private study only.

2.2 The Client agrees to keep the Translator harmless from any claim for infringement of copyright and/or other intellectual property right, as well as from any legal action which may arise as a result of the content of the original Source Material or its translation.

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

2.4 If the Translator assigns the copyright and the translation is subsequently printed for distribution, the Client shall acknowledge the Translator's work by means of the following statement: "(Spanish or other) translation by (translator's name)", as appropriate to the particular case.

2.5 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.

2.6 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.

### 3. Fees: (binding) Quotations and (non-binding) Estimates

3.1 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.

3.2 No fixed quotation shall be given by the Translator until he/she has seen or heard all the Source Material and has received clear and complete instructions in writing from the Client.

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

3.4 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.

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

3.6 Subject to clause 3.2 above, a binding quotation once given after the Translator has seen or heard all the Source Material shall remain valid for a period of one (1) business day from the date on which it was given, after which time it may be subject to revision depending on the Translator's workload.

3.7 Costs of delivery of the Translation shall normally be borne

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Translator English & French > Spanish

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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.

3.8 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 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.

3.9 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.

### 4. Delivery

4.1 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.

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

4.3 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

5.1 Payment in full to the Translator shall be effected no later than thirty (30) days from the date of invoice by the method of payment specified.

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

5.3 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.

5.4 Failure to settle an invoice within thirty (30) days will incur a late payment fee of 30 € or 10% of the invoice total (whichever is greater).

5.5 Where delivery is in instalments and notice has been given that an interim payment is overdue, the Translator shall have the right to stop working on the Translation Task at hand until the outstanding payment is made or other terms agreed.

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

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

6.2 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.

6.3 Nevertheless, third parties may be consulted over specific translation terminology queries in relation to the Source Material.

6.4 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.

### 7. Cancellation and Frustration

7.1 If a Translation Task is commissioned and subsequently cancelled, reduced in scope or frustrated while in process by an act or omission on the part of the Client or any third party, the Client shall pay the Translator 100% (one hundred percent) of the fee for work already done and 50% (fifty percent) of the fee for work left to be done, unless otherwise agreed in advance.

7.2 The work completed shall be made available to the Client.

7.3 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.

7.4 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.

7.5 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.

### 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 the Client to:

1) reduce, with the Translator's consent, the fee payable for work

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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, and it shall not apply unless the Translator has been notified in writing of all alleged defects.

8.2 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. If the parties are unable to resolve the complaint, the matter may be referred by either party to a mutually agreed arbitration committee. Such referral shall be made no later than two months from the date on which the original complaint was made.

8.3 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 France. In any event this agreement shall be construed in accordance with the French law.

### 9 Responsibility and Liability

9.1 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.

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

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

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

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

### 10. Unfair Competition

10.1 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.

10.2 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.

### 11. Applicability and Integrity

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

11.2 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.

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

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