

## **TERMS AND CONDITIONS**

These general Terms of Business form the basis of contract between Baltica Translations (registered number 2295196, having its registered office at 2/1, 6 Kildonan Drive, Glasgow, G11 7XA), hereinafter referred to as the “**Translator**” or “he/she”, and the Client. These terms only provide a background framework; the details of an assignment will be specified in the order. The terms of the order constitute the special terms of the contract and prevail over the general terms.

### 1. Definitions

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

**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.

A **Translator** may act as an intermediary. A relationship involving an intermediary of any nature acting in the normal course of business shall comprise two (or more) direct and discrete **Translator** / Client contracts.

**Source material** shall be understood to mean any text or medium containing a communication which has to be translated, and may comprise text, sound or images.

## 2. Copyright in Source Material and Translations

(1) The **Translator** accepts an order from the Client on the understanding that performance of the translation task will not infringe any third party rights.

(2) In the absence of a specific written agreement to the contrary, copyright in the translation remains the property of the **Translator**.

(3) 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

(1) The fee to be charged shall be determined by the **Translator** on the basis of the Client's description of the source material / assignment and any instructions given by the Client. An estimate shall not be considered contractually binding, but given for guidance or information only.

(2) No fixed quotation shall be given by the **Translator** until he / she has seen or heard all the source material / all required details of an interpreting assignment have been provided and firm instructions from the Client have been received.

(3) 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 / received the details of an interpreting assignment, that description is materially inadequate or inaccurate.

(4) Translation and proofreading rates are quoted per 1000 words. Minimum payment for short texts up to 350 words applies. Discounts will be considered for volume offers. Supplementary charges apply to orders exceeding 2500 words per day, work performed outside normal office hours (Monday to Friday, 08.00 to 18.00) and on recognised public holidays. The details shall be agreed in advance.

(5) Interpreting rates are quoted per hour, per day or half-day. The **Translator** will always try to obtain an estimated duration from the Client for any assignment. Travelling time to and from the assignment and travel expenses shall be charged to the Client. Supplementary charges apply to work performed outside normal office hours (Monday to Friday, 08.00 to 18.00) and on recognised public holidays. The details shall be agreed in advance.

(6) For the purposes of clause 3 (5), a minimum payment of one hour applies to any assignments booked for up to one hour. Thereafter, assignments are payable in 15 minute blocks rounded up to the nearest 15 minutes.

(7) For the purposes of clause 3 (5), if an assignment is expected to last longer than one hour, the Interpreter shall be paid for the full booked duration. Thereafter, assignments are payable in 15 minute blocks rounded up to the nearest 15 minutes.

(8) For the purposes of clause 3 (5), any time spent waiting after the stated appointment time shall be charged at the same rates as interpreting time.

(9) Any fee agreed for a translation / interpretation 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.

(10) 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.

(11) Other supplementary charges, for example those arising from:

- discontinuous or handwritten 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.

(12) 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.

#### 4. Delivery

(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 from the Client.

## 5. Payment

(1) Payment in full to the **Translator** shall be effected not later than 28 days from the date of invoice by the method of payment specified.

(2) For long assignments or texts, the **Translator** may request an initial payment and periodic partial payments on terms to be agreed.

(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).

(4) Interest shall automatically be applied at the rate of 8% per annum over base rate to all overdue sums from the date on which they first become due until they are paid in full.

(5) Where delivery is in installments 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 taken without prejudice to any sums due and without any liability whatsoever to the Client or any third party.

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

(1) 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, translations thereof or any information discussed during a given assignment without the express authorisation of the Client.

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

(3) 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.

## 7. Cancellation and Frustration

(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 the Client shall except in the circumstances described in clause 7 (3) pay the **Translator** the full contract sum unless otherwise agreed in advance. The work completed shall be made available to the Client.

(2) If an interpreting task is commissioned and subsequently cancelled, less than 48 hours (or 2 working days) before the scheduled appointment time, the Client shall except circumstances described in clause 7 (3) pay the **Translator** the full contract sum excluding any travel expenses, as set out in the order.

(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.

(4) The **Translator** shall notify the Client as soon as is reasonably practical of any circumstances likely to prejudice its ability to comply with the terms of the Client's order, and assist the Client as far as reasonably practical to identify an alternative resolution.

#### 8. Complaints and disputes

(1) Any complaint in connection with a translation / interpreting task shall be notified in writing to the **Translator** within 28 days of the date of delivery of the translation / interpretation.

(2) The **Translator** shall be given one opportunity to bring the work up to the required standard.

(3) Any disputes arising between the **Translator** and the Client shall be resolved in accordance with Scottish law.