

Terms and Conditions

1. Introduction

These are the standard Terms and Conditions for Kimberley Wright - Freelance BSL Translator/Silent Translation. All bookings, once confirmed verbally, by email, or in writing, will be subject to these terms and conditions and will be assumed accepted by all parties unless otherwise informed by email or in writing that a variant of terms and conditions is to be negotiated. Attention is drawn to the cancellation notice periods under point four (4) and any fees which may be owed as a result of cancelling an assignment once confirmed.

2. Services Provided

We offer BSL translation services, including but not limited to, live translation, video interpretation, and document translation.

a) Translation services are available subject to the availability of the Translator. We strive to provide timely and accurate translations but do not guarantee specific response times.

b) The services provided by the Translator shall comprise the translation services agreed in writing at the time an assignment is accepted and/or those specified in these Terms and Conditions of Business.

c) Where a Translator's services have been contracted in accordance with the above, the Client shall be wholly liable for the remuneration of the Translator's services and reimbursement of any expenses incurred by the Translator in connection with the assignment, whether the translation services are provided or not.

d) If, during an assignment, it is found that the Translator's services will be required for an additional period beyond the initial contract, the Translator may be invited, but not compelled, to continue for a further agreed period on the same day for an additional fee, which will be advised at the time of the extension.

3. Copyright in Source Material and Translation Rights

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

a) 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

*The intention of this document is to outline the usual working practice for commissioning services from BSL translators and provide limited protection and general principles for all parties.

SILENT TRANSLATION

Kimberley Wright

b) The Source Material does not infringe the copyright or any other right of any person. The Client 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 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 any other rights of any Third Party.

4. Fees: (Binding) Quotations and (Non-binding) Estimates

In the absence of any specific agreement, the fee to be charged shall be determined by the Translator based on the Client's description of the Source Material, the purpose of the Translation, and any instructions given by the Client.

No fixed quotation shall be given by the Translator until he/she has seen or heard all the Source Material and received clear and complete instructions in writing from the Client. This shall be confirmed by email outlining full costs (Translator's fee, travel, any other applicable costs) or expressed as an inclusive amount payable by the Client.

Where VAT is chargeable, it will be added to the quoted fee if the Translator is VAT registered. Any fee quoted, estimated, or agreed by the Translator based on 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.

Any fee agreed for a Translation which is found to present latent special difficulties of which neither party could reasonably be aware at the time of offer and acceptance shall be renegotiated, provided the circumstances are made known to the other Party as soon as reasonably practical after they become apparent.

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

A binding quotation, once given after the Translator has seen or heard all the Source Material, shall remain valid for thirty (30) days from the date on which it was given, after which time it may be subject to revision.

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 (e.g., courier or special 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.

Other supplementary charges, such as those arising from:

*The intention of this document is to outline the usual working practice for commissioning services from BSL translators and provide limited protection and general principles for all parties.

SILENT TRANSLATION

Kimberley Wright

- 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 to meet the Client's deadline or other requirements, may also be charged. The nature of such charges shall be agreed in advance. 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.

5. Cancellation

If an accepted assignment is curtailed or cancelled either wholly or in part, or performance of the assignment is frustrated for reasons for which the Client or the Client's principal is responsible, the Client shall be liable for payment of a cancellation fee.

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 still pay the Translator the full fee unless otherwise agreed in advance.

Any expenditure incurred as agreed in the contract and any additional expenditure incurred as a result of the cancellation shall also be reimbursed.

Neither the Translator nor the Client shall be liable to the other or any Third Party for consequences resulting from circumstances wholly beyond the control of either Party.

Any cancellation fee shall be agreed between the parties prior to acceptance of the assignment and shall be determined in relation to the time between notification of cancellation and the start date, as follows:

- 5 working days or less notice - Full Fee
- 6 to 10 working days notice - Half Fee
- 11 or more working days notice - No Fee

6. Unavoidable Circumstances

The Translator undertakes to notify the Client at the earliest possible opportunity if they are prevented from undertaking an assignment or if performance is frustrated by unavoidable circumstances. In such circumstances, the Translator shall endeavour to find a suitable substitute, and this shall discharge the Translator from any further liability.

7. Payment

*The intention of this document is to outline the usual working practice for commissioning services from BSL translators and provide limited protection and general principles for all parties.

SILENT TRANSLATION

Kimberley Wright

Payment in full to the Translator shall be completed no later than twenty-eight (28) days from the date of invoice by the method of payment specified.

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

Settlement of any invoice, part-invoice, or other payment shall be made by the due date agreed between the Parties.

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.

Any payment that is not made before the due date will attract interest at 8% over the base rate (or such rate as is determined by statute, the latter prevailing), applied to all overdue sums from the first date on which they become due until they are paid in full.

8. Preparation Materials

The Client shall provide the Translator with relevant information and preparatory materials in the form of background documentation, in good time, preferably two weeks in advance of an assignment to ensure the provision of a quality service.

9. Recordings

No recordings of a Translator's work shall be made without the Translator's prior consent when offered the assignment, except where such recording is inherent within legal proceedings. Recordings intended for streaming (live or pre-recorded), sharing internally or externally, broadcast, or publication, may incur an additional fee.

10. Copyright in Translations

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

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.

Where copyright is assigned or licensed (formally in writing as required by The Copyright and Related Rights Regulations 2003), this shall be effective only on payment of the agreed fee in full. Copyright in any completed or residual part of a Translation shall remain the property of the Translator, and the conditions applicable to the assignment of copyright and the grant of a licence to publish such Translation shall be as specified above.

*The intention of this document is to outline the usual working practice for commissioning services from BSL translators and provide limited protection and general principles for all parties.

SILENT TRANSLATION

Kimberley Wright

Where a Translation is to be incorporated into a translation memory system or any other corpus, the Translator shall license the 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.

It shall be the duty of the Client to notify the Translator that such use will be made of the Translation. All Translations are subject to the Translator's right of integrity.

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.

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.

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

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

The Parties agree that a Third Party may be consulted over specific translation terminology queries in relation to the Source Material.

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.

12a. Complaints and Disputes

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. Any complaint or dispute in connection with the Translator's work carried out shall be notified to

*The intention of this document is to outline the usual working practice for commissioning services from BSL translators and provide limited protection and general principles for all parties.

SILENT TRANSLATION

Kimberley Wright

the Translator by the Client (or vice-versa) within two weeks after the final day of an assignment in writing. If the parties are unable to agree, the matter may be referred to the NRCPD. For further information, see www.nrcpd.org.uk. Such referral should be made no later than four weeks 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 the decision of the Standards Panel, the parties shall be subject to the jurisdiction of the Courts of England and Wales. In any event, these Terms and Conditions shall be construed in accordance with English law.

12.b. Responsibility and Liability

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 NRCPD guidelines on professional practice and ethics.

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 consult such authorities as are reasonably available to him/her at the time.

No guarantee can be given as to the absolute accuracy of any translation. In the event of a dispute or complaint about the work, the liability of the Translator shall be limited to the value invoiced by the Translator.

Consequential damages and liability are expressly excluded.

*The intention of this document is to outline the usual working practice for commissioning services from BSL translators and provide limited protection and general principles for all parties.