**Ajas Languages: Translation Terms and Conditions**

*1. Copyright in Source Material, and Translation Rights*

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 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 claim.

*2. Fees: Quotations and Estimates.*

1. 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.
2. 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.
3. An estimate shall not be considered contractually binding, but given for guidance or information only.
4. Any quotation given by the Translator 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.
5. 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 may be adjusted in respect of the additional work
6. Other supplementary charges will be agreed in advance: 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
   * certification, and/or
   * priority work or work outside normal office hours in order to meet the Client’s deadline

*3. Delivery*

1. 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 (for example, courier and/or recorded or special delivery), the additional cost shall be chargeable to the Client.
2. 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. Payment*

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.
2. 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.

*5. Copyright in Translations*

1. In the absence of a specific written agreement to the contrary, copyright in the Translation remains the property of the Translator.
2. Where the Translator assigns the copyright to the Translation and the Translation is subsequently printed for distribution, 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.
3. It shall be the duty of the Client to notify the Translator that such use will be made of the Translation.
4. All Translations are subject to the Translator’s right of integrity.
5. 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. Confidentiality and Safe-keeping of the Client’s Documents*

1. 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*

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 pay the Translator the full fee unless otherwise agreed in advance.
2. 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.

*8. Complaints and Disputes*

1. 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 the Chartered Institute of Arbitrators.
2. 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. Responsibility and Liability*

1. 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.
2. Neither Party shall be liable to the other in respect of any consequential or indirect loss whatsoever.

We hereby accept these terms and conditions:

Signed by Translator

Name ......................................

Signed by Client

Name .......................................