

GENERAL TERMS OF BUSINESS FOR WORK COMMISSIONED TO MASTERMIND TRANSLATIONS LTD

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

- 1.1.1 In this Agreement, unless the context otherwise requires, the following expressions shall be given the following meanings:
- a. 'Agreement' means these General Terms of Business.
 - b. 'Assignment' means the period during which the Language Service Provider performs services or carries out work for or on behalf of the Client, including both Translation and Interpreting services. The Assignment commences when the Language Service Provider first starts such work and services and ends upon the cessation by the Language Service Provider of all such work and services, including any preparation or post-assignment work.
 - c. 'Client' means the Party commissioning a Translation or Interpreting service in the normal course of business.
 - d. 'Confidential Material' means any sensitive or private information regarding the Client or their business.
 - e. 'Interpreter' means the individual acting on behalf of the Language Service Provider who performs Interpreting.
 - f. 'Interpreting' means the oral rendering of spoken communication from one language into another, conducted in real-time during events, such as audits, meetings, or conferences.
 - g. 'Language Service Provider' means the Party providing a Translation and/or Interpreting service in the normal course of business.
 - h. 'Source Material' means any text or other medium provided by the Client to the Language Service Provider for translation, which may include text, sound, and/or images.
 - i. 'Task' means any work undertaken by the Language Service Provider, including the preparation of a Translation or any other task related to Translation or Interpreting, such as revising, reviewing, proofreading, and sight translation, which calls upon the expertise of the Language Service Provider.
 - j. 'Translation' means the commissioned written work produced by the Language Service Provider.
 - k. 'Third Party' means any party who is not a party to this Agreement.

1.2 Scope of Services

- 1.2.1 The Language Service Provider offers both Translation and Interpreting services as per the Client's requirements. Specific details of each task, including the nature of the service, language pair, and context, shall be agreed upon in writing prior to the commencement of the Assignment.

1.3 Interpretation

- 1.3.1 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 only and shall be ignored for 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' mean the parties to this Agreement, who may be natural or legal persons, including private individuals, associations, partnerships, economic interest groupings, or corporate entities.
 - 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

- 2.1 The Language Service Provider accepts a Task from the Client on the understanding that the performance of such will not infringe any Third Party rights. Accordingly, the Client warrants to the Language Service Provider that:
- 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 Source Material does not infringe the copyright or any other right of any person.
- 2.2 The Client shall indemnify the Language Service Provider against any loss, injury, or damage (including legal costs, expenses, and compensation paid by the Language Service Provider to compromise or settle any claim) which the Language Service Provider 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 any other rights of any Third Party.

3. FEES, QUOTATIONS, AND ESTIMATES

- 3.1 In the absence of any specific agreement, fees shall be determined by the Language Service Provider based on the Client's description of the Source Material, the purpose of the Task, and any instructions given.
- 3.2 No fixed quotation shall be given until the Language Service Provider has seen all relevant Source Material and received clear, complete instructions in writing from the Client.
- 3.3 Where VAT is chargeable, it will be added to the quoted fee.
- 3.4 Any fee quoted, estimated, or agreed by the Language Service Provider based on the Client's description of the Task may be subject to amendment if, upon reviewing the Source Material or understanding the context, the Language Service Provider finds that description to be materially inadequate or inaccurate.
- 3.5 Any fee agreed for a Task that presents unforeseen difficulties, of which neither Party could reasonably be aware at the time of offer and acceptance, shall be renegotiated, provided that the circumstances are made known to the other Party as soon as reasonably practical after they become apparent.
- 3.6 An estimate shall not be considered contractually binding but is provided for guidance or information only.

- 3.7 Subject to clause 3.2, a binding quotation once given after the Language Service Provider has reviewed all Source Material shall remain valid for thirty (30) days from the date of issuance, after which it may be subject to revision.
- 3.8 Costs of delivery of the Translation shall normally be borne by the Language Service Provider. Where delivery requested by the Client involves expenditure greater than the usual cost (e.g., courier or special delivery), the additional cost shall be chargeable to the Client, unless incurred due to the Language Service Provider's action or inaction.
- 3.9 Other supplementary charges may apply where additional work is required in situations including but not limited to:
- discontinuous text, complicated layout or other forms of layout or presentation requiring additional time or resources;
 - poorly legible copy or poorly audible sound media;
 - terminological research;
 - certification;
 - priority work or work outside normal office hours in order to meet the Client's deadline or other requirements.
- 3.10 The nature of such charges shall be agreed in advance.
- 3.11 If any changes are made to the text or the Client's requirements while the Translation Task is in progress, the Language Service Provider's fee, applicable supplementary charges, and terms of delivery shall be adjusted accordingly.
- 3.12 Fees for Interpreting Tasks are typically calculated on a daily or half-daily basis, with considerations for preparation time, travel expenses, and subject matter complexity. Any specific terms, including potential overtime fees or additional expenses, shall be agreed upon in advance.

4. DELIVERY

- 4.1 Any delivery date or dates agreed between the Language Service Provider and the Client shall become binding only after the Language Service Provider has reviewed all relevant Source Material for the Task 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 Language Service Provider shall dispatch the Translation in such a way that the Client can reasonably expect to receive it no later than the normal close of business at the Client's premises on the agreed delivery date.
- 4.4 For Interpreting Tasks, the Interpreter acting on behalf of the Language Service Provider shall arrive at the agreed location or connect via the specified platform at the designated time. The Client is responsible for providing all necessary information, including event agendas, relevant materials, and any required technical setup, in advance to facilitate adequate preparation.

5. PAYMENT

- 5.1 Payment in full shall be made to the Language Service Provider no later than thirty (30) days from the date of the invoice by the method of payment specified.
- 5.2 For certain Tasks, the Language Service Provider may request an initial payment and periodic partial payments on terms to be agreed.

- 5.3 For Interpreting Tasks, any additional costs, such as travel expenses, accommodation, or subsistence, shall be agreed upon in advance and reimbursed by the Client. Any required advance payment for such expenses may be requested prior to the Assignment.
- 5.4 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.
- 5.5 Where delivery is in instalments and notice has been given that an interim payment is overdue, the Language Service Provider reserves the right to suspend work on the Task until the outstanding payment is made or other terms are agreed.
- 5.6 Any payment that is not made by the due date shall bear statutory interest at a rate of eight per cent (8%) plus the Bank of England base rate for business-to-business transactions, calculated on a daily basis from the date when such payment became due until the date of payment.
- 5.7 This action shall be without prejudice to any other sums due and without any liability whatsoever to the Client or any Third Party.

6. TRANSLATION RIGHTS

- 6.1 In the absence of a specific written agreement to the contrary, copyright in the Translation remains the property of the Language Service Provider.
- 6.2 The Language Service Provider 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 Language Service Provider, 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 Language Service Provider retains the copyright, unless otherwise agreed in writing, any published text of the Translation shall carry the following statement: '© (English or other) text (Language Service Provider's name) (Year date)' as appropriate to the particular case.
- 6.6 Where the Language Service Provider assigns the copyright to the Translation and the Translation is subsequently printed for distribution, the Client shall acknowledge the Language Service Provider'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 (Language Service Provider'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 Language Service Provider 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 Language Service Provider in writing and the agreed fee has been paid in full.
- 6.9 It shall be the duty of the Client to notify the Language Service Provider that such use will be made of the Translation.
- 6.10 All Translations are subject to the Language Service Provider's right of integrity.

- 6.11 If a Translation is in any way amended or altered without the written permission of the Language Service Provider, the Language Service Provider shall not be in any way liable for amendments made or their consequences.
- 6.12 If the Language Service Provider 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 Language Service Provider's written permission. The right of integrity may be specifically waived in advance by the Language Service Provider in writing.
- 6.13 No recording of interpreting sessions is permitted without prior written consent from both the Language Service Provider and the Interpreter. If consent is granted, the recording shall only be used for the purposes agreed upon in writing by the Parties.

7. CONFIDENTIALITY AND SAFE-KEEPING OF THE CLIENT'S DOCUMENTS

- 7.1 No documents for Translation shall be deemed to be confidential unless this is expressly stated by the Client.
- 7.2 The Language Service Provider 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, unless the Client has expressly authorised such disclosure.
- 7.3 Notwithstanding clause 7.2, the Parties agree that a Third Party may be consulted over specific translation or interpreting terminology queries in relation to the Source Material or content, as needed for the accurate completion of the Task.
- 7.4 The Language Service Provider 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.
- 7.5 If requested to do so by the Client, the Language Service Provider shall insure documents in transit from the Language Service Provider, at the Client's expense.
- 7.6 The Language Service Provider and the Interpreter shall maintain strict confidentiality for any information disclosed in the course of an Assignment and shall not share sensitive information with any Third Party without the Client's explicit consent.

8. CANCELLATION AND FRUSTRATION

- 8.1 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 8.5, pay the Language Service Provider the full fee unless otherwise agreed in advance.
- 8.2 If an Interpreting Task is reduced in scope or cancelled by the Client within forty-eight (48) hours of the scheduled start time, a cancellation fee amounting to the full agreed fee shall be payable. If an Interpreting Task is reduced in scope or cancelled by the Client within seventy-two (72) hours of the scheduled start time, a cancellation fee amounting to 50% of the agreed fee shall be payable. Reduction in scope or cancellations made earlier may incur a reduced fee, subject to prior agreement.
- 8.3 Any work completed up to the point of cancellation shall be made available to the Client.
- 8.4 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 Language Service Provider shall have the right to terminate a contract.
- 8.5 Neither the Language Service Provider 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.

8.6 The Language Service Provider shall notify the Client as soon as is reasonably practical of any circumstances likely to prejudice the Language Service Provider's ability to comply with the terms of the Client's order, and shall assist the Client as far as reasonably practical to identify an alternative solution.

9. COMPLAINTS AND DISPUTES

- 9.1 Failure by the Language Service Provider to meet agreed order requirements or to provide a Task that is fit for its stated purpose shall entitle the Client to:
- reduce, with the Language Service Provider's consent, the fee payable for work done by a sum equal to the reasonable cost necessary to remedy the deficiencies; and/or
 - cancel any further instalments of work being undertaken by the Language Service Provider. Such entitlement shall only apply after the Language Service Provider has been given one opportunity to bring the work up to the required standard.
- 9.2 The entitlement referred to in clause 9.1 shall not apply unless the Language Service Provider has been notified in writing of all alleged defects.
- 9.3 Any complaint in connection with a Task shall be notified to the Language Service Provider by the Client (or vice versa) within one month of the date of delivery of the Task. 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.
- 9.4 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.

10. RESPONSIBILITY AND LIABILITY

- 10.1 The Task shall be carried out by the Language Service Provider 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.
- 10.2 Time and expense permitting, the Language Service Provider shall use their reasonable commercial endeavours to perform the work to the best of their ability, knowledge, and belief, consulting such authorities as are reasonably available to the Language Service Provider at the time.
- 10.3 Subject to clause 10.4, a Translation shall be fit for its stated purpose and target readership, and the level of quality specified.
- 10.4 Unless specified otherwise, Translations shall be deemed to be of 'for information' quality only.
- 10.5 An Interpreter acting on the behalf of the Language Service Provider shall complete an Interpreting Task with reasonable skill and care, adhering to professional standards. However, the Language Service Provider shall not be liable for any misunderstandings or miscommunications arising from factors beyond their control, such as technical issues during remote interpreting sessions or inadequate briefing materials provided by the Client.
- 10.6 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.
- 10.7 Subject to clause 10.6, the liability of the Language Service Provider under or in respect of this Agreement, whether in tort, contract, or otherwise, shall be limited to the cost of the Task being undertaken when the liability arises.
- 10.8 Neither Party shall be liable to the other in respect of any consequential or indirect loss whatsoever.

11. NON-SOLICITATION AND PROTECTION OF BUSINESS RELATIONSHIPS

- 11.1 The Client agrees that, in the event of direct contact with any person engaged by the Language Service Provider to complete the Task — whether employed by, contracted by, or subcontracted to the Language Service Provider, including freelance translators, interpreters, or other service providers (referred to hereafter as “Third Parties”) — the Client shall not, for a period of twelve (12) months following the completion of the Assignment:
- approach such Third Parties for the purpose of soliciting work directly from them; or
 - engage such Third Parties, directly or indirectly, for any work similar to that which the Language Service Provider provides, without prior written consent from the Language Service Provider.
- 11.2 This restriction applies whether contact with such Third Parties occurs in the course of the Assignment or as a result of any introduction or communication facilitated by the Language Service Provider.
- 11.3 Exceptions to this restriction shall apply in the following cases:
- The Third Party has had previous dealings with the Client prior to any involvement in the Task;
 - The Client’s engagement with the Third Party is based on information in the public domain and independent of any introduction or Task facilitated by the Language Service Provider;
 - The approach to the Third Party arises from the Client’s own broad-based advertising or open-market supplier search;
 - The Client’s engagement of the Third Party occurs independently of the Task or any relationship created with the Language Service Provider.
- 11.4 Any engagement of subcontractors or employees of the Language Service Provider by the Client without prior written consent from the Language Service Provider, except under the conditions specified in clause 11.3, shall be considered a breach of this Agreement. Such a breach may result in termination of all current and future Tasks, and the Language Service Provider reserves the right to seek damages.

12. APPLICABILITY AND INTEGRITY

- 12.1 This Agreement shall take effect upon the earliest of the following: (1) the Client’s signing of the Agreement; (2) the Client’s acceptance of a quotation, thereby commissioning the Task; or (3) commencement of the Assignment by the Language Service Provider.
- 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 specific requirements or variants expressly specified in the project specification relating to a particular Task.
- 12.4 No waiver of any breach of any condition in this Agreement shall be considered a waiver of any subsequent breach of the same or any other provision.
- 12.5 These terms apply to all Tasks undertaken by the Language Service Provider. Any variations to these terms must be agreed upon in writing between the Parties.