

**Erika Elisabeth Forni García DipTrans IoL MCIL**  
Translator English/German Übersetzerin Englisch/Deutsch

## **Terms of Business for Translation Services**

These Terms of Business are issued by **Erika Winpenny (nee Forni García)** and are the basis on which she executes translation and related work.

### **1. Scope**

These Terms of Business (TOB) define the contractual terms for translation or similar services concluded between Erika Winpenny (nee Forni García, hereafter referred to as “the Translator”) and the person or corporate body that places a commission (hereafter referred to as “the Client”), inasmuch as reference is made to these Terms of Business on conclusion of the contract and subject to any specific agreements between the parties.

### **2. Extent of services**

The Translator undertakes to translate the source text or edit or proofread the target text against the source text or proofread the target text with due care and to return it within the agreed time frame.

If no specific instructions are given by the Client as to the format in which the translation must be established (electronic format or on paper, lay-out or font), the Translator shall refer to the source text.

### **3. Participation of the Client**

The Client is required to supply the Translator with all the information available or of use for the translation, editing or proofreading work (e.g.: internal glossaries, parallel texts, illustrations, tables, etc.).

### **4. Fees**

The fees, or the basis of calculation agreed upon for the fees (fees paid by the line, words, characters, per hour or the set price), shall apply.

If the Client cancels the translation before the translation has been completed, the fees for any work already completed by the Translator are still due in their entirety.

With the exception of pre-payments or other agreed payment terms, fees are to be paid in accordance with the payment terms shown on the invoice, which are 30 days after invoice date. After expiration of this time limit, the Client shall be considered in arrears and the Translator shall have the right to require an interest of 5% on arrears and to charge EUR 20.00 or GBP 15.00 in costs for each reminder.

### **5. Subsequent modifications and additional work**

If the Client makes significant changes to the source text after transmitting it to the Translator, the latter will have the right to request an extension of the deadline in consequence. Furthermore, the Translator is entitled to request, over and above the agreed fee, an hourly rate of pay corresponding to the additional work performed.

In addition, work over and above the translation, editing or proofreading activity itself, such as inserting parts of a translation into a document, reformatting, etc., is invoiced by the hour at an appropriate hourly rate.

## **6. Client's rights regarding a guarantee for defects**

The Client has the right to require the elimination, free of charge, of any defects in the translation: by defects only serious errors of content are meant. The Client must assert any claim within 30 days following delivery of the translation, precisely identifying the defects, and granting the Translator a reasonable time frame in which to correct them.

Should the translation still contain errors following this revision, the Client has the right to request a further revision within 30 days following delivery or an appropriate reduction of the fees. No other rights are recognized regarding the guarantee for defects.

All rights linked to the guarantee for defects become null and void if claims for defects are not asserted within 30 days following delivery of the translation. If a claim for defects is notified within the prescribed time limit, the rights covered under the guarantee are subject to a limitation period of one year following the first delivery of the translation.

## **7. Limits of responsibility**

The indemnities for a contract broken by the Translator are limited to cases of intent or gross negligence, and the only value that can be disputed is the value of the service rendered. In addition, if the indemnities are based on defects in the translation, the stipulated time limits must be met.

## **8. Confidentiality / Data Protection**

The Translator undertakes to treat the documents supplied by the Client as confidential, particularly the source text.

Unless specifically informed to the contrary, the Translator has the right to consider that the Client accepts the electronic treatment of the translation and its transmission in a non-encrypted form via the Internet. Therefore, the Client bears the inherent risks related to data protection, modification and the loss of data.

## **9. Copyright**

The Client accords the necessary rights to the Translator for the translation of the source text. The Client guarantees that he/she possesses the said rights and will be responsible for compensating the Translator should a third party undertake legal proceedings against them for infringements of these rights.

As regards the copyright stemming from the translation, the Translator accords the Client the right to use the translation for the purpose set out in the contract. Any other use requires the Translator's consent which will not be refused as long as it respects the moral rights of the author and is adequately remunerated.

When customary for a specific type of text, the Client must include the Translator's name if the translation is published.

The Client may make changes to the translation. However, if a large amount of wording is changed, he/she must inform the Translator who has the right to request that his/her name should not be mentioned.

The Translator has the right to use the source text and the target-language text as well as the documentation supplied by the Client as tools to establish glossaries, word-lists or text segments in an anonymous form to be included in translation memories and/or to pass them on to others.

## **10. Applicable Law and Place of Jurisdiction**

The contract between the Client and the Translator is subject to Swiss Law. The sole place of jurisdiction is that of the domicile, headquarters or place of business of the Translator (as per Article 5 of the Swiss Law on Places of Jurisdiction, Gerichtsstandsgesetz).

It is recommended that the Client and the Translator settle any dispute over the contract amicably. If a dispute cannot be resolved between the Client and the Translator, the matter shall be referred to the Chartered Institute of Linguists, of which the translator is a member, for arbitration (Chartered Institute of Linguists (CIOL) / IoL Educational Trust, Dunstan House - 4th floor, 14a St Cross Street, London, EC1N 8XA, United Kingdom).

Any dispute about the quality of the Translator's translations shall be submitted to the Chartered Institute of Linguists for independent assessment.

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