



Terms and Conditions

(based on the recommended Terms and Conditions of the I.T.I)

The following Terms and Conditions constitute a legally binding agreement between you ("the Client") and Frog Translations ("Frog Translations") regarding services provided or to be provided by Frog Translations.

Definitions

For the purpose of this **agreement**,

1. Frog Translations shall be understood as the trading name of Florence Stubbs, freelance translator, provider of translation services from English into French.

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 Frog Translations.

Client shall mean the party commissioning a translation in the normal course of business.

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

Copyright in Source Material, and Translation Rights

2. Frog Translations accepts an order from the Client on the understanding that performance of the translation task will not infringe any third party rights.

The Client undertakes to keep Frog Translations harmless from any claim for infringement of copyright and/or other intellectual property rights in all cases.

The Client likewise undertakes to keep Frog Translations harmless from any legal action including defamation which may arise as a result of the content of the original source material or its translation.

Fees: (binding) Quotations and (non-binding) Estimates

3. In the absence of any specific agreement, the fee to be charged shall be determined by Frog Translations on the basis of 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 Frog Translations until all the source material has been seen by Frog Translations and firm instructions from the Client have been received by Frog Translations.

Any fee quoted, estimated or agreed by Frog Translations on the basis of the Client's description of the task may be subject to amendment by agreement between the parties if, in the opinion of Frog Translations on having seen 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 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.

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

4. Subject to the second paragraph of clause 3 above, a binding quotation once given after Frog Translations has seen all the source material shall remain valid for a period of thirty days from the date on which it was given, after which time it may be subject to revision.

5. Costs of delivery of the translation shall normally be borne by Frog Translations.

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. If the additional cost is incurred as a result of action or inaction by Frog Translations, it shall not be borne by the Client, unless otherwise agreed.

6. Other supplementary charges, 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, and/or
- terminological research, 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.

7. If any changes are made in the text or the Client's requirements at any time while the task is in progress, the fees charged by Frog Translations, any applicable supplementary charges and the terms of delivery shall be adjusted in respect of the additional work.

Delivery

8. Any delivery date or dates agreed between Frog Translations and the Client shall become binding only after Frog Translations has seen all of the source material to be translated and has received complete instructions from the Client.

The date of delivery shall not be of the essence unless specifically agreed in writing.

Unless otherwise agreed, Frog Translations shall dispatch the translation in such a way that the Client can reasonably expect to receive it not later than the normal close of business at the Client's premises on the date of delivery.

Payment

9. Unless otherwise agreed, payment in full to Frog Translations shall be effected not later than 30 days from the date of invoice by the method of payment specified.

For long assignments or texts, Frog Translations may request an initial payment and periodic partial payments on terms to be agreed.

10. 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 9.

Interest shall automatically be applied at the rate of 8% per annum over base rate (or such rate as is determined by statute, the latter prevailing) to all overdue sums from the date on which they first become due until they are paid in full.

Where delivery is in instalments and notice has been given that an interim payment is overdue, Frog Translations 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 without prejudice to any sums due and without any liability whatsoever to the Client or any third party.

Confidentiality and Safe-keeping of the Client's Documents

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

However Frog Translations 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 or translations thereof without the express authorisation of the Client.

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

12. Frog Translations shall be responsible for the safe-keeping of the Client's documents and copies of the translations, and shall ensure their secure disposal.

13. If requested to do so by the Client, Frog Translations shall insure documents in transit from Frog Translations, at the Client's expense.

Cancellation and Frustration

14. 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 16, pay Frog Translations the full contract sum unless otherwise agreed in advance.

The work completed shall be made available to the Client.

15. 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, Frog Translations shall have the right to terminate a contract.

16. Neither Frog Translations 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.

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

Complaints and Disputes

17. Failure by Frog Translations 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 consent of Frog Translations, 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 Frog Translations.

Such entitlement shall only apply after Frog Translations has been given one opportunity to bring the work up to the required standard.

This entitlement shall not apply unless Frog Translations has been notified in writing of all alleged defects.

18. Any complaint in connection with a translation task shall be notified to Frog Translations by the Client (or vice-versa) within one month of the date of delivery of the translation.

If the parties are unable to agree, the matter may be referred by the more diligent party to the Arbitration Committee of the Institute of Translation and Interpreting.

Such referral shall be made no later than two months from the date on which the original complaint was made.

19. 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 jurisdiction of the Courts of England and Wales.

In any event these terms shall be construed in accordance with English law.

Responsibility and Liability

20. The translation task shall be carried out by Frog Translations 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 which Frog Translations has agreed to.

Time and expense permitting, Frog Translations shall use her best endeavours to do the work to the best of her ability, knowledge and belief, and consulting such authorities as are reasonably available to her at the time.

A translation shall be fit for its stated purpose and target readership, and the level of quality specified.

Unless specified otherwise, translations shall be deemed to be required to be of "for information" quality.

The liability of Frog Translations on any grounds whatsoever shall be limited to the invoiced value of the work, except where in connection with any consequences which are reasonably foreseeable:

- 1) the potential for such liability shall be expressly notified to Frog Translations in writing, and
- 2) such liability is restricted to an agreed limit of cover under the professional indemnity insurance Frog Translations has subscribed to.

Unfair Competition

21. Where in the course of business Frog Translations' Client is an intermediary and introduces Frog Translations to a third-party work-provider, Frog Translations shall not knowingly, for a period of 6 months from return of the last translation task arising from the introduction, approach the said third party for the purpose of soliciting work, nor work for the third party in any capacity involving translation, without the Client's written consent.

However, this shall not apply where:

- the third-party work-provider has had previous dealings with Frog Translations, or
- Frog Translations acts on the basis of information in the public domain, or
- the approach from the third party is independent of the relationship with the intermediary, or
- the approach to the third party arises as the result of broad-band advertising, or
- the third party is seeking suppliers on the open market, or
- the intermediary only makes isolated use of Frog Translations' services.

Applicability and Integrity

22. These Terms and Conditions shall be construed jointly with the Code of Professional Conduct of the Institute of Translation and Interpreting in order to be complete and effective.

They shall also be subject to any detailed requirements or variants expressly specified in the order relating to a particular translation task.

No waiver of any breach of any condition in this document shall be considered as a waiver of any subsequent breach of the same or any other provision.