

# Barrett Translations Limited European language specialists

*“Putting quality back on the map.”*

## **General Terms of Business**

In this document: No part of any numbered clause shall be read separately from any other part.

A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time

### **1. Copyright in Source Material; Translation Rights**

- a) Barrett Translations Limited accepts an order from the Client on the understanding that performance of the translation task will not infringe any third party rights.
- b) The Client undertakes to keep Barrett Translations Limited harmless from any claim for infringement of copyright and/or other intellectual property rights in all cases.
- c) The Client likewise undertakes to keep Barrett Translations Limited harmless from any legal action including defamation which may arise as a result of the content of the original source material or its translation.

### **2. Fees**

- a) In the absence of any specific agreement, the fee to be charged shall be determined by Barrett Translations Limited on the basis of the Client's description of the source material, the purpose of the translation and any instructions given by the Client.
- b) No fixed quotation shall be given by Barrett Translations Limited until he/she has seen or heard all the source material and has received firm instructions from the Client.
- c) Any fee quoted, estimated or agreed by Barrett Translations Limited on the basis of the Client's description of the task may be subject to amendment by agreement between the parties if, in Barrett Translations Limited's opinion on having seen the source material, that description is materially inadequate or inaccurate.
- d) 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.
- e) An estimate shall not be considered contractually binding, but given for guidance or information only.

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- f) Subject to the third paragraph of clause 2 above, a binding quotation once given after Barrett Translations Limited 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.
- g) Costs of delivery of the translation shall normally be borne by Barrett Translations Limited. 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 Barrett Translations Limited, it shall not be borne by the Client, unless otherwise agreed.
- h) 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 certification, 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.
- i) If any changes are made in the text or the Client's requirements at any time while the task is in progress, Barrett Translations Limited's fee, any applicable supplementary charges and the terms of delivery shall be adjusted in respect of the additional work.

### 3. Delivery

- a) Any delivery date or dates agreed between Barrett Translations Limited and the Client shall become binding only after Barrett Translations Limited has seen all of the source material to be translated and has received complete instructions from the Client.
- b) In the event of illness or other reasons beyond the control of Barrett Translations Limited which have an impact on the ability to deliver by the agreed date, Barrett Translations Limited reserves the right to deliver the files at a later date without harm. In such an event, Barrett Translations undertakes to notify the client thereof at once.
- c) The date of delivery shall not be of the essence unless specifically agreed in writing.
- d) Unless otherwise agreed, Barrett Translations Limited 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.

### 4. Payment

- a) Payment in full to Barrett Translations Limited shall be effected not later than 30 days from the date of invoice by the method of payment specified.
- b) For long assignments or texts, Barrett Translations Limited may request an initial payment and periodic partial payments on terms to be agreed.

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- c) 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 a).
- d) Where delivery is in instalments and notice has been given that an interim payment is overdue, Barrett Translations Limited 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.
- e) Barrett Translations accepts payment by cheque (Pound Sterling) or by bank transfer (Pound Sterling or Euro). Barrett Translations Limited charges interest on overdue accounts in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and subsequent amending legislation, including European Directive 2000/35/EC.

### 5. Copyright in Translations

- a) Unless expressly stated in writing, Barrett Translations waives copyright in respect of its translations.
- b) If a translation is in any way amended or altered without the written permission of Barrett Translations Limited, he/she shall not be in any way liable for amendments made or their consequences.
- c) If Barrett Translations Limited 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 Barrett Translations Limited's written permission.

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

- a) No documents for translation shall be deemed to be confidential unless this is expressly stated by the Client. However Barrett Translations Limited shall at all times handle all documentation in strict confidence and undertakes to distribute files only to hired language experts involved with the assignment in question, and not distribute such or make available to other third parties.
- b) Barrett Translations Limited shall be responsible for the safe-keeping of the Client's documents and copies of the translations, and shall ensure their secure disposal.
- c) If requested to do so by the Client, Barrett Translations Limited shall insure documents in transit from Barrett Translations Limited, at the Client's expense.

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### 7. Cancellation and Frustration

- a) 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 c) in this section pay Barrett Translations Limited the full contract sum unless otherwise agreed in advance. The work completed shall be made available to the Client.
- b) 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 Barrett Translations Limited shall have the right to terminate a contract.
- c) Neither Barrett Translations Limited 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.
- d) Barrett Translations Limited 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, and assist the Client as far as reasonably practical to identify an alternative solution.

### 8. Complaints and Disputes

- a) Failure by Barrett Translations Limited 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 Barrett Translations Limited'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 Barrett Translations Limited.
- b) Such entitlement shall only apply after Barrett Translations Limited has been given one opportunity to bring the work up to the required standard. This entitlement shall not apply unless Barrett Translations Limited has been notified in writing of all alleged defects.
- c) Any complaint in connection with a translation task shall be notified to Barrett Translations Limited by the Client (or vice-versa) within one month of the date of delivery of the translation.
- d) 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.
- e) 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.
- f) In any event these terms shall be construed in accordance with English law.

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## 9. Responsibility and Liability

- a) The translation task shall be carried out by Barrett Translations Limited 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.
- b) Time and expense permitting, Barrett Translations Limited shall use its best endeavours to do the work to the best of its ability, knowledge and belief, and consulting such authorities as are reasonably available to it at the time.
- c) Unless specified otherwise, translations shall be deemed to be required to be of "for information" quality.
- d) The liability of Barrett Translations Limited 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 is expressly notified to Barrett Translations Limited in writing, and
  - 2) such liability is restricted to an agreed limit of cover under the professional indemnity insurance available to translators.

## 10. Applicability and Integrity

These Terms 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.

1<sup>st</sup> March 2015

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