

TERMS & CONDITIONS - IKIGAI TRANSLATIONS

1. Definitions

In this T&C, unless the context otherwise requires, the following expressions shall be given the following meanings:

Client means the Party commissioning a Translation in the normal course of business.

Confidential Material means any sensitive or private information with regard to the Client or their business.

Source Material means any text or other medium provided by the Client to the Translator and which contains a communication which has to be translated, and may comprise text, sound and/or images.

Translator means the Party providing a Translation in the normal course of business. The Translator shall normally be the creator of a Translation unless the Client has been explicitly informed that the Translation Task will be subcontracted, or the Translator customarily trades as an intermediary.

Translation Task means the preparation of a Translation or any other translation-related task such as revising, editing, transcription, subtitling, etc., which calls upon the translation skills of a Translator, included copywriting or adaptation if needed.

Translation means the commissioned work produced by the Translator.

Third Party means any party who is not a party to this T&C.

2. Fees and Quotations

In the absence of any specific agreement, the fee to be charged shall be determined by the Translator 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 the Translator until she has seen or heard all the Source Material and has received clear and complete instructions in writing from the Client. An estimate shall not be considered contractually binding, but given for guidance or information only.

Where VAT is chargeable it will be charged in addition to the quoted fee.

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.

A binding quotation once given after the Translator has seen or heard all the Source Material 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.

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 or poorly audible sound media, 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.

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 shall be adjusted in respect of the additional work.

3. Delivery

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.

Unless otherwise agreed, the translator 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

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.

For particular cases or texts, the translator may request a payment upfront or an initial payment and periodic partial payments on terms to be agreed.

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 above.

Any payment that is not made before the due date shall bear interest at the rate of three per cent (3%) over base rate to all overdue sums from the date when such payment fell due until the date of payment.

5. Copyright in Source Material and Translation Rights

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 warrants to the translator that: the client has 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.

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 that the source material contains anything objectionable, libellous, blasphemous or obscene or which constitutes an infringement of copyright or of any other rights of any third party.

6. Copyright in translations

In the absence of a specific written agreement to the contrary, copyright in the translation remains the property of the translator. The translator may use any non-confidential translation or any part or record thereof not covered by copyright, legal professional privilege or public interest immunity.

Where copyright is assigned or licensed, this shall be effective only on payment of the agreed fee in full.

When the translator assigns the copyright to the translation and the translation is subsequently printed for distribution, the client shall acknowledge the translator's work on the finished document, as appropriate to the particular case.

If a translation is in any way amended or altered without the written permission of the translator, she shall not be in any way liable for amendments made or their consequences.

7. Confidentiality and safe-keeping of the client's documents

No documents for translation shall be deemed to be confidential unless this is expressly stated by the client. However, the translator 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 translation thereof without the express authorisation of the client. Nevertheless, the parties agree that a third party may be consulted over specific translation terminology queries in relation to the source material.

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.

8. Cancellation and frustration

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 for all the work already completed, unless otherwise agreed in advance. The work completed shall be made available to the client.

If a client goes into liquidation or has a receiver appointed or becomes insolvent, bankrupt or enters into any arrangement with creditors, the translator shall have the right to terminate a contract.

Neither the translator 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.

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, and assist the client as far as reasonably practical to identify an alternative solution.

9. Complaints and disputes

Failure by the translator to meet agreed order requirements or to provide a translation which is fit for its stated purpose shall entitle the client to cancel any further instalments of work being undertaken by the translator. Such entitlement shall only apply after the translator has been given one opportunity to bring the work up to the required standard. The entitlement above shall not apply unless the translator has been notified in writing of all alleged defects.

Any complaint in connection with a translation task shall be notified to the translator by the client within one month of the date of delivery of the translation.

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 Federal Court of Canada. In any event this agreement shall be construed in accordance with the Canadian law.

10. Responsibility and liability

The translation task shall be carried out by the translator using reasonable skill and care and in accordance with the provisions and spirit of the Code of Professional Conduct of the International Association Professional Translators and Interpreters (IAPTI). Time and expense permitting, the translator shall use her reasonable commercial endeavours to do the work to the best of her ability, knowledge and belief. 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 of "for information" quality only.

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.

12. Applicability

This agreement shall come into effect when the translator provides any services under the agreement.