

## GENERAL TERMS OF BUSINESS

### 1. Definitions and Interpretation

#### 1.1 Definitions

In this Agreement, unless the context otherwise requires, the following expressions shall be given the following meanings:

‘Agreement’ means these standard terms of business.

‘Assignment’ means the period during which Ignite performs services or carries out work for or on behalf of the Client or as otherwise agreed between the Client and Ignite, commencing at the time Ignite first starts such work and services and ending upon the cessation by Ignite of all such work and services.

‘Client’ means the Party commissioning a Translation or piece of Writing in the normal course of business.

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

‘Ignite’ means freelance translator and copywriter Grace Hughes, trading as Ignite Translations and located at 1 Redwood Drive, Camberley, Surrey, GU15 1QJ, United Kingdom, providing a Translation or piece of Writing in the normal course of business. Ignite shall normally be the creator of a Translation or piece of Writing unless the Client has been explicitly informed that the Translation Task or Writing Task will be subcontracted.

‘Source Material’ means any text or other medium provided by the Client to Ignite and which contains a communication which has to be translated, edited or adapted or used as the basis for new written copy or content, and may comprise text, sound and/or images.

‘Translation Task’ means the preparation of a translation or any other translation-related task such as researching, revising, editing, etc., which calls upon the translation skills of a Translator.

‘Translation’ means the commissioned translation work produced by Ignite.

‘Third Party’ means any party who is not a party to this Agreement.

‘Writing’ means the commissioned piece of copy or content produced by Ignite.

‘Writing Task’ means the preparation of a piece of copy or content or any other writing-related task such as researching, revising, editing, etc., which calls upon the writing skills of Ignite.

#### 1.2 Interpretation

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 of reading only and shall be ignored for the purposes of 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’ means the parties to this Agreement. Such Parties may be natural or legal persons, including, for example, 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, and Translation Rights

2.1 Ignite accepts a Translation Task or Writing Task from the Client on the understanding that performance of the Translation Task or Writing Task will not infringe any Third Party rights. Accordingly the Client warrants to Ignite that:

1) the Client has full right and authority to enter into this Agreement, having acquired the right and licence to translate, edit, adapt and publish the Source Material; and

2) the Source Material does not infringe the copyright or any other right of any person.

2.2 The Client shall indemnify Ignite against any loss, injury or damage (including legal costs and expenses and compensation paid by Ignite to compromise or settle any claim) which Ignite 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 of any other rights of any Third Party.

2.3 Where the Source Material is a copy draft written by the Client or written by a Third Party on behalf of the Client, the Client warrants to Ignite that the Client holds the copyright for the Source Material or is authorised by the copyright holder to permit all or part of the Source Material to form part of the new piece of Writing produced by Ignite. In such a case, the Client shall indemnify Ignite against any claim arising from subsequent suggestion that the new Writing in any way breaches any existing copyright.

2.4 Where the Client asks Ignite to view an existing copy draft as part of the briefing, the Client acknowledges that the draft which Ignite will write may bear similarities in all or part to this draft, but that in such a case the draft Ignite will write for the Client will be considered as an original work under the terms of this contract, without regard for the existence of the original draft.

2.5 If the Client provides Ignite with research or sample copy taken from a Third Party's printed collateral or site as an indication of what the Client wants, Ignite will make every effort to ensure that the draft Translation

or Writing produced in no way breaches the copyright of the content owner. However, the Client undertakes to indemnify Ignite against any action arising, directly or indirectly, as a result of use of this content as reference material.

## 3. Fees: (binding) Quotations and (non-binding) Estimates

3.1 In the absence of any specific agreement, the fee to be charged shall be determined by Ignite on the basis of the Client's description of the Source Material, the purpose of the Translation or Writing and any instructions given by the Client.

3.2 No fixed quotation shall be given by Ignite until she has seen or heard all the Source Material and has received clear and complete instructions in writing from the Client.

3.3 Where VAT is chargeable it will be charged in addition to the quoted fee at a rate of 20%.

3.4 Any fee quoted, estimated or agreed by Ignite on the basis of the Client's description of the Translation Task or Writing Task may be subject to amendment by agreement between the Parties if, in Ignite's opinion on having seen or heard the Source Material, that description is materially inadequate or inaccurate.

3.5 Any fee agreed for a Translation or piece of Writing 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.

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

3.7 Subject to clause 3.2 above, a binding quotation once given after Ignite 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.

3.8 Costs of delivery of the Translation or Writing shall normally be borne by Ignite. Where delivery requested by the Client involves expenditure greater than the cost normally incurred for delivery (for example, courier and/or recorded or special delivery), the additional cost shall be chargeable to the Client. If the additional cost is incurred as a result of action or inaction by Ignite, it

shall not be borne by the Client, unless otherwise agreed.

3.9 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
- 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.

3.10 If any changes are made in the text or the Client's requirements at any time while the Translation Task or Writing Task is in progress, Ignite's fee, any applicable supplementary charges and the terms of delivery shall be adjusted in respect of the additional work.

#### 4. Delivery

4.1 Any delivery date or dates agreed between Ignite and the Client shall become binding only after Ignite has seen or heard all of the Source Material to be translated 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, Ignite 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.

#### 5. Payment

5.1 Payment in full to Ignite shall be effected no later than thirty (30) days from the date of invoice by the method of payment specified.

5.2 Ignite may request upfront payment or, for long Assignments or texts, Ignite may request an initial payment and periodic partial payments on terms to be

agreed.

5.3 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.

5.4 Where upfront payment is agreed, Ignite shall not commence work on the Translation Task or Writing Task until payment is received.

5.5 Where delivery is in instalments and notice has been given that an interim payment is overdue, Ignite shall have the right to stop working on the Translation Task or Writing Task at hand until the outstanding payment is made or other terms agreed.

5.6 Any payment that is not made before the due date shall bear interest at the rate of three per cent (3%) above the base rate of Barclays Bank from time to time calculated on a daily basis from the date when such payment fell due until the date of payment.

5.7 This action shall be without prejudice to any sums due and without any liability whatsoever to the Client or any Third Party.

#### 6. Copyright in Translations and Writing

6.1 Unless agreed otherwise, when the Client commissions Ignite to perform a Translation or Writing Task, the Client is purchasing the copyright in the Translation or Writing produced.

6.2 Copyright for the Translation or Writing produced by Ignite shall be automatically assigned to the Client on full and final payment as agreed at the time the Translation or Writing is commissioned.

6.3 Ignite shall retain the copyright until full and final payment is received for the commissioned Translation or Writing.

6.4 Unless agreed otherwise, Ignite reserves the right to use reasonable extracts of the Translation or Writing in the promotion of Ignite Translations; this may include linking to the completed Translation or Writing on the Client's website as part of Ignite's online portfolio.

6.5 If a Translation or piece of Writing is in any way amended or altered without the written permission of Ignite, she shall not be in any way liable for amendments made or their consequences.

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IGNITE TRANSLATIONS IS THE TRADING NAME AND INTELLECTUAL PROPERTY OF GRACE HUGHES

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6.6 Ignite reserves the right to negotiate alternative agreements governing copyright in individual cases.

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

7.1 No Source Material provided by the Client, Translations thereof or original Writing produced by Ignite shall be deemed to be confidential unless this is expressly stated by the Client.

7.2 However, Ignite 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, Translations thereof or original Writing without the express authorisation of the Client.

7.3 Notwithstanding clause 7.2, the Parties agree that a Third Party may be consulted over specific translation terminology queries in relation to the Source Material.

7.4 Ignite shall be responsible for the safe-keeping of the Client's Source Material and copies of the Translations and Writing, and shall, where necessary, ensure their secure disposal.

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

## 8. Cancellation and Frustration

8.1 If a Translation Task or Writing 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 8.4 pay Ignite the full fee unless otherwise agreed in advance.

8.2 The work completed shall be made available to the Client.

8.3 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, Ignite shall have the right to terminate a contract.

8.4 Neither Ignite 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.

8.5 Ignite shall notify the Client as soon as is reasonably practical of any circumstances likely to prejudice Ignite'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

9.1 Failure by Ignite to meet agreed order requirements or to provide a Translation or Writing which is fit for its stated purpose shall entitle the Client to:

- 1) reduce, with Ignite'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 Ignite. Such entitlement shall only apply after Ignite 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 Ignite has been notified in writing of all alleged defects.

9.3 Any complaint in connection with a Translation Task or Writing Task shall be notified to Ignite by the Client (or vice-versa) within one month of the date of delivery of the Translation. 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 Translation Task or Writing Task shall be carried out by Ignite 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.

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10.2 Time and expense permitting, Ignite shall use his or her reasonable commercial endeavours to do the work to the best of his or her ability, knowledge and belief, and consulting such authorities as are reasonably available to her at the time.

10.3 Subject to clause 10.4, a Translation or piece of Writing 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 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.

10.6 Subject to clause 10.5, the liability of Ignite under or in respect of this Agreement, whether in tort, contract or otherwise, shall be limited to the cost of the Translation Task or Writing Task being undertaken when the liability arises.

10.7 Neither Party shall be liable to the other in respect of any consequential or indirect loss whatsoever.

## 11. Unfair Competition

11.1 Subject to clause 11.2, where in the course of business Ignite's Client is an intermediary and introduces Ignite to a Third Party work-provider, Ignite shall not knowingly, for a period of 6 months from return of the last Translation Task or Writing 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 or copywriting, without the Client's written consent.

11.2 The restrictions in clause 11.1 shall not apply where:

- the Third Party work-provider has had previous dealings with Ignite, or
- Ignite 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 Ignite's services.

## 12. Applicability and Integrity

12.1 This Agreement shall be deemed to have been accepted by the Client either (1) when the Client places an order in writing (including by email); or (2) when the Client commences delivery of the Source Material; or (3) when Ignite provides any services under the Agreement, whichever is the earlier.

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 any detailed requirements or variants expressly specified in the order relating to a particular Translation Task or Writing Task.

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

Camberley, 16th March 2018

