



João Roque Dias, CT
Technical Translator, ATA Certified (EN-PT)

Rua de Ponta Delgada, 56 – 1 Esq.
1000-243 Lisboa – Portugal

Phone: +351 939 62 19 76
Fax: +351 213 15 11 30

jrdias@mail.telepac.pt
www.jrdias.com

Terms of Business

Applicable to clients residing in EU Countries and EU Acceding and Candidate Countries

1. Applicable law

These Terms of Business shall be interpreted in accordance with the laws of Portugal, to which both my Client and I agree to submit in the event of any dispute.

2. Definitions

In these Terms of Business:

- a) the Client is the person or corporate body that places a commission;
- b) the Translator (I/me/my) is the practitioner who accepts the commission;
- c) the commission is the assignment or work placed with the Translator by the Client and may comprise translation, abstracting, revising/editing translations or any other similar or associated work;
- d) the source language is the language in which the text to be translated or abstracted is written;
- e) the target language will be solely European Portuguese and is the language into which the text of the commission is to be translated or the abstract is to be written; any text to be revised or edited will also be in the target language;
- f) for the purpose of translation and related work, requirements shall include the required layout, software, deadlines, target language, the purpose of the translation or related work (e.g., whether for publication, information only, etc), method of delivery, any special terminology to be used, whether proof-reading/checking will be done by the Client, etc.

3. Purpose

These Terms of Business are intended:

- a) as a basis for executing commissions and will be made available to my Client(s) on request;
- b) to form the basis of a good working relationship between Clients and myself as Translator.

4. Acceptance

Having regard to my other commitments, I shall not be obliged to accept a commission if the Client asking for a quotation fails to place the order in writing within the timeframe stipulated by my quotation/offer.

5. Delivery date(s)

Delivery date(s) shall be binding only when I have had full sight of the material to be translated. They may be subject to alteration if any amendment is made to the requirements after the commission has been placed and accepted by me. The Client undertakes to deliver the commission promptly to me. I shall not be held responsible for any loss, damage or late delivery of finished work due to disruption of the postal or telecommunication services or to *force majeure* (see Clause 16 below).

6. Fees

- 6.1 Fees/rates shall be agreed before work is commenced and any estimate based on the Client's description of the work shall not be binding until I have submitted a quotation based on full sight of the commission or until I have accepted them in writing;
- 6.2 Fees/rates may be varied after work has commenced if it emerges that not all the relevant information has been provided and/or if there are any changes to the requirements;
- 6.3 The basis on which fees are calculated shall be agreed before work commences, as shall the charges to be made for any additional requirements (e.g., special delivery, courier charges);
- 6.4 All work must be paid for. Since I am a certified member of the American Translators Association, I reserve the right to refuse free "test" translations.
- 6.5 All fees/rates are exclusive of Value Added Tax (VAT/IVA) or sales tax. VAT at the current value will be added to my invoice, when applicable.

7. Invoicing Procedure

Invoice in secure PDF format shall be sent by e-mail to Client/Project Manager/Accounts Payable together with job files or shortly thereafter.

8. Payment

- 8.1 Payment for services rendered under contract shall be due 30 calendar days after the invoice date (or within such other term as agreed upon by both parties in writing before work commences).
- 8.2 Payment shall be net and in full - without any discount, set-off or deferral - in the currency invoiced.
- 8.3 Preferable mean of payment shall be by bank transfer, to the account referred in my Payment Instructions. Corporate or cashier/certified checks in euros, US dollars and other major currencies are also accepted.
- 8.4 Interest for late payment and any necessary recovery costs will be assessed as provided for in *"Directive 2000/35/EC of the European Parliament and of the Council of 29 June 2000 on Combating Late Payment in Commercial Transactions"*.
- 8.5 In the case of long commissions, I may require payment in instalments.

9. Cancellation

If work is commissioned and subsequently cancelled, the Client shall pay either a sum equal to the proportion of the complete fee which the work completed bears to the original text and a further sum charged on a time basis for preliminary research and enquiries or shall pay some other compensatory sum to be agreed between the parties. The work completed shall be available to the Client.

10. Intended use of translation

The intended use of the translation shall always be agreed and stated. The Client shall not use the translation for any other purpose without my agreement.

11. Nature of translation

- 11.1 Client agrees that a translation is of such complexity that it might have inherent differences, and further accepts that a perfect translation of a word or sentence might be impossible. I shall translate specialized terms by their usual and conventional meanings or using appropriate dictionaries and/or glossaries in my possession or supplied by the Client, and otherwise make decisions based on my standard translation procedures. Technical considerations may dictate variations between original and translated documents. I shall use my best professional judgment in the selection of terminology in a given field.

- 11.2 A translation reflects the quality of the original written material. Where concepts are poorly expressed in the original material(s), where the wrong choice of language has been made, where typographical mistakes are present, or where the text is incomplete or factually incorrect, the same inadequacies will appear in the translation.

12. Original text copyright, translation rights and illegal matters

- 12.1 Where copyright exists in texts to be translated, the Client warrants that it has obtained all consents necessary for such translation to be made;
- 12.2 The Client shall hold the Translator harmless from any claim for infringement of copyright and/or translation rights and also from any legal action which may arise from the contents of the original;
- 12.3 I reserve the right of refusing the translation of any matter which, in my sole opinion, is or may be of an illegal or libelous nature;
- 12.4 I shall be indemnified by the Client in respect of any claims, proceedings, costs and expenses arising out of any libelous matter printed for the Client, or any infringement of copyright, patent or design or third party right.

13. Copyright in translation

- 13.1 When it is agreed that copyright is to be assigned to the Client after translation, such copyright shall only be assigned when full payment for the commission has been received. Until such time, the copyright shall be owned by the Translator;
- 13.2 Copyright may subsist in material in written or spoken form or recorded in electronic form (e.g., on floppy disc);
- 13.3 If I assign copyright and the translation is subsequently published, I expect the Client to acknowledge my work in the same way as for others involved in the publication, unless otherwise agreed (for example, in the case of promotional material);
- 13.4 If the translation is to be incorporated in a translation memory, I shall license use of the translation for this purpose;
- 13.5 If my translation is in any way amended or altered without my written permission, I shall not be in any way liable for the amendments made or their consequences.

14. Confidentiality

- 14.1 The Code of Professional Conduct and Business Practices (Clause I.C) of the American Translators Association requires me as the Translator to treat all work entrusted to me in complete confidentiality. In accordance with the requirements of that Code (Clause I.F), I will not make direct contact with my Client's clients (when such fact is known to me) without the express permission of my Client;
- 14.2 As the Translator, I shall not make copies in addition to those required in the normal conduct of business and copies shall be for personal/internal use only. Only such copies shall be retained as are required for professional indemnity insurance;
- 14.3 As required by the Code of Professional Conduct and Business Practices (Clause I.C), as the Translator, I shall ensure that the need for confidentiality is made known to any third parties (typists, checkers, proofreaders, etc.) I shall employ. When necessary, I shall consult with colleagues about problems of terminology and other linguistic matters, but I shall ensure in all cases that there is no disclosure of confidential material;
- 14.4 The Client shall not disclose to third parties any information relating to me or my business (e.g., fees, working methods, names and addresses/telephone numbers of individuals (e.g., typists/proofreaders executing work for me) without my permission.

15. Responsibility and Liability

As stipulated by the Code of Professional Conduct and Business Practices (Clause I.A) of the American Translators Association I shall endeavor to ensure that the translation is suitable for its agreed purpose and target readership. I shall exclusively be liable to the Client for the correction and making good of any shortcomings of my work. I shall under no circumstances be liable for any other forms of loss or damage, such as indirect loss, consequential loss, trading loss, loss caused by delay in performance or loss of profit.

16. Force Majeure

In the event of my being unable to meet its obligations due to circumstances beyond its control and risk, I shall be entitled to dissolve the contract without being liable to pay any compensation whatsoever. Such circumstances (*force majeure*) include, but are not limited to: fire, exceptionally bad weather conditions, accidents, illness, strikes, riots, war, terrorist attacks, transport restrictions and delays, government measures, disruption of the services of Internet providers, negligence on the part of suppliers or any other circumstances beyond my control. I shall endeavor to notify the Client of the impeding circumstances as soon as possible. The Client shall pay me for any work completed and I shall use my best endeavors to assist the Client in taking adequate remedial action.

17. Version discrepancies

In case of discrepancies between the version of my Business Terms published in my website and the PDF version available for download on the Downloads Library page of my website (i.e., this version), the version published in my website shall prevail.

18. Complaints

Any complaint by the Client about my work shall be submitted to me within 14 calendar days. If a dispute cannot be resolved between us, the matter shall be resolved by the “*Centro de Arbitragem de Conflitos de Consumo da Cidade de Lisboa*”, Rua dos Douradores, n.º 108 – 2.º 1100-207 Lisboa – Portugal.

João Roque Dias (jrdias.com)

Version: April, 2012

jrdias ^{COM}
technical translation