

# Supplier Terms and Conditions of Business

## 1. DEFINITIONS

**'WT'** means Web-Translations Limited, 15 Queen Square, Leeds, LS2 8AJ, United Kingdom.

**'Work'** means any translation, or any other service purchased by WT.

**'Client'** means any person, organisation, or company to whom WT shall supply Work.

**'Supplier'** means any person, organisation, or company from whom WT shall purchase Work.

## 2. APPLICATION

- 2.1. No conditions other than those set out herein shall be binding on WT except with WT's consent. These conditions shall be part of any offer, acceptance, and contract for Work by WT and subject to the foregoing. Any conditions proposed by the Supplier are hereby excluded.

## 3. ACCEPTANCE

- 3.1. Following notification by WT of an available job, the Supplier should send acknowledgement and acceptance, requesting confirmation. No contract shall arise until confirmation is given by WT in the form of a Purchase Order. Each job order and corresponding Purchase Order constitute a separate contract. WT is not liable for any work carried out without a Purchase Order.
- 3.2. Purchase Orders will be issued based on the rates WT holds for the Supplier in the WT database. If there are any changes to the Supplier's rates, these must be communicated to WT in advance of Purchase Order issuance. Increased rates or minimum charges will not be added to a Purchase Order in retrospect.
- 3.3. Purchase Orders may cover multiple job requests for one (1) Client.
- 3.4. The Supplier must not commit to Work without first reading the source text and accepting that it is within their capability to supply an accurate, high-quality translation for delivery before the specified deadline.
- 3.5. In the case of technical translations, the Supplier must request a glossary for any terminology not understood prior to commencing the project.
- 3.6. By carrying out work on receipt of a Purchase Order, the Supplier accepts these Terms and Conditions.
- 3.7. Suppliers are under no obligation to accept a job WT offers them, and as such are not considered to be an employee of WT.

#### **4. TERMS OF PAYMENT**

- 4.1. Payments are made on the 15th of the month. Invoices received by the 14th of the month will be paid by the 15th of the following month. For example, invoices sent on 15 January through 14 February will be paid on 15 March.
- 4.2. No Supplier will be expected to wait longer than 60 days after project completion / receipt of invoice to receive payment.
- 4.3. Payment will be made by PayPal or by direct bank transfer to UK accounts. Payments over the value of £100 can also be made via wise.com to accounts in the United States of America (in USD), Canada (in CAD) and certain European countries (in EUR), whereby the Supplier receives a bank transfer. WT will not cover any intermediary bank fees. International bank transfers to other countries will only be made for amounts over £100 and will require the Supplier to pay any bank charges.
- 4.4. Invoices must be received within one (1) year of the date the PO was issued. Supplier invoices received after the one (1) year period will not be paid.

#### **5. COMPLETION OF WORK**

- 5.1. WT must specify a deadline (completion date and time) when commissioning the Work.
- 5.2. The Supplier accepts no liability for the consequences of any delay in completion of Work caused by WT and in this event any agreed deadlines or delivery schedules will automatically cease to be valid and new dates must be negotiated.
- 5.3. If unforeseen circumstances affect delivery time, then the Supplier must communicate this to WT immediately. Any such communication must also include an updated estimated delivery time.
- 5.4. In the event of non-compliance with the delivery schedule, WT shall be entitled to terminate the contract.
- 5.5. Unless otherwise agreed, the translation shall be delivered by e-mail.
- 5.6. The Supplier will deliver the translation in the same format as the electronically provided source text, unless otherwise agreed with a Project Manager.
- 5.7. In the case of late, missing, or incomplete work, including delivery of a broken file, without rectification within a reasonable timeframe, as decided by the Project Manager, WT reserves the right to terminate the contract or implement a price reduction.

#### **6. COMMUNICATION**

- 6.1. All communication between WT and Suppliers must remain professional. WT will not tolerate bullying, harassment, or abuse. WT reserves the right to terminate the Supplier's contract in the event of unprofessional communication.
- 6.2. The Supplier must communicate any queries to WT as soon as they arise – not at the same time as the file delivery, as this will delay the project.

- 6.3. The Supplier agrees to collaborate with the Project Manager over ambiguities and questions arising from the translation.
- 6.4. The Supplier agrees to respond to emails within 4 hours (within normal office hours for the country in which they reside) or give forward notice of non-availability during an ongoing project.
- 6.5. The Supplier agrees to provide on request an update of the project progress.
- 6.6. The Supplier agrees not to contact the Client directly without the consent of WT.

## **7. CANCELLATION AND SUSPENSION**

- 7.1. If WT for any reason cancels commissioned Work, charges will be payable for all completed Work up to the cancellation date and for all other costs and expenses which may occur because of such cancellation.
- 7.2. If WT suspends or postpones commissioned Work, charges will be payable for all commissioned Work up to the date of suspension or postponement and for all other costs and expenses which may occur as a result of such suspension.
- 7.3. At the request of the Client, or the discretion of the Project Manager, a translator or proofreader may be removed from their position as 'designated translator' or 'designated proofreader' for a particular Client account.

## **8. NATURE OF TRANSLATION AND PROOFREADING**

- 8.1. A translation is the transfer of material written in one language into another (target) language by a translator rigorously applying known precepts of grammar and a knowledge of the vocabulary required for the purposes of any given translation derived from his or her own experience or from dictionaries, specialist or otherwise. Translation is, however, to be compared with Adaptation and Copywriting, in both of which to a lesser or greater extent the concepts contained in the original material are retained but the way these are expressed may be discarded completely in the target language with the aim of maximising persuasiveness. The Supplier undertakes to use his best endeavours to produce an accurate and idiomatic translation of material to be translated within the terms of the clause and subject to clause 8.2 below.
- 8.2. A translation should not read to the native reader as a translation. Appropriate reconstruction of the sentences may be necessary to achieve a translated text that reads naturally, even if the source text is poorly written. In the material to be translated where concepts are poorly expressed, where the wrong choice of language has been made, where typographical mistakes are present, where the text is incomplete or factually incorrect - in all or any of these instances the same inadequacies must not appear in the translation. The Supplier should consult with the Project Manager before making major decisions on behalf of the Client to make such modifications as might improve the text in translation or elucidate passages of the original text.
- 8.3. The written style of the source text should be replicated in the translation as far as is reasonably possible.

- 8.4. The Supplier must not post-edit machine translation.
- 8.5. The Supplier may use a CAT tool. All segments should be translated; fuzzy matches, 100% matches, content matches and repetitions should be reviewed unless otherwise specified by the Project Manager.
- 8.6. The Supplier must refer to the resources provided for a given text (TM, glossary, style guide, instructions, visual reference et cetera).
- 8.7. Repetitive words/phrases must be translated consistently throughout the text and be consistent with any previously translated resources provided to the Supplier.
- 8.8. WT arranges for most translations to be proofread by another linguistic professional. If the translation contains any critical mistakes (such as omissions, or major mistakes making the text difficult to read) it may fail the proofreading test.
- 8.9. Translations that fail the proofreading test will be subject to a price reduction and may not be paid for. A detailed analysis of mistakes contained in the translated document will be provided.
- 8.10. The primary focus for proofreading is error-checking. There may be additional project-specific expectations. The Supplier must ensure that the text does not appear an 'obvious' translation; it should read authentically in the target language. All segments must be checked and verified in full. If a CAT tool has been used, the Supplier must ensure that all tags are intact, and any hyperlinks/numbers/addresses have been rendered correctly. By completing the proofreading task, the Supplier confirms that the text has no:
  - 8.10.1. Mistranslations (where meaning is lost)
  - 8.10.2. Spelling mistakes and typos
  - 8.10.3. Incorrect verb conjugations
  - 8.10.4. Inconsistent use of tenses
  - 8.10.5. Inconsistent translations of repeated words/phrases
  - 8.10.6. Missing translations
  - 8.10.7. Spacing errors (missing/double space)
- 8.11. Proofreading that does not meet the guidelines in clause 8.10 will be subject to a price reduction and may not be paid for. A detailed analysis of mistakes contained in the proofread document will be provided.

## **9. COPYRIGHT**

- 9.1. Under the Copyright Act of 1956, copyright subsists in the translation of any text or any other material. Upon completion of the Work, the supplier agrees to surrender the copyright to WT.

## **10. LIABILITY**

- 10.1. A complaint by the Client in respect of any Work must be sufficiently explained in writing and contain evidence, which shall then be assessed by the Project Manager, and may be passed on to the Supplier for corrections.
- 10.2. The Supplier will accept no liability for any damage whatsoever which exceeds the contract

price (between WT and the Supplier) for the Work supplied.

- 10.3. If possible, WT shall grant the Supplier an appropriate period and opportunity to rectify any defects.
- 10.4. Stylistic improvements and adaptations to specific terminologies (particularly to industry-specific and corporate language terms) etc. shall not be acknowledged as translation defects.
- 10.5. WT shall be entitled to terminate the contract or require a price reduction if the assessment is that the translation was not fit for purpose.
- 10.6. If files are transmitted by data transfer (via e-mail etc.) WT cannot be held liable for any deficiencies or impairments caused in the transmission (e.g. virus transmittal, violation of secrecy obligations) unless in the case of major fault of WT.

## **11. ILLEGAL MATTER**

- 11.1. Notwithstanding any other form of any contract the Supplier shall not be required to translate any matter which in its opinion is or may be of any illegal or libellous nature. Where copyright subsists in texts to be translated it is presumed that the Client has obtained all consents necessary for such Work to be carried out.
- 11.2. The Supplier shall be indemnified by WT in respect of any claims, proceedings, costs and expenses arising out of any libellous matter translated for the Client, or any acknowledgement of copyright, patent or design or other third party right.

## **12. CLIENT PROPERTY**

- 12.1. The Supplier reserves the right to destroy or otherwise dispose of any document or other property of the Client which has been in its custody for more than two (2) months following completion of the Work to which it relates.

## **13. FORCE MAJEURE**

- 13.1. In the event of Force Majeure (which shall be defined as strike, fire, industrial dispute, civil commotion, natural disaster, acts of war, and any other situation foreseen or unforeseen which can be shown to have materially affected the Supplier's ability to deal with the Work as agreed), the Supplier shall notify WT as quickly as can reasonably be expected to explain the circumstances. Force Majeure shall entitle WT and the Supplier to withdraw from the contract for the Work.

## **14. JURISDICTION**

- 14.1. These conditions shall be interpreted in accordance with English law and WT and the Supplier irrevocably submit to the exclusive jurisdiction of the English Courts.

## **15. CONFIDENTIALITY**

- 15.1. Any original documentation or information provided by WT is confidential, and any translated

work shall be kept confidential by the Supplier. But the foregoing shall not apply to any documentation, data or other information that are public knowledge at the time when they are so provided by either party, and shall cease to apply if at any future time they become public knowledge through no fault of WT.

- 15.2. The Supplier shall not directly or indirectly request, cause, solicit, induce, or otherwise attempt to divert current customers of WT, either directly or indirectly to win new business for themselves or any other party.

## **16. THIRD PARTIES**

- 16.1. The Supplier agrees to accept responsibility for the complete translation script as supplied, including any text suggested to them by colleagues, advisors, glossaries or other third parties.

## **17. DATA PROTECTION**

- 17.1. WT shall use the Supplier's personal details solely for the performance of the contract and will keep the Supplier's information strictly confidential and not, without the Supplier's prior written consent, disclose it to any other person.
- 17.2. WT may disclose the Supplier's information to its employees or advisers who need to know such information for the purposes of exercising the Supplier's rights or carrying out its obligations under or in connection with the contract.
- 17.3. Acceptance of a WT Purchase Order will create an ongoing contract with no set end date. Therefore, WT will keep a record of the Supplier's name, CV, email address, payment details, address, bank, or other payment details indefinitely.
- 17.4. Should you wish WT to amend or remove your details, please contact WT at any time and WT will do so.
- 17.5. WT will ensure the security of your personal data:
- 17.6. WT will not sell/share your details for marketing purposes.
- 17.7. Your details are not passed to a third party for processing.
- 17.8. Your details are not shared with WT's clients.