

INTERPRETER'S TERMS OF BUSINESS

1. Introduction

These Terms of Business are issued by **Roman Makogon** of **Roman Translation Limited**, who is a member of the Chartered Institute of Linguists, using the Model Terms of Business prepared by the Working Party of the Chartered Institute of Linguists, and are the basis on which he executes interpreting and related work.

2. Role of the Chartered Institute of Linguists

The Chartered Institute of Linguists is a professional body of qualified linguists. To be admitted to any of its grades, members have to undergo stringent admission criteria and, once admitted, they are governed by a Code of Professional Conduct, a copy of which is available on www.romantranslation.com. The Institute will investigate complaints about any alleged breaches of that Code and as a **Member** I am bound by it. However, the Institute is not involved in the contract between the Interpreter and his Client.

3. Applicable law

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

4. Definitions

In these Terms of Business:

- a) the **Client** is the person or corporate body that places a commission;
- b) the **Interpreter (I/me/my)** is the practitioner who accepts the commission;
- c) the **commission** is the assignment or work placed with the Interpreter by the Client and may comprise consecutive or simultaneous interpreting between English, Russian and Lithuanian languages, relaying, monitoring or reporting on other interpreters' competency or any other similar or associated work;
- d) the **source language** is the language in which a speech to be interpreted is given;
- e) the **target language** is the language into which a speech is to be interpreted;
- f) for the purpose of interpreting and related work, **requirements** shall include the mode of delivery (i.e. consecutive or simultaneous interpreting), source and target languages, any special terminology to be used, likely duration of a meeting, provision of reference material (where possible), equipment availability (booth, hearing loop) and any other relevant information which may assist the Interpreter.

5. Purpose

These Terms of Business are intended:

- a) as a basis for executing commissions and are available to my Client(s) on www.romantranslation.com;
- b) to form the basis of a good working relationship between Clients and myself as Interpreter.

6. Acceptance

Having regard to my other commitments, I shall not be obliged to accept the commission if the Client, having asked for a quotation, failed to confirm the commission of work in writing.

7. Delivery

Delivery of interpreting work shall be binding only when I have received full instructions for the commission and I confirmed my acceptance of it in writing. The agreement may be

subject to alteration / cancellation if any amendment is made to the requirements after the commission has been placed. The Client undertakes to deliver the agreed interpreting equipment (if any) which is fully functional. I shall not be held responsible for any loss related to non-delivery of interpreting service due to force majeure (see Clause 15).

8. Fees

- 8.1. Fees/rates shall be agreed before confirming the commission in writing and any estimate based on the Client's general description of the work shall not be binding until I have submitted a quotation based on full instructions of the commission.
- 8.2. 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.
- 8.3. 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. compensation of travel expenses, payment for travel time, overnight allowance).
- 8.4. All work must be paid for. Since I am a qualified member of the Chartered Institute of Linguists, I will not provide free "test" interpreting.

9. Payment

- 9.1 Payment shall be made within **28 (twenty eight)** days of the date of receipt of my invoice.
- 9.2 In the case of long commissions, I may require payment in instalments.

10. Cancellation

- 10.1. Cancellation fees shall apply if a commission is cancelled within 28 days prior to the assignment.
- 10.2. In the event of cancellation of the commission by the Client after it has been placed, the Client shall be liable for a **100%** of the agreed fee if the commission is cancelled within 7 days of the assignment, and for a **50%** of the agreed fee if the commission is cancelled between 7 and 14 days prior to the assignment, and for all other costs and expenses which may accrue as a result of such cancellation, unless otherwise agreed.

11. Intended use of interpreting

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

12. Confidentiality

- 12.1 The Code of Professional Conduct (Clause 4.3) of the Chartered Institute of Linguists requires me as the Interpreter to treat all work entrusted to me in complete confidentiality. In accordance with the requirements of that Code (Clause 5.6), I will not make direct contact with my Client's clients without the express permission of my Client.
- 12.2 As the Interpreter, I shall not disclose any information acquired prior/during/after the assignment to a third party without the express permission of my Client.
- 12.3 As required by the Code of Professional Conduct (Clauses 4.3 and 4.4) of the Chartered Institute of Linguists, as the interpreter, I shall ensure that the need for confidentiality is made known to any third parties 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.
- 12.4 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 executing work for me) without my permission.

13. Responsibility and Liability

I shall carry out the interpreting to the best of my skill and understanding and in accordance

with the Code of Professional Conduct of the Chartered Institute of Linguists. I shall endeavour to ensure that the interpreting is suitable for its agreed purpose and target listeners.

14. Force Majeure

14.1 In the event of my being unable to complete the work within the agreed time as a result of Force Majeure (i.e. fire, storm, tempest, flood or any other natural disaster, industrial dispute, civil commotion, acts of war, terrorism or any other situation beyond my control), I shall notify the Client of the circumstances, which shall entitle the Client and me to withdraw from the contract for the work. The Client shall pay me for any work completed and I shall use my best endeavours to assist the Client to complete the assignment or take some other remedial action.

15. Complaints

17.1 Any complaint by the Client about my work shall be submitted to me within **7 (seven)** days.

17.2 If a dispute cannot be resolved between us, the matter shall be referred to the Chartered Institute of Linguists for arbitration.

17.3 Any dispute about the quality of my interpreting shall be submitted to the Chartered Institute of Linguists for independent assessment.