

# **General Terms and Conditions for Translation Services**

## ***1. Scope***

These General Terms and Conditions (GTC) define the contractual terms for translation or similar services concluded between Members of the Association Suisse des Traducteurs, Terminologues et Interprètes (Swiss Association of Translators, Terminologists and Interpreters – hereafter referred to as “ASTTI”) or those legal entities under the control of ASTTI members, on one hand, and their Principals on the other, inasmuch as reference is made to these General Terms and Conditions on conclusion of the contract and subject to any specific agreements between the parties.

## ***2. Extent of services***

The Translator undertakes to translate the source text with due care, leaving nothing out nor adding anything, and to return it within the agreed time frame.

If no specific instructions are given by the Principal as to the format in which the translation must be established (electronic format or on paper, lay-out or font), the Translator shall refer to the source text.

The Translator may call upon third parties to fulfil the contract or entrust the entire mandate for fulfilment to a third party inasmuch as the latter has agreed to be bound by confidentiality in conformity with Paragraph 8.

## ***3. Participation of the Principal***

The Principal is required to supply the Translator with all the information available or of use for the translation (e.g.: internal glossaries, parallel texts, illustrations, tables, etc.).

## ***4. Fees***

The fees, or the basis of calculation agreed upon for the fees (fees paid by the line, words, characters, per hour or the set price), shall apply. The value-added tax, if applicable, shall be invoiced in addition to the amount of the fees.

Should fees, or the basis of calculation, not have been agreed upon, a standard rate per line of the target-language text (a standardized line of 55 to 60 characters, including spaces) corresponding to the level of translation difficulty shall be considered as having been agreed.

The Principal may cancel the contract before receiving the translation, however the fees are still due in their entirety. If fees based on payment per line or per character have been agreed, the fees for the part which has not yet been translated will be calculated on the basis of the source text and not the target-language text. If an hourly fee has been agreed upon, the Translator must provide a reasonable estimate of the time that would have been necessary for translation of the remaining text. The Translator must deduct from the fees only those costs non-incurred due to the early cancellation of the contract and those fees earned from other contracts completed during the time made available following the cancellation of the contract or those fees deliberately unearned during that time.

With the exception of pre-payments or other agreed payment terms, fees are to be paid in accordance with the payment terms shown on the invoice, which must allow a minimum of 10 days for payment. After expiration of this time limit, the Principal shall be considered in arrears and the Translator shall have the right to require an interest of 5% on arrears and to charge CHF 20.00 in costs for each reminder.

## ***5. Subsequent modifications and additional work***

If the Principal makes significant changes to the source text after transmitting it to the Translator, the latter will have the right to request an extension of the deadline in consequence. Furthermore, the Translator is entitled to request, over and above the agreed fee, an hourly rate of pay corresponding to the additional work performed.

In addition, work over and above the translation activity itself, such as proofreading, is invoiced by the hour at an appropriate hourly rate.

## ***6. Principal's rights regarding a guarantee for defects***

The Principal has the right to require the elimination, free of charge, of any defects in the translation: by defects only serious errors of content are meant. The Principal must assert any claim within 30 days following delivery of the translation, precisely identifying the defects, and granting the Translator a reasonable time frame in which to correct them.

Should the translation still contain errors following this revision, the Principal has the right to request a further revision within 30 days following delivery or an appropriate reduction of the fees. No other rights are recognized regarding the guarantee for defects.

All rights linked to the guarantee for defects become null and void if claims for defects are not asserted within 30 days following delivery of the translation. If a claim for defects is notified within the prescribed time limit, the rights covered under the guarantee are subject to a limitation period of one year following the first delivery of the translation.

## ***7. Limits of responsibility***

The indemnities for a contract broken by the Translator are limited to cases of intent or gross negligence. In addition, if the indemnities are based on defects in the translation, the stipulated time limits must be met.

## ***8. Confidentiality / Data Protection***

The Translator undertakes to treat the documents supplied by the Principal as confidential, particularly the source text.

Unless specifically informed to the contrary, the Translator has the right to consider that the Principal accepts the electronic treatment of the translation and its transmission in a non-encrypted form via the Internet. Therefore, the Principal bears the inherent risks related to data protection, modification and the loss of data.

## ***9. Copyright***

The Principal accords the necessary rights to the Translator for the translation of the source text. The Principal guarantees that he/she possesses the said rights and will be responsible for compensating the Translator should a third party undertake legal proceedings against them for infringements of these rights.

As regards the copyright stemming from the translation, the Translator accords the Principal the right to use the translation for the purpose set out in the contract. Any other use requires the Translator's consent which will not be refused as long as it respects the moral rights of the author and is adequately remunerated.

When customary for a specific type of text, the Principal must include the Translator's name if the translation is published.

The Principal may make changes to the translation. However, if a large amount of wording is changed, he/she must inform the Translator who has the right to request that his/her name should not be mentioned.

The Translator has the right to use the source text and the target-language text as well as the documentation supplied by the Principal as tools to establish glossaries, word-lists or text segments in an anonymous form to be included in translation memories and/or to pass them on to others.

### ***10. Applicable Law and Place of Jurisdiction***

It is recommended that the Principal and the Translator settle any dispute over the contract amicably. ASTTI (Birchstrasse 20g, CH - 5406 Rütihof) may provide its services to meet this goal. However, an attempt at reconciliation through ASTTI is not a preliminary condition to filing suit.

The contract between the Principal and the Translator is subject to Swiss Law. The sole place of jurisdiction is that of the domicile, headquarters or place of business of the Translator (as per Article 12 of the Swiss Code of Civil Procedure).

Rütihof, April 2019