



## General Terms of Business

### Definitions

In the following terms of business, *the Certified Translator* means **Tom Ellett**, operating as **Alba Scandinavia Translations**, PO Box 1375, Fonthill, Ontario L0S 1E0, Canada.

*The Client* means the person or entity engaging the services of the Certified Translator.

### Copyright

The Client warrants to the Certified Translator that the Client has full right, power and authority to have the material translated, and that the translation of the material by the Certified Translator will not result in the infringement of any existing copyright. The Client agrees to indemnify and save harmless the Certified Translator against any claim, action, loss or damage incurred by the Certified Translator as a result of any breach of this warranty.

It is understood that translations are protected works under the Copyright Act (Canada) and may not be reproduced or otherwise used in breach of the translator's copyright. The Certified Translator hereby assigns his copyright in the work contemplated herein to the Client, but such assignment is conditional upon the Certified Translator having received full payment for services rendered, in accordance with the fee quotation for the work and these terms of business.

### Confidentiality

In accordance with the Code of Ethics of the Association of Translators and Interpreters of Ontario, the Certified Translator undertakes to treat any confidential information acquired in the course of the work as a professional secret.

### Client's amendments

Any recasting of the text to be translated or any revision by the author once the work of translation has begun shall be counted as additional text and invoiced at the agreed rate.

### Cancellation of the work

If the request for translation is cancelled while the contract is being performed, the Certified Translator shall receive a cancellation fee of \$100.00 CAD plus compensation at the agreed rate for the work already performed, up to a maximum amount equivalent to the total contract value.

### Liability of the Certified Translator

The liability of the Certified Translator is limited to the total value of the contract. The Certified Translator shall not be liable for alterations made to his work by other persons.

Any dispute between the Certified Translator and the Client concerning the quality of the work may be submitted to the Evaluation and Arbitration Committee of the Association of Translators and Interpreters of Ontario for an objective professional evaluation. Both parties undertake to abide by the decision of this committee. If the work is considered unsatisfactory, the liability of the Certified Translator shall not exceed the total value of the contract.

### Payment

Payment, minus any amount already paid on deposit, shall be made within seven days of the invoice date by cheque/draft/money order (drawn on a Canadian bank in Canadian funds), direct deposit or wire transfer. Interest at the rate of 2% per month, effective from the invoice date, will be charged on all overdue balances.

All wire transfer fees and other charges incurred in remitting payment (including intermediary/correspondent bank charges) are payable by the Client. The Certified Translator reserves the right to invoice the Client for any bank charges deducted from the payment.

The contract for the work is established between the Certified Translator and the Client, and payment of the Certified Translator's fee is not contingent on the review or approval of any third party.