

FINNISH ASSOCIATION OF TRANSLATORS AND INTERPRETERS

HELSINKI

GENERAL TERMS OF CONTRACT FOR TRANSLATIONS

1. GENERAL

These General Terms of Contract are applied to translation assignments between the translator and the customer. The term *translation* refers to translation of a message from the source language into the target language, in accordance with good translation practice as defined by the Finnish Association of Translators and Interpreters. In this document, the term *translator* refers to a member of the Finnish Association of Translators and Interpreters, and the term *customer* refers to the person or organisation paying for the work, or to the contact person authorised to represent said person or organisation.

These General Terms of Contract are only applied if both parties specifically accept them as part of their contract. If the contract documents conflict with each other, the contract separately entered into by the parties takes precedence over the General Terms of Contract for Translations.

2. CUSTOMER'S RESPONSIBILITY

2.1. Handing Over of Material

Within the timetable agreed, the customer shall hand over all the documents necessary for the work that has been ordered, as well as auxiliary material, such as previous translations, lists of terms, publications, illustrations and other basic information in the customer's possession, to the extent necessary. Whenever needed, the customer shall introduce the translator to special methods or to the structure and function of technical devices described in the source text.

The customer is responsible for the basic information, instructions and stipulations pertaining to the order that the customer gives to the translator. The customer is also

responsible for the suitability of the translation to its intended purpose.

2.2. Changes

If the customer wishes to make changes to the source text while the translation work is in progress, the translator must be informed of the desired changes in writing and without delay. As soon as possible, the translator, in turn, must inform the customer as to how the desired changes will affect the translator's deadline and the fee to be charged. The customer is responsible for the costs incurred because of the changes.

3. TRANSLATOR'S RESPONSIBILITY AND LIABILITY

3.1. Execution of the Work

The translator shall carry out the assignment with the necessary professional skill and in accordance with good translation practice.

Unless there is an express impediment, the translator has the right to consult experts representing various fields during the translation process. The customer is responsible for the costs of such expert assistance, if this has been agreed upon in advance. Otherwise the costs are included in the fee received by the translator, and the translator is responsible for compensating the experts consulted.

3.2. Responsibility for Errors and Changes

The translator is responsible for executing the assignment as agreed. The translator is also responsible for the translation as concerns any experts who have been consulted, unless the customer and the translator have agreed otherwise.

If the source text is ambiguous or flawed, and the customer or the contact person authorised

to represent the customer does not provide the necessary clarification upon request, the ambiguity in the source text must be indicated in the relevant segment of the translation.

The translator is not responsible for corrections and changes that the customer or someone else makes to the translation after it has been delivered to the customer.

If errors or flaws are detected in the translation, the translator has the right and the duty to correct them, at the translator's own expense, within a reasonable time. In addition, the translator is responsible for compensating for the damage so caused, as described under 3.3 herein.

3.3 Amount of Damages

The translator is responsible for direct damage the translator has caused the customer. However, the amount of damages which may be payable by the translator is at most the total sum received for the translation.

The translator is not responsible for any indirect or consequential damage that may occur.

These limitations, however, do not apply in cases where the damage results from the translator's intentional act or gross negligence.

3.4. Duration of Liability

The customer shall immediately check the translation delivered by the translator. Unless the customer has filed a written claim concerning either the quality of the work or potential errors within 14 days of the posting or other delivery of the translation to the customer, it is considered that the customer has approved the translation.

After said period, the translator is still responsible for errors or flaws that the customer can prove to be caused by the translator's intentional act or gross negligence and that the customer could not reasonably detect within 14 days of the posting or other delivery of the translation to the customer. The translator is released from this liability three years from the date when the translation is delivered to the customer.

4. GROUNDS FOR INVOICING

The translator invoices the customer in accordance with the grounds that have been agreed upon in advance. If the payment is delayed, the customer is additionally required to pay interest for late payment in accordance with the Interest Act, and to compensate for any recovery fees that may be incurred.

5. DEADLINE, DELAY AND CANCELLATION OF WORK

5.1. Deadline and Mode of Delivery

The customer and the translator may agree upon the translation work either orally or in writing. When an agreement is made, the deadline for the translation must be set.

The completed translation and the invoice are delivered to the customer by post, unless the parties have agreed upon some other mode of delivery. The translator is not responsible for lateness owing to a disturbance or delay in postal service.

5.2. Delay

The work must be done in accordance with the timetable set.

If changes of the type referred to in section 2.2. above increase the amount of work or otherwise slow down the translation process, the translator is entitled to have the timetable extended as needed.

The translator is not responsible for a delay in the work resulting from the customer's failure to supply the translator with the source text or auxiliary material either when the agreement was reached or at some other time that had been agreed upon; nor is the translator responsible for a delay stemming from some other reason attributable to the customer.

Unexpected difficulty of the work may constitute grounds for terminating a contract or for transferring the work to a third party. Having found the work to be more demanding than assessed in advance, the translator must immediately notify the customer thereof.

If the translator's lateness is caused by some *force majeure* situation, the parties shall agree

upon an extension of the deadline or termination of the contract.

The customer must be notified of a failure to meet the deadline in writing as soon as the deadline has passed or as soon as the failure to meet the deadline can be anticipated. Measures to be taken as a result of a failure to meet the deadline are agreed upon separately.

5.3. Cancellation of Work

If the customer cancels a translation assignment, the translator has the right to compensation for work done up until the day of cancellation, for preparatory work done in view of the incomplete portion of the translation, for the time reserved to do the translation, for any delivery costs involved, for other extraordinary expenses and for damage and loss stemming from the cancellation.

If the customer considers that the translator is not entitled to the above compensation, the customer has the burden of proving that the translator has not done the work or preparations claimed. Similarly, the customer has the burden of proving that the translator has not incurred extraordinary expenses or damage or losses.

6. COPYRIGHT

The translator has the copyright, as referred to in the Copyright Act (404/8 July 1961 with amendments), to the translation he or she has done. The translation may be used only for the purpose agreed upon with the customer when the order is placed. If the translation is used for purposes other than those originally agreed, separate agreement must always be made on the extended use and on the compensation payable for it. Without the translator's consent, the translation may not be edited, abridged or otherwise altered. If the customer gives the translation to a third party for the purpose of language revision, the translator must be informed thereof and the translator must be given the opportunity to approve the revised text.

The translator's name must always be given on films, in television programmes and radio

broadcasts, in translations of literature and in other printed works, unless the translator expressly forbids publication of his or her name. In other situations, a separate agreement is made on whether the translator's name is mentioned.

7. DISPUTES

If a dispute concerning the quality of the work or the grounds for invoicing arises between the translator and the customer, the parties may separately or jointly seek advice and information from the Conciliation Committee of the Finnish Association of Translators and Interpreters. Disputes between the translator and the customer arising from their contract are settled either by the District Court of the translator's domicile or by Helsinki District Court, in accordance with Finnish law.

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