

**§1 - Preamble**

Barnett Translations provides work for freelancers subject to their acceptance of the conditions contained herein, each of which is to be interpreted separately and in its own right, without exception or reservation. When reference is made to freelancers, this automatically includes all external parties who receive work from us - freelance translators, interpreters, proof-readers, partnerships/teams, translation agencies and their personnel. The freelancer accepts that his/her data will be stored electronically within the boundaries of the Data Protection Act. This data will not be given to third parties.

It is not our aim to dictate conditions. The conditions contained herein merely document the normal procedures of good translation practice with the aim of creating clarity and a sound foundation for a long and successful partnership. When Barnett Translations carries out work for colleagues, these conditions apply to us automatically.

**§2 – Orders**

An order may only be considered as confirmed when the freelancer receives written confirmation from Barnett Translations. Verbal confirmation from Barnett Translations has to be followed by written confirmation. If a job has been started or completed without such written confirmation, Barnett Translations is not responsible for the translation in any way and is in no way obliged to carry any costs incurred.

Orders will be processed at the price quoted by the freelancer in advance or at a rate quoted by them in a current price list which has been made available to Barnett Translations prior to accepting the order. The freelancer is requested to inform Barnett Translations whether or not he/she is able to take the job on as soon as possible following receipt of an enquiry. In cases where the conditions of the order (deadline, difficulty) justify price increases, the proposed price increase and any other additional costs (e.g. postage, travelling expenses) have to be mentioned in the freelancer's written quotation. Should the freelancer feel that he/she may not be able to meet the given deadline, he/she is committed to informing Barnett Translations of this fact in his/her quotation and should suggest an alternative deadline.

Should any documents provided by Barnett Translations be unclear or illegible, the freelancer is requested to inform Barnett Translations immediately. Barnett Translations will then try to obtain better quality documents from the client. If more legible copy cannot be obtained, the freelancer is to carry out the translation to the best of his/her ability. (Barnett Translations will inform the client of this fact before translation begins and will highlight the area(s) in the finished translation where difficulties were experienced due to poor legibility). Barnett Translations is actively involved in supporting its partners. All queries made by the translator will be answered promptly (unless good reason exists) and reference material will be provided for the translation, if such material exists.

Upon completion of the job, the freelancer has to produce a detailed invoice stating an invoice number, Barnett Translations' order number, a description of the job including language combination, number of lines, price per line, VAT (when freelancer resident in the Federal Republic of Germany), and the total price. Payment of all orders carried out in any given month will be made on the 25<sup>th</sup> of the following month. The freelancer is obligated to keep a copy of the translation until the job has been fully completed and paid for, and for a minimum period of 8 weeks thereafter.

Individual freelancers are not allowed, at any time, to pass on jobs allocated to them to other freelancers or "sub-companies" that have not signed a copy of these conditions and/or may not meet our required standards. All translation agencies with whom we work are committed to using native speakers who deliver work of a professional standard. Translators must have a solid background in the required field to be translated, have the appropriate software, hardware and communications technology to cope with the demands of the job, and the ability to use such tools properly. Proof of the above is to be produced on request.

**§3 - Delivery****(a) Translation/proof-reading**

Delivery has to be made on time unless notice is given by the freelancer that a delay is possible immediately after recognition of this fact. Barnett Translations will do everything in its power to get the deadline extended by the client. We do not guarantee that this will be possible. If we are not able to get the deadline extended, delivery has to be made on the day initially agreed upon, at the agreed time unless good reason exists. If delivery is not made on the agreed day at the agreed time and Barnett Translations is not informed of the reason in advance, Barnett Translations will set a replacement deadline and, should delivery not be made accordingly, reserve the right to reduce the fee for the job (by a minimum of 10%), or, to withdraw from the contract from the contract in whole or in part and refuse to accept any work tendered.

Barnett Translations reserves the right to claim for damages that arise due to unexplained late delivery. The freelancer does not have the right to extend deadlines without prior agreement from Barnett Translations. If no deadline has been specified by Barnett Translations, delivery has to take place within an acceptable period of time required to produce an accurate translation.

**(b) Work carried out on our clients' premises**

Freelance partners are bound to appear punctually and well prepared for the job. A job is taken on in Barnett Translations' name and this fact is to be remembered at all times. Freelance partners are prohibited from advertising their own services (i.e. by distributing business cards etc.) both during the project and for an unlimited time thereafter. Should our clients offer you direct work after you have worked for them on their premises in our name, then you are obliged to inform Barnett Translations immediately.

**§4 - Liability**

The freelancer is responsible for the linguistic accuracy and content of his/her work. In all cases, this means the freelancer has to proofread the finished translation. (The translation, after being proofread by the translator, will then be proofread by Barnett Translations internally). Freelancers have the right to correct any errors found in their work and are obliged to do so, free of charge, immediately after being informed of the deficiency. Deficient is hereby defined as being based on objective criteria. Objective criteria are those that are not connected to layout, personal taste or questions of interpretation. All freelancers and agencies are committed to protecting Barnett Translations' reputation at all times. This means, among other things, providing work of the highest possible standard and delivering on time.

Freelancers are responsible for any loss of or damage to any documents given to them within the framework of an order. Furthermore, all external partners (including translation agencies and partnerships etc.) are responsible for all insurance and tax issues arising from their work with Barnett Translations.

**§5 - Ethics**

Direct contact of any kind with Barnett Translations' clients is strictly prohibited unless authorised by Barnett Translations, in writing, in advance. The freelancer commits him/herself explicitly, without exception, not to contact Barnett Translations' clients directly at any time during the project (with the obvious exception of when work is carried out on the client's premises) or for an unlimited period of time thereafter. Legal action will be taken if this clause is violated. This clause also applies to translation agencies with whom Barnett Translations works.

**§6 - Confidentiality**

All freelancers are bound to treat all texts and information received from Barnett Translations as highly confidential and to ensure that such are not made available to third parties. This also applies for an unlimited period of time after the work has been completed. This confidentiality clause also applies to translation agencies, partnerships etc. and their staff.

**§7 – Prices**

(a) As stated in §2, orders will be processed at the price stated in the freelancer's current price list or at a rate agreed upon mutually, in advance. Proof-reading jobs are to be billed by the hour. Translations are to be billed according to line, unless otherwise agreed in advance, whereby 1 line = 50-55 keystrokes.

