Terms of Business – Aire Translations

Marina Torruella Bonsoms, trading under the name of Aire Translations, is engaged in the business of providing Translation and Subtitling services ("the Service") and will provide the Service in line with the terms set out below.

This document sets out the terms for doing business with me, Marina Torruella Bonsoms, for your Commission. It also sets out other important things that you need to know.

These Terms of Business form a legal agreement ("the Terms") between:

you, ... the Client and
me, Marina Torruella Bonsoms.

I may refer to you and me together as "we".

Why do we need these terms?

These Terms are the basis on which I perform the Service for you. You need to understand these Terms to understand what our obligations are to each other and ensure a good working relationship. These Terms are written in plain English.

These Terms are the basis for any contractual relationship made between us, whether written or oral, and whether these Terms are expressly mentioned or not. These Terms are the terms for doing business with me, and these Terms will prevail over your terms of business. No Commission will be binding on me unless I agree to your terms of business in writing.

What constitutes acceptance?

Your Commission will not be agreed and accepted until you have agreed to these Terms in writing by signing below and returning these to me via email. Only then will I start working on your Commission.

How much will it cost you?

We will talk money and agree on a Fee before I will start working on your Commission. The Fee will be based on the Commission's description, which you provide in writing, along with these Terms. Only when you confirm you agree to the Fee and these Terms in writing, and only then, will this Fee be binding.

If you fail to mention relevant information and/or change your mind about the Commission's requirements, I may vary the Fee accordingly or refuse the Commission.

How do you pay?

All work must be paid for, and the Fee must be paid within 30 days of the date of my invoice issued to you, unless stated otherwise in the invoice.

Until I get to know you a little better, I might ask you to pay me upfront when you agree to the Fee and these Terms in writing.

If we're going to be working together for a while, I may require payment in instalments.

No one likes a bad payer, so you must make sure that the Fee has credited to my bank account, which is provided on my invoice, by the last day of the payment terms, at the very latest.

If the payment is not carried out on time, the amount due is going to increase by 5%, with an additional 5% for each week the payment is overdue.

What happens if you want to cancel?

If you cancel the Commission, time is money, so I expect to be paid the following cancellation Fee:

When do you cancel?	**Fee payable**
You cancel the Commission in writing before I start the Service but after I have scheduled it.	25% of agreed Fee
You cancel the Commission in writing during the Service.	Proportion of work completed or 50% of agreed Fee, whichever is greater

Are you unhappy with my work?

I sincerely hope not, as I pride myself on offering my clients the best service. However, I am only human, so in the unlikely event that you want to make a complaint about my work, you must submit this in writing to me within 7 days.

Can you keep a secret?

We need to keep things between us. You must not disclose to third parties any information relating to my Fee without my express written consent. In return, I'll never disclose any aspect of our agreement or the Service I provide for you without your written consent. I take my secrets to the grave, so I'm happy to sign an NDA. I expect the same discretion from you in return.

Who is liable?

Neither of us will, under any circumstances whatsoever, be liable to the other, whether in contract, tort (including negligence) or restitution, or for breach of statutory misrepresentation or otherwise, for any:

- loss of profit,
- loss of goodwill,
- loss of business,
- loss of business opportunity,
- loss of anticipated saving,
- loss of corruption of data or information, or
- special, indirect, or consequential damage suffered by the other party that arises as part of or in connection with these Terms.

Without prejudice to the above, my total liability arising as part of or in connection with these Terms, whether in contract, tort (including negligence) or restitution, or for breach of statutory misrepresentation, or otherwise, will in all circumstances be limited to the amount of the Fee for the Commission.

Copyright

The Translation Commissions, the resulting Translation will always be my intellectual property, unless otherwise agreed.

My Translation cannot be incorporated into a translation memory system or any other corpus (such as texts used to train Large Language Models) without my permission in writing.

Force majeure

If I cannot complete the Commission because there is any delay in or failure of performance of my obligations in line with these Terms which arises from any cause beyond my reasonable control, including but not limited to an act of God, an act of government or state, war, fire, flood, explosion, infectious outbreak, pandemic or by any other reason beyond my control, I will not be liable. Instead, I will notify you of the circumstances, and we are both entitled to withdraw from the legal agreement established in these Terms. You must pay me for any work completed, and I will make a reasonable effort to source a replacement who possesses equivalent skills and qualifications. You will be consulted about this replacement.

Which law applies to our legal relationship?

The laws of the United Kingdom will apply to this legal agreement, and you agree to submit to the exclusive jurisdiction of the English courts.

Sign on the dotted line

We will both sign below to say that we have read and agreed to these Terms.

.....	.....
You, ..., the Client	Me, Marina Torruella Bonsoms
Date:	Date: .....