

An introduction to



ASSOCIATION OF
TRANSLATION COMPANIES

www.atc.org.uk

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About the ATC

- **Introduction**

The Association of Translation Companies was formed in 1976 by leading translation companies who were anxious to promote the use of professionally produced, high quality translation work by professional translation companies, to support the UK's exporters. Since then it has expanded to include members from all parts of the world.

- **Membership**

The ATC represents the majority of leading language service providers (LSPs) in the UK but also has members from outside the United Kingdom.

- **Services to Commerce & Industry**

The Association acts as an important and impartial clearing house for importers, exporters and commerce generally who need translation work, but who do not necessarily know where to buy this service.

- **Maintaining high standards**

ATC members must carry professional indemnity insurance cover and adhere to an agreed Code of Professional Conduct, which has now become the profession's standard. In cases of dispute between a client and a translation company, whether it is a member or not, the Association provides an independent arbitration service.

- **Development of Technology**

Members of the association employ state-of-the-art technology, to ensure fast, consistent, accurate and cost-effective translations. Such technology might include Computer Aided Translation (CAT) tools, project management software and translation memory.

- **Government Liaison**

Because the Association represents the profession, it can talk with authority to legislators in the UK and Europe about matters affecting the translation industry.

- **Liaison with European institutions**

The ATC was a founding member of the European Union of Associations of Translation Companies (EUATC). Through the EUATC the association is able to influence European institutions and work with them on joint projects to benefit the language industry.

- **Standards development**

The Association has been at the forefront of the development of the European-wide standard, EN15038, for the provision of translation services and actively promotes its adoption throughout the profession. It is also playing a leading role in the development of International Standards Organisation (ISO) standards for the translation and interpreting.

Objectives

The Objectives of the Association are to:

- Promote the use of its member companies to commerce and industry
- Promote and further the interests of the translating and interpreting professions
- Promote, publish and enforce a code of conduct for its members
- Arbitrate in matters concerning members and clients
- Establish and maintain the highest possible quality of translating work among its members
- Ensure that members are covered by professional indemnity insurance
- Promote co-operation among members
- Promote co-operation among members of the wider European network of companies belonging to the national associations making up the EUATC
- Publish information relevant to language service provision and of professional interest to its members
- Promote greater use of professionally produced language services by the commercial and public sectors

The Association provides specific information to purchasers about members' specialities; speaks with authority to Government on matters concerning the profession; provides information and assistance to business; industry and members of the public who wish to use the services of an LSP.

LSPs employing at least one full-time member of staff are eligible to join the Association. The main criterion to be met by a potential member is that languages services offered must be of the very highest standard with a system in place to safeguard those standards.

Membership Criteria

• **Full Membership**

A candidate member must be an incorporated body, trading for at least three consecutive years prior to joining the ATC.

At least 65% of a candidate company's operation should be concerned with the production of translations and/or the provision of other language services, such as interpreting.

It should employ at least one full-time member of staff.

At least one staff member employed by the company should be a qualified translator.

A company must operate quality assurance, editing and project management systems for checking the accuracy of the work, such as those listed on our membership application form.

A company must agree to carry full professional indemnity insurance of a minimum to be determined by the Council*.

A company must agree to abide by the Association's Professional Code of Conduct.

A company must abide by all the rules set out in the Memorandum and Articles of Association.

A company must pay all agreed levies or subscriptions within six months in order to retain membership status of whatever category.

A company must operate from office premises dedicated for the purpose. Operating from a home office is unlikely to meet this criterion.

Full membership status is open to translation companies in the United Kingdom.

• **Associate Membership**

Associate membership is open to applicant companies based in the UK or overseas that have been in business for a minimum of 18 months. Full professional indemnity insurance is required.

Membership as an Associate is conferred for a maximum of two full subscription years, after which the member must either migrate to full member status or leave the Association.

• **Overseas Membership**

Overseas membership is open to any translation company meeting the criteria for full membership but operating outside the United Kingdom. Where professional indemnity insurance is unavailable in any other territory, a company may be admitted at the discretion of the Membership Committee, but a note against the company's listing on its website and within the online directory will draw customers' attention to the fact that work carried out is not covered by professional indemnity insurance.

**The Association has negotiated beneficial rates for full professional indemnity insurance cover through a recommended broker.*

McParland Finn telephone: 0161 237 7731 Content: Ian Bush Email: ianb@m-f-l.co.uk

Code of Professional Conduct - translation companies

1. Member companies shall only supply translations which have been prepared by a competent translator
2. Member companies will make every reasonable effort to check the accuracy of the final translation before offering it to the client
3. It is recommended that member companies shall offer their services in accordance with the General Terms of Trading recommended by the Association
4. Member companies shall carry professional indemnity insurance cover to a level recommended by the Association in respect of errors and omissions in translations
5. Member companies shall safeguard the confidence of both present and former clients and shall not disclose or use these confidences to the disadvantage(s) or prejudice of such clients, or to the financial advantage of the member company
6. Member companies should not unjustifiably criticise translations done by other translators in order to solicit business
7. Member companies have a general duty of fair dealing towards their existing and past clients, fellow members, other members of the translating profession and members of the public
8. Member companies shall not make misleading or unsubstantiated claims in their literature or advertising material
9. Member companies shall not engage in any practice, nor conduct themselves in any manner detrimental to the reputation and interest of the Association of Translation Companies
10. Member companies shall agree to abide by the findings of the Association's arbitration service in cases of dispute between clients and members
11. Member companies shall commit to running their companies in a financially responsible manner

Professional Ethics Committee

Definition and Procedures

The Association of Translation Companies has established an Ethics Committee to examine and rule on issues of business practice that bring the Association and the profession into disrepute and which are brought to the attention of the Association by customers, freelance translators, other members or third party suppliers.

The purpose of the Committee is to enforce the highest standards of business ethics among member companies and to complement the existing ATC Code of Professional Conduct. All alleged breaches of any part of the ATC Code of Professional Conduct will be thoroughly investigated by the ATC. The Professional Ethics Committee will have the power to expel members who are found to have broken the Code of Professional Conduct.

1. Committee composition

The Ethics Committee shall consist of representatives drawn from three full members of the Association. These members shall be nominated by the Council to serve for a twelve month period from the date of the Annual General Meeting. Membership of the Ethics Committee may be renewed at succeeding Annual General Meetings. The Council will also nominate additional representatives comprising up to three other member companies to act as deputies.

2. Conflicts of interest

Where a member of the main committee is the subject of an issue brought to the attention of the Committee, that member shall be replaced by one of the deputies for the examination of and ruling for that particular complaint.

3. Who can ask for the intervention of the Committee?

The services of the Committee shall be open to customers, freelance translators, other members of the Association or third party suppliers to individual members.

4. Under what circumstances would the Committee be asked to rule?

Any apparent breach of the Association's Code of Professional Conduct or activity deemed to bring the Association and its membership into disrepute could result in the Committee being asked to make a ruling.

5. Evidence

Before ruling on an issue, the Committee must be provided with evidence of the disputed practice by the complainant (copies of letters, faxes, emails etc). The Secretary, who will act as link between the complainant, the member concerned, and the Committee, will pass this material to the Committee.

6. Rights of the member

On receipt of a complaint against a member involving a matter of ethical behaviour, the Secretary shall write to the member concerned and pass on any evidence that forms the basis of the complaint. The member company will be asked to submit in writing a response to the complaint within one week and this will be passed on to the complainant and members of the Committee.

Ethics committee

continued

7. Consideration of the evidence

The Committee will review all the evidence within one week of receiving it and submit a ruling, based on a majority verdict, in writing. The Secretary will inform the complainant and the member concerned of the outcome.

8. Rights of appeal

Members judged to have breached ethical standards of practice that bring the Association into disrepute shall have a right to make representations to the full Council, who must then be provided with all the evidence on which the ruling was made by the Ethics Committee. A final decision will be taken by a simple majority vote of the Council, provided a quorum is present.

9. Powers of the Committee

The Committee will have the power to expel from the Association any member found to have breached ethical standards of business behaviour as defined under point 4. A decision to expel a member will result in:

- the whole membership being informed
- the Secretary of the Institute of Translation and Interpreting being notified of the expulsion
- the Chief Executive of the Chartered Institute of Linguists being notified of the expulsion
- the Secretary of the EUATC being informed of the expulsion and an exhortation that the expulsion be made known to all national constituent associations making up the EUATC
- the member's details being removed from the Association's web site
- use of the ATC logo being removed immediately and enforced by legal means if necessary

10. Refunds

An expelled member company will not be entitled to have any part of its membership subscription refunded.

Arbitration Procedure

The rules below shall be applicable in the event of a dispute between a member company of the Association of Translation Companies and a client or between two member companies or between a member company and a freelance translator.

1. A request to arbitrate will be acted upon by the Arbitration Panel of the Association of Translation Companies (ATC) only if both parties indicate their willingness to accept the Panel's decision. Such a request must be accompanied by all relevant information.
2. A cost for reviewing the paperwork will be obtained by the Secretariat of the Association and this will be conveyed to both parties in advance.
3. All paperwork will be anonymise before being sent to third parties for review.
4. Both parties will be asked to sign a contract that not only binds them to the findings of the panel, but also binds the losing party to pay the costs, or the apportionment of costs where it is found that there is fault on both sides.
5. The Arbitration Panel will nominate two or more arbiters to consider the case and report to the Panel.
6. The arbiters will be instructed that their verdict may be wholly in favour of one or the other party or on a proportionate basis.
7. If unanimous, the arbiters' report shall be final. If the arbiters' opinions differ, the final decision rests with the Panel, who may, if they wish, appoint an umpire for final adjudication.
8. The parties will be informed of the Arbitration Panel's decision.
9. Brief details of the arbitration should be noted in a confidential file to be kept for this purpose by the ATC.

COSTS

10. If the complaint is upheld, the defendant shall be liable for the costs of arbitration in full. If the complaint is not upheld, the complainant shall be liable for the costs of arbitration in full. If the award is proportionate, the cost shall be shared as indicated by the Arbitration Panel.
11. An estimate of the costs of arbitration will be communicated to both parties on receipt of the complaint.
12. The decision of the Arbitration Panel shall be binding on both parties involved and shall be final.

General Conditions of Service

-- as recommended by the Association of Translation Companies

In submitting a text for translation, any individual or corporate body (hereinafter referred to as “Client”) enters into a binding agreement with the translation company (hereinafter referred to as “Company”), said agreement being covered by the following terms and conditions:

1.1 When commissioning a translation, Client shall clearly indicate the intended use of translation, e.g. whether required for:

1.1.1 information only

1.1.2 publication and advertising

1.1.3 legal purposes or patent proceedings

1.1.4 any other purpose, where the particular rendering of the text by the translator employed is liable to be of consequence.

1.2 The cost of the translation shall be determined in accordance with the appropriate scale of charges of the Company applicable to the particular type of translation required.

2.1 Should Client desire to use a translation for another purpose than that for which it was originally supplied, Client shall obtain confirmation from the Company or another competent authority that the translation is suitable for the new purpose.

2.2 The Company reserves the right to amend and adapt such a translation previously supplied (if necessary) for the new purpose and make a further charge for such work.

3.1 In the event of use of the translation by the Client for a purpose other than that for which it was supplied, Client shall not be entitled to any compensation by the Company, and the Client shall indemnify the Company against any loss arising to the Company of goodwill or otherwise as a result.

4.1 Where the purpose of a translation is not disclosed to the Company, the Company shall execute the translation to the best of its judgement in accordance with one of the purposes specified under 1.1.1 as if its purpose had been disclosed. The Company shall indicate the purpose for which the translation was supplied and will determine the charge accordingly.

Clauses 1.1.1, 1.1.2 and 1.1.3 shall be applicable accordingly.

5.1 **Quotations:** Binding quotations shall not be given against documents not seen by the Company. Quotations for material not seen shall be subject to confirmation of price on receipt of the documents for translation.

6.1 **Delivery:** Client shall give a clear indication of his delivery requirements when submitting texts for translation, and Company will make every reasonable effort to meet Client’s requirements. However, late delivery shall not entitle Client to withhold payment for work done, but subject to the provisions of Clause 7 below.

General conditions of service

continued

7.1 Where a delivery date is a material part of a Commission accepted by the Company, this shall be disclosed unambiguously by the Client in advance.

7.2 The Company reserves the right to sub-contract all or part of the documents to a contractor of its choice in such an event to meet the Client's requirements, unless expressly stipulated otherwise by the Client, and the Client shall pay any reasonable additional charges incurred by the Company as a result.

7.3 The Company reserves the right to suspend its normal Scale of Charges when accepting a Commission, subject to terms of the Clause, and shall be entitled to insist on special arrangements for collection and delivery of such work.

7.4 In the event of the Company failing to supply a translation accepted under the terms of this Clause at the agreed time, the Client shall be entitled to a refund of all or part of the agreed charge.

7.5 Should any translation in whole or in part be delivered too late for the Client's use, and be thus unacceptable, the Company requires the immediate return of the translation together with the Client's signed confirmation that the translation will not be used in any way.

7.6 The Client reserves the right to refuse paying any commission pursuant to this clause.

8.1 **Force Majeure:** In the event of a Force Majeure situation, Company shall notify Client without delay, indicating the circumstances. Force Majeure shall entitle both Company and Client to withdraw from the Commission, but in any event, Client undertakes to pay Company for work already completed. The Company will assist Client to the best of its ability to place his Commission elsewhere.

8.2 Force Majeure shall include Strike, Lockout, Industrial Dispute, Civil Commotion, Natural Disaster, Acts of War and any other situation which can be shown to have materially affected Company's ability to deal with the Commission as agreed.

9.1 **Settlement of Dispute - Arbitration:** Disputes between Company and Client shall be settled by Arbitration.

9.2 Arbitration shall be governed by the Rules laid down for the time being by the Association of Translation Companies, which will be supplied on request.

9.3 The decision of the Arbitration Tribunal shall be binding on all parties involved and shall be final.

10.1 **Payments:** Failure to adhere to the Terms of Payment agreed between Client and Company shall entitle Company to abandon any Commission in hand, including Commission accepted subject to the terms of Clause 7 of these conditions, without prejudice to any rights of the Company whatsoever.

11.1 These general Conditions of Service shall be interpreted in accordance with English Law.

Subscriptions

ANNUAL SUBSCRIPTION RATES

MEMBERSHIP LEVEL	TURNOVER BAND (£)	SUBSCRIPTION RATE (£)
<u>Full membership</u>	Up to £100,000	£315.00
	From £100,000 - £300,000	£472.50
	£300,000 and above	£682.50
<u>Associate membership</u>		£273.00
This category is designed to encourage newly formed companies, with a previous track record in the profession, to go on to become a full member. It is time limited, with a maximum period of two years allowed to stay as a member in this category.		
<u>Overseas membership</u>	Turnover up to £300,000	£315.00
	Turnover from £300,000 and above	£577.50

SUBSCRIPTION PAYMENT ADDITIONAL INFORMATION

- *An additional small charge to cover bank transfer charges is levied on subscriptions transferred electronically from overseas – currently it is £6.00.*
- *Payments from outside the UK, but within the European Community can be made in Euro (Euro equivalents are calculated using the daily exchange rate published in the Financial Times). No additional charges are made for such a transaction.*
- *Subscriptions can also be staged over twelve months or quarterly by prior agreement with the Association.*
- *PayPal can be used to pay the annual subscription, although this method will attract additional charges of up to £25 depending on the subscription level.*

Termination of membership

Membership is renewed annually on the 1st April of each year. Those members wishing to terminate their membership must do so in writing one calendar month before the end of the Association's financial year. If no such communication is received a desire to continue in membership will be assumed by the Association and an annual subscription invoice will be sent to coincide with the start of the Association's new financial year. The Association reserves the right to recover outstanding subscriptions for non-compliance with this rule.

(All subscriptions quoted above exclude VAT. VAT is not applicable to companies based outside the United Kingdom)

Application form

Applications will only be accepted via the Association's online application form, which can be found by cutting and pasting this link into your browser:

http://www.atc.org.uk/membership_application.html

All other supporting documentation must be sent as PDFs to: admin@atc.org.uk

Join the ATC

Benefits of becoming an ATC member include:

- ✓ Regular new business referrals
- ✓ Reduced rates for professional indemnity insurance
- ✓ Arbitration service for disputes between members and clients
- ✓ Referral to preferred provider of debt collection services
- ✓ Reduced rates for credit checking services
- ✓ Reduced rates for foreign exchange and currency exchange services
- ✓ Entry in the on-line membership directory (widely promoted and accessed by purchasers)
- ✓ A national public relations and marketing campaign
- ✓ Exchange of information with other industry experts
- ✓ Involvement in liaison with government departments and other organisations
- ✓ A reassurance to prospective clients of a quality translation service
- ✓ Access to free legal support service
- ✓ Privileged access to market research
- ✓ Access to a wide network of translation companies through the ATC's membership of the European Union of Association of Translation Companies (EUATC)
- ✓ A quarterly newsletter
- ✓ Discounted delegate rates to the Association's annual conference
- ✓ Discounted delegate rates to attend ATC Certified training courses
- ✓ Discounts on selected services, such as software applications for the translation profession*

* *Subject to negotiated offers*



Peershaws
Berwyk Hall Court
Colchester
Essex CO6 2QB
UNITED KINGDOM

+ 00 44 (0)1787 221298

E-mail: secretary@atc.org.uk Web: www.atc.org.uk