



BTM Our General Terms of Business for Commissioned Work

1. DEFINITIONS

In this agreement, the following terms shall have the following meanings:

“Accessible Information Provider” means BTM, a company registered in England and Wales (company number 03749034) with its registered office at 11-12 Eldon Place, Bradford, BD1 3AZ, West Yorkshire, England.

“Accessible Information Task” means a piece of work or any other related task such as researching, developing, revising, proofing, editing, etc., which calls upon the skills of a team member or members, but not copywriting or adaptation.

“Client” means the party commissioning a piece of work in the normal course of business. The parties may be natural or legal persons, including, as an example only, private individuals, associations, partnerships, economic interest groupings or corporate entities.

“Source Material” means any text or medium containing a communication which has to be translated or developed, and may comprise text, sound or images.

2. COPYRIGHT IN SOURCE MATERIAL, AND ACCESSIBLE INFORMATION RIGHTS

2.1. The Accessible Information Provider accepts an order from the Client on the understanding that performance of the Accessible Information task will not infringe on any third party rights. The Client undertakes to hold and keep the Accessible Information Provider and BTM worker harmless from any claim for infringement of copyright and/or other intellectual property rights in all cases.

2.2. The Client likewise undertakes to hold and keep the Accessible Information Provider and BTM worker harmless from any legal action including defamation which may arise as a result of the content of the original Source Material or its accessible information.

3. FEES: (BINDING) QUOTATIONS AND (NON-BINDING) ESTIMATES

3.1. In the absence of any specific agreement, the fee to be charged shall be determined by the Accessible Information Provider on the basis of the Client’s description of the Source Material, the purpose of the accessible information and any instructions given by the Client.

3.2. No fixed quotation shall be given by the Accessible Information Provider until he/she has seen or heard all the Source Material and has received firm written instructions from the Client.

3.3. Any fee quoted, estimated or agreed by the Accessible Information Provider on the basis of the Client’s description of the task may be subject to amendment by agreement between the parties or withdrawal by the Accessible Information Provider if, in the Accessible Information Provider’s opinion on having seen or heard the Source Material, that description is materially inadequate or inaccurate. An estimate shall not be considered contractually binding, but given for guidance or information only.

3.4. Any fee agreed for accessible information which is found to present latent special difficulties of which either party could not have been reasonably aware at the time of offer and acceptance shall be renegotiated, always provided that the circumstances are made known to the other party as soon as reasonably practical after they become apparent.

3.5. Subject to clause 3, a binding quotation once given after the Accessible Information Provider has seen or heard the Source Material shall remain valid for a period of thirty days from the date on which it was given, after which time it may be subject to revision.

3.6. Costs of delivery of the Accessible Information task shall normally be borne by the Accessible Information Provider. Where delivery requested by the Client involves expenditure greater than the cost normally incurred for delivery, the additional cost shall be chargeable to the Client. If the additional cost is incurred as a result of action or inaction by the Accessible Information Provider, it shall not be borne by the Client, unless otherwise agreed.

3.7. Other supplementary charges, for example those arising from:

(a) discontinuous text, complicated layout or other forms of layout or presentation requiring additional time or resources, and/or

(b) poorly legible copy or poorly audible sound media, and/or

(c) terminological research, and/or

(d) certification, and/or

(e) priority work or work outside normal office hours in order to meet the Client's deadline or other requirements, may also be charged to the Client

(f) additional changes requested by the client on receipt of the work due to the Client's decision to change layout and wording, will be charged to the Client. The nature and amount of such charges shall be agreed in advance.

3.8. Furthermore if any changes are made in the text or the Client's requirements vary at any time while the Accessible Information task is in progress, the Accessible Information Provider's fee, any applicable supplementary charges and the terms of delivery shall be adjusted in respect of the additional work.

4. DELIVERY DATE(S) AGREEMENT

4.1. Any delivery date or dates shall be agreed between the Accessible Information Provider and the Client and shall become binding only after the Accessible Information Provider has seen or heard all of the Source Material to be translated and has received complete and adequate instructions from the Client. The date of delivery of the completed Accessible Information task shall not be of the essence unless specifically agreed in writing.

4.2. Unless otherwise agreed, the Accessible Information Provider shall dispatch the Accessible Information task in such form as is agreed between the parties.

5. PAYMENT

5.1. The Client shall make payment in full to the Accessible Information Provider not later than 30 days from the date of invoice by the method of payment specified in BTM worker Provider's invoice. For long assignments or texts, the Accessible Information Provider may require an initial payment and periodic partial payments on terms to be agreed.

5.2. Settlement of any invoice, part-invoice or other payment shall be made by the due date agreed between the parties or in the absence of such agreement within the period stipulated in Clause 5.1. Interest shall automatically be applied at the rate of 2.5% per month over base rate (or such rate as is determined by statute, the latter prevailing) to all overdue sums from the date on which they first become due until they are paid in full.

Where delivery is in instalments and notice has been given that an interim payment is overdue, the Accessible Information Provider shall have the right to stop work on the Accessible Information task in hand until the outstanding payment is made or other terms agreed. This action shall be without prejudice to any sums due and without any liability whatsoever to the Client or any third party.

6. ACCESSIBLE INFORMATION COPYRIGHT OWNERSHIP

6.1. Copyright in the Accessible Information task will automatically pass to the Client only upon receipt by the Accessible Information Provider of payment in full for the final version of the Accessible Information task and BTM will have no further claim to any aspect of the Accessible Information task.

N.B. BTM will request the displaying of the Clients work on their website and associated social media with the understanding it is only with the express permission of the Client and with full acknowledgment and links to the Clients media.

6.2. Where the Accessible Information task is subsequently printed for distribution, the Client shall acknowledge the Accessible Information Provider's work in the same weight and style of type as used for acknowledgement of the printer and/or others involved in production of the finished document, by the following statement: "(English or other) Accessible information by (Accessible Information Provider's name)", as appropriate to the particular case. In the absence of full payment within the specified payment period, copyright in the Accessible Information task will remain the property of the Accessible Information Provider.

6.3. All Accessible Information tasks are subject to the Accessible Information Provider's right of integrity. If an Accessible Information task is in any way amended or altered without the written permission of the Accessible Information Provider, he/she shall not be in any way liable for amendments made or their consequences. If the Accessible Information Provider retains the copyright in an Accessible Information task, or if an Accessible Information task is to be used for legal purposes, no amendment or alteration may be made to an Accessible Information task without the Accessible Information Provider's written permission. The right of integrity may be specifically waived in advance by the Accessible Information Provider in writing.

6.4. BTM holds the copyright for any images used. They cannot be shared or used other than in the final version of a piece of work.

7. CONFIDENTIALITY AND SAFE-KEEPING OF THE CLIENT'S DOCUMENTS

7.1. All documents for accessible information production shall be deemed to be confidential. The Accessible Information Provider shall at all times exercise due discretion in respect of disclosure to any third party of any information contained in the Client's original documents or Accessible Information task thereof without the express authorisation of the Client. Nevertheless a third party may be consulted over specific Accessible Information task terminology queries, provided that there is no disclosure of confidential material.

7.2. For the duration of the Accessible Information task the Accessible Information Provider shall be responsible for the safe-keeping of the Client's documents and copies of the Accessible Information tasks, and shall ensure their secure storage or disposal.

7.3. If requested to do so by the Client, the Accessible Information Provider shall insure documents in transit from the Accessible Information Provider, at the Client's expense.

7.4. The client shall not [contact](#) directly, deal with or engage any person, firm or company whose name or contact details shall have been made available to them at any time during their contact with BTM for the duration of the project or for a period of one (1) year after the project is completed, unless otherwise approved and agreed by BTM.

7.5. BTM will store final documents and working files securely on our systems for a **maximum** of 3 years. We may not hold for this long if they are large files. Any amends after completion of a project must be made by BTM.

8. CANCELLATION AND FRUSTRATION

8.1. If an Accessible Information task is commissioned and subsequently cancelled, reduced in scope or frustrated by an act or omission on the part of the Client or any third party the Client shall except in the circumstances described in clause 8.3 pay the Accessible Information Provider the full contract sum unless otherwise agreed in advance.

8.2. If a Client goes into liquidation (other than voluntary liquidation for the purposes of reconstruction) or has a receiver appointed or becomes insolvent, bankrupt or enters into any arrangement with creditors the Accessible Information Provider shall have the right to terminate this agreement and stop all work in progress for the Client immediately.

8.3. Neither the Accessible Information Provider nor the Client shall be liable to the other or any third party for consequences which are the result of circumstances wholly beyond the control of either party. The Accessible Information Provider shall notify the Client as soon as is reasonably practical of any circumstances likely to prejudice the Accessible Information Provider's ability to comply with these terms and conditions, and assist the Client as far as reasonably practical to identify an alternative solution.

9. COMPLAINTS AND DISPUTES

9.1. Any complaint in connection with an Accessible Information task shall be notified to the Accessible Information Provider by the Client in writing within five working days of the date of delivery of the Accessible Information task and the Accessible Information Provider shall be given an opportunity to investigate the complaint and where appropriate to remedy any agreed defect.

9.2. If the parties are unable to resolve the matter, the matter may be referred by either party to the Arbitration Committee agreed by both parties. Such referral shall be made no later than one month from the date on which the original complaint was made. The Arbitrator residing over the matter shall decide how the costs and expenses resulting from the Arbitration are allocated between the parties.

9.3. If a dispute cannot be resolved amicably between the parties, or if either party refuses to accept arbitration, the parties shall be subject to the non-exclusive jurisdiction of the Courts of England and Wales.

10. RESPONSIBILITY

10.1. The Accessible Information task shall be carried out by the Accessible Information Provider using reasonable skill and care and be proof checked by a range of people with lived experience to ensure it is understandable and fit for purpose.

10.2 Unless specified otherwise, Accessible Information tasks shall be deemed to be required to be of "for information" quality.

11. LIABILITY

11.1. The Accessible Information Provider's liability arising under or in connection with this agreement (whether liability arises from negligence, breach of contract or howsoever in respect of each event or series of connected events) shall not exceed the total amounts payable by the Client for the Accessible Information task undertaken.

11.2. In no event shall the Accessible Information Provider be liable to the Client for any special, incidental, indirect, or consequential loss or damage (whether financial or otherwise), or for any loss of data, profit, revenue, contracts or business, howsoever caused (whether arising out of any negligence or breach of this agreement or otherwise), even if the same was foreseeable by, or the possibility thereof is, or has been brought to the attention of the Accessible Information Provider.

12. APPLICABILITY AND INTEGRITY

This agreement shall also be subject to any detailed requirements or variants expressly agreed in writing between the parties in a BTM quotation relating to a particular Accessible Information task and to the extent that any of the terms agreed and set out in the quotation are inconsistent with any provision of this Agreement, the variable details set out in the quotation shall prevail.

13. NO WAIVER

No waiver of any breach of any condition in this document shall be considered as a waiver of any subsequent breach of the same or any other provision.

14. NOTICES

Any notice or communication relating to this agreement shall be delivered in person or sent by first class post to the following address:

BTM, 11-12 Eldon Place, Bradford, BD1 3AZ, West Yorkshire, England.

15. SEVERANCE

If any provision of this agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this agreement, and the validity and enforceability of the other provisions of this agreement shall not be affected.

16. ENTIRE AGREEMENT

This agreement (which for the avoidance of doubt includes all quotations issued by the Accessible Information Provider) constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all prior agreements, negotiations, and discussions between the parties relating to it.

17. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of England and Wales and each party hereby irrevocably submits to the non-exclusive jurisdiction of the English courts.