

## How to avoid the “Bad Payers” Jungle

When buying tangible goods such as food, clothing and electrical appliances, everyone knows you have to pay before receiving the goods. The service industry, however, is quite another matter. For some reason the same people who willingly put money down for an item they can carry away, have this notion that for words – translating, editing, writing – it is acceptable to pay a month later, two months later or ....*not at all*.

As non-tangible service providers what can we do? Wringing our hands and complaining loudly is not a productive option. We cannot control how other people behave, but we can certainly take responsibility for what **we** do.

- A. Be ethical – do not take on a job you know you are not really qualified to do (in terms of content) or you know you probably will not be able to do well (because of time constraints, for example).
- B. Make sure you have a **written and signed** agreement with the client that is as specific and detailed as possible – leaving no room for “misunderstandings”. This does not necessarily mean a long complex document in “legalese”, but something very clear that relates to all aspects of the work. For example:

| Issue   | Clarification   |
|---|---|
| Client details                                      | <ul style="list-style-type: none"> <li>Full name, address, company or personal work number, phone numbers, etc.</li> </ul>  |
| Description of the material to be translated/edited | <ul style="list-style-type: none"> <li>Name of document/article/book/script</li> </ul>  |
| Statement of work                                   | <ul style="list-style-type: none"> <li>Translation/translation + one round of editing/translation + proofreading after graphic design/translation + correction of errors or changes made by client/content editing + proofreading etc.</li> </ul>   |
| Statement of rights                                 | <ul style="list-style-type: none"> <li>For books or articles – what credit will you be given/copies you will receive</li> </ul>   |
| Target language/s                                   | <ul style="list-style-type: none"> <li>Ask the client to specify, where relevant: English – UK or US? Spanish – Spain or Argentina? Chinese – Mandarin or Simplified? etc.</li> </ul>   |
| Format of material received                         | <ul style="list-style-type: none"> <li>WORD, PowerPoint, scanned image, handwritten, etc.</li> </ul>  |
| Format of material to be delivered                  | <ul style="list-style-type: none"> <li>WORD, PowerPoint, pdf, html, etc.</li> </ul>   |
| Unit of rate calculation                            | <ul style="list-style-type: none"> <li>By galley sheet/translation unit/word/source or target</li> </ul>  |
| Rate per unit                                       | <ul style="list-style-type: none"> <li>It is a free market – do the best you can and believe in your own worth.</li> <li>If relevant, mention rates for additional tasks such as further rounds of editing, translating changes/additions to source after translating, etc.</li> <li>When working for a foreign client, take into consideration local norms. Confer with ITA colleagues “in the know”.</li> </ul> |
| Special rate considerations                         | <ul style="list-style-type: none"> <li>Does the project involve special requirements or tasks</li> </ul>  |

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|-------------------------------------|--|
|                                     | <p>that can be charged as extra items such as:<br/>         Is research required? / Is it a literary text? / Is this localization? / Is a TM to be used?</p>   |
| <b>Delivery date/s</b>              | <ul style="list-style-type: none"> <li>• If this is a very large job, set up interim dates for partial payment against partial delivery.</li> </ul>  |
| <b>Terms and timing of feedback</b> | <ul style="list-style-type: none"> <li>• Do not agree to work for four months and then be told when it comes to pay time “<i>Well, the truth is we aren’t all that happy with your translation.....</i>” This is a common ploy to start renegotiating the final price. Insist on interim feedback in writing from a relevant person.</li> </ul>  |
| <b>Contact info for queries</b>     | <ul style="list-style-type: none"> <li>• Depending on the size of the job, asking who you can talk to for clarifications sends a message of professionalism, not to mention making your work easier.</li> </ul>  |
| <b>Terms of payment</b>             | <ul style="list-style-type: none"> <li>• After negotiating with the client, state your terms clearly, e.g. net + 30 days against a pro forma invoice. The longer the payment time, the more you should try to convince the client to accept a pro forma rather than a tax invoice so that you don’t have to pay the VAT up front.</li> <li>• For longer jobs that will take more than one month’s work, ask for small advance and then for interim payments against partial delivery. You might try to make the next delivery contingent on payment of the previous one.</li> <li>• When working for a foreign client, take into consideration local norms. Confer with ITA colleagues “in the know”.</li> </ul> |

- C. Just think of any typical problem you have encountered with a client so far, and make sure that issue is covered in your next agreement. Until payments have all been finalized, keep copies of any correspondence with the client – a dated email in which they confirm receipt of the material or express approval of the content, for example.
- D. NEVER start a job, even for a fellow translator or fellow ITA member, without a written understanding of terms, even a very simple one. It saves a whole lot of aggravation, wasted time and energy afterwards.
- E. Use the various discussion forums (yahoogroups; Nana; Tapuz etc.) to ask for informal offline feedback from other ITA members about potential clients. <http://www.paymentpractices.net> is a useful international list for those working with clients abroad and Israeli members can post information about local clients as well. .

Click on the following useful links:

- [Pricing considerations for localization projects](#)
- [Pricing considerations when working with a Translation Memory program](#)
- [Sample Contract 1 \(book\)](#)
- [Sample Contract 2 \(corporate work\)](#)
- [Amit Yariv’s useful article](#)

Setting out detailed terms of a work agreement not only makes you look more professional, it seriously weakens a client's position if and when legal steps have to be taken, and this makes it more worth their while to pay. *However* .....

### Confronting the “reluctant payer”

Be optimistic – sometimes the reason you have not been paid is simply that the client is disorganized. Based on the adage “you catch more flies with honey”, we recommend the following sequence of steps:

1. Polite phone call to the client pointing out that the payment due date has passed. If appropriate – ask to speak to a superior.
2. Polite written request for payment to client and superiors (if relevant). Point out that non-response will lead to legal action as you have a zero-tolerance policy on bad payments.
3. A lawyer's letter or an announcement that you have filed a complaint in Small Claims Court. This depends on the size of the claim. Currently, as long as you are not a limited company, you may file a claim in Israeli Small Claims Court up to the sum of NIS 17,800 (this sum is updated periodically).

Nobody likes to go to court, and clients often count on this, especially for small sums of money. It is up to you to decide if it is worth your time and effort – i.e. *Do I want to lose out on making NIS 1,000 today translating so that I can spend all morning in court to get back NIS 350?*

If you do want to file a claim, here's a useful link on how to file a claim in Small Claims Court:

<http://work-gsob.haifa.ac.il/shil2/jsp/general/Article.jsp?aid=238&cid=15>

Small Claims Court Addresses:

|   |  |
|---|--|
| <b>Jerusalem</b><br>6 Rehov Heshin<br>(02) 670-6476               | <b>Tel Aviv</b><br>1 Rehov Weizmann<br>(03) 692-6257 |
| <b>Haifa</b><br>13 Rehov Hasan Shukri<br>(04) 856-6062 / 856-6011 | <b>Beer Sheva</b><br>(07) 646-8111                   |

If you are working for a client abroad, you can go to the FIT website (<http://www.fit-ift.org/en/news-en.php>) and find the website of the national association of the client country, to see if they have any relevant information. FIT Europe has asked all its members and observers to share their advice on this issue, and we will make the information available to you as we receive it.

The ITA Ethics sub-committee welcomes suggested additions to this section of the website that will be of as wide/general an application as possible. Please send your ideas to [info@ita.org.il](mailto:info@ita.org.il)