And Furthermore ... Still More Things Freelance Translators Can Do to Ensure Payment

By Wendy Griswold

Note: This information does not constitute legal advice or opinion. ATA encourages all translators to make their own independent business decisions and avoid all activities that might be considered anticompetitive or in violation of the antitrust laws, such as agreements on prices or fees or agreements to refuse to do business with any company.

One of the mistakes we freelancers often make is not taking steps to collect until 30 or 60 days after submission of the job. Perhaps we should start the process before accepting the assignment.

For information on protecting yourself through contracts, you may want to refer to Shari Voss’ excellent article, Good Contracts Make Good Partners, in the September 2001 issue of the ATA Chronicle. A general word of advice: no matter how much you trust the source, read every word and question anything that doesn’t seem appropriate. Feel free to request changes to a boilerplate contract.

If a contract is not practical, a purchase order, at least, is indispensable. But before you get to the purchase order, do a little investigating. The fact that a client is a dues-paying member of an organization or group is no assurance that he or she has that body’s stamp of approval. It takes just a minute to check out a client on the Payment Practices List (www.trenterprises.com/payment_practices.htm) or Translator Client Review [TCR] (www.tcrlist.com). Often people will feel uncomfortable blatantly saying, “This client is a problem.” You may have to look for subtler clues. Statements such as, “I had to call the owner four times before I was paid, but she was always courteous,” should tell you what you need to know. You might also call some friends or colleagues to find out if anyone has had experience with the client in question.

Beyond that, ask some questions of the client directly. A reputable concern will volunteer this type of information and welcome your questions. Listen to the answers carefully, especially to what the answers don’t tell you. If a project manager (except maybe a brand new project manager) doesn’t know the company’s payment terms off the top of his/her head, beware! If what the project manager describes is different from what the purchase order says, beware! If you hear anything remotely like, “45 days, but call me if you have any trouble and I’ll jump on them,” expect trouble!

If you decide to work with a particular client despite some concerns, keep a record of what they tell you. Keep a copy of every e-mail. You may need it later.

Your invoice should be sent out as soon as possible after submission of the job, and it should look as professional as possible. This will tell your client you’re knowledgeable, you’re organized, and you’re running a business, not a hobby. If your attorney or accountant blesses the wording, it’s a good start. Absolutely, positively, indicate when payment is expected and what the late fees are. This suggestion was offered by Rudy Heller in the Capital Translator (newsletter of the National Capital Area Chapter of ATA): “Here is a line that ...should be included in every single invoice, as it protects you in the event of a default and subsequent costly collection process: ‘Any unpaid balance over 30 days is subject to finance and collection charges.’” Rudy further advises, “When 30 days are up, we must immediately send out a statement telling the client that he is late in payment. And repeat the statement every 15 days thereafter till the account becomes current.”

There may be danger signs after a job has been submitted. Paying careful attention could nip a problem in the bud.

Let’s say, for example, you hand in a piece of work and the client tells you there are problems with it (often a prelude to withholding or reducing payment). Of course, since you take pride in your work and always try to do a first-class job, you’re likely to react by promising to do anything short of selling your firstborn to make it right. Take a deep breath. Ask questions. What is wrong? Who is dissatisfied? What has to be done to satisfy them? When? Ask in writing, or at least by e-mail. If you truly did a poor job, you may have to pay the price and learn from the experience. On the other hand, you may learn that the problems aren’t that terrible after all. Find out what changes were made to your work and, most importantly, what was actually submitted to the end client. There is nothing wrong with asking for this information. If the client is reluctant to supply this type of information, you may have a reason to question their assessment of your work. If it happens to turn out that what they submitted to the end client was essentially your work after all, they’re going to have a hard time withholding or reducing payment.

You may find that a client will pay promptly once or twice, and then slide into a disturbing pattern.
Perhaps a couple of months go by. Perhaps they pay only when they have more work for you, and then just some of what they owe. Perhaps they keep sending the work, day after day and week after week, and the checks come less and less frequently.

How you handle these situations will depend, at least in part, on your personal style and your working relationship with the client. But you may want to consider: a) polite reminders; b) using the request that you do more work for them as an opportunity to remind them about the outstanding debt; c) not accepting additional work until the debt is paid; d) requesting full or partial payment in advance for additional work; or e) negotiating a payment schedule for outstanding amounts (a positive response may be a sign of good faith). Of course, you’ll have to monitor their compliance with any such negotiated payment plan.

Perhaps they plead “cash flow problems” and ask for your patience. Well, that may very well be the case, and we all have to bend a little. No good will come of antagonizing a valued client or putting him and his staff out of business. You may be able to work out some terms.

But if they ignore those terms, if the amount of their “cash flow problem” changes drastically every time you talk to them, if the proposed payment date changes every time you follow up, if they “just changed accountants,” if “your check is in the mail” but never comes, if the person you’ve been working with for months is never around when you call—well, there are still lots of things you can do.

I like to assume, at least initially, that the problem is the result of some sort of error, and it generally is. Resend the invoice, perhaps highlighting the late payment charges. If the reminder doesn’t work, you might try mentioning that you may be forced to send the account out for collection or file a complaint with the Better Business Bureau. There are other organizations, such as The Translators and Interpreters Guild (www.ttig.org), that offer to intervene with late-paying clients on their members’ behalf. Another option would be to have your attorney call. Alerting the client that your attorney is aware of the situation may be all that’s necessary.

If things get to this point, you probably will have made a conscious decision that a continuing business relationship with this client is not possible. When you reach this stage, another option you can consider, short of sending the debt out for collection or suing, is the collection letter. If you and the client happen to be in the same jurisdiction, your attorney can send it. Otherwise, you can call the bar association in the client’s jurisdiction and request a referral to a local attorney who can write the collection letter for you.

If that fails, before you send the debt out for collection, check out several organizations that offer this service and read the fine print. The cost may be higher than you think, and I’ve always found the conditions under which collection agencies refer matters out to attorneys to be vague at best.

But perhaps the most important step we, as freelancers, can take is to work together with our professional organizations to ensure that all members—Independents, agencies, institutions, and students—adhere to the highest ethical standards. As a start, I hereby volunteer to collect readers’ additional suggestions for a future article. You can reach me at gris@erols.com.

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