



L-Università ta' Malta

Faculty of Arts

Translation, Terminology and Interpreting Studies

Doctoral Thesis

The Use of Comparable Corpora on (General) Terms and Conditions as a Pedagogical Tool in Translation Training between English and Italian

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Abstract

Legal translation is hallmarked by many peculiarities revolving around language intricacies, particular lexical phrases or formulae, and system-specificity issues. Translating a legal text entails not only finding equivalent terms or phrases from a source language to a target language, but also verifying correspondences between the source and target legal systems. The literature has long highlighted the benefits and usefulness of corpus-based approaches to legal terminology in order to discern the meanings and usages of terms in context and find possible equivalents in another language. At present, there is a spectrum of legal corpora dedicated to court-related topics and legislation, but there is no corpus composed of private legal documents such as contracts or agreements. This research project wishes to bridge this gap by providing a corpus related to the domain of (general) terms and conditions of web hosting services, together with a model for its use in the translation classroom. The subcorpora (one in British English and the other one in Italian) are created for legal translation purposes and legal translation training, as well as for legal language skills improvement and legal system specificity awareness. Terms of web hosting services are focused on in view of the increased necessity for companies and individuals to be present and sell online after the Covid-19 pandemic. The questions that this research project wishes to address are the following: 1) How and to what extent can English and Italian comparable corpora of terms and conditions of web hosting services cater for the needs of legal translators, legal translation students, legal practitioners and scholars interested in legal language? 2) Can such corpora be considered qualitatively reliable and useful to deliver accurate translations of terms of (web hosting) services? 3) Can they be used as (supplementary) language tools in translator training (and translation practice)? 4) Do they help produce translations that are accurate, native-like and that resemble authentic legal language, at least in the field tackled by the research project (i.e., web hosting services)? This research project is also aimed at teaching translation students how to find equivalent terms, phrases, legal formulae and clauses. In practice, the research project highlights how equivalent legal words, phrases and terminology can be sourced by carrying out simple and/or advanced searches in the corpora via the Sketch Engine interface, and how these can be performed in translation training. The research project also explains how similarities and discrepancies in the two legal systems can be tackled thanks to corpus analysis and the consultation of legal dictionaries, statutes and the case-law of both legal systems. The hypothesis on the usefulness of corpus searches in translator training is then corroborated through the analysis of the results of two practical sessions carried out with Master's students in Translation Studies. The research project findings

prove the usefulness and reliability of corpus consultation to source acceptable equivalents, propose authentic, or native-like, phrases, raise system-specificity awareness and deepen legal language knowledge, thus greatly improving legal translation skills.

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Introduction

Publicly available legal corpora (e.g., the BoLC, the BAILII, the BNC-Law, or the BLaRC, just to mention a few) generally address court decisions and/or legislation. On the other hand, there are currently no corpora dedicated to corporate documents such as contracts and agreements at the disposal of translators and scholars. Researchers have long lamented the lack of such databases, which are not accessible due to their private nature (Biel 2018, p. 29, Pontrandolfo 2019, p. 14). Therefore, privacy reasons and confidentiality hinder the consultation of freely available corpora consisting of private legal texts. In a fast-paced globalised era such as the current one, this has been counterproductive, as corporate documents are increasingly widespread among international law firms and businesses because of the constantly growing international (business) relations. Hence, scholars, translators and legal practitioners do not have access to any consolidated contract-based language reference tool to tap into. To some extent, European multi-language databases are easily found online and are at the disposal of academics, professionals and the public. However, the literature has often warned against the pitfalls of such language resources, especially as far as the legal field is concerned (Durán Muñoz 2012, p. 78 and 89, Genette 2016, p. 89). The major drawback lies in the system-specificity of legal language, which is mostly country-dependant.

This research project aims to bridge the current gap in a specific subsection of legal corpora and provide useful language reference tools for legal translators, students, scholars and linguists. In particular, it envisages the creation, implementation and consultation of two corpora, or databases, of English and Italian private legal texts related to web hosting services. The purpose of this research is to explore and apply them in legal translator training. To this aim, English and Italian comparable corpora of (general) terms and conditions of web hosting services have been built and uploaded to the Sketch Engine platform¹. This research focuses on verifying how the corpora can be consulted by students in Translation Studies to improve legal language skills, deliver accurate and native-like legal translations, increase legal language awareness and, possibly, foster the acknowledgement of legal system peculiarities.

As mentioned, the corpora are composed of terms pertaining to the subdomain of web hosting services. This type of private legal documents is focused on because the Covid-19 pandemic, and

¹
<https://auth.sketchengine.eu>

the related growth of online commerce, made the creation of the corpora particularly relevant. The outbreak of the coronavirus has forced many businesses, even micro-enterprises, to establish an online presence to face the challenges of lockdown measures and survive the harsh economic downturn. Hence, both legal and natural persons found themselves in a position to create and develop websites and, consequently, to sign contracts with web hosting providers. As a result, nowadays these types of documents abound on the Internet. At the same time, they are rich in legal terminology characterising many corporate documents and mirroring the legal principles of the common law and civil law traditions.

The research questions that this project wishes to address are the following:

1. How and to what extent can English and Italian comparable corpora of terms and conditions of web hosting services cater for the needs of legal translators, legal translation students, legal practitioners and scholars interested in legal language?
2. Can such corpora be considered qualitatively reliable and useful to deliver accurate translations of terms of (web hosting) services?
3. Can they be used as (supplementary) language tools in translator training (and translation practice)?
4. Do they help produce translations that are accurate, native-like and that resemble authentic legal language, at least in the field tackled by the research project (i.e., web hosting services)?

On the basis of the research questions posed above, this research project shows how to build and analyse the corpora for legal translation purposes, and how they can be consulted and used as language resources for legal language improvement, legal translator training, and to raise system-specificity awareness. The corpora are intended for academics, students in Translation Studies, translators, lawyers, legal practitioners and legal language learners. This project could pave the way for further implementations which may encompass other private legal documents and/or languages.

This research is divided into five main chapters. Given the length of some of the instances discussed, many sample phrases, clause extracts and glossaries are reported in appendices which are presented and organised on the basis of the chapter they belong to.

Chapter 1 focuses on a literature overview and outlines the reasons for and characteristics of the research project. It is divided into three parts. In the first part, it describes the usefulness of corpora and of corpus consultation for sector-based language learning, as well as for technical translator

training and translation practice. It sheds light on various types of corpora: comparable vs parallel, online vs offline, and DIY (do-it-yourself). As regards offline corpora, three ways of composition are presented: manual, automatic and semi-automatic. The chapter also expands on some limitations that relate to corpora, such as representativeness, content, and the user's acquaintance with the corpus interface or with corpus analysis techniques. It addresses the advantages and disadvantages of multilingual databases as alternative tools to corpora. It then discusses how the web may be considered a corpus and can be navigated for language learning and translation purposes, provided that advanced search techniques are applied. The second part of the first chapter deals with legal language and corpus-based legal translation. The features hallmarking the 'language of the law' are discussed in detail and the chapter also poses and answers the highly disputed question as to whether legal translators should (only) be lawyers. It dwells on *legalese*, the most archaic and intricate form of legal language, and describes its features. Also, the chapter considers the relevance of system specificity in legal translation, which makes it particularly arduous as translators must not only account for terms or words to render from a source language to a target language, but they also need to take into account the source and target legal systems of reference, and address possible mismatches. Finally, the usefulness and reliability of legal corpora for legal translations are presented. In this part of the chapter, the relevance of the size and content of legal corpora is addressed, together with the effectiveness of comparable corpora for legal translations. The third and last part of the first chapter deals with and expands on the research project: it discusses the scope of the research; the existing gap; the reasons why terms of web hosting services are focused on, and it explains why the research presents both quantitative and qualitative elements.

Chapter 2 gives a detailed account of the methods followed to build the English and Italian sub-corpora of terms and conditions of web hosting services. It also describes the translator training application, i.e., the organisation of the lessons and the students' backgrounds (in terms of knowledge of legal language and legal translation, and experience in corpus consultation).

It is divided into six sections. The first section explains in detail the reasons why manual document searches and manual corpus compilation were preferred over fully or semi-automated modes for the creation of the two corpora. The second part describes the creation of the English sub-corpus, i.e., the search strings googled to retrieve representative documents; the document 'cleaning' procedure and the webpages discarded, as well as the dimension and content of the final corpus obtained. The third part addresses the building of the Italian sub-corpus and follows the same procedures and methodologies of the first part, although it produces slightly different results. The fourth section discusses possible copyright issues arising from the corpus compilation and consultation, and how

these are tackled. In this regard, Appendix 1 reports the companies' names and websites whose terms of web hosting services are retrieved from the Internet and which compose the two sub-corpora. The fifth part describes the upload process of the sub-corpora to the Sketch Engine platform and provides practical reasons why this interface is preferred over other online or offline tools. Information on Sketch Engine corpus analysis functions are also provided in Appendix 2. The sixth section of the second chapter introduces the applications of the two sub-corpora in translator training and describes two trial lessons with students in Translation Studies. Firstly, it addresses the organisation of the first lesson: how the participants were contacted and what the first 'translation package' consisted of. The 'translation package' was sent to the participants via email and consisted of materials useful for the first lesson, i.e., a research project information letter (reported in Appendix 3), a consent form (shown in Appendix 4), the first set of clauses (described in Appendix 5), a questionnaire (a blank sample is shown in Appendix 6), and a Sketch Engine quick registration guide (reported in Appendix 7). The questionnaire aimed at assessing the participants' background knowledge of legal language as well as their experience in legal translation and corpus consultation (the related data and figures are reported in Appendix 8). The questionnaire also included questions regarding the language resources consulted by the students to translate a first set of English and Italian clauses (details on the students' language tools are described in Appendix 9). The Sketch Engine quick registration guide was sent to allow full access to the research project corpora. The first lesson was organised into two parts: the first part introduced the basic Sketch Engine functions; the second one focused on the students' shortcomings and the ways to tackle them by consulting the two sub-corpora. The basic Sketch Engine functions are summarised in a user's manual sent to the students after the first lesson (see Appendix 10). The second part of the sixth section deals with the organisation of the second lesson, during which the students translated a second set of clauses (reported in Appendix 11) by only consulting the corpora in the Sketch Engine platform and monolingual or bilingual dictionaries.

Chapter 3 provides an in-depth analysis of the differences and similarities between the common law and the civil law systems. In particular, it explores how some of the principles of the two legal traditions are mirrored in terms of web hosting services and what legal consequences they produce. Therefore, the chapter shows how to tackle discrepancies or equivalence mismatches in legal translation with the help of both corpus analysis and English and Italian statutes or case-law. To this aim, it presents and discusses in detail the relevant legal implications of some terminology and clauses composing the English and Italian terms of web hosting services. Appendix 12 reports a list of the main clauses composing the English and Italian terms of web hosting services.

The chapter is divided into several parts, each one addressing a specific clause. It starts with an introduction of the content, organisation and layout of the terms of web hosting services in both English and Italian. It tackles the clauses of the terms of web hosting services that produce specific (either similar, or different) legal effects in the two legal systems. Extracts of equivalent or apparently equivalent clauses are reported in tables and discussed in detail by highlighting their similarities or discrepancies, as well as the way to tackle them from a legal translation perspective. The Italian *codice civile* ('civil code'), judgements of the Italian *Corte di Cassazione*, the English and Welsh case-law and statutes, as well as legal dictionaries are often referred to, in support of the comparative analyses and in addition to targeted corpus-based consultation. In particular, the following clauses are touched upon: definitions and premises; headings; the parties' obligations and responsibilities; the provision of the service, price and payment; contract term and termination; confidentiality; privacy policy; intellectual property rights; limitation of liability; representations and warranties; indemnification; amendments; assignment and sub-contracting; non-solicitation; force majeure, and the so called 'boilerplate clauses', i.e. standard clauses generally written at the end of contracts. Boilerplate clauses tend to have little reference to the contract specific subject-matter, but present relevant implications from a legal perspective.

Together with clauses, some common law and civil law institutions (or codes of law) are focused on when they present recurrent issues which may give rise to mistranslations. For example, terms such as 'termination', 'cancellation' and 'withdrawal' are discussed extensively by providing several explanations sourced from the English and the Italian case-law and statutes. Also, the meanings and legal implications of 'damage', 'damages' and 'losses' are described in detail, as well as the English 'rescission' *vis-à-vis* the Italian false cognate '*rescissione*'.

Although some equivalent terminology and principles can be easily found in the two sub-corpora, as in the cases of confidentiality, intellectual property rights, privacy policy, amendments and non-solicitation clauses, this chapter warns against drawing parallelisms *tout court*. The analyses carried out, in fact, highlight that sometimes it is non-recommendable, if not impossible, to force equivalences, as the two legal systems present too many divergences in certain subject-matters. Examples in this regard are the English 'frustration', and the system of 'equity' and 'tort law'. In support of these argumentations, examples sourced from the two sub-corpora and quotations from the English and the Italian case-law are provided.

The importance of choosing a governing law and jurisdiction consistently is also discussed in the chapter. Common law principles applied in a contract ruled by Italian law could, in fact, lead to

contract avoidance or voidness, as some common law principles may not be recognised by Italian law.

The third chapter also focuses on unfair terms, which can be negotiated separately and individually according to the Italian legal system, but not according to the English one. Discrepancies in this regard (and possible mistranslations) are, hence, brought to the fore. Appendix 13 contains many instances of (near) equivalent clauses, whose legal (dis)similarities are discussed at length in the chapter.

The chapter ends with some considerations regarding the challenges legal translators are confronted with, especially when contracts mention and apply legal principles borrowed from other legal traditions.

Chapter 4 carries out language comparative analyses of the English and Italian sub-corpora and shows how it is possible to source equivalent terms, lexical phrases, legal formulae, and clauses. The chapter presents several tables reporting clause extracts with corresponding terms and phrases, as well as samples of 'real' language in use. As both sub-corpora are composed of authentic texts (i.e., they are not one the translation of the other), the terms and nomenclature contained are considered authentic in either language.

The chapter is divided into four parts. The first part is dedicated to sourcing Italian equivalents of English terms and phrases in the Italian sub-corpus. In particular, the first part focuses on the nomenclature used to refer to the parties involved, the services offered, and contract-specific terminology. As regards the parties involved, the chapter explores the ways in which the customer and the company are referred to in both languages. As concerns the services offered, noun phrases, prepositional and adverbial phrases, and verb phrases (past participles) are analysed in context and equivalents are proposed. Service-related noun phrases include, for example, 'standard form'; 'annual/yearly fee', and 'one-off charge'; service-specific prepositional and adverbial phrases include 'as is', 'with immediate effect' and 'for free'; the service-related past participles analysed are 'incurred' and 'borne'. Appendices 14, 15 and 16 provide more instances of phrases in context concerning the services provided.

The first part of the chapter also investigates the recurrent legal formulae or phrases that specifically characterise contracts and terms of web hosting services. In this respect, contract-related verb phrases, noun phrases, and prepositional and adverbial phrases are addressed. Some of the contract-

related verb phrases are the following: 'enter into'; 'acknowledge and agree', and 'have no liability'. The contract-specific noun phrases analysed are, amongst others, the following: '(contract) end', 'contract duration', and 'other rights and remedies'. Finally, the contract-based prepositional and adverbial phrases tackled are, for instance, 'indefinitely', 'with reasonable care and skill', and 'in accordance with good (industry/trade) practice'. Appendices 17 and 18 contain more detailed instances of English contract-related terminology and their Italian equivalents.

The second part of the fourth chapter is dedicated to the corpus-based translation into English of Italian legal formulae and lexical phrases related to contracts and terms of web hosting services. In order to find equivalents, the English sub-corpus is consulted. In particular, the second part addresses prepositional and adverbial phrases, noun phrases, verb phrases, adjectival phrases, gerund and present participle phrases. The contract-related prepositional and adverbial phrases explored are, amongst others: '*in capo a*' (back-translation: 'on the head of'); '*senza con ciò assumere*' (back-translation: 'without hereby assuming'), and '*al netto di*' (back-translation: 'net of'). Examples of the contract-specific noun phrases are the following: '*corrispettivo*' (back-translation: 'consideration'); '*maggior danno*' (back-translation: 'additional damage'), and '*interessi di mora*' or '*interessi moratori*' (back-translation of both: 'default interest'). Contract-related verb phrases are, for instance, '*(non poter) avanzare alcuna richiesta/pretesa*' (back-translation: 'cannot put forward any request'), and '*assumere obbligazioni di mezzo e non di risultato*' (back-translation: 'to assume obligations of actions not results). The following adjectives and adjectival phrases related to contracts are also addressed: '*esatto (adempimento)*' (back-translation: 'exact (performance)'); '*corretto e puntuale*' (back-translation: 'correct and punctual'). Finally, contract-specific gerund and past participle phrases are, amongst others, as follows: '*subiti e/o subendi*' (back-translation: 'sustained and/or being sustained'), and '*vigenti*' (back-translation: 'being in force'). Appendix 19 reports a glossary of the contract-specific formulae sourced from the Italian sub-corpus and translated into English via corpus analysis.

The third and last part of the fourth chapter explores and lists equivalent clauses in English and in Italian. Similar clauses addressing the following subject-matters or topics are tackled: relationship between the parties; conclusion of the contract; general scope of the terms of service; changes to the terms of service; customer's service competence and/or knowledge; controls over the customer's activities; customer's personal data management; customer's prohibited actions; customer's service misuse; service payment; payment of a deposit; service end and contract expiry; service suspension, and non-retrievability of customer's data. Appendix 20 shows samples of equivalent clauses divided by subject-matter.

Chapter 5 discusses a possible corpus-based translation application. To this aim, it presents trial lessons carried out with Master's students in Translation Studies. It investigates whether the English and Italian sub-corpora can be useful in translator training. Therefore, the chapter is aimed at exploring whether the corpora can be consulted effectively by translation students to help deliver accurate and native-like legal translations in either a first or a second language. For these purposes, the chapter describes two trial lessons delivered remotely. Before the first lesson, the students were prompted to translate two clauses dealing with terms of web hosting services (one from Italian into English, the other one from English into Italian). To perform their task, they could consult any language resource they felt comfortable with. Then, they were asked to submit their translations before the first lesson, in order to allow enough time for corrections. During the first lesson, they had the possibility to understand their shortcomings, tackle them and see how the clauses could be translated via corpus consultation on the Sketch Engine platform. During the second lesson, they translated two different sets of clauses (still one from Italian into English, and the other one from English into Italian). This time they could only consult the two sub-corpora and monolingual or bilingual dictionaries.

The fifth chapter is divided into four sections and focuses on the students' translations and the results obtained. The first section of the fifth chapter addresses the first clause and discusses the students' proposed translations into English; the second section still tackles the first clause, but presents the students' translations into Italian. The third section focuses on the second clause and the related students' renderings into English, whereas the fourth and last section addresses the translations into Italian of the second clause.

The students' proposed target phrases were evaluated in light of corpus evidence and on the basis of targeted Internet searches. In particular, for the translations into English, the OneCle and the LawInsider contract databases were consulted, whereas for the translations into Italian, the .gov.it Italian government and the CNEL (*Consiglio Nazionale dell'Economia e del Lavoro*, National Council for the Economy and Labour) domains were referred to. Based on the evidence obtained, the students' proposed translations were given an 'S' (satisfactory), 'I' (in need of improvements), or 'U' (unsatisfactory) mark. Sometimes, an 'S/I' mark was also given, as some equivalents could be accepted in a legal system, but not in the other one. Appendices 21 and 25 report the students' first translations into English (Appendix 21) and into Italian (Appendix 25) with the related marks; Appendices 22 and 26 the corpus-based analyses for translation purposes (translations into English, Appendix 22, and into Italian, Appendix 26); Appendices 23 and 27 the web-based searches in

support of the marks, and Appendices 24 and 28 the overall percentage values of the marks of the first translations into English (Appendix 24) and into Italian (Appendix 28). Hence, Appendices 29 and 33 show all the students' second translations into English (Appendix 29) and into Italian (Appendix 33) with the related marks; Appendices 30 and 34 the corpus-based analyses for translation purposes; Appendices 31 and 35 the web-based searches carried out to confirm or correct the students' translations, and Appendices 32 and 36 the overall percentage values of the marks of the second translations into English (Appendix 32) and into Italian (Appendix 36).

This research project is relevant and innovative as it envisages the creation and consultation of legal corpora composed of terms of web hosting services and discusses ways to tackle and translate them by developing mixed approaches to translator training. Terms of service are a specific category of contracts, and so far no legal corpora focussing on corporate documents have been the subject of extensive research (Biel 2018, p. 29, Pontrandolfo 2019, p. 14).

Aim of the research project

The aim of this research project is, hence, to build and use English-Italian comparable corpora of corporate documents (terms of web hosting services) for translator training purposes. Therefore, their usefulness and effectiveness are tested in a classroom observation study, whose organisation is outlined in Chapter 2, and whose results are described at length in Chapter 5.

This research project provides a novel contribution to the scientific community as it shows that legal corpora built by following rigorous methods can become reliable and useful tools in translator training. A prerequisite, however, is that translators are equipped with the necessary corpus consultation competences.

Corpus consultation can be carried out for legal translation purposes and it may be integrated with in-depth analyses of statutes and courts decisions. This research project aims to address the complexity of the language of the law and meet the challenges of translating texts belonging to different legal systems. It combines the fields of corpus-based translation with translator training, showing how it is possible to build and consult legal corpora for translator training purposes. It highlights the processes and rigorous procedures followed to do so, hopefully serving as a model for similar studies.

CHAPTER 1

LITERATURE REVIEW

1.1 Corpora and corpus-building

According to John Sinclair (1991), a corpus is 'a collection of naturally occurring language texts, chosen to characterize a state or variety of a language' (ibid., p. 171). Other scholars define it as a 'collection of authentic texts gathered in electronic form according to a specific set of criteria' (Bowker, Pearson 2002, p. 9). Corpora, in fact, show real language usage in context (Farr 2008, p. 36) and may serve the purpose of analysing language evolution and change over time (Cuskley et al. 2014, online). They also help notice the nuances of a second or sector-based language (McEnery, Xiao, 2010, p. 367). For these reasons, they are considered helpful in language learning and are used as a reference tool in translator training and translation practice (Bernardini 2022, pp. 490-492, O'Keeffe et al. 2007, p. 19, Zanettin 2012, pp. 77-78, see also Vigier Moreno 2016, pp. 104-110 and 2019, pp. 94-101).

Corpora are analysed and consulted by means of an interface, or platform, which generates concordance lines (Zanettin 2012, p. 9 and 14). Concordance lines are also referred to as 'concordances' (Gatto 2014, p. 23, Sinclair 1991, p. 42, Zanettin 2012, p. 143 and 2015, p. 437). Each concordance is a string of text containing the searched term, called 'node' or 'node word' (Gatto 2014, p. 24, Sinclair 1991, p. 170, Zanettin 2012, p. 124). The node word is generally shown at the centre of the text in a user-friendly way, designed to allow further language analysis (Gatto 2014, p. 24).

Corpus interfaces usually list collocations. Sinclair (1991, p. 170) defines collocations as 'the occurrence of two or more words within a short space of each other in a text'. The literature often explains collocations by quoting that butter goes rancid whereas bread goes stale if they 'go bad' (Baker 2011, p. 52, Palmer 1981, p. 77). In particular, 'rancid' collocates with 'butter', whereas 'stale' with 'bread', and not vice-versa. Therefore, collocation is concerned with the co-occurrence of lexical items or words (Clear 1993, p. 273, McEnery, Wilson 1996, p. 7).

Together with collocations, corpus platforms can show colligations. Colligation concerns the 'occurrence of a grammatical class or structural pattern with another one, or with a word or phrase'

(Sinclair 2003, p. 173). As Zanettin (2015) explains, colligational relations concern the collocation of word classes rather than simply words (*ibid.*, p. 446). According to Römer (2005), in fact, 'what collocation is on a lexical level of analysis, colligation is on a syntactic level' (*ibid.*, p. 13), as it is concerned with the co-occurrence of syntactic categories. For example, exploring noun pre- and post-modification relates to colligation, as in the case of verifying whether 'employment contract' is more frequent than 'contract of employment' (Giampieri 2018, p. 42).

Corpus consultation tools may also list lemmas. A lemma is 'a set of lexical forms having the same stem and belonging to the same major word class, differing only in inflection and/or spelling' (Francis, Kučera 1982, p. 1). In practice, a lemma is a headword, i.e., a word with its inflected forms (Anderson, Corbett 2017, p. 72). For example, if 'have' is considered a lemma, its inflected forms include 'have', 'has', 'had', and 'having' (Giampieri, Milani 2021, p. 50).

In many corpus platforms, the search for lemmas is performed by the asterisk, which can be used as a 'wildcard' character (Gatto 2014, p. 91). The wildcard character 'stands for any number of characters' (Zanettin 2012, p. 190). When used as a wildcard character, the asterisk can be written at the end of a word or portion of it to search for its inflected forms (e.g., the search for 'lap*' will provide 'lap', 'lapping', 'laps', etc., Zanettin 2012, p. 124). Furthermore, it can be written between words to search for one word (or more, if the system so allows) within a phrase. For example, the search for 'who is a * member of the' may provide a list of modifiers of 'member', such as 'founding', 'former', 'retired', etc. (Zanettin 2012, p. 57). Using the wildcard character appropriately and/or searching for a word as a lemma can lead to greater and more comprehensive results (Giampieri, Milani 2021, p. 50).

Corpora can be marked up with POS (Part of Speech) tagging (Bernardini, Ferraresi 2022, p. 216). According to this annotation function, each word is labelled on the basis of the grammatical class it belongs to (Anderson, Corbett 2017, p. 8, Gatto 2014, p. 17 and p. 33). Hence, nouns, verbs, adjectives and other grammatical words are categorised on the basis of their function.

When searching an annotated corpus, it is possible to look for grammatical words either before or after the node word or another word class. In some platforms, the search for grammatical words is quite straightforward (see, for example, the Sketch Engine platform, Kilgarriff et al. 2004). In other interfaces, users may have to develop technical skills in order to apply POS labelling (see, for example, the Leeds platform, Wilson et al. 2010, or the CORIS/CODIS corpus, Rossini Favretti 2000).

Some corpora also allow a KWIC (Key Word in Context) search (Sinclair 1991, p. 32, Zanettin 2012, p. 124, Zanettin 2015, pp. 445-446). According to this visualisation format, and depending on the software or platform used, the words in the proximity of the node word are marked in different colours. The colours may depend on either their grammatical function or their distance from the node word. In this way, the KWIC format helps notice collocations or colligations in the proximity of the node word. This is possible thanks to the colours given to the words or categories of words in the proximity of the node word, if the software or platform so allows.

Another interesting function many corpus platforms or corpus software programmes are equipped with is the possibility to list N-grams. According to Tony McEnery and Andrew Hardie (2012), N-grams are 'recurring sequences of n words' (McEnery, Hardie 2012, p. 110). N-grams are also referred to as multi-word units, clusters or lexical bundles (ibid., p. 123, see also O'Keeffe et al. 2007, p. 61). They are, in practice, recurrent sets of words which may be fragmentary, i.e., syntactically incomplete, but still linguistically meaningful (O'Keeffe et al. 2007, p. 61). Examples are 'as a result' or 'to be able to' (ibid.).

A last useful corpus option is the possibility to extract keywords. Keywords are words 'whose frequency is unusually high in comparison with some norm' (O'Keeffe et al. 2007, p. 12). They are words which are more frequent in a given corpus than in another reference corpus (McEnery, Hardie 2012, p. 245), and whose difference in frequency is 'statistically significant' (ibid.).

When a corpus platform or software is equipped with the above-mentioned functions, the results are more precise and reliable.

1.1.1 Concordancers

A concordancer is a corpus analysis tool (Zanettin 2015, p. 442). It is a software programme, or interface, which generates concordances. It can either be offline (or 'stand-alone'), or online (Zanettin 2015, p. 442). In their research, McEnery and Hardie (2012) distinguish among four 'generations of concordancers' (ibid., p. 37, also quoted in Zanettin 2015, p. 438). Addressing them in detail would go beyond the scope of this research project. However, suffice it to mention that fourth-generation concordancers are web-based, since they use a common browser as an interface (McEnery, Hardie 2012, p. 59, Zanettin 2015, p. 439). This means that they are accessible by everyone, from any personal computer. Furthermore, they are generally equipped with annotation,

lemmatisation and other linguistically relevant functions (Zanettin 2015, p. 439). Fourth-generation concordancers are particularly welcomed by researchers as they do not pose any copyright issue. As pointed out by McEnery and Hardie (2012, p. 59), in fact, these types of concordancers only allow to see a small portion of text around the node word, making it impossible to trace back or identify the original document. Therefore, these concordancers do not represent a copyright violation (ibid.).

1.2 Types of corpora

There are several types of corpora. This section tackles parallel, comparable, online, offline, and DIY corpora.

1.2.1 Parallel and comparable corpora

Parallel and comparable corpora are two different types of corpora (Sinclair 1991, p. 23). In parallel corpora, users consult source texts translated into several languages. Hence, parallel corpora are composed of source texts and the corresponding target texts (Gatto 2014, p. 16, Milizia 2010, p. 467, Zanettin 2012, pp. 152-154).

In comparable corpora, users consult original texts written in several languages dealing with the same topic and/or within the same sector. In other words, comparable corpora are composed of various sub-corpora 'created according to similar design criteria' (Fantinuoli, Zanettin 2015, p. 3).

Although the above differences may seem clear-cut, the literature highlights that such distinctions and terminology have become 'somewhat unstable' (Zanettin 2012, p. 149). Uses of parallel and comparable corpora are often combined (Bernardini, Ferraresi 2022, pp. 209-210, McEnery, Xiao 2007, p. 4) and the differences between them are not as straightforward as they previously were. A case in point are, for instance, European multilanguage databases and many corpora that are built as a result of the activity of EU Institutions (Fantinuoli, Zanettin 2015, pp. 3-4). Furthermore, some comparable corpora are argued to contain not only source texts, but also translations (ibid., p. 4). They are considered comparable as a whole, on grounds of an 'assumed similarity' of content (ibid., p. 4).

Irrespective of the type of corpora one wishes to consult, the advantages of both have been highlighted in the literature (Biel 2017, pp. 320-321, Milizia 2010, p. 467). For instance, they are beneficial when addressing complex technical texts (Fantinuoli, Zanettin 2015, pp. 8-9, Zanettin

2002a, pp. 10-11) and in order to cope with translation time constraints (Rura et al. 2008, p. 1).

Comparable corpora help 'raise awareness of TL [target language] conventions' (Biel 2010, p. 13) and develop critical thinking (Biel 2017, pp. 326-332). They are also claimed to be valuable when correcting and revising draft translations (Laursen, Pellón 2012, pp. 54-59). Laursen and Pellón (2012) posit that comparable corpora are helpful to develop the users' awareness of specific language (ibid., p. 66). Mitkov (2016) provides instances of how it is possible to extract multi-word expressions (and their related translations) from comparable corpora without using dictionaries or translation memories (ibid., pp. 289-293). Parallel corpora are also reported to help users, especially translators. For example, they allow the user to notice past translation choices (Zanettin 2002a, p. 11 and 2015, p. 441) and identify acceptable translation candidates (Moze, Krek 2019, p. 110). In this respect, Prieto Ramos (2020) argues that corpora of parallel texts are very practical for terminological decision-making (ibid., p. 278-279). Frankenberg-Garcia (2019) also reports the beneficial use of parallel corpora when splitting or joining sentences in translation practice (ibid., p. 1).

In light of the above, it can be argued that parallel and comparable corpora enhance translation skills and sector language learning.

1.2.2 Online corpora

Online corpora are ready-to-use collections of texts which are explored by means of an online interface (see, for example, the corpora mentioned in the works by Pastor, Alcina 2009, pp. 14-15, Pontrandolfo 2012, pp. 123-133, and Vogel et al. 2018, p. 1351). Two of the most renowned online corpora are the Corpus of Contemporary American English (the COCA, Davies 2008) and the British National Corpus (the BNC, Davies 2004). The Sketch Engine is another well-known platform (Kilgarriff et al. 2004). It is a service that contains various types of corpus software, both for corpus construction and corpus analysis, as well as several pre-loaded corpora (including, for instance, the BNC).

Online corpus users need to be acquainted with specific search syntax in order to run queries and obtain insightful results. However, many online corpus platforms or corpus software programmes present similar search syntax. Therefore, once users are acquainted with corpus analysis techniques, they should be able to look for words and obtain useful results in almost any online corpus interface. All the above-mentioned corpus platforms or software solutions, in fact, present similar

search methodologies. Dealing with the features and characteristics of these platforms or software would go beyond the scope of this research project; therefore, they are not addressed any further.

Despite the many advantages offered by corpus platforms or corpus software, the literature also discusses their drawbacks. For example, it is reported that online (general) corpora may not always address specific sectors or fields (Bowker, Pearson 2002, pp. 46-47, Gallego-Hernández 2015, p. 376, Zanettin 2002b, pp. 240-241 and 2015, pp. 439-440). Their usefulness and representativeness², in fact, might be compromised (Biber 1993, pp. 243-244, McEnery et al. 2006, pp. 19-21). For instance, Frankenberg-Garcia (2015) highlights that a general (online) corpus would not help students find relevant and consistent collocations of very specific words such as 'microwave' in a scientifically-based field (ibid., p. 372).

1.2.3 Offline corpora

Both online and offline corpora can be created by the user. However, online corpora, as their noun suggests, are saved and consulted online, whereas offline corpora are saved on a computer (generally the user's) and consulted via specific software, without accessing the Internet. Such *ad hoc* software programmes are named 'concordancers' (Bernardini, Ferraresi 2022, p. 207, Gatto 2014, p. 18, Zanettin 2015, pp. 438-439). Offline concordancers, like online corpus platforms, generate concordance lines and collocations; they may be equipped with a KWIC visualisation format, POS tagging and/or lemmatisation. Examples of concordancers are AntConc (Anthony 2022) and TextSTAT (Hüning 2008).

Offline corpora can be '*ad hoc*' (Vigier Moreno 2016, p. 100, Zanettin 2002b, p. 239); 'on the fly' (Gallego-Hernández 2015, p. 376); 'DIY' (do-it-yourself) (Zanettin 2002b, p. 239 and 2015, p. 440), and 'disposable' (Zanettin 2002b, p. 242) as they are disposed of once a project is over.

1.2.4 DIY corpora

In technical translation, DIY (do-it-yourself) corpora are argued to be particularly useful resources (Frankenberg-Garcia 2015, p. 371, Zanettin 2015, pp. 440-441). A DIY corpus can either be built and/or consulted online or offline, and is composed and analysed by its user (Zanettin 2015, p. 440). Since it is generally created for sector-based translations and/or specific language purposes (Biel

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Corpus representativeness is addressed in a later section.

2018, p. 29), it tends to be small and is created rather quickly (*ibid.*), only to be normally disposed of once the project is over (Varantola 2002, pp. 185-186).

1.2.4.1. Advantages and disadvantages of DIY corpora

As already mentioned, DIY corpora have the advantage of being built for specific projects as they address *ad hoc* sector language needs. Online DIY corpora can be uploaded to a specific web interface, such as the Sketch Engine for consultation and/or later integration. Offline DIY corpora have the obvious advantage of being consulted offline. This means that, once composed, they are not Internet-dependent; they can be analysed without accessing the web, as long as the user always has them available.

Both online and offline DIY corpora are considered useful and rewarding in the long run, as they can be integrated over time (Aston 2009, p. ix-x, Varantola 2002, p. 185). For these reasons, they are a valuable reference tool for technical and/or in-house translators (Gallego-Hernández 2015, p. 379, Wilkinson 2006, online), as well as for those who wish to deepen their knowledge of sector-specific language, or work within a specific field or for the same clients (Zaretskaya et al. 2016, p. 264). Nevertheless, in order to enjoy the advantages of both offline and online corpora, users must be computer literate. In addition, DIY corpus users must first compile a corpus before analysing it.

In order to create a DIY corpus, it is necessary to know how to source relevant and reliable documentation from the web (Frankenberg-Garcia 2015, p. 371, Vigier Moreno 2019, pp. 98-99, Vigier Moreno, Sánchez Ramos 2017, pp. 262-263). In this regard, sourcing pertinent documents and suitable parallel texts on the Internet is not an easy task (Marín 2017, p. 21, Vigier Moreno, Sánchez Ramos 2017, pp. 262-263). The literature warns against the pitfalls of web surfing for document retrieval (Sánchez-Gijón 2009, pp. 113-114). Online documentation tends to be 'of doubtful quality' (Sánchez-Gijón 2009, p. 114) regarding language usage and subject matters (*ibid.*). For these reasons, it is claimed that sourcing parallel texts from the Internet and composing corpora is time-consuming (Aston 2009, pp. ix-x, Frankenberg-Garcia 2015, p. 377, Zanettin 2002b, p. 245). Scholars who carried out research and trial lessons report that building a corpus is perceived as daunting by those with little experience (see Bianchi 2012, p. 36, Frankenberg-Garcia 2015, pp. 375-377).

In light of the above, users need not only corpus consultation skills, but also corpus compilation competences (Zanettin 2015, p. 441). In this respect, Varantola (2014) provides a detailed list of

competences that should be developed in order to first build, and then consult a corpus (ibid., pp. 69-70). Such duality of approaches is often mirrored in translator training programmes. According to a first approach, namely 'corpus use for learning to translate' (Beeby et al. 2009, p. 1), the lecturer pre-compiles a corpus which is then consulted by students. In this way, students learn how to 'navigate' the corpus (Zanettin 2001, p. 179) and develop analytical skills. Thanks to corpus analysis, they also explore and evaluate hypotheses about a second or technical language (Zanettin 2014, p. 187). Therefore, learning becomes a discovery process (ibid., p. 187). According to the second approach, namely 'learning corpus use to translate' (Beeby et al. 2009, p. 1), students compose their own corpus and consult it afterwards. This means that they do not only develop corpus analysis skills, but also corpus compilation competences. The first approach is evidently less time-consuming, whereas the second is more thorough and comprehensive, as it develops students' autonomous learning (Vigier Moreno 2019, p. 95). Their learning process, in fact, shifts from 'teacher-centredness' to 'student-centredness' (Vigier Moreno 2019, p. 95). Nonetheless, the second approach may be perceived as 'overwhelming' by some users and it could 'distract' them if they are too inexperienced (Giampieri 2020, p. 46). For this reason, the literature often highlights the importance of providing comprehensive training to corpus users (Frankenberg-Garcia 2015, pp. 376-377, Giampieri, Milani 2021, p. 58, Vigier Moreno 2019, p. 101).

Given the above, composing a corpus requires attention and utmost care, as well as knowledge of the subject matter (Giampieri 2020, p. 47). However, as highlighted on the previous pages, the difficulties encountered at the beginning are greatly outnumbered by the advantages of consulting a specialised corpus in the long run.

For example, an advantage of compiling DIY corpora, as well as offline corpora in general, lies in the fact that technical language does not need a large corpus to be represented (Williams 1999, p. 516, Zanettin 2015, pp. 439-440). Therefore, the painstaking retrieval of online parallel texts (Aston 2009, pp. ix-x, Zanettin 2002b, p. 245) is not a long process to cope with. *Ad hoc* DIY corpora (and *ad hoc* offline corpora) reach a 'saturation point' (Jensen et al. 2012, p. 24, see also the work by Marín 2017, pp. 24-25) beyond which additional documents do not add any new content or meaning (Jensen et al. 2012, p. 24).

1.3 Corpora for translator training and translation practice

Research has highlighted the benefits of corpus consultation in language teaching (Cappelli 2016, p. 34, O'Keefe et al. 2007, pp. 31-57), as well as in translator training and translation practice

(Anderson, Corbett 2017, p. 8, Frankenberg-Garcia 2015, pp. 375-377, Zanettin 2012, pp. 200-202). The literature, in fact, abounds with works dedicated to corpus-based studies for technical translations. In this respect, Varantola (2014) posits that 'modern translation competence also includes corpus linguistic knowledge' (ibid., p. 69). Frankenberg-Garcia (2015) claims that corpora are useful for both novice and experienced translators as they help cope with technical or unfamiliar terminology (ibid., p. 352). In his work, Zanettin (2001, pp. 177-178) argues that a corpus of journal articles can be consulted to deliver accurate, native-like translation work. Stewart (2012) finds that students in Translation Studies can consult the COCA (Corpus of Contemporary American English, implemented by Davies 2008) to cope with the difficulties of translating tourism texts into a second language (ibid., pp. 13-17). Pavesi (2014, p. 29) builds and addresses a corpus of film scripts (in original and translated versions) in order to study how the language of films has evolved over time. Business correspondence, and in particular business letters and emails, are also tackled by linguists and scholars (see the Enron database, Mautner, Rainer 2015). The field of medicine is addressed extensively (O'Neill 1998, p. 69) (see the UFAL corpus <https://ufal.mff.cuni.cz> and the recent SketchEngine Covid-19 open research corpus <https://app.sketchengine.eu>) (Wang et al. 2020). As far as the legal field is concerned, Biel (2017, p. 323), Milizia (2010, p. 467), Vigier Moreno (2016, pp. 110-111 and 2019, p. 101), and Vigier Moreno and Sánchez Ramos (2017, p. 271) report the usefulness of corpus consultation in both legal translator training and translation practice. For example, in her research paper, Biel (2017) proposes two approaches: corpus consultation to translate, and corpus study to reflect on the translation process (ibid., p. 316). In their trial lesson with translators and lawyers, Giampieri and Milani (2021, pp. 58-60) highlight how online legal corpora can be queried in order to fine-grain legal terminology search and find acceptable translation options.

Given that translating into a foreign language is nowadays accepted (Stewart 2012, p. 9), corpora serve the specific purpose of increasing the translator's self-confidence (Vigier Moreno 2019, p. 101) and 'make more informed translation decisions' (Vigier Moreno 2016, p. 104). Hence, they are increasingly consulted together with standard translation tools, such as dictionaries, both in the classroom and in translation practice (Frankenberg-Garcia 2015, p. 352, Prieto Ramos 2020, p. 280, Zanettin 2014, p. 179).

1.3.1 Corpora as pedagogical tools in specialised translation

With regard to the use of corpora as pedagogical tools in the translator training classroom, Machniewski (2006) suggests three different areas where corpora can be successfully applied. Firstly, parallel corpora allow users to understand how professional translators address certain

translation issues, whereas comparable corpora help pinpoint the differences between the language of the source texts. Secondly, both parallel and comparable corpora develop translation skills, and help to reduce the interference of the translators' first language in cases where they translate into a second language (see also Granger 2003, p. 19). Thirdly, they can be valuable tools, especially in the translation revision process.

In their comprehensive study, Anne O’Keeffe and Michael McCarthy (2022) explore the many applications and implications that corpora can have in language teaching and learning; among others, there are chapters dedicated to translation (*ibid.*, pp. 485-498), grammar teaching materials (*ibid.*, pp. 358-370), and second language acquisition (*ibid.*, pp. 328-340). Their study is relevant because it pinpoints the several areas where corpora can be beneficial. In this respect, Römer (2022) investigates the phraseological elements of language and shows the relevance of studying its patterned nature for pedagogical purposes (*ibid.*, p. 233). To do so, she refers to a set of case studies based on phraseology searches in corpora (*ibid.*, pp. 235-242). In her observations, she finds that simple fixed formulaic phrases progress to more abstract ones as learners' proficiency increases. An example in this regard is the phrase 'make a decision' which, at a more advanced level, becomes 'make the right decision', or 'make certain decisions' (*ibid.*, p. 238). Corpora, hence, are crucial tools that learners (and translators) can use to become fluent in a second language.

Kübler (2003) analyses several types of corpora in the translation of specialised texts. In particular, the author carries out observation studies with undergraduate and post-graduate students (*ibid.*, pp. 26-27) and prompts them to create term bases in various areas, such as astronomy, gastronomy, computer science, etc. (*ibid.*, p. 27). The main objective of Kübler's (2003) analysis is to let learners create and consult specialised corpora in varied subject areas. In the findings, the author posits that if specialised corpora help compose bilingual glossaries and term bases, general corpora are useful to verify and understand how specialised (or sector-based) a term is (*ibid.*, p. 41). Also, learning how to compose and consult corpora can equip students with the technological skills that are necessary in sectoral translation (*ibid.*, p. 42).

For these reasons, corpus analysis is a technique that is increasingly taught in academic settings (see Rodríguez Inés 2010, Zanettin et al. 2014, Frankenberg-Garcia 2015). Zanettin (2015), in fact, posits that specialised corpora provide details on the lexical, syntactic and rhetorical aspects of a text type or genre (*ibid.*, p. 441). Hence, Gavioli and Zanettin (2000) remark that corpora are useful when addressing phraseology in the medical field. In technical and medical translator training, for example, corpora are considered useful (see Sánchez Cárdenas Faber 2016, Hoste et al. 2019),

because, among others, corpus analysis increases students' confidence (Vigier Moreno 2019, p. 101). Pan (2021) carried out an assessment of trainees' corpus-based translations in the medical field. The author found that corpus analysis helps develop critical thinking as well as the students' awareness of medical terminology (ibid., pp. 278-279). In particular, specialised corpora let trainees self- and peer-monitor their work, as well as reflect on their translation choices (ibid., p. 279). According to Laviosa (2002), corpora help sharpen students' awareness 'of the nature of translation as a particular type of mediation' (Laviosa 2002, p. 107), as they allow users to develop a critical approach to possible 'translational solutions' (Laviosa 2002, p. 108), also through contrastive analyses (Pan 2021, p. 279).

As far as the tourism sector is concerned, as previously mentioned, Stewart (2012) shows how students can overcome their translation difficulties by consulting the COCA (Davies 2008) and online dictionaries (ibid., pp. 13-17). In particular, some of the students' recurrent shortcomings revolve around false cognates, influences from their L1, (wrong) usages of words in context, and (in)frequent collocations (ibid.). In these cases, corpora help dispel doubts about the best translation options. Gandin (2016) discusses the benefits of consulting both parallel and monolingual corpora for translation purposes in the tourism sector (ibid., p. 68). In particular, the author posits that thanks to corpora, it is possible to notice the nuances of the language of tourism and its peculiar writing conventions (ibid., p. 69).

In culinary arts, Esbrí Blasco (2015) reports the findings of students' corpus-based (and non-corpus-based) learning activities related to the cooking domain. To this aim, she explored lexical items and metaphorical expressions related to culinary actions, food odours, tastes, appearance and texture; dairy products, vegetables, meat, seasonings, cooking utensils, kitchen utensils and tableware (ibid., p. 74). In her conclusions, the author finds that, amongst others, corpora are useful in teaching specific lexical items as well as a second language structure and use (ibid., p. 75). For these reasons, cognitive linguistic methods should be integrated in the traditional second language classroom, as they foster the comprehension and retention of specific terminology in the long run (ibid., p. 75). Hence, it can be posited that such benefits can also improve translators' skills.

With regard to the financial sector, Xing (2022) carried out an observation study on undergraduate students. The author assessed the quality and speed of both corpus-based and non-corpus-based financial translations (ibid., pp. 9-10). The paper's findings show the significant difference in the performance of the two groups of students, where those consulting a financial corpus clearly outperformed the others. It is argued that corpus consultation improves the students' learning of

sector-based language. Also, corpus analysis standardises translators' behavioural patterns, and, hence, it is an effective way to improve students' translation competences (*ibid.*, p. 11). The Hong Kong Financial Services Corpus (HKFSC) is another interesting example of a sectoral corpus that can be used for pedagogical purposes. It was developed by the Research Centre for Professional Communication in English of The Hong Kong Polytechnic University. It comprehends texts related to the financial services offered in Hong Kong. Several scholars have based their studies and research on this corpus (see Cheng, Leung 2012, Li, Qian 2010). Cheng and Leung (2012), for example, explore the different phraseological variations (e.g., n-grams) in the financial and engineering sectors (*ibid.*, pp. 624-634). To do so, they consult the HKFSC (Hong Kong Financial Services Corpus) and the HKEC (Hong Kong Engineering Corpus). In their findings, they draw interesting implications for pedagogical purposes, especially when addressing phraseological variation (*ibid.*, p. 634). In the same way, Li and Qian (2010) consult the HKFSC to create word lists that can be exploited in the second language classroom.

As mentioned, in the field of engineering, the Hong Kong Polytechnic University implemented the Hong Kong Engineering Corpus (HKEC) to benefit engineering academics, students and professionals. The HKEC is aimed at helping users learn the language of the engineering field, with a particular focus on the patterns of usage of technical words and phrases. Thanks to its usefulness, several scholars have referred to and applied the HKEC for teaching purposes (see Cheng, Leung 2012, Radina et al. 2019). Radina et al. (2019), for example, identified frequently used lexical verbs in written engineering texts; they determined whether such verbs are relevant in the engineering industry, and, hence, whether they are technical or non-technical. To do so, they explored whether such recurrent verbs are mentioned in the HKEC (*ibid.*, pp. 464-470). Winder et al. (2017) composed and assessed an annotated corpus of learner English which provides writing support for first-year students in Engineering. The corpus is aimed at creating an automated system which gives feedback on students' writing before they submit assignments for marking. In particular, the authors developed a learner error tag set with 53 different tags based on the students' most frequent errors (*ibid.*, pp. 2-4). In this way, the students' autonomous learning and critical awareness in error detection and correction are fostered (*ibid.*, p. 7).

The world of business correspondence is investigated thanks to the Enron corpus (Mautner, Rainer 2015). Enron is the largest corpus of authentic emails written by the senior managers of the Enron company in the years 2000s. Enron was involved in a fraud scandal and its data were made publicly available. Given the authenticity of the language of this corpus, Siricharoen and Wijitsopon (2020) undertake a comparative analysis of the lexical bundles used in the Enron corpus. Examples are

expressions such as 'let me know', 'keep in touch', 'by the end of the', or 'in the near future' (ibid., 57-63). The pedagogical implications of their study are manifold. On the one hand, the high frequency of lexical bundles in business correspondence highlights the importance of teaching them; on the other hand, business multi-words could be studied in terms of form and function to help students write business correspondence more effectively and naturally (ibid., p. 54). As far as the translator training aspect is concerned, there are varied approaches that can be followed by consulting the Enron database; Giampieri and Labruzzo Foreshaw describe some (2021, pp. 111-115). For example, they propose translating business emails from Italian into English by consulting the Enron corpus.

As far as audiovisual translation is concerned, a milestone is represented by the Pavia Corpus of Film Dialogue (PCFD, Pavesi 2005 and 2014). It is a parallel and comparable corpus composed of original films in both Italian and English, together with the dubbed versions into Italian of the latter. The corpus was compiled by the University of Pavia (Italy) to analyse original and translated film dialogues. So far, many papers have been written by drawing on this corpus for linguistic, translation and pedagogical purposes (see Bruti 2009, Freddi 2012, Pavesi 2014). Other studies focus on DIY corpora of films. Wood-Borque (2022), for example, created a corpus of films on the basis of the students' preferences that the author surveyed (ibid., p. 133). The aim of this study was not only to foster students' participation in ESL classes (Wood-Borque 2022, p. 135), but also to enhance comprehension and, hence, language skills (ibid.). In this way, translation skills are also developed.

As concerns the legal sector, an entire section will be dedicated to corpora for legal translation (see § 1.6.3).

1.4 Corpus Limitations

As argued on the previous pages, corpora can bring manifold advantages for both the translator and the sector language learner. Nonetheless, they have some weaknesses, which have been discussed at length by scholars.

1.4.1 Representativeness

The most debated issue revolves around corpus representativeness. A corpus is defined as 'representative' when it sufficiently mirrors its genre or sub-genre (Bernardini, Ferraresi 2022, p.

208, Biber 1993, p. 243, McEnery et al. 2006, pp. 4-5). One may argue that the larger the corpus, the more representative it is. However, this is not necessarily true. As argued before, in fact, offline corpora tend to reach a 'saturation point' (Jensen et al. 2012, p. 24) beyond which any additional text does not add new words or significant meaning to the corpus (ibid., p. 24). This corroborates the fact that the texts compiling an offline and a DIY corpus must be carefully selected. Therefore, another weakness (or challenge) lies in the document selection process itself which, as explained above, must be very precise and to the point.

1.4.2 Corpus content

Another undesirable aspect of corpora revolves around the fact that a corpus 'can only tell us what is or is not present' in it (Bennet 2010, p. 3). Consequently, 'conclusions about language drawn from a corpus have to be treated as deductions, not as facts' (Hunston 2002, p. 23). This is strictly connected with corpus representativeness. The more representative the corpus, the more chances there are for the user to find relevant information and meaningful, consistent results.

1.4.3 Contextualisation

By consulting a specialised corpus, users are more likely to find contexts specific to the special domain or sector in question, whereas by consulting a general corpus, they are likely to find a wider range of contexts, hence a wider range of contextualised, 'general' meanings. Therefore, in translator training and translation practice, specialised corpora are helpful and insightful in order to understand specific word usages in a given passage. In the work by Milizia (2010, pp. 468-473), for example, sector-based terms, lexical phrases and word meanings are disambiguated thanks to corpus consultation. Also, in her research paper, Giampieri (2021, pp. 5-6) explores how and to what extent corpus analysis can compensate for the lack of knowledge of sector-specific language. In particular, the analysis of word usages in context allows translation students to choose the best translation options (Giampieri 2021, p. 17). In another paper (Giampieri and Milani 2021, pp. 55-56), the authors argue that exploring word usages in online legal corpora helps lawyers and professional translators dispel doubts.

1.4.4 Users' lack of experience or knowledge

Another limitation concerning corpus-driven studies and corpus-based translation is the fact that corpus analysis is not a widespread practice. Corpora are often unknown to trainers, scholars,

students and translators (Frankenberg-Garcia 2015, pp. 353-354, Gallego-Hernández 2015, p. 381, Gutiérrez Florido et al. 2016, pp. 245-250, Mikhailov 2022, pp. 238-239). This is argued in the research papers by Biel (2018, pp. 27-28); Giampieri and Milani (2021, p. 58); Vigier Moreno (2019, pp. 95- 97), and Zaretskaya et al. (2016, pp. 263-264). According to some scholars, '[c]orpora and related tools appeared to be the least popular technologies' among translators (Zaretskaya et al. 2016, p. 263). Mikhailov (2022) posits that 'the main obstacle to their becoming a standard tool for translators is currently the inertia of both the industry and universities' (ibid., p. 224). To reverse this situation, scholars and lecturers should keep on deepening their research activities in corpus-driven teaching and translation.

1.4.5 Terminological and Multilingual databases as alternatives

Given the drawbacks and limitations of using and consulting corpora, some scholars suggest resorting to terminological databases (Frankenberg-Garcia 2015, p. 354, Prieto Ramos, Orozco Jutorán 2015, p. 110) and/or multilingual European terminological resources (Killman 2017, p. 861). Others, however, report that the multilanguage databases or multilingual resources found online are not always reliable (Durán Muñoz 2012, p. 78, Giampieri, Milani 2021, pp. 56-57). Marie Genette (2016), for example, argues that online terminological databases should only be consulted by proficient users of the languages and of the field in question to identify mistakes and be able to question the translations proposed (ibid., p. 82). Durán Muñoz (2012), moreover, posits that even terminological resources implemented by institutions and/or field experts do not always fulfil translators' needs (ibid., p. 89). Therefore, the researcher believes that corpora are highly valuable and reliable language resources. Perhaps, they could be used in conjunction with other tools to compensate for their shortcomings (Bowker, Pearson 2002, p. 14, Frankenberg-Garcia 2015, p. 374, Jensen et al. 2012, p. 21).

1.5 The web as corpus

There are many reasons why the use of the web as corpus has been harshly criticised by scholars but, at the same time, it has also been praised.

1.5.1 Disadvantages of the web as corpus

Some linguists consider the web as an 'open-ended repository' (Zanettin 2015, p. 442), whereas others as a 'gargantuan, inexhaustible entity' (Gatto 2014, p. 2) whose search results are 'ranked according to algorithms which escape the user's control' (ibid., p. 75). For example, search and display functions of general search engines such as Google are not completely controlled by the user (Zanettin 2015, p. 442 and 445). Results are not displayed in a manner which allows further linguistic analysis (Gatto 2014, p. 75, Zanettin 2015, p. 445), because standard search engines find 'contents, not linguistic forms' (Ferraresi 2009, online). Hence, Google is defined as a 'poor concordancer' (Sharoff 2006, p. 64) as '[i]t provides only limited context for results of queries' and is not useful for 'linguistically complex queries' (ibid). There is also an inconsiderate number of duplicates, and results are unstable (Zanettin 2018, online), given that information changes rapidly and new data is added constantly (Hoenen et al. 2020, p. 89). In commercial search engines there is neither lemmatisation, nor POS tagging; there are limits on the number of queries, and results are for pages, not for instances (Kilgarriff 2007, p. 147). Furthermore, web information and documents are often misspelt, inaccurate and/or influenced by non-native speakers' mistakes (Gatto 2014, p. 43). Hence, 'Googleology is bad science' (Kilgarriff 2007, p. 147) and the web should not be approached too naively if one wishes to carry out linguistic or terminological research for academic or professional purposes. For example, 'webidence' (Gatto 2014, p. 87), i.e., the process by which search results are considered 'as a source of evidence of 'attested usage'' (ibid.), should be addressed mindfully. It is reported, instead, that many web surfers search for words impulsively (Sánchez-Gijón 2009, p. 114). In this way, inexperienced users may be led astray by inconsistent or incorrect results (Gatto 2014, p. 79). This often happens, for example, when students refer to automatically translated web pages, without bothering to check them for language accuracy.

1.5.2 Advantages of the web as corpus

Despite the criticism presented above, the usefulness of the web as corpus is indisputable for many reasons (Gatto 2014, p. 74). The first one is its authenticity; the web is an endless resource of authentic texts, which is of paramount importance in second language learning or teaching (ibid., p. 74), as well as in translator training and translation practice (Cirillo 2018, online). Secondly, and most importantly, the web has now become the primary source of documentation either when translating texts (see the survey by Prieto Ramos 2020, pp. 281-283), or when composing corpora (Hoenen et al. 2020, pp. 92-94, Zanettin 2012, pp. 61-62; see also the trial lessons by Cirillo 2018, online, Vigier Moreno 2019, pp. 94-101). In this respect, the literature argues that translators

constantly use web-based resources (Gallego-Hernández 2015, p. 381, Prieto Ramos 2020, p. 281-283) and consult the web to search for translation candidates (Enríquez Raído 2014, pp. 22-23).

1.5.3 Advanced search techniques

In light of the drawbacks, but also of the advantages of the web as a language resource, scholars suggest surfing the Internet cautiously and applying advanced search techniques (Corpas Pastor, Seghiri 2009, pp. 83-84, Gatto 2014, p. 84, Krüger 2012, pp. 515-518, Zanettin 2012, pp. 57-58).

Firstly, they advise using double quotation marks in order to search for specific phrases or expressions on Google. For example, the query “*contract termination*” retrieves pages with these words in this exact order (Giampieri 2018, p. 39). The use of the asterisk allows users to search for any unspecified word within a phrase (Gatto 2014, p. 91, Krüger 2012, p. 519, Zanettin 2012, p. 57 and p. 124, Zanettin 2018, online), especially if quotation marks are applied. For instance, to retrieve and understand the verbs that collocate with 'agreement', it is possible to search for “*to * an agreement*” (Giampieri 2019, p. 114). In this way, the web can be used for collocational and colligational searches. However, it should be reminded that in Google the asterisk represents any word or combination of words; hence, some 'noise' may be present. The Boolean OR operator is triggered by the word OR, or by the | symbol, and the NOT operator by the – symbol. Domain restrictions are applied by using the command *site:*. In this way, influences from non-native speaking contexts are eschewed and searches can be narrowed down. For example, as far as the legal field is concerned, the search for “** virtue **” *site:justice.gov.uk* helps find *by virtue of*, which is a formulaic expression (or multi-word, O'Keeffe et al. 2007, p. 63) used in legal texts. Unwanted domains can be ruled out by writing *-site:* before the specific domain. It is also possible to narrow down the search to a specific file type with the *filetype:* command. Pdf files, for example, are generally considered more authoritative and reliable than web pages or other document types (Gatto 2014, p. 153). Therefore, if the command *filetype:pdf* is written in the search field of a commercial search engine such as Google, pdf documents are obtained.

In practice, advanced search techniques offer the possibility to carry out 'pattern searches' (Zanettin 2018, online), as opposed to pure content or single word(s) retrievals (ibid.). Furthermore, advanced searches can be useful in translator training and translation practice in order to revise translated texts (ibid.).

1.5.4 Composing an offline corpus: manual vs automatic search

Once the advantages and drawbacks of the web as corpus are taken into consideration, it is possible to use the web for document retrieval, i.e., as a source for DIY corpora. First of all, however, surfers should be warned against 'cognitive overload' (Sánchez-Gijón 2009, p. 114), which occurs when they perform unlimited searches because every new hit seems to provide an answer to their translation issues (*ibid.*). In this respect, translators should remember that specialised corpora 'can be quite limited and still enjoy terminological representativeness' (Jensen et al. 2012, p. 24). Hence, depending on the translation project, it is likely that even small corpora can provide insightful results and help cope with the challenges of specialised texts (Vigier Moreno, Sánchez Ramos 2017, p. 263, see also the trial lesson by Cirillo 2018, online).

1.5.4.1 Manual corpus compilation

Manual corpus compilation (Zanettin 2012, pp. 69) is obviously the most time-consuming process (Gatto 2014, p. 138, Zaretskaya et al. 2016, p. 264 and p. 267). However, it is also very precise and accurate. The user must, in fact, select each and every document from the web (Corpas Pastor, Seghiri 2009, p. 85). Advanced search techniques should be applied in order to find relevant and representative parallel texts (Gallego-Hernández 2016, pp. 178-180) and eschew unrepresentative documents. As with all technical translations, knowledge of the field is a pre-requisite (Byrne 2006, pp. 5-6), otherwise it would not be possible to appreciate the differences in the documents retrieved, analyse their content critically and assess their reliability.

According to the literature, the texts composing a corpus should be between 10 and 50 (i.e., 5,000 – 40,000 words) (Zanettin 2002b, p. 244). In the research study by Cirillo (2018, online) a dozen documents sufficed (10,000 words approximately). For her corpus-based analysis of land contracts, Dani (2019) compiled English and Italian comparable corpora with 10 documents each (21,900 words in the English, and 17,820 in the Italian) (*ibid.*, p. 26). Giampieri (2021, p. 12) proposed a corpus of approximately 50 texts (nearly 19,000 words), which helped students dispel doubts, understand word usages in context and deliver a legal translation assignment satisfactorily (*ibid.*, pp. 21-22).

Once enough documents are downloaded from the web, they must be converted to text-only format for offline consultation, because some offline concordancers can only address files in txt format

(Corpas Pastor, Seghiri 2009, p. 85, Gatto 2014, p. 16, Zanettin 2012, p. 111). Text conversion can be performed manually, or by using dedicated software. Once all texts are converted, the corpus is ready and can be consulted via an offline concordancer such as AntConc (see the trial lesson by Vigier Moreno 2019, p. 98), or TextSTAT (see the case study by Cirillo 2018, online). Addressing offline concordancers goes beyond the scope of this research project, therefore they are not dealt with any further.

In other cases, documents can be uploaded to online interfaces, such as the Sketch Engine platform, and consulted there (see the trial lesson by Gallego-Hernández 2016, pp. 182-185). This makes the process easier and shorter, as no document conversion is required.

1.5.4.2 Automatic or semi-automatic corpus compilation

There are software programmes that allow users to build DIY corpora in a matter of seconds, depending on the Internet connection speed. One of these software solutions is BootCaT (Baroni, Bernardini 2004). BootCaT performs an automatic construction of a corpus by inserting a few keywords (called 'seeds'). The seeds are combined together to form tuples (which are, hence, combinations of seeds). Tuples are searched on the web and documents (and webpages) containing them are downloaded and converted into txt format. It is possible to restrict the search to a specific domain and/or to a precise document type. In this way, Internet data can be particularly accurate.

BootCaT also allows the user to build a corpus semi-automatically. This is helpful if the keywords are few and/or the search is focused on a set of web domains. With BootCaT semi-automatic search, users are firstly asked to manually save web results pages in html format, then to upload them to the system. Afterwards, the documents are converted into text files which are saved automatically in a separate folder.

All BootCaT-created corpora can be consulted by means of an offline concordancer such as AntConc, or can be uploaded to online platforms for consultation such as the Sketch Engine interface.

Sketch Engine allows users to build a corpus automatically or manually. The two functions can be combined. A corpus is composed automatically by inputting a set of keywords in the system. In this way, the corpus is built on its own and is consulted via the online platform, in the user's area. Alternatively, as previously described, the user can upload self-retrieved files to the system and

enjoy the user-friendly platform to consult the DIY corpus, always by accessing the user's area of the Sketch Engine platform (Mikhailov 2022, p. 236; see the trial lesson carried out by Gallego-Hernández 2016, pp. 182-185).

1.6 Legal Language

Legal language is considered difficult, archaic, formulaic and pedantic (Bhatia 1997, pp. 208-210, Tiersma 1999, pp. 203-210, Tiersma, Solan 2012, p. 32, Williams 2004, p. 112). For this reason, it is perceived as a difficult technical language, which has to be grappled with by translators, lawyers, scholars and alike.

1.6.1 Should only lawyers be legal translators?

It is generally assumed that legal translation should be performed by professionals trained in languages and law (Prieto Ramos 2011, p. 13), or at least by those with a good grasp of comparative law (De Groot, Van Laer 2008, p. 1, Prieto Ramos 2021, p. 177). Other scholars argue that what is actually desirable is a situation where both groups (translators and lawyers or legal practitioners) interact. It is claimed that translators without proper training in the legal field may overlook relevant details, whereas legal experts may find linguistic aspects as daunting or insurmountable (Giampieri, Milani 2021, p. 48). The research paper by Giampieri and Milani (2021), for example, highlights how the interaction between translators and lawyers during a trial lesson was successful in order to search for and assess acceptable translation choices (*ibid.*, p. 58). As far as the medical sector is concerned, O'Neill (1998) claimed that 'the ideal situation would be for the medical professional who translates to be edited by a linguist, and the linguist translating medical work to be edited by a medical professional' (*ibid.*, p. 76). In much the same way, it would be recommendable for translators who undertake a career in the legal domain to cooperate with lawyers or legal practitioners.

Many scholars, in fact, report that the majority of translators are not lawyers (Chromá 2016, p. 75), and students in Translation Studies have little training in legal matters (Vigier Moreno 2016, p. 102). On the other hand, lawyers are increasingly confronted with linguistic and second language issues (Ewald 2008, p. 240), especially in a globalized era such as the current one (Jacometti, Pozzo 2018, pp. 8-10, Sierocka et al. 2018, pp. 65-76). Sometimes, lawyers even draft international documents in a sparse style or with debatable contents, without caring too much about system specificity (Jacometti, Pozzo 2018, p. 198, see also the issues raised by De Nova 2007, online).

Given that translation skills are claimed to have shifted from knowing the right words to using the right tools (Martin 2011, online, cited by Vigier Moreno 2016, p. 105), mastering technological competences may help translators and lawyers better cater for their requirements. This has been brought to the surface by both academic surveys and case studies (Enríquez Raído 2014, pp. ix-x, Gallego-Hernández 2015, p. 380, Prieto Ramos 2020, pp. 279-281, Vigier Moreno 2016, p. 102 and 2019, p. 96), as well as by literature research (Andrades Moreno 2013, p. 4, Biel 2008, p. 30, Monzó Nebot 2008, pp. 245-246). Giampieri (2021) highlights how undergraduate students can deliver a satisfactory short legal translation assignment by resorting to corpus consultation, even if they have little or no prior knowledge of the subject matter in question (ibid., pp. 20-22). It is claimed, in fact, that online resources and corpora can help meet language challenges as the former compensate for the shortcomings of the latter (Frankenberg-Garcia 2015, p. 354).

1.6.2 Legalese

Legal translation is considered complex. It has its own peculiarities and system specificity.

1.6.2.1 Legal language peculiarities

The most intricate part of the 'language of the law' (Coulthard, Johnson 2007, p. 35) is referred to as *legalese*. It is considered difficult and archaic because of a variety of reasons. The lexical density of legal discourse, for instance, is a challenge for the layperson and is mainly due to 'the greater number of frequent lexical words' (Coulthard, Johnson 2007, p. 44). Moreover, polysemy (Alcaraz Varó 1994, p. 84, Tiersma, Solan 2012, p. 30) and the abundance of near-synonyms (Phillips 2003, p. 154, Stubbs 1996, p. 109) make legal language particularly problematic (Bhatia 1997, p. 209, Tiersma, Solan 2012, p. 380). Polysemous terms, in fact, have a specific meaning in legal contexts, but a different one in everyday language (Alcaraz Varó, Hughes 2002, p. 17). Some authors refer to these words as 'sub-technical' (Marín, Rea 2014, p. 61). Scott (2017), for example, mentions 'consideration' and 'construction', which mean 'payment' and 'interpretation', respectively, in legal contexts (ibid., p. 45). There are also many binomial and trinomial expressions used to achieve all-inclusiveness (Bhatia 2013, p. 108). Examples are 'advice and consent' (Gustafsson 1984, p. 123), or 'by and between', and 'terms and conditions' (Alcaraz Varó, Hughes 2002, p. 9). Binomials and trinomials are instances of fixed, or 'inflexible', collocations of the language of the law (Scott 2017, p. 45). The challenge posed by multinomial expressions also lies in the fact that they are composed of 'synonyms as 'redundant' words' (Scott 2017, p. 46), which may not find equivalents in other

languages. Complex prepositions such as 'by virtue of', or 'for the purpose of' (Biel 2015, p. 147, Johnson, Coulthard 2010, p. 10) also characterise the majority of legal documents. A rich system of deixis (Biel 2015, p. 157; Galdia 2009, p. 40) gives rise to anaphoric and cataphoric references (see the exhaustive list provided by Salvatore Claudio Abate 1998, pp. 14-16, which includes, amongst others, 'thereinto', 'theretofore', 'thereof', etc.). Deixis, anaphora and cataphora inhibit the smooth reading of a legal text.

Other characteristics of legal discourse are embeddings and syntactic discontinuities, which are used for reasons of inclusiveness and precision (Bhatia 2013, p. 112, Tiersma 1999, p. 143). Also, an excessive sentence length (Williams 2004, p. 113) makes legal documents intricate. Furthermore, there is a high recurrence of the passive voice (Cao 2007, p. 94, Tiersma 1999, p. 75, Tiersma 2020, pp. 269-271), applied as a persuasive element (Currie Oates et al. 2018, p. 421), or to de-emphasise actors and conceal concepts. Although it may seem inconsistent with the strict function of legal texts, vagueness is also present, especially in verbal modality (e.g., 'shall' replacing 'must' to express obligations instead of future actions) (Tiersma 1999, p. 85 and p. 105, Tiersma, Solan 2012, pp. 316-317, Williams 2005, p. 201). According to some scholars, vagueness is necessary in order to make legal texts accurate and flexible (Christie 1964, p. 911), as well as to allow judges to carry out justice freely (Endicott 2000, pp. 190-191). Other difficulties encompassing legal language are deliberate ambiguity (Scott 2018, pp. 376-377) and linguistic indeterminacy (Scott 2017, p. 47), which translators must address consistently. According to Susan Šarčević (1997), in fact, legal translators must take both legal and linguistic decisions (ibid., pp. 112-113). Furthermore, nouns are frequently used instead of verbs or adjectives. This is referred to as 'nominalization' (Johnson, Coulthard 2010, p. 10, Tiersma 1999, p. 77), which is a syntactic process whereby '[t]he head noun of the nominalized noun phrase is normally related morphologically to a verb either as a derived deverbal noun (e.g. *integration* [instead of] *to integrate*) or as (...) deadjectival nouns (...) as in (...) the *safety* and *security* of their peoples [instead of] their peoples are *safe* and *secure*' (Mattiello 2010, p. 132). Legal English is characterised by a wide variety of legal formulae, also referred to as formulaic expressions, lexical phrases, pre-fabricated patterns or multi-words (see O'Keeffe et al. 2007, p. 63, Williams 2004, p. 121). Examples are 'arising out or in connection with', and 'at the material time' (Giampieri 2021, p. 13, Giampieri, Milani 2021, p. 54). Identifying and tackling legal formulae is not easy. As remarked by Alcaraz Varó and Hughes (2002), and Prieto Ramos (2014) 'the translator who has taken the trouble to recognize the formal and stylistic conventions of a particular original has already done much to translate the text successfully' (Alcaraz Varó, Hughes 2002, p. 103 cited in Prieto Ramos 2014, p. 263). Once recognized, such conventions or formulae should not be rendered literally, but the translator must propose corresponding formulae in the target

language. In this respect, corpus consultation may come in handy (see Giampieri 2021, pp. 21-22). Finally, legal language is hallmarked by Law Latin and Law French (i.e., Latin and French words or expressions) (Tiersma 1999, pp. 25-30), which may be abstruse for many English-speaking lawyers and, even more, for the layperson. Examples in this respect are '*inter partes*' or '*inter alia*' (as far as Latin is concerned) and 'in *lieu* of' or 'in default of' (as concerns French).

Conceived in this way, legal language is referred to as *legalese*: a jargon which does not only characterize the language of the law, but is also 'abstruse and alien to 'outsiders' in the legal discourse community' (Williams, Milizia 2008, p. 2215). According to some authors, legal language is intricate because lawyers do not have any particular communicative purpose; instead, they use linguistic quirks to remark their legal fraternity (Tiersma 1999, p. 52). On the other hand, others claim that it is the need for inclusiveness and preciseness which make legal discourse particularly complex (Bhatia 2013, p. 102, Coulthard, Johnson 2007, p. 40). Given the above, legal texts are challenging *per se*, especially if they are to be translated into another language (Prieto Ramos 2011, p. 13).

1.6.2.2 System specificity

What makes legal translation peculiar *vis-à-vis* all other types of technical translation is its system-specificity (De Groot, Van Laer 2008, p. 1, Jacometti, Pozzo 2018, p. 13, Scott 2018, pp. 377-378). Scott (2018), for example, tackles the constraints which typically encompass legal translation. Amongst others, she mentions 'the lack of correspondence between legal systems and concepts' (Scott 2018, p. 377). This means that legal words and terms are system-bound (Scott 2017, p. 50, Pommer 2008, p. 18), i.e., they refer to specific institutions (or law codes, Hédoïn 2021, p. 75) or to a precise set or system of rules and regulations which may not be tackled in the target legal system (and language), or which could be addressed differently. For this reason, legal translators must find equivalences (and/or assess the degree of equivalence, if any) between the terms of the source text (and legal system) and those of the target text (and legal system) (Jacometti, Pozzo 2018, p. 12, Schwarz 1977, p. 21). A clear example is the Trust, which is a common law institution that is absent in the Italian civil law system. In this case, scholars suggest adopting the foreign terminology (Jacometti, Pozzo 2018, p. 122, Longinotti 2009, p. 28). Giampieri (2016) also provides the interesting example of the Italian '*risoluzione del contratto*' (ibid., p. 446). The term '*risoluzione*' should be rendered as 'cancellation' in the North-American system when ending a contract by default or non-performance of the other party; otherwise, it should be translated as 'termination' (Section 440.2106 of the Uniform Commercial Code, UCC, see also Giampieri 2016, p. 451). By

contrast, in the English and Welsh common law system, the terms 'cancellation' and 'termination' seem to be used interchangeably (Giampieri 2016, p. 452). For instance, the Explanatory Notes to the Consumer Rights Act (2015)³ clearly refers to a contract 'termination' in case of a failure to perform. However, the statute also reads that the consumer is reserved the right to 'cancel' the contract if s/he decides not to perform, in which case a 'termination fee' is applied (ibid.).

Graziadei (2015) warns against the belief that the more different two languages are linguistically, the more difficult it is to translate one language into the other (ibid., p. 26). He argues, in fact, that this is not necessarily the case, especially if two languages share the same legal system (ibid., p. 26). The example provided above also confutes such a belief.

Given that legal translators are generally not lawyers (Chromá 2016, p. 75), and that translation students are not always trained in legal matters (Vigier Moreno 2016, p. 102), the above-mentioned issues may become relevant and the resulting shortcomings ought to be compensated for. Therefore, it is crucial that translators gain, at least, a good understanding of the subject-matter in question (Schwarz 1977, p. 21, Stolze 2013, pp. 66-69). In this respect, Prieto Ramos (2020) reports that many translators tend to 'develop their knowledge of specialised sources for translation-oriented legal analysis through professional practice or continuous education' (ibid., p. 306). The importance of field specialisation is also highlighted by Scott (2017), who argues that translators must produce texts which mirror not only the content, but also the standards and style of the source texts: 'if the source text consists of dense, unreadable legalese then (...) it should stay that way in the target text' (ibid., p. 49). This, of course, increases the challenges of legal translation.

1.6.3 Corpora for legal translation

1.6.3.1 The growing importance and use of legal corpora

The importance of corpora for analysing the language of the law has been claimed by many scholars. Bondi and Diani (2010, pp. 8-9), Milizia (2010, p. 467), and Vigier Moreno and Sánchez Ramos (2017, p. 260), for example, carried out linguistic research and presented case studies on parallel or comparable legal corpora. Giampieri (2019) posits that the web as corpus can be useful to understand the nuances of legal discourse and 'bring recurrent patterns to the surface' (ibid., p.

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See <https://www.legislation.gov.uk/ukpga/2015/15/section/63/notes?view=plain>.

109). There are several research papers with case studies and trial lessons focussing on corpus-based legal translator training (Giampieri, Milani 2021, p. 47, Vigier Moreno 2016, pp. 104-110 and 2019, pp. 94-101). Biel (2018) highlights the relevance of corpora in legal translation practice, reminding that corpus-based research in the legal field is tackled less than in the academic field (ibid., p. 27). Prieto Ramos (2021) reports that corpus-driven approaches are helpful to address the issues of institutional legal translation (ibid., p. 181), and Vigier Moreno (2019) argues that corpus-assisted legal translation is more efficient than the traditional consultation of parallel texts thanks to the search options of corpus software or platforms (ibid., p. 101).

1.6.3.2 Comparable corpora for legal translation

As stated above, comparable corpora are claimed to be very insightful in translator training and translation practice (Cirillo 2018, online, Prieto Ramos 2021, p. 179), because they can 'confirm translation hypotheses' (Zanettin 1998, p. 621). They also provide reliable solutions to translation problems as they are a useful resource of equivalent terms (Makowska 2016, p. 62). Some scholars, in fact, posit that they help discover the linguistic context of similar words (Biel 2008, p. 31). Thanks to comparable corpus analysis, Seracini (2020) presents and discusses examples of 'translationese' (i.e., 'bad' rendering) in EU documents (ibid., p. 53), where interferences from a source language in the form of calques prevail over the target language naturalness (Prieto Ramos 2021, p. 179).

Comparable corpora foster the comparison of patterns of word usages in various languages (Zanettin 2012, p. 12 and 2014, p. 187). Therefore, they contribute to raising awareness on language conventions (Biel 2010, p. 13), which is particularly helpful when dealing with legal texts. In this respect, Byrne (2006) remarks that 'technical translation involves detailed knowledge of the source and target cultures, target language conventions, text type and genre conventions' (ibid., p. 7).

1.6.3.3 The size of legal corpora

One of the main features of legal corpora is that they tend to be small (Biel 2010, p. 4, Vigier Moreno, Sánchez Ramos 2017, p. 263, Vogel et al. 2018, p. 1351). This is due to a variety of reasons. Firstly, legal documents generally present privacy issues that other documents do not pose (Biel 2010, p. 4 and 2018, p. 29). Secondly, they may be compiled for specific projects and kept private (Vogel et al. 2018, p. 1351). Thirdly, they need not be large to be representative (Bhatia et al. 2004, p. 207, Giampieri, Milani 2021, p. 59). Zanettin (2015), for instance, claims that 'sometimes a

translator may be better off, corpus-wise, with a smaller but more specialized corpus relating to a specific translation task to be performed' (ibid., p. 439). Legal language, in fact, is so conservative that it does not require large corpora to analyse its linguistic features (Bhatia et al. 2004, p. 207). Case studies and trial lessons corroborate the conviction that legal corpora can be small and still be useful in translator training and translation practice (Dani 2019, p. 26, Giampieri 2021, p. 12, Vigier Moreno 2016, p. 107 and 2019, p. 94, Vigier Moreno, Sánchez Ramos 2017, p. 263).

1.6.3.4 The content of legal corpora

In her research, Biel (2018) reports that '[r]eady-made corpus tools for legal translators are still underdeveloped for national (intersystemic) legal translation' (ibid., p. 29). As a matter of fact, there are avenues that legal corpus-based research has not explored yet. The literature has largely tackled court-related topics (Vogel et al. 2018, p. 1340, see also the research papers by Vigier Moreno 2016, pp. 114-119 and Vigier Moreno, Sánchez Ramos 2017, pp. 263-267), or EU documents (see the work by Milizia 2010, pp. 468-470). In this respect, Pontrandolfo (2019) argues that 'the majority of legal corpora are institutional ones (...): collections of texts produced, for example, at the EU, UN, or WTO' level (ibid., p. 14). However, little has been experimented on legal corpora as far as corporate and private documents are concerned. 'Private documents' are also referred to as 'private legal texts' by Prieto Ramos (2014, p. 263).

The literature has long highlighted how difficult it is to access and publish corporate and private documents (e.g., contracts and agreements) due to confidentiality issues (Biel 2018, p. 29, Pontrandolfo 2019, p. 14, Vigier Moreno, Sánchez Ramos 2017, p. 261). Giuliana Dani (2019), for example, carries out cross-linguistic analyses of English and Italian land contracts. To do so, she compiles two comparable corpora of land agreements retrieved from English and Italian websites (ibid., p. 26). However, her corpora are composed of sample documents, not authentic texts because, she posits, 'creating a corpus of authentic contracts would be unfeasible due to the confidentiality of the information included in them' (ibid., pp. 26-27). As a matter of fact, legislation is often over-represented (Biel 2010, p. 4, Biel 2018, p. 29, Pontrandolfo 2019, p. 14, Prieto Ramos, Guzmán 2021, p. 255), whereas other genres, such as contracts and agreements are under-represented (Biel 2018, p. 29). Biel (2018) argues that: '[t]he existing corpora tend to be skewed towards legicentrism, that is, they are composed of legislation mainly, and it is still quite rare to find corpora with private legal documents due to their confidential nature' (ibid., p. 29). In this respect, Vogel et al. (2018) posit that many legal corpora are compiled only in view of specific research

projects and are not publicly available (ibid., p. 1351).

A taxonomy of legal corpora has been attempted by various scholars (Biel 2018, pp. 29-30, Pontrandolfo 2012, pp. 123-133, Vogel et al. 2018, pp. 1351-1355). The legal corpora available on publicly accessible platforms are, for instance, the BoLC (Bononia Legal Corpus, Rossini Favretti et al. 2007); the BAILII (British and Irish Legal Information Institute); the Academic Law and Political Science sub-corpus of the COCA (Corpus of Contemporary American English, Davies 2008); the BNC (British National Corpus) Law extract and the BLaRC (British Law Report Corpus), both available on the Lextutor platform (Cobb 2004). All the above corpora do not tackle corporate documents such as contracts, agreements, terms and conditions of sale/service, etc. Hence, as of today, there are still no corpora on 'private legal texts', or corporate documents (as intended by Prieto Ramos 2014, p. 263). Nonetheless, contracts are considered "bread and butter" activities for lawyers and legal translators' (Harvey 2002, p. 178 cited in Prieto Ramos 2014, p. 264). They are, in fact, highly recurrent in international settings and are increasingly drawn up by international lawyers (Jacometti, Pozzo 2018, p. 59 and p. 198), sometimes with unaddressed translation issues (ibid.). Anglo-American contracts, in fact, are drafted by non-native speakers with the aim of using a neutral, common language (Jacometti, Pozzo 2018, p. 198). Nonetheless, it is apparent that contract drafters do not care too much about the system-specificity of some terms and phrases (ibid.). At the same time, the literature reports that students and translators are not always trained in legal studies (Vigier Moreno 2016, p. 100 and 2019, p. 93), but acquire knowledge through practice and/or lifelong education (Prieto Ramos 2020, p. 291). Therefore, there seems to be a gap in the literature which this research project wishes to bridge.

1.7 The research project

1.7.1 Scope of the research

Given that translators and students in Translation Studies are not always properly exposed to the language of the law (Vigier Moreno 2016, p. 100 and 2019, p. 93) and that international contracts tend to present language and/or system-specificity issues (Jacometti, Pozzo 2018, pp. 58-59), a reference database of private legal documents may be useful and beneficial.

Legal texts that are increasingly drawn are (online) terms and conditions of sale/service. They contain aspects related to the international exchange of goods and services which have become particularly relevant, especially in view of the key role played by the Internet during and after the

Covid-19 pandemic. Furthermore, general terms and conditions of sale/service are compulsory by law in international trade and commerce. The Directive on Electronic Commerce (Directive 2000/31/EC)⁴ states the following: '[c]ontract terms and general conditions provided to the recipient must be made available in a way that allows him [the consumer] to store and reproduce them' (Art. 10, Par. 3).

Hence, the aim of this research project is to bridge the gap in legal corpora and provide a reference comparable database of English and Italian terms and conditions of web hosting services. This project could pave the way to further implementations which may encompass other private legal documents and/or languages.

1.7.1.1 Web Hosting Services

The main reason why web hosting services were chosen as the scope of this research project can be found in the fact that the Covid-19 pandemic forced many consumers to buy online. According to the European Commission's Consumer Condition Survey (2021 edition)⁵, in fact, 71% of the EU27 citizens bought products and services online in 2020. As a result, online shopping played a key role and many companies (either already existing or new), and individuals, strived to be present online in order to cope with the lockdown measures and overcome the economic difficulties generated by the pandemic. Therefore, web hosting services increased substantially in order to satisfy the rising demand for more e-shops.

Furthermore, general terms and conditions of web hosting services, as all terms of service, are rich in terminology and legal institutions (or law codes) which are found in the Commercial Law and Contract Law of both the civil law and common law systems. Important legal institutions which are found in terms of web hosting services are, for example, the following ones: rights and obligations of the parties; modification of the contract; cancellation and termination of the contract; liabilities of the parties; indemnification; representations and warranties; force majeure; governing law and jurisdiction; severance and survival of the agreement; waivers, and many others. Many legal principles and sets of rules are present in both the civil and common law tradition; some of them are 'borrowed' from the other system, whereas others can only be found in one. Hence, translations

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Directive on Electronic Commerce 2000/31/EC. *Directive of the European Parliament and of the Council of 8 June 2000 on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market.* [Online] Available: <https://eur-lex.europa.eu/legal-content/EN/ALL/?uri=celex%3A32000L0031>.

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See https://ec.europa.eu/info/sites/default/files/ccs_ppt_120321_final.pdf.

from one language into the other might be challenging. For this reason, the implementation of comparable corpora could enhance understanding and comparisons of the different languages and of the two legal systems.

1.7.2 Qualitative and quantitative research

As this project is aimed at implementing and consulting English and Italian corpora of (general) terms and conditions of web hosting services at the disposal of scholars, translators, students in Translation Studies, lawyers, legal practitioners and legal language learners, and given that legal corpora tend to be rather small (Bhatia et al. 2004, p. 207, Biel 2010, p. 4, Vogel et al. 2018, p. 1351), it can be assumed that the research project is mainly qualitative. Small corpora, in fact, are generally compiled for qualitative rather than quantitative work, as claimed by Corpas Pastor (2004, p. 236) and Gallego-Hernández (2015, p. 376). Nonetheless, many scholars are used to undertaking corpus-based studies and developing both qualitative and quantitative approaches. In this respect, the research papers by Bianchi (2012, p. 32), Fest (2015, p. 50), Marín and Rea (2014, pp. 67-68), and Zanettin (2013, p. 31) are enlightening. Zanettin (2013) claims that small-scale qualitative work is useful in order to corroborate the findings of large-scale quantitative studies, because 'quantitative and qualitative approaches are radically intertwined in corpus-based translation studies, and they are not mutually exclusive' (ibid., p. 31). Boulton (2011) shares the same opinion and posits that qualitative and quantitative studies must be integrated with one another in order to obtain a wider perspective on the study carried out and on the results obtained (ibid., p. 71). Fest (2015), in fact, explores the extent to which a corpus-driven study can be combined with quality content-focused analysis in order to provide new insights into research (ibid., pp. 48-51). Marín and Rea (2014) successfully include corpus-based analysis in qualitative research in the study of legal terminology (ibid., pp. 67-68).

Therefore, this research project develops and investigates small-scale legal corpora by means of a qualitative approach with occasional quantitative elements. In particular, it explores whether DIY legal corpora can be used successfully in the translator training classroom. To this aim, the next chapter focuses on the compilation of two legal corpora of (general) terms of web hosting services (one in English, the other one in Italian) and on the methodologies applied and steps followed to source the documents online and create the two corpora.

CHAPTER 2

METHODOLOGY

In order to identify the most appropriate texts to include in the corpus, searches were carried out to source documents accurately from the Internet. For example, googling exact strings of words within given domains (e.g., '.uk' and '.it') made it possible to narrow down the documentation to terms and conditions of web hosting services of native-speaking providers. In this way, it ensured the precision and reliability of the texts downloaded.

2.1 Why a manual corpus compilation

The two corpora were built manually and not automatically or semi-automatically because, amongst others, an automatic (or semi-automatic) corpus compilation would have not made it possible to verify any prohibition in the use of the website materials. It would have also made it difficult to eschew terms of service governed, for example, by Scottish law, as far as the English corpus is concerned. It would have not been possible to detect 'alien' terms, 'calques', or wrong 'borrowings' from another language and legal system. For these reasons, each document and webpage had to be read carefully before saving it.

The texts composing the corpus had to be cautiously examined and clearly understood in order to grasp the structures and contents of the terms of web hosting services in both English and Italian. A careful analysis of each of the documents composing the two sub-corpora helped carry out a qualitative analysis of the legal language strategies developed and of the different institutions (or law codes) applied in the texts of both sub-corpora. Therefore, in order to produce a consistent and well-written chapter on the study of the common law and civil law principles of English and Italian terms of web hosting services, as well as another comprehensive chapter dedicated to a comparative corpus analysis for legal translation purposes, it was necessary to select the documents manually and read each of them.

2.2 The English Corpus

2.2.1 The search queries

As regards the English corpus, the following search queries were googled, one search at a time:

- 1) "terms and conditions of" "web hosting" site:.uk
- 2) "terms of service" "web hosting" site:.uk
- 3) "terms of" "web hosting" site:.uk

The first query (i.e., "terms and conditions of" "web hosting" site:.uk) allowed the retrieval of the exact phrase 'terms and conditions of' together with the words 'web hosting' in UK domains. During the search, it was noticed that many terms and conditions of web hosting services were abbreviated ToS (Terms of Service). Hence, the second query was "terms of service" "web hosting" site:.uk and it allowed the retrieval of relevant webpages. The third and last query (i.e., "terms of" "web hosting" site:.uk) helped obtain more results, as the search was not limited to 'service' or 'conditions'. In all queries the phrase 'web hosting' allowed the finding of websites offering this specific service.

2.2.2 Building the corpus: saving or discarding webpages

Every webpage of each Google results page was analysed in depth and, if found interesting and relevant, it was downloaded and saved onto the PC. The pages were saved in html, pdf and txt format. Subsequently, all html and pdf files were converted manually into txt to be further processed.

2.2.2.1 Discarding webpages

As mentioned above, each webpage was read carefully. The webpages were analysed according to the following criteria: types of services offered; permission or prohibition to use or reproduce the information published online; place/country of origin; content, and grammar accuracy. In light of the set criteria, the following webpages were discarded: those which did not actually offer web hosting services, but other services, such as telecommunication services and the like; those which prohibited the use and reproduction of the material published on the website; those whose terms of service were found to be identical to others already downloaded; those which did not belong to a UK-based company, despite having a .uk domain; those belonging to Scottish companies which referred to and applied Scots law (as the latter differs substantially from the laws of England and

Wales), and those which presented too many relevant grammar mistakes (e.g., 'You are agree to'; 'We offers'), as they would have set a bad language example. Some mistakes, however, were considered acceptable, especially as far as legal principles are concerned. Making mistakes in providing the right names or nomenclature of institutions was considered linguistically relevant as it mirrored authentic language and real-life situations. A recurrent example was the interchangeable use of the terms 'cancellation' and 'termination' when referring to a consumer's right to withdraw from a contract within a 'cooling off' period following the purchase. In this sense, The Consumer Contracts (Information, Cancellation and Additional Payment) Regulations 2013⁶ refers to a consumer 'right to cancel' a contract within 14 days after the purchase without providing any reason. Therefore, according to UK Law, the term to use should be 'cancel', not 'terminate'. At the same time, however, at common law the act of withdrawing from any contract is generally referred to as a 'termination without cause' or 'termination for convenience'⁷. Given the great deal of mixed uses of these terms, it was found linguistically relevant to keep both terminology in the corpus.

In this respect, it should be pointed out that the European Directive 2011/83 on consumer rights⁸ mentions, instead, a 'right of withdrawal' when referring to the consumer's right to change his/her mind. Exploring the similarities or differences in the terminology used in the UK Statute and in the European Directive would go beyond the scope of this research project. Nonetheless, it was considered relevant to point out this aspect.

2.2.2.2 Building the corpus

Once the unwanted documents were discarded, the remaining ones were saved onto the computer. Manual document retrieval was preferred over an automatic or semi-automatic mode (either via a software solution such as BootCaT or via the Sketch Engine platform). The reason was that manual search helped reading and choosing the documents one by one. It also made it possible to select them according to their content and discard those considered non-relevant or 'problematic', as defined above.

⁶
<https://www.legislation.gov.uk/ukxi/2013/3134/contents/made>.

⁷
In this respect, see the case *Interboro Packaging Corp. v. Fulton County Schools* (2006), where it is argued that: 'the phrase 'termination for convenience' is treated as the functional equivalent of a provision allowing 'termination without cause'. In *Harris Corp. v. Giesting Associates, Inc.* (2002), it is also stated that a 'termination for convenience' clause is 'not ambiguous because the meaning of the phrase is plain on its face insofar as it permits termination without cause'.

⁸
See <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex%3A32011L0083>.

Once retrieved, the documents were further processed before being uploaded to the Sketch Engine platform. In particular, the html and pdf formats were converted into txt to be edited and anonymised. Conversion from pdf into txt often entailed character recognition errors, which were properly addressed. Then, the txt files needed to be cleared of irrelevant information and sensible data. Linguistically unimportant details were, for example, website addresses and html instructions. Sensitive information was represented by companies' names, physical and e-mail addresses, register numbers and websites. Service providers' names were replaced by 'XX', whereas their phone numbers or addresses by a series of dots ('...').

The text files also needed to be cleared of unknown characters resulting from the conversion of the html and pdf files into txt. The conversion, in fact, altered some characters such as double quotation marks, which were re-written as single quotation marks. Furthermore, the terms of service collected often included other information, such as licence use, privacy policy, special terms and conditions, and details dedicated to other website services which did not relate to web hosting. Therefore, such extra information had to be removed. Finally, all texts had to be reformatted, due to unwanted line breaks resulting from the file conversions.

The text cleaning process described above was considerably time-consuming. At the end, the txt files were uploaded to the Sketch Engine platform, with the resulting English corpus being composed of 39 text files (7,924 word types; 196,442 tokens). The number of files and words were considered satisfactory because adding more files did not particularly increase the number of word types. Hence, a 'saturation point' had been reached.

2.3 The Italian Corpus

2.3.1 The search queries

As for the Italian corpus, the following search queries were googled, one search at a time:

- 1) "*termini e condizioni di*" "web hosting" site:.it (back-translation: "terms and conditions of" "web hosting" site:.it)
- 2) "*servizi web hosting*" (back-translation: "web hosting services")
- 3) "*termini di*" "web hosting" filetype:pdf (back-translation: "terms of" "web hosting" filetype:pdf).

As can be seen, the last two search queries differ quite substantially from the ones used to compose the English corpus. An in-depth explanation is now provided.

The first query mirrors the one used to build the English corpus. Nonetheless, it did not yield substantial results. Many web hosting providers were found either to be part of a franchising network or affiliates of a foreign parent company. Therefore, despite being based in Italy, they adopted standard terms of service that were literal translations from English. Hence, most of them referred to common law principles instead of Italian law, or presented translations that were inconsistent with the Italian legal system. An example is the following: '*XX non garantisce o rappresenta che i servizi saranno interrotti, senza errori o completamente sicuri*' (back-translation: 'XX does not represent or warrant that services will be uninterrupted, error-free or completely safe'). In this sentence, the typical common law institution of 'representations and warranties' comes to the fore. Such principle implies a series of contractual and pre-contractual guarantees offered by one party to the other (Chapter 3 better clarifies these aspects). In particular, the verb 'represent' is a polysemous term meaning 'to guarantee pre-contractually' in the legal language of the common law system. In the Italian civil law system, instead, 'representations and warranties' are not tackled in the same way and 'representations' do not carry the same legal meaning and do not generate similar consequences. Since it is unaddressed (or addressed differently) in the Italian legal language, the verb '*rappresenta*' (back-translation: 'represents') is, hence, pointless. Another example is the following: '*nessuna parte sarà responsabile dall'altro per qualsiasi profitto perduto, o qualsiasi perdita indiretta, speciale, incidentale, consequenziale o punitiva*' (back-translation: 'either party shall not be liable for any loss of profit, or indirect, special, incidental, consequential or punitive loss'). This sentence clearly highlights the common law institutions of damages, such as indirect, special, incidental, consequential and punitive. Although, to some extent, similar principles can be found in the Italian civil law system, a '*perdita punitiva*' (back-translation: 'punitive loss') is not specifically addressed (see Chapter 3). Hence, this phrase does not have any meaning in Italian. A last interesting example, which actually reveals only a careless or inaccurate translation from English, is the following sentence concerning the services offered: '*il servizio viene fornito "così com'è"*' (back-translation: 'services are offered 'as they are)'). The phrase '*così com'è*' is clearly a calque from the English 'as is', which is frequently used by English web hosting providers when referring to the services offered 'as they are'. Italian service providers tend to express the concept with the following, more articulated, words: '*il servizio è offerto nello stato di fatto e di diritto in cui si trova*' (back-translation: 'services are offered in the existing condition and state of law'). All these peculiarities were noticed during the accurate reading of the Italian terms of service.

In light of the above-mentioned examples, searching for terms of web hosting services in the Italian language was not an easy task. Each page, in fact, had to be read carefully in order to eschew

incorrect calques from English and unauthentic texts, i.e., literal translations of original English terms of service which did not take into account the Italian institutions (or law codes) and legal system. The aim of the search and selection process was to source and retrieve terms of service written in Italian, possibly by native speakers, according to Italian law. For this reason, the documents were assessed from both a linguistic and a legal perspective. It was considered useless to retrieve Italian terms of service which contained 'alien' terminology and/or were drafted according to a national legal system which was not Italian, as the examples above clarify. This happened either because some terms of service had been machine translated with no post-editing, or because they were a bad (or literal) translation from English.

For these reasons, the second query was 'broader' (i.e., "*servizi* web hosting", back-translation: "web hosting services"), and less restrictive. For example, the domain restriction was not considered relevant, as the word '*servizi*' would lead, in any case, to websites written in Italian. In this way, each website was firstly read and analysed as a whole in order to assess its overall authenticity or genuineness. Afterwards, if considered authentic, the terms and conditions of service were eventually downloaded. Unfortunately, this query mostly led to web pages dedicated to forums or marketing/commercial sites describing or talking about web hosting services. Therefore, another search query was needed and it had to be more specific.

The third search query was, hence, the following: "*termini di* "web hosting" filetype:pdf (back-translation: "terms of" "web hosting" filetype:pdf). Also in this case, the domain restriction was not considered relevant, as the words '*termini di*' would lead to websites written in Italian. However, the pdf file type restriction was added because pdf files are considered authoritative and possibly containing Italian web hosting terms of service. Fortunately, this intuition was correct and many genuine terms of service were downloaded in pdf format.

A final document provided by the Chamber of Commerce of Turin under the Creative Common Licence was retrieved and added to the corpus. This document was considered interesting as it proposed sample clauses of general terms of web hosting services.

2.3.2 Building the corpus: saving or discarding webpages

As with the English corpus, some documents were discarded, while the remaining ones were manually converted into txt format to be further processed.

2.3.2.1 Discarding webpages

In addition to the painstaking selection process described above, webpages and pdf files were discarded in the following circumstances: if the provider did not offer web hosting services but others, such as telecommunication services and the like; if the service provider prohibited any reproduction of the material or information published online; if the service provider was not based in Italy (that was the case, for example, of Swiss-Italian written websites retrieved as a result of the second and/or third query); finally, if some terms of service were found to be practically identical to others already downloaded.

No webpage or pdf file presented any particular grammar or orthographical mistake. In addition, terms of service with some mistaken legal concepts were not discarded, but kept in the corpus, as they mirrored authentic legal language mistakes. An example is the following phrase, referring to the dissemination of sensible data by the customer: *'il contratto verrà rescisso unilateralmente senza preavviso'* (back-translation: 'the contract will be annulled unilaterally without notice'). The phrase in question mistakenly mentions the Italian *'rescissione'* (back-translation: 'annulment' or 'voidability'), which can actually be invoked only in case of a *'lesione ultra dimidium'* (back-translation: 'loss of half or greater value') when entering into a contract in state of need or emergency (Chapter 3 further clarifies this circumstance). This is clearly not the case in the above-mentioned situation, albeit the term is frequently misused in the language of Italian contracts. The correct verb should have been *'risolto'* instead of *'resciso'*: *'il contratto verrà risolto senza preavviso'* (back-translation: 'the contract shall be terminated without notice'). This particular aspect is tackled thoroughly in Chapter 3 and particularly in § 3.9.5.1. Allowing some common terminology errors in the corpus helps mirror real-life situations and makes the language of the corpus authentic. At the same time, it does not affect the quality and reliability of the corpus as this error type is outnumbered by correct corpus evidence.

2.3.2.2 Building the corpus

Before being uploaded to the Sketch Engine platform, the html and pdf formats were converted into txt. Then, the txt files were further processed and were cleared of irrelevant information and sensible data. Linguistically unimportant details were, for example, website addresses and html instructions.

Also, all words ending in an accented vowel (i.e., à, è, é, ì, ò, ù) had been turned into unknown

characters and were converted back. Furthermore, the terms of service collected often included other information, such as licence use, privacy policy, special terms and conditions, and details dedicated to other website services which did not relate to web hosting. Therefore, such extra information was removed. Finally, all texts had to be reformatted, due to unwanted line breaks resulting from the file conversion.

The text cleaning process described above was particularly time-consuming. At the end of the process, the Italian corpus was composed of 24 text files (6,876 word types; 154,500 tokens). Despite being smaller than the English, the Italian corpus was considered large enough to be representative of its *genre*. In fact, adding more files to the corpus did not consistently change the number of word types. For example, by downloading and converting three additional terms of web hosting service in Italian (composed overall of 3,141 word types, almost half of the already existing corpus, and 23,563 tokens), the resulting new corpus accounted for 7,577 word types (i.e., only approximately 700 additional word types). For this reason, the Italian corpus composed of 24 files was considered to have reached a 'saturation point'. According to Zanettin (2012, p. 47), in fact, 'as new texts are added the same words, phrases and textual structures are repeated more often and more frequently, until very few new features are added when a new text is added'.

In light of the above, the Italian corpus was considered large enough and 'representative'. Nonetheless, as posited by Zanettin (2012, p. 46), representativeness is an 'elusive concept', and how to measure it is not clearly understood (Bernardini et al. 2006, p. 16). Therefore, rather than focusing on numbers and measurements, it is sometimes more sensible to establish according to whom a corpus should be 'representative' (Zanettin 2012, p. 46) and, hence, targeted. For the purposes of this research project, both the English and Italian corpora can be considered highly targeted and specialised (*ibid.*, p. 47), given that they are composed exclusively of general terms of web hosting services. For this reason, they also present a high degree of comparability (Zanettin 2012, p. 48).

2.4 Copyright issues

Copyright issues were dealt with during the corpus compilation process. As mentioned above, the websites or pdf files prohibiting any reproduction of the materials published online were discarded. The Maltese Copyright Act was also diligently taken into account. According to the Act, any use of material which enjoys copyright must always be authorised, unless a case falls within a few

exceptions, according to which there is no need for authorization from the copyright holder. In particular, Chapter 415, letter (h) of the Maltese Copyright Act 2000⁹ provides that no authorization from the copyright holder is necessary in the following circumstance:

(h) the reproduction, translation, distribution or communication to the public of a work for the sole purpose of illustration for teaching or scientific research only to the extent justified by the non-commercial purpose to be achieved, and as long as the source, including the author's name, is, unless this is impossible, indicated.

According to this exception, a non-commercial use (which scientific research encompasses) would not make any copyright holder's authorization necessary. As far as the mention of the author's name is concerned, Appendix 1 provides a full list of all the sources, and reports the companies' names and websites of each file uploaded to the corpus.

2.5 The Sketch Engine Platform

2.5.1 Corpus upload

After accessing the Sketch Engine platform via the University of Malta institutional account, the system offered the possibility to consult the already existing corpora available online or to create a new corpus. In the latter case, the button 'New Corpus' was clicked to create a new corpus and give it a name. The next option allowed the researcher to choose whether to create a multilingual or monolingual corpus. In this case, the second option was selected. Then the system offered the possibility to automatically search for documents on the web or to upload the user's own texts. The second option was chosen for the reasons stated above and the txt files of the English corpus were uploaded. In this way, in a matter of a few seconds, the English corpus of (general) terms of web hosting services was available on the platform.

After creating the English corpus, the same procedure was followed to compose the Italian corpus of (general) terms of web hosting services. From this moment on, language queries, single or multiple word search, lemmatisation, POS search and many other functions could be used in order to study and analyse the legal language, the formulae and the legal institutions applied in the English and Italian terms of web hosting services.

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See <https://wipolex.wipo.int/en/text/355524>.

2.5.2 Why Sketch Engine

The reasons why the Sketch Engine platform was preferred over stand-alone (or offline) concordancers can be summarised as follows: firstly, as a fourth-generation concordancer, the texts composing the corpora uploaded to the Sketch Engine platform did not pose any copyright issue. As a matter of fact, for each word queried, the Sketch Engine platform only shows portions of the source text and does not allow the user to access it entirely. Secondly, as an online concordancer, it was considered particularly practical, especially in view of future consultations by the academic community. Thirdly, it presents a user-friendly interface, and it is equipped with many linguistically relevant functions which go beyond the simple (or multiple) word search or collocation listing of some offline concordancers. A detailed description of the Sketch Engine corpus analysis functions is reported in Appendix 2.

2.6 Application in Translator Training

In order to test the effectiveness and usefulness of the corpora for translator training, this research project envisages the organisation and implementation of trial lessons with Master's students in Translation Studies. The next sessions describe the translation application and the organisation of the lessons. The students' performances and the results obtained are reported and discussed in detail in Chapter 5.

Forty-six Italian students participated in two 2-hour trial lessons delivered remotely on 10th and 17th March 2022. The students were enrolled in a Master's course in Translation Studies at an Italian University. The lessons focused on teaching how to consult the English and Italian sub-corpora for legal translation purposes. Also, they aimed at helping the participants become acquainted with the Sketch Engine platform and use its functions effectively.

Before and during the lessons, the students translated clauses sourced from terms of web hosting services in both English and Italian. More specifically, before the first lesson, they translated an Italian and an English clause by using any language resource they were acquainted with. During the first lesson, they were taught how to consult the two sub-corpora in the Sketch Engine platform and translate the clauses. The translations were then discussed in class. After the first lesson, they were sent a summary of the corpus analyses carried out, a corpus-based translation of the two clauses and

a basic Sketch Engine user's manual with instructions on how to consult the interface for translation purposes. During the second lesson, they translated two other clauses (one into English, the other one into Italian) by consulting only the two sub-corpora and monolingual or bilingual dictionaries.

2.6.1 Contacting the participants

As mentioned, in order to test the quality, effectiveness and applicability of the corpora implemented, two trial lessons with Master's students took place. The lessons focused on corpus-based and non-corpus-based translations of ToS clauses from Italian into English and vice-versa.

To organise the lessons, in December 2021 the researcher contacted an academic (prof. Anesa) at the University of Bergamo, Italy, and requested the permission to carry out the practical part of this research project, i.e., the delivery of trial lessons to Master's students. The reason why Master's students were opted for is due to the fact that they had already undergone substantial training in translation and, some of them, in the legal field. The University of Bergamo was chosen due to previous academic liaisons between the researcher and the students' lecturer, Prof. Patrizia Anesa, Associate Professor of English at the Department of Languages, Literature and Foreign Cultures, who kindly proposed the researcher to carry out the trial lessons with her students.

Prof. Anesa was sent an information letter with full details on the research project, the scope of the trial lessons, information on how the lessons would be carried out, the contact details of the researcher and of the researcher's supervisor, and details of the anonymity of the data collection and processing (see Appendix 3 containing the information letter).

On 11th January 2022, prof. Anesa published the information letter on the department notice board and sent it to all the Master's students via email. In this way, the students received full information on the translation research project and the related trial lessons.

In her email and notice, prof. Anesa asked the students to express their interest by the beginning of February 2022 and to contact the researcher via email. By the set deadline, forty-six students showed their interest in participating in the research project.

2.6.2 The first translation package

Soon after the deadline, the interested participants received the first 'translation package' via email:

a participant's consent form (see Appendix 4); a translation assignment (Appendix 5); a questionnaire (Appendix 6), and a Sketch Engine ('SE') quick registration guide (Appendix 7). The consent form, the translation assignment and the questionnaire had to be sent back to the researcher by 28th February 2022.

The participant's consent form reminded the participants of their right to participate in the lessons or refuse to participate at any stage of the research, the fact that they would not be entitled to any compensation, that participating would not entail any known risks, that their personal details would be processed exclusively for the purposes of the research activities, and that their details would be deleted at the end of the project. The students were also informed that the expected benefits would be an increased understanding of corpus consultation for legal translation, in particular, for the translation of web hosting terms of service. The form had to be signed, scanned and sent back to the researcher together with the first translation assignment.

The first translation assignment consisted of two texts, one in Italian to be translated into English and the other one in English to be translated into Italian. Both texts were sourced from the terms and conditions of web hosting services composing the two sub-corpora. The students had not been informed of the specific subject-matter of the texts and of their respective governing law. This was aimed at giving them more freedom in the approach to the task. The Italian text was 34 words long and the English 56. The reason why the two texts did not have exactly the same length is due to the fact that finding extracts from a ToS clause which could be understood thoroughly without a context was not straightforward. At the same time, the texts had to contain enough sector-based terminology and be representative of their type. Therefore, the two clauses were chosen on the basis of their comprehensibility out of the contract context and their content in terms of legal terminology.

The participants were prompted to translate the texts by using all the translation tools they were acquainted with (see Appendix 5 for the instructions given to students). They had to submit their translation work approximately two weeks before the first lesson (scheduled on 10th March 2022), in order to give the researcher enough time to correct the translations and prepare the first lesson accordingly.

The questionnaire was aimed at investigating the students' background knowledge of the legal field and their experience in legal translation and corpus consultation. It also focused on the language resources used to translate the English and Italian clauses of the first translation assignment. For these purposes, the questionnaire was divided into three parts. The first part contained questions

regarding the students' knowledge of the legal field, the second part focused on the students' corpus knowledge, and the third part explored the students' language resources consulted to translate the first clauses from and into English. In practice, the questions of the first part were aimed at investigating whether the students had received any training in legal language and/or in legal translation, either in the course of their studies or professionally. The second part aimed at understanding the students' acquaintance with corpus consultation as well as with online or offline concordancers. The third and last part asked to list the monolingual and/or bilingual dictionaries and other language resources consulted, e.g., multi-language platforms, online forums, machine translation tools and Google simple or advanced searches. Hence, the first two parts of the questionnaire concerned the students' background knowledge and experience, whereas the third part dealt with the resources used to specifically complete the translations assigned. The overall purpose of the questionnaire was to understand the students' skills and preparation for the tasks to perform and, at the same time, explore whether their language tools were satisfactory for the type of work envisaged. The main results of the questionnaire are discussed in the next sections.

An SE quick registration guide was also sent together with the first 'translation package'. It was aimed at enabling access to the Sketch Engine platform via the students' standard institutional login procedure. In this way, the participants could consult the English and Italian ToS sub-corpora from their own SE account during and after the first lesson. The SE interface allows users to share corpora with other users by entering their email addresses in a specific 'share' section (see Appendix 7).

2.6.3 The participants

Before the first lesson, all students submitted their translation assignments, the consent form and the questionnaire. This section addresses the first two parts of the questionnaire and focuses on the students' background knowledge of legal language, as well as on their previous experience in legal translation and in corpus consultation. The students' language resources consulted to complete the first translation assignment are tackled in the next section.

Table 1 reports the main results concerning the students' previous knowledge and experience in legal language, legal translation, and corpus consultation. For more data and details, see Appendix 8.

Table 1. The students' background knowledge of and experience in legal language, legal translation, and offline and online corpora

TOPIC	No. of Students	% (out of 46)
1) LEGAL KNOWLEDGE		
-Have you ever received any training in the legal field?		
No	20	43.48%
Yes (where? Please indicate here below):	26	56.52%
At university	18	39.13%
University summer school	4	8.70%
-If Yes, for how long? (Specify the months or years)		
One semester	13	28.26%
An academic year	5	10.87%
2 weeks	5	10.87%
-Have you received any training in legal translation?		
No	31	67.39%
Yes: (where? Indicate here below):	15	32.61%
At university	8	17.39%
University summer school	4	8.70%
-If Yes, for how long? (Specify the months or years)		
The current academic year	9	19.57%
2 weeks	5	10.87%
-Do you translate legal texts?		
No	44	95.65%
Yes	2	4.35%
2) CORPUS KNOWLEDGE		
-Have you ever consulted a corpus online?		
No	35	76.09%
Yes (which ones? Specify the corpus/platform here below):	11	23.91%
Sketch Engine	8	17.39%

-Have you ever consulted a corpus offline?		
No	27	58.70%
Yes (with which tool? Specify:)	19	41.30%
	With AntConc	19 41.30%

As can be seen from Table 1 above, the majority of the students (almost 57%) had received previous training in the legal field before participating in the research project. In particular, they had been trained during regular academic curriculum courses (39%) or in summer schools organised by their university (9%) for a semester (28%), a full academic year (11%), or two weeks (11%) (for more information, see Appendix 8).

Also, the majority of the students had not undertaken any training in legal translation (over 67%). The rest had attended specific academic modules (17%) or academic summer schools (9%), for either an academic year (20%), or two weeks (11%). Also, almost all students (96%) asserted that they were not used to translating legal texts.

As regards corpus knowledge, only 24% stated that they had acquired experience in consulting online corpora and, in particular, in using the Sketch Engine platform (17%). As concerns offline corpora, 41% asserted to have analysed corpora offline with the AntConc offline concordancer.

From an overview of the students' background knowledge, it can be argued that they had received some training in legal language. This was considered beneficial, although their experience in legal translation was limited. As far as corpus knowledge is concerned, it was apparent that only a minority had received any training. This, however, was not problematic, given that the Sketch Engine platform is a user-friendly tool that does not require much time to master.

2.6.4 The language resources consulted

As already mentioned, the students translated the first clauses by using any language resource they felt comfortable with. Table 2 reports the language resources the students resorted to (each student could select multiple answers). See Appendix 9 for more details.

Table 2. Summary of the language resources consulted by the students for the first translation assignment

Language resources	No. of students	% (out of 46)
-Monolingual dictionaries	38	82.61%
-Bilingual dictionaries	41	89.13%
-Online multi-language platforms:	44	95.65%
Context Reverso	40	86.96%
Linguee	14	30.43%
-Online forums:	27	58.70%
Wordreference (forum)	24	52.17%
Proz	3	6.52%
-Machine Translation	8	17.39%
Reverso	6	13.04%
-Other online resources:	12	26.09%
Sector articles in the source language	1	2.17%
Sector articles in the target language	3	6.52%
Webpages dealing with the specific topic in the source language	5	10.87%
Webpages dealing with the specific topic in the target language	3	6.52%
-Google simple search	28	60.87%
-Google advanced search	12	26.09%

As can be seen, almost all the students consulted both monolingual and bilingual dictionaries (83% and 89%, respectively). Many relied on online multi-language platforms, such as Context Reverso (87%) and Linguee (30%). Online forums also played an important role, such as Wordreference (52%). Some students resorted to machine translation tools, such as the Reverso interface (13%). Others read sectorial articles or *ad hoc* webpages in either the source or target language (26%). The same percentage of students performed Google advanced searches, whereas almost 61% preferred simple searches.

From an analysis of the language tools used, it can be argued that the students did not resort to many *ad hoc* resources. Sectorial articles or websites, and Google advanced search techniques, for example, can help narrow down searches and obtain specific terminology in context. General online multilingual platforms or forums, however, do not always allow the retrieval of sector-specific

terms or understand their usages in (a legal) context. As a matter of fact, given the multifaceted nature of the language of the law and its strict connection with the legal system of the source and target language, 'general' language resources such as general bilingual dictionaries or non-sector-based forums can actually be misleading.

2.6.5 The first online lesson

In order to comply with the University's standard lesson organisation and timetables, the students participated in two lessons delivered remotely. The first one took place on 10th March 2022 and the second on 17th March 2022. Each lesson was two hours long. The lessons were carried out via the Google Meet interface and were delivered online due to Covid-19 restrictions which were still in place in some Italian universities at the time of the trial lessons. The lessons were not recorded for reasons of privacy and for the confidential nature of the research activities.

2.6.5.1 First part of the lesson

The first lesson was organised in two parts. During the first part, the students were taught SE basic functions. For example, they were shown how to carry out searches for single or multiple words, lemmas, word pairs, collocations and colligations, and they became familiar with the use of the asterisk as a wildcard character. These searches were carried out on the Brown open corpus of general English in the SE platform. Brown was preferred over other corpora in order to keep the students' focus on the SE functions, rather than on the content and results of the legal corpora. After this initial presentation, the students were sent a basic SE user's manual in pdf format that had been prepared by the researcher. They were also sent a link to a video which showed the same basic functions. In this way, they could review corpus analysis functions and procedures on their own. Appendix 10 provides the web links to the pdf manual and to the video.

2.6.5.2 Second part of the lesson

In the second part of the first lesson, the students' translations were discussed and their shortcomings were catered for by consulting the English and Italian ToS corpora in the SE platform. In practice, each students' target phrase and translation issue were tackled via corpus analysis. The participants were shown how to address their mistranslations or inaccuracies by searching for simple or multiple words, lemmas, word pairs, collocations and colligations in the SE interface.

Finally, as already mentioned, the participants had received instructions on how to access the SE platform and how to consult the two sub-corpora (see Appendices 7 and 10). In this way, they could carry out corpus analyses on their own, deal with their shortcomings and search for translation equivalences after the first lesson.

2.6.6 Assessment methods applied

As mentioned, during the first lesson the students' translations were discussed and analysed. Target terms were considered satisfactory when the function of the target language fulfilled the function of the source language (Ordudari 2008, online), also with regard to source and target legal principles. Translations were considered unsatisfactory when they contained shortcomings such as lexical errors, due to wrong word choices or wrong collocations; syntactical issues, due to an incorrect word order; influences from the students' first language (Hansen 2009, p. 321) (e.g., inappropriate or wrong literal translations), and grammatical mistakes *per se* (e.g., the omission of the definite article, Seidlhofer 2004, p. 220).

In light of the above, translation options were marked satisfactory ('S'), if a target term was correct and in use in the target language and legal system; in need of improvement ('I'), if there were minor lexical or syntactical issues which did not hinder (legal) comprehension, or if the terminology proposed was not frequent; satisfactory or in need of improvement ('S/I'), when the proposed term was acceptable in some legal systems, but unacceptable or inappropriate in others, and unsatisfactory ('U'), if the term/word did not make any sense, was incomprehensible in the context, was a mistranslation, showed no frequency in the corpora or in any contract database, or if there were major grammatical issues (or influences from the translator's first language) that made it incomprehensible to a native reader of the target language and/or of the target legal system.

Therefore, assessment methods were applied on the basis of literature definitions or findings (Hansen 2009, p. 321, Ordudari 2008, online, Seidlhofer 2004, p. 220), consolidated legal writing conventions sourced from both authentic contracts and terms of service, as well as definitions and legal principles derived from the English and Italian case-law and statutes. In particular, the students' proposed target phrases were evaluated in light of corpus evidence and of targeted Internet searches. The latter were carried out in the OneCLE and the LawInsider contract databases for the translations into English, whereas for the translations into Italian, the .gov.it Italian government and

the CNEL (*Consiglio Nazionale dell'Economia e del Lavoro*, National Council for the Economy and Labour) domains were consulted. Also, legal principles, terminology and definitions were sourced from judgements and decisions of the UK Supreme Court, the Italian *Corte di Cassazione* and other relevant courts or tribunals. Legal dictionaries, academic works, theses and papers in the legal domain, consumer rights acts and other relevant statutory documents were also consulted. In this way, the reliability, accuracy and objectivity of the assessment methods were ensured.

2.6.7 Organisation and delivery of the second lesson

On 17th March 2022, the students participated in the second online lesson. The lesson was dedicated to the second translation assignment. The students had two hours at their disposal to translate the Italian and English clauses by consulting the ToS corpora in the Sketch Engine platform and a monolingual or bilingual dictionary. The reason why the second translation assignment was carried out during the second lesson was due to the fact that, in case of technical difficulties with the SE interface, the participants could ask for help and receive immediate advice.

As stated, the students could use bilingual or monolingual dictionaries, which were, for example, the online Hoepli and/or the Sansoni bilingual dictionaries, and the Collins and/or the Cambridge monolingual dictionaries¹⁰. Appendix 11 provides the clauses to translate. The students were prompted to submit their translations either at the end of the lesson or, in any case, no later than 24th March 2022. After that deadline, they were informed they would receive feedback on their translations, as well as a corpus analysis for reference purposes and a corpus-based translation.

2.6.8 The corpus as a pedagogical tool and the translator training programme

As mentioned, the first part of this research project envisages the creation and upload of two ToS corpora (as described in this chapter). The second part revolves around analyses in both the legal principles and linguistic aspects of the documents composing the corpora (addressed in the next two chapters). The third and last part concerns the application of the corpora in translator training (dealt with in the last chapter of this research project). In this way, the two ToS corpora can be considered experimental, as their effectiveness is assessed in a trial observation study with Master's students in Translation Studies. Thanks to the trial lessons, it is possible to verify to what extent the corpora

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Hoepli: <https://dizionari.repubblica.it>; Sansoni: <https://dizionari.corriere.it>; Collins: <https://www.collinsdictionary.com>; Cambridge: <https://dictionary.cambridge.org/>.

may be useful and can be adopted in translator training programmes. In particular, the following assumptions can be tested: whether students' translations improve thanks to corpus consultation; whether the students' awareness of legal language (and principles) can be raised thanks to exposure to corpus evidence and patterns of legal language; whether users can become more acquainted with the language and legal principles of terms of service, and, hence, whether the experimental lessons are replicable. Hopefully, the rigorous methodologies described in this chapter will be followed and reproduced in other research projects or academic investigations in translator training.

In light of the above, the next chapter describes how the two sub-corpora can be consulted in legal translation to dispel doubts about and address the differences among the principles of the common law and civil law tradition. This is a relevant aspect to consider when tackling and translating legal texts.

CHAPTER 3

COMMON LAW AND CIVIL LAW: TACKLING LEGAL SYSTEM DIFFERENCES IN THE CORPUS-BASED TRANSLATION OF TERMS OF WEB HOSTING SERVICES

This chapter is dedicated to an in-depth analysis of the differences and commonalities of the common law and civil law systems and how these are mirrored in terms and conditions of web hosting services (ToS). It focuses on the relevant legal implications of some of the clauses that characterise the English and Italian sub-corpora and it sheds light on how it is possible to address discrepancies or equivalence mismatches in legal translation which may be overlooked especially by inexperienced translators and students in Translation Studies.

3.1 Clauses of English and Italian ToS: an Introduction

Before engaging in the analysis of the clauses of the terms of web hosting services in either English or Italian, it is important to describe the structure and content of the terms of service in both languages. This section analyses and comments on the headings (or clause titles) of the terms of web hosting services composing the English and Italian sub-corpora. In order to better grasp the differences and similarities among the clauses in the two languages, Appendix 12 lists the main clause titles characterising the English and Italian ToS.

It is interesting to explore whether and to what extent the clause contents and legal effects are analogous or different. To this aim, the next sections focus on the legal principles referred to and applied in English and Italian terms of (web hosting) services. Similarities and discrepancies are brought to the fore, and the main features of the common law and civil law traditions are unveiled and discussed. In this way, translation students and professional translators can make more informed decisions when tackling terms of service, as well as contracts and agreements. Appendix 13 reports all the equivalent clauses discussed in this chapter and presents others. The appendix can be used as a reference guide for translation students, lawyers, scholars, as well as anyone interested in the subject-matter.

3.2 Definitions and Premises

As regards the clause title 'definitions', it is possible to notice that in English ToS there is a clause type which is titled 'definitions', 'interpretations' or 'nomenclatures', and in Italian ToS, a corresponding clause is named '*definizioni*'.

It is worthwhile mentioning that definitions generally characterise common law contracts, where the parties have more freedom to define and describe specific elements, facts and people (Jacometti, Pozzo 2018, pp. 73-74). In civil law systems, instead, the parties automatically apply statute and code definitions. Hence, they do not find it necessary to define circumstances or persons every time they enter into a contract, because the law already provided for them. The fact that a list of '*definizioni*' is present in Italian ToS is probably due to the increasing influence of the common law drafting style (Jacometti, Pozzo 2018, p. 75). This tendency has been harshly criticised by some Italian scholars who claim that providing definitions systematically reduces the possibility of interpretation by judges in case of ambiguity and/or disputes, as the only interpretation given to words and facts is the one decided by the parties (Castronovo 2017, p. 2).

Table 3 below reports some sample phrases sourced from the 'definitions' clauses of the English and Italian sub-corpora.

Table 3. 'Definitions' clauses in English and Italian ToS

Clause (English ToS)	Clause (Italian ToS)	Back-translations
In these Terms the following definitions apply: *Customer* Means any person to whom XX supplies Goods & Services; *Goods & Services* Refers to both physical Items and also IT services, hosting or design together with web-design and bespoke programming which XX is to supply to the Customer.	<i>DEFINIZIONE DELLE PARTI CONTRATTUALI 2.1 Lo stipulando contratto viene a concludersi tra la proponente azienda XX, corrente in ..., P. IVA... di seguito denominata semplicemente XX e l'utente sottoscrittore il modulo d'ordine, le cui generalità sono indicate nel modulo d'ordine/attivazione.</i>	DEFINITIONS OF THE CONTRACT PARTIES 2.1 The agreed contract is entered into between the offering company, XX, whose address is..., VAT... hereinafter referred to as XX and the user signing the order form, whose personal data are reported in the order/activation form.

Although the Italian ToS contain definition clauses, it is evident that their content is slightly different from the English. The Italian clause of Table 3 above, in fact, emphasises the act of entering into a contract, instead of strictly defining who is who and who does what.

Also, Italian ToS include clauses named '*premessa*' (back-translations: 'recitals', 'preamble', or 'premises'), which the English ToS do not have. By searching for 'recitals' or 'preamble' in the English sub-corpus, in fact, no results are found. If the word 'premises' is queried in the English sub-corpus, it is possible to retrieve some concordances. However, the meaning of the word 'premises' is 'location' or 'site'. The following phrase sourced from the English sub-corpus clarifies this aspect: "Site' means the premises or location at which Service is or is to be provided under this Contract'. On the contrary, the Italian '*premessa*' refers to recitals written at the beginning of ToS, as Table 4 below shows.

Table 4. '*Premessa*' in Italian ToS

Clause (Italian ToS)	Back-translation
<i>Premesse e Allegati.</i>	Recitals and Annexes.
<i>Premesso che il servizio oggetto del contratto viene offerto dalla società fornitrice attraverso la rete internet con le modalità descritte nel presente contratto.</i>	Whereas the service that is the subject-matter of this agreement is offered by the supplying company through the Internet according to the methods described in this agreement.
<i>1.2 Le premesse e gli eventuali allegati costituiscono parte integrante e sostanziale del presente contratto.</i>	1.2 The recitals and any annexes are expressly incorporated into this agreement.

As can be seen, premises are aimed at setting the characteristics of the services offered.

3.3 Headings

There are some common law clauses that, over the years, have entered and modified the content of existing Italian clauses. In this way, common law institutions (or principles) have been progressively included in Italian contracts, irrespective of possible discrepancies between the two legal systems. Some of these clauses are referred to as 'boilerplate', and are added at the end of contracts ('boilerplate clauses' are addressed in a later section of this chapter). Other clauses are placed at the beginning, such as 'headings'.

'Headings' are declaratory clauses which state that all contract headings (or titles) are for reference purposes only and do not affect the meaning and content of the contract clauses. The word 'headings' can be rendered as '*rubriche*' (back-translation: 'rubrics') in Italian. Table 5 reports an example of this clause sourced from the English and Italian ToS.

Table 5. 'Headings' clauses in English and Italian ToS

Clause (English ToS)	Clause (Italian ToS)	Back-translations
Headings. Headings used in the Agreement are inserted for convenience only and are not intended to be part of, nor to affect the meaning or interpretation of any of the terms of, the Agreement.	<i>Rubriche. Le rubriche degli articoli delle condizioni contrattuali hanno il solo scopo di facilitare i riferimenti e non hanno per loro stesse un valore contrattuale o un significato particolare.</i>	Headings/Rubrics. The clause/article headings of the contract terms have the only purpose to facilitate references and do not have any contractual value or particular meaning.

In Italian, the 'headings' clause seems of little relevance, and Italian contracts do not generally mention it. The Italian mechanism of interpretation of a contract relies on specific principles established by the civil code, i.e., the one resulting from the contract wording (art. 1363 of the Italian civil code), and the other one relying on the actual behaviour of the parties (art. 1362). Hence, such a clause is redundant in contracts governed by Italian law. Nonetheless, nowadays this clause has been frequently inserted in many international contracts (Fontaine, De Ly 2008, pp. 201-202).

3.4 The Parties' Obligations and Responsibilities

Both the English and Italian ToS address the parties' obligations. English clauses referring to the parties' obligations are often titled 'supplier's (or client's) responsibilities'; 'supplier's obligations', or 'duties'. In Italian, they are referred to as '*obblighi delle parti*', or '*obblighi del cliente/di XX*'. Table 6 below provides some sample clauses.

Table 6. 'Supplier's and Client's Responsibilities' clauses in English and Italian ToS

No.	Clause (English ToS)	Clause (Italian ToS)	Back-translations
1	Supplier's Responsibilities. The Supplier is responsible	<i>XX garantisce al Cliente la fornitura e l'utilizzo dei</i>	XX guarantees the supply and use of the Services 24/7

	for providing the client with the following: 1. Webspace capable of hosting their site for reasonable usage as detailed in the Hosting Agreement. 2. Technical support as defined under the Hosting Level document.	<i>Servizi 24/7/365 in conformità a quanto previsto dalle Specifiche tecniche e nel Contratto.</i>	all year round in accordance with the technical data and the contract.
2	Customer Responsibilities. 15.1 The Customer will: (a) provide XX with all co-operation, information, documentation and assistance reasonably required for the provision of the Services.	<i>Obblighi del Cliente. Il Cliente si impegna a fornire in formato elettronico, a proprie spese, tutto il materiale testuale e fotografico occorrente per l'adempimento del servizio da parte del Fornitore.</i>	Customer's Obligations. The Customer undertakes to provide all texts and pictures, at his/her own expense and in electronic format, necessary for the service provider to perform the service.

As could be expected, there are no particular legal differences in the two legal systems as regards the clauses providing for the parties' obligations.

The 'Supplier's and Client's Responsibilities' are also discussed in the next chapter (see, for example, § 4.1.2, Table 39, dealing with the customer's duties to backup data, and § 4.1.3, Table 62, focusing on the service provider's obligation to perform activities with skill and care; see also Appendix 14).

3.5 Provision of the Service, Price and Payment

The clauses titled 'Provision of the Service', 'Price', and 'Payment' are obviously present in both sub-corpora. In Italian, they are called '*Attivazione ed erogazione del servizio*', '*corrispettivo*' and '*modalità di pagamento*'.

The service provision, price and payment clauses neither entail nor produce different legal effects in the two legal systems. For this reason, they are not tackled in this chapter, but are addressed extensively in the next chapter (for example, § 4.1.2 and Appendices 14, 15 and 16, dedicated to service-specific formulae).

3.6 Contract Term and Termination

The contract duration or term is addressed in both ToS. In English, these clauses are titled 'duration', 'term' and/or 'term and duration'. In the Italian sub-corpus, they are referred to as '*durata*' and '*rinnovo e cessazione del contratto*'.

The contract duration (or contract term) is discussed in detail in the next chapter; in particular, in the sections dedicated to contract-specific terminology (see § 4.1.3, Tables 66 and 73). The words 'duration' and 'term', in fact, do not pose any specific translation or legal interpretation challenge, apart from the polysemy in the word 'term'. Therefore, they are not addressed further in this chapter.

Of a different kind is the word 'termination', which implies different principles of the common law and civil law systems, and triggers different legal consequences. Almost the same can be said of the word 'cancellation', especially in light of the Consumer Contracts (Information, Cancellation and Additional Payments) Regulations 2013¹¹. The next sections shed light on these two relevant, but controversial terms.

3.6.1 Termination and Cancellation in the common law system

The common law systems of the UK and of the USA tackle contract 'termination' and 'cancellation' in different ways. According to the North-American Uniform Commercial Code (UCC)¹², in fact, "[c]ancellation' occurs when either party puts an end to the contract for breach by the other', whereas "[t]ermination' occurs when either party (...) puts an end to the contract otherwise than for its breach"¹³. Hence, the word 'cancellation' should be used when referring to default in contracts governed by the law of the United States of America. On the contrary, the law of England and Wales apparently makes no difference between the two terms and uses them interchangeably¹⁴. For

11

[Online] Available:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/226625/bis-13-1111-the-consumer-contracts-information-cancellation-and-additional-payments-regulations-2013.pdf.

12

Available: <https://www.uniformlaws.org/acts/ucc>.

13

UCC 440.2106

14

See the case *Ralston Builders (Renfrewshire) Limited v. Barbara Adams* (2009), where it is discussed that 'on a material breach there is not an automatic termination or cancellation or the contract. The 'innocent party' may or may not continue with performance of the contract'. See also *Slessor v. Vetco Gray UK Ltd&C* (2006), where it was stated that 'this same approach is to be found in clause B20 which deals with 'Cancellation or Termination' of a contract by a

example, the Explanatory Notes to the Consumer Rights Act¹⁵ (2015) (henceforth 'CRA') explain that 'the phrase 'decides not to conclude or perform' includes where a consumer cancels a contract (and is charged a so-called 'termination fee')' (Section 63, par. 308). As can be noticed, the words 'cancel' and 'terminate' bear the same meaning and produce similar legal effects. In the case in point, they refer to the withdrawal from a contract¹⁶. Section 63, par. 311 further refers to 'rights of withdrawal ('cancellation rights')'. Hence, the three terms ('termination', 'withdrawal' and 'cancellation') are considered equivalent. By contrast, in Section 19, par. 103, the notes set forth the consumer's right to 'treat the contract as terminated for breach' and Section 95, par. 530, highlights that '[i]f late delivery, consumer to nominate a further delivery period. Consumer may terminate contract if second failure'. In these two last examples, the word 'terminate' clearly relates to a breach of a contract, not a withdrawal.

In other English statutes, the terms 'cancellation' and 'termination' are given different meanings and, hence, they produce different legal consequences. For instance, the Consumer Contracts (Information, Cancellation and Additional Payments) Regulations (2013) ('CCR') provides for the consumer's 'right to cancel' as follows: '[t]he consumer may cancel a distance or off-premises contract at any time in the cancellation period without giving any reason, and without incurring any liability' (Section 29, par. 1). This definition refers to the consumer's right of withdrawal. Paragraph 3, in fact, further sets that '[p]aragraph (1) does not affect the consumer's right to *withdraw* an offer made by the consumer to enter into a distance or off-premises contract, at any time before the contract is entered into, without giving any reason and without incurring any liability' [emphasis added]. It is apparent that the words 'cancel / cancellation' and 'withdraw / withdrawal' concern the same situation, i.e., the turning down of an *offer* by the customer (i.e., a 'withdrawal') or the ending of a *contract* (i.e., a 'cancellation') within a given time. Section 30, in fact, sets the cancellation period as follows: 'the cancellation period ends at the end of 14 days after the day on which the contract is entered into'. On the other hand, the word 'terminate' is used in a paragraph titled '[e]ffects of withdrawal or cancellation on ancillary contracts', and it refers to the ending of ancillary contracts in case a consumer 'withdraws an offer' (par. 38). As can be noticed, in English statutes the distinction between these terms is somehow blurred.

customer because of default by any party to the Agreement'. Another clear example is the case *Newland Shipping and Forwarding Ltd v. Toba Trading FZC* (2014), where it is asserted that 'In principle, a contractual right to cancel or terminate a contract (these terms generally being interchangeable) arises when the contract says it arises'. According to the wording used in these cases, it is evident that 'cancellation' and 'termination' are considered equivalent.

15

[Online] Available: <https://www.legislation.gov.uk/ukpga/2015/15/notes>.

16

See Schedule 2, Part 1, par. 4 of the Consumer Rights Act 2015, dealing with unfair terms. [Online].

Available: <https://www.legislation.gov.uk/ukpga/2015/15/schedule/2/enacted>.

In light of the mixed use of the words 'cancellation' and 'termination' by English legal drafters, difficulties in addressing and translating the related legal principles might be expected. As a matter of fact, a 'termination' clause can be considered similar to the Italian '*clausola di recesso*' (back-translation: 'withdrawal clause'), when it refers to the right of a party to change his/her mind and end the contractual relationship within a given period, or a '*clausola risolutiva espressa*' (back-translation: 'express termination clause'), which regulates the ending of a contract in case of default or other reasons established by the parties. At the same time, however, the term 'cancellation' may also refer to a clause setting aside a contract for breach or default (hence, it would be a '*clausola risolutiva espressa*'), and, according to some English statutes, it may also allow the contract withdrawal (and it would be a '*clausola di recesso*'). Table 7 below summarises the similarities between the institutions of 'termination' and 'cancellation' in the English system and their possible rendering according to Italian law.

Table 7. 'Termination' and 'Cancellation' clause headings in English and Italian ToS

Clause Title (English)	Clause Title (Italian)	Back-translations and explanations
Termination	<i>Recesso</i>	Withdrawal (when referring to the right to end a contract because of 'second thoughts').
	<i>Clausola Risolutiva Espressa</i>	Termination Clause / Termination for breach (when ending a contract for breach, default or other stated reason).
Cancellation	<i>Recesso</i>	Withdrawal (e.g., in distance or off-premises contracts, according to the UK CCR).
	<i>Clausola Risolutiva Espressa</i>	Termination Clause / Termination for breach (when ending a contract for breach or default, especially according to the North-American UCC).

In light of the English statute definitions (given in either the CCR or the CRA), the ToS composing the English sub-corpus use the lemma 'withdraw' very sparingly (14 occurrences; 0.18%).

Furthermore, the word 'withdraw(al)' mainly refers to 'services' or 'products', not 'contracts', 'agreements', 'terms of service', or 'offers'. The lemma 'cancel' is more frequent (296 occurrences; 3.74%). This is also visible in clause headings. Nonetheless, the lemma 'terminate' is used regularly when referring to the possibility to both 'withdraw' from or 'cancel' a contract within a given time, as well as end it for breach or other reasons stated by the parties (e.g., the death, winding-up or liquidation of the company or customer). The term, in fact, produces 462 hits (5.8%) in the English sub-corpus. This is apparently in contrast with statute definitions, as the words 'cancellation' and 'termination' should be used in different circumstances. Table 8 below summarises and clarifies which circumstances and reports some sample phrases where the lemmas 'cancel' and 'terminate' are (wrongly) used interchangeably.

Table 8. The lemmas 'terminate' and 'cancel' in English ToS clauses

No.	Clause (English ToS)
1	9.2 The contract may be <u>terminated</u> by the Customer giving 3 months' notice (...) 9.3 (...) the contract may not be <u>cancelled</u> except by agreement in writing of both parties.
2	The Client can exercise their right to <u>cancel</u> by contacting XX through our support site (...) Consequences of <u>Termination</u> *13.1* Termination of the Agreement is without prejudice to the rights and duties of either party accrued prior to termination.
3	Where the Customer is a Consumer , the Customer is entitled to <u>terminate</u> the Agreement within 14 days starting from the day after The Customer receives the Order Confirmation.
4	In the event that the Customer is a consumer , they may be entitled to <u>terminate</u> this Contract at any time.
5	Clients that have purchased the Services as Consumers have the right to <u>cancel</u> the Agreement within 14 days at no additional cost.

As can be seen in line 1 of Table 8 above, the clause firstly refers to the customer's right to 'terminate' (instead of 'cancel', i.e., 'withdraw from') the contract at his/her own will, but it then mentions the fact that the contract can be 'cancelled' by written notice. The same occurs in line 2, where the 'right to cancel' is clearly stated, but it is followed by provisions regarding the consequences of 'termination'. In line 3 and 4, the service provider tries to apply the CCR nomenclature, as it identifies a 'customer' as a 'consumer', but it then uses the word 'terminate' instead of 'cancel'. Line 5 contains correct wording.

3.6.2 Termination and Cancellation in the Italian legal system

According to the Italian legal system, the right to withdraw an offer or cancel a contract within a given time in case of second thoughts is referred to as '*recesso (unilaterale)*' (back-translation: 'unilateral withdrawal') (art. 1373 of the Italian civil code). In addition, the Legislative Decree 21/2014 provides for the rights of consumers in off-premises and distance contracts and allows 14 days to withdraw from a contract without giving any reason. The Italian ToS composing the Italian sub-corpus comply with these provisions (and nomenclature) rigorously. Hence, all Italian clauses refer to a '*diritto di recesso*' (back-translation: 'right of withdrawal'), as shown in Table 9 below.

Table 9. '*Recesso*' in Italian ToS clauses

No.	Clause (Italian ToS)	Back-translations
1	<i>Recesso 13.1. Il Cliente qualificabile come 'consumatore' ai sensi dell'art. 3 del D.lgs. 206/2005 (cd. 'Codice del Consumo'), può esercitare il <u>diritto di recesso</u> nelle forme e modalità previste dagli artt. 52 e seguenti del Codice del Consumo entro il termine di 14 (quattordici) giorni dalla data di perfezionamento del Contratto senza alcuna penalità e senza indicarne le ragioni.</i>	Withdrawal 13.1. The Customer identifiable as a 'consumer' under art. 3 of the Legislative Decree 206/2005 (referred to as 'Consumer's Code'), may assert the right of withdrawal in the forms and methods established by art. 52 and following of the Consumer's Code within the term of 14 (fourteen) days from the date of formation of the Contract without any penalty and without giving any reason.
2	<i>Pertanto il Cliente ha diritto di <u>recedere</u> senza alcuna penalità e senza specificarne il motivo, entro il termine di 14 giorni decorrenti dalla data di acquisto dei servizi.</i>	Hence, the Customer has the right to withdraw without any penalty and without giving any reason, within 14 days starting from the date of purchase of the services.

3.6.3 Comparison between the Italian and the English legal systems

On the basis of the argumentation provided above, Table 10 reports equivalent clauses dealing with the right of 'withdrawal' (and of termination / cancellation) in both sub-corpora. See Appendix 13 for more instances and longer clause extracts.

Table 10. 'Cancellation' or 'Termination' clauses (meaning 'Withdrawal') in English and Italian ToS

No.	Clause (English ToS)	Clause (Italian ToS)	Back-translations
1	<p><u>Termination</u> & <u>Cancellations</u> 27.1 Either party may <u>terminate</u> the Agreement at any time by giving at least 30 days' <u>written notice</u> to the other party (...).</p>	<p><i>Le parti convengono che il cliente potrà <u>recedere unilateralmente</u> dal contratto a norma dell'art. 1373 codice civile mediante <u>comunicazione scritta</u> al fornitore (...).</i></p>	<p>The parties agree that the customer may withdraw unilaterally from the contract under art. 1373 of the civil code by written notice to the provider (...).</p>
2	<p>When purchasing a service or buying a product as a consumer (...) the Consumer Contract Regulations 2013 would ordinarily apply, giving you the <u>right to cancel</u> any Contract within 14 working days (starting the day following the Acceptance Confirmation).</p>	<p><i>Ai sensi e nei limiti di cui al D. Lgs. n. 21/2014 sul <u>'Diritto di Recesso'</u>, l'utente ha diritto di esercitare il diritto di recesso entro 14 giorni lavorativi dalla sottoscrizione del contratto. (...) Il <u>diritto di recesso</u> è esclusivamente riservato al cliente definibile quale 'consumatore'.</i></p>	<p>In accordance and under the Legislative Decree n. 21/2014 on the 'Right of Withdrawal', the user has the right to withdraw within 14 working days from the signing of the contract. (...) The right of withdrawal is conferred upon the customer who is a 'consumer'.</p>
3	<p>XX may <u>terminate</u> this agreement at any time, for any reason, by providing written or electronic mail <u>notice of termination</u> to your primary Web site's e-mail contact address (...).</p>	<p><i>XX potrà in qualsiasi momento <u>recedere</u> dal presente Contratto mediante <u>disdetta</u> scritta da inviarsi con preavviso di almeno trenta giorni (...).</i></p>	<p>XX may withdraw from this contract at any time by written notice to be sent to the customer's latest address at least 30 days in advance (...).</p>

As can be noticed, the nomenclature used in English ToS is varied and not always consistent with statute definitions.

The 'notice of termination' and 'written notice' are the equivalent of '*comunicazione scritta*' (back-translation: 'written communication') (line 1) or '*disdetta*' (line 3) (see also § 4.1.3.2, Table 67, and Appendix 17).

3.6.4 Anticipatory Breach and Repudiation

At common law, a breach of contract can also be 'anticipatory'. This occurs when a party refuses (or communicates his/her inability) to comply with the contract obligations before performance is expected (i.e., before s/he provides the service or the goods). Hence, an 'anticipatory breach', also referred to as 'repudiation', is a clear refusal to perform the contract before performance is due¹⁷. If a party repudiates a contract, it means that he/she is not intending to perform the contract in the future. The injured party may affirm the contract and await performance or terminate it and claim damages¹⁸.

Table 11 below reports extracts of clauses sourced from the English ToS mentioning 'repudiation'. There are no instances of 'anticipatory breach' in the English sub-corpus.

Table 11. 'Repudiation' in English ToS

No.	Clause (English ToS)
1	Delivery and Completion Dates (...) No delay (unless material) shall entitle the Buyer to reject any delivery or performance or any other Order from the Buyer or to <u>repudiate the Contract</u> or the Order.
2	Delivery (...) Where the Order is to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Centre Owner to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more of the instalments shall not entitle the Customer to treat the Order as a whole as <u>repudiated</u> or cancelled.

From the sentences above, it is evident that any failure or delay in the performance of the contract by the provider must not be considered as an intention to repudiate the contract. Hence, in these circumstances, contract repudiation is ruled out.

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In the case *EMFC Loan Syndications LLP v. The Resort Group Plc* (2021), the following explanatory definition is provided: 'Repudiation occurs when a party to a contract evinces an intention no longer to perform his principal obligations under the contract concerned. The test for repudiation involves asking whether there has been an express refusal to perform or, if not, whether the actions of the party concerned are such as to lead a reasonable person to conclude that he no longer intended to be bound by the terms of the contract. (...) [I]n order to be a renunciation, the renunciation must be 'made quite plain'. In such a circumstance, the injured or innocent party may affirm the contract and await performance, or accept the breach, terminate the contract before the other party's performance becomes due, and claim damages'.

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See the case *Koshy v. Deg-Deutsche Investitions Und Entwicklungsgesellschaft Mbh* (2006), where the remedies in case of repudiation are stated as follows: 'whether to accept the repudiation of a contract or to affirm the contract (...); or whether (...) to opt for (...) damages for the loss suffered by that breach'.

In the Italian legal system, there is no such institution as an 'anticipatory breach' or 'repudiation'. The only principle contemplated in similar circumstances is the actual breach or non-performance of the contract. Therefore, according to Italian law, the aggrieved party must await the other party's non-performance before terminating the contract and/or claiming damages (Falvo 2019, p. 26). In the Italian ToS, there are obviously no references to any sort of 'repudiation' or 'anticipatory breach'. There are, instead, references to a '*disdetta anticipata*' or '*recesso anticipato*' (back-translation of both: 'anticipated termination / withdrawal'), which, however, refer to the customer's right to withdraw from the contract before the contract ends. There is no mention of a possible (anticipated) termination for breach. As regards English renderings, it would be tempting to translate '*disdetta anticipata*' or '*recesso anticipato*' as 'early termination'. However, 'early termination' may both refer to an early withdrawal and an early termination for breach¹⁹. Therefore, to some extent, these two terms may be false cognates. Table 12 clarifies this aspect.

Table 12. 'Early termination' in English and Italian ToS

Clause (English ToS)	Clause (Italian ToS)	Back-translations
(A) Early Termination. Customer acknowledges that the amount of the fee for Services is based on Customer's agreement to pay the fee for the entire Initial Term (...). In the event XX terminates the Agreement for Customer's breach of the Agreement (...), or Customer terminates the service (...) for XX's breach, the unpaid fees (...) are due seven (7)	<i>Recesso anticipato 13.1. Le parti convengono che il cliente potrà recedere unilateralmente dal contratto a norma dell'art. 1373 codice civile mediante comunicazione scritta al fornitore inviata a mezzo di lettera raccomandata con avviso di ricevimento.</i>	Anticipated termination / withdrawal 13.1. The parties agree that the customer may unilaterally withdraw from the contract under art. 1373 of the civil code by written communication to the supplier to be sent by registered post with acknowledgement of receipt.

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The different meanings (and legal consequences) associated with the English 'early termination' may also be the result of the parties' freedom at common law to decide the meanings and contents of contractual clauses. See, for example, the varied meanings and legal consequences of 'early termination' clauses in the LawInsider contract database: <https://www.lawinsider.com/clause/early-termination>. See also the case *Croydon London Borough Council v. Kalonga* (2022), where it was affirmed that 'Section 146 of the LPA [Law of Property Act 1925] is all about, and only about, early termination by reason of breach of covenant or condition by the tenant'. However, in the same case, it is stated that 'a fixed term tenancy provides contractual security of tenure at least for the duration of the term, subject (...) to any other provisions for early termination (such as a break clause) which the tenancy agreement might contain.' A 'break clause' is explained as 'the most common means whereby a fixed-term tenancy may be terminated earlier than by effluxion of time, other than by forfeiture.' Hence, 'early termination' corresponds to both a termination for breach and a withdrawal.

<p>business days following termination of the Agreement.</p> <p>(B) In the event that the Centre Owner accepts early termination by the Customer of any preliminary work, the Customer shall pay the Centre Owner for the preliminary work if any carried out prior to such termination on a pro rata basis.</p>		
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In the examples above, the 'early termination' in A) is a termination in case of breach of contract, whereas in B), it is probably a premature withdrawal. The Italian clause only refers to a '*recesso anticipato*' as a withdrawal from the contract before its natural or original end.

3.7 Confidentiality, Privacy Policy and Intellectual Property Rights

English and Italian clauses dealing with confidentiality, privacy and intellectual property rights are similar in terminology, contents, and in the legal effects they produce. Confidentiality clauses are generally referred to as 'confidentiality', 'confidential information' and 'nondisclosure' in the English sub-corpus, and their equivalent in the Italian sub-corpus is '*riservatezza*' (back-translation: 'confidentiality'). Privacy policy clauses are generally titled 'privacy policy' or 'data protection', and their Italian counterpart is '*tutela della privacy*' (back-translation: 'privacy protection'). Intellectual property rights clauses are called 'intellectual property right' or 'copyright' in the English ToS, whereas in Italian they are titled '*diritti d'autore*' (back-translation: 'copyright'), '*copyright*', '*proprietà intellettuale e utilizzo del materiale*' (back-translation: 'intellectual property right and use of the materials') and '*copyright e licenze*' (back-translation: 'copyright and licences').

3.7.1 Confidentiality

Table 13 shows equivalent English and Italian confidentiality clauses. More examples are listed in Appendix 13.

Table 13. 'Confidentiality' clauses in English and Italian ToS

Clause (English ToS)	Clause (Italian ToS)	Back-translations
CONFIDENTIAL INFORMATION 15.1 (...). All material considered confidential by either party shall be designated as confidential. Confidential Information shall not be disclosed to third parties and shall only be used as needed to perform this Agreement.	<i>RISERVATEZZA 9.1 XX si impegna a non divulgare a terzi nessuna informazione relativa agli apparati sotto assistenza della quale potrebbe venire a conoscenza durante l'espletamento della propria attività (...).</i>	CONFIDENTIALITY. 9.1 XX shall not divulge to third parties any information related to the devices for which it provides assistance and of which it may become aware during the performance of its activities (...).

As can be noticed, the English and Italian confidentiality clauses set the prohibition to divulge or disseminate confidential information. They are, hence, very similar as regards their contents and purposes. Also, no differences are noticed in the legal effects they produce.

3.7.2 Privacy Policy

As regards privacy policies, the two sub-corpora present clauses which produce similar legal effects. Table 14 below shows equivalent clauses sourced from the English and Italian ToS. See Appendix 13 for more examples.

Table 14. 'Privacy Policy' clauses in English and Italian ToS

No.	Clause (English ToS)	Clause (Italian ToS)	Back-translations
1	Privacy Policy. The Supplier and any third party associates shall use information provided by the Client in relation to this agreement in accordance with the Data Protection Act 1998.	<i>Tutela della Privacy. Informiamo che i dati personali trattati sono quelli da lei forniti a FORNITORE, per l'espletamento del rapporto contrattuale definito. (...). <u>Titolare del trattamento dei suoi dati personali, ai sensi del Reg. UE 2016/679 GDPR è il</u></i>	Privacy Policy/Protection. We inform that the personal data dealt with are those provided to PROVIDER to perform the contractual relationship. (...). The personal data processor under the EU GDPR 2016/679 is PROVIDER.

		<i>FORNITORE.</i>	
2	For the purposes of any Personal Data processed during the performance of the Services the Company shall be the <u>Data Processor</u> of that Personal Data and the Client shall be the <u>Data Controller</u> .	<i>Per effetto del perfezionamento del presente contratto e ai sensi di quanto previsto dal Regolamento UE 2016/679 e dalla normativa vigente in materia, il Cliente, in qualità di <u>Titolare dei dati personali</u> (...), nomina XX come <u>Responsabile del trattamento dei dati personali</u>.</i>	As a result of the formation of this contract and under the provisions of the EU Regulation 2016/679 and of the regulations in force, the Customer, as Owner of personal data (...), appoints XX as Responsible for the personal data processing.

As can be seen, there are no discrepancies in the two sets of clauses dealing with privacy policy and customers' personal data. In line 1, the English and Italian clauses quote the statute applied, whereas in line 2, the clauses explain who the data processor and the data controller are. In this respect, the only difference in the English and Italian ToS regards the names given to the parties involved in data processing. The 'data processor' corresponds to the '*titolare del trattamento dati*' or '*responsabile del trattamento dati*' (back-translations: 'owner of data processing' and 'responsible for data processing'), i.e., the company, whereas the 'data controller' is the equivalent of the '*titolare dei dati personali*' (back-translation: 'owner of personal data'), i.e., the customer. Apart from this lexical aspect, no other relevant peculiarities come to the fore.

3.7.3 Intellectual Property Rights

The same considerations on clause equivalences and legal effects regard Intellectual Property Rights (IPR). Table 15 reports some examples (see also Appendix 13).

Table 15. 'Intellectual Property Rights' clauses in English and Italian ToS

No.	Clause (English ToS)	Clause (Italian ToS)	Back-translations
1	Intellectual Property Rights. (...) 8.2 You retain all Intellectual Property Rights in the software and materials that you provide to us and	<i>Sono conferiti ad XX tutti i poteri necessari allo scopo, compresi quelli per modificare i dati del titolare del nome a dominio.</i>	XX is granted all powers and authorities for the purposes of the contract, including the power to modify the customer's

	you grant us a licence to such Intellectual Property Rights to the extent required for us to perform our obligations pursuant to this Contract.		personal data and domain name.
2	8.3 All Intellectual Property Rights in any works arising in connection with the performance of the Services by us (the "Works") shall be our property, and we hereby grant to you a non-exclusive licence to such Intellectual Property Rights for the sole purpose of receiving the benefit of the Services.	<i>Diritti d'autore, Copyright, Proprietà Intellettuale e Utilizzo del materiale 11.1 I diritti d'autore sulle pagine dei social network o del Sito Web e su ciascuna parte di esso realizzati dal Fornitore, (...), sono di esclusiva pertinenza del Fornitore. (...) Il Fornitore conferisce al Cliente i pieni diritti di utilizzazione economica sui suddetti materiali.</i>	Copyright, Intellectual Property and Use of the materials. 11.1 The copyright on social networks' pages or on the website and on each part of the same realized by the Provider, (...), belong exclusively to the Provider. (...) The Provider grants the Customer full rights to use such materials for commercial purposes.

As can be noticed, there are no particular differences in the language and legal implications of the clauses dealing with IPR. Both English and Italian clauses, in fact, mention the granting (from the customer to the company, line 1) of an IPR licence to perform the contract and, at the same time, the granting (from the company to the customer, line 2) of a non-exclusive IPR licence to access the services.

3.8 Limitation of Liability

The clauses concerning the (company's) limitation of liability are very articulated and imply several legal principles, with evident differences in the two legal systems. The clause heading 'limitation of liability' is the equivalent of '*limitazione della responsabilità*' in Italian.

Limitation of liability clauses list the cases and circumstances where a party (generally the seller or provider) is not considered liable for any damage or loss. These clauses tend to be all-inclusive and very detailed. Some principles are common in both legal systems, whereas others are not addressed

by Italian law, and some are even against Italian mandatory rules.

For example, common law clauses allow the exclusion of liability in many cases and events, with the exception of fraud and fraudulent misrepresentation. As defined in *The People's Law Dictionary*, 'fraud is intended to employ dishonesty to deprive another of money, property or a right' (Hill, Thompson Hill 2002, p. 180). A fraudulent misrepresentation is, hence, a wilful misstatement of facts (misrepresentation is addressed in a later section of this chapter).

The Italian civil code establishes that any understanding or covenant excluding a party's liability for '*dolo o colpa grave*' ('fraud or gross negligence') is void (art. 1229, par. 1). Hence, a party acting with gross negligence is always considered liable, according to Italian law. *The People's Law Dictionary* defines gross negligence as 'carelessness which is in reckless disregard for the safety or lives of others, and is so great it appears to be a conscious violation of other people's rights to safety. It is more than simple inadvertence, but it is just shy of being intentionally evil' (Hill, Thompson Hill 2002, p. 189). Similar definitions are given in the Italian legal system²⁰. Also, according to Italian law, any covenant or understanding which excludes liability in case of non-compliance with '*ordine pubblico*' (public order's rules, e.g., physical injuries) is void (civil code, art. 1229, par. 2). As far as consumer contracts are concerned, the Italian jurisprudence has interpreted the second paragraph of art. 1229 extensively and has included 'negligence' (in particular, even '*colpa lieve*', back-translation: 'light negligence') (Di Marzio 2016, p. 5). This means that any covenant excluding the company's liability for '*colpa*', or even '*colpa lieve*', is void in Italian consumer contracts. Negligence is often mentioned and excluded in many common law limitation of liability clauses. Hence, according to the Italian legal system, (consumer's) contracts limiting a party's liability for negligence are void, whereas at common law they are valid and enforceable.

Table 16 reports some clauses sourced from both sub-corpora dealing with the company's limitation of liability. Appendix 13 shows longer extracts. Other important common law and civil law institutions and principles are underlined. They are dealt with in separate sections as their implications are relevant.

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See the decision No. 2260/70 of the *Corte di Cassazione* and the Italian civil code, art. 935, 1900 and 2236. In its decision No. 50078/17, the *Corte di Cassazione* defines '*colpa grave*' as a '*deviazione ragguardevole rispetto all'agire appropriato*' (back-translation: 'substantial deviation from an appropriate behaviour').

Table 16. 'Limitation of Liability' clauses in English and Italian ToS

No.	Clause (English ToS)	Clause (Italian ToS)	Back-translations
1	<p>You also agree that XX will not be liable for any <u>indirect, special, incidental, or consequential damages</u> of any kind (including lost profits) regardless of the form of action whether in contract, tort (including <u>negligence</u>), or otherwise (...).</p>	<p><i>Il Cliente prende atto ed accetta (...) di non poter avanzare nei confronti di XX alcuna richiesta di <u>indennizzo, di risarcimento del danno o pretesa di alcun genere.</u></i></p>	<p>The Customer acknowledges and agrees (...) that s/he shall not have any claim against XX for indemnification, damages or claims of any kind.</p>
2	<p>LIMITATION OF LIABILITY (...) XX shall not in any circumstances be liable to the Controller whether <u>in contract, tort</u> (including for <u>negligence</u> and <u>breach of statutory duty</u> howsoever arising), <u>misrepresentation</u> (whether <u>innocent or negligent</u>), restitution or otherwise, for: 3.2.1 any loss (...).</p>	<p><i>Limitazioni di Responsabilità. (...) In tutti i casi sopra elencati, XX non risponderà di alcuna perdita, danno o lesione subiti e/o subendi dal Cliente e/o da terzi, siano essi diretti o indiretti, prevedibili o imprevedibili, (...).</i></p>	<p>Limitation of Liability (...) In all cases above-mentioned, XX shall not be liable for any loss, damage or injury howsoever suffered or sustained by Customer and/or third parties, be them direct, indirect, foreseeable or unforeseeable, (...).</p>
3	<p>The total liability of the Provider (whether <u>in contract, tort or otherwise</u>) under or in connection with this Agreement (...) shall not exceed the total Fees (...) paid or payable by the Customer in respect of the provision of this service.</p>	<p><i>XX si impegna esclusivamente al versamento in Suo favore del doppio del corrispettivo pagato per l'acquisto del servizio.</i></p>	<p>XX shall exclusively pay double the price paid by Customer to purchase the service.</p>

As previously mentioned, in accordance with the jurisprudence's interpretation of art. 1229 of the

Italian civil code, the exclusion of liability in case of negligence in consumer contracts is prohibited. As can be seen in the table above, no Italian clause mentions it. At common law, instead, negligence can be excluded. This is clear in the English clauses of line 1 and 2 above.

Also, as can be inferred from the first line, there are many types of 'damages' (i.e., indirect, special, incidental or consequential), which are not addressed in the Italian legal system. According to the Italian civil code, in fact, the losses which can be compensated for are only those that are directly connected to the damage (art. 1223). Therefore, there must always be a connection between a damaging event and a loss. The next section tackles the various types of 'damages' in both legal systems.

In the second line, the expression 'breach of statutory duty' refers to the violation of any law provision. This phrase is relevant because the word 'statutory' could be supposed to originate from 'statute', meaning 'by-laws', and, hence, translated as '*statutario*' (i.e., deriving from '*statuto*'). The Italian equivalents of the phrase are, instead, '*violazione delle vigenti disposizioni di legge*', '*violazione della vigente normativa*' and '*violazione delle leggi vigenti*' (back-translations: 'infringement of existing law provisions' and 'infringement of existing laws'), which are present in the Italian sub-corpus. Therefore, 'statutory' is a false cognate in some circumstances.

The expression 'in contract, tort (or otherwise)' (line 2 and 3) regards the application of contract law or tort (i.e., extra-contractual) law at common law. They are discussed in a later section. Line 3 also reports the maximum amount of liability, which poses no particular challenge.

3.8.1 Damage and Damages

As noticed, the first line of Table 16 above mentions 'damages' (English column) and '*risarcimento del danno*' (Italian column). The majority of the limitation of liability clauses of the common law system addresses and implies the institution of 'damages'. At common law, 'damages' are a form of financial compensation in case of 'damage' or 'loss'. The uncountable noun 'damage' finds a synonym in 'harm' or 'loss', and is not the same as 'damages' (Law 2015, p. 169, Parastatidou et al. 2021, p. 27), although the two terms are often mistakenly considered interchangeable (some examples of mistaken nomenclature are reported in Table 17). The English case-law has provided clear definitions, such as the following: 'the two things [*damage and damages*] are quite different. Damages are the financial compensation for the damage, whatever it is that is sustained' [emphasis added]; 'the closest synonym of 'damage' is 'harm', and 'the natural and ordinary meaning of

'damage' means sufficient harm or loss'²¹. Despite the above clear-cut definitions, contract drafters often use the two terms inappropriately. Table 17 below reports some clauses with an incorrect use of the terms.

Table 17. 'Damages' instead of 'Damage' in English ToS

No.	Clause (English ToS)
1	INDEMNIFICATION AND LIABILITY *17.1 By You:* You shall indemnify Us from any and all <u>damages</u> , liabilities, costs, losses, expenses or legal fees.
2	You agree to be liable for any <u>damages</u> or loss of service which results in <u>damages</u> to XX.

As can be seen in both line 1 and 2 above, the word 'damages' is a synonym of 'loss' and 'injuries'. Hence, it should be referred to as 'damage'.

As regards the various types of 'damages' at common law, in *Hadley v. Baxendale* (1854), a distinction was made between 'direct damages' and 'indirect damages'. The former are defined as losses that are fairly and reasonably contemplated by the parties when entering into the contract. The latter are losses which require knowledge of special circumstances outside the ordinary course of things, which, however, are known to the parties. In *Earl's Terrace Properties Ltd v. Nilsson Design Ltd* (2004), in fact, it is mentioned that 'indirect damages are those which are only loosely connected with the damage in question (...) [t]he damage can be physical or economic'.

There are also other distinctions at common law, for example between 'consequential damages' and 'special damages'. In the case *Star Polaris LLC v HHIC-Phil Inc* (2016), the English High Court provided a definition of 'consequential damages' that includes financial losses resulting from physical damage. In particular, 'consequential losses' include losses above and beyond the cost of repair and replacement of physical damage. As regards 'special damages', *The People's Law Dictionary* defines them as 'damages claimed and/or awarded in a lawsuit which were out-of-pocket costs directly as the result of the breach of contract' (Hill, Thompson Hill 2002, p. 386). Therefore, they may include costs of repairs, medical bills, or loss of wages. Table 18 reports a definition of 'consequential losses' sourced from the English ToS.

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These definitions are sourced from the following cases: *Royal Brompton Hospital National Health Service Trust v. Watkins* (2000); *Royal Brompton Hospital National Health Service Trust v. Hammond and Others and Taylor Woodrow Construction* (2002), and *Wink v. Croatia Osiguranje DD* (2013), respectively.

Table 18. Definition of 'consequential losses/damages' in English ToS

Clause (English ToS)
'Consequential Loss' shall for the purposes of this clause mean (i) pure economic loss; (ii) losses incurred by any client of the Customer or other third party; (iii) loss of profits (whether categorised as direct or indirect); (iv) losses arising from business interruption; (v) loss of business revenue, goodwill or anticipated savings; (vi) losses whether or not occurring in the normal course of business, wasted management or staff time and; (vii) loss or corruption of data.

As can be noticed, the list is fairly comprehensive.

Sometimes limitation of liability clauses also mention 'punitive damages'. In the case *Cassell & Co Ltd v. Broome* (1972), punitive damages are defined as 'a sum sufficient as punishment', whose purpose is that of 'punishment or deterrence'. According to *The People's Law Dictionary*, in fact, they are 'awarded in a lawsuit as punishment and example to others for malicious, evil or particularly fraudulent acts' (Hill, Thompson Hill 2002, p. 339). For this reason, they are also referred to as 'exemplary damages'²².

Table 19 reports a limitation of liability clause excluding the various types of 'damages' where 'punitive damages' are mentioned.

Table 19. Various types of 'Damages' in English ToS

Clause (English ToS)
In no event shall we be liable for any lost data or content, lost profits, business interruption or for any <u>indirect, incidental, special, consequential, exemplary or punitive damages</u> arising out of or relating to the materials or the services provided by us.

It should be questioned whether such a restrictive clause would limit the power of the court to award any kind of damages to an affected party. Although worthwhile mentioning, this chapter does not explore this possibility.

3.8.2 Damages in the Italian civil code

The Italian civil code (art. 1223) establishes that '*il risarcimento del danno per l'inadempimento o*

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Definition given in the lawsuit *Cassel & Co Ltd v. Broome* (1972).

per il ritardo deve comprendere così la perdita subita dal creditore come il mancato guadagno, in quanto ne siano conseguenza immediata' (back-translation: 'damages for non-performance or late performance must consider the creditor's loss suffered and the lost profits directly flowing from/connected to it'). No other definitions are provided in the civil code. Hence, the Italian legal system does not contemplate several types of 'damages'. The only 'damages' tackled are '*risarcimento danni*' (or '*risarcimento del danno*', back-translation of both: 'compensation for damage/losses'), whereas the equivalent of 'damage' is '*danno*' (back-translation: 'injury/loss/harm').

In view of the absence of a definition of 'indirect damages' in the civil code, the Italian *Corte di Cassazione* has gradually admitted and included '*danni indiretti*' (back-translation: 'indirect losses'), provided that they are somehow connected to the wrong by a cause-and-effect relation. The following decision clarifies this aspect: '*il rapporto fra illecito ed evento può anche non essere diretto ed immediato se (...) il primo non si sarebbe verificato in assenza del secondo*'²³ (back-translation: 'the relation between the wrong and the [harmful] event may also not be direct or immediate if (...) the former would have not occurred without the latter').

As far as 'punitive damages' are concerned, there used to be no equivalent in the Italian legal system. A recent decision of the Italian *Corte di Cassazione*, however, mentioned and admitted '*danni punitivi*' (back-translation: 'punitive losses') over and above standard compensatory damages²⁴. The decision settled a dispute between an Italian and a North American company.

In addition to the peculiarities mentioned above, Italian 'damages' clauses mention not only the '*risarcimento del danno*', but also a '*risarcimento del maggior danno*' (back-translation: 'compensation for the additional damage'). This type of damage is also addressed in the next chapter (see § 4.2.2, Table 82), which considers some lexical aspects and implications of this expression. In this section, it suffices to mention that it is used in clauses addressing monetary disbursements such as '*rimborso*' (back-translation: 'refund') and '*indennizzo*' (back-translation: 'indemnification/compensation') (refer to Table 82, Chapter 4, and Table 20). At common law, there is no straightforward equivalent of '*maggior danno*'.

²³
Decision No. 5913/2000 of the *Corte di Cassazione*.

²⁴
Decision No. 16601/2017 of the *Corte di Cassazione*.

Table 20. 'Damages' in English and Italian ToS

Clause (English ToS)	Clause (Italian ToS)	Back-translation
1.3 (...) In no circumstances shall XX or its suppliers be liable in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof for: (...) 1.3.8 <u>any special indirect or consequential damage of any nature whatsoever</u> , arising directly or indirectly out of the provision by XX of the Services or the performance by XX of the Contract.	<p>(A) <i>Resta salvo, in ogni caso, il diritto di XX di richiedere al Cliente il <u>risarcimento del maggior danno</u> e resta, altresì, inteso che il Cliente non potrà avanzare nei confronti di XX alcuna richiesta di <u>rimborso, indennizzo e/o risarcimento danni per il periodo di tempo in cui non ha usufruito del Servizio.</u></i></p> <p>(B) <i>Il Cliente (...) non potrà avanzare nei confronti di quest'ultima alcuna ulteriore pretesa, né quale <u>risarcimento, indennizzo o ad altro titolo.</u></i></p>	<p>(A) This is without prejudice to XX's right to demand to Customer compensation for the additional damage and it is also understood that Customer shall have no claim against XX for any refund, indemnification and/or damages for the time Customer used the Service.</p> <p>(B) The Customer (...) shall not have any other claim, either as damages or indemnification on any other ground whatsoever.</p>

According to the Italian civil code (art. 1224), a '*maggior danno*' (back-translation: 'additional damage') corresponds to an additional detriment suffered by a party because of the non-performance (generally the non-payment) by the other. The word '*rimborso*' (see A in Table 20 above) is the equivalent of the English 'refund' and poses no particular legal interpretation challenges, although from a lexical perspective it might be mistakenly translated as 'reimburse' or 'reimbursement'. The word '*indennizzo*' (back-translation: 'indemnification/compensation') is discussed in detail in a later section dedicated to indemnification clauses.

In B) of Table 20 above, it is possible to notice that the Italian contract drafters resorted to vagueness, such as '*ad altro titolo*' (back-translation: 'on any other ground whatsoever') in order to imply any other form of compensation.

As can be noticed, there are a few discrepancies between the two legal systems, as far as 'damages' are concerned. The common law focuses on various forms of 'damages' by resorting to several definitions and by applying nuances, whereas the Italian civil law system is apparently simpler and

not particularly rich in subtleties.

3.8.3 Liquidated Damages

Slightly different from the above-mentioned types of damages are 'liquidated damages', which form a particular clause dealing with penalties in case of (early) termination, non-performance, or non-compliant performance of the contract (Law 2015, p. 169)²⁵. Table 21 reports equivalent clauses in this respect.

Table 21. 'Liquidated Damages' clauses in English and Italian ToS

No.	Clause (English ToS)	Clause (Italian ToS)	Back-translation
1	In the event of termination of your use of the Service under this section, XX Web Hosting may at its sole discretion retain any or all amounts you have paid for use of the Service as <u>liquidated damages</u> for your actions.	<i>In caso di disdetta, recesso o risoluzione illegittimi da parte del Cliente, XX è sin d'ora autorizzata a trattenere le somme pagate dal Cliente a titolo di <u>penale</u>, fatto salvo in ogni caso il risarcimento del maggior danno.</i>	In the event of an unlawful termination, withdrawal or cancellation by Customer, XX reserves henceforth the right to withhold the amount paid by Customer as penalty without prejudice to any claim for additional damages.
2	If you do not wish to continue with the service as a result of the change to the Terms and Conditions, you may terminate the Contract without <u>penalty</u> by giving us written notice to reach us not less than seven (7) days before the date when the alteration to our Terms and Conditions is to take effect.	<i>XX si riserva la facoltà di modificare i suoi prezzi in qualsiasi momento, a condizione di informare il Cliente con un avviso on line o via email. In questo caso, il Cliente avrà a disposizione un mese di tempo a partire da detta informativa per recedere dal presente contratto senza <u>penale</u> alcuna.</i>	XX reserves the right to modify its prices at any time, provided that it will inform the Customer online or via email. In this case, the Customer shall have one month from such communication/notice to withdraw from this contract without any penalty.

²⁵

Jonathan Law (2015, p. 169) defines 'liquidated damages' as follows: 'a sum fixed in advance by the parties to a contract as the amount to be paid in the event of a breach. They are recoverable provided that the sum fixed was a fair pre-estimate of the likely consequences of a breach, but not if they were imposed as a penalty'.

At common law, '[l]iquidated damages are a set amount of damages agreed by parties of a contract to become due as compensation in case of the breach of specific obligations under the contract'²⁶. Therefore, liquidated damages clauses are applied in the event of contract non-performance or non-compliant performance. Penalties also address the contract non- or non-compliant performance. However, at common law these two institutions are different. Penalties are considered excessive. They are a fixed amount which does not take into account the actual party's harm or loss. For this reason, at common law, penalty clauses are void and of no effect^{27 28}.

Deciding whether a clause refers to liquidated damages or penalty is a matter of interpretation left to the discretion of the judge. In the case *Dunlop Pneumatic Tyre Company v New Garage and Motor Company Ltd* (1915), in fact, it was stated that 'the question whether a sum stipulated is penalty or liquidated damages is a question of construction'. It is worthwhile noticing that the word 'construction' is a synonym of 'interpretation'. For this reason, it is polysemous as it has a different meaning in everyday language.

3.8.3.1 Liquidated damages in the Italian civil law system

In the Italian legal tradition, both penalties and liquidated damages clauses are referred to as '*clausole penali*' (back-translation: 'penalty clauses'). Hence, there is no distinction between the two. Furthermore, under Italian law, if a penalty clause is excessive in the amount, the affected party may ask a court to reduce it (art. 1384 of the Italian civil code) or, according to a more recent decision of the Italian *Corte di Cassazione*, to make it void²⁹.

26

See the Commission Decision (EU) 2017/2112 adopted by the UK:

<https://www.legislation.gov.uk/eudn/2017/2112/adopted/data.xht?view=snippet&wrap=true>.

27

See par. 5.14.1 of the 'Unfair contract terms guidance' (2015), which quotes: 'A requirement to pay more in compensation for a breach than a reasonable pre-estimate of the loss caused to the trader is one kind of sanction that is liable to be considered disproportionate. Such a requirement may be void to the extent that it amounts to a penalty under English common law'. [Online]. Available <https://www.gov.uk/government/publications/unfair-contract-terms-cma37>.

See also the comment of Baron Diplock L.J in the case *Financing Ltd v. Baldock* (1963): 'this clause is void as a penalty clause' and the more recent *Blue-Sky Solutions Ltd v. Be Caring Ltd* (2021), where it is stated that 'clause 4.6 is a penalty clause and thus void'.

28

A clear distinction between liquidated damages and penalties is provided by the House of Lords' decision in the case *Dunlop Pneumatic Tyre Company v New Garage and Motor Company Ltd* (1915), where it is stated that 'the essence of a penalty is a payment of money stipulated as *in terrorem* of the offending party; the essence of liquidated damages is a genuine pre-estimate of damage'. In the same case, the test for a penalty clause is defined as follows: 'it will be held to be penalty if the sum stipulated for is extravagant and unconscionable in amount in comparison with the greatest loss that could conceivably be proved to have followed from the breach'.

29

Decision No. 13902/2016 of the *Corte di Cassazione*.

Nonetheless, a liquidated damages (or penalty) clause may challenge Italian mandatory rules if it sets a minimum amount. This would lead, in fact, to an '*irriducibilità della clausola penale*' (Citarella 2016, p. 56) (back-translation: 'irreducibility of the penalty clause'). The challenge lies in the fact that the judge's power to intervene and reduce its amount is hampered. For this reason, the *Corte di Cassazione* ruled that a court can still reduce the amount of a penalty clause, even if the parties set a minimum amount³⁰.

Finally, with reference to Table 21 above, it can be noticed that the 'liquidated damages' mentioned in line 1 has a different meaning and implications from the 'penalty' in line 2. In the first line, in fact, both 'liquidated damages' and '*penale*' correspond to the amount of money that the customer has to pay in case of (an unlawful) termination of the contract. On the contrary, the second line states that if the provider changes the terms and conditions at its will, the customer has the possibility to withdraw from the contract without paying anything. Therefore, the two circumstances are slightly different, as the second case does not refer to the contract non-performance. The terms used in Italian, however, are the same, i.e., '*penali*'.

3.8.4 In contract or in tort

The limitation of liability clauses reported in Table 16 mention the phrases 'in contract, tort' (line 1 and 2) and 'in contract, tort or otherwise' (line 3). Table 22 below reports another example.

Table 22. 'In contract, tort' in English ToS

Clause (English ToS)
XX shall not be liable to the Customer (whether <u>in contract, tort</u> , including negligence and breach of duty, <u>or otherwise at law</u>) for any: 7.2.1 Indirect or consequential loss; and/or 7.2.2 Loss of profits, revenue or goodwill of the Customer.

The expression 'in contract, tort' is to be intended 'according to the law of contract and according to the law of tort' of the common law system. Therefore, it implies at least two separate complex institutions. The phrase 'or otherwise at law' refers to the rules of the common law system, as opposed to those of 'equity'.

³⁰
Decision No. 24458/2007 of the *Corte di Cassazione*.

As regards the first expression, listing and addressing the principles of contract law and tort law would go beyond the scope and purpose of this research. However, it suffices to mention that contract law consists of a set of rules originating from the case-law and statutes concerned with the formation, performance and ending of contracts. Contract law corresponds to the Italian discipline of contracts and obligations, which is addressed, amongst others, in a special section of the civil code called '*Libro Quarto*' (back-translation: 'Fourth Book'). By contrast, tort law is mainly concerned with extra-contractual obligations arising, for example, from civil wrongs. It would be tempting to compare tort law principles with those of the Italian '*responsabilità extracontrattuale*', also called '*responsabilità civile*' or '*responsabilità aquiliana*' (back-translation of all: 'extra-contractual liability'), regulated by art. 2043 of the civil code, or even with some institutions of the Italian criminal law (e.g., '*reati*', 'criminal offences'). Nonetheless, scholars warn against making such parallelisms, as the common law and civil law systems have their own peculiarities and *tout court* comparisons may lead to misinterpretations (Valori 2008, p. 4).

Once definitions and (dis)similarities are made clear, an acceptable equivalent of the simple phrase 'in contract, or tort' can be found in Italian ToS clauses mentioning '*responsabilità contrattuale e extracontrattuale*' (back-translation: 'contractual and extra-contractual liability'). It is possible to accept such an equivalence as it only concerns a phrase. Table 23 below reports an example (see also Appendix 13).

Table 23. 'In contract, or tort' clauses in English and Italian ToS.

Clause (English ToS)	Clause (Italian ToS)	Back-translation
XX will not be liable to the Client <u>in contract, tort</u> , misrepresentation or otherwise (including negligence), for any indirect or consequential loss or damage (...).	<i>Limitazione della responsabilità. (...) L'utente riconosce ed accetta che il fornitore non potrà in alcun caso essere considerato responsabile - né a titolo contrattuale, né a titolo extracontrattuale - nei confronti dell'utente (ovvero di terzi) per qualsiasi tipo di danno diretto o indiretto (...).</i>	Limitation of liability. (...) The user acknowledges and agrees that the provider shall not in any circumstances be held liable – either contractually or extra-contractually – towards the user (or third parties) for any direct or indirect damage (...).

As can be seen from Table 23 above, the expression 'in contract, tort' finds an equivalent in '*a titolo*

contrattuale, a titolo extra-contrattuale'. As mentioned, this equivalence is justifiable as it concerns the translation of the single phrase 'in contract or tort', without referring to complex legal principles or consequences.

3.8.5 At law or in equity

The expression 'at law' reported in Table 22 is generally used in court documents, memos and briefs, where lawyers claim remedies 'in equity or at law' for their clients. In this way, they try to obtain compensatory measures according to the common law system or the system of equity. This section briefly describes the differences between these two important historical systems.

The law of England and Wales consists of a body of rules evolved through centuries of judgments delivered in courts or defined by legislation. This is known as the 'common law', which is based on legal precedents developed from cases. Another source of law is 'equity', which supplements the laws of England. At the dawn of the common law system, if justice was unattainable through the courts, claimants could petition the King. In particular, they could appeal to the Lord Chancellor, who was the King's most senior advisor and the 'keeper of his conscience'³¹. The Lord Chancellor could act on the King's behalf. Hence, equity developed out of the jurisdiction of the Lord Chancellors, and of the judges acting on their behalf, to issue specific forms of remedy. Therefore, a two-court system evolved: the one of the common law, with rigid rules, and equity, administered by the Court of Chancery and based on fairness and flexibility.

Typical remedies at common law are damages and restitution (i.e., the giving back of what was received), whereas typical remedies in equity are specific performance and injunctive relief or injunction (i.e., judge's orders to do or not to do). Nowadays, for equitable remedies to be granted, claimants need to show that their rights have been infringed, and that equity can provide an alternative remedy to damages (which is the standard remedy at law) (Gambaro, Sacco 2000, pp. 98-102).

The Italian system does not contemplate such a distinction. Consequently, the phrase 'at law or in equity' finds no equivalences of any kind.

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See the speech by Right Honourable Lord Robert Buckland KC MP at the University College London Conference on the Constitution on 17 June 2021: 'Now as you know, the office of the Lord Chancellor has evolved and changed over many, many centuries. While it is something of a personal relief that the title 'Keeper of the King's Conscience' is no longer in the job description, the office continues to have a hugely important constitutional role'. [Online] Available: <https://www.gov.uk/government/speeches/lord-chancellor-speaks-at-ucl-conference-on-the-constitution>.

Finally, Tables 16 and 23 mention 'misrepresentation', which are dealt with in detail in the next section, dedicated to 'representations and warranties'.

3.9 Representations and Warranties

In a 'representations and warranties' clause, the parties list a series of facts that they declare to be true at the time of entering into the contract, as well as a series of obligations that they must comply with once the agreement is signed. The clause headings in English are generally 'warranties', 'warranties and obligations', or 'representations and warranties'. Their Italian equivalents are '*limitazione della garanzia*', '*garanzie e responsabilità*', '*dichiarazioni e assunzioni di responsabilità*', or '*dichiarazioni e garanzie*' (see also Appendix 3).

In order to better grasp the meanings and legal implications of this relevant clause, we must firstly focus on the two separate institutions of 'representations' and 'warranties'.

At common law, a representation is 'a statement of fact made by the representor to the representee on which the representee is intended and entitled to rely as a positive assertion that the fact is true'³². Hence, the statement must be an assumption upon which the representee bases his/her judgement and decision whether to sign an agreement or not. Therefore, a representation is a pre-contractual affirmation made to induce a person to enter into a contract.

Very different from 'representations' are 'terms' and 'warranties'. According to *The People's Law Dictionary*, a 'term' is 'a specified condition or provision' of a contract (Hill, Thompson Hill 2002, p. 407). The same are 'warranties', which are 'promissory terms' composing a contract (Atiyah 1995, p. 180, Garzia 2015, p. 15). Therefore, warranties are commitments or 'undertakings' by the parties (Garzia 2015, p. 15).

Representations and warranties clauses are particularly frequent in 'sale and purchase agreements' (Garzia 2015, pp. 6-7) whereby a company sells its assets, or shares, to another one. In these cases, a complex series of guarantees, or promises, regarding the business good standing is mandatory.

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Definition provided in the cases *Raffaelsen Zentralbank Osterreich AG v Royal Bank of Scotland Plc* (2010); *Cassa di Risparmio della Repubblica di San Marino SpA v Barclays Bank Ltd* (2011), and *Vald. Nielsen Holding A/S Newwatch Ltd v. Baldorino & Ors* (2019).

Some common law scholars consider 'representations and warranties' clauses as redundant and excessive, especially if they establish principles which are generally taken for granted, such as the fact that the contract obligations are valid, binding and enforceable between the parties (Cordero-Moss 2014, p. 12). In this way, they argue, such clauses tend to diminish the importance of common law principles and of the applicable law.

Given their different nature, in the event of a breach of (or non-compliance with) 'representations' or 'warranties', the common law applies different remedies, which are discussed below.

3.9.1 Misrepresentation

A false representation is referred to as a 'misrepresentation'. In particular, a misrepresentation is 'a false statement of fact, past or present. It includes a statement that the representor holds an opinion, intention or belief'³³ (see Law 2014, p. 195). Such a false statement is not a promise.

Common law distinguishes among three types of misrepresentations: fraudulent, negligent and innocent. A fraudulent misrepresentation is a false statement of facts which is made knowingly or recklessly³⁴. The second type of misrepresentation, negligent misrepresentation, occurs when the false statement is made carelessly, as the person making it has no reasonable grounds for believing it was true. This means that the representor's statement is made without duty of care³⁵. Finally, innocent misrepresentation occurs when the representor has reasonable grounds for believing that the false statement was true; hence, the misrepresentation is 'blameless'³⁶.

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Definition given in the case *Axa Sun Life Services PIC v Cannon & Anor* (2007).

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In the case *Soutzos v. Asombang & Ors* (2010), it was asserted that 'the tort of fraudulent misrepresentation (or deceit) is committed where a person makes a false representation, knowing it to be untrue or being reckless as to whether it is true, and intending that the representee should act in reliance on it, and the representee does so rely and suffers loss as a result'.

35

In the case *Andre Caston v. PBI Gordon Corporation* (2014), it was argued that 'the tort of negligent misrepresentation occurs when a party justifiably relies to his detriment on information prepared without reasonable care by one who owed the relying party a duty of care'. A similar statement is mentioned in the case *Royal Bank of Scotland PIC v. James O' Donnel and Ian McDonald* (2014): 'the legal basis for negligent misrepresentation is the ordinary common law duty of care'.

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In this respect, the UK *Social Security and Child Support Commissioner* (1994) stated that 'the essence of innocent misrepresentation is honest belief in the truth of the misrepresentation: if there is no honest belief then the misrepresentation may become fraudulent. However blameless a representor may be (...) a blameless misrepresentation is nevertheless an innocent misrepresentation' - Appeal Tribunal on a Question of Law. Decision of The Social Security Commissioner; CIS/674/1994. [Online] Available: https://www.rightsnet.org.uk/pdfs/cmmr_upload/cis/cis6741994.doc.

3.9.1.1 Remedies

According to the Misrepresentation Act (1967)³⁷, the remedies in case of misrepresentations vary depending on their type (see the Misrepresentation Act 1967 and Law 2014, p. 301). In the event of fraudulent misrepresentation, the party suffering loss obtains the contract rescission as well as damages. In case of negligent misrepresentation, the court can award damages together with the contract rescission, whereas in case of innocent misrepresentation, the court can award damages in lieu of rescission (Section 2(2) of the Misrepresentation Act 1967).

Rescission is an equitable remedy which sets aside a contract and can be invoked in case of misrepresentation, mistake, fraud, duress, undue influence, and minors signing binding agreements. Rescinding a contract means putting the parties back to their initial position, as if the contract never took place. Therefore, the parties' considerations (e.g., payments) must be returned (Goldman, Sigismund 2014, p. 245). Rescission cannot be allowed in case of contract affirmation (i.e., 'where the party seeking it has taken a benefit under the contract', Law 2014, p. 395); lapse of time; if it is not possible to restore the parties to their initial position ('*restitutio in integrum*', Law 2015, p. 169), or if third parties acquired rights under the contract (Chen-Wishart 2018, pp. 225-229, Law 2014, p. 395).

In order to reduce the probability of a contract rescission (and/or a claim for damages) for misrepresentation, a party can exclude any reliance on representations or pre-contractual statements when entering into an agreement with another party. In these circumstances, however, common law prohibits the exclusion of fraudulent misrepresentation. Section 3 of the Misrepresentation Act (1967), titled '[a]voidance of provision excluding liability for misrepresentation', establishes that if a contract term excludes any liability or remedy for misrepresentation, such a clause is of no effect, unless it is reasonable (Misrepresentation Act, Section 3 and Unfair Contract Terms Act, Section 11)³⁸. For example, in the case *Thomas Witter Ltd v TBP Industries Ltd* (1996), a contract clause

37

Misrepresentation Act 1967. [Online]. Available: <https://www.legislation.gov.uk/ukpga/1967/7>.

38

Misrepresentation Act 1967, Section 3: 'If a contract contains a term which would exclude or restrict (a) any liability to which a party to a contract may be subject by reason of any misrepresentation made by him before the contract was made; or (b) any remedy available to another party to the contract by reason of such a misrepresentation, that term shall be of no effect except in so far as it satisfies the requirement of reasonableness as stated in section 11(1) of the M1 Unfair Contract Terms Act 1977'. [Online] Available: <https://www.legislation.gov.uk/ukpga/1967/7>.

Unfair Contract Terms Act (1977), Section 11, par. 1 establishes that 'the requirement of reasonableness (...) is that the term shall have been a fair and reasonable one'. [Online] Available: <https://www.legislation.gov.uk/ukpga/1977/50/section/11>.

See also the case *S. Pearson & Son Ltd v Dublin Corporation* (1907), where it was established that liability cannot be excluded in case of fraudulent misrepresentation. In particular, Lord James of Hereford stated that 'fraud vitiates every

was declared vitiated as it excluded any type of misrepresentation.

3.9.2 Breach of Terms or breach of Warranties and related remedies

As discussed, a false representation amounts to misrepresentation and, hence, to contract rescission and/or damages. On the other hand, a breach of a term (or of a warranty) amounts to a breach of contract, and, hence, to contract termination and/or damages. This means that in the latter case, the injured party may terminate the contract for the non-performance by the other and/or claim damages. However, terminating a contract does not restore the initial situation; therefore, the parties are not put back to their initial position³⁹ (Chen-Wishart 2018, p. 224).

3.9.3 Representations or Terms?

In order to qualify a statement as a 'representation' or a 'term/warranty', courts must interpret the parties' intention and behaviours. This was expressed in the case *Willant Trust Ltd v. Revenue & Customs* (2014), where it is stated that 'a pre-contractual statement will only be treated as having contractual effect if the evidence shows that parties intended this to be the case. Intention is a question of fact to be decided by looking at the totality of the evidence'⁴⁰.

3.9.3.1 Sample clauses in English ToS

Clauses addressing representations, misrepresentations, terms and warranties are present in English ToS and refer to several different circumstances, as Table 24 shows. Appendix 13 reports more instances and longer clause extracts.

Table 24. 'Representations', 'Misrepresentations', 'Terms' and 'Warranties' mentioned in English ToS

No.	Clause (English ToS)
1	The Customer makes the following representations and warranties for the benefit of XX:

contract and every clause in it'.

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In the case *Johnson v Agnew* (1980) it was made clear that termination ends the contract, so its future obligations are not to be expected. However, the accrued obligations are left intact. By contrast, rescission makes a contract as never existed, so the contract is extinguished *ab initio*, i.e., with retrospective effects. Before the *Johnson v Agnew* case, the term 'rescission' was often used interchangeably with 'termination', thus creating confusion.

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In that case, it is also stated that 'in deciding the question of intention, one important consideration will be whether the statement is followed by further negotiations and a written contract not containing any term corresponding to the statement. In such a case, it will be harder to infer that the statement was intended to have contractual effect'.

	Customer represents to XX and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to XX are owned by the Customer.
2	XX makes no warranty or representation of any kind in relation to the likelihood or otherwise of a particular domain name application being successful.
3	We hereby exclude all conditions, terms, representations (other than fraudulent representations) and warranties relating to the Services supplied under this agreement, whether imposed by statute or operation of law or otherwise, that are not expressly stated in these terms and conditions including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose.

As can be noticed, the clause in the first line lists the guarantees that the customer makes to the company, i.e., the obligations that s/he must abide by.

The clause in line 2 is a disclaimer whereby the provider states that it cannot make any assurance regarding the success of the customer's domain name application.

In the clause in line 3, the provider excludes (or disregards) any affirmation, statement or promise ('conditions, terms, representations (...) and warranties') which have not become expressed terms of the contract. This means that the customer cannot invoke the contract rescission in case of misrepresentation. The only misrepresentations the provider will be liable for are obviously 'fraudulent misrepresentations'.

3.9.4 (Mis)representations in the Italian legal system

Representations, or pre-contractual statements, have become increasingly important and addressed in the Italian legal system. Nonetheless, there is currently no clear-cut definition or general rule that governs all cases and circumstances. The Italian discipline of 'representation' is, in fact, sparse and applicable on a case-by-case basis. For example, the civil code lays down the basic principles ruling the parties' pre-contractual behaviour. Art. 1337 of the Italian civil code is titled '*trattative e responsabilità precontrattuale*' (back-translation: 'negotiations and pre-contractual liability') which establishes that during the negotiation and formation of a contract, the parties must act according to good faith. Also, art. 1338 sets that if a party was aware of any cause invalidating the contract, s/he must pay compensation to the other party for the damage suffered for relying on the validity of the contract. It is clear that these principles lay the foundations of pre-contractual statements and

behaviour.

Misrepresentations are then tackled on a case-by-case basis, according to the contract subject-matter. For example, false or inaccurate statements in insurance agreements result in contract avoidance (or voidability) when a party would have not signed the contract (or would have signed it under different conditions), had s/he known the truth. This occurs when the other party acted recklessly or with intentional misconduct (art. 1893, 1894 and 1898 of the Italian civil code). Also, in case of security trading agreements, financial intermediaries must abide by some disclosure obligations (art. 21 of the Legislative Decree 58/1998) in order to allow investors to make informed decisions⁴¹. In addition, the decision No. 26726/2007 of the Italian *Corte di Cassazione* established that the non-compliance with the intermediaries' information obligation amounts to a pre-contractual liability and results in compensation for damages if such obligations were to be abided by before signing the contract. It amounts to contractual liability and results in the contract termination if the non-compliance occurred during the contract performance.

3.9.4.1 Fraud and contract avoidance or voidability in the Italian legal system

Generally speaking, irrespective of whether a statement is 'pre-contractual' or not, in the event of '*dolo*' o '*comportamento doloso*' (back-translation: 'fraud' or 'wilful/fraudulent misconduct'), the Italian civil code sets forth the '*annullamento*' (back-translation: 'avoidance') or '*annullabilità*' (back-translation: 'voidability') of the contract (art. 1439 of the Italian civil code). Fraud is, in fact, a type of '*vizio del consenso*' (back-translation: 'agreement defect') which sets the contract avoidance or voidability (art. 1427 of the civil code). However, the contract avoidance or voidability is possible provided that the other party would have not entered into the contract had s/he known the truth. Contract avoidance/voidability is also possible if a minor enters into an agreement (art. 428 and 1425 of the civil code). In many other cases, damages can be awarded to the party who suffered loss (see the above-mentioned art. 1338 of the civil code on the causes invalidating the contract, and the decision No. 26726/2007 of the *Corte di Cassazione* regarding financial intermediaries' disclosure obligations). However, the aggrieved party must invoke the contract '*annullamento*' (back-translation: 'avoidance/voidability') within 5 years from the discovery of the '*vizio*' (back-translation: 'agreement defect') (or of the other reasons for avoiding the contract), otherwise his/her right expires for '*prescrizione*' ('lapse of time') (art. 1442 of the Italian civil code). Also, the effects of contract avoidance/voidability operate *ex-tunc*, i.e., *ab initio* (from the start). This means that

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See also the decision of the *Corte di Cassazione* No. 10112 of 24/04/2018.

once an avoidance judgement is pronounced, the parties are put back to their initial position.

3.9.5 Representations and Misrepresentations in English and Italian ToS

As the Italian legal system does not provide for a general rule on 'representations', the near equivalent of a 'representations and warranties' clause heading is the Italian '*garanzie*' (back-translation: 'guarantees/warranties'), or '*dichiarazioni e garanzie*' (back-translation: 'statements and guarantees/warranties'). This type of clause has become frequent in many Italian *Contratti di Vendita di Partecipazioni* (i.e., Sale and Purchase Agreements), which address the selling and purchasing of a company's participations or asset (Garzia 2015, pp. 37-38)⁴². They are less common in supply agreements and/or in terms and conditions of sale/service, although references to these institutions and principles are found in the two sub-corpora. Also, 'misrepresentations' are generally referred to as '*dichiarazioni false*' or '*dichiarazioni mendaci*' (back-translation of both: 'fake statements') in the Italian sub-corpus. Table 25 below reports some clauses dealing with 'representations' and 'misrepresentations' in both ToS. See Appendix 13 for more instances.

Table 25. 'Representations' and 'Misrepresentations' in English and Italian ToS

No.	Clause (English ToS)	Clause (Italian ToS)	Back-translation
1	<p><u>REPRESENTATIONS AND WARRANTIES</u> 16.1 By You: You represent and warrant to Us that: 16.1.1 To the best of Your knowledge, use of the Client Content does not infringe the rights of any third party. (...) By Us: We represent and warrant to You that: 16.2.1 We will provide our Services in a professional and workmanlike manner. (...).</p>	<p>(A) <u>GARANZIE</u> E <u>RESPONSABILITÀ DI XX</u>. <i>XX garantisce la continuità nell'erogazione del Servizio, (...).</i></p> <p>(B) <i>Informazioni e specifiche tecniche - garanzia 2.1 L'obbligo di XX sarà basato sulle dichiarazioni e garanzie del Cliente relative ai sistemi hardware e/o ai programmi che intende utilizzare (...). Di tali dichiarazioni e</i></p>	<p>(A) XX's Warranties and Liabilities. XX guarantees continuity in the provision of the Service (...).</p> <p>(B) Information and technical data – warranty 2.1 XX's obligation shall rely on the Customer's declarations and warranties related to the hardware and/or programmes s/he will use (...). The Customer shall be fully and solely liable for such</p>

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See also the decision by the Court of Milan (Business Section) No. 5765 of 29/09/2020.

		<i>garanzie il Cliente assumerà piena ed esclusiva responsabilità.</i>	declarations and warranties.
2	5.3 You warrant that the use by us of the Materials in connection with the provision of the Services will (...) not contain any material which (...) <u>misrepresents your identity</u> or affiliation with any person.	<i>Qualora il Cliente, al momento dell'identificazione abbia, (...), celato la propria reale identità o <u>dichiarato falsamente</u> di essere altro soggetto, (...) Egli prende atto ed accetta che sarà ritenuto, anche penalmente, responsabile per le <u>dichiarazioni mendaci</u> (...).</i>	In the event that the Customer, when providing his/her personal data, had, (...), hidden his/her real identity or falsely declared to be another person, (...) s/he acknowledges and agrees that s/he shall be held liable, also criminally, for fake statements (...).

The clauses in the first line deal with the parties' statements of facts (e.g., the customer's ownership of intellectual property rights or owned hardware) and obligations (e.g., the seller's obligation to provide an on-going service). The second line addresses customer's misrepresentations in the provision of a false identity.

Hence, 'representations and warranties' can be rendered as '*garanzie e responsabilità*', '*dichiarazioni e garanzie*' (see Table 25 above) and '*dichiarazioni e assunzioni di responsabilità*' (see Appendix 13).

3.9.5.1 The English 'Rescission' and the Italian 'Rescissione'

The English term 'rescission' is not the equivalent of the Italian '*rescissione*'. The former is a sort of contract avoidance in case of misrepresentation, mistakes, duress, or undue influence (see § 3.9.1.1), whereas the latter is allowed in case of '*lesione ultra dimidium*' (back-translation: 'loss of half or greater value') (art. 1447 of the Italian civil code). The contract '*rescissione*' (similar to 'avoidance') is granted by a court when a party signed a contract in state of danger or need, and, by entering into it, s/he suffered injuries or losses beyond half or greater value ('*laesio ultra dimidium*').

There is no equivalent of '*rescissione*' at common law, whereas a partial equivalent of a 'rescission' is a contract '*nullità*' ('voidness') or '*annullabilità*' ('avoidance'), according to Italian law. Describing

all the cases of a contract '*nullità*' ('voidness') or '*annullabilità*' ('avoidance') would go beyond the scope of this research project, although some parallelisms were drawn in § 3.9.4. In this section, the reasons for and the effects of a contract '*annullabilità*' are outlined. For example, a contract '*annullabilità*' can be invoked in case of minors entering into binding agreements, or in case of fraud. Similarly to a contract rescission, the '*annullamento*' of a contract cannot be obtained in case of lapse of time. Also, its effects put the parties back to their initial position. Despite these similarities, it is worthwhile reminding that establishing straightforward equivalences can be misleading. Therefore, the (dis)similarities between these institutions are not addressed further.

Finally, it is noticeable that albeit clearly defined by the Italian civil code, the term '*rescissione*' is often mistaken and misused in many Italian contracts⁴³. In this respect, the Italian ToS are no exceptions and present phrases where the term '*rescissione*' is applied improperly. Table 26 below reports some examples.

Table 26. Improper use of '*rescissione*' in Italian ToS

No.	Clause (Italian ToS)	Back-translation
1	<i>Il Cliente non è autorizzato in nessun caso alla divulgazione di informazioni riservate (...) senza la preventiva autorizzazione da parte di XX, in questi casi il contratto verrà rescisso unilateralmente e senza preavviso.</i>	The Customer is not authorised in any circumstance to divulge reserved information (...) without prior authorisation by XX, in these circumstances the contract shall be avoided unilaterally without notice.
2	<i>XX si impegna a preavvisare il cliente, con un anticipo di almeno 7 giorni rispetto alla data in cui verrà rescisso il contratto, nel caso non sia più in grado, ovvero non intenda rinnovare il servizio al cliente.</i>	XX undertakes to provide notice to the customer, at least 7 days before the avoidance date, in the event that it cannot, or it does not want to renew the service.

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See, for example, the mistaken nomenclature in Salvemini 2014, p. 15 and p. 47. Mistaking '*rescissione*' for '*risoluzione*' can be due to historical reasons. Art 340, par. 1 of Law No. 2248 of 20/03/1865 (Exhibit F) on public procurement imposed the contract '*rescissione*' in case of fraud, gross negligence and contract breach: '*[l]Amministrazione è in diritto di rescindere il contratto, quando l'appaltatore si renda colpevole di frode o di grave negligenza, e contravvenga agli obblighi e alle condizioni stipulate*' (back-translation: 'the public body has the right to avoid the contract if the contractor commits fraud or gross negligence and breaches the agreed obligations'). As can be seen, the term '*rescindere*' was applied, amongst others, in case of contract non-performance. This nomenclature was later changed by the first edition of the Italian civil code (1942). The paragraph in question was then abrogated by art. 256 of the Italian Legislative Decree 163/2006. Therefore, for several years there had probably been some confusion between the two terms.

3	<i>Qualora il Cliente intenda recedere dal presente accordo prima dello scadere dello stesso dovrà corrispondere l'intera quota economica di pertinenza anche per il periodo contrattuale di servizio non goduto, a titolo di <u>penale rescissoria</u>.</i>	In the event that the Customer wishes to withdraw from this agreement before the natural expiry, s/he will have to pay the entire fee as an avoidance penalty also for the period where the service was not used.
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The above clauses mirror authentic legal language and real-life situations, as the term '*rescissione*' is often used inappropriately in Italian contracts and mistaken for '*risoluzione*' (Salvadori 2016, p. 186, Salvemini 2014, p. 15). Under Italian law, a '*risoluzione del contratto*' (back-translation: 'contract termination') applies in case of a breach of contract (art. 1453 of the civil code), mutual consent (art. 1372), financial hardship (art. 1467), impossibility (art. 1463) and force majeure (art. 1467). It is evident that the clauses of lines 1 and 2 above refer to a contract breach (hence, the correct term is '*risolto*'), whereas the clause in line 3 concerns an early withdrawal (back-translation: '*recesso*') by the customer, and the term '*penale rescissoria*' should have simply been '*penale*' (back-translation: 'penalty').

3.10 Indemnification

Indemnification clauses tackle the obligation of a party (generally the customer) to indemnify and hold the other party (i.e., the company) free and harmless against any claim or liability that may arise because of his/her behaviour (see also § 4.1.3.1, Table 63). Indemnification clauses exclude liabilities on a party in certain circumstances and provide for payment (compensation) in case of losses or harm.

They characterise both the English and the Italian legal system, albeit with some relevant differences. As already mentioned, according to the Italian civil code, liability cannot be excluded in case of '*dolo*' ('fraud') or '*colpa grave*' ('gross negligence') (art. 1229). Also, the Italian jurisprudence has decided against the exclusion of negligence (in particular, '*colpa lieve*', back-translation: 'light negligence') in consumer contracts (Di Marzio 2016, p. 5). Therefore, Italian indemnification clauses cannot establish that a party holds a company free and harmless if the latter acted with fraud or gross negligence, or even 'light negligence' in consumer contracts. Furthermore, in this type of contracts, indemnification clauses must be approved in writing (art. 33 and 34 of the '*Codice del*

*Consumo*⁴⁴ and art. 1341 of the civil code).

An indemnification clause heading is generally '*manleva*' in Italian. Hence, the word 'indemnification' should not necessarily be translated literally, i.e., '*indennizzo*' or '*indennità*'. These terms have different meanings and imply a wide variety of situations, which may, or may not, be found in common law indemnification clauses. The next section clarifies this aspect.

3.10.1 Indennizzo, indennità and manleva in the Italian legal system

An '*indennizzo*' is an amount of money given to a person who suffered some detriment (called '*pregiudizio*'). The detriment must not necessarily be the result of a wrong, but it may derive from actions undertaken in compliance with the law, where monetary relief is granted to those who suffer from it. The Italian civil code tackles the institution of '*indennizzo*' (back-translation: 'compensation', 'allowance', 'pay', or 'payment', depending on the circumstances) in several articles. A typical situation is the '*espropriazione per pubblico interesse*' (back-translation: 'expropriation for public interest') (art. 834), according to which land can be repossessed or expropriated by the Government for public use (e.g., the building of motorways). In such situations, no wrong is committed, but the land owner will suffer detriment. Therefore, s/he will be granted an '*indennizzo*' ('compensation'). Such compensation is not necessarily commensurate with the detriment suffered. This implies that the value of the detriment might be far higher than the compensation obtained.

The word '*indennità*' generally refers to monetary disbursements granted to workers or people on various occasions, such as business trips ('*indennità di trasferta*', art. 67 of the Presidential Decree 917/1986; equivalent of 'travel allowance' or 'travel expenses'); unemployment ('*indennità di disoccupazione*', art. 1-14 of the Legislative Decree No. 22/2015; similar to 'unemployment benefit' or 'unemployment allowance'); end of the employment ('*indennità di fine rapporto*', art. 2120 of the civil code, and art. 19 of the Presidential Decree 917/1986; corresponding to 'accumulated reserve pay', or 'severance pay/payment'); sickness ('*indennità di malattia*', art. 2087 of the civil code, equivalent of 'statutory sick pay'); disability ('*indennità di accompagnamento*', Law No. 18/1980, equal to 'attendance allowance'), and so on.

As can be noticed, there are several English terms that translate the Italian '*indennità*' or '*indennizzo*', such as 'compensation', 'allowance', 'benefit', 'pay' or 'payment', but not necessarily

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Codice del Consumo. 2005. [Online]. Available: <https://www.codicedelconsumo.it/>.

'indemnity' or 'indemnification'.

3.10.2 Indemnification clauses in English and Italian

In the Italian sub-corpus, there are no instances of 'indennità'. On the contrary, there are many occurrences of 'indennizzo' in several clauses, amongst which are 'indemnification', 'representations and warranties' and 'limitation of liability' clauses. In particular, the word 'indennizzo' does not refer to 'indemnification' in the strictest sense (as already mentioned, 'indemnification' corresponds to 'manleva' in Italian), because 'indennizzo' is the near equivalent of 'compensation' or, more in general, 'claim'. Table 27 below clarifies this aspect and reports some instances (see Appendix 13 for more examples).

Table 27. 'Indemnification' clauses in English and Italian ToS

No.	Clause (English ToS)	Clause (Italian ToS)	Back-translation
1	Client Indemnity. The Client will fully <u>indemnify and keep</u> XX and its Associated Companies, officers, partners, employees and agents <u>fully indemnified</u> from and against all actions, demands, costs (...).	<i>Clausola di manleva. (...) L'utente si impegna comunque a <u>manlevare e mantenere integralmente</u> <u>indenno</u> il fornitore (...) da ogni e qualsiasi richiesta, (...).</i>	Indemnification clause. (...) The User undertakes in any case to indemnify and hold harmless the supplier (...) from any and all claim (...).
2	Indemnification. The Client agrees to use all the Supplier services and facilities at their own risk and agrees to defend, <u>indemnify</u> , save and <u>hold the Supplier harmless</u> from any and all demands, liabilities, costs, losses and <u>claims</u> (...).	<i>(A) <u>Obblighi del Cliente.</u> (...) Il Cliente si obbliga a <u>manlevare e, comunque, a tenere indenno</u> XX da qualsiasi azione, istanza, pretesa (...). (B) <u>Obblighi, divieti e responsabilità del Cliente.</u> La responsabilità per l'utilizzo dei predetti apparati e del Servizio è ad</i>	(A) Customer's Obligations. (...) The Customer undertakes to indemnify and hold XX free from any action, demand, claim (...). (B) Customer's obligations, prohibitions and liabilities. The Customer is responsible for the use of the said devices and of the Service. The Customer agrees, now

	<p><i>esclusivo carico del Cliente il quale concorda, ora per allora, nel tenere indenne XX, ora per allora, da qualsiasi conseguente costo, onere, danno o <u>indennizzo</u> che le medesima dovesse subire per i fatti sopra descritti.</i></p>	<p>for then, to indemnify XX for any cost, charge, loss or compensation that should be suffered because of the facts above mentioned.</p>
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As can be noticed in the table above, the verb 'indemnify' or 'keep indemnified' can be rendered as '*tenere indenne*' or '*mantenere indenne*' (back-translation of both: 'hold/keep indemnified'), whereas the expression 'hold harmless' is the equivalent of '*manlevare*'.

The word '*indennizzo*' is found in the table above and, amongst others, in representations and warranties, and limitation of liability clauses (see the first line of Table 16 and clause B in the second line of Table 27 above). In particular, the word '*indennizzo*' in B) means 'compensation (for any wrong)'. The same can be said of '*pretesa di alcun genere*' in the first line of Table 16, which is the equivalent of 'damages of any kind' (mentioned on the corresponding English line).

Hence, the term '*indennizzo*' tends to be used in all-comprehensive lists mentioning losses, charges, fees and compensations for any claim. It is evident that the lexical meaning and the legal implications of the English term 'indemnification' are different from the ones of the Italian '*indennizzo*', as 'indemnification' refers broadly to the obligations to fully indemnify a wronged party against some alleged claims. Hence, to some extent, it could be stated that 'indemnification' and '*indennizzo*' are false cognates.

Apart from these linguistic peculiarities and the issue concerning negligence, there are no other relevant differences between an 'indemnification' and a '*manleva*' clause in the two legal systems.

3.11 Amendments, Assignment and Non-solicitation

The clauses concerning amendments to the contract, assignments or sub-contracting, and non-solicitation have very similar contents and legal effects in both ToS. Amendments clauses are generally titled 'amendments' or 'changes to terms and conditions'. Their Italian counterparts are

'*modifiche*' (back-translation: 'changes') and '*modifiche dei servizi e variazioni alle condizioni contrattuali / alle condizioni dell'offerta*' (back-translation: 'service modification and contract amendments / and amendments to the offer conditions'). Assignment clauses are referred to as 'assignment and sub-contracting' or 'links to third parties' in the English ToS. In the Italian sub-corpus, these clauses are referred to as '*cessione del contratto*' (back-translation: 'transfer of contract'). Non-solicitation clauses are generally called 'non solicitation' or 'employee poaching' in the English ToS, whereas in Italian they are titled '*patto di non distrazione del personale*' (back-translation: 'covenant on the prohibition of misappropriation of staff') (see Appendix 12 which reports the clause titles in the English and Italian ToS). The next sections shed light on the nuances among these types of English and Italian clauses. Appendix 13 reports more instances and longer clause contents.

3.11.1 Amendments

Clauses addressing amendments establish the possibility for a party (generally the provider) to modify the contract terms at its will. There are no particular differences in the (legal) language of the English and Italian clauses, as Table 28 below shows.

Table 28. 'Amendments' clauses in English and Italian ToS

No.	Clause (English ToS)	Clause (Italian ToS)	Back-translation
1	Amendments. These Terms and Policies may be amended in any respect at any time by XX upon the posting of the amended Terms and Policies on the terms of use section of the Service. Your continued use of the Service will be deemed consent to any such amended Terms and Policies.	<i>Modifiche dei servizi e variazioni alle condizioni dell'offerta. 11.1 Il Cliente prende atto e accetta che (...) XX si riserva il diritto di modificare le caratteristiche tecniche del Servizio e di variare le condizioni dell'offerta in qualsiasi momento e senza preavviso, (...).</i>	Modifications of the services and amendments to the conditions. 11.1 The Customer acknowledges and agrees that (...) XX reserves the right to modify the technical characteristics of the Service and amend the offer conditions at any time and without notice, (...).
2	Amendments 18.1 No variation or amendment	<i>Modifiche Art. 13.1 XX si riserva il diritto di variare in</i>	Amendments. Art. 13.1 XX reserves the right to amend

to the Agreement (including any Order Confirmation) is effective unless confirmed in writing by an authorised representative of XX.	<i>qualsiasi momento le condizioni indicate nel presente accordo ed i corrispettivi applicabili al presente contratto dandone comunicazione via posta elettronica.</i>	at any time the conditions indicated in this agreement and the considerations applicable to this contract by giving notice by electronic mail.
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As can be seen, in both the English and Italian ToS, the company asserts its power to amend the contract without notice (line 1), or by written notice (line 2).

3.11.2 Assignment and Sub-contracting

Assignment and Sub-contracting clauses may prohibit the customer from transferring the contract and the related obligations to third parties. Alternatively, they may impose the compliance with some prerequisites before allowing the customer to assign it. They could also grant the company the right to assign the contract to third parties at any time.

The content and structure of this type of clauses is very similar in both languages. Nonetheless, scholars argue that the main principles governing assignment are implicit in the Italian legal tradition, as contracts cannot be transferred without the consent of the other party (art. 1406 of the Italian civil code providing for '*contratti a prestazioni corrispettive*'; back-translation: 'reciprocal consideration contracts') (De Nova 2007, online). Therefore, these clauses are superfluous in a contract ruled by Italian law (De Nova 2007, online). However, assignment and sub-contracting rights are mentioned in Italian ToS. Also, when asserting the right to assign a contract, it is common to incorporate the applicable law (such as the civil code) by reference, although redundant. Table 29 reports some examples in both languages.

Table 29. 'Assignment and Sub-contracting' clauses in English and Italian ToS

No.	Clause (English ToS)	Clause (Italian ToS)	Back-translation
1	Assignment and Subcontracting. The Client may not assign the benefit or delegate the burden of the Agreement nor sub-license	<i>Cessione del Contratto. Il Cliente non potrà trasferire a Terzi, in tutto o in parte, il contratto, né i diritti e/o gli obblighi da esso scaturenti, se</i>	Transfer of the Contract. The Customer shall neither transfer the contract to third parties, in whole or in part, nor the rights and/or the

	any of its rights under the Agreement (including to its Associated Company) without the prior written consent of XX.	<i>non nel rispetto delle apposite procedure descritte sul sito http://www.XX.org.</i>	obligations arising thereof, except when so provided in the procedures described on the website http://www.XX.org .
2	Links to third parties. 11.1 The Company may subcontract any of its services to a third party.	<i>Cessione del contratto. Il CLIENTE prende atto e accetta espressamente che il FORNITORE potrà cedere il presente contratto a terzi. In tal caso la cessione sarà efficace nei confronti del CLIENTE dal momento della sua notifica ex art.1407 c.c.</i>	Transfer of the contract. The CUSTOMER expressly acknowledges and agrees that PROVIDER may transfer this contract to third parties. In such a case, the transfer shall be effective towards the CUSTOMER upon notice under art. 1407 of the civil code.

In the first line of Table 29 above, the customer is prohibited from assigning the contract to third parties without the permission of the company, whereas in the second line, the company is entitled to do so.

As can be seen, not only do Italian clauses set forth the contract assignment, but they also refer to the Italian civil code to specifically incorporate this right (line 2).

3.11.3 Non Solicitation

A non-solicitation clause prohibits each party from inducing an employee or representative of the other party to leave his/her current employment. It may be argued that such a clause is irrelevant in terms of web hosting services, where a provider and a customer/consumer are the parties involved in a B2C transaction. Nonetheless, this type of clause is present in both English and Italian sub-corpora. Table 30 reports an example.

Table 30. 'Non-Solicitation' clauses in English and Italian ToS

Clause (English ToS)	Clause (Italian ToS)	Back-translation
EMPLOYEE POACHING 10.1 During the Contract and for six	<i>Patto di non distrazione del personale. Il Destinatario</i>	Covenant of prohibition of misappropriation of staff.

months after its expiry or termination, neither the Company nor the Client shall, without the written consent of the other, solicit or entice (either directly or indirectly) or attempt to solicit or entice (...) any person who is employed by the other or has been employed by the other during the preceding six months, and who has been involved with the Services provided under this Contract, to terminate his or her employment with the other party.	<i>rinuncia espressamente, salvo specifico accordo scritto, alla possibilità di assumere alle proprie dipendenze o di far lavorare, direttamente o per interposta persona, il personale (dipendente o non e/o in somministrazione) di una qualunque delle aziende di XX (...). Tale rinuncia, (...), cessa trascorsi 18 (diciotto) mesi dal termine dei Servizi affidati al Destinatario.</i>	The User expressly waives, save if specifically agreed in writing, the possibility to employ or have employed, either directly or by third parties, XX's personnel (either employed or not and/or hired on a contract basis) working in any of its businesses (...). Such waiver (...) shall cease to apply after 18 (eighteen) months from the end of the provision of the Services.
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As can be seen, both clauses establish the prohibition to induce any employee of the other party to leave or terminate the employment within a given period of time after the contract completion.

In Italian, the clause heading '*patto di non distrazione del personale*' ('employee poaching' in the English ToS) is also referred to as '*divieto di storno di dipendenti*' (Bellia 2013, p. 260), although this title is not mentioned in the corpus.

3.12 Force Majeure

Force majeure clauses set forth the circumstances or events which may prevent or hinder the performance of the contractual obligations. If these circumstances or events occur, there will be no liability on the non-performing party. Common law dictionaries describe force majeure as events of an 'irresistible compulsion or coercion' (Law 2015, p. 267) which are outside the parties' control⁴⁵. Force majeure clauses generally 'excuse both delay and a total failure to perform the agreement' (Law 2015, p. 267).

Therefore, force majeure clauses set the conditions upon which the parties will not be considered liable for the non-performance or the late performance of their obligations. Generally speaking,

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The same definition of 'force majeure' is mentioned in the case *Royal Bank of Scotland Plc v. Harrison* (2008).

triggering events are acts of God or natural disasters, war, strikes, explosions and many others. An 'act of God' is defined by *The People's Law Dictionary* as 'a natural catastrophe which no one can prevent' (Hill, Thompson Hill 2002, p. 25, see also Law 2015, p. 14). Therefore, natural events such as storms, tornadoes, lightning, fire after lightning and floods are all acts of God according to common law⁴⁶.

The English common law, however, does not define or expressly provide for force majeure, which operates only if contractually agreed. Therefore, the possibility for a party to rely on a force majeure event and be excused in case of contract non-performance depends on the inclusion of a force majeure clause in the contract. For this reason, force majeure clauses are all-inclusive and encompass as many circumstances as possible.

The effect of a force majeure clause is to allow the affected party to wait for some time in the hope that the impending event will soon end. If this does not occur within a given period of time, the contract will be terminated without any liability on the non-performing party.

3.12.1 Force Majeure and Frustration

In the absence of a force majeure clause, or if the force majeure clause does not provide for a particular unforeseen event, the parties must rely on the common law doctrine of 'frustration'. According to *The People's Law Dictionary*, frustration discharges a contract when an event makes it physically or commercially impossible, or illegal to perform, or when it transforms the obligation(s) into something different (Hill, Thompson Hill 2002, p. 93 and p. 182, Law 2015, p. 275). It is necessary that the supervening event was unforeseeable when the contract was entered into⁴⁷.

In case of frustration, the Law Reform (Frustrated Contracts) Act (1943)⁴⁸ applies. According to this statute, if frustration is upheld by a court, the contract is immediately ended (or 'discharged', as quoted in the English statute); the parties are released from further performance and they are

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See the cases *William Barnett et al. v. New York Central and Hudson River Railroad Company* (1918); *Phyllis Davis, b/n/f v. The Country Club Inc. et al. Clifford Davis* (1963), and *Whetro v. Awkerman Emery* (1970), where 'acts of God' were the reasons for contract termination without liability on the non-performing party.

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In the case *Lauritzen A/A v. Wijsmuller BV* (1989), the institution of frustration is explained as follows: 'The essence of frustration is that it is caused by some unforeseen supervening event over which the parties to the contract have no control and for which they are therefore not responsible. (...) The doctrine has no application and cannot be invoked by a contracting party when the frustrating event was at all times within his control'.

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[Online] Available: <https://www.legislation.gov.uk/ukpga/Geo6/6-7/40/contents>.

restored to their initial position. Therefore, any amount paid before the frustrating event is recovered and the amounts still due are not to be payable. Also, if a party obtained some benefit from the contract performance, s/he will have to pay a reasonable amount to the other party (Law 2015, p. 275). Nonetheless, if some part of the contract can still be performed, the contract is held valid and that part must be performed⁴⁹.

3.12.2 Force Majeure in the Italian legal system

Force Majeure (*'forza maggiore'* in Italian) is not specifically defined by Italian laws. It is, however, assumed that a force majeure event is something which is impossible to withstand.

In case of hardship and exceptional or unforeseen events, the parties are released from their contractual obligations and may terminate their contract (*'risolvere il contratto'* according to the Italian civil code, art. 1467 and 1785). In case of impossibility to perform, the Italian civil code further establishes that no *'risarcimento del danno'* (back-translation: 'compensation' or 'damages') is due to the party who suffered loss from the contract non-performance (art. 1218).

The institution of 'frustration' is not addressed in the Italian legal system, as *'impossibilità sopravvenuta'* (back-translation: 'arisen/occurred impossibility') is regulated by the Italian civil code (e.g., art. 1218, 1256 and 1463), whereas unforeseen and extraordinary events are comprised in the institutions of *'forza maggiore'* and *'caso fortuito'*. A *'caso fortuito'* (back-translation: 'fortuitous event') is an unforeseeable event, either natural or man-made, which is generally listed in a force majeure clause. The institution of *'caso fortuito'* is mentioned in several articles of the civil code (art. 1007, 1017, 1492, 1694, 2051, 2052 and many others).

In case of a force majeure event, the parties are allowed to suspend their respective performances in the hope that the impending circumstance will end. The contract is finally set aside (*'risolto'*) when the force majeure event cannot be overcome or mitigated. In this case, the parties are released from further performance and the contract is terminated (*'risolto'*). However, the parties are neither restored to their pre-contractual position, nor are they supposed to return what they received. In practice, the institution of *'forza maggiore'* is similar to the one of 'force majeure', but not to 'frustration'.

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In the case *Leiston Gas Co v. Leiston-cum-Sizewell UDC* (1916), Leiston Gas was to provide gas street lamps, light and extinguish them at set times. In the course of the contract term, the lighting of street lamps was prohibited due to the outbreak of the war, but the contract could not be frustrated as the contract also envisaged the supply and maintenance of the plant, which was still possible.

Table 31 reports equivalent clauses related to force majeure events. As can be seen, they are almost equivalent. See also Appendix 13 for more examples.

Table 31. 'Force Majeure' clauses in English and Italian ToS

No.	Clause (English ToS)	Clause (Italian ToS)	Back-translations
1	FORCE MAJEURE. Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, (...).	<i>FORZA MAGGIORE, EVENTI CATASTROFICI E CASO FORTUITO. 9.1 Nessuna delle due parti è responsabile per guasti imputabili a cause di incendio, esplosione, terremoto, eruzioni vulcaniche, frane, cicloni, tempeste, inondazioni, uragani, valanghe, guerra, (...).</i>	FORCE MAJEURE, CATASTROPHES/ACTS OF GOD AND UNEXPECTED EVENTS. 9.1 Neither party will be liable for failures attributable to fire, explosion, earthquake, volcanic eruptions, landslides, cyclones, storms, floods, hurricanes, avalanches, war, (...).
2	(...) If a default due to force majeure shall continue for more than 6 weeks then the party not in default shall be entitled to terminate this agreement. Neither party shall have any liability to the other in respect of the termination of this agreement as a result of force majeure.	<i>(...) Se gli effetti di un caso di forza maggiore si estenderanno per un periodo superiore a 90 giorni – a decorrere della notifica del caso di forza maggiore occorso, all'altra parte – ciascuna parte potrà recedere dal presente il contratto senza diritto ad indennizzo ad una od all'altra parte.</i>	(...) If the effects of a force majeure event will continue for more than 90 days – starting from the notice of the event to the other party – either party shall withdraw from this contract without allowances to the other party.

As can be noticed in Table 31, both the English and the Italian clauses tend to be all-inclusive (line 1). They also establish the parties' conduct in case of continuation of the force majeure event. In particular, both clauses allow them to await some time, but they eventually set the contract termination after a given period of time (line 2).

The Italian clause in line 2 is linguistically interesting as it contains frequent incorrect terminology. As a matter of fact, it wrongly mentions the possibility to 'withdraw' (*'recedere'*) from the contract and it states the non-obligation for the party affected by the force majeure event to pay an 'allowance' (*'indennizzo'*) to the non-affected party. The clause in question should have mentioned the right to 'terminate' the contract (*'risolvere il contratto'*, as set forth by art. 1467 of the Italian civil code), as well as the absence of damages (financial compensation; *'risarcimento del danno'* according to art. 1218 of the Italian civil code) for the losses suffered by the non-affected party. Confusing *'risoluzione'* ('termination') with *'recesso'* ('withdrawal') and *'risarcimento'* ('damages') with *'indennizzo'* ('compensation' as a form of 'allowance') is frequent in the Italian legal language⁵⁰. For this reason, the clauses reported in Table 31 can be considered representative.

In light of the argumentation above and of the clauses reported in Table 31, it can be asserted that English and Italian 'force majeure' clauses tend to be quite similar in both contents and legal effects. Different implications are envisaged in case of the common law doctrine of frustration, whereby the parties are put back to their initial, or pre-contractual position, as if the contract never existed. This finds no equivalence in the Italian legal system as far as unforeseen events are concerned. Putting the parties back to their initial position as if the contract was never signed would, in fact, recall the Italian principles of *'annullabilità'* (back-translation: 'avoidance' or 'voidability') and *'nullità'* (back-translation: 'voidness'), which apply in different circumstances. *Nullità*, for example, occurs according to articles 1418 and 1419 of the Italian civil code, i.e., if a contract is against mandatory rules, or if its subject-matter or cause are illegal. Discussing these cases further would go beyond the scope of this section; it is, however, worthwhile mentioning them in order to clarify how common law and civil law principles, or sets of rules, are different in certain circumstances, yet similar in others.

Finally, there are lexical aspects concerning force majeure clauses that are tackled in the next chapter.

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See, for example, the decision No. 38/2002 of the Italian *Corte di Cassazione*, whereby it is stated that even a referring judge (i.e., the appellant to the Court) confused the institution of *'indennizzo'* with the one of *'risarcimento'*: *'il giudice rimettente abbia confuso i presupposti dei diversi istituti del risarcimento del danno e dell'indennizzo: contrariamente a quanto ritenuto dal rimettente, la funzione di integrale ed effettivo ristoro del danno appartiene all'istituto del risarcimento, mentre l'indennizzo avrebbe funzione integrativa'* (back-translation: 'the referring judge has confused the principles of the institution of damages with the one of compensation: contrarily to what the appellant believes, the institution of damages serves the purpose of fully and effectively remedying a damage, whereas the institution of compensation serves a supplementary purpose').

3.13 Boilerplate clauses: Severability, Entire Agreement, Survival, Notices, Waivers

English contracts contain several clauses referred to as 'boilerplate clauses' (Cordero-Moss 2011, pp. 1-4) ('*clausole di stile*' in Italian, De Nova 2007, online). This type of clauses includes, for instance, severability, survival, entire agreement, waiver and many others (see the last clauses listed in Appendix 3). They are generally found at the end of a contract and are standardised. *The People's Law Dictionary* defines them as 'apparently routine and often preprinted' (Hill, Thompson Hill 2002, p. 66), as they are 'stored in computer memory to be retrieved and copied when needed' (ibid.). For this reason, they are not necessarily related to the subject-matter of a specific contract and tend to be in favour of the contract provider. Furthermore, in international, non-common law settings, they may pose a challenge if their standardised content is against the principles of the legal system which governs the contract.

These clauses are increasingly inserted in Italian contracts, posing issues of interpretation and 'adjustment' to the civil law tradition. They are usually included in a final general clause titled '*disposizioni generali*', '*disposizioni finali*', or '*clausola generale*' (back-translation: 'general provisions', 'final provisions' and 'general clause', respectively) (see Appendix 3).

3.13.1 Severability

The 'severability clause' establishes that if a clause of the contract is declared invalid or unenforceable, the remainder of the contract is considered valid. In practice, it establishes the 'severance' of invalid clauses from the contract in order to guarantee the validity and effectiveness of the remaining part of the contract.

In the Italian legal system, agreements are governed by the principle of partial nullity, according to which, to some extent, the voidness (or nullity) of a contract is left to the parties' will. In particular, art. 1419 of the Italian civil code establishes that an invalid clause makes the contract null if the parties would have not entered into the contract, had the invalid clause not been inserted (first paragraph of the article). In the second paragraph, it establishes that the invalidity of some clauses does not entail the invalidity of the whole contract if the invalid clauses can be replaced by '*norme imperative*' ('mandatory rules'). Therefore, the principle at the basis of the common law severability clause can be accepted in the Italian legal system provided that the contract clauses are not in contrast with Italian '*norme imperative*'.

Despite this peculiarity which is not to underestimate, Italian contracts have progressively and 'blindly' adopted the common law 'severability clause' and referred to it as '*clausola salvatoria*' (back-translation: 'salvation clause') or '*clausola di separabilità*' (back-translation: 'separation clause') (Lucchini Guastalla 2016, pp. 53-58).

In Italian ToS, severability clauses are comprised in a general and final clause called '*clausola generale*' ('general clause') or '*disposizioni finali*' ('final provisions'). Alternatively, they are named '*divisibilità*' (back-translation: 'severance'), or '*clausola salvatoria*'. Table 32 below reports some examples of severability clauses in both English and Italian (see Appendix 13 for more instances).

Table 32. 'Severability' clauses in English and Italian ToS

Clause (English ToS)	Clause (Italian ToS)	Back-translations
Severability: If any provision of this Engagement Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. Where possible, <u>the invalid or unenforceable provision shall be interpreted in such manner as to be effective and valid</u> under applicable law.	<i>Disposizioni finali e comunicazioni (...) L'eventuale inefficacia e/o invalidità, totale o parziale, di una o più clausole delle presenti Condizioni Generali non comporterà l'invalidità delle altre, le quali dovranno ritenersi pienamente valide ed efficaci.</i>	Final provisions and notices (...) The ineffectiveness and/or invalidity, either full or partial, of one or more clauses of these General Conditions shall not imply the invalidity of the others, which will be deemed as fully valid and effective.

As can be seen, the English and Italian severability clauses are similar. However, the English clause establishes that 'the invalid or unenforceable provision shall be interpreted in such manner as to be effective and valid'. This principle could not be applied in Italy, as it would give too much power and freedom to the parties. The invalid provision, in fact, should be replaced by '*norme imperative*' (art. 1419, par. 2 of the Italian civil code).

Also, the Italian clause of Table 32 establishes that the ineffective or invalid clauses will not affect the validity of the remaining clauses of the contract, and there is no reference to mandatory rules or partial nullity. For these reasons, this clause challenges Italian law principles if it is governed by Italian law. This means that, if brought before a court, such a clause may be invalidated.

3.13.2 Entire Agreement

Clauses named 'entire agreement' establish that the contract embodies the only understanding between the parties and no previous agreement, understanding or covenant is to be considered valid or will be enforceable. In practice, these clauses are aimed at isolating the contract from any external element or source (Cordero-Moss 2014, p. 18).

In Italy, this type of clause has raised some issues; in particular, with reference to art. 1362 of the Italian civil code. This article establishes that in the interpretation or construction of a contract, it is necessary to go beyond the literal meaning of words and understand (or deduce) the mutual intentions of the parties. In order to do so, the parties' general behaviour during and after the contract formation must be taken into account. In this regard, there are some scholars who claim that the common law entire agreement clause is not in contrast with these principles (Vinci 2012, pp. 38-43), especially in view of the rising importance of the parties' negotiating power and autonomy in the Italian legal system (Confortini 2018, pp. 413-419). On the other hand, others highlight the inappropriateness of such a clause in contracts regulated by Italian law, as the parties' mutual intention must always prevail over the contract wording (De Nova 2007, online).

Irrespective of the position one wishes to endorse, entire agreement clauses are frequently found in Italian contracts which refer to them as '*clausola di esaustività*' (back-translation: 'exhaustiveness clause') or '*clausola di completezza*' (back-translation: 'completeness clause') (Pellegrino 2018, p. 59 and p. 97)⁵¹. In the Italian sub-corpus, these clauses tend to be incorporated in a final general clause named '*disposizioni generali*' (back-translation: 'general provisions'). Table 33 below reports some examples of entire agreement clauses sourced from the English and Italian ToS; see Appendix 13 for more clause extracts.

Table 33. 'Entire agreement' clauses in English and Italian ToS

No.	Clause (English ToS)	Clause (Italian ToS)	Back-translations
1	ENTIRE AGREEMENT. This Agreement contains the entire Agreement	<i>Disposizioni generali. Il presente contratto annulla e sostituisce ogni altra</i>	General provisions. This contract annuls and replaces any other preceding

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See also the sample clause(s) on the LawInsider platform: <https://www.lawinsider.com/it/clause/clausola-di-completezza>.

	between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.	<i>precedente intesa eventualmente intervenuta tra il FORNITORE ed il CLIENTE in ordine allo stesso oggetto, e costituisce la manifestazione integrale degli accordi conclusi tra le parti su tale oggetto.</i>	understanding between the SUPPLIER and the CUSTOMER in respect of the subject-matter hereof, and represents the integral manifestation of the agreements made between the parties on such subject-matter.
2	Entire / Whole Agreement. (...) 15.2 This agreement, therefore contains the entire agreement between the parties and accordingly no pre-contractual statements shall add to or vary this agreement (...) and unless such pre-contractual statement is either contained in this agreement or annex to it, you waive any rights you may have to sue for damages and/or rescind this agreement. (...).	<i>Clausola generale 33.1. Il presente contratto sostituisce ogni precedente intesa anche verbale tra le parti e costituisce l'unico contratto esistente tra il fornitore e l'utente in relazione alle materie in esso trattate, e comunque, (...), sono le pattuizioni contenute nel presente contratto a prevalere.</i>	General clause. 33.1. This contract replaces any preceding understanding, even oral, between the parties and represents the only existing contract between the supplier and the user in relation to the subject-matter dealt herewith, and, in any case, (...), the covenants of this contract shall prevail.

The English clause in the first line is representative of common law entire agreement clauses and it is similar to many others found in the English ToS. The English clause in the second line is slightly different as it contains plain English elements. As a matter of fact, the words 'whole' (which means and explains 'entire'), 'pre-contractual statements' (simplifying 'representations'), 'sue for' (instead of 'claim') and 'contained' (simpler than the more intricate 'incorporated') are used to make the text understandable to the layperson.

If we consider the English and Italian clauses of Table 33 as a whole, it is possible to notice that they are extremely similar in contents and, probably, in legal effects. However, as already mentioned, the Italian civil code rules contract interpretation, as it sets that it must result from both

the contract wording (art. 1363) and the parties' behaviour (art. 1362). Therefore, this type of clause could be considered redundant (or even inapplicable) in contracts governed by Italian law.

3.13.3 Survival

The 'survival clause' generally establishes that certain contract obligations do not cease upon the contract expiry, but they continue for a specific period of time. In this way, this clause tends to safeguard a party's rights or privileges, such as non-competition, or the possibility of indemnification in case of third parties' claims.

The Italian civil code used to tackle the survival of entire collective agreements until a new one was signed (art. 2074). This article was abrogated by the *Regio Decreto Legge* (back-translation: 'Royal Law Decree') No. 721/1943, which suppressed the '*ordinamento corporativo*' (back-translation: 'corporative rules') in force during the Fascist period. Later, the *Corte di Cassazione* established that upon expiry, collective agreements would be regulated according to national law (decision No. 11602/2008). A further decision of the *Corte* (No. 25919/2016) stated that the application of collective agreements could not be extended upon their expiry, as it would limit the negotiation power of trade unions, which was against art. 39 of the Italian Constitution.

Nowadays, Italian contracts have borrowed the survival clause style from the common law tradition. This clause is generally referred to as '*clausola di ultrattività*' (back-translation: 'ultra-activity clause'). Hence, a '*clausola di ultrattività*' currently allows for some contract clauses to survive the contract's natural expiration or termination. Table 34 below reports examples of survival clauses sourced from the English and Italian ToS (see Appendix 13 for more instances).

Table 34. 'Survival' clauses in English and Italian ToS

Clause (English ToS)	Clause (Italian ToS)	Back-translations
Upon termination all the provisions of the Agreement will cease to have effect, save that the following provisions of the Agreement will survive and continue to have effect (in accordance with their terms <u>or</u>	<i>Ultrattività. La presente clausola, le altre clausole delle presenti Condizioni qui di seguito indicate (...) continueranno ad essere valide ed efficaci tra le Parti anche dopo la cessazione</i>	Ultra-activity. This clause, the other clauses of these Conditions hereinafter reported (...) shall continue to be valid and effective between the Parties and shall survive the expiration or termination of the

<p><u>otherwise indefinitely</u>): Clauses 1, 20.8, 22, 23, 25, 28, 30, 31, 33, 34, 37, 38, 39, 40.</p>	<p><i>ovvero la risoluzione a qualsiasi causa dovute o a qualsiasi parte imputabile:</i> <i>1. Definizioni (...); 5. Attivazione ed erogazione del servizio (...); 9. Obblighi e limitazioni di responsabilità di XX 10. Obblighi e diritti ed Cliente (...)</i> 13. <i>Recesso (...)</i></p>	<p>contract due to any reason or attributable to any party: 1. Definitions (...) 5. Service activation and provision; (...) 9. XX's obligations and limit of liabilities; 10. Customer's obligations and rights (...) 13. Withdrawal (...)</p>
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As can be seen, the survival clauses in English and Italian are similar. Both examples list the clause numbers and/or clause headings that will survive the contract expiry. The English clause even establishes the continuation of some obligations for an indefinite period of time ('or otherwise indefinitely').

Other survival clauses may set their survival within the clause itself, generally with the following wording: 'the provisions of this clause shall survive the termination of this agreement' (Italian equivalent: '*le disposizioni del presente punto rimangono valide anche successivamente alla scadenza del contratto*'); back-translation: 'the provisions of this clause shall remain in force even after the contract expiry'). These and other similar examples are present in both ToS and are reported in Appendix 13.

3.13.4 Notices

Notices clauses generally refer to the places (or addresses) where the parties wish to receive communications and where, once sent, they will be considered and treated as received and read.

Generally speaking, the Italian civil code (art. 47) establishes that the parties must indicate their '*domicilio*' (back-translation: 'domicile') as the place where notices related to specific documents or contracts should be sent. More precisely, the article in question establishes that '*[s]i può eleggere domicilio speciale per determinati atti o affari. Questa elezione deve farsi espressamente per iscritto*' (back-translation: 'it is possible to choose/indicate a special domicile for specific acts or business. Such a choice must expressly be made in writing'). Therefore, the 'notices' clause is redundant in an Italian contract, as the civil code already provides for its content.

Nowadays, however, Italian agreements tend to include 'notices' clauses mirroring the English drafting style. Consequently, they give details on the communication exchanges between the parties (see, for example, the suggestions and clause drafts by Beretta 2009, pp. 54-55). Table 35 reports an example sourced from the English and Italian ToS (see also Appendix 13).

Table 35. 'Notices' clauses in English and Italian ToS

Clause (English ToS)	Clause (Italian ToS)	Back-translations
Notices. Please note that any notice given by you to us, or by us to you, will be deemed received and properly served 24 hours after an e-mail is sent or 24 hours after posting on our website. In proving the service of any notice, it will be sufficient to prove, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.	<i>Sede delle Comunicazioni. Tutte le comunicazioni al Cliente relative al presente rapporto contrattuale potranno essere effettuate da XX indistintamente a mano, sul sito web https://www.XX.com, tramite posta elettronica, (...) e, in conseguenza, le medesime si considereranno da questi conosciute.</i>	Place of Communications. All notices to the Customer related to this contractual relationship shall be sent by XX either by hand, on the website https://www.XX.com , by electronic mail, (...) and, therefore, the above [notices] will be deemed as known.

As can be seen, both clauses are all-inclusive and detailed. An Italian contract drafter, however, could question whether such clauses are necessary in contracts regulated by Italian law.

3.13.5 Waivers

A waiver is the relinquishment, or abandonment, 'giving up' of (asserting) a legal right (Hill, Thompson Hill 2002, p. 428, Law 2015, p. 659). Waiver clauses generally set the impossibility for a party to consider a waiver (i.e., the refraining from exercising a right) as a rule. An example of a waiver is the relinquishment of the right to sue a party in case of failure to perform. This clause makes sure that the remedies provided for in a contract will always be granted in accordance with the contract wording and not the parties' conduct (Cordero-Moss 2014, p. 19).

Waiver clauses are frequently used in common law contracts, whereas they generally do not

characterise Italian agreements. However, they have been increasingly addressed and included in Italian contracts. The doctrine often refers to them as 'Self Regulatory Agreement *di stampo anglosassone*' (back-translation: 'British-styled Self-Regulatory Agreements') (Zambon 2019, online).

In the Italian legal system, waiver clauses may pose a challenge when they assert that the non-enforcement (or non-assertion) of a right (e.g., the right to claim damages) in a given circumstance is not a waiver of such a right. In this way, waiver clauses exclude the possibility of acquiescence (or passive behaviour) (Cordero-Moss 2014, p. 19), which is recognised and provided for by Italian law. The Italian civil code, in fact, establishes that certain rights, such as the right to claim damages, expire after five years from the date of the damaging event (art. 2947). Therefore, the Italian legal system allows acquiescence and, to some extent, the non-assertion of a right does entail its loss. Consequently, in contracts governed by Italian law, waiver clauses should not mention or include certain circumstances.

Waiver clauses are rendered as '*tolleranza*' (back-translation: 'tolerance') in Italian ToS, or are part of a final general clause named '*clausola generale*' ('general clause'), or '*disposizioni finali*' ('final provisions'). Table 36 reports some sample clauses sourced from both sub-corpora (see Appendix 13 for more instances).

Table 36. 'Waiver' clauses in English and Italian ToS

Clause (English ToS)	Clause (Italian ToS)	Back-translations
Waiver. No failure of either party to enforce at any time or for any period any term or condition of the Contract shall constitute a waiver of such term or of that party's right later to enforce all terms and conditions of the Contract.	<i>TOLLERANZA. Il fatto che XX non si avvalga in un determinato momento di una qualsiasi delle presenti condizioni generali e/o tollerare un inadempimento dall'altra parte a una qualunque delle obbligazioni rientranti nelle presenti condizioni generali non può essere interpretata come una rinuncia da parte di XX ad avvalersi in seguito di una qualsiasi delle suddette</i>	Tolerance. The fact that XX in any given moment does not enforce any of these terms and conditions and/or tolerates the non-performance by the other party of any obligation of these general terms and conditions shall not be interpreted as a waiver by XX of any of the said terms.

	<i>condizioni.</i>	
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As can be seen, the Italian clause reported in Table 36 poses challenges as it denies acquiescence. Hence, if the related contract is governed by Italian law and a party brings claims before an Italian court, such a clause may be declared invalid.

3.14 Governing Law and Jurisdiction

Clauses establishing the governing law and jurisdiction are obviously present in English and Italian ToS. The Italian equivalent of 'governing law' or 'applicable law' is '*legge applicabile*', and of a 'jurisdiction' clause is '*foro competente*'. Table 37 below reports instances of these clauses in both languages (see also Appendix 13).

Table 37. 'Governing Law and Jurisdiction' clauses in English and Italian ToS

Clause (English ToS)	Clause (Italian ToS)	Back-translations
GOVERNING LAW AND JURISDICTION This Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.	<i>Legge applicabile e Foro competente</i> 22.1. <i>Il presente contratto è interamente soggetto e regolato dalla Legge Italiana.</i> 22.2. <i>Tutte le controversie che dovessero sorgere in relazione all'interpretazione e/o alla validità e/o all'esecuzione e/o alla risoluzione del presente contratto saranno devolute all'esclusiva ed inderogabile competenza del Foro di (...).</i>	Applicable law and competent Court. 22.1. This agreement is entirely subjected to and regulated by Italian Law. 22.2. All controversies that should be arise in relation to the interpretation/construction and/or the validity and/or execution and/or termination of this contract shall be settled exclusively by the Court of (...).

As can be noticed, the English and Italian clauses dealing with the applicable law and competent court are extremely similar. The only peculiarity is that Italian clauses refer to the court of a particular city ('*Foro di...*'; back-translation: 'Court of...'), whereas English clauses refer to 'English courts' in general.

As mentioned, a contract may pose challenges if it contains clauses with elements of the common

law tradition (such as the 'boilerplate clauses'), but it is regulated by Italian law.

3.15 Unfair Terms

According to the Unfair Contract Terms Guidance⁵² (2015) ('UCTG') and the Consumer Rights Act⁵³ (2015) ('CRA'), a term is considered 'unfair' 'if, contrary to the requirement of good faith, it causes a significant imbalance in the parties' rights and obligations under the contract to the detriment of the consumer' (art. 62, par. 4 of the CRA, and page 19 of the UCTG). This is also the definition provided for by art. 3(1) of the European Unfair Terms Directive (Council Directive 93/13/EEC)⁵⁴.

If a term or a clause is declared 'unfair' by a court, it is not binding to the consumer (art. 62 of the CRA). More specifically, it is invalid and of no effect (see, for example, the flowchart in UCTG, p. 18). However, the remainder of the contract continues to produce binding effects (art. 67 of the CRA quotes: 'the contract continues, so far as practicable, to have effect in every other respect').

The UCTG also clarifies that Part 2 of the CRA (titled 'Unfair Terms') applies to all consumer contract terms, also the ones specifically agreed on by the user. The statute, in fact, quotes: 'including those that have been individually negotiated by the consumer and trader, not just to those contained in standard form contracts' (par. 1.18).

In addition, the 'Unfair Contract Terms Act'⁵⁵ (1977) ('UCTA') establishes that contract terms have no effect if they restrict a party's liability or remedies in case of misrepresentation⁵⁶ (art. 8). Article 16 further sets that a term is void if it excludes or limits liability in case of death or personal injury of a party and if it is unfair or unreasonable⁵⁷. A key aspect of this statute is the provision

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Available: <https://www.gov.uk/government/publications/unfair-contract-terms-cma37>.

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Available: www.legislation.gov.uk/ukpga/2015/15/pdfs/ukpga_20150015_en.pdf.

54

Available: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A31993L0013>.

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Available: <https://www.legislation.gov.uk/ukpga/1977/50>.

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Art. 8 of the Act, titled 'Avoidance of provision excluding liability for misrepresentation', quotes: 'If a contract contains a term which would exclude or restrict (a) any liability to which a party to a contract may be subject by reason of any misrepresentation made by him before the contract was made; or (b) any remedy available to another party to the contract by reason of such a misrepresentation, that term shall be of no effect'.

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Par. 1 establishes the following: 'Where a term of a contract (...) purports to exclude or restrict liability for breach of duty arising in the course of any business (...) that term (...) (a) shall be void in any case where such exclusion or restriction is in respect of death or personal injury; (b) shall, in any other case, have no effect if it was not fair and

establishing that being aware of any unfair term does not imply accepting risks ('the fact that a person agreed to, or was aware of, the term or provision shall not of itself be sufficient evidence that he knowingly and voluntarily assumed any risk', par. 3 art. 16).

3.15.1 Unfair terms in the Italian legal system

Italian law regulates unfair terms quite differently. In the Italian legal system, the civil code establishes that general terms and conditions are enforceable on a party if such a party knew them, or ought to have known them, when signing the contract. Furthermore, art. 33 of the '*Codice del Consumo*' (back-translation: 'Consumer's Code', i.e., the *Decreto Legislativo* No. 206/2005) provides a definition of '*clausole vessatorie*' ('unfair terms') in line with the definition expressed in the European Unfair Terms Directive and the English CRA. In par. 1, in fact, it sets forth that '*[s]i considerano vessatorie le clausole che, malgrado la buona fede, determinano a carico del consumatore un significativo squilibrio dei diritti e degli obblighi derivanti dal contratto*' (back-translation: 'oppressive/unfair clauses are those which, despite good faith, imply a significant detriment to the consumer and a significant unbalance of the contractual rights and obligations').

The *Codice* then lists specific unfair clauses which are to be considered void *per se*, together with others that may not be void, provided that they are '*oggetto di trattativa individuale*' (back-translation: 'individually negotiated') (art. 34 par. 4). In these specific cases, the burden of proof lies on the company or business. In practice, this means that the consumer has to acknowledge the 'allowed' unfair terms by signing a dedicated section at the end of the contract.

Hence, differently from the provisions of the English UCTA, CRA and UCTG, the Italian *Codice del Consumo* and the EU Unfair Terms Directive allow the negotiation and approval of certain 'unfair' terms.

In light of the above, there are both similarities and (substantial) differences between the two 'unfair terms' laws, which are obviously mirrored in terms of web hosting services.

3.15.2 Unfair terms in English and Italian ToS

After analysing the different statute provisions of both the English common law and the Italian civil law systems, it is interesting to explore how unfair terms are addressed in the English and Italian

reasonable to incorporate the term in the contract'.

ToS. Table 38 reports some instances (see also Appendix 13).

Table 38. 'Unfair terms' clauses in English and Italian ToS

Clause (English ToS)	Clause (Italian ToS)	Back-translations
<p>8. Limitation of Liability. (...)</p> <p>8.4. The Customer acknowledges that the provisions of clause 8 <u>satisfy</u> the requirements of <u>reasonableness specified in the Unfair Contract Term Act 1977</u> and that it shall be estopped from claiming to the contrary at any future date in the event of any dispute with XX concerning XX liability.</p>	<p><i>CLAUSOLE VESSATORIE</i></p> <p><i>Ai sensi e per gli effetti di cui agli artt. 1341 e 1342 c.c. il Cliente, dopo averne presa attenta e specifica conoscenza e visione, approva ed accetta espressamente le seguenti clausole: 3. Accettazione, Durata, Rifiuto Attivazione Servizio; 4. Caratteristiche e Funzionalità del Servizio (...)</i></p>	<p>UNFAIR TERMS In accordance with and subject to art. 1341 and 1342 of the Italian civil code, the Customer, having carefully read and understood them, expressly agrees and accepts the following clauses: 3. Service acceptance, duration, refusal, activation; 4. Service functionality and characteristics (...)</p>

As can be seen, the English ToS do not provide a heading for unfair terms clauses, as their content tends to be expressed in (limitation of) liability clauses. In particular, the English clause of Table 38 highlights the fact that all contractual terms are reasonable, as defined by the UCTA and, hence, are not void according to statutory definitions. On the contrary, the Italian clause states the acceptance by the customer of specific, 'individually negotiated' unfair clauses, as laid down by the civil code and the *Codice del Consumo* (see Appendix 13 for further examples).

3.16 Challenges

As mentioned throughout the chapter, some common law principles have been increasingly borrowed and have entered the Italian legal tradition, sometimes with little, other times with major 'adjustments'. Examples are the 'representations and warranties', 'waiver', 'survival', 'severability', 'entire agreement', and 'limitation of liability' clauses (see De Nova 2007, online). As seen, these and other clauses pose challenges if used in a contract governed by Italian law. As a matter of fact, if the parties 'borrow' and refer to non-Italian institutions (or law codes) in their contract and have it regulated by Italian law, the risk of contract (or clauses) voidness or voidability is very high, due to contrasts with Italian mandatory rules or legal principles applied automatically (De Nova 2007,

online).

In light of the above, over the years, Italian doctrine and jurisprudence have tried to adapt 'foreign' institutions to the Italian legal tradition⁵⁸. In this respect, the doctrine has developed the term '*flusso giuridico*' (back-translation: 'legal flow'), or '*circolazione e mutazione di modelli giuridici*' (back-translation: 'circulation and mutation of legal systems') (Sacco 1993, pp. 475ff, Romano 2009, p. 25) to describe the tendency of a legal system to encompass and include institutions (or principles) and elements of another⁵⁹.

At the same time, however, scholars have warned against a *tout-court*, or non-critical, acceptance of foreign institutions in the Italian legal system. Some have advocated a more stringent regulation and interpretation of non-domestic sets of rules, as well as of '*contratti alieni*' (back-translation: 'alien/foreign contracts') (De Nova 2006, p. 349, Romano 2009, p. 26), which are increasingly drawn up by national law firms (e.g., share purchase agreements). Others have highlighted that common law typical 'miscellaneous clauses' or 'boilerplate clauses' (e.g., survival, entire agreement, and waiver clauses) are the equivalent of the Italian '*clausole di stile*' (back-translation: 'style clauses'). As already discussed, these are generally inserted in contracts not by volition or request of the parties, but by decision of their lawyers (or of the person drawing up the contract for them) for reasons of custom or practice (Cordero-Moss 2014, p. 91). Therefore, according to some scholars, these clauses should be ineffective in the Italian legal system, because they do not arise from the express statement of the parties (see De Nova 2007, online). Hence, they should actually pose no challenges.

3.17 Conclusion

This chapter was aimed at exploring the similarities and differences in the institutions (or law codes) characterising the common law and the civil law systems and how they are mirrored in English and Italian terms of web hosting services. To this aim, it explored how terms of services can be compared from a legal perspective and translated via corpus analysis. In doing so, it highlighted the importance of consulting authoritative sources such as the case-law and statutes.

This chapter confirmed that corpus-based legal translation is effective and can be relied on, even

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See, for example, the decision No. 16601/2017 of the *Corte di Cassazione* on '*danni punitivi*' ('punitive damages').

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See also Stein (2009, pp. 1-4) who describes how legal systems change over time and are subject to the influences of other legal systems.

when the source and target legal systems are different. Querying the two sub-corpora, in fact, helped carry out the translation process smoothly, as they not only provided instances of (near) equivalents, but also of similar clauses with peculiar legal effects. Thanks to corpus analysis, nuances between the two legal systems were brought to the surface; hence, it was possible to understand the legal implications of several clauses. Knowing the subject-matter was necessary in order to cope with legal systems (dis)similarities. It is hoped that this chapter showed a way to conduct legal terminology searches and how to meet legal translation challenges.

The next chapter is dedicated to an in-depth analysis of the English and Italian sub-corpora to obtain equivalents of sector-specific and contract-related words, lexical phrases (e.g., noun phrases, verb phrases, adjectival phrases, etc.), and clauses.

CHAPTER 4

A COMPARATIVE CORPUS ANALYSIS OF TERMS AND CONDITIONS OF WEB HOSTING SERVICES FOR TRANSLATION PURPOSES

This chapter consists of a comparative analysis of the English and Italian sub-corpora of terms and conditions of web hosting services with a view to exploring how and if it is possible to obtain equivalents in legal formulae, lexical phrases, sentences and clauses. In order to do so, recurrent formulaic expressions and phrases are sourced from the English and Italian terms of service (ToS), and service- and contract-specific formulae are retrieved. To find equivalents of English phrases and expressions, the Italian sub-corpus is consulted, and to find equivalents of Italian phrases, the English sub-corpus is analysed.

The first section of this chapter focuses on English to Italian corpus-based translated terminology characterising terms of web hosting services. Hence, it highlights the parties involved, the services offered and the related noun phrases, prepositional and adverbial phrases, and verb phrases used. The section that follows deals with the English to Italian corpus-based translated terminology and phrases that specifically pertain to the domain of contracts (and ToS). This section addresses the verb phrases, noun phrases, and prepositional and adverbial phrases that characterise English contracts and agreements. The next section of this chapter tackles the Italian to English corpus-based translated terminology and phrases hallmarking contracts. This section and the previous one are separate and distinct as the lexical or grammatical phrases of legal language (and of a specific legal system) may vary greatly from one language (and legal system) to another one. Therefore, the section dedicated to English terminology translated into Italian presents phrases that characterise the English legal language and legal system. On the other hand, the section addressing Italian terminology translated into English hallmarks the Italian language and legal system. Finally, the last section of this chapter describes equivalent ToS clauses that are sourced from both sub-corpora. Whereas the first sections of this chapter highlight equivalences at the word or phrase level, the last section presents equivalences among entire English and Italian clauses. Some repetitiveness in terms of single words may, however, occur.

4.1 English to Italian corpus-based translations

This section addresses the English legal phrases and formulae characterising the sector under investigation (i.e., web hosting services), as well as contracts. It explores how they can be translated into Italian via corpus analysis, and focuses on the terminology that describes the parties involved and the services offered, together with sector- and contract-related noun phrases, prepositional phrases, adverbial phrases, and verb phrases. Words and formulae are searched for in the English sub-corpus. Italian equivalents, if any, are sourced from the Italian sub-corpus.

Equivalent phrases and clauses are reported in tables; when clause extracts are too long, they are listed in appendices. In particular, as far as the services are concerned, Appendix 14 reports the Italian equivalents of the word 'service(s)' and its collocations; Appendix 15 lists the Italian equivalents of some English service-related verb phrases, whereas Appendix 16 contains a glossary of service-specific formulae sourced from the English sub-corpus and translated into Italian via corpus analysis. As concerns contracts, Appendix 17 shows English noun phrases with their Italian equivalents, whereas Appendix 18 reports a glossary of the contract-specific formulae sourced from the English sub-corpus and translated into Italian via corpus analysis.

4.1.1 The Parties involved

Firstly, it is useful to understand how the parties are referred to in web hosting terms of service. The English sub-corpus clearly refers to a 'Customer', 'Client', 'Subscriber', or 'you' on one side and a 'Service Provider', 'Host', 'Company', 'Developer', 'Centre Owner', 'XX' (which replaces the name of the company), or 'us' on the other side. In the Italian sub-corpus, the following terms are used: '*Cliente*' ('Client'), '*Richiedente*' ('Applicant'), '*Utente*' ('User'), and '*Intestatario/a del Servizio*' ('Service holder') on one hand, and '*Fornitore*' ('Supplier'), 'XX', and (in English) 'Provider', 'Service Provider' or 'Internet Presence Provider' on the other hand.

In the English sub-corpus, the parties are also identified as an 'individual' or a 'natural person', and a 'company', 'corporate entity', 'legal entity', and 'legal person'. The equivalent terms in the Italian sub-corpus are '*persona fisica*' ('physical person'), and '*persona giuridica*' ('legal person') or '*società*' ('company').

Sometimes, for reasons of all-inclusiveness, the service provider and its collaborators are listed as follows: 'the Developer, its employees, consultants, agents and authorised representatives', and 'the

Developer, its subcontractors, its agents, its clients, servants, officers and employees'. In Italian, the following persons or entities are listed: '*il fornitore nonché i soggetti ad esso collegati o controllati, i suoi rappresentanti, dipendenti o ausiliari*' (back-translation: 'the supplier as well as the persons connected to or controlled by it, its agents, employees or co-workers').

4.1.2 The Services offered

In the English sub-corpus, the services provided are obviously 'web hosting services', together with secondary ones, such as 'ancillary services', 'backup service', 'broadband service', 'malware cleanup service', 'co-location services', 'customer service', 'development service', 'digital services', 'domain service', 'e-commerce service', 'email service', 'emergency service' and 'firewall service'. These terms are found by analysing the words in the proximity of 'service*'. The Italian sub-corpus mentions '*servizi (web) hosting*' ('(web) hosting services'); '*servizi aggiuntivi*' ('additional services'); '*servizio backup*' ('backup service'); '*servizio di assistenza*' ('assistance service'); '*servizi telematici*' ('online/telematic services'); '*servizio con spazio web*' ('web space service'); '*servizio di posta elettronica certificata*' ('legal mail service'); '*servizio di consulenza*' ('consulting service'), and so on.

It is also interesting to understand which verbs are found in the proximity of the word 'service'. In order to find the verbs collocating with 'service*', it is possible to use the Sketch Engine 'part of speech context' function and choose 'verb' as a part of speech. Alternatively, the Word Sketch function lists the verbs collocating with any node word (see Appendix 2 for more details on the Sketch Engine functions). In the English sub-corpus, services are 'performed', 'provided', 'offered', 'rendered', 'ordered' and 'purchased'. They can also be 'cancelled', 'suspended', or 'interrupted'. In the Italian sub-corpus, services are '*forniti*' ('supplied'), '*erogati*' ('provided'), '*offerta*' ('offered'), '*acquistati*' ('purchased'), and '*utilizzati*' ('used'). They can also be '*interrotti*' ('interrupted'), '*sospesi*' ('suspended'), or '*disattivati*' ('de-activated').

Services are offered according to specific characteristics or features, which are often referred to as 'technical specifications'. In Italian, these correspond to '*specifiche tecniche*' (back-translation: 'technical specifications') or '*caratteristiche tecniche*' (back-translation: 'technical characteristics').

Table 39 below reports some sample phrases mentioning the services offered and their collocates. Appendix 14 lists more examples.

Table 39. Equivalentents of 'service(s)' and its collocates

No.	Phrases and formulae (English sub-corpus)	Equivalent or near equivalent (Italian sub-corpus)	Back-translation
1	A <u>data backup service</u> is available at an extra charge and XX is happy to supply a quote for <u>data backup services</u> .	<i>Il <u>servizio di backup</u> deve essere necessariamente associato al servizio Hosting.</i>	The backup service must necessarily be associated with the Hosting service.
2	XX undertakes to (...) vary the <u>technical specification of Service</u> for operational reasons.	<i>XX potrà modificare - per sopravvenute e comprovate esigenze tecniche, economiche e gestionali - le <u>specifiche tecniche</u> e i corrispettivi del Servizio.</i>	XX may modify the technical specification and consideration of the service for unforeseen and proven technical, economic and operational reasons.

As can be seen from the first line of Table 39 above, 'services' can be preceded by 'data backup' ('*servizio di backup*' in the Italian sub-corpus). The phrase 'technical specification' ('*specifiche tecniche*', in the Italian sub-corpus) is also mentioned in the second line.

In the examples reported in Appendix 14, it is also interesting to see verbs collocating with 'service(s)', i.e., 'use', 'suspend', 'supply', 'provide' and 'perform'. The corresponding equivalentents in the Italian sub-corpus are '*utilizzare*', '*sospendere*', '*fornire*' and '*erogare*'.

4.1.2.1 Noun phrases

The noun phrase 'standard form' refers to the order form filled in by the customer to obtain the service(s). An alternative to 'standard form' is 'order form'. In the Italian sub-corpus, it is possible to search for a literal translation of 'form', i.e., '*modulo*' and find the noun phrases '*modulo d'ordine*' (back-translation: 'order form') and '*modulo di adesione (al servizio)*' (back-translation: 'service adhesion form'). Table 40 reports some sample phrases.

Table 40. Equivalentents of 'standard form', 'order form'

No.	Phrases and formulae (English sub-corpus)	Equivalent or near equivalent (Italian sub-corpus)	Back-translation

1	All terms and conditions appearing or referred to in the Order or otherwise stipulated by the Buyer shall have no effect, unless such Order is in the <u>Standard Form</u> .	<i>La compilazione e la sottoscrizione da parte del Cliente del <u>modulo di adesione al Servizio</u> varrà come proposta contrattuale.</i>	Filling and signing the service adhesion form by the Customer will be deemed as a contractual proposal.
2	If agreed, we will deploy the servers described in the <u>Order Form</u> in accordance with any agreed timelines.	<i>Un sito web secondo le specifiche e le caratteristiche concordate nel '<u>Modulo d'ordine</u>' approvato dalle Parti.</i>	A website according to the specific characteristics agreed on in the 'order Form' approved by the Parties.

Services are offered at a price. The price is called 'fee', 'annual fee', or 'yearly fee'. Some bilingual dictionaries may list '*canone*' as a translation option of 'fee'⁶⁰. In the Italian sub-corpus, in fact, these nouns correspond to '*canone*'. Alternatively, corpus users may look for the cognate of 'annual' or 'yearly' (i.e., '*annuale*') in the Italian sub-corpus, and they would find '*canone annuale*', as shown in Table 41.

Table 41. Equivalentents of 'annual/yearly fee'

No.	Phrases and formulae (English sub-corpus)	Equivalent or near equivalent (Italian sub-corpus)	Back-translation
1	The <u>Yearly Fee</u> for the service shall be paid by the Client in advance of the applicable Service.	<i>Un <u>canone annuale</u> da saldare in un'unica soluzione.</i>	A one-time annual fee to pay / A yearly fee to pay once.
2	The total amount paid by the Client for the <u>Annual Fee</u> .	<i>Il corrispettivo per i servizi di manutenzione e di conduzione è rappresentato da un <u>canone annuale</u>, pari a (...).</i>	The consideration for the maintenance and management services is an annual fee equal to (...).

As can be noticed in the first line, the English and Italian sentences express the fact that the annual

⁶⁰

See for example the Wordreference: <https://www.wordreference.com/enit/fee>.

fee is paid as a lump sum. Sometimes the fee can be settled at once instead of being paid periodically. Relevant terms in this respect are 'one-off charge', 'one-off payment' and 'one-off fee', which refer to the fee being paid once. The equivalents in the Italian sub-corpus are '*costo una tantum*' and '*corrispettivo una tantum*'. See Table 42 for some examples.

Table 42. Equivalents of 'one-off charge', 'one-off payment'

No.	Phrases and formulae (English sub-corpus)	Equivalent or near equivalent (Italian sub-corpus)	Back-translation
1	XX connection fee (if applicable) - <u>One-off Charge</u> , paid at the time of activating your account.	<i>Costi una tantum con carattere di irreversibilità, tra i quali servizi di consulenza e registrazione o trasferimento domini.</i>	One-off charges are irreversible, amongst which are consulting, domain registration and domain transfer services.
2	You will be required to make a <u>one-off payment</u> for the remaining cost.	<i>Il servizio consiste nella realizzazione delle pagine Web richieste dietro pagamento di un <u>corrispettivo una tantum</u>.</i>	The service consists of creating the web pages requested against a one-off payment.

If a party changes his/her mind and wishes to withdraw from the contract, it is possible for the service provider to refund 'a pro-rata portion' of the fees, or it may refund them 'on a pro-rata basis'. Finding a corresponding term in Italian is not effortless. Some bilingual dictionaries propose '*proporzionale*' (back-translation: 'proportional') as a translation of 'pro-rata'⁶¹, but the Italian sub-corpus shows no hits of this term. Therefore, it is advisable to search for words in the proximity of 'pro-rata' in the English sub-corpus. In this way, the word 'refund' is noticed. If corpus users look for translations of 'refund' in the Italian sub-corpus, such as '*rimborsare*' (back-translation: 'refund') or '*restituire*' (back-translation: 'give back')⁶², the technical word '*rateo*' (back-translation: 'accrual') can be noticed in the proximity of the node word. In addition, the noun phrase '*canoni residui*' (back-translation: 'residual fees') may be found. Table 43 below reports some sample phrases.

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See, for example, the Hoepli or the Garzanti online bilingual dictionaries: <https://dizionari.repubblica.it/Inglese-Italiano/P/prorata.html>, <https://www.garzantilinguistica.it/ricerca/?q=pro%20rata>. Note: the Garzanti dictionary may only give access or provide results to registered users.

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The Garzanti Linguistica proposes, amongst others, '*rimborsare*' and '*restituire*' as translations of 'refund': <https://www.garzantilinguistica.it/ricerca/?q=refund%201>.

Table 43. Equivalents of 'a pro-rata portion', 'on a pro-rata basis' referring to refunding part of the fees paid

No.	Phrases and formulae (English sub-corpus)	Equivalent or near equivalent (Italian sub-corpus)	Back-translation
1	XX shall refund to the Client the <u>pro-rata portion</u> of the Pre-paid fees attributable to Services not yet rendered as of the Termination Date.	<i>XX potrà in qualsiasi momento disattivare il Servizio senza ulteriore avviso e rimborsare al Cliente il <u>rateo</u> dell'importo pagato.</i>	XX may at any time deactivate the Service without further notice and refund to the Customer an accrual of the pre-paid fee.
2	The billing will be calculated <u>on a pro-rata basis</u> from that day.	<i>Il termine di pagamento dei <u>canoni residui</u> (...) è entro 10 (dieci) giorni data fattura.</i>	The payment term of the residual fees (...) is 10 (ten) days from the date of the invoice.

If services are interrupted or suspended for reasons attributable to the customer, they may be reactivated upon payment of extra costs. In those cases, a 'reactivation fee', or 'reactivation charge', is generally debited. In order to find an Italian equivalent, it is possible to look for the cognate '*riattivazione*' (back-translation: 'reactivation'). In this way, corpus users may find '*contributo di riattivazione*', '*tariffa di riattivazione*', '*canone di riattivazione*' and '*costi di riattivazione*' (back-translation: 'reactivation contribution/fee/costs'). Table 44 below reports some examples in context.

Table 44. Equivalents of 'reactivation fee', 'reactivation charge'

No.	Phrases and formulae (English sub-corpus)	Equivalent or near equivalent (Italian sub-corpus)	Back-translation
1	If a Client's account is suspended there shall be a £75 <u>reactivation charge</u> .	<i>Il Cliente ha la possibilità di chiedere la riattivazione di un servizio sospeso per mancato pagamento (...). La <u>tariffa di riattivazione</u> è dovuta a titolo di contributo spese per</i>	The Customer has the possibility to ask for the reactivation of a suspended service for failure to pay (...). The reactivation fee is due as a monetary

		<i>l'intervento di ripristino del servizio.</i>	contribution to restore the service.
2	XX reserves the right to add late fees and <u>reactivation fees</u> to unpaid invoices.	<i>In caso di riattivazione del Servizio sospeso per qualsiasi ragione, e a seguito dell'intervenuto pagamento, XX addebiterà al Cliente i <u>costi di riattivazione.</u></i>	In case of Service re-activation due to Service suspension for any reason whatsoever, and upon payment, XX shall charge the re-activation fees to the Customer.

If the services are not satisfactory to the customer, some provider may offer a 'money back guarantee'. In the Italian sub-corpus, translators should look for '*garanzia*' (back-translation: 'guarantee') to find '*garanzia soddisfatti o rimborsati*' (back-translation: 'satisfied or refunded guarantee'). Table 45 reports an example.

Table 45. Equivalents of 'money back guarantee'

Phrases and formulae (English sub-corpus)	Equivalent or near equivalent (Italian sub-corpus)	Back-translation
XX provides a <u>Money Back Guarantee</u> on the hosting of The Website only.	<i>Per alcuni servizi in catalogo, è prevista una <u>garanzia</u> 'soddisfatti o rimborsati'.</i>	For some catalogue service, a 'satisfied or refunded' guarantee is offered.

A 'support ticket' can be opened by a customer in case of technical issues or complaints. Finding an Italian equivalent is extremely simple, as the borrowing 'ticket' and '*ticket di assistenza*' (back-translation: 'assistance ticket') are present in the Italian sub-corpus. Table 46 below shows some examples.

Table 46. Equivalents of 'support ticket'

No.	Phrases and formulae (English sub-corpus)	Equivalent or near equivalent (Italian sub-corpus)	Back-translation
1	Our systems team are happy to assist and can be	<i>Sarà possibile usufruire del <u>supporto tecnico</u> tramite</i>	It will be possible to be offered technical support via

	contacted by raising a <u>support ticket</u> in your Client Area.	<i><u>ticket di assistenza</u> che dovrà essere aperto dalla piattaforma.</i>	an assistance ticket to be opened on the platform.
2	Complaint Procedure. Should you be unsatisfied with the service provided by XX, you can open a <u>support ticket</u> .	<i>Reclami - Il Cliente potrà inviare i reclami relativi alla erogazione del Servizio agli indirizzi sopra riportati, oppure potrà aprire un <u>ticket</u> (vedi art.7).</i>	Complaints – The Customer may send complaints related to the provision of the Service to the above reported addresses, or by opening a ticket (see art. 7).

Other interesting expressions are 'detrimental impact' and 'detrimental effect', which refer to negative consequences affecting people or things in case of service misuse by the customer. Bilingual dictionaries generally propose '*pregiudizievole*' as a translation of 'detrimental'⁶³. Therefore, finding equivalent phrases in the Italian sub-corpus is not particularly demanding. As a matter of fact, the expression '*conseguenze pregiudizievoli*' (back-translation: 'detrimental consequences') is a full equivalent, as Table 47 shows.

Table 47. Equivalents of 'detrimental impact', 'detrimental effect'

Phrases and formulae (English sub-corpus)	Equivalent or near equivalent (Italian sub-corpus)	Back-translation
(A) We reserve the right to suspend our provision of the Services to you if your use of the Services is having a <u>detrimental impact</u> on our other customers. (B) The Company cannot be responsible for search engines changing their functionality (...) which may have a <u>detrimental</u>	<i>L'utente è l'unico e personale responsabile dell'utilizzo del servizio, nonché delle eventuali <u>conseguenze pregiudizievoli</u> che dovessero ricadere sul fornitore e sui terzi.</i>	The user is the only responsible person for the use of the service, as well as for any detrimental consequences on the supplier and on third parties.

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See for example the Garzanti Linguistica: <https://www.garzantilinguistica.it/ricerca/?q=detrimental> and the Sansoni: https://dizionari.corriere.it/dizionario_inglese/Inglese/D/detrimental.shtml.

<u>effect</u> on a website's ranking.		
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Finally, a recurrent noun phrase is 'Acceptable Use Policy', often abbreviated 'AUP'. The Italian sub-corpus mentions '*Uso Accettabile del Servizio*' (back-translation: 'Service Acceptable Use'), although the acronym is borrowed from English. See Table 48 for some examples.

Table 48. Equivalentents of 'Acceptable Use Policy', 'AUP'

No.	Phrases and formulae (English sub-corpus)	Equivalent or near equivalent (Italian sub-corpus)	Back-translation
1	XX reserves the right to amend this Agreement and the <u>AUP</u> and Customer shall be bound by any such amendments.	<i>XX potrà modificare i presenti Termini e Condizioni di servizio, le condizioni espresse negli allegati '<u>Uso Accettabile del servizio (AUP)</u>' e 'Service Level Agreement (SLA)'</i> .	XX may amend these service Terms and Conditions, the conditions laid down in the 'Acceptable Use of Service (AUP)' and 'Service Level Agreement (SLA)'.
2	If the Customer fails to comply with the <u>Acceptable Use Policy</u> outlined in Clause 8.1 XX shall be entitled to withdraw the Services and terminate the Customer's account without notice.	<i>Il presente Contratto si risolve di diritto, (...), qualora: 11.1.1 Il Cliente non ottemperi agli obblighi previsti nell'allegato i) '<u>Uso Accettabile del servizio (AUP)</u>'.</i>	This Contract shall terminate by operation of law (...) in the event that: 11.1.1 The Customer does not comply with the obligations set forth in annex i) 'Acceptable Use of service (AUP)'.

As can be seen in the first line of the table above, the 'Service Level Agreement' and its acronym are transferred (i.e., kept as such) in Italian.

4.1.2.2 Prepositional and adverbial phrases

Services are often offered 'as is', which means that they are sold and provided in the exact conditions they are found at the time of entering into the contract. In Italian, it might be difficult to find a perfect equivalent. Some online forums and online dictionaries, however, provide useful

insights⁶⁴ and propose '*nello stato di fatto e di diritto*' (back-translation: 'in fact and in law', or '*de facto* and *de jure*'), or '*come si trova*' (back-translation: 'as found'). The expression '*come si trova*' is not present in the corpus. However, it is possible to query the lemma '*trovare*' (back-translation: 'find') to obtain equivalent formulae in Italian. Table 49 reports some sample phrases sourced from the English and Italian sub-corpora.

Table 49. Equivalentents of 'as is'

No.	Phrases and formulae (English sub-corpus)	Equivalent or near equivalent (Italian sub-corpus)	Back-translation
1	The service and any software provided to you by XX are provided on an ' <u>as is, as available</u> ' basis.	<i>XX (...) fornisce al Cliente il Servizio Hosting Web <u>nello stato di fatto e di diritto in cui si trova</u> alla data della richiesta di attivazione.</i>	XX provides the Customer with the Web Hosting Service on an 'in fact and in law' basis at the date of activation request.
2	The services and the work product of us are sold ' <u>as is</u> '.	<i>I servizi XX vengono distribuiti <u>nei modi e alle condizioni in cui si trovano</u> alla data della richiesta di attivazione del servizio.</i>	XX services are distributed in the manners and in the conditions as they are found on the date of the request of activation of the service.

The expression 'as is' is an example of how a dictionary (or an experts' forum) and a corpus can help find formulae which, otherwise, would be difficult to translate properly.

Once established, the terms of service can be modified by the service provider at any time and 'with immediate effect'. Also, services may be suspended in case of non-payment by the customer. If this happens, the suspension will be 'with immediate effect' and with or without a 'prior notice'. The Italian equivalent of 'with immediate effect' is '*con effetto immediato*', which is not arduous to find in the corpus, as it is its literal translation. The equivalent of 'without notice' is '*senza preavviso*', which can be retrieved by searching for renderings of 'notice' (i.e., '*avviso*' and '*preavviso*'). Table 50 below reports a sample phrase.

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See, for example, the ProZ technical translators' forum: <https://www.proz.com/kudoz/english-to-italian/real-estate/3145000-as-is.html>. See also the Wordreference online dictionary: <https://www.wordreference.com/enit/as%20is>.

Table 50. Equivalents of 'with immediate effect'

Phrases and formulae (English sub-corpus)	Equivalent or near equivalent (Italian sub- corpus)	Back-translation
These Terms of Service and Privacy Policy may be modified at any time by XX <u>without prior notice and with immediate effect.</u>	<i>XX (...) si riserva, sin da ora, la facoltà di sospendere, <u>con effetto immediato e senza preavviso</u>, il servizio per un tempo indeterminato.</i>	XX (...) reserves the right to suspend the service as of now, with immediate effect and without notice, for an indefinite period of time.

As already mentioned, services are offered at a fee. However, fees are not charged for services that are gratuitous. In the English sub-corpus, it is possible to find the expressions 'for free', 'free', 'free of charge' and 'complimentary'. The expression 'free of charge' is generally translated as '*gratis*' in Italian. However, there are no occurrences of '*gratis*' in the Italian sub-corpus. Nonetheless, it might be helpful to search for a truncation of this word, i.e., '*grat**'. In this way, it is possible to retrieve the more elaborate prepositional phrase '*a titolo gratuito*' (back-translation: 'as a gratuity'), the adverb '*gratuitamente*' (back-translation: 'freely') and the adjective '*gratuito*' (back-translation: 'free'). Table 51 reports some examples.

Table 51. Equivalents of 'for free', 'free', 'free of charge', 'complimentary'

No.	Phrases and formulae (English sub-corpus)	Equivalent or near equivalent (Italian sub- corpus)	Back-translation
1	XX on a 30 day contract may reconnect <u>for free</u> .	<i>XX si riserva il diritto di considerare qualsiasi richiesta <u>gratuita</u> o a pagamento previa notifica al Cliente.</i>	XX reserves the right to consider any free-of-charge or for-a-fee request subject to notification to the Customer.
2	No refunds are given on services stated as ' <u>free</u> ', ' <u>free of charge</u> ', ' <u>complimentary</u> ' or of a similar description.	<i>Le prestazioni offerte dalla XX <u>a titolo gratuito</u> sono ugualmente disciplinate da queste condizioni generali.</i>	Services/Performances offered by XX for free are also governed by these general conditions.
3	Free domains (...) will be renewed with the hosting	<i>Questa attività viene fornita <u>gratuitamente</u>.</i>	This activity/service is offered gratuitously.

package <u>free of charge</u> for the life of the hosting package.		
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In the first line of Table 51 above, it is possible to read '*gratuita o a pagamento*' (back-translation: 'for free or for a fee') in the Italian section. The phrase '*a pagamento*' and its synonym '*a titolo oneroso*' mean 'for a fee', which is present in the English sub-corpus. Table 52 proposes some examples in this regard.

Table 52. Equivalents of 'for a fee'

No.	Phrases and formulae (English sub-corpus)	Equivalent or near equivalent (Italian sub-corpus)	Back-translation
1	Additional services not listed herein will be provided on an hourly basis <u>for a fee</u> of £40.00 per hour.	<i>L'assistenza Premium è <u>a pagamento</u>.</i>	Premium assistance is payable.
2	Some search engines and directories offer expedited listing services <u>for a fee</u> .	<i>Conferire lo stesso [il contratto] a terzi, <u>a titolo gratuito o oneroso</u>.</i>	Transferring it [the contract] to third parties for free or for a fee.

Some bilingual dictionaries may also suggest 'for a valuable consideration' and 'for a value' as synonyms of 'for a fee'⁶⁵, but the English sub-corpus shows no evidence of these phrases.

Different from a service offered for free, is a service offered 'as a courtesy'. In this case, the company is not contractually obliged to offer such a service, but it offers it (generally for free) as a mark of politeness. By searching for '*cortesia*' (back-translation: 'courtesy') in the Italian sub-corpus, the following phrases are retrieved: '*di cortesia*' (back-translation: 'of courtesy') and '*a mero titolo di cortesia*' (back-translation: 'as a mere courtesy'), which are perfect equivalents. Table 53 reports some examples.

65 See for example the Sansoni and Garzanti online dictionaries: https://dizionari.corriere.it/dizionario_inglese/Italiano/O/oneroso.shtml and <https://www.garzantilinguistica.it/ricerca/?q=oner%C3%B3so>.

Table 53. Equivalents of 'as a courtesy', 'please'

No.	Phrases and formulae (English sub-corpus)	Equivalent or near equivalent (Italian sub-corpus)	Back-translation
1	Our backup service is provided <u>as a courtesy</u> to you.	<i>Il Servizio fornito da XX prevede un backup <u>di cortesia gratuito</u>.</i>	The Service offered by XX envisages a free-of-charge courtesy backup.
2	<u>Please</u> note, that we are under no obligation to supply other Services.	<i><u>A mero titolo di cortesia e quindi senza che così facendo assuma alcuna obbligazione nei confronti del Cliente.</u></i>	As a mere courtesy and, hence, without any obligations towards the Customer.

Still related to fees are invoices, which are issued and paid periodically. The English sub-corpus mentions invoices paid 'monthly', 'quarterly', 'semi-annually', 'annually' or 'biennially'. The Italian sub-corpus does not use adverbs but adjectives such as '*semestrale*' ('semi-annual'), '*annuale*' ('annual'), and '*biennale*' ('biennial'), which modify the head noun '*fatturazione*' ('invoicing').

4.1.2.3 Verb phrases

Fees and costs are 'incurred' or 'borne' by a party. In the English sub-corpus, 'incurred' is more frequent than 'borne'. Other terms are 'payable by' and 'paid by'. Sometimes also the word 'responsibility' is used to highlight that a party has the duty to pay for the services offered or to perform some actions. The corresponding terms in the Italian sub-corpus are the past participle '*sostenuti*' (back-translation: 'borne/incurred') and the prepositional phrase '*a carico di*' (back-translation: 'at the expense/charge of'). The expression '*a carico di*' also refers to duties, responsibilities and obligations. Table 54 reports some examples in this regard (see Appendix 15 for more sample phrases).

Table 54. Equivalents of 'incurred', 'borne', 'payable by', 'responsibility for'

No.	Phrases and formulae (English sub-corpus)	Equivalent or near equivalent (Italian sub-corpus)	Back-translation
1	Costs <u>incurred</u> by us in connection with registrations.	<i>I costi già <u>sostenuti</u> per la registrazione del nome a dominio.</i>	The costs already incurred for the domain name registration.

2	All charges <u>payable by</u> you for the services.	<i>Le spese per le suddette operazioni sono pertanto <u>interamente a carico del Cliente.</u></i>	The costs for the aforementioned activities are therefore entirely incurred by the Customer.
3	The Customer <u>assumes sole responsibility for</u> ensuring that the Service described in the Proposal meets its requirements before signing the Proposal.	<i>La responsabilità per la scelta (...) delle applicazioni (...) è e resta <u>esclusivamente a carico del Cliente.</u></i>	The responsibility for the choice (...) of the applications (...) is and remains exclusively assumed/borne by the Customer.

As can be seen from Table 54 above, costs are 'incurred', 'borne' or 'payable', whereas obligations are 'assumed'. In Italian, the corresponding equivalents of these verbs are '*sostenuti*' and, more frequently and generally, '*a carico (di)*'. In some cases, the possessive adjective is used to impose obligations on a party (see, for example, Appendix 15, line 7: 'it will perform its obligations under these terms'). Hence, it can be argued that 'its obligations' is an equivalent of '*obbligazioni a suo carico*' (back-translation: 'obligations (assumed) by him/her').

4.1.2.4 Discussion

Despite some search difficulties, the two sub-corpora provide full or near equivalents of (legal) formulae and phrases related to web hosting services. Hence, corpus users and translators (either novice or professional) can consult these interfaces to find sector-based expressions and understand word usages in context. In this way, they can become acquainted with sector-specific language.

Appendices 14 and 15 present more terms and sample phrases related to the services offered. For summarising purposes, Appendix 16 reports a glossary of service-related formulae sourced from the English sub-corpus and translated into Italian via corpus analysis. The glossary could be used as a quick reference guide for translators and students in Translation Studies.

4.1.3 Contract-specific phrases and formulae

4.1.3.1 Verb phrases

Firstly, it is useful to grasp the use in context and the rendering of verb phrases referring to the entering into and execution of a contract. These are 'enter into (a contract / an agreement)' and 'perform (a contract / an agreement)'. In Italian, the former is generally translated as '*stipulare*', whereas the latter is rendered as '*adempiere*' o '*eseguire*', although nominalisation (i.e., the use of the head nouns '*adempimento*' and '*esecuzione*', meaning 'performance' and 'execution', respectively) is more frequent in the Italian sub-corpus. In the English sub-corpus, the verb 'stipulate' is not used to refer to the 'formation' of a contract between the parties, differently from its Italian cognate '*stipulare*'. On the contrary, 'stipulate' is a synonym of 'agree' (similar to the Italian '*concordare*'). Hence, to some extent, it could be argued that 'stipulate' and '*stipulare*' are false cognates. Table 55 clarifies these aspects and reports some sample phrases from both sub-corpora.

Table 55. Equivalents of 'enter into', 'perform', 'stipulate'

No.	Phrases and formulae (English sub-corpus)	Equivalent or near equivalent (Italian sub-corpus)	Back-translation
1	Upon acceptance you <u>enter into</u> a contract with XX for the purchase of the particular Service.	<i>Il presente contratto di fornitura di servizi viene <u>stipulato</u> tra l'azienda XX con sede in ... Partita IVA ... di seguito denominata semplicemente 'XX' e l'Utente.</i>	This service supply contract is entered into between XX with registered office in, VAT... hereinafter referred to as 'XX' and the User.
2	Web site set up charges are payable in 3 instalments unless otherwise <u>stipulated</u> .	<i>Il costo di ciascun servizio è all'interno del sito web XX.com oppure quello <u>concordato</u> tra le parti.</i>	The cost of each service is on the website XX.com or it is the one agreed on between the parties.
3	The Developer warrants to the Customer (...) (b) That it will <u>perform</u> its obligations under the Agreement with reasonable care and skill.	<i>Esigere l'esatto <u>adempimento</u> delle obbligazioni ed il rispetto di tutti i termini e le condizioni previste nel contratto stesso.</i>	Demand exact performance of the obligations and compliance with all terms and conditions envisaged in the contract.

4	The proper <u>performance</u> of this agreement.	<i>Corretta <u>esecuzione</u> del contratto.</i>	Correct execution of the contract.
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As can be seen by analysing line 1 of Table 55 above, '*stipulare*' has an equivalent in 'enter into', whereas the verb 'stipulate' is best rendered as '*concordare*' in Italian, rather than '*stipulare*'. We will revert to 'proper performance' and '*corretta esecuzione*' in a later section.

Finally, the verb 'warrants' emerges from the third line. This lemma was discussed in detail in the previous chapter (see § 3.9).

Another recurrent verb phrase is 'acknowledges and agrees' or 'acknowledges and understands'. With these formulae, it is made clear that a party understands and agrees on the conditions set in a contract. Its Italian counterparts are as follows: '*prende atto ed accetta*', '*riconosce e prende atto*', and '*riconosce e conviene*'. Table 56 presents some sample phrases in both languages.

Table 56. Equivalents of 'acknowledge and agree'

No.	Phrases and formulae (English sub-corpus)	Equivalent or near equivalent (Italian sub-corpus)	Back-translation
1	The Buyer <u>acknowledges and agrees</u> that XX shall have no liability to the Buyer in respect of the positioning of the Buyer's Website.	<i>Il Cliente <u>prende atto ed accetta</u>, che XX non è responsabile del contenuto delle informazioni pubblicate dal Cliente sulla rete internet.</i>	The Customer acknowledges and agrees that XX is not liable for the content of the information published by the Customer on the Internet.
2	Each party <u>acknowledges and agrees</u> that the other party retains exclusive ownership and rights in its trademarks, service marks, trade secrets, inventions, copyrights, and other intellectual property.	<i>Il cliente <u>riconosce e prende atto</u> che tali spazi rimangono di piena proprietà ed esclusiva disponibilità del fornitore il quale si riserva di condividere fisicamente tali spazi con altri clienti.</i>	The customer acknowledges and understands that such spaces are the exclusive ownership of the provider which may share them with other customers.

Formulaic and quite repetitive expressions may describe the act of offering something to a party, who accepts it. Examples from English-language contracts (but not from the English sub-corpus) are 'the Seller agrees to sell, and the Purchaser agrees to purchase', or 'the Company agrees to employ the Employee, and the Employee agrees to be employed by the Company'⁶⁶. In Italian, these formulae are simply expressed with the relative clause '*che accetta*' (back-translation: 'which/who accepts'). Table 57 below reports an example sourced from the English and Italian sub-corpora.

Table 57. Equivalent of offers and acceptances of offers

Phrases and formulae (English sub-corpus)	Equivalent or near equivalent (Italian sub-corpus)	Back-translation
The Customer <u>engages</u> the Provider and the Provider <u>agrees to provide</u> the Services.	<i>Il Cliente conferisce, ora per allora, mandato senza rappresentanza ad XX, <u>che accetta</u>, di (...).</i>	The Customer grants, now for then, mandate on behalf of XX, which accepts, to (...).

Other recurrent verb phrases in the English sub-corpus are 'use its reasonable endeavours', 'use best endeavour' and 'make (our) best efforts'. These expressions convey the full commitment of a party to perform the contractual obligations. Equivalent phrases in Italian are '*fare quanto possibile*' (back-translation: 'to do its best') and '*fare ogni ragionevole sforzo*' (back-translation: 'make any reasonable effort'). In some Italian sentences, the English phrase 'best effort' is used. Table 58 reports some examples.

Table 58. Equivalent of 'use its reasonable endeavours', 'use best endeavour', 'make (our) best efforts'

No.	Phrases and formulae (English sub-corpus)	Equivalent or near equivalent (Italian sub-corpus)	Back-translation
1	(A) XX will <u>use reasonable endeavours</u> to resolve issues raised by the Customer promptly.	<i>XX farà ogni ragionevole <u>sforzo</u> per prendere in carico quanto prima i problemi comunicati dal Cliente.</i>	XX will make any reasonable effort to deal with the problems communicated by the

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Sourced from the www.onecle.com and the www.lawinsider.com platforms. See, for example: <https://www.lawinsider.com/contract/agreement-to-purchase> and <https://contracts.onecle.com/cardtronics/upton.emp.2001.06.01.shtml>.

	(B) We will <u>use our best endeavours</u> to produce and/or offer an alternative.		Customer.
2	We warrant that we <u>make our best efforts</u> to provide you with our Services.	<p>(A) <i>I servizi sono erogati secondo la modalità <u>best effort</u>.</i></p> <p>(B) <i>Il termine '<u>Best Effort</u>' indica un modo di offrire assistenza cercando di fare tutto il possibile per portare a termine un'operazione nel più breve tempo possibile.</i></p>	<p>(A) Services are provided on a best-effort basis.</p> <p>(B) The term 'Best Effort' indicates a way to offer assistance by trying to do all that is possible to deal with an issue in the shortest possible time.</p>

Terms of service may also refer to annexes and other documents (such as the AUP, Acceptable Use Policy) that are 'incorporated' into the agreement and are equally binding. Finding Italian equivalents of 'incorporated into (the agreement)', and 'incorporated by reference in (this agreement)' is challenging, as the cognate verbs '*incorporato*' and '*incorporare*' show no hits in the Italian corpus. However, by analysing the words in the proximity of 'incorporated', it is possible to notice the verb phrase 'to form part of the contract'. The literal translation of 'to form part' is '*formare parte*', which could be searched for in the Italian sub-corpus. In this way, the expression '*formare parte integrante e sostanziale del presente contratto*' (back-translation: 'to form integral and substantial part of this contract') is found. Alternatively, the word '*allegat**' (back-translation: 'annex*') and/or the acronym AUP could be queried in the Italian sub-corpus. In this way, the expressions '*facente parte integrante*' (back-translation: 'being integral part') and '*formano parte integrante*' (back-translation: 'form integral part') are retrieved. Also, another rendering of 'be incorporated into' is the verb phrase '*rinviare integralmente*' (back-translation: 'fully refer to'), which can be noticed by analysing the words in the proximity of '*integr**'. Table 59 reports some clause extracts in this regard.

Table 59. Equivalents of 'incorporated into (a contract)' referring to annexes or other documents

No.	Phrases and formulae (English sub-corpus)	Equivalent or near equivalent (Italian sub-corpus)	Back-translation
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1	These Standard Terms of Business are deemed to form part of the Contract to which they are <u>expressly incorporated</u> .	<p>(A) <i>Le premesse e gli allegati formano parte integrante e sostanziale del presente contratto.</i></p> <p>(B) <i>Costituiscono parte integrante e sostanziale del presente contratto.</i></p> <p>(C) <i>Sono parte integrante di questo accordo.</i></p>	<p>(A) The premises and the annexes are/form an integral and substantial part of this contract.</p> <p>(B) Constitute/represent an integral and substantial part of this contract.</p> <p>(C) Are an integral part of this covenant.</p>
2	XX's Acceptable Use Policy (the 'AUP'), <u>which is hereby incorporated by reference</u> in this Agreement.	<i>'Uso Accettabile del servizio (AUP)', facente parte integrante del presente accordo.</i>	'Service Acceptable Use' (AUP), which is an integral part of this agreement.
3	This Agreement, in conjunction with the Addendum and all schedules, policies and guidelines <u>incorporated herein by reference</u> .	<i>Le procedure descritte sul sito (...) di cui il Cliente dichiara di aver preso visione e di accettare e a cui si rinvia integralmente.</i>	The procedures described on the website (...) that the Customer declares to have seen and accepted and which are fully referred to.

As can be seen from Table 59, equivalents of 'be incorporated into' are '*fare / essere / formare / costituire parte integrante del*' and '*a cui si rinvia integralmente*'.

Verb phrases concerning the start or the beginning of a contract are 'commencing on', 'starting from', and the prepositional phrase 'from the date/day of'. These expressions refer to the date when the agreement commences or when some actions or events start taking place. An inexperienced legal translator may render them literally with the participle phrase '*iniziante il*'. However, no concordance line with this expression is found in the Italian sub-corpus. It is possible to by-pass this issue by searching for a word that could be mentioned in Italian equivalent phrases; e.g., '*data*' (back-translation: 'date'). As a matter of fact, when referring to the start date of a contract, Italian legal documents tend to use prepositional phrases such as '*dalla data*' (back-translation: 'since/from the date'). Hence, if '*data*' is queried in the Italian sub-corpus, interesting words can be noticed on

the left of the node word, such as '*a decorrere dalla data*' (back-translation: 'to take effect/to start from the date'); '*con decorrenza dalla data*' (back-translation: 'with effect from the date'); '*a partire dalla data*' (back-translation: 'to start/starting from the date'), and '*a far data dal*' (back-translation: 'from the date of'). Table 60 reports some equivalent phrases and clauses.

Table 60. Equivalents of 'commencing on', 'starting from', 'from the date of'

No.	Phrases and formulae (English sub-corpus)	Equivalent or near equivalent (Italian sub-corpus)	Back-translation
1	<u>Commencing on</u> the Renewal Date.	<i>A partire dalla data di rinnovo automatico.</i>	Starting from the date of automatic renewal.
2	<u>Starting on</u> the Effective Date or on any anniversary of the Effective Date.	<i>Decorrente dalla data di tale utilizzazione fino alla data di scadenza del presente accordo.</i>	Starting/Taking effect on the date of such use until the date of expiry of this agreement.
3	<u>From the date of</u> acceptance by XX of the Customer's offer.	<i>A far data dalla conclusione del contratto.</i>	From the date of the contract conclusion.

As discussed in the previous chapter, the verb phrase 'have/accept (no) liability' is frequent in legal English as it highlights the fact that a party will not be considered contractually responsible in case something (harmful) occurs (see § 3.8 dedicated to limitation of liability clauses). In this section, it is worthwhile addressing some lexical aspects. Finding corresponding phrases in the Italian sub-corpus is not particularly demanding, given that a translation of 'liability' is '*responsabilità*' (back-translation: 'responsibility'). Hence, it suffices to search for '*nessuna responsabilità*' (back-translation: 'no liability/responsibility'); '*alcuna responsabilità*' (back-translation: 'any liability/responsibility'), or simply '*responsabilità*' in the Italian sub-corpus. The corresponding verb phrases '*non assumere alcuna responsabilità*' (back-translation: 'not assume any liability') and '*declinare qualsiasi responsabilità*' (back-translation: 'decline any liability') come to the fore, as reported in Table 61 below.

Table 61. Equivalents of 'have no liability', 'accept no liability'

No.	Phrases and formulae (English sub-corpus)	Equivalent or near equivalent (Italian sub-corpus)	Back-translation
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1	(A) We will <u>have no liability</u> to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. (B) We <u>accept no liability</u> for any resulting loss.	<i>XX non assume alcuna responsabilità per i danni diretti o indiretti comunque subiti dal Cliente o da terzi in relazione al presente contratto.</i>	XX shall have no liability for direct or indirect losses suffered by the Customer or Third Parties in respect of this contract.
2	XX (...) will <u>have no liability</u> in respect of the suspension or loss of a domain name.	<i>Nessuna responsabilità potrà essere imputata ad XX in merito alla perdita di dati.</i>	No liability shall be attributable to XX in respect of loss of data.
3	We shall <u>have no liability</u> for the contents of any communication transmitted.	<i>XX declina qualsiasi responsabilità in relazione ai contenuti e ad ogni altro comportamento illegale posto in essere dal Clienti.</i>	XX disclaims/declines any liability in respect of the contents and any other illegal behaviour of the Customer.

From the phrases above, it is possible to notice that 'XX has/accepts no liability' can be rendered as 'XX non assume alcuna responsabilità' (back-translation: 'XX accepts no liability'); 'nessuna responsabilità sarà imputata a XX' (back-translation: 'no liability shall be attributable to XX'), and 'XX declina qualsiasi responsabilità' (back-translation: 'XX disclaims/declines any liability').

In the phrases of Tables 56 and 61 above, the term 'liability' refers to a contractual 'responsibility'. The specific term 'responsibility' actually has a broader or different meaning, as it generally relates to a party's duties or obligations. In Italian, both 'liability' and 'responsibility' are translated as '*responsabilità*'. In some circumstances, a synonym of '*responsabilità*' is '*onere*' (back-translation: 'duty'), as a synonym of 'responsibility' can be 'duty' in English. Table 62 below reports some clarifying examples of clauses mentioning 'responsibility' and 'duty'.

Table 62. Equivalent of 'be (someone's) responsibility', 'duty'

No.	Phrases and formulae (English sub-corpus)	Equivalent or near equivalent (Italian sub-corpus)	Back-translation
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1	It is always the <u>responsibility</u> of the Customer to ensure that they have adequate backup procedures in place.	<i>È sotto <u>responsabilità</u> del Cliente mantenere una copia di backup disponibile in caso di occorrenza.</i>	It is the responsibility of the Customer to keep a backup copy available in case of need.
2	(A) It is your <u>responsibility</u> to backup your web site and shopping facility including files and images. (B) We have no liability other than the <u>duty</u> to exercise the reasonable skill and care of a competent broadband service provider.	<i>Il Cliente prende atto ed accetta (...) che XX non esegue copie dei dati e pertanto costituisce suo esclusivo <u>onere</u> effettuare, a propria cura e spese, il backup dei medesimi.</i>	The Customer acknowledges and agrees (...) that XX does not make copies of data; hence, it is his/her exclusive responsibility/duty to backup data at his/her own expenses.

As can be inferred from lines 1 and 2 of Table 62 above, 'responsibility', 'duty', and '*responsabilità*' and '*onere*' refer to a party's obligations, duties or expected behaviour.

It could be argued that, to some extent, a synonym of 'responsibility' is also the word 'accountability', which is often translated as '*responsabilità*'⁶⁷. The term 'accountability', however, is not present in the corpus as it is not frequent in corporate documents⁶⁸. According to the *Cambridge Online Dictionary*, in fact, it means 'being responsible for what you do and able to give a satisfactory reason for it', and tends to describe public managers or corporate directors' expected actions or tasks⁶⁹.

As discussed in the previous chapter, a formula that expresses obligations on a party is 'to save and

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See the Hoepli and Garzanti online dictionaries: <https://dizionari.repubblica.it/Inglese-Italiano/A/accountability.html>; <https://www.garzantilinguistica.it/ricerca/?q=accountability>.

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If the word 'accountability' is searched for in the Onecle (www.onecle.com) or Lawinsider (www.lawinsider.com) contract databases, there are only 2,000 results (against 53,000 with 'liability' or 17,900 with 'responsibility'). Also, in the contexts, the word 'accountability' is used as a modifier in noun phrases such as 'accountability (reporting) system'; 'accountability Act', or 'accountability plan/program'. Therefore, its meaning is not the same as 'responsibility' or 'liability'.

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See also the many clarifying examples reported on the Cambridge Dictionary webpage: <https://dictionary.cambridge.org/it/dizionario/inglese/accountability>.

hold the (company) harmless' from claims or liabilities (see § 3.10). This section explains how it is possible to find equivalents from a lexical point of view. To find Italian equivalents of the phrase, it is possible to search for 'hold harmless' in a bilingual dictionary. The verb '*manlevare*' may be suggested⁷⁰, so it can be looked for in the Italian sub-corpus. In this way, the equivalent phrase '*manlevare e tenere la società indenne da (responsabilità)*' can be retrieved, as Table 63 shows.

Table 63. Equivalents of 'save and hold XX harmless'

No.	Phrases and formulae (English sub-corpus)	Equivalent or near equivalent (Italian sub-corpus)	Back-translation
1	The Client agrees to (...) defend, indemnify, <u>save and hold the Developer harmless</u> from any and all demands, liabilities, costs, losses and claims, including but not limited to legal fees against the Developer.	<i>Il cliente si assume, ora per allora, ogni responsabilità in merito alle violazioni di cui sopra e si impegna a <u>manlevare e tenere indenne XX da qualsiasi conseguenza pregiudizievole.</u></i>	The Customer shall have/accept entire/all liability now for then for any violation/breach aforementioned and undertakes to indemnify and hold XX harmless from any detrimental consequence.
2	You agree that You shall defend, indemnify, <u>save, and hold XX harmless</u> from any and all demands, liabilities, losses, costs, and claims, including reasonable attorneys' fees, asserted against XX.	(A) <i><u>Manlevando e tenendo indenne XX da qualunque responsabilità in caso di azioni giudiziarie, perdite o danni (incluse spese legali ed onorari).</u></i> (B) <i>Il Cliente (...) <u>manleva la stessa [XX] da qualsivoglia responsabilità per danni subiti dal Cliente.</u></i>	(A) Indemnifying and holding XX harmless from any liability resulting from actions, losses or damage (including legal fees and attorneys' fees). (B) The Customer (...) holds it [XX] harmless from any liability for the damage suffered by the Customer.

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See, for example, the Wordreference: <https://www.wordreference.com/enit/hold%20harmless>.

4.1.3.2 Noun phrases

Table 63 above shows noun phrases such as 'legal fees' (first line) and 'reasonable attorneys' fees' (second line). Such fees refer to the costs of taking a matter to court ('legal fees') and the resulting lawyers' compensation for their work ('attorneys' fees'). These phrases can be rendered as '*ragionevoli costi e spese legali*' (back-translation: 'reasonable costs and legal fees') or '*spese legali e onorari*' (back-translation: 'legal fees and fees'), both present in the Italian sub-corpus. To find equivalents, corpus users need only search for '*ragionevoli*' (back-translation: 'reasonable'), or '*spese legali*' (back-translation: 'legal expenses/costs'). Table 64 reports sample phrases.

Table 64. Equivalents of 'reasonable attorney's fees'

Phrases and formulae (English sub-corpus)	Equivalent or near equivalent (Italian sub- corpus)	Back-translation
The Client agrees that it shall defend, indemnify, save and hold the Developer harmless from any and all demands, liabilities, losses, costs and claims, including <u>reasonable attorney's fees</u> associated with the Developer's development of the Client's website.	<i>Il Cliente si impegna a manlevare XX nella misura massima consentita dalla legge da e contro qualsiasi pretesa, danno, responsabilità, costo e spesa, inclusi i <u>ragionevoli costi e spese legali</u> derivanti o relativi alla registrazione e/o all'uso di un nome a dominio.</i>	To the maximum extent permitted by law, the Customer undertakes to hold XX harmless from any claim, damage, liability, cost and fee, including legal costs and fees, arising from or related to the registration and/or the use of a domain name.

If 'commencing on' and 'starting from' mark the beginning of a contractual relationship, the end is often expressed by nouns such as 'end', 'expiry' or 'expiration'. Another way to set the end of a contract is 'completion of the term'. Italian equivalents can be found by analysing word usages in context. For instance, an Italian equivalent of 'end' is '*scadenza*' (back-translation: 'deadline'). Also, the word 'anniversary' is often used to refer to a periodically occurring end date. Italian acceptable equivalents of 'anniversary' are '*momento*' (back-translation: 'moment'); '*frequenza*' (back-translation: 'frequency'); '*scadenza*' (back-translation: 'deadline'), and, in some cases, '*data*' (back-translation: 'date'). The cognate of 'anniversary', '*anniversario*', is not a good translation option⁷¹ and

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For example, by searching for '*anniversario*' together with '*contratto*' in Italian government's domains (search query:

it is not present in the Italian sub-corpus. Table 65 reports some examples; more instances are shown in Appendix 17.

Table 65. Equivalentents of 'end', 'expiry', 'expiration', 'completion of term', 'anniversary'

No.	Phrases and formulae (English sub-corpus)	Equivalent or near equivalent (Italian sub-corpus)	Back-translation
1	Contract <u>end date</u> .	<i>Scadenza del contratto.</i>	Contract end.
2	(A) After the <u>expiry</u> of the Initial Contract Term you may terminate the service. (B) At the <u>end of the initial contract period</u> .	(A) <i>Alla <u>scadenza naturale</u> il contratto cesserà la sua efficacia ed il Servizio verrà disattivato.</i> (B) <i>Alla <u>scadenza naturale</u> del contratto.</i>	(A) At the original/natural end the contract shall cease its efficacy and the Service shall be deactivated. (B) At the original/natural contract end.
3	Upon termination or <u>expiration</u> of this Agreement.	<i>Risoluzione o recesso dello stesso.</i>	Termination/Cancellation or withdrawal thereof.
4	Before the <u>anniversary</u> of your renewal date.	(A) <i>Al <u>momento</u> del rinnovo.</i> (B) <i>Il Contratto di fornitura del Servizio avrà una durata pari al periodo di tempo selezionato ed indicato dal Cliente in fase di ordine, con decorrenza dalla <u>data</u> di attivazione del Servizio.</i> (C) <i>Prima della <u>scadenza</u></i>	(A) At the moment of the renewal. (B) The Service supply Contract shall have a duration equal to the period selected and indicated by the Customer when placing the order, starting on the date of activation of the Service. (C) Before the end of the service.

"*anniversario * contratto*" site:.gov.it), no hits are found. Also, the Treccani Italian encyclopedia mentions no relation between the two words, as '*anniversario*' generally refers to someone's birth or death. See: <https://www.treccani.it/vocabolario/anniversario/>.

		<i>del servizio.</i>	
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As can be seen from Table 65 above and Appendix 17, the terms 'expiry' and 'expiration' are often used together with or as alternatives to 'terminate' and 'termination' (lines 2 and 3 of Table 65). The latter refers to a contract discontinuance that is not its 'natural' or original end. As discussed in detail in the previous chapter, in Italian the word 'termination' is rendered as '*risoluzione*' (similar to 'cancellation') or '*recesso*' (similar to 'withdrawal'), depending on the circumstances (see § 3.6).

From Table 65 above (line 2) and Appendix 17, the expression 'end of the initial contract period' emerges. This formula is translated as '*scadenza naturale del contratto*' (back-translation: 'natural contract deadline/term').

Other contract-related noun phrases concern the contract duration, which is often referred to as 'contract term' and 'contract period' in legal English and in the English sub-corpus. It is clear that the words 'term' and 'period' are polysemous. In Italian, both 'contract term' and 'contract period' are '*durata del contratto*' (back-translation: 'duration of the contract'). Some bilingual dictionaries, in fact, suggest '*durata*' as a translation option⁷². Alternative renderings are '*scadenza*' and '*periodo contrattuale*'. Table 66 reports a few examples; more options are shown in Appendix 17.

Table 66. Equivalents of 'contract duration', 'contract term', 'contract period'

No.	Phrases and formulae (English sub-corpus)	Equivalent or near equivalent (Italian sub-corpus)	Back-translation
1	The <u>minimum contract term</u> for hosting and technical support services is twelve months unless otherwise stated.	<i>Il Contratto di servizio di XX ha <u>durata minima</u> di 12 mesi a decorrere dalla data di attivazione.</i>	XX's service contract has a minimum duration of 12 months starting from the date of activation.
2	<u>Contract period</u> – the length of the contract you have chosen for your Hosting	<i><u>Durata, rinnovo e recesso del contratto.</u> Il contratto ha durata di dodici mesi,</i>	Duration, renewal and withdrawal from the contract. The contract has a

⁷²

See the Garzanti Linguistica: <https://www.garzantilinguistica.it/ricerca/?q=term> and the Sansoni: https://dizionari.corriere.it/dizionario_inglese/Inglese/T/term.shtml.

services.	<i>salvo diversa pattuizione fra le parti.</i>	duration of 12 months, unless otherwise agreed by the parties.
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As can be inferred from Table 66 above, the 'minimum contract term' expresses the minimum duration of a contract (see line 1) and is rendered as '*durata minima*'. The minimum contract term can also be referred to as 'minimum length of the contract' and 'minimum contract period' (see Appendix 17).

Other interesting phrases are 'during your contract period' and 'throughout your contract period' (see Appendix 17). Italian equivalents are '*per tutta la durata del contratto*' and '*per tutto il periodo contrattuale*', which are present in the Italian sub-corpus (see Appendix 17). These equivalents can be found by analysing word usages in context and/or clauses with similar contents.

At the end of the contract period, a contract may be renewed automatically. This occurs unless a party wishes to exercise the right of withdrawal. In Italian, an 'automatic' or 'auto' 'renewal' is '*rinnovo tacito*' (back-translation: 'silent renewal') or '*rinnovo automatico*' ('automatic renewal'). Finding these renderings is possible by looking for '*rinnov**' (back-translation: 'renew*') in the Italian sub-corpus. Table 67 shows some clause extracts; more examples are reported in Appendix 17.

Table 67. Equivalents of 'automatic renewal', 'auto renewal', 'automatically renewed'

No.	Phrases and formulae (English sub-corpus)	Equivalent or near equivalent (Italian sub-corpus)	Back-translation
1	<u>Automatic Renewal</u> . This agreement shall <u>renew automatically</u> on an annual basis, (...), unless terminated either by You or by XX in writing.	<i>Il/i Servizio/i si rinnova/no tacitamente alla sua/loro scadenza per successivi periodi di un anno, salvo disdetta inviata da una parte all'altra.</i>	The Service(s) shall renew automatically at the expiry date for successive periods of a year, unless a notice of termination is sent by one party to the other.
2	This Agreement shall <u>automatically renew</u> for successive terms of the	<i>Con <u>rinnovo automatico e tacito di periodi successivi di 12 mesi, salvo disdetta</u> da</i>	With an automatic and silent renewal for successive 12 months,

	<p>same length as the Initial Term ('Renewal Term') unless XX or Customer provides the other with written notice of non-renewal.</p>	<p><i>comunicarsi con un preavviso di almeno trenta giorni prima della scadenza a mezzo di lettera raccomandata A/R.</i></p>	<p>unless terminated by way of written notice to be sent at least 30 days before expiry by registered post, return receipt.</p>
3	<p>Fixed term contracts will be <u>renewed automatically</u> for further periods of 12 months at the end of the term unless terminated in accordance with these terms and conditions.</p>	<p><i>Il contratto si considererà <u>tacitamente rinnovato</u> di ulteriori 12 (dodici) mesi, fatta salva la facoltà di non voler rinnovare alla scadenza, da comunicarsi con apposita comunicazione a mezzo lettera raccomandata all'altra parte.</i></p>	<p>The contract shall be deemed automatically renewed for further 12 (twelve) months, unless a party wishes not to renew it at its expiry date, and communicates its intention by means of a suitable communication by registered letter to the other party.</p>

Table 67 above sheds light on some relevant terminology and expressions, such as 'successive terms of (the same length as)' (line 2) and 'further periods of (12 months)' (line 3). In Italian, they can be rendered as '*successivi periodi di*' (lines 1 and 2) and '*ulteriori (12 mesi)*' (line 3).

Furthermore, the words 'written notice of non-renewal' (see line 2 of Table 67) and 'notice of termination' (see Appendix 17) are translated as '*disdetta*', '*comunicazione scritta*', and '*apposita comunicazione*' (refer to Table 67 and Appendix 17). The words 'terminate' and '(notice of) termination' were also addressed in the previous chapter (see § 3.6.3).

During the contract period, the parties must abide by their contractual obligations. If a contract obligation is not complied with, e.g., if the services are not offered according to the terms specified, or if invoices are not paid when due, a party is in breach of his/her contractual obligations. As suggested by most bilingual dictionaries, the 'breach', 'violation', 'default', 'non-performance' or 'non-observance' of an agreement is an '*inadempimento*' or '*violazione*'⁷³, which are mentioned in the Italian sub-corpus. Furthermore, if a contract is breached, the party who did not comply with it is

⁷³

See, for example, the translation of 'breach' in the Hoepli: <https://dizionari.repubblica.it/Inglese-Italiano/B/breach.html>.

called 'defaulting party', whereas the party suffering from the breach is called 'injured' or 'aggrieved' party. This party may ask the defaulting party to 'remedy', 'cure', or 'correct' the breach. The Italian equivalent of a 'defaulting party' is '*parte inadempiente*', of an 'injured/aggrieved party' is '*parte lesa*' and the equivalent of the verb 'remedy' or 'cure' is '*sanare*'. In order to find these equivalents, it is necessary to analyse the words in the proximity of '*parte*' (back-translation: 'party') and '*inadempimento*' (back-translation: 'breach' or 'default') or its truncation (e.g., '*inademp**'). Table 68 reports examples with some of these words in context (see Appendix 17 for more instances).

Table 68. Equivalents of 'breach/violation of the agreement', 'fail to perform', 'remedy', 'defaulting/aggrieved party'

No.	Phrases and formulae (English sub-corpus)	Equivalent or near equivalent (Italian sub-corpus)	Back-translation
1	We shall be entitled to suspend the Services and/or terminate this agreement forthwith without notice to you if (...) you <u>breach</u> any of these terms and conditions.	<i>La Società si riserva la facoltà di non accettare l'ordine del Cliente e quindi di non concludere il contratto (solo a titolo esemplificativo) nei casi in cui: (...) b) il Cliente risulti <u>essere inadempiente</u> nei confronti di XX per precedenti forniture non pagate.</i>	The Company reserves the right not to accept the Customer's order and not to enter into the contract in case of (including without limitation) (...) b) the Customer defaulting payment of previous invoices.
2	If XX terminates your account for a <u>violation of this agreement</u> , (...), the Company shall not be required to refund to you any amounts.	<i>XX, a sua discrezione e senza che l'esercizio di tale facoltà possa essergli contestata come <u>inadempimento o violazione del Contratto</u>, si riserva la facoltà di sospendere o interrompere il Servizio.</i>	XX, at its own discretion and without being liable for the non-performance or violation of the Contract, reserves the right to suspend or interrupt the Service.
3	The <u>Defaulting Party fails to perform</u> or comply with any of its obligations under this agreement and (if capable of remedy) fails to <u>remedy such</u>	<i>(A) XX potrà non concludere il Contratto (...) nei confronti del Cliente che risulti essere stato <u>inadempiente in passato</u> verso la stessa XX fintantoché non venga <u>sanato l'inadempimento</u>.</i>	(A) XX may not enter into the Contract (...) with the Customer who was in breach of past contracts until it has remedied the breach.

	<p><u>failure</u> to the reasonable satisfaction of the <u>Aggrieved Party</u>.</p>	<p>(B) <i>A condizione che la <u>parte inadempiente</u> cerchi in tutti i modi di evitare o rendere note le cause di mancata esecuzione alla <u>parte lesa</u>.</i></p>	<p>(B) On condition that the defaulting party tries in every way to avoid or communicate the causes of failure of performance to the injured party.</p>
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Strictly connected to the situations described above, are the noun phrases 'other rights or remedies' and 'all other remedies' which a party may be entitled to in case of contract non-performance or non-compliant performance by the other. Italian equivalents are '*altri strumenti (di tutela)*', '*ulteriori rimedi*', and '*ogni azione di rivalsa*'. To find these correspondences in the Italian sub-corpus, corpus users may focus their search on terms such as '*altri*' (back-translation: 'other'), '*ulteriori*' (back-translation: 'further'), or '*ogni*' (back-translation: 'each'). Another option would be to explore whether '*rimed**' (back-translation: 'remed*') or '*risarc**' (back-translation: 'damag*') collocate with '*altro*', '*altri*', '*ulteriore*', '*ulteriori*' and '*ogni*'. Table 69 reports some insightful examples.

Table 69. Equivalents of 'other rights and remedies', 'all other remedies', 'any other right or remedy'

No.	Phrases and formulae (English sub-corpus)	Equivalent or near equivalent (Italian sub-corpus)	Back-translation
1	<p>The rights and remedies provided by this agreement are cumulative and (...) may be exercised without excluding <u>any other rights or remedies</u> available in law.</p>	<p><i>Resta inteso che la risoluzione di diritto sopra indicata opera senza pregiudizio per le altre ipotesi di risoluzione, e in generale per gli <u>altri strumenti di tutela</u> previsti dalla legge.</i></p>	<p>It is understood that the aforementioned termination of contract by law shall apply in all other cases of contract termination, and in general for all other remedies envisaged by law.</p>
2	<p>The Company's rights in Term 3.11 shall be in addition to and without prejudice to <u>all other remedies</u> available to the Company.</p>	<p><i>XX potrà risolvere il Contratto ai sensi dell'articolo 1456 c.c., salvi <u>ulteriori rimedi di legge</u>.</i></p>	<p>XX may terminate the Contract under article 1456 of the civil code, without prejudice to other remedies by law.</p>

3	Without prejudice to <u>any other right or remedy</u> that it may have.	<i>In ogni caso il fornitore si riserva <u>ogni azione di rivalsa e/o risarcitoria</u> o comunque prevista dalla legge.</i>	In any case the supplier may resort to any remedy or compensatory action allowed by law.
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Remedies were also addressed in the previous chapter (see § 3.8.5, § 3.9.1.1 and § 3.9.2).

When a party does not comply with his/her contractual obligations, the other may suffer damage and/or lose profits. The expressions 'loss of profit' and 'lost profits' refer to the profits that a party did not make because something impeded it (e.g., because the other party did not perform the contract wholly or partly). These phrases have peculiar translations in Italian, such as '*mancati profitti*' (back-translation: 'failing/missing profits'), or '*mancati introiti previsti*' (back-translation: 'failing anticipated/envisaged profits') (both present in the Italian sub-corpus). According to the literature, also the expression '*lucro cessante*' (Ashley et al. 2020, p. 25, Caggiano 2016, p. 248) (back-translation: 'ceasing gain') is a full equivalent of 'loss of profit' and 'lost profits', albeit not present in the Italian sub-corpus. In order to find corresponding terminology in the Italian sub-corpus, it is possible to search for '*profitt**' (back-translation: 'profit*'). In this way, corpus users can notice '*perdita di profitti*' (back-translation: 'loss of profits') and '*mancato profitto*' (back-translation: 'lost/failure of profit'). Table 70 below reports some phraseology in this regard.

Table 70. Equivalents of 'lost profits', 'loss of profit'

No.	Phrases and formulae (English sub-corpus)	Equivalent or near equivalent (Italian sub-corpus)	Back-translation
1	You also agree that XX will not be liable for any indirect, special, incidental, or consequential damages of any kind (including <u>lost profits</u>).	<i>Il Fornitore non è responsabile nei confronti di terze parti per (...) danni di qualsiasi tipo (a titolo esemplificativo ma non esclusivo: (...) <u>perdita di profitti</u>).</i>	The Supplier is not liable to third parties for (...) damage of any kind (including without limitation: (...) loss of profits).
2	We shall not be liable for any <u>loss of profit</u> or income.	<i>Il fornitore non sarà responsabile di (...) l'eventuale danno, anche</i>	The supplier shall not be liable for (...) any loss, also economic, suffered by the

		<i>economico, dallo stesso utente eventualmente subito per mancato profitto, uso, perdita di dati o di altri elementi intangibili.</i>	user for lost profits, use, loss of data or other intangible elements.
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The first line of Table 70 above mentions the various types of 'damages' that were analysed in detail in the previous chapter (see § 3.8.1).

Losses and damage are 'suffered', 'sustained' or 'incurred' by a party. It is possible to find these verbs in phrases such as 'damage suffered' and 'loss sustained or incurred'. Bilingual dictionaries may suggest '*subire*' as a translation of 'suffer'⁷⁴. Therefore, equivalent phrases can be retrieved by searching for the lemma '*subire*' collocating with '*danno/i*' (back-translation: 'damage') in the Italian sub-corpus. In this way, the phrases '*danni subiti*' (back-translation: 'damage suffered') and '*danno o lesione subiti*' (back-translation: 'damage or injury suffered') are found. Table 71 reports some phrases in context.

Table 71. Equivalentents of 'damage suffered', 'loss sustained'

No.	Phrases and formulae (English sub-corpus)	Equivalent or near equivalent (Italian sub-corpus)	Back-translation
1	XX shall not be liable for any costs, charges or <u>losses sustained or incurred</u> by the Customer.	<i>XX non risponderà di alcuna perdita, danno o lesione subiti e/o subendi dal Cliente.</i>	XX shall not be liable for any loss, damage or injury sustained and/or being sustained by the Customer.
2	XX will not be responsible for any <u>damages</u> your business <u>may suffer</u> .	<i>XX non risponde in nessun modo dei danni subiti da Egli e/o da Terzi, (...), in conseguenza dell'utilizzo dei servizi forniti.</i>	XX shall not be liable under any circumstances for the damage suffered by you and/or by Third Parties, (...), as a consequence of the use of the services supplied.

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See the Garzanti Linguistica: <https://www.garzantilinguistica.it/ricerca/?q=suffer> and the Sansoni: https://dizionari.corriere.it/dizionario_inglese/Inglese/S/suffer.shtml.

The expression '*subiti e/o subendi*' (first line of Table 71) was already noticed in limitation of liability clauses (§ 3.8, Table 16) and it is further addressed in a later section of this chapter (see § 4.2.5).

As discussed in the previous chapter (see § 3.12), there are cases in which the parties are not considered in breach of their contractual obligations due to unexpected circumstances beyond their control (e.g., naturally occurring disasters such as calamities and/or events due to human interventions such as national strikes). This chapter deals with the lexical aspects of force majeure clauses.

The party invoking a force majeure event is often referred to as 'the affected party', who, amongst others, will make his/her best efforts to 'mitigate' the effects of the force majeure event. In Italian legal discourse and in the Italian sub-corpus, 'force majeure' is '*forza maggiore*', and 'the affected party' is '*la parte colpita da un caso di forza maggiore*' (back-translation: 'the party struck/stricken/affected by a force majeure event') or, more generally, '*parte inadempiente*' (back-translation: 'defaulting party'). The verb phrase 'mitigate (the force majeure event)' is best rendered as '*rimozione (del caso di forza maggiore)*' (back-translation: 'removal of the force majeure event') or '*ripristino (del caso di forza maggiore)*' (back-translation: 'restoration of the force majeure event'). Finding equivalents in the Italian sub-corpus is possible by analysing the terminology used in force majeure clauses in both languages. Table 72 reports some sample phrases.

Table 72. Equivalents of 'force majeure', 'affected party', 'non-affected party'

No.	Phrases and formulae (English sub-corpus)	Equivalent or near equivalent (Italian sub-corpus)	Back-translation
1	Force Majeure. Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control including but not limited to acts of God, strikes,	<i>Forza maggiore. L'utente conviene e concorda che il fornitore non potrà in nessun caso essere considerato responsabile nei confronti dell'utente ovvero di terzi per il ritardo o il mancato adempimento dei propri obblighi dovuti a caso fortuito o forza maggiore.</i>	Force Majeure. The user acknowledges and agrees that the supplier shall not in any circumstance be deemed liable towards the user or third parties for late performance or non-performance of its obligations due to fortuitous events or force majeure.

	lock outs, accidents.		
2	The <u>Affected Party</u> shall notify the <u>Non-affected Party</u> regularly in writing of the steps taken to <u>mitigate</u> the effect of the notified Force Majeure with its best estimate as to the period for which such suspension will continue.	<i>La parte colpita da un caso di forza maggiore dovrà tenere l'altra parte costantemente informata per posta elettronica sui tempi previsti per la <u>rimozione o ripristino</u> del suddetto caso di forza maggiore.</i>	The party affected by a force majeure event shall keep the other party constantly informed by electronic mail of the period necessary to mitigate the effect of the said force majeure event.

4.1.3.3 Prepositional and adverbial phrases

A contract can last 'indefinitely' or 'for an indefinite period of time'. The Italian equivalent is '*a tempo indeterminato*' (back-translation: 'with an undetermined/non-fixed term'). To find corresponding expressions in the Italian sub-corpus, it suffices to verify whether '*inde**' (back-translation: 'unde*' or 'inde*') collocates with '*tempo*' (back-translation: 'time'). Table 73 reports some sample phrases sourced from both sub-corpora.

Table 73. Equivalents of 'indefinitely', 'for an indefinite period of time' referring to the contract duration

No.	Phrases and formulae (English sub-corpus)	Equivalent or near equivalent (Italian sub-corpus)	Back-translation
1	The agreement will continue in force <u>indefinitely</u> unless cancelled or terminated in accordance with Clause 27.	<i>L'offerta dei predetti servizi è <u>a tempo indeterminato</u>, salva la facoltà di XX di sospenderla o revocarla in qualsiasi momento.</i>	The offer of the aforementioned services is for an indefinite period of time, unless XX wishes to suspend or revoke it at any time.
2	You further agree that this may be <u>for an indefinite period of time</u> .	<i>L'offerta di ciascun Servizio è <u>a tempo indeterminato</u>.</i>	The offer of each Service is for an indefinite period of time.

The opposite of a 'contract for an indefinite period of time' is a 'fixed term contract' which is mentioned in Table 67 (line 3). Its Italian equivalents are '*contratto a tempo determinato*' and '*contratto a termine*'⁷⁵ (back-translation of both: '(contract) with a determined/fixed term'), which are not present in the Italian sub-corpus.

Each party's performance must be carried out 'with reasonable care and skill' or 'with (a) duty of care'. These phrases inform about the carefulness a party must ensure in the performance of his/her obligations. In Italian, perfect equivalents are '*secondo diligenza professionale*' (back-translation: 'according to professional care'); '*con la prescritta diligenza*' (back-translation: 'with duly diligence'); '*con la massima diligenza*' (back-translation: 'with maximum diligence'); '*con la migliore diligenza*' (back-translation: 'with the best diligence'); '*con la massima cura e diligenza*' (back-translation: 'with maximum care and diligence'), and '*(avere) normale diligenza*' (back-translation: 'to have regular/standard diligence'). To find these equivalents, it is sufficient to search for the translation of 'care' in a general bilingual dictionary, which, amongst others, may propose '*diligenza*'⁷⁶. Table 74 below reports some phrases sourced from both sub-corpora.

Table 74. Equivalents of 'with reasonable care and skill', '(with a) duty of care'

No.	Phrases and formulae (English sub-corpus)	Equivalent or near equivalent (Italian sub-corpus)	Back-translation
1	The Company shall perform all activities <u>with reasonable care and skill</u> .	<i>XX si impegna da parte sua a fare quanto possibile secondo diligenza professionale.</i>	On its side, XX undertakes to do its best according to professional diligence.
2	We will provide our Services <u>in a professional and workmanlike manner</u> .	<i>XX si impegna a garantire un livello di professionalità adeguato alla prestazione delle attività richieste, secondo la regola d'arte e comunque con la prescritta diligenza.</i>	XX undertakes to guarantee a level of professionalism suitable for the performance of the requested activities, carried out in a workmanlike manner and with duly diligence.

⁷⁵

See, for example: <https://www.garzantilinguistica.it/ricerca/?q=fixed-term> or https://dizionari.repubblica.it/Italiano-Inglese/C/contratto_2.html.

⁷⁶

See, for example, the Hoepli: <https://dizionari.repubblica.it/Inglese-Italiano/C/care.html>.

3	We <u>have a duty of care</u> to ensure that all WHOIS data is correct.	<i>XX (...) può soltanto assicurare che <u>impiegherà tutta la sua diligenza affinché il nome a dominio sia validamente registrato.</u></i>	XX (...) can only ensure complete duty of care to correctly register the domain name.
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As can be noticed in Table 74 above, the expression 'in a workmanlike manner' (second line) refers to a party's duty of care. Its Italian equivalents are '*secondo la regola d'arte*' and '*(secondo) un livello di professionalità adeguato*' (both in the second line).

Contracts can be performed 'in accordance with good industry/trade practice' or 'according to custom and good practice', which relate to the compliance with long-established sector standards or practices. To find equivalents in Italian, it is possible to search for a translation of 'practice' and/or 'custom' in a bilingual dictionary which, amongst others, may propose '*consuetudine*'⁷⁷. See Table 75 for some sample phrases.

Table 75. Equivalents of 'in accordance with good (industry/trade) practice'

No.	Phrases and formulae (English sub-corpus)	Equivalent or near equivalent (Italian sub- corpus)	Back-translation
1	(A) In accordance with <u>good industry practice</u> . (B) <u>Good trade practice</u> .	<i>Per scopi leciti e ammessi dalle disposizioni di legge di volta in volta applicabili, <u>dagli usi e consuetudini.</u></i>	For legal purposes allowed by statute provisions applied from time to time by uses and customs.
2	Implied by <u>custom, practice or course of dealing</u> .	<i>Derivante dalle norme giuridiche vigenti o dalle <u>consuetudini o usi.</u></i>	Deriving from legal rules in force, custom or uses.

As can be inferred, 'custom' and 'good (trade/industry) practice' can be rendered as '*usi e consuetudini*' in Italian.

⁷⁷

See the Garzanti Linguistica: <https://www.garzantilinguistica.it/ricerca/?q=custom> and the Sansoni: https://dizionari.corriere.it/dizionario_inglese/Inglese/C/custom.shtml.

4.1.3.4 Discussion

The (more or less) elaborate search techniques applied to find equivalents corroborate the fact that a literal or word-by-word translation is not the correct procedure to follow in the legal field (as in most of the fields). Legal translators should adopt several strategies to find acceptable translation options. These go from looking up words in dictionaries to 'playing with words', i.e., exploring if and how certain words collocate; analysing the words in the proximity of the node word, and understanding what a clause is about in order to find corresponding clauses and terminology in another language. Also, consulting online resources such as experts' forums might be advantageous, provided that the translation options suggested are corroborated by corpus evidence.

For summarising purposes, Appendix 18 contains a glossary of the English and of the corresponding Italian formulae tackled in this section. The glossary may be used as a quick reference guide for students in Translation Studies, legal translators and practitioners.

4.2 Italian to English corpus-based translations

4.2.1 Prepositional and adverbial phrases

A challenging Italian prepositional phrase is '*in capo a*' (literally: 'on the head of'), which generally refers to the obligations that a party must perform (e.g., '*obbligazioni in capo al cliente*', back-translation: 'obligations of the customer'), or the rights that s/he is entitled to (e.g., '*conservare in capo a sé diritti*', back-translation: 'to preserve rights for oneself'). This phrase may be difficult to translate as equivalents are not straightforward. To find correspondences in the English sub-corpus, it is necessary to look for 'obligation*' or 'right*' collocating with 'customer', 'client', 'XX', or 'company' within a span of 5 (or 10) words to the right and to the left. In this way, similar formulae are obtained. Table 76 reports some examples.

Table 76. Equivalents of '*in capo a*'

No.	Phrases and formulae (Italian sub-corpus)	Back-translation	Equivalent or near equivalent (English sub-corpus)
1	<i>Senza che ciò faccia sorgere obblighi di alcun genere <u>in capo al</u> Cliente.</i>	Without any obligations of any kind of the Customer,	(A) Obligations <u>of</u> the Customer. (B) The company (...) shall agree to be bound by and assume

			<u>your</u> obligations under these terms and conditions.
2	<i>Tutti i relativi diritti di utilizzazione si trasferiranno in capo al Cliente.</i>	All related rights of use will be transferred to the Customer.	We may transfer our rights and obligations under the Contract <u>to</u> another organisation or company.
3	<i>Il Fornitore conserva in capo a sé ogni diritto allo sfruttamento commerciale del software sviluppato.</i>	The Supplier keeps for itself any right related to the commercial use of the software developed.	(A) The client retains the copyright to data, files and graphic logos provided by the client, and grants XX the rights to publish and use such material. (B) Or entitle you <u>to</u> any rights.

In Table 76 above, it is possible to notice that '*in capo a*' is rendered by using the preposition 'of', or 'to' (lines 1 and 2). Some sentences make use of no preposition at all, as in 'retains the copyright to' or 'entitle you to' that are equivalent of the phrase '*conserva in capo a sé ogni diritto a*' (back-translation: 'keeps for himself any right to') (line 3). In some other cases, the possessive adjective is used (letter B, line 1). This is a clear example where Italian legal language proves to be much more formulaic and formal than English.

A long adverbial phrase that may be found in Italian contracts is '*senza (con ciò) assumere alcuna obbligazione nei confronti di*' (back-translation: 'without hereby assuming any obligation towards'). This expression rules out implied warranties and obligations from a party to the other. Finding a corresponding phrase in the English sub-corpus requires the reading of key words in context. For example, corpus users may search for 'obligation*' and verify whether it collocates with 'assume', 'not' and 'without' within a span of 15 words to the left. Table 77 reports possible equivalents.

Table 77. Equivalents of '*senza (con ciò) assumere alcuna obbligazione nei confronti di*'

Phrases and formulae (Italian sub-corpus)	Back-translation	Equivalent or near equivalent (English sub-corpus)
<i>Senza con ciò assumere alcuna obbligazione nei confronti del Cliente.</i>	Without hereby assuming any obligation towards the Customer.	(A) Any written materials provided by XX (...) <u>shall not create any</u> express or implied warranties, guarantee of

		<p>performance or <u>contractual obligation</u>.</p> <p>(B) Neither party has the right or authority to, and <u>shall not, assume or create any obligation</u> of any nature whatsoever.</p>
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As can be seen from Table 77 above, the Italian adverbial phrase is rendered with a standard, plain English phrase with a subject followed by a verb (e.g., '(either party) shall not assume or create any obligation', letter B).

The expressions '*nulla avrà a pretendere*' (back-translation: 'nothing shall be demanded/claimed') and '*nulla sarà dovuto*' (back-translation: 'nothing shall be owed/due') are used to assert that a party may not claim damages of any kind in case something (harmful) happens. In English, there is no straightforward equivalent. However, similar clauses can be retrieved from the English sub-corpus. For example, if the expression '*nulla avrà a pretendere*' concerns the impossibility for the customer to claim damages, corpus users may search for the words 'customer', 'user', or 'you', collocating with 'damages', 'damage', or 'claim' within a span of 15 words to the left and to the right. In much the same way, if '*nulla sarà dovuto*' refers to a premature withdrawal or termination by the customer and the impossibility to obtain a refund for the services already paid, corpus users may look for 'refund' collocating with 'withdrawal' or 'termination'. Table 78 reports some useful phrases sourced from both sub-corpora.

Table 78. Equivalents of '*nulla avrà a pretendere*', '*nulla sarà dovuto*'

No.	Phrases and formulae (Italian sub-corpus)	Back-translation	Equivalent or near equivalent (English sub-corpus)
1	<i>Il Cliente <u>nulla avrà da pretendere a titolo di risarcimento</u>.</i>	The Customer shall have no claims for damages.	<p>(A) You shall <u>have no claim</u> for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.</p> <p>(B) In <u>no</u> event shall <u>XX be liable to the Customer</u> for any</p>

			loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever.
2	<i>Qualora il CLIENTE receda dal presente accordo prima dello scadere dello stesso non ha diritto ad alcun rimborso per il periodo di servizio non goduto. (...) <u>Nulla sarà dovuto al Cliente eccetto l'importo versato.</u></i>	If the Customer withdraws from this agreement before the end date s/he will not be entitled to any refund for the service it did not use. (...) Nothing shall be owed to the Customer, save the amount paid.	The Customer <u>will not be entitled to any refund of Fees</u> on termination.

As can be noticed, the expressions '*nulla avrà da pretendere*' (back-translation: 'nothing shall be demanded') and '*nulla sarà dovuto*' (back-translation: 'nothing shall be owed') are rendered in a more straightforward manner. English phrases are, in fact, composed of a subject ('you', 'the Customer' or 'XX') and a negative verb phrase, such as 'shall have no claims' or 'will not be entitled to'.

Another interesting Italian formula is '*al netto di*' (back-translation: 'net of'). This phrase is used to state that a certain amount does not comprise a specific sum of money, such as taxes or expenses. Similar Italian expressions are the past participle phrases '*dedotte le (spese)*' (back-translation: 'deducted/subtracted (the expenses)') and '*trattenuto*' (back-translation: 'withheld'). To find equivalents in the English sub-corpus, it is necessary to understand the contexts where these expressions are used. For example, '*al netto dell'IVA*' clearly refers to the VAT (value added tax) excluded from a calculation. In this case, corpus users may look for 'VAT' and notice the expression 'exclusive of VAT'. If a clause relates to a '*penale*' (back-translation: 'penalty' or 'liquidated damages', that is an amount paid in case of a non-compliant contract performance), it would be wise to search for 'penalty' or 'liquidated damages' in the English sub-corpus, as discussed in the previous chapter (see § 3.8.3). For example, a clause may mention that the amount of money already paid by the customer will be retained (or 'withheld') as liquidated damages in case of early withdrawal from the contract or harmful actions by the customer. Table 79 reports equivalents of '*al netto di*', '*dedotte*

le' and 'trattenuto'.

Table 79. Equivalents of 'al netto di', 'dedotte le', 'trattenuto'

No.	Phrases and formulae (Italian sub-corpus)	Back-translation	Equivalent or near equivalent (English sub- corpus)
1	<i>Tutti i corrispettivi sono da intendersi, ove non diversamente indicato, <u>al netto dell'IVA</u>.</i>	All payments are understood, unless otherwise indicated, exclusive of VAT.	(A) All Charges are <u>exclusive of VAT</u> , unless specified. (B) The Price does <u>not include VAT</u> .
2	(A) <i>Dall'importo oggetto di rimborso verranno <u>dedotte le spese bancarie</u>.</i> (B) <i>Il corrispettivo versato dal Cliente <u>al netto delle spese già sostenute dal Fornitore</u>.</i>	(A) Bank fees will be deducted from the amount refunded. (B) The amount of money paid by the Customer net of the fees/costs already paid to the Supplier.	They will be entitled to a pro rata refund at the time of cancellation <u>less any administrative fees</u> in force.
3	<i>Il Cliente prende atto ed accetta che le somme pagate dal medesimo saranno <u>trattenute da XX a titolo di penale</u>.</i>	The Customer acknowledges and agrees that the amounts paid by himself will be withheld by XX as liquidated damages.	XX Web Hosting may at its sole discretion <u>retain</u> any or all amounts you have paid for use of the Service as liquidated damages for your actions.

The first line of Table 79 refers to prices exclusive of VAT. The second line concerns the premature withdrawal of the customer from the contract and his/her right to receive back the money already paid. In this case, 'al netto di' and 'dedotte le' are rendered by using the adverb 'less'. The third line deals with liquidated damages ('penale' in the Italian sub-corpus). As can be seen, the Italian passive form of the verb 'trattenere' (back-translation: 'withhold') is rendered by using the active voice in the English sub-corpus ('XX may retain') when referring to penalties retained by the company in case of the customer's premature withdrawal or harmful actions. This was also noticed in the

previous chapter (§ 3.8.3, Table 21).

A prepositional phrase concerning services is '*alle tariffe ed alle condizioni contrattuali in vigore al momento di/del*' (back-translation: 'at the prices and contractual conditions in force at the moment/time of'). To find equivalents in the English sub-corpus, it is possible to search for 'in force' or 'applicable' which, to some extent, also render the Italian '*in vigore*'. As the resulting English phrases contain the expression 'at the time that/of', corpus users may also look for 'at the time' or 'the then'. Table 80 reports some sample phrases.

Table 80. Equivalents of '*alle tariffe ed alle condizioni contrattuali in vigore al momento di/del*'

No.	Phrases and formulae (Italian sub-corpus)	Back-translation	Equivalent or near equivalent (English sub-corpus)
1	<i>In base alle tariffe in vigore al momento dell'ordine.</i>	Based on the fees in force at the time of the order.	(A) <u>At the rate in force</u> in United Kingdom <u>at the time that</u> such payment falls due. (B) <u>Based on prices applicable at the time of</u> purchase. (C) Our standard scale of charges <u>in force on the date of</u> your Order.
2	<i>Alle tariffe applicate al momento del rinnovo.</i>	At the fees applied at the time of renewal.	<u>At the then current XX prices.</u>
3	<i>Alle tariffe ed alle condizioni contrattuali in vigore al momento del rinnovo.</i>	At the prices and contractual conditions in force at the moment/time of renewal.	<u>According to the then current price</u> applicable to the Services.

4.2.2 Noun phrases

As far as the noun '*corrispettivo*' is concerned, some bilingual dictionaries may correctly propose

the term 'consideration' as a translation option⁷⁸. In legal language, a '*corrispettivo*' is the price paid for the goods supplied or the services provided. Both '*corrispettivo*' and 'consideration' are polysemous terms. In non-legal contexts, '*corrispettivo*' is an adjective meaning 'corresponding'.

Despite the above, in some circumstances the noun phrase '*pagamento del corrispettivo*' (back-translation: 'payment of consideration') is rendered with the plain expression 'payment of the price/fees'. This is easily verifiable in the English sub-corpus by searching for 'payment' followed by any preposition in the first position to the right. Alternatively, corpus users may search for 'payment of'. In any case, translators should not necessarily render '*pagamento del corrispettivo*' literally. If corpus users search for 'consideration' together with the lemma 'pay', for example, they can find 'in consideration for payment of the price'. Table 81 below reports some phrases in context.

Table 81. Equivalentents of '*corrispettivo*'

No.	Phrases and formulae (Italian sub-corpus)	Back-translation	Equivalent or near equivalent (English sub-corpus)
1	<i>Pagamento del corrispettivo concordato nel preventivo.</i>	Payment of consideration agreed in the quotation.	(A) <u>Payment of the price</u> specified in the quotation. (B) <u>Payment of the fees.</u>
2	<i>Il Cliente prende atto ed accetta che il pagamento del corrispettivo per il Servizio prescelto potrà essere effettuato con una delle modalità indicate sul sito.</i>	The Customer acknowledges and agrees that payment in consideration of the chosen Service must be made by the method indicated on the website.	(A) 'The price' means the sums to be paid by the you to us <u>in consideration of</u> the provision of the services. (B) <u>In consideration for</u> payment of the Price, we will provide the Services in accordance with the provisions of this agreement.

As already noticed, if a party does not perform his/her contractual obligations, the other party may ask for financial compensation or damages. As outlined in the previous chapter, an Italian intricate formula is '*risarcimento del maggior danno*' (back-translation: 'compensation for the additional

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See for example the Hoepli: <https://dizionari.repubblica.it/Italiano-Inglese/C/corrispettivo.html>.

damage'), which a party may ask in case s/he suffered damage or losses (see § 3.8.2). This section addresses some lexical aspects and implications of '*maggior danno*', and explores how and if a '*maggior danno*' can be rendered in the English language. To do so, corpus users may search for 'additional' in the English sub-corpus. Unfortunately, no words similar to 'damage(s)' or 'compensation' come to the fore. If, however, the search focuses on 'any other' (which might be considered a synonym of 'additional'), interesting equivalents emerge. Table 82 below reports some findings.

Table 82. Equivalents of '*maggior danno*'

Phrases and formulae (Italian sub-corpus)	Back-translation	Equivalent or near equivalent (English sub-corpus)
<p><i>Salvo in ogni caso il risarcimento del <u>maggior danno</u>, senza che il Cliente possa avanzare alcuna richiesta di rimborso, indennizzo e/o risarcimento danni.</i></p>	<p>Without prejudice [for the company] to compensation for additional damage and without allowing the Customer to claim for refunds, compensations and/or damages.</p>	<p>(A) <u>Any other damage</u> arising from your equipment or your business.</p> <p>(B) <u>Any other indirect or consequential loss or damage whatsoever.</u></p> <p>(C) <u>Any other (...) loss or damage.</u></p> <p>(D) Without prejudice to <u>any other right or remedy</u> that it may have.</p>

From the phrases above, it can be inferred that '*maggior danno*' is rendered as 'any other damage (whatsoever)'; 'any other loss or damage', and 'any other right or remedy'. The English expressions are forms of vague language and are not full equivalents. As already mentioned, English common law does not provide for any institution such as '*maggior danno*'. Remedies at common law and in the civil law system were tackled exhaustively in the previous chapter (see § 3.8.5, § 3.9.1.1 and § 3.9.2).

Another intricate noun is '*morosità*' (back-translation: 'arrearage') which is a state of default that occurs when a party does not pay his/her debts when due and payment is still expected. Bilingual

dictionaries tend to suggest 'arrearage' or 'state of default'⁷⁹, which are not present in the English sub-corpus. It can be useful to simply query 'do* not pay' and see whether there are any correspondences with the Italian '*morosità*'. Alternatively, it is possible to search for 'until payment', 'until pa*', or 'until full* pa*' in the English sub-corpus. Table 83 below reports some useful phrases in context.

Table 83. Equivalentents of '*morosità*'

No.	Phrases and formulae (Italian sub-corpus)	Back-translation	Equivalent or near equivalent (English sub-corpus)
1	<i>XX ha facoltà di sospendere, senza preavviso, l'erogazione del servizio qualora sussista anche una delle seguenti motivazioni: a) il Cliente è in una condizione di <u>morosità</u> derivante dal mancato pagamento dei canoni.</i>	XX reserves the right to suspend, without notice, the provision of the service if any of the following reasons occur: a) the Customer is in a default condition due to failure to pay the fees.	(A) If the Client <u>does not pay any amount in full or on time</u> , the Company reserves the right to (...). (B) If the Customer <u>does not pay any amount properly due</u> to XX under or in connection with the Agreement. (C) We reserve the right to suspend access to your account <u>if you do not pay due invoices (...)</u> <u>if your payment is overdue and you pay it late</u> .
2	<i>L'utente rimane in ogni caso obbligato a versare ad XX quanto dovuto, salvo il risarcimento del maggior danno, e <u>fino al momento in cui persisterà la situazione di morosità</u>.</i>	The User is still in any case obliged to pay the amount due to XX, together with any other loss or damage whatsoever, as long as his default persists.	(A) XX reserves the right to (...) suspend all other work and services provided by XX <u>until payment</u> of all outstanding charges and interest, if applicable, <u>is made</u> . (B) (...) <u>until full payment is</u>

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See for example the Garzanti Linguistica: <https://www.garzantilinguistica.it/ricerca/?q=morosita%C3%A0> and the Sansoni: https://dizionari.corriere.it/dizionario_inglese/Italiano/M/morosita.shtml.

			<u>received</u> and cleared in our bank.
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As can be noticed, the noun phrase '*essere in condizione / situazione di morosità*' (line 1) is rendered as 'if the customer does not pay any amount in full or on time'; 'if the customer does not pay any amount properly due'; 'if you do not pay due invoices' and 'if your payment is overdue and you pay it late'. Also, the phrase '*fino al momento in cui persisterà la situazione di morosità*' (line 2) finds an equivalent in 'until payment of all outstanding charges and interest, if applicable, is made' and 'until full payment is received and cleared in our bank'.

When 'interests' are applied to overdue amounts, they are referred to as '*interessi di mora*' or '*interessi moratori*' (back-translation of both: 'default interests'). Finding equivalents is not particularly demanding, as it suffices to search for 'interest*' in the English sub-corpus, as Table 84 below highlights.

Table 84. Equivalents of '*interessi di mora*', '*interessi moratori*'

No.	Phrases and formulae (Italian sub-corpus)	Back-translation	Equivalent or near equivalent (English sub-corpus)
1	<i>In caso di ritardato pagamento decorreranno a favore di XX, (...), gli <u>interessi di mora</u> sulle somme non puntualmente corrisposte da calcolarsi secondo la normativa vigente oltre a Euro 10,00 (dieci/00) + IVA per la gestione amministrativa del ritardo.</i>	In case of late payment, XX shall charge interest on the amounts not paid on time. Interest will be calculated according to the law in force plus Euro 10.00 (ten/00) + VAT as administration fees.	(A) If the Buyer fails to pay any amount due to XX under this Agreement on the relevant due date, <u>default interest</u> at the rate specified by the Late Payment of Commercial Debts (Interest) Act 1998 shall be added to such amount. (B) If any sum payable under this agreement is not paid to us by you by the relevant due date (...) then you will pay interest on the overdue amount from the date due for payment to the actual date of payment at the rate of 8% per annum above the

			base lending rate of HSBC Bank from time to time in force.
2	<i>In caso di ritardo nel pagamento degli importi dovuti, (...), decorreranno a carico del Cliente interessi moratori nella misura del saggio di interesse del principale strumento di finanziamento della Banca Centrale Europea maggiorato di 7 (sette) punti percentuali.</i>	In case of delay in the payment of the due amounts, the Client will be charged default interests at the rate of 7% per year above the base rate of the European Central Bank.	If payment is not received in accordance with the terms and conditions, we reserve the right to charge interest at the rate of 8% (eight per cent) per month.
3	<i>Il Cliente sarà, inoltre, tenuto a versare gli interessi di mora di cui al decreto legislativo 231/2002, che verranno calcolati e addebitati automaticamente.</i>	The Customer shall also be obliged to pay default interest under the legislative decree 231/2002, that will be calculated and charged automatically.	Such interest shall accrue on a daily basis at the rate of 8% above the base rate of Nat West Bank PLC.

As can be noticed, '*interessi di mora*' and '*interessi moratori*' are rendered as 'interest', 'default interest', or 'interest on the overdue amount'. Also, the verb phrases '*decorreranno gli interessi di mora*', '*essere tenuto a versare gli interessi di mora*' and '*calcolare gli interessi di mora*' find equivalents in 'interest shall accrue', 'you will pay interest', '(we reserve the right) to charge interest', and 'default interest shall be added'.

If a customer does not pay when payment is due, the company may not only charge interests, but also credit collection fees. In Italian, such charges are referred to as '*spese per il recupero del debito*' (back-translation: 'debt retrieval/collection charges'). Finding English equivalents in this respect is not particularly intricate, as some bilingual dictionaries may list 'collection' as a translation of '*recupero*' when referring to outstanding payments or credits⁸⁰. Table 85 below reports some

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See the Garzanti Linguistica: <https://www.garzantilinguistica.it/ricerca/?q=rec%C3%B9pero>, and the Sansoni:

examples sourced from the English and Italian sub-corpora.

Table 85. Equivalents of '*recupero del debito*', '*spese per il recupero del debito*'

No.	Phrases and formulae (Italian sub-corpus)	Back-translation	Equivalent or near equivalent (English sub-corpus)
1	<i>XX ha la facoltà di mettere in mora il Cliente a cui saranno calcolati tutti gli interessi sugli importi dal giorno del primo insoluto e tutte le eventuali <u>spese per il recupero del credito.</u></i>	XX has the right to charge the Customer with interests calculated on the overdue amounts from the date of the first non-payment plus any debt collection fees.	Collection Expenses: You shall pay all <u>collection or legal fees</u> caused by late payments.
2	<i>Il Cliente sarà, inoltre, tenuto a versare gli interessi di mora di cui al decreto legislativo 231/2002, che verranno calcolati e addebitati automaticamente, oltre alle <u>spese sostenute per l'eventuale recupero stragiudiziale del credito.</u></i>	The Customer shall also pay default interest under legislative decree 231/2002, which will be calculated and charged automatically, in addition to the fees incurred for the out-of-court credit collection.	Customer agrees (...) to pay XX's reasonable <u>costs of collection of overdue amounts</u> , including collection agency fees, legal fees and court costs.

As can be seen, '*spese per il recupero del debito*' can be rendered as 'collection fees' and 'costs of collection of overdue amounts'. Also, the Italian phrase in line 2 mentions a '*recupero stragiudiziale del credito*' (back-translation: 'out-of-court credit collection'). It means that credit collection is not imposed by a court order, but it is carried out privately by a credit collection agency. The word '*stragiudiziale*' (literally: 'out of court') can be used in varied contexts and it produces different legal effects. For example, the phrase '*recupero stragiudiziale del credito*' refers specifically to credit collection, whereas the expression '*controversia giudiziale o stragiudiziale*' (mentioned in the Italian sub-corpus) refers to a controversy that is addressed either in court or out of court. Hence, a '*controversia giudiziale o stragiudiziale*' can be rendered as 'litigation in court or out of court', as Table 86 shows.

Table 86. Equivalents of '*controversia giudiziale o stragiudiziale*'

Phrases and formulae (Italian sub-corpus)	Back-translation	Equivalent or near equivalent (English sub-corpus)
<i>Controversia giudiziale o stragiudiziale.</i>	In-court or out-of-court dispute.	(A) Resolve their disputes <u>out-of-court</u> . (B) You agree that XX may pursue any such claims against you <u>in Court</u> .

In the common law tradition, resolving a dispute out of court is called 'settlement', which corresponds to the Italian '*transazione*' (back-translation: 'transaction'). As can be seen, both words are polysemous. There are many instances of 'settlement' in the English sub-corpus; e.g., 'any settlement of such claim or suit', and 'upon settlement of any outstanding unpaid invoices'. The first phrase refers to a way to resolve a dispute, whereas the second one to payments. In the Italian sub-corpus, there are only occurrences where '*transazione*' regards monetary transactions, as in the following examples: '*transazioni o pagamenti effettuati*' (back-translation: 'transactions or payment made') and '*transazione PayPal*' (back-translation: 'PayPal transaction'). Therefore, there are no concordances where '*transazione*' is a polysemous word in the Italian sub-corpus, i.e., where it refers to an out-of-court dispute settlement.

4.2.3 Verb phrases

As noticed in Tables 84 and 85 above, if a customer does not pay the agreed fees, the service provider may charge interests and credit collection costs. The Italian verb phrases '*costituire in mora*' and '*mettere in mora*' (back-translation of both: 'put in default') refer to the act of charging and demanding default interests. Table 87 reports some equivalent phrases.

Table 87. Equivalents of '*costituire in mora*', '*mettere in mora*'

No.	Phrases and formulae (Italian sub-corpus)	Back-translation	Equivalent or near equivalent (English sub-corpus)

1	<i>Il mancato pagamento nei termini avrà l'effetto di <u>costituire automaticamente in mora</u> il Cliente ai sensi di quanto previsto all'art. 1219, comma 2, n. 3, del Codice Civile.</i>	Failure to pay within the terms shall have the effect to automatically demand default interests under art. 1219, paragraph 2, no. 3 of the Civil Code.	XX may: (a) <u>charge</u> the Customer <u>interest on the overdue amount</u> at the rate of 4% per year above the base rate of HSBC Bank plc.
2	<i>XX ha la facoltà di <u>mettere in mora</u> il Cliente a cui saranno calcolati tutti gli interessi sugli importi dal giorno del primo insoluto.</i>	XX has the right to charge interest to the Customer on the amount due on the first day of payment.	XX shall be entitled to <u>charge interest</u> in respect of late payment of any sum due under this Agreement, which shall accrue from the date when payment becomes due.

As already noticed, the English equivalent of '*costituire in mora*' and '*mettere in mora*' is the verb phrase 'to charge interest' (see also Table 84).

In a contract, it is possible for a party to highlight that some information or facts are relevant for the provision of the goods or services, although they may not be binding. In these cases, the verb phrase '*si fa presente che*' (back-translation: 'it is presented/noted that') is used. As suggested by online forums and websites specialised in online translation aids⁸¹, an English equivalent is the phrase '(please) note that'. Table 88 reports an example.

Table 88. Equivalents of '*si fa presente che*'

Phrases and formulae (Italian sub-corpus)	Back-translation	Equivalent or near equivalent (English sub-corpus)
<i><u>Si fa presente che</u> il trasferimento del dominio da un hosting all'altro, non prevede alcun passaggio di contenuto.</i>	It is noted that domain transfer from a hosting into another does not entail any content transfer.	<u>Please note</u> that with our Hosting Services we do not include programming services.

For the same reason, a party may wish the other to take some information for granted. It can do so by using the verb phrases '*resta inteso (che)*' (back-translation: 'it is held understood that'). Finding a

81 See for example: <https://context.reverso.net/translation/italian-english/Si+fa+presente+che> and <https://forum.wordreference.com/threads/si-fa-presente-che-questo-servizio.63054/>.

corresponding phrase in English is not difficult, as it suffices to search for the lemma 'understand'. Table 89 below reports sample phrases.

Table 89. Equivalentents of '*resta inteso (che)*'

Phrases and formulae (Italian sub-corpus)	Back-translation	Equivalent or near equivalent (English sub-corpus)
<i>Resta inteso che in tali casi, XX non risponderà di alcuna perdita, danno o lesione subiti e/o subendi dal Cliente.</i>	It is held understood that in such cases, XX shall not answer for / shall have no liability for any loss, damage or injury sustained or being sustained by the Customer.	<u>It is understood that</u> you have read and agree to our terms of service, we cannot accept any responsibility for any loss of business which may occur.

In Table 89 above, the verb phrase '*non risponderà di*' (back-translation: 'shall not answer/respond for') refers to liabilities, losses and damage (see also § 3.8, Table 16). This expression is used in limitation of liability clauses or disclaimers. Synonyms of this verb phrase are '*declinare*' (back-translation: 'declines'); '*sollevare*' (back-translation: 'relieves'); '*esonerare*' (back-translation: 'releases'); '*dispensare da*' (back-translation: 'exempt from'), and '*(non) assumersi*' (back-translation: 'not take'). Finding English equivalentents is not particularly challenging. By looking for 'liabilit*' immediately preceded by 'no' or 'any', many verbs come to the fore, such as 'have', 'accept', 'exclude', 'incur', 'undertake', and 'hold'. Table 90 below shows some findings.

Table 90. Equivalentents of '*esonerare*', '*assumersi*', '*dispensare da*' referring to '*responsabilità*'

No.	Phrases and formulae (Italian sub-corpus)	Back-translation	Equivalent or near equivalent (English sub-corpus)
1	<i>Il Cliente, pertanto, esonera ora per allora XX da ogni responsabilità in caso di perdita totale o parziale di dati.</i>	The Customer, therefore, release XX now for then from any liability in case of partial or total loss of data.	The Company shall <u>accept no</u> liability for any loss of revenue, profit, productivity, contracts, data.
2	<i>(A) Il Cliente <u>si assume</u> ogni responsabilità relativa all'integrità e al funzionamento del sito</i>	(A) The Customer takes all liability in relation to the integrity and functioning of the website.	(A) XX (...) shall (...) <u>remain fully</u> liable. (B) We shall <u>have</u> no liability

	<p><i>web.</i></p> <p><i>(B) Il Cliente si <u>assume</u> in via esclusiva, la <u>piena</u> responsabilità nel caso di sospensione o blocco del proprio sito/domainio.</i></p>	<p>(B) The Customer shall have full liability in case of suspension or block/freeze of his site/domain.</p>	<p>for any loss or damage to any data stores on the Server.</p> <p>(C) You (...) <u>accept full</u> liability of failure to pay before the renewal date.</p>
3	<p><i>Il Cliente sarà, di conseguenza, <u>dispensato dall'esecuzione delle sue</u> obbligazioni.</i></p>	<p>The Customer shall, consequently, be exempt from the execution of his/her obligations.</p>	<p>The Developer <u>holds no</u> liability.</p>

As can be seen, the Italian verbs '*esonerare da (responsabilità)*' or '*non assumere (responsabilità)*' can be rendered as 'accept no (liability)', 'have no (liability)', and 'hold no (liability)'. Also, the second line of Table 90 brings to the fore some interesting phrases, such as '*ogni responsabilità*' and '*piena responsabilità*', both rendered as 'full liability' (or 'fully liable') in the English sub-corpus.

As discussed in the previous chapter, if a party accepts no liability for certain (harmful) circumstances, it means that the other party cannot claim any compensation if something harmful or damaging happens. In Italian, the verb phrases '*(non poter) avanzare alcuna richiesta*' (back-translation: 'cannot put forward any request') and '*(non poter) avanzare alcuna pretesa*' (back-translation: 'cannot put forward any claim') are used in these situations. The best way to find equivalents in the English sub-corpus is to search for 'any claim*' and 'no claim*'. Table 91 provides some examples.

Table 91. Equivalents of '*avanzare alcuna richiesta*', '*avanzare alcuna pretesa*'

No.	Phrases and formulae (Italian sub-corpus)	Back-translation	Equivalent or near equivalent (English sub-corpus)
1	<p><i>Il Cliente non potrà <u>avanzare nei confronti di</u> XX <u>alcuna richiesta di</u> rimborso, indennizzo e/o risarcimento danni.</i></p>	<p>The Customer cannot present to XX any request/claim for refund, indemnification and/or damages.</p>	<p>(A) Neither you nor we shall <u>have any claim</u> for innocent or negligent misrepresentation.</p> <p>(B) The Customer acknowledges that it <u>does not rely on, and waives any claim</u> for breach.</p>

2	<i>Il Cliente non potrà <u>avanzare nei confronti della XX alcuna ulteriore pretesa, né quale risarcimento, indennizzo o ad altro titolo.</u></i>	The Customer cannot present to XX any further claim such as damages, indemnification or any other remedy whatsoever.	(A) You shall have no right to <u>bring any claim</u> against us. (B) In any event <u>no claim shall be brought</u> unless you have notified us of the claim within one year of it arising.
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As can be noticed, the verb phrase '*avanzare alcuna richiesta / pretesa*' can be rendered as 'have no right to bring any claim', '(do not rely and) waive any claim for' and 'have no claims for'. The first line of Table 91 also mentions 'misrepresentation', which was dealt with in the previous chapter (see § 3.9.1).

A rather complicated verb phrase is '*assumere obbligazioni di mezzo e non di risultato*' (back-translation: 'assume/have obligations of actions not results'). This expression states the intent of a party not to be bound to (obtaining or reaching) specific results. When offering goods or services, this can also be conveyed with phrases such as '*non garantire l'idoneità (del servizio/prodotto)*' (back-translation: 'not guaranteeing the suitability/fitness (of the service/product)'). To find equivalents, corpus users may look for a translation of '*idoneità*' (back-translation: 'suitability/fitness'). Alternatively, English equivalents are found by reading and understanding the clause content. Table 92 reports some examples sourced, amongst others, from limitation of liability clauses.

Table 92. Equivalents of '*assumere obbligazioni di mezzo e non di risultato*', '*idoneità (del servizio)*'

No.	Phrases and formulae (Italian sub-corpus)	Back-translation	Equivalent or near equivalent (English sub-corpus)
1	<i>XX <u>assume obbligazioni di mezzi e non di risultato.</u> XX non può essere ritenuta responsabile per qualsiasi danno, diretto o indiretto, subito dal Cliente a seguito di errori nei dati da questi comunicati.</i>	XX has obligations of performance and not of results. XX cannot be held liable for any damage, direct or indirect, sustained by the Customer as a result of errors in the data communicated by him.	XX <u>disclaims any warranty or merchantability or fitness for a particular purpose.</u> This includes data loss resulting from delays, non-deliveries, wrong delivery, and any and all service interruptions of any kind.

2	<p><i>Si precisa, altresì, che <u>né</u> XX <u>né</u> alcuno dei propri <u>licenziatari, dipendenti, collaboratori o agenti garantiscono l'idoneità del servizio.</u></i></p>	<p>It is also specified that neither XX nor its sub-contractors, employees, agents or representatives warrant the fitness for purpose of the service.</p>	<p>(A) <u>No warranty, guarantee or other term relating to quality or fitness for purpose is given</u> in respect of the goods supplied by us.</p> <p>(B) The Company <u>does not give any warranty, guarantee or other term as to their quality, fitness for purpose</u> or otherwise.</p>
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Given the results above, '*assumere obbligazioni di mezzo e non di risultato*' and '*non garantire l'idoneità del servizio*' are rendered as '(to) disclaim fitness for a particular purpose'; '(to) give no warranty for fitness for purpose' and '(XX) does not give any warranty/guarantee as to fitness for purpose'.

Strictly related to the verb phrases above, is the expression '*andare a buon fine*' (back-translation: 'be successful'), which refers to the success of some actions. For example, the company may not warrant or guarantee the service renewal or the success of the customer's application. Searching for translation options in bilingual dictionaries can be helpful, as they may propose the term '(be) successful' as a translation of '*andare a buon fine*'⁸². Table 93 reports some phrases in context.

Table 93. Equivalentents of '*andare a buon fine*'

No.	Phrases and formulae (Italian sub-corpus)	Back-translation	Equivalent or near equivalent (English sub-corpus)
1	<p><i>Nel caso in cui la procedura di registrazione o trasferimento o rinnovo non <u>vada a buon fine</u> per causa non imputabile ad XX.</i></p>	<p>In case the registration, transfer or renewal procedure is not successful for any reason not attributable to XX.</p>	<p>XX makes no warranty or representation of any kind in relation to the likelihood or otherwise of a particular domain name application <u>being successful</u>.</p>

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See for example: <https://www.wordreference.com/iten/andare%20a%20buon%20fine>, or <https://context.reverso.net/traduzione/italiano-inglese/andare+a+buon+fine>.

2	<i>XX non garantisce che le relative pratiche vadano a buon fine.</i>	XX does not warrant that the application will be successful.	Domain names are not deemed to <u>be successfully</u> registered until they appear in the relevant WHOIS database.
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Other challenging verb phrases are '(non) essere opponibile' (back-translation: 'not to be opposable') and 'opporsi' (back-translation: 'to oppose'). In some contexts, 'essere opponibile' and 'opporsi' refer to the right of a party to complain and/or to ascribe full liability to the other party in case something unexpected or unwanted happens. Bilingual dictionaries suggest 'exceptionable' as a translation of 'opponibile', and 'to oppose' or 'to object' as translation options of 'opporsi'⁸³. However, in order to find full equivalents, it is advisable to understand the clause content in-depth and look for similar clauses in the English sub-corpus. Table 94 below reports examples concerning changes in the customer's address.

Table 94. Equivalents of '(non) essere opponibile', 'opporsi'

No.	Phrases and formulae (Italian sub-corpus)	Back-translation	Equivalent or near equivalent (English sub-corpus)
1	<i>Eventuali variazioni degli indirizzi del Cliente non comunicate a XX <u>non saranno ad essa opponibili.</u></i>	Any variation of the Customer's addresses which are not communicated to XX shall not be opposable [shall not give the Customer the right to complain or ascribe full responsibility to XX for non-performance].	(A) The Client agrees that if at any time their contact details, including email address, change, <u>it is their responsibility</u> to contact the third party and update their contact details. <u>Failure to do so may mean that renewal invoices</u> for the domain name and hosting services <u>are not received</u> by the Client. (B) It is the client's <u>responsibility</u> to inform us any change in email address so we

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See the Garzanti Linguistica: <https://www.garzantilinguistica.it/ricerca/?q=oppon%C3%ACbile> (*opponibile*) and <https://www.garzantilinguistica.it/ricerca/?q=opp%C3%B3rre> (*opporsi*) and the Sansoni: https://dizionari.corriere.it/dizionario_inglese/Italiano/O/opponibile.shtml (*opponibile*) and https://dizionari.corriere.it/dizionario_inglese/Italiano/O/opporre.shtml (*opporsi*).

			always have valid contact details. (...) <u>If we do not receive a response</u> to these attempts of contact <u>the project may be terminated</u> , and the deposit may not be refunded.
2	<i>Il Cliente potrà esercitare i relativi diritti fra cui consultare, modificare, cancellare i propri dati o opporsi per motivi legittimi al loro trattamento.</i>	The Customer may exert the related rights, such as consult, modify, cancel his/her data or object to their processing for legitimate reasons.	(A) Not process personal data outside the EEA <u>without</u> the prior written <u>consent</u> of Controller. (B) XX shall obtain the Customer's written <u>consent</u> .

The Italian phrase reported in the first line of Table 94 above refers to the fact that if the customer does not inform the company of a change of address, s/he may not complain or start a legal action in case invoices are not sent to the correct address. In the English sub-corpus, the meaning of the phrase '*non essere opponibile*' is expressed in other ways. The words used are, for example, 'it is their [the customers'] responsibility' to communicate changes in contact details, otherwise 'invoices (...) are not received' and/or 'the project may be terminated'. Hence, the English rendering is plain and uncomplicated. The second line addresses the customer's data protection. In this case, '*opporsi*' can be rendered by using 'consent', in a phrase such as 'shall not give his/her consent'.

Other frequent expressions are '*avere motivo di ritenere*' (back-translation: 'have reason to believe/think') and '*avere motivo di dubitare*' (back-translation: 'have reason to doubt') which are used when a party thinks, or fears, that something inconvenient may happen. To find equivalents in the English sub-corpus, it is possible to query 'think*' or other opinion verbs, such as 'feel*', 'deem*' or 'believe*'. Table 95 reports some phrases in context.

Table 95. Equivalents of '*avere motivo di ritenere*', '*avere motivo di dubitare*'

No.	Phrases and formulae (Italian sub-corpus)	Back-translation	Equivalent or near equivalent (English sub-corpus)
1	<i>Nel caso in cui XX, a suo insindacabile giudizio, ritenga di <u>aver</u></i>	In the event that XX, at its sole discretion, has reason to doubt the truthfulness of	(A) If <u>we feel that</u> the name is or could be deemed to be in bad faith or goes against a legal

	<i>motivo di dubitare della veridicità dei dati forniti dal Cliente.</i>	the data supplied by Customer.	requirement. (B) If <u>you think that</u> there is a mistake in these Terms and Conditions, please contact us to discuss. (C) If <u>we believe</u> it poses a security risk or is liable to be detrimental to the running of the Services.
2	<i>Qualora XX, a suo insindacabile giudizio, abbia motivo di ritenere che il Cliente abbia violato le disposizioni contenute agli Artt. 6 e 7.</i>	In the event that XX, at its own discretion, has reason to believe that the Customer violated the provisions contained in articles 6 and 7.	XX <u>may deem</u> the Customer unable to pay any debts.

From Table 95 above, it is possible to notice that '*avere motivo di*' is rendered as 'to feel / think / believe that' as well as 'to deem', or 'may deem'.

A recurrent formal verb phrase is '*prendere visione ed accettare*' (back-translation: 'take vision/read and accept') which refers to the act of reading and accepting a contract and its terms and conditions. This expression can be used in Italian consumer contracts to make the customer accept specific (unfair) terms (see § 3.15.2). In order to find an equivalent expression in English, it is possible to search for 'read and'. In this case, the phrase 'read and understood/understand' comes to the fore, where the verb 'understand' implies acceptance. Alternatively, it is useful to query 'and accept*'. Table 96 reports some sample phrases.

Table 96. Equivalentents of '*prendere visione ed accettare*'

No.	Phrases and formulae (Italian sub-corpus)	Back-translation	Equivalent or near equivalent (English sub-corpus)
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1	<i>Le caratteristiche dei servizi sono riportate in dettaglio ai link: (...) di cui il Cliente, accettando le presenti Condizioni Generali di Contratto, dichiara di aver preso visione ed accettato.</i>	The service characteristics are reported in detail at the following link: (...) which the Customer, by accepting these General Terms of Contract, declares to have read and agreed on.	(A) You are deemed to have <u>read and understood</u> these Terms and Conditions and agree to be bound by the whole of the agreement. (B) We ask You to <u>acknowledge and accept</u> additional terms and conditions and policies.
2	<i>(...) di cui il Cliente, accettando le presenti Condizioni Generali, dichiara di aver preso visione e accettare e a cui si rinvia integralmente.</i>	(...) which the Customer, by accepting these General Terms, declares to have read and understands and which are incorporated by reference.	Each Party acknowledges that it <u>has read and understands</u> this Agreement.
3	<i>Ai sensi e per gli effetti degli art. 1341 e 1342 del Codice Civile si dichiara di avere preso chiara ed esatta visione e di approvare espressamente ed in modo specifico le clausole seguenti.</i>	Under and in accordance with art. 1341 and 1342 of the Civil Code you declare to have clearly read, exactly understood and to expressly and specifically approve the following clauses.	(A) Both parties warrant that they <u>have read and understand</u> the terms set forth. (B) You <u>recognise and accept</u> that: a. (...).

Hence, the phrase '*prendere visione ed accettare*' can be rendered as 'read and understand', 'acknowledge and accept', and 'recognise and accept', according to the English sub-corpus. The Italian clause in line 3 is an example of a '*clausola vessatoria*' ('unfair term' in English) (see § 3.15). As can be noticed, the legal language of the Italian phrases of Table 96 is more formal and detached.

4.2.4 Adjectival phrases

Adjectives and adjectival phrases are particularly recurring in legal Italian (Colonna Dahlman 2006, pp. 30-33, Vučetić 2002, p. 67 and pp. 78-79). Their function is to synthesise the semantic load of

an entire phrase in a word (Colonna Dahlman 2006, p. 30). Some examples are '*esatto*' (back-translation: 'exact'), which generally refers to a complete and outstanding contract performance, and '*corretto e puntuale*' (back-translation: 'correct and punctual'), which relate to deliveries or the receipt of documents or payment. Near equivalents can be obtained by searching for the adjectives preceding the words 'performance' or 'receipt' (or 'recei*'). Table 97 below reports some examples.

Table 97. Equivalents of '*esatto*', '*corretto*', '*corretto e puntuale*'

No.	Phrases and formulae (Italian sub-corpus)	Back-translation	Equivalent or near equivalent (English sub-corpus)
1	(A) <i>Esigere l'esatto adempimento delle obbligazioni.</i> (B) <i>Corretta esecuzione del contratto.</i>	(A) Demand the exact performance of the obligations. (B) Correct execution of the contract.	(A) To ensure <u>good performance</u> of the servers. (B) <u>Strict performance</u> of any of your obligations under the Contract. (C) The <u>proper performance</u> of this agreement.
2	<i>Il Contratto si perfeziona alla data del corretto e puntuale ricevimento da parte di XX del Modulo d'ordine.</i>	The contract is created/formed on the date of correct and punctual receipt by XX of the order Form.	Upon <u>receipt</u> of this order acknowledgement, a contract shall be created between XX and the Customer for the supply of the Service.
3	<i>In assenza del ricevimento da parte di XX del pagamento per intero della somma richiesta.</i>	Without receipt by XX of the full payment of the amount requested.	(A) Work will not commence until valid payment is <u>received successfully</u> . (B) No further work will be completed until the necessary valid payment is <u>received in full</u> .

As can be noticed, 'performance' (referring to services, obligations and contracts) is preceded by the modifiers 'good', 'strict' and 'proper', whereas 'receipt' (relating to documents or forms) is preceded by no adjectives in the English sub-corpus. However, if the lemma 'receive' is queried (search

string: 'recei*'), interesting results are obtained, such as 'received in full' and 'received successfully', although these phrases refer to payments (line 3). Hence, it can be argued that an equivalent of '*esatto adempimento*' or '*esatta esecuzione*' (back-translations: 'exact performance' and 'exact execution') is 'proper / good / strict performance', of '*corretto e puntuale ricevimento*' (back-translation: 'correct and punctual receipt', referring to documents) is 'receipt' and of '*ricevimento per intero*' (back-translation: 'receipt in full', relating to payments) are the phrases 'receive in full' and 'receive successfully'.

Another frequent adjective is '*imputabile a*' (back-translation: 'imputable/due to'). This adjective is used in phrases and contexts highlighting the fact that losses, injuries or certain events cannot be ascribed to a party's fault. Bilingual dictionaries propose, amongst others, 'attributable to'⁸⁴, which is a full equivalent. See Table 98 for some examples.

Table 98. Equivalents of '*imputabile a*'

No.	Phrases and formulae (Italian sub-corpus)	Back-translation	Equivalent or near equivalent (English sub-corpus)
1	<i>Nessuna delle due parti è responsabile per guasti imputabili (...) a causa imprevedibile ed eccezionale che impedisca di fornire il servizio concordato.</i>	No party shall be liable for malfunctioning/breakdown due to/attributable to (...) exceptional and unforeseen causes which impede the provision of the agreed service.	XX (...) shall not be liable for any delay or failure in the performance of its obligations to the extent that such delay or failure is <u>attributable to</u> matters beyond its reasonable control.
2	<i>In qualsiasi caso di violazione o inadempimento imputabile ad XX.</i>	In any case of violation or non-performance attributable to XX.	Total or partial failure of performance <u>by it</u> of its duties and obligations under the Contract.

The first line of Table 98 above addresses events of force majeure, whereas the second line deals with failures to perform the contract by the company. Hence, '*imputabile a*' can be rendered as both 'attributable to' and 'by'.

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See the Garzanti Linguistica: <https://www.garzantilinguistica.it/ricerca/?q=imput%C3%A0bile> and the Sansoni: https://dizionari.corriere.it/dizionario_inglese/Italiano/I/imputabile.shtml.

A quite archaic adjective is '*adducibile a*' (back-translation: 'due to')⁸⁵, which expresses causation. There are no similar archaic expressions in English, as equivalents are simply 'due to', 'because of', and 'caused by'. Table 99 shows some sample phrases.

Table 99. Equivalents of '*adducibile a*'

Phrases and formulae (Italian sub-corpus)	Back-translation	Equivalent or near equivalent (English sub-corpus)
<i>In nessun caso XX risponde per interruzioni di servizio di qualunque durata <u>adducibili a guasti degli apparati elettronici del Cliente.</u></i>	Under no circumstances shall XX be liable for service interruption of any duration due to malfunctioning/breakdown of the Customer's electronic devices/equipment.	(A) The Centre Owner will not accept any liability for losses <u>caused by</u> the unavailability, malfunction or interruption of the hosting service. (B) Any failure <u>due to</u> computer hardware or communication systems. (C) <u>Because of</u> events outside our control.

Another frequent adjectival phrase is '*libero da*' (back-translation: 'free from'). This expression is used to highlight that a party is free from a specific obligation, or that a thing or property is free from encumbrances. Corpus users may look for 'free' collocating with 'obligation' in the English sub-corpus, or simply 'free'. Alternatively, they may search for 'obligation*' collocating with any preposition such as 'from' or 'of'. Table 100 reports some clarifying examples.

Table 100. Equivalents of '*libero da*'

No.	Phrases and formulae (Italian sub-corpus)	Back-translation	Equivalent or near equivalent (English sub-corpus)
1	<i>Il Cliente accetta che alla data di scadenza di ciascun Servizio le Parti saranno</i>	The Customer accepts that at the expiry date of each Service the Party	The Customer will not be entitled to any refund of Fees on termination, and will not <u>be</u>

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The Sansoni online dictionary informs that this expression dates back to the XVIII century. https://dizionari.corriere.it/dizionario_italiano/A/adducibile.shtml.

	<i>automaticamente libere dalle rispettive obbligazioni.</i>	shall be automatically free from their respective obligations.	<u>released from any obligation to pay Fees to XX.</u>
2	<i>Al termine del rapporto contrattuale, (...) il Cliente ed XX saranno liberi dalle reciproche obbligazioni.</i>	At the end of the contractual relationship, (...) the Customer and XX shall be free from their reciprocal obligations.	(A) XX may, <u>free of any obligation</u> to pay compensation, use your name and identify you as an XX client. (B) You hereby <u>release XX and its suppliers from any and all obligations.</u>
3	<i>Il Cliente si obbliga a mantenerli [apparecchiature e dispositivi] liberi da sequestri, pignoramenti e da qualsiasi atto o onere pregiudizievole.</i>	The Customer undertakes to keep them [equipment and devices] free from any seizure, attachment and any detrimental act or encumbrance.	Keep the Goods & Services <u>free from</u> any mortgage, charge, lien or other encumbrance.

As can be inferred from Table 100 above, '*libero da (obbligazioni)*' finds equivalents in the adjectival phrase 'free of (obligation)' and in the verb phrase 'release (someone) from (obligations)' (lines 1 and 2). On the other hand, '*libero da (oneri)*' can be rendered as 'free from (encumbrance / charge / lien)' (line 3).

4.2.5 Gerund and Present Participle Phrases as Modifiers

The use of the gerund and present participle as noun modifiers is very frequent in legal Italian (Colonna Dahlman 2006, pp. 22-26, Mortara Garavelli 2001, p. 167). Nonetheless, both the gerund and the present participle are argued to be unnatural synthesis tools (Colonna Dahlman 2006, pp. 22-26). This is visible in Tables 71 and 89 above, where the words '*subiti e/o subendi*' are mentioned. There are also other complex expressions with participles and gerunds, such as '*patiti e patienti*' (back-translation: 'suffered and/or being suffered'); '*vigenti*' (back-translation: 'being in force'); '*stipulando*' (back-translation: 'being entered into'); '*effettuandi*' (back-translation: 'being provided/executed'), and many others.

In English, there are no equivalents of the gerund forms '*subendi*' and '*patiendi*' (both meaning: 'being suffered'). However, if 'su* or' and 'or su*' are searched for in the English sub-corpus, the phrases 'suffered or incurred', 'sustained or incurred' and 'whatsoever incurred or suffered' come to the fore. Also, if 'su* and' is queried, the phrase 'whatsoever suffered and howsoever incurred' is retrieved. See Table 101 for some examples.

Table 101. Equivalents of '*subiti e/o subendi*', '*patiti e patiendi*'

No.	Phrases and formulae (Italian sub-corpus)	Back-translation	Equivalent or near equivalent (English sub-corpus)
1	<i>XX non risponderà di alcuna perdita, danno o lesione <u>subiti e/o subendi</u> dal Cliente.</i>	XX shall not be liable for any loss, damage or injury sustained and/or being sustained by the Customer.	(A) XX shall not be liable for any costs, charges or losses <u>sustained or incurred</u> by the Customer. (B) Loss, damage, costs or expenses of any nature <u>whatsoever incurred or suffered</u> by the Customer
2	<i>Il Cliente solleva, ora per allora, la stessa XX per gli eventuali danni, diretti o indiretti, di qualsiasi natura e specie <u>patiti e patiendi</u>.</i>	The Customer shall hold, now for then, XX harmless for any direct or indirect damage or any nature and kind, suffered or being suffered.	(A) You agree to indemnify and keep indemnified and hold us on demand harmless from and against any claim (...) and in respect of all losses, costs, actions, (...) or liabilities, <u>whatsoever suffered and howsoever incurred</u> by us. (B) Liabilities, damages, costs, expenses (including reasonable legal costs and expenses), <u>howsoever suffered or incurred</u> by us in consequences of your breach.

In light of the results of Table 101 above, possible translations of '*subiti e/o subendi*' and '*patiti e*

patiendi' are the phrases '(howsoever) suffered or incurred', 'sustained and incurred', '(whatsoever) incurred or suffered', and 'whatsoever suffered and howsoever incurred' (see also the first line of Table 71).

Other recurrent examples are '*le vigenti leggi*' (back-translation: 'the being-in-force laws') and '*la vigente normativa*' (back-translation: 'the being-in-force rules'); '*lo stipulando contratto*' (back-translation: 'the being entered into contract'); '*costituente oggetto dello stipulando contratto*' (back-translation: 'representing/constituting the subject-matter of the contract being entered into'); '*inviare alla scrivente*' (back-translation: 'send to the writing (person/company)', but actually meaning 'send to us'); '*la proponente azienda*' (back-translation: 'the proposing business/enterprise', but meaning 'the business/enterprise (herewith) proposing (something)'); '*gli effettuandi servizi*' (back-translation: 'the being provided services'); '*l'utente sottoscrivente il modulo d'ordine*' (back-translation: 'the user signing the order form'), and so on.

As already mentioned, gerund and present participle phrases do not usually have full equivalents in English. Often, the word order is different and/or phrases are simplified. To find corresponding expressions, corpus users have to understand the meaning of the Italian gerund phrase in question. Then, they should look for gerund forms combined with specific words in the English sub-corpus. For example, they may search for 'being' (or '*ing') collocating with 'agreement' or 'contract'. However, sometimes it is best not to use gerund forms at all in legal English, as phrases tend to be more standard and plainer. Table 102 shows some examples.

Table 102. Equivalents in gerund and present participle phrases

No.	Phrases and formulae (Italian sub-corpus)	Back-translation	Equivalent or near equivalent (English sub-corpus)
1	(A) <i>Le <u>vigenti</u> leggi.</i> (B) <i>La <u>vigente</u> normativa.</i>	(A) The being-in-force laws. (B) The being-in-force rules.	The laws <u>in force</u> .
2	<i>Lo <u>stipulando</u> contratto.</i>	The being-entered-into contract.	The Agreement <u>being entered into</u> .
3	<i><u>Costituente</u> oggetto (di).</i>	Representing the subject-matter (of).	<u>Being</u> the subject (of).

4	<i>Gli <u>effettuandi</u> servizi.</i>	The being-provided services.	The <u>provided</u> service.
5	<i>La <u>scrivente</u> si riserva la facoltà di sospendere (...) il servizio.</i>	The writing sender reserves the right to suspend (...) the service.	<u>We</u> reserve the right to suspend our provision of the Services.
6	<i>L'utente <u>sottoscrivente</u> il modulo d'ordine.</i>	The user underwriting the order form.	Both parties <u>signing</u> this document.

Although there are some intricate examples in English (e.g., line 2), the English sample phrases are overall more frequent in everyday language and, hence, clearer⁸⁶.

4.2.6 Discussion

Generally speaking, the analysis carried out in this section showed that Italian legal language tends to be more archaic and formulaic than English. Nonetheless, the English sub-corpus contains full or near equivalents of most of the Italian contract-specific formulae. As discussed in the previous chapter, it would also be advantageous if corpus users had some legal knowledge or, at least, acquaintance with the main institutions or principles hallmarking the contract law of the common law and the civil law systems. In this way, they could eschew false equivalents and false cognates. It is also important for corpus users to master corpus analysis and advanced search techniques.

Appendix 19 reports a glossary of the Italian formulae presented in this section together with their English equivalents. The glossary can be used as a quick reference guide for translation students, legal translators and practitioners.

4.3 Equivalent clauses

After analysing how to translate service-related and contract-based formulae and lexical phrases, it is useful to focus on equivalent contract clauses with similar subject-matters, contents, meanings, and usages of words. By applying Sketch Engine advanced search techniques (see Appendix 2), it is possible to find correspondences in clause contents.

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For example, the word '*scrivente*' is rather archaic and dates back to the XIV century (see the Sansoni Italian dictionary: https://dizionari.corriere.it/dizionario_italiano/S/scrivente.shtml).

Table 103 below contains clauses addressing the relationship between the parties. In this respect, it is stated that the parties are independent contractors throughout the contract duration.

Table 103. Equivalent clauses on the relationship between the parties

English	Italian	Back-translation
Relationship of Parties – XX, in rendering performance under this Agreement, <u>shall be deemed an independent contractor</u> and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership.	<i>L'eventuale esistenza di altri rapporti contrattuali tra XX e il Cliente non determina alcuna colleganza con gli stessi che rimangono, pertanto, <u>separati ed autonomi</u>.</i>	Any existing contractual relationship between XX and the Customer does not determine any connection between them which, hence, remain separate and autonomous.

As can be seen, the noun phrase 'independent' is rendered as '*separati ed autonomi*' (back-translation: 'separate and autonomous').

Table 104 reports sentences concerning the formation of the contract. In particular, the instances deal with the acceptance of the company's offer or quotation (see Appendix 20 for more examples).

Table 104. Equivalent clauses on the formation of the contract (acceptance of the offer)

English	Italian	Back-translation
(A) Acceptance of the quote indicates the client's acceptance of these Terms and Conditions in full. (B) You indicate acceptance of these terms and conditions of service by placing an Order with XX.	<i>La trasmissione online a XX del Modulo d'Ordine comporta l'integrale accettazione delle presenti Condizioni Generali (...) e delle disposizioni e procedure da essi richiamate, rendendole vincolanti nei confronti del Cliente anche prima della conclusione del contratto.</i>	The online transmission to XX of the Order Form entails the full acceptance of these General Conditions and of the provisions and procedures therein, making them binding towards the Customer even before the entering into the contract.

The clause above states that the parties will be bound to the terms as soon as the customer places an

order.

Table 105 concerns the terms and conditions established and applied. In particular, the clause in question relates to the 'general scope' of the terms and conditions.

Table 105. Equivalent clauses on the general scope of the terms and conditions

English	Italian	Back-translation
The XX Acceptable Use and Service Guidelines (the 'Usage Guidelines') govern the general policies and procedures for use of the Services.	(A) <i>Le presenti condizioni generali di Contratto (...) hanno una portata di carattere generale.</i> (B) <i>Le presenti Condizioni Generali hanno valenza di carattere generale.</i>	(A) These general conditions of Contract (...) have a general scope. (B) These General Conditions are general.

As can be seen from Table 105 above, the English and Italian clauses highlight the generality of the terms expressed in the agreement.

Table 106 below concerns changes to the terms of service (see Appendix 20 for more examples).

Table 106. Equivalent clauses on changes to the terms of service

English	Italian	Back-translation
XX reserves the right to modify or change any of the terms and conditions contained in this agreement (...) at any time and from time to time in its sole discretion.	<i>XX si riserva il diritto di modificare le caratteristiche tecniche del Servizio e di variare le condizioni dell'offerta in qualsiasi momento e senza preavviso.</i>	XX reserves the right to modify the technical features of the Service and to change the conditions of the offer at any time and without notice.

The clauses of Table 106 above focus on the company's right to change the terms and conditions at any time.

Table 107 below addresses the customer's assumed technical knowledge (see also Appendix 20).

Table 107. Equivalent clauses on the customer's service competence and/or knowledge

English	Italian	Back-translation
The Customer warrants that it has appropriate knowledge of how the Internet functions, the nature and technical nature of the Services and what types of use and material are and are not acceptable.	<i>Il Cliente dichiara di possedere l'insieme delle conoscenze tecniche necessarie ad assicurare la corretta utilizzazione, amministrazione e gestione del Servizio.</i>	The Customer declares to have the necessary technical knowledge and ensures the correct use, administration and management of the Service.

As can be seen, the clause of Table 107 informs that the customer is supposed to have the required technical knowledge to use the services.

As a result of the customer's supposed technical skills, the company exerts no monitoring or control over his/her activities. This is clearly stated in a sentence of Table 108 below (see also Appendix 20).

Table 108. Equivalent clauses on no controls or monitoring over the customer's activities

English	Italian	Back-translation
No Duty to Monitor. The Host is under no obligation to monitor or record the activity of any customer for any purpose.	<i>XX non è soggetta ad alcun obbligo generale di sorveglianza, essa pertanto non controlla né sorveglia i comportamenti o gli atti posti in essere dal Cliente mediante il Servizio ovvero non controlla né sorveglia le informazioni e/o i dati e/o i contenuti ad ogni modo trattati dal Cliente.</i>	XX is under no surveillance obligation, it hence neither controls nor monitors the Customer's activities or actions when using the Service, so it neither controls nor monitors the information and/or the data and/or the contents dealt with by the Customer.

From Table 108 above, it can be inferred that 'duty to monitor' and 'obligation to monitor' are rendered as '*obbligo generale di sorveglianza*'.

Table 109 below focuses on the customer's personal data management and responsibility.

Table 109. Equivalent clauses on the customer's personal data management

English	Italian	Back-translation
You agree that you will make entirely sure that the information submitted with a domain registration is correct, and that any errors are your responsibility.	<i>Il Cliente è tenuto a controllare entro 15 (quindici) giorni dalla data di attivazione dei Servizi l'esattezza dei suoi dati presso il database dell'Authority competente per l'estensione scelta.</i>	The Customer undertakes to check the correctness of his/her data in the relevant Authority's database every 15 (fifteen) days from the date of activation of the Services.

The English and Italian clauses of Table 109 above highlight the importance of submitting truthful information. In particular, it is the customer's responsibility to assure the correctness of his/her personal details.

Table 110 reports phrases concerning the actions that the customer must not perform.

Table 110. Equivalent clauses on the customer's prohibited actions

English	Italian	Back-translation
The client is responsible for ensuring that they will not display via the webspace any materials that: 1. Break, contravene, infringe or violate any UK or foreign laws or regulations. 2. Break, contravene, infringe or violate any intellectual property rights of the Supplier or any other third party. 3. Are defamatory, slanderous or libellous. 4. Are harassing or threatening. 5. Are discriminatory based on gender, race or age, or that promote hate.	<i>A titolo esemplificativo e non esaustivo, il Cliente si impegna ed è tenuto a: a) non utilizzare e non far utilizzare a terzi il Servizio contro la legge, la morale, l'ordine pubblico, e/o in modo da turbare la quiete pubblica o privata, da recare offesa, danno diretto o indiretto a chiunque, compreso se stesso, e/o comunque in modo da violare, contravvenire o far contravvenire in modo diretto o indiretto alle vigenti leggi dello Stato italiano o comunque in modo tale da</i>	The Customer shall not and undertakes not to perform the following actions, including, without limitation: a) use or cause the Service to be used by third parties against the law, morality, public order and/or in a way that damages the public or private quiet, offends, damages directly or indirectly anybody, including itself, and/or violates, contravenes or causes to contravene directly or indirectly the applicable laws of the Italian Republic or damages or harms in any way

	<i>recare danno o nuocere, in qualsiasi modo e forma, all'immagine di XX.</i>	XX's image.
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As can be seen, the English and Italian clauses accurately list the actions that the customer must not undertake. The lists are all-inclusive, with repetitions and near-synonyms in both languages (e.g., 'break, contravene, infringe or violate' in English and '*violare, contravvenire o far contravvenire in modo diretto o indiretto*' in Italian). Also, the Italian sentence highlights that actions must not be against the law, morality, public order and the public or private quiet ('*contro la legge, la morale, l'ordine pubblico, e/o (...) la quiete pubblica o privata*'). In this regard, the English list is apparently less comprehensive as it only refers to 'any UK or foreign laws or regulations'.

Table 111 below tackles the consequences the customer may face in case of service misuse.

Table 111. Equivalent clauses on customer's service misuse

English	Italian	Back-translation
Any violators of this TOS may have their services cancelled without refund and/or, if deemed appropriate, be legally prosecuted.	<i>Ogni eventuale abuso sarà perseguito a norma di legge.</i>	Any misuse will be prosecuted in accordance with the law.

As can be noticed, 'be legally prosecuted' finds an Italian equivalent in '*perseguito a norma di legge*'.

In the English and Italian ToS, there are also equivalent sentences addressing payment. Table 112 and Appendix 20 report some of them.

Table 112. Equivalent clauses on service payment

No.	English	Italian	Back-translation
1	Payment shall be required in advance at the start of the Contract.	<i>Il pagamento di detto corrispettivo sarà effettuato in un'unica soluzione anticipata.</i>	Payment of the said consideration shall be made in full in advance.

2	Unless otherwise stated in the quotation, payment is due strictly within fourteen days of the date of the invoice.	<i>Il pagamento dovrà essere effettuato entro 10 (dieci) giorni data fattura.</i>	Payment shall be made within 10 (ten) days from the invoice date,
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The first line of Table 112 establishes that payment must be made in advance (*'in anticipo'*, in the Italian sub-corpus). The second line states that payment is to be made within (*'entro'* in the Italian sub-corpus) a certain time after receipt of the invoice or from the 'date of the invoice' (*'data fattura'* in the Italian sub-corpus).

Other equivalent sentences tackle the payment of a deposit by the customer, as indicated in Table 113 below and Appendix 20.

Table 113. Equivalent clauses on the payment of a deposit

English	Italian	Back-translation
An agreed initial deposit will be paid before the commencement of the work.	<i>Egli si impegna a versare, su richiesta scritta o verbale di XX, un deposito cauzionale infruttifero.</i>	He undertakes to pay, upon written or oral request by XX, a non-interest-bearing deposit.

The English and Italian clauses in Table 113 relate to a deposit that the service provider may ask as a form of security payment. In particular, both clauses state that the deposit is required before the services are offered. In Italian, the word *'infruttifero'* refers to the fact that the deposit bears no interest. This modifier finds no equivalents in the English sub-corpus. Appendix 20 also reports a clause explaining that the deposit is returned once the contract is ended. In such a case, administration costs and outstanding payments are deducted from the deposit. In this regard, the expression 'less any administration costs' finds a perfect equivalent in *'al netto di eventuali partite contabili aperte'* (see also Table 79 for other sentences with 'less' and *'al netto di'*).

As could be expected, services are not provided any longer when the contract ends. Table 114 below reports a sentence that refers to the service and contract end.

Table 114. Equivalent clauses on service end and contract expiry

English	Italian	Back-translation
Services will terminate at the end of your contractual period.	<i>Alla scadenza fissata per il servizio prescelto, il presente contratto cesserà la sua efficacia salvo rinnovo.</i>	At the end of the chosen service, this contract shall end its effectiveness unless renewed.

Services may be terminated or suspended for many reasons; for example, in case payment is not made. Table 115 below reports some sentences sourced from both sub-corpora (see Appendix 20 for more examples).

Table 115. Equivalent clauses on service suspension

English	Italian	Back-translation
XX may at its discretion suspend or terminate the supply of any goods and services if the buyer fails to make any payment when due.	<i>XX si riserva la facoltà di sospendere immediatamente l'erogazione del Servizio in caso di insolvenza da parte del Cliente.</i>	XX reserves the right to immediately suspend the provision of the Service in case of Customer's non-payment.

Once services are terminated, the customer's data will not be retrievable. This is explained in the sentence reported in Table 116 below.

Table 116. Equivalent clauses on the non-retrievability of customer's data

English	Italian	Back-translation
Upon termination of the Agreement, for whatever reason, XX may, without further notice to the Customer, irretrievably delete the Customer's data from its systems and any equipment.	<i>Una volta terminato il Contratto o scaduto il Servizio tali dati e/o informazioni e/o contenuti potranno essere non più recuperabili.</i>	Once the contract has terminated or the Service has ended such data and/or information and/or contents may not be retrievable.

As can be seen, the English clause establishes that the company will 'irretrievably delete the customer's data', whereas the Italian admits some possibility, as it states that data *may* not be retrievable ('*informazioni ... potranno essere non più recuperabili*').

4.4 Final remarks

As evidenced in the tables of this chapter, there are many instances where corpus consultation helps find full or near equivalents in contract sentences and clauses. The search and translation processes are not straightforward; words must be carefully analysed in context, and equivalents are often found by reading similar clauses. Nonetheless, once corpus users become acquainted with analysis techniques, the search for translation options is smooth. Also, the consultation of bilingual dictionaries together with reliable, country-targeted Internet sources should integrate corpus analysis. As already discussed, targeted web-searches could encompass queries carried out on websites containing contracts drawn up by country-specific native speakers; legal translators' forums; institutional websites with statutes and the legislation of a particular legal system, as well as country-specific case-law, etc.

Appendix 20 contains a comprehensive list of equivalent clauses divided by subject-matter; it could be used as a quick reference guide for translation students, legal translators and legal practitioners.

4.5 Conclusion

This chapter highlighted how corpus consultation can help dispel doubts and find the best translation options. Both sub-corpora proved to be successful in retrieving near or full equivalents. Sometimes the search for words was simple as the cognates or translation equivalents suggested by bilingual dictionaries were easily found in the sub-corpora. In other circumstances, corpus consultation was intricate as equivalents were morphologically or syntactically very distinct from the source language. Furthermore, differences in the two legal language traditions made the search and retrieval processes hard at times. In these cases, words had to be analysed in context and clause contents needed full understanding. Nonetheless, the purpose of this chapter was to shed light on the manifold ways through which corpus consultation can help find equivalents of lexical phrases (and clauses) even in a difficult field such as the legal one. It is the opinion of the researcher that this purpose was successfully achieved. Furthermore, as the two corpora are 'authentic', i.e., they are composed of authentic material in both languages, it can be claimed that corpus consultation helped retrieve acceptable, reliable and native-like translation options, either from or into English.

The detailed analyses carried out in this chapter were aimed at assessing and proving the reliability and usefulness of the corpora implemented for legal translator training (and translation practice)

purposes. In particular, consulting the two sub-corpora systematically showed that it is possible to rely on corpus analysis to retrieve acceptable and full equivalents in both English and Italian. As already highlighted, however, it is necessary to be acquainted with corpus consultation techniques. These assumptions will be explored and discussed further in the next chapter, dedicated to a translation application with Master's students in Translation Studies.

CHAPTER 5

TRANSLATOR TRAINING: CORPUS-BASED TRANSLATION APPLICATION

This chapter presents a model for corpus-based translator training. To this aim, it describes trial lessons carried out with Master's students in Translation Studies. It explores whether and to what extent the two sub-corpora implemented within this research project may be useful and reliable in translator training. It aims to investigate if they can be consulted effectively by translation students and whether they help deliver acceptable legal translations in either a first or a second language.

5.1 Text to translate from Italian into English (first translation assignment)

Table 117 below reports the first text that the students translated (i.e., an extract of an Italian ToS clause). For reasons of convenience, the text is divided into 10 source phrases (underlined). The clause is also reported in Appendix 5.

Table 117. The first Italian clause

<p>1) <u>Il recesso</u> 2) <u>avrà efficacia</u> 3) <u>entro 30 (trenta) giorni dalla</u> 4) <u>data di ricevimento da parte di</u> <u>XX</u> 5) <u>della predetta comunicazione,</u> 6) <u>legittimando XX</u> 7) <u>a disattivare il Servizio</u> 8) <u>e ad</u> <u>effettuare l'eventuale rimborso</u> 9) <u>del rateo</u> 10) <u>dell'importo pagato.</u></p>

The clause in question addresses the customer's (or user's) right of withdrawal (or termination / cancellation). In particular, it states that the customer may withdraw from the contract within 30 days from the receipt by XX (the company) of a notice. From this moment on, XX will deactivate the service and pay back a proportion of the sum already paid by the customer. The clause contains several instances of sector-based and legal language, such as '*recesso*', '*predetta comunicazione*', '*legittimare XX a*', '*rimborso*' and '*rateo dell'importo*'.

As mentioned, the students translated the clause by consulting their own language resources. Their target terms or phrases related to the first translations into English are reported in Appendix 21, together with their frequencies (i.e., the number and percentage values of the target phrases proposed by the students) and marks. The quality of the students' proposals was assessed via corpus analysis during the first lesson. On that occasion, the researcher also addressed the students' translation shortcomings. The corpus analysis is reported in Appendix 22. The Oneclé and the

LawInsider online contract databases⁸⁷ were also consulted via Google advanced search techniques if the ToS corpora produced no (or not enough) evidence. In this way, it was possible to verify whether the students' translations were frequent and used in contracts and agreements and, hence, acceptable. The targeted web searches are reported in Appendix 23. Appendix 24 lists the marks given to the target phrases proposed by the students.

5.1.1 Analysis of the students' first translation into English

As discussed in the previous chapter, a correct rendering of '*recesso*' is 'termination' or 'withdrawal' (see § 3.6 for more details and Appendix 22 for the related corpus-based translation). Also, the phrase can be translated as 'cancellation' only in English and Welsh consumer contracts (see § 3.6.1). Table 118 below lists the most frequent translations proposed by the students (see Appendix 21 for more translation options).

Table 118. Students' translations of '*il recesso*'

Source text	Translations proposed by students	% of students	S/I/U
<i>1. Il recesso</i>	The withdrawal	63.04%	S
	(The) termination	23.91%	S
	Contract termination	6.52%	S
	The cancellation	2.17%	S/I
	Revocation	2.17%	U

As can be noticed, the majority of the students proposed 'withdrawal' (63%) and '(contract/the) termination' (24% + 7%) (all marked 'S'), whereas others suggested 'revocation' (not pertinent and marked 'U'), or 'cancellation' (which is appropriate only in English and Welsh legal systems and was marked 'S/I') (2% each). The term 'cancellation' was marked 'S/I' as the students had not been informed of the applicable law.

Considering all the translation proposals of '*il recesso*', the rate of the satisfactory translations was 94%, of the unsatisfactory 4% and of the satisfactory/in-need-of improvement 2% (see Appendices 21 and 24 for more details). It can be argued that the students' language resources helped propose correct translation options.

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Onecle: <https://www.onecle.com>; LawInsider: <https://www.lawinsider.com>.

As regards the second source phrase, '*avrà efficacia*' (back-translation: 'will be effective') (referring to '*il recesso*'), corpus evidence presents no instances of 'be effective' collocating with 'termination' or 'withdrawal' (see Appendix 22). If the phrases 'be effective' or 'effect' are searched for in the English sub-corpus, in fact, no sentences or clauses tackling the contract termination or the customer's withdrawal are retrieved. On the other hand, the English sub-corpus presents phrases such as 'this Agreement may/shall be terminated' to address the 'effectiveness' of a contract. Table 119 reports the students' most frequent translations.

Table 119. Students' translations of '*avrà efficacia*'

Source text	Translations proposed by students	% of students	S/I/U
2. <i>avrà efficacia</i>	Will be effective; is effective	32.61%	S
	Shall be effective; shall become effective	21.74%	S
	Will take effect; will have effect	8.70%	S
	Shall take effect	8.70%	S
	Will come into effect	8.70%	I

As can be seen, the students' translations were mostly 'will be effective' or 'is effective' (33%), 'shall be/become effective' (22%), and 'will take/have effect' or 'shall take effect' (9% each). These options were marked 'S', despite the lack of corpus evidence. In order to assess the correctness and/or acceptability of the students' translations, the Onecle and the LawInsider contract databases were consulted. By googling "*termination|withdrawal shall be effective*" *site:.onecle.com*, many hits are, in fact, obtained (see Appendix 23). Therefore, the phrases proposed by the students were considered correct as mentioned in contract databases and related to the subject-matter in question. Different results are, however, obtained if the expression 'will come into effect' (9%) is searched for. Albeit apparently similar to the others, this phrase generates no results in either the English sub-corpus or the Onecle database. It only shows one occurrence in the LawInsider platform (Google search string: "*termination|withdrawal will come into effect*" *site:.lawinsider.com*) (see Appendix 23 for more web-based searches). Therefore, it can be assumed that this expression is not frequent in legal discourse and/or in contracts. For this reason, it was marked 'I'. Finally, some students proposed inappropriate translations, such as 'will be operative', 'will be in place', 'will take legal effect', and 'will have validity' (2% each, see Appendix 21). These target phrases were marked 'U' due to inconsistency with the meaning of the source phrase.

The overall rate of the translations was the following: 72% satisfactory; 19% unsatisfactory and 9% in need of improvements (see Appendices 21 and 24). Apparently, the students' language resources

allowed them to propose many acceptable translations.

The next source phrase is '*entro 30 (trenta) giorni dalla*'. The translation of this phrase is apparently straightforward, as no particular legal or technical terminology is involved. By searching for the expression '*in * days' in the English sub-corpus together with the lemmas 'day' and/or 'date' within a span of 5 words to the left and to the right, it is possible to read the following phrases: 'within 14 days starting from the day after the Customer receives the', and 'within 14 days of the date of issue of' (Appendix 22 reports more results). Table 120 shows information on the students' most frequent renderings.

Table 120. Students' translations of '*entro 30 (trenta) giorni dalla*'

Source text	Translations proposed by students	% of students	S/I/U
3. <i>entro 30 (trenta) giorni dalla</i>	Within 30 (thirty) days from	65.22%	S
	Within 30 days of	10.87%	S
	Within 30 days starting from / following	6.52%	S
	By 30 days from	4.35%	U
	Within a period of 30 days following	2.17%	I
	In 30 days from	2.17%	I

As can be seen, the majority of the students (65%) proposed 'within 30 (thirty) days from', which is also present in the English sub-corpus (see Appendix 22). Some suggested 'within 30 days of' (11%), or 'within 30 days starting from/following' (7%). These translation options were considered acceptable. Other translation solutions, such as 'in 30 days from' and 'within a period of 30 days following' (2% each) needed improvement. These phrases, in fact, are not present in the corpus. Also, as regards the former, by googling "*in * days from * date of receipt" site:.onecle.com*", it can be noticed that this expression actually refers to governmental approvals or premises/housing repairs (the word 'receipt' is written in the search query as the source phrase addresses a '*ricevimento*'). Therefore, although in use, the context of the target phrase is different from the source context. As concerns the latter ('within a period of 30 days following'), by querying "*within a period of * days following * date of receipt" site:.onecle.com*" on Google, only one hit is retrieved (see also Appendix 23 for more information). The expression 'by 30 days from' (4%) was marked unsatisfactory due to grammatical issues. In Appendix 21 it is possible to find more students' translation options.

The percentages of the translations of '*entro 30 (trenta) giorni dalla*' were as follows: 92% 'S'; 4% 'I' and 4% 'U'. Also in this case, the students' habitual language tools (and/or their previous knowledge of the target language) helped them deliver acceptable translations.

The fourth source phrase is '*data di ricevimento da parte di XX*'. The corpus-sourced equivalents are varied, such as 'the date of (XX's) receipt'; '(within ... days) of our receipt / of the receipt of / from receipt of' and many others. These expressions can be found by searching for 'day*|date' with the words 'receipt', 'receive' and 'reception' within a span of 10 words to the right and to the left (see Appendix 22 for more information). The students' most frequent renderings are reported in Table 121 below.

Table 121. Students' renderings of '*data di ricevimento da parte di XX*'

Source text	Translations proposed by students	% of students	S/I/U
<i>4. data di ricevimento da parte di XX</i>	The date of receipt (by XX) of ... (by XX)	34.78%	S
	The date on which XX receives the	19.57%	S
	The reception from XX of; the date of reception of XX	17.39%	U
	The date of delivery (by XX) of ... (by XX)	6.52%	U
	(after) Receiving the ... on behalf of XX	2.17%	I
	Receipt on the part of XX of ...	2.17%	I

Many students proposed 'the date of receipt by XX of' and/or 'the date of receipt of (...) by XX' (35%), both marked 'S'. The query "*the date of receipt by * of*" *site:.onecle.com* or "*the date of receipt of * by*" *site:.onecle.com*, in fact, produces many hits. Some wrote 'the date on which XX receives the' (20%), also marked 'S' because the search for "*the date on which * receives the*" *site:.onecle.com* generates several results. Other students wrote infrequent expressions, such as '(after) receiving the (...) on behalf of XX', or 'receipt on the part of XX of' (2% each). If these phrases are searched for in the Onecle or LawInsider contract databases, very few hits are obtained (search strings: "*after receiving * on behalf of*" *site:.lawinsider.com* or "*receipt on the part of * of*" *site:.onecle.com*) (see Appendix 23). For this reason, these translations were marked 'I'. Almost 18% proposed 'the reception from XX of' and 'the date of reception of XX'. These translations were marked 'U' due to grammatical mistakes. Finally, the translation option 'the date of delivery (by XX)

of (7%) presents lexical issues and was marked 'U'. In this case, 'delivery' is incorrect as its legal meaning is different from '*ricevimento*'⁸⁸.

The percentages of the translations of '*data di ricevimento da parte di XX*' were the following: 65% 'S', 26% 'U', and 9% 'I'. In this case, the rate of unacceptable translations was mainly due to wrong prepositions (i.e., colligations) or wrong lexical choices (e.g., confusing 'receipt' with 'delivery') (see Appendix 21 for more insights into the students' proposed translations).

The next phrase to address is '*della predetta comunicazione*'. The corpus does not provide equivalents of '*predetta*' in similar contexts. Corpus evidence, in fact, only shows 'of such notice', 'of this notification' and 'of such communication'. Finding these expressions is possible by searching for the words 'notice', 'notification' and 'communication' in the corpus and by reading the words preceding them (see Appendix 22 for more details on the SE searches). Table 122 reports the students' most frequent proposals.

Table 122. Students' renderings of '*della predetta comunicazione*'

Source text	Translations proposed by students	% of students	S/I/U
5. <i>della predetta comunicazione</i>	Of the aforementioned / above-mentioned / aforesaid communication	54.35%	S
	Of the abovementioned / aforementioned notification	15.22%	S
	Of the aforementioned notice	10.87%	S
	Of this / that notice	4.35%	U
	The foretold communication	2.17%	U
	The present notice	2.17%	U

As can be seen, many students proposed correct translations, such as 'of the aforementioned / above-mentioned / aforesaid communication' (54%); 'of the abovementioned / aforementioned notification' (15%), and 'of the aforementioned notice' (11%). These target phrases were marked 'S'. Although not present in the corpus, web searches reveal their high frequencies in contract databases

⁸⁸

Legal language distinguishes between 'delivering' (e.g., a notice) and 'receiving' it. Delivery does not necessarily entail receipt by the other party. In the English corpus, for instance, there is a clear distinction between the two terms, which is clarified in a 'Notices' clause as follows: 'Notices if delivered by hand shall be treated as received when delivered, if sent by first class post 48 hours after posting'.

(search query samples: *"the above-mentioned communication" site:lawinsider.com* and *"the aforementioned notice" site:onecle.com*). Some students wrote 'of this / that notice' (4%), or 'the present notice' (2%). These translations were considered unsatisfactory due to cohesion issues ('this / that' and 'the present' do not express the same meaning as 'above-mentioned' and the like). The formula 'the foretold communication' (2%) was also marked 'U' because it is not in use (by googling *"the foretold communication" site:onecle.com*, no hits are found) (see Appendix 21 for more students' translation options and Appendix 23 for information on the web searches carried out to assess them).

The percentages of the translations of *'della predetta comunicazione'* were the following: 87% 'S' and 13% 'U' (see Appendices 21 and 24).

The sixth source phrase is *'legittimando XX'*. Corpus evidence shows no concordances of the lemma 'legitimise' in contexts similar to the source phrase *'legittimando XX a disattivare il servizio'*. On the contrary, it presents many hits with the lemmas 'entitle' (as in the phrase 'XX shall be entitled to'), and 'right' (as in 'XX shall have the right' or 'XX reserves the right') collocating with 'service(s)' (see Appendix 22 for more details on the SE searches and results). Table 123 reports the students' most recurrent renderings.

Table 123. Students' renderings of *'legittimando XX'*

Source text	Translations proposed by students	% of students	S/I/U
6. <i>legittimando XX</i>	Thus / thereby legitimising XX; which shall legitimate XX; so that to legitimate XX; will be legitimated to	71.74%	U
	XX shall be entitled; entitling XX	13.04%	S
	Giving XX the authority to; authorizing XX to	4.35%	U

As can be seen, the majority of the students (72%) proposed literal translations, such as 'legitimising XX', 'which shall legitimate XX', and 'so that to legitimate XX'. All these translations were marked 'U'. If the phrases *"legitimise|legitimize * to * the service" site:onecle.com* and *"legitimize|legitimise * to" site:onecle.com* are googled, no hits are retrieved. The same occurs if the phrases are searched for in the LawInsider.com domain. The lemmas 'legitimise' (or 'legitimize') and 'legitimate', in fact, tend to collocate with words such as 'reason' (as in the phrase 'legitimate

reason', which is present in the corpus), or 'right' (as in the phrase 'legitimate right', found in the LawInsider database). Therefore, the students' proposed translations contained lexical inaccuracies. Satisfactory renderings were 'XX shall be entitled to' (13%), whereas unsatisfactory translations were 'giving XX the authority to' or 'authorizing XX to' (4% overall), since no power or authority is basically granted (see Appendix 21 for more target phrases and for the related marks).

The percentages of the translations of '*legittimando XX*' were as follows: 20% 'S', 76% 'U' and 4% 'I' (see also Appendix 24). In this case, the students' language resources did not seem particularly useful.

As concerns the seventh source phrase, '*a disattivare il Servizio*', both the English sub-corpus and online contract databases do not mention the lemma 'deactivate' referring to 'service(s)'. If the lemma 'service' is searched for in the English sub-corpus together with the lemmas 'cancel', 'disable', 'terminate', 'interrupt' and 'deactivate', for instance, the verbs 'cancel' and 'terminate' mostly come to the fore. There are no instances of 'deactivate' (see also § 4.1.2 on the collocations of the services offered). According to corpus evidence, it appears that a website or an account can be 'deactivated', but not a service. Surprisingly, the English sub-corpus generates concordances with the lemmas 'activate' and 'reactivate' collocating with 'service(s)' (see Appendix 22 for more corpus insights). The students' most frequent renderings are reported in Table 124.

Table 124. Students' translations of '*a disattivare il Servizio*'

Source text	Translations proposed by students	% of students	S/I/U
7. <i>a disattivare il Servizio</i>	To deactivate / deactivating the service; the deactivation of the service	52.17%	I
	To cancel the service	19.57%	S
	To disable the service	17.39%	S

As can be seen, the source phrase was rendered literally by the majority of the students (52%), who proposed 'to deactivate the service' and 'the deactivation of the service'. These translation proposals were marked 'I' for the reasons stated above and in light of web-targeted searches. If the strings "*deactivate|interrupt|suspend|terminate * service|services" site:.onecle.com*" and "*deactivate|interrupt|suspend|terminate * service|services" site:.lawinsider.com*" are googled, no instances of 'deactivate a/the service(s)' are found (see Appendix 23). As the sense of the target phrases was somehow conveyed, the students' translations were considered only partly inaccurate; hence, they were marked 'I'. Satisfactory renderings were phrases such as 'cancel the service' (20%)

and 'disable the service' (17%), as well as 'terminate', 'disconnect' and 'interrupt the service' (2% each, see Appendix 21). Unsatisfactory translations were phrases such as 'to deactivate the service' due to wrong spelling (4%, see Appendix 21).

The percentages of the translations of '*a disattivare il Servizio*' were as follows: 44% 'S', 52% 'I' and 4% 'U' (see Appendix 24).

The next phrase, '*e ad effettuare l'eventuale rimborso*' contains the challenging words '*eventuale*' and '*rimborso*'. These terms could be difficult to translate because '*eventuale*' (back-translation: 'any' or 'possible') may not be rendered literally in a legal context. Also, '*rimborso*' has two possible translations in English: 'reimburse' and 'refund', whose meanings and usages are different. The English sub-corpus presents instances of 'refund' in phrases such as 'offer / provide / entitle you to a (full) refund' and 'refunds will be issued' (see Appendix 22). Table 125 shows some translation proposals.

Table 125. Students' renderings of '*e ad effettuare l'eventuale rimborso*'

Source text	Translations proposed by students	% of students	S/I/U
8. <i>e ad effettuare l'eventuale rimborso</i>	And to make / issue / pay any refund	21.74%	S
	To proceed with / make / ask for the eventual refund / and eventually refund	13.04%	U
	To make / issue a potential refund; and potentially refund	10.87%	I
	And make any reimbursement; make the possible reimbursement; and reimburse	10.87%	U
	Offer / provide / entitle you to a (full) refund	8.70%	S
	Implement any possible refund	8.70%	U

The target phrases 'and to make / issue / pay any refund' (22%) were considered correct, whereas phrases such as 'make the eventual refund' or 'to eventually refund' (13%) were considered unsatisfactory due to the false cognate 'eventual(ly)'. Phrases such as 'make / issue a potential refund' (11%) was marked 'I', because 'potential' is not frequently used in legal discourse. If the strings "*eventual|potential|possible refund*" [site:onecle.com](http://site.onecle.com) and "*eventual|potential|possible*

refund" site:.lawinsider.com are googled, there are many hits with 'possible refund' but much fewer with 'potential refund'. Also, the search string "*to * a potential refund" site:.lawinsider.com* generates only 1 hit (see Appendix 23). Target phrases with the lemma 'reimburse' were considered unsatisfactory (11%) due to lexical issues (see § 3.8.2, Table 20), as well as expressions such as 'implement a refund' (9%).

The rates of the translations were as follows: 35% 'S', 54% 'U' and 11% 'I'. Apparently, the students' language resources had not been particularly helpful.

The translation of '*rateo*' posed some challenges. In order to find acceptable equivalents, it is possible to read again the results of the previous search. If the lemma 'refund' is looked for in the corpus, many concordances with 'refund any pro rata payments', 'any proportion of the fees incurred' and other similar expressions come to the fore (see Appendix 22). Hence, the term 'pro rata payment' can be an equivalent of '*rateo*', as also discussed in Chapter 4 (see § 4.1.2.1, Table 41). Table 126 shows the students' most frequent translations.

Table 126. Students' renderings of '*del rateo*'

Source text	Translations proposed by students	% of students	S/I/U
9. <i>del rateo</i>	Of the / any accrual	32.61%	U
	Omission	30.43%	U
	Of the instalment	28.26%	U
	Of the rate	4.35%	U

Many of the students' translations were unsatisfactory because of incorrect lexical choices, as in the phrase 'the/any accrual' (33%). The lemma 'accrue', in fact, collocates with 'interest' and 'rights', as shown in the corpus in phrases such as 'interest shall accrue on a daily basis' (see Appendix 22). In addition, if the strings "*the accrual of the payment" site:.onecle.com* or "*the accrual of the sum|amount paid" site:.onecle.com* are googled, no hits are retrieved (see Appendix 23). Some students omitted the translation of '*rateo*' (30%). This was considered unacceptable, as refunds are given as a proportion of the amount paid, according to the source text. Others wrote 'instalment' (28%) or 'rate' (4%), which were also marked 'U' as their meaning is different from the source text (Appendix 21 shows further translation options).

The percentages of the translations of '*del rateo*' were as follows: 98% 'U' and 2% 'S'. Also in this case, the students' habitual language tools had not been particularly resourceful or accurate.

The phrase which ends the Italian clause is '*dell'importo pagato*'. The English sub-corpus suggests 'of the prices paid' or 'of the fees paid' (see Appendix 22). These expressions are found by searching for 'of the * paid' or 'of the' collocating with the lemma 'pay' within a span of 5 words to the right. Table 127 lists the students' most frequent renderings.

Table 127. Students' renderings of '*dell'importo pagato*'

Source text	Translations proposed by students	% of students	S/I/U
<i>10. dell'importo pagato.</i>	Of the amount paid / paid amount	78.26%	S
	Of the paid sum	6.52%	I
	Of the accrued amount paid	4.35%	I

Many students proposed 'of the amount paid' or 'of the paid amount' (78%), which were marked 'S'. If the phrase "*of the amount paid*" *site:onecle.com* is googled, in fact, many hits are obtained. On the other hand, the expression 'of the paid sum' generates no hits in the Onecle database and only one in the LawInsider. For this reason, it was marked 'I'. Unacceptable renderings were 'of the paid payment's amount' (2%) due to grammatical issues, and 'of the payment done before' (2%) due to cohesion ('before') and collocational ('payment done') mistakes (see Appendix 21).

The rates of the last translations were as follows: 83% 'S', 11% 'I', and 6% 'U'.

5.1.2 Corpus-based translation (Italian>English) of the first clause

In light of the corpus analysis carried out (and shown in Appendix 22), possible translations of the Italian clause are shown in Table 128 below, which also includes the source text for reasons of completeness. The text is divided into sections to enhance the comprehension of the various translation options.

Table 128. Source text and corpus-based translation(s) of the first clause

Source text	Corpus-based translation(s)
<i>Il recesso avrà efficacia entro 30 (trenta) giorni dalla data di ricevimento da parte di XX della predetta comunicazione,</i>	This Agreement may be terminated within 30 (thirty) days... -upon written notice to the other. -from the date of receipt of such notice. -of (XX's) receipt of such / this notification.

<i>legittimando XX</i>	Thereafter XX shall have the right... XX reserves the right... Thereafter XX shall be entitled...
<i>a disattivare il Servizio</i>	-to cancel... -to terminate... -to interrupt... -to suspend... ...the Service...
<i>e ad effettuare l'eventuale rimborso del rateo dell'importo pagato.</i>	-and refund any pro rated payments. -and refund the fees paid on a pro rata basis. -and refund any proportion of the fees incurred. -and shall refund the / any pro-rata portion of the pre-paid fees.

The corpus-based translations of the Italian clause are also reported at the end of Appendix 22.

5.1.3 Overall marks of the students' first translation into English

Given the considerations made in the sections above, Table 129 below lists the overall marks of the students' proposed translations (see also Appendix 24):

Table 129. Overall marks of the students' first translation into English

Marks	Overall number of phrases proposed by the students	% (out of 87)
S	36	41.38%
S/I	1	1.15%
I	11	12.64%
U	39	44.83%
<i>Total phrases / translations</i>	87	

The table above considers all the different phrases proposed by the students to translate the first Italian clause (Table 117 or Table 128). Overall, they suggested 87 different phrases or expressions to translate the 10 source phrases of the first clause (see Appendix 21 for the various translation options). Amongst the 87 target phrases, 36 (41%) were satisfactory; 39 (45%) unsatisfactory; 11 (13%) needed improvements and 1 (1%) was satisfactory in some legal systems, but needed

improvements in others (see also Appendix 24).

5.1.4 Discussion

On the basis of the students' proposed renderings and of the results obtained by consulting the corpora and online contract databases, it can be argued that the students' translations presented some shortcomings which revolved around lexis, collocations, cohesion, and grammar. Lexical inaccuracies were due to word choices such as 'delivery' instead of 'receipt' to translate '*ricevimento*'; 'reimbursement' instead of 'refund' to translate '*rimborsare*', 'revocation' instead of 'termination/withdrawal' to render '*recesso*', or 'contingent/eventual' instead of 'possible' to translate '*eventuale*'. Lexical/collocational issues were noticed in the phrase 'legitimising XX' to translate '*legittimando XX*', as the lemma 'legitimate' mostly collocates with 'interest' or 'right'; 'any accrual' to render '*del rateo*', since the lemma 'accrue' generally collocates with 'interest' or 'rights', or in the verb phrase 'deactivate the service' to translate '*disattivare il servizio*', as 'service' collocates with 'cancel', 'terminate', or 'interrupt'. Cohesion issues were present in phrases such as 'this/the communication' or 'this/that notice' to translate '*la predetta comunicazione*', and in 'the payment done before' to translate '*dell'importo pagato*' (the target phrase also contains collocational inaccuracies, as 'payment' does not collocate with 'do'). Finally, grammatical shortcomings were found in phrases such as 'XX's receival', 'the date of reception of XX', 'by 30 days from', and 'of the paid payment's amount'.

5.2 Text to translate from English into Italian (first translation assignment)

Table 130 below reports the second clause of the first translation assignment. The students translated this clause from English into Italian before participating in the first lesson. The clause is divided into 10 source phrases (underlined) and it is also reported in Appendix 5.

Table 130. The first English clause

1) <u>XX shall be entitled to</u> 2) <u>charge interest</u> 3) <u>in respect of late payment</u> 4) <u>of any sum due</u> 5) <u>under this Agreement</u> , 6) <u>which shall accrue</u> 7) <u>from the date when payment becomes due</u> 8) <u>until the date of payment</u> 9) <u>at a rate of 8% per annum above the base rate of the Bank of England</u> 10) <u>from time to time in force.</u>
--

The clause above addresses the company's right to demand the payment of interests in case of late

payment by the customer. It sets the rate of the default interest and the period of time during which it is applied. It contains instances of sector-specific language, such as 'shall be entitled to'; 'any sum due under this Agreement'; 'shall accrue from'; 'payment becomes due'; 'above the base rate of' and 'from time to time in force'.

The students translated the clause by using their habitual language tools (see Appendix 9). The students' proposed translations are reported in Appendix 25, which also shows the marks given to each target phrase. The students' translations were evaluated on the basis of corpus evidence (reported in Appendix 26) and targeted web searches (Appendix 27). As regards the latter, the .gov.it (Italian government) and the .cnel.it domains were queried via google advanced search techniques. The .gov.it domain offers samples of reliable (legal) language as it comprehends Italian public institutions' websites. If this domain did not produce enough or consistent results, the CNEL (*Consiglio Nazionale dell'Economia e del Lavoro*, National Council for the Economy and Labour) domain was consulted. The CNEL website contains a database of national collective bargaining contracts, which could be helpful when exploring generic legal phrases or formulae. At present, it is the only Italian contract database available. Alternatively, the more general .it domain was consulted. All the Italian *Regioni's* domains, for example, end in .it (not .gov.it). In this way, it was possible to explore whether the students' translations were frequent and used in *ad hoc* websites. Finally, Appendix 28 summarises the marks given to the target phrases proposed.

5.2.1 Analysis of the students' first translation into Italian

The first phrase of the English clause is 'XX shall be entitled to'. The Italian sub-corpus suggests 'XX avrà diritto a' (back-translation: 'XX will have the right to') and 'XX si riserva il diritto di' (back-translation: 'XX reserves the right to'). These phrases are obtained by searching for a translation of 'entitled' in a dictionary and then for 'diritto' in the corpus, given that the equivalent of 'be entitled' is 'avere diritto'⁸⁹ (see Appendix 26 for the related corpus searches). The students' most frequent translations are reported in Table 131 below.

Table 131. Students' renderings of 'XX shall be entitled to'

Source text	Translations proposed by students	% of students	S/I/U
1. XX shall be entitled to	<i>XX ha (il) diritto di</i>	63.04%	S
	<i>XX avrà diritto a</i>	19.57%	S

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See <https://dizionari.repubblica.it/Inglese-Italiano/E/toentitle.html>.

	<i>XX sarà / è autorizzato a</i>	6.52%	I
	<i>XX deve essere / sarà legittimato a</i>	4.35%	U

As can be seen, some students proposed translations in line with corpus evidence (i.e., '*XX avrà diritto a*', 20%). The majority (63%) used a present tense in the target phrase ('*XX ha (il) diritto di*'), which was also marked 'S'. An equivalent phrase which needed improvements was '*XX sarà / è autorizzato a*' (back-translation: '*XX is / will be authorised to*') (6%), as the source verb 'entitle' grants a right but does not give any authorisation. Wrong translations were '*XX deve essere / sarà legittimato a*' (4%) (back-translation: '*XX shall be legitimated to*'), as the lemma '*legittimare*' does not collocate with '*interesse (di mora)*' (back-translation: '*default interest*'), which is mentioned in the second source phrase. If the following string is googled, in fact, "*legittimato|legittimare *interessi di mora" site:.gov.it*", no results are obtained (see Appendix 27 for web-targeted searches). Also, '*XX avrà a carico*' (back-translation: '*XX shall be obliged to*') and '*XX sarà tenuto a*' (back-translation: '*XX must/has to*') (2% each) were unsatisfactory as these expressions have different meanings from the source phrases (see Appendix 25).

The percentages of the students' target phrases were the following: 85% 'S', 9% 'U' and 6% 'I' (see Appendix 28). It is apparent that the students' language resources helped them propose satisfactory translation options.

The next source phrase is 'charge interest'. The expression 'charge interest' can be translated in many ways according to the Italian sub-corpus, such as '*mettere / costituire in mora*' (back-translation: '*to put in default*'), '*versare interessi di mora*' (back-translation: '*to pay default interest*'), '*saranno dovuti gli interessi di mora*' (back-translation: '*default interest will be due*'), or '*decorreranno a carico del cliente interessi moratori*' (back-translation: '*default interests will be charged to customer*') (see Appendix 26 for more details). These phrases are found by searching for the lemmas '*interesse*' or '*mora*' (search string: '*interest*|mora**') together with verbs such as '*pagare*' ('pay') or '*addebitare*' ('charge') (see also the results obtained in Chapter 4: § 4.2.3, Table 87). The students' most frequent translations are shown in Table 132 below.

Table 132. Students' renderings of 'charge interest'

Source text	Translations proposed by students	% of students	S/I/U
2. charge interest	<i>Addebitare / addebitamento di interessi / un interesse</i>	56.52%	I
	<i>Addebitare interessi di mora</i>	10.87%	S

	<i>Applicare interessi di mora</i>	6.52%	S
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Many students proposed '*addebitare gli interessi*', which is a literal translation of the source phrase (57%). This option was marked 'I' because the target phrase is incomplete. As already discussed in the previous chapter (see § 4.2.2, Table 84), interests on late payments are always referred to as '*interessi di mora*' or '*interessi moratori*' in Italian (back-translation: 'default interests'). The prepositional phrase '*di mora*' or the modifier '*moratori*' are, hence, necessary. If the string "*ritardato pagamento * interesse*" *site:.gov.it* is googled, in fact, results show the modifiers '*moratorio*', '*di mora*', or '*legale*' after '*interesse*'. Some students rightly proposed '*addebitare interessi di mora*' (11%) (back-translation: 'to charge default interests') or '*applicare interessi di mora*' (7%) (back-translation: 'to apply default interests'). If the search strings "*addebitare interessi di mora*" *site:.gov.it* and "*applicare * interessi di mora*" *site:.gov.it* are googled, many hits are obtained (see Appendix 27). Unacceptable translations were phrases such as '*imporre una penale*' (back-translation: 'claim / demand a penalty'), as interests are not penalties (2%), as well as '*pagare gli interessi*' (back-translation: 'to pay interests') and '*una corresponsione degli interessi moratori*' (back-translation: 'payment of default interests') (2% each), as interests must be paid by the customer, not the company (see Appendix 25 for more translation proposals).

The percentages of the students' target phrases were the following: 24% 'S', 65% 'I', and 11% 'U'. As can be seen, in this case the students' language resources had not been particularly helpful.

The third source phrase is 'in respect of late payment', which can be rendered as '*in caso di ritardato pagamento*', or '*in caso di ritardo nel pagamento*' (back-translation of both: 'in case of late / delayed payment'), as suggested by the Italian corpus. Finding these equivalents is possible by querying the lemma '*ritardo*' (search strings: '*ritard**' and '**tard**') (see Appendix 26 for more search options and results). The students' most frequent translations are shown in Table 133 below.

Table 133. Students' renderings of 'in respect of late payment'

Source text	Translations proposed by students	% of students	S/I/U
3. in respect of late payment	<i>Nel caso in cui ci fossero ritardi nel pagamento</i>	26.09%	S
	<i>Sui / in rapporto a / in merito a / in caso di / in relazione a pagamenti tardivi / un pagamento tardivo</i>	23.91%	S
	<i>In caso di ritardato pagamento</i>	13.04%	S

	Omission	21.74%	U
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Many students proposed correct translations, such as '*nel caso in cui ci fossero ritardi nel pagamento*' (back-translation: 'in the event of delayed payments') (26%), or '*in relazione a pagamenti tardivi*' (back-translation: 'in relation to late payments') (24%). The search phrase "*pagamento tardivo*" "*interessi * mora|moratori*" *site:.gov.it*, for instance, generates many hits. Almost 22% of the students omitted the translation of this phrase, which was considered unacceptable as it was important to mention the circumstances where default interest are charged. Translations that needed improvements were phrases such as '*nel rispetto di un tardato pagamento*' (back-translation: 'in respect of a lated [*sic.*] payment') (2%) (see Appendix 25). If the strings "*un tardato pagamento*" *site:.gov.it* and "*nel rispetto di un tardato pagamento*" *site:.it* are googled, the results show the word '*tardivo*' or '*ritardato*', not '*tardato*'. Therefore, there is a lexical issue in the target phrase.

The students' translations of 'in respect of late payment' were generally satisfactory, with percentages such as 74% 'S', 24% 'U' and 2% 'I'.

As regards the prepositional phrase 'of any sum due', the Italian sub-corpus shows instances of '*di qualunque somma dovuta*' (back-translation: 'of any due amount'); '*qualunque importo*' (back-translation: 'any amount'); '*eventuale importo*' (back-translation: 'any amount'); '*importo pattuito*' (back-translation: 'agreed amount'), or '*importo dovuto*' (back-translation: 'due amount'). Finding these equivalents is possible by searching for the lemmas '*importo*' and '*somma*' (corpus search query: '*import*|somm**') together with any verb or adjective in the first right position (see Appendix 26 for further details). Table 134 shows some of the students' proposed translations.

Table 134. Students' renderings of 'of any sum due'

Source text	Translations proposed by students	% of students	S/I/U
4. of any sum due	<i>Per / di qualsiasi somma dovuta</i>	54.35%	S
	<i>Della somma (di denaro)</i>	15.22%	I
	<i>Per ogni / una somma dovuta</i>	8.70%	I
	<i>Di qualsiasi somma sottoscritta / inclusa</i>	6.52%	U

The students' rendering of 'of any sum due' was mostly '*per / di qualsiasi somma dovuta*' (back-translation: 'for / of any amount due') (54%), which was considered correct. Some students proposed '*della somma di denaro*' (back-translation: 'of the amount of money') (15%), which was

marked 'I' due to cohesion issues (i.e., there are no references to the amount of money that is due). The expressions '*per ogni somma dovuta*' and '*per una somma dovuta*' (back-translation: 'for any / an amount due') (9%) are infrequent in sector-based language. For this reason, they were marked 'I'. The search strings "*per ogni|una somma dovuta*" *site:.gov.it* and "*per ogni|una somma dovuta*" *site:.cnel.it*, in fact, generate no related hits. There are results with '*su ogni somma*' (back-translation: 'on any amount') and '*pagare la somma dovuta*' (back-translation: 'to pay the amount due'), but none with '*per ogni somma dovuta*' or '*per una somma dovuta*' (see Appendix 27). Also, the search query "*interesse|interessi * per ogni|una somma dovuta*" *site:.it* produces only one hit. Unsatisfactory translation options were phrases such as '*di qualsiasi somma sottoscritta / inclusa*' (back-translations: 'of any underwritten / included amount') (6%), as the target words '*sottoscritta*' and '*inclusa*' are wrong translations.

The rates of the translations of 'of any sum due' were as follows: 70% 'S', 24% 'I' and 6% 'U' (see also Appendix 28).

As regards the fifth source phrase, according to the Italian sub-corpus equivalents of the expression 'under this Agreement' are '*in forza / in virtù del presente contratto*' and '*ai sensi del contratto*' (see Appendix 26 for the corpus search queries and the related results). Table 135 reports the most frequent translations proposed by the students.

Table 135. Students' renderings of 'under this Agreement'

Source text	Translations proposed by students	% of students	S/I/U
5. under this Agreement	<i>Ai sensi del presente accordo</i>	47.83%	S
	<i>Ai sensi di / secondo questo contratto</i>	17.39%	I
	<i>Ai sensi del presente contratto</i>	8.70%	S
	<i>Stabilita / prevista da questo accordo</i>	4.35%	I
	<i>Come previsto dal contratto</i>	4.35%	S
	<i>In virtù di detto accordo</i>	4.35%	U

As can be seen, many students translated the source phrase literally, such as '*ai sensi del presente accordo*' (48%). Alternatively, they mentioned '*contratto*' instead of '*accordo*', as in '*ai sensi del presente contratto*' (9%) or '*come previsto dal contratto*' (4%). All these options were considered satisfactory. For example, by googling "*ai sensi del presente accordo*" *site:.gov.it* and "*ai sensi del presente contratto*" *site:.gov.it*, many hits are obtained. Partially correct translations were the following: '*ai sensi di / secondo questo contratto*' (back-translation: 'according to this contract')

(17%) and *'stabilita / prevista da questo accordo'* (back-translation: 'established by this agreement') (4%). In these phrases, the use of the determiner *'questo'* ('this') is partly inaccurate. Although it might seem correct as it is a literal translation of 'this', the Italian determiner *'questo'* is not particularly frequent in legal discourse, as the expression *'il / la presente'* (back-translation: 'the present') is preferred. If the search strings *"ai sensi di questo contratto" site:.gov.it* and *"secondo questo contratto" site:.gov.it* are googled, in fact, only one hit is obtained in each case, whereas the CNEL domain generates no results. If the .it domain is queried and the search string *"secondo questo contratto" site:.it* is searched for, unrelated contexts are obtained, where the phrase *'secondo questo contratto'* actually means 'by interpreting this contract'. For these reasons, the above target phrases were marked 'T' (see also Appendix 27). Finally, unsatisfactory translations were phrases such as *'in virtù di detto accordo'* (back-translation: 'by virtue of the said agreement') (4%) and *'il suddetto accordo'* ('the said agreement') (2%) due to cohesion issues. Appendix 25 contains more examples.

The percentages of the students' translations were as follows: 67% 'S', 24% 'T' and 9% 'U'.

The relative clause 'which shall accrue' refers to interests on late payments. The Italian sub-corpus suggests *'(che) saranno calcolati'* (back-translation: 'which will be calculated') and *'(che) decorrono a carico del cliente'* (back-translation: 'which accrue at the customer's expense'). Finding these phrases is possible by searching for a translation of 'accrue' in a dictionary, then by looking for the proposed equivalents (i.e., *'decorrere'* and *'calcolare'*) in the corpus, together with *'interesse'* within a span of 15 words to the right and to the left (see Appendix 26). Table 136 shows the students' most frequent translations.

Table 136. Students' renderings of 'which shall accrue'

Source text	Translations proposed by students	% of students	S/I/U
6. which shall accrue	<i>Che / i quali matureranno / che maturerà</i>	65.22%	S
	<i>Che decorrono / avrà decorrenza da</i>	17.39%	S
	<i>Che si accumulerà</i>	6.52%	U
	<i>La quale aumenta / aumenterà il proprio importo</i>	4.35%	U
	<i>Che verrà maturato</i>	2.17%	I

The majority of the students (65%) proposed literal but satisfactory translations, such as *'i quali matureranno / che maturerà'*. If the search string *"interessi * mora|moratori|legali **

matureranno|maturano" site:.gov.it is googled, many results are obtained. Others (17%) wrote '*che decorrono da*' (back-translation: 'starting from'), which was considered appropriate as in line with corpus evidence. A partially correct translation was the phrase '*che verrà maturato*' (2%) (back-translation: 'that will be accrued'), as the use of the passive voice is redundant and infrequent in this case (the string "*interesse * che verrà maturato" site:.gov.it* generates no hits, whereas it generates only one hit in the .it domain). Unsatisfactory renderings were the following: '*che si accumulerà*' (7%) (back-translation: 'which will accumulate'), due to a wrong lexical choice of the verb '*accumulare*', and '*la quale aumenta / aumenterà il proprio importo*' (4%) (back-translation: 'which will raise / raises its amount'), as this expression has a different meaning from the one intended by the source phrase.

The rates of the students' translations were the following: 85% 'S', 13% 'U' and 2% 'I' (see Appendix 28).

The seventh source phrase is 'from the date when payment becomes due', which refers to the date when interests are charged. The prepositional phrase can be rendered as '*dal giorno del primo insoluto*' (back-translation: 'from the day of the first non-payment'), or '*dalla data in cui il pagamento doveva essere effettuato*' (back-translation: 'from the date when payment should have been made') according to corpus evidence. Obtaining these target phrases is possible by searching for '*dalla data*', which is a literal translation of 'from the date', together with '*pagamento*' (back-translation: 'payment'), or by querying '*dal giorno*' (back-translation: 'from the day') (see Appendix 26 for more corpus searches and results). Table 137 lists some of the students' translations.

Table 137. Students' renderings of 'from the date when payment becomes due'

Source text	Translations proposed by students	% of students	S/I/U
7. from the date when payment becomes due	<i>Dalla data / dal momento in cui il pagamento diventa esigibile</i>	34.78%	I
	<i>Dalla data / a partire dal giorno di scadenza del pagamento</i>	30.43%	S
	<i>A partire dalla data in cui il pagamento diventa dovuto</i>	19.57%	I
	<i>Dalla data ultima di pagamento</i>	2.17%	U

Many students (35%) proposed a literal translation which was not considered completely acceptable, i.e., '*dalla data / dal momento in cui il pagamento diventa esigibile*' (35%) (back-

translation: 'from the date / moment when payment becomes receivable / collectable'). If the strings "*interessi * mora|moratori|legali*" "*pagamento * esigibile*" *site:.gov.it* or "*interessi * mora|moratori|legali*" "*pagamento * esigibile*" *site:.it* are googled, unrelated hits are obtained. The string "*interessi * mora|moratori|legali*" "*pagamento * esigibile*" *site:.cnel.it* generates no results. Hence, it can be inferred that the phrase '*pagamento esigibile*' does not collocate with '*interesse di mora*'. If the lemma '*esigibile*' is searched for in the Italian sub-corpus (search query: '*esigib**'), in fact, only the following phrase is retrieved: '*l'esigibilità immediata di tutte le somme ancora dovute*' (back-translation: 'the immediate collectability of all the amounts still due') (see Appendix 26). Another translation which needed improvement was the phrase '*a partire dalla data in cui il pagamento diventa dovuto*' (20%) (back-translation: 'from the date when payment becomes due'). If the string "*pagamento * dovuto*" *site:.gov.it* is googled, results show that the phrase '*pagamento è / diventa dovuto*' is not in use. There are, in fact, results with '*pagamento del dovuto*' or '*pagamento dell'importo dovuto*' (back-translation of both: 'payment of the amount due') (see also Appendix 27). Unacceptable translations were the following: '*dalla data ultima di pagamento*' (back-translation: 'from the last day of payment'), because the source text has a different meaning; '*dal momento in cui il pagamento diventa debito*' (back-translation: 'from the moment when payment becomes a debt'), because this phrase does not make any sense (2% each).

The percentages of the students' target phrases were the following: 61% 'I', 30% 'S' and 9% 'U'. As can be seen, many translation proposals needed improvements (see also Appendix 28).

The adverbial phrase 'until the date of payment' establishes the time limit for the calculation of the interest on late payments. The Italian sub-corpus suggests '*fino al pervenimento di idoneo pagamento*' (back-translation: 'until reception of suitable payment') and '*(fino al pervenimento di) effettivo pagamento*' (back-translation: 'until reception of actual payment'). As can be seen, the Italian expressions tend to be more articulate than the English, as modifiers such as '*idoneo*' or '*effettivo*' are added. This was also noticed in Chapter 4 (see § 4.2.4, Table 97), where '*corretto e puntuale ricevimento*' (back-translation: 'correct and punctual receipt') is the Italian equivalent of (simply) 'receipt'. Table 138 below reports the students' most frequent translations.

Table 138. Students' renderings of 'until the date of payment'

Source text	Translations proposed by students	% of students	S/I/U
8. until the date of payment	<i>Fino alla data del pagamento</i>	56.52%	I
	<i>Fino alla data dell'effettivo pagamento</i>	15.22%	S

	<i>Fino al giorno / alla data del pagamento stesso</i>	8.70%	S
	Omission	6.52%	U
	<i>Fino al suo estinguimento</i>	2.17%	U

As can be seen, the majority of the students (57%) proposed partially correct translations, such as '*fino alla data del pagamento*' (back-translation: 'until the date of payment'). This phrase is incomplete as it does not specify that payment must be suitable or 'actual', as the Italian corpus shows (see Appendix 26). For this reason, this translation option was marked 'I'. Some students proposed '*fino alla data del pagamento stesso*' (9%), which was considered acceptable in view of the results obtained by google searches (search string: "*interessi|interesse di mora*" "*data * pagamento stesso*" *site:.gov.it*) (see also Appendix 27). Others wrote '*fino al suo estinguimento*' (back-translation: 'until its extinguishment / settlement'), which was marked 'U'. The word '*estinguimento*', in fact, is infrequent and archaic (it dates back to 1588)⁹⁰ and the more modern '*estinzione*' is nowadays preferred. Even so, if the search string "*estinzione * pagamento*" *site:.it* is googled, it is clear that '*estinzione*' refers to debts, obligations (e.g., debentures), or loans, not payments. Omitting the translation of this phrase was also considered unacceptable (7%), as it was necessary to indicate the date until when the default interest would be calculated.

The percentages of the students' proposals were as follows: 61% 'I', 30% 'S' and 9% 'U' (see also Appendix 28). The students' language tools had apparently not been particularly accurate.

The prepositional phrase 'at a rate of 8% per annum above the base rate of the Bank of England' refers to the interest rate that is applied to late payments. The Italian sub-corpus contains the equivalent phrase '*nella misura del saggio di interesse del principale strumento di finanziamento della Banca Centrale Europea maggiorato di 7 (sette) punti percentuali*' (back-translation: 'at a rate of 7% (seven%) above the rate applied by the European Central Bank) (see Appendix 26 to understand how this phrase is sourced). Table 139 shows some of the students' proposals.

Table 139. Students' renderings of 'at a rate of 8% per annum above the base rate of the Bank of England'

Source text	Translations proposed by students	% of students	S/I/U
9. at a rate of 8% per	<i>A un tasso dell'8% annuo superiore al</i>	41.30%	S

⁹⁰

See <https://dizionario.internazionale.it/parola/estinguimento>.

annum above the base rate of the Bank of England	<i>tasso base della Banca d'Inghilterra</i>		
	<i>Ad un tasso dell'8% annuo al di sopra del / sopra il tasso di riferimento / di base della Banca di Inghilterra</i>	10.87%	I
	<i>A un tasso annuale dell'8% rispetto al / secondo il tasso di riferimento della Banca di Inghilterra</i>	10.87%	U
	<i>Pari al tasso d'interesse di base della Banca di Inghilterra, maggiorato di 8 punti percentuali</i>	8.70%	S

Many students wrote correct renderings, such as '*a un tasso dell'8% annuo superiore al tasso base della Banca d'Inghilterra*' (41%) (back-translation: 'at a rate of 8% per year above the base rate of the Bank of England'). If the string "*interessi|interesse di mora*" "*tasso|saggio superiore a|al*" *site:.gov.it* is googled, many results are obtained. Other translations needed adjustments, such as '*ad un tasso dell'8% annuo al di sopra del / sopra il tasso di riferimento / di base della Banca di Inghilterra*' (11%). In this phrase, the expressions '*al di sopra del tasso*' and '*sopra il tasso*' (back-translation of both: 'above the rate') are literal translations and are not used in sector-based language. If the string "*interessi|interesse di mora*" "*tasso|saggio * sopra*" *site:.gov.it* is googled, no consistent results are obtained (see Appendix 27 for more web-based searches). The target phrase '*a un tasso annuale dell'8% rispetto al / secondo il tasso di riferimento della Banca di Inghilterra*' (11%) (back-translation: 'at an annual rate of 8% compared with / according to the rate of the Bank of England') was considered unsatisfactory due to the words '*rispetto a*' and '*secondo il*' (back-translation: 'compared with' and 'according to', respectively) as they do not express the fact that the rate is applied above the rate of the Bank of England. Other students' translations are shown in Appendix 25.

The percentages of the students' target phrases were as follows: 50% 'S', 30% 'U' and 20% 'I'. Apparently, the students' language tools had not been particularly resourceful.

The last source phrase of the second clause is 'from time to time in force'. The Italian corpus contains the phrases '*in vigore al momento*' and '*di volta in volta applicabili*'. These equivalents are found by searching for '*in vigore*' ('in force') and '*di volta*' ('from time') (see Appendix 26). Table

140 lists the students' most frequent renderings.

Table 140. Students' renderings of 'from time to time in force'

Source text	Translations proposed by students	% of students	S/I/U
10. from time to time in force	<i>Di volta in volta in vigore</i>	45.65%	S
	<i>Di volta in volta vigente</i>	26.09%	S
	<i>Vigente in un dato momento</i>	6.52%	I
	<i>Di tanto in tanto in vigore</i>	6.52%	U
	<i>Vigente nell'intervallo di tempo considerato</i>	6.52%	U

Satisfactory translations were the literal '*di volta in volta in vigore*' (46%) and '*di volta in volta vigente*' (26%). If these expressions are googled in the gov.it domain, many results are obtained (sample search query: "*tasso|interesse * di volta in volta in vigore*" site:.gov.it). A less satisfactory translation was '*vigente in un dato momento*' (6%) (back-translation: 'in force in a given moment'), which was marked 'I'. If the search strings "*vigore|vigente in un dato momento*" site:.gov.it and "*vigore|vigente in un dato momento*" site:.cnel.it are googled, results phrases clearly refer to laws or law decrees, not interest rates. Unsatisfactory translations were '*di tanto in tanto in vigore*' (7%) (back-translation: 'once in a while in force') or '*vigente nell'intervallo di tempo considerato*' (7%) (back-translation: 'in force in the time frame considered'). These translations were considered unacceptable because of their meanings, which are different from that of the source phrase. Omission of the translation of this formula (2%) was marked 'U' because the original phrase provides important information on the applicability of the interest rate.

The percentages of the students' target phrases were 74% 'S', 20% 'U' and 6% 'I' (see Appendix 28).

5.2.2 Corpus-based translation (English>Italian) of the first clause

On the basis of the corpus analysis reported in Appendix 26, the corpus-based translations of the English clause are shown in Table 141 below, which also reports the source text for reasons of completeness.

Table 141. Source text and corpus-based translation(s) of the first clause

Source text	Corpus-based translation (1)	Corpus-based translation (2)
XX shall be entitled	-XX avrà diritto... -XX si riserva la facoltà...	<i>In caso...</i> <i>-di ritardato pagamento...</i> <i>-di ritardo nel pagamento...</i> <i>...degli importi dovuti (ai sensi del presente contratto),</i>
to charge interest in respect of late payment	<i>-di mettere...</i> <i>-di costituire...</i> <i>...in mora il Cliente in caso di ritardato pagamento (alla scadenza)...</i>	<i>Decorreranno...</i> <i>-a favore di XX...</i> <i>-a carico del Cliente...</i> <i>...gli interessi di mora,</i> <i>...gli interessi moratori,</i>
of any sum due under this Agreement,	<i>...di qualunque somma dovuta in forza del presente contratto.</i>	-
which shall accrue from the date when payment becomes due	<i>Gli interessi di mora saranno calcolati dal giorno del primo insoluto...</i>	<i>che saranno calcolati dal giorno del primo insoluto...</i>
until the date of payment	<i>...fino al pervenimento di idoneo pagamento...</i>	<i>...fino al momento in cui persisterà la situazione di morosità,..</i>
at a rate of 8% per annum above the base rate of the Bank of England from time to time in force.	<i>...nella misura del saggio di interesse della Bank of England in vigore al momento maggiorato di 8 (otto) punti percentuali.</i>	<i>...nella misura del saggio di interesse della Bank of England di volta in volta applicabile maggiorato di 8 (otto) punti percentuali.</i>

The above translations are also shown in Appendix 26.

5.2.3 Overall marks of the students' first translation into Italian

Table 142 below reports the overall marks of the students' proposed translations (see also Appendix 28):

Table 142. Overall marks of the students' first translation into Italian

Marks	Overall number of phrases proposed by the students	% (out of 90)
S	33	36.67%
I	22	24.44%
U	35	38.89%
<i>Total phrases / translations</i>	<i>90</i>	

The table above considers all the target phrases proposed by the students to translate the English clause of Table 130 (or 141) above. Altogether, they suggested 90 different Italian target phrases to translate the 10 English source phrases of the first clause (refer to Appendix 25 to see the target phrases). Amongst these, 33 (37%) were satisfactory; 35 (39%) were unsatisfactory and 22 (24%) needed improvements (see also Appendix 28).

The figures of Table 142 above do not differ much from those of Table 129, which reports the marks of the students' first translations into English. Table 142 shows a slight increase in the rate of translations that needed improvements (from 13%, Table 129, to 24%, Table 142), and a decrease in the rates of satisfactory and unsatisfactory translations (41% against the current 37% of the 'S', and 45% against the current 39% of the 'U'). As a whole, however, the marks do not vary with a great deal. It is apparent that the students' translations from and into English needed improvements.

5.2.4 Discussion

Given the analyses carried out, the language resources used to translate the clause from English into Italian mostly helped the students propose acceptable translation options. Nonetheless, in some circumstances, the target phrases needed adjustments or were unacceptable for various reasons. For example, the students' translations were sometimes non-adherent to legal language conventions, as in the source phrase 'be entitled to (interests)', which was rendered as '*legittimare a (interessi)*'. The verb '*legittimare*', in fact, does not collocate with '*interessi/e*', according to corpus evidence and web-targeted searches. Some students also neglected the fact that interests on late payments are referred to as '*interessi di mora*', '*interessi moratori*', or '*interessi legali*' in Italian. This might be due to a lack of experience in legal translation and/or little exposure to legal language. Collocation inaccuracies were present in phrases such as '*tardato (pagamento)*' ('lated [*sic.*] payment'), instead of '*tardivo (pagamento)*' ('late payment'), to render 'late payment'. Other times, there were cohesion

issues, as in the phrase '*della somma di denaro*' ('of the amount of money'), which was a (partial) translation of the source phrase 'of any sum due'. In practice, the students did not render the modifier 'due'. The Italian sub-corpus, for instance, mentions '*idoneo*' ('suitable') or '*effettivo*' ('actual'). Another case in point was '*in virtù di detto accordo*' ('by virtue of the said agreement') to translate 'under this Agreement', instead of '*in virtù del presente accordo*' ('by virtue of this/the present agreement'), as the above target phrase (i.e., '*in virtù di detto accordo*') seems to refer to an agreement mentioned somewhere else. There were also colligational issues, as in the phrase '*per una somma dovuta*' ('for an amount due', to translate 'of any sum due'), which is infrequent in Italian due to an improper use of the preposition '*per*'. Some translations also presented wrong lexis, as in the case of '*che si accumulerà*' ('which will accumulate') referring to interests which should '*maturare*' ('accrue'). Other cases in point were the phrases '*dalla data ultima di pagamento*' ('from the last day of payment') and '*dal momento in cui il pagamento diventa debito*' ('from the moment when payment becomes a debt'). These expressions meant something different from the source phrase 'from the date when payment becomes due'.

The first lesson dedicated to corpus consultation allowed the students to become acquainted with corpus-based translation, as well as notice their translation issues and understand how to cater for them thanks to corpus analysis. As a whole, the students' translations needed to be fine-tuned in order to be more adherent to the legal language in use.

5.3 Text to translate from Italian into English (second translation assignment)

Table 143 reports the second text, which is the Italian clause that the students translated into English. For reasons of clarity, the text is divided into 10 source phrases (underlined). The clause is also shown in Appendix 11.

Table 143. The second Italian clause

1) Il contratto si considererà tacitamente rinnovato 2) di ulteriori 12 (dodici) mesi, 3) fatta salva 4) la facoltà 5) di non voler rinnovare 6) alla scadenza, 7) da comunicarsi 8) con apposita comunicazione 9) a mezzo lettera raccomandata 10) all'altra parte.

The text of Table 143 above is 32 words long, which is almost the same length as the first Italian clause (34 words). The clause addresses the contract automatic renewal for 12 months, where the customer may opt for a non-renewal by expressing his/her intention in a registered letter to send to the other party. The clause contains sector-based terms and legal expressions, such as '*tacitamente*

rinnovato, *'fatta salva'*, *'facoltà di'*, *'non voler rinnovare alla scadenza'*, *'apposita comunicazione'*, and *'all'altra parte'*.

As stated, during the second lesson, the students translated the clause by consulting the English sub-corpus and a bilingual or multilingual dictionary; Appendix 29 reports their translation proposals. A corpus-based analysis and translation of the source text are presented in Appendix 30. Corpus consultation was carried out to understand whether the students' translation proposals were acceptable. In support of corpus results, or if the corpus did not provide enough evidence, the OneCle and the LawInsider online contract databases were consulted via google advanced search techniques in order to corroborate or confute some of the students' findings (Appendix 31). Finally, the overall marks given to the students' target phrases are summarised in Appendix 32.

5.3.1 Analysis of the students' second translation into English

As regards the first source phrase *'il contratto si considererà tacitamente rinnovato'*, corpus evidence suggests the following renderings: 'the contract shall / will be renewed automatically' or 'the contract shall be automatically renewed'. To find these equivalent phrases, it suffices to search for a translation of *'rinnovato'* (i.e., 'renewed') in the corpus and notice the words preceding or following it. In this way, expressions such as 'automatically renewed' and 'renewed automatically' come to the fore (see Appendix 30 for further corpus analyses and results). The students' most recurrent translations are reported in Table 144 below.

Table 144. Students' renderings of *'il contratto si considererà tacitamente rinnovato'*

Source text	Translations proposed by students	% of students	S/I/U
<i>1. Il contratto si considererà tacitamente rinnovato</i>	The contract / the agreement shall / will be considered automatically renewed	19.57%	S
	The contract will be (automatically) renewed (automatically)	13.04%	S
	This / the agreement shall be automatically renewed	13.04%	S
	The contract shall be considered impliedly / silently renewed	4.35%	U
	The contract should be considered tacitly renewed	2.17%	I

As can be seen, almost 20% of the students proposed 'the contract / the agreement shall / will be considered automatically renewed', whereas 13% suggested 'the contract will be (automatically) renewed (automatically)'. The same rate of students wrote 'this / the agreement shall be automatically renewed'. These renderings were considered satisfactory because they were in line with corpus evidence (and, hence, with legal language in use). Other expressions were also correct, such as 'the contract / agreement shall be tacitly renewed' and 'the agreement shall continue in force and effect' (2% each, see Appendix 29). Although the English sub-corpus shows no instances of 'tacitly renewed', the search query "*contract|agreement*" "*tacitly renewed*" *site:lawinsider.com* produces many hits. Also, the expression 'the agreement shall continue in force and effect' (2%, see Appendix 29) was marked 'S' because there are phrases in the corpus such as 'this agreement and all of its terms shall remain in full force and effect until it is terminated' (see Appendix 30). Also, the search query "*contract|agreement * force and effect*" *site:onecle.com* generates many similar expressions. In this case, although the translation is not literal, the communicative intent and the legal principles are the same. Translations which needed improvements had the modal verb 'should' instead of 'shall' or 'will', as in 'the contract should be considered tacitly renewed' (2%). The auxiliary 'should' does not express the same intent as 'shall'. This is confirmed by targeted web searches. The string "*the contract should be considered tacitly renewed*" *site:onecle.com*, in fact, produces results where 'should' is automatically replaced by 'shall' (see Appendix 31). An unsatisfactory translation was the following one: 'the contract shall be considered impliedly / silently renewed'. Both the corpus and the Onecle / LawInsider databases show no occurrences with the adverbs 'impliedly' and 'silently' (search string: "*contract|agreement * silently|impliedly renewed*" *site:onecle.com*).

The rates of the students' target phrases were the following: 85% 'S', 9% 'I' and 7% 'U' (see Appendix 32).

The second source phrase is '*di ulteriori 12 (dodici) mesi*'. The English sub-corpus presents concordances with 'for further periods of 12 (twelve) months' and 'for further 3 month terms'. Obtaining these equivalences is possible by querying 'further' (back-translation of '*ulteriore*') preceded by any preposition in the left position (see Appendix 30 for more details). The students' suggested renderings are shown in Table 145.

Table 145. Students' renderings of '*di ulteriori 12 (dodici) mesi*'

Source text	Translations proposed by students	% of students	S/I/U
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2. <i>di ulteriori 12 (dodici) mesi</i>	For further 12 (twelve) months	41.30%	S
	For further periods of 12 months	21.74%	S
	By a further 12 (twelve) months	15.22%	I
	For an additional 12 months	2.17%	I

As can be seen, the majority of the students proposed satisfactory translations, such as 'for further 12 (twelve) months' (41%) and 'for further periods of 12 months' (22%). There are many other examples of satisfactory renderings, which are reported in Appendix 29. The translations which needed improvements were 'by a further 12 (twelve) months' (15%) (due to colligational issues in the use of 'by', and the redundant indefinite article), and 'for an additional 12 months' (2%) (as the word 'period' is missing, or the indefinite article is redundant).

The percentages of the students' translations were the following: 80% 'S', 18% 'I' and 2% 'U' (see Appendix 32).

The formula '*fatta salva*' can be translated as 'unless', 'without prejudice to' and 'except for' according to the English sub-corpus. Finding these equivalents is possible by searching for a translation of '*salvo*' in a dictionary and then by querying in the corpus the options proposed (e.g., 'unless' and 'except (for)', see Appendix 30 for more information). The students' most recurrent translations are shown in Table 146.

Table 146. Students' renderings of '*fatta salva*'

Source text	Translations proposed by students	% of students	S/I/U
3. <i>fatta salva</i>	Without prejudice to	45.65%	S
	Unless	17.39%	S
	Except for	15.22%	S
	Except	6.52%	S
	Notwithstanding	2.17%	S

As can be seen, many students proposed 'without prejudice to' (46%), as well as 'unless' (17%) and 'except (for)' (15% + 7%). These translations were considered satisfactory as in line with corpus evidence and web-targeted searches. As a matter of fact, if the string "*without prejudice to the|any right*" site:.onecle.com is googled, many hits are obtained. The same can be said of the search query "*notwithstanding the right*" site:.onecle.com.

The percentages of the students' translations were as follows: 96% 'S', 2% 'I' and 2% 'U'.

The word '*la facoltà*' in the phrase '*la facoltà di non voler rinnovare*' (back-translation: 'the faculty / power not to renew') is rendered as 'right to terminate' in the English sub-corpus, but also 'unless the client provides notice of termination', and 'unless you give written notice (to XX) that you do not wish to renew'. As can be seen, the corpus does not necessarily present instances of literal translations of '*facoltà di*'. The above equivalent phrases can be obtained by looking for 'unless' and 'without prejudice to' in the corpus and by noticing the words or phrases following them. Alternatively, it is possible to search for the lemma 'renew' (query: 'renew*') (see Appendix 30 for more details). The students' most frequent translations are reported in Table 147.

Table 147. Students' renderings of '*la facoltà*'

Source text	Translations proposed by students	% of students	S/I/U
4. <i>la facoltà</i>	The right	58.70%	S
	There is an intention; an intention	6.52%	S
	Omission	6.52%	S
	Except for the wish	6.52%	I

As can be seen, many students wrote 'the right' (59%), which was considered satisfactory. The same can be said of 'an intention (to terminate)' (7%), as the phrase 'its intention to terminate the agreement' is present in the corpus (see Appendix 30). Also, the query "*an intention to terminate * contract|agreement" site:.onecle.com* produces many hits. As mentioned, even omitting the translation of '*la facoltà*' was considered acceptable, as the corpus shows phrases such as 'you may want to end the contract'; 'either party may terminate the contract' and 'if you wish to terminate', where 'may' and 'wish' can be considered equivalent of '*avere la facoltà*' (back-translation: 'have the right' or 'be entitled') (see Appendix 30). On the other hand, a translation which needed improvement was 'except for the wish' (7%). If the string "*the wish to terminate|withdraw" site:.onecle.com* is googled, it becomes apparent that 'wish' is mostly used as a verb (see Appendix 31).

The percentages of the students' translations were as follows: 89% 'S', 9% 'I' and 2% 'U'.

The prepositional phrase '*di non voler rinnovare*' can be rendered as 'that you do not wish to renew', 'you wish to terminate the agreement', or 'if you want to end a contract before it is completed'

according to the English sub-corpus. Finding these equivalent phrases in the corpus is possible by querying the lemmas 'renew', 'want', 'wish', or 'may' collocating with 'terminate' (see Appendix 30 for more details). Some of the students' translations are reported in Table 148 below.

Table 148. Students' renderings of '*di non voler rinnovare*'

Source text	Translations proposed by students	% of students	S/I/U
5. <i>di non voler rinnovare</i>	Not to renew (it)	19.57%	S
	To not wish the renewal	10.87%	U
	(customer / client sends a) Written notice of termination; written notice of non renewal; notice of termination	8.70%	S
	To terminate the agreement / contract; to terminate it	6.52%	S
	To cancel	6.52%	S/I

As can be seen, nearly 20% of the students wrote 'not to renew (it)', which was considered correct. Other expressions such as '(customer sends a) written notice of termination' (9%) or 'to terminate the agreement' (7%) were also considered correct, as they were in line with corpus evidence (see Appendix 29 for other satisfactory renderings). Some students proposed 'to cancel' (7%), which can be considered correct in legal systems governed by English and Welsh law. As the students had not been informed about the law applied to the terms of service, this translation was marked 'S/I'. Some translations presented grammatical inaccuracies, such as 'to not wish the renewal' (11%), so they were marked 'U' (see Appendices 29 and 31 for more instances).

The percentages of the students' translations were the following: 61% 'S', 7% 'S/I', 15% 'I' and 17% 'U'.

The sixth source phrase '*alla scadenza*' has the following equivalents in the English sub-corpus: 'at the end of the term'; 'before it is completed'; 'before or on the renewal date', and 'upon / on expiration'. Finding these phrases is possible by searching for the lemmas 'expiry', or 'renew' (queries: 'expir*' and 'renew*') with the words 'date' or 'day' within a span of 5 words to the right and to the left (see Appendix 30). The most frequent translations proposed by the students are reported in Table 149 below.

Table 149. Students' renderings of '*alla scadenza*'

Source text	Translations proposed by students	% of students	S/I/U
6. <i>alla scadenza</i>	At the expiry date; upon expiry	21.74%	S
	Prior to expiry; before the expiry date; prior to the expiry date; by the expiry date	15.22%	S
	Before or on the renewal date; by / before the renewal date	8.70%	S
	At / within the / its deadline	6.52%	I
	On the due date	4.35%	I

As can be noticed, the majority of the students rendered '*alla scadenza*' correctly, as they proposed many instances with the word 'expiry'. If the following search phrase is googled: "*before|by|on the expiry date*" *site:.onecle.com*, several hits are obtained. Other satisfactory translations are reported in Appendix 29. On the other hand, some phrases which needed improvement were 'at / within the / its deadline' (7%) and 'on the due date' (4%), as they both have lexical issues. The former is not completely correct, since the results of the search query "*the contract|agreement deadline*" *site:.lawinsider.com* reveals the preponderance of 'prior to' and 'before' (instead of 'at' or 'within') preceding 'the contract / agreement deadline'. The latter is not completely satisfactory since a contract does not have a 'due date' (see also Appendix 31).

The percentages of the students' translations of the sixth source phrase were as follows: 72% 'S', 22% 'I', and 6% 'U'.

The seventh source phrase is '*da comunicarsi*'. The English sub-corpus, amongst others, presents expressions such as 'to be notified', 'to notify', and 'to be communicated'. In order to obtain these renderings, the lemmas 'communicate' and 'notify' (query: 'communicat*|notif*') can be searched for together with the words 'cancel', 'terminate', 'cancellation' and 'termination' within a span of 10 words to the right and to the left. Alternatively, the word 'communicate' or 'notify' can be queried and analysed in context (see Appendix 30). Table 150 reports the most frequent translations proposed by the students.

Table 150. Students' renderings of '*da comunicarsi*'

Source text	Translations proposed by students	% of students	S/I/U
7. <i>da comunicarsi</i>	To be notified; to notify; is notified; by	45.65%	S

	notifying; which shall be notified		
	To be communicated	23.91%	S
	Omission	10.87%	S
	That / which shall be sent	4.35%	I
	That shall be noticed	2.17%	I

Almost all the students wrote correct renderings. In this case, omitting the translation of '*da comunicarsi*' (11%) was considered acceptable as the English sub-corpus contains many instances where this expression is omitted. Examples are 'may terminate this Agreement by written notice', or 'can be terminated at any time with written notice'. In these phrases, no equivalent of '*da comunicarsi*' is found (see also Appendix 30 for more instances). Translations such as 'that / which shall be sent' (4%) needed improvements due to cohesion issues, as it was not clear what the relative pronoun referred to in the target context. Another case in point was 'that shall be noticed', as this phrase is used in other situations such as trials, as confirmed by web-targeted searches (query: "*that shall be noticed*" site:.onecle.com, see Appendix 31).

The percentages of the students' target phrases were as follows: 89% 'S', 7% 'I' and 4% 'U'.

The eighth source phrase '*con apposita comunicazione*' can be rendered as 'with written notice', 'upon prior notice', 'upon written notice', or 'with formal notification of the cancellation' according to the English sub-corpus. Apart from the modifier 'formal', there is apparently no need for a full equivalent of '*apposita*'. In order to obtain English corresponding expressions, it is possible to search for 'notice', 'notification' and/or 'communication' preceded by any preposition, adjective or adverb up to the third left position (see Appendix 30 for more details). Table 151 reports some of the students' renderings.

Table 151. Students' renderings of '*con apposita comunicazione*'

Source text	Translations proposed by students	% of students	S/I/U
8. <i>con apposita comunicazione</i>	Omission	36.96%	S
	With / by express / specific notification	10.87%	I
	Through proper / formal notice	6.52%	S
	Through specific / relevant notice	6.52%	I

As discussed above, the corpus shows no equivalent of '*apposita*' (back-translation: 'appropriate /

adequate') before '*comunicazione*'. Also, omitting the translation of the source phrase (37%) was considered acceptable, on condition that the communicative intent of the source phrase was rendered in the target text (e.g., with the expression 'to be sent by written notice', which translates the source phrases 7 and 8, as the corpus also suggests). The target phrase 'with / by express / specific notification' was marked 'T' as 'specific notification' and 'express notification' assume other meanings in context according to targeted web searches (search query: "*express|specific notification*" *site:.onecle.com*) (see Appendix 31). The same can be said of the translation 'through specific / relevant notice' (7%). On the other hand, phrases such as 'through proper / formal notice' (7%) were marked 'S' as the related search query ("*through proper|formal notice*" *site:.onecle.com*) generates some hits. See Appendix 31 for more web-based searches and results.

The percentages of the students' target phrases were 59% 'S', 24% 'T' and 17% 'U'.

The expression '*a mezzo lettera raccomandata*' did not pose any issue. The English sub-corpus suggests 'registered post', 'certified, registered or royal mail' and 'recorded delivery'. Finding these alternatives is possible by querying 'registered' in the corpus (see Appendix 30). Many students proposed either these or other correct translations, as Table 152 suggests.

Table 152. Students' renderings of '*a mezzo lettera raccomandata*'

Source text	Translations proposed by students	% of students	S/I/U
9. <i>a mezzo lettera raccomandata</i>	By (means of) registered post / mail	52.17%	S
	By means of a / by recorded delivery letter	10.87%	S
	By recorded delivery	8.70%	S
	Via certified / registered letter	6.52%	S

The percentages of the students' target phrases were the following: 98% 'S' and 2% 'U'. In particular, the unsatisfactory mark was given because of omissions in the translation of the source phrase. In this case, omissions were considered unacceptable as it was necessary to indicate the method of communication between the parties.

The last phrase to translate is '*all'altra parte*'. The corpus suggests 'to the other party', 'to XX', 'to you' and 'to the other'. In order to find these renderings, it is possible to search for 'notice to' or 'other part*' in the corpus (see Appendix 30). The students' renderings are reported in Table 153 below.

Table 153. Students' renderings of '*all'altra parte*'

Source text	Translations proposed by students	% of students	S/I/U
<i>10. all'altra parte</i>	To the other party	84.78%	S
	To the other part	4.35%	S
	For the opposite part	2.17%	U

As can be seen, the majority of the students translated as '*all'altra parte*' correctly. An unacceptable translation was 'for the opposite part' (2%), due to lexical ('opposite') and colligational ('for') issues.

The percentages of the students' final phrase were the following: 94% 'S', 4% 'U' and 2% 'I'.

5.3.2 Corpus-based translation (Italian>English) of the second clause

In light of the corpus analyses carried out (and reported in Appendix 30), possible translations of the Italian clause are shown in Table 154 below. The table also reports a partially equivalent English clause sourced from the English sub-corpus. The text is divided into sections to enhance the comprehension of the various translation options.

Table 154. Source text, corpus-based translation(s) and equivalent clause of the second clause

Source text	Corpus-based translation(s)	Equivalent clause in the English sub-corpus
<i>Il contratto si considererà tacitamente rinnovato di ulteriori 12 (dodici) mesi,</i>	-The contract shall be renewed automatically for further periods of 12 (twelve) months at the end of the term, -This agreement shall be renewed automatically for further periods of 12 (twelve) months,	Fixed term contracts will be renewed automatically for further periods of 12 months at the end of the term...
<i>fatta salva la facoltà di non voler rinnovare alla scadenza,</i>	-unless terminated with written notice... -unless you do not wish to	...unless terminated in accordance with these terms and conditions.

	renew (it) and give written notice...	
<i>da comunicarsi con apposita comunicazione a mezzo lettera raccomandata all'altra parte.</i>	-...to be sent to the other party by registered post. -...to be sent by registered post to XX.	-

The corpus-based translation above and the equivalent clause are shown in Appendix 30.

5.3.3 Overall marks of the students' second translation into English

Table 155 summarises the overall marks of the students' target phrases (see also Appendix 32).

Table 155. Overall marks of the students' second translation into English

Marks	Overall number of phrases proposed by the students	% (out of 126)
S	77	61.11%
S/I	1	0.79%
I	25	19.84%
U	23	18.25%
<i>Total phrases / translations</i>	<i>126</i>	

The table above counts the different phrases suggested by the students to translate the Italian clause of Table 143 (or 154). In practice, all the students wrote 126 different phrases or expressions to translate the 10 source phrases of the second clause (see Appendix 29 to understand how number 126 is obtained). Amongst the 126 target phrases, 77 (61%) were satisfactory; 25 (20%) needed improvements, 23 (18%) were unsatisfactory and 1 (0.79%) was satisfactory in the English and Welsh legal system but needed improvements in others (see also Appendix 32).

As can be noticed, a relevant increase in the quality of the students' translations took place. For example, compared to the first translation assignment from Italian into English, the number of translations marked 'S' increased from 41% to 61%, whereas those marked 'U' dropped from 45% to 18%. Also, there was a considerable rise in the overall number of target phrases proposed (from 87 for the first clause to the current 126) (see Table 129 and Table 155).

5.3.4 Discussion

In light of the considerations made above, it can be argued that corpus consultation helped the students translate effectively and write target phrases which were accurate. In fact, not only did the shortcomings such as colligational and collocational issues decrease, but the students also managed to produce legal expressions and formulae correctly, such as 'without prejudice to the / any right', 'the contract shall be automatically renewed', 'to be notified by written notice', 'the right to terminate', and 'to the other party / part'. This was attested by both corpus-based and web-targeted searches.

Also, many participants proposed correct equivalents in addition to those present in the corpus. This can be explained by the fact that they probably performed several searches in the corpus which did not generate exact renderings, but suggested parts of correct equivalences. For instance, as regards the translation of '*fatta salva (la facoltà)*', the English corpus does not show evidence of 'notwithstanding the right'; however, it does contain concordances with 'notwithstanding', such as 'notwithstanding any other provision'. The students may have guessed its meaning and usages in context with the help of the corpus or dictionaries. Another case in point was the phrase 'the agreement shall continue in force and effect' to translate '*il contratto si considererà tacitamente rinnovato*'. In this case, the students may have found 'in force and effect' in the corpus referring to a 'contract' or an 'agreement', and built the target phrase accordingly. Moreover, they probably wrote correct phrases thanks to their previous knowledge of legal language.

In light of the above, it could be speculated that corpus analysis helped produce target phrases which are native-like and authentic, as they resemble the legal discourse produced in English-speaking contexts. Apparently, translating into a second language did not pose any particular challenge. As mentioned above, this was probably due to the fact that the English corpus proposed ready-made phrases and formulae, as well as collocations and recurrent terminology. In addition, some students had already gained experience in legal translation and/or legal language. Hence, consulting the English corpus probably helped meeting the challenges of translating into a second language.

5.4 Text to translate from English into Italian (second translation assignment)

Table 156 reports the second clause that the students translated from English into Italian (see also Appendix 11). The source text is divided into 10 phrases (underlined).

Table 156. The second Italian clause

1) Upon the occurrence of a Force Majeure event 2) the contractual obligations shall be suspended 3) for any period during which 4) the Affected Party 5) is unable to perform. 6-7) The Affected Party shall notify the Non-affected Party regularly in writing 8) of the steps taken 9) to mitigate the effect 10) of the notified Force Majeure.

The text above is 50 words long, which is approximately the same length of the first translation assignment into English (56 words). The clause in question establishes the suspension of the contract performances in case of force majeure. It also imposes on the affected party an obligation to inform the other party of the actions undertaken to reduce the effects of the force majeure event.

The terms and expressions that characterise legal language are the following: 'force majeure event'; 'contractual obligations shall be suspended'; 'affected party'; 'unable to perform'; 'notify regularly in writing'; 'non-affected party', and 'mitigate the effect of the notified force majeure'.

The students translated the source text by consulting the Italian sub-corpus and a dictionary (Appendix 33 reports their translation proposals). A corpus-based analysis and translation of the source text are reported in Appendix 34. The .gov.it Italian government domain, the .cnel.it and the broader .it domains were also consulted via google advanced search techniques in order to corroborate or confute some of the students' findings (see Appendix 35). Finally, Appendix 36 reports a summary of the marks given.

5.4.1 Analysis of the students' second translation into Italian

As regards the first source phrase 'upon the occurrence of a Force Majeure event', the corpus suggests the verb '*verificarsi*' (back-translation: 'occur') in the phrase '*si verificano casi di Forza Maggiore*' (back-translation: 'cases of Force Majeure occur'). Finding this equivalent is possible by querying '*forza maggiore*' in the corpus and analysing the verbs preceding it (see Appendix 34 for more details). Table 157 reports the students' most recurrent translations.

Table 157. Students' renderings of 'upon the occurrence of a Force Majeure event'

Source text	Translations proposed by students	% of students	S/I/U
1. Upon the occurrence of a Force Majeure event	<i>Al verificarsi di un evento di forza maggiore</i>	45.65%	S
	<i>Se si verificano / Qualora si verificano casi di forza maggiore</i>	8.70%	S
	<i>Si verificano casi di Forza Maggiore</i>	8.70%	I
	<i>In vista del verificarsi di eventi di Forza Maggiore</i>	2.17%	U

As can be seen, 46% of the students proposed '*al verificarsi di un evento di forza maggiore*' (back-translation: 'upon occurrence of an event of force majeure'), and 9% '*se si verificano casi di forza maggiore*' (back-translation: 'if cases of force majeure occur'). These translation options were both marked 'S'. The phrase '*si verificano casi di forza maggiore*' (9%) (back-translation: 'cases of force majeure occur') needed improvements as the subjunctive form ('*verificano*') was applied without a frontal particle setting a condition. This shortcoming was due to the fact that the phrase '*si verificano casi di forza maggiore*' does appear in the Italian sub-corpus, but in a long bulleted list of cases where the company reserves the right to suspend the service (see Appendix 34 for more information). Probably, the students disregarded this aspect and considered the phrase out of context. The expression '*in vista del verificarsi di eventi di Forza Maggiore*' (2%) (back-translation: 'in view of the occurrence of events of force majeure') was marked 'U' as the search strings "*in vista del verificarsi * forza maggiore" site:.gov.it* and "*in vista del verificarsi * forza maggiore" site:.it* generate no hits. See Appendices 33 and 35 for more translation options and assessments.

The percentages of the students' target phrases were the following: 85% 'S', 11% 'I' and 4% 'U' (see Appendix 36).

The second target phrase is 'the contractual obligations shall be suspended'. The Italian sub-corpus shows alternative translations such as '*(La parte colpita) sarà dispensata dall'esecuzione delle sue obbligazioni*' (back-translation: 'the affected party will be dispensed from the performance of his/her obligations'), and '*XX non potrà essere ritenuta responsabile per inadempimenti alle proprie obbligazioni che derivino da cause di forza maggiore*' (back-translation: 'XX will not be held liable for the non-performance of his/her obligations due to force majeure events'). In order to obtain these

equivalent phrases, users should search for '*obbligazioni*' together with '*forza*' or '*causa*' within a span of 15 words to the right and to the left (see Appendix 34; see also Appendix 13 which reports some English and Italian equivalent clauses related to Force Majeure). Table 158 below shows the students' most frequent translations.

Table 158. Students' renderings of 'the contractual obligations shall be suspended'

Source text	Translations proposed by students	% of students	S/I/U
2. the contractual obligations shall be suspended	<i>Gli obblighi contrattuali saranno sospesi</i>	67.39%	S
	<i>Le condizioni contrattuali saranno sospese</i>	4.35%	U
	<i>La parte colpita sarà dispensata dall'esecuzione delle sue obbligazioni</i>	2.17%	S
	<i>Gli obblighi contrattuali cadranno</i>	2.17%	U
	<i>XX si riserva il diritto di recedere dal presente contratto</i>	2.17%	U

As can be seen, 67% of the students proposed '*gli obblighi contrattuali saranno sospesi*' (back-translation: 'the contractual obligations will be suspended'), marked 'S'. Another satisfactory translation was, amongst others, '*la parte colpita sarà dispensata dall'esecuzione delle sue obbligazioni*' (2%) (back-translation: 'the affected party will be dispensed from the execution of its obligations'), which was sourced from the corpus. The expression '*le condizioni contrattuali saranno sospese*' (4%) (back-translation: 'the contractual conditions will be suspended') was marked 'U' as no contractual conditions are ever 'suspended'. There was, hence, a collocational issue in the translation proposed. The search strings "*sospensione * condizioni contrattuali*" "*forza maggiore*" *site:.gov.it* and "*condizioni contrattuali * sospese*" "*forza maggiore*" *site:.cnel.it*, in fact, generate no hits (see Appendix 35). The phrase '*XX si riserva il diritto di recedere dal presente contratto*' (2%) (back-translation: 'XX reserves the right to withdraw from this contract') was also marked 'U'. This phrase is actually present in the corpus and refers to a force majeure event. Nonetheless, according to Italian law, the parties cannot 'withdraw' ('*recedere*') from a contract in case of force majeure, as they can only 'terminate' it ('*risolvere*'). This is a case of mistaken nomenclature in the Italian sub-corpus (see also § 3.12.2, Table 31, line 2). Some of the possible ways to deal with this aspect are discussed in the Conclusions of this research project. See Appendix 33 for other translation proposals.

The percentages of the students' target phrases were the following: 91% 'S' and 9% 'U' (see Appendix 36).

The prepositional phrase 'for any period during which' can be rendered as '*nel limite di*', '*per il periodo di tempo in cui*', or '*per tutta la durata di*' (back-translations: 'within the limit of', 'for the whole period of time in which' and 'for the whole duration of') according to corpus evidence. In order to find these equivalents, it is possible to search for the preposition '*per*' together with the lemmas '*durata*', '*periodo*' and '*tempo*' within a span of 5 words to the right (see Appendix 34). Table 159 reports the students' most frequent translations.

Table 159. Students' renderings of 'for any period during which'

Source text	Translations proposed by students	% of students	S/I/U
3. for any period during which	<i>Nel / per il periodo (di tempo)</i>	28.26%	S
	<i>Per tutto il periodo</i>	21.74%	S
	<i>Per qualsiasi / qualunque periodo</i>	21.74%	S
	<i>Per l'intero periodo</i>	10.87%	S
	<i>Per ogni periodo</i>	4.35%	I
	<i>Con effetto immediato</i>	2.17%	U

Table 159 above shows that many students proposed correct renderings, such as '*nel periodo (di tempo)*' (28%) (back-translation: 'in the period (of time)'), '*per tutto il periodo*' (22%) (back-translation: 'for the whole period'), and '*per qualsiasi / qualunque periodo*' (22%) (back-translation: 'for any period'). The phrase '*per ogni periodo*' (4%) (back-translation: 'for each period') was marked 'I', as it is not found in force majeure clauses. The search string "*forza maggiore*" "*per ogni periodo*" *site:.gov.it* generates hits where '*per ogni periodo*' is unrelated to force majeure events, whereas in other contexts, this phrase is acceptable (see Appendix 35). The expression '*con effetto immediato*' (2%) (back-translation: 'with immediate effect') was marked 'U' as it is a wrong translation of the source phrase. Appendix 33 lists more translation options.

The percentages of the target phrases were as follows: 94% 'S', 4% 'I' and 2% 'U'.

The fourth source phrase is 'the Affected Party', which can be translated as '*la parte colpita da un caso di forza maggiore*' or '*la parte inadempiente*' (back-translations: 'the party affected by a force majeure event' and 'the defaulting party'), according to the Italian corpus (see also § 4.1.3.2, Table

72). In order to find equivalents, the phrase '*forza maggiore*' is queried together with '*parte*' within a span of 15 words to the right and to the left. Alternatively, it is possible to search for adjectives following the lemma '*parte*' (see Appendix 34). Table 160 shows some of the students' proposed translations.

Table 160. Students' renderings of 'the Affected Party'

Source text	Translations proposed by students	% of students	S/I/U
4. the Affected Party	<i>La parte colpita</i>	36.96%	S
	<i>La parte interessata</i>	32.61%	S
	<i>La parte lesa</i>	15.22%	I
	XX	4.35%	I

The table above shows that 37% of the students suggested '*la parte colpita*', which is a correct literal translation of the source phrase. The expression '*la parte interessata*' (33%) (back-translation: 'the interested party') was also marked 'S', as the search string "*forza maggiore * parte interessata*" *site:.gov.it* generates some hits, and the search phrase "*forza maggiore * parte interessata*" *site:.it* produces many results where '*parte interessata*' is the same as '*parte colpita*' (see Appendix 35). The expression '*la parte lesa*' (15%) (back-translation: 'the damaged party') was considered in need of improvement as, according to corpus evidence, a '*parte lesa*' is the party not affected by the force majeure event, and is also referred to as '*l'altra parte*' (back-translation: 'the other party') (see Appendix 34). Therefore, it is likely that the students did not read concordances carefully, or did not understand word usages in context. Also, the string "*parte lesa * forza maggiore*" *site:.it* only generates 1 result. Proposing 'XX' (4%) as a translation of '*la parte colpita*' was considered partly inaccurate due to the fact that the affected party may be either the company (i.e., 'XX'), or the customer.

The rates of the students' translations were as follows: 74% 'S', 24% 'I' and 2% 'U'.

The fifth source phrase is 'is unable to perform', whose equivalents in the Italian sub-corpus are '*non adempie (alle obbligazioni)*' and '*non è in grado di*' (back-translations: 'does not perform' and 'is unable to'). Finding these equivalents is possible by querying '*non*' followed by possible translations of 'perform', such as '*adempiere*', '*eseguire*' and '*compiere*' within a span of 10 words to the right (see Appendix 34). Table 161 lists the students' most frequent translations.

Table 161. Students' renderings of 'is unable to perform'

Source text	Translations proposed by students	% of students	S/I/U
5. is unable to perform.	<i>Non sarà in grado di adempiere agli stessi / di adempiervi</i>	41.30%	S
	<i>Sia impossibilitata ad adempiere alla prestazione</i>	10.87%	S
	<i>Sia nell'impossibilità di svolgere l'attività</i>	10.87%	I
	<i>Non sia in grado di esercitare</i>	2.17%	U

In Table 161, 41% of the students proposed '*non sarà in grado di adempiere agli stessi / di adempiervi*' (back-translation: 'will not be able to perform them'), which was considered satisfactory, as well as '*sia impossibilitata ad adempiere alla prestazione*' (11%) (back-translation: 'is unable to perform'). The expression '*sia nell'impossibilità di svolgere l'attività*' (11%) (back-translation: 'is in the impossibility to carry out the activity / business') was marked 'I' as corpus evidence shows that '*svolgere attività*' generally refers to working activities or tasks, as in the phrase '*attività imprenditoriale o professionale eventualmente svolta*' (back-translation: 'any business or professional activity carried out'). Alternatively, this phrase refers to the customer's general behaviour, as in the phrase '*il Cliente sarà il solo responsabile delle attività svolte*' (back-translation: 'the customer is the only person responsible for the activities / actions carried out') (see Appendix 34). Targeted web searches confirm these findings (search query: "*forza maggiore*" "*impossibilitata a svolgere * attività*" *site:.gov.it*) (see Appendix 35). The phrase '*non sia in grado di esercitare*' (2%) (back-translation: 'is not able to carry out') was marked 'U' as '*esercitare*' is not a synonym of 'perform contract obligations'. If the search string "*non * in grado di esercitare*" "*forza maggiore*" *site:.gov.it* is queried, the word '*esercitare*' collocates with '*diritti*' ('rights'). Therefore, in this case, there were collocational issues. Also, the CNEL database shows no results.

The percentages of the students' target phrases were as follows: 74% 'S', 20% 'I' and 6% 'U' (see Appendix 36).

The next phrase is 'the Affected Party shall notify the Non-Affected Party regularly in writing'. The corpus presents concordances with '*la parte colpita da un caso di forza maggiore dovrà tenere l'altra parte costantemente informata per iscritto*' (back-translation: 'the party affected by a force majeure event must keep the other party constantly informed in writing'). This phrase can be found by querying '*parte colpita*' in the corpus. However, as the source phrase contains several sector-based terms (i.e., 'affected party', 'notify in writing' and 'non-affected party'), it is convenient to split

it into two. Hence, the first part is 'the Affected Party shall notify (...) regularly in writing', whereas the second is 'Non-Affected Party'. Some of the students' translations of the first part are reported in Table 162 below.

Table 162. Students' renderings of 'the Affected Party shall notify (...) regularly in writing'

Source text	Translations proposed by students	% of students	S/I/U
6. The Affected Party shall notify (...) regularly in writing	<i>La parte interessata dovrà comunicare regolarmente e per iscritto</i>	21.74%	S
	<i>La parte colpita dovrà tenere (...) regolarmente informata per iscritto</i>	13.04%	S
	<i>La parte colpita comunicherà regolarmente per iscritto</i>	10.87%	S
	<i>La parte interessata notificherà regolarmente e per iscritto</i>	8.70%	S
	<i>La parte colpita da un caso di forza maggiore dovrà tenere (...) costantemente informata per posta</i>	4.35%	I

As can be seen, the majority of the students' translations are correct. Translations that needed improvements were '*la parte colpita da un caso di forza maggiore dovrà tenere (...) costantemente informata per posta*' (4%) (back-translation: 'the affected party must keep regularly informed (...) per post'), as the source text does not mention 'per post', but only 'in writing'. This was obviously a minor mistake. See Appendix 33 for more translation options and marks.

The percentages of the students' translations were the following: 76% 'S' and 24% 'I'.

The next phrase is 'the Non-Affected Party', which the corpus renders as '*l'altra parte*' and '*la parte lesa*' (back-translations: 'the other party' and 'the injured party'), as already discussed. The students' translations are shown in Table 163.

Table 163. Students' renderings of 'the Non-Affected Party'

Source text	Translations proposed by students	% of students	S/I/U
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7. (the Non-affected Party)	<i>(Al)l'altra parte</i>	36.96%	S
	<i>La parte non colpita</i>	15.22%	S
	<i>Alla parte non interessata</i>	28.26%	I
	<i>La parte non contraente</i>	2.17%	U

There are many satisfactory translations that the students proposed, such as '*l'altra parte*' (37%) (back-translation: 'the other party') and '*la parte non colpita*' (15%) (back-translation: 'the non-affected party'). The search string "*parte non colpita * evento|causa*" "*forza maggiore*" *site:.it*, in fact, generates many hits (see Appendix 35). A translation marked 'I' was '*alla parte non interessata*' (28%) (back-translation: 'the non interested / concerned party'), given that the non-affected party is as 'interested' in the force majeure event as the affected party. The search phrase "*parte non interessata * forza maggiore*" *site:.gov.it*, in fact, generates results where '*parte non interessata*' and '*forza maggiore*' are not related. An unacceptable translation was '*la parte non contraente*' (back-translation: 'the non-contracting party'), for obvious lexical reasons. See Appendix 35 for other web-related considerations on the students' proposed renderings.

The rates of the students' target phrases were as follows: 56% 'S', 35% 'I' and 9% 'U'.

The next source phrase is 'of the steps taken', whose corpus-sourced equivalents are '*le modalità previste*', '*le azioni intraprese*' and '*i provvedimenti adottati*' (back-translations: 'the foreseen modalities', 'the actions undertaken' and 'the measures adopted'). These phrases emerge by querying possible renderings of 'steps' (i.e., '*misura*', '*provvedimento*' and '*azione*') in the corpus (see Appendix 34). The students' most recurrent translations are reported in Table 164 below.

Table 164. Students' renderings of 'of the steps taken'

Source text	Translations proposed by students	% of students	S/I/U
8. of the steps taken	<i>(riguardo a) Le misure adottate</i>	32.61%	S
	<i>(indicando) Le misure prese / intraprese</i>	17.39%	S
	<i>Circa i / sui provvedimenti adottati / presi</i>	13.04%	I
	<i>Gli step compiuti</i>	4.35%	U

Almost 33% of the students wrote '*le misure adottate*' (back-translation: 'the measures adopted'), which was marked 'S'. If the string "*misure adottate * forza maggiore*" *site:.gov.it* is googled, many hits are obtained (see Appendix 35). The same can be said of '*le misure prese / intraprese*' (17%)

(back-translation: 'the measures taken / undertaken') (search query: "*misure prese|intraprese*" "*forza maggiore*" *site.gov.it*). The expression '*circa i / sui provvedimenti adottati / presi*' (13%) (back-translation: 'about the decisions / proceeding taken') was marked 'I' as targeted web searches show that '*provvedimenti adottati*' generally refers to government's or trade associations' decisions (search string: "*forza maggiore * provvedimenti adottati|presi*" *site:.it*). Also, corpus evidence shows the use of '*provvedimenti adottati*' in case of failure to pay for the services, or disputes in court. Target phrases such as '*gli step compiuti*' (4%) (back-translation: 'the steps undertaken') were marked 'U' as the queries "*step compiuti*" "*forza maggiore*" *site:.gov.it* and "*step compiuti*" "*forza maggiore*" *site:.it* generate no hits.

The percentages of the students' translations were as follows: 67% 'S', 22% 'I' and 11% 'U'.

The next expression is 'to mitigate the effect'. Its Italian equivalent in the corpus is '*per la rimozione o ripristino del suddetto caso di forza maggiore*' (back-translation: 'for the removal of the said force majeure event'). This phrase is obtained by looking for equivalents of 'affected party' in the corpus (see Appendix 34 and also § 4.1.3.2, Table 72, line 2). Table 165 below lists some of the students' translations.

Table 165. Students' renderings of 'to mitigate the effect'

Source text	Translations proposed by students	% of students	S/I/U
9. to mitigate the effect	<i>Per mitigare l'effetto / gli effetti</i>	47.83%	S
	<i>Per attenuare l'effetto / gli effetti</i>	17.39%	S
	<i>Per limitare gli effetti della già segnalata (causa di) forza maggiore</i>	8.70%	S
	<i>Per ridurre il disagio causato</i>	4.35%	I
	<i>Per moderare gli effetti</i>	2.17%	I

As can be seen, almost half of the students (48%) proposed a literal translation, which was marked 'S'. The Google search string "*mitigare * effetto|effetti * forza maggiore*" *site:.gov.it*, in fact, generated many hits. The same can be said of '*per attenuare gli effetti*' (17%) (back-translation: 'to attenuate the effects') (search string "*attenuare * effetto|effetti*" "*forza maggiore*" *site:.gov.it*) (see Appendix 35). Translations marked 'I' were the following: '*per ridurre il disagio causato*' (4%) (back-translation: 'to reduce the discomfort caused') and '*per moderare gli effetti*' (2%) (back-translation: 'to moderate the effects'). The former needs improvements because in the corpus, the

word *'disagio'* only refers to service interruptions due to technical reasons. In targeted web searches it mostly relates to psychological uneasiness (see Appendices 34 and 35). The expression *'per moderare gli effetti'* does not collocate with *'forza maggiore'*. The search string *"moderare * effetto|effetti" "forza maggiore" site:.gov.it*, in fact, generates results where *'effetti'* and *'moderare'* are unrelated to force majeure events (see Appendix 35).

The percentages of the students' target phrases were as follows: 93% 'S' and 7% 'I'.

The last phrase is 'of the notified Force Majeure', whose equivalents in the Italian corpus are *'del suddetto caso di Forza Maggiore'* and *'del caso di forza maggiore occorso'* (back-translations: 'of the said event of Force Majeure' and 'of the occurred event of force majeure'). Obtaining these phrases from the corpus is possible by noticing the words preceding and following *'forza maggiore'* (see Appendix 34). Table 166 reports some target phrases.

Table 166. Students' renderings of 'of the notified Force Majeure'

Source text	Translations proposed by students	% of students	S/I/U
10. of the notified Force Majeure	<i>Del già segnalato evento di forza maggiore</i>	21.74%	S
	<i>Della / dalla notificata forza maggiore</i>	19.57%	S
	<i>Della forza maggiore resa nota / invocata</i>	4.35%	S
	<i>I danni di forza maggiore</i>	2.17%	I

As can be seen, there are many satisfactory translations proposed by the students, such as *'del già segnalato evento di forza maggiore'* (22%) (back-translation: 'of the already signalled / notified event of force majeure'); *'della / dalla notificata forza maggiore'* (20%) (back-translation: 'of the notified force majeure'), and *'della forza maggiore resa nota / invocata'* (4%) (back-translation: 'of the force majeure known / invoked'). All these phrases produce many results in targeted websites (search strings: *"forza maggiore * segnalato|segnalata" site:.gov.it*; *"forza maggiore * notificata|notificato" site:.gov.it*, and *"forza maggiore * invocata" site:.gov.it*). The phrase *'i danni di forza maggiore'* (2%) (back-translation: 'the damage of force majeure') was marked 'I' as inconsistent and/or incomplete (e.g., the rendering of 'the notified' is missing). Moreover, web-based searches reveal that the target phrase mostly appears at the beginning of a clause or as a clause title (search string: *"danni di forza maggiore" site:.gov.it*) (see Appendix 35).

The rates of the students' translations were the following: 96% 'S' and 4% 'I'.

5.4.2 Corpus-based translation (English>Italian) of the second clause

On the basis of the corpus consultation carried out (and shown in Appendix 34), possible translations of the English clause are reported in Table 167 below. The text is divided into sections to allow a better comprehension of the varied target phrases.

Table 167. Source text and corpus-based translation(s) of the second clause

Source text	Corpus-based translation(s)
Upon the occurrence of a Force Majeure event	- <i>Al verificarsi di un caso di Forza Maggiore,</i> - <i>Se si verifica un caso di Forza Maggiore,</i>
the contractual obligations shall be suspended	- <i>la parte colpita sarà dispensata dall'esecuzione delle sue obbligazioni...</i> - <i>la parte inadempiente non potrà essere ritenuta responsabile per inadempimenti alle proprie obbligazioni...</i>
for any period during which the Affected Party is unable to perform.	- <i>nel limite di detti impedimenti.</i> - <i>per la durata di detti impedimenti.</i>
The Affected Party shall notify the Non-affected Party regularly in writing	<i>La parte colpita da un caso di forza maggiore dovrà tenere l'altra parte / la parte lesa costantemente informata per iscritto...</i>
of the steps taken	- <i>sulle modalità previste...</i> - <i>sulle azioni intraprese...</i> - <i>sui provvedimenti adottati...</i>
to mitigate the effect of the notified Force Majeure.	<i>...per la rimozione del suddetto caso di Forza Maggiore.</i>

The corpus-based analysis reported above is also shown in Appendix 34.

5.4.3 Overall marks of the students' second translation into Italian

Table 168 shows the overall marks of the students' proposed translations (see also Appendix 36).

Table 168. Overall marks of the students' second translation into Italian

Marks	Overall number of phrases proposed by the students	% (out of 111)
S	67	60.36%
I	27	24.32%
U	17	15.32%
<i>Total phrases / translations</i>	<i>111</i>	

The table above counts the target phrases suggested by the students to translate the English clause of Table 156 (or 167). In practice, the students proposed 111 different target phrases or expressions to translate the 10 source phrases of the second clause (see Appendix 33 to understand how number 111 is obtained). Amongst the 111 target phrases, 67 (60%) were satisfactory; 27 (24%) needed improvements, and 17 (15%) were unsatisfactory.

5.4.4 Discussion

On the basis of the figures reported above, it can be claimed that the quality and reliability of the students' translations into Italian increased markedly with respect to the first assignment. The rate of the satisfactory translations rose substantially from 37% of the first assignment to the current 60%, whereas the unsatisfactory decreased from 39% to 15% (see Table 142 and Table 168). It is worthwhile mentioning that the collocational and colligational issues in the translations into Italian decreased, as did those revolving around grammar and lexis. For these reasons, the 'U' marks dropped substantially. On the other hand, the 'I' marks remained constant (24%). This was probably due to the fact that some students proposed translation options by resorting to their previous knowledge or intuition, perhaps without properly verifying the use in context of the terms or phrases proposed. Alternatively, they may have guessed equivalents which were only partly correct, or only partially corroborated by corpus evidence. A case in point is the phrase '*per ridurre il disagio*' (back-translation: 'to reduce the discomfort') to render 'to mitigate the effect (of the force majeure)'. If analysed in context, the verb '*ridurre*' is used in Italian force majeure clauses; however, the word '*disagio*' actually refers to service interruptions or psychological discomfort. Hence, the target phrase is not apparently mentioned in force majeure clauses.

5.5 Final considerations

The table which follows brings together the rates of the marks of the four translations performed by the students in their first and second assignments.

Table 169. Overall marks of the target phrases (TP) proposed by the students in the first and second translation assignments

Marks	First translations		Second translations	
	% Ita > Eng (out of 87 TP)	% Eng > Ita (out of 90 TP)	% Ita > Eng (out of 126 TP)	% Eng > Ita (out of 111 TP)
S	41.38%	36.67%	61.11%	60.36%
S/I	1.15%	-	0.79%	-
I	12.64%	24.44%	19.84%	24.32%
U	44.83%	38.89%	18.25%	15.32%
<i>Total target phrases</i>	87	90	126	111

As can be seen in Table 169 above, the 'satisfactory' marks increased substantially in the second batch of translations. In the translations from Italian into English, for example, the 'S' increased from 41% to 61%, whereas in the translations from English into Italian, the 'S' mark rose from almost 37% to over 60%. At the same time, the 'unsatisfactory' marks dropped substantially, as they went from 45% to 18% in the Italian to English translations, and from 39% to 15% in the English to Italian translations.

There is, however, an increase in the translations into English that needed improvements (from nearly 13% to almost 20%). This could be due to the fact that the students may not have found exact target phrases in the corpus. For this reason, they could have tried to adjust the words they found in the corpus in a way that was not always consistent with (or recurrent in) the target legal language. Sometimes they may have resorted to intuition or previous knowledge, which helped in some circumstances, but produced awkward or infrequent results in others. On the other hand, the translations into Italian which needed improvements remained stable (24%).

As a whole, not only did the translation quality improve markedly, but the number of target phrases also increased substantially (from 87 to 126 for the translations into English, and from 90 to 111 for the translations into Italian). This probably means that the corpora helped find varied alternatives,

and that the students managed to consult the corpora effectively and extract terms or phrases which were satisfactory or, at least, partly correct.

Given the analyses carried out, the results obtained and the marks given, it can be claimed that corpus consultation helped the students notice samples of language patterns, as well as reproduce frequent and *ad hoc* collocations. At the same time, corpus analysis apparently tackled grammatical shortcomings as it allowed the participants to propose target phrases which, to some extent, were more adherent to authentic legal language and presented fewer grammatical issues. In this respect, it could be argued that corpus consultation helped produce native-like phrases and formulae.

5.6 Discussion on the results of the training experiment in light of literature findings

First of all, it is clear that the approach followed in the translation application is the one of 'corpus use for learning to translate' (Beeby et al. 2009, p. 1). According to this methodology, the lecturer pre-compiles a corpus which is consulted by learners. This approach was successful, as it did not put too much strain on students, who could concentrate on learning how to 'navigate' the comparable corpora (Zanettin 2001, p. 179) and develop analytical competences. As a matter of fact, it was possible for them to notice word usage in context, patterns of language and collocations. As stated by Zanettin (2015), 'close observation of corpus concordances and collocations can unveil syntactic and semantic patterns of lexis as occurring in natural language' (ibid., p. 441).

As mentioned by Machniewski (2006), comparable corpora are useful because they help understand the differences between the languages of source texts (see also Granger 2003, p. 19). In other words, they allow users to make comparisons between patterns of word usages in various languages (Zanettin 2012, p. 12). These claims are confirmed by the training experiment, since students had the possibility to grasp and appreciate the nuances between legal terms, such as 'termination', 'withdrawal' and *risoluzione, recesso*. Also, it is posited that comparable corpora help reduce the users' first language interference (Granger 2003, p. 19, Machniewski 2006). To fully confirm this statement, further lessons and corpus-based activities should be envisaged. Nonetheless, even in the limited time available during the observation study, many grammatical issues and lexical shortcomings decreased, as well as influences from the participants' first language, as discussed above. For examples, the expression *di non voler rinnovare* (back-translation: 'not to want to renew (the contract)'), was simplified as 'to terminate the agreement/contract' by some students. Hence, no literal rendering was proposed, but patterns of authentic, or natural-sounding, language.

As a matter of fact, comparable corpora are argued to raise awareness of target language conventions (Biel 2010, p. 13, see also Pan 2021, pp. 278-279), as well as to foster critical thinking (Biel 2017, pp. 326-332, Pan 2021, pp. 278-279). As regards the first aspect, the training experience clearly showed that the consultation of the English and Italian ToS helped find ready-made expressions (such as 'shall continue in full force and effect', or 'tacitly renewed', referring to a contract). Also, corpus analysis allowed students to notice recurrent grammatical or lexical phrases (such as 'shall be', 'notice of termination'), as well as formulae (e.g., 'without prejudice to'). The application study confirms that the two specialised corpora provided information on lexical and syntactical structures (Zanettin 2015, p. 441). In this way, the students' awareness of legal language terms and conventions was probably raised. As far as the development of critical thinking is concerned (Biel 2017, pp. 326-332), further corpus applications would be necessary to verify this postulate. It can be speculated, however, that as students were exposed to source and target legal terminology, they were able to assess equivalences at word level or, at least, grasp word usages in context. To some extent, this process would also lead to conceptualisation and more articulated reasoning in the long run (Pan 2021, pp. 278-279).

In this light, the translation experiment confirms Laviosa's (2002) argumentation on the effects of corpus consultation on students and on their increased capability to discern 'translational solutions' (*ibid.*, p. 107). Therefore, this translation experiment also corroborates Zanettin's (1998) claim on the fact that comparable corpora allow users to confirm 'translation hypotheses' (*ibid.*, p. 621). The increased number of target phrases in the second translation assignment is a clear indication in this sense.

Corpus analysis, in fact, is generally argued to help users explore and make hypotheses about a second or technical language (Zanettin 2014, p. 187). In this way, the learning process becomes a discovery experience (*ibid.*). Frankenberg-Garcia (2015) posits that corpora allow novice translators to cope with the difficulties of technical language (*ibid.*, p. 69). These claims are clearly corroborated by the results obtained in the translation application, as students could verify several translation options in the corpus and opt for the most suitable one(s) in the given context. In particular, some of them resorted to their background knowledge or intuition when querying words in the corpora. Hence, their translation 'hypotheses' could be either confirmed or challenged. In this sense, corpus analysis probably allowed them to make 'more informed translation decisions' (Vigier Moreno 2016, p. 104).

This experimental study also underpins Stewart's (2012) findings regarding the benefits of corpus

consultation on tackling students' recurrent issues such as false cognates, influences from their L1, (wrong) usages of words in context, and (in)frequent collocations (ibid., pp. 13-17). As a matter of fact, as discussed in detail in the previous sections, mistranslations and wrong collocations decreased substantially in the second translation assignment.

The results of the trial lessons confirm Makowska's (2016) argumentation on the fact that corpora provide solutions to translation issues and are resourceful when searching for equivalent terms (ibid., p. 62). In other words, the translation experiments prove that analysing corpus concordances helps students confirm translation options and 'find unforeseen solutions to translation problems' (Zanettin 2015, p. 439). Examples in this regard is the equivalent terminology found in the corpora regarding the contract 'automatic renewal for further periods of 12 months' (rendering the source phrase *il contratto si considererà tacitamente rinnovato di ulteriori 12 (dodici) mesi*, see Table 144 and Table 145), or *la parte colpita sarà dispensata dall'esecuzione delle sue obbligazioni* (translating 'the contractual obligations shall be suspended', see Table 158).

Also, given the positive results obtained from the second translation assignment, it can be speculated that corpus analysis increased the students' self-confidence in their translation output (Vigier Moreno 2019, p. 101).

The observations by Xing (2022, pp. 9-11) are also corroborated, since corpus analysis favoured the students' exposure to legal language and legal principles, and, hence, it probably fostered their language knowledge and translation skills. As regards the likelihood of standardising translators' behavioural patterns thanks to corpus consultation (ibid., p. 11), contrastive studies in the long term would be necessary in order to verify this assumption. However, it can be assumed that exposure to repetitive real-life patterns of language may lead to standardised translation options.

Further studies and analyses are called for to confirm (or challenge) the statements made by Römer (2022, p. 238), according to which the students' capability to reproduce formulae and phrases advances as their proficiency increases. Nonetheless, the results obtained in this initial experimental training are promising, given the substantial rise in the number of satisfactory target phrases in the second translation assignment.

The fact that corpus analysis allows users to self- and peer-monitor their translation process (Pan 2021, p. 279) would also need further investigations. As regards the first aspect (i.e., self-monitoring students' work), post-translation quality questionnaires could be envisaged in order to

verify how corpus consultation allows self-correction. As concerns the second aspect (i.e., peer-monitoring), group correction work could be planned to help students reflect on peers' translation choices.

In light of the findings described above, it can be stated that corpus consultation should be a practice to be gradually introduced in translator training for the several benefits and advantages discussed by the literature and corroborated in this research project. In particular, corpora could be used in conjunction with standard translation tools such as dictionaries (Esbrí Blasco 2015, p. 75, Frankenberg-Garcia 2015, p. 352, Prieto Ramos 2020, p. 280, Zanettin 2014, p. 179), provided that corpus consultation training is envisaged (Frankenberg-Garcia 2015, pp. 376-377). The argumentation that 'modern translation competence also includes corpus linguistic knowledge' (Varantola 2014, p. 69) is, hence, advocated in light of the results obtained in this research project.

As a matter of fact, on the one hand, corpora show word usage in context and patterns of language that many dictionaries do not mention or refer to (Zanettin 2015, p. 440). On the other hand, corpus users need to understand and discern the words' precise meaning(s) in context, otherwise their skills may not develop properly (ibid.). As posited by Zanettin (2015): 'translators often need to understand precise senses of meaning and nuances of use, and corpus concordancing provides access to a range of examples of actual language use which no dictionary can offer' (ibid., p. 440). In this regard, the translation application provides many instances where the students acknowledged the differences between specialised terms such as *recesso* and *risoluzione*, or 'refund' and 'reimbursement', etc. The increase in the rate of satisfactory target phrases is a clear example in this regard.

5.7 Conclusion

The aim of the trial lessons carried out with the 46 Master's students was to explore whether *ad hoc* corpora can increase the quality of legal translation and help deliver fine-grained, native-like texts, at least as far as terms of web hosting services are concerned. In particular, the translation application lessons aimed at investigating to what extent the ToS corpora implemented could be useful and reliable in translator training.

The sections above showed how corpus consultation allows translators to reduce the number and rate of unsatisfactory translations quite substantially and, at the same time, increase satisfactory

renderings. As for the rise in the number of translations that needed improvements (especially in the translations from Italian into English, i.e., into a second language), it could be speculated that further training in corpus analysis might be beneficial. It could help students notice patterns of language and improve familiarity with word clusters and legal formulae. It could also foster the capability of reading and understanding clauses effectively. It may be assumed, in fact, that some students extracted ready-made phrases without carefully considering the contexts in which they were used. Consequently, they did not question enough whether the target phrases they found served the same purposes and intent of the source phrases. Therefore, further training in corpus analysis, as well as in the specific language of contracts, might be beneficial.

The findings of this translator training experiment can be summarised as follows: the substantial decrease in the unsatisfactory translations, the marked increase in the satisfactory ones and the rise in the number and variety of target phrases proposed prove the success of the trial lessons and of the comparable corpora implemented. It can be claimed that consulting the ToS corpora allowed the students to address grammatical issues, avoid non-existent (or infrequent) terminology, notice collocations and colligations, and make lexical choices more adherent to 'authentic' language, i.e., to the country-specific legal language in use. As already mentioned in the previous chapters, knowledge of corpus consultation techniques was necessary in order to successfully carry out corpus-based translation.

The weakness of this translation application could lie in the limited time allowed between the first and the second lesson (i.e., one week). More time given to the students might have enabled them to practice longer and become better acquainted with the Sketch Engine platform and increase their familiarity with the two corpora. However, it could be argued that the students' standard academic workload would have not allowed enough time to explore the corpora and the platform functions anyhow, and that letting too much time pass between one lesson and the other may have resulted in some students 'forgetting' certain notions or instructions.

Further research could involve practitioners, such as experienced (legal) translators. For example, training sessions could be organised to show how to consult the corpora and carry out corpus-based translations of (other) ToS clauses. Alternatively, professional translators could propose different contract-sourced clauses (e.g., the ones they often deal with). The clauses would be translated by consulting the corpora implemented in this research project. In this way, it would be possible to ascertain the validity of the corpora and of this research project with experienced translators.

Finally, another project could be undertaken whereby the clauses of the second translation assignment are translated by another group of students by using any language resource, whereas the clauses of the current first translation assignment are translated by consulting the ToS corpora and a dictionary. In this way, interesting cross-analyses could be undertaken and it would be possible to explore and confirm that the students' current first translation can be improved by corpus analysis. Such a comparison would further corroborate the validity of the tools and methodologies proposed by this research project.

Hopefully, this experimental translator training will be duplicated and further classroom trial lessons will be carried out, with either other language pairs or different technical language. For example, the English-Maltese language combination could be investigated, and supply agreements, powers of attorney, articles or memorandums of associations could be focused on.

Conclusions

The aim of this research project was to provide a model for translator training through the use of corpora and propose a case study related to the domain of (general) terms and conditions of web hosting services. For this purpose, the project aimed to present, explore and investigate the legal language of (general) terms and conditions of web hosting services by creating English and Italian sub-corpora.

Comparative analyses were carried out to bring to the surface differences and commonalities in the application of legal principles, and to understand how these are reflected in (or influence the language of) English and Italian terms of web hosting services. In the final part of the research project, the corpora were used in two lessons carried out with Master's students in Translation Studies, where their usefulness and reliability were tested and assessed.

Chapter 1 focused on a comprehensive literature review describing the state of the art of corpus-based translation theories, as well as the peculiarities of legal language and legal translation. It can be argued that the research project results corroborate literature findings as they show the usefulness of corpora in sector-based translation, as well as in translator training.

Chapter 2 discussed in detail the methodology followed to build the two sub-corpora and it outlined the Sketch Engine platform functions used in the implementation of this research project. The chapter also described the organisation of the trial lessons and the students' profiles. The passages described in Chapter 2 will hopefully allow the full replication of the methodology applied. By following the methods described, in fact, it will be possible to create other corpora in any domain and use them in the translator training classroom.

Chapter 3 undertook comparative analyses between the common law and the civil law tradition, and unveiled the legal peculiarities of terms of web hosting services in both languages and in the two legal systems. In particular, the chapter shed light on how and whether it can be possible to source full or near equivalences in legal terminology on the basis of (or despite) different legal principles.

Proposing correspondences was sometimes easy and at other times arduous. In all circumstances, however, the researcher tried to find ways to adapt and translate terms and phrases from the source to the target language and legal system. The chapter discussed, in fact, the different legal consequences arising from terms of web hosting services, with a view to raising system-specificity

awareness and helping understand why perfect equivalents may be hard to find.

At times, the process of adaptation of many English common law principles to the Italian legal tradition (and vice-versa) was straightforward. In these cases, correspondences were mainly the result of the fact that the institutions, or codes of law, that the clauses entailed were present in both legal systems. For this reason, it was possible to find fully equivalent clauses, which were very similar in content, meaning, formulation and legal effects, at least in the two sub-corpora and in the subject-matter in question.

Other clauses presented some differences, which were mainly due to minor discrepancies between the two legal systems. Others were very different due to divergences in or the absence of corresponding target legal principles. Some clauses, for example, were superfluous according to Italian law, but have increasingly characterised international contracts. Therefore, they were mentioned in many clauses of the Italian sub-corpus, despite being almost irrelevant.

Finally, the chapter reported cases in which it was not possible to compare clauses, as the target legal system did not provide for the legal principles expressed in the source legal system. In these cases, it was highlighted that because of relevant discrepancies in the two legal traditions, it was impossible to establish equivalences.

As a whole, the chapter brought to the fore the main legal challenges that translators are confronted with when addressing terms of web hosting services (and contracts in general) in both English and Italian. The chapter showed how to meet these challenges by corpus analysis and it suggested consulting English and Italian statutes and case-law as reliable additional resources.

Differences between the two legal systems had to be constantly accounted for; hence, knowledge of the two legal systems, or at least of the subject-matter in question, was necessary. Also, clause contents needed full understanding in order to find acceptable rendering, provided that this was possible, and familiarity with corpus analysis techniques was pivotal.

Despite the many pitfalls encompassing legal translation, the chapter shed light on how corpus consultation is useful to retrieve reliable information and produce native-like translations from Italian into English and vice-versa, even when legal principles are different. The chapter proved that the two sub-corpora yielded insightful results and, if consulted together with authoritative sources, they can help unveil legal (dis)similarities between two legal systems and deliver accurate

translations.

Once the legal implications of terms of web hosting services were brought to the fore and clarified, detailed corpus analyses of words and lexical phrases were carried out.

Therefore, Chapter 4 aimed at investigating whether and to what extent the two sub-corpora helped find translation equivalents of single words, multiple words, phrases (e.g., noun phrases, verb phrases, adjectival phrases, etc.) and entire clauses. In particular, translation options were sourced from service- and contract-related terminology. The chapter showed how corpus consultation allows users to dispel doubts and find acceptable translations in both languages. Familiarity with corpus search techniques was necessary in order to search for and obtain consistent results.

As a matter of fact, by interrogating the two sub-corpora and looking for collocations and lemmas, as well as by noticing word usages in context, it was possible to retrieve near or full equivalents in the two languages. In some circumstances, searching for cognates sufficed to obtain acceptable translations. In these cases, dictionary entries were easily corroborated by corpus evidence. Also, noticing and understanding the words in the proximity of the node word was often useful to find collocations.

Other times, corpus analysis was rather intricate, as target terms or phrases presented morphological and/or syntactical changes which made them different from the corresponding source terms or phrases, or from expected (literal) translations. In these cases, analysing words and terms in context, as well as similar clauses in both languages, helped dispel doubts.

The searches carried out in the fourth chapter helped unveil fully equivalent clauses. Hence, the final sections were dedicated to English and Italian contract clauses with similar subject-matters, contents, meanings and usages of words.

Some of the chapter's interesting final recommendations revolved around the attitude that corpus users should adopt when approaching corpus-based translation or, more broadly, corpus consultation. They ought to pursue a variety of strategies ranging from resorting to their previous knowledge or intuition, to looking up words in dictionaries or 'playing' with them. This may entail exploring whether and how certain words collocate; analysing the words in the proximity of the node word, and understanding what a clause is about in order to find corresponding clauses or terminology in another language. This perspective should be inculcated in students in Translation

Studies.

The chapter also highlighted the importance of consulting reliable online resources, such as legal dictionaries and experts' forums. It confirmed the relevance of acknowledging the source and target legal systems. In this way, corpora can become supplementary language tools at the disposal of students in Translation Studies, translators, legal practitioners and scholars. Moreover, the teaching of the use of corpora should be accompanied by training in advanced online search strategies and research methods.

Chapter 5 was aimed at investigating whether the two sub-corpora could be useful in legal translator training and, if so, how they could be applied in the translator training classroom. To this aim, the chapter focused on two lessons carried out with Master's students in Translation Studies and showed how the consultation of the two sub-corpora could help them fine-grain their translations from and into English. To this aim, the students completed two translation assignments. For the first assignment, they used any language resource they felt comfortable with; for the second, they only consulted the two sub-corpora and bilingual or monolingual dictionaries.

The results of the first translation assignment highlighted some issues in the students' translations which revolved around lexis, collocations, colligations, cohesion, and grammar. The results of the second assignment showed remarkable improvements in the students' translations. Colligational, lexical and collocational issues decreased substantially, and the students proposed legal expressions and formulae correctly. Furthermore, many of them extracted pieces of sentences or formulae from the sub-corpora and composed correct phrases on their own. In this way, they wrote a variety of accurate or acceptable equivalents.

In addition to an increased translation accuracy, the chapter also reported a rise in the number and variety of target phrases. For the first assignments, the students proposed 87 and 90 target phrases overall (87 for the translations into English, and 90 for the translations into Italian). For the second assignments, they wrote 126 and 111 target phrases overall (126 for the translations into English, and 111 for the translations into Italian). This shows that corpus consultation helps find a wider range of correct renderings. Therefore, the chapter findings highlight that corpus analysis allows students to reduce unsatisfactory translations and, at the same time, increase the quality and range of the satisfactory ones. These findings prove the success of the use of the two sub-corpora in translator training.

The chapter also raised an important issue revolving around the possibility to find incorrect nomenclature or inconsistent usages of terms in a corpus. This may be due to the fact that corpora are authentic, i.e., they contain language that is not intended for learning purposes but mirror real-life situations and, hence, recurrent mistakes. On the one hand, this can be acceptable as long as the correct terminology and the correct usages of terms in a corpus outnumber wrong or inconsistent words or phrases. On the other hand, in a training context lecturers need to know how to handle such discrepancies and inconsistencies. Hence, they have to be acquainted with the correct terminology to address possible misunderstandings and warn students against mistranslations. To some extent, some incorrectness in a corpus can be considered pedagogical, as it is an opportunity to teach students to detect and correct recurrent mistakes.

Answering the research questions

The research questions that this project addressed were the following: 1) How and to what extent can English and Italian comparable corpora of terms and conditions of web hosting services cater for the needs of legal translators, legal translation students, legal practitioners and scholars interested in legal language? 2) Can such corpora be considered qualitatively reliable and useful to deliver accurate translations of terms of (web hosting) services? 3) Can they be used as (supplementary) language tools in translator training (and translation practice)? 4) Do they help produce translations that are accurate, native-like and that resemble authentic legal language, at least in the field tackled by the research project (i.e., web hosting services)?

As regards the first research question, the chapters showed that corpora can be considered reliable language tools in support of the users' prior knowledge and intuition. They help increase the translation quality and, probably, the users' confidence. In this sense, they provide for translators' needs and help dispel doubts about the best translation options. They show word usages in context, as well as clauses dealing with the same (or similar) subject-matters. For these reasons, the corpora implemented in this research project can be considered qualitatively reliable and useful when addressing terms of web hosting services.

In reply to the second research question ('Can such corpora be considered qualitatively reliable and useful to deliver accurate translations of terms of (web hosting) services?'), the research project showed that they are useful language resources because they help fine-grain the translation. The corpora implemented in this research project, in fact, proved to be valid and reliable not only to find equivalent terms, phrases and clauses, but also to unveil (dis)similarities from a legal perspective and to help reflect on how challenges in legal translation can be addressed. Furthermore, the ToS

corpora showed a variety of alternative translation options, which are useful in both translator training and translation practice. In this way, they can be considered reliable and useful.

As concerns the third question ('Can they be used as (supplementary) language tools in translator training (and translation practice)?'), the findings of this research project corroborate the successful application of the corpora implemented. The results of the translator training classroom observation confirmed that consulting corpora improves the translation quality and helps deliver accurate and native-like target phrases. On the other hand, the research project highlighted the importance of corpus consultation training in order to raise the user's familiarity with the tools. In addition, as mentioned throughout the chapters, corpora should not be the only translation tool used. A wide spectrum of language resources ought to be considered, especially when addressing legal texts, such as experts' forums, legal dictionaries, the source and target case-law and statutes, as well as other authoritative legal documents, on condition that the source and target legal systems are always taken into account. In this way, corpora are effective supplementary language tools in translator training (as shown in the case study presented), and, most likely, they can be successfully integrated in translation practice.

In answering the fourth question ('Do they help produce translations that are accurate, native-like and that resemble authentic legal language, at least in the field tackled by the research project?'), the fact that the corpora are composed of authentic materials allows users to produce translations that are native-like and that resemble authentic legal language, at least in the field of 'web hosting services'. In addition, it can be speculated that consulting the corpora helps deepen legal language knowledge and raise system-specificity awareness, contributing, in this way, to increasing the quality and native-likeness of the target texts.

Other applications of the corpora could be found in the translation of other corporate documents such as contracts and agreements. As a matter of fact, the corpora contain terminology which expresses the legal principles characterising the contract law of the civil law and common law systems. Hence, they could be helpful when addressing, for example, supply agreements or sales agreements, as these rely on many of the legal principles discussed in this research project. In this way, the corpora may be used when tackling Contract Law in translator training and translation practice.

Limitations of the empirical study

A limitation of this research study lies in the fact that the students of only one University were

included in the translation project. Considering a larger number of students may have produced more refined results, especially in terms of representativeness and generalisation of the findings. However, this research project is an initial step that, hopefully, will pave the way for further analyses and academic investigations in the field. For a qualitative pilot study, 46 students may be considered satisfactory, although a larger number of participants would have given the opportunity to generalise the findings and draw more robust conclusions on the role of corpora in translator training with a specific focus on legal texts.

Another limitation is the nature or type of the documents considered; comprising further legal genres could yield more insightful results and help generalise the findings. However, the private nature of many corporate documents would have prevented the dissemination of the project's results, if not the carrying out of the research project itself.

Finally, this research project could have been more complete with end-of-lesson questionnaires, aimed at verifying the students' appreciation of the corpora and their overall impression of corpus-based translation. At the same time, however, realistic answers could only be provided in the long run, i.e., after a prolonged exposure to corpus analyses and corpus-based (legal) translations.

Further research

Future research could encompass other legal private documents, such as memoranda of understanding, petitions, powers of attorney, etc. International law firms could be involved in research activities and may grant authorisation to use their contract drafts to compose other legal corpora. In this way, there would not be any data protection issue and various corpora composed of private legal documents could be accessible to the public.

Future research may also involve other language combinations. For example, terms of service written in other languages could form corpora for translations from and into other languages (such as English and Maltese). As Chapter 2 described rigorously the methodologies followed to retrieve the documents and compose the corpora, the present study and research activities could be replicated and carried out for other languages and/or in other settings (e.g., financial, medical, etc.).

Also, more groups of students could be involved in the training activities and more sets of clauses translated via corpus analysis. Participants could also undergo extensive training in corpus consultation and/or legal translation in order to verify whether solid knowledge of corpus search techniques and an increased familiarity with legal translation would confirm or challenge the results

obtained. Further research may, for instance, explore the extent to which a prolonged exposure to legal corpus analyses raises system-specificity awareness and deepens legal language knowledge.

The model proposed by this research study could be integrated in an academic curriculum addressing technical translation and/or CAT tools. It would be best suited in a Master's or post-graduate course in Translation Studies. The reasons can be found in the fact that, along their course of study, Master's or post-graduate students gather experience in technical translation. Therefore, they could put their knowledge to use, and be prone to integrate their existing skills with new technical ones.

Finally, the practical aspects of this research project could be extended to translation practice by carrying out observation studies involving (legal) translators and/or international lawyers with experience in translation. Participants could be taught how to carry out corpus analyses of contract-based corpora to perform short translation assignments in their fields of expertise (e.g., commercial law, civil law, etc.).

Original contributions to the field

The contributions of this study to academic research are manifold. On the one hand, this research project created and used corpora of terms of service (i.e., private legal documents) that were previously unavailable to the public due to confidentiality and privacy issues. From now on, the academic community can benefit from accessibility of ToS in English and Italian. Such corpora can be consulted for research, study, training, system awareness-raising, and language learning purposes. Many legal language in-depth analyses can be carried out and training sessions organised thanks to the implementation and availability of such corpora. The legal language of private documents is finally accessible to the whole academic community and can be explored and discussed in detail by using and consulting the corpora.

On the other hand, this research project highlighted and confirmed that corpora are useful in the legal language training classroom. They should be opted for when teaching students and translators; they ought to be constantly referred to as additional language resources to tap into. The advantages and benefits resulting from corpus consultation greatly outnumber the initial perceived disadvantage of dealing with a time-consuming (or distracting) tool. For this reason, corpus analysis training should be introduced in the academic curriculum and students ought to be gradually taught how to build and consult DIY corpora.

Also, this research project showed how corpus consultation can be carried out to build bilingual glossaries and phrase banks. Some of the annexes of this study (e.g., Appendix 16, Appendix 18 and Appendix 19) can be consulted by students in Translation Studies, translators, lawyers and legal practitioners in order to dispel doubts on near and full equivalents, or false cognates. The glossaries and phraseology banks are precious sector language resources that translators and legal practitioners could use in their academic and professional career. They can also become resourceful to the legal language teacher, when explaining differences or similarities among legal terms. In this regard, the phrase bank on equivalent clauses (Appendix 13 and Appendix 20) are particularly insightful, as they help notice similarities not only in single words or phrases, but in entire clauses, also from a legal perspective.

In light of the above, it is hoped that this research project showed how corpora are a useful tool whose use ought to be taught to translation students for them to undertake specialised terminology searches effectively and to meet technical translation challenges.

Reference List

- ABATE, S. C., 1998. *Il documento legale anglosassone*. Milan: Hoepli.
- ALCARAZ VARÓ, E., 1994. *El Inglés Jurídico*. Barcelona: Editorial Ariel.
- ALCARAZ VARÓ, E. and HUGHES, B., 2002. *Legal translation explained*. Manchester: St. Jerome Publishing.
- ANDERSON, W. and CORBETT, J., 2017. *Exploring English with online corpora. Second Edition*. Basingstoke: Palgrave Macmillan.
- ANDRADES MORENO, A., 2013. Internet como fuente para la compilación de corpus jurídicos. *Enlaces*, 15, pp. 1–15.
- ANTHONY, L., 2022. *AntConc. Build 4.0.10*. Tokyo, Japan: Waseda University, [Online]. Available: <http://www.laurenceanthony.net/software> (June 30, 2023)
- ASHLEY, P., RUTHERFORD, D. and HOULHAN, M., 2020. Understanding Consequential Loss. *International Disputes Digest*, pp. 22-25, [Online]. Available: <https://cms.law/en/media/international/files/publications/publications/international-disputes-digest-winter-edition-2020?v=2> (June 30, 2023)
- ASTON, G., 2009. Foreword. In: A. BEEBY, P. RODRÍGUEZ INÉS and P. SÁNCHEZ-GIJÓN, eds, *Corpus use and translating. Corpus use for learning to translate and learning corpus use to translate*. Amsterdam: John Benjamins, pp. ix-x.
- ATIYAH, P. S., 1995. *An introduction to the law of the contract*. Oxford: Clarendon Press.
- BAKER, M., 2011. *In other words: a course on translation. Second Edition*. London/New York: Routledge.
- BARONI, M. and BERNARDINI, S., 2004. BootCaT: Bootstrapping corpora and terms from the web. *Proceedings of LREC 2004*, [Online]. Available: sslmit.unibo.it/~baroni/publications/lrec2004/bootcat_lrec_2004.pdf (June 30, 2023)
- BEEBY, A., RODRÍGUEZ INÉS, P. and SÁNCHEZ-GIJÓN, P., 2009. Introduction. In: A. BEEBY, P. RODRÍGUEZ INÉS and P. SÁNCHEZ-GIJÓN, eds, *Corpus use and translating. Corpus use for learning to translate and learning corpus use to translate*. Amsterdam: John Benjamins, pp. 1-8.
- BELLIA, M., 2013. Concorrenza sleale da storno di dipendenti e sua interpretazione nella giurisprudenza più recente. *Rivista di diritto industriale*, 4-5, pp. 260-299.
- BENNET, G. R., 2010. *Using corpora in the language learning classroom: corpus linguistics for teachers*. Ann Arbor, Mi: University of Michigan Press.
- BERETTA, M. G., 2009. Le dieci regole d'oro per tutelarsi nei contratti commerciali. *Dispense Assolombarda*, [Online]. Available: https://www.assolombarda.it/fs/20111128153714_158.pdf (June 30, 2023)
- BERNARDINI, S., 2022. How to use corpora for translation. In A. O' KEEFFE and M. J. MCCARTHY, eds, *The Routledge handbook of corpus linguistics. Second Edition*. Abingdon:

Routledge, pp. 485-498.

BERNARDINI, S. and FERRARESI A., 2022. Corpus linguistics. In: F. ZANETTIN and C. RUNDLE, eds, *The Routledge handbook of Translation and Methodology*. New York: Routledge, pp. 207-222.

BERNARDINI, S., BARONI, M. and EVERT, S. 2006. A WaCky introduction. In: S. BERNARDINI, M. BARONI and S. EVERT, eds, *WaCky! Working Papers on the Web as Corpus*. Bologna: Gedit, pp. 9-40.

BHATIA, V. K., 2013. *Analyzing genre: language use in professional settings*. Abingdon/New York: Routledge.

BHATIA, V. K., 1997. Translating legal genres. In: A. TROSBORG, ed, *Text Typology and Translation*. Amsterdam: John Benjamins, pp. 203-214.

BHATIA, V. K., LANGTON, N. M. and LUNG, J., 2004. Legal discourse: opportunities and threats for corpus linguistics. In: U. CONNOR and T. A. UPTON, eds, *Discourse in the Professions. Perspectives from corpus linguistics*. Amsterdam/Philadelphia: John Benjamins, pp. 203-231.

BIANCHI, F., 2012. *Culture Corpora and Semantics Methodological Issues in Using Elicited and Corpus Data For Cultural Comparison*. Lancaster: Lancaster University.

BIBER, D., 1993. Representativeness in corpus design. *Literary and Linguistic Computing*, 8(4), pp. 243-257.

BIEL, Ł., 2018 Corpora in institutional legal translation: small steps and the big picture. In: F. PRIETO RAMOS, ed, *Institutional Translation for International Governance: Enhancing Quality in Multilingual Legal Communication*. London: Bloomsbury, pp. 25-36.

BIEL, Ł., 2017. Enhancing the communicative dimension of legal translation: comparable corpora in the research-informed classroom. *The Interpreter and Translator Trainer*, 11(4), pp. 316-336.

BIEL, Ł., 2015. Phraseological profiles of legislative genres: complex prepositions as a special case of legal phrasemes in EU law and national law. *Fachsprache*, 3-4, pp. 139-160.

BIEL, Ł., 2010. Corpus-based studies of legal language for translation purposes: methodological and practical potential. In: C. HEINE and J. ENGBERG, eds, *Reconceptualizing LSP. Online proceedings of the XVII European LSP Symposium 2009*, pp. 1-19, [Online]. Available: <http://www.asb.dk/fileadmin/www.asb.dk/isek/biel.pdf> (June 30, 2023)

BIEL, Ł., 2008. Legal terminology in translation practice: dictionaries, googling or discussion forums? *SKASE Journal of Translation and Interpretation*, 3, pp. 22-38.

BONDI, M. and DIANI, G., 2010. Conveying deontic values in English and Italian contracts: a cross-cultural analysis. *ESP Across Cultures*, 7, pp. 7-24.

BOULTON, A., 2011. Blending research methods: qualitative and quantitative approaches to researching computer corpora for language learning. *Proceedings of KAMALL 2011: New Directions for Blended Learning in EFL*. Daejeon: Pai Chai University, South Korea, pp. 63-74.

BOWKER, L. and PEARSON, J., 2002. *Working with specialized language: a practical guide to*

using corpora. London/New York: Routledge.

BRUTI, S., 2009. Translating compliments and insults in the Pavia Corpus of Film Dialogue: two sides of the same coin. In: M. FREDDI and M. PAVESI, eds, *Analysing Audiovisual Dialogue. Linguistic and translational insights*. Bologna, Clueb, pp. 143-163.

BYRNE, J., 2006. *Technical translation. usability strategies for translating technical documentation*. Dordrecht: Springer.

CAGGIANO, I. A., 2016. Disgorgement, compensation and restitution: a comparative approach. *Global Jurist*, 16(2), pp. 243–266.

CAO, D., 2007. *Translating Law*. Clevedon: Multilingual Matters.

CAPPELLI, G., 2016. English for tourism - Using translated texts in the classroom to improve writing skills. *Lingue e Linguaggi*, 17, pp. 21-38.

CASTRONOVO, F., 2017. *Autonomia contrattuale e disponibilità dell'integrazione*. Turin: Giappichelli.

CHEN-WISHART, M., 2018. *Contract law. Sixth Edition*. Oxford: Oxford University Press.

CHENG, W. and LEUNG, M., 2012. Exploring phraseological variations by concgramming: The realisation of complete patterns of variations. *Linguistic Research*, 29(3), pp. 617-638.

CHRISTIE, G. C., 1964. Vagueness and legal language. *Minnesota Law Review*, 48, pp. 885-911.

CHROMÁ, M., 2016. Traps of English as a target language in legal translation. *Comparative Legilinguistics*, 26, pp. 71-97.

CIRILLO, L., 2018. From the Stinking Bishop to the Abbucciato Aretino (and back) - Using corpora in the translation classroom. *inTRAlinea*, Special Issue: Translation And Interpreting for Language Learners (TAIL), [Online]. Available: https://www.intralinea.org/specials/article/from_the_stinking_bishop_to_the_abbucciato_aretino_and_back (June 30, 2023)

CITARELLA, V., 2016. *La penale esigua e l'equità del contratto*. Turin: Giappichelli.

CLEAR, J., 1993. From Firth principles: computational tools for the study of collocation. In: M. BAKER, G. FRANCIS and E. TOGNINI-BONELLI, eds, *Text and Technology*. Amsterdam: John Benjamins, pp. 271-292.

COBB, T., 2004. The Compleat Lexical Tutor, v.4. *TESL-EJ*, 8(3), [Online]. Available: <http://www.tesl-ej.org/wordpress/issues/volume8/ej31/ej31m2/?wscr> (June 30, 2023)

COLONNA DAHLMAN, R., 2006. *Specialità del linguaggio giuridico italiano*. Ph.D. Thesis, Lund, Sweden: Lunds Universitet.

CONFORTINI, M., 2018. Autonomia privata e giurisdizione. *Jus Civile*, 3, pp. 413-419, [Online]. Available http://www.juscivile.it/contributi/2018/30_Confortini.pdf (June 30, 2023)

- CORDERO-MOSS, G., 2011. *Boilerplate clauses, International commercial contracts and the applicable law*. Cambridge: Cambridge University Press.
- CORDERO-MOSS, G., 2014. *International commercial contracts: applicable sources and enforceability*. Cambridge: Cambridge University Press.
- CORPAS PASTOR, G., 2004. Localización de recursos y compilación de corpus vía internet: aplicaciones para la didáctica de la traducción médica especializada. In: C. GONZALO-GARCÍA and V. GARCÍA-YEBRA, eds, *Manual de documentación y terminología para la traducción especializada*. Madrid: Arco, pp. 223-258.
- CORPAS PASTOR, G. and SEGHIRI M., 2009. Virtual corpora and documentation resources. In: A. BEEBY, P. RODRÍGUEZ INÉS and P. SÁNCHEZ-GIJÓN, eds, *Corpus use and translating. Corpus use for learning to translate and learning corpus use to translate*. Amsterdam: John Benjamins, pp. 75-108.
- COULTHARD, M. and JOHNSON, A., 2007. *An introduction to forensic linguistics. language in evidence*. London/New York: Routledge.
- CURRIE OATES, L., ENQUIST, A. and FRANCIS, J., 2018. *The legal writing handbook. analysis, research, and writing. Seventh Edition*. New York: Wolters Kluwer.
- CUSKLEY, C. F., PUGLIESE, M., CASTELLANO, C., COLAIORI, F., LORETO, V. and TRIA, F., 2014. internal and external dynamics in language: evidence from verb regularity in a historical corpus of English. *PLOS ONE*, 9(8), [Online]. Available: <https://doi.org/10.1371/journal.pone.0102882> (June 30, 2023)
- DANI, G., 2019. English and Italian land contracts: a cross-linguistic analysis. In: T. FANEGO and P. RODRÍGUEZ-PUENTE, eds, *Corpus-based Research on Variation in English Legal Discourse*. Amsterdam: John Benjamins, pp. 25-50.
- DAVIES, M., 2008. *The Corpus of Contemporary American English (COCA): 520 million words, 1990-present*, [Online]. Available: <http://corpus.byu.edu/coca/> (June 30, 2023)
- DAVIES, M., 2004. *British National Corpus* (from Oxford University Press), [Online] Available: <https://www.english-corpora.org/bnc/> (June 30, 2023)
- DE GROOT, G. R. and VAN LAER, C. J. P., 2008. *The quality of legal dictionaries: an assessment*. Maastricht: University of Maastricht.
- DE NOVA, G., 2007. The Law which governs this agreements is the law of the Republic of Italy: Il contratto alieno. *Il Diritto del Commercio Internazionale*, 21(1), [Online]. Available: https://www.fondazioneforensebolognese.it/files/eventi_file/giorgio_de_nova_il_contratto_alieno_2_.pdf (June 30, 2023)
- DE NOVA, G., 2006. *I contratti atipici e i contratti disciplinati da leggi speciali: verso una riforma?* *Rivista di Diritto Civile*, 52(6), pp. 345-349.
- DI MARZIO, F., 2016. Clausole limitative della responsabilità e contratti del consumatore. *Diritto e Giurisprudenza Agraria Alimentare e dell'Ambiente*, 2, pp. 1-12, [Online]. Available: <https://www.rivistadga.it/wp-content/uploads/sites/34/2019/04/Di-Marzio-Clausole-limitative.pdf>

(June 30, 2023)

DURÁN MUÑOZ, I., 2012. Meeting translators' needs: translation-oriented terminological management and applications. *JoSTrans*, Special issue on Terminology, Phraseology and Translation, pp. 77-92.

ENDICOTT, T., 2000. *Vagueness and law*. Oxford: Oxford University Press.

ENRÍQUEZ RAÍDO, V., 2014. *Translation and web searching*. New York: Routledge.

ESBRÍ BLASCO, M., 2015. A cognitive linguistic analysis of the cooking domain and its implementation in the EFL classroom as a way of enhancing effective vocabulary teaching. *Procedia - Social and Behavioral Sciences*, 178, pp. 70-77.

EWALD, J., 2008. Linguistics. In: E. YORK DROGIN, ed, *Science for Lawyers*. Chicago: American Bar Association, pp. 215-246.

FALVO, A., 2019. *Tipologie di risarcimento del danno contrattuale. Profili di diritto comparato*. M.A. Dissertation. Rome: University of Rome La Sapienza, [Online]. Available: <https://www.brocardi.it/tesi-di-laurea/tipologie-risarcimento-danno-contrattuale-profili-diritto-comparato/230.html> (June 30, 2023)

FANTINUOLI, C. and ZANETTIN, F., 2015. Creating and using multilingual corpora in translation studies. In: C. FANTINUOLI and F. ZANETTIN, eds, *New directions in corpus-based translation studies*. Berlin: Language Science Press, pp. 1-10.

FARR, F., 2008. Evaluating the use of corpus-based instruction in a language teacher education context: perspectives from the users. *Language Awareness*, 17(1), pp. 25-43.

FERRARESI, A., 2009. Google and beyond: web-as-corpus methodologies for translators, *Revista Tradumàtica*, 7, [Online]. Available: <https://ddd.uab.cat/pub/tradumatica/15787559n7/15787559n7a4.pdf> (June 30, 2023)

FEST, J., 2015. Corpora in the Social Sciences – How corpus-based approaches can support qualitative interview analyses. *Revista de Lengüas para Fines Específicos*, 21(2), pp. 48-69.

FONTAINE, M. and DE LY, F., 2008. *La redazione dei contratti internazionali. A partire dall'analisi delle clausole*. Milan: Giuffrè.

FRANCIS, N. W. and KUČERA, H., 1982. *Frequency analysis of English usage: Lexicon and Grammar*. Boston: Houghton Mifflin.

FRANKENBERG-GARCIA, A., 2019. A corpus study of splitting and joining sentences in translation. *Corpora*, 14(1), pp. 1-30.

FRANKENBERG-GARCIA, A., 2015. Training translators to use corpora hands-on: challenges and reactions by a group of 13 students at a UK university. *Corpora*, 10(2), pp. 351-380.

FREDDI, M., 2012. What AVT Can Make of Corpora: Some Findings from the Pavia Corpus of Film Dialogue. In: A. REMAEL, P. ORERO and M. CARROLL, eds, *Audiovisual Translation and Media Accessibility at the Crossroads*. Leiden: Brill Rodopi, pp. 381-407.

- GALDIA, M., 2009. *Legal Linguistics*. Frankfurt Am Main: Peter Lang.
- GALLEGO-HERNÁNDEZ, D., 2016. Developing trainee translators' instrumental subcompetence using query tools and corpora. In: G. CORPAS PASTOR and M. SEGHIRI, eds, *Corpus-Based Approaches to Translation and Interpreting. From Theory to Applications*. Frankfurt: Peter Lang, pp. 173-194.
- GALLEGO-HERNÁNDEZ, D., 2015. The use of corpora as translation resources: a study based on a survey of Spanish professional translators. *Perspectives*, 23(3), pp. 375-391.
- GAMBARO, A. and SACCO, R., 2000. *Sistemi Giuridici Comparati*. Turin: UTET.
- GANDIN, S., 2016. Teaching and learning the language of tourism as an LSP: corpus-based approaches. In D. GALLERGO-HERNÁNDEZ, ed, *New Insights into Corpora and Translation*. Newcastle upon Tyne: Cambridge Scholars Publishing, pp. 93-110.
- GARZIA, M., 2015. *Representations and warranties nei contratti di acquisizione di partecipazioni sociali. Un'analisi comparatistica*. M.A. Dissertation, Rome: Luiss University, [Online]. Available: <https://tesi.luiss.it/16253/> (June 30, 2023)
- GATTO, M., 2014. *Web as corpus: Theory and Practice*. London: Bloomsbury.
- GAVIOLI, L. and ZANETTIN, F., 2000. I corpora bilingui nell'apprendimento della traduzione. Riflessioni su un'esperienza pedagogica. In S. BERNARDINI and F. ZANETTIN, eds, *I corpora nella didattica della traduzione: corpus use and learning to translate*. Bologna: Cooperativa Libreria Universitaria Editrice Bologna, pp. 31-44.
- GENETTE, M., 2016. *How reliable are online bilingual concordancers? An investigation of Linguee, TradooIT, WeBiText and ReversoContext and their reliability through a contrastive analysis of complex prepositions from French to English*. M.A. Dissertation, Oslo: Université Catholique De Louvain & Universitetet i Oslo, [Online]. Available: https://www.duo.uio.no/bitstream/handle/10852/51577/MAtesis_Marie_GENETTE.pdf?sequence=1 (June 30, 2023)
- GIAMPIERI, P., 2021. Can corpus consultation compensate for lack of knowledge in legal translation training? *Comparative Legilinguistics*, 46, pp. 5-35.
- GIAMPIERI, P., 2020. Volcanic experiences: comparing non-corpus-based translations with corpus-based translations in translation training. *Perspectives*, 28(1), pp. 46-63.
- GIAMPIERI, P., 2019. The web as a legal language resource. *International Journal of Legal Discourse*, 4(1), pp. 109-121.
- GIAMPIERI, P., 2018. The Web as corpus and online corpora for legal translations. *Comparative Legilinguistics*, 33, pp. 35-55.
- GIAMPIERI, P., 2016. A critical comparative analysis of online tools for legal translations. *The Italian Law Journal*, 2(2), pp. 445-461.
- GIAMPIERI, P. and LABRUZZO FORSAW, C. M., 2021. *Technical Translations: a corpus approach for Italian and English speakers*. Turin: Celid.

- GIAMPIERI, P. and MILANI, G., 2021. Legal corpora: a trial lesson with translators and lawyers, *International Journal of Language Studies*, 15(1), pp. 47-66.
- GOLDMAN, A. J. and SIGISMOND, W. D., 2014. *Business Law: Principles and Practices*. Boston: Cengage Learning.
- GRAZIADEI, M., 2015. Law, language and multilingualism in Europe: the call for a new legal culture. In: S. ŠARČEVIĆ, ed, *Language and Culture in EU Law: Multidisciplinary Perspectives*. Farnham: Ashgate, pp. 17-32.
- GRANGER, S., 2003. The corpus approach: a common way forward for Contrastive Linguistics and Translation Studies? In: S. GRANGER, J. LEROT and S. PETCH-TYSON, eds, *Corpus-based Approaches to Contrastive Linguistics and Translation Studies*. Amsterdam and New York: Rodopi, pp. 17-29.
- GUSTAFSSON, M., 1984. The syntactic features of binomial expressions in legal English. *Text - Interdisciplinary Journal for the Study of Discourse*, 4(1-3), pp. 123-142.
- GUTIÉRREZ FLORIDO, R., CORPAS PASTOR, G. and SEGHIRI, M., 2016. Trainees' perspective on the use of corpora in translation and interpreting: a trip into the unknown. In: G. CORPAS PASTOR and M. SEGHIRI, eds, *Corpus-Based Approaches to Translation and Interpreting. From Theory to Applications*. Frankfurt: Peter Lang, pp. 239-252.
- HANSEN, G., 2009. A classification of errors in translation and revision. In: M. FORSTNER, H. LEE-JAHNKE and P. A. SCHMITT, eds, *CIUTI-Forum 2008: Enhancing Translation Quality: Ways, Means, Methods*. Bern/Berlin: Peter Lang, pp. 313-326.
- HARVEY, M., 2002. What is so special about legal translation? *Meta*, 47(2), pp. 177-185.
- HÉDOIN, C., 2021. The beliefs-rules-equilibrium account of institutions: a contribution to a naturalistic social ontology. *Journal of Social Ontology*, 7(1), pp. 73-96.
- HILL, G. N. and THOMPSON HILL, K., 2002. *The People's Law Dictionary*. New York: MJF Books.
- HOENEN, A., KOC, C. and RAHN, M. D., 2020. A manual for web corpus crawling of low resource languages. *Umanistica Digitale*, 4(8), pp. 79-103.
- HOSTE, V., VANOPSTAL, K., TERRYN, A.R. and LEFEVER, E., 2019. The Trade-off between Quantity and Quality. Comparing a Large Crawled Corpus and a Small Focused Corpus for Medical Terminology Extraction. *Across Languages and Cultures*, 20, pp. 197-211.
- HÜNING, M., 2008. *TextSTAT. version 2.9*, [Online]. Available: <http://neon.niederlandistik.fu-berlin.de/en/textstat/> (June 30, 2023)
- HUNSTON, S., 2002. *Corpora in applied linguistics*. Cambridge: Cambridge University Press.
- JACOMETTI, V. and POZZO, B., 2018. *Traduttologia e linguaggio giuridico*. Milan: Wolters Kluwer.
- JENSEN, V., MOUSTEN, B. and LAURSEN, A. L., 2012. Electronic corpora as translation tools: a solution in practice. *Communication & Language at Work*, 1(1), pp. 21-33.

- JOHNSON, A. and COULTHARD, M., 2010. Introduction. In: M. COULTHARD and A. JOHNSON, eds, *The Routledge handbook of forensic linguistics*. Abingdon: Routledge, pp. 1-16.
- KILGARRIFF, A., 2007. Googleology is bad science. *Computational Linguistics*, 33(1), pp. 147-151.
- KILGARRIFF, A., RYCHLÝ, P., SMRŽ, P. and TUGWELL, D., 2004. Itri-04-08 the Sketch Engine. *Information Technology*, [Online]. Available: <http://www.sketchengine.eu> (June 30, 2023)
- KILLMAN, J., 2017. Applicability of EU multilingual resources: a case study of the translation into English of legal vocabulary in the judicial context of Spain. *Babel*, 63(6), pp. 861-889.
- KÜBLER, N., 2003. Corpora and LSP translation. In: F. ZANETTIN, S. BERNARDINI and D. STEWART, eds, *Corpora in Translator Education*. Manchester: St. Jerome, pp. 25-42.
- KRÜGER, R., 2012. Working with corpora in the translation classroom. *Studies in Second Language Learning and Teaching*, 4, pp. 505-525.
- LAURSEN, A. L. and PELLÓN, I. A., 2012. Text Corpora in Translator Training. *The Interpreter and Translator Trainer*, 6(1), pp. 45-70.
- LAVIOSA, S., 2002. *Corpus-based Translation Studies: Theory, Findings, Applications*. Amsterdam/New York: Rodopi.
- LAW, J., 2015. *A Dictionary of Law. Eighth Edition*. Oxford: Oxford University Press.
- LAW, J., 2014. *A Dictionary of Finance and Banking. Fifth Edition*. Oxford: Oxford University Press.
- LI, Y. and QIAN, D. D., 2010. Profiling the Academic Word List (AWL) in a financial corpus. *System*, 38(3), pp. 402-411.
- LONGINOTTI, D., 2009. Problemi specifici della traduzione giuridica. *Quaderni di Palazzo Serra*, 17, pp. 1-38, [Online]. Available: <http://www.disclic.unige.it/pub/17/longinotti.pdf> (June 30, 2023)
- LUCCHINI GUASTALLA, E., 2016. La severability clause. In: G. ALPA, ed, *Le clausole dei contratti del commercio internazionale*. Milan: Giuffrè, pp. 53-60.
- MACHNIEWSKI, M., 2006. Analysing and teaching translation through corpora: lexical convention and lexical use. *Poznań Studies in Contemporary Linguistics*, 41, pp. 237-255.
- MAKOWSKA, A., 2016. Creating multilingual corpora to teach scientific translation. In: D. GALLEGO-HERNÁNDEZ, ed, *New Insights into Corpora and Translation*. Newcastle upon Tyne: Cambridge Scholars Publishing, pp. 57-77.
- MARÍN, M. J., 2017. Legalese as seen through the lens of corpus linguistics — An introduction to software tools for terminological analysis. *JLL*, 6, pp. 18-45.
- MARÍN, M. J. and REA, C., 2014. Researching legal terminology: a corpus-based proposal for the analysis of sub-technical legal terms. *ASp*, 66, pp. 61-82.

- MARTIN, C., 2011. Specialization in translation – myths and realities. *Translation Journal*, 16(2), [Online]. Available: <http://www.bokorlang.com/journal/56specialist.htm> (June 30, 2023)
- MATTIELLO, E., 2010. Nominalization in English and Italian normative legal texts. *ESP Across Cultures*, 7, pp. 129-146.
- MAUTNER, G. and RAINER, F., 2015. *Handbook of business communication: linguistic approaches*. Boston/Berlin: De Gruyter Mouton.
- MCENERY, T. and HARDIE, A., 2012. *Corpus linguistics: method, theory and practice*. Cambridge: Cambridge University Press.
- MCENERY, T. and WILSON, A., 1996. *Corpus linguistics*. Edinburgh: Edinburgh University Press.
- MCENERY, T. and XIAO, R., 2010. What corpora can offer in language teaching and learning. In E. HINKEL, ed, *Handbook of Research in Second Language Teaching and Learning*. Vol. 2. London/ New York: Routledge, pp. 364-380.
- MCENERY, T. and XIAO, R., 2007. Parallel and comparable corpora: What are they up to? In: G. ANDERMAN and M. ROGERS, eds, *Incorporating corpora: translation and the linguist*. Clevedon: Multilingual Matters, pp. 1-13, [Online]. Available: http://www.research.lancs.ac.uk/portal/services/downloadRegister/480255/corpora_and_translation.pdf (June 30, 2023)
- MCENERY, T., XIAO, R. and TONO, Y., 2006. *Corpus-based language studies: an advanced resource book*. London/New York: Routledge.
- MIKHAILOV, M., 2022. Text corpora, professional translators and translator training. *The Interpreter and Translator Trainer*, 16(2), pp. 224-246.
- MILIZIA, D., 2010. A Linguistic investigation of the Lisbon Treaty. *Studi sull'integrazione europea*, 2, pp. 455-474.
- MITKOV, R., 2016. The benefit of comparable corpora: automatic translation of multiword expressions without translation resources. In: G. CORPAS PASTOR and M. SEGHIRI, eds, *Corpus-based approaches to translation and interpreting. from theory to applications*. Frankfurt: Peter Lang, pp. 277-295.
- MONZÓ NEBOT, E., 2008. Corpus-based activities in legal translator training. *The interpreter and translator trainer*, 22, pp. 221–252.
- MORTARA GARAVELLI, B., 2001. *Le parole e la giustizia. Divagazioni grammaticali e retoriche su testi giuridici italiani*. Turin: Einaudi.
- MOZE, S. and KREK, S., 2019. Leveraging large corpora for translation using Sketch Engine. In: J. MENG, ed, *Advances in empirical translation studies*. Cambridge: Cambridge University Press, pp. 110-144.
- O'KEEFFE, A. and MCCARTHY, M., 2022. *The Routledge Handbook of Corpus Linguistics*. New York: Routledge.
- O'KEEFFE, A., MCCARTHY, M. and CARTER, R., 2007. *From corpus to classroom*. Cambridge:

Cambridge University Press.

O'NEILL, M., 1998. Who makes a better medical translator: the medically knowledgeable linguist or the linguistically knowledgeable medical professional? A physician's perspective. In: H. FISCHBACH, ed, *Translation and Medicine*. Amsterdam/Philadelphia: John Benjamins, pp. 69-80.

ORDUDARI, M., 2008. Good translation: art, craft, or science? *Translation Journal*, 12(1), [Online] Available: <https://translationjournal.net/journal/43theory.htm> (June 30, 2023)

PALMER, F. R., 1981. *Semantics*. Cambridge: Cambridge University Press.

PAN, Y., 2021. A corpus-based analysis of trainee translators' performance in medical translation. *Asia Pacific Translation and Intercultural Studies*, 8(3), pp. 267-285.

PARASTATIDOU, S., D'ANDRIA URSOLEO, J. and GRALTON, K., 2021. *Legal English*. Turin: Pearson.

PASTOR, V. and ALCINA, A., 2009. Search techniques in corpora for the training of translators. *MCTLL '09: Proceedings of the Workshop on Natural Language Processing Methods and Corpora in Translation, Lexicography, and Language Learning*, pp. 13–20 .

PAVESI, M., 2014. The Pavia corpus of film dialogue: a means to several ends. In: M. PAVESI, M. FORMENTELLI and E. GHIA, eds, *The Languages of Dubbing. Mainstream Audiovisual Translation in Italy*. Bern: Peter Lang, pp. 29-55.

PAVESI, M., 2005. *La traduzione filmica. Aspetti del parlato doppiato dall'inglese all'italiano*. Roma: Carocci.

PELLEGRINO, G., 2018. *L'interpretazione del contratto*. Vicalvi: Key.

PHILLIPS, A., 2003. *Lawyer's Language. How and why legal language is different*. London: Routledge.

POMMER, S., 2008. Translation as intercultural transfer: the case of law. *SKASE Journal of Translation and Interpretation*, 3(1), pp. 17-21.

PONTRANDOLFO, G., 2019. Corpus methods in legal translation studies. In: Ł. BIEL, J. ENGBERG, R. MARTÍN RUANO and V. SOSONI, eds, *Research methods in legal translation and interpreting*. London: Routledge, pp. 13-28.

PONTRANDOLFO, G., 2012. Legal corpora: an overview. *RITT (Rivista Internazionale di Tecnica della Traduzione)*, 14, pp. 121–136.

PRIETO RAMOS, F., 2021. Translating legal terminology and phraseology: between inter-systemic incongruity and multilingual harmonization. *Perspectives*, 29(2), pp. 175-183.

PRIETO RAMOS, F., 2020. The use of resources for legal terminological decision-making: patterns and profile variations among institutional translators. *Perspectives*, 29(2), pp. 278-310.

PRIETO RAMOS, F., 2014. Legal translation studies as interdiscipline: scope and evolution. *Meta*, 59(2), pp. 260-277.

- PRIETO RAMOS, F., 2011. Developing legal translation competence: an integrative process-oriented approach. *Comparative Legilinguistics – International Journal for Legal Communication*, 5, pp. 7-21.
- PRIETO RAMOS, F. and GUZMÁN, D., 2021. Examining institutional translation through a legal lens: a comparative analysis of multilingual text production at international organizations. *Target*, 33(2), pp. 254-281.
- PRIETO RAMOS, F. and OROZCO JUTORÁN, M., 2015. De la ficha terminológica a la ficha traductológica: hacia una lexicografía al servicio de la traducción jurídica. *Babel*, 61(1), pp. 110-130.
- RADINA, M. D., CHUHA, K. M. and NUR, T. R., 2019. A Corpus-Based Analysis of Lexical Verbs in L2 Professional Engineering Writing. *International Journal of Asian Social Science*, 9(8), pp. 461-472.
- RÖMER, U., 2022. Applied corpus linguistics for language acquisition, pedagogy, and beyond. *Language teaching*, 55(2), pp. 233-244.
- RÖMER, U., 2005. *Progressives, patterns, pedagogy: a corpus-driven approach to English progressive forms, functions, contexts and didactics*. Amsterdam: John Benjamins.
- RODRÍGUEZ-INÉS, P., 2010. Electronic Corpora and Other Information and Communication Technology Tools. *The Interpreter and Translator Trainer*, 4(2), pp. 251-282.
- ROMANO, L. S., 2009. *Cessioni onerose di partecipazioni sociali: allocazione del rischio*. Ph.D. Thesis, Milan: Università di Milano, [Online]. Available: <https://air.unimi.it/bitstream/2434/67450/2/2%20-%20testo.pdf> (June 30, 2023)
- ROSSINI FAVRETTI, R., 2000. Progettazione e costruzione di un corpus di italiano scritto: CORIS/CODIS. In: R. ROSSINI FAVRETTI, ed, *Linguistica e informatica. Multimedialità, corpora e percorsi di apprendimento*. Rome: Bulzoni, pp. 39-56, [Online]. Available: http://corpora.dslo.unibo.it/CORISpubs/Rossini2000_ProgettazioneeCostruzione.pdf (June 30, 2023)
- ROSSINI FAVRETTI, R., TAMBURINI, F. and MARTELLI, E., 2007. Words from Bononia legal corpus. In: W. TUEBERT, ed, *Text Corpora and Multilingual Lexicography*. Amsterdam: John Benjamins, pp. 11-30.
- RURA, L., VANDEWEGHE, W. and PEREZ, M., 2008. Designing a parallel corpus as a multifunctional translator's aid. *Proceedings of the XVIII FIT World Congress*. Shanghai, [Online]. Available: <https://www.kuleuven-kulak.be/dpc/publications/FIT2008-rural.pdf> (June 30, 2023)
- SACCO, R., 1993. Circolazione e mutazione di modelli giuridici. *Digesto*, IV, pp. 365-370.
- SALVADORI, M. G., 2016. *Diritto privato. Quesiti e casi. Seconda Edizione*. Turin: Giappichelli.
- SALVEMINI, A., 2014. *I Patti limitativi della risoluzione per inadempimento nei contratti di acquisizione di partecipazioni azionarie*. PhD Thesis, Milan: University of Milan, [Online]. Available: https://air.unimi.it/bitstream/2434/269972/2/phd_unimi_R09772.pdf (June 30, 2023)
- SÁNCHEZ-GIJÓN, P., 2009. Developing documentation skills to build do-it-yourself corpora in the

specialised translation course. In: A. BEEBY, P. RODRÍGUEZ INÉS and P. SÁNCHEZ-GIJÓN, eds, *Corpus use and translating. Corpus use for learning to translate and learning corpus use to translate*. Amsterdam: John Benjamins, pp. 109–127.

SÁNCHEZ CÁRDENAS, B. and FABER, P., 2016. Corpus Analysis and the Translation of Adverbs in Specialised Texts: Raising Student Awareness. In G. CORPAS PASTOR and M. SEGHIRI, eds, *Corpus-Based Approaches to Translation and Interpreting. From Theory to Applications*. Frankfurt: Peter Lang, pp. 195-217.

ŠARČEVIĆ, S., 1997. *New approach to legal translation*. The Hague: Kluwer Law International.

SCHWARZ, H., 1977. Legal and administrative language. *Babel*, 23(1), pp. 19–22.

SCOTT, J., 2018. Negotiating constraints on legal translation performance in an outsourced environment. In: G. TESSUTO, V. K. BHATIA and J. ENGBERG, eds, *Frameworks for Discursive Actions and Practices of the Law*. Newcastle upon Tyne: Cambridge Scholars Publishing, pp. 370-392.

SCOTT, J., 2017. Legal translation – a multidimensional endeavour. *Comparative legilinguistics*, 32, pp. 37-66.

SEIDLHOFER, B., 2004. Research perspectives on teaching English as a *lingua franca*. *Annual Review of Applied Linguistics*, 24, pp. 209–239.

SERACINI, F., 2020. *The translation of European Union legislation. A corpus-based study of norms*. Milan: LED Edizioni Universitarie.

SHAROFF, S., 2006. Creating general-purpose corpora using automated search engine queries. In: M. BARONI and S. BERNARDINI, eds, *Wacky! Working Papers on the Web as Corpus*. Bologna: Gedit, pp. 63-98.

SIEROCKA, H., CHOVANCOVÁ, B. and KORDIĆ, L., 2018. Addressing the needs of lawyers in legal English: a comparative study in four European Union countries. *Comparative legilinguistics*, 33, pp. 57-88.

SINCLAIR, J., 2003. *Reading Concordance: an introduction*. London: Longman.

SINCLAIR, J., 1991. *Corpus concordance collocation*. Oxford: Oxford University Press.

SIRICHAROEN A. and WIJITSOPON. R. 2020. A Corpus-based comparative study of lexical bundles in authentic and textbook English Business emails. *LEARN Journal: Language Education and Acquisition Research Network Journal*, 13(2), pp. 41-63.

STEIN, D., 2009. Introduction: forensic translation — Practical issues and their theoretical underpinnings. In: F. OLSEN, A. LORZ and D. STEIN, eds, *Translation issues in language and law*. London: Palgrave Macmillan, pp. 1-4.

STEWART, D., 2012. *Translating tourist texts from italian to english as a foreign language*. Bari: Liguori.

STOLZE, R., 2013. The legal translator's approach to texts. *Humanities*, 2, pp. 56-71.

- STUBBS, M., 1996. *Text and corpus analysis*. Hoboken: Blackwell Publishers.
- TIERSMA, P., 2020. Introductions to jurors. Redrafting California's jury instructions. In: M. COULTHARD, A. MAY and R. SOUSA-SILVA, eds, *The Routledge handbook of forensic linguistics*. Abingdon/New York: Routledge, pp. 267-280.
- TIERSMA, P., 1999. *Legal language*. Chicago, IL: The University of Chicago Press.
- TIERSMA, P. and SOLAN, L. M., 2012. *The Oxford handbook of language and law*. New York: Oxford University Press.
- VALORI, L., 2008. Tort e contract a confronto. *La rivista dell'Inglese per scopi speciali*, 2, pp. 1-4, [Online]. Available: http://www.englishfor.it/rivista/rivista_articolo3_2_08.pdf (June 30, 2023)
- VARANTOLA, K., 2014. Translators and disposable corpora. In: F. ZANETTIN, S. BERNARDINI and D. STEWART, eds, *Corpora in translator education*. New York: Routledge, pp. 55-70.
- VARANTOLA, K., 2002. Disposable corpora as intelligent tools in translation. *Cadernos de Tradução IX – Tradução e Corpora*, 1(9), pp. 171-189.
- VIGIER MORENO, F. J., 2019. Corpus-assisted translation of specialised texts into the L2. From the classroom to professional practice. *Trans-Kom*, 12(1), pp. 90-106.
- VIGIER MORENO, F. J., 2016. Teaching the use of ad hoc corpora. *Language and Law / Linguagem e Direito*, 3(1), pp. 100-119.
- VIGIER MORENO, F. J. and SÁNCHEZ RAMOS, M., 2017. Using parallel corpora to study the translation of legal system-bound terms: the case of names of English and Spanish courts. In: R. MITKOV, ed, *Computational and Corpus-Based Phraseology EUROPHRAS 2017, Lecture Notes in Computer Science*, 10596. Cham: Springer, pp. 206-273.
- VINCI, P., 2012. *L'interpretazione del contratto internazionale*. PhD Thesis, Bologna: Università di Bologna, [Online]. Available: <https://amsdottorato.unibo.it/4612/> (June 30, 2023)
- VOGEL, F., HAMANN, H. and GAUER, I., 2018. Computer-assisted legal linguistics: Corpus analysis as a new tool for legal studies. *Law & Social Inquiry*, 43(4), pp. 1340-1363.
- VUČETIĆ, Z., 2002. Il linguaggio della giurisprudenza dal punto di vista della formazione delle parole: orientamenti e problemi lessicologici. *Linguistica*, 42(1), pp. 65–80.
- WANG, L.L., LO, K., CHANDRASEKHAR, Y., REAS, R., YANG, J., EIDE, D., FUNK, K., KINNEY, R.M., LIU, Z., MERRILL, W., MOONEY, P., MURDICK, D., RISHI, D., SHEEHAN, J., SHEN, Z., STILSON, B.B., WADE, A.D., WANG, K., WILHELM, C., XIE, B., RAYMOND, D.M., WELD, D.S., ETZIONI, O. and KOHLMEIER, S., 2020. CORD-19: The Covid-19 Open Research Dataset. *ArXiv*, arXiv:2004.10706v2.
- WILKINSON, M., 2006. Compiling corpora for use as translation resources. *Translation journal*, 101, [Online]. Available: <http://www.translationdirectory.com/article910.htm> (June 30, 2023)
- WILLIAMS, C., 2005. Vagueness in legal texts: is there a future for shall? In: M. GOTTI, V. BHATIA, J. ENGBERG and D. HELLER, eds, *Vagueness in normative texts*. Bern: Peter Lang, pp. 201-224.

WILLIAMS, C., 2004. Legal English and plain language: an introduction. *ESP Across Culture*, 1, pp. 111-124.

WILLIAMS, C. and MILIZIA, D., 2008. How (un)readable is the European Constitution? A comparison of the English version and the Italian version. In: A. CANNONE, ed, *Studi in onore del Prof. Vincenzo Starace*. Naples: Editoriale Scientifica, pp. 2209-2227.

WILLIAMS, I. A., 1999. Corpus-based contrastive analysis and the translation of specialized texts. In: M. Á. VEGA and R. MARTÍN-GAITERO, eds, *Lengua y cultura: Estudios en torno a la traducción*. Madrid: Universidad Complutense, pp. 515-522.

WILSON, J., HARTLEY, A., SHAROFF, S. and STEPHENSON, P., 2010. Advanced corpus solutions for humanities researchers. *Proceedings of the 24th Pacific Asia Conference on Language, Information and Computation*, [Online]. Available: <http://anthology.aclweb.org/Y/Y10/Y10-1089.pdf> (June 30, 2023)

WINDER, R. V. P., MACKINNON, J. LI, S. Y., TZER B. C. L., LIN, HEAH, C. L. H., MORGADO DA COSTA, L., KURIBAYASHI, T. and BOND, F., 2017. NTUCLE: Developing a Corpus of Learner English to Provide Writing Support for Engineering Students. *Proceedings of the 4th Workshop on Natural Language Processing Techniques for Educational Applications (NLPTEA 2017)*, pp. 1-11. Taipei, Taiwan. Asian Federation of Natural Language Processing, [Online]. Available: <https://aclanthology.org/W17-5901.pdf> (June 30, 2023)

WOOD-BORQUE, P., 2022. Compiling a corpus of audiovisual materials for EFL learning: Selection, analysis, and exploitation. *Profile: Issues in Teachers' Professional Development*, 24(1), pp. 125–141.

XING, H., 2022. Bilingual Corpus Construction in Financial Field and Its Influence on Translation Competence Acquisition from the Perspective of Translation Psychology. *Advances in Educational Technology and Psychology*, 6(8), pp. 6-12.

ZAMBON, M. S., 2019. *Cosa sono e come gestire i contratti di autoregolamentazione in Italia*, [Online]. Available: https://confartigianatobergamo.it/i-contratti-di-autoregolamentazione-in-italia/#_ftn1 (June 30, 2023)

ZANETTIN, F., 2018. electronic tools and resources for translating and writing in the digital age. *InTRAlinea*, 20, Special Issue: Translation And Interpreting for Language Learners (TAIL), [Online]. Available: <http://www.intralinea.org/specials/article/2295> (June 30, 2023)

ZANETTIN, F., 2015. Concordancing. In: C. SIN-WAI, ed, *Routledge Encyclopedia of Translation Technology*. London: Routledge, pp. 437–449.

ZANETTIN, F., 2014. Corpora in translation. In: J. HOUSE, ed, *Translation: a multidisciplinary approach*. London: Palgrave Macmillan, pp.178-199.

ZANETTIN, F., 2013. Corpus Methods for Descriptive Translation Studies. *Procedia - Social and Behavioral Sciences*, 95, pp. 20-32.

ZANETTIN, F., 2012. *Translation-driven corpora: corpus resources for descriptive and applied translation studies*. London: Routledge.

ZANETTIN, F., 2002a. Corpora in translation practice. *LREC Workshop on Language Resources for Translation Work and Research, Third International Conference on Language Resources and Evaluation*, pp. 10-14.

ZANETTIN, F., 2002b. DIY corpora: the WWW and the translator. In: B. MAIA, J. HALLER and M. ULRICH, eds, *Training the language services provider for the new millennium*. Porto: Universidade do Porto, pp. 239–248.

ZANETTIN, F., 2001. Swimming in words: corpora, translation, and language learning. In: A. GUY, ed, *Learning with corpora*. Houston, TX: Athelstan, pp. 177-197.

ZANETTIN, F., 1998. Bilingual comparable corpora and the training of translators. *Meta: journal des traducteurs / Meta: Translators' Journal*, 43(4), pp. 616-630.

ZANETTIN, F., BERNARDINI, S. and STEWART, D., 2014. *Corpora in translator education*. New York: Routledge.

ZARETSKAYA, A., CORPAS PASTOR, G. and SEGHIRI, M., 2016. Corpora in computer-assisted translation: a users' view. In: G. CORPAS PASTOR and M. SEGHIRI, eds, *Corpus-based approaches to translation and interpreting. from theory to applications*. Frankfurt: Peter Lang, pp. 253-276.

Online resources:

Enron database: http://www.enron-mail.com/email/skilling-j/all_documents/

Hong Kong Engineering Corpus: <http://rcpce.engl.polyu.edu.hk/HKEC/HKEC.htm>

Hong Kong Financial Services Corpus: <http://rcpce.engl.polyu.edu.hk/HKFSC/default.htm>

Lawinsider contract database: <https://www.lawinsider.com>

Onecle contract database: <https://www.onecle.com>

Sketch Engine corpora: <https://auth.sketchengine.eu>

The Cambridge dictionary: <https://dictionary.cambridge.org>

The Collins dictionary: <https://www.collinsdictionary.com>

The Garzanti dictionary: <https://www.garzantilinguistica.it> Note: this dictionary may provide results only to registered users.

The Hoepli dictionary: <https://dizionari.repubblicait>

The Sansoni dictionary: <https://dizionari.corriere.it>

The Treccani Italian encyclopedia: <https://www.treccani.it/>

Statutes, Directives, Speeches

EU

Commission Decision (EU) on the measure/aid scheme/State aid SA.38454 — 2015/C (ex 2015/N) which Hungary is planning to implement for supporting the development of two new nuclear reactors at Paks II nuclear power station. 2017/2112, [Online]. Available: <https://www.legislation.gov.uk/eudn/2017/2112/adopted/data.xht?view=snippet&wrap=true> (June 30, 2023)

Consumer Conditions Survey: Consumers at home in the single market – 2021 edition, [Online]. Available: https://ec.europa.eu/info/sites/default/files/ccs_ppt_120321_final.pdf (June 30, 2023)

Council Directive 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts. 1993, [Online]. Available: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A31993L0013> (June 30, 2023)

Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 on consumer rights, amending Council Directive 93/13/EEC and Directive 1999/44/EC of the European Parliament and of the Council and repealing Council Directive 85/577/EEC and Directive 97/7/EC of the European Parliament and of the Council Text with EEA relevance, [Online]. Available: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=celex%3A32011L0083> (June 30, 2023)

Directive on Electronic Commerce 2000/31/EC. Directive of the European Parliament and of the Council of 8 June 2000 on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market. 2000, [Online]. Available: <https://eur-lex.europa.eu/legal-content/EN/ALL/?uri=celex%3A32000L0031> (June 30, 2023)

IT

Codice Civile. 2021, [Online]. Available: <https://www.studiocataldi.it/codicecivile/codice-civile.pdf> (June 30, 2023)

Codice del Consumo. 2005, [Online]. Available: <https://www.codicedelconsumo.it/> (June 30, 2023)

Decreto del Presidente della Repubblica 22 dicembre 1986, n. 917, [Online]. Available: <https://www.gazzettaufficiale.it/eli/id/1986/12/31/086U0917/sg> (June 30, 2023)

Decreto Legislativo 24 febbraio 1998, n. 58, [Online]. Available: <https://www.gazzettaufficiale.it/eli/id/1998/03/26/098G0073/sg> (June 30, 2023)

Decreto Legislativo 6 settembre 2005, n. 206, [Online]. Available: https://www.gazzettaufficiale.it/atto/serie_generale/caricaDettaglioAtto/originario?atto.dataPubblicazioneGazzetta=2005-10-08&atto.codiceRedazionale=005G0232 (June 30, 2023)

Decreto Legislativo 12 aprile 2006, n. 163, [Online]. Available: <https://www.gazzettaufficiale.it/eli/id/2006/05/02/006G0184/sg> (June 30, 2023)

Decreto Legislativo 21 febbraio 2014, n. 21, [Online]. Available: <https://www.gazzettaufficiale.it/eli/id/2014/03/11/14G00033/sg> (June 30, 2023)

Decreto Legislativo 4 marzo 2015, n. 22, [Online]. Available: <https://www.gazzettaufficiale.it/eli/id/2015/3/6/15G00036/sg> (June 30, 2023)

Legge 20 marzo 1865, n. 2248 (Allegato F), [Online]. Available: <http://www.gazzettaufficiale.it/eli/gu/1865/05/16/117/so/117/sg/pdf> (June 30, 2023)

Legge 11 febbraio 1980, n. 18, [Online]. Available: <https://www.gazzettaufficiale.it/eli/id/1980/02/14/080U0018/sg> (June 30, 2023)

N.B. The decisions of the *Corte di Cassazione* are available online only to registered lawyers at the following link: <http://www.italgiure.giustizia.it/> (June 30, 2023)

MT

Maltese Copyright Act. 2000 (Chapter 415, as amended up to Act No. VIII of 2011). English version, [Online]. Available: <https://wipolex.wipo.int/en/text/355524>; or <https://legislation.mt/eli/cap/415/eng> (June 30, 2023)

UK

Law Reform (FRUSTRATED Contracts) Act (c. 40). 1943, [Online]. Available: <https://www.legislation.gov.uk/ukpga/Geo6/6-7/40/contents> (June 30, 2023)

Misrepresentation Act (c. 7). 1967, [Online]. Available: <https://www.legislation.gov.uk/ukpga/1967/7> (June 30, 2023)

Speech by Right Honourable Lord Robert Buckland KC MP at the University College London Conference on the Constitution on 17 June 2021, [Online] Available: <https://www.gov.uk/government/speeches/lord-chancellor-speaks-at-ucl-conference-on-the-constitution> (June 30, 2023)

The Consumer Contracts (Information, Cancellation and Additional Payments) Regulations. 2013/3134, [Online]. Available: www.legislation.gov.uk/uksi/2013/3134/pdfs/uksi_20133134_en.pdf (June 30, 2023)

The Consumer Rights Act (c. 15). 2015, [Online]. Available: <https://www.legislation.gov.uk/ukpga/2015/15/schedule/2/enacted> or www.legislation.gov.uk/ukpga/2015/15/pdfs/ukpga_20150015_en.pdf (June 30, 2023)

The Consumer Rights Act. Explanatory Notes. 2015, [Online]. Available: <https://www.legislation.gov.uk/ukpga/2015/15/notes> (June 30, 2023)

The Social Security Commissioner; CIS/674. 1994, [Online] Available: https://www.rightsnet.org.uk/pdfs/cmmr_upload/cis/cis6741994.doc (June 30, 2023)

Unfair Contract Terms Act (c. 50). 1977, [Online]. Available: <https://www.legislation.gov.uk/ukpga/1977/50> (June 30, 2023)

Unfair Contract Terms Guidance. 2015, [Online]. Available: <https://www.gov.uk/government/publications/unfair-contract-terms-cma37> [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/450440/Unfair Terms Main Guidance.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/450440/Unfair_Terms_Main_Guidance.pdf) (June 30, 2023)

US

Uniform Commercial Code (UCC). Act 174 of 1962, [Online]. Available: <https://www.uniformlaws.org/acts/ucc> or https://www.law.cornell.edu/wex/table_ucc (June 30, 2023)

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Appendix 1 Website Owners

This appendix contains a list of the English and Italian website owners whose terms of web hosting services were downloaded to compose the English and Italian sub-corpora. The English website owners are reported in Part 1, whereas the Italian website owners in Part 2.

Part 1 Website Owners (English Corpus)

File number	Company's name	Website
1	Amasci Creative Limited	https://www.amasci.co.uk
2	Fathom Business Solutions Limited	http://www.fathomgroup.co.uk
3	Revolution Inc Limited	https://www.revolutioninc.co.uk
4	Sygnnet Interactive Ltd	https://www.sygnnet.co.uk/
5	Cocoonfxmedia Limited	https://www.cocoonfxmedia.co.uk
6	123-Reg Limited	https://www.123-reg.co.uk
7	The Images Group	https://www.theimagesgroup.co.uk
8	Nublue Limited	https://www.nublue.co.uk
9	DigiBubble Limited	https://www.digibubble.co.uk
10	JP web solutions limited	https://jp-websolutions.co.uk
11	FDS Web Hosting Services	https://fdshosting.co.uk
12	Search Station Digital Ltd	https://searchstation.co.uk
13	Fifteen Group Ltd	https://www.fifteengroup.co.uk
14	SME Media (UK) Ltd	https://www.smemedia.co.uk
15	GrowTraffic Ltd	https://www.growtraffic.co.uk
16	Krystal Hosting Ltd	https://krystal.uk
17	Wired Media Ltd	https://www.hellowired.co.uk
18	Future Computer Services Ltd	https://www.bigblastdesign.co.uk
19	BarclayJames Limited	http://www.barclayjames.co.uk
20	Apexweb LTD	https://www.apexweb.co.uk
21	ADM Computing	https://www.adm-computing.co.uk
22	Fertile Frog Ltd	https://strategiic.co.uk
23	Web Centre Plus Ltd	https://www.webcastle.co.uk
24	Tech-Hosts	https://www.tech-hosts.co.uk
25	SEO Flatrate	http://www.seoflatrate.co.uk
26	Out of the Hat Ltd	https://ooth.co.uk
27	3mil Ltd	https://3mil.co.uk
28	Impelling Ltd	https://impelling.co.uk
29	Victorious Group Ltd	https://dailyoffices.co.uk
30	Sarah Tevendale	https://faroffice.co.uk
31	Havenswift Hosting	https://www.havenswift-hosting.co.uk

32	Open Range Data Services Ltd	https://open-range.com
33	FDC Studio Ltd	https://www.fdcstudio.co.uk
34	Telkom Communications Limited	https://designplushosting.co.uk
35	Legend Telecom Ltd	https://legendtelecom.co.uk
36	Clouvider Limited	https://www.clouvider.co.uk
37	Titan Internet Ltd	https://www.titaninternet.co.uk
38	Kall Kwik Ltd	https://www.kallkwik.co.uk
39	Namesco Limited	https://www.names.co.uk

Part 2 Website Owners (Italian Corpus)

File number	Company's name	Website
1	VHosting Solution s.r.l.	https://www.vhosting-it.com/
2	Over The Cloud	http://www.overthecloud.it
3	Aruba S.p.a.	http://www.aruba.it
4	Netsons s.r.l.	https://www.netsons.com
5	RACKONE s.r.l.	http://www.rackone.it
6	Televideocom S.r.l.	http://www.capitanhostino.it
7	Gabriele Rizzi	https://www.gabrielerrizzi.it
8	Ari@net Srl	https://www.arianetsrl.it
9	TOPHOST s.r.l.	https://www.tophost.it
10	CYBERSPAZIO WEB HOSTING	https://www.cyberspazio.net
11	Server Plan S.r.l. Società Unipersonale	https://www.serverplan.com
12	Informaticama di Mori A.	https://www.lineahosting.it
13	Stt Srl	https://www.webparadise.it
14	Keliweb srl	https://www.keliweb.it
15	GPV Solutions S.r.l.	https://www.gpvsolutions.com
16	DM di Masserini Davide	https://a.ware.ly
17	WEBMARKETING TEAM SRL	http://webmarketingteam.com
18	Punto Triplo Srl	https://www.puntotriplo.it/
19	ESSEDI snc	https://www.digitalfamily.it
20	VoipTel Italia S.r.l.	https://voiptelitalia.it
21	SpazioRC di Angelo Recca	http://www.spaziorc.com
22	FGD S.r.l.	http://www.bytesense.it
23	Spazio Graphite	https://www.spaziographite.it
24	Camera di Commercio Industria Artigianato e Agricoltura di Torino - La realizzazione di siti internet: clausole commentate	https://www.to.camcom.it/

Appendix 2 Overview of the Sketch Engine corpus analysis functions

This appendix presents an overview of the Sketch Engine corpus analysis functions.

There are several tasks that can be performed via the Sketch Engine platform. This appendix analyses and describes in detail single and multiple word searches; the use of the wildcard character; lemma searches; POS context; word sketch; thesaurus; N-grams, and keywords.

In order to search for single words or multi words, the 'concordance' function can be used. Single word (or multiple words) are written in the search field in order to verify their occurrence(s). For example, as far as the English sub-corpus is concerned, by writing 'terminate' in the search field, the system generates 236 concordances containing 'terminate', 'terminated' and 'terminates' both in small and capital letters. Hence, the word is searched as a lemma (i.e., a headword).

Further lemmatisation can also be triggered by using the asterisk as a wildcard character. For example, the search for 'terminat*' provides 462 hits with the following words, written in both small and capital letters: 'terminated', 'termination', 'terminates', 'terminating', and 'terminate'.

As mentioned, it is possible to search for multiple words. For example, by writing 'termination of', the system generates 83 concordances showing the phrases 'termination of this agreement', 'termination of the contract', 'termination of these terms', etc. with either small or capital initials.

Each word, multiple word or lemma can be searched together with other (suggested) words. This allows to verify collocations. In order to do so, it is possible to use the 'Filter Context – Lemma Context' function. This option lets the user write one or more collocates in a dedicated search field within a span of 1-15 words to the left and/or to the right. Each word written in the 'Lemma Context' field is searched as a lemma. For example, it is possible to look for 'contract' with the words 'service' and 'agreement' within a span of 5 words to the right and to the left. The system generates 32 hits with phrases such as the following ones: 'which you pay and receive for your services during your contract period'; 'you may not transfer or sublicense the contract or the services'; 'the minimum length of the contract and this agreement', and so on.

Each word, multiple word or lemma can also be searched together with a specific grammatical word, or Part Of Speech. This means that it is possible to instruct the system to search for a word (e.g., 'agree') followed or preceded by any grammatical word (e.g., a noun and/or a verb) within a span of 1-15 words to the right and/or to the left. In order to do so, the 'Filter Context – POS Context' option must be ticked. In this case, if the word span is set to 1 to the left and to the right, the system generates 196 concordances with phrases such as the following ones: 'the client agrees to take all legal responsibility' (noun + agree); 'as may be agreed' (verb + agree); 'within the agreed termination rules' (agree + noun), and so on.

The Word Sketch function is another interesting option which lists collocations. As defined by the platform developers, a word sketch processes the word's collocates and other words in its surroundings. Therefore, by writing a word in the search field, it is possible to list all its collocations. For example, the word 'terminate' generates the following modifiers: 'immediately' (as in the phrase 'the right to immediately terminate'); 'automatically' (as in the phrase 'automatically terminate'), etc. The objects of 'terminate' are, for example: 'agreement' (as in the phrase 'terminate this agreement'); 'contract' (as in 'terminate the contract'), and so on.

As far as the Thesaurus function is concerned, the system allows to search for synonyms of any given word. For example, by looking for 'contract', the thesauri proposed are the following (in order of frequency): 'agreement', 'service', 'term', 'services', etc.

The Sketch Engine platform also lists N-grams by offering the possibility to choose the size (that means, by deciding how many tokens the n-gram should be composed of). Hence, it is possible to run an automatic search, which generates the most frequent N-grams composed of 2, 3 or more words (or tokens). It is also possible to search for particular N-grams commencing (or ending) with a specific word or letter.

Another interesting feature is the extraction of keywords. Keywords are the words characterizing a specific corpus. This is carried out by comparing the corpus in question with a reference, 'general' corpus proposed by the system. The reference corpus can be changed, if one wishes to. As for the English corpus, the system suggests comparing its words with the 'English Web 2018' corpus, which is sourced from the Internet and is composed of 21.9 billion words. For instance, the most frequent keywords in the English corpus are the following: 'XX', 'deliverables', 'indemnify', etc. The Italian corpus is compared with the 'Italian Web 2016', which is also a corpus of texts sourced from the Internet, composed of 4.9 billion words.

Appendix 3 Information letter

This appendix shows the information letter that was sent to the students in order to participate in the translation project.

11th January 2022

Dear Sir/Madam,

My name is [Patrizia Giampieri](#) and I am a student at the University of Malta, presently reading for a [PhD in Translation Studies](#). I am presently conducting a research study for my [PhD dissertation](#) titled **The Use of Comparable Corpora on (General) Terms and Conditions as a Pedagogical Tool in Translation Training between English and Italian** which is being supervised by [Prof. Sergio Portelli](#). This letter is an invitation to participate in this study. Below you will find information about the study and about what your involvement would entail, should you decide to take part.

The aim of my study is to [create and consult English and Italian corpora for legal translation \(terms of web hosting services\)](#). Your participation in this study would help contribute to a better understanding of [legal translation](#). Any data collected from this research will be used solely for purposes of this study.

Should you choose to participate, you will be asked to [participate in a 4-hour workshop and deliver a translation assignment of 200 words approximately](#). **In particular, you will be given a translation assignment before the workshop takes place. You will translate a legal text (100 words approximately) on your own, using the translation tools you are generally acquainted with. You will submit your translation work to me a couple of weeks before the workshop takes place. Then you will participate in two 2-hour workshops where you will be explained and taught how to use and consult free legal corpora (i.e., databases) to carry out terminology searches. Your translation assignment will be corrected during the first workshop and I will show you how you could tackle your shortcomings (if any) by consulting the corpora I will provide. Afterwards, you will be assigned another legal text to translate (other 100 words approximately), which you will be asked to translate by consulting the provided corpora and a (bilingual) dictionary. You can translate this second text either during the second workshop, if there is still time, or at home, on your own. I will correct this translation assignment and give you my comments.**

Data collected will be anonymised, stored solely in my PC and accessed only by myself for correction and analysis purposes. **I will only ask your email address and collect your translation assignments before and/or after the workshop. Your translation assignments will have your name (first and family name) on it. These pieces of information (email address and translation assignments) will allow me to inform you about the work you carried out and/or remind you about the venue and time of the workshop, or any changes to it.**

Participation in this study is entirely voluntary; in other words, you are free to accept or refuse to participate, without needing to give a reason. You are also free to withdraw from the study at any time, without needing to provide any explanation and without any negative repercussions for you. Should you choose to withdraw, any data collected from your interview will be [deleted](#).

If you choose to participate, please note that [there are no direct benefits to you](#). Your participation [does not entail any known or anticipated risks](#).

Please note also that, as a participant, you have the right under the General Data Protection

Regulation (GDPR) and national legislation to access, rectify and where applicable ask for the data concerning you to be erased. All data collected will be [erased on completion of my PhD research programme](#).

A copy of this information sheet is being provided for you to keep and for future reference.

Thank you for your time and consideration. Should you have any questions or concerns, please do not hesitate to contact me by e-mail patrizia.giampieri.21@um.edu.mt you can also contact my supervisor over the phone: +356 2340 2497 or via email: sergio.portelli@um.edu.mt.

Sincerely,

Patrizia Giampieri
patrizia.giampieri.21@um.edu.mt

Prof. Sergio Portelli
sergio.portelli@um.edu.mt
Tel +356 2340 2497

Appendix 4 Participant's Consent Form

This appendix shows the consent form sent to the students before participating in the translation project.

The Use of Comparable Corpora on (General) Terms and Conditions as a Pedagogical Tool in Translation Training between English and Italian

I, the undersigned, give my consent to take part in the study conducted by [Patrizia Giampieri](#). This consent form specifies the terms of my participation in this research study.

I have been given written and/or verbal information about the purpose of the study; I have had the opportunity to ask questions and any questions that I had were answered fully and to my satisfaction.

I also understand that I am free to accept to participate, or to refuse or stop participation at any time without giving any reason and without any penalty. Should I choose to participate, I may choose to decline to answer any questions asked. In the event that I choose to withdraw from the study, any data collected from me will be *erased*.

I understand that I have been invited to participate in a [workshop](#) in which the researcher will collect my translation assignment to create and consult English and Italian corpora for legal translation (terms of web hosting services). I am aware that the [translation assignment analysis and correction](#) will take approximately **eight hours overall**. I understand that the [translation work and translation submission](#) is to be conducted in a place and at a time that is convenient for me.

I understand that my participation *does not entail any known or anticipated risks*.

I understand that *there are no direct benefits to me from participating in this study*. I also understand that this research may benefit others by: [understanding how to consult a corpus for legal translation \(translation of web hosting terms of service\)](#).

I understand that, under the General Data Protection Regulation (GDPR) and national legislation, I have the right to access, rectify, and where applicable, ask for the data concerning me to be erased.

I understand that all data collected will be *erased on completion of the study and following publication of results*.

I have been provided with a copy of the information letter and understand that I will also be given a copy of this consent form.

I am aware that my identity and personal information will not be revealed in any publications, reports or presentations arising from this research.

I have read and understood the above statements and agree to participate in this study.

Name of participant: _____

Signature: _____

Date: _____

[Patrizia Giampieri](#)
patrizia.giampieri.21@um.edu.mt

[Prof. Sergio Portelli](#)
sergio.portelli@um.edu.mt
Tel +356 2340 2497

Appendix 5 First Translation Assignment

This appendix shows the first sets of clauses sent to the students to complete their first translation assignment.

FIRST TRANSLATION ASSIGNMENT

INSTRUCTIONS

You can use ANY language resources you think useful.

Once your translation is over, kindly send it together with the **first questionnaire** and the **signed consent form** to patrizia.giampieri.21@um.edu.mt.

Thank you!

END OF INSTRUCTIONS

FIRST CLAUSE

(ITA>ENG) 34 words

Il recesso avrà efficacia entro 30 (trenta) giorni dalla data di ricevimento da parte di XX della predetta comunicazione, legittimando XX a disattivare il Servizio e ad effettuare l'eventuale rimborso del rateo dell'importo pagato.

SECOND CLAUSE

(ENG>ITA) 56 words

XX shall be entitled to charge interest in respect of late payment of any sum due under this Agreement, which shall accrue from the date when payment becomes due until the date of payment at a rate of 8% per annum above the base rate of the Bank of England from time to time in force.

Appendix 6 Questionnaire on the students' background knowledge and on the language resources consulted for the first translation assignment

This appendix provides the questionnaire submitted to the students to be sent back with their translations and the signed consent form before the first lesson.

QUESTIONNAIRE

Compile this questionnaire. Kindly send it to patrizia.giampieri.21@um.edu.mt together with your translation and the signed Consent form. If you have any doubts regarding how to compile the questionnaire, please contact me. This questionnaire is as important as your translation!

INSTRUCTIONS

You can highlight in yellow your answers. Example:

1. Habitual language resources:

- Monolingual dictionaries (please indicate):

Cambridge

Collins

Oxford

Sometimes, you may be asked to specify and give more details. In these cases, you'll have to write. Example:

1) HABITUAL LANGUAGE TOOLS / RESOURCES

- Monolingual dictionaries (please indicate):

Cambridge

Collins

Oxford

MacMillan

Merriam Webster

Other (specify): **Zanichelli (Il Ragazzini)**

END of INSTRUCTIONS

NAME AND SURNAME: _____

EMAIL ADDRESS: _____

1) LEGAL KNOWLEDGE

- Have you ever received any training in the legal field?

No

Yes (where? Please indicate here below):

At university

Other public courses

Private courses

I am a self-learner

If yes, for how long? (specify the months or years)

- Have you received any training in legal translation?

No

Yes: (where? Indicate here below):

At university

Other public courses

Private courses

I am a self-learner
Other (specify)
If yes, for how long? (specify the months or years)

-Do you translate legal texts?

No
Yes

-How often? (specify):

-If Yes was your answer to the question above, which language resources do you consult?

- The Eur-Lex platform
- The Europarl parallel corpus
- English monolingual legal dictionaries
 - The Black's Law dictionary
 - The legal-dictionary.thefreedictionary.com
 - The thelawdictionary.org
 - Other (specify)
- Bilingual legal dictionaries
 - De Franchis
 - De Palma
 - Other (specify)
- Academic dissertations on legal matters
- Articles on legal matters
- Websites on legal matters
- Other (specify)

2)CORPUS KNOWLEDGE

-Have you ever consulted a corpus online?

No

Yes (which ones/platforms? Specify the corpus/platform here below):

COCA
BNC
SKETCH ENGINE
BOLC
CORIS/CODIS
Other (specify)

-Have you ever consulted a corpus offline?

No

Yes (with which tool? Specify:)

with AntConc
with TextSTAT
with WordSmith
with Sketch Engine
with other tools (specify)

3)LANGUAGE TOOLS / LANGUAGE RESOURCES USED TO TRANSLATE THE ENGLISH AND ITALIAN CLAUSES OF THE FIRST TRANSLATION ASSIGNMENT

-Monolingual dictionaries (you can select more options):

Cambridge
Collins

Oxford
MacMillan
Merriam Webster
Zingarelli
De Agostini
Garzanti
Other (specify):

-Bilingual dictionaries (you can select more options):

Zanichelli
Cambridge
Collins
Hoepli
Sansoni
Garzanti
Other (specify):

-Online dictionaries (dictionaries that are only found online – no paper format) (you can select more options):

Wordreference (dictionary)
The free online dictionary
IATE
Other (specify):

-Online multi-language platforms (you can select more options):

Context Reverso
Linguee
Wikipedia
MyMemory
Globse

-Online forums (you can select more options):

Proz
TranslatorsCafe
Wordreference (forum)
Other (specify)

-Machine Translation (you can select more options):

Deepl
Google
Reverso
Yandex
MateCat
Other (specify)

-Other online resources (you can select more options):

Sector articles in the source language

Sector articles in the target language

Webpages dealing with the specific topic in the source language

Webpages dealing with the specific topic in the target language

-Google search (you can select more options):

Google simple search

Google advanced search (what type? Indicate here below):

Counting the number of results

Use of inverted commas

Use of the asterisk

Domain restriction

File type selection

Other (specify)

END OF QUESTIONNAIRE – THANK YOU

Please send this questionnaire to patrizia.giampieri.21@um.edu.mt together with your translation and the signed Consent Form! Thank you.

Appendix 7 Sketch Engine quick registration guide

This appendix provides a quick registration guide to the Sketch Engine platform. The guide was sent to the students before the first lesson.

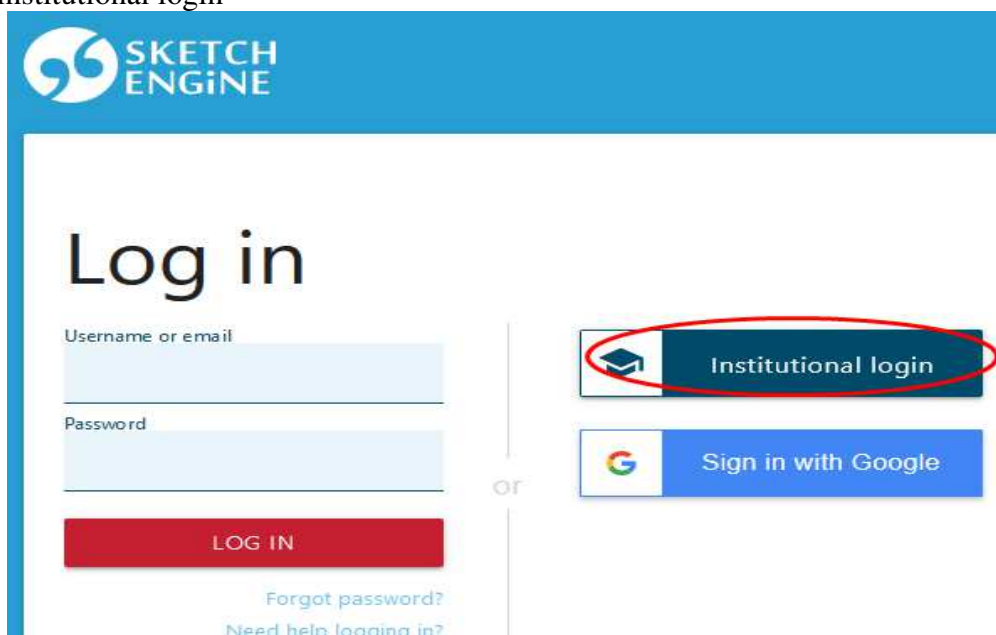
SKETCH ENGINE QUICK REGISTRATION GUIDE

Please complete the following procedure by Monday 28th February.

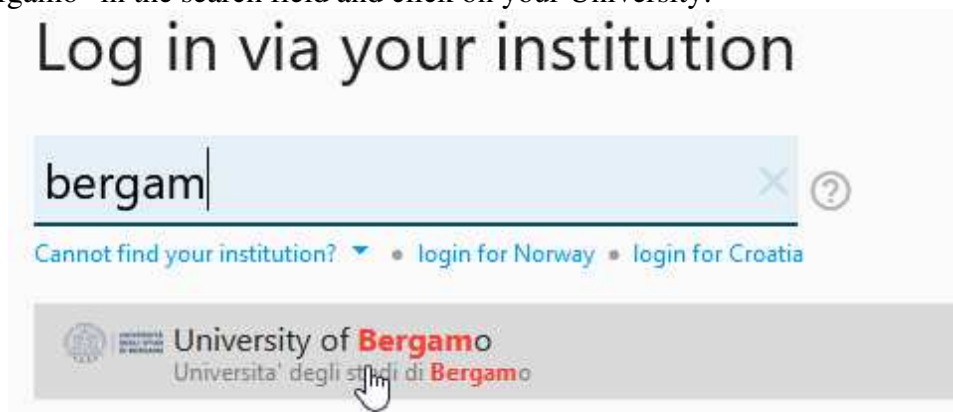
1. Go to the Sketch Engine website:

<https://auth.sketchengine.eu>

Click on “institutional login”



2. Write “Bergamo” in the search field and click on your University:



3. Enter by using your standard login details:



UNIVERSITÀ
DEGLI STUDI
DI BERGAMO

Identity Provider UniBG

Insert your username and password

To enter this site please login with your username and password

[Per accedere al sito](#)

Sign in to the service **Sketch Engine**

Username



Password

[> Password rec](#)

[> Username rec](#)

In case of error

LOGIN



4. If the following box appears, choose “NEW ACCOUNT”

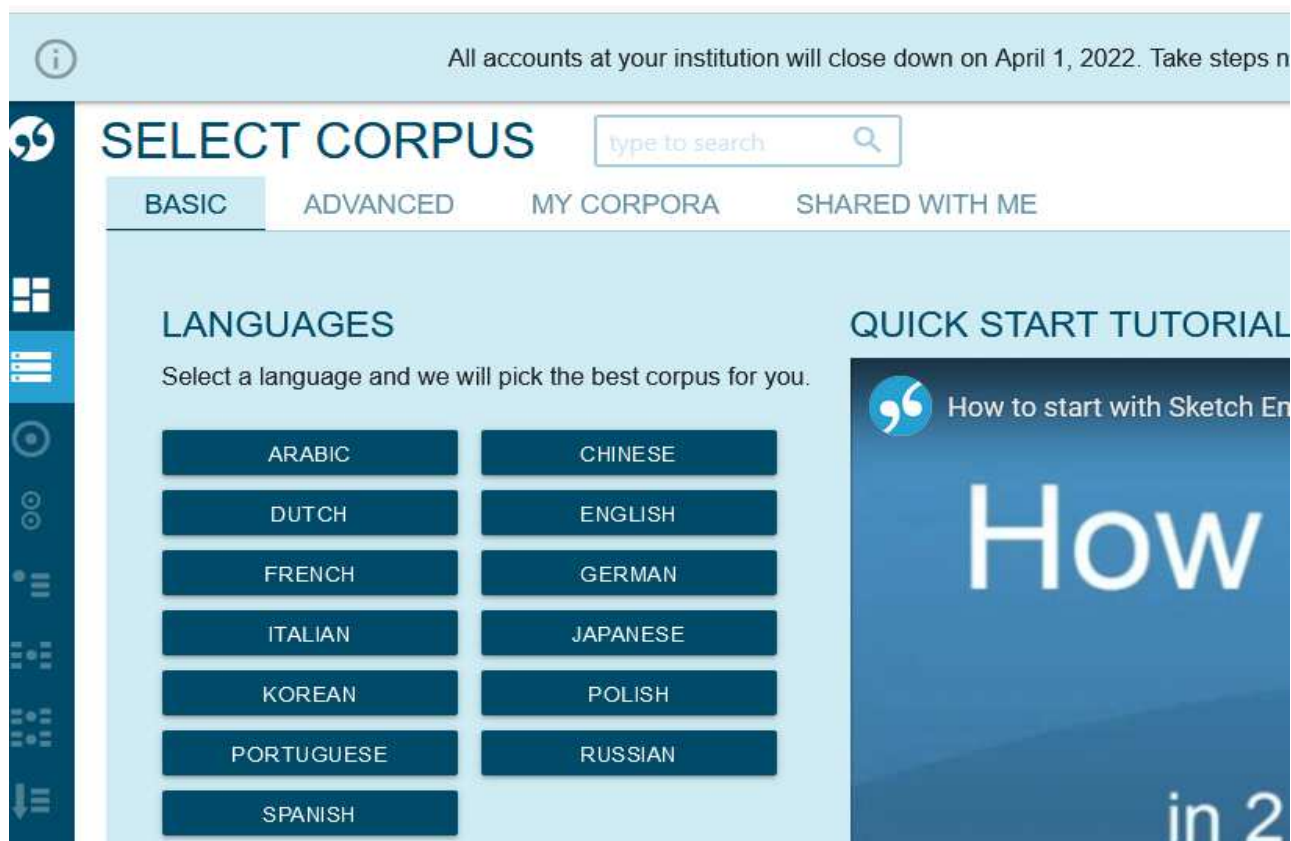
Returning user or new user?

If you have used Sketch Engine before, reactivate your account. If not, create a new account.

REACTIVATE ACCOUNT **NEW ACCOUNT**

CLOSE

5. Then you should be able to access the platform and see something like this:



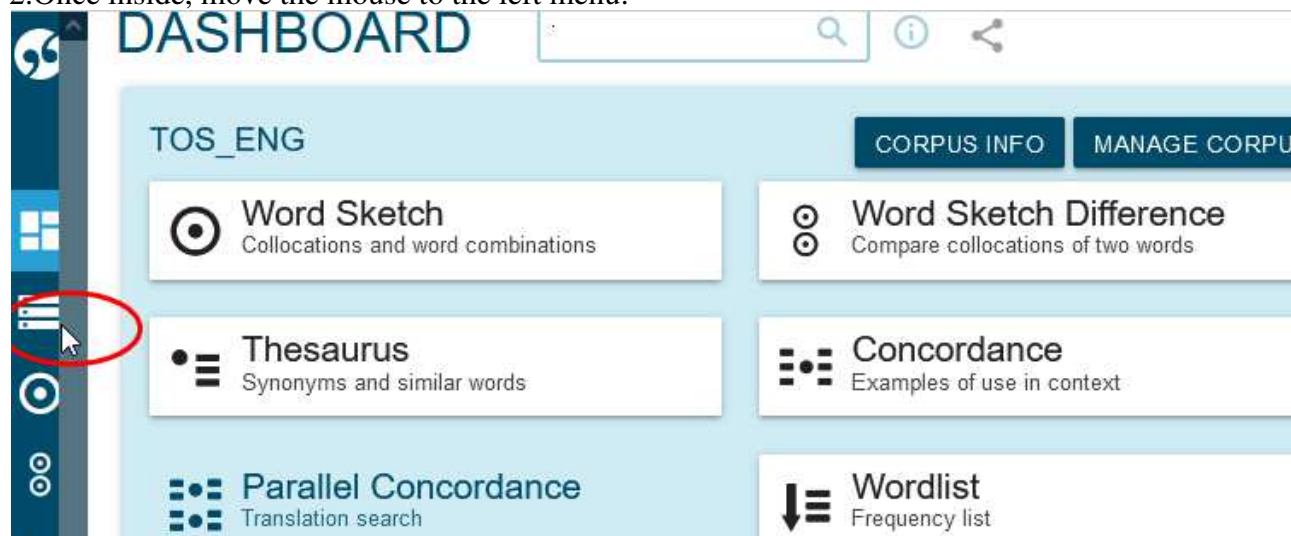
Please complete this procedure by Monday 28th February.

IF YOU CAN'T ACCESS, PLEASE LET ME KNOW ASAP (and send me a screen shot of the error message or of the last window/page you see).

From 2nd March (not before!), follow these instructions:

1. Enter the Sketch Engine platform with your UNIBG login details (see figures 1-2-3 above).

2. Once inside, move the mouse to the left menu:





3....and choose “select corpus”



4.From the top tab, go to “shared with me”



5.You should be able to see these two corpora:

Language	Name ↓
Italian	 ToS_ITA
English	 ToS_ENG

If you don't, please let me know immediately.

That's all. You are ready for the workshop!

Thanks

Regards

Patrizia Giampieri

Appendix 8 The students' previous knowledge of and experience in legal language, legal translation and online or offline corpora

This appendix presents figures and data on the students' background knowledge of and experience in legal language, legal translation and online/offline corpora. Students could select more options.

TOPIC	No. of Students	% (out of 46)
1) LEGAL KNOWLEDGE		
-Have you ever received any training in the legal field?		
No	20	43.48%
Yes (where? Please indicate here below – you can select more options):	26	56.52%
At university	18	39.13%
University summer school	4	8.70%
Other public courses	2	4.35%
At work	1	2.17%
I am a self-learner	1	2.17%
Private courses	1	2.17%
-If Yes, for how long? (Specify the months or years)		
One semester	13	28.26%
An academic year	5	10.87%
2 weeks	5	10.87%
2-3 years (at another school or university)	2	4.35%
2 months	1	2.17%
-Have you received any training in legal translation?		
No	31	67.39%
Yes: (where? Indicate here below – you can select more options):	15	32.61%
At university	8	17.39%
University summer school	4	8.70%
Private courses	1	2.17%
At work	1	2.17%
Other public courses	1	2.17%
-If Yes, for how long? (Specify the months or years)		
The current academic year	9	19.57%
2 weeks	5	10.87%
2-3 years (at another school or university)	1	2.17%
-Do you translate legal texts?		

No	44	95.65%
Yes	2	4.35%
If Yes, how often?		
Every two weeks (at university)	1	2.17%
Rarely	1	2.17%
-If Yes was your answer to the question above, which language resources do you consult? (You can select more options)		
The Eur-Lex platform	2	4.35%
Monolingual legal dictionaries	1	2.17%
The Black's Law dictionary	1	2.17%
2) CORPUS KNOWLEDGE		
-Have you ever consulted a corpus online?		
No	35	76.09%
Yes (which ones/platforms? Specify the corpus/platform here below – you can select more options):	11	23.91%
SKETCH ENGINE	8	17.39%
COCA	3	6.52%
BNC	2	4.35%
CORIS/CODIS	2	4.35%
-Have you ever consulted a corpus offline?		
No	27	58.70%
Yes (with which tool? Specify:)	19	41.30%
With AntConc	19	41.30%

Appendix 9 The students' language resources consulted for the first translation assignment

This appendix lists the language resources consulted by the students to complete the first translation assignment. Each student could select multiple options.

LANGUAGE TOOLS / RESOURCES	No. of students	% (out of 46)
-Monolingual dictionaries (you can select more options)	38	82.61%
Cambridge	17	36.96%
Oxford	14	30.43%
Merriam Webster	8	17.39%
Collins	6	13.04%
Longman	3	6.52%
MacMillan	2	4.35%
Zingarelli	1	2.17%
De Agostini	1	2.17%
-Bilingual dictionaries (you can select more options)	41	89.13%
Zanichelli	24	52.17%
Cambridge	14	30.43%
Collins	7	15.22%
Garzanti	7	15.22%
Hoepli	3	6.52%
Sansoni	1	2.17%
-Online dictionaries (you can select more options)	43	93.48%
Wordreference (dictionary)	40	86.96%
IATE	7	15.22%
The free online dictionary	6	13.04%
-Online multi-language platforms (you can select more options)	44	95.65%
Context Reverso	40	86.96%
Linguee	14	30.43%
Wikipedia	9	19.57%
Globse	5	10.87%

Eur-Lex	2	4.35%
-Online forums (you can select more options)	27	58.70%
Wordreference (forum)	24	52.17%
Proz	3	6.52%
HiNative	1	2.17%
-Machine Translation (you can select more options)	8	17.39%
Reverso	6	13.04%
Deepl	2	4.35%
Google Translate	1	2.17%
-Other online resources (you can select more options)		
Sector articles in the source language	1	2.17%
Sector articles in the target language	3	6.52%
Webpages dealing with the specific topic in the source language	5	10.87%
Webpages dealing with the specific topic in the target language	3	6.52%
-Google simple search	28	60.87%
Counting the number of results	7	15.22%
-Google advanced search (you can select more options)	12	26.09%
Use of inverted commas	6	13.04%
Use of the asterisk	5	10.87%
Domain restriction	2	4.35%
File type selection	1	2.17%

Appendix 10 Sketch Engine basic user's manual

This appendix shows the links to a Sketch Engine user's manual in a pdf and video format. The links were sent to the students after the first lesson.

SKETCH ENGINE USER'S MANUAL

Sketch Engine customised user's manual link:

<https://drive.google.com/drive/u/1/folders/1jOrY-MU3lsd4PVXiYJquqJmmNkgPTgDJ>

Sketch Engine customised video instructions link:

<https://drive.google.com/drive/u/1/folders/1jOrY-MU3lsd4PVXiYJquqJmmNkgPTgDJ>

or <https://youtu.be/TJOpFru93no>

Note: the video is mute

Appendix 11 Second Translation Assignment

This appendix shows the second sets of clauses sent to the students to complete their second translation assignment.

SECOND TRANSLATION ASSIGNMENT

INSTRUCTIONS

Please translate the following clauses by consulting the Sketch Engine corpora and online monolingual or bilingual dictionaries, e.g.:

Hoepli: <https://dizionari.repubblica.it>

Sansoni: <https://dizionari.corriere.it>

Cambridge: <https://dictionary.cambridge.org>

Collins: <https://www.collinsdictionary.com>

Kindly submit this translation to patrizia.giampieri.21@um.edu.mt by 24th March at 12:00 (noon). Thank you!

END OF INSTRUCTIONS

FIRST CLAUSE

(ITA>ENG) 32 words

Il contratto si considererà tacitamente rinnovato di ulteriori 12 (dodici) mesi, fatta salva la facoltà di non voler rinnovare alla scadenza, da comunicarsi con apposita comunicazione a mezzo lettera raccomandata all'altra parte.

SECOND CLAUSE

(ENG>ITA) 50 words

Upon the occurrence of a Force Majeure event the contractual obligations shall be suspended for any period during which the Affected Party is unable to perform. The Affected Party shall notify the Non-affected Party regularly in writing of the steps taken to mitigate the effect of the notified Force Majeure.

Appendix 12 Clause titles of English and Italian Terms of Web Hosting Services

This appendix presents the clause titles (or headings) of the English and Italian terms of web hosting services composing the two sub-corpora. Clauses are in order of appearance in the terms of service. The starred terms are not present in the Italian sub-corpus, although mentioned in Italian contracts and/or in the Italian literature.

Clause Title (English ToS)	Equivalent Clause Title (Italian ToS)	Back-translations
Definitions; Interpretations; Nomenclature	<i>Definizioni</i>	Definitions
-	<i>Premesse</i>	Recitals; Premises; Preamble
Headings	<i>Rubriche</i>	Headings; Rubrics
Supplier's Responsibilities; Client's Responsibilities / Obligations / Duties	<i>Obblighi Delle Parti; Obblighi del Cliente; Obblighi di XX</i>	Obligations of the Parties; Customer's Obligations; XX's Obligations
Provision of the Service	<i>Attivazione ed Erogazione Del Servizio</i>	Service Activation and Provision
Price; Payment; Money Back Guarantee; Charges	<i>Corrispettivo e Modalità Di Pagamento</i>	Consideration and Payment Method
Duration; Term; Term and Termination	<i>Durata, Rinnovo e Cessazione del Contratto</i>	Contract Duration, Renewal and Termination
Termination	<i>Clausola Risolutiva Espresa</i>	Termination Clause
Cancellation	<i>Recesso</i>	Withdrawal
Interruption of Service	<i>Sospensione del Servizio; Sospensione della Prestazione</i>	Service Interruption; Interruption of the Provision
Confidentiality; Confidential Information; Nondisclosure	<i>Riservatezza</i>	Confidentiality
Privacy Policy; Data Protection	<i>Tutela della Privacy</i>	Privacy Protection
Intellectual Property Right; Copyright	<i>Diritti d'autore, Copyright, Proprietà Intellettuale e Utilizzo del materiale; Copyright e Licenze</i>	Copyright, Intellectual Property Rights and Use of the materials; Copyright and Licences
Limitation of Liability	<i>Limitazione Della Responsabilità</i>	Limitation Of Liability
Warranties; Warranties and Obligations; Representations and Warranties	<i>Limitazione Della Garanzia; Garanzie e Responsabilità; Dichiarazioni e Assunzioni di Responsabilità; Dichiarazioni e Garanzie</i>	Limitation of Warranties; Warranties and Liabilities; Declarations and Liabilities; Declarations and Warranties
Indemnification; Indemnity	<i>Manleva</i>	Indemnification

Amendments; Changes to Terms and Conditions	<i>Modifiche; Modifiche dei Servizi e Variazioni alle Condizioni Contrattuali / alle Condizioni dell'Offerta</i>	Modifications; Service Modification and Contract Amendments / and Amendments to the Offer Conditions
Assignment and Sub-Contracting; Links to Third Parties	<i>Cessione del Contratto</i>	Transfer of Contract
Non Solicitation; Employee Poaching	<i>Patto di Non Distrazione del Personale; Divieto di Storno di Dipendenti*</i>	Covenant of Prohibition of misappropriation of staff; Prohibition of transfer of staff
Force Majeure	<i>Forza Maggiore</i>	Force Majeure
Severability	<i>[Clausola Generale; Disposizioni Generali; Disposizioni Finali]; Clausola Salvatoria; Clausola di Separabilità*; Divisibilità</i>	[General Clause; General Provisions; Final / Ending Provisions; Miscellaneous]; Salvation clause; separation clause; divisibility
Entire Agreement	<i>[Clausola Generale; Disposizioni Generali; Disposizioni Finali]; Clausola di Esaustività*; Clausola di Completezza*</i>	[General Clause; General Provisions; Final / Ending Provisions; Miscellaneous]; Exhaustiveness clause; completeness clause
Survival	<i>[Clausola Generale; Disposizioni Generali; Disposizioni Finali]; Clausola di Ultrattività; Ultrattività</i>	[General Clause; General Provisions; Final / Ending Provisions; Miscellaneous]; Survival clause; survival
Notices	<i>Sede delle Comunicazioni; Comunicazioni</i>	Places of Communications; Communications
Waiver	<i>[Clausola Generale; Disposizioni Generali; Disposizioni Finali]; Tolleranza</i>	[General Clause; General Provisions; Final / Ending Provisions; Miscellaneous]; Tolerance
Governing Law and Jurisdiction; Jurisdiction and Disputes	<i>Foro Competente, Legge Applicabile</i>	Jurisdiction, Applicable Law
[Unfair Terms]	<i>Approvazione Specifica delle Clausole Vessatorie; Clausole Vessatorie</i>	Individual Approval of Unfair Clauses; Oppressive / Unfair Clauses

Appendix 13 English and Italian equivalent clauses of terms of web hosting services with peculiar legal effects in both legal systems

This appendix presents English and Italian equivalent clauses with peculiar (sometimes similar, other times different) legal effects in both legal systems. The clauses are discussed at length in Chapter 3. They are arranged in order of appearance in the English and Italian terms of service (see Appendix 12). This appendix may be used as a reference guide by students in Translation Studies, legal translators and legal practitioners, as well as by anyone interested in the subject-matter. The acronym ToS means Terms Of Service.

Clause title or subject-matter	Clause (English ToS)	Clause (Italian ToS)
Definitions	In these Terms the following definitions apply: *Customer* Means any person to whom XX supplies Goods & Services; *Goods & Services* Refers to both physical Items and also IT services, hosting or design together with web-design and bespoke programming which XX is to supply to the Customer.	<i>DEFINIZIONE DELLE PARTI CONTRATTUALI 2.1 Lo stipulando contratto viene a concludersi tra la proponente azienda XX, corrente in ..., P. IVA ... di seguito denominata semplicemente XX e l'utente sottoscrivente il modulo d'ordine, le cui generalità sono indicate nel modulo d'ordine/attivazione.</i>
Headings	Headings. Headings used in the Agreement are inserted for convenience only and are not intended to be part of, nor to affect the meaning or interpretation of any of the terms of, the Agreement.	<i>Rubriche. Le rubriche degli articoli delle condizioni contrattuali hanno il solo scopo di facilitare i riferimenti e non hanno per loro stesse un valore contrattuale o un significato particolare.</i>
Parties' responsibilities	Supplier's Responsibilities The Supplier is responsible for providing the client with the following: 1. Webpace capable of hosting their site for reasonable usage as detailed in the Hosting Agreement. 2. Technical support as defined under the Hosting Level document.	<i>XX garantisce al Cliente la fornitura e l'utilizzo dei Servizi 24/7/365 in conformità a quanto previsto dalle Specifiche tecniche e nel Contratto.</i>
Parties' responsibilities	Customer Responsibilities 15.1 The Customer will: (a) provide XX with all co-operation, information, documentation and assistance reasonably required for the provision of the Services (...).	<i>Obblighi del Cliente Il Cliente si impegna a fornire in formato elettronico, a proprie spese, tutto il materiale testuale e fotografico occorrente per l'adempimento del servizio da parte del Fornitore.</i>
Withdrawal / Termination	(A) If the Client wishes to terminate, such termination must be provided in the form of a written notice (email) by recorded or registered mail to XX [full address]. (B) Termination & Cancellations 27.1 Either party may terminate the Agreement at any time by giving at least 30 days' written notice to the other party expiring at any time after the end of the Minimum Term.	<i>Le parti convengono che il cliente potrà recedere unilateralmente dal contratto a norma dell'art. 1373 codice civile mediante comunicazione scritta al fornitore inviata a mezzo di lettera raccomandata con avviso di ricevimento.</i>
Withdrawal / Termination	Either Party may terminate this Agreement by written notice to the other Party.	<i>(A) Il Cliente potrà esercitare la facoltà di recedere dal contratto con comunicazione scritta. (B) Il Cliente (...) avrà facoltà di recedere dal contratto mediante comunicazione</i>

		<i>scritta.</i>
Withdrawal Termination	/ XX may terminate this agreement at any time, for any reason, by providing written or electronic mail notice of termination to your primary Web site's e-mail contact address no less than fifteen days prior to the required service termination date.	<i>XX potrà in qualsiasi momento recedere dal presente Contratto mediante disdetta scritta da inviarsi con preavviso di almeno trenta giorni, a mezzo lettera raccomandata A.R. al Cliente all'ultimo indirizzo indicato dal Cliente stesso.</i>
Withdrawal Termination	/ Clients that have purchased the Services as Consumers have the right to cancel the Agreement within 14 days at no additional cost.	<i>Ai sensi e nei limiti di cui al D. Lgs. n. 21/2014 sul 'Diritto di Recesso', l'utente ha diritto di esercitare il diritto di recesso entro 14 giorni lavorativi dalla sottoscrizione del contratto. Tale diritto si applica a tutti i servizi contenuti nel modulo d'ordine. Sempre ai sensi del citato D. Lgs. n. 21/2014 si precisa che il diritto di recesso è esclusivamente riservato al cliente definibile quale 'consumatore'.</i>
Withdrawal Termination	/ When purchasing a service or buying a product as a consumer (...) the Consumer Contract Regulations 2013 would ordinarily apply, giving you the right to cancel any Contract within 14 working days (starting the day following the Acceptance Confirmation).	<i>Recesso. 13.1. Il Cliente qualificabile come 'consumatore' ai sensi dell'art. 3 del D.lgs. 206/2005 (cd. 'Codice del Consumo'), può esercitare il diritto di recesso nelle forme e modalità previste dagli artt. 52 e seguenti del Codice del Consumo entro il termine di 14 (quattordici) giorni dalla data di perfezionamento del Contratto senza alcuna penalità e senza indicarne le ragioni.</i>
Early Termination	(A) Early Termination. Customer acknowledges that the amount of the fee for Services is based on Customer's agreement to pay the fee for the entire Initial Term, or Renewal Term, as applicable. In the event XX terminates the Agreement for Customer's breach of the Agreement in accordance with Section 9 (Termination), or Customer terminates the service other than in accordance with Section 9 (Termination) for XX's breach, the unpaid fees for each billing cycle remaining in the Initial Term or then-current Renewal Term, as applicable, are due seven (7) business days following termination of the Agreement. (B) In the event that the Centre Owner accepts early termination by the Customer of any preliminary work, the Customer shall pay the Centre Owner for the preliminary work if any carried out prior to such termination on a pro rata basis.	<i>Recesso anticipato 13.1. Le parti convengono che il cliente potrà recedere unilateralmente dal contratto a norma dell'art. 1373 codice civile mediante comunicazione scritta al fornitore inviata a mezzo di lettera raccomandata con avviso di ricevimento.</i>
Confidentiality	Confidentiality 7.1 The parties are aware that in the course of the Contract they will each have access to and be entrusted with information in respect of the business and operation of the other and their dealings,	<i>Riservatezza. XX ed il Cliente si impegnano in modo reciproco a trattare come riservato ogni dato od informazione conosciuta o gestita in relazione alle attività per l'esecuzione del servizio fornito da XX.</i>

	transactions and affairs, all of which information is or may be confidential.	
Confidentiality	CONFIDENTIAL INFORMATION *15.1* Your 'Confidential Information' includes information that We should reasonably believe to be confidential. Our 'Confidential Information' includes the source code of any Tools. All material considered confidential by either party shall be designated as confidential. Confidential Information shall not be disclosed to third parties and shall only be used as needed to perform this Agreement.	<i>RISERVATEZZA 9.1 XX si impegna a non divulgare a terzi nessuna informazione relativa agli apparati sotto assistenza della quale potrebbe venire a conoscenza durante l'espletamento della propria attività, salvo eventualmente la misura strettamente necessaria alla risoluzione delle problematiche in atto.</i>
Privacy Policy	(A) Privacy Policy. The Supplier and any third party associates shall use information provided by the Client in relation to this agreement in accordance with the Data Protection Act 1998 and also for the following purposes: 1.To identify the Client in communications with them. 2. To contact the Client from time to time to offer them services or products which may be of interest to or benefit the Client. (B) Data Protection 11.1 Both parties warrant that they will comply at all times with all relevant data protection legislation, including the General Data Protection Regulations ('GDPR').	<i>Tutela della Privacy. Informiamo che i dati personali trattati sono quelli da lei forniti a FORNITORE, per l'espletamento del rapporto contrattuale definito. Il presente articolo è dettagliato nel sito web del FORNITORE sopra specificato. Il consenso fornito da (CLIENTE) all'utilizzo dei propri dati personali si rende necessario ai fini dell'esecuzione del presente contratto anche in relazione alle attività di terzi indispensabili all'espletamento ed all'accertamento delle obbligazioni. Titolare del trattamento dei suoi dati personali, ai sensi del Reg. UE 2016/679 GDPR è il FORNITORE.</i>
Privacy Policy	For the purposes of any Personal Data processed during the performance of the Services the Company shall be the <u>Data Processor</u> of that Personal Data and the Client shall be the <u>Data Controller</u> .	(A) <i>Con riguardo al trattamento dei dati personali (di seguito definito Reg. UE 2016/679). <u>Titolare e responsabile del trattamento</u> è XX.</i> (B) <i>Per effetto del perfezionamento del presente contratto e ai sensi di quanto previsto dal Regolamento UE 2016/679 e dalla normativa vigente in materia, il Cliente, in qualità di <u>Titolare dei dati personali</u> (...), nomina XX come <u>Responsabile del trattamento dei dati personali</u>.</i>
Intellectual Property Rights	Intellectual Property Rights. (...) 8.2 You retain all Intellectual Property Rights in the software and materials that you provide to us and you grant us a licence to such Intellectual Property Rights to the extent required for us to perform our obligations pursuant to this Contract.	<i>Sono conferiti ad XX tutti i poteri necessari allo scopo, compresi quelli per modificare i dati del titolare del nome a dominio.</i>
Intellectual Property Rights	8.3 All Intellectual Property Rights in any works arising in connection with the performance of the Services by us (the "Works") shall be our property, and we hereby grant to you a non-exclusive licence to such Intellectual Property Rights for the sole	<i>(A) Diritti d'autore, Copyright, Proprietà Intellettuale e Utilizzo del materiale 11.1 I diritti d'autore sulle pagine dei social network o del Sito Web e su ciascuna parte di esso realizzati dal Fornitore, incluse immagini e realizzazioni grafiche, sono di</i>

	purpose of receiving the benefit of the Services.	<i>esclusiva pertinenza del Fornitore. (...) Il Fornitore conferisce al Cliente i pieni diritti di utilizzazione economica sui suddetti materiali.</i> <i>(B) Copyright e licenze 16.1 Il Cliente è tenuto ad utilizzare il Servizio nel rispetto dei diritti di proprietà intellettuale e/o industriale di XX secondo quanto indicato in merito nella Policy di utilizzo dei servizi XX.</i>
Limitation of Liability	You also agree that XX will not be liable for any indirect, special, incidental, or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), or otherwise, even if we have been advised of the possibility of such damages.	<i>Il Cliente prende atto ed accetta (...) di non poter avanzare nei confronti di XX alcuna richiesta di indennizzo, di risarcimento del danno o pretesa di alcun genere.</i>
Limitation of Liability	LIMITATION OF LIABILITY (...) XX shall not in any circumstances be liable to the Controller whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for: 3.2.1 any loss (whether direct or indirect) of profits, business, business opportunities, revenue, turnover, reputation or goodwill.	<i>Limitazioni di Responsabilità. (...) In tutti i casi sopra elencati, XX non risponderà di alcuna perdita, danno o lesione subiti e/o subendi dal Cliente e/o da terzi, siano essi diretti o indiretti, prevedibili o imprevedibili, tra i quali a titolo esemplificativo e non esaustivo perdite economiche o finanziarie, di affari, di ricavi, di utili o di avviamento commerciale.</i>
Limitation of Liability	(A) We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity. (B) We accept no liability for any resulting loss.	<i>XX non assume alcuna responsabilità per i danni diretti o indiretti comunque subiti dal Cliente o da terzi in relazione al presente contratto.</i>
Limitation of Liability	XX (...) will have no liability in respect of the suspension or loss of a domain name.	<i>Nessuna responsabilità potrà essere imputata ad XX in merito alla perdita di dati.</i>
Limitation of Liability	We shall have no liability for the contents of any communication transmitted.	<i>XX declina qualsiasi responsabilità in relazione ai contenuti e ad ogni altro comportamento illegale posto in essere dal Clienti.</i>
Limitation of Liability	1.3 (...) in no circumstances shall XX or it's suppliers be liable in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof for: (...) 1.3.8 any special indirect or consequential damage of any nature whatsoever, arising directly or indirectly out of the provision by XX of the Services or the performance by XX of the Contract.	<i>(A) Resta salvo, in ogni caso, il diritto di XX di richiedere al Cliente il risarcimento del maggior danno e resta, altresì, inteso che il Cliente non potrà avanzare nei confronti di XX alcuna richiesta di rimborso, indennizzo e/o risarcimento danni per il periodo di tempo in cui non ha usufruito del Servizio.</i> <i>(B) Il Cliente (...) non potrà avanzare nei confronti di quest'ultima alcuna ulteriore</i>

		<i>pretesa, né quale risarcimento, indennizzo o ad altro titolo.</i>
Limitation of liability (in contract or in tort')	XX will not be liable to the Client in contract, tort, misrepresentation or otherwise (including negligence), for any indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever, or for any loss of profit, loss of business, loss of contract, loss of revenue, depletion of goodwill or otherwise (...) and whether or not caused by the negligence of XX or its employees, agents or authorised representatives.	<p><i>(A) In nessun caso né XX né alcun altro che abbia avuto parte nella creazione, nella produzione o nella fornitura dei servizi di XX potranno essere ritenuti responsabili per qualsivoglia diretto o indiretto, inerente, speciale o conseguente danno di qualsiasi natura, sia contrattuale che extra-contrattuale, derivante dall'attivazione o dall'impiego dei servizi di XX.</i></p> <p><i>(B) Limitazione della responsabilità. Fermo restando quanto indicato ai precedenti articoli, l'utente riconosce ed accetta che il fornitore non potrà in alcun caso essere considerato responsabile - né a titolo contrattuale, né a titolo extracontrattuale - nei confronti dell'utente (ovvero di terzi) per qualsiasi tipo di danno diretto o indiretto ivi inclusi i danni relativi alla perdita di profitti, dell'avviamento commerciale o perdita di dati.</i></p>
Limitation of Liability (maximum liability)	<p>(A) Our maximum liability in no circumstances will exceed 100% of the price for the Service you have paid us.</p> <p>(B) The Supplier's maximum aggregate liability shall not exceed the greater of (...) the total amount paid by the Client for the Annual Fee.</p>	<i>XX si impegna esclusivamente al versamento in Suo favore del doppio del corrispettivo pagato per l'acquisto del servizio.</i>
Limitation of Liability (maximum liability)	The total liability of the Provider (whether in contract, tort or otherwise) under or in connection with this Agreement or based on any claim for indemnity or contribution shall not exceed the total Fees (excluding any VAT, duty, sales or similar taxes) paid or payable by the Customer in respect of the provision of this service.	<i>In caso di mancato rinnovo della registrazione del nome a dominio per cause da imputare ad XX, la stessa si impegna a versare all'Utente una penale dell'importo pari al doppio di quanto versato dall'Utente per la richiesta di rinnovo del nome a dominio.</i>
Liquidated damages	In the event of termination of your use of the Service under this section, XX Web Hosting may at its sole discretion retain any or all amounts you have paid for use of the Service as liquidated damages for your actions.	<i>In caso di disdetta, recesso o risoluzione illegittimi da parte del Cliente, XX è sin d'ora autorizzata a trattenere le somme pagate dal Cliente a titolo di penale, fatto salvo in ogni caso il risarcimento del maggior danno.</i>
Liquidated damages	If you do not wish to continue with the service as a result of the change to the Terms and Conditions, you may terminate the Contract without penalty by giving us written notice to reach us not less than seven (7) days before the date when the alteration to our Terms and Conditions is to take effect.	<i>XX si riserva la facoltà di modificare i suoi prezzi in qualsiasi momento, a condizione di informare il Cliente con un avviso on line o via email. In questo caso, il Cliente avrà a disposizione un mese di tempo a partire da detta informativa per recedere dal presente contratto senza penale alcuna.</i>

Representations and warranties	<p>REPRESENTATIONS AND WARRANTIES</p> <p>16.1 By You: You represent and warrant to Us that: 16.1.1 To the best of Your knowledge, use of the Client Content does not infringe the rights of any third party. 16.1.2 You shall comply with the terms outlined in this Engagement Agreement. 16.1.3 You shall obtain all necessary and appropriate rights and licenses to grant license to Us to use Third Party Materials. 16.2 By Us: We represent and warrant to You that: 16.2.1 We will provide our Services in a professional and workmanlike manner. 16.2.2 We shall secure all necessary rights, title, and interest in and to the Final Deliverables.</p>	<p>(A) <i>GARANZIE E RESPONSABILITÀ DI XX. XX garantisce la continuità nell'erogazione del Servizio, fatta salva la possibilità di sospendere temporaneamente il Servizio in occasione delle ordinarie e straordinarie manutenzioni.</i></p> <p>(B) <i>Dichiarazioni e assunzioni di responsabilità. Il Cliente prende atto ed accetta che: i domini .eu e .it possono essere registrati solo ed esclusivamente da persone fisiche o giuridiche residenti o aventi sede nell'Unione Europea; (...) di avere titolo all'uso e/o disponibilità giuridica del nome a dominio richiesto.</i></p>
Representations and warranties	<p>5.3 You warrant that the use by us of the Materials in connection with the provision of the Services will not infringe the IPR or any other rights of any other person and will not contain any material which (...) misrepresents your identity or affiliation with any person. 5.4. You indemnify us and hold us fully harmless from and against any and all claims, liabilities, losses, damages and expenses arising out of or based upon any breach of any warranty given by you under this agreement.</p>	<p><i>Qualora il Cliente, al momento dell'identificazione abbia, anche mediante l'utilizzo di documenti personali non veri, celato la propria reale identità o dichiarato falsamente di essere altro soggetto, o comunque, agito in modo tale da compromettere il processo di identificazione Egli prende atto ed accetta che sarà ritenuto, anche penalmente, responsabile per le dichiarazioni mendaci e/o l'utilizzo di falsa documentazione e sarà altresì considerato esclusivamente responsabile di tutti i danni subiti e subendi dai Fornitori e/o da terzi dall'inesattezza e/o falsità delle informazioni comunicate, assumendo sin da ora l'obbligo di manlevare e mantenere indenne i Fornitori da ogni eventuale pretesa, azione e/o richiesta di indennizzo o risarcimento danni che dovesse essere avanzata da chiunque nei loro confronti.</i></p>
Representations and warranties	<p>(A) XX makes no warranty or representation of any kind in relation to the likelihood or otherwise of a particular domain name application being successful.</p> <p>(B) XX makes no representation and give no warranty as to the accuracy or quality of information received by any person via the Server.</p> <p>(C) Nothing in these Terms limit or exclude our liability for: 1. Death or personal injury caused by our negligence; 2. Fraud or fraudulent misrepresentation.</p>	<p><i>Informazioni e specifiche tecniche - garanzia 2.1 L'obbligo di XX sarà basato sulle dichiarazioni e garanzie del Cliente relative ai sistemi hardware e/o ai programmi che intende utilizzare e più in generale alle esigenze che hanno indotto il Cliente a chiedere il Servizio a XX. 2.2 Di tali dichiarazioni e garanzie il Cliente assumerà piena ed esclusiva responsabilità.</i></p>
Indemnification	<p>Client Indemnity. The Client will fully indemnify and keep XX and its Associated Companies, officers, partners, employees and agents fully indemnified from and against all</p>	<p><i>Clausola di manleva. (...) L'utente si impegna comunque a manlevare e mantenere integralmente indenne il fornitore nonché i soggetti ad esso collegati</i></p>

	actions, demands, costs (on a full indemnity basis), losses, penalties, damages, liability, claims and expenses (including legal fees) whatsoever incurred by it and arising from any of the following: (...) the Client's use or misuse of the Services.	<i>o controllati, i suoi rappresentanti, dipendenti o ausiliari da qualsiasi responsabilità civile e penale derivante dall'utilizzo illecito, improprio o anormale del servizio, anche se causato da terzi attraverso l'account dell'Utente. L'utente si impegna comunque a manlevare e mantenere integralmente indenne il fornitore da ogni e qualsiasi richiesta, anche di risarcimento danni, proposta nei confronti del fornitore stesso a seguito della condotta dell'utente.</i>
Indemnification	Indemnification. The Client agrees to use all the Supplier services and facilities at their own risk and agrees to defend, indemnify, save and hold the Supplier harmless from any and all demands, liabilities, costs, losses and claims, including but not limited to legal fees against the Supplier or its associates that may arise directly or indirectly from any service provided or agreed to be provided.	<i>(A) Obblighi del Cliente. (...) Il Cliente si obbliga a manlevare e, comunque, a tenere indenne XX da qualsiasi azione, istanza, pretesa, costo o spesa, incluse le spese legali eventualmente derivanti dalla stessa a causa del mancato rispetto da parte del Cliente delle obbligazioni assunte e delle garanzie prestate con l'accettazione del presente contratto. (B) Obblighi, divieti e responsabilità del Cliente. La responsabilità per l'utilizzo dei predetti apparati e del Servizio è ad esclusivo carico del Cliente il quale concorda, ora per allora, nel tenere indenne XX, ora per allora, da qualsiasi conseguente costo, onere, danno o indennizzo che le medesima dovesse subire per i fatti sopra descritti.</i>
Amendments	Amendments. These Terms and Policies may be amended in any respect at any time by XX upon the posting of the amended Terms and Policies on the terms of use section of the Service. Your continued use of the Service will be deemed consent to any such amended Terms and Policies.	<i>Modifiche dei servizi e variazioni alle condizioni dell'offerta. 11.1 Il Cliente prende atto e accetta che i Servizi oggetto del presente contratto sono caratterizzati da tecnologia in continua evoluzione, per questi motivi XX si riserva il diritto di modificare le caratteristiche tecniche del Servizio e di variare le condizioni dell'offerta in qualsiasi momento e senza preavviso, quando ciò sia reso necessario dall'evoluzione tecnologica e da esigenze di fornitura e/o organizzazione.</i>
Amendments	Amendments 18.1 No variation or amendment to the Agreement (including any Order Confirmation) is effective unless confirmed in writing by an authorised representative of XX.	<i>Modifiche Art. 13.1 XX si riserva il diritto di variare in qualsiasi momento le condizioni indicate nel presente accordo ed i corrispettivi applicabili al presente contratto dandone comunicazione via posta elettronica.</i>
Assignment and Sub-contracting	Assignment and Subcontracting. The Client may not assign the benefit or delegate the burden of the Agreement nor sub-license any of its rights under the Agreement (including to its Associated Company) without the prior	<i>Cessione del Contratto. Il Cliente non potrà trasferire a Terzi, in tutto o in parte, il contratto, né i diritti e/o gli obblighi da esso scaturenti, se non nel rispetto delle apposite procedure descritte sul sito</i>

	written consent of XX. Any consent provided by XX under this clause is given on condition that the assignee or licensee, as the case may be, agrees to comply with the terms of the Agreement as if they were the Client. XX may sub-contract or assign any or all of its rights and obligations under the Agreement.	<i>http://www.XX.org. Il Cliente presta sin d'ora, ai sensi dell'art. 1407 c.c., il proprio consenso affinché XX possa cedere a Terzi il Contratto e/o trasferire a Terzi, in tutto o in parte, i propri diritti e/o gli obblighi derivanti dal Contratto.</i>
Assignment and Sub-contracting	Links to third parties. 11.1 The Company may subcontract any of its services to a third party.	<i>Cessione del contratto. Il CLIENTE prende atto e accetta espressamente che il FORNITORE potrà cedere il presente contratto a terzi. In tal caso la cessione sarà efficace nei confronti del CLIENTE dal momento della sua notifica ex art.1407 c.c.</i>
Non solicitation	(A) EMPLOYEE POACHING 10.1 During the Contract and for six months after its expiry or termination, neither the Company nor the Client shall, without the written consent of the other, solicit or entice (either directly or indirectly) or attempt to solicit or entice (or authorise the taking of such action by any other person) any person who is employed by the other or has been employed by the other during the preceding six months, and who has been involved with the Services provided under this Contract, to terminate his or her employment with the other party. (B) Each of the Host and the Customer hereby undertakes one to the other that for the period of 12 months following completion of the Contract they will not directly or by an agent or otherwise and whether for themselves or for the benefit of any other person induce or endeavour to induce any officer or employee of the other to leave his employment.	<i>Patto di non distrazione del personale. Il Destinatario rinuncia espressamente, salvo specifico accordo scritto, alla possibilità di assumere alle proprie dipendenze o di far lavorare, direttamente o per interposta persona, il personale (dipendente o non e/o in somministrazione) di una qualunque delle aziende di XX nonché di società in appalto quali S.C. Soc. Coop. a qualsiasi titolo coinvolto nell'esecuzione dei lavori svolti in collaborazione tra le parti. Tale rinuncia, valida anche laddove le suddette richieste di collaborazione siano avanzate direttamente dagli stessi collaboratori di XX, cessa trascorsi 18 (diciotto) mesi dal termine dei Servizi affidati al Destinatario.</i>
Force Majeure	FORCE MAJEURE. Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, the act or omission of any Internet Service Provider, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.	(A) <i>FORZA MAGGIORE, EVENTI CATASTROFICI E CASO FORTUITO. 9.1 Nessuna delle due parti è responsabile per guasti imputabili a cause di incendio, esplosione, terremoto, eruzioni vulcaniche, frane, cicloni, tempeste, inondazioni, uragani, valanghe, guerra, insurrezioni popolari, tumulti, scioperi ed a qualsiasi altra causa imprevedibile ed eccezionale che impedisca di fornire il servizio concordato.</i> (B) <i>Forza maggiore. L'utente conviene e concorda che il fornitore non potrà in nessun caso essere considerato responsabile nei confronti dell'utente ovvero di terzi per il ritardo o il mancato adempimento dei propri obblighi dovuti a</i>

		<i>caso fortuito o forza maggiore.</i>
Force Majeure	18.2 Each of the parties agrees to give notice immediately to the other upon becoming aware of an event of force majeure such notice to contain details of the circumstances giving rise to it. 18.3 If a default due to force majeure shall continue for more than 6 weeks then the party not in default shall be entitled to terminate this agreement. Neither party shall have any liability to the other in respect of the termination of this agreement as a result of force majeure.	<i>3.1.1. La parte colpita da un caso di forza maggiore dovrà tenere l'altra parte costantemente informata per posta elettronica sui tempi previsti per la rimozione o ripristino del suddetto caso di forza maggiore. 3.1.2. Se gli effetti di un caso di forza maggiore si estenderanno per un periodo superiore a 90 giorni – a decorrere della notifica del caso di forza maggiore occorso, all'altra parte – ciascuna parte potrà recedere dal presente il contratto senza diritto ad indennizzo ad una od all'altra parte.</i>
Force Majeure	The Affected Party shall notify the Non-affected Party regularly in writing of the steps taken to mitigate the effect of the notified Force Majeure with its best estimate as to the period for which such suspension will continue.	<i>La parte colpita da un caso di forza maggiore dovrà tenere l'altra parte costantemente informata per posta elettronica sui tempi previsti per la rimozione o ripristino del suddetto caso di forza maggiore.</i>
Severability	Severability: If any provision of this Engagement Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. Where possible, the invalid or unenforceable provision shall be interpreted in such manner as to be effective and valid under applicable law.	<i>L'eventuale inefficacia e/o invalidità, totale o parziale, di una o più clausole delle presenti Condizioni Generali non comporterà l'invalidità delle altre, le quali dovranno ritenersi pienamente valide ed efficaci.</i>
Severability	If any provision of these terms and conditions is found to be invalid by any Court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these terms and conditions, which shall remain in full force and effect.	<i>Divisibilità. La nullità di una delle clausole del contratto di prestazione di servizi sottoscritto con XX, in applicazione in particolare di una legge, di un regolamento o in seguito ad una decisione di un organo giudicante competente passata in giudicato non determinerà la nullità di altre clausole del contratto di prestazioni di servizi che manterranno il loro pieno effetto e portata.</i>
Entire Agreement	ENTIRE AGREEMENT. This Agreement contains the entire Agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.	<i>Disposizioni generali. Il presente contratto annulla e sostituisce ogni altra precedente intesa eventualmente intervenuta tra il FORNITORE ed il CLIENTE in ordine allo stesso oggetto, e costituisce la manifestazione integrale degli accordi conclusi tra le parti su tale oggetto.</i>
Entire Agreement	Entire / Whole Agreement. (...) 15.2 This agreement. therefore contains the entire agreement between the parties and accordingly no pre-contractual statements shall add to or vary this agreement or be of any force or effect and unless such pre-contractual statement is either contained in this agreement or annex to it, you waive any rights you may have to sue for damages	<i>Clausola generale 33.1. Il presente contratto sostituisce ogni precedente intesa anche verbale tra le parti e costituisce l'unico contratto esistente tra il fornitore e l'utente in relazione alle materie in esso trattate, e comunque, in caso di contrasto fra pattuizioni contenute nel contratto e pattuizioni contenute in eventuali precedenti contratti o atti, accordi o</i>

	and/or rescind this agreement. (...) 15.4 This Agreement supersedes all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the subject matter of this agreement and can only be modified or waived by a subsequent written agreement signed by both parties	<i>impegni di qualsiasi natura, sono le pattuizioni contenute nel presente contratto a prevalere.</i>
Survival	Upon termination all the provisions of the Agreement will cease to have effect, save that the following provisions of the Agreement will survive and continue to have effect (in accordance with their terms or otherwise indefinitely): Clauses 1, 20.8, 22, 23, 25, 28, 30, 31, 33, 34, 37, 38, 39, 40;	<i>Ultrattività. La presente clausola, le altre clausole delle presenti Condizioni qui di seguito indicate così come le disposizioni previste in documenti cui tali clausole facciano rinvio continueranno ad essere valide ed efficaci tra le Parti anche dopo la cessazione ovvero la risoluzione a qualsiasi causa dovute o a qualsiasi parte imputabile: 1. Definizioni (...); 5. Attivazione ed erogazione del servizio (...); 9. Obblighi e limitazioni di responsabilità di XX 10. Obblighi e diritti ed Cliente (...) 13. Recesso (...)</i>
Survival	Confidentiality and Data Transmission (...) 2.3 The provisions of this clause shall survive the termination of this agreement but the restrictions contained in clause 2.2 shall cease to apply to any information which may come into the public domain otherwise than through unauthorised disclosure.	<i>(A) Art. 15 - Limitazione della garanzia (...) L'utente riconosce che il fornitore non ha la possibilità di esercitare alcun controllo sul contenuto della pagina (...) Pertanto l'utente conviene e concorda che il fornitore non può in alcun modo essere responsabile per l'inutilizzo del servizio (...) Le disposizioni del presente punto rimangono valide anche successivamente alla scadenza del contratto.</i> <i>(B) DURATA E CONCLUSIONE 14.1 Lo stipulando contratto avrà la durata di 12 (dodici) mesi, (...) fatta salva la facoltà di non voler rinnovare alla scadenza (...). In questa eventualità, il contratto non verrà più rinnovato e cesseranno gli obblighi contrattuali, con l'unica eccezione dell'impegno di riservatezza all'art. 9.</i>
Notices	Notices. Please note that any notice given by you to us, or by us to you, will be deemed received and properly served 24 hours after an e-mail is sent or 24 hours after posting on our website. In proving the service of any notice, it will be sufficient to prove, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.	<i>Sede delle Comunicazioni. Tutte le comunicazioni al Cliente relative al presente rapporto contrattuale potranno essere effettuate da XX indistintamente a mano, sul sito web https://www.XX.com, tramite posta elettronica, certificata e non, a mezzo di lettera raccomandata A.R., posta ordinaria oppure ai recapiti indicati dal Cliente in fase di ordine e, in conseguenza, le medesime si considereranno da questi conosciute.</i>
Notices	(A) Any notice to be served on the other party shall be sent by recorded delivery, registered post, e-mail. Notices sent by registered post	<i>Tutte le comunicazioni al Cliente relative al presente rapporto contrattuale potranno essere effettuate da XX a mano, tramite e-</i>

	<p>or recorded delivery shall be deemed to be served within 72 hours of posting, and by e-mail within 24 hours if sent to the correct e-mail or address of the addressee.</p> <p>(B) A communication sent by email shall not be effective unless the addressee acknowledges receipt of such communication, such acknowledgement to take the form of a reply email to include the communication being acknowledged.</p>	<p><i>mail, a mezzo di lettera raccomandata A.R., posta ordinaria oppure a mezzo telefax agli indirizzi comunicati dal Cliente e, in conseguenza, le medesime si considereranno da questi conosciute.</i></p>
Notices	<p>Any notice or other documents given under the Contract shall be given in writing and in English and shall be deemed to have been duly given on the date of dispatch if hand delivered or sent by first class post, express, airmail, other fast postal service, registered post or telex, facsimile or other electronic media to the last known address of the party to whom the notice is addressed.</p>	<p><i>Detta conferma d'ordine s'intenderà correttamente inviata al fornitore solo se consegnata a mano o inviata tramite raccomandata a/r al seguente indirizzo: (...).</i></p>
Waiver	<p>Waiver. No failure of either party to enforce at any time or for any period any term or condition of the Contract shall constitute a waiver of such term or of that party's right later to enforce all terms and conditions of the Contract.</p>	<p><i>TOLLERANZA. Il fatto che XX non si avvalga in un determinato momento di una qualsiasi delle presenti condizioni generali e/o tolleri un inadempimento dall'altra parte a una qualunque delle obbligazioni rientranti nelle presenti condizioni generali non può essere interpretata come una rinuncia da parte di XX ad avvalersi in seguito di una qualsiasi delle suddette condizioni.</i></p>
Waiver	<p>Waiver - No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same of other provisions of this Agreement.</p>	<p><i>In nessun caso eventuali inadempimenti e/o comportamenti del Cliente difformi alle presenti Condizioni, potranno essere considerati quali deroghe alle medesime o tacite accettazioni degli inadempimenti, anche se non contestati da XX. L'eventuale inerzia di XX nell'esercitare o far valere un qualsiasi diritto o clausola del Contratto, non costituisce rinuncia a tali diritti o clausole.</i></p>
Governing Law and Jurisdiction	<p>Governing Law: This Agreement shall be governed by the law of England and Wales.</p>	<p><i>La legge applicabile è esclusivamente quella dello Stato Italiano.</i></p>
Governing Law and Jurisdiction	<p>The applicable law of this agreement is English Law.</p>	<p><i>Legge applicabile. Il presente contratto è regolato dalla legge Italiana.</i></p>
Governing Law and Jurisdiction	<p>GOVERNING LAW AND JURISDICTION This Agreement shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.</p>	<p><i>Legge applicabile e Foro competente 22.1. Il presente contratto è interamente soggetto e regolato dalla Legge Italiana. 22.2. Tutte le controversie che dovessero sorgere in relazione all'interpretazione e/o alla validità e/o all'esecuzione e/o alla risoluzione del presente contratto saranno devolute all'esclusiva ed inderogabile competenza del Foro di (...)</i></p>

Unfair Terms	8. Limitation of Liability. (...) 8.4. The Customer acknowledges that the provisions of clause 8 satisfy the requirements of reasonableness specified in the Unfair Contract Term Act 1977 and that it shall be estopped from claiming to the contrary at any future date in the event of any dispute with XX concerning XX liability.	<i>CLAUSOLE VESSATORIE Ai sensi e per gli effetti di cui agli artt. 1341 e 1342 c.c. il Cliente, dopo averne presa attenta e specifica conoscenza e visione, approva e ed accetta espressamente le seguenti clausole: 3. Accettazione, Durata, Rifiuto Attivazione Servizio; 4. Caratteristiche e Funzionalità del Servizio (...)</i>
Unfair Terms	15.3. These Conditions do not and will not affect the statutory rights of the Customer as a consumer. No provision in these Conditions which would be void by virtue of Section 6 or Section 20 of the Unfair Contract Terms Act 1977 (as amended) shall apply to any consumer transaction governed by these Conditions.	<i>Approvazione specifica delle clausole vessatorie. Ai sensi e per gli effetti di cui agli artt. 1341 e 1342 Cod. Civ., il Cliente, dopo averne presa attenta e specifica conoscenza e visione, approva e ed accetta espressamente le seguenti clausole: (...).</i>

Appendix 14 Italian equivalents of 'service(s)' and its collocates (English > Italian)

This appendix presents the corpus-sourced Italian equivalents of the English term 'service(s)' and the related collocates.

No.	Phrases and formulae (English sub-corpus)	Equivalent (Italian sub-corpus)	Back-translation
1	A <u>data backup service</u> is available at an extra charge and XX is happy to supply a quote for <u>data backup services</u> .	<i>Il <u>servizio di backup</u> deve essere necessariamente associato al servizio Hosting.</i>	The backup service must necessarily be associated with the Hosting service.
2	XX undertakes to (...) vary the <u>technical specification of Service</u> for operational reasons.	<i>XX potrà modificare - per sopravvenute e comprovate esigenze tecniche, economiche e gestionali - le <u>specifiche tecniche</u> e i corrispettivi del Servizio.</i>	XX shall for unforeseen and proven technical, economic and operational reasons modify the technical specification and consideration of the service.
3	(A) The Client agrees to <u>use all Developer services</u> and facilities at their own risk. (B) The <u>use of products or services</u> from XX constitutes an agreement to these Terms.	<i>Il Cliente si impegna ad <u>utilizzare i Servizi</u> con la migliore diligenza.</i>	The Customer undertakes to use the Services with the best diligence.
4	We reserve the right to <u>suspend our provision of the Services</u> to you if your use of the Services is having a detrimental impact on our other customers.	<i>Il Cliente prende atto ed accetta che in caso di <u>controversia con Terzi</u> (...) XX si riserva il diritto di <u>sospendere il servizio</u>.</i>	The Customer acknowledges and agrees that in case of a dispute with Third Parties (...) XX reserves the right to suspend the service.
5	(A) We only <u>supply the Services</u> for domestic and private use. (B) XX will <u>provide a reliable and professional service</u> to the client at all times.	<i>XX si impegna a <u>fornire i prodotti e servizi</u> per tutta la durata del contratto.</i>	XX undertakes to supply products and services for the whole contract duration.
6	XX acknowledges and agrees that it shall <u>perform the Services</u> : 1. with reasonable skill and care; and 2. in accordance with good industry practice.	<i>Il cliente riconosce e prende atto altresì che il servizio si basa su un sistema <u>localizzabile solo dal fornitore</u> il quale si riserva, a proprio insindacabile giudizio, di <u>erogare il servizio</u> sia dall'Italia sia dall'estero.</i>	The customer also acknowledges and agrees that the service is based on a system identifiable only by the supplier who reserves the rights, at his/her own discretion, to provide the service both in Italy and abroad.

Appendix 15 English verb phrases related to the services provided and their Italian equivalents (English > Italian)

This appendix shows the corpus-based Italian equivalents of the English verb phrases 'incurred', 'borne', 'payable by', '(assume) responsibility for' referring to the web services offered.

No.	Phrases and formulae (English sub-corpus)	Equivalent or near equivalent (Italian sub-corpus)	Back-translation
1	Any secondary costs <u>incurred by</u> the Company when executing the services quoted.	<i>Corrispettivo per il Servizio a <u>carico del Cliente</u>.</i>	Consideration for/Payment of the Service at the expense of the Customer.
2	All charges <u>payable by</u> you for the services.	<i>Le spese per le suddette operazioni sono pertanto <u>interamente a carico del Cliente</u>.</i>	The costs for the aforementioned activities are therefore entirely incurred by the Customer.
3	The Customer <u>assumes sole responsibility for</u> ensuring that the Service described in the Proposal meets its requirements before signing the Proposal.	<i>La responsabilità per la scelta (...) delle applicazioni (...) è e resta <u>esclusivamente a carico del Cliente</u>.</i>	The responsibility for the choice (...) of the applications (...) is and remains exclusively assumed by the Customer.
4	It is <u>your responsibility to</u> pay any and all renewal charges to XX.	<i>Il rinnovo di entrambi i servizi è <u>a completo carico del Cliente</u>.</i>	The renewal of both services is the Customer's full responsibility.
5	(A) Costs <u>incurred</u> by us in connection with registrations. (B) Any administration charge <u>paid</u> by you to us.	<i>I costi già <u>sostenuti</u> per la registrazione del nome a dominio.</i>	The costs already incurred for the domain name registration.
6	These duties or other taxes are outside our control and must be <u>borne</u> by you.	<i>In riferimento alle obbligazioni poste <u>a carico del Cliente a mente del presente contratto</u>.</i>	With reference to the obligations borne by the Customer by virtue of this contract.
7	It will perform <u>its</u> obligations under these Terms.	<i>È tenuto ad eseguire le eventuali prestazioni poste <u>a suo carico</u>.</i>	It undertakes to carry out the obligations assumed by him/her.

Appendix 16 Glossary of English service-specific formulae and their Italian equivalents

This appendix contains a glossary of service-specific terminology and formulae sourced from the English and Italian sub-corpus. The words or expressions followed by '*' are not present in the corpora, although frequently used, as attested by dictionaries or sector-based forum discussions. This appendix could be used as a quick reference guide for translators, legal practitioners and translation students.

Noun Phrases

Formulae (English)	Equivalent formulae (Italian)
Detrimental impact; detrimental effect	<i>Conseguenze pregiudizievoli</i>
Duty/obligation to monitor	<i>Obbligo generale di sorveglianza</i>
Fee; annual fee; yearly fee	<i>Canone; canone annuale</i>
Money back guarantee	<i>Garanzia soddisfatti o rimborsati</i>
One-off charge; one-off payment; one-off fee	<i>Costo una tantum; corrispettivo una tantum</i>
Pro-rata portion of the fees	<i>Rateo; canoni residui</i>
Reactivation fee; reactivation charge	<i>Contributo di riattivazione; tariffa di riattivazione; costi di riattivazione</i>
Standard form; order form	<i>Modulo d'ordine; modulo di adesione al servizio</i>
Support ticket	<i>Ticket; ticket di assistenza</i>

Prepositional and Adverbial Phrases

Formulae (English)	Equivalent formulae (Italian)
As a courtesy to you	<i>A (mero) titolo di cortesia; di cortesia</i>
As is	<i>Nello stato di fatto e di diritto; nei modi e alle condizioni in cui si trova; come si trova*</i>
For a fee; for a valuable consideration*; for a value*	<i>A titolo oneroso; a pagamento</i>
For free; free; free of charge; complimentary	<i>Gratuito; gratuitamente; a titolo gratuito</i>
Monthly; semi-annually; annually; biennially	<i>Mensile; semestrale; annuale; biennale</i>
With immediate effect	<i>Con effetto immediato</i>
Without prior notice; without notice	<i>Senza preavviso</i>

Verb Phrases

Formulae (English)	Equivalent formulae (Italian)
Incurred by; borne by (costs/fees); paid by; payable by	<i>Sostenuti; a carico di (costi)</i>

Appendix 17 English noun phrases related to contracts and their Italian equivalents (English > Italian)

This appendix lists the following English noun phrases and their corresponding corpus-sourced Italian equivalents:

'end', 'expiry', 'expiration', 'completion of term', and 'anniversary' (Part 1);

'contract duration', 'contract term', 'contract period' (Part 2);

'automatic renewal', 'auto renewal', 'automatically renewed' (Part 3), and

'breach/violation of the agreement', and similar verb phrases, such as 'to fail to perform', 'to remedy a breach', 'to cure a breach', 'defaulting/aggrieved party' (Part 4).

Part 1. Equivalents of 'end', 'expiry', 'expiration', 'completion of term'

No.	Phases and formulae (English sub-corpus)	Equivalent or near equivalent (Italian sub-corpus)	Back-translation
1	(A) Contract <u>end date</u> . (B) Before the <u>end of the contracted period</u> .	(A) <i>Scadenza del contratto</i> . (B) <i>Alla data antecedente la scadenza del contratto</i> .	(A) Contract end. (B) At a date before the end of the contract.
2	(A) After the <u>expiry</u> of the Initial Contract Term you may terminate the service. (B) At the <u>end of the initial contract period</u> . (C) At the <u>end of your contract initial period</u> .	(A) <i>Alla scadenza naturale il contratto cesserà la sua efficacia ed il Servizio verrà disattivato</i> . (B) <i>Alla scadenza naturale del contratto</i> .	(A) At the original/natural end the contract shall cease its efficacy and the Service shall be deactivated. (B) At the original/natural contract end.
3	Upon termination or <u>expiration</u> of this Agreement.	<i>Risoluzione o recesso dello stesso</i> .	Termination/Cancellation or withdrawal of the same.
4	Before the <u>anniversary</u> of your renewal date.	(A) <i>Al momento del rinnovo</i> . (B) <i>Il Contratto di fornitura del Servizio avrà una durata pari al periodo di tempo selezionato ed indicato dal Cliente in fase di ordine, con decorrenza dalla data di attivazione del Servizio</i> . (C) <i>Prima della scadenza del servizio</i> .	(A) At the moment of the renewal. (B) The Service supply Contract shall have a duration equal to the period selected and indicated by the Customer when placing the order, starting on the date of activation of the Service. (C) Before the end of the service.
5	Starting on the Effective Date or on any <u>anniversary</u> of the Effective Date.	<i>Il Contratto ha durata pari a quella indicata nel Modulo d'ordine e si rinnova con la frequenza ivi indicata</i> .	The contract has the same duration as the one indicated in the order Form and it is renewed with the frequency indicated therein.

6	The termination or <u>expiry</u> of this agreement.	<i>Cessazione del contratto.</i>	Contract termination/expiry.
7	Until <u>completion of the Term</u> or sooner termination in accordance with the terms of this Agreement.	<i>Il Servizio viene erogato fino alla <u>scadenza</u> del Contratto.</i>	The Service is provided until the end/expiry of the Contract.
8	If XX <u>ends</u> your contract before connection (other than as a result of your own act or omission (...)).	<i>Alla <u>scadenza</u> fissata il presente contratto, salvo diverso accordo scritto, si intenderà tacitamente rinnovato, ovvero <u>scaduto</u> e non soggetto ad ulteriore rinnovo.</i>	At the end of this contract, except as otherwise agreed in writing, this contract will be tacitly renewed or ended and not subject to further renewal.

Part 2. Equivalents of 'contract duration', 'contract term', 'contract period'

No.	Phases and formulae (English sub-corpus)	Equivalent or near equivalent (Italian sub-corpus)	Back-translation
1	<p>(A) The <u>minimum contract term</u> for hosting and technical support services is twelve months unless otherwise stated.</p> <p>(B) <u>Minimum Contract Period</u>. Means the contract duration for which the Customer agrees to subscribe to the services, as specified within the Customer Service Order.</p> <p>(C) '<u>Minimum Term</u>' means the <u>minimum length of the contract</u> and this agreement.</p>	<i>Il Contratto di servizio di XX ha <u>durata minima</u> di 12 mesi a decorrere dalla data di attivazione.</i>	XX service contract has a minimum duration of 12 months starting from the date of activation.
2	<u>Contract period</u> – the length of the contract you have chosen for your Hosting services.	<i><u>Durata, rinnovo e recesso del contratto</u>. Il contratto ha durata di dodici mesi, salvo diversa pattuizione fra le parti.</i>	Duration, renewal and withdrawal from the contract. The contract has a duration of 12 months, unless otherwise agreed by the parties.
3	We may renew your current contract at the end of the <u>initial contract period</u> .	<i>Le parti concordano che alla <u>data di naturale scadenza del contratto</u> lo stesso si rinnoverà tacitamente per la medesima durata.</i>	The parties agree that at the end of the initial contract period the contract shall renew automatically for the same period.
4	(A) You pay and receive for your services <u>during your contract period</u> .	<i>(A) XX si impegna a fornire i prodotti e servizi <u>per tutta la durata del contratto</u>.</i>	(A) XX undertakes to supply the products and services for all the contract period.

	(B) Your billing cycle runs throughout your contract period.	(B) È previsto un supporto di assistenza tecnica al CLIENTE per tutto il periodo contrattuale di erogazione del servizio.	(B) Technical assistance is offered for the whole contract period in which services are provided.
5	Before the end of the contracted period.	All'approssimarsi della data di scadenza.	When the end date approaches.

Part 3. Equivalents of 'automatic renewal', 'auto renewal', 'automatically renewed'

No.	Phases and formulae (English sub-corpus)	Equivalent or near equivalent (Italian sub-corpus)	Back-translation
1	<u>Automatic Renewal.</u> This agreement shall <u>renew automatically</u> on an annual basis, (...), unless terminated either by You or by XX in writing.	<i>Il/i Servizio/i si <u>rinnova/no tacitamente</u> alla sua/loro scadenza per successivi periodi di un anno, salvo disdetta inviata da una parte all'altra.</i>	The Service(s) shall renew automatically at its expiry date for successive periods of a year, unless notice of termination is sent by one party to the other.
2	(A) This Agreement shall <u>automatically renew</u> for successive terms of the same length as the Initial Term ('Renewal Term') unless XX or Customer provides the other with written notice of non-renewal . (B) Customers must terminate any bundled products prior to the end of the first year to prevent <u>auto renewal</u> .	(A) <i>Con <u>rinnovo automatico e tacito</u> di periodi successivi di 12 mesi, salvo disdetta da comunicarsi con un preavviso di almeno trenta giorni prima della scadenza a mezzo di lettera raccomandata A/R.</i> (B) <i>Il Cliente che non desidera rinnovare il Contratto, (...), deve darne comunicazione scritta a XX almeno 30 giorni prima della data di scadenza.</i>	(A) With automatic and silent renewal for successive 12 months, unless terminated by way of written notice to be sent at least 30 days before expiry by registered post, return receipt requested. (B) The Customer who does not wish to renew the Contract, (...), must send written notice to XX at least 30 days prior to the contract expiry.
3	Fixed term contracts will be <u>renewed automatically</u> for further periods of 12 months at the end of the term unless terminated in accordance with these terms and conditions.	<i>Il contratto si considererà <u>tacitamente rinnovato</u> di ulteriori 12 (dodici) mesi, fatta salva la facoltà di non voler rinnovare alla scadenza, da comunicarsi con apposita comunicazione a mezzo lettera raccomandata all'altra parte.</i>	The contract shall be deemed automatically renewed for further 12 (twelve) months, unless a party wishes not to renew it at its expiry date, and communicates its intention by means of a suitable communication by registered letter to the other party.
4	This agreement shall be <u>automatically renewed</u> at the end of the Initial Term (...) unless the Client provides notice of termination .	<i>Il metodo denominato '<u>Rinnovo Automatico</u>' permette il rinnovo anticipato dei servizi.</i>	The method called 'Automatic Renew' allows to renew the service ahead.

Part 4. Equivalents of 'breach/violation of the agreement', 'to fail to perform', 'to remedy a breach', 'to cure a breach', 'defaulting/aggrieved party'

No.	Phases and formulae (English sub-corpus)	Equivalent or near equivalent (Italian sub-corpus)	Back-translation
1	We shall be entitled to suspend the Services and/or terminate this agreement forthwith without notice to you if you fail to pay any sums due to us as they fall due or you <u>breach</u> any of these terms and conditions.	<i>La Società si riserva la facoltà di non accettare l'ordine del Cliente e quindi di non concludere il contratto (solo a titolo esemplificativo) nei casi in cui: (...) b) il Cliente risulti essere inadempiente nei confronti di XX per precedenti forniture non pagate.</i>	The Company reserves the right not to accept the Customer's order and not to enter into the contract in case of (including without limitation) (...) b) the Customer defaulting payment of previous invoices.
2	If XX terminates your account for a <u>violation of this agreement</u> , (...), the Company shall not be required to refund to you any amounts.	<i>XX, a sua discrezione e senza che l'esercizio di tale facoltà possa essergli contestata come inadempimento o violazione del Contratto, si riserva la facoltà di sospendere o interrompere il Servizio.</i>	XX, at its own discretion and without being liable for non-performance or violation of the Contract, reserves the right to suspend or interrupt the Service.
3	The <u>Defaulting Party fails to perform</u> or comply with any of its obligations under this agreement and (if capable of remedy) fails to <u>remedy such failure</u> to the reasonable satisfaction of the <u>Aggrieved Party</u> .	<i>(A) XX potrà non concludere il Contratto (...) nei confronti del Cliente che risulti essere stato inadempiente in passato verso la stessa XX fintantoché non venga sanato l'inadempimento. (B) A condizione che la parte inadempiente cerchi in tutti i modi di evitare o rendere note le cause di mancata esecuzione alla parte lesa.</i>	(A) XX may not enter into the Contract (...) with the Customer who was in breach of past contracts until it has remedied the breach. (B) On condition that the defaulting party tries in every way to avoid or communicate the causes of failure of performance to the injured party.
4	XX will not be liable in any circumstances for the consequences of any <u>delay in delivery</u> or <u>performance</u> or failure to deliver or perform save where the same is as a result of the negligence of XX.	<i>Resta parimenti inteso che XX, qualora sia lesa per inadempimento o per ritardato adempimento, è comunque ammessa a provare il maggior danno patito, richiedendone al Cliente il ristoro.</i>	It is understood that XX, in the event that it is aggrieved/injured by non-performance or late performance, must in any case prove the additional damage suffered by asking the Customer to remedy it.
5	(A) If XX fails in a material way to provide the service in accordance with the terms of the Agreement and does not <u>cure the failure</u> within ten (10) days of Customer's	<i>In tutti gli altri casi di inadempimento di una delle parti delle proprie obbligazioni in forza del presente contratto cui non venga posto rimedio entro 7 giorni a partire dall'invio di un</i>	In all other circumstances of breach of contractual obligations by a party by virtue of this contract which are not remedied/cured within 7 days starting from the day an e-mail

	written notice describing the failure in reasonable detail. (B) And such breach is <u>not</u> <u>remediable</u> or is <u>not</u> <u>remedied</u> within 15 days of written notice to do so.	<i>messaggio di posta elettronica.</i>	was first sent.
6	We will not be liable for any delay or <u>non-performance</u> where you have not provided this information to us.	<i>Il fornitore non potrà in nessun caso essere considerato responsabile nei confronti dell'utente ovvero di terzi per il ritardo o il <u>mancato adempimento dei propri obblighi.</u></i>	The Supplier shall under no circumstance be considered liable toward the user or third parties in case of late or non-performance of its obligations.

Appendix 18 Glossary of English contract-specific formulae and their Italian equivalents

This appendix contains a glossary of the contract-specific formulae sourced from the English sub-corpus and their Italian equivalents retrieved from the Italian sub-corpus. Verbs are followed by '[to]'. The words or expressions followed by '*' are not present in the corpora, although frequently used, as attested by dictionaries, sector-based forum discussions or the literature. This appendix could be used as a quick reference guide for legal translators and practitioners.

Noun Phrases

Formulae (English)	Equivalent formulae (Italian)
Acts of God	<i>Caso fortuito</i>
Affected party (by a force majeure event)	<i>Parte colpita (da forza maggiore)</i>
Aggrieved party; injured party	<i>Parte lesa</i>
Anniversary of the (renewal/effective) date	<i>Data/Momento/Frequenza di (rinnovo/scadenza)</i>
Automatic renewal; auto renewal	<i>Rinnovo tacito; rinnovo automatico</i>
Breach; default	<i>Inadempimento</i>
Breach; violation	<i>Violazione</i>
Contract end date; completion of the term	<i>Scadenza del contratto</i>
Contract term; contract period	<i>Durata del contratto</i>
Damage suffered; loss sustained or incurred	<i>Danni subiti; danno o lesione subiti</i>
Defaulting party	<i>Parte inadempiente</i>
End of contract initial period	<i>Naturale scadenza del contratto; scadenza naturale del contratto</i>
Expiry of a contract; expiration of a contract; contract end	<i>Cessazione del contratto; termine</i>
Fixed-term contract	<i>Contratto a tempo determinato*; contratto a termine*</i>
Force majeure	<i>Forza maggiore</i>
Loss of profit; lost profits	<i>Mancati profitti; mancati introiti previsti; perdita di profitti; lucro cessante*</i>
Minimum contract term; minimum contract period; minimum length of the contract	<i>Durata minima del contratto</i>
Other rights or remedies; all other remedies; any other right or remedy	<i>Ulteriori rimedi; altri strumenti di tutela; ogni azione di rivalsa e/o risarcitoria</i>
Reasonable attorney's fees	<i>Ragionevoli costi e spese legali; spese legali e onorari</i>
Successive terms (of the same length); further periods (of 12 months)	<i>Ulteriori (12 mesi); successivi periodi (di un anno)</i>
Written notice of non-renewal; notice of termination	<i>Disdetta; comunicazione scritta; apposita comunicazione</i>

Prepositional Phrases

Formulae (English)	Equivalent formulae (Italian)
During your contract period; throughout your contract period	<i>Per tutta la durata del contratto; per tutto il periodo contrattuale</i>
In a workmanlike manner	<i>Secondo la regola d'arte; a regola d'arte</i>
In accordance with good trade/industry practice; good trade practice; custom, practice or course of dealing	<i>Secondo quanto comunemente invalso; secondo gli usi e le consuetudini</i>
With reasonable care and skill; with duty of care; to have a duty of care	<i>Con la massima diligenza; con la migliore diligenza; con normale diligenza; con la massima cura e diligenza</i>
Without (prior) notice	<i>Senza preavviso</i>

Verb Phrases

Formulae (English)	Equivalent formulae (Italian)
[A party shall] use its reasonable endeavours; use best endeavour; make (our) best efforts [to]	<i>Fare quanto possibile; fare ogni ragionevole sforzo; (erogare un servizio) secondo la modalità best effort</i>
Acknowledge and agree that; acknowledge and understand [to]	<i>Prende atto ed accetta; riconosce e prende atto; dà atto ed accetta</i>
Be incorporated into (the agreement); be incorporated by reference in this agreement [to]	<i>Formare parte integrante e sostanziale (del presente contratto); essere parte integrante; a cui si rinvia integralmente</i>
Enter into (a contract) [to]	<i>Stipulare</i>
Have no liability; accept no liability [to]	<i>Non assumere alcuna responsabilità; declinare qualsiasi responsabilità; nessuna responsabilità potrà essere imputata a</i>
Mitigate (the force majeure event) [to]	<i>Rimozione; ripristino (del caso di forza maggiore)</i>
Perform (obligations; a contract) [to]	<i>Adempiere (ad obbligazioni); eseguire (un contratto)</i>
Remedy (a breach) [to]; cure (a failure) [to]	<i>Sanare (un inadempimento); porre rimedio (a un inadempimento)</i>
Save and hold (someone) harmless from (claims / liabilities) [to]	<i>Manlevare e tenere (qualcuno) indenne da (responsabilità)</i>
Stipulate [to]; agree [to]	<i>Concordare</i>
The Customer engages the Provider and the Provider agrees to provide the Services	<i>Il Cliente conferisce, ora per allora, mandato senza rappresentanza ad XX, che accetta, di (...)</i>
You are responsible for; you assume all responsibility for	<i>La responsabilità per.. resta a carico di..</i>

Adjectives and Participle Phrases

Formulae (English)	Equivalent formulae (Italian)
Commencing on; starting from	<i>A decorrere dalla data; con decorrenza dalla data; a partire dalla data; a far data dal</i>
Fixed-term	<i>A tempo determinato</i>
Free; free of charge; complimentary	<i>Gratuito; gratuitamente; a titolo gratuito</i>
(Costs/fees) Incurred by; borne by; paid by; payable by	<i>Sostenuti; a carico di (costi)</i>
Indefinitely; for an indefinite period of time	<i>A tempo indeterminato</i>

Appendix 19 Glossary of Italian contract-specific formulae and their English equivalents

This appendix provides a glossary of the contract-specific formulae sourced from the Italian sub-corpus and their English equivalents retrieved from the English sub-corpus. Infinite verbs are followed by '[to]'. The words or expressions followed by '*' are not present in the corpora, although frequently used, as attested by dictionaries or sector-based forum discussions. This appendix could be used as a quick reference guide for legal translators, students in Translation Studies and practitioners.

Prepositional and Adverbial phrases

Formulae (Italian)	Equivalent formulae (English)
<i>(Obbligazioni) in capo a</i>	(Obligations) of
<i>Al netto dell'IVA; oltre IVA</i>	Exclusive of VAT; excluding VAT
<i>Al netto di; dedotte le (spese)</i>	Less (the costs/fees)
<i>Alle tariffe ed alle condizioni contrattuali in vigore al momento del/di; alle tariffe applicate al momento del; in base alle tariffe in vigore al momento dell'ordine</i>	According to the then current price applicable to the Services; at the then current XX prices; based on prices applicable at the time of purchase; at the rate in force at the time that such payment falls due; our standard scale of charges in force on the date of your Order.
<i>Fino al momento in cui persisterà la situazione di morosità</i>	Until payment of all outstanding charges and interest, if applicable, is made; until full payment is received and cleared in our bank
<i>Nulla avrà da pretendere a titolo di; nulla sarà dovuto</i>	You shall have no claim for; you shall not be entitled to
<i>Senza (con ciò) assumere alcuna obbligazione nei confronti di</i>	[A circumstance] shall not create any contractual obligation; [a party] shall not assume or create any obligation of any nature whatsoever

Verb phrases

Formulae (Italian)	Equivalent formulae (English)
<i>(non) Essere opponibile a</i>	It is (someone)'s responsibility to...; failure to... may mean that...
<i>Andare a buon fine (richiesta)</i>	Be successful (application); be successfully (+past participle) [to]
<i>Assumere obbligazioni</i>	Create (contractual) obligations [to]; assume obligations [to]
<i>Assumere obbligazioni di mezzo e non di risultato; non garantire l'idoneità (del servizio)</i>	Disclaim any warranty or merchantability or fitness for a particular purpose [to]; give no warranty, guarantee or other term relating to quality or fitness for purpose [to]
<i>Assumersi ogni responsabilità; assumersi la piena responsabilità</i>	Accept full liability [to]
<i>Avere motivo di (ritenere; dubitare)</i>	May deem [to]; feel that [to]
<i>Conservare diritti in capo a</i>	Retain the right to [to]

<i>Costituire in mora; mettere in mora</i>	Charge (default) interest in respect of late payments [to]
<i>Decorreranno gli interessi di mora; gli interessi di mora saranno calcolati; il cliente sarà tenuto a versare gli interessi di mora</i>	(Default) interest shall accrue; (default) interest shall be added; (we reserve the right) to charge interest
<i>Invocare (la risoluzione del contratto)</i>	Be entitled to [to]; have the right to [to]; may (terminate the contract)
<i>Non poter avanzare alcuna richiesta; non poter avanzare alcuna pretesa</i>	Have no right to bring any claim (against us) [to];waive any claim for; have no claim for [to]
<i>Non rispondere di; declinare; sollevare da; esonerare da; dispensare da; non assumersi (alcuna/qualsiasi responsabilità)</i>	Have / accept / incur / undertake / hold no liability [to]; exclude any liability [to]
<i>Onorare (contratti)</i>	Perform [to]; execute [to]; carry out [to] (agreements)
<i>Opporsi a (trattamento dati personali)</i>	Not consent to [to]; shall not give consent
<i>Prendere visione ed accettare; prendere visione ed approvare (espressamente)</i>	Have read and understood [to]; have read and understand(s) [to]
<i>Resta inteso (che)</i>	It is understood (that)
<i>Si fa presente che</i>	Please note that
<i>Sorgere obblighi in capo a</i>	Assume obligations (of) [to]
<i>Trasferire diritti in capo a</i>	Transfer rights to [to]

Nouns and noun phrases

Formulae (Italian)	Equivalent formulae (English)
<i>Corrispettivo</i>	Consideration
<i>Fruibilità (del servizio)</i>	Access (to a service); (a service) being uninterrupted
<i>Fruizione (del servizio)</i>	Use / provision (of the service)
<i>Interessi di mora; interessi moratori</i>	Interest; default interest
<i>Maggior danno</i>	Any other damage whatsoever; any other loss or damage; any other right or remedy
<i>Morosità (essere in condizione/situazione di)</i>	(Customer) who does not pay any amount properly due; who does not pay any amount in full or on time
<i>Pagamento del corrispettivo</i>	Payment of the price; payment of the fee
<i>Piena responsabilità</i>	Full responsibility
<i>Spese di recupero del credito</i>	Collection fees; debt collection fees; costs of collection of overdue amounts
<i>Transazione (accordo stragiudiziale)*</i>	Settlement (out-of-court agreement)

Adjectives and adjectival phrases

Formulae (Italian)	Equivalent formulae (English)
<i>Adducibile a</i>	Caused by; due to
<i>Adducibili a</i>	Caused by
<i>Corretto e puntuale (ricevimento di modulo; di ordine)</i>	Receipt (of an order acknowledgement)
<i>Esatto (adempimento); corretta (esecuzione)</i>	Proper performance; strict performance; good performance
<i>Imputabile a</i>	Attributable to; by
<i>Libero da (obbligazioni)</i>	Free of (obligations); to be released from (obligations)
<i>Libero da (oneri)</i>	Free from (encumbrance)
<i>Subiti e/o subendi; patiti e patiendi (perdite/danni)</i>	Sustained and incurred; (howsoever) suffered or incurred; whatsoever suffered and howsoever incurred; whatsoever incurred or suffered

Gerund and present participle phrases

Formulae (Italian)	Equivalent formulae (English)
<i>Costituente oggetto (di)</i>	Being the subject of
<i>Gli effettuandi servizi</i>	The provided services
<i>Le vigenti leggi; la vigente normativa</i>	The laws in force
<i>Lo stipulando contratto</i>	The Agreement being entered into

Appendix 20 English and Italian equivalent clauses

This appendix presents equivalent clauses of English and Italian terms and conditions of web hosting services. The clauses are listed according to the alphabetical order of their subject-matter. This appendix could be used as a quick reference guide for students in Translation Studies, legal translators and legal practitioners.

Subject-matter	English	Italian
Automatic renewal	(A) Automatic Renewal. This agreement shall renew automatically on an annual basis, (...), unless terminated either by You or by XX in writing. (B) This agreement shall be automatically renewed at the end of the Initial Term (...) unless the Client provides notice of termination.	<i>Il/i Servizio/i si rinnova/no tacitamente alla sua/loro scadenza per successivi periodi di un anno, salvo disdetta inviata da una parte all'altra.</i>
Automatic renewal	Fixed term contracts will be renewed automatically for further periods of 12 months at the end of the term unless terminated in accordance with these terms and conditions.	<i>Il contratto si considererà tacitamente rinnovato di ulteriori 12 (dodici) mesi, fatta salva la facoltà di non voler rinnovare alla scadenza, da comunicarsi con apposita comunicazione a mezzo lettera raccomandata all'altra parte.</i>
Backup	The Client agrees that it will (...) be responsible for keeping regular and full back ups of all material and data hosted by XX.	<i>Avendo cura di eseguire, in via preventiva e a proprie spese, apposita copia dei dati e del materiale.</i>
Backup	Our backup service is provided as a courtesy to you.	<i>La presenza di un backup di cortesia è subordinata alla verifica da parte del personale tecnico.</i>
Backup	It is recommended that you keep an independent backup of all data stored in your space.	<i>Il Cliente, pertanto, dovrà provvedere, autonomamente a propria cura e spese, ad eseguire una copia di backup, da conservare in separata sede.</i>
Changes to customer's details	The Client will promptly notify XX of any change to such details.	<i>Il Cliente si obbliga a comunicare senza indugio ad XX (...) ogni cambiamento dei propri dati rilevanti ai fini della fatturazione.</i>
Changes to customer's details	The client also acknowledges that it is the Customer's sole responsibility to notify XX of any changes to its details.	<i>L'utente si impegna altresì a comunicare tempestivamente eventuali variazioni dei propri dati.</i>
Changes to the services	In addition, XX may: (...) vary the technical specification of Service for operational reasons.	<i>Il Cliente prende atto ed accetta che (...) XX si riserva il diritto di modificare in meglio le caratteristiche tecniche ed economiche del Servizio.</i>
Changes to the terms and conditions	No variation or amendment to the Agreement (including any Order Confirmation) is effective unless confirmed in writing.	<i>Nessuna modifica o postilla non espressamente contenuta nelle presenti condizioni generali a meno che non sia specificatamente approvata per iscritto dalle parti, avrà efficacia.</i>
Changes to the	If Customer does not give a notice of non-	<i>(A) In caso di mancata comunicazione da</i>

terms and conditions	renewal as provided in Section 2 above, the Customer shall be deemed to have accepted the new fee and for any subsequent Renewal Terms.	<p><i>parte del Cliente, le modifiche apportate si intendono accettate ed entreranno in vigore al primo rinnovo contrattuale.</i></p> <p><i>(B) In mancanza di comunicazione di recesso si considererà che il Cliente abbia accettato le nuove tariffe.</i></p>
Changes to the terms and conditions	The Customer shall be deemed to have accepted such changes if they have not notified any objections to such changes within one calendar month of the notice.	<i>Trascorso inutilmente tale termine le modifiche si riterranno totalmente accettate, sottoscritte dal Cliente e pienamente vincolanti nei suoi confronti.</i>
Changes to the terms and conditions	XX reserves the right to modify or change any of the terms and conditions contained in this agreement (...) at any time and from time to time in its sole discretion (...). Any such changes or modifications will be effective from the moment they are published on the XX website.	<i>XX si riserva il diritto di modificare le caratteristiche tecniche del Servizio e di variare le condizioni dell'offerta in qualsiasi momento e senza preavviso. (...) Le predette modifiche avranno effetto decorsi 30 (trenta) giorni dalla data della loro comunicazione.</i>
Changes to the terms and conditions	When changes are made to the Terms and Conditions a notice shall be placed in our email newsletter. The Customer shall be deemed to have accepted such changes if they have not notified any objections to such changes within one calendar month of the notice.	<i>Il fornitore si riserva altresì la facoltà di apportare modifiche alle presenti condizioni generali di contratto, dandone notizia al cliente stesso a mezzo e-mail e provvedendo, altresì, ad aggiornare il nuovo testo contrattuale sulle proprie pagine web: (...) e relative sottosezioni. Le parti convengono che tali modifiche siano applicate al momento dell'eventuale rinnovo del contratto, fatta salva la facoltà di disdetta da parte del cliente ai sensi del precedente articolo 18.2.; in difetto il cliente dichiara, ora per allora, l'accettazione delle nuove condizioni generali di contratto.</i>
Changes to the fees	Fee increases. XX may amend the Services and / or the fees it charges for Services by giving at least fourteen (14) days notice to Customer, and if Customer does not give a notice of non-renewal as provided in Section 2 above, the Customer shall be deemed to have accepted the new fee.	<p><i>(A) Il cliente riconosce e prende atto che il fornitore si riserva la facoltà di modificare e aggiornare il corrispettivo del servizio, dandone notizia al cliente stesso a mezzo e-mail almeno 30 giorni prima della data di scadenza del contratto. Pertanto le parti convengono che tali modifiche dei corrispettivi siano applicate al momento dell'eventuale rinnovo del contratto, fatta salva la facoltà di disdetta da parte del cliente ai sensi del precedente articolo 18.2.; in difetto il cliente dichiara, ora per allora, l'accettazione delle nuove tariffe.</i></p> <p><i>(B) XX si riserva il diritto di variare in qualsiasi momento le condizioni indicate nel presente accordo ed i corrispettivi applicabili al presente contratto, dandone comunicazione via posta elettronica. È fatto salvo il diritto del Cliente di recedere entro 15 giorni tramite comunicazione</i></p>

		<i>scritta, da inviare via fax o a mezzo posta elettronica. In caso di mancata comunicazione da parte del Cliente, le modifiche apportate si intendono accettate ed entreranno in vigore al primo rinnovo contrattuale.</i>
Changes to the fees	(A) If significant modifications are requested by you, we reserve the right to refuse such changes, or to charge additional expenses, at our discretion. (B) Additional changes shall be charged.	<i>Correzioni e modifiche richieste dal Cliente al di fuori delle specifiche concordate potranno essere eseguite dietro corresponsione di un compenso aggiuntivo.</i>
Contract Duration	You pay and receive for your services during your contract period.	<i>XX si impegna a fornire i prodotti e servizi per tutta la durata del contratto.</i>
Contract Duration	The minimum contract term for hosting and technical support services is twelve months.	<i>Il Contratto di servizio di XX ha durata minima di 12 mesi a decorrere dalla data di attivazione.</i>
Contract signing / being entered into	(A) When the Agreement comes into force. (B) When this contract was entered into.	<i>All'atto della sottoscrizione del contratto.</i>
Customer's competence and knowledge	The Customer warrants that it has appropriate knowledge of how the Internet functions, the nature and technical nature of the Services and what types of use and material are and are not acceptable.	<i>Il Cliente dichiara di possedere l'insieme delle conoscenze tecniche necessarie ad assicurare la corretta utilizzazione, amministrazione e gestione del Servizio.</i>
Customer's competence and knowledge	You must have the necessary knowledge to create and maintain a Web site.	<i>L'utente dichiara (...) di avere le conoscenze tecniche di base per utilizzare il servizio richiesto.</i>
Customer's complaints	Complaint Procedure. Should you be unsatisfied with the service provided by XX, you can open a support ticket.	<i>Reclami - Il Cliente potrà inviare i reclami relativi alla erogazione del Servizio agli indirizzi sopra riportati, oppure potrà aprire un ticket (vedi art.7).</i>
Customer's prohibited actions	(A) It [The Customer] warrants to the Company that none of the Materials shall contain material which is in any way defamatory, offensive, harmful, illegal which shall include (but shall not be limited to) adult or pornographic material, racist material, material which does or may incite religious hate, illegal downloads (mp3 etc.) and strong political views. (B) The client is responsible for ensuring that they will not display via the webspace any materials that: 1. Break, contravene, infringe or violate any UK or foreign laws or regulations. 2. Break, contravene, infringe or violate any intellectual property rights of the Supplier or any other third party. 3. Are defamatory, slanderous or libellous. 4. Are harassing or threatening.	<i>A titolo esemplificativo e non esaustivo, il Cliente si impegna ed è tenuto a: a) non utilizzare e non far utilizzare a terzi il Servizio contro la legge, la morale, l'ordine pubblico, e/o in modo da turbare la quiete pubblica o privata, da recare offesa, danno diretto o indiretto a chiunque, compreso se stesso, e/o comunque in modo da violare, contravvenire o far contravvenire in modo diretto o indiretto alle vigenti leggi dello Stato italiano o comunque in modo tale da recare danno o nuocere, in qualsiasi modo e forma, all'immagine di XX.</i>

	5. Are discriminatory based on gender, race or age, or that promote hate.	
Customer's prohibited actions	Customer agrees not to: (...) publish, post, distribute or disseminate defamatory, obscene, indecent or other unlawful material or information, or any material or information which infringes any intellectual property rights (for the avoidance of doubt this includes licensed software distributed as ...), via the Services or on the Website; 8.1.4 threaten, abuse, disrupt or otherwise violate the rights (including rights of privacy and publicity) of others; 8.1.5 engage in illegal or unlawful activities through the Services or via the Website.	<i>Il CLIENTE assume la piena responsabilità circa l'esattezza e veridicità del Materiale immesso, in nome e/o per conto proprio o di terzi, e assicura che lo stesso è nella sua legittima disponibilità, non è contrario a norme imperative e non viola alcun segno distintivo, diritto di proprietà intellettuale, industriale o altro diritto di terzi derivante dalle norme giuridiche vigenti o dalle consuetudini o usi. In ogni caso il Materiale immesso non deve presentare forme e/o contenuti di carattere pedo-pornografico, pornografico, soft-core, osceno, blasfemo o diffamatorio.</i>
Customer's prohibited actions	(A) The Customer warrants that it will: (...) comply with all applicable legal requirements in using the Services. (B) Customers using any services offered by XX consent to be bound by and must comply with all policies in this ToS.	(A) <i>Il Cliente si impegna ad utilizzare il Servizio in conformità a quanto indicato nel Contratto e nel sito istituzionale, nel rispetto della legge, della normativa vigente della morale e dell'ordine pubblico.</i> (B) <i>Il cliente si impegna a (...) non utilizzare i servizi di XX per contravvenire o far contravvenire (in modo diretto o indiretto) alla vigente normativa italiana.</i>
Default interest	(A) If payment is not received in accordance with the terms and conditions, we reserve the right to charge interest at the rate of 8% (eight per cent) per month. (B) Such interest shall accrue on a daily basis at the rate of 8% above the base rate of Nat West Bank PLC.	<i>In caso di ritardo nel pagamento degli importi dovuti, (...), decorreranno a carico del Cliente interessi moratori nella misura del saggio di interesse del principale strumento di finanziamento della Banca Centrale Europea maggiorato di 7 (sette) punti percentuali.</i>
Default interest	XX may: (a) charge the Customer interest on the overdue amount at the rate of 4% per year above the base rate of HSBC Bank plc.	<i>Il mancato pagamento nei termini avrà l'effetto di costituire automaticamente in mora il Cliente ai sensi di quanto previsto all'art. 1219, comma 2, n. 3, del Codice Civile.</i>
Default interest	XX shall be entitled to charge interest in respect of late payment of any sum due under this Agreement, which shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 8% per annum above the base rate of the Bank of England from time to time in force.	<i>XY ha la facoltà di mettere in mora il Cliente a cui saranno calcolati tutti gli interessi sugli importi dal giorno del primo insoluto.</i>
Default interest	If the Buyer fails to pay any amount due to XX under this Agreement on the relevant due date, default interest at the rate specified by the Late Payment of Commercial Debts (Interest) Act 1998 shall be added to such amount.	<i>Il Cliente sarà, inoltre, tenuto a versare gli interessi di mora di cui al decreto legislativo 231/2002, che verranno calcolati e addebitati automaticamente, oltre alle spese sostenute per l'eventuale recupero stragiudiziale del credito.</i>

Deposit	An agreed initial deposit will be paid before the commencement of the work.	<i>Egli si impegna a versare, su richiesta scritta o verbale di XX, un deposito cauzionale infruttifero.</i>
Deposit	If no work has been carried out in respect of the Services the Company shall return the Deposit and/or other monies received in consideration of the Services due to the Client less any administration costs incurred in agreeing the Contract.	<i>Il deposito cauzionale infruttifero verrà restituito da XX entro 60 (sessanta) giorni dalla cessazione del contratto al netto di eventuali partite contabili aperte.</i>
Detrimental impacts	We reserve the right to suspend our provision of the Services to you if your use of the Services is having a detrimental impact on our other customers.	<i>L'utente è l'unico e personale responsabile dell'utilizzo del servizio, nonché delle eventuali conseguenze pregiudizievoli che dovessero ricadere sul fornitore e sui terzi.</i>
Duty of care	We will provide our Services in a professional and workmanlike manner.	<i>XX si impegna a garantire un livello di professionalità adeguato alla prestazione delle attività richieste, secondo la regola d'arte e comunque con la prescritta diligenza.</i>
Duty of care	We have a duty of care to ensure that all WHOIS data is correct.	<i>XX (...) può soltanto assicurare che impiegherà tutta la sua diligenza affinché il nome a dominio sia validamente registrato.</i>
Duty of care	The Company shall perform all activities with reasonable care and skill.	<i>XX si impegna da parte sua a fare quanto possibile secondo diligenza professionale.</i>
Failure to pay	If you fail to pay any sums due to us as they become due, we may suspend the Services and/or terminate this Agreement.	<i>(A) Il Contratto dovrà intendersi automaticamente risolto in difetto del pagamento di quanto dovuto per il rinnovo del Servizio. (B) In caso di mancato pagamento del canone il Fornitore potrà disporre della sospensione del servizio.</i>
Failure to provide notice	If you fail to give notice (...) we reserve the right to suspend our Service immediately.	<i>In difetto della sopra citata comunicazione XX si riserva il diritto di sospendere il Servizio con effetto immediato.</i>
Failure to provide the service	If XX fails in a material way to provide the service in accordance with the terms of the Agreement.	<i>A difetto di messa a disposizione del servizio da XX.</i>
Formation of the contract / Acceptance of the terms	The initial term of this agreement shall be from the date of your initial payment and execution of this agreement for 1 year (...) on acceptance of the quotation these terms are held to be accepted and binding.	<i>Il presente contratto avrà la durata di un anno (...) si intende perfezionato e concluso in [luogo] al momento dell'accettazione da parte di XX della richiesta o proposta del cliente.</i>
Formation of the contract / Acceptance of the terms	(A) Acceptance of the quote indicates the client's acceptance of these Terms and Conditions in full. (B) When ordering and purchasing our Services, you are deemed as accepting these terms and conditions and will be bound by them.	<i>Pagamento del corrispettivo dovuto effettuata dal Cliente costituiscono integrale accettazione delle condizioni generali di cui al presente contratto.</i>
Formation of the	You indicate acceptance of these terms and	<i>La trasmissione online a XX del Modulo</i>

contract / Acceptance of the terms	conditions of service by placing an Order with XX.	<i>d'Ordine comporta l'integrale accettazione delle presenti Condizioni Generali (...) e delle disposizioni e procedure da essi richiamate, rendendole vincolanti nei confronti del Cliente anche prima della conclusione del contratto.</i>
Formation of the contract / Acceptance of the terms	This Internet Hosting Services agreement governs the provision of services by XX (Henceforth "XX") to "the Client" as defined in by the Order Form as filled in by you on the Websites of XX.	<i>Il Contratto si perfeziona alla data del corretto e puntuale ricevimento da parte di XX del Modulo d'ordine, compilato ed accettato dal Cliente in ogni sua parte.</i>
No Monitoring	You acknowledge and agree that XX exercises no control over, and accepts no responsibility for, the content of the information passing through XX's servers or the Internet.	<i>Essa pertanto non controlla né sorveglia i comportamenti o gli atti posti in essere dal Cliente.</i>
No Monitoring	No Duty to Monitor. The Host is under no obligation to monitor or record the activity of any customer for any purpose.	<i>XX non è soggetta ad alcun obbligo generale di sorveglianza, essa pertanto non controlla né sorveglia i comportamenti o gli atti posti in essere dal Cliente mediante il Servizio ovvero non controlla né sorveglia le informazioni e/o i dati e/o i contenuti ad ogni modo trattati dal Cliente.</i>
No Monitoring	The above stated rights of action, however, do not obligate XX to monitor or exert editorial control over the information made available for distribution via the Services.	<i>XX, nell'erogazione dei Servizi, non è responsabile delle informazioni memorizzate a richiesta del Titolare né è assoggettata ad un obbligo generale di sorveglianza sulle informazioni che trasmette o memorizza.</i>
Non-Retrievability of data	Upon termination of the Agreement, for whatever reason, XX may, without further notice to the Customer, irretrievably delete the Customer's data from its systems and any equipment.	<i>Una volta terminato il Contratto o scaduto il Servizio tali dati e/o informazioni e/o contenuti potranno essere non più recuperabili.</i>
Offer and acceptance of offer	The Customer engages the Provider and the Provider agrees to provide the Services.	<i>Il Cliente conferisce, ora per allora, mandato senza rappresentanza ad XX, che accetta, di (...).</i>
Other rights or remedies	If the Customer fails to make payment on a due date then without prejudice to any other right or remedy available to XX, XX shall be entitled to suspend or terminate the Service.	<i>(A) Resta parimenti inteso che XX, qualora sia lesa per inadempimento o per ritardato adempimento, è comunque ammessa a provare il maggior danno patito, richiedendone al Cliente il ristoro. (B) Fatto salvo in ogni caso il risarcimento del maggior danno, senza che il Cliente possa avanzare alcuna richiesta di rimborso, indennizzo e/o risarcimento danni per il periodo di tempo in cui non ha usufruito del Servizio.</i>
Other rights or remedies	The rights and remedies provided by this agreement are cumulative and (...) may be exercised without excluding any other	<i>Resta inteso che la risoluzione di diritto sopra indicata opera senza pregiudizio per le altre ipotesi di risoluzione, e in generale</i>

	rights or remedies available in law.	<i>per gli altri strumenti di tutela previsti dalla legge.</i>
Other rights or remedies	Without prejudice to any other right or remedy that it may have, if the Customer fails to pay XX on the due date, XX may (...) suspend all Services without prior notice until payment has been made in full.	<i>In ogni caso il fornitore si riserva ogni azione di rivalsa e/o risarcitoria o comunque prevista dalla legge sul responsabile di dette violazioni.</i>
Payment (advanced)	(A) Payment shall be required in advance at the start of the Contract. (B) You agree to pay XX in advance. (C) All charges payable by you for Services (...) shall be due and payable in advance of the provision of such Services.	(A) <i>Il pagamento di detto corrispettivo sarà effettuato in un'unica soluzione anticipata.</i> (B) <i>Il pagamento di ogni servizio va effettuato in anticipo.</i>
Payment (full)	The Customer shall pay each invoice submitted to it by XX, in full and in cleared funds, within 30 days of receipt.	(A) <i>L'Utente è obbligato a pagare, per intero, l'importo indicato nella fattura entro il termine previsto.</i> (B) <i>Ricevimento da parte di XX del pagamento per intero della somma richiesta.</i>
Payment (separate)	Any additional work will be invoiced and payable separately.	<i>In caso di richieste extra di qualsiasi tipo non incluse nel preventivo/contratto, queste verranno conteggiate separatamente.</i>
Payment (within... days)	(A) Unless otherwise stated in the quotation, payment is due strictly within fourteen days of the date of the invoice. (B) Any invoices for renewal of Services will be sent to you via email, and will be due for payment 30 days hence.	<i>Il pagamento dovrà essere effettuato entro 10 (dieci) giorni data fattura.</i>
Personal Data Management	(A) You agree that you will make entirely sure that the information submitted with a domain registration is correct, and that any errors are your responsibility. (B) Please make sure you have the correct contact email address set up.	<i>Il Cliente è tenuto a controllare entro 15 (quindici) giorni dalla data di attivazione dei Servizi l'esattezza dei suoi dati presso il database dell'Authority competente per l'estensione scelta, nel caso in cui entro tale periodo il Cliente non sollevi alcuna eccezione in merito alla correttezza dei propri dati, questi saranno ritenuti corretti.</i>
Personal Data Management	You must only submit to us or the Website information (whether Material, contact details or otherwise) which is accurate and not misleading and you must keep it up-to-date and inform us of any changes.	<i>Nel caso in cui entro tale periodo non venga sollevata alcuna eccezione dell'Utente in merito alla correttezza dei propri dati, XX considererà come esatti i dati inseriti nel database dell'Authority di riferimento.</i>
Personal Data Management (providing false information)	Should we deem that the information provided is inaccurate, false or misleading, you agreed to us blocking your access to the account and associated Services.	(A) <i>Egli prende atto ed accetta che sarà ritenuto, anche penalmente, responsabile per le dichiarazioni mendaci.</i> (B) <i>Nel caso in cui il Cliente abbia fornito a XX dati che risultino essere falsi o</i>

		<i>incompleti (...) XX si riserva il diritto di: a) rifiutare la richiesta inoltrata dal Cliente; b) sospendere, senza preavviso, i servizi; c) risolvere il contratto.</i>
Pro-rata portion of the fees	XX shall refund to the Client the pro-rata portion of the Pre-paid fees.	<i>XX potrà in qualsiasi momento disattivare il Servizio senza ulteriore avviso e rimborsare al Cliente il rateo dell'importo pagato.</i>
Refund	You may (...) receive a refund for any products or services paid for but not received.	<i>Il cliente (...) ha diritto di richiedere il rimborso di quanto versato e non goduto.</i>
Refund (deposit retained by the company)	In the event that the work is postponed or cancelled at the request of the Client, (...) the Developer shall have the right to retain the original deposit.	<i>Il mancato pagamento da parte dell'Utente del corrispettivo pattuito al rinnovo autorizza XX alla sospensione del servizio trascorsi 15 giorni dalla data in cui il pagamento doveva essere effettuato; eventuali somme corrisposte a titolo di anticipo o cauzione saranno trattenute da XX a copertura delle spese sostenute.</i>
Refund (pro-rata)	(A) We will refund the Services Contract price on a pro rata basis. (B) XX shall refund to the Client the pro-rata portion of the Pre-paid fees attributable to Services not yet rendered as of the Termination Date.	<i>In conseguenza dell'esercizio del recesso, XX sarà tenuta a restituire al Cliente esclusivamente il rateo del prezzo del Servizio corrispondente al numero di giorni non utilizzati.</i>
Refund (no refund)	The Customer shall not be entitled to any refund of Fees.	<i>Perdere qualsiasi diritto al rimborso di quanto pagato.</i>
Refund (no refund)	(A) Refunds are not available. (B) No refund can be made. (C) The Customer is not entitled to a refund of any (...). (D) The Customer shall not be entitled to any refund of fees.	<i>Restando esplicitamente escluso ogni e qualsiasi rimborso o indennizzo o responsabilità del FORNITORE.</i>
Refund (no refund)	(A) XX shall not refund amounts already billed for the service period in which You terminate the agreement. (B) We can not refund any payments received before cancellation. (C) XX shall not refund to the Client any fees paid in advance of such termination, and the client shall be required to pay 100% of any remaining charges which fall due under this agreement.	<i>Qualora il CLIENTE receda dal presente accordo prima dello scadere dello stesso non ha diritto ad alcun rimborso per il periodo di servizio non goduto.</i>
Refund (no refund)	This is a non refundable charge. You accept that failure to pay your renewal invoice for your domain name will mean your domain	<i>Il fornitore non sarà tenuto a restituire alcunché ove lo stesso abbia riscontrato un inadempimento dell'utente agli obblighi di</i>

	may be lost and accept full liability of failure to pay.	<i>cui al presente contratto.</i>
Relationship between the parties	Relationship of Parties – XX, in rendering performance under this Agreement, shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership.	<i>L'eventuale esistenza di altri rapporti contrattuali tra XX e il Cliente non determina alcuna colleganza con gli stessi che rimangono, pertanto, separati ed autonomi.</i>
Service end	Services will terminate at the end of the contractual period [contract end date].	<i>Alla scadenza fissata per il servizio prescelto, il presente contratto cesserà la sua efficacia salvo rinnovo.</i>
Service fitness for purpose	The Company does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise.	<i>XX assume obbligazione di mezzi e non di risultato.</i>
Service fitness for purpose	No warranty, guarantee or other term relating to quality or fitness for purpose is given in respect of the goods supplied by us.	<i>Si precisa, altresì, che né XX né alcuno dei propri licenziatari, dipendenti, collaboratori o agenti garantiscono l'idoneità del servizio.</i>
Service misuse	Any violators of this TOS may have their services cancelled without refund and/or, if deemed appropriate, be legally prosecuted.	<i>Ogni eventuale abuso sarà perseguito a norma di legge.</i>
Service misuse	The Customer understands that any such violation is unlawful in many jurisdictions and that any contravention of law may result in criminal prosecution.	<i>Il Cliente assumerà, perciò, ogni responsabilità circa qualsiasi uso improprio del Servizio.</i>
Service suspension	(A) We may without liability or further notice suspend Services or in certain circumstances terminate your contract. (B) We shall be entitled at anytime on giving notice to you to suspend the provision of the Services with immediate effect.	<i>XX si riserva il diritto di: (...) sospendere i servizi con effetto immediato, senza preavviso e a tempo indeterminato.</i>
Service suspension	If an invoice is overdue, a warning of suspension notice will be sent to you.	<i>In caso di insoluto totale o parziale delle scadenze concordate, XY ha facoltà di sospendere qualsiasi servizio.</i>
Service suspension	XX may suspend, interrupt, or terminate Services on any account (or related account) that is overdue for payment, howsoever occurring.	<i>In caso di mancato pagamento del canone il Fornitore potrà disporre della sospensione del servizio, che sarà riattivato solo ad avvenuto pagamento (previo pagamento di eventuali penali).</i>
Service suspension	XX may at its discretion suspend or terminate the supply of any goods and services if the buyer fails to make any payment when due.	<i>XX si riserva la facoltà di sospendere immediatamente l'erogazione del Servizio in caso di insolvenza da parte del Cliente.</i>
Service suspension	XX may terminate this Agreement and / or suspend Services without notice if payment for Services is overdue.	<i>XX ha facoltà di sospendere, senza preavviso, l'erogazione del servizio qualora il Cliente sia in una condizione di morosità per il mancato pagamento dei canoni.</i>
Service	(A) If payment is not received on the due	<i>Nel caso in cui, per qualsiasi motivo, il</i>

suspension	<p>date, XX reserve the right to suspend your account and can delete all remaining data.</p> <p>(B) If payment is not made in full within 14 days all technical support will be revoked.</p> <p>(C) If payment is not made in the following 7 day period your account will be deleted.</p>	<p><i>pagamento del prezzo non risulti valido o venga revocato o annullato dal Cliente, oppure non sia eseguito, confermato o accreditato a beneficio della stessa XX, quest'ultima si riserva la facoltà di sospendere e/o interrompere con effetto immediato l'attivazione e/o la fornitura del Servizio.</i></p>
Service suspension	<p>If no payment is made within terms the service will automatically lapse for 21 days before being fully cancelled and removed from our systems.</p>	<p><i>Trascorsi inutilmente 10 (dieci) giorni dalla comunicazione stessa, XX si riserva il diritto di sospendere i servizi oggetto del presente contratto senza necessità di ulteriore comunicazione al Cliente.</i></p>
Services: characteristics	<p>XX may: (...) Vary the technical specification of Service for operational reasons.</p>	<p><i>Il Cliente prende atto ed accetta che il servizio oggetto del presente documento è caratterizzato da tecnologia in continua evoluzione, per questi motivi XX si riserva il diritto di modificare in meglio le caratteristiche tecniche ed economiche del Servizio, degli strumenti ad esso correlati e di variare le condizioni del Contratto in qualsiasi momento</i></p>
Terms and conditions (conflict / interpretation)	<p>In case of any conflict between this clause 6 and any other clause of this agreement, the provisions of this clause 6 shall prevail.</p>	<p><i>In caso di difformità fra i contenuti dei documenti sopra indicati, è data prevalenza all'Offerta Commerciale ed, in subordine, alle presenti Condizioni Generali.</i></p>
Terms and conditions (general scope)	<p>The XX Acceptable Use and Service Guidelines (the 'Usage Guidelines') govern the general policies and procedures for use of the Services.</p>	<p><i>(A) Le presenti condizioni generali di Contratto (...) hanno una portata di carattere generale.</i></p> <p><i>(B) Le presenti Condizioni Generali hanno valenza di carattere generale.</i></p>
VAT	<p>The Purchase Price is exclusive of VAT. VAT shall be charged at the prescribed rate at the date of invoicing.</p>	<p><i>A tutti gli importi fatturati sarà applicata l'Iva.</i></p>
VAT	<p>All sums payable under the Contract (...) are exclusive of VAT and any other duty or tax which shall be payable by the Client unless otherwise stated.</p>	<p><i>Ai fini della conclusione del contratto, il Cliente è tenuto a corrispondere a XX l'importo fissato per il servizio richiesto oltre IVA e altri eventuali oneri di legge.</i></p>
VAT	<p>(A) The Price does not include VAT.</p> <p>(B) The price of the Services exclude VAT.</p>	<p><i>A tutti i corrispettivi dovrà essere aggiunta l' IVA.</i></p>
VAT	<p>Excluding VAT and expenses.</p>	<p><i>Oltre IVA e altri eventuali oneri di legge.</i></p>

Appendix 21 The students' first translation (Italian>English) with marks

This appendix provides the students' target phrases proposed in the first translation assignment from Italian into English. For reasons of completeness, it also shows the corpus-based translations of the source phrases. It presents the number of students proposing each translation option and the corresponding mark given. The target phrases are listed from the most frequent to the least.

Source phrase	No. of target phrases	Translations proposed by the students (the first line is the corpus-based translation)	No. of students (out of 46)	% of students	S/I/U
<i>1. Il recesso</i>		<i>Corpus-based:</i> withdrawal; termination; cancellation [UK]			
	1	The withdrawal	29	63.04%	S
	2	(The) termination	11	23.91%	S
	3	Contract termination	3	6.52%	S
	4	The cancellation	1	2.17%	S/I
	5	Revocation	1	2.17%	U
	6	The rescission [<i>sic</i>]	1	2.17%	U
		Total 'S'	43	93.48%	
		Total 'S/I'	1	2.17%	
		Total 'U'	2	4.35%	
<i>2. avrà efficacia</i>		<i>Corpus-based:</i> this agreement may/shall be terminated			
	7	Will be effective; is effective	15	32.61%	S
	8	Shall be effective; shall become effective	10	21.74%	S
	9	Will take effect; will have effect	4	8.70%	S
	10	Shall take effect	4	8.70%	S
	11	Will come into effect	4	8.70%	I
	12	Shall be in force; shall come into force	2	4.35%	U
	13	Will have validity	2	4.35%	U
	14	Will be in place	1	2.17%	U
	15	's effectiveness	1	2.17%	U
	16	Shall expire	1	2.17%	U
	17	Will be operative	1	2.17%	U
	18	Will take legal effect	1	2.17%	U
		Total 'S'	33	71.74%	
		Total 'U'	9	19.57%	
		Total 'I'	4	8.70%	

<i>3. entro 30 (trenta) giorni dalla</i>		<i>Corpus-based:</i> within 30 (thirty) (starting) days from; within 30 days of the date of			
	19	Within 30 (thirty) days from	30	65.22%	S
	20	Within 30 days of	5	10.87%	S
	21	Within 30 days starting from / following	3	6.52%	S
	22	Within/in 30 days since	2	4.35%	S
	23	Within 30 days after	2	4.35%	S
	24	By 30 days from	2	4.35%	U
	25	Within a period of 30 days following	1	2.17%	I
	26	In 30 days from	1	2.17%	I
		Total 'S'	42	92.30%	
		Total 'I'	2	4.35%	
		Total 'U'	2	4.35%	
<i>4. data di ricevimento da parte di XX</i>		<i>Corpus-based:</i> the date of (XX's) receipt; (within .. days) of our receipt / of the receipt of / from receipt of; on which XX receives; starting from the date after the customer receives; days of receipt by the other party of; days of receiving the			
	27	The date of receipt (by XX) of ... (by XX)	16	34.78%	S
	28	The date on which XX receives the	9	19.57%	S
	29	The reception (date) from XX of; the date of reception of XX	8	17.39%	U
	30	The date of delivery (by XX) of... (by XX)	3	6.52%	U
	31	The (date of the) receipt of ... from XX	2	4.35%	S
	32	The receipt by XX of...	2	4.35%	S
	33	The receiving of ... from XX	2	4.35%	I
	34	Receipt of...	1	2.17%	S
	35	(after) Receiving the ... on behalf of XX	1	2.17%	I
	36	Receipt on the part of XX of...	1	2.17%	I
	37	The date of XX's receipt [<i>sic</i>] of ...	1	2.17%	U
		Total 'S'	30	65.22%	
		Total 'U'	12	26.09%	
		Total 'I'	4	8.70%	
<i>5. della predetta</i>		<i>Corpus-based:</i> of such (written) notice;			

<i>comunicazione</i>		of this notification; of such communication			
	38	Of the aforementioned / above-mentioned / aforesaid communication	25	54.35%	S
	39	Of the abovementioned / aforementioned notification	7	15.22%	S
	40	Of the aforementioned notice	5	10.87%	S
	41	Of the aforesaid notice	2	4.35%	S
	42	Of this / that notice	2	4.35%	U
	43	This / the communication	2	4.35%	U
	44	Of said notification	1	2.17%	S
	45	The foretold communication	1	2.17%	U
	46	The present notice	1	2.17%	U
		Total 'S'	40	86.96%	
		Total 'U'	6	13.04%	
<i>6. legittimando XX</i>		<i>Corpus-based:</i> thereafter XX shall have the right/reserves the right / shall be entitled; allowing you to cancel the contract			
	47	Thus/thereby legitimising XX; which shall legitimate XX; so that to legitimate XX; will be legitimated to	33	71.74%	U
	48	XX shall be entitled; entitling XX	6	13.04%	S
	49	Allowing XX; and shall allow XX	3	6.52%	S
	50	Giving XX the authority to; authorizing XX to	2	4.35%	I
	51	Validating XX	1	2.17%	U
	52	Giving XX the grounds for	1	2.17%	U
		Total 'S'	9	19.57%	
		Total 'U'	35	76.09%	
		Total 'I'	2	4.35%	
<i>7. a disattivare il Servizio</i>		<i>Corpus-based:</i> to cancel / suspend / terminate the service			
	53	To deactivate / deactivating the service; the deactivation of the service	24	52.17%	I
	54	To cancel the service	9	19.57%	S
	55	To disable the service	8	17.39%	S
	56	To disactivate [<i>sic</i>] the service	2	4.35%	U

	57	To terminate the service	1	2.17%	S
	58	To disconnect the service	1	2.17%	S
	59	To interrupt the service	1	2.17%	S
		Total 'I'	24	52.17%	
		Total 'S'	20	43.48%	
		Total 'U'	2	4.35%	
<i>8. e ad effettuare l'eventuale rimborso</i>		<i>Corpus-based:</i> and refund; offer / provide / entitle you to a (full) refund; refunds will be issued; make any refunds			
	60	And to make / issue / pay any refund	10	21.74%	S
	61	To proceed with / make / ask for the eventual refund / and eventually refund	6	13.04%	U
	62	To make / issue a potential refund; and potentially refund	5	10.87%	I
	63	And make any reimbursement; make the possible reimbursement; and reimburse	5	10.87%	U
	64	Offer / provide / entitle you to a (full) refund	4	8.70%	S
	65	Implement any possible refund	4	8.70%	U
	66	And refund... where applicable	2	4.35%	S
	67	To make the contingent reimbursement	2	4.35%	U
	68	And potentially reimburse; make the potential reimbursement	2	4.35%	U
	69	To effect the possible / and make any repayment	2	4.35%	U
	70	And repay	1	2.17%	U
	71	To execute the contingent refund	1	2.17%	U
	72	Carry out a potential refund	1	2.17%	U
	73	And to proceed to any refund	1	2.17%	U
		Total 'U'	25	54.35%	
		Total 'S'	16	34.78%	
		Total 'I'	5	10.87%	
<i>9. del rateo</i>		<i>Corpus-based:</i> any pro-rated payment; any proportion of the fees incurred; pro-rata refund			
	74	Of the / any accrual	15	32.61%	U
	75	Omission	14	30.43%	U

	76	Of the instalment	13	28.26%	U
	77	Of the rate	2	4.35%	U
	78	Of the pro-rated amount	1	2.17%	S
	79	The possible amount	1	2.17%	U
		Total 'U'	45	97.83%	
		Total 'S'	1	2.17%	
<i>10. dell'importo pagato.</i>		<i>Corpus-based: of the price / fees paid; of the amount actually paid</i>			
	80	Of the amount paid / paid amount	36	78.26%	S
	81	Of the paid sum	3	6.52%	I
	82	Of the accrued amount paid	2	4.35%	I
	83	Of the payment	1	2.17%	S
	84	Of the paid price	1	2.17%	S
	85	Of the instalment paid	1	2.17%	U
	86	Of the paid payment's amount	1	2.17%	U
	87*	Of the payment done before	1	2.17%	U
		Total 'S'	38	82.61%	
		Total 'I'	5	10.87%	
		Total 'U'	3	6.52%	

*Total number of phrases (and omissions) proposed by the students: 87

Legend:

S = Satisfactory (correct and frequent)

I = In need of improvement (there are minor issues or the terminology is generally correct but not frequent)

S/I = Satisfactory or In need of improvement (the term is satisfactory or in need of improvement depending on the target legal system, i.e., it is satisfactory in some circumstances but not completely satisfactory in others)

U = Unsatisfactory (the term/word does not make any sense; it is incomprehensible in the context; it is a mistranslation; it shows no frequency in any contract database, or there are major grammatical issues)

Appendix 22 Sketch Engine corpus-based analyses for the first translation assignment (Italian>English)

This appendix shows the SE searches carried out during the first lesson to show how to consult the corpora for the translation of the Italian clause and how to address the students' shortcomings. The online Hoepli bilingual Dictionary (<https://dizionari.repubblica.it>) was also consulted. In this case, the phrase 'Hoepli Dictionary' is reported in the table below. The content of this appendix was sent to the students as a reference guide. At the bottom of the table, it is possible to find corpus-based translations of the source clause.

Source text	I look for... in SE	I find....
<i>Il recesso avrà</i>	Termination *ll	<i>Unrelated:</i> termination shall be without prejudice to; termination shall include the removal..; termination will continue to be enforceable..
	Termination withdrawal W/lemma shall will 2 r	<i>Same as above (and no hits with 'withdrawal')</i>
	Cancellation *ll	<i>Unrelated:</i> your cancellation will be ineffective and we will continue to provide services; Any outstanding fees which are paid in advance of cancellation will be pro-rated and refunded by XX
<i>Avrà efficacia</i>	Be effective	<i>No sentences starting with 'termination' or 'withdrawal'. However, it is possible to notice the following phrases:</i> Term and termination - this agreement shall be effective as of the time frame the customer signs up for or agrees to the supply of 'seo services'; <u>This agreement may be terminated</u> (i) by either party <u>upon written notice to the other</u> giving (30) days notice from the end of...; This Agreement shall be terminated
	Effect	<i>Unrelated:</i> this agreement shall be in effect from the date specified on the quote and has a minimum term of 6 months unless otherwise indicated in writing; shall remain in full force and effect
<i>Entro trenta giorni da (ricevimento)</i>	*in * days W/lemma day date 5 r	Within 14 days starting <u>from the day after</u> the customer receives the; within 14 days <u>of the date</u> of issue of
	*in * days W/lemma receiving receives 5 r receipt reception	Within 5 days of its receipt; within fourteen days <u>of</u> receipt of a notice; within 30 days of our receipt of this notification; within 30 days <u>from</u> receipt of the acceptance confirmation
<i>Ricevimento</i>	Receipt of	Receipt of such notice; receipt of a notice; receipt of this / such notification; receipt of such communication
<i>Ricevimento da</i>	Receipt	<i>'notice' prevails:</i>

<i>parte di XX della predetta comunicazione</i>	W/lemma notice notification communication XX 5 r	Within 30 days of receipt of a written notice; within 30 days of <u>our</u> receipt of this notification; the date of (XX's) receipt; (within .. days) of our receipt / of the receipt of / from receipt of; on which XX receives; starting from the date after the Customer receives; days of receipt by the other party of
	Recei* W/lemma day date	(in addition to the results above): Days of receiving the
	Day* date W/lemma receipt receive reception 10 r/l	(within .. days) of our receipt / of the receipt of / from receipt of; on which XX receives; starting from the date after the customer receives; days of receipt by the other party of; days of receiving the
<i>Predetta comunicazione</i>	Notice communication notification	Such notice; such written notice; prior communication; this / such notification
	The * notice	<i>Unrelated:</i> the client notice; the date notice
	The * communication	0 hits
	The * notification	<i>Unrelated:</i> the respective notification
	Of * notice	Of such notice (<i>nothing referred to XX or company</i>)
	Of * * notice	Of such written notice
	Of * communication	Of such communication (<i>nothing referred to XX or company</i>)
	Of * * communication	Of any prior communication
	Of * notification	Within 30 days of <u>our</u> receipt Of this notification; on receipt of such notification
	Of * * notification	0 hits
	Receipt of W/lemma by 5/r	<i>Unrelated:</i> receipt of this by contacting you
<i>Legittimando [see 'disattivare' first]</i>		
<i>Disattivare</i>	Deactivat*	We reserve the right to deactivate any website; deactivate your account => <i>it does not collocate with 'service'</i>
	activat W/lemma service services 5 r/l	<i>Unrelated to 'deactivate':</i> service activation and continuance; we will reactivate your service
	Service* W/lemma cancel disable	<i>Mostly: cancel, terminate:</i> To <u>cancel</u> this service; suspending or <u>terminating</u> the service; <u>interrupt</u> the service (1 hit).

	terminate interrupt deactivate 10 r/l	
<i>Legittimando</i>	Legitima*	<i>Unrelated:</i> legitimate reason; legitimate (postal) address
	Right W/lemma service services cancel terminate 10 r	XX <u>reserves the right</u> forthwith to withdraw, suspend or cancel the services; we <u>shall have the right</u> to cancel the account and terminate the services; we <u>reserve the right</u> to remove or modify services
	Entitle* W/lemma service services cancel terminate 10 r	XX is <u>entitled to suspend</u> services; XX <u>shall be entitled</u> to suspend or terminate the service
<i>Rimborso</i>	Hoepli Dictionary	Refund; reimbursement
	Reimburs*	<i>Unrelated (different meanings):</i> The customer shall reimburse the host his reasonable <u>costs incurred</u> ; the client agrees to reimburse the developer for any client <u>requested expenses</u>
	Refund	Refund you the full amount; <u>refund any pro rated payments</u> ; when we deem it necessary to cancel or terminate services, our refund process is to refund on the unexpired minimum term <u>pro-rata basis for the price you paid</u> ; <u>to refund any proportion</u> of the software and/or licensing fees incurred; and refund; offer / provide / entitle you to a (full) refund; refunds will be issued; make any refunds
<i>Rateo</i>	Pro rat*	They will be entitled to a pro rata refund at the time of cancellation; on a pro rata basis
	Pro-rat* W/lemma refund 5 r/l	XX shall refund to the client the pro-rata portion of the pre-paid fees; we will offer an appropriate pro-rata refund
	Accru*	Such interest shall accrue on a daily basis; interest accruing on a daily basis; shall not affect the accrued rights
<i>Dell'importo pagato</i>	Of the * paid	Of the price paid; of the fees paid
	Of the W/lemma pay 5 r	Of the price paid; of the fees paid; of the amount actually paid

Corpus-based translation proposals

This Agreement may be terminated within 30 (thirty) days...

... upon written notice to the other.

... from the date of receipt of such notice.

... of (XX's) receipt of such / this notification.

Thereafter XX shall have the right...

XX reserves the right...

Thereafter XX shall be entitled to cancel / to terminate (interrupt / suspend) the Service...

... and refund any pro rated payments.

... and refund the fees paid on a pro rata basis.

... and refund any proportion of the fees incurred.

... and shall refund the / any pro-rata portion of the pre-paid fees.

Appendix 23 Web-based searches in support of the marks (first Italian>English translations)

This appendix shows the online searches carried out in the Onecle and LawInsider contract databases to explain and justify the marks given to the students in their first translation assignment (Italian > English). The target phrases are listed in alphabetical order.

Not all the translations proposed by the students are verified online. For instance, phrases with evident grammar issues do not need to be confirmed via online searches, as well as correct renderings or translations already discussed in the chapters of this research project.

Please note that the .onecle.com and .lawinsider.com domains were searched interchangeably during the corrections of the students' assignments. The table below may report only one domain for simplification purposes.

Source text	Translations proposed by students	S/I/U	Google syntax	Results
<i>1-2. Il recesso avrà efficacia</i>	Shall be effective; shall become effective	S	"termination withdrawal shall be effective" site:.onecle.com	Many hits
	Shall be in force; shall come into force	U	"termination shall come into force" site:.onecle.com	0 hits
	Shall take effect	S	"termination shall take effect" site:.onecle.com	Many hits
	Will come into effect	I	"termination withdrawal will come into effect" site:.lawinsider.com; "termination withdrawal will come into effect" site:.onecle.com	1 hit only in the Lawinsider platform
	Will have validity	U	"termination will have validity" site:.onecle.com	0 hits
	Will take effect; will have effect	S	"termination withdrawal will take have effect" site:.onecle.com	Many hits
<i>3. entro trenta (30) giorni dalla</i>	By 30 days from	U	"by * days from * date of receipt" -within site:.onecle.com	0 hits
	In 30 days from	I	"in * days from * date of receipt" site:.onecle.com	The expression 'in (no.) days from the date of receipt' refers to governmental approvals or premises / housing repairs
	Within / in 30 days since	S	"within * days since" site:.onecle.com	Many hits
	Within 30 days after	S	"within * days after" site:.onecle.com	Many hits
	Within a period of 30 days	I	"within a period of * days	1 hit

	following		following * date of receipt" site:.onecle.com	
4. <i>data di ricevimento da parte di XX</i>	(after) Receiving the ... on behalf of XX	I	"after receiving * on behalf of" site:.lawinsider.com "after receiving * on behalf of" site:.onecle.com	1 hit
	Receipt on the part of XX of...	I	"receipt on the part of * of" site:.onecle.com; "receipt on the part of * of" site:.lawinsider.com	0 hits in the Onecle database; 1 hit in the LawInsider
	The (date of the) receipt of ... from XX	S	"the date of receipt of * from" site:.onecle.com	Many hits
	The date of receipt (by XX) of ... (by XX)	S	"the date of receipt by * of" site:.onecle.com; "the date of receipt of * by" site:.onecle.com	Many hits
	The date on which XX receives the	S	"the date on which * receives the" site:.onecle.com	Many hits
	The receiving of ... from XX	I	"the receiving of * from" site:.onecle.com	Very few hits
5. <i>della predetta comunicazione</i>	Of the abovementioned / aforementioned notification	S	"the above-mentioned notification" site:.lawinsider.com; "the aforementioned notification" site:.onecle.com	Many hits
	Of the aforementioned / above-mentioned / aforesaid communication	S	"the above-mentioned communication" site:.lawinsider.com; "the aforesaid communication" site:.lawinsider.com; "the aforementioned communication" site:.lawinsider.com	Some hits
	Of the aforementioned notice	S	"the aforementioned notice" site:.onecle.com	Many hits
	The foretold communication	U	"the foretold communication" site:.onecle.com; "the foretold communication" site:.lawinsider.com	0 hits
6. <i>legittimando XX</i>	Giving XX the authority to; authorizing XX to	U	"authorizing authorized authorize" "suspend interrupt * service services" site:.onecle.com	'authorize' has a different meaning in context
	Legitimising XX to	U	"legitimize legitimise * to *	0 hits; results

			the service" site:.onecle.com; "legitimise legitimize * to" site:.onecle.com; "legitimate * to" site:.lawinsider.com	with 'legitimate' show phrases such as 'legitimate rights'; 'legitimate interest', etc.
7. a disattivare il Servizio	To deactivate / deactivating the service; the deactivation of the service	I	"deactivate interrupt suspend t erminate * service services" site:.onecle.com; "deactivate interrupt suspend t erminate * service services" site:.lawinsider.com	Mostly 'terminate' or 'suspend'; not 'deactivate'
	To disable the service	S	"disable * service services" site:.onecle.com	Some hits
8. e ad effettuare l'eventuale rimborso	And to make / issue / pay any refund	S	"to * any refund" site:.onecle.com	Many hits
	To make / issue a potential refund; and potentially refund	I	"eventual potential possible refund" site:.onecle.com; "to * a potential refund" site:.lawinsider.com	'possible' prevails; only a few hits with 'potential'. Also, the second search generates only 1 hit
9. del rateo	Of the / any accrual	U	"the accrual of the payment" site:.onecle.com; "the accrual of the sum amount paid" site:.onecle.com	0 hits
10. dell'importo pagato.	Of the amount paid / paid amount	S	"of the paid amount" site:.onecle.com; "of the paid amount" site:.lawinsider.com;	Some hits in the Onecle database; many hits in the LawInsider
	Of the paid sum	I	"of the paid sum" site:.lawinsider.com	1 hit

Appendix 24 Overall marks of the first Italian>English translations

This appendix lists the percentage values of the marks (i.e., Satisfactory, In need of improvement, Satisfactory / In need of improvement, and Unsatisfactory) of the students' first translations (Italian > English).

Source phrase	S		S/I		I		U	
	No. (out of 46)	%	No. (out of 46)	%	No. (out of 46)	%	No. (out of 46)	%
1. <i>Il recesso</i>	43	93.48%	1	2.17%	-	-	2	4.35%
2. <i>Avrà efficacia</i>	33	71.74%	-	-	4	8.70%	9	19.57%
3. <i>Entro 30 (trenta) giorni dalla</i>	42	91.30%	-	-	2	4.35%	2	4.35%
4. <i>Data di ricevimento da parte di XX</i>	30	65.22%	-	-	4	8.70%	12	26.09%
5. <i>Della predetta comunicazione</i>	40	86.96%	-	-	-	-	6	13.04%
6. <i>Legittimando XX</i>	9	19.57%	-	-	2	4.35%	35	76.09%
7. <i>A disattivare il Servizio</i>	20	43.48%	-	-	24	52.17%	2	4.35%
8. <i>E ad effettuare l'eventuale rimborso</i>	16	34.78%	-	-	5	10.87%	25	54.35%
9. <i>Del rateo</i>	1	2.17%	-	-	-	-	45	97.83%
10. <i>Dell'importo pagato</i>	38	82.61%	-	-	5	10.87%	3	6.52%

Overall marks

The following table considers all the phrases proposed (or omitted) by the students (i.e., 87) to translate the clause of the first translation assignment from Italian into English. In practice, out of the 10 source phrases, the students proposed 87 target phrases overall, 41% of which were marked 'S', 45% 'U', 13% 'I', and 1% 'S/I'. See Appendix 21 to understand how number 87 is obtained.

Marks	Overall number of phrases proposed by the students	% (out of 87)
S	36	41.38%
S/I	1	1.15%
I	11	12.64%
U	39	44.83%
<i>Total target phrases / translations</i>	87	

Appendix 25 The students' first translation (English>Italian) with marks

This appendix provides the students' target phrases proposed in the first translation assignment from English into Italian. For reasons of completeness, it also shows the corpus-based translations of each source phrase. It presents the number of students proposing each translation option and the corresponding mark given. The target phrases are listed from the most frequent to the least.

Source phrase	No. of target phrases	Translations proposed by the students (the first line is the corpus-based translation)	No. of students (out of 46)	% of students	S/I/U
1. XX shall be entitled to		Corpus-based: <i>XX avrà diritto a; XX si riserva il diritto di</i>			
	1	<i>XX ha (il) diritto di</i>	29	63.04%	S
	2	<i>XX avrà diritto a</i>	9	19.57%	S
	3	<i>XX sarà / è autorizzato a</i>	3	6.52%	I
	4	<i>XX deve essere / sarà legittimato a</i>	2	4.35%	U
	5	<i>XX avrà la facoltà di</i>	1	2.17%	S
	6	<i>XX avrà a carico</i>	1	2.17%	U
	7	<i>XX sarà tenuto a</i>	1	2.17%	U
		Total 'S'	39	84.78%	
		Total 'U'	4	8.70%	
		Total 'I'	3	6.52%	
2. charge interest		Corpus-based: <i>mettere / costituire in mora il cliente; versare interessi di mora; saranno dovuti gli interessi di mora; decorreranno a carico del cliente interessi moratori</i>			
	8	<i>Addebitare / addebitamento di interessi / un interesse</i>	26	56.52%	I
	9	<i>Addebitare interessi di mora</i>	5	10.87%	S
	10	<i>Applicare interessi di mora</i>	3	6.52%	S
	11	<i>Addebitare interessi moratori / un interesse moratorio</i>	3	6.52%	S
	12	<i>Chiedere un interesse / richiedere interessi</i>	2	4.35%	I
	13	<i>Far pagare gli interessi</i>	2	4.35%	I
	14	<i>Imporre una penale</i>	1	2.17%	U
	15	<i>Imputare gli interessi</i>	1	2.17%	U
	16	<i>Riscuotere gli interessi</i>	1	2.17%	U
	17	<i>Pagare gli interessi</i>	1	2.17%	U

	18	<i>Una corresponsione degli interessi moratori</i>	1	2.17%	U
		Total 'I'	30	65.22%	
		Total 'S'	11	23.91%	
		Total 'U'	5	10.87%	
3. in respect of late payment		Corpus-based: <i>in caso di ritardato pagamento; in caso di ritardo nel pagamento</i>			
	19	<i>Nel caso in cui ci fossero / in caso di / relativi a / in base a ritardi / sul ritardo nel pagamento</i>	12	26.09%	S
	20	<i>Sui / in rapporto a / in merito a / in caso di / in relazione a pagamenti tardivi / un pagamento tardivo</i>	11	23.91%	S
	21	<i>In caso di ritardato pagamento</i>	6	13.04%	S
	22	Omission	10	21.74%	U
	23	<i>Relativamente / rispetto al pagamento ritardato</i>	4	8.70%	S
	24	<i>Sui pagamenti in ritardo</i>	1	2.17%	S
	25	<i>Nel rispetto di un tardato pagamento</i>	1	2.17%	I
	26	<i>In merito alla mora</i>	1	2.17%	U
		Total 'S'	34	73.91%	
		Total 'U'	11	23.91%	
		Total 'I'	1	2.17%	
4. of any sum due		Corpus-based: <i>di qualunque somma dovuta; qualunque importo; eventuali importi pattuiti / previsti</i>			
	27	<i>Per / di qualsiasi somma dovuta</i>	25	54.35%	S
	28	<i>Della somma (di denaro)</i>	7	15.22%	I
	29	<i>Per / di qualunque somma dovuta</i>	4	8.70%	S
	30	<i>Per ogni / una somma dovuta</i>	4	8.70%	I
	31	<i>Qualunque / qualsiasi importo / ammontare dovuto</i>	3	6.52%	S
	32	<i>Di qualsiasi somma sottoscritta / inclusa</i>	3	6.52%	U
		Total 'S'	32	69.57%	
		Total 'I'	11	23.91%	
		Total 'U'	3	6.52%	

5. under this Agreement		Corpus-based: <i>in forza / in virtù del presente contratto; ai sensi del contratto</i>			
	33	<i>Ai sensi del presente accordo</i>	22	47.83%	S
	34	<i>Ai sensi di / secondo questo contratto</i>	8	17.39%	I
	35	<i>Ai sensi del presente contratto</i>	4	8.70%	S
	36	<i>Come previsto dal contratto</i>	2	4.35%	S
	37	<i>Stabilita / prevista da questo accordo</i>	2	4.35%	I
	38	<i>In virtù di detto accordo</i>	2	4.35%	U
	39	<i>In virtù del presente accordo</i>	1	2.17%	S
	40	<i>In virtù del presente contratto</i>	1	2.17%	S
	41	<i>In virtù di questo contratto</i>	1	2.17%	S
	42	<i>Nell'ambito di questo accordo</i>	1	2.17%	I
	43	<i>Il suddetto accordo</i>	1	2.17%	U
	44	<i>Dall'accordo</i>	1	2.17%	U
		Total 'S'	31	67.39%	
		Total 'I'	11	23.91%	
		Total 'U'	4	8.70%	
6. which shall accrue		Corpus-based: <i>gli interessi di mora saranno calcolati; da calcolarsi; decorreranno a carico del cliente</i>			
	45	<i>Che / i quali matureranno / che maturerà</i>	30	65.22%	S
	46	<i>Che decorrono / avrà decorrenza da</i>	8	17.39%	S
	47	<i>Che si accumulerà</i>	3	6.52%	U
	48	<i>La quale aumenta / aumenterà il proprio importo</i>	2	4.35%	U
	49	<i>Calcolato</i>	1	2.17%	S
	50	<i>Che verrà maturato</i>	1	2.17%	I
	51	<i>Il quale diritto decorrerà</i>	1	2.17%	U
		Total 'S'	39	84.78%	
		Total 'I'	1	2.17%	
		Total 'U'	6	13.04%	
7. from the date when payment becomes due		Corpus-based: <i>dal giorno del primo insoluto; dalla data in cui il pagamento doveva essere effettuato; dal giorno di sua scadenza; dalla data di scadenza della fattura</i>			

	52	<i>Dalla data / dal momento in cui il pagamento diventa / diventerà esigibile</i>	16	34.78%	I
	53	<i>Dalla data / a partire dal giorno di scadenza del pagamento</i>	14	30.43%	S
	54	<i>A partire / cominciare dalla data del dovuto pagamento / in cui il pagamento è / sarà / diventa dovuto</i>	9	19.57%	I
	55	<i>A partire dalla data in cui il pagamento dovrà essere effettuato</i>	1	2.17%	I
	56	<i>A partire dalla data in cui il pagamento diventa obbligatorio</i>	1	2.17%	I
	57	<i>Dalla data in cui è previsto il pagamento</i>	1	2.17%	I
	58	<i>A partire dalla data in cui il pagamento è stato eseguito</i>	1	2.17%	U
	59	<i>Dal giorno della mora</i>	1	2.17%	U
	60	<i>Dalla data ultima di pagamento</i>	1	2.17%	U
	61	<i>Dal momento in cui il pagamento diventa debito</i>	1	2.17%	U
		Total 'I'	28	60.80%	
		Total 'S'	14	30.43%	
		Total 'U'	4	8.70%	
8. until the date of payment		Corpus-based: <i>fino al pervenimento di idoneo pagamento / effettivo pagamento</i>			
	62	<i>Fino alla data del pagamento</i>	26	56.52%	I
	63	<i>Fino alla data dell'effettivo pagamento</i>	7	15.22%	S
	64	<i>Fino al giorno / alla data del pagamento stesso</i>	4	8.70%	S
	65	Omission	3	6.52%	U
	66	<i>Al giorno / alla data dell'avvenuto pagamento</i>	2	4.35%	S
	67	<i>Fino alla data del versamento</i>	2	4.35%	I
	68	<i>Sino alla data della sua reale esecuzione</i>	1	2.17%	S
	69	<i>Fino al suo estinguimento</i>	1	2.17%	U
		Total 'I'	28	60.87%	
		Total 'S'	14	30.43%	
		Total 'U'	4	8.70%	

9. at a rate of 8% per annum above the base rate of the Bank of England		Corpus-based: <i>nella misura del saggio di interesse della Bank of England maggiorato di 8 (otto) punti percentuali.</i>			
	70	<i>A un tasso dell'8% annuo superiore al tasso base della Banca d'Inghilterra</i>	19	41.30%	S
	71	<i>Ad un tasso dell'8% annuo al di sopra del / sopra il tasso di riferimento / di base della Banca di Inghilterra</i>	5	10.87%	I
	72	<i>A un tasso annuale dell'8% rispetto al / secondo il tasso di riferimento della Banca di Inghilterra</i>	5	10.87%	U
	73	<i>Pari al tasso d'interesse di base della Banca di Inghilterra, maggiorato di 8 punti percentuali</i>	4	8.70%	S
	74	<i>Ad un tasso annuo dell'8% sul tasso base; con un tasso dell'8% sui tassi di base</i>	3	6.52%	U
	75	<i>Con una maggiorazione del 8% annuo al di sopra del tasso base della bank of England in base alle normative</i>	2	4.35%	I
	76	<i>Tasso annuale dell'8% oltre il / in aggiunta al tasso base vigente stabilito presso la Banca di Inghilterra</i>	2	4.35%	I
	77	<i>Un tasso annuo pari; con un tasso del</i>	2	4.35%	U
	78	<i>Fino all'8%</i>	1	2.17%	U
	79	<i>Con un rateo annuo dell'8% superiore al tasso di interesse di base della banca di Inghilterra</i>	1	2.17%	U
	80	<i>Seguendo un tasso minimo</i>	1	2.17%	U
	81	<i>Un'aliquota annua dell'8% al di sopra del tasso di base</i>	1	2.17%	U
		Total 'S'	23	50.00%	
		Total 'U'	14	30.43%	
		Total 'I'	9	19.57%	
10. from time to time in force		Corpus-based: <i>in vigore al momento; di volta in volta applicabile</i>			
	82	<i>Di volta in volta in vigore</i>	21	45.65%	S
	83	<i>Di volta in volta vigente</i>	12	26.09%	S
	84	<i>In vigore / vigente in un dato momento</i>	3	6.52%	I
	85	<i>Di tanto in tanto in vigore</i>	3	6.52%	U

	86	<i>Vigente nell'intervallo di tempo considerato</i>	3	6.52%	U
	87	<i>In vigore in quel momento</i>	1	2.17%	S
	88	<i>Di volta in volta maggiorato dell'8%</i>	1	2.17%	U
	89	<i>In vigore periodicamente</i>	1	2.17%	U
	90*	Omission	1	2.17%	U
		Total 'S'	34	73.91%	
		Total 'U'	9	19.57%	
		Total 'I'	3	6.52%	

*Total number of phrases (and omissions) proposed by the students: 90

Legend:

S = Satisfactory (correct and frequent)

I = In need of improvement (there are minor issues or the terminology is generally correct but not frequent)

S/I = Satisfactory or In need of improvement (the term is satisfactory or in need of improvement depending on the target legal system, i.e., it is satisfactory in some circumstances but not completely satisfactory in others)

U = Unsatisfactory (the term/word does not make any sense; it is incomprehensible in the context; it is a mistranslation; it shows no frequency in any contract database, or there are major grammatical issues)

Appendix 26 Sketch Engine corpus-based analyses for the first translation assignment (English>Italian)

This appendix shows the SE searches carried out during the first lesson to show how to consult the corpora for the translation of the English clause and how to address the students' shortcomings. The online Hoepli bilingual Dictionary (<https://dizionari.repubblica.it>) was also consulted. In this case, the phrase 'Hoepli Dictionary' is reported in the table below. The content of this appendix was sent to the students as a reference guide. At the bottom of the table, it is possible to find corpus-based translations of the source clause.

Word to translate	I look for... in SE	I obtain...
Entitled	Hoepli Dictionary	<i>Avere diritto</i>
	Diritto	<i>Si riserva il diritto di; XX avrà il diritto di</i>
	Diritto W/lemma interesse interessi mora 15 r/l	Unrelated but interesting for the next translations: <i>In caso di ritardato pagamento decorreranno a favore di XX, senza necessità di preventiva messa in mora e senza pregiudizio di ogni altro diverso diritto della stessa, gli interessi di mora sulle somme non puntualmente corrisposte</i>
	Legittim*	Unrelated: <i>Legittimando XX a disattivare il servizio; legittimo titolare...</i>
	Legittim* W/lemma interesse interessi mora 15 r/l	0 hits
	Facoltà	<i>XX si riserva (fin da ora) la facoltà di recedere / sospendere / rinnovare</i>
	Facoltà W/lemma interesse interessi mora 15 r/l	<i>XY ha la <u>facoltà di mettere in mora il cliente</u> a cui saranno calcolati tutti gli interessi</i>
	Tenuto tenuta W/lemma interesse interessi mora 15 r/l	0 hits
Charge interest	Interess* mora* W/lemma addebitare pagare imporre imputare corresponsione r/l	<i>Interessi che XX potrà <u>pretendere</u>; Il ritardato pagamento darà luogo alla <u>corresponsione</u> di un interesse di mora; Il <u>cliente</u> sarà, inoltre, tenuto a <u>versare</u> gli interessi di mora; Mettere / costituire in mora il cliente; Versare interessi di mora; Saranno dovuti gli interessi di mora; Decorreranno a carico del cliente interessi moratori</i> [see also results below]
Late payment	Ritard*	<i>In caso di <u>ritardato pagamento</u> decorreranno a favore di XX, senza necessità di preventiva <u>messa in</u></i>

	Or ritardato pagamento	<i>mora e senza pregiudizio di ogni altro diverso diritto della stessa, gli interessi di mora sulle somme non puntualmente corrisposte da calcolarsi secondo la normativa vigente; In caso di <u>ritardato pagamento / di ritardo nel pagamento</u></i>
	tard W/lemma pagamento pagamenti 10 r/l	<i>In caso di <u>ritardo nel pagamento</u> degli importi dovuti, senza necessità di preventiva diffida, <u>decorreranno a carico del cliente interessi moratori</u> nella misura del saggio di interesse del principale strumento di finanziamento della banca centrale europea maggiorato di 7 (sette) punti percentuali dalla data di scadenza della fattura alla data di <u>effettivo pagamento</u>.</i>
	Tardivo	0 hits
	In mora	<i>Il mancato pagamento nei termini avrà l'effetto di <u>costituire automaticamente in mora il cliente ai sensi di quanto previsto all'art.</u></i>
Any sum due	Import* somm* W/POS verb adjective 1 r	<i>-le somme pagate -le somme dovute -corrispondere l'importo dovuto -importo pattuito -importi dovuti</i>
	Import* somm* W/lemma eventuale qualunque qualsiasi 5 r/l	<i>-qualunque somma dovuta -eventuali ulteriori importi -eventuali somme corrisposte -qualunque importo derivante</i>
	Qual* * dovut*	<i>Mancato pagamento totale o parziale alla scadenza di <u>qualunque somma dovuta in forza del presente contratto</u> determinerà di pieno diritto e senza necessità di previa costituzione in mora</i>
	Importo dovuto	<i>In caso di ritardo nel pagamento degli <u>importi dovuti</u>, senza necessità di preventiva diffida, <u>decorreranno a carico del cliente interessi moratori</u> nella misura del saggio di interesse del principale strumento di finanziamento della banca centrale europea maggiorato di 7 (sette) punti percentuali dalla data di scadenza della fattura alla data di <u>effettivo pagamento</u></i>
Under this agreement	Ai sensi del presente	See results of 'qual* * dovut*' above. Unrelated: <i>ai sensi del presente articolo / comma</i>
	Ai sensi W/lemma contratto 3 r	<i>Ai sensi del contratto</i>
	Secondo il	Unrelated: <i>secondo gli standard europei</i>
	Di questo	2 hits only and unrelated: <i>che fanno parte integrante</i>

		<i>di questo contratto / accordo</i>
	Come previsto da*	Unrelated: <i>come previsto dall'articolo</i>
	Del presente	<i>Del presente contratto</i> (left context function): <u><i>in forza; ai fini, in virtù del presente contratto</i></u>
Accrue	Hoepli Dictionary	<i>Decorriere, maturare</i> (referred to 'interessi')
	Decorr* W/lemma interesse 15 l/r	(see also results of 'sum due') <u><i>Decorreranno a carico del cliente interessi moratori nella misura del saggio di interesse del principale strumento di finanziamento della banca centrale europea maggiorato di 7 (sette) punti percentuali dalla data di scadenza della fattura alla data di effettivo pagamento; Decorrono a carico del cliente; In caso di ritardato pagamento decorreranno a favore di XX, senza necessità di preventiva messa in mora e senza pregiudizio di ogni altro diverso diritto della stessa, gli interessi di mora</i></u>
	Calcolare W/lemma interesse 10 r	<i>XY ha la facoltà di mettere in mora il cliente a cui saranno calcolati tutti gli interessi sugli importi dal giorno del primo insoluto</i>
	Matur*	Unrelated: <i>quote di canone maturate</i>
	Accum* W/lemma interesse interessi mora 10 r/l	0 hits
From the date when payment becomes due	Dalla data W/lemma pagamento 15 r	(see also results of 'decorr*') <i>dalla data di scadenza della fattura alla data di effettivo pagamento</i>
	Da* W/lemma pagamento 5 r	<i>Dalla data in cui il pagamento doveva essere effettuato; Dalla data di scadenza della fattura alla data di effettivo pagamento</i>
	Dal giorno	<i>Dal giorno del primo insoluto; Con decorrenza dal giorno di sua / loro scadenza</i>
	Esigib*	(it does not collocate with 'payment'): <i>L'esigibilità immediata di tutte le somme ancora dovute</i>
Until the date of payment	Fino a* Fino al	-fino al momento in cui persisterà la situazione di morosità -fino al pervenimento di <u><i>idoneo pagamento</i></u> -fino al saldo (see results above for <i>da*</i>): -alla data di effettivo pagamento
At a rate of 8% per annum above the base rate of	Superiore	Unrelated: <i>importo; periodo di tempo</i>

the bank of england		
	Maggiorato	(also noticed above; see results for 'decorr*'): <i>Nella misura del saggio di interesse del principale strumento di finanziamento della Banca Centrale Europea maggiorato di 7 (sette) punti percentuali dalla data di scadenza della fattura alla data di effettivo pagamento.</i>
	Tasso saggio <i>W/lemma sopra oltre maggiorazione aggiunta 10 r/l</i>	0 hits
(From time to time) in force	In vigore	<i>In vigore al momento</i>
	Di volta	<i>Di volta in volta applicabili</i>

Corpus-based translation proposals

XX avrà diritto [XX si riserva la facoltà] di mettere / costituire in mora il Cliente in caso di ritardato pagamento (alla scadenza) di qualunque somma dovuta in forza del presente contratto. Gli interessi di mora saranno calcolati dal giorno del primo insoluto fino al pervenimento di idoneo pagamento nella misura del saggio di interesse della Bank of England in vigore al momento maggiorato di 8 (otto) punti percentuali.

OR

In caso di ritardato pagamento / di ritardo nel pagamento degli importi dovuti (ai sensi del presente contratto), decorreranno a favore di XX / a carico del Cliente gli interessi di mora / gli interessi moratori, che saranno calcolati dal giorno del primo insoluto fino al momento in cui persisterà la situazione di morosità, nella misura del saggio di interesse della Bank of England di volta in volta applicabile maggiorato di 8 (otto) punti percentuali.

Appendix 27 Web-based searches in support of the marks (first English>Italian translations)

This appendix lists the online searches carried out in the .gov.it, .cnel.it and/or .it domains to explain and justify the marks given to the students in their first translation assignment (English > Italian). The target phrases are listed in alphabetical order.

Not all the translations proposed by the students are verified online. For instance, phrases with evident grammar issues do not need to be confirmed via online searches, as well as correct renderings or translations already discussed in the chapters of this research project.

Please note that the .gov.it, cnel.it and .it domains were searched interchangeably during the corrections of the students' assignments. The table below may report only one domain for simplification purposes.

Source text	Translations proposed by students	S/I/U	Google syntax	Results
1. XX shall be entitled to	<i>XX avrà diritto a</i>	S	"società cliente consumatore avrà * diritto facoltà" site:.gov.it	Many hits with ' <i>diritto</i> ' and ' <i>facoltà</i> '
	<i>XX avrà la facoltà di</i>	S	"società cliente consumatore avrà * diritto facoltà" site:.gov.it	Many hits with ' <i>diritto</i> ' and ' <i>facoltà</i> '
	<i>XX deve essere / sarà legittimato a</i>	U	"legittimato legittimare * interessi di mora" site:.gov.it	0 hits
2. charge interest	<i>Addebitare / addebitamento di interessi / un interesse</i>	I	"ritardato pagamento * interesse" site:.gov.it	The results always show the modifiers ' <i>moratorio</i> ', ' <i>di mora</i> ', or ' <i>legale</i> ' after ' <i>interesse</i> '
	<i>Addebitare interessi di mora</i>	S	"addebitare interessi di mora" site:.gov.it	Many hits
	<i>Applicare interessi di mora</i>	S	"applicare * interessi di mora" site:.gov.it	Many hits
	<i>Chiedere un interesse / richiedere interessi</i>	I	"chiedere richiedere interessi di mora" site:.gov.it	Very few hits with ' <i>chiedere</i> ' and in the students' translations, ' <i>di mora</i> ' is missing
	<i>Imputare gli interessi</i>	U	"imputare * interessi di mora" site:.gov.it	0 hits
3. in respect of late payment	<i>Nel rispetto di un tardato pagamento</i>	I	"un tardato pagamento" site:.gov.it; "nel rispetto di un tardato pagamento" site:.it	Results suggest ' <i>tardivo</i> ' or ' <i>ritardato</i> '
	<i>Sui / in rapporto a / in merito a / in caso di / in relazione a pagamenti tardivi / un pagamento tardivo</i>	S	"pagamento tardivo" "interessi * mora moratori" site:.gov.it; "pagamento tardivo * interesse interessi" site:.gov.it	Many hits
4. of any sum due	<i>Per / di qualsiasi somma dovuta</i>	S	"qualunque qualsiasi somma dovuta" site:.gov.it	Many hits with both ' <i>qualunque</i> ' and

				'qualsiasi'
	<i>Per / di qualunque somma dovuta</i>	S	"qualunque qualsiasi somma dovuta" site:.gov.it	Many hits with both 'qualunque' and 'qualsiasi'
	<i>Per ogni / una somma dovuta</i>	I	"per ogni una somma dovuta" site:.gov.it; "per ogni una somma dovuta" site:.cnel.it; "interesse interessi * per ogni una somma dovuta" site:.it	No related hits (there are results with 'su ogni somma' or 'pagare la somma dovuta'). One hit only in the .it domain
5. under this Agreement	<i>Ai sensi del presente accordo</i>	S	"ai sensi del presente accordo" site:.gov.it	Many hits
	<i>Ai sensi del presente contratto</i>	S	"ai sensi del presente contratto" site:.gov.it	Many hits
	<i>Ai sensi di / secondo questo contratto</i>	I	"ai sensi di questo contratto" site:.gov.it; "secondo questo contratto" site:.gov.it; "ai sensi di questo contratto" site:.cnel.it; "secondo questo contratto" site:.cnel.it; "secondo questo contratto" site:.it	1 hit in the searches in the.gov.it domain. The CNEL domain generates no results. If the .it domain is searched for, unrelated contexts are obtained (the phrase 'secondo questo contratto' means 'by interpreting this contract')
	<i>Come previsto dal contratto</i>	S	"come previsto * contratto" site:.gov.it	Many hits
	<i>In virtù di questo contratto</i>	S	"in virtù * questo contratto" site:.gov.it; "in virtù di questo contratto" site:.it	Many hits in the .it domain
6. which shall accrue	<i>Che / i quali matureranno / che maturerà</i>	S	"interessi * mora moratori legali matureranno maturano" site:.gov.it	Many hits
	<i>Che verrà maturato</i>	I	"interesse * che verrà maturato" site:.gov.it; "interesse * che verrà maturato" site:.cnel.it "interesse * che verrà maturato" site:.it	0 hits in the .gov.it and .cnel.it domains; 1 hit in the .it domain
7. from the date when payment	<i>A partire / cominciare dalla data del dovuto</i>	I	"pagamento * dovuto" site:.gov.it;	The expression 'pagamento .. dovuto' is not in use. Among the

becomes due	<i>pagamento / in cui il pagamento è / sarà / diventa dovuto</i>		"pagamento * dovuto" site:.cnel.it	results, there are phrases with ' <i>pagamento del dovuto</i> ' or ' <i>pagamento dell'importo dovuto</i> '. The CNEL domain produces ' <i>versamento dell'acconto dovuto</i> ', which is unrelated
	<i>A partire dalla data in cui il pagamento diventa obbligatorio</i>	I	"interesse interessi" "da quando * pagamento * obbligatorio" site:.it	Unrelated hits
	<i>A partire dalla data in cui il pagamento dovrà essere effettuato</i>	I	"interesse interessi di mora" "pagamento * effettuato" site:.gov.it; "interesse interessi di mora" "pagamento * effettuato" site:.it	The two phrases are not strictly connected
	<i>Dalla data / a partire dal giorno di scadenza del pagamento</i>	S	"interessi moratori" "dalla scadenza del pagamento" site:.gov.it	Many hits
	<i>Dalla data / dal momento in cui il pagamento diventa / diventerà esigibile</i>	I	"interessi * mora moratori legali" "pagamento * esigibile" site:.gov.it; "interessi * mora moratori legali" "pagamento * esigibile" site:.it; "interessi * mora moratori legali" "pagamento * esigibile" site:.cnel.it	Unrelated hits; no results in the CNEL domain
8. until the date of payment	<i>Al giorno / alla data dell'avvenuto pagamento</i>	S	"fino a * avvenuto pagamento" site:.gov.it	Many hits
	<i>Fino al giorno / alla data del pagamento stesso</i>	S	"interessi interesse di mora" "data * pagamento stesso" site:.gov.it	Many hits
	<i>Fino al suo estinguimento</i>	U	"interessi interesse di mora" "estinzione * pagamento" site:.gov.it; "estinzione * pagamento" site:.it	The right word is ' <i>estinzione</i> ', not ' <i>estinguimento</i> '. Even so, ' <i>estinzione</i> ' refers to a procedure or a debt, not a payment
9. at a rate of 8% per annum above the base rate of the Bank of England	<i>A un tasso annuale dell'8% rispetto al / secondo il tasso di riferimento della Banca di Inghilterra</i>	U	"interessi interesse di mora" "tasso saggio * rispetto a" site:.gov.it	0 hits
	<i>A un tasso dell'8% annuo</i>	S	"interessi interesse di mora"	Many hits

	<i>superiore al tasso base della Banca d'Inghilterra</i>		"tasso saggio superiore a al" site:.gov.it	
	<i>Ad un tasso dell'8% annuo al di sopra del / sopra il tasso di riferimento / di base della Banca di Inghilterra</i>	I	"interessi interesse di mora" "tasso saggio * sopra" site:.gov.it; "interessi interesse di mora" "tasso saggio * sopra" site:.it "interessi interesse di mora" "tasso saggio * sopra" site:.cnel.it	Unrelated hits, e.g., 'sopra' is followed by 'menzionato' ('mentioned') or 'soglia' ('standards'); the CNEL domain produces no hits
	<i>Tasso annuale dell'8% oltre il / in aggiunta al tasso base vigente stabilito presso la Banca di Inghilterra</i>	I	"interessi interesse di mora" "tasso saggio * oltre" site:.gov.it.; "interessi interesse di mora" "tasso saggio * in aggiunta" site:.gov.it	Unrelated hits
10. from time to time in force	<i>Di volta in volta in vigore</i>	S	"di volta in volta in vigore" site:.gov.it; "tasso interesse * di volta in volta in vigore" site:.it	Many hits
	<i>Di volta in volta vigente</i>	S	"tasso interesse * di volta in volta vigente" site:.gov.it	Many hits
	<i>In vigore / vigente in un dato momento</i>	I	"vigore vigente in un dato momento" site:.gov.it; "vigore vigente in un dato momento" site:.it; "vigore vigente in un dato momento" site:.cnel.it	In these contexts, the phrase 'in vigore / vigente' clearly refers to laws or law decrees, not interest rates
	<i>In vigore in quel momento</i>	S	"vigore vigente in quel momento" site:.gov.it; "tasso interesse * vigore vigente in quel momento" site:.it	Many hits

Appendix 28 Overall marks of the first English>Italian translations

This appendix lists the percentage values of the marks (i.e., Satisfactory, In need of improvement, Satisfactory / In need of improvement, and Unsatisfactory) of the students' first translations (English > Italian).

Source phrase	S		I		U	
	No. (out of 46)	%	No. (out of 46)	%	No. (out of 46)	%
1. XX shall be entitled to	39	84.78%	3	6.52%	4	8.70%
2. Charge interest	30	23.91%	11	65.22%	5	10.87%
3. In respect of late payment	34	73.91%	1	2.17%	11	23.91%
4. Of any sum due	32	69.57%	11	23.91%	3	6.52%
5. Under this Agreement	31	67.39%	11	23.91%	4	8.70%
6. Which shall accrue	39	84.78%	1	2.17%	6	13.04%
7. From the date when payment becomes due	14	30.43%	28	60.87%	4	8.70%
8. Until the date of payment	14	30.43%	28	60.87%	4	8.70%
9. At a rate of 8% per annum above the base rate of the Bank of England	23	50.00%	9	19.57%	14	30.43%
10. From time to time in force	34	73.91%	3	6.52%	9	19.57%

Overall marks

The following table considers all the phrases proposed (or omitted) by the students (i.e., 90) to translate the clause of the first translation assignment from English into Italian. In practice, out of the 10 source phrases, the students proposed 90 target phrases overall, 37% of which were marked 'S', 39% 'U', and 24% 'I'. See Appendix 25 to understand how number 90 is obtained.

Marks	Overall number of phrases proposed by the students	% (out of 90)
S	33	36.67%
I	22	24.44%
U	35	38.89%
<i>Total target phrases / translations</i>	<i>90</i>	

Appendix 29 The students' second translation (Italian>English) with marks

This appendix provides the students' target phrases proposed in the second translation assignment from Italian into English. For reasons of completeness, it also shows the corpus-based translations of the source phrases. It presents the number of students proposing each translation option and the corresponding mark given. The target phrases are listed from the most frequent to the least.

Source phrase	No. of target phrases	Translations proposed by the students (the first line is the corpus-based translation)	No. of students (out of 46)	% of students	S/I/U
<i>1. Il contratto si considererà tacitamente rinnovato</i>		<i>Corpus-based:</i> the contract shall / will be renewed automatically / automatically renewed			
	1	The contract / the agreement shall / will be considered automatically renewed	9	19.57%	S
	2	The contract will be (automatically) renewed (automatically)	6	13.04%	S
	3	This / the agreement shall be automatically renewed	6	13.04%	S
	4	The agreement / contract will be / is considered tacitly renewed	6	13.04%	S
	5	The agreement / contract will / shall automatically renew	4	8.70%	S
	6	This agreement will be automatically renewed / renewed automatically	3	6.52%	S
	7	This agreement shall be deemed automatically renewed / to be automatically renewed	2	4.35%	S
	8	The agreement will be considered renewed; the contract shall be renewed	2	4.35%	I
	9	The contract shall be considered impliedly / silently renewed	2	4.35%	U
	10	The agreement shall continue in force and effect	1	2.17%	S
	11	The contract shall be automatically renewed	1	2.17%	S
	12	The contract / agreement shall be tacitly renewed	1	2.17%	S
	13	The contract should be considered tacitly renewed	1	2.17%	I
	14	The agreement shall be considered tacitly prolonged	1	2.17%	I

	15	The contract should be considered implicitly renewed	1	2.17%	U
		Total 'S'	39	84.78%	
		Total 'I'	4	8.70%	
		Total 'U'	3	6.52%	
<i>2. di ulteriori 12 (dodici) mesi</i>		<i>Corpus-based:</i> for further periods of 12 (twelve) months; for further 3 month terms			
	16	For further 12 (twelve) months	19	41.30%	S
	17	For further periods of 12 months	10	21.74%	S
	18	By a further 12 (twelve) months	7	15.22%	I
	19	For 12 additional months	3	6.52%	S
	20	For a period of 12 (twelve) months	2	4.35%	S
	21	For an additional period of 12 (twelve) months	1	2.17%	S
	22	For additional 12 months	1	2.17%	S
	23	For a further period of 12 months	1	2.17%	S
	24	For an additional 12 months	1	2.17%	I
	25	Of 12 months further	1	2.17%	U
		Total 'S'	37	80.43%	
		Total 'I'	8	17.39%	
		Total 'U'	1	2.17%	
<i>3. fatta salva</i>		<i>Corpus-based:</i> unless; without prejudice to; except (for)			
	26	Without prejudice to	21	45.65%	S
	27	Unless	8	17.39%	S
	28	Except for	7	15.22%	S
	29	Except	3	6.52%	S
	30	And subject to	2	4.35%	S
	31	The client reserves (the right)	1	2.17%	S
	32	Notwithstanding	1	2.17%	S
	33	With (the right)	1	2.17%	S
	34	Except to	1	2.17%	I

	35	Without	1	2.17%	U
		Total 'S'	44	95.65%	
		Total 'I'	1	2.17%	
		Total 'U'	1	2.17%	
<i>4. la facoltà</i>		<i>Corpus-based:</i> right to terminate; intention to terminate; unless the client provides notice of termination; unless you give written notice (to XX) that you do not wish to renew			
	36	The right	27	58.70%	S
	37	There is an intention; an intention	3	6.52%	S
	38	Omission	3	6.52%	S
	39	(except for) The wish / (unless) there is the wish	3	6.52%	I
	40	The clients provides / either party gives	2	4.35%	S
	41	Is given (notice of termination is given); you give (notice)	2	4.35%	S
	42	The authority; the power	2	4.35%	S
	43	The willingness	1	2.17%	S
	44	The ability	1	2.17%	S
	45	Any rights of XX's	1	2.17%	I
	46	The faculty	1	2.17%	U
		Total 'S'	41	89.13%	
		Total 'I'	4	8.70%	
		Total 'U'	1	2.17%	
<i>5. di non voler rinnovare</i>		<i>Corpus-based:</i> that you do not wish to renew; prior written notice of termination / non-renewal; if you want to end a contract before it is completed; if you wish to terminate the agreement; you wish to cancel the contract; you may cancel the contract; either party may terminate the contract			
	47	Not to renew (it)	15	19.57%	S
	48	To not wish the renewal / to not wish to renew	5	10.87%	U
	49	(customer / client sends a) Written notice	4	8.70%	S

		of termination; written notice of non renewal; notice of termination			
	50	To terminate the agreement / contract; to terminate it	3	6.52%	S
	51	To cancel	3	6.52%	S/I
	52	Of not to renew	3	6.52%	I
	53	Of not wanting to renew; of not want to renew	2	4.35%	U
	54	To not renew (it)	2	4.35%	S
	55	(you give notice) that you do not wish to renew; if the client wishes not to renew it	2	4.35%	S
	56	Not to want to renew	2	4.35%	I
	57	Does not want to renew it	1	2.17%	S
	58	To refuse to renew it	1	2.17%	S
	59	Not wishing to renew	1	2.17%	I
	60	To decline the renewal	1	2.17%	I
	61	Do not want to renew it [<i>wrong agreement with subject</i>]	1	2.17%	U
		Total 'S'	28	60.87%	
		Total 'S/I'	3	6.52%	
		Total 'I'	7	15.21%	
		Total 'U'	8	17.39%	
6. alla scadenza		<i>Corpus-based</i> : at the end of the term; before it is completed; upon / on expiration; before the expiry date; by / before the renewal date; before or on the renewal date			
	62	At the expiry date; upon expiry	10	21.74%	S
	63	Prior to expiry; before the expiry date; prior to the expiry date; by the expiry date	7	15.22%	S
	64	Before or on the renewal date; by / before the renewal date	4	8.70%	S
	65	On expiration; upon expiration	3	6.52%	S
	66	At / within the / its deadline	3	6.52%	I
	67	At the expiration date	2	4.35%	S

	68	Upon the termination date	2	4.35%	S
	69	On the due date	2	4.35%	I
	70	Upon the expiration	2	4.35%	I
	71	At the end of the term	1	2.17%	S
	72	Before it is completed	1	2.17%	S
	73	On the expiring date	1	2.17%	S
	74	On the renewal date	1	2.17%	S
	75	Prior to the renewal date	1	2.17%	S
	76	At the end	1	2.17%	I
	77	By the expiry	1	2.17%	I
	78	Within the renewal date	1	2.17%	I
	79	By the expire date	1	2.17%	U
	80	On due time	1	2.17%	U
	81	At the date of termination	1	2.17%	U
		Total 'S'	33	71.74%	
		Total 'I'	10	21.74%	
		Total 'U'	3	6.52%	
<i>7. da comunicarsi</i>		<i>Corpus-based: be notified; to notify; be communicated; such termination must be provided in the form of; notices will be sent</i>			
	82	To be notified; to notify; is notified; by notifying; which shall be notified	21	45.65%	S
	83	To be communicated	11	23.91%	S
	84	Omission	5	10.87%	S
	85	Which must be provided; shall be provided	2	4.35%	S
	86	That / which shall be sent	2	4.35%	I
	87	And communicate it	1	2.17%	S
	88	Such notice shall be sent	1	2.17%	S
	89	That shall be noticed	1	2.17%	I
	90	It should be communicated	1	2.17%	U
	91	Through correspondence	1	2.17%	U

		Total 'S'	41	89.13%	
		Total 'I'	3	6.52%	
		Total 'U'	2	4.35%	
8. <i>con apposita comunicazione</i>		<i>Corpus-based:</i> with written notice; formal notification (of the cancellation); by notice in writing; upon prior notice; by sending notice; upon written notice			
	92	Omission	17	36.96%	S
	93	With / by express / specific notification	5	10.87%	I
	94	In the form of a written notice; by written notice; with written notice	3	6.52%	S
	95	Through proper / formal notice	3	6.52%	S
	96	Through specific / relevant notice	3	6.52%	I
	97	With a notice; by a notice	2	4.35%	S
	98	With a written specific notice	2	4.35%	I
	99	With specific / proper message	2	4.35%	U
	100	With proper notification	1	2.17%	S
	101	(unless there is a...) notice (that shall be sent)	1	2.17%	S
	102	By prior notice	1	2.17%	I
	103	With a suitable communication	1	2.17%	U
	104	In the appropriate form	1	2.17%	U
	105	In written	1	2.17%	U
	106	Regularly	1	2.17%	U
	107	Through correspondence	1	2.17%	U
	108	Through specific communication	1	2.17%	U
		Total 'S'	27	58.70%	
		Total 'I'	11	23.91%	
		Total 'U'	8	17.39%	
9. <i>a mezzo lettera raccomandata</i>		<i>Corpus-based:</i> to be sent by registered post; certified, registered or royal mail; recorded delivery			
	109	By (means of) registered post / mail	24	52.17%	S
	110	By means of a / by recorded delivery	5	10.87%	S

		letter			
	111	By recorded delivery	4	8.70%	S
	112	Via certified / registered letter	3	6.52%	S
	113	By a registered letter; by first class registered post	2	4.35%	S
	114	By means of (a) registered letter	2	4.35%	S
	115	Via registered mail	2	4.35%	S
	116	By certified letter	1	2.17%	S
	117	By first class recorded delivery	1	2.17%	S
	118	With registered letter	1	2.17%	S
	119	Omission	1	2.17%	U
		Total 'S'	45	97.83%	
		Total 'U'	1	2.17%	
<i>10. all'altra parte</i>		<i>Corpus-based: to the other party; to XX; to the other; to you</i>			
	120	To the other party	39	84.78%	S
	121	To the other part	2	4.35%	S
	122	(By notifying) the other party	1	2.17%	S
	123	To the other	1	2.17%	S
	124	The other party [<i>preposition 'to' missing</i>]	1	2.17%	I
	125	For the opposite part	1	2.17%	U
	126*	To other	1	2.17%	U
		Total 'S'	43	93.48%	
		Total 'I'	1	2.17%	
		Total 'U'	2	4.35%	

*Total number of phrases (and omissions) proposed by the students: 126

Legend:

S = Satisfactory (correct and frequent)

I = In need of improvement (there are minor issues or the terminology is generally correct but not frequent)

S/I = Satisfactory or In need of improvement (the term is satisfactory or in need of improvement depending on the target legal system, i.e., it is satisfactory in some circumstances but not completely satisfactory in others)

U = Unsatisfactory (the term/word does not make any sense; it is incomprehensible in the context; it is a mistranslation; it shows no frequency in any contract database, or there are major grammatical issues)

Appendix 30 Sketch Engine corpus-based analyses for the second translation assignment (Italian>English)

This appendix shows the SE searches carried out after the second lesson to assess the students' translations into English and address their shortcomings. The online Hoepli bilingual Dictionary (<https://dizionari.repubblica.it>) was also consulted. In this case, the phrase 'Hoepli Dictionary' is reported in the table below. The content of this appendix was sent to the students as a reference guide. At the bottom of the table, it is possible to find the corpus-based translations of the source clause and an equivalent target clause sourced from the English sub-corpus.

Source text	I look for... in SE	I find....
<i>Rinnovato</i>	Renewed (right context) (left context)	-will be <u>renewed automatically</u> for further <u>periods of 12 months at the end of the term</u> -this agreement shall be <u>automatically renewed</u> at the end of the initial term as the renewed term <u>unless the client provides notice of termination</u> at least thirty (30) days prior to the end of the initial term or renewed term
	Force and effect W/lemma contract agreement 10 r/l	-this agreement and all of its terms shall remain in full force and effect until it is terminated
<i>(Rinnovato) tacitamente</i>	Impliedly tacitly	<i>Unrelated:</i> -The clauses of the Agreement which expressly or impliedly have effect after termination -XX, its agents, affiliates, licensors or the like, do not represent or warrant, expressly or impliedly, that XX's services will not be interrupted or error free
<i>Ulteriori 12 mesi</i>	Further W/POS preposition 1 1	<i>(see also results above)</i> -for further periods of 12 (twelve) months -for further 3 month terms
	Additional W/lemma period month 5 r/l	-for one additional month
<i>Fatta salva</i>	Hoepli Dictionary Salvo	Unless, except (for)
	Unless W/lemma withdraw terminate renew right faculty 15 r	<i>(see also the results for 'renewed')</i> -for further periods of 12 months at the end of the term <u>unless terminated</u> in accordance with these terms and conditions -unless you have terminated the service in accordance with the Contract -unless terminated either by You or by XX in writing - <i>(unrelated)</i> : unless otherwise stated. 6.4. XX reserves the right to

	Except W/lemma right faculty terminate withdraw cancel renew 15 r	-except for the rights of XX's suppliers -except for any rights expressly granted herein
	Without prejudice to W/lemma right faculty terminate withdraw cancel renew 15 r	-without prejudice to any rights that have accrued under a Contract or any of its rights or remedies, either party <u>may terminate</u> a Contract on giving not less than 30 days written notice to the other party -this condition 18.1 is <u>without prejudice to the Centre Owner's right to terminate</u> the Contract with immediate effect
<i>Facoltà</i>	The right to	-the right to terminate this Agreement -the right to terminate the Contract -XX reserves the right to terminate -XX shall have the right to terminate this Agreement
	Intention	-this Agreement will become effective on the date the service is ordered and shall continue until terminated by either party in writing of its <u>intention to terminate the Agreement</u> -termination of the Agreement. 10.1. The Customer shall furnish on XX Written notice of <u>intention to cancel</u>
<i>(Facoltà di) non voler rinnovare</i>	Renew* W/lemma no not 5 r/l	<i>(see also the results for 'renewed': 'unless the client provides notice of termination')</i> - <u>unless you give written notice</u> to XX sixty (60) days before the renewal date <u>that you do not wish to renew</u> -you <u>do not wish to renew</u> or make changes to such term of this agreement
	Renew* W/lemma terminate 15 r/l	<u>If you wish to terminate the agreement</u> we require thirty days written notice prior to the renewal date
	Want wish W/lemma terminate cancel renew renewal end 5 r/l	-if the client wishes to terminate, such termination must be <u>provided in the form of a written notice</u> (email) by recorded or registered mail to XX -if you <u>wish to terminate the agreement</u> we require thirty days written notice prior to the renewal date -you <u>may want to end</u> the Contract
	May W/lemma terminate 10 r/l	-either party <u>may terminate</u> the hosting facility contract by giving the other party at least one-month's notice -either party may terminate the contract with immediate effect

		-you <u>may cancel</u> the Contract after its formation
<i>Alla scadenza</i>	Renew* W/lemma date day 5 r/l	-before or on the renewal date -prior to the renewal date
	Expir* W/lemma date day 5 r/l	-3 days prior to expiry -(before) the expiry date -the expiration date -the date of expiry -upon / on expiration
<i>Da comunicarsi</i>	Communicate notify	-to notify us as soon as possible -will be notified -you must notify us -will be communicated to the Customer
	Communicat* notif* W/lemma cancel terminate termination 10 r/l	<i>Not translating to the source phrase literally, but useful:</i> -shall require <u>formal notification of the cancellation</u> -written notice of intention to cancel within the respective notification period -we will treat the order as cancelled and notify you in writing
<i>Con apposita comunicazione</i>	Written notice	-to be sent <u>by written notice to the other party</u> -one party <u>gives</u> the other party <u>written notice to terminate</u> -can be terminated at any time <u>with written notice</u> -may terminate this Agreement <u>by written notice</u> -either party may change its address to which notice or payment is <u>to be sent by written notice to the other</u> <i>(see also results for want wish and for communicat* notif*)</i>
	By means of	<i>Unrelated:</i> -by means of XX services
	Notice communication W/lemma proper relevant formal specific express suitable 2 l	<i>No hits</i>
	Notice notification communication W/lemma with through by 3 l	-with / by written notice -with a termination notice -by giving written notice -by sending notice of your cancellation -with formal notification of cancellation

	Notice notification communication W/POS preposition particle 3 1	adverb adjective -with written notice -prior written notice -by notice in writing -upon prior notice -with written notice -by sending notice -upon written notice -formal notification (<i>1 hit only</i>)
<i>A mezzo lettera raccomandata</i>	Hoepli Dictionary Raccomandata	Registered letter / post
	Registered	-shall be in writing and sent <u>by first class registered post</u> -in proving the giving of notice it shall be sufficient to prove that the notice was left or that the envelope containing such notice was properly addressed and posted <u>by first class registered post</u> - <u>by pre-paid first-class post, recorded delivery or registered post</u>
	Certified	-mailed by certified; registered or royal mail
	First class	-first class letter post; first class post / mail
<i>All'altra parte</i>	Other part*	-written notice to the other party -written notice of such termination to the other party
	Notice to	-any notice to be given by either party to the other -giving notice to you -written notice to XX

Corpus-based translation proposals

The contract shall be renewed automatically for further periods of 12 (twelve) months at the end of the term, unless terminated with written notice to be sent to the other party by registered post.

OR

This agreement shall be renewed automatically for further periods of 12 (twelve) months, unless you do not wish to renew (it) and give written notice to be sent by registered post to XX that you do not wish to renew.

Partly equivalent clause in the English sub-corpus

Fixed term contracts will be renewed automatically for further periods of 12 months at the end of the term unless terminated in accordance with these terms and conditions.

Appendix 31 Web-based searches in support of the marks (second Italian>English translations)

This appendix provides the online searches carried out in the Onecle and LawInsider contract databases to explain and justify the marks given to the students in their second translation assignment (Italian > English). The target phrases are listed in alphabetical order.

Not all the translations proposed by the students are verified online. For instance, phrases with evident grammar issues do not need to be confirmed via online searches, as well as correct renderings or translations already discussed in the chapters of this research project.

Please note that the .onecle.com and .lawinsider.com domains were searched interchangeably during the corrections of the students' assignments. The table below may show only one domain for simplification purposes.

Source text	Translations proposed by students	S/I /U	Google syntax	Results
<i>1. Il contratto si considererà tacitamente rinnovato</i>	The Agreement / contract will be / is considered tacitly renewed	S	"contract agreement" "tacitly renewed" site:.lawinsider.com	Many hits
	The Agreement shall be considered tacitly prolonged	I	"contract agreement prolonged" site:.onecle.com; "contract agreement tacitly prolonged" site:.lawinsider.com	Few hits from the first query but no instances of 'tacitly'. The second search string generates results with 'tacitly extended'
	The agreement shall continue in force and effect	S	"contract agreement shall continue in force and effect" site:.onecle.com; "contract agreement force and effect" site:.onecle.com	Many hits
	The contract / the agreement shall / will be considered automatically renewed	S	"contract agreement considered * renewed" site:.onecle.com; "contract agreement considered * renewed" site:.lawinsider.com	Many hits in the lawinsider domain; in the onecle database, instead, 'considered' is replaced by 'deemed'
	The contract shall be considered impliedly / silently renewed	U	"contract agreement silently impliedly renewed" site:.onecle.com; "contract agreement silently impliedly renewed" site:.lawinsider.com	0 hits
	The contract should be considered tacitly renewed	I	"The contract should be considered tacitly renewed" site:.onecle.com	The modal verb 'should' is replaced automatically by 'shall'
	This Agreement shall be deemed automatically	S	"contract agreement deemed * renewed"	Many hits

	renewed / to be automatically renewed		site:.onecle.com	
2. di ulteriori 12 (dodici) mesi	For 12 additional months	S	"renewed renewal for * additional months" site:.lawinsider.com	Many hits
	Of 12 months further	U	"renewal renewed of * months further" site:.onecle.com	0 hits
3. fatta salva	Except	S	"except the right" site:.onecle.com	Many hits
	Except for	S	"except for the right" site:.onecle.com	Many hits
	Except to	I	"except to the right" site:.onecle.com	1 hit
	Notwithstanding	S	"notwithstanding the any right" site:.onecle.com	Many hits
	With (the right to)	S	"with the right * terminate cancel" site:.onecle.com	Many hits
	Without prejudice to	S	"without prejudice to the any right" site:.onecle.com	Many hits
4. la facoltà	(except for) The wish / (unless) there is the wish	I	"the wish to terminate withdraw" site:.onecle.com	Results show that 'wish' is used as a verb
	The ability	S	"ability to terminate the this contract agreement" site:.onecle.com; "ability to terminate the this contract agreement" site:.lawinsider.com	Many hits
	The authority; the power	S	"power authority to terminate the this contract agreement" site:.onecle.com	Many hits
	The faculty	U	"faculty to terminate the this contract agreement" site:.onecle.com	0 hits
	The right	S	"the right to terminate the contract" site:.onecle.com	Many hits
	The willingness	S	"willingness * terminate withdraw" site:.lawinsider.com	Some hits
	There is an intention; an intention	S	"an intention to terminate the this contract agreement" site:.onecle.com;	Some hits; there are many hits without 'the/this' before 'contract/agreement'

			"an intention to terminate * contract agreement" site:.onecle.com; "intention to terminate * contract agreement" site:.onecle.com	(second and third query)
<i>5. di non voler rinnovare</i>	Not to renew (it)	S	"desire intention power authority not to renew" site:.onecle.com	Many hits
	Not to want to renew	I	"not to want to renew" site:.onecle.com	1 hit
	Not wishing to renew	I	"not wishing to renew" site:.onecle.com	1 hit
	Of not to renew	I	"of not to renew" site:.lawinsider.com	The preposition 'of' is mostly not present in the results, e.g. 'election not to renew'; 'intent not to renew'
	Of not wanting to renew	U	"of not wanting to renew" site:.onecle.com	0 hits; 'does not want / desire' is suggested
	To decline the renewal	S	"decline the renewal" site:.lawinsider.com	Many hits
	To not renew (it)	S	"desire intention to not renew" site:.onecle.com	Many hits
	To not wish the renewal / to not wish to renew	U	"to not wish to renew" site:.onecle.com; "to not wish to renew" site:.lawinsider.com	0 hits
<i>6. alla scadenza</i>	At / within the / its deadline	I	"the contract agreement deadline" site:.lawinsider.com	Adverbs such as 'before' and 'prior to' prevail before the 'the contract / agreement deadline'
	At the expiry date	S	"at the expiry date" site:.onecle.com; "at the expiry date" site:.lawinsider.com	Many hits
	Before the expiry date	S	"before the expiry date" site:.onecle.com; "before by on the expiry date" site:.onecle.com	Many hits
	By the expire date	U	"by the expire date" site:.onecle.com	0 hits: 'expire' is replaced by 'expiration' or 'expiry'
	By the expiry	I	"by the expiry" site:.onecle.com	After 'expiry' there is generally a prepositional phrase (e.g., 'of the period')
	By the expiry date	S	"by the expiry date"	Many hits

			site:.lawinsider.com	
	On the expiring date	S	"on the expiring date" site:.onecle.com	Some hits
	Upon the expiration	I	"upon the expiration" site:.onecle.com	After 'expiration' there is generally a prepositional phrase (e.g., 'of the contract'), or there is no 'the' ('upon expiration')
	Upon the termination date	S	"upon the termination date" site:.lawinsider.com	Many hits
	Within the renewal date	I	"within the renewal date" site:.lawinsider.com	1 hit
	On the due date	I	"contract * due date" site:.onecle.com	From the results, it is clear that 'due date' refers to payments, not to the contract
7. <i>da comunicarsi</i>	That shall be noticed	I	"that shall be noticed" site:.onecle.com	Often used in trial contexts, e.g. 'shall be noticed to be heard in the judicial district'
8. <i>con apposita comunicazione</i>	Through proper / formal notice	S	"through proper formal notice" site:.onecle.com; "through proper formal notice" site:.lawinsider.com	Some hits
	Through specific / relevant notice	I	"through specific relevant notice" site:.onecle.com; "specific relevant notice" site:.onecle.com	'specific notice' and 'relevant notice' appear, but not in the context of the source text (e.g., 'specific notice procedures'; 'relevant notice periods')
	With / by express / specific notification	I	"with by express specific notification" site:.onecle.com; "express specific notification" site:.onecle.com	'specific notification' and 'express notification' appear, but not in the context of the source text (e.g., 'specific notification procedures'; 'express notification method', etc.)
	With a suitable communication	U	"with a suitable communication" site:.onecle.com	'communication' does not refer to 'notice' in the results
	With a written specific notice	I	"with a written specific notice" site:.onecle.com	'specific' is redundant in the results
	With proper notification	S	"with proper notification" site:.onecle.com	Many hits
9. <i>a mezzo lettera raccomandata</i>	By first class recorded delivery	S	"by first class recorded delivery" site:.onecle.com	Some hits
10. <i>all'altra</i>	For the opposite part	U	"for the opposite part"	0 hits: in the results, the

<i>parte</i>			site:.onecle.com	phrase is replaced automatically with 'to the opposite party'
	To the other part	S	"to the other part" site:.onecle.com	Some hits

Appendix 32 Overall marks of the second Italian>English translations

This appendix lists the percentage values of the marks (i.e., Satisfactory, In need of improvement, Satisfactory / In need of improvement, and Unsatisfactory) of the students' second translations (Italian > English).

Source phrase	S		S/I		I		U	
	No. (out of 46)	%	No. (out of 46)	%	No. (out of 46)	%	No. (out of 46)	%
1. <i>Il contratto si considererà tacitamente rinnovato</i>	39	84.78%	-	-	4	8.70%	3	6.52%
2. <i>di ulteriori 12 (dodici) mesi</i>	37	80.43%	-	-	8	17.39%	1	2.17%
3. <i>fatta salva</i>	44	95.65%	-	-	1	2.17%	1	2.17%
4. <i>la facoltà</i>	41	89.13%	-	-	4	8.70%	1	2.17%
5. <i>di non voler rinnovare</i>	28	60.87%	3	6.52%	7	15.21%	8	17.39%
6. <i>alla scadenza</i>	33	71.74%	-	-	10	21.74%	3	6.52%
7. <i>da comunicarsi</i>	41	89.13%	-	-	3	6.52%	2	4.35%
8. <i>con apposita comunicazione</i>	27	58.70%	-	-	11	23.91%	8	17.39%
9. <i>a mezzo lettera raccomandata</i>	45	97.83%	-	-	-	-	1	2.17%
10. <i>all'altra parte</i>	43	93.48%	-	-	1	2.17%	2	4.35%

Overall marks

The following table considers all the phrases proposed (or omitted) by the students (i.e., 126) to translate the clause of the second translation assignment from Italian into English. In practice, out of the 10 source phrases, the students proposed 126 target phrases overall, 61% of which were marked 'S', 18% 'U', 20% 'I' and 1% 'S/I'. See Appendix 29 to understand how number 126 is obtained.

Marks	Overall number of phrases proposed by the students	% (out of 126)
S	77	61.11%
S/I	1	0.79%
I	25	19.84%
U	23	18.25%
<i>Total target phrases / translations</i>	126	

Appendix 33 The students' second translation (English>Italian) with marks

This appendix provides the students' target phrases proposed in the second translation assignment from English into Italian. For reasons of completeness, it also shows the corpus-based translation of each source phrase. It presents the number of students proposing each translation option and the corresponding mark given. The target phrases are listed from the most frequent to the least.

Source phrase	No. of target phrases	Translations proposed by the students (the first line is the corpus-based translation)	No. of students (out of 46)	% of students	S/I/U
1. Upon the occurrence of a Force Majeure event		Corpus-based: <i>(se) si verificano casi di Forza Maggiore</i>			
	1	<i>Al verificarsi di un evento di forza maggiore</i>	21	45.65%	S
	2	<i>Se si verificano / qualora si verificano casi di forza maggiore</i>	4	8.70%	S
	3	<i>Si verificano casi di Forza Maggiore</i>	4	8.70%	I
	4	<i>Nel / in caso di un evento / eventi di Forza Maggiore</i>	5	10.87%	S
	5	<i>Nel / in caso di eventi determinati da cause di forza maggiore</i>	2	4.35%	S
	6	<i>Per cause di forza maggiore; a causa di eventi di forza maggiore</i>	2	4.35%	S
	7	<i>Nel caso in cui sopraggiungano eventi di forza maggiore</i>	2	4.35%	S
	8	<i>Nell'eventualità che si verifichi un evento di forza maggiore</i>	1	2.17%	S
	9	<i>In presenza di casi di forza maggiore</i>	1	2.17%	S
	10	<i>A seguito di cause di forza maggiore</i>	1	2.17%	S
	11	<i>Al verificarsi di un avvenimento di Forza Maggiore</i>	1	2.17%	I
	12	<i>Al ricorrere di cause di Forza Maggiore</i>	1	2.17%	U
	13	<i>In vista del verificarsi di eventi di Forza Maggiore</i>	1	2.17%	U
		Total 'S'	39	84.78%	
		Total 'I'	5	10.87%	
		Total 'U'	2	4.35%	
2. the contractual obligations shall be suspended		Corpus-based: <i>(la parte colpita) sarà dispensata dall'esecuzione delle sue obbligazioni; XX non potrà essere ritenuta responsabile per inadempimenti alle</i>			

		<i>proprie obbligazioni che derivino da cause di forza maggiore</i>			
	14	<i>Gli obblighi / le obbligazioni contrattuali verranno / saranno / sono / (devono essere) sospesi/e</i>	31	67.39%	S
	15	<i>Cesseranno gli obblighi contrattuali</i>	3	6.52%	S
	16	<i>Gli obblighi previsti nel / sanciti dal presente contratto saranno sospesi</i>	2	4.35%	S
	17	<i>L'obbligazione derivante dal rapporto contrattuale si considererà sospesa</i>	2	4.35%	S
	18	<i>Le condizioni contrattuali saranno sospese</i>	2	4.35%	U
	19	<i>I rapporti contrattuali saranno sospesi</i>	1	2.17%	S
	20	<i>L'obbligo contrattuale sarà sospeso</i>	1	2.17%	S
	21	<i>La parte colpita non potrà essere ritenuta responsabile per inadempimenti alle proprie obbligazioni derivanti dal contratto</i>	1	2.17%	S
	22	<i>La parte colpita sarà dispensata dall'esecuzione delle sue obbligazioni</i>	1	2.17%	S
	23	<i>Gli obblighi contrattuali cadranno</i>	1	2.17%	U
	24	<i>XX si riserva il diritto di recedere dal presente contratto</i>	1	2.17%	U
		Total 'S'	42	91.30%	
		Total 'U'	4	8.70%	
3. for any period during which		<i>Corpus-based: nel limite di detti impedimenti; per il periodo di tempo in cui; per tutta la durata di; per l'eventuale periodo di cui; per il tempo in cui</i>			
	25	<i>Nel / per il periodo (di tempo)</i>	13	28.26%	S
	26	<i>Per tutto il periodo</i>	10	21.74%	S
	27	<i>Per qualsiasi / qualunque periodo</i>	10	21.74%	S
	28	<i>Per l'intero periodo</i>	5	10.87%	S
	29	<i>Per l'eventuale periodo</i>	3	6.52%	S
	30	<i>Per ogni periodo</i>	2	4.35%	I
	31	<i>Per tutta la durata</i>	1	2.17%	S
	32	<i>Per un periodo di tempo (pari a)</i>	1	2.17%	S
	33	<i>Con effetto immediato</i>	1	2.17%	U
		Total 'S'	43	93.48%	

		Total 'T'	2	4.35%	
		Total 'U'	1	2.17%	
4. the Affected Party		Corpus-based: <i>la parte colpita da un caso di forza maggiore; la parte inadempiente</i>			
	34	<i>La parte colpita</i>	17	36.96%	S
	35	<i>La parte interessata</i>	15	32.61%	S
	36	<i>La parte lesa</i>	7	15.22%	I
	37	<i>Il contraente / la parte contraente</i>	2	4.35%	S
	38	<i>XX</i>	2	4.35%	I
	39	<i>La parte danneggiata</i>	1	2.17%	I
	40	<i>La parte coinvolta</i>	1	2.17%	I
	41	<i>La parte condizionata</i>	1	2.17%	U
		Total 'S'	34	73.91%	
		Total 'T'	11	23.91%	
		Total 'U'	1	2.17%	
5. is unable to perform.		Corpus-based: <i>non adempie; non è in grado di</i>			
	42	<i>Non sarà / è in grado / è incapace di adempiere agli stessi / di adempiervi / di adempierle</i>	19	41.30%	S
	43	<i>Sia impossibilitata ad adempiere alla prestazione</i>	5	10.87%	S
	44	<i>Sia nell'impossibilità / sarà impossibilitata a / di svolgere l'attività</i>	5	10.87%	I
	45	<i>Non potrà adempiervi / adempiere alla prestazione</i>	4	8.70%	S
	46	<i>In cui non potrà eseguire le proprie obbligazioni</i>	2	4.35%	S
	47	<i>Non è nelle condizioni di adempiere alla prestazione</i>	2	4.35%	S
	48	<i>Sia impossibilitata all'esecuzione delle sue obbligazioni</i>	1	2.17%	S
	49	<i>Non sarà in grado di garantirne l'adempimento</i>	1	2.17%	S
	50	<i>Non è in grado di garantire il servizio</i>	1	2.17%	I
	51	<i>Non è in grado di eseguire. [no object specified]</i>	1	2.17%	I
	52	<i>Non possa espletare le proprie prestazioni</i>	1	2.17%	I

	53	<i>Non sia in grado di portarli a termine</i>	1	2.17%	I
	54	<i>Non sia in grado di esercitare</i>	1	2.17%	U
	55	<i>Risulti inadempiente</i>	1	2.17%	U
	56	<i>Siano state effettivamente rimosse o eliminate le cause che avevano determinato la sua sospensione</i>	1	2.17%	U
		Total 'S'	34	73.91%	
		Total 'I'	9	19.56%	
		Total 'U'	3	6.52%	
6. The Affected Party shall notify (...) regularly in writing		Corpus-based: <i>la parte colpita da un caso di forza maggiore dovrà tenere (l'altra parte) costantemente informata per iscritto</i>			
	57	<i>La parte interessata dovrà comunicare regolarmente e per iscritto</i>	10	21.74%	S
	58	<i>La parte colpita dovrà tenere (...) regolarmente informata per iscritto</i>	6	13.04%	S
	59	<i>La parte colpita comunicherà regolarmente per iscritto</i>	5	10.87%	S
	60	<i>La parte interessata notificherà regolarmente e per iscritto</i>	4	8.70%	S
	61	<i>La parte lesa dovrà notificare regolarmente per iscritto</i>	4	8.70%	I
	62	<i>La parte lesa dovrà tenere informata regolarmente per iscritto</i>	3	6.52%	I
	63	<i>La parte colpita avrà l'obbligo di notificare / notificherà regolarmente (...) per iscritto</i>	2	4.35%	S
	64	<i>La parte colpita dovrà informare regolarmente per iscritto</i>	2	4.35%	S
	65	<i>Il contraente / la parte contraente comunicherà regolarmente per iscritto</i>	2	4.35%	S
	66	<i>La parte interessata deve notificare regolarmente</i>	2	4.35%	S
	67	<i>La parte colpita da un caso di forza maggiore dovrà tenere (...) costantemente informata per posta</i>	2	4.35%	I
	68	<i>La parte colpita dovrà costantemente notificare per iscritto</i>	1	2.17%	S
	69	<i>La parte colpita dovrà tenere (...) costantemente informata per iscritto</i>	1	2.17%	S
	70	<i>La parte danneggiata deve notificare</i>	1	2.17%	I

		<i>(...) per iscritto</i>			
	71	<i>XX notificherà regolarmente per iscritto</i>	1	2.17%	I
		Total 'S'	35	76.09%	
		Total 'I'	11	23.91%	
7. (the Non-affected Party)		Corpus-based: <i>(l'altra parte; la parte lesa)</i>			
	72	<i>(Al)l'altra parte</i>	17	36.96%	S
	73	<i>La parte non colpita</i>	7	15.22%	S
	74	<i>Alla parte non interessata</i>	13	28.26%	I
	75	<i>Alla parte danneggiata</i>	2	4.35%	I
	76	<i>Alla (propria) controparte</i>	2	4.35%	S
	77	<i>Al cliente</i>	1	2.17%	I
	78	<i>La parte non lesa</i>	1	2.17%	U
	79	<i>Al beneficiario</i>	1	2.17%	U
	80	<i>Alla parte non condizionata</i>	1	2.17%	U
	81	<i>La parte non contraente</i>	1	2.17%	U
		Total 'S'	26	56.52%	
		Total 'I'	16	34.78%	
		Total 'U'	4	8.70%	
8. of the steps taken		Corpus-based: <i>le modalità previste; le azioni intraprese; i tempi previsti</i>			
	82	<i>(riguardo a) Le misure adottate</i>	15	32.61%	S
	83	<i>(indicando) Le misure prese / intraprese</i>	8	17.39%	S
	84	<i>Le azioni intraprese</i>	6	13.04%	S
	85	<i>Circa i / sui provvedimenti adottati / presi</i>	6	13.04%	I
	86	<i>Sugli interventi attuati</i>	3	6.52%	I
	87	<i>Dei passaggi portati avanti / effettuati</i>	2	4.35%	U
	88	<i>Gli step compiuti</i>	2	4.35%	U
	89	<i>Sui tempi e le modalità previsti</i>	1	2.17%	S
	90	<i>Le azioni prese</i>	1	2.17%	S
	91	<i>Scrivendo l'azione scelta</i>	1	2.17%	I
	92	<i>Le istruzioni da seguire</i>	1	2.17%	U
		Total 'S'	31	67.39%	
		Total 'I'	10	21.74%	
		Total 'U'	5	10.87%	
9. to mitigate the		Corpus-based: <i>per la rimozione o</i>			

effect		<i>ripristino del suddetto caso di forza maggiore</i>			
	93	<i>Per mitigare l'effetto / gli effetti</i>	22	47.83%	S
	94	<i>Per attenuare l'effetto / gli effetti</i>	8	17.39%	S
	95	<i>Per limitare gli effetti della già segnalata (causa di) forza maggiore</i>	4	8.70%	S
	96	<i>Per ridurre l'effetto</i>	4	8.70%	S
	97	<i>Per la rimozione</i>	2	4.35%	S
	98	<i>Per ridurre qualunque / le conseguenza/e</i>	2	4.35%	S
	99	<i>Per limitare i danni</i>	1	2.17%	S
	100	<i>Per ridurre il disagio causato</i>	2	4.35%	I
	101	<i>Per moderare gli effetti</i>	1	2.17%	I
		Total 'S'	43	93.48%	
		Total 'I'	3	6.52%	
10. of the notified Force Majeure		<i>Corpus-based: del suddetto caso di Forza Maggiore; del caso di forza maggiore occorso</i>			
	102	<i>Del già segnalato evento di forza maggiore</i>	10	21.74%	S
	103	<i>Della / dalla notificata forza maggiore</i>	9	19.57%	S
	104	<i>Dovuti alla causa di forza maggiore notificata</i>	6	13.04%	S
	105	<i>Della forza maggiore segnalata; della già segnalata forza maggiore</i>	5	10.87%	S
	106	<i>Del suddetto caso di forza maggiore</i>	5	10.87%	S
	107	<i>Della già segnalata causa di forza maggiore</i>	4	8.70%	S
	108	<i>Della suddetta causa di forza maggiore notificatagli</i>	3	6.52%	S
	109	<i>Della forza maggiore resa nota / invocata</i>	2	4.35%	S
	110	<i>I danni di forza maggiore</i>	1	2.17%	I
	111*	<i>Derivante dalla notificata force majeure</i>	1	2.17%	I
		Total 'S'	44	95.65%	
		Total 'I'	2	4.35%	

*Total number of phrases proposed by the students: 111

Legend:

S = Satisfactory (correct and frequent)

I = In need of improvement (there are minor issues or the terminology is generally correct but not frequent)
S/I = Satisfactory or In need of improvement (the term is satisfactory or in need of improvement depending on the target legal system, i.e., it is satisfactory in some circumstances but not completely satisfactory in others)
U = Unsatisfactory (the term/word does not make any sense; it is incomprehensible in the context; it is a mistranslation; it shows no frequency in any contract database, or there are major grammatical issues)

Appendix 34 Sketch Engine corpus-based analyses for the second translation assignment (English>Italian)

This appendix shows the SE searches carried out after the second lesson to assess the students' translations into Italian and address their shortcomings. The online Hoepli bilingual Dictionary (<https://dizionari.repubblica.it>) was also consulted. In this case, the phrase 'Hoepli Dictionary' is reported in the table below. The content of this appendix was sent to the students as a reference guide. At the bottom of the table, it is possible to find corpus-based translations of the source clause.

Source text	I look for... in SE	I find....
Force majeure event	Forza maggiore	-Caso di forza maggiore -XX (...) si riserva la facoltà di sospendere o interrompere il Servizio, anche senza alcun preavviso nel caso in cui (...) d) <u>si verificano casi di forza maggiore</u>
Upon the occurrence of a Force Majeure event	Forza maggiore W/POS verb 5 l	-causati da forza maggiore -si verificano casi di forza maggiore o circostanze -inadempimenti sui servizi offerti che derivino da cause di forza maggiore -salvo il caso di eventi determinati da cause di forza maggiore
Obligations suspended (...)	Obbligazioni W/lemma forza causa 15 r/l	-('Casi di Forza Maggiore') allora XX (...) sarà <u>dispensata</u> dall'esecuzione delle sue obbligazioni -XX non potrà essere <u>ritenuta responsabile</u> per inadempimenti alle proprie obbligazioni che derivino da cause di forza maggiore -Il cliente sarà, di conseguenza, dispensato dall'esecuzione delle sue obbligazioni
	Dispensare	-dispensata dall'esecuzione delle proprie obbligazioni <u>nel limite di detti impedimenti</u> -dispensata dall'esecuzione delle sue obbligazioni <u>nel limite di questo impedimento, limitazione o difficoltà</u>
For any period	Per W/lemma periodo durata tempo 5 r	-per il periodo di tempo in cui -per tutta la durata di -per l'eventuale periodo di cui -per il tempo in cui (see also results for 'dispensare')
Affected party	Forza maggiore W/lemma parte 15 r/l	La parte <u>colpita</u> da un caso di forza maggiore dovrà tenere l' <u>altra parte</u> costantemente informata per posta elettronica sui tempi previsti per la <u>rimozione o ripristino</u> del suddetto caso di forza maggiore.
	Parte W/POS adjective 1r	('Casi di Forza Maggiore') (...) la <u>parte inadempiente</u> cerchi in tutti i modi di evitare o rendere note le cause di mancata esecuzione alla <u>parte lesa</u>

	Parte colpita	[same results as the ones of the search for 'forza maggiore']
Unable to perform	Hoepli Dictionary Perform	<i>Adempiere, svolgere, eseguire, compiere</i>
	Non W/lemma adempiere svolgere eseguire compiere 10 r	-il CLIENTE non adempie alle obbligazioni -(only partly related): non avrà provveduto ad eseguire correttamente i pagamenti previsti -(only partly related): non adempia al rinnovo del servizio
	Non è W/lemma grado condizione 5 r	<i>Non è in grado di</i>
	Svolgere	-il Cliente sarà il solo responsabile delle <u>attività svolte tramite i servizi</u> -per scopi non riferibili all'attività professionale eventualmente svolta -propria attività imprenditoriale o professionale eventualmente svolta
Notify regularly in writing		See results for 'Affected Party'
	*mente W/lemma scritto scritta iscritto posta 10 r/l	Unrelated: -comunicare immediatamente per iscritto -comunicare tempestivamente per iscritto -prontamente comunicati al Cliente mediante invio alla casella di posta elettronica
Of the steps taken	Hoepli Dictionary Step	<i>Misura, provvedimento, azione</i>
	Misura W/POS verb 1 r	Unrelated: <i>misure richieste</i>
	Provvedimento W/POS verb 1 r	<i>Provvedimenti adottati; provvedimenti adottabili</i> (context: disputes in court; failure to pay for the services, NOT force majeure events)
	Azione W/POS verb 1 r	<i>Azioni intraprese</i>
	Modalità	-modalità previste -modalità descritte -modalità indicate
To mitigate the effect		See results for 'Affected party'
	Ripristino W/lemma forza 15 r/l	-tempi previsti per il ripristino; -tempi previsti per la rimozione o ripristino del suddetto caso di forza maggiore

	Mitigare	0 hits
	Disagio	(results show clauses related to service interruptions for technical reasons): -il Cliente prende atto ed accetta che XX possa sospendere e/o interrompere la fornitura del Servizio per eseguire gli interventi di manutenzione ordinaria o straordinaria (...). In tali casi, XX si impegna ad eseguire i predetti interventi nel minor tempo possibile e a ripristinare il Servizio quanto prima al fine di <u>ridurre il disagio creato al Cliente</u>
Of the notified Force Majeure	Forza maggiore	-di un caso di forza maggiore -del suddetto caso di forza maggiore
	Del* W/lemma forza maggiore 5 r	-del suddetto caso di forza maggiore -del caso di forza maggiore occorso

Corpus-based translation proposals

Al verificarsi di un caso di Forza Maggiore,...

Se si verifica un caso di Forza Maggiore,...

...la parte colpita sarà dispensata dall'esecuzione delle sue obbligazioni...

...la parte inadempiente non potrà essere ritenuta responsabile per inadempimenti alle proprie obbligazioni...

...nel limite di detti impedimenti.

...per la durata di detti impedimenti.

La parte colpita da un caso di forza maggiore dovrà tenere...

...l'altra parte...

...la parte lesa...

...costantemente informata per iscritto...

...sulle modalità previste...

...sulle azioni intraprese...

...sui provvedimenti adottati...

per la rimozione (e ripristino) del suddetto caso di Forza Maggiore.

Appendix 35 Web-based searches in support of the marks (second English>Italian translations)

This appendix shows the online searches carried out in the .gov.it, .cnel.it and/or in the .it domains to explain and justify the marks given to the students in their second translation assignment (English > Italian). The target phrases are listed in alphabetical order.

Not all the translations proposed by the students are verified online. For instance, phrases with evident grammar issues do not need to be confirmed via online searches, as well as correct renderings or translations already discussed in the chapters of this research project.

Please note that the .gov.it, cnel.it and .it domains were searched interchangeably during the corrections of the students' assignments. The table below may show only one domain for simplification purposes.

Source phrase	Translations proposed by students	S//U	Google syntax	Results
1. Upon the occurrence of a Force Majeure event	<i>A seguito di cause di forza maggiore</i>	S	"a seguito * forza maggiore" site:.gov.it	Many hits
	<i>Al ricorrere di cause di Forza Maggiore</i>	U	"al ricorrere * forza maggiore" site:.gov.it; "al ricorrere * forza maggiore" site:.cnel.it	0 hits in either domain
	<i>Al verificarsi di un avvenimento di Forza Maggiore</i>	I	"avvenimento * forza maggiore" site:.gov.it; "verificarsi di un avvenimento * forza maggiore" site:.it	1 hit
	<i>Al verificarsi di un evento di forza maggiore</i>	S	"al verificarsi * evento eventi * forza maggiore" site:.gov.it; "al verificarsi di un evento * forza maggiore" site:.it	Many hits
	<i>In presenza di casi di forza maggiore</i>	S	"in presenza * forza maggiore" site:.gov.it	Many hits
	<i>In vista del verificarsi di eventi di Forza Maggiore</i>	U	"in vista del verificarsi * forza maggiore" site:.gov.it; "in vista del verificarsi * forza maggiore" site:.it; "in vista del verificarsi * forza maggiore" site:.cnel.it	0 hits
	<i>Nel / In caso di eventi determinati da cause di forza maggiore</i>	S	"eventi determinati da * forza maggiore" site:.gov.it; "eventi determinati da * forza maggiore" site:.it	Some hits in the .gov.it domain; many hits in the .it domain
	<i>Nel caso di un evento /</i>	S	"evento eventi di forza	Many hits

	<i>eventi di forza maggiore</i>		maggiore" site:.gov.it	
	<i>Nell'eventualità che si verifichi un evento di forza maggiore</i>	S	"nell'eventualità * di forza maggiore" site:.gov.it	Some hits
2. the contractual obligations shall be suspended	<i>Cesseranno gli obblighi contrattuali</i>	S	"forza maggiore" "obbligazioni obblighi cessano cesseranno" site:.gov.it	Many hits
	<i>Gli obblighi / le obbligazioni contrattuali verranno / saranno / sono / (devono essere) sospesi</i>	S	"obbligazioni obblighi sospesi" "forza maggiore" site:.gov.it	Many hits
	<i>Gli obblighi contrattuali cadranno</i>	U	"forza maggiore" "obblighi obbligazioni contrattuali cadranno cadono" site:.gov.it; "obbligazioni obblighi cadono cadranno" site:.gov.it	0 hits
	<i>I rapporti contrattuali saranno sospesi</i>	S	"sospensione sospesi rapporti contrattuali" "forza maggiore" site:.gov.it	Some hits
	<i>Le condizioni contrattuali saranno sospese</i>	U	"condizioni contrattuali * sospese" "forza maggiore" site:.gov.it; "condizioni contrattuali * sospese" "forza maggiore" site:.cnel.it; "sospensione * condizioni contrattuali" "forza maggiore" site:.gov.it; "sospensione * condizioni contrattuali" "forza maggiore" site:.cnel.it	0 hits. As a matter of fact, 'obbligazioni contrattuali' ('contract obligations') can be 'suspended', not 'condizioni contrattuali' ('contract conditions')
	<i>XX si riserva il diritto di recedere dal presente contratto</i>	U	"forza maggiore * recedere" site:.gov.it	0 hits. The verb 'risolvere' should be used. However, the corpus shows incorrect evidence of 'recedere' collocating with 'forza maggiore'
3. for any period during which	<i>Per l'intero periodo</i>	S	"forza maggiore" "per intero periodo" site:.gov.it	Many hits
	<i>Per ogni periodo</i>	I	"forza maggiore" "per ogni periodo" site:.gov.it	The phrase 'per ogni periodo' is used, but not in force majeure

				clauses, e.g., 'per ogni periodo rilevante'; 'per ogni periodo di fatturazione'
	<i>Per qualsiasi / qualunque periodo</i>	S	"forza maggiore" "per qualsiasi qualunque periodo" site:.gov.it	Some hits
	<i>Per un periodo di tempo pari a</i>	S	"forza maggiore" "per un periodo di tempo pari a" site:.gov.it	Many hits
4. the Affected Party	<i>Il contraente / la parte contraente</i>	S	"contraente * forza maggiore" site:.gov.it; "il contraente * forza maggiore" site:.it; "parte contraente * forza maggiore" site:.it	Many hits in the .gov.it domain; some hits in the .it domain
	<i>La parte coinvolta</i>	I	"forza maggiore * parte coinvolta" site:.it	1 hit
	<i>La parte condizionata</i>	U	"forza maggiore * parte condizionata" site:.it	0 hits
	<i>La parte danneggiata</i>	I	"parte danneggiata * forza maggiore" site:.it	1 hit
	<i>La parte interessata</i>	S	"forza maggiore * parte interessata" site:.gov.it; "forza maggiore * parte interessata" site:.it	Some hits in the .gov.it domain; many hits in the .it domain
	<i>La parte lesa</i>	I	"parte lesa * forza maggiore" site:.it	1 hit; according to corpus evidence the 'parte lesa' is the non-affected party
5. is unable to perform.	<i>In cui non potrà eseguire le proprie obbligazioni</i>	S	"eseguire le proprie obbligazioni" "forza maggiore" site:.gov.it	Some hits
	<i>Non possa espletare le proprie prestazioni</i>	I	"espletare * prestazioni * forza maggiore" site:.gov.it; "espletare * prestazioni" site:.gov.it	0 hits for 'espletare prestazioni' together with 'forza maggiore'; however, 'espletare (le proprie) prestazioni' is used in contracts
	<i>Non sia in grado di esercitare</i>	U	"non * in grado di esercitare" "forza maggiore" site:.gov.it; "non * in grado di esercitare" "forza maggiore" site:.cnel.it "non in grado di esercitare" "forza maggiore" site:.gov.it	The word 'esercitare' only collocates with 'diritti' ('rights') in the .gov.it domain; no hits in the CNEL domain
	<i>Sia nell'impossibilità / sarà</i>	I	"forza maggiore"	In the results, 'svolgere

	<i>impossibilitata a / di svolgere l'attività</i>		"impossibilitata a svolgere * attività" site:.gov.it	<i>attività'</i> always collocates with <i>'lavorativa'</i> (i.e., working activities)
6. The Affected Party shall notify (...) regularly in writing	<i>Il contraente / la parte contraente comunicherà regolarmente per iscritto</i>	S	"contraente * forza maggiore" site:.gov.it; "contraente * forza maggiore" site:.gov.it	Many hits
	<i>La parte interessata dovrà comunicare regolarmente e per iscritto</i>	S	"comunicare regolarmente" site:.gov.it	Many hits
7. (the Non-affected Party)	<i>La parte non colpita</i>	S	"parte non colpita * evento causa" "forza maggiore" site:.gov.it; "parte non colpita * evento causa" "forza maggiore" site:.it	Some hits in the .gov.it domain; several hits in the .it domain, also proposed by legal firms' websites
	<i>La parte non interessata</i>	I	"parte non interessata * forza maggiore" site:.gov.it	Unrelated hits
	<i>La parte non lesa</i>	U	"parte non lesa" "forza maggiore" site:.it	0 hits
8. of the steps taken	<i>(indicando) Le misure prese / intraprese</i>	S	"misure prese intraprese" "forza maggiore" site:.gov.it; "misure prese intraprese" "forza maggiore" site:.it	Many hits
	<i>(riguardo a) Le misure adottate</i>	S	"misure adottate * forza maggiore" site:.gov.it	Many hits
	<i>Circa i / sui provvedimenti adottati / presi</i>	I	"forza maggiore * provvedimenti adottati presi" site:.it	The phrase <i>'provvedimenti adottati'</i> refers to government's or trade associations' decisions
	<i>Gli step compiuti</i>	U	"step compiuti" "forza maggiore" site:.gov.it; "step compiuti" "forza maggiore" site:.it	0 hits
	<i>Le azioni intraprese</i>	S	"azioni intraprese" "forza maggiore" site:.gov.it	Many hits
	<i>Le azioni prese</i>	S	"azioni prese" "forza maggiore" site:.gov.it; "azioni prese" "forza maggiore" site:.it	Some hits; many hits in the .it domain
	<i>Sugli interventi attuati</i>	I	"forza maggiore" "interventi attuati" site:.gov.it; "forza maggiore" "interventi	The phrase <i>'interventi attuati'</i> refers to government's or trade associations' actions

			attuati" site:.it	
9. to mitigate the effect	<i>Per attenuare l'effetto / gli effetti</i>	S	"attenuare * effetto effetti" "forza maggiore" site:.gov.it	Many hits
	<i>Per limitare gli effetti della già segnalata (causa di) forza maggiore</i>	S	"limitare * effetto effetti" "forza maggiore" site:.gov.it	Many hits
	<i>Per limitare i danni</i>	S	"limitare i danni * forza maggiore" site:.gov.it; "limitare i danni" "forza maggiore" site:.it	Many hits
	<i>Per mitigare l'effetto / gli effetti</i>	S	"mitigare * effetto effetti * forza maggiore" site:.gov.it; "mitigare * effetto effetti" "forza maggiore" site:.cnel.it	Many hits
	<i>Per moderare gli effetti</i>	I	"moderare * effetto effetti" "forza maggiore" site:.gov.it; "moderare * effetto effetti" "forza maggiore" site:.it	'moderare' and 'effetti' are not related to force majeure events
	<i>Per ridurre il disagio</i>	I	"ridurre * disagio" "forza maggiore" site:.gov.it	The word 'disagio' is used to describe emotional or school problems
	<i>Per ridurre l'effetto</i>	S	"per ridurre l'effetto" "forza maggiore" site:.gov.it	Some hits
10. of the notified Force Majeure	<i>Danni di forza maggiore</i>	I	"danni di forza maggiore" site:.gov.it	The phrase mostly appears at the beginning of clauses or as clause titles
	<i>Del già segnalato evento di forza maggiore</i>	S	"forza maggiore * segnalato segnalata" site:.gov.it	Some hits
	<i>Del suddetto caso di forza maggiore</i>	S	"suddetto caso di forza maggiore" site:.it	Some hits
	<i>Della / dalla notificata forza maggiore</i>	S	"forza maggiore * notificata notificato" site:.gov.it	Many hits
	<i>Della forza maggiore resa nota / invocata</i>	S	"forza maggiore * invocata" site:.gov.it; "forza maggiore * resa nota" site:.it	Many hits
	<i>Derivante dalla notificata force majeure</i>	I	"dalla la force majeure" site:.gov.it; "dalla force majeure" site:.it	Some hits in the .gov.it domain (but in documents written in French); a few hits in the .it domain

Appendix 36 Overall marks of the second English>Italian translations

This appendix lists the percentage values of the marks (i.e., Satisfactory, In need of improvement, Satisfactory / In need of improvement, and Unsatisfactory) of the students' second translations (English > Italian).

Source phrase	S		I		U	
	No. (out of 46)	%	No. (out of 46)	%	No. (out of 46)	%
1. Upon the occurrence of a Force Majeure event	39	84.78%	5	10.87%	2	4.35%
2. the contractual obligations shall be suspended	42	91.30%	-	-	4	8.70%
3. for any period during which	43	93.48%	2	4.35%	1	2.17%
4. the Affected Party	34	73.91%	11	23.91%	1	2.17%
5. is unable to perform.	34	73.91%	9	19.56%	3	6.52%
6. The Affected Party shall notify (...) regularly in writing	35	76.09%	11	23.91%	-	-
7. (the Non-affected Party)	26	56.52%	16	34.78%	4	8.70%
8. of the steps taken	31	67.39%	10	21.74%	5	10.87%
9. to mitigate the effect	43	93.48%	3	6.52%	-	-
10. of the notified Force Majeure	44	95.65%	2	4.35%	-	-

Overall marks

The following table considers all the phrases proposed (or omitted) by the students (i.e., 111) to translate the clause of the second translation assignment from English into Italian. In practice, out of the 10 source phrases, the students proposed 111 target phrases overall, 60% of which were marked 'S', 24% 'I', and 15% 'U'. See Appendix 33 to understand how number 111 is obtained.

Marks	Overall number of phrases proposed by the students	% (out of 111)
S	67	60.36%
I	27	24.32%
U	17	15.32%
<i>Total target phrases / translations</i>	<i>111</i>	