

Functional Equivalence in Legal Translation: Legal Contracts as a Case Study

Atheer Ali Mohammad AlSaeed and Prof. Montasser Mohamed Abdulwahab

Al-Imam Muhammad Ibn Saud Islamic University

College of Languages and Translation

Department of English Language and Literature

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ABSTRACT: *The aim of the present study is to investigate the applicability of Nida's functional or dynamic approach in legal translation, specifically in translating legal contracts. It is also aimed at investigating the difficulties that translators encounter in translating legal contracts in the Kingdom of Saudi Arabia and at shedding light on the translation procedures used by translators in translating legal contracts. Data were obtained from two sources. First, a translation task was assigned to two translators for the purpose of comparing and analyzing two translations each of five legal contracts. Second, a semi-structured interview was conducted to determine the real-world difficulties that translators usually encounter in translating legal contracts. The study revealed that serious problems arise from applying only the formal equivalence approach. There is an urgent need for an integrated approach to legal translation that combines both the literal and the free approaches or the formal and the dynamic approaches, fully taking into account the lexical, syntactic, cultural, and stylistic factors in the translation process.*

KEY WORDS: Legal, legal translation, contract, equivalence, functional equivalence, dynamic equivalence, formal equivalence, literal translation, free translation

INTRODUCTION

"Without translation, we would be living in provinces bordering on silence." (Steiner, n.d.)

Translation eliminates borders between countries. The need for translation is greater in the world today than at any other time in history due to advances in technology and means of communication. The world has become a small village and translation has become a vital tool to bridge the gaps between people who speak different languages enabling them to communicate effectively. Many voices, ideas, treatments, inventions, and discoveries would not have come to light without translation. It plays a crucial role in dissemination and exchange of knowledge and information in various languages worldwide. With the help of translation, we can access the latest discoveries in diverse fields, such as medicine, engineering, science, chemistry, physics, and astronomy. No one can deny the role of translation as a carrier of knowledge throughout history. Although translation has been practiced since antiquity, the study of translation is still considered to be a new discipline. Only in the second half of the 20th century did translation emerge as a separate discipline. "Yet the study of translation as an academic subject has only really begun in the past sixty years" (Munday, 2008, p. 5). Indeed, the issue of equivalence in translation has long ignited heated debates among translation scholars. The distinction between word-for-word and sense-for-sense translation goes back to Cicero and St Jerome BC (Munday, 2008).

There is a vast amount of literature on the issue of equivalence considered to be a central topic in translation studies. Numerous scholars such as Roman Jakobson (1959), Peter Newmark (1982), and Eugene Nida (1964) have addressed the issue of equivalence in

translation. The present study is based on Nida's (1964) functional or dynamic equivalence theory. The core of Nida's (1964) theory lays upon seeking the closest and most natural equivalent to the source-language message. Nida (1964) emphasized that a translation should affect target readers in the same way that it affects source-language readers.

Nida's (1964) theory of functional or dynamic equivalence is not restricted to a specific field of translation, but can be applied in various translation genres, including technical translation. According to Dickins, Hervey, and Higgins (2002, p. 184), "the term "technical" is not confined to natural science and technology. Any specialist field has its own technical terms" S. Wright and L. Wright (1993, p. 1) agreed that technical translation includes the translation of not only medicine and engineering texts, but also any text written using language for special purposes, such as law .Legal translation, therefore, is considered to be a technical or specialized translation because it involves a special legal jargon, language, and style.

Legal translation recently has attracted a considerable attention due to numerous factors, such as technology, globalization, and increased social interaction and communication among people in different countries around the world. Thousands of treaties are concluded at conferences, thousands of cases are filed in courts, and thousands of agreements and contracts are made around the world every minute. Consequently, legal translation is becoming an increasingly vital factor in the development and advances of every country worldwide. Aiming to contribute to studies on Arabic legal translation and studies on translation theories, the researcher, in this study investigates Nida's (1964) theory of functional or dynamic equivalence in legal translation with special reference to legal contracts.

Statement of the Problem

During the process of transferring meaning from one legal document to another, legal translators should render the closest natural equivalent message, and should produce the same effect from the source text on target readers as a source-language readers. There is a general consensus among translation scholars and translators that legal documents should be translated as literally and faithfully as possible. However, legal contracts contain legal expressions, idioms, and polysemous words that literally translating would undoubtedly raise many problems. The current study sheds light on the necessity of using the dynamic or functional approach to achieve the same effect in the target language. The present study also explores the translation procedures used by the translators with the study corpus. Translators are likely to face many problems of various types when translating legal documents. This study, therefore, is aimed at highlighting some of the lexical, stylistic, and syntactic difficulties and challenges encountered by legal translators when translating legal contracts.

Research Questions

In attempting to solve the problem of the study, many questions arise.

- 1.What difficulties do translators face when translating legal documents, especially legal contracts?
- 2,What translation procedures did the translators use?
3. What are the effects of applying the dynamic or functional approach in translating legal contracts?

Significance of the Study

Several research studies discussing theories of equivalence have been published. However, very little research has addressed the issue of equivalence in legal translation. Indeed, there is a clear lack of research on legal translation in the Arab world, especially in the Kingdom of Saudi Arabia. The proposed study, therefore, is intended to fill this gap and to motivate researchers and students of translation to involve themselves in the legal translation field. The purpose of doing so is to enrich the Arabic legal translation studies and help Arab

translators overcome their translation obstacles. The study findings are beneficial for legal translators working in translation agencies, undergraduate students of translation, and teachers of translation. Future studies can also build on the study results to investigate the issue of dynamic or functional equivalence in other types of legal documents, such as international conventions and treaties, litigation documents, wills, birth and death certificates, power of attorneys, etc.

Limitations of the Study

As everything has boundaries and limits, the current study is not devoid of certain limitations. Unavailability of resources is one of the most obvious limitations that the researcher suffers from during the research journey. In this case, resources related to dynamic or functional equivalence in legal translation were limited. In addition, the scope of the study was limited to the translation of legal contracts. The current study is only concerned with five types of contracts, namely an employment contract, marriage contract, maintenance contract, lease contract, and sales contract.

LITERATURE REVIEW

"The literature in any field forms the foundation upon which all future work will be built" W. R. Borg (as cited in Sing&Nath, 2007, p. 82). Legal translation is widely considered to be one of the most significant fields in translation. This chapter will shed light on the definition and importance of legal translation, the distinctive features of legal language, and the difficulties encountered by translators and students of translation when translating legal texts. This chapter will also provide a general overview of legal contracts, including their definition, types, importance, layout, and lexical, syntactic, stylistic and cultural features. Finally, the notion of equivalence in translation studies will be addressed, with special reference to functional equivalence.

Legal Translation

A legal text is a text that controls human interactions, imposes obligations, makes binding promises, and determines penalties (Karakira, 1997). The law exists to preserve the rights of people through establishing a system of penalties for breaking the law. Consequently, there is a great need to translate legal systems, especially international conventions and treaties so that they may be understood and applied by all. Indeed, law and language are inseparable. "Language is central to the law, and law is inconceivable without language" (Gibbons, 1994, p. 3).

Legal translation is considered to be technical translation. The domain of technical translation encompasses any specialist field such as chemistry, physics, politics, accounting, administration, and law. (Farghal & Shunnaq, 1992). There are numerous definitions of the term *legal translation*: "the term legal translation refers to the translation of any text used within the legal system" (Brooks, 2015). Alternatively, "legal translation is a special and specialized area of translational activity" (Cao, 2007, p. 7). Legal translation is commonly considered to be one of the most complex and challenging genres of translation (Cao, 2007). It encompasses a wide variety of texts, such as contracts, agreements, international conventions and treaties, constitutions, litigation documents, pleadings, statutes, wills, birth and death certificates, memoranda of understanding, power of attorneys, etc..

Importance of Legal Translation

According to Bostanji (2010), the demand for translation services recently has increased dramatically due to the establishment of multinational business organizations and the growth in social, political, and economic interactions among countries around the world. Al-Hait (2012) pointed out that international conventions, agreements, and treaties usually are translated into different languages, yet the binding version is usually the one written in the English language. Consequently, there is an urgent need to have accurate translations

to avoid misunderstandings and disagreements that may arise from the ambiguous and inaccurate translations.

Dickins et al., (2002) emphasized that any mistake in legal translation might cause financial damage or loss of life. Sarcevic (2000) added that legal translational mistakes might lead to lawsuits, threaten national security, and damage diplomatic relations. "Translations of legal texts lead to legal effects and may even induce peace or prompt a war"(Sarcevic, 2000, p. 1). Other reasons also necessitate the Arabic translation of legal documents. According to Bostanji (2010), legal documents should be translated into Arabic for the purposes of auditing, settling disputes and disagreements, and maintaining Arabic as countries' official language.

Features of Legal Language

Legal language originally is a visual language intended to be read in silence (Crystal & Davy, 1969). Identifying the features of legal language is of great importance for legal translators and students of translation. Indeed, legal discourse is distinct from other types of discourses and genres and possesses many special features that differ greatly from ordinary language. Guangqi (2014) demonstrated that the language used in legal documents and legal contracts is different than the language used in English literature and basic English. Legal language is characterized by various features, including clarity, precision, formality, cultural dependency, economy of expression, and the usage of Latin, Old French, and Norman terms.

Clarity is a basic element of legal language. According to *Cambridge Dictionary* (n.d.), clarity is defined as "the quality of being clear and easy to understand." Al-Aqad (2014) stressed that documents written to defend the rights of people and to impose obligations such as, charters, contracts, and treaties, etc. have to be written in unambiguous language. As well, accuracy or precision is considered to be a prominent feature of legal language (Mattila, 2006). Legal language should be written accurately to avoid arbitrariness. "Accuracy of wording is a desirable and important attribute for a good lawyer" (Zidan, 2015, p. 1). According to Hung, Minh, and Shimazu "legal translation requires exact precision, authenticity and a deep understanding of law systems."(2013, p. 35) Brevity or economy of expression is also a significant feature of legal language. Legal texts should be written in a brief or concise way to guarantee clarity and understandability of the texts. "Legal language should be as concise as possible"(Mattila, 2006, p. 72)

Formality is another prominent feature of legal language. Malinkoff (1963) pointed out that the usage of formal words in legal texts is considered to be a distinct feature of legal language. Chiriac (2012) indicated that legal discourse is characterized by a large proportion of highly formal words. El-Farahaty (2015) pointed out that both English and Arabic legal discourses are formal. Formality is expressed by different forms of address and honorary titles in Arabic, whereas it is expressed by modal auxiliaries, speech acts, and formulas in English.

Cultural dependency is an obvious feature of legal language. "Legal translation is a specialized, cultural dependent translation"(Zidan, 2015, p. 48). Bostanji (2010) mentioned various examples of culture-specific terms and explained that each legal system has its own culture-specific terms. For instance, the usage of the term *حق الشفعة* in the Arabic legal system means that when a person wants to sell their home, their immediate neighbor shall have a priority right over others to purchase it. The existence of Latin, Old French and Norman terms is a common feature of legal language (Alcaraz & Hughes, 2002). Tiersma (1999) pointed out that legal documents were written in Latin because it was the language of learning and literature in the Middle Ages. Furthermore, the spread of Christianity and the power of the Roman church had significant roles in the presence of Latin legal terminology.

Legal Translation in the Arab World

Translation has a long history in the Arab world. In the era of the Prophet Mohammed (peace be upon him), there was a great need for translators to help in disseminating the message of Islam among non-Arabic-speaking communities. Prophet Mohammad assigned Zaid Bin Thabet to translate Arabic letters into Syriac, Hebrew, and Persian and vice versa (Mehawesh, 2014).

The Abbasid era witnessed a revolution in translation. Caliphs such as Abu Jafar Al-Mansur, Harun Al-Rashid, and Al-Mamun played significant roles in the development and enhancement of Arabic translation (Mehawesh, 2014). Supporting the translation movement, Caliph Al-Mamun announced that every translator would receive the weight of their translated books in gold (Baker, 1998). With the Caliphs' support and encouragement, the translation movement reached its peak during the Abbasid era. "Arab translators have helped in the development of this world civilization to reach our contemporary technological civilization. This translation movement was unprecedented in the transmission of knowledge in the whole history of humankind"(Rababah, 2015, p. 130).

Legal discourse has long existed in the Arab world. Mattila (2006) indicated that the first translated legal text, that has survived until today, is the translation of a peace treaty in two languages: between the Egyptians and the Hittites in 1271 B.C. Arabs were ruled by the law of the tribe in every aspect of their lives, and after the advent of Islam, the Holy Book Quran and the Sunnah of the Prophet Mohammad became the main sources of laws. Numerous treaties were made between Arab and non-Arab communities during the time of the Prophet Mohammad and the Caliphs (El-Farahaty, 2015).

Although legal translation has a very long history, textbooks and research on Arabic legal translation are meager. Arab authors such as Mahmoud Sabra, Hanem El-Farahaty, Adel Al-Hait, Basil Hatim, Abdullah Shunnaq, Muhammed Abu- Risha, Mustafa Almurshdi, Mustafa Sayed, etc. have contributed to the literature in Arabic legal translation, but there is still a paucity of research studies and textbooks on Arabic legal translation. Consequently, there is a great need for translation theories and techniques to help Arab legal translators overcome obstacles in translation. The Arab world today suffers from a deep retreat in the translation movement in all fields, specifically in the field of legal translation.

Difficulties Encountered in Translating Legal Texts

Al-Tameemi and Farhan (2016) discussed the difficulties that translators may encounter when translating marriage and divorce contracts from Arabic to English. These difficulties can be categorized into three groups: semantic, syntactic, and cultural. Semantic difficulties include the finding of suitable functional and lexical equivalent terms and the lack of established terminology. Syntactic difficulties include unusual Arabic sentence structure, the special use of modal verbs in legal English, and word-order differences between English and Arabic. Cultural difficulties include the finding of religious and cultural equivalent terminologies and differences in traditions and norms. As well, differences in the English and Arabic legal systems pose great difficulties for translators.

Karimi, Tabrizi, and Chalak (2016) investigated the challenges that students pursuing a master of art in translation encountered when translating legal contracts and agreements from English into Persian. One of the most obvious challenges that the students faced was the inability to render some parts of the text, which they attributed to poor command of the English language, a lack of experience in the legal translation field, and a lack of basic knowledge of legal systems, legal jargons, and the layout of the contracts.

Farghal and Shunnaq (1992) discussed the difficulties that master-level translation students at Yarmouk University faced when translating a United Nations (UN) legal document from English into Arabic. Syntax, layout, and tenor-related problems were the most obvious challenges that these students encountered while translating the UN legal document.

Furthermore, the students encountered various challenges with dealing with syntactic discontinuities, choosing appropriate lexical words, maintaining the level of formality, and rendering the layout features of the text.

Al-Najjar (2011) investigated the challenges that novice translators in Jordan encountered when translating contracts and agreements from English into Arabic and vice versa. The translators faced various lexical, syntactic, and stylistic difficulties. Al-Najjar (2011) noted that the translators committed several mistakes, including subject- verb disagreement referential and comprehension-related errors, incorrect usage of tenses, mistranslations of some modal verbs, and misuse of capitalization and punctuation.

Ali (2016) investigated the challenges and difficulties that Sudanese practitioners encountered when translating legal contracts. The Sudanese practitioners faced various linguistic and stylistic translation problems due to the lack of a legal background, knowledge, and experience. They also dealt with cultural challenges due to minimal exposure to the culture of the target language. Ali (2016) emphasized the importance of conducting workshops and training programs on legal translation to enhance the skills of legal translators.

Al-Aqad (2014) discussed the challenges and difficulties that translators encountered when translating marriage contracts from Arabic into the English language. Finding exact terms and legal concepts in the target language was one of the most prominent difficulties that translators encountered due to differences in culture-specific terms and legal systems. Al-Nakhalah (2013) discussed the difficulties that students of translation encountered when translating legal texts from Arabic into English and vice versa. Choosing appropriate terms in the target legal document was the most common difficulty among the students. Al-Nakhalah (2013) also proposed useful pedagogical solutions and recommendations to improve the skills of students of translation. Al-Shehab (2013) investigated difficulties encountered when translating legal texts using Google Translate which failed to accurately translate some lexical and syntactic aspects of the text. The system needed improvement in the translation of archaic terms, modal verbs, and passive voice structures, but was generally good at the level of partial equivalence. The translation output of Google Translate is being improved daily, but so far does not exceed the level of professional human translators.

Mohammad, Alawi, and Fakhouri (2010) discussed the difficulties that translators faced while translating legal contracts, specifically a real-estate contract, a lease contract, and an employment contract. Legal translators encountered various difficulties such as unfamiliarity with technical terms in legal discourse, archaic words, synonyms, quasi-synonyms, and reference repeating. Furthermore, contracts drafted by non-professional writers pose an additional difficulty for translators. Bostanji (2010) investigated the difficulties and challenges encountered in translating legal texts in general and contracts and agreements in particular. His study indicated that legal translators faced lexical difficulties in translating legal jargon and culture-specific legal terms. They also face syntactic difficulties in translating modal verbs, tenses, and some sentence structures. Furthermore, translators encountered stylistic difficulties in rendering the layout of contracts and dealing with punctuation and capitalization. Bostanji (2010) highlighted that the majority of legal translators found the translation of contracts and agreements from Arabic into English to be more difficult than a translation from English into Arabic. This difficulty might be attributable to the translators' poor command of the English language. Abu Ghazal (1996) investigated the difficulties and challenges that legal translators in general and masters' students in particular encountered while translating UN resolutions. Syntactic and semantic difficulties were very common in the students and the translators' work during the process of translation from English into Arabic and vice versa. Abu Ghazal (1996) stressed that legal translators should undergo intensive training in legal translation

to eliminate the translation difficulties encountered, especially before practicing the profession as a career.

Equivalence in Translation Studies

The notion of equivalence is considered to be one of the most widely discussed topics in translation studies. It has generated considerable interest and attention among translation scholars, including, but not limited to, Jakobson (1959), Nida (1964), Newmark (1982), and Koller (1979). So far, however, there has been no unified definition of the term "equivalence". Theorists and translation scholars instead define the term "equivalence" from their own perspectives. Jakobson (1959) suggested three types of translation: intralingual translation, interlingual translation, and intersemiotic translation. He claimed that in interlingual translation, which is translation between two languages, there is no full equivalence between code-units. Jakobson (1959/2004) provided many examples of translation between English and Russian to prove that there was no literal equivalent word that delivered the full semantic meaning between two different languages.

Nida (1964), in his book *Toward a Science of Translating*, proposed two types of equivalence: formal equivalence and dynamic equivalence. In formal equivalence, the translation should match the structure of the source-text as closely as possible. On the contrary, translation in dynamic equivalence is oriented toward the target recipients, and the aim of adopting the dynamic equivalence approach is to achieve complete naturalness of expression. Newmark (1982), in his book *Approaches to Translation*, proposed the semantic and the communicative translation approaches. The semantic approach follows the semantic and syntactic structures of the source text as closely as possible. The communicative approach, in contrast, aims to convey the same effect on the source-text readers and the target readers. Koller (1979) (as cited in Munday, 2008, p. 47) suggested five types of equivalence: denotative equivalence, which relates to the extralinguistic content of a text, connotative equivalence, which relates to lexical choices, text-normative equivalence, which relates to text-types, pragmatic equivalence, which relates to the receiver of the text, and finally, formal equivalence, which relates to the form and the aesthetics of the text. Koller's (1979, as cited in Munday, 2008) pragmatic equivalence or communicative equivalence is similar to Nida's dynamic equivalence in its orientation toward the source-text receivers.

There has been an age-long debate on the dichotomy of literal and free translation. It is considered to be one of the most controversial and problematic topics in translation studies. The huge number of studies and theories concerning the concept of equivalence proposed by scholars in the field of translation cannot be covered in this short overview.

Functional Equivalence

Legal texts have been translated for centuries. The literal translation approach was the most widely used among legal translators until relatively late in the twentieth century. In contrast, aiming to reach the closest natural equivalent to the target legal system, the functional approach has come to light (Sarcevic, 2000).

The term *functional equivalence* has been investigated by various theorists, linguists, translation scholars, and translators, including Jean Kerby, Gemar, Weston, and Groot, to name a few. The concept of functional equivalence has been discussed in both general translation theories and comparative law studies (Sarcevic, 2000)

Functional Equivalence in Comparative Law Studies

According to Sarcevic (2000, p. 236), *functional equivalence* is "a term designating a concept or institution of the target legal system having the same function as a particular concept of the source legal system." In her book *New Approach to Legal Translation*, Sarcevic (2000) proposed three categories to measure the degree of equivalence: near-equivalence, partial equivalence, and non-equivalence. She also emphasized that to make

firm decisions about the degree of equivalence, translators and researchers should be assisted by terminologists who have adequate knowledge in comparative law studies.

Al-Tameemi and Farhan (2016) stated that the English language has different legal systems. For instance, the functional equivalent of the Arabic term لائحة جوابية is "motion." in the American legal system, whereas, "reply to defense." in the British legal system. The Arabic language, as well as, has more than one legal system such as Religion, Law of Napoleon, French Law, Martial Laws. Furthermore, Al-Aqad (2014) emphasized that translators should be aware of the different legal systems within the same language. For instance, the term "examining magistrate" has different functional equivalents in various Arabic legal systems, such as the Moroccan, Tunisian, Lebanese, and Saudi legal systems. Within the same Arabic language, the term can be translated as قاضي التحقيق، حاكم التحقيق، هيئة التحقيق، المحقق العدلي، depending upon the target legal system. Consequently, the translator should search diligently for the appropriate functional equivalent term in the target legal system.

Functional Equivalence in General Translation Theories

Nida (1964) put forward the theory of functional equivalence. He suggested two types of equivalence: formal equivalence and dynamic or functional equivalence. Formal equivalence is oriented toward the structure of the source text, whereas the dynamic or functional equivalence is oriented toward the target text's receptors. Nida's (1964) theory is based on the principle of the equivalent effect which holds that translation should affect the target readers in the same way as it affects the original readers. The aim of Nida's (1964) functional equivalence theory is to draw more attention to the recipients' response and the naturalness of translation.

Sarcevic (2000) explained that almost all legal translators used the literal approach until the late twentieth century. Translators were "long convinced that all legal translation had to be literal...thus giving the impression that legal translation is a mechanical process of transcoding" (Sarcevic, 2000, p. 229). A revolutionary change in translation theory perspectives, however, has occurred. Great attention has been given to the communicative, functional, and intercultural aspects of the texts (Garzone, 2000). Fujii (2013) conducted a study to examine the applicability of the free translation approach to legal agreements and contracts from Japanese into English. He concluded that translators should adopt a free approach within a certain scope of contract translation. Otherwise, many problems might arise from literal translation. Fujii (2013) called for an integrated approach combining both literal-and-free translation approaches. Zidan (2015) conducted a study on the translation of two legal contracts from Arabic into English and vice versa. The findings of the study stressed that the translation of contracts requires an understanding of the contextual, communicative and functional aspects of the texts. Zidan (2015) stressed that mastering the technical terms of the source and target language texts is inadequate to make a legal translator competent.

Al-Aqad (2014) declared that functional translation is an effective method to translate legal sentences. He also mentioned that translators should keep in mind that the literal translation method can result in meaningless and unacceptable translations in the target language. Translators need instructions and training in the application of the pragmatic, communicative, and functional approaches. As well, Newmark (1988) pointed out that translators should use the communicative approach in translating legal documents, such as contracts, agreements, international conventions and treaties in order to convey the same message as the target text.

Legal Contracts

Many lawyers, scholars, theorists, and lexicographers have defined the term "contract." According to Sarcevic, "contracts are agreements between two or more parties to exchange performance in a given situation for a specific purpose" (2000, p. 133). As well, "contracts

are voluntary legal agreements between two or more parties that outline each party's rights and obligations"(Kielmas, 2016). Alternatively,"contracts are specific types of agreements between two or more parties that are binding in law"(Gubby, 2007, p. 170). In addition,"a contract is an agreement which the parties intend to be legally binding" (Thorpe & Bailey, 1996, p. 1). Blackwell (2008) in *the essential law dictionary*, defined the term "*contract*" as a transaction in which parties promise to perform duties in exchange for certain considerations, and each party may seek a remedy if the other party fails to perform what was promised. Finally, "a legal contract is a deliberate engagement between competent parties, upon a legal consideration and a specific subject matter to do, or to abstain from doing, some act." (*Black's Law Dictionary*, 1968, p. 394).

Importance of Translating Legal Contract

Contracts have become part and parcel of the lives of almost all ordinary people. Individuals around the world make hundreds of everyday agreements and contracts for endless purposes such as buying cars, leasing properties, changing jobs, and arranging bank mortgages or loans (Alcaraz & Hughes, 2014, p. 126). With increased economic and commercial exchanges and cooperation among countries around the world, the necessity of making and translating contracts has increased dramatically (Guangqi, 2014). Translating contracts facilitates communication between people who speak different languages and helps ensure that all the articles are fully understood in order to avoid conflicts and disagreements.

Writing contracts is essential for many reasons. Contracts ensure that all the parties indicate that they have read and understood the terms and conditions by signing at the end of the contract. Contracts provide a proof of what was agreed by the contracting parties. Each party knows their rights and obligations, payments, warranties, and penalties for non-performance. Writing contracts guarantee non-disclosure of confidential information and helps reduce disputes, disagreements, or misunderstandings that might later arise among the contracting parties. Contracts usually set out methods of resolution, such as mediation or arbitration in the case of disputes and disagreements (Kielmas, 2016).

Types of Legal Contracts

There are a variety of classifications of legal contracts. According to Alcaraz and Hughes (2014), contracts can be either oral or written. Both types are valid in law, although difficulty in proving oral contracts may arise if there are no witnesses (Alcaraz & Hughes, 2014, p. 126). Gopal (2008) classified contracts based on formation, execution, and validity. On the basis of formation, contracts are classified as express contract, implied contract, and quasi contracts. On the basis of execution, contracts are classified as executed contract and executory contract. On the basis of validity, contracts are classified as a valid contract, voidable contract, void contract, illegal contract, and unenforceable contract.

People worldwide make many types of contracts, such as investment contracts, cleaning contracts, personal loan contracts, child care contracts, scholarship contracts, tutoring contracts, roommate contracts, housekeeping contracts, etc. According to Al-Marshdi (2010), commercial contracts include a wide variety of contracts such as annual service contracts, agency agreements, tourist service agent agreements, distribution agreements, trademark agreements, franchise agreements, partnership agreements, marketing agreements, deeds of assignment, and lease and investment of trade license contracts, etc. The present study is aimed at casting some light on five of the most popular and frequent types of legal contracts: The first type is an employment contract. "An employment contract is a written legal document that lays out binding terms and conditions of an employment relationship between an employee and an employer" (Heathfield, 2016). The second type is a marriage contract. "A marriage contract is an agreement that a couple may enter into before their marriage or during their marriage while living together. In the contract, they define their rights and obligations during the marriage, and upon death, divorce or separation" (Public Legal Education and Information Service of New

Brunswick, 2016, p. 1). The third type is a maintenance contract." A maintenance contract is a fixed-fee service provided by a contractor for periodic maintenance of a buildings or equipment" (Business Dictionary, n.d.). The fourth type is a lease contract. "A contract of lease is a special kind of contract between a property owner and a person wanting temporary enjoyment and exclusive use of the property, in exchange for rent paid to the property owner" (Lease, n.d.). The fifth type is a contract of sale. "A contract of sale is a contract between two parties, called, the "seller" and the "buyer" whereby a property is transferred from one person to another for a consideration of value"(Black Law's Dictionary, 1968, 397).

Layout of Contracts

The layout of a document refers to "the sketch or plan of the texts' physical appearance"(Farghal & Shunnaq, 1992, p. 205). Translators and students of translation should be aware of the layout of legal contracts. Being unaware of the layout features may affect both the cohesion and coherence of the contract (Farghal & Shunnaq, 1992). Zidan (2015) emphasized that disregarding the layout of contracts may lead to misinterpretation of clauses. There is no particular layout that a contract must follow, but most follow a similar structure (Haigh, 2004). Al-Hait (2012) demonstrated that certain common elements of layout exist in almost all contracts. Both Arabic and English contracts should start with a title, which is usually placed in the center of the top part of the contract's first page. Contracts should contain the data about the contracting parties, including, their full names, nationality, etc. Almost all contracts start with a preamble explaining the subject of the contract. The date of entry into the contract and the duration of the validity of the contract should be written clearly to reduce the possibility of disputes that may occur. Signatures are a basic element of contracts. Each page of a contract should be signed by the contracting parties. Contracts usually contain a clause that indicates the legal capacity of contracting parties. Some contracts also contain a clause that defines the court of jurisdiction to save time and avoid judicial expenses in case of any disputes and disagreements that arise among the contracting parties.

Features of Legal Contracts

Contracts are characterized by a variety of lexical, syntactic, stylistic, and cultural features. The following sections briefly introduce these features:

Lexical Features of Contracts

Legal contracts are characterized by various lexical features such as the use of doublets and triplets, archaic words, and technical terms. The use of doublets and triplets, or two or three near-synonyms or near-antonyms combined together, such as "made and signed" and "change, amendment, or alteration" are very common in legal contracts. According to Crystal and Davy (1969), the tendency to use these pairs in legal discourse goes back to when both the English and the borrowed French terms for the same referent were used. Legal drafters then included both synonyms to be more precise and accurate.

Archaic words such as whereof, thereto, hereinafter, aforesaid, etc. are widely used in contracts. According to EL-Farahaty (2014), archaic words are used in contracts, agreements, and certificates more frequently than the modern language of legislation and international law documents such as UN records. According to Crystal and Davy (1969), the purpose of archaism is to add a touch of formality to texts. The usage of technical terms is also a marked feature of legal contracts (Guangqi, 2014; Garner, 1991). "Technical terms are those that are found exclusively in the legal sphere and have no application outside it"(Alcaraz & Hughes, 2002, p, 16). For instance, according to Tiersma (1999), "some vocabulary is a complete mystery to non-lawyers, including words like estoppel, testator, and tortfeasor ". (P. 203). Alcaraz and Hughes (2002) pointed out that some contracts contain a section defining the exact meanings of the terms used in the contract to ensure precision and legal certainty.

Syntactic Features of Contracts One of the most prominent syntactic features of legal contracts is the use of modal verbs. The modal verb "shall" has a special meaning in legal discourse. It indicates a command or obligation in legal texts, whereas it expresses the future tense in other varieties of texts (Crystal & Davy, 1969; Tiersma, 1999). Another syntactic feature of legal contracts is the abundant use of the passive voice. According to EL-Farahaty (2015) "passive occurs in contracts and constitutions" (p. 41). Lawyers usually use passive structures to avoid directly referring the name of the person (Coa, 2007). For instance, no names are directly mentioned in the following passive sentence, "This contract is revoked immediately and absolutely without any prior notice."

Stylistic Features of Contracts

Legal contracts are characterized by various stylistic features, such as long and complex sentence structures, impersonal style, and punctuation. Legal writing style is well-known for its long and complex sentences. According to Al-Nakhalah (2013), writing conditions and provisions in separate sentences may lead to ambiguity and vagueness; therefore, it is preferable to place all the information in one complete unit. As well, impersonal style is commonly used in technical texts, including legal contracts. Examples of this style include such as phrases as "the first party," "the second party," "lessor," "lessee," etc. (Dickins et al., 2002). Punctuation, such as commas, periods, quotation marks, and capitalization, is commonly used in legal language, including in legal contracts. According to Crystal and Davy, "It is not true that legal language was always entirely punctuationless" (1969, p. 200). For instance, capitalization has special meaning in legal contracts. Words that have been given precise definitions in legal contracts are usually capitalized. For instance, "Seller," "Purchaser," and "Company" might be capitalized because they refer to a specific person or organization in a particular legal contract (Zidan, 2015).

Cultural Features of Contracts

Cultural and religion specific-terms and expressions are very common in Arabic contracts, including expressions, such as "Allah is the best witness", "with the help of Almighty Allah", "peace and blessings be upon our Prophet Muhammad, his family, and his Companions, etc." Another cultural factor is the usage of the Hijri calendar in almost all Arabic contracts (EL-Farahaty, 2014).

Summary

This section presented a theoretical framework for the research topic. It started with an overview of legal translation, including definitions of legal translation, the importance of legal translation in general and in the Arab world in particular, and the common features of legal language. The discussion then narrowed to legal contracts which are the main subject of the current research study. The researcher reviewed the past literature on the definitions of legal contracts, the importance of legal contracts in today's world, the most common types of legal contracts, the layout of legal contracts, and lastly the lexical, syntactic, stylistic and cultural features of legal contracts. The researcher noted that almost all previous work has focused only on the difficulties encountered in translating legal texts. Few research studies have addressed the issue of equivalence in translating legal contracts. After that, the researcher reviewed studies concerning the notion of equivalence in translation studies, particularly the issue of functional equivalence in translation. Reviewing the previous literature raised some questions that can only be answered after analysis of the data, such as the consequences of applying the dynamic or functional approach in translating legal contracts? As well, reviewing the previous literature has provided great benefits for the researcher. The literature guided the researcher to valuable sources of knowledge and helped relate the current study with previous research studies. Reading several studies and reviewing the methods that other researchers used has also strengthened the researcher's skills in many ways.

METHODOLOGY

Clear research methodology facilitates the process of generating results for a given research problem and plays a significant role in reducing the expenditure of time, money, and effort in research. The aim of this chapter is to present all the methodological procedures that the researcher used in this study casting light on the sample, instruments, design, and data collection and analysis procedures

Sample

Sampling is the process of selecting a representative part of a population in order to generalize the results and the characteristics of a whole population. Researchers can choose from a wide variety of sample designs, but there are two main types of design: probability and non-probability sampling, or random and non-random sampling. The present study is based on non-random sampling or what is called purposive sampling (Kothari, 2004). The sample selected included five types of legal contracts translated by two certified legal translators who work at well-known certified translation offices in Riyadh, the Kingdom of Saudi Arabia.

The first translation was done by Alaa Ahmad who works at the Al-Quayid translation office. Alaa is trilingual in Arabic, English, and French. He holds a master's degree in translation and has adequate exposure to the concept of equivalence and Nida's (1964) principle of the equivalent effect. Regarding his translation experience, Alaa has thirty-one years' experience in translating documents in general fields and twenty-five years' experience in translating legal documents. He has attended various workshops and training courses in general translation and legal translation in particular, including "Freelance Translators of Egypt" and "Accreditation of Legal Translators" at the Sabra Legal Training Institute, to name a few.

The second translation was done by Asmaa El-Mezayen who works at Saleh Al-Omar translation office. Asmaa is bilingual, mastering the English and Arabic languages. Regarding her academic qualifications, Asmaa holds a bachelor's degree in translation. She has six years' experience in general translation and one year's experience in the legal translation field. She has attended various workshops and training courses in general translation and legal translation conducted by Bayan Group. Asmaa has no background in Nida's (1964) theory of equivalence.

Both participants are skilled, well-trained, and qualified translators. They have translated legal documents from Arabic into English and vice versa. They have experience translating court rulings, contracts, pleadings, and a wide variety of legal texts.

Instruments

The term "*instrument*" refers to the measurement devices used by researchers. There are a variety of instruments, such as questionnaire and tests used to obtain data on specific research problems. The proposed study used two types of instruments: a translation task and a semi-structured interview. Firstly, a translation task composed of five types of legal contracts (see Appendices 1, 2, 3, 4, 5) was assigned to the two certified legal translators who work at well-known translation offices in Riyadh to translate the contracts from Arabic into the English language. The purpose of the translation task was to analyze and compare two translated versions of each legal contract. The analysis centered on the applicability of using the dynamic or functional approach in translating some parts of legal contracts. Furthermore, the translation task enabled the researcher to compare the different translation procedures used by the translators and to suggest the best translation procedure to translate legal contracts.

Secondly, a semi-structured interview is one type of interviews conducted by academic researchers for the purpose of collecting data in their research studies. "A semi-structured interview is a meeting in which the interviewer does not strictly follow a formalized list of questions in a particular order" (Doyle, 2015). A semi-structured interview can include both open and closed-ended questions. In this research, permission was obtained from the Department of English Language and Literature, College of Languages and Translation, Al-Imam Muhammad Ibn Saud Islamic University to conduct a semi-structured interview (see Appendix 7) with both of the two study participants who worked at certified translation offices, as mentioned. The purpose of the semi-structured interview was to gain a comprehensive knowledge of the translation procedures, and resources (e.g., dictionaries, translation memories, and search engines) used by the two translators. Additionally, the second purpose of conducting this interview was to identify the most common difficulties and challenges that the two translators encountered while translating the selected legal contracts and legal documents in general.

Design

"A research design provides the conceptual structure within which research is conducted; it constitutes the blueprint for the collection, measurement, and analysis of data" (Kothari, 2004, p. 31). The research design determines all the analysis techniques and data-collection methods. A variety of research designs can be adopted by researchers to conduct theses, dissertations, and other academic research studies, but researchers are the only ones who can decide which design is most suitable for their study depending on various factors such as time constraints, the research questions, and objectives, etc.. The most common research designs are quantitative and qualitative. In the current study, the researcher adopted a qualitative research design. Hennink, Hutter, and Bailey (2011) defined the qualitative approach as follows:

Qualitative research is an approach that allows you to examine people's experience in detail, by using a specific set of research methods such as in-depth interviews, focus group discussions, observations, content analysis, visual methods, and life histories or biographies (p. 8-9).

Qualitative research helps the researcher to obtain a complete understanding and explanation of reasons, actions, behaviors, beliefs, and motivations. This method relies on textual data rather than numerical data. No surveys, questionnaires, or statistics are required in conducting qualitative research. The analysis of data in this research was based on interpretive and explanatory approaches. The study population in qualitative research is usually composed of a few purposefully selected participants (Hennink et al., 2011).

Procedures

Data collection and analysis procedures are significant parts of a research study. According to Creswell (2014), there are various ways to collect data using qualitative research methods, including observations, interviews, document analysis, and reviews of audiovisual materials. In this case, the researcher chose to collect data by examining translations of legal contracts and interviewing the study participants. The representative data came from five authentic contracts, namely an employment contract, a lease contract, a sale contract, a marriage contract, and a maintenance contract. These five types of contracts are commonly considered to be the most frequently used types of legal contracts. They were collected from Bank Al-Bilad, the Ministry of Justice, and authoritative legal books such as *The Reliable Guide to Legal Translation* by Al-Hait (2012), *Translation of Contracts* by Sabra (2003), and *Legal Translation* by Elewa (2016). The two certified legal translators were asked to translate the five legal contracts from Arabic into English to produce two translated versions for each legal contract. The participants were allowed to consult their electronic and paper dictionaries. The researcher compared the two translations of each legal contract to investigate the applicability of using Nida's (1964) functional or dynamic approach in translating legal contracts, and to identify the translation

procedures used by the translators. After that, the researcher interviewed the participants in their translation offices to learn about the real-world difficulties that legal translators encounter while translating legal contracts and to ask the participants to suggest some solutions that might help to overcome these difficulties.

DATA ANALYSIS AND RESULTS

The data analysis and the study findings are discussed in depth in the present chapter. The discussion revolves around two main parts: Firstly, comparing and analyzing the translation of the five selected legal contracts, namely an employment contract, marriage contract, maintenance contract, lease contract, and sale contract. There are two translated versions of each legal contract made by the Al-Quayid and Saleh Al-Omar translation offices. The analysis centers on the applicability of Nida's (1964) functional or dynamic theory of equivalence to legal discourse, specifically to legal contracts. The translation procedures used by the translators are also described in detail. Secondly, the interviews' results are discussed from different angles, including the tools and resources used and the most common difficulties the legal translators faced while translating legal contracts.

Analysis of Translations

This section is devoted to analyzing translations of the five selected legal contracts (i.e., an employment contract, marriage contract, maintenance contract, lease contract, and sale contract) in the light of Nida's (1964) theory of equivalence. In the following tables, the researcher analyzes and compares two translated versions of each legal contract. Translation (A) refers to work done by the translator with the Al-Quayid translation office, and translation (B) refers to work done by the translator with the Saleh Al-Omar translation office. The aim of the following analysis is to examine the applicability of the dynamic or functional approach to translating legal discourses, especially legal contracts.

Table 1: Employment Contract (1)

Translation (A)	Translation (B)	Sentence
The Employee acknowledges that his address at the end of this Contract shall be the address to which all notices relating to or arising from the present contract or employment are addressed.	The Employee acknowledges that his address stated at the beginning of this contract shall be the address used to receive all the notifications related to or resulted from the current contract, or from the job.	يقر الموظف بأن عنوانه الموضح بصدر هذا العقد هو العنوان الذي توجه إليه جميع الإخطارات المتعلقة أو الناتجة عن العقد الحاضر أو عن الوظيفة.

The example in Table 1 was extracted from an employment contract by Bank Al-Bilad (see Appendix 1). The phrase "بصدر هذا العقد" cannot be translated literally. If the translators followed the literal approach or the formal equivalence approach, they would render an odd sentence, which is meaningless and not acceptable, such as "the chest of this contract." Translators, therefore, should follow the dynamic or functional approach to convey the same meaning and effect to the target readers. Translator (A) failed to deliver the correct meaning because the word "صدر" cannot be translated as "the end of this contract." Instead, it refers to the front or beginning of something, like the chest located in the upper front part of the human body. For instance, "صدر الكتاب" means the beginning of the book and "صدر النهار" means the beginning of the day. The phrase "بصدر هذا العقد" was rendered as "at the beginning of this contract" in translation (B). The translator applied the paraphrasing procedure and succeeded in conveying the proper meaning into English.

Table 2: Employment Contract (2)

Translation (A)	Translation (B)	Sentence
The employee is obliged to perform his work himself in the fullest manner.	The Employee shall perfectly perform his work by himself.	يلتزم الموظف بأداء عمله بنفسه على الوجه الأكمل.

The example in Table 2 was mentioned in the Bank Al-Bilad employment contract (see Appendix 1). The phrase "على الوجه الأكمل" cannot be translated literally as "on the complete face" because the literal translation would distort the intended meaning of the legal contract. The literal approach or the formal equivalence approach cannot be applied to this sentence. If it were, the translator would render a poor translation. The word "وجه" in this context refers to the way or manner in which something is done. Therefore, the dynamic or functional approach should be applied in the translation of this sentence because this approach seeks to deliver the natural meaning. Translator (A) used the paraphrasing strategy and expressed the same meaning by using the phrase "in the fullest manner." In contrast, translator (B) used the omission strategy leaving out the prepositional phrase "على الوجه". However, the translator (B) expressed the intended meaning by using the word "perfectly" to convey the meaning of "الوجه الأكمل", the word "perfectly" (n.d.), according to the *Macmillan Dictionary* means "in a way that could not be better". Both translations are acceptable because they convey the meaning naturally. Another suggested translation is "to fully perform his work."

Table 3: Employment Contract (3)

Translation (A)	Translation (B)	Sentence
The Bank shall have the right to assign to the employee any other appropriate job at the discretion of the Bank, provided that the employee's fixed financial rights shall not be affected.	The Bank shall have the right to assign any other appropriate job to the Employee according to the Bank's discretion, provided that the stated financial rights of the Employee shall not be prejudiced.	للبانك الحق في تكليف الموظف بأي وظيفة أخرى مناسبة وفقاً لتقدير البنك، شريطة أن لا تمس الحقوق المالية الثابتة للموظف.

The example in Table 3 was extracted from the Bank Al-Bilad employment contract (see Appendix 1). In this passage, the contract drafters gave "the job" the ability to touch, which is a human quality. They used the well-known literary device of personification, which means assigning human attributes or qualities to objects or non-human beings. The phrase "شريطة أن لا تمس" should not be translated literally as "on condition that it does not touch" because that does not convey the meaning naturally. The dynamic or functional approach encourages translators to express the meaning naturally without following the exact words and forms. None of the translators followed the same words as the source-language text while translating the phrase under discussion. Translator (A) used the paraphrasing strategy when he translated "أن لا تمس" as "shall not be affected," which is somewhat acceptable. However, the phrase "أن لا تمس" was translated as "shall not be prejudiced" in translation (B), which is more accurate in this context. According to *Merriam-Webster Dictionary*, the word "prejudice" means harm that results from another's judgment or action in disregard of one's legal rights

Table 4: Employment Contract (4)

Translation (A)	Translation (B)	Sentence
He shall abide by all internal instructions and circulars issued by the Bank as an integral part of his core business obligations within the Bank.	He shall follow all instructions, internal circulars that are issued by the Bank as they are considered as an integral part of the core commitments of his work in the Bank.	اتباع جميع التعليمات والتعاميم الداخلية التي يصدرها البنك باعتبارها جزء لا يتجزأ من التزامات عمله الجوهرية داخل البنك.

The sentence in Table 4 is an excerpt from the Bank Al-Bilad employment contract (see Appendix 1). The phrase "التزامات عمله الجوهرية" has nothing to do with jewelry. Rather, the legal drafters use figurative language to elevate the writing style and to be more persuasive and impactful to readers. Therefore, translators should not follow the formal equivalence approach in translating this phrase. There is an urgent need to deliver the meaning as naturally as possible by applying the functional or dynamic approach. In this context, the intended meaning of the word "جوهرية" is fundamental, substantive, or essential in Table 4. There is no room for the literal translation or the formal equivalence approach in translating the present phrase. Both translators (A) and (B) agreed on translating "جوهرية" as "core" which conveys the meaning of the phrase in the target language.

Table 5: Employment Contract (5)

Translation (A)	Translation (B)	Sentence
The Employee undertakes to do his best to perform his duties with all necessary care and attention without delay or negligence.	The Employee undertakes to do his best effort to perform his duties with the necessary care and interest and without delay or negligence.	يتعهد الموظف ببذل قصارى ما في وسعه لأداء واجباته بكل العناية والاهتمام اللازمين و دون تأخير أو إهمال.

The example in Table 5 is extracted from the Bank Al-Bilad employment contract (see Appendix 1). The phrase "بذل قصارى ما في وسعه" means to try very hard to accomplish or achieve something. This idiomatic phrase should not be translated literally as "to exert the maximum of what he can do." Neither translator used the literal approach or the formal equivalence approach in translating this idiom. Both translators tried to express the intended meaning by using the paraphrasing strategy. In translation (A), the phrase "بذل قصارى ما في وسعه" was rendered as "to do his best" which properly conveys the meaning. In translation (B), in contrast, the phrase was rendered as "to do his best effort." Translation (B) is better than translation (A) because the translator added the word "effort" to clarify the meaning and to convey the same effect on the readers. Another suggested translation is "to do as much as he can to make every effort." The best translation strategy that can be applied in this context, however, is to look for an equivalent idiom in the target language, such as "to make every effort," "to do your utmost," "to leave no stone unturned," "to pull out all the stops" etc.

Table 6: Employment Contract (6)

Translation (A)	Translation (B)	Sentence
Accordingly, it has been agreed with the mutual consent and acceptance between both the bank and the employee, in their full legal capacity, as follows:	Accordingly, for good consideration it is agreed between the parties, with their full legal capacity, as follows:	تم الاتفاق بالرضى والقبول المتبادل بين كل من البنك والموظف وهما يتمتعان بكامل الأهلية الشرعية والقانونية المعتبرة.

The sentence in Table 6 was extracted from the Bank Al-Bilad employment contract (see Appendix 1). The formal equivalence approach seeks to follow the source text in both form and content. If translating the verbal phrase "يتمتعان بكامل الأهلية الشرعية" according to the

formal equivalence approach, the translation would be as "enjoy with full legal competence," which is a poor translation. Translators should express the meaning as naturally as possible when following the dynamic or functional equivalence approach. In this case, both translators agreed to translate the verbal phrase as "full legal capacity" without translating the verb "يتمتعان". The translation procedure used by the translators is the omission strategy. Although both translators omitted the verb from their translations of the verbal phrase, its meaning was not changed and was delivered properly

Table 7: Employment Contract (7)

Translation (A)	Translation (B)	Sentence
Referring the disputed to arbitration shall be subject to the prior written consent of the Bank. Without such consent, settlement of the dispute shall be through the judicial authorities in the Kingdom.	It is conditioned for such referral of the conflict to obtain the prior written contest from the Bank; and without such contest, the adjudication in such conflict shall be through jurisdiction entities in the Kingdom.	يشترط لإحالة النزاع للتحكيم موافقة البنك مسبقاً وكتابياً، وبغير هذه الموافقة يكون الفصل في النزاع عن طريق جهات الاختصاص القضائي بالمملكة.

The example in Table 7 is an excerpt from the Bank Al-Bilad employment contract (see Appendix 1). Neither translators literally translated the phrase "الفصل في النزاع" as "separation in conflict" because doing so would distort the meaning. When the formal approach renders an unacceptable sentence, the translator should resort to the dynamic or functional approach in order to produce the closest natural message in the target language. In this context, "الفصل" has nothing to do with the word "separation." The intended meaning of the word is to reach an agreement by a court decision. In translation (A) the phrase "الفصل في النزاع" was rendered as "settlement of the dispute." However, in translation (B), the phrase was rendered as "the adjudication in such conflict." The word "*settlement*" refers to an official agreement intended to resolve a conflict. The word "*adjudication*", however, is more appropriate in the legal context and means the formal pronouncement of a judgment, decision, or decree in a court. Translator (B) made a severe mistake when he misspelled the word "*consent*" which means "to give permission for doing something" with the word "*contest*" which means "to engage in competition with others to win or attain something like a position or power."

Table 8: Maintenance Contract (1)

Translation (A)	Translation (B)	Sentence
If the client did not rectify the violation within 14 days, the contract shall be terminated immediately without any other action by the company, notwithstanding the rights of both parties under this contract.	In case The Client fails to treat such violation within 14 days, The Company shall revoke the agreement promptly without taking any other actions, without prejudice of any rights of both parties provided herein.	إذا لم يتم العمل بتدارك الإخلال في ظرف 14 يوماً يفسخ هذا العقد على الفور بدون أي إجراء آخر من جانب الشركة مع عدم المساس بحقوق أي من الطرفين بموجب هذا العقد.

The example in Table 8 is extracted from the maintenance contract (see Appendix 3). The verbal phrase "يفسخ هذا العقد" cannot be translated literally as "to take off this contract" because the phrasal verb "take off" collocates with words such as *clothes*. In the legal context, the translator should carefully select words for the purpose of maintaining the technicality and the formality of legal discourse. In this case, a wide variety of synonymous words in English convey the same meaning, such as *nullify*, *revoke*, *abrogate*, *annul*, *terminate*, *void*, *countermand*, *repeal*, and *rescind*. Translator (A) used the word "terminate," and translator (B) used the word "revoke." Both translations delivered the intended meaning of the verbal phrase. Another point that deserves to be discussed is the

translation of the prepositional phrase "مع عدم المساس". Translators should not literally translate this phrase as "without touching." The dynamic or functional approach is more suitable to apply in this case. In Table 8, neither translator used the formal equivalence approach in translating the prepositional phrase. Translator (A) made a serious mistake when he used the conjunction "notwithstanding" to refer to the prepositional phrase "مع عدم المساس". However, translator (B) succeeded in conveying the intended meaning when he translated the prepositional phrase as "without prejudice."

Table 9: Maintenance Contract (2)

Translation (A)	Translation (B)	Sentence
The company shall consider the possibility of offering the service at the new address.	The Company shall reconsider the ability to provide the service at the new address.	تقوم الشركة بإعادة النظر في إمكانية تقديم الخدمة في العنوان الجديد.

In Table 9, the example is extracted from the maintenance contract (see Appendix 3). If the translators followed the literal approach or the formal equivalence approach in translating the phrase "إعادة النظر", they would render a poor literal translation such as "returning the sight." The intended meaning of the previous phrase is not "to return sight", but "to think again about a decision or an idea and decide to change or modify the action taken." The dynamic or functional equivalence approach seeks to transfer meaning as naturally as possible without resorting to literal translation. In translation (A), the phrase "إعادة النظر" was rendered as "consider." However, in translation (B), the phrase was rendered as "reconsider." Indeed, there is a distinction between the two English verbs "consider" and "reconsider." The verb "consider" means "to think carefully about something specifically before making a decision." whereas the verb "reconsider" means "to consider something again, especially to change or modify one's decision regarding it."

Table 10: Maintenance Contract (3)

Translation (A)	Translation (B)	Sentence
If the company violated its obligations under the contract, the client shall have the right to terminate the contract within 15 days from his written notice to the company of the same, if the company failed to rectify the violation	In case The Company fails to fulfil commitments herein, then The Client shall be entitled to revoke the agreement within 15 days as from the date of notifying The Company in written with the same, in case The Company fails to treat points of deficiency.	في حالة عدم وفاء الشركة بالتزاماتها في العقد يحق للعميل أن يفسخ العقد خلال 15 يوما من اخطاره للشركة كتابة بذلك إذا لم تقم الشركة بتدارك موطن الخلل.

The example in Table 10 is extracted from the maintenance contract (see Appendix 3). The word "موطن" does not refer to "a country or a homeland" in this context, but it refers to the causes or reasons. Translators, therefore, should avoid the literal approach or the formal equivalence approach in translating this sentence and adopt the dynamic or functional approach to render the message with the closest natural equivalent to the target language. In Table 10, neither translator literally translated the word "موطن" as a "country." In translation (A), the phrase "بتدارك موطن الخلل" was rendered as "to rectify the violation." However, in translation (B), the phrase was rendered as "to treat points of deficiency." Both translators omitted the word "موطن" and tried to express the meaning using the dynamic approach without resorting to the literal translation. The phrase "بتدارك موطن الخلل" can be translated by the paraphrasing strategy as "to correct failure"

Table 11: Maintenance Contract (4)

Translation (A)	Translation (B)	Sentence
The company will ensure the visit of an engineer when necessary at each time the client sends us a repair request.	The company shall warrant a visit of an engineer of the company whenever necessary, each time The Client applies for reparation.	ستضمن الشركة زيارة أحد المهندسين كلما دعت الضرورة في كل مره يبلغ فيها العميل طلب اصلاح

The example in Table 11 is an excerpt from the maintenance contract (see Appendix 3). The formal equivalence approach can be effective in some cases but ineffective in others. In this case, if the phrase "كلما دعت الضرورة" were translated literally, it would render an unacceptable translation such as "when necessity calls." The translators, therefore, should look for ways to convey the meaning as naturally as possible in the target language. In Table 11, the phrase "كلما دعت الضرورة" was rendered as "when necessary" in translation (A) and "whenever necessary" in translation (B). Both translators used the omission strategy and left out the word "دعت" without affecting the message.

Table 12: Lease Contract (1)

Translation (A)	Translation (B)	Sentence
The security deposit amount shall be returned to the lessee at the end of the contract term after handing over of the premises subject of this contract to the First Party in the same condition as received at the beginning of the lease.	The amount of the security deposit shall be returned to the lessee at the end of the contract after handing over the leased premise, the subject matter of the lease, to the first party in the same case he received it at the beginning of the leasing.	أن يرد مبلغ التأمين للمستأجر في نهاية العقد بعد تسليم العين موضوع الايجار للطرف الأول بالحالة التي أستلمها عليها عند بداية الإيجار.

The sentence Table 12 is extracted from the lease contract (see Appendix 4). The Arabic word "العين" cannot be translated literally as "the eye" in this context because by doing so would completely distort the meaning. The word "العين" has a different meaning in the lease contracts. It refers to a property, such as a land, an apartment, or a building owned by a person. Neither translator used the literal approach or the formal equivalence approach in translating this sentence. Both translators resorted to the dynamic or functional approach to naturally render the message in the target language. In Table 12, the phrase "بعد تسليم العين" was rendered by the translator (A) as "after handing over of the premises" which delivered the intended meaning without resorting to the literal approach. However, the same phrase was rendered by the translator (B) as "after handing over the leased premise." By adding the word "leased" to "premises", translator (B) used the amplification strategy. The purpose of such strategy is to clarify the meaning for the readers. If it is translated back, it would be "العين المؤجرة". According to *Merriam-Webster Dictionary*, the word premises (premises, n.d.) is a plural noun. Translator (B) missed the plural "s" at the end of the word, which is considered to be a major mistake because the meaning has been changed. *Premise* in the singular case means "to take a previous proposition or theory to be the basis of argument or inference", "فرضية أو حجة", which is completely unrelated to the intended meaning of the sentence under discussion.

Table 13: Lease Contract (2)

Translation (A)	Translation (B)	Sentence
The address indicated before the name of both parties shall be the selected location for all correspondence related to this contract.	The address shown beside the name of each parties to the contract is his selected home in all correspondences related to this contract.	يعتبر العنوان المبين قرين اسم كل طرفي العقد موطناً مختاراً له في كافة المراسلات المتعلقة بهذا العقد.

The example in Table 13 is extracted from the lease contract (see Appendix 4). Legal drafters sometimes use figurative language to elevate the style of legal contracts. The word "موطن" usually refers to "a country or a homeland." However, in this context, it refers to the permanent address of the contracting parties. Translators, therefore, should be aware of the negative consequences of using the literal approach or the formal equivalence approach in translating such sentences from legal contracts. Translators should do their best to find a functional equivalent translation that naturally delivers the meaning to the target readers. In Table 13, translator (A) used the formal equivalent "location," and translator (B) used the lexical equivalent "home." Both translations were inaccurate.

Table 14: Lease Contract (3)

Translation (A)	Translation (B)	Sentence
The above recitals shall constitute an integral part of this contract	The previous preamble is an integral part of this contract.	يعتبر التمهيد السابق جزءاً لا يتجزأ من هذا العقد.

The example in Table 14 is an excerpt from the lease contract (see Appendix 4). It is a well-known sentence repeated in thousands of contracts. The idiom "جزء لا يتجزأ" means "a necessary part that cannot be avoided or separated from a whole". In Table 14, both translators agreed to translate the idiom "جزء لا يتجزأ" as "an integral part" which is a near synonym in the English language. Their translations were successfully conveyed the intended meaning. There is another equivalent idiom that can be used, as well as, in this context, which is the idiom "part and parcel."

Table 15: Marriage Contract (1)

Translation (A)	Translation (B)	Sentence
Marriage Contract Register for Saudis	Recording of Marriage Contract for Saudi Citizens	ضبط عقد زواج سعوديين

The example in Table 15 is extracted from the marriage contract (see Appendix 2). The word "ضبط" is a polysemous word that should be translated according to its context. It can be translated into various synonyms in other general texts (e.g., *setting*, *regulating*, *controlling*). However, in this legal contract, the word "ضبط" in the phrase "ضبط عقد زواج سعوديين" refers to the registration of the marriage contract that is usually performed by a marriage officer licensed by the Ministry of Justice to write marriage contracts. In Table 15, the word "ضبط" is rendered by the translator (A) as "register" and by the translator (B) as "recording." Both translators avoided the literal approach or the formal equivalence approach in translating this phrase.

Table 16: Sale Contract (1)

Translation (A)	Translation (B)	Sentence
In case of any dispute, the courts of Amman shall be the competent authorities to consider such dispute.	In case of any dispute between the parties, the Courts of Amman shall have the competent jurisdiction to settle such dispute.	في حال نشوء أي نزاع تكون محاكم عمان هي صاحبة الاختصاص بالنظر في هذا النزاع.

The example in Table 16 is extracted from the sale contract (see Appendix 5). The prepositional phrase "بالنظر في هذا النزاع" cannot be translated literally as "by looking at the dispute" because that would render a poor and meaningless translation. The word "النظر" in this context means to look for ways to resolve a problem and reach an agreement among disputing parties. In Table 16, neither translator used the literal approach or the formal equivalence approach in translating the prepositional phrase. The phrase "بالنظر في هذا النزاع" was rendered by the translator (A) as "to consider such dispute" and was rendered by the translator (B) as "to settle such dispute." There is a clear distinction between the two verbs. The verb "to consider" means "to think carefully before taking any action". Whereas, the verb "to settle" means to reach an agreement about a matter. Translation (B) is more accurate and related to the context than translation (A).

Translators should look for a functional equivalent legal term for, "صاحبة الاختصاص" or as mentioned earlier "جهة الاختصاص" because if the term were translated literally as "the direction of specialty", the meaning would be completely lost. In Table 16, the phrase "صاحبة الاختصاص" was rendered by the translator (A) as "the competent authorities" and was translated by the translator (B) as "the competent jurisdiction." Neither translator used the literal or the formal equivalence approach. However, the translator (B) rendered the phrase as "the competent jurisdiction", which is more accurate than (A). Another suggested translation of the same phrase is "the judicial authorities or entities."

Table 17: Sale Contract (2)

Translation (A)	Translation (B)	Sentence
The first party declares that the sold car is fully owned by him and completely under his possession without any disputes.	The First Party undertakes that the sold car shall be his sole and exclusive property, and not subject to any dispute.	يلتزم الفريق الأول بأن تكون السيارة المبيعة مملوكة له ملكية خاصة، وأن يضع اليد عليها بصفة ظاهرة وهادئة ومستمرة ولا ينازعه أحد في ملكيتها

The sentence in Table 17 is an excerpt from the sale contract (see Appendix 5). The Arabic idiom "أن يضع اليد عليها" cannot be translated literally as "to put a hand on it" because that phrase has another meaning in the English language. According to *Cambridge Dictionary*, "to put your hands on something"(n.d.) means "to find something" which is an unsuitable meaning in this context. The intended meaning of the Arabic idiom "أن يضع اليد عليها" in this legal contract is to fully possess the car. Translators should look for an equivalent idiom in the target language if available. If one is not available, they should resort to the paraphrasing strategy, which means to express the same idea using their words. In Table 17, the idiom "أن يضع اليد عليها" was rendered by the translator (A) as "fully owned by him and completely under his possession" and was rendered by the translator (B) as "his sole and exclusive property." Neither translator literally translated the Arabic idiom following the formal equivalence approach. Both translators succeeded in expressing the idea of possessing the car by using the paraphrasing strategy.

Table 18: Sale Contract (3)

Translation (A)	Translation (B)	Sentence
If the second party revoked the sale or violated any of his obligations under this contract, he shall pay the value of car use during the period in which he possessed the car	If the Second Party cancels this sale contract or breaches any obligation under it, then he shall pay an allowance in return for the use of the car for the period, when the car was at his disposal.	في حال رجوع الفريق الثاني، أو عدم التزامه بماورد في هذا العقد، فإنه يلتزم بدفع بدل أجره عن استعمال السيارة عن الفترة التي كانت تحت يده.

The example in Table 18 is extracted from the sale contract (see Appendix 5). The Arabic idiom "تحت يده" means under his possession. If translated literally as "under his hand," it

would not convey the intended meaning. Translators should avoid the formal equivalence approach when translating idioms because idioms are a group of words whose meaning is not deducible from its individual words. Idioms usually give a figurative or imaginative image. In Table 18, the phrase "الفترة التي كانت تحت يده" was rendered by translator (A) as "the period in which he possessed the car" and was rendered by translator (B) as "when the car was at his disposal." Neither translator used the formal equivalence approach. Translator (A) used the paraphrasing strategy to express the meaning using his words. However, translation (B) is more appropriate because the translator (B) attempted to find an equivalent phrase in the target language, which is "at one's disposal," to express the same meaning at the same level of the language.

Analysis of the Interview Results

The researcher conducted a semi-structured interview with the study participants who were two certified legal translators working at well-known certified translation offices in Riyadh, the Kingdom of Saudi Arabia, namely the Al-Quayid and Saleh Al-Omar translation offices. The researcher asked both participants what tools and resources they most commonly used in translating legal documents, and what difficulties and challenges they faced when translating the five legal contracts.

The researcher inquired about the best tools and resources the two translators typically used when translating legal documents, especially contracts. The translators mentioned various tools and resources that they personally used or that they recommended legal translators to use such as, translation memory and terminology databases, translation engines, online and printed dictionaries, glossaries, translation journals, and expert consultations.

The translators' computers were not equipped with translation memory or terminology databases, but they recommended that others obtain these useful tools due to their numerous benefits. Translation memory and terminology databases play important roles in speeding up the work and minimizing the effort exerted in the translation process. Both translators sometimes resorted to some translation engines, such as Reverso Translation and Google Translation. They also advised that translators make their own personal glossaries. Both translators used electronic and printed dictionaries on a daily basis. They have recommended various dictionaries, including *Black's Law Dictionary*, *Duhaime's Law Dictionary*, *Merriam-Webster's Law Dictionary*, *Faruqi's English-Arabic Law Dictionary*, etc. They also advised all translators to follow translation journals to expand their knowledge of translation in general and legal translation in particular. They mentioned various translation journals, such as *International Journal of Translation Studies*, *The Translator*, *The Journal of Specialized Translation*, *The Interpreter and Translator Trainer*, *Babel*, *Sayyab Translation Journal*, etc. They concluded that consulting expert translators can enhance and elevate the level of translation.

The researcher next asked the participants what are the most common difficulties and challenges they encounter when translating legal documents, especially legal contracts. The first participant admitted that legal translation is very sensitive and requires greater attention and effort. Alaa explained that legal translators usually face challenges on various levels and that he personally faces challenges translating technical vocabulary or legal jargon. He also stressed that legal translators should be familiar with archaic words because they are frequently used in almost all legal documents. He pointed out that some translators face difficulties finding appropriate equivalents for couplings which means two near-synonyms or near-antonyms combined together in a given phrase. He highlighted that legal language tends to use many nominalizations, impersonal style, and passive voice posing difficulties for translators, especially novice translators. He asserted that translation in the legal field requires specialized legal knowledge. He also drew attention to the different usage of the modal verbs in the legal context. He stated that novice legal translators might mistranslate the modal verb "shall" because it does not express the future sense as the case

in general documents, but rather expresses obligations when it occurs in the legal discourse. Alaa concluded that all challenges and difficulties could be eliminated with daily practice. The second participant asserted that the nature of legal language is difficult and complex. One of the most common obstacles in legal translation is dealing with very long complex sentences. Sentence structure and word-order differences pose great difficulties for translators. Asmaa underlined that many translators encounter stylistic problems during the process of translation, including but not limited to capitalization, punctuation, and the general layout of the text. She stressed that legal translation demands much from translators. There is no room for mistakes or inaccuracies because the smallest mistake can lead to very grave consequences and can cost the clients greatly. She added that unfamiliarity with the target legal system and legal terminology could lead to serious translation problems because each country has its own legal system and terminology. Translators, therefore, should be fully aware of the target legal system and its terminology in order to convey the message appropriately. She highlighted that each legal system has its own culture-specific terms. Therefore, legal translators should be aware of the cultural differences between legal systems. Asmaa concluded that the most common difficulties and translation problems arise from the lack of legal knowledge and experience.

Summary

The researcher compared and analyzed the translations of parts of five selected legal contracts, namely (an employment contract, marriage contract, maintenance contract, lease contract, and sale contract) in light of Nida's (1964) theory of equivalence. The analysis results showed evidence of the applicability of free translation to legal contracts and legal discourse in general. The analysis of the translations demonstrated that many problems arise from applying the literal translation approach. Therefore, there is a great need for an integrated approach that uses both the literal and the free approaches or the formal and the dynamic approaches, taking into account all the linguistic, cultural, and legal factors in the translation process. The researcher also conducted semi-structured interviews with the participants of the study. The interview shed light on the most common tools and resources used by the translators to facilitate the translation process. The researcher, as well as, highlighted the most common difficulties and challenges that the study participants usually encountered when translating legal documents, especially legal contracts.

CONCLUSION AND RECOMMENDATIONS

"Research is to see what everybody else has seen, and eventually to think of what nobody else has thought." (Szent. n. d.)

Legal contracts are written to preserve the rights of people worldwide. With technological advances, people have started to make various legal contracts with multinational and multicultural business people, companies and factories. Growing attention has been paid recently to legal translation, especially of legal contracts. The present study was aimed at contributing to both Arabic legal translation studies and translation theories. The main objective of the present research was to examine the applicability of Nida's (1946) dynamic or functional approach in translating legal contracts. The study findings of the study supported that legal translators, to some extent, should follow the literal approach or the formal equivalence approach. However, a certain scope of legal contracts must be translated freely using the dynamic or functional approach to render the exact message without distorting the intended meaning. The present study provided evidence for the applicability of free translation to legal texts. The data analysis showed that many problems arise from applying only the literal translation approach. Indeed, there is an urgent need for an integrated approach to legal translation that combines the literal and the free approaches or the formal and the dynamic approaches. This chapter is devoted to answering the research study questions and suggests some recommendations for both translators and future researchers.

Answering the Study Questions

After deep scrutiny of the data analysis and results, this section presents answers to the research questions:

The first research question was "What difficulties do translators face when translating legal documents, especially legal contracts?" Legal translation requires specialized knowledge and experience. Based on the literature review and the semi-structured interview, the researcher identified the most common obstacles that translators may encounter during the translation of legal discourse. These challenges can be categorized into five groups. Firstly, many translators encounter lexical difficulties in translating legal texts, especially legal contracts. For instance, finding equivalents to legal jargons or the technical terms is a very hard task for translators. The translation of archaic words, doublets, and triplets also represents a challenge for many translators. Secondly, syntactic difficulties are very common in translating legal documents, especially legal contracts. To name a few, such difficulties include word-order differences between languages, the extensive usage of the passive voice, and the special use of some modal verbs in the legal context. All together pose challenges for many translators. Thirdly, translators usually encounter various stylistic difficulties, such as maintaining the level of formality, rendering the layout of legal contracts, and translating long complex structures. Legal language is also characterized by an impersonal style which poses difficulties, especially for novice translators. Translators should consider the differences in punctuation rules, including capitalization when translating legal contracts from one language to another. Fourthly, various translators encounter cultural difficulties in translating legal texts, especially legal contracts due to the use of culture-specific terms. Finally, a lack of experience in the legal translation field and a lack of basic knowledge of legal systems can lead to many translation obstacles.

The second research question to answer was "What translation procedures did the translators use?" In this research, the translators followed Nida's (1964) technical translation procedure to convert a source-language text into a target-language text. The process consisted of three phases. "(1) analysis of the respective language, source and receptor; (2) careful study of the source language text; and (3) determination of the appropriate equivalents" (Nida, 1964, p. 241). Paraphrasing was the translation procedure most frequently used by the study participants. Paraphrasing is a restatement of the meaning of a text using translator's words. The third and last research question to answer was "What are the effects of applying the dynamic or functional approach in translating legal contracts?" The language of legal contracts contains lots of technical and archaic words, idiomatic expressions, culture-specific terms, couplings, and collocations that are sometimes impossible to translate literally. The analysis in the present study showed that many problems arise if a translator depends solely on the literal translation approach or the formal equivalence approach. Therefore, applying the dynamic or functional approach in translating legal contracts is a basic requirement that results in very beneficial outcomes. One of the most prominent positive effects of applying Nida's (1964) theory of the dynamic or functional approach is to render a natural text in which the translation is read as if it were originally written in the target language.

Recommendations

The recommendations center on two major categories: recommendations for translators willing to translate legal documents, especially legal contracts and recommendations for researchers who want to start their journey in the field of the legal translation, specifically legal contracts.

Translators who want to work and indulge themselves in the legal field should expand their knowledge by attending various workshops, seminars, symposia, conferences, and training courses. Translators also should keep themselves abreast of the latest development in translation theories and strategies by reading the most recent specialized legal books and journals. Additionally, translators should surround themselves with professional legal

translators, experts, and others interested in legal translation. Before translating legal contracts, Translators should intensively read numerous types of legal contracts in both the source language (SL) and the target language (TL). Translators should, as well as, be aware of all the lexical, syntactic, stylistic, and cultural features of legal contracts.

Researchers in the legal translation field, especially legal contracts, should read intensively before they choose their research problems. The novelty of a research topic is a basic requirement because it is hard to throw any new light on overdone topics. The researcher recommends that future researchers interested in legal translation investigate the issue of dynamic or functional equivalence in other types of legal documents such as international conventions and treaties, litigation documents, wills, birth and death certificates, power of attorneys, etc. They can also investigate the issue of dynamic or functional equivalence in legal contracts using the same methodological procedures of this study in other countries.

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Appendix 1- Employment Contract
Source Text

بنك بيلاد
BANK ALBILAD

4. يقامس الموظف راتباً إحصائياً قدره (10000) ريال سعودي فقط من كل شهر مولدي يدفع له في نهايته شهراً شاملاً جميع البدلات كما ورد بالعرض الوظيفي.

5. مدة العقد مدة مولدية تبدأ من تاريخ استلام الموظف للعمل ويتحدد العقد بموافقة الطرفين قبل شهر من نهاية المدة الأساسية أو المجددة المقدر وتجاوز الأشهر الأربعة الأولى من العقد فترة تجريبية ويمثل البنك وحده إنهاء العقد خلالها دون مكافأة أو تعويض أو إشعار الموظف ويستحق الموظف من فترة التجريبية راتب المدة التي قضتها في العمل فقط.

6. يجوز لأي من الطرفين فسخ هذا العقد في أي وقت بتأريخ توفر سبب مشروع وإخطار الطرف الآخر كتابياً قبل شهر واحد على الأقل من تلك الوقت، أو دفع ما يعادل أجر شهر واحد للطرف الآخر عن مدة الإخطار أو ما يقابل منها.

7. يستلم الموظف إجازة سنوية مقدارها (30) يوماً بأجر كامل، ويحدد البنك مواجهاً التمازج بها حسب مصلحة العمل، ويجوز بعد مضي نصف مدة العقد تجزئة الإجازة إلى قسمين بموافقة البنك وحسب مقتضيات العمل.

8. يوفر البنك الرعاية الطبية المناسبة لعلاج الموظف وحائله بما في ذلك صرف الأدوية وذلك بتقديم الفواتير حسب النموذج المرفقة لهم صرف قيمتها، أو تقديم التأمين الطبي التمازج، حسب مصلحة العمل.

9. في حالة إثبات مرض الموظف بموجب تقرير طبي رسمي تعطل له إجازة مرضية وفقاً لنظام العمل ولائحة البنك الداخلية.

10. في حالة تكليف الموظف وتقديم بأعمال أوسع لباقي البنك داخل المملكة العربية السعودية أو خارجها يلتزم البنك بدفع قيمة تذكر السفر جواً مع بدل الانتقال والإقامة ما لم يتم تعيينها من قبل البنك، وذلك وفقاً للنظام الداخلي للبنك.

بنك بيلاد
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Recruitment Dept.

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بنك بيلاد
BANK ALBILAD

عقد عمل

يعون الله وتوفيقه تم في يوم **1443/03/03** إبرام هذا العقد بمدينة الرياض بالمملكة العربية السعودية بين كل من:

- **بنك بيلاد** سول تجاري رقم **1010000000** شركة مساهمة سعودية ويمثلها في هذا العقد مدير عام قطاع الموارد البشرية بمسئله الشخص المعروض من قبل البنك ويشار إليه فيما يأتي بـ"البنك".
- السيد **محمد بن عبد العزيز بن محمد بن عبد العزيز** جنسيته سعودي موالد غوية رقم **1010000000** بتاريخ **1426/03/10** ومصدره: الرياض والمقيم حالياً بـ"الرياض" من جهة: **بنك بيلاد** هاتف المنزل: **011-44444444** جوال: **050-44444444** ويشار إليه بالموظف.

التعهد:

حيث أن البنك شركة مساهمة سعودية، ويعمل بالتشغيل المسروق وما قد يوافق هذا التشغيل أو يتفرع عنه من أعمال أخرى. ويالتظر إلى أن الموظف بعد إتمامه على تنفيذ العمل المطلوب منه والذي سوف يطلق منه في سياق إفلا هذا العقد وطول مدته، قد سرح بأن لديه من الموهلات العلمية والخبرة العملية ما يؤهله إلى القيام بالهام المطلوب منه أو التي تفردها عليه طبيعة الوظيفة. بناءً عليه، فقد تم الاتفاق بالعرض والقول المتبادل بين كل من البنك والموظف وهذا يتضمن تكامل الأهمية التشريعية والتكثيرة المخيرة على ما يأتي:

1. يعتبر التعهد السابق جزءاً لا يتجزأ من هذا العقد ويبدأ من بلوغه بقرأ ويصدر عنه بموجب هذه الإحقة وفي هذا العقد تشمل عبارة "البنك" البنك كشركة مساهمة. كما يعتبر العرض الوظيفي المقدم للموظف جزءاً لا يتجزأ من العقد.
2. عرض البنك وقبول الموظف أن يعمل لدى البنك بوظيفة **موظف** **بنك بيلاد** مقرها الرياض المملكة العربية السعودية. ويحدد البنك واجبات هذه الوظيفة ومكان ممارستها حسب مقتضيات العمل وحاجته. وله أن يأخذ في الاعتبار خبرة ومؤهلات الطرف الذي وقدرته العملية.
3. البنك الحق في تكليف الموظف بأي وظيفة أخرى مناسبة وفقاً لتقدير البنك، شريطة أن لا تفسد الحقوق المالية المكتسبة للموظف. ويعتبر توقيع الموظف على هذا العقد بمثابة موافقة مسبقة على ذلك.

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3. يتعهد الموظف بعدم إقضاء أي معلومات أو مستندات تحصله بحملته خلال فترته الوظيفية بشكل مباشر أو غير مباشر ويتعهد بالمحافظة على السرية التامة في كل حين خلال مدة سريان العقد المفسر وحتى بعد انتهاء أو إنهاء العقد لأي سبب من الأسباب، حتى أو جاء الإتهام دون سبب أو حيز. وعند انتهاء أو إنهاء العقد المفسر، يتعهد الموظف بإحالة أية مستندات أو وثائق أو ملفات أو دفاتر أو سجلات أو أصول أو أية موجودات أو معلومات متعلقة بالوظيفة أو نتيجة عنها بشكل مباشر أو غير مباشر، والتي تكون بحوزته بتاريخ انتهاء أو إنهاء العقد.

4. على سبيل المثال لا الحصر يعتبر من المعلومات السرية التي ينتج عن الموظف التصريح بها للغير (وسائل إعلام مرئية - مسجلة - مطبوعة) أو الجهات محل أخرى أو أشخاص جانيين أو خاسين ما هو كالتالي:

(أ) كل المعلومات والتحاليل والتقارير والقرارات والتفسيرات.

(ب) كل العقود وشروط العمل والشروط التجارية والتفسيرات.

(ج) كل الأنظمة التقنية الموجودة لدى البنك أو التي يتواجد لديه من معلومات وأنظمة محاسبية أو مالية أو إدارية ... الخ.

(د) كل أسماء عملاء البنك والمعاملين معه سواء في الداخل والخارج وسواء كانوا مؤسسات حكومية أو عامة أو خاصة، وبالرصيد المأثرة الخاصة بهم.

(هـ) كل الأنشطة التي يمارسها البنك بنفسه سواء حرفت أم لم تحرف بعد وسواء ركزت في المركز الرئيسي له أو في فروعها في الداخل والخارج أو في الشركات أو المؤسسات التي يساهم فيها أو يتشاور. وسواء تولى البنك إدارتها بشكل مباشر أو غير مباشر.

5. طوال فترة العقد يلتزم الموظف بعدم امتلاك محاسب في أي نشاط مشابه لنشاط البنك داخل المملكة العربية السعودية أو مناطق مباشرة له أو المشاركة في إدارته، أو التخلي عنه، أو العمل لديه أو تكتم المحاسب والاستشارة إليه، أو العمل للمعاونة معه، أو العمل لديه، أو المشاركة في ملكيته أو إدارته أو تشغيله أو استثماره، أو التخلي بأي شكل كان موقوتاً أو غير موقوتاً سواء كان ذلك بمقابل مادي أو معنوي أو سوقي. كما يتعهد الموظف بعدم استعمال أية معلومات أو مستندات تمت بحملته خلال عمله في البنك أو القيام بمناقشة البنك بشكل مباشر أو غير مباشر، أي نوع من أنواع الأعمال التي تتعرض مع حسن السلوك.

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11. يتعهد الموظف لأنظمة المؤسسة العربية السعودية المعمول بها وكذلك لأي أنظمة تتبنى مستقبلاً دون أي إخلال من جانبه، وبأنه في كل ما يسهل ملوكة الشخصيات وأعماله مع الملوك العرب وأن لا يسهل منه ما يسهل الخيانة الإسلامية وأن يتحلى بالزمانة التامة ويلتزم بجميع الأنظمة والقواعد السريفة والمالية والإدارية والرقابية على البنوك، وعليه أتاح جميع التلميحات والتعاميم الداخلية التي يسهلها البنك باعتبارها جزءاً لا يتجزأ من التزامات عمله الوظيفية داخل البنك. وفي حال مخالفة لأي مما تقدم أو قلته في القيام بواجبه حسبياً أو جهلاً أو سهواً أو تجاوزاً الحدود والسبلات التي يستخدمها له البنك يكون ذلك الحق في فتح هذا العقد أو إنهائه مع حفظ جميع حقوق الموظف الأخرى دون أن يحق للموظف المطالبة بأي تعويض من أي نوع كان.

12. يلتزم الموظف بأداء عمله بنفسه على الوجه الأكمل وبإخلاص وبفئة وإتقان وإتمامه أو غير روضته وتكليفه تكليفهم بشكل دقيق فيما لا يخلو الشريعة، ولا يجوز للموظف تحويل الالتزامات المترتبة عليه بموجب هذا العقد أو التفويض عنها بشكل مباشر أو غير مباشر، سواء بطريقة جزئية أو كلية إلى أي جهة دون موافقة خطية من البنك.

13. يتعهد الموظف ببدل كسري ما في وسعه لأداء واجباته بكل الاخلاق والأخلاق اللازمة ودون تخيير أو إسهال وإلتفات عليه في مجال القيام بالوظيفة. محار غشاة الرجل المتفحص والحرص، بالإضافة إلى معايير المسؤولية الأخرى المعمول بها في المملكة.

1. يلتزم الموظف طوال مدة عمله لدى البنك أن يكون مشغولاً بأعلى درجة من الكفاءة المهنية ومكافحة التطور في المعايير المصرفية والمالية والإدارية ذات الصلة بنشاط البنك التي تخوله القيام بالواجبات وفقاً لأفضل هذه المعايير المحلية والدولية والبنك في أي وقت إجراء دورات خاصة تهدف إلى تطوير نوعية الوظيفة ويلتزم الموظف بمطورها والإفادة من مخرجاتها.

2. يصرح الموظف وبقر بأنه خلال فترته الوظيفية سوف يطرح على معلومات أو مستندات سرية خاصة بالبنك أو لأحد الشركات التابعة له، وأن أية معلومات أو مستندات يطرح عليها الموظف أو تحصل بحملته بشكل مباشر أو غير مباشر خلال مدة فترته الوظيفية تعتبر معلومات سرية وذلك قيمة عالية بالنسبة للبنك.

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- 14- بيان الموقف الإلكتروني بمزايا العمل الرسمية (بموجب ما تقرره القوانين والقرارات المنظمة لذلك في العراق)
- 15- أهمية الموقف باستمرار حصوله على وحسن مداخلتهم والمسئولية على التزامهم ومساهماتهم في استقطابهم والمسئولية عليهم ولا يجوز له استقطابهم لتسليته الشخصية في المسئلة جهة أخرى كانه مرتين مدة هذا العقد لأي سبب من الأسباب.
- 16- يجوز للموظف ترقية الموظف في حتمه بخلافة دائرية وفقاً للقوانين والقرارات التي يصدرها البنك.
- 17- تشير إلى الأمور المتكررة في تراخيص العمل الخاصة بالبنك وبمخالفات الكثير من الإختلاف وفقاً لتكثير الترشح المتقدم.
- 18- في حالة تفرغ فراغ بين الطرفين بحسب نكاح هذا العقد أو التسوية أو ما يؤول إليها الطرفان بعد ذلك ويكون التمسك فيه بالقرار القضائي بغيره ويستمر خلال السنتين من مجاميع بنودها الشرائط ويشترط أن لا يمتد ذلك لتكليف موظف البنك شيئاً والقبول بغير هذه البنود يكون التمسك في الفراغ من طرف جهات الاختصاص القضائي بالمسئولية.
- 19- إن ما ورد به نفس خلال هذا العقد يظل عليه الإلتزام والقرارات المعمول بها لدى القيادات الإدارية ونظام العمل السوي.
- 20- بان الموظف أنه قد انقطع الخدمة في الكلية على إلتزامه بتقديم العمل بالبنك كالتزامه بالخدمات والشكليات الخدمية بها وفقاً لاحتياجات الخدمية كما لا يترتب بوضع قرارات البنك والقرارات المتفرقة أو التي تصدر مسبقاً بالتفرغ جزءاً لا يتجزأ من هذا العقد وتنتهه له.
- 21- بان الموظف بان عواقب التوظيف يستمر هذا العقد مع الطرفين الذي أقره فيه جميع الإختصاصات المشككة أو التفرغ من العقد المتأخر أو من الوظيفة ويشترط وفقاً من حقه ما لم يخطر اليه أثناء تأخيرهم ويكتم ويتسحين جميع الحقوق والقرارات الخدمية بغيره يستمر هذا العقد مع الطرفين.

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قسم الموارد البشرية
إدارة التوظيف والتدريب
Human Resources Division
Recruitment Dept.

Translation A

**ACT**
مركز القعيد للترجمة
Al-Qayid Center for Translation

العليا ابو - مكتب ٤٠٣٣ الطابق الثاني
ص.ب ٥٤٨٤٨ الرياض ١١٤٤٢ السعودية
موبايل: ٩٦٦ ٥٠ ٤١٣٣٠٣
تلفاكس: ٩٦٦ ١١ ٤٨٧٠٦٤٣ / ٢٧٧٠٨٨٤
ترخيص رقم ٢٨٩
alquayid.translation@gmail.com

Olaya View, Office 4033, I
P.O.Box 54848 Riyadh 111
Mobile: +966 50 413303
Telefax: +966 11 2970884 / 4870643
License No. 289

Bank Albilad

Employment contract

With the help and support of Allah, this day _____ this contract has been concluded in the city of Riyadh, Saudi Arabia by and between:

- Bank Albilad, Commercial Registration No. _____ A Saudi Joint Stock Company represented herein by the Human Resources Sector Director General as the person authorized by the Bank, hereinafter referred to as "the Bank".
- Mr. / _____ Nationality: Saudi, holder of ID No. _____ dated _____, issued from: Riyadh and resident of: Riyadh, P O Box: _____ Pin Code: _____ Home Phone _____ Mobile Phone _____ hereinafter referred to as the employee.

Preamble:

Whereas the bank is a Saudi joint stock company, and operates in the banking activity and other relative sub-activities, and whereas the employee, having been informed of the scope of the work required from him in the context of the enforcement of this contract during the validity thereof, may declare to have the necessary qualifications and practical experience to perform the tasks required from him or necessitated by the nature of the job. Accordingly, it has been agreed with the mutual consent and acceptance between both the bank and the employee, in their full legal capacity, as follows:

1. The preceding preamble shall constitute an integral part of this contract and one of its articles to be read and interpreted together with it by virtue of this clause. In this contract, the term "bank" includes the Bank as a joint stock company. The job offer to the employee is also an integral part of the contract.
2. The Bank has offered and the employee accepted to work with the Bank in the position of / _____ based in Riyadh, Saudi Arabia. The Bank shall determine the duties of this position and the place of its exercise in accordance with the requirements and needs of the work. It may take into

تقتصر مسؤولية المركز على صحة الترجمة، وهو غير مسؤول عن صحة الوثيقة المطلوب ترجمتها

account the experience and qualifications of the second party and its practical capabilities.

3. The Bank shall have the right to assign to the employee any other appropriate job at the discretion of the Bank, provided that the employee's fixed financial rights shall not be affected. The signing of this contract by the employee constitutes prior approval thereof.
4. The employee shall receive a total salary of: SR _____ only for each calendar month paid to him at the end thereof, including all allowances as stated in the job offer.
5. The term of the contract shall be one Gregorian year starting from the date of the employee's receipt of his job. The contract shall be renewed with the consent of the parties one month before the end of the original or renewed period of the contract. The first three months of the contract shall be considered a probationary period. The Bank alone shall be entitled to terminate the contract without remuneration, compensation or notice to the employee, and the employee shall be entitled to a salary for the duration he spent at work only.
6. Either party may terminate this contract at any time provided that a legitimate reason is available and notify the other party in writing at least one month prior to that time or pay the equivalent of one month's wages to the other party in lieu of the notice period or the remainder thereof.
7. The employee shall be entitled to an annual leave of 30 days with full pay. The bank shall determine the dates of enjoyment according to the interests of work. After the elapse of half the contract period, the leave may be divided into two sections with the approval of the bank and according to the work requirements.
8. The Bank shall provide the appropriate medical care for the treatment of the employee and his family, including the disbursement of medicines, by submitting the invoices according to the approved form to be paid the value thereof, or providing cooperative medical insurance, according to the interests of work.
9. If the employee's illness is proved by an official medical report he will be granted sick leave in accordance with the Labor Code and the internal bylaws of the Bank.
10. If the employee is assigned to perform work for the Bank within or outside the Kingdom of Saudi Arabia, the Bank shall pay the value of air tickets with the travel and subsistence allowance unless provided by the Bank in accordance with the Bank's bylaws.



11. The employee shall be subject to the regulations of the Kingdom of Saudi Arabia in force as well as to any future regulations without any violation by him. His personal conduct and morals should not interfere with public conduct, and should not cause any harm to the Islamic faith, and should be characterized with integrity and abide by all the banking, financial, tax and control on the bank. He shall abide by all internal instructions and circulars issued by the Bank as an integral part of his core business obligations within the Bank. In the event of breach of any of the foregoing or failure to perform his duties as directed by his superiors or exceeding the limits and powers determined by the bank, the bank shall have the right to terminate this contract or cancel it with all other employee rights without the employee being entitled to claim any kind of compensation.
12. The employee is obliged to perform his work himself in the fullest manner and with sincerity, accuracy, mastery and obedience to the orders of his superiors, and to execute their instructions in a manner that does not violate the Islamic Shar'i'a. The employee may not transfer his obligations under this contract or assign them, directly or indirectly, either in whole or in part to any party without the written consent of the Bank.
13. The Employee undertakes to do his best to perform his duties with all necessary care and attention without delay or negligence. In the context of the performance of the job, he shall apply the standard of care of a specialized and keen man, in addition to other standards of liability in force in the Kingdom.
 - 1- During the period of his employment with the Bank, the employee shall be committed to the highest level of professional competence and follow up the development in the banking, accounting and administrative standards related to the Bank's activity, which entitles him to perform the job in accordance with the best local and international standards. The Bank may at any time conduct special courses aimed at developing the quality of the job and the employee is committed to attend and benefit from its content.
 - 2- The Employee acknowledges and undertakes that through the performance of the job, he shall be informed of confidential information or documents belonging to the Bank or to any of its affiliates. Any information or documents that the Employee becomes aware of or that relate directly or indirectly to his employment during the period of his employment, shall be strictly confidential and with high value for the bank.
 - 3- The employee undertakes not to disclose any information or documents related to his work during the performance of the job directly or indirectly and



undertakes to maintain complete confidentiality at any time during the period of validity of the present contract and even after the expiry or termination of the contract for any reason, even if the termination came without justified reason. Upon expiration or termination of the present contract, the Employee undertakes to return any documents, authorizations, files, books, records, funds or other assets or information related to the job or resulting directly or indirectly from it on the date of expiration or termination of the contract.

- 4- For example, confidential information that the employee is not authorized to disclose to third parties (visual, audio-read media) or other business entities, public or private persons include the following:
 - a. All information, analyses, reports, resolutions and interpretations.
 - b. All contracts, business plans, business plans and interpretations.
 - c. All the technical systems existing in the Bank or which will be in his possession including information, accounting, financial or administrative systems, etc.
 - d. All the names of the clients of the Bank and its dealers both locally and abroad, whether they are governmental, public or private sectors, and their financial balances.
 - e. All the activities carried out by the Bank itself, whether known or not yet known, whether concentrated in its head office or branches locally or abroad, or in the companies or institutions in which it contributes or establishes, and whether the bank manages them directly or indirectly.

- 5- Throughout the term of the contract, the employee shall not participate in any activity similar to the activity of the bank within the Kingdom of Saudi Arabia, or direct competitor to it or participate in its management, influence it, work for it or provide services or consultation to it, seek cooperation with it or share in its ownership, management, operation, invest, or interfere in it in any form, whether directly or indirectly, whether financially or morally against or free of charge. The Employee undertakes also not to use any information or documents related to the business during his work in the Bank, to compete directly with the Bank or to commit any kind of acts that are inconsistent with the good conduct.


14. The employee must adhere to the official working hours (as determined by the instructions and regulations governing the same in the bank).
15. The employee undertakes to respect the clients of the bank and to treat them well, maintain their secrets and relations and to attract and maintain



- them and may not attract them for his personal interest or for the benefit of another party during the validity of this contract for any reason.
16. The Bank may promote the employee or grant him an annual bonus in accordance with the rules and regulations set by the Bank.
 17. All matters mentioned in the Bank's Labor Regulations shall be construed and taken into account at the discretion of the Bank.
 18. In the event of a dispute between the parties arising out of the implementation or interpretation of this contract, and the parties did not reach an amicable settlement, the settlement of which shall be decided by a final decision issued within two weeks by an arbitrator chosen by the parties. Referring the disputed to arbitration shall be subject to the prior written consent of the Bank. Without such consent, settlement of the dispute shall be through the judicial authorities in the Kingdom.
 19. All provisions not provided for in this contract shall be subject to the laws and regulations in force at GOSI and the Saudi Labor Law.
 20. The Employee acknowledges that he has learnt orally or in writing about the Bank's regulation of the work, the penalties and remuneration regulations attached to it and the medical care system. He shall also comply with all the Bank's decisions and regulations in force or that may be issued in future as an integral part of this contract.
 21. The Employee acknowledges that his address at the end of this Contract shall be the address to which all notices relating to or arising from the present contract or employment are addressed and shall be valid unless he informs the Bank in writing of its change and undertakes to correct all the addresses and telephone numbers contained in this contract when changed.



Translation B


Bank Albilad
Employment Contract


This contract is made on _____ in Riyadh, Kingdom of Saudi Arabia by and between:

- Bank Albilad with commercial record No _____, a Saudi Joint stock Company which is represented herein by the general manager of HR department with the capacity of the authorized person by the Bank; is referred to herein as "the Bank".
- Mr. _____, his nationality: Saudi, holds ID No. _____, dated: _____, which is issued from Riyadh, his residence in: Riyadh, P.O. of code: _____, Home Phone No. _____, Mobile No. _____; is referred to herein as "the Employee".

Preamble:

Whereas the Bank is a Saudi Joint Stock Company, working in banking activity, whatever is related to this activity or is derived from ~~for~~ any other works. Giving that the Employee, after reviewing the scope of work that is required and will be required from him in the context of enforcing this contract and ~~along~~ throughout its term, may report that he has the academic qualifications and work experiences that qualify him to perform all the required duties, or all duties that are imposed upon him by the job nature. Accordingly, for good consideration it is agreed between the parties, with their full legal capacity, as follows:

1. The above-mentioned preamble is an integral part of this contract, it is deemed as one of the clauses hereof, and it shall be read and interpreted alongside under this referral. In this contract, the phrase "the Bank" shall include the bank as a joint stock Company. The job offer provided to the Employee shall be considered as an integral part hereof.
2. The Bank presented its offer and the Employee accepted such offer to work for the bank in the position/ _____, bases in Riyadh, Kingdom of Saudi Arabia. The Bank shall define the duties of this job as well as the place of practicing them as per work requirements and needs; it shall put into consideration the experience, qualifications and practical capabilities of the Second Party.
3. The Bank shall have the right to assign any other appropriate job to the Employee according to the Bank's discretion, provided that the stated financial rights of the Employee shall not be prejudiced. The signature of the Employee herein shall be deemed as a pre-consent on this matter.



بنك البلاد - شركة مساهمة سعودية - رقم السجل التجاري: 1010200000 - رقم الهوية: 3003000000 - رقم الضريبة: 3003000000 - رقم الهاتف: 011 4444 4444 - رقم الفاكس: 011 4444 4444 - رقم البريد الإلكتروني: info@albilad.com.sa - الموقع الإلكتروني: www.albilad.com.sa



of any of the above-said or failing in performing any of the duties as per his chiefs' directives, or exceeding authorizations and limits that are defined by the Bank, therefore, the Bank shall have the right to terminate this contract without prejudice to all other rights of the Employee, and without any right for such Employee to claim any compensation of any kind.

12. The Employee shall perfectly perform his work by himself, shall obey his chiefs' orders, and shall execute their instructions precisely while not breaking Sharia. The Employee may not transfer or assign the resulted commitments under this contract, directly or indirectly, whether totally or partially, to any entity without obtaining a written consent from the Bank.
13. The Employee promises ~~undertakes~~ to do his best effort to perform his duties ~~with~~ the necessary care and interest and without delay or negligence. It is applied to him the "due diligence standard", in addition to other responsibility standards that are applicable in the Kingdom, in the context of performing his job.
- 1- The Employee, ~~along throughout~~ his work duration in the Bank, shall be at high level of professional efficiency and of following-up the development in the banking, accounting and administrative standards that are related to the Bank's activity that make him qualified for performing his job as per the best local and international standards. The Bank shall have the right to provide a special courses with the purpose of developing the type of job, and the Employee shall be committed to attend such courses and get benefited from their contents.
- 2- The Employee states and acknowledges that, through performing his job, he will know confidential information and documents belonging to the Bank or to any of its affiliates, therefore, any of such information or documents that are known by the Employee or that are related to, directly or indirectly, his work during performing his job shall be considered high-value confidential information for the Bank.
- 3- The Employee undertakes not to disclose any information or documents related, directly or indirectly, to his work during performing his job, he also undertakes to maintain strict confidentiality in every time during the effectiveness of the current contract, and even after its expiry or termination for any reason, even if such termination was without reason or justification. Upon expiry or termination of the current contract, the Employee undertakes to return any documents, power of attorneys, files, books,



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- money, or any assets or any information related to or resulted from the job directly or indirectly, which may be in his possession at the date of expiry or termination of the contract.
4. For example but not limited to, the following shall be deemed as confidential information that the Employee shall not disclose to a Third Party (Audiovisual and Legible Media) or to any other work entity or public or private persons:
 - A. All information, analyses, reports, decisions, and explanations.
 - B. All contracts, work plans, commercial plans, and explanations.
 - C. All technological systems existed or will be in the Bank including information and accounting, financial, or administrative systems...etc.
 - D. All names of clients and traders of the Bank whether in or out the Kingdom, and whether they are governmental, public, or private sectors, and their financial balances.
 - E. All activities that the Bank practices by itself whether they are known or are not known yet; whether they are focused in its headquarters or in its inside or outside branches, or in the companies or the organizations it contributed in or the ones the Bank finds; whether the Bank controls such companies or organizations directly or indirectly.
 5. Throughout the contract term, the Employee shall not own any shares in any activity that is similar to the Bank's activity inside the Kingdom of Saudi Arabia, or that competes directly with the Bank's activity; in addition, he shall not participate in managing, influencing, working for, providing services and consultations to such activity; he shall not pursue to cooperate with, work for, participate in ownership of, managing, operating, or investing in such activity; or he shall not interfere in any way, whether directly or indirectly, and whether it is for money, moral return, or it is for free. The Employee undertakes not to use any information or documents related to his work in the Bank, not to compete indirectly with the Bank, or doing any acts that are inconsistent with the good conduct.
 14. The Employee shall (conform to the official working hours (as per defined in the instructions and regulations organizing this matter in the Bank).
 15. The Employee shall respect, be good to, maintain the secrets of and relation with, and attract the Bank's clients. He shall not attract the clients for his personal interest or for another entity interest during the effectiveness of term hereof for any reason.





16. Bank may promote the Employee or give him annual bonus according to the rules and regulations of the Bank.
17. All matters stated in the labor regulations of the Bank shall be interpreted and they shall be estimated when a disagreement happens according to the Bank's absolute discretion.
18. In Case of a conflict arises between the Parties due to the execution or interpretation of this contract, and they didn't resolve such conflict in a friendly way, then, the adjudication in such conflict shall be through a strict decision issued within two weeks by an arbitrator chosen by both Parties. It is conditioned for the ~~such~~ referral of the conflict to obtain ~~a~~ prior written consent from the Bank, and without such consent, the adjudication in such conflict shall be through jurisdiction entities in the Kingdom.
19. All matters that are not stipulated herein shall be applied according to the applicable laws and regulations in the social insurance organization and Saudi Labor Law.
20. The Employee acknowledges that he reviewed, orally or in written, the work regulation of the Bank, its attached penalties and awards regulation, and medical care rules. He also commits to all the decisions and effective existed regulations of the Bank, or to that will be issued in the future as they are integral part of this contract and shall be complementary hereof.
21. The Employee acknowledges that his address stated at the beginning of this contract shall be the address used to ~~send~~ ~~receive~~ all the notifications related to or resulted from the current contract, or from the job. Such notifications shall be effective ~~if~~ ~~unless~~ the Employee ~~didn't~~ ~~notify~~ the Bank in written about changing this address. The Employee shall correct all addresses and phone numbers stated at the beginning of this contract upon changing them.



Appendix 2- Marriage Contract
Source Text

٤٧ رقم الصفحة
التاريخ
رقم العقد


ضبط عقد زواج للسعوديين

المعقد لله والتمسك بالسلام على من لا يبي بعدة نبينا محمد وعلى آله وصحبه أجمعين - أما بعد -
فإنني أنا / الزوج / أم السادة / الذي أنا /
أكون طبقاً للائتمنة الرخص لي من محلي وزير العدل برقم /
استناداً على نطاق الولاية القضائية للمحكمة /
الجنسية بموجب رقم /
سجلية الجنسية بموجب السجل المدني رقم /
مسكنة بـ / السكن / المبنى /
مسكنة الجنسية بموجب الهوية الوطنية رقم /
المولود بتاريخ /
أه على صدق كقصد /
موجزاً بوضوح الشروط التالية -

وبناء على موافقة المرأة المتكفلة على عقد زواجها على الحاضر مع وليها المتكفل - ويحضر الشاهدين العرفيين على هذا العقد كل من /
الجنسية / بموجب رقم /
الجنسية / بموجب رقم /
والتوفر بركان النكاح والشروطه - والشقاء التوافق بعد الإطلاع على شهادة الصحة الطبي قبل الزواج الخاصة بالتكويرين رقم /
التاريخ /
قد أحرقت عقد الزواج بين المتكويرين بإيجاب من الوالي وقبول من الزوج (٣) وجرى إتمام الزواج بأن عليه مراجعة الأحوال
السنية لتسجيل هذا العقد وأنه في حالة تأخره عن التهرين يلزمه دفع غرامة مالية حسب التعليمات وعلى الله على نبينا
محمد وعلى آله وصحبه وسلم.

الاسم	الزوج	الزوجة	الشاهد الأول	الشاهد الثاني
التاريخ				
ملاحظات:				
١- (التكوير والى الزواج بموجب) وكالة / ولاية / حضوره والدعا / رقم / ٢- (بموجب سند / الطلاق / الطلاق / حضوره زوجها التوفر) / ٣- (أه على صدق كقصد) / ٤- (أه على صدق كقصد) /				
مكون طبقاً للائتمنة السنية				
مستندة بـ / السكن / المبنى /				
مسكنة الجنسية بموجب الهوية الوطنية رقم /				
المولود بتاريخ /				
أه على صدق كقصد /				
موجزاً بوضوح الشروط التالية -				

Translation A



المطابق الثاني - مكتب فيو - مكتب 1033 الطابق الثاني
 ص.ب. 5484 الرياض 11481 السعودية
 جوال: +966 50 117303
 هاتف: +966 11 2370854 / 4870643
 ترخيص رقم ٢٨٨
 alqayid.translation@gmail.com

Clays View, Office 1033, L
 P.O.Box 5484 Riyadh 114
 Mobile: +966 50 117303
 Telefax: +966 11 2370854 / 4870643
 License No. 289

Kingdom of Saudi Arabia Sheet No.: 47
 Ministry of Justice Date:
 (277) Volume No.:

Marriage Contract Register for Saudis

Court of :

Praise be to Allah, prayers and peace be upon our Prophet Mohammed, his family and companions, then:


This day Corresponding to at before me, I /

() marriage officer licensed by the Minister of Justice under No. dated: to conclude marriage contracts at the jurisdiction of court,

() Official marriage officer at court .

attended (1*) of nationality, under No. (.....), in his capacity as the guardian of the () maiden () previously married woman named (2*): Saudi national, holder of civil register No. (.....), who is born onH and requested concluding her marriage on the person attending with him named: Saudi national, holder of civil register No. (.....), who is born onH against a () paid () deferred dowry amounting Against the following conditions:

.....



تلكمسر مسؤولية المركز على صحة الترجمة. وهو غير مسؤول عن صحة الوثيقة المطلوبة لترجمتها

and upon the agreement of the said woman in the marriage contract on the attending person with her above mentioned guardian, and in the presence of the witnesses on this contract named:

- 1) of nationality, under ID No.
- 2) of nationality, under ID No.

Upon the existence of marriage conditions and absence of any hindrances, after reviewing the medical inspection certificate for the said parties under No. dated issued from

I have concluded the marriage between the above parties upon the agreement of the guardian and approval of the husband (3*), and we notified the husband that he has to refer to the civil status to record this contract. If he delayed more than two months, he shall have to pay a fine according to the regulations. Prayers and peace be upon our Prophet Mohammed, his family and companions.

	Guardian	Husband	Wife	1 st witness	2 nd witness
Name
Signature

Remarks:

(*1) The said person is the guardian of the woman under (power of attorney / heritage deed of her father) No. (.....) dated issued from

(*2) Under the (Divorce / separation / heritage deed of deceased husband (.....) No. (.....) dated issued from

(*3) Place of the said persons attendance and contract (.....)

Marriage officer named : Signature: Stamp:

Name of marriage deed receiver : Signature: Date:



NB: 1- Place (✓) at the proper column above, 2- Annotations on the contract at the back leaf

Form No. : 10-01-1





	Guardian	Husband	Wife	First witness	Second witness
Name					
Signature					

Notes:
 (1*) the mentioned is the woman Guardian by the virtue of (proxy, being under his guardianship/ limitation of succession of her father) No..... dated on.../.../...H, issued from

(*2) By the virtue of document of (divorce / Divorce at the wife's instance/ annulment of marriage/ limitation of succession of her husband)(.....) No.... dated on.../.../...H, issued from

(3*) Attendance place of the mentioned persons in which the contract has concluded: (.....)

Name of official marriage contracts officer: Signature: His stamp

The Name of the person who received the marriage contract: his signature: date:

Notes: 1- put (X) in the suitable place in form. 2- the following marginalization of the contract shall be on the back of the document. Form no 1.01.009

وزارة العدل - المملكة العربية السعودية
 11. 11. 2023
 11. 11. 2023
 11. 11. 2023



Appendix 3- Maintenance Contract
Source Text

أبداً عقد سنوي للصيانة ونطاق الصيانة

المادة 1
أما عقد الصيانة فيتم بين الطرفين على ما يلي:
1- يهدف هذا العقد إلى توفير خدمات الصيانة الدورية للأجهزة الكهربائية في المقرين المذكورين أعلاه، وذلك بما يتوافق مع المواصفات الفنية الواردة في المواصفات الفنية المرفقة بهذا العقد، وذلك وفقاً للمواصفات الفنية المرفقة بهذا العقد، وذلك وفقاً للمواصفات الفنية المرفقة بهذا العقد.

2- يهدف هذا العقد إلى توفير خدمات الصيانة الدورية للأجهزة الكهربائية في المقرين المذكورين أعلاه، وذلك بما يتوافق مع المواصفات الفنية الواردة في المواصفات الفنية المرفقة بهذا العقد، وذلك وفقاً للمواصفات الفنية المرفقة بهذا العقد، وذلك وفقاً للمواصفات الفنية المرفقة بهذا العقد.

3- يهدف هذا العقد إلى توفير خدمات الصيانة الدورية للأجهزة الكهربائية في المقرين المذكورين أعلاه، وذلك بما يتوافق مع المواصفات الفنية الواردة في المواصفات الفنية المرفقة بهذا العقد، وذلك وفقاً للمواصفات الفنية المرفقة بهذا العقد، وذلك وفقاً للمواصفات الفنية المرفقة بهذا العقد.

4- يهدف هذا العقد إلى توفير خدمات الصيانة الدورية للأجهزة الكهربائية في المقرين المذكورين أعلاه، وذلك بما يتوافق مع المواصفات الفنية الواردة في المواصفات الفنية المرفقة بهذا العقد، وذلك وفقاً للمواصفات الفنية المرفقة بهذا العقد، وذلك وفقاً للمواصفات الفنية المرفقة بهذا العقد.

5- يهدف هذا العقد إلى توفير خدمات الصيانة الدورية للأجهزة الكهربائية في المقرين المذكورين أعلاه، وذلك بما يتوافق مع المواصفات الفنية الواردة في المواصفات الفنية المرفقة بهذا العقد، وذلك وفقاً للمواصفات الفنية المرفقة بهذا العقد، وذلك وفقاً للمواصفات الفنية المرفقة بهذا العقد.

6- يهدف هذا العقد إلى توفير خدمات الصيانة الدورية للأجهزة الكهربائية في المقرين المذكورين أعلاه، وذلك بما يتوافق مع المواصفات الفنية الواردة في المواصفات الفنية المرفقة بهذا العقد، وذلك وفقاً للمواصفات الفنية المرفقة بهذا العقد، وذلك وفقاً للمواصفات الفنية المرفقة بهذا العقد.

7- يهدف هذا العقد إلى توفير خدمات الصيانة الدورية للأجهزة الكهربائية في المقرين المذكورين أعلاه، وذلك بما يتوافق مع المواصفات الفنية الواردة في المواصفات الفنية المرفقة بهذا العقد، وذلك وفقاً للمواصفات الفنية المرفقة بهذا العقد، وذلك وفقاً للمواصفات الفنية المرفقة بهذا العقد.

8- يهدف هذا العقد إلى توفير خدمات الصيانة الدورية للأجهزة الكهربائية في المقرين المذكورين أعلاه، وذلك بما يتوافق مع المواصفات الفنية الواردة في المواصفات الفنية المرفقة بهذا العقد، وذلك وفقاً للمواصفات الفنية المرفقة بهذا العقد، وذلك وفقاً للمواصفات الفنية المرفقة بهذا العقد.

9- يهدف هذا العقد إلى توفير خدمات الصيانة الدورية للأجهزة الكهربائية في المقرين المذكورين أعلاه، وذلك بما يتوافق مع المواصفات الفنية الواردة في المواصفات الفنية المرفقة بهذا العقد، وذلك وفقاً للمواصفات الفنية المرفقة بهذا العقد، وذلك وفقاً للمواصفات الفنية المرفقة بهذا العقد.

10- يهدف هذا العقد إلى توفير خدمات الصيانة الدورية للأجهزة الكهربائية في المقرين المذكورين أعلاه، وذلك بما يتوافق مع المواصفات الفنية الواردة في المواصفات الفنية المرفقة بهذا العقد، وذلك وفقاً للمواصفات الفنية المرفقة بهذا العقد، وذلك وفقاً للمواصفات الفنية المرفقة بهذا العقد.

- ٦- يقوم الشركاء قديماً بما قد يحدث من أضرار أو إصابة أو خسائر نتيجة إهمال أو تقصير منسوب للشركة التي أو فيما يتعلق بذلك ، على أن الشركة غير مسئولة عن خسائر في العمل التجاري أو الربح في أي شكل آخري نتيجة عن ذلك مهما كانت أسبابها .
- ٧- تضمن الشركة توفير مستلزمات التشغيل اللازمة لقيام الآلة بالأداء بصورة جيدة ، ويضمن أن تكون أسعار هذه المستلزمات مقبولة وفقاً للتأثير من العمل قبل التورم وسيتم الدفع طبقاً للأجل المتفق عليها بهذا الشأن .
- ٨- تضمن الشركة عدم مسئولة عن ضمان صلاحية الآلة في حالة الاستعانة بخدماتها بخلاف الضمان الذي للشركة من نفس له بذلك .
- ٩- لا يعمل العميل بالتازل الغير عن هذا العقد أو عن أي من البنود أو الالتزامات الواردة به بين موافقة كتابية مسبقة من الشركة ، وعلى العميل ضرورة إبلاغ الشركة كتابياً في حالة تصرفه في الآلة محل هذا العقد ونقل ملكيتها للغير عن طريق بيعها أو التنازل عنها أو رهنها .
- ١٠- يقوم العميل بتداع جميع القوانين الخاصة بهذا الاتفاق فور إنشائها .
- ١١- يتزم العميل بتفويض توكيله بالقيام بالتمثيل في المفاوضات الآتية وتكثيف صحت الأضرار الخاصة بخلافه من الشركة .
- ١٢- تتلخص في غير مواجعة العميل الرئيسية للشركة .
- ١٣- الكلمة النهائية مختصة في العميل أو سوء استغلال بحسن نية أو كسب متعمداً أو لأي سبب آخر متعمداً بما يكون ناتجاً عن الاستغلال العادي للآلة من قبل العميل .
- ١٤- المالك يضمن لتمام العميل بتوفير ما يراه لائق أو تركه في الآلة على أن الشركة تحافظ نفسها وتلحق في الإلتزام من إصلاح أو ترميم الآلة إذا كانت قد وصلت أو تراكمت التي لم تبدأ العميل أو أسر تفرجها لم تسفر، من وجهة نظر الشركة عن ذلك الآلة بصحت خطر أو غير صلاحية للتدبير .
- ١٥- وذلك في أي بعد العميل الآلة التي مالتها الأصلية ، هذا مع عدم الإهمال بالتفريق أو التعديلات الخاصة بأي من الطرفين .
- ١٦- تبدأ الضمان من تاريخ توقيع العقد وتكون الضمان لمدة واثم الدفع فقط .
- ١٧- هذا توقيع العقد خلال أو تسوية الترميم الضمانية حسب عدد الأيام المتبقية من هذا الترميم وما يتوافق مع ميثاق التورم الضمانية .

<p>١٢- يشكّل هذا العقد كل الإلتزام بين العميل والشركة وأي شروط أو تعهدات لم ترد في هذا الإلتزام لا تكون ملزمة للشركة . وأي تعديلات في الترميم المطبوعة لهذا الإلتزام غير معتمدة من المدير العام للشركة لا يعتد بها وتُست ملزمة للشركة.</p>	<p>١١- إذا أُخلّ العميل بأي من بنود هذا العقد ، تقوم الشركة بإرسال الخطأ كتابي له بعدد هذا الإخلال ويطلب بتأريخه خلال ١٤ يوما ، وكذا لم يتم العميل بتأريخ الإخلال في ظرف ١٤ يوما يسع هذا العقد على الفور بتدوين أي إجراء آخر من جانب الشركة مع عدم المساس بمطابق أي من الطرفين بموجب هذا العقد.</p>
<p>١٣- كل نزاع ينشأ عن هذا العقد يكون من اختصاص معالم القاهرة وحدها وفقاً للنس العربي لهذا العقد .</p>	<p>ب) في حالة عدم وفاء الشركة بالتزاماتها في العقد بحق العميل أن يسع هذا العقد خلال ١٥ يوما من الخطأ، للشركة كتابة بذلك إذا لم تقوم الشركة بتأريخ موطن الخطأ مع انعقاد الشركة بحقها في السماع المستعجلة لها مقابل خدماتها عن الفترة السابقة لتصبح للعقد .</p>
<p>١٤- تجوز هذا العقد من تسطين متطابقين وسلمت نسخة لكل طرف تعمل بموجبها عند التزم .</p>	<p>١١- يتم فحص وإصلاح الآلة على لغة العميل قبل التعاقد بمعرفة المشرف الفني لشركة لضمان صلاحيتها خلال مدة عد الصيانة .</p>
<p>التوقيع عن العميل : الاسم : الوظيفة : الشركة : التعم :</p>	<p>١٢- يعتبر هذا الإلتزام ساري المفعول فور التوقيع عليه من العميل أو من يتوكل عنه وعلى جدول الأسعار المرفق كجزء لا يتجزأ من هذا العقد وكذا من الشركة. ويجوز هذا العقد تلقائياً لمدة ماثلة سالم بطلب أي من الطرفين إنهاءه . على أن يطس الطرف الآخر برعيه كتابة في مدة لا تقل عن ثلاثة أشهر سابقة على تاريخ إنهاء العقد سنياً .</p>

Translation A

ACT
مركز القعيد للترجمة
Al-Qayid Center for Translation

العليا فيو - مكتب ٤٠٣٣ الطابق الثاني
ص.ب ٥٤٨٤٨ الرياض ١١٥٢٤ السعودية
هاتف: +٩٦٦ ٥٠ ٤١٧٣٠٣
هاتف: +٩٦٦ ١١ ٤٨٧٠٦٤٣ / ٢٧٧٠٨٨٤
ترخيص رقم ٢٨٩
alqayid.translation@gmail.com

Olaya View, Office 4033, L
P.O.Box 54848 Riyadh 115
Mobile: +966 50 417303
Telefax: +966 11 2970884 / 4870643
License No. 289

(B) Annual Contract for Maintenance and Spare Parts

Preamble:

Whereas Company, hereinafter referred to as the (Company) offers maintenance facilities to the users of equipment types in which the company deals,

And whereas (hereinafter referred to as the "Client") who uses a model of the types in which the company deals wishes to get maintenance facilities from the company,

Its address for correspondence and invoices is as follows:
.....

And its address where the machine is installed is :
.....

Model :

Machine serial No. :

Code No. :

With the company:

We have agreed as follows:

1. The company shall fulfill the repair requests to operate the machine at good operation conditions, and the company will ensure the visit of an engineer when necessary at each time the client sends us a repair request.
2. This contract shall be valid for the machine located at the above mentioned address. The client shall have to notify the company if the machine is moved to a new address, then, the company shall consider the possibility of offering the service at the new address and notify the client if the contract will remain valid or should be changed to satisfy both the client and the company.
3. The annual contract prices shall be according to the attached price list that constitutes an integral part of this contract. These prices include maintenance

تقتصر مسؤولية المركز على صحة الترجمة، وهو غير مسؤول عن صحة الوثيقة المذكورة ترجمتها

When the client brings the machine back to its original status, notwithstanding the rights or compensations of either party.

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C- Calculation shall start from the date of signing the contract, and will be each year and payment shall be in advance.

D- When signing the contract during any month, calculation shall be based on the number of days remaining from such month, in a manner matching the accounting cycle.

6. The company shall be liable only for the damages, injuries or losses that may occur due to negligence or failure by the company's technical representative or relative



matters. The company shall not be responsible for loss of business, profit or any other loss resulting from the same for any reason.

7. The company shall guarantee availability of the required operation supplies to make the machine perform in a good manner. The prices of such supplies must be acceptable in writing by the client before supply thereof and payment will be based on the prices applicable at the time of purchase.

8. the Company will not be responsible for the machines validity if it is repaired by a person other than the company's licensed technician.

9. The client may not assign this contract or any of the rights or obligations mentioned in the contract to third parties without the prior written approval of the company. The client shall have to notify the company in writing if he disposes of the machine subject of this contract or if he transfers its ownership to third parties by sale, assignment or mortgage.

10-1 If the client violated any of the provisions of this contract, the company shall send him a written notice stating such violation requesting him to rectify the violation within 14 days. If the client did not rectify the violation within 14 days, the contract shall be terminated immediately without any other action by the company, notwithstanding the rights of both parties under this contract.

B) If the company violated its obligations under the contract, the client shall have the right to terminate the contract within 15 days from his written notice to the company of the same, if the company failed to rectify the violation, notwithstanding the right of the company in the amounts due for services offered during the period prior to termination.

11. The machine will be inspected and repaired at the cost of the client before signing the contract, by the technical representative of the company to ensure its validity during the maintenance contract.

12. This agreement shall become effective upon signing it by the client or his assignee and signing the price list attached as an integral part of the contract, and signature of the company. This contract shall be automatically renewable for similar terms unless either party requests termination thereof, provided that he notifies the other party in writing with his wish to terminate the contract at least three months prior to the date of contract termination annually.



13. The contract constitutes the total agreement between the client and the company. Any conditions or provisions not mentioned in this agreement shall not be binding upon the company. Any amendments to the written text of this agreement shall not be valid or binding to the company unless approved by the company's general manager.

14. Each dispute that may arise out of this contract shall be under the exclusive jurisdiction of the legal courts of Cairo according to the Arabic text of this contract.

15. This contract has been executed in two counterparts, of which each party received one to act accordingly.

Signed for the client:

Name :

Position :

Company :

Stamp :

Singed for the company:

Name :

Position :

Date :

Stamp :



Translation B



[B] Agreement of Annual Maintenance and Spare Parts

Preamble:

(.....) Company, (hereinafter shall be referred to as "The Company") provides services of maintenance to the users of (.....) machines, regarding which the company deals.

(.....),(hereinafter shall be referred to as "The Client"), who uses a model, regarding which The Company deals, desires to obtain maintenance services from The Company.

Client's address, to which correspondences and invoices shall be addressed:.....

Client's address, where the machine is installed:.....

Model:

Serial No. of the machine:

Code No. of the machine:

AtCompany.

Therefore, both parties agreed for the following:

1. The Company shall respond to requests of reparation to operate the machine in good operation condition. The company shall warrant a visit of an engineer of the company whenever necessary, each time The Client applies for reparation.
2. This agreement shall be valid to the machine existing within the above-mentioned address. The Client shall notify The Company when the moving the machine to a new address. Then, The Company shall reconsider the ability to provide the service at the new address. The Company shall notify The Client whether the agreement shall remain valid or shall be modified to satisfy The Client and The Company.
3. The annual prices of the contract shall be in accordance with the attached price list, which shall be deemed as an integral part herein. The said prices shall include maintenance during ordinary work hours as well as the spare parts which are necessary for the normal utilization of the machine.
4. The Company reserves the right to modify the prices after notifying The Client in written at least fifteen days before conducting such modification. The Client shall be entitled to terminate the agreement in case of rejecting the said increase of prices, provided that Customer Department within The Company shall receive a correspondence, which include the same within fifteen days as from the date of notifying The Client with modification. In case of Client's rejection, the agreement shall be valid for the 90 days next to the date of modification, and then the agreement shall be revoked. In case The Company does not receive the said correspondence within 15 days, then modification shall be deemed as valid automatically before The Client.
5. a. The Client shall pay all invoices related to such agreement, promptly upon receiving the same.



.....



- b. The client shall be committed to pay the following expenses of maintenance and reparations in accordance with the prices then provided by the company:
 - 1. The prices provided for Non official working hours of The Company.
 - 2. The prices provided for the result of an accident, negligence, misuse in good faith, intended misuse, or as a result of any other reason, except the case where maintenance results from physical utilization of the machine from The Client.
 - 3. The prices required due to conducting replacements or installations within the machine by The Client. The Company reserves rights thereof to refrain to provide maintenance or reparations to the machine, in case the replacements or installations made by The Client, or which The Client ordered to be made, at The Company's discretion, led the machine to be dangerous or not valid for service, until The Client restores the machine to original status thereof, without prejudice to the existing rights or compensations related to any party.
- c. Accounting shall begin as from the date of signing the agreement. Accounting shall occur annually, and payment shall be in advance.
- d. Upon signing the agreement, within any month, accounting shall occur according to the number of days remaining from this month, in compliance with validity of the Accounting Cycle.
- 6. The Company shall be committed only with the damages, injuries or losses, which occur because of negligence or failure from Technical Representative of The Company, or in relation with the same. However, The Company shall assume no liability for the losses of commercial works, profits, or any other losses resulting from the same whatever the reason thereof.
- 7. The company shall warrant availability of the operating requirements, which are necessary to make the machine perform well. The prices of such requirements shall be acceptable in advance by The Client in written before supply. Payment shall be in accordance with the prices applicable when purchase.
- 8. The Company shall assume no liability for guarantee validity of the said machine in case of reparation by another mean than the Technical Representative of The Company, who is licensed to do the same.
- 9. The Client shall not be entitled to waive the agreement, or any rights or commitments herein to third parties without obtaining prior written consent from The Company. The Client shall notify The Company in written in case of disposing and transferring the machine subject herein to third parties by means of sell, waive, or pledge.
- 10.
 - a. In case of Client's violation of any clause herein, The Company shall serve a written notification thereto to identify the said violation and require to treat such violation within (14) days. In case The Client fails to treat such violation within 14 days, The Company shall revoke the agreement promptly without taking any other actions without prejudice of any rights of both parties provided herein.





- b. In case The Company fails to fulfill commitments herein, then The Client shall be entitled to revoke the agreement within 15 days as from the date of notifying The Company in written with the same, in case The Company fails to treat points of deficiency. The Company shall reserve the right regarding the payable amounts in return of the services provided by The Company for the term prior to revoking the agreement.
- 11. The machine shall be maintained and repaired on the account of The Client prior to contracting by the Technical Representative of The Company, to guarantee validity of the machine during the term of maintenance agreement.
- 12. The agreement shall be valid upon signing the agreement in addition to signing the price list as an integral part herein, by The Client or representative thereof, as well as The Company. The agreement shall be renewed automatically for similar terms, unless any party herein requires termination, provided that such party notifies the other party with its desire in written at least three months prior to the date of expiry of the agreement annually.
- 13. This agreement shall represent the entire agreement between The Client and The Company. Any conditions or representations, which are not included herein shall not be committing to The Company. Any modifications occur to the printed texts of the agreement that are not approved by General Manager of the Company shall be unapproved or not binding to The Company.
- 14. Any dispute arises herein shall be resolved by Courts of Cairo only, in accordance with the Arabic text of the agreement.
- 15. The agreement shall be executed in two counterparts. Each party shall have a copy to work accordingly when necessary.

Signature on behalf of The Client:

Name :

Title :

Company :

Stamp :

Signature on behalf of The Company:

Name :

Title :

Date :

Stamp :



Appendix 4- Lease Contract

Source Text

Legal Translation 71

عقد إيجار شقة

وفقاً لأحكام القانون رقمه لسنة 1996

إذ في يوم الموافق / / 200

تحرر هذا العقد بين كل من:

أولاً السيد / جنسيته ويمثلها في هذا العقد
السيد / مسازق بمسقطه وكسبلاً حسن المؤجر بالتوكيل وتفسير

(طرف أول مؤجر بمسقطه)

ثانياً ، السيد / الجنسيات ويحصل جواز سفر

وتمثيله في

(طرف ثاني مستأجر)

تمهيد:

يمتلكه الطرف الأول (المؤجر) الوحدة السكنية المسكنة رقم بطيخ لعمارة
بمدينته شرق الشيخ محافظة جنوب سيناء، وقد رغب المستأجر في استئجار هذه
الوحدة السكنية بقرض استعمالها مسكن خاص ولا يجوز له تغيير النشأة إلا
بعد موافقة مسرحة مكاتب من المؤجر ووافق المؤجر على التأجير وفق
الأحكام والشروط التالية:

المادة الأولى

يعتبر التمهيد السابق جزء لا يتجزأ من هذا العقد ومكتملاً ومفسراً لجميع ما جاء
فيه من بنود.

البند الثاني

يجر الطرف الأول المؤجر للطرف الثاني المستأجر القابل لتلك الوحدة السكنية الموضحة المعالم بالبند التمهيدي وذلك لمدة تبدأ من / / 200 و تنتهي في / / 20 شهر قايمة للتجديد إلا يعقد جديد واتفاق جديد وإذا رغب المستأجر في إنهاء العقد قبل انتهاء مدته فيتحمل بكامل القيمة الاجارية عن مدة العقد كاملاً.

البند الثالث

اتفق الطرفان على أن تكون القيمة الاجارية الوحدة السكنية موضوع هذا العقد هي مبلغ جنيه (فقط جنيه) شهرياً تزيد بواقع 5 سنوياً في بداية السنة السن الثانية وقد اتفق الطرفان على أن يقوم المستأجر بسداد الاجار في أول كل شهر مقابل إيصال يحدد السداد هذا بخلاف مسروقات الصيانة المعمول بها في العقار فيتحمّلها وهي عبارة عن أعمال صيانة السباكة وأعمال الكهرباء وأعمال التظلمات العامة هذا وقد قام الطرف الثاني المستأجر بدفع ما يعادل أجرة شهرين تأمين مبلغ وقدره جنيه (فقطجنيهاً) كما قام الطرف الثاني سداد القيمة الاجارية عن شهر 200 مبلغ وقدرهجنيه (فقط.....جنيهاً) على أن يرد مبلغ التأمين للمستأجر في نهاية العقد بعد تسليم العين موضوع الاجار للطرف الأول بالحالة التي استلمها عليها عن بداية الاجار وبعد توقيع المؤجر على هذا العقد إقراراً منه باستلامه مبلغ التأمين والقيمة الاجارية عن شهر 2009.

البند الرابع

في حالة تأخير المستأجر عن سداد القيمة الاجارية في موعدها المحدد يكون ملزماً بسداد غرامات تأخير بواقع 2% من القيمة الاجارية المستحقه عن الشهر المتأخر عن سداه ويعتبر اليوم الأول للشهر المتأخر المستأجر السداد فيه هو موعد التسديد الذي يبدأ في اليوم التالي منه احتساب غرامات التأخير لأن زادت

مدى التأخير على شهرين يعتبر العقد مفسوخاً من تلقاء ذاته دون حاجة إلى إقرار أو تذيير ويحق للمؤجر في هذه الحالة الرجوع على المستأجر بأية تعويضات من إخلاله بالتزاماته التعاقدية.

البند الخامس

بعد العقد مفسوخاً من تلقاء ذاته دون حاجة إلى إقرار أو إخلال قضائي في أي من الحالات الآتية:

عدم قيام المستأجر بسداد الأجرة المتأخر عليها في خلال العشرة أيام الأولى من كل شهر.

التنازل عن الإيجار أو التاجر من الباطن بدون موافقة المؤجر.

إشهار إفلاس المستأجر أو إعلان إفساره، وفي هذه الحالة لا تدخل العمى المؤجرة في أموال التاجر أو في الضمان العام للتاجر.

ويتم فسخ العقد في حالة تكاسف الطرف الثاني عن الوفاء بأية التزامات متسومة عليها في هذا العقد دون أن يتخذ إجراءات جديّة لازمة هذا الإخلال خلال خمسة عشر يوماً من تاريخ إخطاره بإزالتها دون أن ينال ذلك من أحقية الطرف الأول في المطالبة بالتعويضات إن كان لها محل.

ويقع الفسخ بموجب خطاب موجه إليه بعد الوصول بوجه إلى الطرف الثاني متضمناً الفسخ واعتبار هذا العقد مفسوخاً من تلقاء ذاته دون الحاجة إلى تذيير أو إقرار أو إصدار حكم من القضاء بذلك.

على القضاء هذا التعاقد وفقاً لما تقدم أو تكاسف الطرف الثاني عن سداد القيمة الإيجارية المستحقة فيتعين عليه أن يقوم بإخلاء ويحق للطرف الأول التنازل عن المطالبات الإجارية القانونية المكشوفة بتطبيق ذلك.

المادة السادسة

يقر الطرف الثاني المستأجر أنه قد عاين العين المؤجرة المعايير الخاصة بالناحية
للجوانب وقبول استئجارها بالحالة التي هي عليها ويقر أن الوحدة السكنية
ملائمة للغرض الذي استأجرته من أجله ويتعهد بأن يستخدمها فيما حددها.

المادة السابعة

يتعهد المستأجر بسداد أية شرائب أو رسوم أو قيم أو مبالغ أو غرامات أو
تعويضات أو مصروفات تتصل بالوحدة موضوع هذا العقد أو تنتج عن استخدامه لها
من تاريخ التوقيع على هذا العقد ولا يتحمل المؤجر بأي منها.

المادة الثامنة

لا يجوز للمستأجر التنازل عن هذا العقد أو تأجيله الوحدة السكنية موضوع هذا
العقد من الباطن كلياً أو جزئياً بأي حال من الأحوال دون موافقة مكتوبة
مريحة من المؤجر وفي حالة قيامه بذلك دون حصوله على موافقة المؤجر
المكتوبة يعتبر هذا العقد مشروطاً من تلقاء ذاته دون حاجة إلى إقرار أو تذييل أو
إجراء قضائي.

المادة التاسعة

لا يحق للطرف الثاني المستأجر إجراء أية تعديلات في الوحدة السكنية إلا
بموافقة مكتوبة من المؤجر بذلك وإذا خالف ذلك يعتبر هذا العقد مشروطاً
من تلقاء ذاته له عمل الديكورات وأجهزة التكييف التزاماً شريطة ألا يحد
ذلك بسلامة العمار الذي يحوي الوحدة السكنية موضوع الإيجار ويتعهد
المستأجر بإجرائها بما يتفق والأمور الفنية على أن يتحمل المستأجر مصاريف
المصروفات والنقبات والمسئوليات الناتجة من ذلك.

البند العاشر

إذا خالف المستأجر شروط هذا العقد يعتبر هذا العقد منسوخاً من تلقاء ذاته دون حاجة إلى تلبية أو إنذار ويتحمل المستأجر بسداد تكامل الأيجار المستحق عن المدة المتبقية.

البند الحادي عشر

في حالة أي نزاع لا قدر الله قد ينشأ بخصوص تنفيذ هذا العقد ويكون التمسك فيه من اختصاص محكمة جنوب سناء للأمور المستعجلة وتتنازل الطرفان من الآن عن كلتا درجات التقاضي على أن يكون الحكم الصادر من محكمة الأمور المستعجلة نهائياً وبإثبات.

البند الثاني عشر

يعتبر العنوان المبين قرين اسم كل طرفي العقد موثقاً مشتركاً له في تكاليف المراسلات المتعلقة بهذا العقد.


البند الثالث عشر

تحرر هذا العقد من نسختين بيد كل طرف نسخة للعمل بموجبها عن اللزوم.

الطرف الأول (مؤجر)

الطرف الثاني (مستأجر)

Translation A

**ACT**
مركز القعيد للترجمة
Al-Qayid Center for Translation

العليا فيو - مكتب فيو - مكتب الثاني
مبنى 45848 الرياض 11473 السعودية
موبايل: +966 50 1347303
تلفاكس: +966 11 2970994
ترخيص رقم 289
alqayid.translation@gmail.com

Olaya View, Office 4933, Lt
P.O.Box 54848 Riyadh 1151
Mobile: +966 50 1347303
Telefax: +966 11 2970994
License No. 289

Apartment Lease Contract
According to the provisions of Law No. 4 year 1996

On this day / / 20 , this contract has been entered into by and between:

I: Mr. _____, of _____ nationality, herein represented by Mr. Tariq, in his capacity as the attorney of the lessor under power of attorney No. _____, resident of _____ (First Party, lessor)

II: Mr. _____, of _____ nationality, holder of passport No. _____, resident of _____ (Second Party, lessee)

Recitals:

The First Party (lessor) owns the residential unit No. _____ located at Khaleej Neamah, Sharm Alshaikh city, South Sinai Governorate. The lessee wishes to rent this residential unit to use as a private residence and he may not change the activity except with the prior express written approval of the lessor, and the lessor agreed on such lease in accordance with the following terms and conditions:

Article 1:

The above recitals shall constitute an integral part of this contract, complementing and interpreting all its items.

Article 2:

The First Party (lessor) has leased to the second party (lessee), who accepted the lease, the residential unit indicated in the above recitals, for a period that commences as from: / / 200 and expires on / / 200 , non-renewable

للتصير مسئولية المركز على صحة الترجمة، وهو غير مسئول عن صحة الوثيقة المطلوب ترجمتها

except with a new contract and new agreement. If the lessee wishes to terminate the contract before its term, he shall pay the whole due rental value for the whole lease period.

Article 3

Both parties agree that the rental value for the residential unit subject of this contract is an amount of LE. _____ (Only _____ Egyptian Pounds) per month, to increase at --% annually, at the beginning of the second year. Both parties agree that the lessee shall pay the rental value at the beginning of each month against a receipt voucher. This is in addition to the applicable maintenance charges in the building will be paid by the lessee. Such charges include maintenance of plumbing, electricity, general cleaning works. The second party has paid an amount equal to the rental value of two months as a security deposit amounting LE. _____ (Only _____ Egyptian Pounds), and the second party has paid the rental value for the month of _____ 200 , an amount of LE. _____ (Only _____ Egyptian Pounds). The security deposit amount shall be returned to the lessee at the end of the contract term after handing over of the premises subject of this contract to the First Party in the same condition as received at the beginning of the lease, upon the lessor's signing this contract and declaring receipt of the security deposit and rental value for the month of _____ 200 .

Article 4

If the lessee delayed payment of the rental value than the due time, he shall pay a delay penalty of 2% of the due rental value for the delayed month. The first day of the month of due payment shall be the due time of payment for which the following day will be calculated in regards to the delay penalty. If the delay period exceeded two months, the contract shall be automatically cancelled without notice or warning, and the lessor shall have the right to claim from the lessee any compensations for violation of the contractual obligations.



Article 5

The contract shall be considered automatically cancelled without justifications or legal action in the following cases:

- Lessee's failure to pay the agreed rental value within the first ten days of the month.
- Assignment of the lease or subletting the premises without the lessor's approval.
- If lessee is declared bankrupt or insolvent, in such case the leased premises shall not be included within the bankruptcy or warranty for debtors.

The contract shall be cancelled if the lessee failed to fulfill any of its obligations stipulated in this contract without taking serious action to rectify such violation within fifteen days from the date of notice. However, the lessor shall have the right to claim compensation if due. The cancellation shall be upon a letter sent by registered mail with receipt to the second party, including the cancellation and considering the contract automatically cancelled without notice or warning or issuance of legal verdict in this regard.

Upon termination of this contract as stated above, or upon second party's failure to pay the due rental value, he shall have to vacate the premises and the First Party shall have the right to take all the legal procedures to achieve the purpose.

Article 6

The second party declares that he has fully and completely inspected the leased premises properly before renting it in its current condition and declares that the residential unit is valid for the purpose for which it is leased and declares that he will use it in the purpose determined herein.

Article 7



The lessee shall pay any taxes, charges or the value of any violations, penalties, compensations or expenses related to the unit subject of this contract or result in his use of the unit as from the date of signing this contract and the lessor shall not bear any of the above.

Article 8

The lessee may not assign this contract or sublet the residential unit subject of this contract partially or wholly in any way without the express written approval of the lessor. If the lessee did the same without the written approval of the lessor, this contract shall be considered automatically cancelled without notice, warning or legal action.

Article 9

The second party may not make any amendments to the residential unit without the written approval of the lessor. In case of violating the same, the contract shall be considered automatically cancelled. He may make décor works and required air conditioners provided that the same shall not violate the safety of the property containing the residential unit subject of this lease. The lessee shall make the same in a manner compatible with the proper technical principles and shall bear all relative expenses, charges and resulting consequences.

Article 10

If the lessee violated the conditions of this contract, the contract shall be considered automatically cancelled without notice or warning and the lessee shall bear all the due rental value for the remaining period.

Article 11



In case of any dispute, God forbid, that may arise due to the implementation of this contract, the court of South Sinai for Summary Procedures shall be the competent authority to settle the same. Both parties waive all classes of jurisdiction, provided that the verdict issued by the court of summary procedures shall be final and binding.

Article 12

The address indicated before the name of both parties shall be the selected location for all correspondence related to this contract.

Article 13


This contract has been executed in two copies, of which each party received one to act accordingly.

First Party(Lessor)

Second Party (Lessee)



Translation B



Apartment Lease according to the provisions of the law No. 4 of 1996
 On / / / 200 corresponding
 This contract concluded between:

First: Mr. _____, nationality _____, represented in this contract by Mr. Tarek, in his capacity as a representative of the lessor by power of attorney and residing in _____.
 (First Party, the Lessor)


Second: Mr. _____ nationality _____
 Holds Passport No. _____, and residing in _____
 (Second Party, the Lessee)

Preamble
 The First Party (the Lessor) owns the residential unit located in Naama Bay in Sharm El-Sheikh, South Sinai Governorate. The lessee wished to lease this residential unit for using it as a private accommodation, and he shall not change the activity unless after written clear approval of the lessor and the lessor has agreed on leasing according to the following terms and conditions:

First Clause:
 The previous preamble is an integral part of this contract, and supplementary and construing for all mentioned clauses in the contract.

Second Clause:
 The First Party "the Lessor" leased to the Second Party "the Lessee" the residential unit which clearly defined in the preamble for a period of / /200, and ends on / / 20 , and it shall be nonrenewable unless by a new contract and new agreement. In addition, should the lessee wished to terminate the contract before its expiry, the lessee shall pay all rental value for the whole duration of the contract.

Third Clause:



مكتب المحاماة والعدل في جنوب سيناء - 809 طريق القناة - برج توكسانور - الشان - القناة - الجناح الرابع - البرج الجديد - 11111 - 11111 رقم التليفون 069 - 069
 South Sinai Chamber of Notaries: 809 King Fahd St., Taka Tower, Canal Project, Sharm El-Sheikh, Egypt. Tel: 069-0690690



Both parties have agreed that the rental value of the residential unit, subject matter of the contract, is the amount _____ pound only monthly that increases with percentage % annually at the beginning of the second year. In addition, both parties have agreed that the Lessee shall pay the rental value at the beginning of each month in exchange for a receipt that documents the payment, as well as the applicable maintenance expenses in the property, and he has to bear it accordingly, which are the plumbing maintenance works, electricity works and general cleaning works. Moreover, the second party "the lessee" has paid the equivalent of two months rental value as security deposit of _____ pound (only _____) (only _____). In addition, the second party has paid the rental value of the month 200, which amounts _____ pound (only _____ pound), provided that the amount of the security deposit shall be returned to the lessee at the end of the contract after handing over the leased premise, the subject matter of the lease, to the first party in the same case he received it at the beginning of the leasing, and after signing by the lessor on this contract for confirming his receiving of the amount of security deposit and rental value of the month _____2009.

Fourth Clause:

Should the lessee delays the payment of the rental value in its specified time, he shall pay a delay fine with percentage 2% of the due rental value of the month during which the rental value is payable. In addition, the first day of the month in which the lessee has to pay in is the date of payment, the next day the delay fine shall be calculated, and if the duration of delay has exceeded two months, the contract is automatically terminated without the need to notification or warning. Moreover, the lessor is entitled in this case to demand a compensation from the lessee for his breach of the contractual obligations.

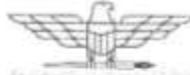
Fifth Clause

The contract is automatically terminated without the need for excuses or taking judicial procedures in any of the following cases:

- Non-payment by the Lessee of the agreed rental value within the first ten days of each month.
- Waiving the rental value or sub-leasing without the approval of the lessor.
- Bankruptcy of the lessee or his insolvency, and in such cases, the leased premise does not fall within in the bankrupt's estate or in the general guarantee of creditors.

The contract shall be terminated in case of non-fulfilling by the second party of his obligations stipulated in the contract without taking serious procedures for removing this breach within fifteen days from the date of being notified to removing such breach without affecting the right of the first party in claiming the compensation if it has a





reasonable reason, and the termination occurs as per a letter with acknowledgement of receipt which shall be sent to the second party stating the termination and considering this contract automatically terminated without the need for notification, warning, or issuing a judgment from the court thereof.

Upon expiry of this contracting according to the above-mentioned or negligence by the second party of payment of the due rental value, he shall vacate the unit and the first party is entitled to take all legal procedures to achieving this.

Sixth Clause

The Second Party "the Lessee" acknowledges that he has fully inspected the leased premise with due diligence, and before leasing it in the same condition, and acknowledges that the residential unit is valid for the purpose that it has been leased for, and undertakes to use it in the determined method.

Seventh Clause:

The Lessee adheres to pay any taxes, charges or value of any violation, fines, compensation or expenses related to the unit, the subject matter of this contract, or arise because of using it from the date of signing this contract and the Lessor shall not bear anything of it.

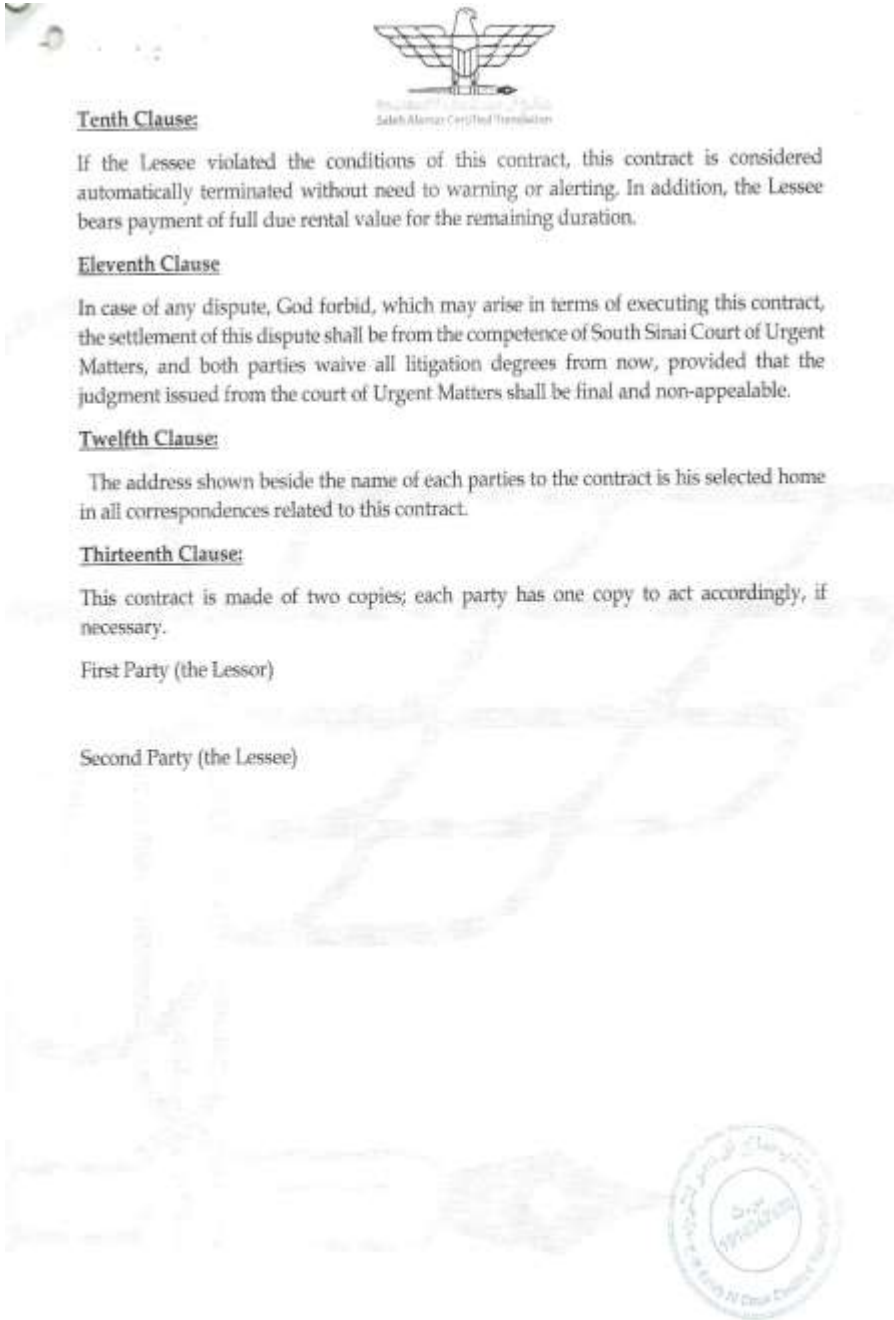
Eighth Clause:

The Lessee shall not waive this contract or sublease the residential unit, the subject matter of the contract wholly or partially in any case without a clear written approval by the Lessor, and in case of doing so without obtaining the written approval of the lessor, this contract is deemed automatically terminated without the need for warning, alerting or judicial procedure.

Ninth Clause:

The Second Party is not entitled to make any amendments in the residential unit unless by a written approval from the Lessor, if otherwise, the contract is considered automatically terminated, and the lessee has the right to make the decorations and air conditioning needed, provided that, they shall not affect the safety of the property which contains the residential unit, the subject matter of the lease. In addition, the Lessee shall adhere to conducting it in a manner which goes a long with the technical principles, provided that the Lessee shall bear all costs, expenses and responsibilities resulting thereupon.





Translation A



ACT
مركز الشعيبد للترجمة
Al-Quayid Center for Translation

العليا فيو - مكتب ٤٠٣٣ الطابق الثاني
ص.ب. ٥٤٨٤٨ الرياض ١١٤٦٤ السعودية
هاتف: ٩٦٦ ٥٠ ٤٤٧٣٠٣
هاتف: ٩٦٦ ١١ ٤٨٧٠٩٤٢ / ٢٢٧٠٨٨٤
ترخيص رقم ٢٨٩
alquayid.translation@gmail.com

Olaya View, Office 4033,
P.O.Box 54848 Riyadh-11
Mobile: +966 50 447303
Telefax: +966 11 2970994 / 8870643
License No. 289

Car Sale Contract

- First party :, address:,
national number / passport number

- Second party :, address:
....., national number / passport number

Recitals:

Whereas the first party is the owner of the private / general car, type:
....., color:, with plate No., registered
under No., with motor No., chassis No.
....., model:, and whereas the second party
wishes to purchase the said car,

Both parties agree as follows:

1. The above preamble shall be constitute an integral part thereof and shall be jointly read together.
2. The first party sells the above mentioned car to the second party against an amount of
(figures and letters) Jordanian Dinar.
3. The first party declares that the sold car is fully owned by him and completely under his possession without any disputes, and no balance amounts, liens, debts, liabilities or any other in kind rights are due on it, including all kinds of taxes, charges, compensation for accidents or traffic penalties.



تقتصر مسؤولية المترجم على صحة الترجمة، وهو غير مسؤول عن صحة الوثيقة المطلوب ترجمتها

4. The second party declares that he has fully and completely inspected the said car and examined it through the relative specialized shops, and that he purchased the car as is, without the right to claim anything from the vendor.
5. Both parties agree that the payment method shall be as follows:
 - a. An amount of Jordanian Dinar shall be paid upon signing this contract.
 - b. The balance amount of Jordanian Dinar shall be paid on monthly installments of Jordanian Dinars, to be paid at the beginning of each Gregorian month under bank checks.
6. The first party shall assign the above mentioned car to the second party and register the car in his name with the license department, upon the second party's completion of payment of the monthly installments.
7. The first party shall enable the second party to use the above car completely as from the date / /20 .
8. The second party, as from the date of receiving the car, shall bear all penal and civil liabilities resulting from driving the said car, and shall bear all license and insurance charges as from such date.
9. Both parties agree that this sale is absolute and final and no party may revoke such sale for any reason, otherwise:
 - a. if the first party revoked the sale or violated any of his obligations under this contract, he shall return the amount received in cash, based on the checks paid up to the date of sale revocation, and the remaining checks shall be considered as security with the first party and shall return them to the second party, and may not submit the same to the drawee bank and / or endorse the same to any third party, under penal clauses, and may not claim the car value remaining with the second party.



b. If the second party revoked the sale or violated any of his obligations under this contract, he shall pay the value of car use during the period in which he possessed the car, amounting Jordanian Dinar per day.

10. In case of any dispute, the courts of Amman shall be the competent authorities to consider such dispute.

11. This contract consists of 11 articles, including this one, and issued in two originals, of which each party received one to act accordingly.

Date of issue :/...../.....

First Party
Full name:
Signature:

Second Party
Full name:
Signature:

First witness

Second witness



Translation B



First Party:

Address:
ID / Passport No.:

Second Party:

Address:
ID / Passport No.:

Preamble

Whereas the First Party owns the Private/ Public Car, Type, Color, Board No., registered under No., Motor No., Chassis No., Model

Whereas the Second Party wishes to buy this car,

It has been agreed as follows: -

1. The Preamble of this contract is deemed an integral part of this contract, supplements and complements it.
2. The First Party shall sell the above-mentioned car to the Second Party in return for an amount of (in words and figures) Jordanian Dinar (JD).
3. The First Party undertakes that the sold car shall be his sole and exclusive property, and not subject to any dispute. He also undertakes that the car is not entitled to a price balance, any mortgages, debts, privileges, rights in kind whatsoever, including taxes, fees, compensation for accidents caused or traffic fines.
4. The Second Party acknowledges that he has examined the sold car, due inspection preventing ignorance, and has inspected it completely with the competent workshops. He also acknowledges that he has agreed to buy the car according to its existing case, without any responsibility on the seller whatsoever.
5. The parties agreed on the payment method as follows: -





- A. The Second Party shall pay an amount of (JD -----) at the signature of this contract.
- B. The remaining amount (JD -----) shall be paid on monthly installments of (JD -----). These installments shall be paid at the beginning of every Georgian Month under bank cheques.
- 6. The First Party shall transfer the ownership of the sold car to the Second party and register it under his/her name with Licensing Department of Transport once the Second Party completed the payment of the monthly installments.
- 7. The First Party shall enable the Second Party of the use of the said car as of ----/----/20--G.
- 8. The Second Party shall bear all the criminal and civil responsibility arising out of driving the said car as of the date of receipt the car. In addition, he/she shall assume all the costs of licensing and insurance as of this date.
- 9. The Parties agreed that this sale is final and irrevocable. No party shall have any right to cancel it for any reason whatsoever. Otherwise, the following shall apply:
 - A. If the First Party cancels this sale contract or breaches any obligation under it, then he shall refund all the cash amounts received, in accordance with the paid cheques until the date of cancelation of the sale contract. The First Party shall keep the remaining cheques as a custody. He shall return them to the Second Party, and shall not submit them to the drawee bank and/or submitting them to any third party, under legal accountability. He has not any right to claim the fare cost of the car, which was at the disposal of the Second Party.
 - B. If the Second Party cancels this sale contract or breaches any obligation under it, then he shall pay an allowance in return for the use of the car for the period, when the car was at his disposal. This amount is estimated at (JD -----) per day.
- 10. In case of any dispute between the parties, the Courts of Amman shall have the competent jurisdiction to settle such dispute.
- 11. This contract consists of 11 Clauses, including this Clause. It has been executed in duplicate, a copy for each party to work thereupon, when necessary.

This contract is made on ----/----/-----.

	First Party	Second Party
Full Name:		
Signature:		
	First Witness	Second Witness



مكتب صالح في دور الترجمة المنشأة: 443 طريق الملك عبد الله - العليا - الرياض - الرمز البريدي 11553 - 11554 هاتف: 011-4614644 من 10 إلى 14:00
 199B, Avenue Des Nations, 15/25 King Fahd Bld, Research Center, Great Blyden, ap code 12219-0801 Nigéria 00222020386 www.eajournals.org

Appendix 6 Selected Samples from Contracts

Source	Translation A Al-Quayid translation office	Translation B Saleh Al-Omar translation office	Sentence
Employment Contract Appendix 1	The Employee acknowledges that his address at the end of this Contract shall be the address to which all notices relating to or arising from the present contract or employment are addressed	The Employee acknowledges that his address stated at the beginning of this contract shall be the address used to receive all the notifications related to or resulted from the current contract, or from the job.	1. يقر الموظف بأن عنوانه الموضح بصدر هذا العقد هو العنوان الذي توجه إليه جميع الإخطارات المتعلقة أو الناتجة عن العقد الحاضر أو عن الوظيفة.
	The employee is obliged to perform his work himself in the fullest manner	The Employee shall perfectly perform his work by himself	2. يلتزم الموظف بأداء عمله بنفسه على الوجه الأكمل.
	The Bank shall have the right to assign to the employee any other appropriate job at the discretion of the Bank, provided that the employee's fixed financial rights shall not be affected.	The Bank shall have the right to assign any other appropriate job to the Employee according to the Bank's discretion, provided that the stated financial rights of the Employee shall not be prejudiced.	3. للبنك الحق في تكليف الموظف بأي وظيفة أخرى مناسبة وفقاً لتقدير البنك، شريطة أن لا تمس الحقوق المالية الثابتة للموظف.
	He shall abide by all internal instructions and circulars issued by the Bank as an integral part of his core business obligations within the Bank.	He shall follow all instructions, internal circulars that are issued by the Bank as they are considered as an integral part of the core commitments of his work in the Bank.	4. اتباع جميع التعليمات والتعاميم الداخلية التي يصدرها البنك باعتبارها جزء لا يتجزأ من التزامات عمله الجوهرية داخل البنك.
	The Employee undertakes to do his best to perform his duties with all necessary care and attention without delay or negligence.	The Employee undertakes to do his best effort to perform his duties with the necessary care and interest and without delay or negligence.	5. يتعهد الموظف ببذل قصارى ما في وسعه لأداء واجباته بكل العناية والاهتمام اللازمين و دون تأخير أو إهمال.
Accordingly, it has been agreed with the mutual	Accordingly, for good consideration it is agreed	6. تم الاتفاق بالرضى والقبول المتبادل بين كل من البنك	

	consent and acceptance between both the bank and the employee, in their full legal capacity, as follows:	between the parties, with their full legal capacity, as follows:	والموظف وهما يتمتعان بكامل الأهلية الشرعية والقانونية المعتبرة.
	Referring the disputed to arbitration shall be subject to the prior written consent of the Bank. Without such consent, settlement of the dispute shall be through the judicial authorities in the Kingdom.	It is conditioned for such referral of the conflict to obtain the prior written contest from the Bank; and without such contest, the adjudication in such conflict shall be through jurisdiction entities in the Kingdom.	7. يشترط لإحالة النزاع للتحكيم موافقة البنك مسبقاً وكتابياً، وبغير هذه الموافقة يكون الفصل في النزاع عن طريق جهات الاختصاص القضائي بالمملكة.
Maintenance Contract Appendix 3	The company shall consider the possibility of offering the service at the new address	The Company shall reconsider the ability to provide the service at the new address.	8. تقوم الشركة بإعادة النظر في إمكانية تقديم الخدمة في العنوان الجديد.
	If the client did not rectify the violation within 14 days, the contract shall be terminated immediately without any other action by the company, notwithstanding the rights of both parties under this contract.	In case The Client fails to treat such violation within 14 days, The Company shall revoke the agreement promptly without taking any other actions, without prejudice of any rights of both parties provided herein.	9. إذا لم يتم العميل بتدارك الإخلال في ظرف 14 يوماً يفسخ هذا العقد على الفور بدون أي إجراء آخر من جانب الشركة مع عدم المساس بحقوق أي من الطرفين بموجب هذا العقد.
	If the company violated its obligations under the contract, the client shall have the right to terminate the contract within 15 days from his written notice to the company of the same, if the company failed to rectify the violation	In case The Company fails to fulfil commitments herein, then The Client shall be entitled to revoke the agreement within 15 days as from the date of notifying The Company in written with the same, in case The Company fails to treat points of deficiency	10. في حالة عدم وفاء الشركة بالتزاماتها في العقد يحق للعميل أن يفسخ العقد خلال 15 يوماً من إخطاره للشركة كتابة بذلك إذا لم تقم الشركة بتدارك موطن الخلل.
	The company will ensure the visit of an engineer when necessary at each time the client sends us a repair request.	The company shall warrant a visit of an engineer of the company whenever necessary, each time The Client applies for reparation.	11. ستضمن الشركة زيارة أحد المهندسين كلما دعت الضرورة في كل مرة يبلغ فيها العميل طلب اصلاح.
Lease Contract Appendix 4	The security deposit amount shall be returned to the lessee at the end of the contract term after handing over of the premises subject of this contract to the First Party in the same condition as received at the beginning of the lease	Provided that the amount of the security deposit shall be returned to the lessee at the end of the contract after handing over the leased premise, the subject matter of the lease, to the first party in the same case he received it at the beginning of the leasing	12. أن يرد مبلغ التأمين للمستأجر في نهاية العقد بعد تسليم العين موضوع الايجار للطرف الأول بالحالة التي أستلمها عليها عند بداية الإيجار.
	The address indicated before the name of both	The address shown beside the name of each parties to	13. يعتبر العنوان المبين قرين اسم كل طرفي العقد موطننا

	parties shall be the selected location for all correspondence related to this contract.	the contract is his selected home in all correspondences related to this contract.	مختاراً له في كافة المراسلات المتعلقة بهذا العقد.
	The above recitals shall constitute an integral part of this contract	The previous preamble is an integral part of this contract.	14. يعتبر التمهيد السابق جزء لا يتجزأ من هذا العقد.
Marriage Contract Appendix 2	Marriage Contract Register for Saudis	Recording of Marriage Contract for Saudi Citizens	15. ضبط عقد زواج سعوديين
Sale Contract Appendix 5	In case of any dispute, the courts of Amman shall be the competent authorities to consider such dispute.	In case of any dispute between the parties, the Courts of Amman shall have the competent jurisdiction to settle such dispute.	16. في حال نشوء أي نزاع تكون محاكم عمان هي صاحبة الاختصاص بالنظر في هذا النزاع.
	The first party declares that the sold car is fully owned by him and completely under his possession without any disputes	The First Party undertakes that the sold car shall be his sole and exclusive property, and not subject to any dispute.	17. يلتزم الفريق الأول بأن تكون السيارة المبيعة مملوكة له ملكية خاصة ، وأن يضع اليد عليها بصفة ظاهرة وهادئة ومستمرة ولا ينازعه أحد في ملكيتها
	If the second party revoked the sale or violated any of his obligations under this contract, he shall pay the value of car use during the period in which he possessed the car	If the Second Party cancels this sale contract or breaches any obligation under it, then he shall pay an allowance in return for the use of the car for the period, when the car was at his disposal.	18. في حال رجوع الفريق الثاني ، أو عدم التزامه بماورد في هذا العقد ، فإنه يلتزم بدفع بدل أجره عن استعمال السيارة عن الفترة التي كانت تحت يده.



Appendix 7 Semi-structured Interview

The Department of English Language and Literature at the College of Language and Translation, Al-Imam Muhammad Ibn Saud Islamic University, has given the researcher an approval to conduct this interview. The aim of this interview is to gather information from translators who are specialists in the field of legal translation to support the findings of the research study. We highly appreciate your participation in this interview and greatly value your honest-and-detailed-responses. Please be assured that your responses will be used only for research purposes.

Translator's name: _____

Age: 18 24 25-39 40-60 60 and older

Gender: (Male Female)

What is your mother language?

How many languages do you speak and what are they?

What is the highest degree or level of school you have completed?

Diploma Bachelor's Degree Master's Degree PhD

How long have you been working as a translator?

How long have you been working as a legal translator?

Have you attended any workshops on translation? (Please name them)

Have you attended any workshops on legal translation? (Please name them)

Have you attended any training courses in translation? (Please name them)

Have you attended any training courses on legal translation? (Please name them)

Do you hold any certifications as a translator? (Please name them)

Do you hold any certifications as a legal translator? (Please name them)

What challenges do legal translators encounter when translating legal documents?

What challenges do legal translators encounter when translating legal contracts?

What possible solutions could be offered to help translators overcome these challenges?

What translation procedures do you use to translate legal texts, especially legal contracts?

Do you have any background on the concept of equivalence in translation theories, especially functional equivalence?

Yes (No (Uncertain (specify) _____

Have you heard about Nida's formal and dynamic equivalence and the principle of equivalent effect?

Yes (No (Uncertain (specify) _____

Which of the following resources do you usually use for translating legal contracts?
Please check (√) the box that best corresponds to your answer:

Resources	Yes	No	Specify
Printed dictionary			
Online dictionary			
Personal dictionary (Compiled by the Translator)			
Glossary			
Printed specialized books			
Online specialized books			
Translation memories			
Translation engines			
Encyclopedias			
Blogs			
Online forums			
Translation journals			
Magazines			
Experts' consultations			
Other (specify)			

THANK YOU FOR YOUR COOPERATION

If you have any questions or concerns regarding this research, please contact the researcher via e-mail.

AtheerAlsaeed@hotmail.com