

Translators terms and conditions

1. Definitions

1.1. The following definitions apply to these terms and conditions.

‘The Company’ means Language Linx Ltd

‘Client’ means the person, firm, and organisation, statutory or corporate body together with any subsidiary or associated units to whom the Language Provider is engaged.

‘Engagement’ means any use of the Translator’s service on a temporary basis.

‘The ‘Contract means the written agreement between the Client and the Language Provider for the provision of linguistic services, for which a pre-agreed payment is proffered by the Company to the Language Provider.

2. PROFESSIONAL ABILITIES

The Company aims to establish a long-term, mutually beneficial relationship with its language providers. The language providers must only accept work which they consider to be within their professional abilities.

3. CONFIDENTIALITY

The language provider undertakes not to accept work directly from The Company clients without a prior written Purchase Order from The Company. All material sent by The Company including, original documents, translations, glossaries and translation memories are strictly confidential. You are bound by a Confidentiality Agreement to ensure privacy of the work undertaken and that you undertake not to disclose any information of any nature whatsoever, concerning The Company, its Clients, translation/interpreting work undertaken, which have been obtained during the provision of your services and in future without time limitation, to any third party.

4. COPYRIGHT

The Company holds directly or indirectly (via our client) all the rights on the material, written, spoken or recorded, and are authorised by the owner(s) of the copyright to carry out the translation.

The rights of any work undertaken by language providers for The Company, in any form, whether written, spoken or recorded remains the property of The Company at all times.

5. Booking Confirmation

Language Providers must not start any job without an official booking confirmation.

This numbered booking confirmation order specifies where to find the terms of the work clearly. Language Providers must confirm the receipt of this booking confirmation to The Company before the start of any project. The number of this purchase order is therefore unique and serves as a reference for all official correspondence.

6. QUALITY CONTROL

The Company expects a good standard of work. If the job does not meet the required standards The Company will use the services of another language provider to revise/redo the job, the cost incurred will be deducted from the original language providers fees.

All translations provided to The Company by the Language Provider are subject to the following quality control measures:

- * The Company must be notified of any missing pages/text.
- * Translated text already on the document or any other translated resource found on the internet could be machine translated and terminology unreliable.
- * Retain rough layout/format (bold, italics, underlines)
- * Include document name/number in Header (if applicable).
- * Include page number or other identification/footer in Footer (if applicable).
- * Some documents need to have the line numbers in the left-hand margin of the document (go to File > Page Setup > Layout > Line numbers > tick on Add line numbering and choose Restart each page, Count by 5).
- * Where text can incur unnecessary spaces, please close up words, expressions, formulae, etc. where possible, of course without contravening any established spelling conventions. This helps us maintain very competitive quotes without clients and acquire more work for our translators.
- * If the file has graphics, diagrams, pictures with text in or around, leave a space for it, adding the corresponding translated reference or caption/heading and adding any text to be translated within the graphics, diagrams, pictures
- * 2nd Proofread

- * Spell check
- * Double check all numbers, formulae, tables, dates, emails, addresses.
- * Count number of paragraphs / lines / bullet points to match original documents (3 out of 10 translations have at least one line or paragraph missing).
- * Check indentations, paragraph numbering
- * You may be required to do a final check after page-make up if DTP / typesetting is involved.
- * Please write any language provider notes in both the source and target languages (unless the target language is English)
- * Track Changes Off (for translations), Track Changes On (for revisions).

7. DEADLINE

If the deadline (date, time) for submitting translations or interpretation start time specified in The Company's booking confirmation is not met, The Company will consider the booking confirmation null and void. In such an event we are released from any obligation towards you and more particularly any total or partial financial obligation.

8. CANCELLATION

In the event of cancellation of an order by our client, The Company will compensate you for the work supplied up until the cancellation.

9. CONTACT

If the Language Provider has any doubt about their capability to carry out the translation or has any queries relating to the translation, please contact The Company immediately. If the material which has been sent to the Language Provider has inaccuracies, ambiguities or is illegible you must inform us The Company immediately in writing.

10. GENERAL PROVISIONS

By accepting to work for The Company, you are bound by the terms and conditions in this document. Please ensure that you have read those terms carefully.

11. PAYMENT

The payment terms are, unless otherwise agreed, 45 days from your invoice date.

12. COMPLAINTS AND DISPUTES

Should the language provider have a complaint, please contact The Company first and we will do our utmost to resolve it.

In the case of an unresolved dispute in respect of quality, accuracy or payment, the adjudication of a court of law in Canada shall be used; whose decision shall be binding and final. Any costs arising from the adjudication process will be borne by the party which court decision favoured against

In case of a Contract exists in the English as well as another language, the interpretation of the English language Contract shall be binding.

13. SOLICITATION

The Language Provider acknowledges that they will not during the term of the Contract with the Company or within 18 months after termination of the said Contract, solicit or takeover or attempt to solicit or takeover any of the Company's clients they have become acquainted with, dealt with, called on, or otherwise know by virtue of working for The Company. Or whom they otherwise know or have reason to know as a business or contractual relationship with the Company. This Agreement applies whether the prospective solicitation or contact is contemplated directly, or on behalf of any other person, company or organisation.

14. MODIFICATIONS

From time to time, The Company reserves the right to make changes to this Contract.

Governing Law.

This Contract shall be governed by the laws of Canada.