

Terms and Conditions for Translators and Interpreters

1. DEFINITIONS

'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 or Interpreter'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.

'Language Provider' means the individual who is agreeing to undertake a commission of a linguistic nature on behalf of UK Language Solutions

1.2 The headings contained in these Terms & Conditions are for convenience only and do not affect their interpretation.

2. PROFESSIONAL ABILITIES

The Company expects that Language Providers will only accept work which they consider to be suited to their skills and experience, while the Company aims to promote long term, mutually beneficial relationships with its language providers.

3. CONFIDENTIALITY

The Language Provider agrees that all material received from the Company, which includes original documents, translations, glossaries, or translation memories should be kept intact in the strictest confidence. You are bound by a Confidentiality Agreement which dictates that all work should be conducted in the strictest confidence and that under no circumstances should you disclose any information at any time regarding the Company, its Clients, or the work undertaken which have been obtained during the provision of your services and in future without time limitation, to any third party.

4. BOOKING CONFIRMATION

Before you start work, The Company will send by email, post or fax an official booking confirmation which outlines the nature of the assignment with key information such as the date, time, duration and nature of the work. Language Providers must not start any assignment without confirming receipt of the same.

5. DEADLINE

Where a Language Provider fails to meet a deadline for either translation or interpreting work as outlined in the booking agreement, and fails to provide a reasonable excuse, The Company will render the contract null and void. In such circumstances, we are not under any obligation to provide any part or full payment for your endeavours.

6. PAYMENT

6.1 The Company agrees to pay the Language Provider a total fee in accordance with the current rates for translation or interpreting work as confirmed in the booking confirmation. The Company reserves the right to make changes to such rates at our own discretion and at any time, as we deem fit.

6.2 The payment terms are, unless otherwise agreed, 45 days from receipt of your timesheet or invoice following completion of an assignment.

6.3 The Company has no liability in respect of any calculation of tax, National Insurance or any other deductions or contributions made from the money owed to a language provider.

7. LANGUAGE PROVIDER LIABILITIES

7.1 The Language Provider is considered to be a self-employed contractor at all times and not an employee of the Company.

7.2 The Language Provider will exercise reasonable skill and care in providing translation or interpreting services to the Client in line with professional industry standards and our own terms and conditions.

7.3 The Language Provider shall always keep confidential all information imparted by ourselves or the Client, and shall not disclose any such information to any third party unless requested by law.

7.4 Except in the case of death or personal injury caused by the Company's negligence, or as expressly provided in these terms, the Company shall not be liable to the language provider for any representation (unless fraudulent), or any implied warranty, condition or other term, for any duty at common law, for any loss of profit or any indirect, special or consequential loss, damage, cost, expenses or other claims which may result from the

provision of services or their use by the Client.

7.5 The language provider will indemnify the Company against all liabilities, losses or costs that the Company may incur, in consequence of any claim that may be made against the Company concerning the content of any translated document or interpretation.

8. CONTACT

Should the Language Provider have any doubts concerning their ability to perform the work or have any queries regarding their assignment, they should contact the Company without delay. If you find the materials we have sent you contain inaccuracies, ambiguities or are illegible, please contact us by phone or email immediately.

9. INTERPRETING

9.1 The Company shall contact the Interpreter by either phone, email, text or any other convenient method of communication to confirm the details of the assignment prior to the commencement of the assignment.

9.2 The Interpreter will receive a timesheet along with a booking confirmation by email or post, which should be signed by the Client following completion of the work.

Time Sheets and ID

9.3 The Language Provider is responsible for taking their timesheet to the assignment, and shall obtain the Client's signature on completion of the work. Your timesheet is an important document that maintains a record of the hours you have worked. Failure to submit a timesheet may result in delayed or non-payment.

9.4 The Language Provider agrees to complete the timesheet in full and to the best of their ability, in line with the Company's terms and conditions of service.

9.5 All timesheets must be submitted by email, post or fax within 5 days of the end of the assignment. Failure to do so may result in us withholding your payment until the appropriate timesheet has been received.

9.6 The Interpreter is responsible for taking a form of their own personal identification with them to the Client's premises or meeting place, in line with our Code of Conduct and terms and conditions. Failure to do so may result in the Interpreter not being admitted by the Client, and or delay or cancellation of the meeting where interpretation services are expected to be performed.

9.7 The Company is not in any way responsible for the Language Provider's failure to take their personal ID with them to any meeting or event where they are involved in the provision of interpretation services.

Payment

9.8 The Company agrees to pay the Interpreter a fee for services rendered in addition to mileage and travel time rates as stated in the booking confirmation. Where the Interpreter uses public transport, we agree to reimburse the cost of their public transport expenses as reasonable and in lieu of mileage. Travel time rates are as before.

9.9 The Interpreter is expected to keep all original public transport receipts such as train tickets, bus fares, plane tickets, etc in addition to any car parking receipts to support their travel expenses claim following completion of an assignment.

9.10 The Company is under no obligation to pay for 1st Class travel, private hire vehicles or taxis unless prior permission has been granted to the language provider to use these methods of travel by the Company.

9.11 The Company is under no obligation to remunerate a language provider for their travel expenses where the time sheet has not been correctly completed or where the Interpreter has failed to keep a copy of their travel receipts.

Interpreter obligations

9.12 The language provider will aim to arrive for their assignment at least fifteen (15) minutes before the start time as stated on their booking confirmation.

9.13 In the event that the language provider is unable to arrive on time or in the event they know they are running late, the onus is on them to contact The Company without delay so we can inform the client you will be late.

9.14 If language provider arrives after the commencement time and does not inform the Company of their lateness, the Company reserve the right to make a reasonable deduction in the payment to the language provider.

9.15 In the event that the language provider fails to arrive at the Client's premises to provide the Services requested by the Client, the Company reserves the right to withhold all outstanding payments to the language provider until a reasonable explanation has been provided.

9.16 In the cases where the language provider refuses to, or cannot explain his/her absence from an assignment, the Company reserve the right to make a reasonable deduction from

any outstanding pay owed to the language provider.

10. TRANSLATION

Copyright

10.1 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.

10.2 Any work undertaken by the Translator on behalf of the Company whether written, spoken or recorded remain the property of the Company at all times and are protected by copyright.

Quality of Work

10.3 All Translators are expected to perform the work to the best of their ability and produce a good standard of work at all times. If the Translator does not meet the required standards, the Company reserves the right to find an alternative provider to revise/redesign the work. Any costs incurred in reworking will be deducted from the original translator's fee.

Translators are expected to abide by the following quality control measures when working for Language Linx.

1. The Company must be notified immediately of any missing pages/text
2. Text that has already been translated in a document should be checked carefully for accuracy.
3. Do not use free translation tools on the internet as they are often an unreliable source of information and terminologies are inaccurate.
4. Make sure the document is correctly formatted and resembles the layout of the original document (unless advised otherwise by the Company or where a specific template or guidelines have been provided) For example, use bold, italics and underline where necessary, include document name/number in Header where applicable, page number or similar in Footer where required.
5. 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).
6. Where text can incur unnecessary spaces, please close up words, expressions, formulae,

etc. where possible and without contravening any established spelling conventions. This helps us stay competitive with clients and acquire more work for our translators.

7. 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.

8. Once all text has been translated and correctly formatted, the documents should be proofread at least twice. This includes undertaking a spell check of all translated text, checking all numbers, formulae, graphics, tables, charts, emails, dates and addresses for inaccuracies, ensuring all paragraphs, lines, and bullet points match the original documents, indentations and paragraph numbers should also be checked for consistency.

9. If DTP/typesetting is involved, you will need to do one last check after page-make up is completed.

10. Any language provider notes should be written in both the source and target languages (unless the target language is English)

11. Finally, please ensure you track changes off (for translations) and track changes on (for text revisions)

11. CANCELLATION

In cases where the Client decides to cancel an order, the Translator will be compensated for the work supplied up until the cancellation.

12. LANGUAGE PROVIDER'S LIABILITIES

12.1 At no time during the contract is the language provider considered to be an employee of the Company. At all times the language provider is considered to be a self-employed individual with whom the Company is contracting for the provision of the Services

12.2 The Language Provider will exercise reasonable skill and care in providing the Service to the Client within the reasonable provision of the Service.

12.3 The Language Provider will undertake to keep confidential all information and documents delivered by the Company or the Client and shall not disclose any such information or the contents of such documents to any third party unless compelled to do so by law.

12.4 Except in the case of death or personal injury caused by the Company's negligence, or as expressly provided in these terms, the Company shall not be liable to the language

provider for any representation (unless fraudulent), or any implied warranty, condition or other term, for any duty at common law, for any loss of profit or any indirect, special or consequential loss, damage, cost, expenses or other claims which arise out of or in connection with the provision of the Services or their use by the Client.

12.5 The Language Provider will indemnify the Company against all liabilities, losses or costs that the Company may incur, in consequence of any claim that may be made against the Company in consequence of the content of any document translated or words interpreted by the language provider.

13. 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.

14. COMPLAINTS

14.1 Where the Language provider wishes to make a complaint, they should contact the Company immediately so we can try to resolve it as quickly as possible.

14.2 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 losing party.

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

15. SOLICITATION

The Language Provider agrees that they will not during the term of the Contract or within 18 months after termination of the Contract, solicit, takeaway or attempt to solicit or takeaway 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. Equally where they may 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.

16. MODIFICATIONS

Language Linx reserves the right to make changes to this Contract from time to time and as we see fit.

17. GOVERNING LAW

This Contract shall be governed by the Canada.