

Definitions

The Company, provider, UK Linguistic Services, UKLS or We means UK Linguistic Services Ltd registered in England & Wales and any group company of UK Linguistic Services Ltd.

The Client means the individual or organisation that receives the services from UK Linguistic Services Ltd.

Engagement means any use of the Interpreter's service on a temporary basis.

Contract means the Contract between the UK Linguistic Services Ltd and the Client, constituted by these terms of business.

Translation means any written or audio document provided by the Client for translation from one language into another language and any other form of translation services such as localising, editing, proofreading, revising, typing, rewriting, transcribing, project management, and subtitling.

Interpreting means any oral interpreting assignment where the Client has asked the Provider to deliver consecutive or simultaneous interpretation to include conferencing, training and events, video conferencing and voice-overs.

Order means the written agreement between the Client and the company, which details the services to be provided as per client requirements.

1. The Basis of Contract

1.1 The Contract means the written agreement between the Client and the Provider for the supply of services by the Provider to the Client in accordance with the terms & conditions.

1.2 Any variation of these terms and conditions would require prior permission from the company in written format.

1.3 Unless otherwise stated, these terms shall prevail over any other terms of business proffered by the Client.

2. Quotations

2.1 All quotations that are sent to you on request are only intended to use for your internal purposes only. You can pass our quotations for any funding agencies to get funding for the services that we are providing you.

2.2 All quotation are sent to you based on the linguist availability when we sent you the quote and it is subject to linguist availability until you reserve the translator for the assignment.

2.3 Quotation amount and final invoice amount may vary based on the actual timesheets that are submitted by the linguist, to the company after the assignment took place.

3. Booking Confirmations

3.1 The Client will receive a written booking confirmation via E-Mail or Fax prior to the assignment or project, which explains the start time, meeting venue, duration of the assignment and other relevant information. The Client is expected to carefully check all details are correct prior to commencement of the work, and the company shall take no responsibility for errors or oversights found after this acceptance.

4. Document confidentiality

4.1 We understand how important it is to keep Our Customers, Source Material and Translated Material in the strictest confidence and we will not disclose any information to any third parties unless required to do so by law.

4.2 You agree not to disclose any confidential information to any third party and will only make use of such information so that we are able to provide Services to you

5. Deadline

5.1 We agree that it is our responsibility to deliver the work on the agreed date & time, subject to the Client supplying the work to the company as agreed subject to the Client supplying the work to the provider as agreed.

5.2 It is our responsibility to deliver the work to the agreed date/time subject to the Client supplying the work to the provider as agreed. All work to be provided in the required format and medium, whether hard copy, disc, fax, email or web file. Any alteration to the deadline is subject to our agreement and shall be confirmed in writing by the Provider. Unless otherwise specified, the deadline is the date specified on the booking order or agreement. The provider shall make every endeavour to complete by the deadline. However, we cannot accept responsibility for delays in fulfilment caused by events that are beyond our control.

6. Terms for provision of Translation Services

6.1 The Provider will try to provide a suitably qualified linguist for the assignment where ever possible, however, in rare language cases where a qualified linguist is not available for the work, the Provider will indicate this on the quotation or in writing. In such cases where the Client wishes to proceed, The Provider is not responsible for the unsatisfactory outcome of the work.

6.2 The Provider is not responsible for the quality of any original source documents. It is the responsibility of the Provider to provide all written documents in a clear, legible format to aid translation. The Provider and the Translator cannot be held responsible for poor translation resulting from badly written or

illegible source documents supplied by the Client.

6.3 The Provider will supply the most experienced/qualified linguist for the assignment at their own discretion unless the Client's needs are particular.

6.4 The translation will closely reflect the intended meaning of the original document unless otherwise requested by the Client, and will not require adaptation, rewriting or editing, except to correct typographical and any other common sense errors.

6.5 Where a translator or interpreter is required same day or at short notice, The Provider will do its best to supply a suitably qualified linguist within the timeframe where possible. For rush translation, the maximum number of words per day is 4,000. Requirements exceeding this will be handled on an ad hoc basis at our discretion.

7. Replacement of Interpreter or translator

In the unforeseen event a Translator or an Interpreter is absent either prior to or during an assignment due to sickness, injury or personal circumstances beyond our control, we will try our best to find a suitable replacement of equal skill and or qualification, however, we do not accept liability for failure to do so.

8. Cancellation terms

Translation

8.1 If the Client wishes to cancel a translation, the following rates apply: cancellation of the order within 48 hours of the order date incurs a 50% payment of the total fee. The full amount becomes payable for any orders cancelled after this time.

8.2 Where the Client decides to reschedule or put a translation on- hold, we will charge an

admin fee of £25 to cover the cost of reprocessing the work, unless the Client resumes the work within 1 week (7days) of the cancellation date where no fee shall be incurred.

Interpreting

8.3 Interpreting work cancelled by the Client within 48 hours of the scheduled interpreting date will be charged at 100% of the total cost.

8.4 If the clients wish to cancel the booking before 48 Hours and less than 72 hours of the assignment start time, cancellation charges will incur 50% of the minimum charges that are quoted in the quote or booking confirmation that sent to the client.

8.5 If the client cancels the booking before 72 hours of the assignment time there won't be any cancellation fee on minimum charges of that assignment or project however there will be a charge of £30 admin fee.

8.6 If the booking has made any bookings within the cancellation period of 48 Hours and 72 hours still the cancellation terms will apply according to our terms stated in 8.1, 8.2 and 8.3.

8.7 If for whatever reason, we have to cancel, postpone or reschedule your booking, we will try to give you as much notice as possible by phone, email, text, or fax. The Client will not be charged for the work under these circumstances.

9. Payment

9.1 The client is normally charged for interpreting on an hourly basis for interpreting or per 1000 words for translation as agreed on

the quotation/booking form. The client's fee comprises the Provider's remuneration for delivery of services plus the company's commission, and where interpreting services are provided, may also include travel time, mileage expenses and transport expenses as pre-agreed with the Client, unless otherwise stated. VAT is payable on all charges. Payment must be made in UK Pounds Sterling or in US/Canadian/Australian Dollars, or in Euros.

9.2 The Client will be invoiced following completion of the work. All invoices are to be paid in full within 30 days from receipt of invoice or as otherwise agreed with company. Where late payments occur, The Provider reserves the right to charge interest subject to the provisions of the Late Payment of Commercial Debts (Interest) Act 1998, and the company's own admin fees of 25 Pounds for each month. The Client will be responsible for any relevant bank charges incurred due to late payments.

9.3 After 30 days has passed, the Provider reserves the right to take legal action at any time to recover any outstanding amounts. This will incur an administrative fee, which is added to the invoice, and is in addition to any legal fees payable by the Client.

9.4 After a further 30 days has passed, The Company will write to the Client requesting immediate payment in addition to a £25 late payment fee excluding VAT, which is added to the invoice.

9.5 Following a period of 60 days, the Client will receive another letter and incur an additional £25 late payment charge excluding VAT, which is repeated after 90 days with an additional £25 late payment fee.

9.6 The Client shall not be entitled to withhold payment of any amount based on a disputed claim in respect of other services rendered by the Provider, alleged breach of Contract or any other Contract between the Provider and the

Client, or where monies are allegedly owed by the Provider to the Client.

9.7 The Client shall not under any circumstances be entitled to withhold or delay payment on account of any third party withholding or delaying payment to them.

10. Client liabilities

10.1 Where a booking is delayed for any reason, which is outside our control, The Client shall still be liable to pay all charges in relation to the original booking agreement.

10.2 Either during or after the interpreting assignment, The Client agrees to refrain from either directly or indirectly approaching, soliciting or employing the same Interpreter within an 18 month period from the completion of the work. Where a Client is found to breach this clause, the Client will reimburse the Provider for all sums actually or potentially due under the terms of this Contract.

10.3 Upon receipt of translation, it is the client's responsibility to check the document(s) and notify the provider of any errors or changes to be made. Any corrections made the Provider will be completely free of charge within 30 days. Any other modifications incurred by the Client such as text revisions, amendments and additions to content, style and layout will result in additional fees being charged.

10.4 If the Client requires their translation in the same specific typeset/format as the original document, we will ask for the original electronic file to be provided so we can translate directly into the same format. Where translated text is longer or shorter than the original, we may have to re-quote you. Where the source documents is not available and typesetting is required, this will be completed with the Client's permission and at an extra cost.

10.5 Where an interpreter incurs extra work and or travel time outside that originally quoted, The Client will be invoiced the additional costs based on the quoted rate to the nearest 30 minutes of original interpreter.

10.6 The Client agrees to indemnify the Provider against any damages, claims, losses and expenses incurred by the Provider regarding materials provided or approved by the Client for the Provider's use during an assignment. This includes any hazardous conditions or materials encountered by an Interpreter while attending a Client's premises during an assignment.

10.7 Where the Provider considers such an encounter to be a breach of Contract, The Company reserves the right to discontinue or withdraw from providing such services.

11. Provider liabilities

11.1 The Provider shall not be responsible for any changes made by the Client or a third party following completion of the translation or interpreting work. This includes any further work carried out by any third party Translator, Interpreter or translation provider regarding work originally completed the Provider.

11.2 The Provider takes every effort to deliver Client satisfaction and quality of service by supplying skilled and experienced linguists in accordance with the Client's booking confirmation. The Provider is not, however, responsible for any damages resulting in any failure to provide a Translator or Interpreter for all or part of the booking, or from the negligence, dishonesty, misconduct or lack of skill of the Language Provider.

11.3 The provider shall not be held liable for negligent misrepresentation made either orally or in writing, either directly or indirectly, prior to the Contract of work. The Client shall not be permitted to rescind The Contract based on these grounds.

11.4 The provider shall only assume limited responsibility on any grounds based solely on the invoiced value of the work.

12. Copyright

12.1 Where an original source document is under copyright, the provider can assume that the Client has the translation rights from the copyright owner(s) and that the translation is for private purposes only.

12.2 The Client should be aware that translation into another language can also be allocated separate copyright, and that copyright ownership under intellectual property law is not transferable to the Client unless a Contract has been agreed and a payment has been made in respect of the transfer of copyright.

12.3 In case of default ted payments, we are not obliged to protect any copyright, trademark, confidentiality or other right of Client. The Company reserves the right to retain all file copies of the materials to be translated.

12.4 The Provider shall not be held responsible for any infringement of copyright and/or translation rights, or for any legal action which may result from the original source documents or translated works.

13. Complaints and refunds

13.1 We always try to provide the best possible customer service at all times, however, in rare cases where problems occur that are either within or beyond our control, we will review and rectify the work where possible completely free of charge, within 30

days of the order date. Any complaints or requests to change the work after the 30 day period should be made in writing to our Head Office and will be reviewed at our sole discretion either free of charge or for an appropriate fee.

13.2 If after careful investigation, the Provider has failed to rectify or resolve the situation, a full or part refund may be made to the Client at our sole discretion. The Client shall be notified in writing of the outcome of any enquiry in due course.

14. Unresolved disputes

Where a dispute between the Provider and the Client cannot be resolved, the case shall be heard before an English court of law whose adjudication shall be binding and final. Any legal costs arising from such a court hearing shall be borne by the losing party as decided in court. Where a Contract may exist in another language as well as English, the interpretation of the English Contract shall become binding.

15. Changes to Terms and Conditions

The Company reserves the right to make changes to these terms from time to time and as we see fit. Any changes will be made only with prior written agreement with the Client.

16. Governing Law.

This Contract shall be governed by the laws of England and Wales.