

Terms and conditions for Linguists

1. General

- i. All legal translation future and present, between the linguists and UK linguistics Services are entirely subject to below terms and conditions. It would apply to all subsequent quotes, orders, services and deliveries without further explicit reference to them.
- ii. Under these Terms and Conditions UK linguistic Services, a registered company offers the services to its client's.

2. The terms as well as expressions set out below shall have the meanings ascribed herein

- i. **“Client”** means the individual, organization, company, corporate or statutory body for whom UK linguistic has agreed to offer the services pursuant to these terms and conditions.
- ii. **“Services”** means the translation, interpretation, localization and other related services required by the client from UK linguistics services as specified in the Quote.
- iii. **“Source material”** means any materials, documents, graphics or other items, in any size or format offered by client to UK linguistic services for the purposes of the service performance.
- iv. **“Quote”** means the order outlining services provided by UK linguistic services approved or accepted by the client, requesting UK linguistics to perform the specified services to the client.
- v. **“Price”** means the price UK linguistic services charge its clients for the performance of the services as stated in the quote.

3. Eligibility and Qualification

- i. The linguists should affirm that, he/she has relevant qualifications and the information shared both professional and personal is true and correct to the best of their knowledge.
- ii. UK linguistic Services can any time demand for submission of relevant documents from the linguists/translators to confirm the stated information is true and may store the data until contractual obligations is met.

4. Scope of services Performance, delivery, Check and acceptance of translations

UK Linguistic Services would issue the linguists with an offer for translation or interpretation of a specific text or number of texts. Once the linguists accept our offer, the contract is established between the parties as per the terms specified in the offer.

The linguists must fulfill his/her obligation by themselves. This also applies to group of linguists (agencies). He/she is not authorized to hire employees or third parties in order to perform the above services without prior permission from UK Linguistic Services.

The translation or interpretation must be carried out as per professional principles. The linguist's must submit the completed translated texts and he/she is not authorized to submit partial translations.

If there are any questions or uncertainty, the linguists must contact our company immediately and they should not contact UK linguistic Services client directly.

5. Booking Confirmation

- i. The linguists should not start working on the job unless they receive official booking confirmation.
- ii. Each assignment is referenced with unique reference number which should be used in all correspondences, E-Mails or mails without reference number can be omitted.

6. Booking Cancellation

- i. In case of the order cancellation by our client, we will notify our linguists immediately.
- b. Translation Cancellation**
 - i. If you have already started the translation work by the time we notify you of cancellation, we will pay for the work you did until then. In this case you must deliver completed translation at the time of cancellation.
- c. Interpreting Cancellation**
 - i. Bookings cancelled within 24 hours of interpreting start time will reimbursed with minimum interpreting charge.
 - ii. Bookings cancelled prior to 24 hours of interpreting service start time, no cancellation fee will be paid to linguist unless there is a special agreement before booking confirmation.

7. Granting of Rights

- i. By transmitting his/her translation, the linguists grant UK linguistic Services exclusive rights to use his/her translation without restriction of space, time and locality. It does include, in particular the right to edit, duplicate, amend, publish or otherwise use the above translation and rights that the client requires using the translated documents for the purpose intended.
- ii. UK Linguistic Services is authorized to transfer or grant right of use to 3rd parties, specifically to its clients and permit them to use the translation document as they see fit.
- iii. The linguists waive his/her right to be recognized or named as the author of the translation document.

8. Fees/Remuneration/warranty and payment rights

- i. The linguists would receive the agreed fees as per the contract. This may be based on the page, word, or line, language combination, count, special field of translation, difficulty or may be a flat rate. The fee referred in the contract is net, plus VAT is applicable.

- ii. You are required to submit your invoice after completion of the each job separately. We cannot initiate payment unless you submit your invoice and no late payment charges or interest would be paid in the above case. Unless otherwise agreed, the payment would be made 45 days from the date of submission of your invoice.

9. Expenses

- i. UK Linguistic Services will reimburse the full amount spent toward transportation, provided the linguists use public transports such rail, bus, coach and tube fares at standard (second class).
- ii. Hired vehicles or taxis should be avoided unless there is an emergency or illness or no alternate mode of transportation is available.

10. Non-Competition Clause

- i. Non-Competition clause to maintain a professional relationship, UK Linguistic Services expects it's linguists/Translators abstaining from approach any of its clients.

11. Confidentiality

- i. The linguist's must treat all information that he/she has acquired concerning UK Linguistic Services and/or its clients, as well as any material and documents, he/she has received in the course of contract as confidential. They should not use or exploit nor pass them to third parties.

12. Data Backup

- i. The UK Linguistic Services would perform regular data backup for the data stored in the account of the translators. In case the translator loss data, we would strive and rectify the loss of data instantly, but at the same time the translator is responsible to have a data backup for their translations.

13. Warranty Rights, Default

- i. UK Linguistic Services holds warranty rights against the linguists.
- ii. If a translation document is rejected or not delivered on time, the translator will be in default. The linguists must compensate UK Linguistic services for any damages incurred as a result. Our company would set an appropriate grace period to revise the document. We might also withdraw from the contract and claim compensation for damages, if linguists are unable to revise the document within the grace period.

14. Liability

- i. The UK Linguistic Services will be only be liable for the damages incurred due to gross negligence or deliberate breach of duty on the part of UK Linguistics Services, its vicarious agents or legal representatives. The above provision does also apply to pre-contractual breach of duty and breach of duty with regards to sub-contract and damages incurred because of defects and consequential damages. In case of

15.Copy Right

- i. Both copyright and commercial intellectual property rights, which arise out of the performance of the services, would vest with the client. UK Linguistic Services does have right to retain the copies such as source material and also service provision for its own records.

16.Complaints & Disputes

- i. The linguists registered with us, having any complaints & dispute must approach us and we will do our best to resolve it. If we are unable to resolve, court would decide. The cost of adjudication would be borne by the party, which court decision favored against.

17.Release

- i. The linguists would release UK Linguistic Services from all 3rd party claims which may be against UK Linguistic Services as a result of his/her translation. Especially it includes any claims arising due to other 3rd party intellectual property rights or due to the content of the translation service. The above provision also releases UK Linguistic Services from bearing any cost due to legal deference and legal action as a result of those claims.

18.Modifications

- i. The UK Linguistic Services reserves the right to change the contract terms at any time.

19.Final Provisions-Governing Law

- i. The Law of England Wales shall apply to this Contract