

## TERMS AND CONDITIONS FOR TRANSLATORS

### 1. DEFINITIONS

1.1 The following definitions apply to these terms and conditions.

‘The **Company**’ means UK Linguistic Services Ltd.

‘**Client**’ means the person, firm, and organization, 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.

‘**Services**’ means Translation, Localization and other related services needed by the client from our company as specified in the Quote.

‘**Source material**’ means any materials, graphics, documents or other items in any size or format offered by the client to our company for the purposes of the service performance.

‘**Quote**’ means the order outlining services offered by our UK linguistics services approved or accepted by the client, requesting UK linguistic to perform the specified services to the client

‘**Price**’ means the price UK linguistic services charge its clients for the performance of the services as stated in the quote.

### 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 work undertaken, Which have been obtained during the provision of your services and in future without time limitation, to any third party.

#### 4. COPYRIGHT

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 service provision for its own records.

#### 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/redesign the job, the cost incurred will be deducted from the original language provider's 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/footnote 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, and 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).

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- \* 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 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

We will notify our linguists immediately, for any reason the client cancels the order.

### CANCELLATION OF TRANSLATION ORDER

If Linguists have already started the translation work by the time we notify them about cancellation, we will pay for the work done until then, provided linguists submits the completed translation document.

## 9. 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.

## 10. FEES/REMUNERATION/WARRANTY AND PAYMENT RIGHTS

The linguists would receive the agreed fees as per the contract. This may be based on the page, word, or line, language combination, count, and special field of translation, difficulty or may be a flat rate.

The fee referred in the contract is net, plus VAT is applicable.

You are required to submit your invoice after completion of 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.

## 11. EXPENSES

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).

Hired vehicles or taxis should be avoided unless there is an emergency or illness or no alternate mode of transportation is available.

## 12. NON COMPETITION CLAUSE

Non-Competition clause to maintain a professional relationship, UK Linguistic Services expects its

Linguists/Translator abstaining from approach any of its clients.

## 13. Confidentiality

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.

## 14. DATA BACKUP

The UK Linguistic Services would perform regular data backup for the data stored in the account of the translators. In case the translator or interpreter 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.

## 15. WARRANTY RIGHTS, DEFAULT

UK Linguistic Services holds warranty rights against the linguists.

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.

## 16. LIABILITY

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 cancellation of an order by our client, we would compensate you for the work supplied until the cancellation.

## 17. 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 UK Linguistic Services 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.

## 18. PAYMENT

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

## **19. COMPLAINTS AND DISPUTES**

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

## **20.RELEASE**

The linguists would release UK Linguistic Services from all 3<sup>rd</sup> 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 3<sup>rd</sup> party intellectual property rights or due to the content of the translation. 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.

## **21. MODIFICATIONS**

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

## **22. FINAL PROVISIONS-GOVERINING LAW**

The Law of England Wales shall apply to this Contract

