

TERMS AND CONDITIONS

Introduction

The terms and conditions below are set forth by LSUK (Language Services UK Limited), in accordance with language services offered: Documents Translation, interpreting, localisation, editing, proofreading, conference interpreting, telephone interpreting, court interpreting, Transcription, Cross-Cultural Training and Awareness, Websites Translation etc. **All our linguists work as independent contractors and are not our employees. LSUK cannot be held vicariously liable for their actions.** Language Services is permitted to use other persons to provide some or all of the Translation Services.

Terms Defined:

Assignment	The period during which the Interpreter is supplied to render service to the Client
Client	The person, firm, and organisation, statutory or corporate body together with any subsidiary or associated units to whom the Interpreter is engaged
Engagement	any use of the Interpreter's service on a temporary basis
Translator	linguist that deals with written word
Interpreter	linguist that deals with spoken word
Interpretation	oral form of translation
Translation	written form of translation
LSUK	Language Services UK Limited

LAA (LSC) Rates: We charge LAA recommended rates on all LSC funded cases.

Flat Rates: We can offer flat rate for all booking types.

DISCOUNTS: We offer discounts for high volume and regular work.

CHARGES: All prices quoted are exclusive of VAT.

Face to Face Interpreting:

Booking an interpreter over the phone/email/fax/online constitute the contract between LSUK Ltd and the Client for the supply of the Interpreter's services by LSUK Ltd to the Client and are deemed to be accepted by the Client by virtue of its request for Engagement of the Interpreter. No variation or alteration to these Terms shall be valid unless approved by a Director of LSUK Ltd in writing. Unless otherwise agreed by a Director of LSUK Ltd, these Terms prevail over any terms of business proffered by the Client.

LSUK will apply a standard or emergency rate for interpreting which will yield a 1 hour minimum charge or the booked time. After first hour of interpreting or the booked time, the charge is billed in the increments of half an hour.

- o **Advance Booking:** Assignments booked on at least 48 hours' notice before delivery. Our lowest rate applies to all advance bookings.

- o **Emergency or Out of Hours or Weekend Booking:** 50% or equivalent of the applicable booking type rate is applied to all assignments booked on less than 48 hours' notice.
- **Travel Charge:** Travelling time is billed per half of an hour. Minimum Travel Time is One Hour. The travelling time is calculated from the interpreters' residence to the assignment venue and back. Travel time (min. 1 hour) is charged at 50% of the interpreting time on all our locally based interpreting assignments.

Travel Expenses Charge: Mileage is applicable, regardless whether the interpreter uses his/hers own transportation or the public transportation. The journey is calculated from interpreters' residence to the assignment venue by online road direction services to ensure accuracy of mileage charges. Travelling expenses include mileage, car parking fees, toll roads, etc. All receipts can be forwarded (if required) to the client should he require this info. In certain cases, the use of taxis may be essential, due to time constraints and public transport coverage.

Return journey mileage (min.10 miles) at 45p per mile or the cost of public transport fares is charged to cover linguists travel expenses. Parking or bridge toll charges are also charged if applicable.

TIMESHEETS

At the end of each assignment the Client shall sign LSUK timesheet verifying the hours attended by the Interpreter during that Assignment. Signature of the timesheet by the Client indicates satisfaction with the services provided by the Interpreter and confirmation of the number of hours attended. Failure to sign the timesheet does not absolve the Client's obligation to pay the charges in respect of the hours attended. Clients are requested to complete the Interpreter payment claim form (timesheet) after every assignment. This also allows clients to comment on the service quality provided by the interpreter. All written and verbal comments received by LSUK, concerning translators or interpreters, will be dealt with in the strictest of confidence, quickly, courteously and sympathetically

Telephone Interpreting:

- **Advance Booking:** Assignments booked on at least 48 hours notice before delivery. Our lowest rate applies to all advance bookings.
- **Emergency or Out of Hours or Weekend Booking:** 50% or equivalent of the applicable booking type rate is applied to all assignments booked on less than 48 hours' notice.
- **Call Charges:** Call costs would be charged on all international and non-geographic calls or if applicable when linguist had to use his/her phone.

Document Translation:

The fee for translating documents will be based on the source text, word count. If the source text is in other format than plain text, or is a hard copy, the fee for translating documents will be based on the target text Word count. Where required we will provide a quotation before job commencement. Once LSUK has received a work order for a translation or proofreading, together with the material to be translated or proofread, LSUK will provide a quote. This quote will also act as proof of receipt of the material. Once LSUK has received confirmation

for the quote, we shall commence work. Word count will be based on source text or target text.

- **Standard Delivery:** Our lowest rate applies to this booking type. Depending on the document size translated material can be delivered with 7 -15 days.
- **Quick Service:** 50% in addition is applied to this booking type. Depending on the document size translated material can be delivered with 3-5 days.
- **Urgent Service:** 100% in addition is applied to this booking type. Depending on the document size translated material can be delivered with 1- 2 days.
- **Certified Translation Charge:** Additional charge is applied to all certified translations.
- **Proofreading Charge:** The charge for proofreading is dependent upon both the length of text, subject matter and the output format. The client is expected to allow at least 5 working days for the work to be completed depending on the size of the material.
- **Delivery:** All efforts are made to deliver translated material well within its allocated time. Translator are strongly advised to make every effort to complete the service (s) by the date agreed but shall not be responsible for delays in completion caused by events beyond Translator's control. Translated documents will be delivered by the agreed method and in the agreed format.
- **Additional Costs.** Client shall reimburse Translator for necessary out-of-pocket expenses incurred by Translator that are not a normal part of routine translation procedure, such as overnight document delivery service requested by Client, long distance telephone and fax expenses to clarify document ambiguity, etc. If applicable **Additional Costs** will be calculated as provided below, in the following cases:
 - Additional services are required because of ambiguities in the item (s) to be translated;
 - Additional services are required because the Client makes changes in the item (s) to be translated
 - Translator is requested to make changes in the translation after delivery of the translation, because of Client's preferences as to style or vocabulary, and such changes are not required for accuracy.
 - Additional services will be billed at an agreed upon hourly rate;
- **Postage Charge:** We use Royal Mail standard postal service for all our postal deliveries. We have no control on their delivery timescale. Where guaranteed deliveries are required we recommend to use guaranteed service. Speedy postal delivery charge or registered postage charge is applicable in addition to the translation cost.

All documents received are treated with utmost confidentiality. We can return the completed work by post, e-mail or fax. LSUK shall not be held responsible for late delivery due to any external transport (i.e. delivery companies or couriers) or communications problems (i.e. fax or email). Please note that the material must be received at the LSUK office and picked up at the LSUK office, unless otherwise agreed. We reserve the right to correct any errors, we will not be responsible for 3rd party costs for corrections, and we require a minimum of 3 working days to return a corrected document. If we can't make it right for you, we will issue you a refund. All urgent* translations do not undergo proofreading or checking and LSUK cannot and will not be held liable for its accuracy. All such translations are provided as "raw".

* Urgent translations refer to fast turnaround within 24 hours or large amounts of text in a short period of time.

Client's review of Translation. Upon receipt of the translation from LSUK, Client shall promptly review it and within 7 days after receipt shall notify LSUK of any requested corrections or changes. LSUK shall correct any errors made at no cost to Client. The client should notify LSUK within 7 days if any of the services provided.

Changes by others. LSUK shall have no responsibility whatever as to any changes in the translation made by third parties.

Cancellations and Amendments

If the Client cancels a confirmed assignment before commencing the Assignment, the Client will be liable to compensate LSUK Ltd by way of payment of the standard minimum fee at LSUK published interpreting time rate and agreed travelling time at the published rate. If the Interpreter fails to attend an assignment or notifies the Client that he/she is unable to attend an assignment for any reason notwithstanding, the Client shall notify LSUK Ltd immediately and without delay and in any event. Cancellation of this compensation payment is at LSUK sole discretion. Following charges applies

- o **Cancellation incurs 50%** of the quoted price, if cancelled on more than 48 hours prior to job commencement. This includes time reserved for interpreting and time for travel. If LSUK is given less than 48 working hours' notice, then the client will be charged for the full booked project. If the interpreter has incurred any travelling expenses, these will also be added to the clients final invoice.
- o **Cancellation incurs 100%** of the price if cancelled on less than 48 hours prior to job commencement. This includes time reserved for interpreting and time for travel. If the interpreter has incurred any travelling expenses, these will also be added to the clients final invoice.
- o **Cancellation incurs 100%** of the price when confirmed jobs are amended on short or advanced notice.
- **Amendments your booking:** Any changes to a confirmed booking may incur an admin fee.

Description of Services.

1.1. Freelance / Self-employed Work: All translators and interpreters act as an independent contractor.

1.2. Interpretation: We require written confirmation of standard and emergency bookings. Estimates of standard and emergency bookings will be sent on request. In order to ensure availability and maximum suitability of interpreters for a particular assignment, it is preferable for us to have as much notice as possible. We can usually provide an interpreter for emergency bookings, almost until the last minute. However, if we are unable to do so, we will inform you within two hours after the time of booking requirement. The time booked by you will be the time charged (e.g. if a booking form is for 2 hrs and usage is 1 hr, 2 full hrs will be charged). The client

agrees to ensure that time is accurately stated in the booking form. This does not apply to Court bookings. All court assignments are subject to a min of 3 hrs bookings.

Not all interpreters are available locally and where a local interpreter cannot be provided we will send an interpreter from other locations to meet the customer's

1.3. Court Interpreting: Unless otherwise stated by the client, LSUK will provide a linguist that is qualified and/or experienced. LSUK will not provide by default a Court registered interpreter. All court assignments are subject to a min of 3 hrs bookings.

1.4. Home Office or Police Interpreting: Unless otherwise stated by the client, LSUK will provide a linguist that is qualified and/or experienced. LSUK will not provide by default a registered interpreter. All Home Office assignments are subject to a min of 3 hrs bookings.

1.3. Impartiality: The interpreter and translators shall maintain impartiality and shall not counsel, advise or project their own personal biases or beliefs. The interpreter shall avoid distorting the message in favour of one party or the other.

1.4. Conflict of interest: Interpreters and translators shall disclose any real or perceived conflict of interest which would affect their objectivity in the delivery of services. Providing interpretation or translation services, for family members or friends may violate the individual's right to confidentiality, or constitute a conflict of interest.

1.5. Withdrawal: Interpreters and translators, who are unable to ethically perform in a given situation, shall refuse or withdraw from the assignment without threat or retaliation.

1.6. Client- Interpreter Direct Contact: Staff / Clients must agree not to make any separate arrangements with LSUK translators and interpreters during assignments and for a period of one year afterwards; all negotiations with LSUK interpreters and translators must be made through LSUK. LSUK may give full contact details of their linguists and other staff to clients to facilitate communications during assignments, but this is on the understanding that they will only use this information for the purposes of LSUK business, and that they will not share this information with third parties. LSUK has the right to recover costs and loss of earnings if breach of contract occurs and the client contacts our interpreter without our written permission. If the client, its employees or representatives make contact with the interpreter without LSUK prior written authority to do so an agency fee of £500 per interpreter will be charged. Upon receipt of this fee LSUK will give written consent to the client to use the interpreter's services without any ties to LSUK.

Refunds and Cancellations:

If LSUK is unable to supply any goods or services that have been paid for, we will guarantee to give a full refund within 14 days of cancellation. If LSUK is obliged to cancel an order that has been partly completed, the refund will be on a pro rata basis. LSUK may be forced to make a cancellation due to illness, accident or any other reason, such as natural disaster. Every effort will be made to meet deadlines, and find replacement linguists when necessary, but if it becomes absolutely necessary to cancel, LSUK liability is limited to refunding the goods or services that have not been delivered on a pro rata basis, less the cost of any materials supplied and administration or registration fees.

As LSUK services are all tailor-made, the advice, translations, interpretations, etc cannot be resold. It is for this reason that LSUK is unable to make any refunds once a quotation has

been accepted. However, when a client rearranges the date of a specific LSUK service more than 7 days prior to the agreed date of delivery, then no extra charge will be made. Late cancellations, delays or rearrangements of LSUK services by clients will inevitably incur extra charges. Clients will be charged for all orders in full, unless 2 working days of cancellation notice is given in writing, unless otherwise stated. All cancellations of confirmed bookings are subject to an admin fee. When bookings and cancellations appear on the same day, cancellation charges and admin fees will still apply. All changes to a confirmed booking will incur an admin fee regardless of when the booking and change was made.

Payments:

LSUK assumes responsibility for payment of the Interpreter's remuneration. Accounts are due immediately and should be paid within 21 days of receipt of invoice, unless otherwise stated. LSUK reserves the right to charge interest on a daily basis on all accounts, which are not paid by the due date. On all invoices up to £2000 we will apply Late Payment of Commercial Debts (Interest) Act 1998. If the invoice amount is over £2000, LSUK shall add £10 penalty on the invoice amount due per day. A standard administration fee, based on overall amount, is also applicable as specified by British law. If after a further sixty days LSUK has not received the payment in full, including all penalty charges, then we reserve the right to seek legal advice.

The due dates for payment of fees and costs shall be the date (s) specified in the Agreement. If no date is specified or no written agreement is in place, the due date shall be the date of invoice. Client agrees to be responsible for costs in collecting late payments due from Client, including reasonable solicitor's fees. All translations and other materials are deemed as property of LSUK Limited until full payment has been received for completed work. LSUK reserves the right to withhold any materials until full payment has been made.

CHARGES AND PAYMENT TERMS

The Client agrees to pay the hourly charges of LSUK Ltd as confirmed before the Assignment. The charges are calculated according to the number of hours attended by the Interpreter. The charges are comprised mainly of the Interpreter's remuneration and LSUK's commission but also include travel expenses as may have been agreed with the Client, if there is no such agreement, such expenses as are reasonable. V A T is payable on the entirety of these charges. All payments must be in UK pounds

Any increase to these charges is at LSUK's discretion.

The charges are invoiced to the Client on a weekly basis, unless otherwise agreed, and are payable within 30 days. Payment of invoices outside these terms will be subject to the remedies contained within the provisions of the Late Payment of Commercial Debts (Interest) Act 1998.

Quality Control & Assurance: Qualifications, skills, experience and references of all interpreters and translators are checked before the commencement of any assignment. We deliver high standard service but due to the nature of translation and interpreting work it is impossible to guarantee that such work is 100% error free. Occasional problems do occur but clients can rest assured that stringent quality procedures are in place. To reduce the chance of errors we recommend proof-reading services by independent linguists

Confidentiality. All knowledge and information expressly identified by Client in writing as confidential which Translator acquires during the term of the assignment regarding the business and products of Client shall be maintained in confidentiality by Translator and, except as expressly authorised by Client in writing, shall not be divulged or published by

Translator and shall not be authorised by Translator to be divulged or published by others. Confidential information for purposes of this paragraph shall not include the following:

- Information which is or becomes available to the general public, provided the disclosure of such information did not result from a breach by Translator of this paragraph.
- Terminological glossary entries compiled by Translator in the course of Translator's performance of the translation service (s) under this Agreement; provided, however, that Client and Translator may agree in writing that, upon payment by Client to Translator of an agreed-upon fee, such terminological glossary entries shall be the property of Client and shall be covered by the confidentiality provisions of this paragraph.

Liability:

- Whilst every effort is made by LSUK Ltd to give satisfaction to the Client by ensuring high standards of skills, integrity and reliability from Interpreters and further to provide them in accordance with the Client's booking details, LSUK Ltd is not liable for any expense, delay or damage arising from any failure to provide any Interpreter for all or part of the period of booking or from the negligence, dishonesty, misconduct or lack of skill of the Interpreter.
- Interpreters are engaged by LSUK Ltd under contract for services. They are not the employees of LSUK Ltd.
- Should a booking be delayed for any reason out of the control of either the Interpreter or LSUK Limited, then the Client shall still be liable for charges in respect of the originally agreed commencement of the booking.
- LSUK provides no warranty that any result or objective can or will be achieved or attained at all or by a date agreed between the parties, whether stated in this agreement or elsewhere. Except in the case of death or personal injury caused by LSUK or LSUK employees, agents or contractors negligence, the liability of LSUK under or in connection with this agreement whether or arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever shall not exceed the fees paid by the Client to LSUK under this agreement.
- LSUK shall not be liable to the Client in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by the Client of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill.
- The client shall indemnify and hold LSUK harmless from and against all claims and losses arising from loss, damage, liability, injury to LSUK, its employee, contractors, agents and third parties, infringement of third party intellectual property rights or third party losses by reason of or arising out of any information supplied to LSUK or LSUK employees, contractors or agents by the client within or without the scope of this agreement.
- The client acknowledges that, in entering into this agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this agreement to the fullest extent permitted by law. Nothing in this agreement excludes liability for fraud.
- The client acknowledges that Language Services UK makes no representation or warranty that the information contained on its website is accurate and that LSUK is

not responsible for any loss or damage that the client suffers, whether directly or indirectly, from using or relying on the information on LSUK website or any other websites to which LSUK website refers or links.

Privacy Policy

LSUK will keep all records of customers, translators, interpreters and staff carefully, and treat them as strictly confidential. No information will be passed on to third parties without prior consent. All LSUK translators are required to sign a confidentiality agreement. If requested by our clients we are able to sign confidentiality agreements which relate specifically to work at hand.

Complaints

All complaints should be first addressed to the person at the point of contact e.g. the translator, interpreter. If you believe the service to be substandard or unsuitable, you are required to cease all interpreting activities and contact us ASAP. This should also be noted on the interpreter time sheet. Any failure to comply will be treated as acceptance of the work carried out. The dispute or problem should also be made in writing as a letter of complaint or e-mail and should be addressed to the Managing Director, LSUK giving full details, no later than 7 days from the date of assignment. All such complaints will be dealt with quickly, courteously and sympathetically. If it becomes clear that the specification in a quotation has not been delivered e.g. an interpreter arrived late for a meeting or a LSUK employee did not assess the interpreter fully, then LSUK will not invoice the client. Since all interpreters work on a freelance basis, LSUK cannot accept any liability or offer any compensation as a result of their actions.

Proprietary Rights

Except as expressly authorised by LSUK, customers agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on services rendered in whole or in part.

General Terms

Neither party shall have any liability under or be deemed to be in breach of this agreement for any delays or failures in performance of this agreement which result from circumstances beyond the reasonable control of that party. The party affected by such circumstances shall promptly notify the other party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 6 months, either party may terminate this agreement by written notice to the other party.

These terms and conditions may only be amended in writing signed by duly authorised representatives of the parties.

These terms and conditions contain the whole of the rights and obligations between the parties and supersede and replace any prior written or oral agreements, representations or understand between them. The parties confirm that they have not accepted these terms and conditions on the basis of any representation that is not expressly incorporated into them. Nothing in these terms and conditions excludes liability for fraud.

No failure or delay by Language Services UK Limited in exercising any right, power or privilege under this agreement shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or exercise of any other right, power or privilege. The rights and remedies provided in this agreement are cumulative and not exclusive of any rights and remedies provided by law.

This agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship expressly provided for this agreement. Neither party shall have, nor represent that it has, any authority to make any commitments on the other party's behalf.

Each party to this agreement shall at the request and expense of the other execute and do any deeds and other things reasonably necessary to carry out the provisions of this agreement or to make it easier to enforce.

If any provision of this agreement is prohibited by law or judged by a court to be unlawful to, void or unenforceable, the provision shall, to the extent required, be severed from this agreement and rendered ineffective as far as possible without modifying the remaining provisions of this agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this agreement.

This Agreement shall be governed by English Law and the Linguist consents to the exclusive jurisdiction of the English Courts in all matters regarding it except to the extent that the Company invokes the jurisdiction of the Courts in any other Country.

A person who is not party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

LAW

These Terms are governed by the law of England and Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales.

- References to any party to this Agreement shall where the context permits include his successors in title.
- In this Agreement:
- Words expressed in any gender shall where the context so requires or permits include any other gender;
- Words expressed in the singular shall where the context so requires or permits include the plural; and
- Where any part is more than one person:
 - That party's obligations in this Agreement shall take effect as joint and several obligations;
 - Anything in this Agreement which applies to that party shall apply to all those persons collectively and each of them separately;
 - The benefits contained in this Agreement in favour of that party shall take effect as conferred in favour of all of those persons collectively and each of them separately; and
 - The receipt of the survivor if joint holders of this Agreement shall be a good discharge to the Company

References in this Agreement to anything which any party is required to do or not to do shall include his acts, defaults and omissions, whether direct or indirect, on his own account, or for or through any person and permitted or suffered to be done or not by any other person.

The effect of all obligations affecting the Linguist under this Agreement is cumulative and no obligation shall be limited or modified by any of the other of those obligations unless there is in this Agreement an express limitation or modification.

Right to refuse work

Language Services UK Limited shall not be required to translate any matter which in its opinion is, or may be of an offensive, pornographic, defamatory, undocumented, illegal or libellous nature. Where copyright exists in texts to be translated by LSUK, the client warrants that it has obtained all consents necessary for such translation to be made. In addition, we reserve the right to refuse all materials and orders that we consider may be in any way contrary to accepted morality and behaviour.

If you find these conditions unacceptable, we request that you leave the website and do not use the services of LSUK Limited. If you do chose to use the LSUK website, and enter into agreements with LSUK Limited, the above terms and conditions are generally applicable, and English law will apply.

IF YOU USE ANY OF OUR SERVICES, YOU ARE AGREEING TO OUR TERMS AND CONDITIONS.