

# Linguist Terms and Conditions

## 1. Definitions

1.1 In these Terms and Conditions the following definitions apply:

**‘Company’** means Language Linx Ltd (company number 831528641) registered office is at 105 Consumers Drive, Whitby, L1N 1C4, Canada.

**‘Client’** means the person, firm, organisation, statutory or corporate body together with any subsidiary or associated units to whom the Interpreter is engaged.

**‘Engagement’** means any use of the Interpreter’s service on a temporary basis.

**‘Linguist’** means the individual who agrees to undertake a commission of a linguistic nature on behalf of the company.

**‘Complaints department’** means [complaints@languagelinx.ca](mailto:complaints@languagelinx.ca)

**‘Accessorix Portal’** means the portal located at the Website [www.accessorix.com](http://www.accessorix.com) or Accessorix App.

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

## 2. Professional abilities

The Company aims to establish a long-term, mutually beneficial relationship with the Linguist. The Linguist must only accept work which they consider to be within their professional abilities.

## 3. Confidentiality

3.1 All material sent by The Company including, original documents, translations, glossaries and translation memories are strictly confidential. The Linguist is bound by a Confidentiality Agreement (As seen in clause 4 below) to ensure the privacy of the work undertaken and that the Linguist undertakes not to disclose any information of any nature whatsoever, concerning The Company, its Clients, translation/interpreting work undertaken, which have been obtained during the provision of your services and in future without time limitation, to any third party.

3.2 Under no circumstances should the Linguist contact or discuss payment with our clients.

3.3 No direct or indirect contact should be made with our clients unless authorized by the Company.

## 4. Confidentiality Agreement

The Linguist hereby acknowledges and understands that any work the Linguist performs for, with, or on behalf of the Company that the Linguist, as an independent contractor, may have access to, become familiar with, or receive information of a personal, private or sensitive nature about the Company’s clients, as well as the customers, clients, and/or patients of those clients. This information may consist of, but is not limited to, the identities of persons participating in a face-to-face interpreting, telephone interpreting call, document translation, as well as these persons’ business dealings or personal information. The Linguist understands that all information they encounter – whether verbal or written, constitutes private and confidential information of a client and/or the client’s customer or patient, and will hereafter be referred to as “Confidential Information.”

The Linguist may also have access to, become familiar with, receive or generate information that is confidential and proprietary to the Company, such as specialised business methods, techniques, plans and know-how relating to the business of the Company; materials and concepts; methods for developing and maintaining business relationships with clients; client names, addresses and contact persons; information about special needs of clients and customers regarding products and services provided by the Company; information about the prices of products and services provided by the Company; the Company’s procedural manual(s); ideas, technical data, products, processes, know-how, and compilations of information; software or engineering processes developed or used by the Company in the conduct of its business; contents of contracts between the Company and its clients. The Linguist understands and acknowledges that this information constitutes the trade secrets of the Company, and will also be referred to herein as “Confidential Information.” All of the foregoing Confidential Information is protected from disclosure by law.

The Linguist hereby promises to hold in strict confidence, and not to divulge any Confidential Information in whole or in part, whether verbal or written, to any third party, nor to make any use of any of the said Confidential Information which may come to the Linguist's knowledge as a result of providing language services for the Company. The Linguist further understands that anyone for whom they interpret/translate for, the Company may seek legal recourse against the Linguist, to the full extent of the law, if it is found that the Linguist has breached the confidentiality of the information obtained. The Linguist understands that any breach of this Agreement constitutes irreparable harm and that the Linguist may be subject to an injunction as well as monetary damages. The Linguist agrees to maintain absolute neutrality both in tone, modality, and content of my translation and in no case will I add, delete, or opine on the matter to be interpreted.

The Linguist agrees that they will not, either during the term of this agreement with the Company, solicit or take away, or attempt to solicit or take away, any of the Company's clients with whom the Linguist became acquainted, called, dealt with or otherwise knew by my work for the Company, or whom the Linguist otherwise knows or has reason to know as a business or contractual relationship with the Company. This Agreement applies whether the prospective solicitation or contact is contemplated for the Linguist directly, or on behalf of any other person, company or organisation.

The Linguist realises that failure on their part to uphold their promise may result in harm to those whom the Company seeks to serve, as well as the Company, and its staff and contractors.

## **5. Copyright**

The Company holds directly or indirectly (via our client) all the rights to the material, written, spoken or recorded, and is authorised by the owner(s) of the copyright to translate.

The rights of any work undertaken by Linguist for The Company, in any form, whether written, spoken or recorded remains the property of The Company at all times.

## **6. Solicitation**

The Linguist acknowledges that they will not during the term of the Contract with the Company or within 18 months after termination of the said Contract, solicit or take away or attempt to solicit or take away any of the Company's clients they have become acquainted with, dealt with, called on, or otherwise know by working for The Company. Or whom they 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.

## **7. Notification by the Company**

The Company will contact a Linguist by telephone, email or via the app to request the Service. The Company will provide the Linguist with the correct timesheet and all of the information required to provide the Services for the Client.

## **8. Booking Confirmation**

The Linguist must not start any job without an official booking confirmation.

This numbered booking confirmation order specifies where to find the terms of the work. The number of this purchase order is therefore unique and serves as a reference for all official correspondence. It is part of the Linguist booking confirmation to make amendments to translation/transcription after the submission date if required.

## **9. Obligations of the Linguist**

9.1 The Linguist must be ready for an assignment at least 10 minutes before the time stated by the Company.

9.2 If the Linguist is unable to attend the booking 10 minutes before the time stated by the Company, the Linguist shall contact the Company by telephone immediately and inform them of the situation.

9.3 If the Linguist arrives after the commencement time stated by the Company, and does not inform the Company of their lateness, the Company reserves the right to exercise its discretion to make a reasonable deduction in the payment to the Linguist.

9.4 If the Linguist fails to attend an assignment to provide the Services requested by the Client or submit a translation/transcription request by us, the Company reserves the right to withhold all outstanding payments to the Linguist until the matter has been explained by the Linguist to the reasonable satisfaction of the Company.

9.5 In situations where the Linguist is unable or unwilling to provide a satisfactory explanation for their absence from an assignment; or cancelled without a convenient notice period, the Company reserves the right to impose a charge equivalent to 40% of your earnings for the booking. This charge may be deducted from any outstanding payments owed to the Linguist, as well as future payments, as deemed necessary by the Company.

9.6 The Linguist agrees to provide the Services to the best of their ability and to aid and assist the Client in any way that they can.

## **10. 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 Linguist to revise/redesign the job, and the cost incurred will be deducted from the original Linguist fees.

All translations provided to The Company by the Linguist 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 the document name/number in the Header (if applicable).
- \* Include page number or other identification/footnote in the Footer (if applicable).
- \* If the file has graphics, diagrams, or 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
- \* 2nd Proofread
- \* Spell check
- \* Double-check all numbers, formulae, tables, dates, emails, addresses.
- \* Count the number of paragraphs/lines/bullet points to match the original documents
- \* Check indentations, paragraph numbering
- \* The Linguist may be required to do a final check after page make-up if DTP / typesetting is involved.
- \* Please write any Linguist notes in both the source and target languages (unless the target language is English)

## **11. Deadline**

If the deadline (date, time) for submitting translations or interpretation 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.

## **12. Timesheets**

12.1 The Linguist will take the correct timesheet for onsite interpreting and will obtain the Client's signature as proof of their attendance.

12.2 The Linguist agrees to fill in all relevant parts of the timesheet in full and to the best of their knowledge.

12.3 The Linguist must submit the completed timesheet, via the Accessorix Portal to the Company within 48 hours of the provision of the Services.

12.4 Failure by the Linguist to send in the correct, fully completed, signed timesheet, within 48 hours of the provision of the Services, will result in the Company withholding all outstanding payments owing to the Linguist until the timesheet is received.

12.5 If you fail to submit your timesheet within 30 days the company shall not be liable for any payments and no claim can be brought forward against the company.

### **13. Payment**

13.1 The Company undertakes to pay the Linguist for the services provided in accordance with the rates and conditions stated in the Linguist booking confirmation. The Company reserve the right to change the rates stated in the Linguist booking confirmation at any time.

13.2 The Company undertakes to pay for reasonable travel expenses incurred by the Linguist where the Linguist travels by car, at the standard rate expressed in the Linguist booking confirmation.

13.3 The Company agrees to pay for reasonable travel expenses incurred by the Linguist where the Linguist travels by public transport and can provide a receipt or a copy of the receipt as evidence of the expense incurred. Failure to provide receipts will result in no payment for transportation.

13.4 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 Linguist to use these methods of travel by the Company.

13.5 The Company is under no obligation to remunerate a Linguist for their travel expenses where the timesheet has not been correctly completed or where no receipt has been evidenced by the Company to affirm the incursion of the expense.

13.6 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 Linguist.

13.7 You will be only entitled to payments for the minimum duration of the booking or the actual hours which your services have been used for.

13.8 Payment will be made by the Company within 30-45 days of receipt of the signed invoice.

13.9 Payments shall only be made into a bank account supplied on the Accessorix Portal and must be in the Linguist's name. It is the Linguist's responsibility to ensure that the bank details are correct and up to date on the Accessorix Portal.

### **14. Cancellation**

In the event of the cancellation of an order by our Client, The Company will compensate the Linguist for the work supplied up until the cancellation subject to satisfactory feedback from the Client.

### **15. Contact**

If the Linguist has any doubt about their capability to translate or has any queries relating to the translation, please contact The Company immediately. If the material which has been sent to the Linguist has inaccuracies, ambiguities or is illegible you must inform The Company immediately in writing.

### **16. Complaints and Disputes**

Should the Linguist have a complaint, please contact The Company's Complaints department and we will do our utmost to resolve it.

### **17. Liability**

17.1 At no time during the contract is the Linguist considered to be an employee of the Company. At all times the Linguist is considered to be a self-employed individual with whom the Company is contracting for the provision of the Services on a freelance basis.

17.2 The Linguist will exercise reasonable skill and care in providing the Service to the Client within the reasonable provision of the Service.

17.3 The Linguist 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 3rd party unless compelled to do so by law.

17.4 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 Linguist 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.

17.5 The Linguist 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 Linguist.

## **18. Modifications**

### **Changes to the Terms and Conditions.**

From time to time, we reserve the right to make changes to this Contract.

### **Governing Law.**

This Contract shall be governed by the local laws.

## **19. General Provisions**

By accepting to work for The Company, the Linguist is bound by the terms and conditions in this document. Please ensure that you, the Linguist, have read those terms carefully