



Terms & Conditions: Interpreters

Introduction

At Kwintessential:

- We are dedicated to setting the benchmarks of excellence within the industry
- We are committed to understanding a company's needs and investing our energies and expertise to meeting them
- We will strive to establish excellent working relationships with all our clients
- We actively seek feedback from all our clients, building on our strengths and addressing those areas which may help us to deliver a more effective service

The enclosed Kwintessential terms and conditions for interpreters underlie our approach to our work. We are committed to ensuring that our business results are achieved through good practice and an ethical approach to our work.

Good business practice helps to create a positive working environment and ensures that the companies with whom we work respect us for our integrity and honesty.

The following terms and conditions outline Kwintessential's a) practice standards and b) processes and procedures.

It is important that you make yourself familiar with these standards and processes, and that you commit to the high standards when conducting work on behalf of Kwintessential.

For all questions and queries regarding assignments with Kwintessential, please contact one of the Kwintessential Project Managers on 01460 279 900.

Thank you and we look forward to working with you.

Kwintessential Terms and Conditions for Interpreters

Terms:

Assignment	The provision of Interpreting Services to a Client at a specified location, start-time and date, and for an estimated (but not guaranteed) duration.
Booking	An arrangement made between us and you to provide Interpreting Services to a Client. For the avoidance of doubt, a Booking is made upon written confirmation from you that you have agreed to make yourself available for an Assignment.
Client	A client that places an order with us to supply it with an interpreter to provide Interpreting Services.
Confidential Information	Information in whatever form relating to the business, customers, products, affairs and finances of us and/or our Clients for the time being confidential to us and/or them, and trade secrets including, without limitation, technical data and know-how relating to our business and/or the business of our Clients or any of our or their suppliers, customers, agents, distributors, shareholders, management or business contacts, and including (but not limited to) information that you interpret, translate, create, develop, receive or obtain in connection with a Booking, whether or not such information is marked confidential.
Consecutive Interpreting	The oral translation of the words of a person speaking one language (source), either after the speaker has finished speaking or during appropriate pauses in the speaker's speech, into another language (target), for the benefit of one or more listeners.
Interpreting Services	Consecutive Interpreting, Simultaneous Interpreting and/or Whispered Interpreting.
Project Manager	A representative of ours that makes and handles a Booking with you and deals directly with the Clients.
Simultaneous Interpreting	The oral translation of the words of a person speaking one language (source), whilst the speaker is speaking, into another language (target), for the benefit of one or more

listeners.

Translation Services	The rendering in written form of the words or text contained within a source document from one language into another language in the target document.
We	Kwintessential Limited or any group company of Kwintessential Limited, and “our” and “us” shall be construed accordingly.
Whispered Interpreting	The oral translation of the words of a person speaking one language (source), whilst the speaker is speaking, into another language (target), at a lowered but audible voice level and for the comprehension (and often directly into the ear) of a single listener.
You	The translator providing the Translation Services for a Booking, and “your” shall be construed accordingly.

1. GENERAL PROVISIONS

1.1 Binding effect

These terms and conditions apply to individuals providing Interpreting Services to the Clients on behalf of us and by accepting a Booking you agree to be bound by these terms and conditions.

1.2 Right to amend terms and conditions

We reserve the right to supplement, change, amend or vary these terms and conditions at any time and they shall be reviewed annually.

1.3 Breach

Any breach by you of these terms and conditions may result in our immediate cancellation of the Booking and refusal to make Bookings with you in the future. Such refusal shall be at our sole discretion and we reserve the right to notify any organisation of the refusal that we think appropriate.

1.4 Personal Information

1.4.1 You consent to our holding and processing data relating to you for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined in the Data Protection Act 1998) relating to you. You also consent to our making such information available to those who provide products or services to us such as advisers, regulatory authorities, governmental or quasi-governmental organisations and potential purchasers of us or any part of our business.

1.4.2 You should notify us in writing immediately of any change of your personal details such as name, address, telephone number and email address.

1.5 Suitability to work for Kwintessential

You shall notify a Project Manager prior to a Booking if you:

1.5.1 have any criminal or civil charges, conviction or cautions;

1.5.2 have ever had any professional or other disciplinary proceedings brought against you;

1.5.3 have been removed (otherwise than by normal consent) by any public body from its list of public service interpreters; and/or

1.5.4 know of any other reason that might make you unsuitable for a Booking.

2. ALLOCATION OF BOOKINGS

2.1 We may make a Booking with you after taking account of your skills, qualifications, suitability, cost, past and present availability, and other relevant factors, and shall do so at our own discretion.

2.2 By making a Booking with you we do not guarantee to make any Bookings with you in the future.

3. SUBMISSION AND PAYMENT OF INTERPRETER INVOICES

3.1 Upon receipt of an invoice as set out below, we shall make payment to you in respect of a completed Assignment in accordance with the hourly interpreting and travelling rate agreed between you and a Project Manager prior to the Booking.

3.2 You may also invoice us for any reasonable expenses incurred in travelling to and from an Assignment, provided that you provide receipts for all travel expenses claimed.

3.3 You shall submit an invoice to us by email within 7 days of the date on which you complete the Assignment (upon request from a Project Manager for longer Assignments) stating:

3.3.1 the PO number given;

3.3.2 the hours spent interpreting;

3.3.3 the hours spent travelling;

3.3.4 the language pair;

3.3.5 any expenses;

3.3.6 your account details for payment; and

3.3.7 your address and contact information.

3.4 Due to business disruption caused by the late provision of invoices, we reserve the right to refuse to pay any invoice that we have not received within the period set out in paragraph 3.3.

- 3.5 If you live and work in the United Kingdom, we will only pay your invoice by BACS and we will not pay any interpreter by cheque.
- 3.6 If you invoice us for a sum of money in a currency other than GBP, we will convert that sum into GBP at the relevant exchange rate on the day of receipt, and this shall be the amount paid to you (subject to other charges or deductions) irrespective of fluctuating exchange rates thereafter.
- 3.7 When settling invoices through international bank transfers, we shall deduct any bank charges that we incur from the amount payable to you.
- 3.8 We will issue payment in full of the invoice sum (without interest), once the invoice has been approved by us and within 37 days of receipt of a valid invoice. If you have not received payment within 5 weeks of submission of your invoice, you should contact a Project Manager.

4. CANCELLATION OF BOOKINGS

- 4.1 We reserve the right to cancel a Booking at any time, whereupon we shall only be liable to pay you for the cancelled Booking if we fail to:
- 4.1.1 notify you by 10.00am on the working day before the date of the Assignment that the Booking has been cancelled; and
 - 4.1.2 make a replacement Booking with you for an Assignment on the same date and for at least an equal duration as the Assignment of the cancelled Booking.
- 4.2 You may cancel a Booking (whether for sickness, an emergency or for some other unforeseen circumstance) at any time before the Assignment is due but you should note that time is of the essence and you should use all reasonable endeavours to give us as much notice as possible to a Project Manager in order that we may contact the Client and advise of the delay accordingly.
- 4.3 We shall monitor the number and frequency of short notice cancellations that you make and may use this information to inform our assessment of your suitability for future Bookings.

5. INTERPRETATION SERVICE REQUIREMENTS

- 5.1 Competency
- 5.1.1 You must only provide Interpreter Services in relation to your mother tongue language and languages in which you are fluent and use habitually (**Interpreter Languages**). You must be able to demonstrate that you have the sufficient qualifications and background to adequately complete the Assignment in the relevant Interpreting Languages.
 - 5.1.2 It is essential that you refuse any Assignment which you know to be beyond your competence in the Interpreter Languages or that you cannot complete with the quality of service required by us.

5.2 Accuracy of Interpreting Services

- 5.2.1 You shall provide the Clients with Interpreting Services that are faithful and accurate throughout the Booking. This means that you are required to convey the exact meaning of what is said without adding, omitting or changing anything; and to make explanation only where a cultural misunderstanding may be occurring, or where there is no direct equivalent for a particular term. In exceptional circumstances a summary may be given instead, if requested by any party at the Assignment and consented to by all parties present.
- 5.2.2 We fully understand that, for the purposes of ensuring accuracy, you may need to take notes whilst you are providing Interpreting Services and we will fully accommodate such needs. Unless otherwise agreed with us, any such notes must be verifiably destroyed prior to leaving the Assignment premises at the end of the Assignment.
- 5.2.3 You should declare any difficulties you have with providing the Interpreting Services that might affect your accuracy (such as interpreting dialects or technical terms or with the environment in which you are required to work) and if these difficulties cannot be satisfactorily remedied, you should withdraw from the Assignment and notify a Project Manager immediately. We may cancel the Assignment in these circumstances, at our discretion.

5.3 Contextual awareness

We expect you to be familiar with the general social, cultural and political context of the people and countries that speak the Interpreter Languages.

5.4 Professional and Ethical Conduct

- 5.4.1 You shall behave and dress in an appropriately professional manner whilst in attendance at an Assignment. This shall include not being under the influence of alcohol at any time during an Assignment.
- 5.4.2 You shall carry out all Assignments with absolute impartiality. You must immediately disclose to us any religious, political, financial, business or personal associations and/or beliefs that may affect your impartiality.
- 5.4.3 You shall notify a Project Manager at the start of a Booking if the Client, or any member of that person's immediate family, is known or related to you, and if so in what capacity.
- 5.4.4 You should not give advice, legal or otherwise, to any person during an Assignment or otherwise enter into discussion or other communication with any person before, during or after an Assignment, otherwise than for the purposes of:
 - 5.4.4.1 properly providing the Interpreting Services; and/or
 - 5.4.4.2 to confirm points of understanding of language and/or dialect; and

in all cases, you should conduct each corresponding discussion or communication in a transparent manner, so that those present at an Assignment location clearly understand the nature and relevance of that discussion or communication.

5.4.5 Under no circumstances should you accept any form of reward (whether in cash or otherwise) for the Interpreting Services, other than payments due from us under the terms of the Booking.

5.4.6 You should not act in any manner likely to bring you or us into disrepute.

5.5 Attendance and punctuality

5.5.1 You must recognise that time is of the essence, and arrive for the Assignment by its start-time and remain present throughout its specified duration.

5.5.2 When, in your opinion, the Assignment has been completed or in the event that you have withdrawn from the Assignment for any reason, you shall immediately contact a Project Manager, who will confirm whether you:

5.5.2.1 are required to remain at the location of the Assignment for a further period and provide further Interpreting Services; or

5.5.2.2 may be released for the remainder of that day.

5.5.3 If for an unavoidable reason you are going to be late for or have to leave early from an Assignment, you must as soon as is reasonably practicable and in any event before your due time of arrival telephone or otherwise notify the Project Manager that arranged the Booking with you, to advise him/her of your estimated time of arrival and/or departure and the reason for your lateness and/or early departure.

5.5.4 Provided that you comply with this clause 5.5, your attendance time for the Assignment (for the purposes of payment) shall be calculated from the start-time of the Assignment as set out in the Booking until the time of your departure from the Assignment location.

5.5.5 In the event that you arrive late for or depart early from an Assignment without the approval of a Project Manager, we may at our sole discretion deduct a fair proportion of your invoice sum before making payment.

5.6 Interrupting the speaker at an Assignment

You should only interrupt the speaker to:

5.6.1 ask for clarification;

5.6.2 point out that a party may not have understood something;

5.6.3 alert the parties to a missed cultural reference; or

5.6.4 ask for due accommodation for the interpreting process, such as (but not limited to) a necessary pause for note-taking or other purposes.

5.7 Mobile phones, pagers, and similar devices

You are required to switch off your mobile phone(s), pager(s), and similar devices (including but not limited to communication and/or entertainment systems of all kinds) when entering the Assignment location.

5.8 Period of availability for a booking

Upon entering a Booking you shall keep the whole of the estimated duration of the Assignment (as specified by us when the Booking is made) free from any other commitments.

5.9 Translation Services

5.9.1 From time to time during the Booking you may be requested to provide Translation Services to the Client by either the Project Manager or the Client.

5.9.2 You should refuse any request made during the Booking for you to provide Translation Services if you consider that you are unable to perform the translation to the high standards that we expect, either because there is insufficient time, or because you do not have sufficient ability in the source or target language.

5.10 Confidential Information

5.10.1 You acknowledge that in the course of completing Assignments you will have access to Confidential Information, the appropriate management of which is strictly your responsibility. You shall not (except in the proper course of completing an Assignment), either during or at any time after a Booking, use, attempt to derive any gain from or disclose to any third party any Confidential Information.

5.10.2 This restriction does not apply to any use or disclosure authorised by us or the Client or required by law, or to any information which is already in, or comes into, the public domain otherwise than through your unauthorised disclosure.

5.10.3 You will indemnify us against any costs, claims, losses, or expenses which we incur as a result of a breach by you of paragraph 5.10.1.

5.10.4 After each Booking you shall return to us or destroy in a secure manner all source documents and information that relate to the Client and that were provided to for an Assignment. All computer files related to the Assignment must be deleted.

6. SUBCONTRACTING AND PERSONAL MARKETING

6.1.1 You shall not subcontract a Booking unless given express written consent to by a Project Manager. Consent shall only be given following a full vetting procedure of the intended subcontractor and upon our complete satisfaction that the subcontractor is suitable for the Assignment. We reserve the right to refuse to pay any invoice for an Assignment completed with a contribution by an unauthorised subcontractor.

- 6.1.2 Under no circumstances should you:
- 6.1.2.1 contact the Client directly or independently of us before or after the Assignment (all communication with the Client should be through a Project Manager) other than as required for the carrying out of Interpreting (or Translation) Services for a particular Assignment; and/or
 - 6.1.2.2 distribute your personal business cards or personal information to Clients.
- 6.1.3 We reserve the right to terminate Bookings and refuse payment of invoices in cases in which we deem that you have tried directly to solicit business from a Client.

7. SPECIFIC REQUIREMENTS FOR TRANSLATION SERVICES

- 7.1.1 Please honour the formatting and page breaks in the source document when you complete the target document. As an example, if the source document contains three pages, then the target document should also contain three pages. If the target language 'swells' then please reduce the font size accordingly
- 7.1.2 Please contact a Project Manager for clarification if there are any words/statements in the source document which do not make sense to you or if there is an apparent error in the source document.
- 7.1.3 Please only return translated documents to a Project Manager that have been thoroughly reviewed for accuracy.
- 7.1.4 Please retain all file names of the source document but add the language code to the end of the file name e.g. if the file name is 'Translation One.doc' and the target language is Italian, then the translated document should be returned as 'Translation One ITA.doc'.

8. FRAUD, CORRUPTION OR MISUSE

Whilst completing an Assignment, if you become aware of anything that you genuinely suspect indicates fraud, corruption or misuse on the part of any person directly or indirectly involved in any aspect of the Assignment, you should notify us in writing accordingly. Your notification should be addressed and sent to a Project Manager or another appropriate, named individual who permanently works for us, and should set out the details of the circumstances that gave rise to your suspicions. You should keep a copy of your notification, together with a note of: (i) the date on which you provided it to us; (ii) the method by which it was so provided; and (iii) the name of the individual to whom it was addressed.

9. YOUR LIABILITY

- 9.1 Status and Income Tax / National Insurance
 - 9.1.1 The relationship of you to us is that of independent contractor and nothing in this agreement shall render you an employee, worker, agent or partner of us and you shall not hold yourself out as such.

9.1.2 You agree that you are self-employed, that you shall notify HMRC of this, and that these terms and conditions are not a contract of employment and accordingly you shall be fully responsible for and shall indemnify us for and in respect of:

9.1.2.1 any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with a Booking, where the recovery is not prohibited by law. You shall further indemnify us against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by us in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and

9.1.2.2 any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by you against us arising out of or in connection with a Booking.

9.1.3 We may, at our option, satisfy such indemnity (in whole or in part) by way of deduction from any payments due to you for a Booking.

9.2 Insurance and Legal Protection

9.2.1 You shall have personal liability for and shall indemnify us for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by you of these terms and conditions, including any negligent or reckless act, omission or default in the provision of the Interpretation and/or Translation Services under a Booking and shall accordingly maintain in force during a Booking full and comprehensive professional indemnity insurance cover with a reputable insurer.

9.2.2 If we request them, you shall provide us with details of such insurance cover.

10. SEVERENCE

If a court or any other competent authority finds that any provision of these terms and conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the terms and conditions shall not be affected.

11. ENTIRE AGREEMENT

Subject to the terms of each Booking agreed between you and us in writing, these terms and conditions shall contain the entire agreement between you and us and replace all previous negotiations, agreements, understandings and representations between you and us, whether oral or in writing, and shall take precedence over any standard terms submitted by you.

12. THIRD PARTY RIGHTS

Except as expressly provided elsewhere in these terms and conditions, a person who is not a party to these terms and conditions shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms.

13. LAW AND JURISDICTION

These terms and conditions, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle such dispute or claim.