



Terms & Conditions: Translators

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 translators 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 Translators

Terms:

Assignment	A piece of work containing words or text that you agree to translate as part of the Booking.
Booking	An arrangement between us and you to provide us with Translation Services in relation to a specific Assignment. For the avoidance of doubt, a Booking is made upon written confirmation from you that you have accepted an Assignment from us.
Client	A client of ours that places an order with us for the translation of text or words.
Completed Assignment	An Assignment that has been delivered to the Client in final form by us/the Project Manager.
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 translate, create, develop, receive or obtain in connection with a Booking, whether or not such information is marked confidential.
Project Manager	A representative of ours that makes and handles a Booking with you.
Translation Services	The rendering in written form of the words or text contained within an Assignment from one language into another language following a Booking and in accordance with the terms and conditions set out in this document.

We Kwintessential Limited or any group company of Kwintessential Limited, and “our” and “us” shall be construed accordingly.

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 Translation Services for 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 further 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.

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 TRANSLATOR 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 fee or rate agreed between you and a Project Manager prior to the Booking.
- 3.2 You shall submit an invoice to us by email within 7 days of the date on which you deliver the Assignment to a Project Manager stating:
- 3.2.1 the PO number given;
 - 3.2.2 the number of words translated;
 - 3.2.3 the language pair;
 - 3.2.4 account details for payment; and
 - 3.2.5 your address and contact information.
- 3.3 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 3.2.
- 3.4 If you live and work in the United Kingdom, we will only pay your invoice by BACS and we will not pay any translator by cheque.
- 3.5 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.
- 3.6 When settling invoices through international bank transfers, we shall deduct any bank charges that we incur from the amount payable to you.
- 3.7 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, provided that the invoice is for a Completed Assignment. If you have not received payment within 5 weeks of submission of your invoice, you should contact us.

4. CANCELLATION OF BOOKINGS

- 4.1 We reserve the right to cancel a Booking at any time, whereupon we shall be liable to pay you only for the words or text of the Assignment that you have translated. Upon notice from us that a Booking has been cancelled, you should cease work on the Assignment immediately and in within 4 hours submit the Assignment in its current form (clearly showing the number of words or amount of text already translated).
- 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.

- 4.3 You should inform a Project Manager as soon as possible if you need to cancel a Booking or if you foresee the late delivery of an Assignment in order that we may replace you with another suitably qualified professional, or / and, contact the Client and advise them of the delay if necessary.
- 4.4 We shall monitor the number and frequency of short notice cancellations or late deliveries of Assignments that you make and may use this information to inform our assessment of your suitability for future Bookings.

5. TRANSLATION SERVICE REQUIREMENTS

5.1 Confidential Information and Impartiality

- 5.1.1 You acknowledge that in the course of completing the 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.
- 5.1.2 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.
- 5.1.3 You will indemnify us against any costs, claims, losses, or expenses which we incur as a result of a breach by you of paragraph 5.1.1.
- 5.1.4 After each Booking you shall return to us or destroy in a secure manner all documents and information that relate to the Client and that were provided to you by a Project Manager for an Assignment. All computer files related to the Assignment must be deleted.
- 5.1.5 You shall carry out all Assignments entrusted to you 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.

5.2 Quality of Translation Services

- 5.2.1 You must only provide Translation Services in relation to your mother tongue language and languages in which you are fluent and use habitually (**Translation Languages**). You must be able to demonstrate that you have sufficient qualifications and background to adequately complete an Assignment in the relevant Translation Languages.
- 5.2.2 You must maintain the highest standards of work, ensuring complete accuracy of meaning and making all reasonable efforts to translate the words or text in the cultural context of the target language.
- 5.2.3 We expect you to be familiar with the general social, cultural and political context of the people and countries that speak the Translation Languages.

5.2.4 It is essential that you refuse any Assignment which you know to be beyond your competence in the Translation Languages or that you cannot complete with the quality of service required by this paragraph 5.2.

5.3 Subcontracting and Personal Marketing

5.3.1 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.

5.3.2 Under no circumstances should you:

5.3.2.1 contact the Client directly or independently of us (all communication with the Client should be through a Project Manager); and/or

5.3.2.2 distribute your personal business cards or personal information to Clients.

5.3.3 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.

5.4 Assignment Specific Requirements

5.4.1 Please honour the formatting and page breaks in the source text of the Assignment when you complete the target text. As an example, if the source text contains three pages, then the target text should also contain three pages. If the target language 'swells' then please reduce the font size accordingly

5.4.2 Please contact a Project Manager for clarification if there are any words/statements in the source text which do not make sense to you or if there is an apparent error in the source text.

5.4.3 Only return Assignments to a Project Manager that have been thoroughly reviewed for accuracy.

5.4.4 Please retain all file names of the source text 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'.

6. 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 source document, including without limitation anything connected with the Booking, you should notify us in writing accordingly. Your notification should be addressed and given or 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.

7. YOUR LIABILITY

7.1 Status and Income Tax / National Insurance

7.1.1 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.

7.1.2 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:

7.1.2.1 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

7.1.2.2 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.

7.1.3 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.

7.2 Insurance and Legal Protection

7.2.1 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 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.

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

8. 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.

9. 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.

10. 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.

11. 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.