

LINK TRANSLATION BUREAU LIMITED
GENERAL CONDITIONS FOR FREELANCE TRANSLATORS AND INTERPRETERS

Link Translation Bureau Limited ("Link") is engaged in the provision of translation and interpreting services and is entitled to sub-contract the said services ("the Services") to independent contractors/freelance translators and interpreters ("the Translator") who will comply with the general conditions set out below.

These conditions shall apply to all contracts made between Link and any Translator whether written or oral, and whether these conditions are expressly mentioned or not and supersede any General Conditions for Freelance Translators issued prior to 1st July 2010. No alteration or qualification of these conditions shall be effective unless expressly accepted by a Director of Link in writing.

The Translator accepts the work from Link in accordance with the following conditions-

1. Liability

- 1.1 The Translator shall exercise reasonable care and skill in performing the Services and undertakes to comply with the Codes of Ethics laid down from time to time of the Institute of Linguists, the Institute of Translation and Interpreting and with the Code of Conduct of the Association of Translation Companies in providing the Services.
- 1.2 The Translator must be competent to perform the Services and should only offer to perform the Services if they are within his or her capabilities.
- 1.3 Link reserves the right to return any work comprised in the Services to the Translator if it deems the work unsuitable.
- 1.4 The Translator shall indemnify Link to the value of the services provided against any loss or damage (whether directly arising, consequential or otherwise) costs expenses or other claims for compensation incurred or paid by Link as a result of breach of any express or implied warranty, condition or other term of this contract, any representation or breach of any duty at common law, by the Translator.
- 1.5 Acceptance of the Services by Link shall not be construed as a waiver of any right to a potential claim by Link under 1.4 above.

2. Presentation and amendments of Work

- 2.1 The Services will be presented in written form ("the Work") and in a professional manner in accordance with the instructions agreed by the parties to the contract at the time the contract is made.
- 2.2 If parts of the Work requires corrections of errors or omissions and/or grammatical, typographical or presentational amendments to be made by Link then the provisions regarding payment of fees in clause 6.2.1 below will apply to the contract between the parties.
- 2.3 If the Work requires corrections of errors or omissions and/or grammatical, typographical or presentational amendments and this involves Link completely retyping the Work, then the provisions regarding payment of fees in clause 6.2.2 below will apply to the contract.
- 2.4 If the corrections of errors or omissions and/or grammatical, typographical or presentational amendments involves Link using a third party for the correction work then the provisions regarding payment of fees in clause 6.2.3 below will apply to the contract between the parties.

3. Delivery of Work and time for completion

- 3.1 The Work shall be delivered in the format agreed to Link's premises at Suite 307, Coopers Building, Church Street, Liverpool, L1 3AA, unless otherwise agreed between the parties.
- 3.2 The Translator shall deliver the Work before or on the date stipulated by Link ("the Due Date"). In all cases unless specifically agreed otherwise time will be of the essence to this contract.
- 3.3 The Translator must inform Link immediately if it appears that the Services will not be completed in order for the Work to be delivered on the Due Date.
- 3.4 If Link is informed by the Translator that the Work is unlikely to be delivered by the agreed Due Date, Link will be entitled at its discretion to-
 - 3.4.1 immediately retrieve any partially completed work (together with Link's original instructions to the Translator); and
 - 3.4.2 pay the Translator in accordance with the provisions of clause 6.2.3 below.

4. Confidentiality

- 4.1 The Translator agrees to treat as secret and confidential and not at any time for any reason to disclose or permit to be disclosed to any third party the contents of the Work.
- 4.2 Unless specifically agreed in writing by Link (and in accordance with conditions set out by Link) the Translator shall not directly approach any of Link's clients with a view to carrying out directly or indirectly translation or interpreting services on their behalf without Link's prior permission.

5. Copyright

- 5.1 Pursuant to the Copyright Designs & Patents Act 1988 copyright subsists in the Work and the Translator expressly licences to Link insofar as he/she is able to do so the right to reproduce and publish the Work.

6. Payment

- 6.1 Fees for the Services will be paid by Link during the month following the month of receipt of an invoice from the Translator.
- 6.2 At Link's discretion the fees agreed to be paid to the Translator may be reduced in accordance with the following-
 - 6.2.1 in the event of clause 2.2 applying to the contract between the parties the fee may be reduced by up to 33%; or
 - 6.2.2 in the event of clause 2.3 applying to the contract between the parties the fee may be reduced by up to 50%; or
 - 6.2.3 in the event of clause 2.4 applying to the contract between the parties the Translator will reimburse Link for the costs incurred; or
 - 6.2.4 in the event of clause 3.4 applying to the contract between the parties the fee may be calculated by reference to the time spent by the Translator in carrying out the Services.

I confirm that whilst carrying out work for Link Translation Bureau Limited I am responsible for my own payment of Income Tax and National Insurance Contributions and where applicable VAT.

PRINT NAME IN FULL: _____ SIGNED: _____ DATE: _____