

# Language Link Plus Ltd - Interpreter Terms & Conditions

## **Integrity**

Interpreters shall be morally and legally responsible for the integrity of their work in accordance with their relevant Institute's and Language Link Plus Ltd's Code of Professional Conduct. They shall in all circumstances endeavour to give a faithful rendering of the original communication without deliberate addition or omission, except where additional explanation may be necessary to make clear cultural differences or resolve ambiguities or multiple nuances of meaning, resisting any pressure to do otherwise.

## **Confidentiality**

Interpreters shall at no time disclose to any third party any information not in the public domain which comes to their knowledge as a consequence of an interpreting assignment.

## **Services**

The services provided by the Interpreter shall comprise the interpreting services agreed in writing, electronically or spoken by Language Link Plus Ltd at the time when an assignment is accepted and/or those specified in these terms of business or purchase order. They shall not without express agreement at the time include any additional services.

## **Contract**

All assignments shall be confirmed electronically and shall constitute a Contract between Language Link Plus Ltd and the Interpreter, signed by both, which shall include these terms of business and any variants explicitly agreed. If any Interpreter is commissioned for an assignment and there is no time to enter into a written contract sent electronically, the assignment shall be entered into on the basis of an oral contract only and these terms of business shall be deemed to apply.

## **Working hours**

If in the course of an interpreting assignment it is found that interpreting services will be required for an additional period after the period of work for which the Interpreter was initially contracted, the Interpreter may be invited, but not compelled to:

- continue for a further agreed period on that same day,
- continue for a further period on subsequent days.

If the Interpreter consents to the above, additional fees shall be paid accordingly.

## **Quotation**

Fees quoted by an Interpreter shall be considered contractually binding. Quotations shall be confirmed in writing and any VAT applicable in addition to the fee shall be stipulated.

Language Link Plus Ltd is not liable for tax payments on behalf of its Interpreters and all tax payments are the responsibility of the Interpreter only.

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## **Fees**

All fees and allowances shall be freely negotiated and paid in full following receipt of an invoice, not later than 30 days after the end of the event. Fees shall be charged on an hourly rate of no less than two hours excluding travel which will be paid as per agreement in the PO.

## **Cancellation**

If an accepted assignment is curtailed or cancelled either wholly or in part, or performance of the assignment is frustrated for reasons for which Language Link Plus Ltd is responsible within 72 hours, Language Link Plus Ltd shall be liable to payment of a cancellation fee at a rate of two hours unless otherwise agreed. However if at the time of cancellation Language Link Plus Ltd is able to offer an alternative assignment of a similar type under comparable conditions and circumstances for all or part of the period of the original assignment, Language Link Plus Ltd's liability to the Interpreter in respect of cancellation fees shall be reduced by the amount of the fees payable for the alternative assignment.

Any cancellation fee shall be agreed between the parties prior to acceptance of the assignment and shall be determined in the light of

- a) the time between the notification of cancellation and the expected start date and time,
- b) the period of time between acceptance of the assignment and the expected start date of the assignment, and
- c) the expected length of the assignment.

## **Unavoidable circumstances**

The Interpreter undertakes to notify Language Link Plus Ltd at the earliest possible opportunity if he/she is prevented from undertaking an assignment or if performance is frustrated by unavoidable circumstances. In giving such notice the Interpreter shall relinquish any right to:

- remuneration for the uncompleted part of the assignment
- the reimbursement of any expenses, except those already irrecoverably incurred, or necessarily incurred in returning the Interpreter to his/her normal place of residence by suitable means.
- unless notified 72 hours prior to the booking, the interpreter shall be liable for paying any losses that incur due to non-attendance of the appointment. (A day of law court session costs are very substantial and could run into thousands of pounds).

## **Complaints**

Any complaint in connection with interpreting work carried out shall be notified to the Interpreter by Language Link Plus Ltd (or vice-versa) not later than one month from the final day of an assignment.

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## **Responsibility and liability**

The interpreting task shall be carried out by the Interpreter using reasonable skill and care. The Interpreter shall use his or her best endeavours to interpret to the best of his or her ability, knowledge and belief. The interpreter confirms that they are adequately qualified and/or experienced to carry out the assignment and any complaints which arise where this is an untruth can result in the withdrawal of the agreed fee from Language Link Plus Ltd.

## **Unfair competition**

Where in the course of business, Language Link Plus Ltd is an intermediary and introduces the Interpreter to a third party by way of business, the Interpreter shall not for a period of 6 months approach the said third party for the purpose of soliciting work, nor work for the third party in any interpreting capacity.

## **Governing Law**

The legal relationship between the Client and Language Link Plus Ltd shall be governed by British law. The place of jurisdiction for the settlement of disputes shall be London, United Kingdom.