

## STANDARD TERMS AND CONDITIONS

### 1. Definitions

In these terms and conditions, the following words and phrases shall have the following meanings **“The Company”** means SELICA INTERNATIONAL FOR INNOVATION AND EVOLUTION LTD, a Company incorporated under the Companies Act (Registered No. 07020912) an Employment Business.

**“The Customer”** means the person or organisation with whom the Company has agreed to provide the Services

**“The Translator”** means the individual the company has requested to carry out the “Services” for the “Customer”

**“Services”** means the provision of translation or any other language services as are required by the Customer.

**“Project”** means the information to be translated and any related data provided to the translator on behalf of the client.

### 2. Terms and Conditions

In contracting with the Translator, the Company agrees to abide by the terms and conditions laid out in this document, in addition to the Company’s policies and procedures. The standard terms of this contract will prevail in the agreement between the Company and the Translator, and the terms are not capable of alteration by any member of the Company’s staff.

### 3. Notification by the Company

- 3.1 The Company will contact a Translator by telephone or email to request the Service.
- 3.2 The Company will provide the Translator with the correct brief and all of the information required to provide the Services for the customer.
- 3.3 A Purchase Order may be provided to the translator on request for each Project.

### Obligations on the Translator

#### - Delivery

- 4.1 The Translator will deliver the completed Project on or before the pre-agreed deadline stated by the Company.
- 4.2 In the event that the Translator is unable to deliver the completed Project on or before the pre-agreed deadline stated by the Company, the Translator shall contact the Company by telephone or email immediately and inform them of the situation.
- 4.3 If Translator delivers after the pre-agreed deadline stated by the Company, and does not inform the Company of his/her lateness, the Company reserves the right to exercise its discretion to make a reasonable deduction in the payment to the Translator.
- 4.4 In the event that the Translator fails to deliver the completed Project on or before the pre-agreed deadline stated by the Company as requested by the Customer, and agreed by the Translator, this could cause a delay to payment whilst a timely investigation is being carried out.
- 4.5 In the cases where the Translator refuses to, or cannot explain his/her failure to deliver the completed Project to the reasonable satisfaction of the Company, the Company reserve the right to make a reasonable deduction from any outstanding pay owed to the Translator.



## Translator

- 4.6 Job Title – Translator. The Translator agrees to provide the Services to the best of his/her ability and to aid and assist the Customer in any way that he/she can.

## Project

- 4.7 The Translator will take every care necessary to ensure that the Project delivered has been translated accurately and to the best of their true ability. The Company reserves the right to withhold payment of any translations that are received that are below the standards agreed and expected of the Translator.
- 4.8 The Translator agrees to deliver a translated, proofread, typeset and formatted version of the original translation that is accurate and correctly translated on or before the pre-agreed deadline to the Company by Email in Word format, unless requested otherwise.
- 4.9 The Translator agrees to complete the entire Project by his / herself and not to outsource the translation to any unknown or unauthorised third parties. Should the Translator regularly work in Partnership with other Translators to complete Projects, the details of any of their colleagues must be forwarded to the Company for full review before any work is carried out by the other Translators. The Translator must carry out a full and final check of any Project awarded to them by the Company before returning the translation to the Company.
- 4.10 The Translator agrees to complete the Project and translate the words therein accurately and truthfully and not to amend or distort the translation in any way to fit in with his / her own personal viewpoint. All Projects are to be completed impartially and objectively by the Translator however the Translator reserves the right to decline any Project presented to him / her as soon as it is presented by the Company for any reason without prejudice or further implication from the Company.
- 4.11 Failure by the Translator to submit the Project on time and fully completed will cause a delay to the payment whilst a timely investigation is carried out.

## 5 Payment

- 5.1 The Company undertakes to pay the Translator for the services at an individual pre-agreed rate to be agreed before the completion of the Translator's first Project. Due to the variables of each Project, such as volume of words, subject matter, frequency and levels of formatting involved, the Company and the Translator reserve the right to re-negotiate the rates for each Project at any time.
- 5.2 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 Translator.
- 5.3 Payment will be made by the Company in the final two weeks of the 1st month following the month in which the Service was provided notwithstanding the exceptions made in Clause 4.10.
- 5.4 Payment will be made regardless of whether or not the Company has been paid by the Customer unless the Customer has refused to make payment due to the poor quality of the Translation received.
- 5.5 The Company is under no obligation to provide annual leave.

## 6 Liability

- 6.1 At no time during the contract is the Translator considered to be an employee of the Company. At all times the Translator is considered to be a self-employed individual with whom the Company is contracting for the provision of the Services.
- 6.2 The Translator will exercise reasonable skill and care in providing the Service to the Customer within the reasonable provision of the Service.

- 6.3 The Translator will undertake to keep confidential all information and documents delivered by the Company or the Customer and shall not disclose any such information or the contents of such documents to any 3rd party unless compelled to do so by law, this includes all details contained within these terms & conditions being disclosed to any of our clients.
- 6.4 The Translator agrees not to make any unauthorized contact with the company's Clients, and must request permission to have any direct contact with them. Also The Translator agrees to inform The Company immediately if any of The Clients attempt to make any direct contact with them.
- 6.5 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 Translator 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 Customer.
- 6.6 The Translator 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 Translator.

I have read the document above in full, and fully understand the agreement which it proposes.

**Print Name:** .....

**Date:** .....

**Signed:** .....

