

Linguists' Agreement

Any person agreeing to undertake a Commission of a linguistic nature (hereinafter referred to as a 'Linguist') on behalf of any individual or corporate body (hereinafter referred to as the 'Client') through Translating and Interpreting Services (UK) Ltd (hereinafter referred to as T & I Services (UK) Ltd), enter into a binding agreement with T & I Services (UK) Ltd, said Agreement being covered by the following terms and conditions:

- 1.1 The terms of this Agreement shall apply to all linguistic work undertaken by the Linguist.
- 1.2 A Linguist shall in all cases act in accordance with appropriate professional standards and shall exercise skill and care in undertaking a Commission.
- 1.3 A Linguist shall clarify any obscurities in a Commission by contacting T & I Services (UK) Ltd or the Client for verification.
- 2.1 The Linguist acknowledges that all information relating to the identity of or the business of the Client is confidential and the Linguist warrants to maintain all such information confidential and not to disclose it to any third party nor directly or indirectly use the same save for the purposes for which it was communicated and shall inform each of the employees to whom it is communicated of the confidential nature of such information.
- 2.2 The Linguist warrants that the Linguist will not approach the Client directly for any purpose except as explicitly authorised by T & I Services (UK) Ltd.
- 2.3 No Linguist who has been introduced to a Client by T & I Services (UK) Ltd may approach or undertake work of a linguistic nature for said Client for a period of twelve months after the completion of a Commission for T & I Services (UK) Ltd. Should an existing Client of T & I Services (UK) Ltd approach a Linguist directly within the same twelve-month period, the Linguist shall forthwith notify T & I Services (UK) Ltd and refer that Client to T & I Services (UK) Ltd.
- 3.1 A Linguist shall disclose to T & I Services (UK) Ltd any business, financial or other interest in a Commission other than a purely linguistic one, before agreeing to undertake the Commission.
- 4.1 Any Commission, which is beyond the linguistic competence of a Translator/Interpreter, shall be refused.
- 4.2 A Commission shall not be sub-contracted or sub-commissioned by a Linguist without the prior knowledge and written agreement of T & I Services (UK) Ltd.
- 5.1 A Linguist shall only work into the language in which he or she has mother tongue or equivalent competence.
- 5.2 Evidence of a Translator/Interpreter's linguistic competence and technical expertise shall be given to T & I Services (UK) Ltd if required, by the provision of samples of work undertaken and names and addresses of bona fide referees.
- 5.3 A Linguist shall carry out at no extra cost to T & I Services (UK) Ltd any changes to a Commission, including redrafting or editing, if these changes are required as a result of defective or unsatisfactory translation.
- 6.1 Any Commission given to a Linguist shall be treated as a professional secret and shall not be divulged or communicated to a third party without the prior knowledge and written agreement of T & I Services (UK) Ltd.
- 7.1 Where a delivery date is a material part of a Commission accepted by the Translator/Interpreter, this shall be disclosed by T & I Services (UK) Ltd in advance and in such event time shall be deemed to be of the essence of the Agreement.

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- 7.2 Where, under such circumstances the Linguist fails to complete the Commission by the specified delivery date, T & I Services (UK) Ltd shall be entitled to impose a penalty for late delivery.
- 8.1 In the event of a Force Majeure, the Linguist shall notify T & I Services (UK) Ltd without delay, indicating the circumstances. Force Majeure shall entitle the Linguist and T & I Services (UK) Ltd to withdraw from the Agreement, but in an event T & I Services (UK) Ltd undertakes to pay the Linguist for work already completed.
- 8.2 Force Majeure shall be Strike, Lockout, Industrial Dispute, Civil Commotion, Natural Disaster, Acts of War and any other situation beyond the control of the Linguist, which can be shown to have materially affected his, or her ability to deal with the Commission as agreed.
- 9.1 These general terms and conditions shall be

- interpreted in accordance with the Law of England and Wales.
- 9.2 Payment is at the end of the following month after receipt of the linguist's invoice at T & I Services (UK) Ltd.
- 10.1 This contract is subject to the law of England and Wales.
- 10.2 The parties submit to the exclusive jurisdiction of the courts of England and Wales and irrevocably agree that proceedings issued out of the said courts may without prejudice to the rules of service of such courts be served by delivering such proceedings in an envelope addressed to the party to be served at the address for such party set out in this contract.
- 11.1 The Linguist with full title guarantee and by way of present assignment of existing and future copyright assigns all vested contingent and future rights of copyright and all rights in the nature of copyright in respect of all translating work carried out under the Commission to T & I Services (UK) Ltd.

I have read the above terms and conditions and agree to abide by them.

Signed	<input type="text"/>	Address	<input type="text"/>
Full Name	<input type="text"/>		<input type="text"/>
Date	<input type="text"/>		<input type="text"/>
		Postcode	<input type="text"/>
Witness (Signed)	<input type="text"/>	Telephone	<input type="text"/>
Print Name	<input type="text"/>	Fax	<input type="text"/>
Date	<input type="text"/>	E-Mail	<input type="text"/>

Please sign and return a copy of this Agreement to T & I Services (UK) Ltd as soon as possible, at the following address:

T & I Services (UK) Limited
Midsummer Court,
314 Midsummer Boulevard,
Central Milton Keynes,
MK9 2UB UK
Fax: +44 (0) 1908 265461