

Business Language Services Ltd.
SUBCONTRACTOR GENERAL TERMS & CONDITIONS

The following conditions apply as relevant to the Subcontractor's role as translator, proof-reader, or any other linguistic service provider. Business Language Services Ltd. (hereinafter referred to as the Company) includes any other trading names or brands under which the Company operates.

1. **Document retention and confidentiality:** All documents submitted to the Subcontractor by the Company remain the property of the latter at all times, and will be held in strict confidence by the subcontractor. All copies will be returned or destroyed by the Subcontractor upon request from the Company
2. **Deadline date and time:** Unless otherwise specified, the deadline shall mean 17:00 GMT on the date given in the purchase order. Late delivery, unless agreed previously with the Company will entail a reduction in the fee due to the translator on a daily basis in line with the fee and deadline for the assignment.
3. **Delivery costs:** Unless otherwise agreed, the costs of delivering the project to the stipulated address shall be deemed included in the job/assignment fee.
4. **Presentation and delivery of finished work:**
 - a. Subject to the Company delivering the work to the Subcontractor as agreed, it is the Subcontractor's responsibility to ensure that the work reaches the Company by the deadline, complete in chronological format and in the required medium (e.g. hard copy, fax or e-mail). Any deadline adjusted during the course of the project must be confirmed in writing.
 - b. The Subcontractor, unless given specific instructions from the Company to the contrary, shall reproduce the formatting of the source text, including the correct use of tables, correct font types and sizes (or nearest equivalents if not available), headers and footers, styles, embedded charts etc. It is the Subcontractor's responsibility to inform the Company of any potential software incompatibility issues. If the translation is returned to the Company in a format which is judged to be unsuitable for delivery to the client, it is at the Company's discretion to deduct from the translator's remuneration the cost of formatting the document, at current market rates, to be agreed and notified at the time.
5. **Word count:** If the source document is soft copy, the Company bases all fees on the electronic word count. If the source document is hard copy, a word count will be agreed between the Company and the Subcontractor. In the case of proof-reading, fees are also based on word count as above.
6. **Quality:**
 - a. The Subcontractor shall take responsibility to correct any legitimate errors, in line with normal industry practice, found in the translated text. Should the Subcontractor be unwilling or unable to do this within the deadline, the Company reserves the right to carry out such corrections independently, charging the normal market rate to the Subcontractor, such to be agreed and notified at the time.
 - b. The translation Subcontractor shall be aware that their translation may be proofread before delivery to the client. If the proofreading Subcontractor finds that the errors and/or inconsistencies exceed what would be normally expected had the translation Subcontractor taken due care and attention, the Company reserves the right to deduct from the translator's remuneration the cost of the extra proofreading time taken to correct the aforementioned errors or inconsistencies.
 - c. The Subcontractor shall not carry out any project for which they do not have the requisite professional knowledge and/or experience to carry out the work to a commercially acceptable standard.
 - d. In the case of proofreading, the proofreading Subcontractor shall give a satisfactory and detailed justification for any work required over and above what would be expected of a usual proof review. Satisfactory justification shall mean that the original translation was of low quality and required further work which is normally considered beyond the proofreading Subcontractor's responsibility.
 - e. There shall be no time limit on which the Subcontractor shall be held responsible for unsatisfactory work.
7. The Subcontractor is contracted to the Company on projects which he/she accepts. He/she shall make no attempt to establish any arrangement independent of the Company with the customers of the Company on this or any related project. The Subcontractor shall not sub-commission or subcontract work without the consent and knowledge of the Company. If he/she does so, the Company reserves the right to report the Subcontractor to any professional body and/or other translation company and to withhold payment for the Subcontractor.
8. **Cancellation of work:** If the Company contracts the Subcontractor and subsequently cancels the job, the Company will pay the Subcontractor the amount owed for work completed to that date. The Subcontractor shall make available to the Company all work completed to that date.
9. **Professional indemnity insurance:** Subcontractors undertaking work for the Company will be covered by the Company's professional indemnity insurance.

- 10. Payment:** The payment amount for each job shall be determined at the time of assigning the job, in line with the Subcontractor's approved pricing structure, and will be that set forth in the Company's purchase order. Any change to the agreed rate of pay must be agreed by both parties, in writing. In the case of disputes, part-payment will, where possible, be made in line with normal payment terms, subject to the nature and extent of the dispute. In the case of a translation quality dispute, the Company reserves the right to withhold all or part of the Subcontractor's payment until such dispute has been resolved.
- 11. Invoicing:** Invoices must be submitted to the Company within 1 month of the job being completed. Any invoices submitted after 3 months will not be accepted. All invoices will be paid within 30 days end-of-month following receipt of invoice, unless exceptional circumstances have arisen or otherwise been agreed.
- 12.** If a Subcontractor is commissioned for an assignment and there is no time to enter into a written agreement, the assignment shall be entered into on the basis of an oral contract only and these Terms & Conditions shall be deemed to apply.
- 13. Health and Safety:** Subcontractors are responsible for their own health and safety and any other relevant conditions.
- 14. Unresolved disputes:** In the case of any unresolved disputes in respect of quality or accuracy of work, the adjudication of the Association of Translation Companies, the Institute of Translation and Interpreting (UK), the Chartered Institute of Linguists, or a similar independent body shall be used, whose decision shall be final.
- 15. Governing law:** These terms and conditions are governed by and shall be construed in accordance with the law of England and Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales.