

THEBIGWORD INTERPRETING SERVICES LIMITED

- and -

[LINGUIST/ Language Service Provider NAME]

(2)

INTERPRETING SERVICES AGREEMENT

BETWEEN:

- (1) **thebigword Interpreting Services Limited** (UK company number 06232449) whose registered offices are at 4 Royd's Cl, Lower Wortley, Leeds LS12 6LL ("Us", "Our", "We", "thebigword"); and
- (2) **[LINGUIST/ language service provider NAME] OF [LINGUIST/ language service provider ADDRESS]** ("You", "Your")
Unless expressly stated otherwise elsewhere in this Agreement, "You" includes Your employees, agents and sub-contractors and, in the case of a company, Your directors, shareholders, officers, employees, managers, members, partners, principals and associated or affiliated companies; if You are not a company then Your individuals or entities in similar positions. A reference to a company shall include any company, corporation or other corporate entity, or partnership (in its capacity as such), wherever and however incorporated or established.

1. GENERAL

- 1.1 You are in business as a specialist provider of interpreting services ("Services"). By this Agreement We may from time to time offer You work as an approved non-exclusive Linguist offering Services on an ad-hoc basis to support Us in delivering specialist linguist services to our customers and clients. Any offer we make to you in this Agreement is an "Order". We do not promise to offer any minimum number of Orders to be done by You under the terms of this Agreement. Nor are You obliged to accept any Order which is offered or any minimum number of Orders. There is no mutuality of obligation between You and Us. A contract between You and Us ("Contract") will only come into being on the offer by Us to You of an Order and Your acceptance of it and the terms and conditions of this Agreement shall be deemed to be incorporated in the Contract. There is no contractual relationship in place between You and Us during the periods between any Contracts.
- 1.2 A Contract will be subject to the terms of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and an Order or any other document, the terms and conditions of this Agreement shall prevail unless otherwise agreed. Any variation of the Contract must be agreed in writing between You and Us.
- 1.3 **WHERE YOU ARE A LANGUAGE SERVICE PROVIDER, PROVIDING SERVICES TO US AND/ OR OUR CLIENTS, THEN THE TERMS OF THIS AGREEMENT APPLY TO THOSE LINGUISTS SUPPLIED BY YOU. YOU SHALL BE RESPONSIBLE FOR ENSURING THAT THEY ADHERE TO ALL THE CLIENTS' REQUIREMENTS AND YOU WILL BE LIABLE TO US FOR ANY BREACHES OF THIS AGREEMENT BY THEM AS IF THEY WERE COMMITTED BY YOU.**
- 1.4 We may at any time propose changes to the terms of this Agreement. If You choose to accept an offer of an Order after We have proposed such changes, You will be deemed to have accepted the relevant changes.

2. PRICE AND PAYMENT

- 2.1 Unless otherwise expressly agreed by Us, Interpreting Fees for the Services shall set out in the Order and will be fixed for the duration of an individual Contract and shall be inclusive of all charges including, without limitation, charges for insurance and delivery. We may change Our pricing policy from time to time and acceptance by You of an Order after any such change has been notified by You will be deemed to be Your acceptance of the relevant change.
- 2.2 Unless otherwise agreed Interpreting Fees are in sterling (£GBP) and are exclusive of sales or value added tax and any other tax or duty if any. Subject to clause 2.3 payment will be made in accordance with the process set out in Appendix 2. We shall only make payment by BACS (or similar bank transfer). No payment shall be made by cheque.
- 2.3 In the case of telephone interpreting, payment shall be made in accordance with the Statement (which will bear the Order Number).
- 2.4 All payments will be made on the basis that You are responsible for the recipient's bank charges in respect of the electronic payment. Due to significant bank charges and low value invoices please be aware that thebigword may withhold payment of invoices due to You until the amount owed to You exceeds the following aggregate thresholds:
- GBP electronic payment based within the UK £5.00
 - GBP electronic payment based outside the UK £15.00
 - USD electronic payment \$25.00
 - EUR electronic payment €20.00
 - Other currency electronic payments £15.00

3. DELIVERY AND FORCE MAJEURE

- 3.1 The dates for carrying out the Services are of the essence for performance and it is a strict condition of any Order that the Services are provided within the required timeline or on the dates specified (in order to enable Us to meet our obligations to our Clients).
- 3.2 You shall deliver the Services to Us in accordance with the terms of the Contract. Neither party will be liable to the other in any circumstances for the consequences (including by way of example payment of cancellation fee, travelling expenses) of any delay in delivery or performance or failure to deliver or perform if the reason for the delay is due to an act of God, fire, inclement or exceptional weather conditions, industrial action, hostilities, governmental order or intervention (whether or not having the force of law) or any other cause whatever beyond the control of either or both parties or of an unexpected or exceptional nature.
- 3.3 For any MOJ Contracts where You are going to be late, in addition to notifying Us You must also notify the representative of the Client.

4. CANCELLATION

- 4.1 You shall adhere to the terms of Our Cancellation Policy which is detailed in Appendix 3 of this Agreement.

5. YOUR RESPONSIBILITY AND LIABILITY

- 5.1 The Services shall be carried out by You using reasonable skill and care and in accordance with your specialist skills and expertise. We strongly urge that You have Your own professional indemnity insurance. You will also adhere to the terms of the Code of Conduct set out in Appendix 1.

- 5.2 You warrant that the Services shall be fit for the purpose specified by Us in the relevant Order. If We consider that the Services are not fit for the purpose specified or are, in Our reasonable opinion, not fit for transmission to the Client, We shall be entitled to reject the product of the Services.
- 5.3 You warrant that You hold the correct level of Security Clearance as applicable (where required in respect of a particular Contract) and You agree to provide evidence of this if We request it. You agree to renew the Security Clearance where appropriate and to provide evidence of that renewal if requested by Us. You agree to complete a self-declaration if We request one in the case of any particular Contract.
- 5.4 You acknowledge that the provision of Services by You under a Contract may result in You acquiring confidential information, trade secrets and knowledge about Our business, operations, customers, employees and trade connections and those of Our Clients. You may also come into direct contact with Our Clients. You therefore agree to enter into the restrictions in this clause for the purpose of protecting Our legitimate business interests and in particular Our (and our Clients') confidential information, goodwill and customer connections.
- 5.4.1 You must not use any of Our (or our Clients') confidential information. You must not disclose to any other person Our (or our Clients') confidential information. The obligation of confidentiality contained within this clause 5.4 shall survive termination of any Contract howsoever caused
- 5.5 Some material, content and subject matters may be distressing to some people. You may in advance inform Us of any subject matter or Contract type which You may find distressing, in Order that We can try to avoid these, but You can in any case reject any Order at any time for any reason.
- 5.6 You shall provide Us with all necessary access to such information as may be required from time to time in Order for Us to provide thebigword GMS[®] to You.
- 5.7 **Complaints handling.** We expect that as a professional Linguist You will wish to proactively work with Us and respond to any complaints without undue delay-
- 5.8 You will comply with all health and safety requirements relating to the carrying out of the work under a Contract. Such requirements include in addition to statutory laws and regulations any codes of practice and British Standards or their equivalent in Your jurisdiction relating to health or safety which may be applicable to the performance of a Contract.
- 5.9 As a professional Linguist We expect that You will take all appropriate steps to ensure that You are not placed in a position where there is or may be an actual or perceived conflict, or potential conflict, between Your own financial or personal interests and the duties owed to Us under the provisions of this Agreement (which includes any Contract). You shall disclose in writing to Us full particulars of any such conflict of interest which may arise in respect of any Order or Contract.
- 5.10 You agree that You will at Our option either delete and/or destroy all goods, documents files and/or reference materials which are the subject of a Contract forthwith upon completion of the work by You as notified by an authorisation of payment by Us, or return them to Us forthwith at Your expense together with all copies, notes or extracts which You then hold in Your possession or control.
- 5.11 Our software needs to confirm that Your computer meets the minimum security standards to protect Client Data, for example to validate that anti-virus software is installed and configured correctly and has an up-to-date virus database installed. Current supported Microsoft Desktop Operating Systems are: Windows 7, Windows 8, Windows 10. Your computer sends only the required security related Data to Our systems and no other Data is collected, processed or stored during this process.
- 5.12 We reserve the right to request physical evidence that Your information technology systems, physical and information security processes are compliant with clause 5.11. Physical evidence could include but is not limited to, documentation or photographic evidence. Where audits are required, this is to be no more than once per annum and only upon reasonable prior written notice and agreement, except in case of an emergency (e.g. required by law enforcement agencies). During an audit no other Data other than that required to confirm compliance is viewed or collected as evidence (except where required by law). Only the result of compliance or non-compliance to the required standards would be recorded. You have the right to refuse audit, however, but this affords Us the right to cease all work with You, including work in progress.
- 5.13 If You are offered a Contract in respect of our provision of interpreting services to the MOJ You agree to undergo an MOJ induction within the first 12 months from accepting such on Order from Us, culminating in an induction test taking place.

6. OUR RESPONSIBILITY AND LIABILITY

- 6.1 Except where expressly agreed in writing between You and Us in a Contract the materials and/or the words to be interpreted submitted by Us to You shall not contain anything of an obscene, blasphemous or libellous nature and shall not require You to infringe the copyright or any other rights of third parties.
- 6.2 We undertake to hold You harmless from any claim for infringement of copyright or any legal action which may arise as a result of the proper use by You of the content of the original source materials.
- 6.3 We will process Your Personal Data in accordance with Our Privacy Policy, as updated from time to time. A copy of the latest version of which is on the thebigword website.

7. THEBIGWORD GMS[®]

7.1 Software Licence

- 7.1.1 We hereby grant You on and subject to the terms of this Agreement a non-exclusive, non-transferable revocable licence to access the thebigword GMS[®] solely for purposes of providing Services to Us.
- 7.1.2 You should not store, distribute or transmit any material through thebigword GMS[®] that is blasphemous, unlawful, harmful, threatening, defamatory, obscene, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities.
- 7.1.3 The rights provided under this clause are granted to You only, and shall not be considered granted to any subsidiary or holding companies or any other party.

7.2 Software Services

- 7.2.1 We shall provide You with a unique password, created by Us in the first instance and accessible for amendment by the Authorised User, to enable You to have access to thebigword GMS[®].
- 7.2.2 You shall ensure that You keep a secure password for use of thebigword GMS[®] and that You keep Your password confidential.

- 7.2.3 You will have to change Your password on first use of thebigword GMS[®] in Order to preserve confidentiality. Thereafter it will have to be changed on a regular basis.
- 7.2.4 If We become aware that Your password has been provided to a third party, without prejudice to Our other rights, We reserve the right to disable such password. Please make an immediate report if there is an unauthorised use of the password.
- 7.2.5 Routine maintenance of thebigword GMS[®] shall be performed outside Business Hours, unless it is necessary to do this within Business Hours, when We will give You prior notice. In any event We may interrupt thebigword GMS[®] to perform emergency maintenance during Business Hours.
- 7.2.6 You acknowledge that thebigword GMS[®] constitutes a valuable asset and trade secret of ours and You further acknowledge that We have an exclusive proprietary right and interest in and to thebigword GMS[®] and that any information, documents, flow charts, logic diagrams, source code, machine code, test materials, or the like relating in any way to thebigword GMS[®] is Our confidential trade secret information.

7.3 **YOU SHALL NOT:**

- (a) Attempt to duplicate, modify or distribute thebigword GMS[®] or any part thereof;
- (b) Attempt to reverse compile, disassemble or otherwise reduce to human-perceivable form any of thebigword GMS[®], except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties;
- (c) Use thebigword GMS[®] to provide Services to third parties except as otherwise agreed in advance and in writing by Us;
- (d) Attempt to obtain, or assist others in obtaining, access to thebigword GMS[®].
- (e) License, sublicense, sell, resell, transfer (temporarily or permanently), assign, distribute or otherwise commercially exploit or make available to any third party thebigword GMS[®] in any way;
- (f) Modify or make derivative works based upon thebigword GMS[®];
- (g) Create internet "links" to thebigword GMS[®] or "frame" or "mirror" any content on any other server or wireless or internet-based device; or
- (h) Reverse engineer or access thebigword GMS[®] for any purpose including without limitation, in Order to:
 - (I) build a competitive product or service;
 - (II) build a product using similar ideas, features, functions or graphics of thebigword GMS[®]; or
 - (III) copy any ideas, features, functions, or graphics of thebigword GMS[®].

8. DATA PROTECTION

- 8.1 You acknowledge that during the performance of Your obligations under a Contract, You may be required to Process Personal Data of third parties relating to a Client. Our Client will be the controller of that Personal Data and We will Process it in the capacity of their Processor. You will Process it in the capacity of a Sub-Processor. The nature and purposes of the Processing to be undertaken, the types of Personal Data, the categories of Data Subjects involved and the duration of the Processing will be set out in Appendix 4 to this Agreement. You shall only Process such Personal Data to the extent required to perform Your obligations under this Agreement and any Contract and not further or otherwise.
- 8.2 You shall comply with Your obligations under Data Protection Laws at all times when Processing the Personal Data and shall not, by any act or omission, put Us or Our Clients in breach of any Data Protection Laws. You agree to implement all appropriate technical and organisational measures which are necessary to ensure that Your Processing of Personal Data will comply with Data Protection Laws.
- 8.3 In addition and without prejudice to the generality of clause 8.2, You shall (at Your own cost):
 - (a) only Process the Personal Data in accordance with Our written instructions from time to time, unless otherwise required by law, in which case, You shall (to the extent permitted by law) inform Us of that legal requirement before carrying out the Processing;
 - (b) take all appropriate technical and organisational measures to ensure a level of security for the Personal Data which is appropriate to the risks to individuals that may result from the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Personal Data. Without prejudice to the generality of the previous sentence, You shall also comply with Our, and Our Client's, Data security requirements (if any) notified to You in writing from time to time;
 - (c) provide all necessary assistance to enable Us/Our Clients to fulfil obligations to respond to any requests from Our Clients and/or from Data Subjects and/or any Supervisory Authority in accordance with Data Protection Laws;
 - (d) provide all necessary assistance to enable Us/Our Clients to comply with obligations under Articles 32 – 36 (Security, Breach Notifications, Data Protection Impact Assessments, Prior Consultation) of the GDPR or any other equivalent obligations under other Data Protection Laws;
 - (e) without limiting the generality of clause 8.3(d), inform Us immediately in writing if at any time You become aware that: (i) there is a breach or suspected breach of security in relation to any Personal Data; (ii) any Personal Data is or is suspected to be used, disclosed to or accessed by a third party, except in accordance with this Agreement or the relevant Contract; or (iii) any Personal Data is lost, corrupted, destroyed or otherwise rendered unusable (a "Data Breach"). This shall include providing a description of (and the approximate volume of) the Personal Data and the Data subjects affected, the nature of the Data Breach, the likely consequences of the Data Breach and the measures taken and/or proposed to be taken to address the Data Breach and such further information as We request from time to time. You shall, at Your own cost, immediately take such actions as We shall require to remedy the Data Breach and to avoid or minimise potential loss, damage or distress to affected individuals. You shall also reimburse Us for all reasonable legal and other costs, incurred in connection with such Data Breach or suspected Data Breach and any associated remedial action (including without limitation any costs associated with the

investigation of the issue, notifications to affected individuals, the Office of the Information Commissioner and other supervisory authorities, provision of fraud/identity theft prevention Services to affected individuals and any other activities undertaken to remedy or minimise the impact of the Data Breach);

- (f) within 24 hours of the expiration or termination of the provision of the Services, or on request by Us at any time, at Our choice, immediately return and/or securely and permanently erase all Personal Data (including any copies of it) in Your possession or control;
- (g) make available to Us all information, documentation and assistance that We request from time to time to enable Us to: (i) verify that You are in compliance with these terms; and/or to (ii) enable Us to comply with Our contractual obligations to Our Clients and/or to respond to any requests from Our Clients and/or (iii) to enable Us/Our Clients to comply with any obligations under Data Protection Laws and/or to respond to any requests or requirements of any applicable regulator; and
- (h) permit Us or third party auditors appointed by Us/Our Clients, (subject to such third party auditors being bound by appropriate confidentiality obligations), to audit Your compliance with this clause 8 upon reasonable notice. We shall not be required to provide reasonable notice in the event of an actual or suspected Data Breach. You shall provide Us (and Our/Our Clients' third party auditors) on request with all necessary information and access to Your premises, records and systems as may be required for the purposes of these audits.

8.4 For the purposes of this clause 8.4 only, “**You**” shall mean the Linguist, language service provider or individual Linguist (as applicable) that is party to this Agreement and Your employees or other persons engaged by You (if any) only.

In addition and without prejudice to the generality of clause 8.2, (at Your own cost) You:

- (a) shall not engage a Sub-Processor or authorise any other third party (other than Your own employees) to Process the Personal Data unless You have obtained Our prior written consent (which may be granted or withheld at Our sole discretion) and the proposed Sub-Processor has either entered into a written Contract with Us or with You which imposes obligations on the Sub-Processor which are equivalent to those imposed on You in this clause 8 of this Agreement. For the avoidance of doubt, You shall remain liable for the acts and omissions of Your Sub-Processors as if they were Your own;
- (b) shall not transfer any Personal Data to or allow access to it by, a third party outside the UK or EEA, including but not limited to an agent, sub-contractor or associated or affiliated company, without Our prior written consent and subject to the implementation of such measures and the conclusion of all necessary documents as are required to enable Us/Our Clients to comply with Data Protection Laws in relation to such transfer; and
- (c) agree that if You process (including but not limited to accessing it) Personal Data (which originated in the UK or EU) in any location outside of the UK or EEA, You will comply with the obligations of a Data importer set out in the Standard Contractual Clauses (a copy of which is obtainable from Us), in relation to such processing. By accepting this Agreement, You (as the ‘Data importer’) are entering into the Standard Contractual Clauses with Us, on behalf of Our Client (as the ‘Data exporter’). You further agree that You will, promptly on request at any time, execute a set of the Standard Contractual Clauses (including but not limited to completing Appendix 2 of the Standard Contractual Clauses to Our satisfaction) either with Us, or directly with Our Client, to evidence Your agreement to comply with the obligations contained in them as a Data importer. Where the Standard Contractual Clauses apply, if there is any conflict between the terms of this Agreement and the Standard Contractual Clauses, the Standard Contractual Clauses shall prevail.

8.5 You shall ensure that:

- (a) access to the Personal Data is limited to You/those of Your employees who need access in Order to meet Your obligations under this Agreement or the relevant Contract (together the “**Authorised Personnel**”); and
- (b) all Authorised Personnel are appropriately trained in the handling of personal Data, are informed of the confidential nature of the Personal Data and are bound by appropriate confidentiality obligations when accessing it.

You shall also take reasonable steps to ensure the reliability of all Authorised Personnel.

8.6 If at any time, in Our opinion, We need to amend this clause 8 in order to comply with Our obligations under Data Protection Laws, or Our Contractual obligations to Our Clients You agree to enter into a written variation of this Agreement to make the amendments which in Our opinion are required.

9. COPYRIGHT AND CONFIDENTIALITY

9.1 **ALL INFORMATION, ADVICE AND DOCUMENTS PROVIDED BY US TO YOU IN CONNECTION WITH THIS AGREEMENT AND ANY CONTRACT INCLUDING ANY INFORMATION ADVICE AND DOCUMENTS RELATING TO ANY OF OUR CLIENTS ("THE DOCUMENTS") SHALL BE DEEMED CONFIDENTIAL AND SHALL REMAIN OUR PROPERTY (WHETHER LICENSED OR OTHERWISE) ALONG WITH ALL INTELLECTUAL PROPERTY RIGHTS THEREIN. YOU SHALL NOT, WITHOUT OUR PRIOR WRITTEN CONSENT, MAKE USE OF OR DISCLOSE THE DOCUMENT EXCEPT TO THE EXTENT NECESSARY TO IMPLEMENT A CONTRACT OR WHERE REQUIRED BY LAW. YOU SHALL NOT DISCLOSE TO ANY OTHER PARTY THE FACT THAT YOU ARE WORKING ON A CONTRACT.**

- 9.2 All Services created by You in connection herewith or otherwise on Our or Our Clients' behalf shall be considered "works made for hire", as that term is commonly used with respect to copyright, patent and other intellectual property rights, and shall, upon creation, be owned exclusively by Us.
- 9.3 You give consent to being recorded during any Telephony, Face to Face Interpreting or Video Remote Interpreting at Our discretion or that of the Client.
- 9.4 The provisions of this clause 9 shall survive the termination of this Agreement and/or any Contract.

10. TERMINATION

- 10.1 We may at any time remove You from Our list of approved Linguists in which case clause 10.2 below will apply. You may also request to be removed from the list of approved Linguists by giving written notice of the removal in which case clause 10.2 will also apply.
- 10.2 In the event this Agreement terminates or expires for any reason:
- (a) All licences granted by Us to You under this Agreement shall immediately terminate and;
 - (b) You shall return and make no further use of any documents, equipment, property, materials and other items (and all copies of them) belonging to Us or Our Clients;

11. COMPETENCE

- 11.1 You shall if requested provide evidence of Your linguistic competence, technical specialisms, and proof of qualifications where appropriate, by making available the names of referees and undergoing assessment as determined by Us. This is solely to ensure that We are aware of the level of your skills, qualifications etc when considering to whom to offer Orders.
- 11.2 You shall refuse work which You know to be beyond Your competence, either linguistically, physically or due to lack of specialist knowledge.

12. STATUS

- 12.1 Nothing contained in this Agreement or in any Contract shall be construed or have effect as constituting any relationship of employer and employee between Us and You and nothing in this Agreement or in any Contract shall make You an employee or a worker (as defined in the Equality Act 2010, the Employment Rights Act 1996, the Working Time Regulations 1998 or elsewhere) of ours or Our Clients. You acknowledge and agree that You are a self-employed person carrying out a business undertaking and We are a customer of that undertaking. This Agreement constitutes a Contract for the provision of Services. We understand that you will provide your services to various third parties and nothing in this Agreement or any Contract prevents you from so doing (subject to you declaring any potential conflict of interest in respect of any particular Contract).
- 12.2 Nothing in this Agreement shall constitute You acting as an agent of ours. You shall not have any right or power whatsoever to Contract on behalf of or to bind Us in any way in relation to third parties unless specifically authorised to do so by Us and shall not hold Yourself out as having any such authority.
- 12.3 Nothing contained in this Agreement shall constitute a partnership or joint venture between Us and You.
- 12.4 You shall bear exclusive responsibility for the payment of any National Insurance, income tax and any other form of taxation or social security cost in respect of payments made to You under this Agreement ("Tax").
- 12.5 You shall indemnify and keep indemnified Us against any liability, loss, damage, cost, claim or expense We suffer or incur as a result of any claims against Us for such sums and other claims arising out of You or any of your employees or anyone else engaged by You being found to be an employee or a worker of Ours (including, without limitation, any claims against Us for any Tax and other contributions required by law to be paid in respect of any payments made to You under a Contract).

13. DISPUTE RESOLUTION

- 13.1 Any contractual Dispute (other than those arising from Your removal from Our list of approved freelance Linguists) will be dealt with in accordance with this clause. This clause shall not apply to any dispute or claim by Us or by You which does not arise from an alleged breach of an express term of a Contract.
- 13.2 If a party believes that a Dispute has arisen, it must promptly provide the other party with a written notice setting out material details of the Dispute. The parties must not start arbitration or court proceedings in relation to a Dispute until they have followed the alternative Dispute resolution procedures set out in this clause.
- 13.3 On receipt of a notice of Dispute, the parties must use their best efforts, in good faith, to resolve it by negotiation.
- 13.4 If the Dispute is not resolved by negotiation within 21 days (or longer period agreed by the parties), a party may give written notice terminating the negotiations and may commence an arbitration procedure whereby each party agrees to the appointment of an arbitrator to be chosen by the Institute of Translators and Interpreters or its affiliated organisation in Your jurisdiction, and both parties agree to be bound by the decision of the arbitrator.
- 13.5 You acknowledge that You have no right to Dispute Our decision to remove You from Our list of approved freelance Linguists.

14. ENTIRE AGREEMENT

- 14.1 This Agreement and any documents referred to in it and the terms of any Order, constitute the whole agreement between the parties applicable to any Contract and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 14.2 Each of the parties acknowledges and agrees that in entering into this Agreement and any Contract it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to these terms and conditions or not) relating to the subject matter of this Agreement or the Contract, other than as expressly set out in this Agreement or in the Contract.

15. CONTRACT

- 15.1 You shall not, without Our prior written consent, and subject to clause 8 assign, transfer, charge, sub-contract or deal in any other manner with all or any of Your rights or obligations under this Agreement. You are able to delegate/sub-contract any Contract or part of any Contract to another Linguist or language service provider, provided that you have prior approval from Us (and we may only veto such delegation if We reasonably consider that the relevant third party does not possess the required skills, approvals or qualifications to carry out the Contract).
- 15.2 We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of Our rights or obligations under this Agreement.

16. SECURITY CLEARANCE AND VETTING

- 16.1 If at any point in the future the Government's policy on security clearance and/or vetting is amended or replaced (whether by security clearance or by alternative Government arrangements), We will notify You of the changes insofar as they relate to any Order/Contract and You shall comply with the new arrangements once they are in force (at your own expense).

17. MISCELLANEOUS

- 17.1 The Agreement and any Contract (and any proceedings whereby one party might be entitled to join the other as a third party) shall be governed by and construed in all respects in accordance with English law and the parties hereby submit to the non-exclusive jurisdiction of the English courts.

18. DEFINITIONS

In this Agreement, unless the context requires otherwise:

"Authorised Users" means Your employees and independent contractors who are entitled to use thebigword GMS[®] under this Agreement as agreed in writing between the parties.

"Business Hours" means 8.00am to 6.00pm.

"Client" means our customer or client to which an Order relates and to which We are providing services.

"Contract" means when an Order is submitted by Us to You and You accept it. The terms and conditions of this Agreement shall be deemed to be incorporated in the Contract.

"Data" means the Data input into the information fields of thebigword GMS[®] by You or Your Authorised Users, on Our behalf or by Us.

"Data Protection Laws" means the UK Data Protection Laws.

"Dispute" means any Dispute, controversy or claim by You arising out of or relating to this Agreement or the terms of a Contract.

"EEA" means the European Economic Area, which consists of the European Union and also Iceland, Liechtenstein and Norway.

"GDPR" means the General Data Protection Regulation ((EU) 2016/679).

"Interpreting Fee" means the fee to be paid to You under the relevant Contract as agreed between You and Us.

"Linguist" means someone who provides the Services.

"MOJ" means HM Government's Ministry of Justice.

"MOJ Contract" means a Contract for Our Ministry of Justice Contract.

"MOJ Rate Card" means an explanation of how Your Contract values are calculated for Contracts relating to services we provide to the MOJ.

"Mystery Shopping" means a type of assessment which may be undertaken by the thebigword or an independent body to assess whether the Services are being performed by a Linguist in accordance with specific contractual requirements.

"Non-MOJ Rate Card" means an explanation of how Your Contract values are calculated for Contract relating to services We provide to Clients other than the MOJ.

"Order" means an Order from Us for the Services to be provided by You. Such Orders must include a Timesheet which to be effective must have an Order number on the face of it ("**Order Number**").

"Quality Assurance Review" means a review of an interpreting Contract undertaken at the request of thebigword by an independent Linguist.

"Personal Data" "**Process/Processing**", "**Data Subject**", "**Processor**", "**Controller**" "**Personal Data Breach**" and "**Special Categories of Personal Data**" shall have the same meaning as in the Data Protection Laws.

"Safeguarding" means protecting people's health, wellbeing and human rights, and enabling them to live free from harm, abuse and neglect. It is fundamental to creating high-quality health and social care.

"Services" means any interpreting and/or such other services that may be provided by You to Us under a Contract.

"Standard Contractual Clauses" means the Commission Decision 2010/87/EU of 5 February 2010 on standard contractual clauses for the transfer of personal Data to processors established in third countries under Directive 95/46/EC of the European Parliament and of the Council, a copy of which is obtainable from Us.

"Statement" means a summary prepared by Us on a monthly basis of the Telephone Interpreting Services provided by You to Us as itemised on a per minute basis.

"Timesheet" means the original, unaltered document sent to You by thebigword. Alterations include removing the photograph or any details, handwriting details or altering the layout of the details provided by Us.

"thebigword GMS[®] (Globalisation Management System)" means any version of Our electronic Order submission systems which may be provided to You from time to time under the terms of the software licence in this Agreement.

"UK Data Protection Laws" means all applicable Data protection and privacy legislation in force from time to time in the UK including the GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Directive (2002/58/EC) (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

AS WITNESS THE HANDS OF THE PARTIES TO THIS AGREEMENT.

YOUR SIGNATURE DOES NOT NEED TO BE AFFIXED TO THIS AGREEMENT ON THE BASIS THAT BY ACCEPTING THE NEXT CONTRACT YOU WILL BE DEEMED TO HAVE ALSO ACCEPTED THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

Signed on behalf of **THEBIGWORD INTERPRETING SERVICES LIMITED** by its duly authorised representative

Mark Daley
Chief Operating Officer



APPENDIX 1
CODE OF CONDUCT

All definitions are to be found in clause 18 of the Interpreting Service Agreement

THIS CODE OF CONDUCT OUTLINES BEHAVIOURS, PROCESSES AND PROCEDURES WHICH IN ADDITION TO THE OTHER OBLIGATIONS IN THE AGREEMENT WE EXPECT FROM YOU IN THE PERFORMANCE OF A CONTRACT. THESE REQUIREMENTS REFLECT STANDARD INDUSTRY PRACTICE AND ALSO REFLECT THE NATURE OF MANY OF OUR CLIENTS' BUSINESSES, WHERE YOU MAY BE ATTENDING HIGHLY SECURE SITES AND/OR PROVIDING SERVICES IN CONNECTION WITH VULNERABLE INDIVIDUALS.

OUR INTENTION IS THAT YOU WILL WORK IN A SAFE, PROFESSIONAL, LEGAL AND ETHICAL MANNER AND IN A WAY THAT DEMONSTRATES CORPORATE SOCIAL RESPONSIBILITY.

IN ORDER TO PROVIDE SERVICES TO US WE REQUIRE YOU TO COMPLY WITH THIS CODE OF CONDUCT. THIS DOES NOT IN ANY WAY IMPACT OR LIMIT YOUR CONTROL OVER THE EXERCISE OF YOUR PROFESSIONAL SKILLS AND EXPERTISE IN PROVIDING YOUR SERVICES, BUT WILL ENSURE THAT IN SO DOING YOU ARE NOT PLACING YOURSELF OR ANY OTHER PERSON AT RISK, AND WILL ENSURE THAT YOU ARE NOT PLACING US AT RISK OF BREACHING OUR COMMITMENTS TO OUR CLIENTS.

1. You should take all reasonable steps to ensure complete, accurate and faithful provision of Your Services to the best of Your ability and render exactly the idea and form of the original content: intervening only to prevent potential misunderstandings. In exceptional circumstances a summary (which must not distort in anyway the meaning of what has been said) may be given if requested.
2. You should take all reasonable steps to ensure complete and effective communication and carry out any consultation that may be necessary, for example on terminological difficulties, linguistic variations, specialist skills and/or relevant cultural and political realities in relation to the content concerned. You shall make it clear where difficulties are encountered with dialect, technical terms or lack of relevant background knowledge which may impair Your ability to carry out the Contract. If these issues cannot be resolved swiftly and in accordance with relevant timescales You may withdraw from the Contract or We may withdraw you from the Contract.
3. You should undertake only those Contracts You are competent to perform and accept personal responsibility for behaving professionally, impartially, ethically and with integrity and fairness. You must be fluent in and demonstrate a comprehensive understanding of the written and spoken form of both languages, including regional dialects, colloquialisms, idiomatic expressions and technical terms.
4. You should be even-handed and fair without deception or dishonesty in all of your dealings in the provision of any Services.
5. You should immediately notify Us of any prior relationship with any party to proceedings in a particular Contract.
6. You should disclose to Us if You have had any previous involvement in relation to a particular case even if this is through another linguist provider or in connection with a different Client.
7. You should not take personal advantage of any information obtained in the course of Your work or use any information obtained in the course of a Contract for any purpose other than to carry out the Contract.
8. You must not receive or accept any form of reward or gift for work carried out, other than the agreed Interpreting Fee from Us.
9. You should not engage in any anti-social behaviour (including impairment through drugs or alcohol, social misconduct, violence, intimidation or abusive behaviour).
10. You should comply with current Data Protection legislation and regulations by treating any information received during the course of Your work as confidential and not to be divulged to any other party without Our express permission. The duty of confidentiality shall not apply where disclosure is required by law.
11. You are expected to observe, have regard for and respect the known cultural background, customs, values, spiritual beliefs and protocols relevant to a particular type of Contract and its participants. You must not discriminate between parties (to their advantage or disadvantage) or act in any way that might result in prejudice or preference on grounds of sex, disability, age, gender reassignment, sexual orientation, religion, protected belief, or race.
12. You must notify thebigword in writing of any fundamental changes to Your circumstances e.g. change of name; change of address; change of bank account details for payments, (impending) change of professional membership status, if You no longer have a specific security clearance e.g. NPPV Level 3, CTC or SC clearance if this may affect Your ability to accept an Order.
13. If You are required to hold a Baseline Personal Security Standard (BPSS) clearance for an Order You will provide Us with such information as shall be required so that You can hold the clearance. You authorise enquiries to be carried out in accordance with BPSS screening process and agree to assist with the screening process. If it is necessary for You to undergo enhanced security vetting procedures, in addition to the BPSS process, You authorise the process to procure this vetting and agree to cooperate with the process.
14. Where the provisions of the Official Secrets Act 1989 and/or the Modern Slavery Act 2015 apply, You agree to abide by each of them.
15. You must not give advice, legal or otherwise, to the person for whom You are interpreting or enter into discussion with them (other than to confirm language/dialect match).
16. You must always have available, if You are on Face to Face Contracts, photographic proof of Your identity. If You are issued with an ID Badge by Us You must bring it with You to all Contracts, We reserve the right to charge You if You require a replacement ID Badge. If You are no longer on our list of approved Linguists You must return the ID Badge at Your expense. You will not tamper with any Timesheets or ID Badge by removing the photograph. If You do not have Your ID Badge You may be refused permission to attend the Contract, this may be classed as non-attendance.
17. You must arrive at the venue in readiness to commence interpreting at the time requested, You must inform the appropriate local member of staff of Your arrival so the time can be recorded accurately; You must ensure You arrive at the venue with Your official thebigword Timesheet. You must ensure all Timesheets, either paper or E Time sheets are approved by the appropriate individual before leaving the venue.
18. If, in the course of Your work, You are involved in a potential Safeguarding issue involving a child or vulnerable adult, or have concerns about any aspect of the Contract You are undertaking, You must raise these concerns in an appropriate manner to the responsible person leading the Contract or the relevant authority, understanding that the matter may need to be handled sensitively and in confidence.

19. You may, depending on the Contract, need take an oath or give an affirmation before and/or after the Contract if requested to do so.
20. Where an environment is not conducive to interpreting, You should raise any concerns straight away.
21. You may be subject to a quality assurance process through participation in a Mystery Shopping assessments, spot check assessments and in person assessment processes.
22. Given the nature of the particular Contract You should dress appropriately for all Contracts undertaken by You. If Your appearance could be considered inappropriate, You may be removed from the Contract. We reserve the right to classify this as a non-attendance.
23. You may be required to adhere to the local policies and standards applicable to the premises at which you are providing Services.
24. You shall if requested provide a witness Statement after completing a Contract and before leaving the venue.
25. Where You are authorised by ourselves to use a mobile phone, You should ensure You are in an appropriately secure and private environment when servicing calls, free from noise during telephone Interpreting.

APPENDIX 2

PAYMENT PROCESS

1. Non-telephonic Interpreting

Payment shall be made on the last day of the month following the month in which We receive Your correct and complete E-Invoice via thebigword GMS[®], along with the appropriate signed attendance records (thebigword Timesheet) where a paper Timesheet was used for the Contract duration validation.

Attendance Records (thebigword Timesheet)

IF A PAPER TIMESHEET IS USED, IT MUST BE SIGNED BY THE CLIENT ON-SITE THEN SCANNED AND UPLOADED BY YOU TO THEBIGWORD PORTAL WITHIN 28 DAYS OF THE CONTRACT DATE. SIGNED ATTENDANCE RECORDS AND RECEIPTS SUBMITTED VIA ANY OTHER METHOD WILL NOT BE ACCEPTED OR PROCESSED.

IF AN INCORRECT SIGNED ATTENDANCE RECORD IS RECEIVED FROM YOU, YOU MUST PROVIDE THE CORRECT SIGNED ATTENDANCE RECORD WITHIN THE SAME STATED 28 DAYS. THEBIGWORD TIMESHEETS FOR THE MOJ MUST BE SUBMITTED WITHIN 5 WORKING DAYS OF COMPLETION OF THE CONTRACT; NO PAYMENT WILL BE MADE FOR LUNCH BREAKS

Please upload Your signed Timesheet into IMS.Direct immediately following completion of the Contract. Timesheets will be authorised on IMS.Direct after 5 working days. Please retain all Your Timesheets for a minimum of 6 months.

If You are not in agreement with what has been entered on Your Timesheet by the Client, please ensure You attempt to resolve the matter before leaving the venue.

Any additional work that You are asked to complete must be booked through thebigword.

Please allow at least 5 working days from the date of upload for cost authorisation, after which You must raise an E-Invoice via thebigword GMS[®]. In Order for Us to authorise costs for invoicing before the end of the month, You must submit Your signed attendance records and, where applicable, receipts to thebigword GMS[®] at least 5 working days before the end of the month.

Attendance Records (Tele Sheets and e-Timesheets)

Where thebigword Tele Sheet or e-Timesheet systems are used, Contract durations will be validated by the Client on-site prior to You leaving the venue.

Some Clients may utilise a combination of hard copy of thebigword Timesheets and Tele Sheets/e-Timesheets, and other Clients may insist on paperless validation in which cases hard copy Timesheets will not be accepted under any circumstances.

E-Invoices

IF YOU HAVE NOT UPLOADED AN E- INVOICE ON TO THEBIGWORD PORTAL WITHIN 60 DAYS OF THE CONTRACT BEING AUTHORISED BY US, WE SHALL HAVE NO LIABILITY TO YOU IN RESPECT OF THAT INVOICE. SUCH E-INVOICES SHALL BEAR THE ORDER NUMBER. INVOICES SUBMITTED VIA ANY OTHER METHOD, INCLUDING FAX, EMAIL AND POST, WILL BE RETURNED TO YOU.

It is Your responsibility to increase the Contract duration in thebigword GMS[®] if the Timesheet has been signed for more time than the booked duration.

At the point of invoicing all costs will be considered correct and final. If You raise an invoice for a lesser amount than actually confirmed or agreed, We are not obliged to authorise nor issue additional payments. If You raise an invoice for a greater amount than actually confirmed or agreed, We will only pay the confirmed or agreed amount. If We pay more than that We reserve the right to reclaim the excess amount. A discrepancy in pre-invoiced costs must be queried individually via thebigword GMS[®].

UK Face to Face Interpreting Contract only (excluding Contracts relating to our services for the Home Office, MOJ, UKBA, IPS, NDPB where the Client is unable to provide an accurate estimated duration in advance).

You will be paid for the actual time booked, if longer than the actual Contract duration. If for example, Your time is booked for 2 hours and the Contract lasts 1 hour, You will be paid for 2 hours. All Contracts lasting longer than one hour will be paid in 15 minute increments. Where a Contract last less than one hour We will still pay You for a minimum one hour.

All Face to Face Interpreting Contracts relating to Our services for the Ministry of Justice will be paid by Us on the basis of the actual worked duration (i.e. not booked duration), with a 1 hour minimum, and 15 minute increments thereafter. Curtailment fees are detailed in Appendix 3 of this Agreement. You will be paid from the booked start time unless You are late for the Contract.

All Face to Face Interpreting Contracts relating to Our services for the North West Police Forces will be paid by Us on the basis of the actual worked duration (i.e. not booked duration), with a 2 hour minimum, and 15 minute increments thereafter. You will be paid from the booked start time unless You are late for the Contract. The above is applicable if You are on the PAIT register. If You are not on the PAIT register You will be paid by Us on the basis of the actual worked duration (i.e. not booked duration), with a 1 hour minimum and 15 minute increments thereafter.

2. Telephone Interpreting

Payment shall be made in accordance with the Statement (which will bear the Order Number).

Payment shall be made on the last day of the month in which an invoice is raised via thebigword GMS® during the invoicing window of the same month.

If an E Invoice is not sent by You via thebigword GMS® within 60 days of the Contract being authorised by Us, We shall have no liability to You in respect of that E-invoice. Such E-Invoices shall bear the Order Number. At the point of invoicing all costs will be considered correct and final.

APPENDIX 3

RATES, TRAVEL POLICY AND CANCELLATION

All Your Contracts with Us will note clearly at the time of the offer of an Order if they relate to IMS, MOJ IMS Direct or non-MOJ IMS Direct.

1. IMS Contracts

1.1 Rates and Travel Policy

Rates and travel policy is as agreed on the Non-MOJ Rate Card subject to the provisions of clause 1.2 below.

1.2 Our travel policies vary by Contract. When You are offered a Contract through any of Our systems the relevant travel payment will be confirmed applied. Your acceptance of the offer will confirm Your acceptance of this travel payment.

- a. London Contracts will be broadly defined as within the M25 geographical area; the applicable zone will be specified when placing the Contract.
- b. The postcode of the Contract location defines whether London pricing applies, not the postcode of Your home address.
- c. Your home address is based on the postcode of the address You have registered with thebigword.
- d. No additional payment requests after a Contract is accepted (for example mileage, parking, disbursements) will be applicable.
- e. Any exceptions to this policy must be agreed between You and Us in writing prior to a Contract.
- f. Travel payment is not applicable, if you have accepted a Remote Contract.

1.3 Cancellation Policy Face to Face Interpreting only

a) We cancel the Contract

If We cancel an Order within 24 hours before the time the Services commence under that Contract We shall pay You 50% of the minimum booked Interpreting Fee. We will not pay for travel.

If We cancel an Order within 24 hours of time the Services commence under that Contract AND if You are travelling or have arrived at the venue We will pay You 100% of the Interpreting Fee plus Your prior agreed travel Interpreting Fee, if any.

If the Client is not in attendance and We have not notified you that the Order has been cancelled You are expected to stay at the venue for the full duration of the Contract or until notified otherwise by Us..

b) Linguist cancels the Contract

If You fail to notify Us in advance that You cannot carry out the Contract, We will not pay You for the Contract.

1.4 Linguist – Non-attendance

At Our discretion We may remove you from Our database of Linguists.

1.5 Cancellation Policy Conference Interpreting

If it proves impossible for You to find alternative work either with Us or a third party to replace the cancelled Contract, cancellation fees will be payable by Us to You according to the following scale (unless the provisions of clause 3.2 of the Agreement apply):

- 1.5.1. If We cancel between 2 weeks and 3 weeks before the date on which the Services are due to begin, 50% (fifty per cent) of the anticipated Interpreting Fees;
- 1.5.2. If We cancel between 1 week and 2 weeks before the date on which the Services are due to begin, 75% (seventy-five per cent) of the anticipated Interpreting Fees;
- 1.5.3. If We cancel less than 1 week before the date on which the Services are due to begin, the full anticipated Interpreting Fees including expenses.
- 1.5.4. Should You secure alternative work for the same period of time and at an Interpreting Fee within a margin of 10% of the original Interpreting Fee (whether with Us or a third party), You agree that We will not pay You cancellation fees for the

original cancelled Contract. If the Interpreting Fee is more than 10% below the Interpreting Fee You would have earned, We will pay You the difference between the actual Interpreting Fee paid and the Interpreting Fee You would have received.

1.6 Overlapping Contracts

You will not be paid for overlapping or simultaneous durations. If You do submit conflicting timesheets Your payments will be adjusted.

2. MOJ IMS.Direct Contracts

2.1. Rates and Travel Policy

Rates and travel policy is as agreed on the MOJ Rate Card.

Travel payment is not applicable, if you have accepted a Remote Contract.

2.2. Cancellation Policy MOJ

a) If We cancel the Contract

If We cancel the Contract after 9am on the working day before the Contract, We will pay You £50.00. We will not pay for incidentals or travel.

If We cancel a Contract before 9am on the working day before the Contract no Interpreting Fee or expenses will be payable.

If We cancel a multi-day Contract after 9am on the working day before the Contract, We will pay You £50.00. We will not pay for incidentals or travel.

If We cancel a multi-day Contract before 9am on the working day before the Contract no Interpreting Fee or expenses will be payable.

For the avoidance of doubt, a multi-day Contract is considered one Contract, regardless of the duration.

Example 1 – multi-day Contract cancelled after 9am on the working day before the Contract

	Day 1	Day 2	Day 3	Day 4	Day 5
Booked Hours	8	6	6	7	8
Linguist	A	A	B	B	A
Cancelled After 9am on the working day before	£50.00	£0.00	£0.00	£0.00	£0.00
Total	£50.00	£0.00	£0.00	£0.00	£0.00

Example 2 - multi-day Contract cancelled after 9am on the working day before the Contract

	Day 1	Day 2	Day 3	Day 4	Day 5
Booked Hours	8	6	6	7	8
Linguist	A	A	B	B	A
Cancelled Before 9am on the working day before	£0.00	£0.00	£0.00	£0.00	£0.00
Total	£0.00	£0.00	£0.00	£0.00	£0.00

b) Linguist cancels a Contract

If You cannot attend a Contract You must notify Us immediately.

If You do not attend a Contract You will not be paid for the Contract.

c) We curtail a Contract

For the avoidance of doubt, a curtailment fee is a fee applied if a Contract commences but does not last the length of the booked duration or where the Contract does not commence but You have arrived at the venue.

Where applicable, You will be paid for Your actual time in line with clause 2.1 Rates and Travel above and You will be paid an additional fee of £32 if a Contract is curtailed. The curtailment fee will apply if either the following two situations arise.

1) Single day Contract of 5 or more hours. A curtailment fee will be applicable if the Contract concludes in under 3 ½ hours.

Examples - using standard rate (£18) Contract:

Booked hours	Concludes After (Hours)	Standard Rate	Curtailed	Total Interpreting Fee (exc Travel)
8	3	3h x£18 = £54	Yes £32	£86
8	4	4h x£18 = £72	No	£72

2) For a multi-day Contract – an additional curtailment fee will be applicable:

i) on any day which concludes in under 3 ½ hours; or

ii) the Contract concludes (no further requirement for a Linguist) on any day prior to the last day booked. A curtailment fee will be applicable only to the first day where work is not required on the Contract.

To avoid any doubt, only one of the above criteria will be applied to any Contract.

Example 1- using standard rate £18– any day that concludes in under 3 ½ hours

	Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7
Booked Hours	8	6	6	7	8	Cancelled	Cancelled
Actual Hours	8	3	6	3	4	0	0
Rate	£144.00	£54.00	£108.00	£54.00	£72.00	£0.00	£0.00
Curtailment fee <i>Only paid if the Linguist does not provide services for 3 1/2 hours that day.</i>	£0.00	£32.00	£0.00	£32.00	£0.00	£0.00	£0.00
Total	£144.00	£86.00	£108.00	£86.00	£72.00	£0.00	£0.00

Example 2

	Day 1	Day 2	Day 3	Day 4	Day 5
Booked Hours	8	6	6	7	8
Actual Hours	8	6	6	0	0
Rate	£144.00	£54.00	£108.00	£0.00	£0.00
Curtailment fee <i>Only paid if the Linguist does not provide services for 3 1/2 hours that day.</i>	£0.00	£0.00	£0.00	£32.00	£0.00
Total	£144.00	£86.00	£108.00	£86.00	£72.00

With respect to curtailment if it is a multiday Contract You will not be paid both a curtailment and a cancellation fee, You will only be paid for curtailment.

d) Linguist – Non-attendance (MOJ)

If You fail to notify Us in advance that You cannot attend a venue, We will not pay You for the Contract.

e) On-Site Cancellation

Where You attend a venue and find out on Your arrival that Your Services are not required, We will classify such Contract as fulfilled and We will pay You the minimum of one hour plus a travel fee and curtailment if the Contract is eligible for curtailment.

2.3 Overlapping Contract

You will not be paid for overlapping or simultaneous durations. If You do submit conflicting timesheets Your payments will be adjusted.

3. Non MOJ IMS.Direct Contracts

3.1 Rates, Travel Policy and Cancellation Policy

Rates and travel policy is as agreed on the Non-MOJ Rate Card.

Our travel policies vary by Contract. When You are offered an Order through any of Our systems the relevant travel payment will be applied. Your acceptance of the offer will confirm Your acceptance of this travel payment.

Travel payment is not applicable, if you have accepted a Remote Contract .

3.2 Cancellation Policy Face to Face Interpreting only

a) We cancel the Contract

If We cancel an Order within 24 hours before the Services are due to commence, We shall pay You 50% of the minimum booked Interpreting Fee. We will not pay for travel. We shall not pay this Interpreting Fee if you secure a replacement for the cancelled Contract either with Us or with a third party.

If We cancel the Contract within 24 hours and if You are travelling or have arrived at the venue We will pay You 100% of the booked Interpreting Fee plus Your prior agreed travel fee, if any.

If the Client is not in attendance and We have not notified You that the Order has been cancelled You are expected to stay at the venue for the full booked duration or until notified otherwise by thebigword.

North West Police Forces: If We cancel a Contract after 9 am on the working day before the Contract is due to commence, We will pay You for 1 hour. We will not pay for travel. If We cancel a Contract before 9 am on the working day before the Contract is due to commence no Interpreting Fee or expenses will be payable.

b) Linguist cancels the Contract

If You fail to notify Us in advance that You cannot attend an Contract , We will not pay You for the Contract.

3.3 Overlapping Contract

You will not be paid for overlapping or simultaneous durations. If You do submit conflicting timesheets Your payments will be adjusted .

APPENDIX 4

THE PERSONAL DATA

The nature and purpose of the Processing

You will Process the Personal Data solely for the purposes of providing the interpreting Services to Us.

Types of Personal Data

The Personal Data which is shared with You when providing interpreting Services face to face or over the telephone, and the Personal Data in any associated documentation provided to You.

Categories of Data Subjects

Our Clients and their employees, and / or their service users

The individual who You are interpreting on behalf of, and any other individuals which You are provided with Personal Data about when providing the interpreting Services and/or in associated documentation.

Duration of the Processing

You shall only process the Personal Data for as long as You need to in Order to provide the Services.