



Clearlingo Clients Terms and Conditions

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1. Glossary of terms

Our, Us, and Clearlingo (in plural or otherwise, within this document constitutes a reference to Clearlingo Ltd.

Client/s, Service provider/s, You or Your: these terms refer throughout this document to the user of any of our services.

2. General

These Terms and Conditions apply to the provision of all interpreting and translation services by Clearlingo.

Any request made for Clearlingo to undertake interpreting or translation work shall constitute a contract to supply and will be governed by the Terms and Conditions (T&C's) contained herein.

Clearlingo reserves the right to amend the Terms and Conditions without notice at any time and will advise customers of any change that has taken effect since the last supply or order was completed.

All our interpreters/translators are bound by Clearlingo's Code of Practice.

Clearlingo will not accept any responsibility for assignments that a Client arranges directly with an interpreter unless we have received a corresponding booking request in writing either via e-mail or our online booking form.

3. Description of Service

Clearlingo provides reliable and affordable interpreting and translation services in a wide variety of languages and fields to businesses, public services and in some cases individuals.

Our linguists are based locally (in the North East) and across the UK. Our fees are reasonable and in line with Legal Aid rates guidance and rates of pay fair towards our self-employed work-force.

Services are mainly focused on face-to-face and telephone interpreting and translation and transcription.

4. Interpreting

Interpreting is when a spoken message in one language is conveyed orally into another language.



A. Face to face interpreting is where our interpreters are assigned in person to be present on site and facilitate communication. This may be where you have a one-to-one session or meeting, an information or consultative event, or a seminar or conference for a multilingual audience.

Our interpreters are trained to use the direct speech when interpreting and convey everything said accurately. This means they will repeat everything said, as said rather than say for example “the solicitor says that you should...” At times, interpreters may be asked to sight translate a short document. A sight translation is the oral translation of a written document. Our interpreters are trained to refuse to carry out a sight translation should they believe the document to be too long and/or beyond their ability and may advise the text should be translated by a professional translator.

C. Telephone interpreting is carried out remotely with the interpreter connected by telephone to the client and the person or persons they wish to communicate with. This allow for instant and seamless communication between speakers of different languages without the need for the interpreter to be physical present.

5. Translation and Transcription

Translating is when a written message in one language is conveyed in writing in another language.

Clearlingo can provide Statements of truth signed by the translator. If this is required, this will need to be requested in writing at the time of booking the translation.

Transcription can refer to the act of writing down an oral message heard in one language in the same language.

Transcription can also refer to the act of writing down an oral message heard in one language in another language (Clearlingo will in this case usually refer to it as being a transcription/translation).

6. Working hours

Clearlingo, via its self-employed linguists is able to provide language services 24/7.

Normal office hours are from 9:00 am to 5:00pm, Monday to Friday. Any interpreting work carried out outside of these days/times and during bank holidays will be subject to our Out of Office hours fees. This does not affect translation fees as translators have the freedom to manage their time as they wish.

7. Acceptance of Booking



All bookings made to and accepted by Clearlingo will be subject to the terms and conditions stated herein.

Unless otherwise agreed, for a booking to be accepted and confirmed, the request will need to be made in writing to Clearlingo, either via our online booking form or e-mail. This is to ensure the highest quality of service possible as we will be able to gather all the necessary information to match the most suited linguist or linguists to your request.

Interpreting requests will always be confirmed in writing and will always mention the name(s) of interpreter(s) assigned to the job so you can verify identity.

Translation work will be initiated as soon as you confirm in writing acceptance of our quote and delivery will be made by the deadline you specified.

Should you not clearly state a deadline, the translation will be delivered within a timeframe deemed reasonable by ourselves and our translator(s).

8. Payment

Clearlingo payment terms are 30 days from the invoice issue date.

Should a client's account fall in arrears by 60 days or over, Clearlingo reserves the right to suspend service and take legal action to recover payment of overdue invoices.

Payment should be made by bank transfers unless otherwise agreed with Clearlingo.

9. Availability

All booking requests are subject to acceptance and confirmation by Clearlingo. Should no linguist be available to complete an assignment, Clearlingo will speak with the client and try to change the date/time or deadline of the assignment to ensure the service can still be provided.

10. Booking Procedures

The minimum booking duration for face-to face interpreting is 1 hour and any time over the initial booking will be charged in 30 minutes increments based on the hourly rate. Clearlingo will endeavour to assign interpreters local to the client but this may not always be possible.

Should an assignment be booked for over 1 hour and last less than the booked duration, you will be charged for the booked duration. So if you book an interpreter for 2 hours and the appointment lasts for 1 hour and 30 mins, you will be charged for 2 hours, the 'booked time'. Should the appointment lasts over the booked duration, you will be charged for actual



duration of the booking. So if you book an interpreter for 2 hours and the appointment lasts 2 hours and 22 mins, you will be charged for 2 hours and 30 mins.

The minimum booking duration for telephone interpreting is 30 mins and any time over the initial booking will be charged in minute increments.

Interpreters and translators will be assigned to jobs based on their skills, qualifications, specialist knowledge, experience and availability but also gender and proximity to the location of the booking for face to face interpreting.

Clearlingo will endeavour to clarify any ambiguity on the booking request form, however, is under no obligation to correct any mistakes in forms or any material submitted by the client.

Double bookings which occurs as a result of the client supplying more than one booking form for the same job may be charged.

Interpreters should not be asked to work non-stop for extended periods of time.

For assignments longer than 3 hours, clients should ensure that interpreters are offered a short break of about fifteen minutes.

Clearlingo interpreters are trained to respect impartiality and will never favour one side or the other to maintain accuracy.

Clearlingo interpreters, as per Clearlingo Lone Worker Policy, are instructed not to enter private properties without the service provider when booked for a home visit.

11. Cancellation policy

Once an interpreter request has been confirmed by Clearlingo or a quote for translation accepted by the client, any cancellation from the client will be subject to our cancellation policy. The client must cancel in writing by e-mail.

A. Cancellation of an interpreting booking

Should Clearlingo be notified of the cancellation 24 hours or over, prior to the interpreting assignment taking place, then the client will not be charged

Should Clearlingo be notified of the cancellation less than 24 hours prior to the interpreting assignment taking place, then the client will be charged based on the information provided on the booking form or in an e-mail. Depending on the notice provided by the client when cancelling with less than 24 hours notice, Clearlingo reserves the right to charge travel cost for the interpreter if there is a high chance the interpreter has already departed. For example, the client has booked an interpreter for 2 hours and cancels 5 hours prior to the booking taking place, then the client will be charged for 2 hours of interpreting. Should the client cancel 10 minutes prior to the booking taking place, then because the interpreter will



have already departed, the client will be charged for both the two hours of interpreting and for the interpreter's travel cost.

Should one of our interpreters cancel their attendance, we will do everything we can to offer an alternative interpreter.

Should Clearlingo be unable to provide an alternative interpreter, we will notify the client in due time.

Should one of our interpreters fail to attend an appointment, without warning Clearlingo, the Client will not be charged.

Interpreters are asked to explain their Code of Practice to service users and if required to service providers. As part of their Code of Practice, interpreters must check that service users can understand them and are happy for the interpreter to assist. Should the service user or service provider decline the services of the interpreter once they have arrived for the assignment the client will be charged for the time booked and possible travel cost incurred.

B. Cancellation of a translation job

Should Clearlingo be notified by a client of the cancellation of a translation job after the client accepted the quote, then the client will be charged the full amount.

This is because the moment a quote is accepted Clearlingo sends the translation job to a translator and they will usually start working on the project immediately.

12. Performance Standards

For all interpreting bookings made, Clearlingo will strive to ensure that:

- the interpreter's language matches the language on the booking request form
- the interpreter arrives punctually (Clearlingo will endeavour to warn you should an interpreter be unavoidably detained)
- the interpreter wears their ID badge and carries their photo timesheet at all times
- the interpreter presents themselves in a professional manner
- the interpreter interprets all that is said truthfully and faithfully
- the interpreter only intervenes in the following circumstances:
 - a) to ask for clarification



- b) to point out that possibly the client or service provider may not have understood something,
- c) to alert the parties to a possible missed cultural reference
- d) to ask for extra time to allow for the interpreting process to be completed,
- e) to ask for a short break (giving reason)

13. Privacy Policy

Clearlingo operates within the 2018 General Data Protection Regulation and our privacy policy is available on our website, www.clearlingo.co.uk. The overarching aim of this policy is to ensure the privacy of Clearlingo's clients and their clients/services-users, partners etc. All client data Clearlingo acquires for the provision of language services will be treated as strictly confidential and will only be shared securely with registered linguists for the provision of language services. All our linguists are bound to confidentiality and have to agree to our Confidentiality policy upon registration.

Clearlingo will not edit, or disclose the contents of a client's private communications unless required to do so by law or in the good faith belief that such action is necessary to:

- (1) conform to the edicts of the law or comply with legal process served on Clearlingo;
- (2) protect and defend the rights or property of Clearlingo or,
- (3) act under exigent circumstances to protect the personal safety of its clients or the public.

The client acknowledges and agrees that Clearlingo neither endorses the contents of any client communications nor assumes responsibility for any threatening, libellous, obscene, harassing or offensive material contained therein, any infringement of third-party intellectual property rights arising there from or any crime facilitated thereby.

Furthermore, Clearlingo has the right to disclose to third parties certain data about clients and service in the aggregate if the client expressly directs Clearlingo to disclose such information through the service. If any information provided by client is inaccurate, Clearlingo retains the right to terminate client's rights to use the service.

14. Confidentiality

All information gained during an interpreting assignment or translation job from source and target materials will be kept confidential in line with Clearlingo's Confidentiality Policy. The policy must be signed by all Clearlingo registered linguists.

The Receiving Party (whether Clearlingo, The Interpreter/Translator or The Client) shall keep in strict confidence all technical or commercial knowhow, specifications, inventions,



processes or initiatives which are of a confidential nature and have been disclosed to them by another party (the Disclosing Party), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause shall survive termination of the Contract.

15. Disclaimer of Warranties

The client expressly agrees that the use of the service is at the client's sole risk. Clearlingo expressly disclaims all warranties of any kind, whether expressed or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Clearlingo makes no warranty that the service will meet your requirements, or that the service will be uninterrupted, timely, secure, or error free; nor does Clearlingo make any warranty as to the results that may be obtained from the use of the service or as to the accuracy or reliability of any information obtained through the service.

Clearlingo makes no warranty regarding any goods or services purchased or obtained through the service or any transactions entered into through the service. No advice or information, whether oral or written, obtained by a client from Clearlingo or through the Service shall create any warranty not expressly made herein.

16. Limitation of Liability

To the extent permitted by law, and subject to any rights of refund granted under Clearlingo's Clients Terms and Conditions, Clearlingo shall not be liable for any direct, indirect, incidental, special or consequential damages, resulting from the use or the inability to use the Service, or for cost of procurement of substitute services, or resulting from transactions entered into through the Service, or resulting from unauthorized access to or alteration of client's transmissions or data, including but not limited to, damages for loss of profits, use, data or other intangible, even if Clearlingo has been advised of the possibility of such damages.

17. Dispute in breach of agreement

If either party fails to meet its obligations under these terms and conditions written details of the alleged breach shall be confirmed in writing to the responsible party and a meeting



will subsequently be arranged between representatives of Clearlingo and the client to seek a prompt resolution. If there is no agreement, the alleged breach will be referred to the senior management of Clearlingo and the client for resolution and the parties shall notify each other of this escalation in writing.

18. Modifications to terms of service

Clearlingo may amend these terms and conditions at any time and without prior notice.

A copy of the amended terms and conditions will be sent to the clients.

19. Feedback and complaint

Clearlingo is keen to receive both positive and negative feedback about its services to ensure continuous improvement of services. A client who wishes to share their positive or negative comments can contact Clearlingo by e-mail (info@clearlingo.co.uk) or by phone 0191 640 7480. Clearlingo also has a clear Supervision and Support policy aimed at monitoring and supporting our self-employed linguists and will carry out quarterly performance checks by way of a feedback form sent to clients.

20. Insurance

Clearlingo takes full responsibility for acquiring the appropriate insurances and levels of cover. These will include Professional Indemnity Insurance, Public Liability Insurance and Employee Liability Insurance. Clearlingo requires its client to take full responsibility for Public Liability Insurance when a consultant is on site at their premises or premises they are hosting.

21. Nature of relationship

Clearlingo is an independent contractor and supplier of services to the client. Nothing herein shall be construed to place the parties in a relationship of partners, principal and agent or as entering into a joint venture.

22. Force Majeure

Notwithstanding any other provision of this agreement to the contrary, Clearlingo shall not be liable to the client for any failure to fulfil Clearlingo's obligations hereunder if such failure to fulfil Clearlingo's obligations is due to any labour dispute, fire, flood, law, governmental or political action, act of God or any other cause beyond the reasonable



control of Clearlingo. In the event of such occurrence, the time period for Clearlingo's performance under this agreement shall be correspondingly extended.

23. Termination

Either Clearlingo or the Client may without prejudice terminate the agreement to supply services by providing a minimum of 5 working days' notice in writing. The client shall settle all outstanding invoices in accordance with these terms and conditions.

24. Governing Laws

These terms and conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

Each of the parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).