

Linguist Agreement Terms

This agreement (the "Agreement") describes the general Terms and Conditions (the "Terms") between you and Global Voices Ltd, a UK Limited Company ("Global Voices"). You must agree to the following Terms before you may work as a Global Voices linguist. [*1]

Registration on Global Voices' Linguist portal must be completed prior to the allocation of any translation or interpretation work. You must register using your full legal name and address as appears on your legal identity documents such as **valid passport or drivers licence**. You will be required to submit proof of identity and proof of address documentation as part of your registration. Global Voices require this to comply with international [Know Your Payee](https://linguists.globalvoices.co.uk/files/faq/KYP_Account%20Verification_Linguists%20Guide.pdf)https://linguists.globalvoices.co.uk/files/faq/KYP_Account%20Verification_Linguists%20Guide.pdf best practice.

1. You agree to the terms of the Global Voices' Linguist Non-Disclosure terms set below.

By agreeing to this Professional Linguist Agreement, you confirm that you shall not take advantage of any information disclosed during your work. This includes reproduction or distribution of client content or information about Global Voices, its procedures, policies or clients to any other party.

You agree to treat all client content in confidence. Any use of client information or mention or discussion of client content outside of direct communication with the Client within the Global Voices portal or with a Global Voices staff member, is strictly prohibited.

For example, you may not communicate the content or Client of any jobs you work on with other translators, Clients, family members, friends, and colleagues (e.g. Twitter, Facebook, your blog).

In addition, for jobs that require you to download content, you must agree to delete all original content ("Client Content") within 30 days. Client Content is the property of the Client. By possessing it past 30 days you would be violating this Agreement. You may keep your translation of the Client Content but may not use it publicly as a translation sample or otherwise.

2. You agree to provide quality translations

For each job you work on, you must consistently meet Global Voices' quality standards and act in an impartial and professional manner. You will take every opportunity to improve your skills and stay abreast of current developments in the field of translation / interpretation. We routinely conduct quality assessments and if your translation fails to meet our quality standards, we may remove one or more areas of qualification or terminate this Agreement. To restore a revoked qualification, you must retake and pass that qualification test again.

3. You agree to use careful judgement and work in the best interest of Global Voices and therefore:

- Act in an impartial and professional manner.
- Not discriminate against parties, either directly, on the grounds of race, colour, ethnic origin, age, nationality, religion, gender, sexuality or disability.
- Disclose any information, including any criminal record, which may make you unsuitable for work in any particular case.
- Immediately disclose a possible conflict of interest.
- Disclose any business, financial, family or other interest which you might have in the matter being handled.
- Not accept any form of reward, whether in cash or otherwise, for work completed from any party other than Global Voices.
- Not engage in any behaviour likely to discredit Global Voices (including impairment through drugs or alcohol, sexual misconduct, violence, intimidation or abusive behaviour).
- Translate the written/spoken faithfully and convey the meaning of original words accurately.
- Only seek advice from Global Voices and not any client directly for the purpose of clarification of terms.

Once the project has been accepted by you and then allocation confirmed to you by a Project Manager, you must advise Global Voices should there be any discrepancy on the word count, language combination or any other project specific element, prior to commencing works in order to ensure full payment. Failure to do so could result in not receiving payment for these additional/differing elements.

4. Contact with clients

You will

- Not disclose your contact details (telephone, address, E-mail etc) to Global Voices' clients without the express permission of Global Voices.
- Not contact the clients directly without the express permission of Global Voices.
- Notify Global Voices should the clients request a further translation/interpretation.

5. Compensation, penalties and time commitment

Regarding payment for your work, you

- Acknowledge and agree that Global Voices shall not be liable for any tax, national insurance or other contributions arising out of or in connection with the provision of the services provided.
- Acknowledge that payment of the agreed fee will be made for work completed to Global Voices' satisfaction. Global Voices reserves the right to reduce or remove the fee for work which classifies as poor quality or does not comply with the specifications of the project requirement. This also applies to any late deliveries not authorised by the Project Manager.
- Acknowledge that payments will **ONLY** be made using **Hyperwallet** as per point 6 below.
- Early Payment options are available, by choosing such payment option you understand and agree to accept payment of the discounted amount as confirmed to you on the linguists portal, as being payment in full for the particular piece of work.
- Global Voices retain the right to refuse or deny the early payment option to any linguist.
- Early payment options will only be available to linguists with an established track record at Global Voices.
- Early payment options will be calculated from the project completion date, not necessarily from the date of submission of your bill. This is to allow Global Voices to assess the quality of the work delivered. If you select early payment and are unsure about the project completion date, please contact your Project Manager.

Continuous missed delivery / appointment times may result in the cancellation of your account on Global Voices. In the event a translation is rejected, it is the Project Manager's discretion to allow it to be re-done by the same translator or allocate it to another translator. If it is allocated to another translator, the translator for the rejected translation will not receive any payment for the rejected translation. Likewise, if you are an interpreter and fail to appear for your appointment, the Project Manager may arrange a suitable replacement and you will not be compensated. Furthermore, restrictions may be placed on your account to prevent future issues.

In the rare case that the translation is rejected by a client, the translation will be referred to a third party proofreader for final review.

Should it be determined that the translation was not fit for purpose and the initial proofreading was not adequate, then both linguists who worked on this project will not be paid for this project and restrictions may be placed on their accounts.

In either case, the Project Manager's decision is final.

6. You agree to be paid by Hyperwallet (<https://www.hyperwallet.com/>)

A [Full user guide](#) for the Hyperwallet Payment Platform can be accessed on the platform. It is the responsibility of each linguist to register their bank details with Hyperwallet and provide valid **personal ID and Address confirmation** by way of upload to the Hyperwallet Portal, **the bank account must be held in the linguist's own name**. If the linguist operates a company bank account, then the relevant ID and verification must be provided. Linguists will be notified by email when a payment has been made to their Hyperwallet Account.

You agree that any balance you accrue by working on translation jobs will be made via Hyperwallet using the currencies it has available. We will not make wire transfers or use another method of payment. Your Hyperwallet account is created as part of your registration and will need to remain active to receive funds from Global Voices. We pay Linguists at the end of the month following the completion of a job ("Payment Dates"). In some cases, unavoidable payment delays due to disruptions to Hyperwallet's services occur, for which Global Voices cannot be held responsible. Global Voices is not responsible for fees incurred by Hyperwallet.

7. You agree to Global Voices' Copyright Policy

You agree that all right, title, and interest in any copyright material, including but not limited to all written text we receive from you (e.g. localisation for Global Voices websites, translations for email notifications and web orders), solely or in collaboration with others, and arising out of, or in connection with, performing the services for Global Voices are the property of Global Voices for the duration of the project, until payment takes place. Upon payment, copyright for work passes to our clients.

8. You are classified as a Freelancer

You will perform the services of Translator/Interpreter as a freelancer. Nothing in this Agreement shall in any way be construed to classify you as an agent, employee or representative of the Company. Without limiting the generality of the foregoing, you are not authorised to bind the Company to any liability or obligation or to represent that you have any such authority. You agree to furnish (or reimburse the Company for) all tools and materials necessary to accomplish the duties of Translator and shall incur all expenses associated with these duties. You acknowledge and agree that you are obligated to report as income all compensation received by you pursuant to this Agreement. You agree and acknowledge the obligation to pay all self-employment and other taxes on such income.

You understand that you will receive no company-sponsored benefits from Global Voices where benefits include, but are not limited to, paid vacation, sick leave, medical insurance and retirement or pension participation.

9. You agree to indemnify Global Voices

You agree to indemnify and hold harmless Global Voices and its affiliates and their directors, officers and employees from and against all taxes, losses, damages, liabilities, costs and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with (i) your negligent, reckless or intentionally wrongful acts, (ii) a determination by a court or agency that you are not an independent contractor, (iii) your breach of any of the covenants contained in this Agreement, (iv) your failure to perform the duties as a Linguist in accordance with all applicable laws, rules and regulations, or (v) any violation or claimed violation of a third party's rights resulting in whole or in part from the Global Voices' use of any of your deliverables under this Agreement.

10. Term and Termination

Your relationship with Global Voices begins on the date on which you first accept and agree to this Agreement, and continues until your resignation or termination by Global Voices. These offences are grounds for immediate termination:

- Violation of this Agreement
- Failure to follow instructions given to you by a Global Voices staff member or Senior Translator
- Failure to communicate in a professional and courteous manner to our Clients, other Linguists, or Global Voices staff
- Careless behaviour that causes disruption to our service or system.

11. Legal Jurisdiction

This Agreement shall be governed by the laws of Scotland, without regard to the conflicts of law provisions of any jurisdiction. To the extent that any lawsuit is permitted under this Agreement,

the Parties hereby expressly consent to the personal and exclusive jurisdiction and venue of the courts located in Scotland.

[*1] This Language Professional Agreement is updated periodically, and unless you tell Global Voices otherwise, your acceptance of this Agreement means you agree to be bound by any changes to or future versions of this Agreement.

As a Global Voices freelance linguist, I agree to the following rules:

19. I agree that my billing currency (GBP/USD/EUR) will be determined by my country of residence. It is expected that UK linguists bill Global Voices in GBP. European (SEPA Zone Area) linguists bill Global Voices in EUR and North America/South America linguists bill Global Voices in USD. Billing currencies outside of these areas will be in EURO unless otherwise agreed with Global Voices Accounts Department. I understand and agree that Global Voices maintains the right to amend the billing currency and rate on my profile in the event that above is not adhered to. Hyperwallet Payment Platform will transfer my payment and convert to the local currency as per my bank's location. If you reside in a Territory affected by international **Banking Sanctions** we can not guarantee payments to such territories. **Linguists should contact us** before accepting any work if they are unsure of this.

20. I agree to accept the fees/service charges (where applicable) for use of the Hyperwallet Payment platform. As per below attached schedule 1.1., any future changes in the fees/service charges will be notified to linguists at least 1 month before implementation. A service fee is paid by way of deduction from the total monthly payment and is only chargeable in months where a payment is actually made. I understand that payment will be made to my account within Hyperwallet. on or before the last day of each month, onward payment to my designated bank account can take from 1-3 days depending on location and local banking processing times. Global Voices is not liable for any delays in processing time caused by local banking rules or Bank Holidays.

21. Payment terms – Bills/invoices will be paid at the end of the month FOLLOWING the date of submission via the Linguist Portal and approval by Global Voices. (e.g.) a Bill submitted between the 1st and 31st of May will be paid at the end of June.

22. I will send my bill/invoice using the link supplied via the portal within 1 week of the completion of the Assignment. I agree that any exception to this term should be agreed in advance with Global Voices Accounts Department - For example; for any such bills which are small in value

and where it would be more advantageous to accumulate or delay payment until a reasonable payment value is due.

23. I acknowledge that the payment terms in certain circumstances may not be standard i.e. where a project is to be delivered to a Global Voices client at a date beyond the normal cut off point for linguist billing (last day of each month), my bills can only be accepted after the delivery date (to client) to ensure that any potential quality issues are addressed. I understand that Global Voices will endeavour were possible to make me aware of any such non-standard payment terms prior to allocation/acceptance of such assignments.

24. I agree to send any Termbase file back to Global Voices with my additional terms where the Termbase file was already included in the project. I understand that this Termbase file is Global Voices' property and that should I fail to provide them with this document I could be liable to a reduction in payment.

25. I will not subcontract to a third party any work given by Global Voices.

26. I agree to this updated Agreement, acknowledge and accept that the contents of this Agreement replace and update any previous agreement that has been issued or accepted.

Schedule 1.1 [Hyperwallet Payment Platform Billing Currency details and schedule of Service Fees](#)