

**DATED**

**DD MM 201Y**

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**THEBIGWORD INTERPRETING SERVICES LIMITED**

**- and –**

**[LINGUIST/ AGENCY NAME]**

**(2)**

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**INTERPRETING SERVICES AGREEMENT**

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**BETWEEN:**

- (1) **thebigword Interpreting Services Limited** (UK company number 06232449) whose registered offices are at Link Up House, Ring Road, Lower Wortley, Leeds LS12 6AB ("Us", "our", "thebigword"); and
- (2) **[LINGUIST/ AGENCY NAME] of [LINGUIST/ AGENCY 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 a specialist provider of interpreting services. By this Agreement we offer you work as an approved non-exclusive Linguist offering Services on an ad-hoc basis from time to time. 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. A contract between you and us ("Contract") will 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 a Contract, the terms and conditions of this Agreement shall prevail unless otherwise agreed. All terms and conditions otherwise stipulated by you shall have no effect. Any variation of the Contract must be confirmed in writing by us.
- 1.3 **WHERE YOU ARE AN AGENCY, 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, fees for the Services shall 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 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 shall be made on the last day of the month following the month in which we receive your correct and complete invoice 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 Job 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 up to 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**

- 3.1 The dates for carrying out the Services are of the essence for performance and delay shall entitle us to reject any performance and withhold any fee for the Order in question.

- 3.2 You shall deliver the Services to us (or to our Client) in accordance with our agreement on each Contract. Neither of us 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 of 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 of us or of an unexpected or exceptional nature.
- 3.3 Where the provisions of clause 3.2 do not apply, then, if you do not arrive at an assignment to carry out the specified Services at the allotted time and the assignment does not proceed then you agree that we have the right to reduce the price for the Services as follows:
- 3.3.1 Should a Client notify us that you are late for an assignment and you have failed to give us prior notice and the assignment fails to proceed, we shall withhold payment for this assignment and charge you for the full interpreting fee
- 3.3.2 Late Arrival. Should a Client notify us that you are late for an assignment and you have failed to give prior notice we shall be entitled to claim from you 25% of the interpreting fee if the Client is happy for the assignment to go ahead
- 3.3.3 For any MOJ bookings where you are going to be late, in addition to notifying us you must also notify the representative of the Client. Late Arrival. Should the Client notify us that you are late for an assignment and you have failed to give us prior notice but the assignment proceeds, at our discretion we reserve the right to charge you an administration fee of £10.

#### **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 using reasonable skill and care in accordance with the provisions and the spirit of the Code of Conduct which appears in Appendix 1. We strongly urge that you have your own professional indemnity insurance.
- 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 Services and you shall, at our option either take such steps as are necessary to improve the Services or refund payment.
- 5.3 You warrant that you hold the correct level of DBS (Disclosure and Barring Service) or Access NI checks as applicable and you agree to provide evidence of this if we request it. You agree to renew the DBS or Access NI every year and to provide evidence of that renewal as requested by us. You agree to complete a self –declaration if we request one so we can be assured that you are compliant with our Client’s contractual requirements.
- 5.4 You acknowledge that the provision of Services by you under a Contract will result in your acquiring confidential information, trade secrets and knowledge about our business, operations, customers, employees and trade connections and those of our customers and Clients. You may also come into direct contract with our customers and 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 confidential information, goodwill and customer connections.
- 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 appointment 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®.
- 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. If after investigation or formal quality assurance reviews any of the work is found to be of substandard quality then we reserve the right in our absolute discretion to make a deduction from the fee that has been invoiced by you to reflect the substandard services. If you have already been paid by us then we will require repayment of the relevant part of the fee within 7 days of our request or we reserve the right to make deductions from future payments to you, if we continue to use your services.
- 5.8 You will comply with all health and safety requirements relating to the carrying out of the work under this Agreement. 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 this Agreement.

- 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.
- 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 Vista, Windows 7, Windows 8). 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 and in some cases an on-site audit. 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 an MOJ Interpreter you agree to undergo an MOJ induction within the first 12 months from accepting assignments 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.

## **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 this Agreement, you may be required to process our Clients' Personal Data. 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 and/or our Clients' 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/our Client requests from time to time. You shall, at your own cost, immediately take such actions as we/our Client 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 and our Client 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/our Clients all information, documentation and assistance that we/our Clients request from time to time to enable us/our Clients 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/our Clients 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/our Clients shall not be required to provide reasonable notice in the event of an actual or suspected Data Breach. You shall provide us/our Clients (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. In the event that the audit reveals a material breach of this Agreement or any Contract by you, you shall reimburse us/our Clients for all reasonable costs incurred in relation to carrying out the audit.

8.4 For the purposes of this clause 8.4 only, “**you**” shall mean the Linguist agency or individual Linguist (as applicable) that is party to this Agreement and its employees (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 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 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 EU) in any location outside of the EEA, you will comply with the obligations of a data importer set out in the Standard Contractual Clauses (a copy of which is contained in Appendix 5 of this Agreement), in relation to such processing. By signing 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.

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.

8.7 You agree to fully indemnify and keep indemnified and defend at your own expense us against all costs, claims, damages and expenses incurred by us or for which we may become liable due to any failure by you or your employees, sub-contractors and/or agents to comply with any obligations under this clause 8, the Data Protection Laws, or our instructions when processing the Personal Data.

## **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. IF YOU ARE WORKING OR HAVE WORKED ON A CONTRACT WITH THE UK GOVERNMENT AND YOU RECEIVE A REQUEST FOR INFORMATION PURSUANT TO THE FREEDOM OF INFORMATION ACT, YOU AGREE THAT YOU WILL NOT PROVIDE THE INFORMATION REQUESTED BUT YOU WILL ADVISE US OF THE REQUEST FORTHWITH.**

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 or Face to Face 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 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 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.
- 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 AND INDEMNITIES**

- 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 Equality Act 2010, the Employment Rights Act 1996, the Working Time Regulations 1998 or elsewhere) of ours. You acknowledge and agree that you are a self-employed person carrying out a business undertaking and we are a customer of that undertaking.
- 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 This Agreement constitutes a contract for the provision of services and not a contract of employment. You are not an employee or worker of ours or any of our Clients. As such, you shall bear exclusive responsibility for the payment of any National Insurance, income tax and any other form of taxation or social security cost ("**Taxation**") in respect of payments made to you under this Agreement. 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 being found to be an employee of or worker of ours (including, without limitation, any claims against us for any Taxation and other contributions required by law to be paid in respect of any payments made to you under this agreement and/or any claims for notice or redundancy pay or unfair dismissal and/or any claims for holiday pay).

## **13. DISPUTE RESOLUTION**

- 13.1 Any dispute (other than those arising from your removal from our list of approved freelance Linguists) will be dealt with in accordance with this clause.
- 13.2 If a party believes that a dispute has arisen, it must promptly provide any other parties 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 International Federation of Translators or its affiliated organisation in your jurisdiction, and both parties agree to be bound by the decision of the arbitrator.

## **14. ENTIRE AGREEMENT**

- 14.1 This Agreement and any documents referred to in it, constitute the whole Agreement between the parties 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 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, other than as expressly set out in this Agreement.

## **15. ASSIGNMENT**

- 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.
- 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 for personnel is amended or replaced (whether by security clearance or by alternative Government arrangements), you shall ensure that you are fully aware of the changes and you shall comply with the new arrangements once they are enforced.
- 16.2 Costs for the above shall be borne by you. Neither the Client nor we accepts liability for costs incurred in the process of obtaining such disclosure certification unless otherwise agreed.
- 16.3 If and when requested by us, you shall provide us with your National Insurance number, periods of employment, immigration status and tax exemption certificates as well as any other documentation which we may reasonably request.

## 17. MISCELLANEOUS

- 17.1 Neither this Agreement nor any Contract, whether in whole or in part, shall be sub-contracted by you without our prior written approval and subject to clause 8.4.
- 17.2 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 the third party commissioning the 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.

**"Dispute"** means any dispute, controversy or claim by you arising out of or relating to this Agreement

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

**"Effective Date"** means the date of this Agreement

**"Interpreting Fee"** means the fee to be paid to you under the relevant Contract as agreed between us.

**"Linguist"** means someone who provides the Services

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

**"MOJ Booking"** means a booking for our Ministry of Justice contract

**"MOJ business hours"** means 7.00am to 7.00pm

**"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.

**"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 a job order number on the face of it ("**Job Order Number**").

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

**"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 performed by you at our request.

**"Standard Contractual Clauses"** means the 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 Council, a copy of which is contained in Appendix 5 of this Agreement.

**"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 job submission systems which may be provided to you from time to time under the terms of the software licence in this agreement.

## 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 our Services Agreement we, thebigword, expect from our Linguists.*

*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 thebigword, our Clients require you to comply with this Code of Conduct.*

*The content of the Code also takes into account our Clients' values & principles, with particular emphasis on safety, taking personal ownership for our actions and openly communicating, which we share.*

1. Our Clients require you to 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 by the Client.
2. Our Clients require you to 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 inform the Client where difficulties are encountered with dialect, technical terms or lack of relevant background knowledge which may impair your ability to carry out the assignment. If these issues cannot be resolved to the satisfaction of the Client you shall withdraw may be from the assignment.
3. Our Clients require you to undertake only those assignments 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. In everyday business transactions our Clients require you to be even-handed and fair without deception or dishonesty in your dealings with Clients, suppliers, us and others with whom you will work.
5. Our Clients require you to disclose any previous involvement or any conflict of interest or potential conflict of interest with a party or any member of that party's family as well as any information which might make you unsuitable for a particular assignment.
6. Our Clients require you to immediately notify the Client and us of any prior relationship with any party to proceedings in a particular assignment.
7. Our Clients require you to immediately notify the Client and us of any previous involvement with a particular assignment
8. Our Clients require you to disclose to the Client and us if you have had any previous involvement in relation to the same case even if this is through another Client.
9. Our Clients do not want you to take personal advantage of any information obtained in the course of your work or use any information obtained in the course of an assignment for any purpose other than as authorised.
10. Our Clients require you to endeavour to complete work by agreed deadlines and in accordance with other agreed terms and you must not, other than in exceptional circumstances, withdraw from or fail to complete an order of work once accepted, without reasonable notice to thebigword.
11. Our Clients require you to not receive or accept any form of reward or gift for work carried out, other than the agreed fee from thebigword.
12. Our Clients require you to undertake continual professional development in order to offer the highest possible standard of work by maintaining and updating your language/ technical skills, subject knowledge, or any other indispensable skills or knowledge. You shall inform us of any formal professional development you have completed.
13. Our Clients require you to be of good character and not engage in any anti-social behaviour (including impairment through drugs or alcohol, social misconduct, violence, intimidation or abusive behaviour).
14. Our Clients require you to 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 the express permission of the Client. The duty of confidentiality shall not apply where disclosure is required by law.

15. Our Clients require you to keep any documents, recordings or media provided by thebigword or any parties involved in the assignment safe and ensure that they are not copied and are returned after the assignment. You shall ensure that material is used only for the purpose authorised by the Client. Documents are for your eyes only and must not be seen or shared with anyone else.
16. Our Clients require you to observe, have regard for and respect the known cultural background, customs, values, spiritual beliefs and protocols relevant to a particular type of assignment 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, political belief or affiliation, belief or race.
17. Our Clients require you to not sub-contract or delegate any assignment or part of any assignment to another interpreter or agency without our prior written approval, nor accept any delegated work.
18. Our Clients require you to 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 and adverse change to your health which may affect your ability to perform your duties.
19. Where our Clients require you to hold a Baseline Personal Security Standard (BPSS) clearance 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.
20. Where the provisions of the Official Secrets Act 1989 and/or the Modern Slavery Act 2015 apply, our Clients require you to agree to abide by each of them.
21. Our Clients require that you do 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).
22. Our Clients require you to always have available, if you are on Face to Face assignments, photographic proof of your identity. If you are issued with a pass by us you must bring it with you to all assignments, we reserve the right to charge you if you require a replacement pass. If you cease working with us you must return the pass at your expense. You will not tamper with any timesheets or passes by removing the photograph. If you do not have your ID badge the Client may refuse to allow you to attend the assignment, this may be classed as non-attendance.
23. Our Clients require you to ensure you arrive at the venue in readiness to commence interpreting at the time requested, you must inform the appropriate 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 member of Client staff before leaving the venue.
24. 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 assignment you are undertaking, our Clients require you to raise these concerns in an appropriate manner to the responsible person leading the assignment or the relevant Authority, understanding that the matter may need to be handled sensitively and in confidence.
25. Our Clients require you to ensure that you understand the procedures and protocols of the relevant Client from whom you accept assignment.
26. Our Clients require you to agree to take an oath or give an affirmation before and/or after assignment if directed to do so.
27. Our Clients require you to inform any Client and us where difficulties have been encountered with dialect, technical terms and/or background knowledge.
28. Where an environment is not conducive to interpreting, our Clients require you to raise concern with the Client.
29. Our Clients require you to cooperate with their quality assurance process through participation in the mystery shopping assessments, spot check assessments and in person assessment processes.
30. Our Clients require you to remain for the entire duration of the assignment until released by the Client.
31. Our Clients require you to dress appropriately for all assignments undertaken by you. If your appearance could be considered inappropriate, you may be removed from the assignment. We reserve the right to classify this as a non-attendance.
32. Our Clients require you to disclose to the Client and us any criminal record or other adverse information. At the discretion of the Client and/or us, individuals with a criminal record may be precluded from receiving particular assignments.
33. Our Clients require you to respond within the required timescale to any allegations of misconduct or departure from the Code of Conduct.

34. Our Clients require you to adhere to their policies and standards applicable to their premises.
35. Where our Clients require you to do so, you shall provide a witness statement after completing a booking and before leaving the premises.
36. Where you are authorised by ourselves to use a mobile phone, our Clients require you to ensure you are in an appropriately secure environment when servicing calls, free from noise and with full consideration for the Client and other third parties during telephone Interpreting.

## APPENDIX 2

### PAYMENT PROCESS

#### 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<sup>®</sup>, along with the appropriate signed attendance records (thebigword timesheet) where a paper timesheet was used for assignment 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 GMS<sup>®</sup> within 28 days of the assignment date. Signed attendance records and receipts submitted via any other method will not be accepted or processed.

**If a signed attendance record (thebigword Timesheet) is not received from you within 28 days of the assignment for face to face work, we shall have no liability to you in respect of that signed attendance record and the value of the assignment in your thebigword GMS<sup>®</sup> account will be automatically set to 0.00 (£GBP/\$USD).**

**Thebigword Timesheets for the MOJ must be submitted within 5 working days of completion of the booking; no payment will be made for lunch breaks.**

**Please upload your signed timesheet into IMS.Direct immediately following completion of the job.**

**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 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 3 working days from the date of upload for cost authorisation, after which you must raise an E-Invoice via thebigword GMS<sup>®</sup>. 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<sup>®</sup> at least 4 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, assignment durations will be validated by the Client on-site prior to you leaving the venue, in which case your hard copy timesheet will not need to be signed by the Client nor returned to us via thebigword GMS<sup>®</sup>.

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

#### E-Invoices

**If an E-Invoice is not received from you via thebigword GMS<sup>®</sup> within 60 days of the job being authorised by us for Telephone Interpreting jobs, we shall have no liability to you in respect of that invoice. Such E-invoices shall bear the Job 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 assignment duration in thebigword GMS<sup>®</sup> 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<sup>®</sup>.

**UK Face to Face Interpreting assignments only** (excluding Home Office bookings and MOJ bookings, 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 assignment duration. If for example, your time is booked for 2 hours and the assignment lasts 1 hour, you will be paid for 2 hours. All bookings lasting longer than one hour will be paid in 15 minute increments. Where a booking last less than one hour we will still pay you for a minimum one hour.

**All Face to Face Interpreting assignments 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 assignment.

**Telephone Interpreting** Payment shall be made in accordance with the Statement (which will bear the Job 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 received from you via thebigword GMS® within 60 days of the job being authorised by us, we shall have no liability to you in respect of that E-Invoice. Such E-Invoices shall bear the Job Order Number.

### APPENDIX 3

#### RATES, TRAVEL POLICY AND CANCELLATION

**All your bookings with us will note clearly at the time of the offer of work if they are IMS bookings, MoJ IMS.Direct bookings or non-MoJ IMS.Direct bookings**

#### 1. IMS Bookings

##### 1.1 Rates

Your hourly rate is as agreed and listed on your IMS profile

##### 1.2 Travel Policy

A travel supplement will be paid when you are required to travel more than 5 miles straight line distance from your registered postcode in London and more than 10 miles from your registered postcode outside of London. The supplement rises incrementally the further you travel, as follows:

Venue of assignments inside London (within M25)

<5 miles	£0
5.01-10 miles	£5
10.01-20 miles	£12
20.01-35 miles	£28
35.01-50 miles	£35
50.01-75 miles	£45
75.01-100 miles	£60
100.01-125 miles	£75
125.01-150 miles	£100
<i>Bookings exceeding 150 miles will be discussed on an individual basis</i>	

Venue of assignments outside of London:

<10 miles	£0
10.01-20 miles	£12
20.01-35 miles	£28
35.01-50 miles	£35

50.01-75 miles	£45
75.01-100 miles	£60
100.01-125 miles	£75
125.01-150 miles	£100
<i>Bookings exceeding 150 miles will be discussed on an individual basis</i>	

- a. London assignments will be broadly defined as within the M25 geographical area; the applicable zone will be specified when placing the assignment.
- b. The postcode of the booking assignment 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. The travel distance is calculated in a straight line.
- e. We will specify the supplement amount payable at the time an assignment is offered (via either SMS or phone), and this is non-negotiable once a booking has been accepted.
- f. Your assignment confirmation email will include details of any travel supplements and amounts applicable.
- g. Payment details will be available on your GMS® portal, including details of any travel supplements and amounts applicable.
- h. No additional payment requests after a booking is accepted (for example mileage, parking, disbursements) will be applicable.
- i. Any exceptions to this policy must be agreed in writing prior to a booking.

### 1.3 Cancellation Policy Face to Face Interpreting only

#### Client or we cancel the booking

If we or a Client cancels an Order 24 hours before the assignment, and we are unable to find you suitable alternative work for the same time and at the same fee, we shall pay you 50% of the minimum fee. We will not pay for travel.

If we or the Client cancels an Order after the start time of the assignment, we shall pay you the minimum fee and pay any agreed travel supplement.

If the Client is not in attendance and has not sent an official notification to thebigword 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.

#### Linguist cancels the booking (Spoken and Non Spoken Languages)

Cancellation of a booking less than 24 hours prior to the assignment. At our discretion we shall be entitled to claim 50% of the proposed interpreting fee from you.

Cancellation of a booking between 24-48 hours the day before the assignment. At our discretion we shall be entitled to claim 25% of the proposed interpreting fee from you.

If you cancel an agreed assignment at any time (but longer than 24-48 hours) we shall be entitled to claim 10% of the proposed interpreting fee from you.

If you fail to notify us of your cancellation prior to the booking we will apply the cancellation policy as above and it may also result in you being immediately removed from our database.

**At the discretion of thebigword excessive cancellations we may remove you from our database of Linguists**

### 1.4 Linguist – Non-attendance

If you fail to notify us of a cancellation in advance of the booking we will not pay you for the booking and we may charge you the full proposed interpreting fee.

## 1.5 Cancellation Policy Conference Interpreting

If it proves impossible for you to find alternative work, 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 or the Client cancels between 2 weeks and 3 weeks before the date on which the Services are due to begin, 50% (fifty per cent) of the anticipated fees;
- 1.5.2. if we or the Client cancels 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 fees;
- 1.5.3. if we or the Client cancels less than 1 week before the date on which the Services are due to begin, the full anticipated fees including expenses.
- 1.5.4. at any time you shall actively seek alternative work of a similar nature and at a similar location to replace the cancelled assignment. Should you or we find you alternative work for the same period of time and at a fee within a margin of 10% of the original fee, you agree that we will not pay you cancellation fees for the original cancelled assignment. If the fee is more than 10% below the fee you would have earned, we will pay you the difference between the actual fee paid and the fee you would have received.

**If you cancel, we reserve the right to claim 100% of your anticipated fee, at our discretion.**

## 1.6 Cancellation Policy Non Spoken Languages

- 1.6.1. if we or a Client cancels an Order within:
  - 0-7 days' before the date on which the Services are due to begin; we will pay you 100% of the minimum anticipated fee.
  - 8-14 days' before the date on which the Services are due to begin; we will pay you 50% of the minimum anticipated fee.
  - Over 14 days before the date on which the Services are due to begin; no fee will be payable.

## 1.7 MoJ IMS.Direct Bookings

### 1.7.1 Rates and Travel Policy

Rates and travel policy are as per the below rate card.

Rate Type	Amount	Description
Hourly rate	Standard = £18 Complex = £24 Complex Written = £29	As per descriptions in the welcome pack/minimum requirements
Out of hours uplift	20% + Hourly rate	(Out of hours premium, paid on all hours that are between 7pm and 7am, or Saturday, Sunday UK Bank holiday)
Security uplift	SL4 = 30% + Hourly rate SL3 = 10% + Hourly rate SL2 = 5% + Hourly rate	SL4 = Security clearance to developed vetting level (DV) SL3 = Security clearance to security check (SC) standard SL2 = Counter Terrorism Check (CTC) Level clearance
Urgency uplift	T0 = 50% + Hourly rate T1 = 50% + Hourly rate T2 = 25% + Hourly rate	Some jobs will attract an urgency bonus. This will be at the discretion of the MOJ and thebigword
Travel mileage Supplement	20p per mile	Paid on all interpreting jobs and automatically calculated by our systems. It is paid both to and from a job, excludes the first 5 miles each way and is capped at 200 miles.
Travel time Supplement	£10 per hour	Paid on all interpreting jobs and automatically calculated by our systems. It is paid both to and from a job, excludes the first 60 minutes each way and is capped at 2 hours (£20)
Job Value	Hourly rate x Duration + (Hourly rate x Out of hours x Duration)	This is how your pay for each job is calculated

	+ (Hourly rate x Security uplift x Duration) + (Hourly rate x Urgency uplift x Duration) + Travel mileage + Travel time	
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### 1.7.2 Cancellation Policy MOJ

#### a. If the MOJ or we cancel the booking

If we or the Client cancel a booking after 9am the day before the booking, we will pay you £50.00. We will not pay for incidentals or travel.

If we or the Client cancel a booking before 9am the day before the booking no fee or expenses will be payable.

#### b. Linguist cancels booking

If you cannot attend a booking you must notify us immediately.

If you do not attend an appointment you will not be paid for the assignment and in addition we may charge you £50.00.

If you fail to attend more than 3 bookings we may cease working with you and remove you from our database.

If you cancel any booking within 28 days of the date of the booking then we may charge you £10.

If you cancel a booking after 9am the day before the booking, we may charge you £30.

**All cancellation charges made by us are at our discretion.**

#### c. Client (MOJ) or we curtail a booking

For the avoidance of doubt, a curtailment fee is a fee applied if a booking commences but does not last the length of the booked duration or where the booking 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 booking is curtailed. The curtailment fee will apply if either the following two situations arise.

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

Examples - using standard rate (£18) assignment:

Booked hours	Concludes After (Hours)	Standard Rate	Curtailment	Total 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 booking – An additional curtailment fee will be applicable:

- i) on any day which concludes in under 3 ½ hours; or
- ii) the booking 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 assignment.

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

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
<b>Curtailment fee</b> <i>Only paid if the Linguist does not work for 3 1/2 hours that day.</i>	£0.00	£32.00	£0.00	£32.00	£0.00	£0.00	£0.00
<b>Total</b>	£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	£108.00	£108.00	£0.00	£0.00
<b>Curtailment fee</b> <i>Only paid if the Linguist does not work for 3 1/2 hours that day.</i>	£0.00	£0.00	£0.00	£32.00	£0.00
<b>Total</b>	£144.00	£108.00	£108.00	£32.00	£0.00

With respect to curtailment if it is a multiday assignment 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 booking, we will not pay you for the booking and we may charge you £50.

#### e. On-Site Cancellation

Where you attend an assignment and find out on your arrival that your services are not required, we will classify such assignment as fulfilled and we will pay you the minimum of one hour plus a travel fee and curtailment if the booking is eligible for curtailment.

### 1.8 Non MoJ IMS.Direct Bookings

#### 1.8.1 Rates, Travel Policy and Cancellation Policy

Rates, travel policy and cancellation policy are as per the below rate card.

Rate Type	Amount	Description
Hourly rate	Band 3 = £20 Band 2 = £17 Band 1 = £14	Band 3 – Where the Clients booking requires a Linguist qualified to a DPSI level or equivalent Band 2 - Where the Clients booking requires a Linguist qualified to a Community Interpreting level 3 or equivalent Band 1 – Any other work
Travel mileage supplement	40p per mile	Paid on all Interpreting jobs and automatically calculated by our systems. Its paid both to and from a job, excludes the first 5 miles each way and is capped at a 400 mile round trip (200 miles each way)
Duration	You will be paid booked duration	Booked duration will be paid on all assignments unless otherwise advised
Increments	15 minutes	After the booked duration time as passed but you are still required at the booking, you will be paid in 15 minutes increments
Minimum Duration	1 hour	All assignments will be paid at a minimum of 1 hour

Cancellations	£20 per cancellation payment	If we cancel an appointment after 9am the day before, we pay the interpreter a £20 cancellation fee
Cancellations	£20 per cancellation fee	If an interpreter cancels an appointment after 9am the day before, we may charge the interpreter a £20 cancellation fee

## APPENDIX 4

### THE PERSONAL DATA

#### The nature and purpose of the processing

You will process the personal data for the purposes of providing the interpreting services to us on behalf of our Clients.

#### 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 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.

## APPENDIX 5

**You do not need to read this appendix if you are based within the EEA. If you are outside the EEA you do not need to sign this appendix as acceptance of this entire agreement is sufficient**

### MODEL CLAUSES



**EUROPEAN COMMISSION**  
DIRECTORATE-GENERAL JUSTICE

Directorate C: Fundamental rights and Union citizenship  
**Unit C.3: Data protection**

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### **Commission Decision C(2010)593** **Standard Contractual Clauses (processors)**

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation: Thebigword Interpreting Services Limited

Address: Link Up House, Ring Road, Lower Wortley, Leeds, LS12 6AB, UK

Tel.: 0113 210 6000.....; fax: N/A .....; e-mail: .....

Other information needed to identify the organisation:

.....N/A.....  
(the data **exporter**)

And

Name of the data importing organisation: You.....

Address: .....

Tel.: .....; fax: .....; e-mail: .....

Other information needed to identify the organisation:

.....N/A.....  
(the data **importer**)

each a “party”; together “the parties”,

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

## *Clause 1*

### ***Definitions***

For the purposes of the Clauses:

- (a) *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data<sup>1</sup>;
- (b) *'the data exporter'* means the controller who transfers the personal data;
- (c) *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

## *Clause 2*

### ***Details of the transfer***

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

## *Clause 3*

### ***Third-party beneficiary clause***

- 1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
- 2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
- 3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
- 4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

#### Clause 4

##### ***Obligations of the data exporter***

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

#### Clause 5

##### ***Obligations of the data importer<sup>2</sup>***

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

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<sup>2</sup> Mandatory requirements of the national legislation applicable to the data importer which do not go beyond what is necessary in a democratic society on the basis of one of the interests listed in Article 13(1) of Directive 95/46/EC, that is, if they constitute a necessary measure to safeguard national security, defence, public security, the prevention, investigation, detection and prosecution of criminal offences or of breaches of ethics for the regulated professions, an important economic or financial interest of the State or the protection of the data subject or the rights and freedoms of others, are not in contradiction with the standard contractual clauses. Some examples of such mandatory requirements which do not go beyond what is necessary in a democratic society are, *inter alia*, internationally recognised sanctions, tax-reporting requirements or anti-money-laundering reporting requirements.

- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
  - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
  - (ii) any accidental or unauthorised access, and
  - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

#### *Clause 6*

##### ***Liability***

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.
3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

#### *Clause 7*

##### ***Mediation and jurisdiction***

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
  - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
  - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

#### Clause 8

##### **Cooperation with supervisory authorities**

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

#### Clause 9

##### **Governing Law**

The Clauses shall be governed by the law of the Member State in which the data exporter is established, namely.....United Kingdom.....

#### Clause 10

##### **Variation of the contract**

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

#### Clause 11

##### **Subprocessing**

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses<sup>3</sup>. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established, namely .....United Kingdom.....  
.....  
.....
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

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<sup>3</sup> This requirement may be satisfied by the sub processor co-signing the contract entered into between the data exporter and the data importer under this Decision.

***Obligation after the termination of personal data processing services***

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

**On behalf of the data exporter:**

Name (written out in full):

Position:

Address: Link Up House, Ring Road, Lower Wortley, Leeds, LS12 6AB, UK

Other information necessary in order for the contract to be binding (if any):

Signature.....

(stamp of organisation)

**On behalf of the data importer:**

Name (written out in full):

Position:

Address:

Other information necessary in order for the contract to be binding (if any):

Signature.....

**APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES**

This Appendix forms part of the Clauses and must be completed and signed by the parties.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

**Data exporter**

The data exporter is (please specify briefly your activities relevant to the transfer):

.....N/A.....  
.....

**Data importer**

The data importer is (please specify briefly activities relevant to the transfer):

.....N/A.....  
.....

**Data subjects**

The personal data transferred concern the following categories of data subjects (please specify):

The data exporter and their employees.

The individual who the data importer is interpreting on behalf of, and any other individuals which the data importer is provided with personal data about when providing the interpreting services and/or in associated documentation.

**Categories of data**

The personal data transferred concern the following categories of data (please specify):

The personal data which is shared with the data importer when providing interpreting services face to face or over the telephone, and the personal data in any associated documentation provided to the data importer.

**Special categories of data (if appropriate)**

The personal data transferred concern the following special categories of data (please specify):

Any special categories of data which is shared with the data importer when providing interpreting services face to face or over the telephone, and any special categories of data in any associated documentation provided to the data importer.

**Processing operations**

The personal data transferred will be subject to the following basic processing activities (please specify):

The data importer will process the personal data for the purposes of providing the interpreting services to thebigword Interpreting Services Limited on behalf of the data exporter.

**DATA EXPORTER**

Name:.....

Authorised Signature .....

**DATA IMPORTER**

Name:.....

Authorised Signature .....

**APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES**

This Appendix forms part of the Clauses and must be completed and signed by the parties.

**Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):**

.....See 8.3 clause B within the main agreement.....  
.....  
.....

**AS WITNESS** the hands of the parties to this Agreement.

Signed on behalf of  
[LINGUIST/AGENCY NAME]  
By its duly Authorised Representative  
  
\_\_\_\_\_  
(Print name)

)  
)  
)  
)  
)  
\_\_\_\_\_  
(Signature)

Signed on behalf of  
THEBIGWORD INTERPRETING SERVICES  
LIMITED  
By its duly Authorised Representative  
  
Marcus Mills  
CFO

)  
)  
)  
)  
)  
\_\_\_\_\_  
(Signature)

## Privacy Policy

thebigword Interpreting Services Limited and Link Up Mitaka Limited (“**thebigword**”) is committed to protecting and respecting your privacy.

This Policy sets out the basis on which any personal data we, collect from you, or about you, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

When you are providing interpreting services to us, thebigword Interpreting Services Limited will be the data controller of your personal data. When you are providing translation and similar services to us, Link Up Mitaka Limited will be the data controller of your personal data.

You can contact us using the contact details provided at the end of this Policy.

### INFORMATION WE COLLECT

When we engage you as a Linguist we collect and process your personal data where it is necessary:

- to allow us to enter into and/or perform our terms of engagement with you\*;
- to pursue legitimate interests of our own, or of third parties, such as our Clients\*\*, provided your interests and fundamental rights do not override those interests;
- to fulfil our legal obligations\*\*\*; and/or
- with your consent.\*\*\*\*

Further information about how and why we process your personal information is set out below.

### On Engagement

We need the following information about you in order to engage you as a Linguist, or to place you on an assignment:

- Your contact details, which may be your personal and/or business details, including your name, address, telephone number, fax number, email address and emergency contact details;
- Your position, rate of pay, specialism, languages, gender, date of birth, university graduation dates, qualifications and copies of qualifications, CV, citizenship, bios and details of your previous employment;
- Your photograph, so that we can provide you with an ID pack which you can use when submitting timesheets to us, so that we can verify your identity or so that your identity can be verified in the event you attend an assignment at Court; and
- Background checks (such as copies of DBS checks), identity verification information (such as copies of a passport (and passport number, expiration date and country of residence), driving licence or identity card), proof of address and references.

The background and identity verification checks we carry out (unless subject to specific Client requirements, as explained below), may entail the Baseline Personnel Security Standard (BPSS) checks (see <https://www.gov.uk/government/publications/government-baseline-personnel-security-standard> for more details) \*\*\*. The Big Word carries out these checks as it works regularly with government bodies who require them to be carried out and it is contractually obliged to do so.

We need this information in order to engage you as a Linguist and without it we will not be able to add you to our list of approved Linguists.

In some cases we may also carry out (where required by our Clients or otherwise necessary) enhanced security clearance checks which we will use to assess your suitability before engaging you as a Linguist\*\*\* and to engage you to carry out work assignments for our Clients\*. If such checks are required, we will inform you that we intend to carry out these checks on you. If you do not meet the requirement of the enhanced security clearance checks, then you may not be able to be engaged as a Linguist for certain Clients, but this will not affect your suitability for any potential future engagements with other Clients.

### **On Assignment**

During your engagement as a Linguist for us/our Clients we will collect the following information about you:

- Details of your assignments and the dates of your engagement, your hours worked/time records, remuneration and compensation and related data and bank account details.

We may also collect the following data:

- Performance data, evaluations, complaints, concerns or issues raised (if received) and training records (if relevant training is undertaken); and
- Medical details, where this is necessary for a specific assignment. For some assignments, it is important for you to be fit and well, for your own safety and that of our Clients. We will inform you in advance if we need to collect any such information and provide you with additional information about why that information is needed and how it will be used, if this is ever required.

We need this data in order for us to manage our relationship with you as our service provider including: providing you with and managing your assignments; receiving completed work from you and feedback from our Clients; notifying you of any changes to your engagement; running training, appraisal and performance reviews; ensuring the safety of our Clients and our Clients' customers; paying you for your services; and dealing with payment and any other issues arising\*. If we are unable to collect this information, we will be unable to continue your engagement.

We do not carry out solely automated decision-making as part of our engagement process. However, we do use an automated program to assign Linguists to suitable assignments based on your address (to calculate your travel time to the work assignment) and your rates, qualifications and experience (to assess whether you are able to meet the Clients' requirements for this work assignment). The program may determine that based on this criteria you are not the most suitable Linguist for a particular assignment, but this will not affect your suitability for any potential future engagements.

### **CHANGE OF PURPOSE**

We will only use your personal information for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If we need to use your personal information for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal information without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

### **DISCLOSURE OF YOUR INFORMATION**

We may share your personal information for the purposes set out in this Policy with the following:

- Any member of our group, listed at (listed at the end of this privacy policy statement) which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006;
- Our Clients when you are engaged on an assignment for that Client. You will be informed of the identity of the Client prior to commencing an assignment;
- The business partners and suppliers listed at the end of this privacy policy statement;

- A prospective seller or buyer, in the event that we sell or buy any business or assets or thebigword or substantially all of its assets are acquired by a third party; or
- A third party if we are under a duty to disclose or share your personal data:
  - To an authority such as the National Audit Office;
  - In order to comply with any legal obligation;
  - In order to enforce or comply with our terms of engagement with you or any other agreement with you or our Clients; or
  - To protect the rights, property, or safety of The Big Word, our Clients or others.

## STORAGE OF YOUR PERSONAL DATA

We will only keep your personal data for as long as we need to in order to fulfil the relevant purpose(s) it was collected for, as set out in this Policy, and for as long as we are required to keep it for legal purposes. Copies of DBS certificates are deleted six months after receipt.

[Limited information we hold about you may be transferred to or accessed outside of the EU as it is held on a system which is accessed by translators globally.]

Your data will be held in line with the following retention policy requirements:

Ref	Title	Data Examples	Retention Requirement	Reason	Control
LR-DR2	Linguist Authorised	Full Profile - includes, contact details, Identification documents (e.g. passport), qualifications, Security clearance information (DBS, CTC etc.), Right to Work, DoB, Financial data (payment), Photo (identification), Client specific NDAs and Profile notes.	2 Years for inactive Linguists (not taken an assignment in 12 months)	# Mutually beneficial so that the Linguist can take work for Clients. # There is Client requirement and legal responsibility to obtain these documents and retention of such information. # Linguists can be continually matched to work	# Consent to be obtained via a signed service agreement  # Data cleanse to be complete every 12 months on Linguist not actively taking work =(last 12 month)  # Active Linguists data will be retained
LR-DR3	Removed from our register of Linguists (Stage 1)	AS per LR-DR2	2 years	Full profile data will be held to allow TBW to demonstrate their compliance to contract through audit	Data cleanse complete every 12 months
	Removed from our register of Linguists (Stage 2)	Partial Profile - Identification details, Profile and Complaints notes / history and contact details.	Indefinitely	Ensure TBW doesn't reinstate unsuitable Linguists to protect Client and TBW reputation and requirements.	N/A

We take appropriate technical and organisational security measures to protect the information we hold about you. For example, our employees are required to protect personal data in accordance with our information security policy and they are appropriately informed of and receive training on their data protection obligations. We take our Information Security obligations extremely seriously and hold internationally recognised ISO27001 (2103) Information Security certification and the UK Governments highest cyber security certification - Cyber Essentials Plus.

## YOUR RIGHTS

### Right to Object

- You have the right to object to our use of your personal data, on grounds relating to your particular situation, to the extent the processing is based on our legitimate interests. If we receive an objection, then we will stop processing the personal data unless we can demonstrate compelling legitimate grounds for the processing which override your interests, rights and freedoms or if the processing is necessary for the establishment, exercise or defence of legal claims.

### Additional Rights

Data protection laws provide you with the following rights:

- Request access to your personal information (commonly known as a "data subject access request"). This enables you to receive a copy of the personal information we hold about you and to check that we are lawfully processing it.
- Request correction of the personal information that we hold about you. This enables you to have any incomplete or inaccurate information we hold about you corrected.
- Request erasure of your personal information. This enables you to ask us to delete or remove personal information where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal information where you have exercised your right to object to processing (see above).
- Request the restriction of processing of your personal information. This enables you to ask us to suspend the processing of personal information about you, for example if you want us to establish its accuracy or the reason for processing it.
- Request the transfer of your personal information to another party.
- Lodge a complaint about the way in which your personal information is being used to a supervisory authority.

If you want to review, verify, correct or request erasure of your personal information, object to the processing of your personal data, or request that we transfer a copy of your personal information to another party, please contact us using the details provided below.

You will not have to pay a fee to access your personal information (or to exercise any of the other rights). However, we may charge a reasonable fee if your request for access is clearly unfounded or excessive. Alternatively, we may refuse to comply with the request in such circumstances.

We may need to request specific information from you to help us confirm your identity and ensure your right to access the information (or to exercise any of your other rights). This is another appropriate security measure to ensure that personal information is not disclosed to any person who has no right to receive it.

Where we rely on your consent to collect and use your personal information for a specific purpose, you have the right to withdraw your consent for that specific processing at any time. To withdraw your consent, please contact us using the contact details provided below. Once we have received notification that you have withdrawn your consent, we will no longer process your information for the purpose or purposes you originally agreed to, unless we have another legitimate basis for doing so in law.

## CHANGES TO OUR PRIVACY POLICY

Any changes we make to our Policy in the future will be posted on this page and, where material, notified to you by e-mail.

## CONTACTING US

If you have any queries, comments or requests regarding this Policy or you would like to exercise any of your rights set out above, you can contact us at:

Compliance@thebigword.com or attention of the Compliance Team, thebigword, Link Up House, Ring Road, Lower Wortley, Leeds, LS12 6AB, UK or please call 0113 210 6000 and ask for the Compliance team.

## APPROVED SUPPLIER LIST

AQL  
BDO  
Consultant Services Group  
CONTEGO  
HMRC SHIPLEY  
Instant Availability Business Continuity Services  
Iron Mountain  
Health Shield  
HSBC Bank Plc  
ISL Ltd  
MOJ  
O2  
Royal London  
Shred-It  
SQUIRE PATTON BOGGS UK LLP  
Telecity Data Centres  
The Language Shop  
Traveleads  
Verizon UK Ltd  
Virtuoso Legal  
West Yorkshire Combined Authority  
Zendesk.Inc.

## Global Legal Entities

