



Midland Technical Translations (UK) Limited
Progress House, Midland Road, Worcester, WR5 1AQ, United Kingdom
Tel No.: 0844 856 1086 Email: mtt@markettechgroup.com

TRANSLATOR APPLICATION FORM

Contact Details

Name	
Company Name (if applicable)	
Address	
Telephone Number	
Mobile Number	
Email	
Website	

Subject Area

The text in brackets are suggestions of the types of subject matter that fits into each category – please edit to inform us of which specific subjects you work with and please delete any which do not apply.

- Automotive and Transport**
- Commercial/ Business** – (HR, Politics, Economics, Health and Safety, Commerce)
- Creative Subjects** - (Arts, Tourism, Music, Literature, Marketing, Advertising, Food & Drink)
- Education**
- Electrical** – (Electronics, Electrical Engineering)
- Environmental** – (Equestrian, Agriculture, Horticulture, Pollution, Water Treatment, Farming)
- Financial** – (Accounts, Insurance, Banking)
- General**
- IT** – (Telecoms, Software, Hardware, Internet, Mobiles)
- Legal** – (Contracts, Law, Court Bundles, Wills)
- Mechanical** – (Furnaces, Castings, Metals, Hydraulics, Mechanics, Machine Tools)
- Medical** – (Veterinary, Pharmaceuticals, General Medicine)
- Property and Architecture**
- Sciences** – (Plastics, Polymers, Chemistry)
- Other** (please specify)



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Languages

Mother Tongue (Target Language)	
Source Languages	
No. of years professional experience	

Translation Rates

Currency	
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Language Pair	Translation Rate per 1000 words	Minimum Charge	Proofreading Rate <i>(please specify if per 1000 words or per hour)</i>

If you offer more combinations, please provide details on a separate sheet

Interpreting Rates

- Ad Hoc
- Conference (Booth)
- Whispering



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Language Pair	Full Day Rate	Half Day Rate	Hourly Rate	Travel Costs - Travel Time Charge	Travel Costs - Mileage Charge

If you offer more combinations, please provide details on a separate sheet

DTP

<u>Systems and Programs</u>	<u>Formats</u>
<input type="checkbox"/> AutoCAD <input type="checkbox"/> PC <input type="checkbox"/> MAC <input type="checkbox"/> InDesign – Version <i>Please specify</i> <input type="checkbox"/> Quark – Version <i>Please specify</i> <input type="checkbox"/> Illustrator – Version <i>Please specify</i> <input type="checkbox"/> Page Maker <input type="checkbox"/> Interleaf <input type="checkbox"/> Other <i>Please specify</i>	<input type="checkbox"/> DWG <input type="checkbox"/> EPS <input type="checkbox"/> Excel <input type="checkbox"/> InDesign <input type="checkbox"/> JPG <input type="checkbox"/> PDF <input type="checkbox"/> PowerPoint <input type="checkbox"/> Publisher <input type="checkbox"/> Quark <input type="checkbox"/> SRT <input type="checkbox"/> TIF <input type="checkbox"/> Word <input type="checkbox"/> HTML <input type="checkbox"/> XML <input type="checkbox"/> Other <i>(please specify)</i>



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Other Information

Do you have a translation memory program / CAT tool?

- MemoQ
- Trados
- Across
- DejaVu
- OmegaT
- Smartling
- Other (*please specify*)

Are you a member of any of the following?

- ITI
- CIOL
- ATC
- Other (*please specify*)

Do you have Professional Indemnity Insurance*: Yes No

Amount of cover:

**Please send a copy of your certificate with your application.*

Qualifications

Please send copies of your CV and your qualification certificates with your completed and signed application form.

If we do not receive these, your application may receive a lower grading.



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MIDLAND TECHNICAL TRANSLATIONS (UK) LTD TERMS AND CONDITIONS FOR LINGUISTS AND OTHER SERVICE PROVIDERS

1. THE UNDERSIGNED

1.1 The private company with limited liability Midland Technical Translations (UK) Ltd., with the registered office Progress House, Midland Road, Worcester, WR5 1AQ, UK, hereinafter referred to as "Midland Technical Translations (UK) Ltd" or "MTT"

and

the supplier specified above on page 1 of this document, hereinafter referred to as the "Supplier".

1.2 The Contract for Services between MTT and the Supplier will be subject to the following Terms and Conditions. Any Terms and Conditions stipulated or incorporated or referred to by the Supplier, written or oral, shall have no effect, unless agreed in writing by both sides.

2. DEFINITIONS

In these Terms and Conditions:

- "Contract" means any contract between MTT and the Supplier that includes the ordering, purchase or delivery of goods, Services or Projects.
- "Artwork" includes design, Artwork, websites, promotional, conference, CDROM and video materials.
- "MTT" means Midland Technical Translations (UK) Ltd, its Staff and contractors.
- "Confidential Information" covers information in any form, which is confidential to MTT and/or MTT's Customer and which is disclosed either by MTT or by the Customer to the Supplier in connection with the Services.
- "Supplier" shall mean any person with whom MTT has contracted for the supply of goods or Services.
- "Customer" shall mean the person, firm, organisation, or company, including any servants or agents negotiating or contracting with MTT.
- "Event" shall mean any Event or occasion for which MTT has quoted to supply equipment and/or people.
- "Includes" and "Including" shall mean "Includes or Including without limitation".
- "In Writing" shall mean a written communication delivered by post or e-mail.
- "Location" shall mean any specific Location or room in which MTT has quoted to supply equipment or people.
- "Order" means an Order/Orders for the Services provided by MTT from time to time.
- "Original Works" means all documents and other materials provided by MTT for the purpose of providing the Services.
- "Project" shall mean any work ordered by MTT from the Supplier.
- "Project Manager" shall mean the person or persons appointed by MTT to manage a particular Project



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- “Services” shall mean Translation, Proof-reading, Typesetting, Web site localisation, Voice recordings, Sub-titling, Transcription and all other related Services offered by MTT to its Customers.
- “Staff” includes persons employed by MTT.
- “Terms and Conditions” means these standard Terms and Conditions as follow below.
- “Translated Works” means the documents, files and works translated and produced from the Original Works in accordance with MTT’s instruction.
- “Translation” includes written text, recordings and oral renderings of written or spoken material.

3. GENERAL

3.1 The clause headings in these Terms and Conditions are for reference purposes only and shall not affect the construction and interpretation of these Terms and Conditions.

3.2 Any notice or other communication to be given under these Terms and Conditions must be in writing and may be delivered or sent by post or e-mail.

3.3 If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected hereby.

3.4 No waiver by MTT of any breach of the Contract by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision.

4. PROJECTS

4.1 MTT will agree a fee for the Project in writing with Supplier and will also agree to the schedule of work to be done and the time limit in which to do it. The formats to be used for delivery and receipt of the Project will be agreed at this time. This information will be set out in the MTT Instructions to Translator, sent by email when the job is placed with the Supplier.

4.2 The Contract will only come into force on acceptance of the Order from MTT in writing (via e-mail) by the Supplier agreeing to the Terms and Conditions and to the schedule agreed for the Project.

4.3 If the Supplier does not acknowledge receipt of the Order within a period of time to be specified by the Project Manager, MTT reserve the right to reallocate the Project and will inform the Supplier accordingly. In this case the Order is deemed cancelled and no payment will be due to the Supplier whether work has commenced or not.

4.4 MTT shall incur no liability to the Supplier for innocent or negligent misrepresentation by virtue of any statement made by or on behalf of MTT prior to the Contract, whether orally or in writing, and Supplier shall not be entitled to rescind the Contract on the grounds of such misrepresentation.

5. SCHEDULE



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5.1 The Supplier agrees to adhere strictly to deadlines agreed to prior to commencement of the Project. For the deadlines, subject to the following clauses, time is of the essence.

5.2 If due to Force Majeure as detailed in Clause 23 a deadline cannot be met after commencement of the Project, the Supplier must inform MTT by e-mail immediately together with the reason for the delay and return all work completed to date to MTT. MTT will pay for the work completed (with an option to deduct an administration fee of 30% of the Supplier's invoice) unless a revised deadline can be renegotiated with the client.

5.3 MTT will agree a schedule for completion of the work with the Supplier prior to commencement of the Project, but the Supplier acknowledges that there may be delays caused by MTT's Customer over which MTT has no control. No payment will be due to the Supplier for any such delay.

5.4 If a delay in a Project is caused by a Customer of MTT, MTT will re-negotiate the completion date for the Project and agree this with the Supplier.

6. QUALITY

6.1 The Supplier will ensure that they will perform the required Services with all due care, diligence and professional skill.

6.2 Any incorrect or defective work shall be remedied by the Supplier in the Supplier's own time and at the Supplier's own cost.

6.3 Where MTT incurs additional costs in ensuring that the work is acceptable, MTT reserves the right not to pay for part or all of the defective work.

6.4 The Supplier will promptly inform MTT of any parts of the Project, which may not be legally (to the best of their knowledge) or culturally acceptable in their country.

7. CHANGES OR CANCELLATION

7.1 If the Project is cancelled by the Customer prior to commencement of the Project, then no fee will be payable to the Supplier. If the Project is an interpreting assignment however, then the interpreter's agreed interpreting cancellation fees shall apply.

7.2 If the Project is cancelled once the work has already started, then MTT will pay the Supplier the appropriate pro-rata fee for the work already completed.

7.3 During the course of the Project, MTT may receive changes to the contracted work from its Customer, which may involve amendments to the Project originally contracted for. MTT reserves the right to submit such changes to Supplier in writing and to agree any amendments to the pricing and schedule as may be necessary.

7.4 Where the Customer, subsequent to commencement of the Project, makes changes to the



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material, MTT shall agree a fee to be paid to the Supplier insofar as the Supplier has already started work on the part of the material requiring changes. The Supplier must submit to MTT all work carried out on the material which has been changed.

8. PAYMENT

8.1 On completion of the Project, the Supplier is requested to submit an invoice for the work completed at the agreed fee. The invoice must contain the relevant Job Number.

8.2 The invoice should preferably be made out in Pounds Sterling, or Euros to Midland Technical Translations (UK) Ltd and submitted to the Accounts Department.

8.3 The payment will be made by BACS, PayPal or Currency UK.

8.4 Payment of the sum due will be made at the end of the month following receipt of the invoice.

8.5 All invoices must be submitted within 2 months of the date of completion of the Project by the Supplier.

Failure to submit invoices within this timescale could result in non-payment of that invoice.

8.6 Where an invoice has been submitted for a small amount, MTT reserves the right to combine payment for that invoice with a subsequent invoice. In such circumstances, MTT will notify the Supplier in writing accordingly.

9. TAXATION

9.1 The Supplier warrants that they are responsible for all Income Tax, Corporation Tax, National Insurance contributions, VAT payments and any other such payments in connection with the fees paid as required by their own relevant taxation legislation and will make complete and proper disclosure to the relevant authorities.

9.2 If the Supplier is registered for VAT, it is the responsibility of Supplier to notify the Accounts department of MTT in writing if at any stage during the Contract the Supplier changes their VAT number or deregisters.

10. DISPUTE RESOLUTION

10.1 If any dispute arises between MTT and the Supplier with regard to Services provided by Supplier, then such dispute shall, if such dispute cannot be resolved or start to be resolved within 14 days of first notification of such a dispute, at the request of either party be referred to the ITI in the UK, who offer an independent arbitration service.

10.2 The costs for using the arbitration service shall be borne equally by all parties, unless deemed otherwise by the arbitration service.

11. SUPPLIER RESPONSIBILITIES AND WARRANTIES



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11.1 The Supplier undertakes to produce the Services specified by MTT to the best of their ability, in accordance with the standards of the industry.

11.2 The Supplier undertakes to deliver the materials in the format required by MTT.

11.3 The Supplier agrees to provide MTT with any glossaries and TMs created or updated specifically for Projects on request.

11.4 The Supplier warrants that they will not provide the Confidential Information to any other party unless permission has been granted by MTT or where required to do so by law, in which case the Supplier will promptly notify MTT in advance regarding the manner, scope and timing of such disclosure and provide details. The obligation of confidentiality shall survive the termination of Contract howsoever caused.

11.5 If the Supplier receives regular work from MTT, the Supplier must provide a reasonable amount of advance notice of holiday dates.

12. MTT RESPONSIBILITIES AND WARRANTIES

MTT undertakes to provide the Supplier with all information, support, documentation and cooperation, which may reasonably be required, to enable the Supplier to carry out the Supplier's obligations under this Contract and to facilitate the provision of such Services.

13. COPYRIGHT

13.1 The materials provided by MTT for the purpose of carrying out Project(s) remain the property of MTT and/or MTT's Customer at all times.

13.2 The copyright of any Translated Works rests with MTT or with MTT's Customer.

13.3 The copyright of any Translation memory databases or glossaries created by MTT, which may be provided to the Supplier to assist the Supplier with the Project, rests with MTT.

13.4 All Intellectual Property Rights in the Original Works and the Translated or other Works shall vest in MTT or the Customer.

13.5 MTT hereby grants to the Supplier a licence to share and use the Original Works and the Translated or other Works for the purposes of providing the Services to MTT for the duration of the Contract and for such time thereafter as required by English law or by the applicable laws in the Supplier's country.

14. CONFIDENTIALITY AND DATA SECURITY

14.1 The Supplier agrees to keep all materials provided by MTT safe and confidential at all times and will not disclose the contents thereof to any person, firm or company or corporation except MTT whether for monetary gain or otherwise.



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14.2 The Supplier agrees to ensure that all Confidential Information including Personal Data contained in documents supplied for translation or interpreting or any other service are processed and retained in line with the EU GDPR regulations. The Supplier is acting as a Data Processor in this instance. MTT are the Data Controller on behalf of their end client. The Supplier will ensure that nobody else has access to this information. The Supplier will also ensure that the information is stored and transmitted in a secure manner and is password protected and encrypted if possible.

14.3 The Supplier agrees not to use the Confidential Information for any purpose other than the performance of their obligations in connection with this Contract.

14.4 If required by MTT, the Supplier agrees to return all documents as provided to the Supplier by MTT for Project(s) covered by this Contract. The Supplier shall certify to MTT that they have not retained any copies of information or data, except for one copy of each item which the Supplier may use for audit purposes only and subject to the confidentiality obligations in the rest of this Clause.

14.5 The Supplier agrees not to approach the end Customer of MTT directly with a view to dealing directly with MTT's end Customer for a period of 2 years from the date when the Supplier's records were removed from MTT's database of suppliers. If MTT's end Customer approaches the Supplier with regard to Project(s), the Supplier must promptly report any such approaches to MTT.

15. ASSIGNMENT

15.1 The Supplier may not assign their obligations under this Contract to a third party without the express written permission of MTT and subject to quality controls.

15.2 MTT may decline any such assignment if MTT is not satisfied that such substitution possesses the necessary skills to carry out the Project.

16. MUTUALITY OF OBLIGATION

16.1 These Terms and Conditions do not commit MTT to provide ongoing work to the Supplier or to provide the Supplier with a specific number of Projects.

16.2 MTT will contract with the Supplier to provide specific work Projects commensurate with the skills and expertise of the Supplier as agreed in advance by both parties.

17. INDEMNITY

The Supplier shall indemnify and hold harmless MTT, its Directors, employees and agents against all and any actions, claims, costs, expenses, losses, injury, damages and liabilities whatsoever and howsoever incurred resulting or arising from any act of omission of Supplier to the extent that the same are caused by or related to a breach of these Terms and Conditions.



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18. INTERPRETER, VOICE-OVER, TRAINER AND OTHER SUCH SERVICES

18.1 By signing this Contract, the Supplier agrees not to disclose to the end Customer of MTT any "commercial in confidence" information, including the price to be paid by MTT for the services of the Supplier.

18.2 The Supplier agrees not to approach the end Customer of MTT directly for the purposes of soliciting business both during the duration of Project assigned to the Supplier and for a period of 2 years following completion of said Project.

18.3 The Supplier will undertake at all times to use their best endeavours to ensure that they attend the Customer site on the date(s) and at the time agreed. If for whatever reason, the Supplier is prevented from attending on the date(s) and at the times agreed, the Supplier must inform MTT in good time.

19. INTERPRETING AND TRAINING

19.1 If the Project is cancelled 7 days or less in advance of the start of Project, the Supplier may invoice 25% of the amount quoted unless alternative terms have been agreed in writing.

19.2 If Project is cancelled 24 hours prior to the start, the Supplier may invoice 50% of the amount quoted unless alternative terms have been agreed in writing.

19.3 MTT will endeavour to obtain from the Customer and provide to the Supplier documents relating to the Services as far in advance of the Event as possible.

19.4 The Supplier may invoice for expenses incurred relating to the Project. MTT will provide a full refund of all agreed expenses against receipts.

19.5 All fees for such Services will be agreed in writing in advance. No changes to the quoted price from the Supplier will be accepted unless the scope of the Project has changed.

20. DURATION AND TERMINATION

20.1 These Terms and Conditions shall remain in force and cover all Projects carried out by the Supplier for MTT.

20.2 Without prejudice to any other rights and remedies to which MTT may be entitled under these Terms and Conditions, MTT may cancel this Contract at any time if:

- The Supplier goes into liquidation (in the case of a company) or becomes bankrupt (in the case of an individual)
- The Supplier is in breach of any of their obligations hereunder
- MTT's Customer indicates to MTT that it is not satisfied with the work submitted
- The Supplier wilfully introduces a virus or other harmful code.

The Supplier must properly protect themselves and therefore MTT against the introduction of viruses or other harmful code. If viruses or other harmful code are wilfully delivered to MTT by the Supplier, MTT will terminate the Contract with immediate effect and may seek appropriate



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recompense from the Supplier.

20.3 Upon termination of this Contract, the Supplier shall return to MTT all documentation or other such material as provided to MTT for the purpose of fulfilling the Project, save as outlined in Clause 14.3 above. Having returned all documentation or other such material to MTT, the Supplier shall certify that they have destroyed all electronic versions of such materials, save as outlined in Clause 14.4 above.

21. LIABILITY

21.1 In no circumstances will MTT be liable to the Supplier for any indirect special or consequential loss or damage (howsoever arising) in connection with this Contract. In particular, and without limitation to the foregoing, MTT will not be liable for any loss by the Supplier of business, revenue, profits, anticipated savings, opportunity, turnover or goodwill.

21.2 Save as required by law, in no circumstances will MTT be liable for any loss or damage (whether direct, special, indirect or consequential) incurred by or for any injury (including death) to the Supplier in connection with this Contract.

22. PUBLICITY

The Supplier shall not make any public disclosures relating to this Contract or the subject matter of this Contract except for any disclosure required by law.

23. FORCE MAJEURE

Each Party shall have no liability to the other for delay or loss occasioned by any circumstance which is outside the other Party's reasonable control to prevent (including but not limited to war, industrial dispute, fire explosion, natural disaster, death).

24. ENTIRE AGREEMENT

This Contract, together with any specific Project related schedules and conditions, constitutes the entire agreement between the Supplier and MTT and supersedes all previous agreements, Contracts or representations, written or oral, with respect to the provision of Services.

25. JURISDICTION

The construction and validity of these Terms and Conditions shall be governed by and interpreted in all respects by the laws of England.

Any action arising out of or relating to this Contract shall be brought in courts situated in England. The parties agree to submit to the exclusive jurisdiction of the courts of England.



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All information held on record by MTT UK Limited is kept in accordance with the Data Protection Act 2018.

I declare that I accept these terms and conditions, that all the information I have given is to the best of my knowledge all true and that any work I am sent to translate would be treated with the utmost confidentiality.

For and on behalf of Midland Technical Translations (UK) Ltd	
NAME:	
MTT SIGNATURE:	
DATE:	

For and on behalf of Supplier	
NAME:	
SUPPLIER SIGNATURE:	
DATE:	

We now require two references. We have a short form that we ask them to fill in. Unless references are provided, we are unable to add you to our database.

Referee No. 1	
Name	
Email	
Telephone	

Referee No. 2	
Name	
Email	
Telephone	

When completed, please email a copy of this form along with your CV, certificates and any other supporting information to mtt@markettechgroup.com