

# Terms and Conditions for Bookings and Services

## 1. Applicable terms and conditions for bookings and services

1.1. The following terms and conditions (terms and conditions for bookings and services) apply where you make a booking for the use of Language Experts Pty Ltd trading as International Interpreting Agency systems.

1.2. By making a booking request using the online booking form provided on the website, or otherwise, you acknowledge you have read these Terms and Conditions for Bookings and Services and agree to be bound by them.

## 2. Bookings

2.1. All interpreter booking requests must be made in writing, and wherever possible, with at least one week's prior notice, using the designated online booking form provided on the website or via email.

2.2. Bookings may be made for appointments up to 2 months in advance from the date of request.

2.3. In the event of an emergency situation and you are not able to access our online bookings system, you may contact us via email and we will endeavour to provide you with an interpreter.

2.4. It is your responsibility to notify Language Experts if you have any specific requirements related to your booking request, such as:

- a. gender;
- b. Security clearances such as Baseline, Negative Vetting 1 or Negative Vetting 2 or any other government security clearances;
- c. Working with Children Check or its equivalent in different Australian jurisdictions;
- d. Tertiary, VET/TAFE qualified interpreter;
- e. National Accreditation Authority for Translators and Interpreters ("NAATI") credential level; and
- f. Continuity of the interpreter providing the service.

2.5. Minimum Booking periods for interpreter services will apply as follows:

- a. For all standard interpreter booking requests, a 90 minute (1.5hrs) minimum booking period applies
- b. For all law enforcement agency interpreter booking requests, a 2 hour minimum booking period applies
- c. For all court/tribunal interpreter booking requests, a half day (10:00am to 1:00pm or 2:00pm to 4:30pm) or full day (10:00am to 4:30pm) booking period applies
- d. For court/tribunal interpreter bookings, conference hours prior to 10:00 am are payable separately based on duration of booking with a minimum period of 1 hour.

2.6. For any changes you make to the original booking request wishing to reduce the hours booked prior to the service being provided, with less than two full business days' notice, full fees will apply.

2.7. For any requests for rescheduling of already confirmed interpreter bookings, the following applies:

- a. If the request for rescheduling is received within 24 hours of the originally scheduled date and time of service, full fees will apply;
- b. If the request for rescheduling is received within 48 hours of the originally scheduled date and time of service, 50% of the full fee will apply.

2.8. Urgency fees apply for all bookings requested and confirmed within two business days from date of appointment.

2.9. Intrastate travel fees may apply depending on the location of the interpreter booking request. Interstate or overseas travel and accommodation are to be arranged and paid for by the client

2.10. You acknowledge and agree that:

- a. the transmission of your booking request made via the website or via email may not be received by Language Experts for reasons beyond either party's reasonable control including but not limited to, electronic failure, software, mechanical, computer, or telecommunications failure, or the failure omission or omission of third party website providers or systems;
- b. Language Experts may act on and process all completed bookings received via the website or via email without further consent from or reference to you;
- c. Language Experts may consider a booking request as genuine and will be under no obligation to investigate the authenticity or authority of persons submitting such a request, or to verify the accuracy and completeness of such a request;
- d. all booking requests are subject to availability and confirmation by Language Experts. Language Experts does not give any guarantee that the interpreter requested will be available, or that a specific interpreter can be assigned to you in accordance with your request;
- e. Language Experts may, in our sole and absolute discretion, accept or reject any booking request made by you for any reason (or no reason), including an error in your booking; and
- f. Language Experts will assign work to our company interpreters in accordance with Language Experts interpreter allocation policy.

2.11. Any interpreter instructions entered into the Booking Request Form must not contain defamatory or offensive remarks relating to specific interpreters.

### 3. Cancellations

3.1. By making or cancelling a booking request for Language Experts Services, you agree to be bound by the cancellation procedure outlined below.

3.2. Cancellations for all confirmed interpreter bookings must be made in writing.

3.3. Cancellations for all confirmed interpreter bookings must be received at least three full business days prior to the scheduled appointment.

3.4. Full cancellation fees apply for cancellation of confirmed interpreter bookings received two full business days or less prior to the scheduled appointment.

3.5. Should the interpreter arrive on the confirmed scheduled appointment date and time which has not been cancelled by you, full fees apply.

3.6. Language Experts may cancel bookings that you have made for services by giving you reasonable advance notice. This may include reasons such as the relevant interpreter is no longer available or for other reasons, including those that are beyond Language Experts' reasonable control.

#### 4. Service Charges

4.1. You will be charged the fees for our Services, applicable at the time you book and Language Experts confirmation for the provision of such services.

4.2. Language Experts updates its service charges regularly. Where there has been an update of our service charges, those updated service charges will apply for any Services provided by Language Experts after the date of the update, regardless of when you made a booking for such Services. Such updated charges may differ from the service charges applied when you made the booking. If you do not agree with the new service charges, you may cancel your booking request in accordance with the Cancellation Policy. If you do not cancel your booking request, the updated service charges will apply.

4.3. Any updates to our service charges will be clearly stated in Language Experts website.

4.4. Service charges are shown in Australian dollars and include GST.

4.5. Language Experts reserves the right to correct any errors published on our website.

#### 5. Invoicing

5.1. You must pay Language Experts the relevant fees payable for the provision of interpreting services as follows:

a. terms of payment are strictly advance payment. A Tax Invoice will be issued at your request or;

b. where there is an existing agreement in place with Language Experts, Tax Invoices are payable within 14 calendar days from date of issue of a valid Tax Invoice;

c. all payments are to be made via electronic funds transfer into Language Experts bank account as specified in the Tax Invoice.

5.2. Invoices will be sent to your nominated email address.

You will not be able to access or pay an invoice on our company website.

5.3. A tax invoice is valid if it contains the details as required by the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.