

# TERMS & CONDITIONS for individuals providing FACE-to-FACE INTERPRETATION SERVICES

## Index

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*It should be noted that these Terms & Conditions apply to Tribunal Service Panel Interpreters and there is only specific information which is applicable to Interpreting Agencies. Further information can be obtained from the 'Specification for the Provision of Agency Interpreters for the Tribunals Service'. If you have any questions please telephone 01509 221485.*

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## 1 DEFINITIONS

In this document, the words and phrases listed in the first column of the table below have the meanings shown alongside them in the second column.

Table 1: Definitions

Word or phrase	Meaning
booking	An arrangement made either orally or in writing between <b>us</b> and <b>you</b> at <b>our</b> invitation to provide interpreting services – in relation to a specified language and/or dialect, corresponding country and/or area, purpose, location, date, start-time, and estimated (but not guaranteed) duration of such service provision – in accordance with the terms and conditions set out in this document.
cancellation fees	The fees <b>we</b> pay <b>you</b> in accordance with the provisions set out in paragraph 5.2, should <b>we</b> cancel the <b>booking</b> .
consecutive interpreting	The spoken transfer (by an interpreter on behalf of a <b>speaker</b> , for the comprehension of one or more listeners) of meaning from one language to another, either after the <b>speaker</b> has finished speaking, or during appropriate pauses in the <b>speaker's</b> speech.
National Agreement	The “ <b>National Agreement</b> on arrangements for the use of Interpreters, Translators and Language Service Professionals in investigations and proceedings within the Criminal Justice System, as revised 2007” as published on the internet at the following address – <a href="http://police.homeoffice.gov.uk/news-and-publications/publication/operational-policing/national-agreement-interpret.pdf">http://police.homeoffice.gov.uk/news-and-publications/publication/operational-policing/national-agreement-interpret.pdf</a> – or any successor to that document.
simultaneous interpreting	The spoken transfer (by an interpreter on behalf of a <b>speaker</b> , for the comprehension of one or more listeners, at normal voice levels) of meaning from one language to another, while the <b>speaker</b> is speaking.
speaker	The person (having insufficient command of the English language to represent himself or herself well) on whose behalf <b>you</b> are interpreting.
translation	The transfer of meaning from one language to another in written form.
our	As appropriate relative to “ <b>we</b> ”.
us	As appropriate relative to “ <b>we</b> ”.
we	The organisation which makes any <b>booking</b> with <b>you</b> .
whispered interpreting	The spoken transfer (by an interpreter, on behalf of a <b>speaker</b> ; at lowered but audible voice level; and usually for the comprehension, and directly into the ear, of a single listener) of meaning from one language to another, while the <b>speaker</b> is speaking.
you	The individual who acts as the interpreter for a <b>booking</b> .
your	As appropriate relative to “ <b>you</b> ”.

## 2 GENERAL PROVISIONS

### 2.1 Binding effect

2.1.1 By accepting a **booking**, **you** agree to be bound by these terms and conditions.

## **2.2 terms and conditions**

2.2.1 We reserve the right to supplement, change, amend or vary these terms and conditions at any time. We will make the prevailing version available at the following internet site address (URL), unless technical or other reasons prevent us from doing so: <http://commercial.homeoffice.gov.uk/doing-business/terms-and-conditions/>

## **2.3 Breach**

2.3.1 Any breach by you of these terms or conditions may result in the immediate cancellation of the booking and/or our barring you from working for us in future. Such barring shall be at our sole discretion without any right of appeal, and may lead to our notifying any appropriate organisation accordingly.

## **2.4 No guarantee**

2.4.1 We do not guarantee that any, or any minimum number or duration of, bookings will be allocated to you. Any bookings offered and/or allocated to you will be on an occasional and fee-paid basis and shall not be construed by you or us as, or as forming any basis of, employment by us or an over-arching contract of employment by us.

## **2.5 Notification**

2.5.1 You must notify us in writing:

- (i) immediately, of any change of your fundamental details such as name and address; and/or
- (ii) as soon as is practicable, of any reasonably foreseeable period of your unavailability for future bookings.

## **2.6 Freedom of Information Act**

2.6.1 You acknowledge that we are subject to the Freedom of Information Act 2000 and agree to assist and co-operate with us, to enable us to comply with our obligations under that Act which arise in relation to this document and/or any booking we make with you.

## **2.7 Entire Agreement**

2.7.1 The terms and conditions set out in this document shall contain the entire agreement between you and us with regard to the booking. These replace all previous negotiations, agreements, understandings and representations between you and us, whether oral or in writing, and shall take precedence over any standard terms submitted by you.

## **2.8 Contracts (Rights of Third Parties) Act 1999**

2.8.1 Nothing in this document shall confer any legal benefit on anyone other than you and us.

## **2.9 Law and Jurisdiction**

2.9.1 This document shall be construed and interpreted in accordance with English law and we and you both submit to the exclusive jurisdiction of the English courts.

## **3 ALLOCATION OF BOOKINGS**

3.1 We allocate bookings taking account of your skills, qualifications, suitability, cost, past and present availability, and other relevant factors.

## **4 SUBMISSION AND PAYMENT OF CLAIMS**

4.1 We will make payment to you in respect of a completed booking in accordance with this paragraph 4, on submission by you of a valid claim for payments in accordance with the

tables set out under paragraph 4.2. A separate claim must be submitted for each and every booking.

- 4.2 You may claim any of the following types of payments that are properly due to you in association with the booking. The rates shown are those applicable to bookings arranged on or after 1<sup>st</sup> May 2007 and shall prevail unless otherwise agreed in writing by us. These rates shall be subject to review on 1<sup>st</sup> February (or the nearest working day thereto) every year, and any adjustment that may be made as a result of such review shall take account of the rise or fall – over the most recent 12-month period for which corresponding figures are available as at that date – in the Consumer Prices Index (CPI) as published by the Office for National Statistics on its website at <http://www.statistics.gov.uk/statbase/tsdataset.asp?vlnk=7174&More=N&All=Y>, or any appropriate successor to such index and/or website.

**Table 2: Payment Types**

Payment type	Description	Rate
Minimum booking payment	The payment due to you for your attendance time at a booking, where such time is less than or equal to 3 hours	The relevant minimum booking payment, as shown in Table 4
Attendance time payment	Payment for that part of your attendance time at a booking (including any breaks taken in accordance with paragraph 6.6) which exceeds the aforementioned minimum booking payment period	The relevant attendance time rate – as shown in Table 3 – per quarter-hour or part thereof
Travel time payment	Payment for time in excess of 3 hours that you reasonably spend on an individual round trip when travelling to and from a booking location	The relevant travel time rate – as shown in Table 3 – per quarter-hour or part thereof
Mileage costs payment	Payment for your mileage when using your own transport for travelling between your home (or other reasonable base location) and the booking location	<b>By car or motorcycle:</b> 25p per mile <b>By pedal cycle:</b> 20p per mile
Expenses reimbursement	Reimbursement of your reasonable and evidenced expenses in connection with a booking, in relation to: travel-ticket costs; and/or taxi fares; and/or parking fees; and/or overnight accommodation and other associated costs (including meals) where the booking requires you to stay for one or more nights at or near the working location	Your reasonable corresponding expenses as evidenced by original and dated receipts accompanying your claim. In respect of overnight accommodation costs, the maximum amount you may claim is £65.

**Table 3: Payment rates**

	Per quarter-hour Or part thereof	
	Attendance Time Rate	Travel Time Rate
<b>Monday – Friday 08:00 – 18:00</b>	£6.50	£4.00
<b>Monday – Friday 18:00 – 08:00</b>	n/a	n/a
<b>Saturday (all day)</b>	n/a	n/a
<b>Sunday &amp; Public Holiday (all day)</b>	n/a	n/a

**Table 4: Minimum Booking Payments**

These are calculated as 3 hours at the travel time rate, as shown in Table 3 under paragraph 4.2, on the basis of the **booking's** appointed start-time, as listed below.

Appointed <b>booking</b> start time	Minimum <b>Booking</b> Payment
Mon – Fri 08:00 – 18:00	For the avoidance of doubt: where – for example – a <b>booking</b> is due to start at 10:00 a.m. on any day from Monday to Friday, the minimum <b>booking</b> payment shall be (12 x £4) = £48.

- 4.3 **We** will issue payment in full of the sums claimed (without interest), once approved by **us**, within 60 days of receipt of a valid claim, provided that the **booking** is satisfactorily and fully completed.
- 4.4 The rates shown under paragraph 4.2 are exclusive of value added tax (VAT). VAT may be chargeable and/or payable by **you**, as applicable to **your** situation. It is **your** responsibility to ensure that **you** charge and/or pay the correct amount of VAT as appropriate and in accordance with prevailing regulations. If **you** are VAT registered **you** should inform **us** prior to accepting any **booking** and **you** should keep **us** informed of any subsequent change to **your** status in this respect.

## 5 CANCELLATION OF BOOKINGS

- 5.1 **We** can cancel a **booking** at any time. Where **we** do so at any time up to and including 24 hours before it is due, **we** shall not incur any liability to pay **you** any sum, including, without limitation, any expenses **you** may have incurred in preparing for the **booking** except in relation to non-refundable flights booked, of necessity, in advance.
- 5.2 Where **we**:
- cancel a **booking** before it is due to begin, with less than 24 hours' notice of such cancellation, and
  - do not offer **you** another **booking** for the same starting date and of equal or greater estimated duration,
- you** may claim a sum, construed as **cancellation fees**, equal to the Minimum **Booking** Payment (as shown in Table 4 under paragraph 4.2) that would have applied to the originally planned start-time for the **booking**. **You** should submit a separate claim in respect of each **booking** so cancelled, quoting in each case the reference number or other details identifying the cancelled **booking**.
- 5.3 Where **we** cancel a **booking** (i) at or after its appointed start-time and (ii) before its originally

originally estimated duration has elapsed, no **cancellation fees** will be payable but **you** will be paid for **your** attendance time and reimbursed in respect of any associated expenses incurred up to that point, all in accordance with paragraph 4.2.

- 5.4 **You** can cancel a **booking** at any time before it is due but **you** should note that time is of the essence and use reasonable endeavours, subject to force majeure, to give **us** as much notice as possible. **We** may monitor the number and frequency of short notice cancellations **you** make and may use this information to inform **our** assessment of **your** suitability for **bookings**.

## **6 SERVICE REQUIREMENTS**

### **6.1 Accuracy**

- 6.1.1 **Your** interpretation must be faithful and accurate throughout the **booking**. This means that **you** are required to convey the exact meaning of what is said without adding, omitting or changing anything; and to make explanation – always in accordance with paragraph 6.3.1.8 – only where a cultural misunderstanding may be occurring, or where there is no direct equivalent for a particular term. In exceptional circumstances a summary may be given instead, if requested by any party and consented to by all parties.
- 6.1.2 **We** fully understand and accept that **you** will often need to take notes while **you** are interpreting, for the purposes of ensuring accuracy, and **we** will fully accommodate such needs. Unless otherwise agreed with **us**, any such notes must be verifiably destroyed prior to leaving **our** premises at the end of the **booking**.
- 6.1.3 **You** should declare any difficulties **you** have with interpreting dialects or technical terms, or with the environment in which **you** are required to work, that might affect **your** accuracy; and if these difficulties cannot be satisfactorily remedied, **you** should withdraw from the **booking**. **We** may cancel the **booking** in these circumstances, at **our** discretion.

### **6.2 Contextual awareness**

- 6.2.1 **You** are required to be familiar with the general social culture and political background affecting people from, or having relevant connections with, the countries where the languages **you** interpret at **bookings** are used.

### **6.3 Ethical and Professional Conduct**

- 6.3.1 **You** should act ethically and professionally during **bookings** and inform the official presiding over any **booking** of any relevant ethical and/or professional issues in connection with **your** providing interpreter services for that **booking**. In this regard, and without limitation, **you** should:
- 6.3.1.1 dress in an appropriately professional manner while in attendance at a **booking**; male interpreters are asked to wear sober coloured suits, shirts and tailored jackets. Female interpreters are asked to wear a dress, skirt or tailored trousers with a smart top. All interpreters should wear their ID badge, which must show your photograph and signature, this must be worn at all times whilst working in any Tribunal Service venue for security purposes. In addition you are required to carry a certified copy of your passport details.
  - 6.3.1.2 behave in a professional manner while in attendance at a **booking**;
  - 6.3.1.3 say so immediately at the start of a **booking** if **you** feel there is a conflict of interests or any prejudicial effect arising from **your** involvement in it, such as (but not limited to) any business, financial, family, personal, or other interest which **you** might have in the matter being interpreted, or in any parties to the **booking**;

- 6.3.1.4 declare the fact immediately at the start of a **booking** if the person for whom **you** are interpreting, or any member of that person's immediate family, is known or related to **you**, and if so in what capacity;
- 6.3.1.5 disclose any information, including (but not limited to) any previous or pending:
  - 6.3.1.5.1 charge, conviction, or caution for any criminal offence; and/or
  - 6.3.1.5.2 professional or other disciplinary proceedings; and/or
  - 6.3.1.5.3 removal (otherwise than by normal consent) of **your** name by any public body from its list of public service interpreters, which may make **you** unsuitable for any **booking**;
- 6.3.1.6 respect confidentiality at all times;
- 6.3.1.7 not give advice, legal or otherwise, to any person taking part in the **booking**;
- 6.3.1.8 not enter into discussion or other communication with any person taking part in the **booking**, whether before it, during it, or after it, otherwise than (i) for the purposes of properly carrying out **your** role as an interpreter, and (ii) – during the **booking** – to confirm points of understanding of language and/or dialect. In all cases, **you** should conduct each corresponding discussion or communication in a transparent manner, so that those present clearly understand the nature and relevance of that discussion or communication;
- 6.3.1.9 not seek to take advantage of any information disclosed to **you** during, or at any time in association with, the **booking**;
- 6.3.1.10 not accept any form of reward (whether in cash or otherwise) for **your** interpreting work at the **booking**, other than correspondingly due payments from **us**;
- 6.3.1.11 not act in any manner likely to bring **us** into disrepute; and
- 6.3.1.12 not be under the influence of any intoxicating substance at any time during a **booking**.

## **6.4 Impartiality**

- 6.4.1 **You** are required to be impartial at all times.

## **6.5 Intervention**

- 6.5.1 **You** should intervene only:
  - 6.5.1.1 to ask for clarification;
  - 6.5.1.2 to point out that a party may not have understood something;
  - 6.5.1.3 to alert the parties to a missed cultural reference; or
  - 6.5.1.4 to ask for due accommodation for the interpreting process, such as (but not limited to) a necessary pause for note-taking or other purposes.

## **6.6 Meal and other breaks**

- 6.6.1 If at any time **you** feel the need for any type of break, whether through fatigue; or the need for refreshment; or for any other reason that might affect **your** ability to act as an interpreter, **you** should ask for a break and **we** will not unreasonably decline any such request.

## **6.7 Mobile phones, pagers, and similar devices**

- 6.7.1 **You** are required to switch off **your** mobile phone(s), pager(s), and similar devices (including but not limited to communications and/or entertainment systems of all kinds) while **you** are in the **booking** location, except in any areas where the use of such devices is

is expressly permitted.

## **6.8 Period of availability for a booking**

6.8.1 When **you** accept a **booking** **you** agree to keep the whole of its estimated duration (as specified by **us** when the **booking** is made) free from any other work or other commitments.

## **6.9 Qualification criteria**

In order to be booked by **us** as an interpreter, **you** must at all times meet the qualification criteria for interpreters as set out in the **National Agreement**, unless **we** specify any alternative qualification criteria.

## **6.10 Quality Assurance**

6.10.1 **We** may observe **your** provision of interpretation services to **us**, to assure the requisite quality and standards of service, in the following circumstances:

- (i) at each of the first few **bookings** **you** undertake for **us**, and at intervals or on occasions chosen by **us** thereafter; and/or
- (ii) where a complaint has been received with regard to **your** performance.

6.10.2 Where such observations are carried out, **we** will on written request provide **you** with details of the outcome.

## **6.11 Security clearance**

6.11.1 **You** may at any time be subjected to security-clearance procedures carried out by **us** or an agent acting on **our** behalf. Such procedures may be carried out with or without **your** knowledge. In the event that such procedures fail to establish satisfactory security clearance for **you**, **we** may bar **you** from working for **us**. Such barring shall be at **our** sole discretion without any right of appeal or explanation of the reasons for it.

## **6.12 Translation**

6.12.1 **You** should refuse any request made during the **booking** for **you** to carry out **translation** of documents if **you** consider that **you** are unable to perform the **translation** adequately, either at all, or in the time allotted.

## **6.13 Audio Recordings**

6.13.1 At the booking **you** may be required to translate audio recordings from a tape as part of your interpreting services.

6.13.2 **You** should be aware that **you** may be recorded as part of proceedings and that the tape(s) will be retained for future use when **you** are not present.

## **6.14 Types of Interpreting**

6.12.2 At the **booking**, **you** may be required to provide any or all of the following types of interpreting: **simultaneous interpreting**, or **whispered interpreting**, or **consecutive interpreting**.

# **7 ATTENDANCE and PUNCTUALITY**

7.1 **You** must recognise that time is of the essence, and arrive for the **booking** by the start-time set for the **booking**, and remain present throughout its specified duration, subject to force majeure.

7.2 On arrival at and departure from the **booking**, **you** must sign a register (or use such other systems as **we** may use from time to time) to identify yourself and record **your** times of arrival and departure.

- 7.3 When the interpreting services required by the **booking** appear to **you** to have been completed, or if **you** withdraw from the **booking** for any reason (whether in accordance with paragraph 6.1.3 or otherwise), **you** must advise the official presiding over the **booking** accordingly, who will inform **you** as to whether **you** (i) are required to remain at the location for a further period, or (ii) can be released for the remainder of that day and should consequently depart.
- 7.4 Provided that **you** fulfil the condition at paragraph 7.1, **your** attendance time at the **booking** (for the purposes of payment as specified under paragraph 4.2) shall be construed as the period:
- (a) from the start-time set for the **booking**,
  - (b) until the time of **your** departure from the **booking**, as recorded in accordance with paragraph 7.2.
- Otherwise, **your** attendance time at the **booking** (for the purposes of payment as specified under paragraph 4.2) shall be construed as the period from the time of **your** arrival, as recorded on the register (or such other system as **we** may use from time to time), until the time of **your** departure, as similarly recorded.
- 7.5 If **you** are going to be late for or have to leave early from a **booking**, **you** must – as soon as is reasonably practicable, and in any event before **your** due time of arrival – telephone or otherwise notify the centre that arranged the **booking** with **you**, to advise them of **your** estimated time of arrival and/or departure and the reason for **your** lateness and/or early departure.
- 7.6 In the event that **you** arrive late for, or depart early from, a **booking**, **we** may at **our** sole discretion accordingly adjust or withhold the associated payments that would otherwise have been due to **you**. **We** shall not act unreasonably in this respect.

## 8 YOUR LIABILITY

### 8.1 Confidentiality

- 8.1.1 **You** must not disclose to any other organisation, public body or individual, nor use in contravention of the Data Protection Act 1998; Official Secrets Act 1989; or any other applicable legislation, any information that **you** acquire through **your** provision of interpretation services to **us**, including without limitation any names, addresses, personal details, or other information about proceedings, documents, staff, appellants, judiciary, interpreters, or any other individuals.
- 8.1.2 Paragraph 8.1.1 shall not apply to information which:
- 8.1.2.1 is, or becomes, public knowledge, other than through breach by **you** of these terms and conditions; and/or
  - 8.1.2.2 **you** possess or acquire legitimately (without any disclosure restrictions), for a reason unconnected with the **booking**; and/or
  - 8.1.2.3 **you** are under a legal obligation to disclose.
- 8.1.3 **You** will indemnify **us** against any costs, claims, losses, or expenses which **we** incur as a result of a breach by **you** of paragraph 8.1.

### 8.2 Equal Opportunities

- 8.2.1 **You** agree to behave during **bookings** in a manner that treats everyone equally regardless of colour, race, age, nationality, ethnic origin, religion, sex, marital status, disability, sexual orientation, or other irrelevant characteristic and **you** shall not unlawfully discriminate against or harass anyone with whom **you** come into contact during a **booking** and/or at any time whilst **you** are on **our** premises.

**8.3 Fraud, corruption, or misuse**

8.3.1 If during **your** work for **us** **you** become aware of anything that **you** genuinely suspect indicates fraud, corruption or misuse on the part of any person directly or indirectly involved in any aspect of **our** work, including without limitation anything connected with the **booking**, **you** should notify **us** in writing accordingly. **Your** notification should be addressed and given or sent to an appropriate, named individual who permanently works for **us** and should set out the details of the circumstances that gave rise to **your** suspicions. **You** should keep a copy of **your** notification, together with a note of (i) the date on which **you** provided it to **us**, (ii) the method by which it was so provided, and (iii) the name of the individual to whom it was addressed.

**8.4 Human Rights Act 1998**

8.4.1 **You** must ensure that **you** are aware of and adhere to any applicable requirements of this Act during a **booking** and/or at any time whilst **you** are on **our** premises.

**8.5 Income Tax and National Insurance**

8.5.1 For the avoidance of doubt, nothing in this document shall act to create an employer/employee relationship between **you** and **us** and **you** agree that **you** are self-employed and shall be fully responsible for and shall keep **us** indemnified in respect of any assessment or claim by HM Revenue & Customs or any other authority in respect of income tax and National Insurance Contributions arising from or payable in connection with **bookings** under these terms and conditions. **You** shall further indemnify **us** against all reasonable costs and expenses and any penalties or interest incurred or paid by **us** in connection with or as a consequence of any liability arising out of any related assessment or claim other than where such liability arises out of **our** negligence or wilful default.

**8.6 Insurance and Legal Protection**

8.6.1 **You** shall obtain and maintain adequate insurance and/or legal protection cover for risks that **you** may incur in the course of **your** work including without limitation accident, injury, liability, loss, and damage. If **we** request them, **you** shall provide **us** with details of such cover.

**8.7 Official Secrets Act**

8.7.1 **You** agree to abide by the Official Secrets Acts 1911 to 1989 and to exercise corresponding care in the **use** of information **you** acquire during the course of **your** duties.

**8.8 Other Government Departments and Agencies**

8.8.1 From time to time **we** may provide details of the interpreters **we** use to other government departments and/or agencies and/or public sector bodies requiring interpreter services. If **you** do not want **us** to pass on **your** details to such entities **you** must notify **us** accordingly in writing.

**8.9 Professional Indemnity Insurance, Legal Action, and Costs**

8.9.1 **You** may be held personally liable where **you** make a mistake during the course of **your** interpreting or where **you** in any other manner cause an adjournment, curtailment, abandonment, or defective determination of any legal proceedings, or any other delay to or error in administration. **You** must ensure that **you** have adequate professional indemnity insurance cover and that **you** are properly certified as self-employed by HM Revenue and Customs.

**8.10 No partnership**

8.10.1 Nothing in this document shall act to create a legal partnership between **you** and **us**.