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Founder & Director: Mr. Wagner Victor dos Santos Penteadó, trading as Surivon UK

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Updated version: legally aligned with the UK (England & Wales)

Remote Services Worldwide

INTERPRETER SERVICE AGREEMENT

This document is a sample version for website display. A personalised Agreement containing exact dates, hours, fees, and package details will be emailed to the client at the time of booking and must be signed before any service begins.



This Interpreter Service Agreement (“Agreement”) outlines the terms, conditions, responsibilities, and service rules between the Client (“Client”) and the Interpreter (“Interpreter: Mr. Wagner Victor dos Santos Penteadó”). By booking any interpreting service, the Client acknowledges and accepts the terms below.

1. Parties

This Agreement is made between:

Service Provider: Mr. Wagner Victor dos Santos Penteadó: Interpreting Services (Surivon UK)

Client(s): _____

Date: _____

Hereinafter referred to as “the Interpreter”.

And

Client(s):

Name(s): As identified in the signature section of this Agreement.

Hereinafter referred to as “the Client”.

Both collectively referred to as “the Parties”.

2. Scope of Services

2.1 The Interpreter provides professional spoken language interpretation between English and Portuguese only.

2.2 Services may be delivered:

- Face-to-face (within the United Kingdom only)
- By telephone (WhatsApp)
- By video conference (Zoom or Microsoft Teams)

2.3 The Interpreter provides verbal interpretation only and does not:

- Provide written translation and sign language translation
- Provide legal, medical, financial, immigration, or regulatory advice
- Guarantee outcomes, approvals, decisions, or results arising from interpreted discussions

2.4 Interpretation is delivered faithfully and impartially to the best of professional ability. The Interpreter is not responsible for:

- Decisions taken by the Client
 - Third-party decisions
 - Consequences arising from interpreted content
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3. Interpreting Services, Services Rates & Delivery Structure

3.1 Face-to-Face Interpreting

Rate: £40.00 per hour

Scope of Service

Face-to-face interpreting services are provided primarily within the United Kingdom, including but not limited to London and surrounding areas.

This service is typically suitable for:

- Business meetings
- Courts
- Medical appointments
- Legal consultations (non-advisory)
- Corporate discussions
- Institutional meetings
- Conferences and formal events
- UK departments
- Public & Private sector appointments
- Special ceremonies or official engagements
- Immigration consultations
- Police investigations and statements
- Consular Services (Brazil, Portugal, Angola, Mozambique, Cape Verde, Guinea-Bissau, São Tomé e Príncipe, Equatorial Guinea, East Timor, and Macau).

The Interpreter attends the agreed physical location and provides real-time spoken interpretation between English and Portuguese. The service includes:

- Professional linguistic facilitation
- Strict neutrality and confidentiality
- Preparation time based on information provided in advance
- On-site presence for the duration agreed

Billing commences from the scheduled start time and includes any client delay.

Geographic Limitation & International Requests

Standard face-to-face interpreting is provided within the United Kingdom only.

The Interpreter does not routinely travel internationally for standard appointments.

However, international assignments may be considered exclusively for:

- Conferences
- Corporate delegations
- Official events
- Special high-level engagements
- Consular Services

Such assignments are subject to separate negotiation and must be agreed in writing.

Where international travel is approved:

- The Client shall bear all travel expenses, including flights, accommodation, insurance, transfers, subsistence, and any visa requirements.
- Travel time may be billable.
- A separate written quotation will be issued.

Clients requesting international services must contact Surivon UK by email at: contact@surivonuk.co.uk to arrange a preliminary consultation.

Free Preliminary Consultation (Special Assignments)

For conferences, international events, or complex matters, the Interpreter may offer a complimentary 30-minute consultation (online) to:

- Understand the nature of the request
- Assess feasibility
- Clarify expectations
- Determine preparation requirements
- Identify any safeguarding or legal considerations

Following this consultation, Surivon UK will issue a written email detailing:

- Proposed service structure
- Total costs and fees
- Travel and expense breakdown (if applicable)
- Payment terms

The Client may then decide whether to proceed. No obligation arises until written acceptance and payment confirmation.

4. Video Interpreting

Rate: £30.00 per hour

Scope of Service

Video interpreting services are available worldwide and are conducted exclusively through:

- Zoom
- Microsoft Teams

This service is appropriate for:

- Business meetings
- Immigration consultations
- Corporate calls
- International negotiations
- Remote appointments (police, UK departments, medical, etc)
- Virtual conferences

The Interpreter provides real-time spoken interpretation between English and Portuguese in a structured online environment.

The Client is responsible for:

- Ensuring a stable internet connection
- Providing secure meeting access links
- Ensuring appropriate technical setup

Billing begins at the scheduled time, regardless of late attendance.

Global Availability

Video interpreting is offered to clients located anywhere in the world.

Time zone differences must be considered at the time of booking.

The Interpreter is not responsible for technical failures caused by third-party platforms or client-side connectivity issues.

5. Telephone Interpreting

Rate: £20.40 per hour (approximately £0.34 per minute)

(Billed hourly unless otherwise agreed in writing)

Scope of Service

Telephone interpreting services are available worldwide and are conducted exclusively via:

- WhatsApp Voice Calls

This service is particularly suitable for:

- Short consultations
- Urgent matters
- Follow-up discussions
- Administrative conversations

- Quick professional interactions

The service includes:

- Real-time spoken interpretation
- Confidential communication
- Professional neutrality

The Interpreter does not provide interpretation through standard mobile carrier calls or other messaging platforms unless separately agreed.

Global Coverage

Telephone interpreting is available internationally.

Clients are responsible for:

- Ensuring access to WhatsApp
- Stable call quality
- Correct contact details

Billing begins at the agreed scheduled time. If the session ends early, the full booked time remains payable.

Service Confirmation Process

All interpreting services follow the structured booking procedure below:

1. Client contacts Surivon UK via email (contact@surivonuk.co.uk)
2. For standard services: a quotation is issued.
3. For complex or international assignments: a complimentary 30-minute consultation may be offered.
4. Surivon UK sends written confirmation detailing:
 - Agreed service type
 - Date and time
 - Duration
 - Total fees
 - Payment instructions
5. The Client confirms acceptance.
6. Payment is made in full.

7. Service is formally confirmed.

No service shall commence without signed agreement and cleared payment.

6. Professional Standards & Neutrality

6.1 Duty of Impartiality and Independence

The Interpreter shall perform all services with strict professional neutrality, independence, and impartiality always.

The Interpreter shall not favour any party, shall not demonstrate bias (whether actual or perceived), and shall not allow personal beliefs, cultural background, moral viewpoints, or external influences to affect the accuracy or delivery of interpretation.

The Interpreter's sole function is to faithfully and accurately convey spoken communication between the parties without alteration, omission, embellishment, or distortion. The Interpreter shall not assume any advisory, representative, or decision-making role within the interaction.

This duty of neutrality is fundamental to the integrity of the interpreting profession and applies equally in face-to-face, telephone, and video settings.

6.2 Prohibited Conduct

To preserve professional boundaries and avoid conflicts of interest, the Interpreter shall not:

(a) Offer Personal Opinions or Views

The Interpreter shall not express personal beliefs, commentary, evaluations, suggestions, or subjective interpretations regarding the content discussed, the conduct of any party, or the outcome of the meeting.

The Interpreter's role is strictly limited to the transmission of language, and under no circumstances shall personal commentary be introduced into interpreted communication.

(b) Influence Decisions

The Interpreter shall not attempt to influence, guide, persuade, pressure, or otherwise affect the decisions, negotiations, or conclusions of any party.

All decisions made during or following an interpreted interaction remain exclusively the responsibility of the parties involved. The Interpreter bears no responsibility for strategic, legal, medical, financial, administrative, or personal decisions taken by the Client or any third party.

Interpreter is not allowed to accept gifts, gratuities, tips, or any form of additional payment, whether monetary or non-monetary, during or after consultations. All fees for services provided must be settled exclusively in full prior to the consultation taking place. This policy ensures professional integrity, transparency, and compliance with ethical standards.

(c) Provide Counselling or Advisory Services

The Interpreter does not provide counselling, emotional support, therapy, legal advice, immigration advice, medical advice, financial advice, or any regulated professional guidance.

Where specialist advice is required, the Client remains solely responsible for seeking qualified professionals duly authorised and regulated under applicable UK law.

(d) Act as an Advocate or Representative

The Interpreter shall not act as an advocate, intermediary negotiator, legal representative, or spokesperson for any party.

The Interpreter does not assume responsibility for clarifying legal rights, drafting statements, completing official forms, negotiating terms, or representing the Client before any authority, institution, or third party.

All payments must be made in GBP (£) unless agreed otherwise in writing. and shall be made via bank transfer or other approved method specified by the Service Provider (Visa, Mastercard, American Express, Discover, JCB, Union Pay, PayPal, Google Pay, and Apple Pay). The Client is responsible for any transaction or currency conversion fees.

For international payments involving currency conversion, exchange rates and fees may be applied by the payment provider of the client's bank.

6.3 Nature and Limitations of Interpretation Services

The Client expressly acknowledges and agrees that interpretation is a linguistic facilitation service only.

Interpretation involves the real-time conversion of spoken language from one language into another to the best of the Interpreter's professional ability. While the Interpreter undertakes to provide accurate and faithful interpretation, the Client recognises that:

- Interpretation occurs in real time and may involve natural linguistic limitations;
- The Interpreter is not responsible for misunderstandings arising from unclear speech, overlapping dialogue, technical interruptions, or incomplete information provided by the parties;
- The Interpreter does not verify the truthfulness, legality, or accuracy of statements made by any party;
- The Interpreter is not liable for outcomes resulting from interpreted communication, including decisions made by courts, authorities, institutions, employers, healthcare providers, or private individuals.

The Client further acknowledges that interpretation does not constitute legal representation, expert testimony, consultancy, mediation, or regulated advisory services under UK law.

7. Bookings & Confirmation

7.1 Written Confirmation Requirement

All interpreting services must be formally requested and confirmed in writing.

Bookings shall only be deemed valid where confirmation has been received through one of the following authorised channels:

- Official Surivon UK email correspondence (contact@surivonuk.co.uk);
- The official Surivon UK website booking system; or
- An approved third-party booking platform used by Surivon UK.

Verbal discussions, informal messages, or preliminary enquiries shall not constitute a confirmed booking unless subsequently confirmed in writing by Surivon UK.

Surivon UK reserves the right to decline any booking request at its professional discretion.

7.2 Conditions Precedent to Service Commencement

No interpreting service shall commence unless and until:

1. This Interpreter Service Agreement has been signed (electronically or physically) by the Client; and
2. Full payment of all agreed fees has been received in cleared funds.

For the avoidance of doubt:

- A booking is not secured until payment is received.
- The Interpreter is under no obligation to attend, reserve time, or prepare for a session without confirmed payment.
- Failure to complete payment within the agreed timeframe may result in cancellation of the booking without liability to Surivon UK.

Where payment is not received by the agreed deadline, Surivon UK reserves the right to release the reserved time slot to other clients.

7.3 Commencement of Services Within the Statutory Cancellation Period

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, eligible clients may have a statutory 14-day cancellation period beginning on the date the contract is concluded.

However, where the Client expressly requests that the interpreting service begin within this 14-day cancellation period, the Client acknowledges and agrees that:

- Surivon UK may commence performance immediately upon confirmation;
- Any services delivered prior to cancellation shall be considered lawfully performed;
- The Client shall be liable to pay for all work completed up to the date of cancellation;

- Any refund, where applicable, shall be calculated on a pro-rata basis reflecting the proportion of services already delivered.

Where the interpreting session has been fully performed within the 14-day period, the Client acknowledges that the statutory right to cancel may be extinguished in accordance with Regulation 36 of the Consumer Contracts Regulations 2013.

By signing this Agreement and/or requesting early commencement of services, the Client provides explicit consent to begin performance during the statutory cancellation period and confirms understanding of the associated financial obligations.

7.4 Participant Limits, Technical Conditions & Confidentiality Safeguards

To ensure technical stability, professional standards, and confidentiality compliance, the following participant limits shall apply unless otherwise agreed in writing:

(a) Telephone Interpreting

Telephone sessions conducted via WhatsApp shall be limited to a maximum of three (3) participants, including the Interpreter.

(b) Video Interpreting

Video sessions conducted via Zoom or Microsoft Teams should not exceed a reasonable number of participants appropriate for effective interpretation. As a general guideline, sessions are structured for small meetings. Larger meetings, group conferences, or formal panels must be declared in advance and may require separate agreement and adjusted fees.

(c) Face-to-Face Interpreting

In-person sessions must accurately reflect the number of attendees disclosed at the time of booking. The Client is responsible for informing Surivon UK in advance if additional participants are expected.

Failure to disclose the accurate number of participants may result in:

- Service refusal,
- Session suspension, or
- Additional fees.

These limitations are necessary to:

- Maintain linguistic accuracy,
- Preserve confidentiality under UK GDPR and the Data Protection Act 2018,
- Ensure technical clarity and effective communication,
- Protect the integrity and professional delivery of the interpreting service.

The Interpreter reserves the right to terminate or refuse service where participant numbers compromise professional standards, technical performance, or confidentiality obligations.

7.5 Client Delay, Non-Attendance & Professional Conduct

The Interpreter allows a maximum waiting period of fifteen (15) minutes from the scheduled start time if:

- The Client is late;
- Participants fail to join the session;
- No prior notice of delay has been provided.

If the Client fails to attend within this 15-minute grace period, the Interpreter reserves the right to:

- Cancel the session immediately;
- Clients cannot reschedule the appointment;
- Consider the service fully chargeable;
- Retain the full session fee without refund.

Time reserved for the Client constitutes professional time allocated exclusively to that booking. Last-minute absence or unexplained delay results in loss of alternative booking opportunities and operational disruption.

Furthermore, repeated failure to attend sessions, lack of communication, or demonstrable absence of transparency or professional responsibility may result in:

- Refusal of future bookings;
- Restriction from contracting further services with Surivon UK;
- Permanent discontinuation of the professional relationship at the discretion of Surivon UK.

7.6 Late or failed payments for additional requests may result in:

- Immediate cancellation
- Legal recovery action
- Statutory interest pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 (where applicable)

This measure is necessary to maintain fairness, operational integrity, and professional standards across all clients.

8. Cancellation, Rescheduling & Refunds

8.1 Statutory 14-Day Cancellation Right

Where the Client qualifies as a consumer under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the Client has a statutory right to

cancel this Agreement within fourteen (14) calendar days from the date the contract is concluded.

This right applies unless:

- The Client has expressly requested that the service begin within the 14-day cancellation period; and
- The Client has acknowledged that they may lose the right to cancel once the service has been fully performed.

Early Commencement Within the Cancellation Period

If the Client requests that interpreting services commence during the 14-day statutory period:

- Surivon UK may begin performance immediately;
- The Client shall remain liable for payment of services delivered up to the date of cancellation;
- Any refund shall be calculated strictly on a pro-rata basis, reflecting the portion of services not yet provided.

In accordance with Regulation 36 of the Consumer Contracts Regulations 2013, if the service has been fully performed within the 14-day period, and the Client provided express consent for early commencement, the right to cancel shall be extinguished.

Partial Refunds

A partial refund may apply only where:

- The Client cancels within the 14-day statutory period; and
- Part of the service has already been delivered.

The refund amount shall be proportionate to the unused portion of the service.

No partial refund shall apply outside the statutory cancellation framework unless expressly agreed in writing.

Extension of Sessions

Sessions may be extended only if the Interpreter is available.

- Additional time must be paid for:
 - If extension is 15 minutes, the Client pays +15 minutes.
 - If extension is 1 hour, the Client pays the full hourly rate.

This applies to phone, video, and face-to-face interpreting.

8.2 Interpretation Services: 48-Hour Cancellation Rule

Notwithstanding statutory rights, the following commercial cancellation rules apply to all interpreting bookings:

- A minimum of 48 hours' written notice is required for cancellation or rescheduling.
- Cancellations made within 48 hours of the scheduled start time are chargeable in full.
- Failure to attend ("no-show") constitutes full performance for billing purposes.
- Late arrival does not extend the session duration.

These terms reflect time allocation, preparation, and loss of alternative bookings.

8.3 Rescheduling Policy

Rescheduling is permitted under the following conditions:

- The request must be made at least five (5) working days before the scheduled session;
- Rescheduling is permitted once only per booking;
- Any subsequent cancellation after rescheduling shall result in no refund.

Surivon UK reserves the right to refuse rescheduling where availability does not permit.

8.4 Force Majeure

Neither Party shall be held liable for failure or delay in performance resulting from events beyond reasonable control ("Force Majeure Events"), including but not limited to:

- Natural disasters
- Severe weather conditions
- Strikes or industrial action
- Government restrictions or regulatory changes
- Public health emergencies
- Civil unrest
- Internet outages or technical failures beyond reasonable control

This clause is interpreted in accordance with established principles under English contract law.

Where a Force Majeure Event occurs:

- The affected session may be rescheduled to a mutually agreed date;
 - Refunds are not automatically guaranteed;
 - Surivon UK shall not be liable for indirect or consequential losses.
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8.5 Refund Processing

Where a refund is approved:

- Refunds shall be processed within fourteen (14) calendar days from the date of confirmation;
- Refunds shall be issued using the same method of payment originally used by the Client, unless otherwise agreed;
- No administrative fees shall be charged for lawful refunds.

This policy is compliant with Regulation 34 of the Consumer Contracts Regulations 2013.

8.6 Interpreter Non-Attendance

In the unlikely event that the Interpreter is unable to attend or deliver the scheduled session due to justified circumstances (including but not limited to illness, emergency, or Force Majeure):

The Client shall be entitled to one of the following remedies:

1. A full refund of the amount paid for the affected session; or
2. Rescheduling of the session with a 10% discount applied to the rebooked service fee, if preferred by the Client.

Surivon UK shall not be liable for any indirect losses arising from such non-attendance, including but not limited to travel expenses, loss of appointments, or third-party costs.

9. Client Responsibilities

The Client acknowledges that effective interpreting services require cooperation, transparency, and adherence to professional standards. By entering into this Agreement, the Client expressly agrees to the following obligations:

9.1 Duty to Provide Accurate and Complete Information

The Client shall provide accurate, complete, and truthful information necessary for the proper delivery of the interpreting service, including but not limited to:

- The nature and purpose of the meeting;
- The number of participants;
- Relevant documentation or terminology (where appropriate);
- Any safeguarding concerns;
- Technical requirements for remote sessions.

Failure to disclose relevant information that materially affects the delivery of the service may result in:

- Reduced interpretation accuracy;
- Session interruption;

- Additional fees; or
- Immediate termination of the service.

Survivon UK shall not be liable for any loss, misunderstanding, or outcome arising from incomplete, misleading, or inaccurate information supplied by the Client.

9.2 Safe and Suitable Working Environment (In-Person Sessions)

For face-to-face interpreting services, the Client is responsible for ensuring that the working environment is safe, lawful, and appropriate.

The Client shall ensure that:

- The venue complies with health and safety standards;
- The environment does not pose physical or psychological risk;
- There is no exposure to illegal activity;
- Adequate seating, lighting, and professional conditions are provided.

If, in the reasonable opinion of the Interpreter, the environment presents a risk to safety, legality, or professional integrity, the Interpreter reserves the right to terminate the session immediately without refund.

This provision aligns with general duties under the Health and Safety at Work etc. Act 1974 and common law principles of duty of care.

9.3 Professional Conduct & Non-Discrimination

The Client shall always conduct themselves in a respectful and professional manner.

The following behaviour is strictly prohibited:

- Abusive or threatening conduct;
- Harassment or intimidation;
- Discriminatory behaviour based on protected characteristics;
- Hate speech;
- Racist, sexist, homophobic, religious, or otherwise discriminatory remarks;
- Any conduct contrary to the Equality Act 2010;
- Criminal or unlawful behaviour.

Where such conduct occurs, the Interpreter reserves the right to:

- Immediately terminate the session;
- Retain full payment;

- Refuse future bookings;
 - Report serious incidents to relevant authorities where legally required.
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9.4 Prohibition on Recording

The Client shall not audio-record, video-record, photograph, livestream, or otherwise capture any part of the interpreting session without the Interpreter's prior written consent.

Unauthorised recording may constitute:

- A breach of confidentiality;
- A breach of data protection law under the Data Protection Act 2018 and UK GDPR;
- A civil or criminal offence depending on the circumstances.

If unauthorised recording is discovered, the Interpreter may immediately terminate the session without refund and may pursue legal remedies where appropriate.

9.5 Prohibition on Unlawful Use

The Client shall not use the interpreting service for any unlawful, fraudulent, or improper purpose.

This includes, but is not limited to:

- Facilitating fraud (Fraud Act 2006);
- Providing false statements to authorities;
- Misrepresentation in legal or immigration contexts;
- Criminal activity;
- Attempting to mislead third parties.

The Interpreter is not responsible for verifying the truthfulness of statements made by the Client; however, if the Interpreter reasonably suspects criminal or unlawful conduct, the session may be terminated immediately and reported where legally required.

9.6 Consequences of Breach

Failure to comply with the obligations set out in this Clause 9 may result in:

- Immediate termination of the session;
- Retention of full fees;
- Refusal of future services;
- Legal action where applicable;

- Reporting to authorities where required by law.

Termination under this clause shall not give rise to any right of refund or compensation.

10. Safeguarding Policy

The Interpreter holds a valid and current Disclosure and Barring Service (DBS) certificate issued in the United Kingdom. This certification confirms that the Interpreter has no criminal record that would prevent him from working with children, young persons or vulnerable adults and is legally authorised to provide services involving such individuals where required.

Where services are provided in relation to minors, vulnerable adults, schools, educational institutions, families with vulnerable members, or organised youth travel, the Interpreter commits to always maintaining appropriate safeguarding standards. Safeguarding measures shall be applied in accordance with applicable UK legislation and recognised safeguarding principles designed to protect individuals from harm, abuse, neglect or exploitation.

The safeguarding framework under which the Interpreter operates is informed by, and aligned with, relevant legislation including but not limited to:

- The Children Act 1989 and 2004
- The Safeguarding Vulnerable Groups Act 2006
- The Care Act 2014
- The Protection of Freedoms Act 2012
- The Working Together to Safeguard Children statutory guidance (UK Government)

These laws exist to protect children and vulnerable adults from physical abuse, emotional abuse, sexual abuse, neglect, exploitation, trafficking, coercion and other forms of harm. The Interpreter recognises the seriousness of safeguarding obligations and the legal consequences associated with failure to report concerns where appropriate.

If, while providing services, the Interpreter becomes aware of, suspects, or reasonably believes that a child or vulnerable adult may be at risk of harm, abuse or neglect, the Interpreter reserves the right, and where legally required, the duty to report such concerns to the appropriate authorities. This may include local safeguarding boards, social services, law enforcement authorities or other competent bodies, in accordance with UK safeguarding law.

For transparency and accessibility, Surivon UK provides safeguarding documentation on its official website. Surivon UK team is trained to know how to deal with Safeguarding concerns and on the “Files & Agreements” page, there is a dedicated Safeguarding Report form which allows individuals to formally report any suspicion of abuse, neglect or safeguarding concern. Additionally, the website contains a dedicated Safeguarding Policy page where clients may review detailed safeguarding procedures, reporting standards and compliance information.

The inclusion of safeguarding procedures is intended to ensure a safe, professional and legally compliant service environment. The Interpreter prioritises the protection of minors and

vulnerable individuals and maintains a zero-tolerance approach to abuse, exploitation, discrimination or any behaviour that may compromise the safety or dignity of others.

This Safeguarding Clause shall survive termination of this Agreement and remains applicable whenever services involve children, schools or vulnerable individuals.

10.1 Supervision, Consent & Risk Assessment

In accordance with UK safeguarding legislation and professional standards, Surivon UK maintains strict safeguarding procedures when services involve minors (persons under 18 years of age) or vulnerable adults.

10.2 Parental or Guardian Supervision Requirement

Parents, legal guardians or officially appointed responsible adults remain fully and solely responsible for the supervision, care and wellbeing of any child or vulnerable individual always.

The Interpreter does not provide supervision, childcare, personal care, medical oversight, or safeguarding monitoring services.

Where meetings, consultations or interpreting session involve minors or vulnerable individuals, a parent or legal guardian must always be present. Under no circumstances shall the Interpreter be solely responsible for a minor or vulnerable adult during meetings, consultations or interpreting sessions or consultations.

Failure to ensure proper supervision may result in suspension or termination of services.

10.3 Consent for Participation in Meetings

By entering into this Agreement, parents and legal guardians provide explicit consent for the Interpreter to be present in meetings, consultations or planning discussions where children or vulnerable individuals may also be present.

Such meetings are strictly professional and relate solely to interpreting sessions or consultations. The presence of minors in meetings does not transfer responsibility, keep them alone, or duty of care from the parent or guardian to the Interpreter.

10.4 Group & Family Travel Involving Minors

Where interpreting services involves families, school groups or organised group travel including minors, safeguarding principles shall be applied in accordance with UK standards.

Parents or guardians acknowledge that:

- The Interpreter is responsible for planning consultancy only;

- All safeguarding supervision during travel remains the responsibility of the parents, guardians, school staff or designated group leaders;
 - The Interpreter does not assume loco parentis responsibility.
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10.5 Risk Assessment

Where interpreting services involves minors or vulnerable individuals, a structured risk assessment may be prepared where appropriate.

This risk assessment may consider:

- Safeguarding context;
- Meeting environment;
- Vulnerability Exposure;
- Security Risks;

The risk assessment document shall be made available to parents or guardians prior to final confirmation of the interpreting service and shall be discussed with the responsible adults to ensure transparency and informed decision-making.

10.6 Disclosure of Vulnerabilities & Neurodiversity

Parents and guardians are required to disclose any relevant vulnerabilities that may affect consultations. This includes, but is not limited to:

- Physical disabilities;
- Medical conditions;
- Mental health conditions;
- Learning disabilities;
- Diagnosed neurodiversity, including Autism Spectrum Condition (ASC), Attention Deficit Hyperactivity Disorder (ADHD), or other cognitive or behavioural conditions.

Full and honest disclosure is essential to enable appropriate planning and risk mitigation strategies.

Failure to disclose relevant medical or developmental information may compromise the effectiveness of the risk assessment and interpreting session preparation, and the Interpreter shall not be held liable for consequences arising from non-disclosure.

All disclosed information shall be handled confidentially in accordance with UK GDPR and safeguarding obligations.

10.7 Legal Framework

This safeguarding approach aligns with:

- The Children Act 1989 and 2004
- The Safeguarding Vulnerable Groups Act 2006
- The Care Act 2014
- The Working Together to Safeguard Children statutory guidance
- The Equality Act 2010 (reasonable adjustments considerations)

Survivon UK operates with a zero-tolerance approach toward abuse, neglect, exploitation or safeguarding breaches.

11. Ethical Conduct, Anti-Discrimination & Compliance with UK Law

Survivon UK operates in full compliance with the laws of England and Wales and upholds the fundamental principles of equality, dignity, safeguarding and respect for all individuals.

The Client acknowledges that the United Kingdom has strict legislation prohibiting discrimination, hate crimes, harassment, extremism and criminal conduct, including but not limited to:

- The Equality Act 2010, which prohibits discrimination, harassment and victimisation based on protected characteristics including race, nationality, ethnicity, religion, sexual orientation, disability and gender.
- The Public Order Act 1986, which criminalises threatening, abusive or insulting behaviour intended to stir up racial hatred.
- The Crime and Disorder Act 1998, which provides enhanced sentencing for racially or religiously aggravated offences.
- The Racial and Religious Hatred Act 2006, addressing incitement to hatred.
- The Terrorism Act 2000 and subsequent counter-terrorism legislation, relating to extremist or terrorist activity.

Survivon UK maintains a zero-tolerance policy toward racism, hate speech, discrimination, harassment, extremism, violence, exploitation, trafficking, abuse or any conduct that violates UK criminal or equality law.

If the Client engages in behaviour that:

- Constitutes a criminal offence under UK law;
- Involves racism, discrimination or hate-based conduct;
- Results in public media exposure for serious criminal acts;
- Damages or risks damaging the professional reputation of Survivon UK;

- Violates internationally recognised human rights standards;

the Interpreter reserves the immediate right to terminate the Agreement without refund, suspend all services and disengage from any associated coordination.

Where appropriate, and particularly in safeguarding contexts, the Interpreter reserves the right to report unlawful or harmful behaviour to the relevant authorities in accordance with UK legal obligations.

11.1 Commitment to British Values

Surivon UK upholds and operates in accordance with the core British Values as promoted by the UK Government, namely:

- Democracy
- The Rule of Law
- Individual Liberty
- Mutual Respect
- Tolerance of those with different faiths and beliefs

These values form part of the ethical foundation of the business and guide professional conduct, client relationships and service delivery.

Clients engaging with Surivon UK are expected to respect these principles in their communications, conduct, and behaviour. This shall be interpreted reasonably and proportionately in accordance with UK equality and discrimination law.

Surivon UK does not associate with, endorse or tolerate behaviour that undermines equality, social cohesion, lawful conduct or the dignity of others.

12. Insurance

12.1 Maintenance of Insurance Coverage

The Interpreter confirms that it maintains valid and appropriate business insurance policies suitable for the nature and scope of the services provided under this Agreement.

Such insurance may include, where applicable:

- Professional Indemnity Insurance;
 - Public Liability Insurance;
 - Employer's Liability Insurance (if legally required);
 - Any other insurance deemed reasonably necessary for lawful and professional operation within the United Kingdom.
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12.2 Scope of Coverage

The insurance maintained by the Interpreter is intended to provide protection against risks typically associated with interpreting services.

The Client acknowledges that:

1. Insurance coverage applies only within the limits, terms, and exclusions defined by the relevant insurer;
 2. Coverage does not extend to losses caused by the Client's own actions, omissions, or unlawful conduct;
 3. Insurance does not constitute a guarantee of financial recovery for commercial losses.
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12.3 Evidence of Insurance

Upon reasonable written request, the Interpreter may provide confirmation of active insurance coverage, subject to confidentiality and policy limitations.

The Interpreter is not required to disclose full policy documentation unless legally compelled to do so.

12.4 Limitation of Insurance Reliance

The existence of insurance coverage shall not:

- Increase the Interpreter's contractual liability;
- Be interpreted as an assumption of additional risk beyond the terms of this Agreement;
- Override the Limitation of Liability clause set out herein.

Liability shall remain strictly limited as defined in this Agreement, regardless of insurance policy limits.

12.5 Client Insurance Responsibility

The Client is responsible for maintaining its own appropriate business insurance, including but not limited to:

- Professional indemnity (if applicable to their operations);
- Cyber liability insurance;
- Product or service liability insurance;
- Commercial risk insurance relevant to their industry.

The Service Provider shall not be liable for uninsured losses incurred by the Client.

13. Confidentiality & GDPR Compliance

The Interpreter acknowledges that, during providing services under this Agreement, the Client may disclose personal information, session details, preferences, schedules, identification-related data, and other confidential information (“Confidential Information”). The Interpreter agrees to treat all such Confidential Information as strictly confidential and to use it solely for the purpose of delivering the interpreting services and consultancy services requested by the Client.

The Interpreter shall take reasonable and appropriate measures to protect the Confidential Information from unauthorised access, loss, misuse, alteration or disclosure. Confidential Information will be stored only in secure systems and, where applicable, in password-protected files, and access will be restricted to the Interpreter (and any authorised persons strictly involved in service delivery where necessary).

The Interpreter shall not disclose the Client’s Confidential Information to any third party unless one of the following applies: (a) disclosure is required by law, regulation, court order, or competent authority; (b) disclosure is necessary for the proper performance of the services, for example where the Client requests supplier contact, booking support, or coordination requiring the sharing of limited interpreting details with a third-party provider; or (c) the Client has provided prior written consent for disclosure.

Where disclosure is required for service delivery, the Interpreter shall disclose only the minimum information reasonably necessary for the relevant purpose. The Interpreter will not sell, rent, trade, or otherwise commercially exploit the Client’s personal information under any circumstances.

This confidentiality obligation is supported and interpreted in line with the Interpreter’s obligations under applicable UK data protection and privacy laws, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018. Where the Confidential Information includes personal data, it shall be processed in accordance with the Interpreter’s Privacy Policy and the lawful bases permitted under UK GDPR.

The Client acknowledges that confidentiality does not apply to information that becomes publicly available through no fault of the Interpreter, or information that the Interpreter can demonstrate was already lawfully in their possession before disclosure by the Client.

This confidentiality clause shall survive termination or completion of this Agreement and shall continue in full force and effect after the services have ended, for so long as the information remains confidential or for any longer period required under applicable law.

Client data may be securely stored for up to six (6) years for administrative and safeguarding purposes. If the Client requests access, correction, or deletion of their personal data, such requests shall be handled in accordance with UK GDPR and the Data Protection Act 2018 and may be made by contacting: contact@surivonuk.co.uk. Surivon UK takes five (5) working days to reply to clients.

13.1 How to Complain

If clients are not satisfied with our response, they can lodge a complaint with the UK's Information Commissioner's Office (ICO).

The Information Commissioner's Office (ICO) is the UK's independent authority responsible for upholding information rights and enforcing data protection laws, including the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

If clients have concerns about how their personal data has been handled or believe their data protection rights have been violated, they have the right to lodge a complaint with the ICO.

Clients can contact the ICO or make a complaint via their website: <https://ico.org.uk/make-a-complaint/>

If clients have concerns about how their data is handled, please contact us at: contact@surivonuk.co.uk

14. Intellectual Property

14.1 Ownership of Materials

All glossaries, terminology research, preparatory notes, linguistic summaries, consultation records, session notes (where lawfully retained), templates, structured briefing documents, internal working papers, correspondence, training materials, presentation aids, and any other materials created, compiled, curated, or prepared by the Interpreter in connection with the provision of interpreting services (together, the "Materials") shall remain the exclusive intellectual property of Surivon UK and/or the Interpreter.

For the avoidance of doubt, such Materials may constitute:

- Original literary works;
- Professional compilations;
- Structured terminology databases;
- Curated linguistic resources;
- Confidential professional know-how developed through experience, research, and expertise.

The Client expressly acknowledges that the value of the interpreting service lies not only in real-time spoken interpretation, but also in the Interpreter's:

- Linguistic preparation;
 - Terminology research;
 - Subject-matter familiarisation;
 - Professional expertise and intellectual labour.
-

14.2 No Assignment of Intellectual Property

Nothing in this Agreement shall operate as an assignment, transfer, sale, or conveyance of intellectual property rights to the Client.

All intellectual property rights are expressly reserved by Surivon UK and are protected under applicable UK legislation, including but not limited to:

- Copyright, Designs and Patents Act 1988;
- Copyright and Rights in Databases Regulations 1997 (where applicable);
- Common law protections for confidential information and proprietary know-how.

No proprietary rights shall pass to the Client under any circumstances.

14.3 Limited Licence (Where Applicable)

Upon full payment of the agreed fees, the Client is granted a limited, non-exclusive, non-transferable, non-sublicensable, and revocable licence to use any written summaries or documents expressly provided by the Interpreter solely for the specific purpose of the engagement covered by this Agreement.

This licence:

- Does not permit redistribution;
 - Does not permit commercial reuse;
 - Does not permit adaptation or derivative creation;
 - Does not extend beyond the original interpreting engagement.
-

14.4 Prohibited Uses

The Client must not, without the Interpreter's prior written consent:

- (a) reproduce, duplicate, or extract any preparatory materials for commercial purposes;
 - (b) record, publish, broadcast, stream, or distribute interpreting sessions or linguistic output for commercial exploitation;
 - (c) use any materials, terminology structures, or session outputs to create competing interpreting or language services;
 - (d) use the Interpreter's work product for marketing, promotional, training, consultancy, or public dissemination purposes;
 - (e) modify, adapt, translate, restructure, or create derivative works based on any Materials for redistribution;
 - (f) present the Interpreter's linguistic work as their own intellectual output.
-

14.5 Unauthorised Recording and Commercial Exploitation

Unauthorised recording, copying, distribution, or commercial use of interpreting sessions or Materials may constitute:

- Copyright infringement under the Copyright, Designs and Patents Act 1988;
- Fraud under the Fraud Act 2006 (where services are dishonestly exploited);
- Data protection violations under the Data Protection Act 2018 and UK GDPR, where personal data is unlawfully processed or shared.

Survivon UK reserves the right to pursue:

- Injunctive relief;
 - Damages;
 - Recovery of legal costs;
 - Any other remedy available under the laws of England and Wales.
-

14.6 Third-Party Content

Where interpreting sessions involve references to third-party documents, institutional materials, legal texts, corporate presentations, or protected content, such third-party intellectual property remains the property of its respective owners.

Nothing in this Agreement grants the Client any rights in third-party intellectual property.

14.7 Disclosure and Barring Service (DBS)

The Interpreter holds a valid and current Disclosure and Barring Service (DBS) certificate issued in the United Kingdom. This certification confirms that the Interpreter has no criminal record that would prevent him from working with children, young persons or vulnerable adults and is legally authorised to provide services involving such individuals where required.

14.7 Survival of Clause

Any unauthorised use, copying, recording, or distribution of the Materials may constitute a civil infringement and, in certain circumstances, a criminal offence under applicable UK law, including the Copyright, Designs and Patents Act 1988. Survivon UK reserves the right to pursue civil remedies, including but not limited to injunctive relief, damages, recovery of legal costs, and any other remedies available under the laws of England and Wales.

15. Limitation of Liability

15.1 Non-Excludable Liability

Nothing in this Agreement shall exclude or limit the liability of Surivon UK or the Interpreter for:

- (a) Death or personal injury resulting from negligence;
- (b) Fraud or fraudulent misrepresentation;
- (c) Any liability which cannot lawfully be excluded or limited under applicable law, including but not limited to the Consumer Rights Act 2015 and the Unfair Contract Terms Act 1977.

Where the Client is a consumer, statutory rights shall remain unaffected.

15.2 Financial Limitation of Liability

Subject to Clause 15.1, Surivon UK's total aggregate liability, whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation, or otherwise, shall not exceed the total amount actually paid by the Client for the specific interpreting service giving rise to the claim.

For the avoidance of doubt:

- Liability shall be limited to the fees paid for the relevant session only;
- Surivon UK shall not be liable for claims exceeding the amount paid under that specific booking;
- This limitation applies to cumulative claims arising from the same engagement.

This clause reflects a fair allocation of commercial risk between the Parties.

15.3 Exclusion of Indirect and Consequential Loss

To the fullest extent permitted by law, Surivon UK shall not be liable for:

- (a) Any indirect, incidental, special, or consequential loss;
 - (b) Loss of profits, income, revenue, anticipated savings, or business opportunities;
 - (c) Loss of contracts or commercial relationships;
 - (d) Reputational damage or loss of goodwill;
 - (e) Emotional distress or non-pecuniary loss (except where legally required);
 - (f) Loss arising from third-party actions, decisions, or determinations.
-

15.4 No Liability for Third-Party Decisions

The Client acknowledges that the Interpreter provides linguistic services only.

Surivon UK shall not be liable for:

- Decisions made by courts, tribunals, immigration authorities, healthcare providers, employers, educational institutions, government bodies, or private organisations;
- Outcomes resulting from interpreted communication;
- Refusal of visas, applications, benefits, contracts, or services;
- Any reliance placed by the Client or third parties on interpreted content.

All decisions taken during or following an interpreted session remain solely the responsibility of the relevant decision-making authority or the Client.

15.5 Technical Limitations (Remote Services)

Survivon UK shall not be liable for service disruption caused by:

- Internet connectivity failures;
- Platform outages (e.g., Zoom, Microsoft Teams, WhatsApp);
- Audio interference or technical malfunction beyond reasonable control;
- Client equipment failure.

Where reasonably possible, efforts shall be made to reschedule interrupted sessions; however, liability for external technical failures is excluded.

15.6 Professional Standard of Care

The Interpreter shall exercise reasonable care and skill in accordance with Section 49 of the Consumer Rights Act 2015.

However, the Client acknowledges that interpretation is a real-time linguistic service and that absolute precision cannot be guaranteed in dynamic conversational settings.

Minor linguistic variations that do not materially alter meaning shall not constitute breach of contract.

15.7 Time Limitation for Claims

Any claim arising from the provision of services must be notified in writing within 30 days of the session date.

Failure to notify within 30 days does not remove statutory rights but may affect evidential assessment.

Nothing in this clause overrides statutory limitation periods under the Limitation Act 1980, but timely notification is required to allow proper review.

16. Dispute Resolution & Governing Law

16.1 Good Faith Resolution

In the event of any dispute, claim, disagreement, or alleged breach arising out of or in connection with this Agreement, the Parties shall first seek to resolve the matter amicably and in good faith.

The complaining Party shall notify the other Party in writing, setting out:

- The nature of the dispute;
- The relevant facts and circumstances;
- The remedy sought.

The Parties shall use reasonable endeavours to engage in constructive dialogue and attempt resolution within fourteen (14) days of written notice, or such longer period as may be mutually agreed.

Nothing in this clause prevents either Party from seeking urgent injunctive or protective relief through the courts where necessary.

16.2 Governing Law

This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it, shall be governed by and construed in accordance with the laws of England and Wales.

This includes, where applicable:

- The Consumer Rights Act 2015;
- The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013;
- The Data Protection Act 2018;
- UK GDPR;
- The Copyright, Designs and Patents Act 1988;
- Relevant principles of English common law.

16.3 Exclusive Jurisdiction

The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter.

Clients located outside the United Kingdom expressly acknowledge and agree that:

- Any legal proceedings shall be brought in England and Wales;

- UK law shall apply regardless of the Client's country of residence;
- The Client submits to the jurisdiction of the English courts.

This clause does not prevent Surivon UK from pursuing enforcement proceedings in another jurisdiction where necessary to recover unpaid fees or enforce a lawful judgment.

17. Declaration & Signatures

17.1 Client Declaration

By signing this Agreement, the Client expressly confirms and declares that:

- (a) They have carefully read this Interpreter Service Agreement in full;
- (b) They have understood its contents, including all payment terms, cancellation conditions, limitations of liability, and professional boundaries;
- (c) They have had the opportunity to request clarification prior to signing;
- (d) They voluntarily agree to be legally bound by its terms;
- (e) They acknowledge that interpretation is a linguistic facilitation service only and does not constitute legal advice, medical advice, financial advice, immigration advice, consultancy, representation, or advocacy;
- (f) They understand and accept the cancellation provisions, including the statutory rights under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 and the conditions under which refunds may be reduced or extinguished;
- (g) They consent to the processing of personal data in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018, as detailed in Surivon UK's Privacy Policy;
- (h) They confirm that all information provided to Surivon UK is accurate and complete to the best of their knowledge;
- (i) They understand that failure to comply with the Agreement may result in termination of services without refund.

17.2 Electronic Signatures

The Parties agree that this Agreement may be executed:

- In counterpart;
- By electronic signature;
- By scanned signed copy; or
- Through a recognised digital signature platform.

Electronic signatures shall have the same legal validity and enforceability as handwritten signatures under English law.

17.3 Entire Agreement Confirmation

The Client acknowledges that this document, together with Surivon UK's Terms & Conditions, Safeguarding Policy, Terms of Sale, and Privacy Policy, constitutes the entire agreement between the Parties in relation to interpreting services.

No oral statements, prior discussions, or informal representations shall override the written terms of this Agreement unless confirmed in writing and signed by both Parties.

Lastly:

- If any provision is held invalid, the rest remains valid
 - No variation shall be valid unless in writing and signed by both Parties.
 - Nothing creates partnership, employment or agency relationship.
-

Signatures

Client Name (Printed): _____

Client Signature: _____

Date: _____

Interpreter: Mr. Wagner Victor dos Santos Penteadó, trading as Surivon UK

Signature: _____

Date: _____

Legal Effect

"Surivon UK" is the trading name of Mr. Wagner Victor dos Santos Penteadó, acting as a self-employed service provider based in the United Kingdom.

This agreement shall be governed by and construed in accordance with the laws of England and Wales. Any dispute arising from this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

Surivon UK
Business Solutions . Planning . Interpreting