

Queensland Law Society Interpreter/Translator Certificate

GUIDANCE NOTE

This Schedule 3 sets out two forms of certificate.

Part A for where a solicitor is giving independent legal advice to a borrower and the translator has translated the documents and that advice to that borrower (in the presence of the solicitor and borrower).

Part B for where a solicitor is giving independent legal advice to a guarantor and the translator has translated the documents and that advice to that guarantor (in the presence of the solicitor and guarantor).

Only use Part A or Part B.

PART A: USE THIS PART WHERE A TRANSLATOR HAS TRANSLATED A SOLICITOR'S INDEPENDENT LEGAL ADVICE TO A BORROWER. DELETE PART A IN FULL IF NOT USED.

THIS CERTIFICATE IS PROVIDED BY:

(name)

of

(address)

(occupation)

I have been provided with the following documents (the "Documents"):

1.
2.
3.
4.
5.
6.

(1) On the day of , 20

I attended a meeting:

in person at

remotely via audio/visual conferencing technology.

Present at the meeting were:

(the “**Borrower**”),

and

(the “**Australian legal practitioner**”).

Except as disclosed at (*) below, no other persons were present, or if conducted via audio/visual conferencing technology, I am not aware of any other persons being present. If conducted via audio/visual conferencing technology, I was satisfied with the general technical quality of the audio/visual conference itself and it appeared to me there were no technical or other difficulties that occurred that caused me to believe that the interview was significantly disrupted or otherwise incomplete from the Borrower’s perspective.

(*): _____

(2) I spoke to the Borrower in the language and

established that that is their customary language (the “**Customary Language**”), and that they can fluently read and write in the Customary Language.

(3) I am fluent in English language and the Customary Language (both reading and writing) and I am professionally qualified and competent to translate and interpret between those languages. A true and correct copy of my qualifications is annexed to this certificate.

(4) I translated all the Documents from the English language to the Customary Language and provided a copy of the translated Documents to the Borrower / Australian legal practitioner¹ before the meeting.

(5) In the presence of the Borrower and the Australian legal practitioner, and before any Documents were signed or, if the Documents were signed before the meeting, before the Borrower gave the signed Documents to the Lender (as advised by the Borrower), I translated the explanations by the Australian legal practitioner from the English language to the Customary Language, and the statements made by the Borrower from the Customary Language to the English language.

(6) It was stated by the Borrower that they understood the matters translated, and it appeared to me that they understood the matters translated. I did not receive any indication that there was any language barrier or other impediments to effective communication between me and the Borrower when we were communicating.

(7) I am not related to the Borrower or to any other person named in the Documents, I am independent of all parties to the Documents and the Australian legal practitioner, and I have no interest in the transactions contemplated under the Documents.

SIGNED:

DATED:

¹ Delete as applicable

Annexure - Qualifications

DRAFT

PART B: USE THIS PART WHERE A TRANSLATOR HAS TRANSLATED A SOLICITOR'S INDEPENDENT LEGAL ADVICE TO A GUARANTOR. DELETE PART B IN FULL IF NOT USED.THIS CERTIFICATE IS PROVIDED BY:

(name)

of

(address)

(occupation)

I have been provided with the following documents (the "Documents"):

1. 2. 3. 4. 5. 6. (1) On the day of , 20

I attended a meeting:

 in person at remotely via audio/visual conferencing technology.

Present at the meeting were:

 (the "Guarantor"),

and

 (the "Australian legal practitioner").

Except as disclosed at (*) below), no other persons were present, or if conducted via audio/visual conferencing technology, I am not aware of any other persons being present. If conducted via audio/visual conferencing technology, [I was satisfied with the general technical quality of the audio/visual conference itself and it appeared to me there were no technical or other difficulties that](#)

occurred that caused me to believe that the interview was significantly disrupted or otherwise incomplete from the Guarantor's perspective.

(*):

(2) I spoke to the Guarantor in the language and

established that that is their customary language (the "**Customary Language**"), and that they can fluently read and write in the Customary Language.

(3) I am fluent in English language and the Customary Language (both reading and writing) and I am professionally qualified and competent to translate and interpret between those languages. A true and correct copy of my qualifications is annexed to this certificate.

(4) I translated all the Documents from the English language to the Customary Language and provided a copy of the translated Documents to the Borrower / Australian legal practitioner² before the meeting.

(5) In the presence of the Guarantor and the Australian legal practitioner, and before any Documents were signed or, if the Documents were signed before the meeting, before the Guarantor gave the signed Documents to the Lender (as advised by the Guarantor), I translated the explanations by the Australian legal practitioner from the English language to the Customary Language and the statements made by the Guarantor, from the Customary Language to the English language.

(6) It was stated by the Guarantor that they understood the matters translated, and it appeared to me that they understood the matters translated. I did not receive any indication that there was any language barrier or other impediments to effective communication between me and the Guarantor when we were communicating.

(7) I am not related to the Guarantor or to any other person named in the Documents, I am independent of all parties to the Documents and the Australian legal practitioner, and I have no interest in the transactions contemplated under the Documents.

SIGNED:

DATED:

² Delete as applicable

Annexure - Qualifications

DRAFT