

Terms and Conditions

Definitions

- *'Interpreter' shall mean the person who performs the act of interpreting spoken or signed communication into another language.*
- *'Speaker' shall mean the person making the original spoken or signed communication.*
- *'Client' shall mean the party or intermediary engaging the services of the Interpreter and having responsibility for his/her remuneration.*
- *'Assignment' shall mean any period or set of consecutive periods of interpreting for one specific purpose or event.*
- *'Circumstances' shall mean any circumstances deriving from any cause, which is beyond the control of the Interpreter or the Client.*

General Conduct

The Interpreter will be registered with NRCPD (National Register of Communication Professionals working with Deaf and Deafblind People) and abide by the Code of Conduct for Communication Professionals.

The Interpreter will be a member of ASLI (Association of Sign Language Interpreters).

The Interpreter will have PII (Professional Indemnity Insurance).

Booking Procedure and Confirmation

All assignments shall be confirmed by a written contract between the Client and the Interpreter, which shall include these Terms of and Conditions and any variants explicitly agreed.

If an interpreter is commissioned for an assignment and there is no time to enter into a written contract, the assignment shall be entered into on the basis of an oral contract only and these Terms of and Conditions shall be deemed to apply.

Where an Interpreter's services have been contracted for in accordance with either of the means specified above, the Client shall be wholly liable for:

- remuneration of the Interpreter's services, and
- reimbursement of any expenses incurred by the Interpreter in connection with the assignment whether the interpreting services are in fact provided or not.

Upon receiving a booking request and if the Interpreter is available, quotations based upon the contents and conditions of the assignment shall be confirmed in writing and any VAT applicable, in addition to the fees, shall be stipulated.

If the client accepts the fees, confirmation will be sent in writing and the Terms and Conditions will then apply (including cancellation fees).

Fees quoted by an Interpreter, in full knowledge of the contents and conditions of an assignment, shall be considered contractually binding and valid for acceptance for two months only.

Working Hours

A working day shall comprise of no more than six hours time during which interpreting will be required.

Interpreters shall be given a midday rest period of at least one hour.

If the Interpreter has agreed to work solo she shall be given adequate opportunity for breaks, ideally 10 minutes every 25 to 30 minutes.

No demands shall be made on the skills of the Interpreter during rest periods or breaks.

If, in the course of an interpreting assignment, it is found that interpreting services will be required for an additional period after the period of work for which the Interpreter was initially contracted, the Interpreter may be invited, but not compelled, to:

- continue for a further agreed period on that same day,
- continue for a further agreed period on subsequent days.

If the Interpreter consents to the above, additional fees shall be paid at an agreed hourly rate.

Team Interpreting/Co-Working

A minimum of two Interpreters are required for any assignment that requires continuous interpreting for longer than one hour unless otherwise agreed and accepted by the Interpreter in writing.

If a co-worker has already been arranged/booked, these details must be given to the Interpreter at the time of booking.

If a co-Interpreter/other support has been booked but fails to attend then the Interpreter attending may decide to charge an additional 50%-100% for the extra workload and will need regular breaks every 25 -30 minutes or so.

Fees and Allowances

The Interpreter will invoice the client within 7 days after the assignment has been completed.

All fees and allowances shall be freely negotiated and paid in full no later than 30 days following receipt of the invoice.

Interest shall automatically be applied at 10% over base rate (or such rate as is determined by statute, the latter prevailing), to all overdue sums from the first date on which they become due every month until they are paid in full.

Fees shall be charged on the basis of a full day, or half day in the case of a period of three hours or less. Where the Interpreter has been invited to continue for a further period in extension of the initial contract, a supplementary fee shall be paid at an agreed hourly rate.

Where travel to and from the Interpreter's normal place of residence and an assignment cannot reasonably be completed within the same day as the assignment, travel time will be remunerated at the same rate as working time.

A supplementary fee for working unsociable hours shall be agreed between the Interpreter and the Client in advance, for assignments between the hours of 19:00 and 08:00 or at weekends or public holidays.

Where an Interpreter is required, from the outset, to work longer than the working day a supplementary fee shall be negotiated at an agreed hourly rate.

Travel and Accommodation

Arrangements for travel and accommodation shall be the responsibility of either the Client or the Interpreter, as agreed before acceptance.

Travel arrangements shall ensure that the Interpreter arrives an agreed time before the start of the assignment and does not have to leave prematurely.

Where travel arrangements are made by the Client, these shall be such as to ensure that the Interpreter arrives sufficiently rested to fulfil the assignment to the expected standard.

Where the travel arrangements are made by the Interpreter, they shall seek to obtain travel and accommodation at a reasonable cost compatible with satisfactory performance of the assignment. Any expenditure incurred shall be reimbursed to the Interpreter within 30 days following receipt of invoice. If any such arrangements made by the Interpreter have to be varied or cancelled, any reimbursed sums recovered by the Interpreter shall be immediately repaid to the Client.

Cancellations

Once the booking has been confirmed, cancellation fees will apply if cancelled by the client and are as follows:

- 7 days or less notice = Full Fee
- 8 to 14 days notice = Half Fee
- 15 or more days notice = No Fee

Please note that the Interpreter is not responsible should the client be delayed or unable to attend the assignment due to unforeseen circumstances (e.g. sudden illness / accident / transport cancellation or delays).

Unavoidable Circumstances

The Interpreter undertakes to notify the Client at the earliest possible opportunity if he/she is prevented from undertaking an assignment or if performance is frustrated by unavoidable circumstances.

In giving such notice the Interpreter shall relinquish any right to:

- remuneration for the uncompleted part of the assignment;
- the reimbursement of any expenses, except those already irrecoverably incurred, or necessarily incurred in returning the Interpreter to her normal place of residence by suitable means.

Failure to attend

If any client relying on the Interpreter's service has failed to attend, the Interpreter will wait approximately 30 – 40 minutes before leaving the premises (after consultation with the organiser if possible). This will be applicable to all assignments with the full and agreed fee still payable.

Preparation

It is important that the Interpreter is provided with preparation materials where possible. This allows for a smoother and more accurate interpretation.

It is helpful if the client and Interpreter meet at least 15 minutes before an assignment especially if meeting for the first time.

The Client shall provide the Interpreter with relevant information and preparatory materials in the form of background documentation, in good time; preferably two weeks in advance of an assignment in order to ensure provision of a quality service, or at least 4 working days before an assignment.

If it is not possible to provide preparatory materials, and the Interpreter requests such, the Client shall arrange for a briefing meeting. Attendance by the Interpreter at such a meeting shall be paid as working time.

Preparatory materials could include such items as:

- programs, agendas, Minutes, reports;
- briefing papers, speakers notes, motions;
- names of participants;
- maps, photographs, diagrams and other visual materials;
- slides or other materials which will be read out or referred to by participants in the course of an assignment;
- lyrics, scripts, copies of any videos or scripts of films to be shown or any other
- performance materials shall be supplied to the Interpreter by the Client not less than 24 hours in advance.

The Interpreter outside the context of the assignment shall not disclose information contained within preparatory materials. The Interpreter shall be responsible for their safekeeping and immediate return to the Client at the end of the assignment.

Working Conditions

For BSL to English interpretation, the Client is to ensure that speakers are well lit and in clear sight of the Interpreter or made visible by means of an image providing a clear and detailed view of the speaker's face and body movements sufficient for the Interpreter's requirements. This may require the provision of audio/visual equipment, which shall include a microphone and television monitor, for the sole use of the Interpreter.

For English to BSL interpretation the Client is to ensure that the Interpreter is positioned so that they are sufficiently near to the speaker to be able to hear and can be clearly seen by consumers of the service. This may require the provision of additional lighting and audio equipment in the form of a 'fold-back' speaker, for the sole use of the Interpreter.

If this is not possible, the Client shall ensure that the speaker's voice or film/video sound track is in any case clearly conveyed directly to the Interpreter without interfering noise

Recordings

No recording of the Interpreter's work shall be made without the Interpreter's prior consent, except where such recording is inherent within legal proceedings. Recordings, which are intended for broadcast or publication, may incur an additional fee.

Responsibility and Liability

The interpreting task shall be carried out by the Interpreter using reasonable skill and care and in accordance with the provisions and spirit of the NRCPD Code of Professional Conduct and of the Association of Sign Language Interpreters.

The Interpreter shall use her best endeavours to interpret to the best of her ability, knowledge and belief.

No guarantee can be given as to the absolute accuracy of any interpretation.

In the event of a dispute or complaint about the work, the liability of the Interpreter shall be limited to the value invoiced by the Interpreter.

Consequential damages and liability are expressly excluded.

Complaints Procedure

Any complaint or dispute in connection with interpreting work carried out shall be notified to the Interpreter by the Client (or vice-versa) not later than one month from the final day of an assignment.

If a client feels that a service given by an Interpreter was inappropriate and wishes to make a complaint, a letter or video in BSL should be sent immediately to NRCPD (no later than 7 days after the assignment).

NRCPD will then investigate and notify the client of the decision and any action taken.