



### **Introduction:**

These are the usual Terms and Conditions\* for Dianne Lawrence, BSL Go! - Freelance Trainee British Sign Language Interpreter (TSLI).

All bookings once confirmed verbally, by email or in writing will be subject to these terms and conditions and will be assumed as accepted by all parties, unless otherwise informed by email or in writing that a variant of terms and conditions is to be negotiated.

Attention is drawn to the cancellation notice periods under point 3 and of any fees which may be owed as result of cancelling an assignment once confirmed.

### **1. Services provided:**

- a. The services provided by the Interpreter shall comprise the interpreting services agreed in writing at the time when an assignment is accepted and/or those specified in these Terms and Conditions of Business.
- b. 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.
- c. Where an assignment requires continuous interpreting for any period of more than one hour, a minimum of two Interpreters of equal skill and registration status shall be engaged to provide the interpreting service.
- d. A working day shall comprise no more than seven hours time during which interpreting will be required. For example, 09:00 - 17:00 with a reasonable lunch break period.
- e. If an Interpreter has agreed to work alone, they 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.
- f. 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, for an additional fee which will be advised at the time of the extension.

### **2. Fees**

- a. Quotations shall be confirmed by email outlining full costs (interpreting fee, travel, any other applicable costs) or expressed as an inclusive amount which would be payable by the client.

b. Interest shall automatically be applied at 8% 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 until they are paid in full.

c. Invoices are to be paid in full within 28 days of receipt by the client by BACS or cheque.

### **3. Cancellation**

a. If an accepted assignment is curtailed or cancelled either wholly or in part, or performance of the assignment is frustrated for reasons, which the Client or the Client's principal are responsible, the Client shall be liable for payment of a cancellation fee.

b. Any expenditure incurred as agreed in the contract and any additional expenditure incurred as a result of the cancellation shall also be reimbursed.

c. If, however, at the time of cancellation the Client is able to offer an alternative assignment of a similar type under comparable conditions and circumstances for all or part of the period of the original assignment, the Client's liability to the Interpreter in respect of cancellation fees shall be reduced by the amount of the fees payable for the alternative assignment.

d. Any cancellation fee shall be agreed between the parties prior to acceptance of the assignment and shall be determined in relation to the time between notification of cancellation and the start date, as follows:

5 working days or less notice - Full Fee

6 to 10 working days notice - Half Fee

11 or more working days notice - No Fee

### **4. Unavoidable Circumstances**

a. The Interpreter undertakes to notify the Client at the earliest possible opportunity if they are prevented from undertaking an assignment or if performance is frustrated by unavoidable circumstances. In such circumstances the Interpreter shall endeavour to find a suitable substitute, and this shall discharge the Interpreter from any further liability.

### **5. Preparation Materials**

a. 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.

b. The Client shall provide information about the availability of PPE, handwashing facilities, changing rooms, the nature of the appointment and any specific procedures that may be necessary to enter the building and/or the treatment area, such as temperature checks or security procedures.

### **6. Personal Protection and Infection Control (COVID-19)**

The Interpreter will always follow the guidance given by the setting and will check current government guidance regularly for updates on recommended PPE.

PPE should be supplied by the facility,

Whether or not to wear a mask/face covering can only be answered by the individual interpreter in conjunction with the responsible healthcare professional, with decisions made on a case-by-case

basis, depending on the facility's policy, likely physical proximity to patient, healthcare professional and other parties, weighing the risks and benefits of either decision.

If the Interpreter has another booking, the Interpreter will change into clean clothes.

If the Interpreter is showing any symptoms of the Covid virus, they will inform the Client at the earliest opportunity and signpost the Client to be able to book an alternative Interpreter.

## **7. PPE and the impact on the interpreting process**

Due to the modality of our language production, many aspects of interpreting in some settings can be severely affected. Wearing a mask and face shield considerably hinders the process but may be inevitable and better than not providing an interpretation at all.

The Interpreter will make use of all available resources such as tablets, phones or objects in the room to convey the message.

The Interpreter may need more time for processing.

The Interpreter will possibly ask for clarifications and repetition, in both languages.

For further information about booking interpreters during Covid 19, please go to <https://asli.org.uk/> 'Guidelines for Professionals Booking Interpreters in Medical Settings during the COVID-19 Pandemic'

## **7. Recordings**

a. No record of an 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.

## **8. Remote working (video interpreting using zoom, Google classroom, Microsoft Teams etc)**

Video interpreting is not suitable for all situations and research has repeatedly shown consideration must be given to the needs of the interpreter and clients involved in the call

Key measures to determine the suitability are:

- I. The severity and long-term consequence on the individual's life once the call has ended
- II. The number of people participating in the call
- III. The speed of interaction
- IV. The use of additional resources (e.g. power-points, handouts, documents, videos, etc.), which will be used throughout the call
- V. The visual and acoustic quality from the incoming caller or call receiver
- VI. The sensitivity of the content being discussed

The interpreter can decline or withdraw from a call if, for example: there is poor screen resolution or other technical problem.

Situations where video interpreting has been defined as "not appropriate" for video interpreting are:

- I. Police suspect/witness interviews
- II. Court hearings

III. A psychiatric assessment

IV. A Mental Health tribunal

V. A Mental Health discharge assessment

VI. An Emergency Mental Health Assessment (that may involve an individual being sectioned)

VII. Tribunals or disciplinary meetings

VII. Immigration interviews

IX. Settings with multiple participants, involving fast paced exchanges of turn and no formal structure, such as classroom teaching, or board meetings

X. Highly emotional, or potentially volatile settings, such as counselling, therapy

XI. Settings involving a deaf user with an additional disability, such as a visual impairment or learning disability

During the course of the interpretation a remote interpreter may find that the subject matter becomes unsuitable for interpreting via video. The interpreter should advise participants that the session will be ended due to the inappropriate nature of the subject matter. The interpreter should use their professional judgment and refer to service protocols to determine whether this action is appropriate.

Preparing for an assignment, remote interpreters should be permitted to take appropriate steps to prepare for a video interpreted assignment. Time must be allowed for the remote interpreter to prepare and get useful information prior to making the video call or the beginning of the video interpreted event. Without sufficient information about the call the quality of service could be vastly compromised. Preparation before a call may help reduce the time spent making clarifications and repairs during the video-interpreted interaction.

For remote interpreted settings, it is essential that the interpreter has knowledge of all participants present in the interaction, including those out of sight of the camera. It may be necessary to take steps such as: lifting the camera to show the interpreter where each participant is situated, or verbally introduce each person. This type of consideration will enable the video interpreter to ensure the deaf person is aware of who and when each person is speaking in the room.

When there are many individuals present, the chair of the meeting should discuss with the interpreter how the meeting can be managed to allow a video interpreter to do their job effectively.

Pre-arranged video interpreted interactions should ideally be preceded by preparation material, such as an agenda and minutes sent to an interpreter in advance. This is also good practice for face-to-face interpreting.

Where a co-worker is to be engaged, this must also be introduced at the start of the assignment and appropriate pauses negotiated to allow for the interpreters to change over.

As with any interpreted interaction, there will be some lag time as the interpreter interprets between the two languages. It would not be uncommon for the video interpreter to provide an explanation of how the call will be managed to avoid any misunderstandings.

**Role of the video interpreter** The video interpreter must maintain to the standards set out by their regulating body.

The role of interpreters working via video is not so dissimilar to working with an interpreter onsite. Like a live interpreter, video interpreters have a 'double role'. Firstly, they are interpreting from one language to another and secondly, they are facilitating an interaction and the conversational dynamics that arise between two parties. During a video interpreted interaction, the interpreter is usually the only bilingual, fluent individual in a signed language and consequently they may use 'linguistic strategies. They may also take on a number of roles such as 'cultural mediators, interpreters and operators' throughout the call, as necessary, to ensure that the video interpreted exchange runs smoothly. Current practices indicate that video interpreters who are able to use these strategies, such as using their professional judgment and interpersonal skills, as well as their technical interpreting skills, without restraint, have more success during a video call, which gives a better outcome for all parties involved.

All registered interpreters are expected to abide by a code of conduct stipulated by their registering body.

The interpreter must maintain the highest standards of professionalism and integrity and seek to reflect credit on their profession as well as continually maintaining and developing their professional skills and knowledge.

Declaring the presence of the interpreter in an assignment and any other unseen or unheard participants remote interpreters should take appropriate steps to declare their presence in a call.

A remote interpreter will be stationed in a secure and confined area to ensure total privacy of a call.

Contracted hours of work should consider the duration and intensity of work and ensure suitable breaks are provided. All resources should be considered to avoid injury, risks of developing disabling conditions or risks to the interpreter's mental wellbeing.

Under standard working conditions an interpreter's performance is known to degrade after a period of 30 minutes. Interpreter's working remotely have provided subjective reports of mental fatigue after approximately 20 minutes of work leading to perceived increase of errors in production, thus compromising the quality of service they provide.

Opportunities to pause from the service are not only for the benefit interpreter, but also serve the communicative aims of those the involved on the video call, as a short break as a short for the interpreter will allow a higher level of accuracy to be maintained as the interpreter is less likely to become weary or lose attention.

Interpreters must be allowed to monitor their own physical and mental wellbeing and be able to transfer to, or swap with an interpreter colleague during a call when they begin to experience the symptoms of mental strain outlined in clauses

Together with interpreting breaks, the Health & Safety Executive (HSE) recommendations state that people working at a computer screen should take regular eye breaks. Advice can be read at: <http://www.hse.gov.uk/contact/faqs/vdubreaks.htm>

Breaks or changes of activity should be included within interpreters' working time.

## **9. Complaints and Disputes**

- a. 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 5 working days after the final day of an assignment in writing.
- b. If the parties are unable to agree, the matter may be referred to the NRCPD, for further information see [www.nrcpd.org.uk](http://www.nrcpd.org.uk). Such referral should be made no later than four weeks from the date on which the original complaint was made.
- c. If a dispute cannot be resolved amicably between the parties, or if either party refuses to accept the decision of the Standards Panel, the parties shall be subject to the jurisdiction of the Courts of England and Wales. In any event these Terms and Conditions shall be construed in accordance with English law.

#### **10. Responsibility and Liability**

- a. 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 guidelines on professional practice and ethics.
- b. The Interpreter shall use his or her best endeavours to interpret to the best of his or her ability, knowledge and belief.
- c. No guarantee can be given as to the absolute accuracy of any interpretation.
- d. 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.
- e. Consequential damages and liability are expressly excluded.

#### **11. Unfair Competition**

Where the Client acts as an intermediary and introduces the Interpreter to a third party by way of business, the Interpreter shall not, for a period of 6 months, approach the said third party for the purpose of soliciting work, nor work for the third party in any interpreting capacity, without the Client's written consent. However, this shall not apply where the third party has had previous dealings with the Interpreter; the Interpreter acts on the basis of information in the public domain; the Client has failed to pay the Interpreter; the approach from the third party is independent of the relationship with the intermediary; the approach to the third party arises as the result of broad-band advertising or the third party is seeking interpreters on the open market.

#### **\* 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 interpreter or client

\*The intention of this document is to outline the usual working practice for commissioning services from BSL interpreters and provide limited protection and general principles for all parties. These are an abbreviated version from the standard issued guidance from the Association of Sign Language Interpreters (ASLI), our professional body.