



### **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**

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. 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.

## **9. 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.

#### **10. 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.

