

# Terms & Conditions of Business

# Craig Painting

# BSL/English Sign Language Interpreter

## 1. 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.

'Writing' shall mean any written communication between the parties not limited to a physical manuscript and to include such electronic correspondence as email and messaging apps such as but not limited to WhatsApp.

## 2. Services Provided

2.1 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.

2.2 They shall not, without express agreement, (confirmed in writing at the time), include any additional services.

## 3. Contracts

3.1 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.

3.2 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.

3.3 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.

3.4 The Interpreter should be given the name of the parties involved in the interpretation at the time of booking ,(or as soon as possible afterwards), to avoid a conflict of interest.

3.5 The Interpreter should be given the details of the interpretation at the time of booking to enable them to evaluate their ability to meet the requirements of the booking as the NRCPD Code of Conduct states 'You should only undertake assignments for which you have the appropriate qualifications, competence and experience'

#### **4. Teams**

4.1 Where an assignment requires continuous interpreting for any period of more than one hour, a team of a minimum of two Interpreters shall be engaged to provide the interpreting service. This includes when working remotely.

4.2 All interpreters should know in advance of the session who their co-worker/s will be. They should also be made aware if the co-worker is a Trainee, (TSLI), or Qualified interpreter, (RSLI). Co-workers should be registered and insured. If the interpreter is unable to work with the co-worker then they may have to withdraw from the assignment.

4.3 As an exception to the above, one Interpreter alone may be responsible for all the interpreting services in the assignment if this is explicitly accepted by the Interpreter in writing.

4.4 Where three or more Interpreters are engaged for an assignment, one Interpreter shall be designated Team Leader.

4.5 The Team Leader shall be responsible for organising the work of the interpreting Team and all liaisons with the Client. Additional fees may be agreed in advance for this work.

4.6 No persons who are not members of the Interpreting Team may be used as Interpreters to complement the Team.

#### **5. Working Hours**

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

5.2 Interpreters shall be given a mid-booking rest period of at least one hour.

5.3 If an Interpreter has agreed to work solo he/she shall be given adequate opportunity for breaks, ideally 10 minutes every 25 to 30 minutes. This includes working remotely.

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

5.5 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.

5.6 If the Interpreter consents to the above, additional fees shall be paid in accordance with Clause 7.5..

5.7 If interpreting services are required for a continuous period of more than 8 hours, a second Team shall be organised and the work shall be shared equally between the two teams.

## **6. Quotations for Fees**

6.1 Fees quoted by an Interpreter, or on behalf of a team of Interpreters, in full knowledge of the contents and conditions of an assignment, shall be considered contractually binding and valid for acceptance for three months only.

6.2 Quotations shall be confirmed in writing and any VAT applicable, in addition to the fees, shall be stipulated.

## **7. Fees & Allowances**

7.1 All fees and allowances shall be freely negotiated and confirmed in writing or by email.

7.2 They will be paid in full no later than 30 days following receipt of the invoice.

7.3 Any paperwork or online submission associated with the UK Government's Access To Work scheme will be completed and made available to the interpreter for signature where necessary and posted first class or electronically submitted within 5 working days following receipt of the invoice.

7.4 In accordance with the Late Payments of Commercial Debts (Interest) Act 1998, overdue payments will incur an administration fee of £40 for debts under £1,000, £70 for debts between £1,000 and £10,000, and £100 for debts over £10,000, plus interest at 8% over the Bank of England base rate (or such rate as is determined by statute, the latter prevailing) from the first date on which they become due until they are paid in full. A new invoice will be sent with the accumulated charges included.

7.5 Fees shall be charged on the basis of a full day, or half day in the case of a period of four hours or less. Where the Interpreter has been invited to continue for a further period in extension of the initial contract, (see Clause 5.5), a supplementary fee shall be paid at an agreed hourly rate of £45.

7.6 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.

7.7 Where travel to and from the Interpreter's normal place of residence and an assignment involves a total of more than four hours, travel time will be remunerated at 50% of the agreed hourly rate.

7.8 The Interpreter reserves the right to charge a supplementary fee for working unsociable hours, to 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.

7.9 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.

7.10 Charges for remote working will remain the same as face to face work.

7.11 The Interpreter reserves the right to charge a supplementary fee for working solo, when due to unforeseen circumstances the engaged co-worker is absent. This supplementary fee may be charged at up to 100% of the agreed booking fee.

## **8. Travel & Accommodation**

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

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

8.3 Accommodation arrangements shall be such as to ensure that they are compatible with satisfactory delivery of the assignment.

8.4 Where travel and accommodation 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.

8.5 Where the travel and accommodation 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.

8.6 Business mileage when applicable will be charged at £0.45 per mile.

## **9. Cancellation**

9.1 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, cancellation shall be confirmed by giving written notice between the Client and the Interpreter, and the Client shall be liable for payment of a cancellation fee according to Clause 9.5.

9.2 If a client does not attend within 30 mins of the booking time and no contact is made then the interpreter will regard the booking as cancelled and a fee imposed as in 9.5.

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

9.4 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.

9.5 Any accepted assignment demonstrates agreement between parties to a cancellation fee determined by the amount of notice given prior to the scheduled start time of the assignment. For the purposes of clause 9.5 notice is measured from the time written cancellation is received to the scheduled start time of the assignment, payable as follows:

- 0 to 7 days' notice: Full Fee
- 7 to 14 days' notice: 50% of the agreed fee
- More than 14 days' notice: No Fee

## **10. Substitution of Interpreters**

10.1 Substitution shall only be permitted in agreement with the Client. In such circumstances the Interpreter shall endeavour to find a suitable substitute.

10.2 The Client shall reasonably accept this substitute, who shall be engaged on the same terms as the Interpreter had previously agreed.

10.3 The Client shall notify any other parties as appropriate.

10.4 Acceptance of the substitute by the Client shall discharge the Interpreter from any further liability.

## **11. Unavoidable Circumstances**

11.1 The Interpreter undertakes to notify the Client at the earliest possible opportunity if he is prevented from undertaking an assignment by unavoidable circumstances.

11.2 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 his normal place of residence by suitable means.

## **12. Preparation Materials**

12.1 The Client shall provide the Interpreter with relevant information and preparatory materials in the form of background documentation, (See Clause 12.4), in good time; preferably two weeks in advance of an assignment in order to ensure provision of a quality service.

12.2 If it is not possible to provide preparatory materials, and the Interpreter requests such, the Client shall arrange for a briefing meeting.

12.3 Attendance by the Interpreter at such a meeting shall be paid as working time.

12.4 Preparatory materials shall include such items as:

- programmes, 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.

12.5 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.

12.6 Should preparation materials not be provided, the interpreter reserves the right to withdraw under section 3 of NRCPD's code of conduct.

### **13. Working Conditions**

13.1 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.

13.2 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.

13.3 The interpreter will be given safety information as soon as possible and appropriate PPE provided if necessary. If standards do not meet the required standards (see ASLIs guidance on Covid-19), the interpreter reserves the right to withdraw from the booking and the client will be charged.

### **14. Recordings & Artificial Intelligence (AI)**

14.1 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, will incur an additional fee.

14.2 Any recording of my work as a BSL interpreter is protected by copyright and must not be reproduced or used without my express permission. Reproduction or use of this work for the development of Artificial Intelligence (AI) technology is strictly prohibited. Reproduction or use of this work is dependent upon inclusion of this notice with all copies made.

### **15. Complaints & Disputes**

15.1 Any feedback 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. This excludes any claims for damages or liability.

15.2 In any event these Terms and Conditions shall be construed in accordance with English law.

### **16. Responsibility & Liability**

16.1 The interpreting task shall be carried out by the Interpreter using reasonable skill and care.

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

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

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

16.5 Consequential damages and liability are expressly excluded from 16.4.

16.6 Any confidential or sensitive information held by the interpreter will be stored securely and GDPR followed. It will then be destroyed as soon as possible.

## **17. Competition**

17.1 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.

## **18. Applicability & Integrity**

18.1 These Terms and Conditions of Business shall also be subject to any detailed arrangements or any variants expressly specified in the order relating to a particular interpreting task. No waiver of any breach of conditions in this document shall be considered as a waiver of any subsequent breach of the same or any other provision.