

TERMS AND CONDITIONS OF BUSINESS

Definitions

'Interpreter' shall mean the person who performs the act of interpreting spoken or signed communication into another language.

'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.

1. Services and Contracts

1.1

The services provided by Nottinghamshire Sign Language Interpreting Service (NSLIS) will be the interpreting services agreed when the assignment is accepted and/or those specified in these Terms and Conditions of Business. They shall not, without express agreement, confirmed in writing, include any additional services.

1.2

All assignments shall be confirmed by an email contract (confirmation email) between the Client and NSLIS, which shall be deemed to include these Terms and Conditions and any variations specified and agreed.

1.3

If an interpreter/s is booked 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 and Conditions shall be deemed to apply.

1.4

Where NSLIS services have been contracted for in accordance with either the means specified above, the Client shall be wholly liable for:

- remuneration of interpreting services, and
- reimbursement of any expenses incurred by in connection with the assignment

whether the interpreting services are in fact provided or not (see section 5 regarding cancellations and 6.5 regarding failure to supply contracted services)

2. Working conditions

2.1

Unless agreed by NSLIS, a minimum of two interpreters shall be engaged to provide the interpreting service where an assignment requires **continuous** interpreting for any period of more than one hour and thirty minutes.

2.2

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

2.3

Provision of a midday rest period of at least one hour is recommended. Any midday rest period of a shorter duration should be negotiated with the interpreter.

2.4

If NSLIS agree that they will provide an interpreter to work solo, the interpreter must be given adequate opportunity for breaks, ideally ten minutes every twenty-five to thirty minutes. This is dependant on the nature of the interpreting assignment and the Client should always seek to negotiate breaks with the interpreter.

2.5

No demands shall be made on the interpreter's interpreting skills during rest periods or breaks. (see section on conference/ team interpreting for more information).

2.6

The interpreter's services are booked for the period specified in the contract. If, in the course of an interpreting assignment, it is found that interpreting services will be required for longer than the period of work initially agreed, the Client shall contact NSLIS to book any extensions or additional bookings.

2.7

Any additional fees occurred in clause 2.6 shall be paid in accordance with Clause 3.11

2.8

For BSL to English interpretation, the Client is to ensure that the Deaf person/ sign language user/s is well lit and that they can be seen clearly, providing a clear and detailed view of facial expressions and body movements. This may require the provision of audio/ visual equipment (see section for more information)

For English to BSL interpretation the Client is to ensure that the interpreter is positioned sufficiently near to the speaker to be able to hear them clearly and to also be clearly seen by the consumers of the service.

2.9

The Client shall provide NSLIS with relevant information and preparatory materials in the form of background documentation in good time, preferably two weeks in advance of an assignment to ensure the provision of a quality service. NSLIS shall not, outside of the context of the assignment, disclose information contained within preparatory materials. NSLIS shall be responsible for their safekeeping and will, if so requested, return them to the client at the end of the assignment.

Preparatory materials shall include such items as:

- Programmes, agendas, minutes, reports;
- Briefing papers, speaker's notes, motions;
- Names of participants
- Maps, diagrams and other visual materials
- Copies of slides, OHPs, PowerPoint presentations or other materials which will be read out or referred to by participants in the course of the assignment;
- Copies of lyrics, scripts, video transcripts or scripts of films to be shown or any other performance materials must be provided **not less than one week** in advance.

If preparation time involves more than two hours work, a pro-rata fee will be incurred.

2.10

The client shall inform NSLIS of any intention to video record the assignment at the time of booking.

2.11

If NSLIS request such, the client shall arrange for a briefing meeting. This may incur additional charges and will be negotiated at the time of booking.

2.12

Where preparatory materials have been requested by NSLIS in writing (as indicated on the confirmation letter) and are not provided or a briefing meeting is not arranged by the stipulated date, they reserve the right to withdraw from the assignment and the appropriate cancellation fees will apply.

2.13

The client shall not, for the entire period of the assignment, directly or indirectly solicit or procure the independent services of the interpreter. All requests must be referred through NSLIS.

2.14

Conference Interpreting

Some conferences may require more than two interpreters. The client must provide full details of the conference at the time of booking to allow NSLIS to advise them regarding the number of interpreters required. A team of interpreters may be necessary if:

- Interpreting services are required during tea and lunch breaks
- The conference includes workshops/ group work

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- ❑ Deaf people are presenting at the conference
- ❑ There are a multiple number of Deaf delegates
- ❑ Deaf delegates have a variety of communication needs (e.g. Ushers/ Deaf-blind/ SSE etc)

The client is responsible for ensuring that the conference venue is accessible, that they provide a suitable visual and audible environment for the interpreter to be able to carry out their task and that due consideration is given to the interpreter's health and safety requirements.

2.15 NSLIS reserves the right to withdraw services if the assignment is substantially different from that which is described at the time of booking and they consider that to allow the interpreters to continue working would be detrimental to their well-being and professional standing or would be to the detriment of the client(s). A full fee would be charged in these circumstances.

3. Fees and Allowances

3.1

Fees quoted by NSLIS shall be considered contractually binding and valid for acceptance during the financial year only. Quotations shall be confirmed in writing and the applicable VAT, in addition to the fees, shall be stipulated.

3.2

All fees and allowances shall be freely negotiated and paid in full no later than 30 days following receipt of the invoice. NSLIS have set a rate of fees but reserve the right to negotiate fees for specific complex and demanding assignments (e.g. theatre, conferences, web performances etc).

3.3

If the invoice is not paid within the time specified in 3.2 above, then a late payment penalty shall automatically be applied at a rate of 15% of the total sum due, or £20, whichever is the greater.

3.4

Fees shall be charged on an agreed basis (minimum 2 hour fee). Where the interpreter has been booked for a period in extension of the initial contract (see Clause 2.6), a supplementary fee shall be paid at an agreed hourly rate.

3.5

A Minimum fee of three hours will be charged for assignments between the hours of 18:00 and 08:00 hours or at weekends or public holidays.

Any supplementary fee for working unsociable hours shall be agreed between the Client and NSLIS in advance,

4. Travel and Accommodation

4.1

Arrangements for travel and accommodation will be agreed before acceptance.

4.2

If NSLIS are responsible for travel and accommodation they will try to obtain them at reasonable cost. Any costs will be reimbursed to NSLIS within 30 days following receipt of invoice. If any such arrangements made by NSLIS have to be varied or cancelled, any reimbursed sums recovered by NSLIS shall immediately be repaid to the Client.

5. Cancellation

5.1

If an assignment is curtailed or cancelled either wholly or in part, or if 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 in accordance with Clause 5.4

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5.2

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

5.3

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 NSLIS in respect of cancellation fees shall be reduced by the amount of fees payable for the alternative assignment.

5.4

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 | Full Fee |
| ➤ 6 to 10 working days inclusive | Half Fee |
| ➤ more than 10 working days | No Fee |

6. Liability

6.1

Interpreters employed or contracted by NSLIS will undertake to work in accordance with the National Register of Communication Professionals working with Deaf and Deafblind people (NRCPD) Code of Ethics. They shall be bound by the strictest professional confidentiality/ impartiality and shall be ethically responsible for the integrity of their work. They shall endeavour to interpret to the best of their ability, knowledge and belief. The interpreter will also be guided by the ethical demands of the professional arena in which an assignment takes place.

6.2

They will dress and behave appropriately according to the codes of conduct or practice held by NSLIS and the NRCPD.

6.3

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

6.4

All interpreters employed or contracted by NSLIS are registered with the NRCPD. As such, they are covered by Professional Liability Indemnity Insurance.

6.5

If NSLIS cannot, for whatever reason, supply an interpreter for the assignment, as previously agreed, they will inform the Client immediately. They will endeavour to arrange a replacement, on the same conditions, by a similarly qualified interpreter, subject to prior discussion and approval by the Client.

6.6

The Client shall notify any other parties as appropriate.

6.7

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

6.8

If NSLIS cannot undertake an agreed assignment or if performance is frustrated by unavoidable circumstances and they are unable to arrange a replacement they will notify the Client at the earliest possible opportunity.

6.9

In giving such notice NSLIS shall relinquish any right to:

- Remuneration for the uncompleted part of the assignment

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- The reimbursement of any expenses, except those already irrecoverably incurred, or necessarily incurred in returning the interpreter to their normal place of residence by suitable means.

7. Complaints and Disputes

7.1

Any complaint or dispute in connection with the interpreter's work shall be notified to NSLIS by the Client (or vice versa), not later than one month from the final day of the assignment. Please contact NSLIS for details of their complaints procedure.

7.2

If NSLIS and the client are unable to agree, the matter may be referred to the NRCPD. If possible, such referral should be made no later than one month from the date on which the original complaint was made