

1. Definitions:

1.1 “Service Provider” shall mean the Language Service Professional (LSP) that is accepting the assignment from AD Communications Interpreting (part of Action Deafness) and instructed to carry out the assignment as specified.

1.2 “Requester” shall mean the person who has requested the service.

1.3 “Customer” shall mean the person who is paying for the service provided.

1.4 “Requester/Customer” potentially will be one of the same.

1.5 “Client/End-user” shall mean the person who is receiving the service provided.

1.6 “Language Service Professionals (LSP)” to represent the mode of communication required.

1.7 “AtW Account Holder” shall mean the Deaf individual who has been awarded an Access To Work budget for communication support.

2. Quality Assurance:

2.1 All customers and providers and Clients may evaluate the service provided using a feedback form, either electronically or in hard copy forms or via video message for BSL users.

2.2 The information will be used to monitor the standard of service provided, improve service provision and in an anonymous or statistical form, for market research and advertising purposes.

2.3 If you are dissatisfied with the service, you should complete a complaint form, either electronically or in hard copy form. Deaf user may submit a video message in BSL to AD Communications Interpreting.

3. Confirmations:

3.1 Once a service provider is booked, a confirmation will be sent to the requester.

3.2 This confirmation can be in the form of an email, text message or phone call.

3.3 This confirmation will state the full booking information and that the service provider has been booked.

3.4 Once the Requester receives a confirmation, this is taken as a booking.

3.5 It is the responsibility of the Requester to check the details on the confirmation and to notify AD Communications Interpreting of any amendments necessary prior to the assignment taking place.

4. Purchasers Responsibilities:

4.1 It is the responsibility of the purchaser to provide AD Communications Interpreting with the following.

4.2 The name and preferred mode of communication of the Deaf client, e.g. British Sign Language, Signed Supported English, Visual Frame or hands on, Lip speaker, Palantypist etc.

4.3 Address including postcode and phone number of the assignment venue along with any other necessary maps and travel information.

4.4 Distance bookings, if the assignment is to be remote all 3rd party platform information must be provided prior to assignment. In order for the interpreter to ensure they have the correct set up and appropriate software.

4.5 The Customer shall provide AD Communications Interpreting 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. AD Communications Interpreting shall not, outside of the context of the assignment, disclose information contained within preparatory materials. AD Communications Interpreting shall be responsible for their safekeeping and will, if so requested, return them to the customer at the end of the assignment. Preparatory materials shall include such items as:

- Programmes, agendas, minutes, reports;
- Briefing papers, Speakers notes;
- Names of participants;
- Maps, diagram's and other visual materials;
- OHPs, PowerPoint presentations or other materials which will be read out or referred to in the course of the assignment;
- Copies of scripts, video transcripts.

If preparation times involves more than two hours work and additional fee will be incurred.

4.6 Please see ADC52 for more information on how to work with a BSL Interpreter.

4.7 The Customer shall inform AD Communications Interpreting of any intention to video record the assignment at the time of the booking. If such request, the customer shall arrange a briefing meeting. This may incur additional charges. Permission for filming will need to be requested from the LSP. If the LSP is in agreement, then the booking will continue. If preparatory material or a briefing meeting are not arranged with AD Communications Interpreting by the stipulated date, they reserve the right to withdraw from the assignment and an appropriate cancellation fee will apply. If this

information is not provided to AD Communications Interpreting at time of booking and the LSP refuses to continue with the confirmed assignment after receiving confirmation or on the day, then full fee will apply

5. Cancellation:

5.1 In the event of a cancellation of the contract, the customer is liable for the following charges:

Cancellation fees are applicable and will be calculated based on the date the cancellation is received.

If notice is between 14 and 8 days Half Fee

If notice is 7 days or less Full Fee

5.2 Assignments cancelled on arrival will also be liable to the appropriate mileage charge as per the contract.

5.3 At the time of cancellation AD Communications Interpreting will do everything in its power to re-allocate the LSP for the same time period. If this is achieved, then no cancellation charge will be made. If only part of the original cancellation period can be covered a reduced cancellation fee shall be payable.

5.4 Please note, cancellation charges may vary depending on the Service Level Agreement held between specific contracts.

6. Working Conditions:

6.1 It is preferable for most assignments with a lasting duration of over 2 hours for more than one interpreter to be booked. If a co-worker/other support has been booked but fails to attend, then the attending interpreter may charge and additional 50% - 100% for the extra workload. No interpreter should be forced or coerced at any time into lone working by either AD Communications Interpreting or the people using the interpreting service. There may be exceptions to requiring a co-worker which will be discussed at the time of the booking.

6.2 AD Communications Interpreting will insist on a co-worker being booked if an event, if less than two hours in length, but is considered to be an intensive or demanding assignment, or if the audience is expected to be over one hundred people.

6.3 If the customer/requester had already booked a co-worker, details of the co-worker must be given to AD Communications Interpreting at the time of the booking.

6.4 If an LSP has agreed to work solo he/she/they shall be given adequate opportunity for breaks, ideally 10 minutes every 25 to 30 minutes.

6.5 No Demands shall be made on the LSP during rest periods or breaks.

6.6 If, in the course of the assignment, it is found that the services of the LSP will be required for an additional period of time over the initial contracted period the LSP may be invited, but not compelled to continue for a further agreed period.

6.7 If the LSP consents to the above, additional fees shall be charged.

6.8 The worker has the right to withdraw their services if an assignment is substantially different from that described at the time of booking and if they feel that if they continue to work it would be detrimental to their well being and professional standing or they feel that to continue working would not be in the best interest of the client.

6.9 Some conferences may require more than two interpreters. The client must provide full details of the conference at the time of booking to allow AD Communications Interpreting to advise them of 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.
- Deaf people are presenting at the conference.
- There are multiple Deaf participants.
- If Deaf participants have a variety of communication needs e.g. Ushers/Deaf-blind.

6.10 The Customer is responsible to ensure 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. That due consideration is given to the LSP's health and safety requirements.

6.11 AD Communications Interpreting reserves the right to withdraw services if the assignment is different from which it was described at the time of booking and they consider that to continue would be detrimental to the LSP's well being and professional standing or would be detrimental to the client(s). A full fee would be charged in these circumstances.

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

6.13 If any person/s relying on the interpreter's service has failed to attend, the interpreter shall wait approximately 30-40 minutes before departing, after consultation and agreement with the event organiser if possible. This will be applicable to all assignments with the full and agreed fee still payable.

6.14 The interpreters provided by AD Communications Interpreting will undertake to abide by the Code of Ethics for Sign Language Interpreters as set out by NRCPD (National Register of Communication Professionals working with Deaf and Deafblind People) and the Code of Professional Conduct as set out by ASLI (the Association of

Sign Language Interpreters). All interpreters provided by AD Communications Interpreting will be registered with NRCPD, have completed appropriate and recognised interpreter training courses and shall have appropriate Professional Indemnity Insurance.

7. Contract:

7.1 If the LSP is unable to attend due to unforeseen circumstances, or must leave the assignment early, every means possible will be undertaken to find a suitable replacement, subject to agreement from both the customer and the client. If the original booking has to be cancelled and a new booking created, AD Communications Interpreting will waive the fee for the original assignment.

7.2 In giving such notice AD Communications Interpreting and the LSP 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 LSP to their normal place of residence by suitable means.

7.3 The requester/customer will ensure that for the entire period of the assignment, they will not directly or indirectly, solicit or procure the independent services of the interpreter. Any subsequent requests for the interpreter must be referred through AD Communications Interpreting.

7.4 If an LSP is commissioned for an assignment and there is no time for AD Communications Interpreting to confirm the assignment in written form, then the assignment shall be entered into on the basis of an oral agreement only and the terms and conditions shall be deemed to apply. Confirmation will be sent to all relevant parties retrospectively as soon as is possible.

7.5 If AD Communications Interpreting are unable to supply an LSP due to unforeseen circumstances the requester will be informed at the earliest convenience.

7.6 For customers who are in receipt of the AD Communications Interpreting Access To Work (AtW) package, AtW claims will be made of behalf of the AtW account holder. Claims will be processed in four weekly blocks in line with the account holder's entitlement.

7.7 AtW Account Holders may complete an AtW "Change of Details" form that allows AD Communications Interpreting to submit AtW claims and be reimbursed directly for communication support costs on behalf of the AtW Account Holder. The AtW Account Holder will be liable for any shortfall in claim amounts paid by AtW should the Deaf Customer use over their allocated hours, or should a claim be successfully disputed by AtW.

8. Payment:

8.1 Terms are strictly thirty days from date of invoice. Any queries in respect of our invoice must be discussed within seven days of the invoice date. We understand and will exercise our statutory right to claim interest and compensation for debt recovery costs under the Late Payments of Commercial Debts (Interest) Act 1988 if we are not paid to our terms.

8.2 Should the circumstances of the assignment differ from that of the original booking we reserve the right to revise the charges.

8.3 An invoice will be sent to you during our invoice run which takes place at the start of the following month of the completion of the assignment date. You are required to dispute the invoice within 10 days or remit the balance within 20 working days. Overdue payments will result in a reminder fee of 10% plus VAT being added on each repeat invoice every 28 days from the first day of the late period.

8.4 Should the invoice remain unpaid after 60 working days Court proceedings will begin. Debt recovery will incur additional charges, interest and Court fees.

8.5 Value added Tax will be added to the invoice total.

8.6 You may cancel the assignment at any time but it will be subject to our cancellation fees as set out in 5.1.

8.7 Once an interpreter has been booked, whether by email, SMS or letter a contractual agreement is immediately entered into. In the event of a cancellation of the agreement the customers are liable for our charges.

8.8 The notice period commences the day of being informed of the cancellation. Under no circumstances are postponed assignments accepted under this or interpreted as the same as the original agreement. Fee will therefore not be waived for postponed assignments.

9. Travel Expenses:

9.1 The transport deemed most suitable by the interpreter will be used unless a transport mode is stipulated at the time of booking. Standard class tickets will be purchased for rail or air travel. If the interpreter travels by car a charge of not less than 45p per mile will be made. Car parking and Taxi fares will be charged at cost.

10. Confidentiality:

10.1 The content of materials provided prior to each assignment is always treated in the strictest confidence. The interpreter is bound by the governing bodies for Sign Language Professionals, Code of Ethics.

11. Information Security:

11.1 All information held on computer or on paper is kept in accordance with the Data Protection Act and the organisation is registered, number Z1823787.

11.2 All information held is confidential and will not be disclosed unless we are required to do so by an appropriate authority as a result of a specific order by a civil or criminal process.

11.3 Details of assignments and contact details will be kept on file according to the requirements of the General Data Protection Regulation (GDPR) to use for the purpose of working with AD Communications Interpreting.

12. Unfair Competition:

12.1 Where AD Communications Interpreting act as an intermediary and introduce the LSP to a third party by way of business, the LSP shall not, for a period of 12 months, approach the said third party for the purpose of neither soliciting work, nor work for the party in any capacity whatsoever, without AD Communications Interpreting written consent.

12.2 This shall not apply where;

- The third party has had previous dealings with the LSP
- AD Communications Interpreting has failed to pay the LSP
- The approach to the third party arises as a result of broad-band advertising

12.3 Individuals found to be circumventing the agency relationship in this manner will be removed from the AD Communications Interpreting database with immediate effect and any pay outstanding may be withheld.

13. Complaints:

13.1 Any complaint or dispute in connection with the service provided by AD Communications Interpreting shall be notified to AD Communications Interpreting no later than 21 days from the last day of the assignment, by any communication means necessary.

13.2 Acknowledgement of the complaint will be given within 5 working days.

13.3 A formal response will be given within 10 working days.

13.4 If the matter is still unresolved then it will be passed to the trustees of Action Deafness who act as the governing body for investigation and resolution.