

Terms and Conditions of Engagement



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1) Aims

The aim of the interpreting and translation service is to raise resources for the delivery of free, independent and confidential multi-lingual advice and information services to people from black and minority ethnic, asylum seekers, refugee and migrant communities whose first language is not English. It has been identified through our multi-lingual advice and information service provision that there is great demand for an interpreting and translation services to be established.

The aims are:

- to provide an efficient and effective interpreting and translation service
- to raise awareness among service users about the availability, advantages and accessibility through professional interpreters and translators
- to ensure easy access to the service
- to identify the need for linguistic support
- to ensure cost effective services
- to improve the efficiency of the service

2) Roles and Responsibilities

Advising Communities will provide a professional and quality focused interpreting and translating service to both the agency/organisation requesting a service and the interpreter or translator delivering the service. Advising Communities will be the liaison for both parties and will ensure a seamless service is given.

An interpreter is needed when people do not share a common language. The interpreter's aim is to facilitate successful communication over linguistic and cultural boundaries. The interpreter is an essential link between the communicating parties, since the interpreter helps both parties to express themselves to the full extent of their mother tongue. Interpreters are expected to listen to both parties carefully and find appropriate and adequate words to render them into another language.

A translator is someone who converts the written word from one language to another. The goal of a translator is to have people read the translation as if it were the original. To do that, the translator writes sentences that flow as well as the original, while keeping ideas and facts from the original source accurate. They consider any cultural references, including slang, and other expressions that do not translate literally.

3) Disclosure and Barring Service Checks (DBS)

Advising Communities is committed to protecting vulnerable adults, children and young people to whom it delivers services and have a Disclosure and Barring Service Policy to support this. Advising Communities carry out DBS checks on all staff, volunteers, interpreters and translators. Equally, Advising Communities aims to be fair in its recruitment and employment practices and not to discriminate against ex-offenders. The policy can be requested.

4) Interpreters fees

Interpreting non-legal aid sessions: the fee for non-legal aid interpreting sessions is £20.00 per hour (minimum 1 hour and pro-rata for the following hours; e.g. if the session was 1 hour 15 minutes then the first hour would be £20.00 plus £5.00 for the additional 15 minutes).

Interpreting legal aid sessions: the fee for legal-aid interpreting sessions will be £12.50 per hour (minimum 1 hour and pro-rata for the following hours, e.g. if the session was 1 hour 15 minutes then the first hour would be £12.50 plus £3.12 for the additional 15 minutes).

Fees would be rounded up to the next 15-minute block e.g. if your session was 1 hour and 20 minutes then the first hour would be £20.00 and the next 20 minutes would be rounded to the next 15 minutes so it would be £10.00 for the additional 30 minutes, total fee £30.

5) Interpreters travel expenses

All interpreting travel expenses are reimbursed by the agency/organisation requesting the service. The interpreter's visit form should be completed and counter-signed by the agency's worker and returned appropriately within one week after the date of assignment.

Public transport expenses will be paid on the basis of a valid travelling ticket from the home address of the interpreter to the assignment's venue/destination. The interpreter must provide their travelling ticket in order to claim their expense.

Car expenses will be paid and calculated using HMRC's car allowance rate of 45p per mile.

Travelling time will be at a flat-rate fee of £10.00 if the interpreter's travelling time to the venue/destination is 2 hours or more.

6) Translator fees

Current fees for translation of basic written text is: £50 per 1000 words (£12.50 as a minimum fee for 250 words or less)

7) Consideration before an engagement is undertaken

When accepting work, the interpreter/translator must ensure that he/she has the necessary information to enable him/her to decide immediately whether he/she can accept the engagement, this should include:

- Availability - time, date, and place
- Language match - the language/dialect of the client
- Language competence - the interpreter/translator should, if enough notice is given, make what preparations are possible for specific vocabulary.
- Partiality - the interpreter/translator should ensure that he/she will be, and be seen to be, in a position of neutrality; for instance, interpreters/translators should not accept assignments involving relations or people they are closely involved at work or at home or in a situation where their partiality might be challenged without the prior consent of both clients.

8) Invoicing

All invoices for assignments should be raised within one week after the assignment. Please see invoice template to be used at the end of this document.

The invoice should be accompanied by the interpreter's visit form and travelling ticket. We will not process the payment without proof of travelling expenses incurred.

Payment will normally be made by BACs, special requests for cheques can be made if this is the preferred method of payment.

9) Code of Ethics

Interpreters engaged by Advising Communities will abide by the code of ethics and shall:

- a) Only undertake an engagement, which he/she is competent to accomplish in a satisfactory way. They shall only work in the language in which they have informed the service of their competence.
- b) Arrive punctually and in good time for an interpreting session.
- c) Interpret/translate truly and faithfully without anything being added or omitted.
- d) Interpret/translate only that what is said or written. Whatever is not said or written should not be interpreted or translated i.e. this is a verbatim service.
- e) Treat all information received or obtained as confidential and ensure not to take personal advantage.
- f) Intervene during an interpreting session, for the following reasons:
 - To ask for clarification if the conversation has not been fully understood
 - To point out if a client has not understood the message although the interpreting was correct; and
- g) Inform the Co-ordinator immediately and ask if the work may be delegated to another interpreter/translator, if for any reason the interpreter/translator cannot carry out an engagement, which he/she has accepted.
- h) Not delegate work accepted to another interpreter/translator, without the consent of the Co-ordinator, nor accept delegated work without the consent of the Co-ordinator.
- i) Not accept any form of reward other than the payment from the service.
- j) Always safeguard professional standards in every practicable way and shall offer each other reasonable assistance.
- k) Withdraw during the assignment if the interpreter's impartiality is jeopardised. This includes verbal abuse or aggression or racism or any other form of discrimination. The incident must be reported to the Co-ordinator or the responsible staff member so that he/she can deal with the matter.

10) Terms and Conditions

- a) Acceptance as an interpreter/translator by Advising Communities is *not* an employment. It is an engagement for which a fee will be paid.
- b) Persons engaged, as interpreters/translators will be required to read and abide by the 'code of ethics' before undertaking any work.
- c) It is a requirement that interpreters/translators are fluent in English and their chosen language and will be expected to read and/or write and/or speak both languages to a high standard.
- d) Interpreters and translators are required to be qualified and/or experienced in their work, with at least one qualification (for which a certificate must be provided) or at least 5 years of appropriate experience. The following levels of qualification are accepted:
 - Community interpreting
 - Degree in Interpreting Translation
 - Certificate in Bilingual Skills (CBS)
 - Diploma in Public Service Interpreting (DPSI) or Translation
- e) Interpreters/translators must have an understanding of the culture of the linguistic community that he/she interprets for.
- f) Interpreters/translators used by Advising Communities, through this service will act under the direction of the Co-ordinator and other responsible staff concerned and will conduct their duties in an impartial and unbiased manner.
- g) It is required that interpreters/translators keep certain records when undertaking work by using the 'interpreter's visit record' form. The interpreter's visit record form will be sent to the interpreter once agreed to take on the assignment.
- h) Interpreters/translators should notify changes of address, telephone numbers in writing to the Co-ordinator or other responsible staff.
- i) It should be noted that interpreters and translators engaged by Advising Communities, through this service, are considered as sessional workers for the purpose of the Inland Revenue. It is their duty to ensure they pay tax or NI.
- j) If the interpreter's/translator's performance or conduct is found to be not of the required standard, no further engagement will be offered.
- k) Advising Communities reserve the right, at its sole discretion, to change, modify, add or remove sections of these Terms of Conditions, at any time.

11. Data Protection Policy

Advising Communities is fundamentally committed to the privacy and confidentiality of personal and sensitive information. You can read our full GDPR compliant Data Protection Policy, and Privacy Statement by clicking [here](#).

12. Agreement

I have read this document and agree to work within these terms and conditions. I give permission for my personal information to be recorded and processed by Advising Communities in line with the GDPR.

Name of agency/organisation (print in capital letters)	
Name of signatory (print in capital letters)	
Signature	
Date	

INVOICE

Name
Address

Telephone

Advising Communities
The Foundry
17 Oval Way
London
SE11 5RR

Invoice No:

Date:

Assignment date	/ /
Assignment Type (interpreting or translating)	
Language	
Number of hours interpreted or Number of words translated	
Total cost As per fees	
Travelling Expenses (oyster, bus or train ticket)	
Travelling time (If 2 hours or more - £10 flat rate)	
TOTAL	

Bank account details for payment:

Account Name:

Account Number:

Sort Code:
