

# Translation and Interpreting

Standard Terms and Condition



[www.bristol.gov.uk](http://www.bristol.gov.uk)

**Employment Status:** As a casual worker you are offered work by the TIS on an ad hoc basis. As an employee, payroll will deduct income tax and national insurance from fees paid to you.

**No Guaranteed Number of Bookings:** TIS cannot guarantee you a set number of bookings or number of hours for any period. The amount of work allocated depends on the demand for languages from our customers and a number of other factors e.g. your availability, time-keeping and performance **[Allocation Policy]** . Please refrain from contacting the TIS regarding the amount of work you have received. TIS will contact you when your services are required.

Your use of the TIS services for the supply of translations and interpreting services is subject to the terms and conditions set out below.

We reserve the right to supplement or amend these at any time. If you do not accept these Terms, you must refrain from using any of the services provided by TIS.

TIS will send an acknowledgment booking containing details of the booking for the service provider to check.

Terms and conditions apply once we've received a booking request **and** o an acknowledgement of the booking has been sent by TIS.

TIS translators and interpreters are bound by Bristol City Council's *Code of Conduct* in addition to the TIS *Code of Practice* and *Code of Ethics*.

The TIS **will not** take responsibility for any assignments that you arrange directly with an interpreter until we have received a booking request.

Interpreters who give out their personal contact details as a means of self-promotion are in breach of TIS Code of Conduct.

TIS will send an Interpreter confirmation to the service provider containing the name of the interpreter attending the interpreting assignment.

If TIS is unable to provide an interpreter from its register then they will source from a selected agency. Service providers will be advised of any additional costs before the booking is confirmed.

By accessing and or using the web form, and or using the phone or email to request an interpreter, you acknowledge that you have read and accept the Terms and agree to be bound by them.

These Terms may be amended at any time without notice.

The role of the interpreter excludes the written translation of any text and is confined to spoken dialogue only.

### **Quotations**

Fees quoted by BCC TIS shall be considered contractually binding and valid for acceptance for three months only.

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

A double booking created as a result of the customer making more than one booking request may be charged.

Customer should ensure that the interpreter is not left alone with the service user; neither should the interpreter enter a property without the service provider being present. The service provider should arrange to meet the interpreter outside the address before the assignment.

### **Bookings**

Bookings must be made in writing using the web form on the source (internal only), using the phone or email.

Where ever possible, you must provide at least 7 working days' notice for interpreter bookings. Two weeks for BSL bookings'

In the event of an emergency booking, you may contact us by phone and we will use all reasonable efforts to provide you with an interpreter.

All booking requests are subject to availability and confirmation by us. We make no guarantee that the interpreting service requested will be available, or that a specific interpreter can be allocated to you in accordance with your request.

TIS encourage customers to avoid requesting specific interpreters where possible, such requests:

- Limits TIS ability to supply an interpreter, particularly for urgent requests
- May not result in allocation of the most highly qualified interpreter available.
- Quality of service should be the same when interpreting principals are adhered to.

In exceptional circumstances, TIS may agree to fulfill a customers' request for a specific interpreter. However, the client must first demonstrate what exceptional circumstances apply to warrant allocation outside of normal policy.

If we decline a specific interpreter request, we will offer you the next highly qualified interpreter available for your booking time.

TIS will not agree to allocate a specific interpreter if the customer is unable to demonstrate or evidence a history or continuity of care or service.

A Council Officer / member of staff from the external organisation must be present at all bookings. The interpreter must, on no account, be booked to attend an appointment alone with the service user.

Remember that the interpreter is there to facilitate communications between you and the service user.

Members of your client's family, including children, should not be used as interpreters as this does not maintain confidentiality of the information that the service provider is providing of the advice you are imparting.

### **Short Notice Bookings**

Whilst we ask you to give us 7 working days' notice or more, if you have to make an emergency booking and you need an interpreter quickly, please contact us. We will take the booking details. And will try our best to find someone for you.

Please remember, it may not be possible to get hold of anyone immediately as interpreters often have prior commitments.

### **Out of Office Hours Bookings**

Bookings for appointments in the evenings after 1800 and on the weekend will be charged at the emergency rate.

### **Booking at Locations a Distance from the City Centre**

BCCTIS currently does not pay our interpreters travel time for Bristol based assignments. However, if the venue for your booking is a distance from central Bristol or the interpreter's home address in Bristol, then in order to get an interpreter to accept the booking, we may need to ask you to pay the interpreter for travel time. This will be discussed with you at the time of taking booking request. Travel time is paid at £10.00 per hour.

### **Booking Time**

The interpreter is always paid for the full duration of the *booked job time* even if they are released sooner than the official end time on the timesheet.

### **Timesheets**

At the end of each assignment, the service provider shall sign BCC TIS timesheet verifying the hours attend by the interpreter during the assignment.

### **Notice**

You must give the TIS at least 2 clear working days' notice in order to qualify for the pre-booked rate.

### **Cancellations**

Once a request for an interpreter has been received, any cancellations relating to such bookings must be communicated personally to a member of the TIS.

Once an interpreter has been booked, this time slot has been "purchased" and if it is cancelled any time up to 2 clear working days before the assignment date, then cancellation fees will apply.

Customers may cancel their interpreting booking without incurring a cancellation fee at any time up to 2 clear working days before the date of the interpreting assignment.

The following cancellation charges apply:

#### **Language Bookings**

If an assignment is cancelled with more than 2 clear working days' notice, there will be no cancellation charge.

If an assignment is cancelled with less than 2 clear working days' notice, a 100% charge will apply.

Same day cancellation - The customer will be charged travel cost if the

interpreter was on route to their assignment. If the interpreter has commenced their journey to the interpreting assignment, or is already at the venue the cancellation fee and travel expenses will apply.

If the interpreter attends a booking and the customer did not attend or the client did not attend, the booking will be treated as same day cancellation.

If the interpreting assignment runs for less than the booked time, the interpreting charge payable is for the number of hours booked.

### **BSL Bookings**

For BSL assignments where a freelance interpreter has been booked, a 100% charge may apply to cancellations with less than 2 weeks' notice.

If the interpreter arrives at an assignment and the Service Provider fails to arrive for whatever reason, this shall be treated as a cancellation. In these circumstances, the interpreter will endeavor to make contact with BCCTIS to establish if the assignment is still able to continue. If no contact can be established, the interpreter will wait for no more than 30 minutes before leaving. Full fees and reimbursement will be applicable in these circumstances.

We will always inform you when we become aware if there is a problem at our end.

If you have a problem, or need to cancel the appointment, please contact BCCTIS.

### **Re-arranging a booking request**

An original booking where the date and time has been changed is treated as a cancellation. Changes to dates and times of an original booking can be made up to 2 clear working days prior to the job date without incurring a cancellation charge.

### **Last Minute changes in venues**

Changes in the venue of a pre-booked appointment can be problematic. Interpreters who have been allocated to your booking (pre-booked) make decisions about which jobs they can accept depending on the assignment address of interpreting jobs and take into account time travelling time etc.

If you contact BCCTIS at the last minute to change the venue, the

interpreter allocated to the job may no longer be able to keep the booking, as it may not fit into their timetable for that day and not been able to accept any other bookings.

Last minute change to venue where the interpreter is no longer able to attend will be chargeable in full. This is because the interpreter needs to be compensated for the time that they have held the appointment in their diary. They would not have been able to accept any other booking.

## **Travel**

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.

Where travel arrangements are made by the Service Provider, these shall be such as to ensure that the interpreter arrives sufficiently rested to fulfill the assignment to the expected standard.

## **Preparation Materials.**

The client shall provide the interpreter with relevant information and preparatory material in the form of background documentation, in good time, preferably two weeks in advance of an assignment in order to ensure provision of quality service.

If it is not possible to provide preparatory materials, and the interpreter requests such, the Service Provider should arrange for a briefing meeting or to provide as much information as possible about the nature of the assignment.

The interpreter outside the context of the assignment shall not disclose information contained within preparatory materials. The interpreter shall be responsible for their safe keeping and immediate return to the service user at the end of the assignment.

## **Recordings**

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.

## Unfair Competition

Where the Service Provider acts as an intermediary and introduces the Interpreter to a third party by way of business, the Interpreter shall not, approach the said third party for the purpose of soliciting work.

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 Service User 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 advertising or
- The third party is seeking interpreters on the open market.

## BSL (British Sign Language) Interpreting BSL Bookings

Where ever possible, please provide at least 7 working days' notice for interpreter bookings.

## Working Conditions

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.

For English to BSL interpretation the Service User 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 users 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.

## **Travel Time**

Travel time for BSL will vary.

## **Co Working**

BSL bookings lasting longer than 60 minutes of continuous interpreting will require a Co-worker. For example: workshops, meetings, lectures, presentation, multi-agency meetings.

## **Preparation**

Please endeavour to give interpreters any preparation material prior to the assignment date, e.g. speaker notes, PowerPoint presentation, scripts, songs etc.

## **Working Hour**

The working hours will be agreed upon at the time of booking.

Out of hours rates will apply.

Interpreters should not be asked to work for extended periods of time. The customer should ensure that interpreters are given the opportunity for short breaks of at least 15 minutes if the assignment is running longer than 90 minutes.

Interpreting can be very demanding and interpreters should be provided with sufficient breaks to eat and rest.

No demands shall be made on the skills of the interpreter during rest breaks.

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 (Allocation Policy may apply).

If the interpreter consents to the above, additional fees shall be paid in accordance with TIS charging policy.

Please note that we are currently unable to accept bookings after 16:30 on normal working days, 16:00 on Friday.

For bookings happening after 18:00 during the weekdays, at weekends and on bank holidays, the emergency rate will apply.

### **Working Day**

A clear working day is defined as 08.00 to 18.00 Monday – Friday.

### **Charges**

Interpreting services are supplied at an hourly rate. The minimum booking is 1 hour and any time over the initial booking will be charged in ¼ hour increments.

BSL interpreting services are supplied with a minimum booking of 2 hours. Any time over the initial 3 hour booking will be charged in ¼ hour increments.

NRPSI interpreting services are supplied with a minimum booking of 3 hours. Anytime over the initial 3 hour booking will be charged in ¼ hour increments.

Any quotation for interpreting is an **estimate only**. We will charge for any reasonable expenses incurred by the interpreter in connection with the assignment.

We charge £10 per hour for travel time on assignments outside of Bristol, or when external interpreters have to travel into Bristol. We will endeavor to check this with customers at the time of booking, but it is the customer's responsibility to get in touch with us in plenty of time before the assignment with any queries.

For full details about our travel expenses please visit [www.bristol.gov.uk/tis](http://www.bristol.gov.uk/tis) for our charging policy.

### **Specific Interpreter Requests**

BCC TIS strongly encourages customers to avoid requesting specific interpreters where possible.

**Please refer to the Allocation Policy for more details.**

### **Monitoring & feedback**

Achieving a high quality interpreting service will involve feedback from users of the service.

Feedback is used in conjunction with the Allocation Policy to ensure we provide

you with the best interpreter available.

- Punctuality and Performance
- Professionalism
- Handling of difficult words and terms
- Making an effort to be accurate and courtesy.

We send monitoring forms along with the confirmation documents for every assignment. We ask our customers to complete and return these to us whenever possible. More generally, we value and encourage customer feedback about our translators and interpreters, be it positive or negative.

Please, kindly provide a narrative for feedback scores of 2 and below.

### **General**

TIS will endeavor to clarify any ambiguity on the booking form, but is under no obligation to correct any mistakes on booking forms or any material submitted by the customer.

Double-bookings created as a result of the customer supplying more than one booking form may be charged.

### **Guidelines**

Interpreters should not be asked to work non-stop for extended periods of time. For assignments longer than 1 hour, service providers should ensure that interpreters are offered a short break at least once every half an hour.

Interpreters should not be left alone with service users and are trained not to enter a private property without a service provider. This is supported by Bristol City Council's *Lone Working Policy*. When attending a private property, it is normal practice to meet an interpreter outside the address before the assignment.

### **Applicability and Integrity**

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.

Working Day - 0800-1800 Monday to Friday

Anti-social Hours - 1800-0800

**Bank Holiday/Public Holidays do not constitute working days.**

### **Thank you**

Thank you for supporting the Translation and Interpreting Service. We trust that your experience with us was professional, timely and of value to your organisation.

### **Contact us:**

[T] Booking Line 0117 9036400

[E] [tis@bristol.gov.uk](mailto:tis@bristol.gov.uk)

[E] [BCCTIS@bristol.gcsx.gov.uk](mailto:BCCTIS@bristol.gcsx.gov.uk)

[W] [bristol.gov.uk/tis](http://bristol.gov.uk/tis)

[A] Translation and Interpreting, (100TS/4/N), PO Box 3176, Bristol City Council, Bristol, BS3 9FS

# Translation and Interpreting Cancellation Policy



[www.bristol.gov.uk](http://www.bristol.gov.uk)

- VAT will be added for non-Bristol City Council individuals or organisations
- The word “day” means **one clear working day**
- “Pre-booked” means more than 2 days’ notice
- “Emergency” means less than 2 days’ notice
- The minimum booking for most languages interpreting is 1 hour – additional time after the first hour will be charged in ¼ hour increments.
- Unsociable hours’ assignments 18:00 to 08:00 (i.e. early mornings, evenings, weekends or public holidays) are charged at the emergency rate.
- The minimum booking for BSL is 3 hours – additional time after the first hour will be charged in 1 hour increments.

Our Cancellation Policy is designed to be fair to our customers, interpreters and translators. We understand that customer plans may change at any time. Equally, we have a responsibility to our interpreters and translators to ensure they are not inconvenienced or incur losses or lose work by accepting booking with BCCTIS which are subsequently cancelled by the customer or service user at short notice. *Interpreters may have cancelled or rearranged other commitments or refused other work because they have committed to a booking you have made.*

## **INTERPRETING CANCELLATIONS**

Once a request for an interpreter has been received, any cancellations relating to such bookings must be communicated personally to a member of the TIS.

Once an interpreter has been booked, this time slot has been “purchased” and if it is cancelled any time up to 2 clear working days before the assignment date, then cancellation fees will apply.

Customers may cancel their interpreting booking without incurring a cancellation fee at any time up to 2 clear working days before the date of the interpreting assignment. A 100% charge will apply.

The following cancellation charges apply:

### **Interpreting Bookings**

If an assignment is cancelled with more than 2 clear working days’ notice, there will be no cancellation charge.

If an assignment is cancelled with less than 2 clear working days’ notice, a 100% charge will apply.

Same day cancellation - The customer will not be charged travel cost if the interpreter was not on route to their assignment. If the interpreter has commenced their journey to the interpreting assignment, or is already at the venue the cancellation fee and travel expenses will apply.

If the interpreter attends a booking and the customer did not attend or the client did not attend, the booking will be treated as same day cancellation.

If the interpreting assignment runs for less than the booked time, the interpreting charge payable is for the number of hours booked.

### **Re-arranging a booking request**

An original booking where the date and time has been changed is treated as a cancellation.

Changes to dates and times of an original booking can be made up to 2 clear working days prior to the job date without incurring a cancellation charge.

### **BSL CANCELLATIONS**

Once a BSL interpreter has been booked, this time slot has been “purchased” and if it is cancelled any time up to 2 weeks before the assignment date, then cancellation fees will apply

For BSL assignments where a freelance interpreter has been booked, a 100% charge may apply to cancellations with less than 2 weeks’ notice.

If the interpreter arrives at an assignment and the Service Provider fails to arrive for whatever reason, this shall be treated as a cancellation. In these circumstances, the interpreter will endeavor to make contact to establish if the assignment is still able to continue. If no contact can be established, the interpreter will wait for no more than 30 minutes before leaving. Full fees and reimbursement will be applicable in these circumstances.

We will always inform you when we become aware if there is a problem at our end.

If you have a problem, or need to cancel the appointment, please contact and BSS TIS.

**All interpreting cancellations must be communicated in a phone call so that a member of TIS staff can confirm the cancellation.**

**Cancellations by email are discouraged.**

### **Last Minute changes in venues**

Changes in the venue of a pre-booked appointment can be problematic. Interpreters who have been allocated to your booking (pre-booked) make decisions about which jobs they can accept depending on the assignment address of interpreting jobs and take into account travelling time etc.

If you contact BCCTIS at the last minute to change the venue, the interpreter allocated to the job may no longer be able to keep the booking, as it may not fit into their timetable for that day and not been able to accept any other bookings.

Last minute change to venue where the interpreter is no longer able to attend will be chargeable in full. This is because the interpreter needs to be compensated for the time that they have held the appointment in their diary.

## **TRANSLATION CANCELLATIONS**

Once a request for a translation acknowledges and estimated delivery date has been provided, any cancellations will incur a fee.

- 50% of the translation fee will apply if cancelled within 1 working day of the acknowledgment sent.
- 100% of the translation fee will apply if cancelled after the first working day of the acknowledgment being sent.
- All translation cancellations must be communicated in an email.

Table of Cancellation Charges

For terms & conditions please visit

[www.bristol.gov.uk/TIS](http://www.bristol.gov.uk/TIS)