

TERMS & CONDITIONS TEMPLATE (INTERPRETERS)

WASLI provides this template as a guide for interpreters when drawing up their terms and conditions for providing their services.

WASLI takes no responsibility for any contractual arrangement made with an individual interpreter.

WASLI recommends that all business arrangements, terms and conditions are discussed, agreed and clearly set-out before any work is offered, accepted or undertaken.

WASLI thanks ASLI UK for providing a template that could be amended for IS interpreter use.

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Terms and Conditions of Business - A suggested template

1. Definitions

Interpreter shall mean the person who performs the act of interpreting spoken, written, 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.

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.

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- 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, or enable mitigation against, any conflicts 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 WFD-WASLI Code of Conduct states 'You should only undertake assignments for which you have the appropriate qualifications, competence and experience'
- 3.6 The Interpreter should be informed of the language combination required for the assignment, including whether live captioning/subtitling will be provided and in which language(s).

4. Interpreting 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 assignment who their co-workers will be. They should also be made aware if the co-worker is with WFD-WASLI a Pre-Accredited or Accredited interpreter.
- 4.3 Co-workers should be Accredited in the first instance, with Pre-accredited interpreters working in teams with Accredited interpreters.
- 4.4 Where three or more Interpreters are engaged for an assignment, one Interpreter shall be designated Team Leader, and will be an Accredited interpreter.
- 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
 - The Team Leader may organise the team and not be an Interpreter for the assignment
- 4.6 Teams may be arranged in language pairs (IS<>EN, IS<>SP, etc.) or in booth teams (EN, SP>IS, IS, SP> EN, IS, EN>SP).
- 4.7 No persons who are not members of the Interpreting Team may be used as Interpreters to complement the Interpreting Team.

5. Working Hours

- 5.1 A working day shall comprise no more than six hours during which interpreting will be required. This will comprise of no more than two slots of three hours continuous work.

5.2 Interpreters shall be given a midday rest period of at least one hour.

5.3 If an Interpreter has agreed to work alone, they 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 of the Interpreter during rest periods or breaks.

5.5 If, in the course of an 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 7.4.

5.7 If interpreting services are required for a continuous period of more than six 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 and Allowances

7.1 All fees and allowances shall be freely negotiated and confirmed in writing, including subsistence, travel and accommodation allowances (see 8).

7.2 All fees and allowances will be paid in full no later than 30 days following receipt of the invoice.

7.3 Late payments may incur an administration fee X^1 , plus interest at $X\%^2$ over base rate 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.

^{1,2} This may be legally stipulated (as in the UK [see here](#)) even so this should be stated here

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- 7.4 Fees shall be charged on the basis of a full day, or half day in the case of a period of three 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 **X¹**.
- 7.5 A supplementary fee for working unsociable hours shall 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.
- 7.6 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.
- 7.7 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.
- 7.7 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.
- 7.9 Where travel to and from the Interpreter's normal place of residence is longer than six hours a rest day will be required and will be remunerated at the same rate as working time.
- 7.10 Charges for remote working will remain the same as face-to-face work.

8. Travel and 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 an agreed time before the start of the assignment and does not have to leave prematurely.
- 8.3 Where travel 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.
- 8.4 Where the travel 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.

¹ The hourly rate should be stipulated here

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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.

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, 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 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 notice Full Fee
 - 6 to 10 working days' notice Half Fee
 - 11 or more working days' notice No Fee

10. Substitution of Interpreters

- 10.1 Substitution shall only be permitted in agreement with the Client. In such circumstances the original Interpreter must find a suitable Interpreter substitute.
- 10.2 The Client shall accept a suitable Interpreter substitute, who will be engaged on the same terms as the original Interpreter had previously agreed.
- 10.3 The Client will notify any other parties as appropriate.
- 10.4 Acceptance of the substitute Interpreter by the Client shall discharge the original Interpreter from any further liability.

11. Unavoidable Circumstances

11.1 The Interpreter undertakes to notify the Client at the earliest possible opportunity if they are prevented from undertaking an assignment, or if performance is frustrated 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/her 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 and/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 48 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 NRCPDs code of conduct.

13. Working Conditions

13.1 For IS to spoken language 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(s) and television monitor(s), for the sole use of the Interpreter(s) (see ISO standard X).

13.2 For spoken/scrolling written language to IS 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 see the speaker, 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, and/or a television monitor for live subtitling for the sole use of the Interpreter (see ISO standard X).

If this is not possible, the Client shall ensure that the speaker's voice or film/video soundtrack and live subtitling is in any case clearly conveyed directly to the Interpreter without interfering sound or visual noise (see ISO standard X).

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 appropriate standards (see ISO standard), the interpreter reserves the right to withdraw from the booking and the client will be charged.

14. Recordings

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.

14.2 In accordance with international law, the live performance of conference interpreters is protected. Recordings, which are intended for broadcast or publication, may incur an additional fee. This may be a one off fee or might be a percentage of sales or both as agreed in a written contract between the Client and the Interpreter.

15. Complaints and 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.

16. Responsibility and Liability

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

16.2 The Interpreter shall 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 and 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.