

Terms & Conditions of Service for Interpreting Assignments - Updated 11th June 2019

Preamble - Who I am

To make this document easier to read, the term 'the interpreter' shall be used throughout to refer to Tom Pearson who is trading as Tom Pearson Interpreting Services, and any other interpreters sub-contracted by Tom Pearson Interpreting Services for an assignment.

Preamble - Who you are

Throughout this document the term Client is used when referring to the individual, organisation, charity, business, and/or other entity which instructs, directs, employs, contracts, sub-contracts, pays, hires, buys from, and/or places a booking with Tom Pearson Interpreting Services

1 Contract

1.1 Any assignment for which the Interpreter is commissioned should be confirmed in writing, by way of a written contract. The contract should contain these Terms and Conditions or agreed variations to these terms.

1.2 Where this does not occur, the Interpreter may accept an assignment on the basis of a verbal contract, in which case these Terms and Conditions will be deemed to apply.

1.3 Where an Interpreter's services have been contracted 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 (see section 2 for further information).

2 Fees and Payments

2.1 Fees quoted in respect of an assignment, in full knowledge of the contents and conditions, will be valid for that particular assignment only and be considered contractually binding.

2.2 The hourly, half day, and/or full day rate may be subject to change if the assignment is of a particularly specialist nature, or if it occurs during unsociable hours. In this instance, the Client will be informed in advance and these fees agreed upon prior to the assignment.

2.3 Where an agreed flat rate, half day or full day fee isn't used, short duration fee may be used. When a flat rate, call out fee, half day rate, or full day rate is not used a minimum fee for an assignment will be charged at 3 hours, unless otherwise agreed. This will be payable where an assignment lasts up to 3 hours, or part thereof. Additional hours, or part thereof, will be charged at the standard hourly rate, or the agreed half day or full day rate. Where the interpreter is required more than 7 hours, and a day rate has been agreed, additional hours will be charged at the standard hourly rate and rounded to the nearest half hour.

2.4 Where the Interpreter is required to work for a longer period than contracted, additional hours or part thereof will be charged at the standard hourly rate, or, if up to 7 hours, the full day rate.

2.5 The Interpreter shall be entitled to charge for time incurred on behalf of the client, this includes travel time. Travel time is usually defined as from when they leave their normal residence, to when they arrive back, but may be an alternative departure location or destination at the associates discretion. If travelling starts or continues before or after the day(s) of the assignment then that time is charged also. If the associate is staying away from their normal residence then charging will stop either at the commencement of dinner if no work is required or discussed over dinner, and recommence after

breakfast so long as no work is required or discussed between these times. In some circumstances, where the associate may arrive at the destination and time is their own, and no work is required or discussed, then the associate may stop charging until the next trigger point they deem reasonable. Similarly, when an associate is no longer required to work, but is away from their normal residence, or chosen destination, they may, at their discretion, stop charging until return travel commences or work is again required.

2.6 The Interpreter shall be entitled to claim all expenses associated with the assignment, including, but not limited to, travel, accommodation, car parking, and subsistence. The Interpreter will operate within the following charge and recharge guidelines unless special arrangements are otherwise made in writing with the Client:

- Mileage: 45p per mile
- Tolls: at cost
- Public transport inc taxis: at cost
- Subsistence: at cost, up to £35 per day while away from home/their office(s) for the Client for any period of time. The following breakdown of subsistence costs is provided purely for illustration purposes, in order to give Clients a rough guide of how £35 might be costed out in an example day:
 - Lunch: Up to £10 per person per day
 - Dinner: Up to £20 per person per day
 - Incidental subsistence: £5 per day
- Overnight accommodation outside London: At cost, up to £150 per person per night including breakfast
- Overnight accommodation within London: At cost, up to £200 per person per night including breakfast
- Where the Client has booked accommodation but the Interpreter is required to settle the bill upon check in/check out, that rate will be recharged to the Client regardless of the recharge guidelines.

2.7 Payment of invoices shall be within 30 days, unless otherwise agreed.

2.8 Interest shall be automatically applied at 8% plus the Bank of England's base rate (or at such a rate as is determined by statute, the latter prevailing), to all overdue sums from the first date on which they become due until they are paid in full. Overdue invoices with a debt of up to £999.99 will incur a fee of £40, debts of £1,000 to £9,999.99 will incur a fee of £70, and debts of £10,000 or more will incur a fee of £100. Interest and late payment compensation is charged under the Late Payment of Commercial Debts [Interest] Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002. Find out more at: <https://www.gov.uk/late-commercial-payments-interest-debt-recovery> If an invoice is unpaid when it comes due it may be passed to a solicitor, collection agency, or similar the next working day.

3 Cancellation

3.1 If a confirmed assignment is cancelled or curtailed, for reasons for which the Client is responsible, the Client will be liable for payment of a cancellation fee (according to Clause 3.2). Any expenditure incurred as agreed in the contract and any additional expenditure incurred as a result of the cancellation shall also be reimbursed.

3.2 Any cancellation fee shall be understood as agreed between the parties, as per this document, upon acceptance of the assignment and shall be determined payable to the Interpreter in relation to the time between notification of cancellation and the start date as follows:

0 - 7 days notice: 100% of agreed fee. 8-14 days notice: 50% of agreed fee. 14+ days notice: no fee.

3.3 The Interpreter undertakes to notify the Client at the earliest opportunity if he is prevented from undertaking an assignment or if performance is frustrated by unavoidable circumstances. He will attempt to assist the Client in finding a replacement interpreter, where appropriate.

3.4 In giving such notice the Interpreter shall relinquish any right to remuneration for any uncompleted part of the assignment and the reimbursement of any expenses, except those already irrecoverably incurred, or necessarily incurred in returning the Interpreter to his normal place of residence by suitable means

4 Preparation material/information

4.1 Upon confirmation, full details of the assignment should be provided to the Interpreter, including location of the assignment, start and finish times and contact details. The Client shall provide the Interpreter with as much information as possible about the nature of the assignment, participants and content of the assignment, including numbers of hearing people expected; numbers of Deaf people expected; style/formality, dress code, lecture notes/presentation material and any performance items; the aims, objectives, and expected/desired outcomes.

5 Working conditions

5.1 If an assignment requires interpretation for longer than 45 minutes or this is anticipated; the assignment is of a specialist or high intensity nature; or will include multiple participants contributing in quick succession, two Interpreters will be required. This will ensure the quality of the interpretation is maintained, whilst protecting the Interpreter's health and safety and his future well-being. The co-working interpreters will support each other throughout the assignment, ensuring that a high quality service is maintained.

5.2 Where the Interpreter is working alone, regular breaks will be required to ensure the quality of interpretation is maintained and to protect the Interpreter's health and safety and his future well-being

5.3 The Interpreter will abide at all times by the Code of Ethics and Guidelines for Professional Conduct set down by the National Register of Communication Professionals with Deaf and Deafblind people (NRCPD). Copies of this Code are available on request.

5.4 No audio or video recordings of the Interpreter's work should be made without prior consent, except where such recording is required for legal purposes. Recording of the Interpreter's work for broadcast or publication may incur additional costs.

5 Privacy

The Interpreter will collect and process personal data in accordance and compliance with the General Data Protection Regulation ((EU) 2016/679) ("GDPR"), Data Protection Act 2018, any other national implementing laws, regulations and secondary legislation, and any successor legislation to the GDPR or DPA 2018.

Personal data may be received direct from the data subject, via automated technologies, or via a third party, such as an agency, where applicable.

For information relating to personal data collected via automated technologies and online refer to the privacy policy at pearsonbsl.com A link to the privacy policy and cookie policy can be found in the website's footer.

Personal data will only be used for the purposes for which it was collected, unless The Interpreter reasonably considers that it needs to be used for another reason and that reason is compatible with the original purpose.

The Interpreter may process personal data without your knowledge or consent, in compliance with GDPR and other relevant legislation, where this is required or permitted by law.

The Interpreter may transfer data outside of the European Economic Area (EEA) but only where there are assurances that transfers meet all legal requirements. For instance, The Interpreter uses Google Workspace for administration and communication and The Interpreter uses Wave and Xero for accounting.

Portable devices on which personal data may be stored are encrypted, and access is secured.