



Recommended Model General Terms of Business for commissioned Interpreting Work

In this document: No part of any numbered clause shall be read separately from any other part. Section headings are provided for convenience of reading only and shall be ignored for the purposes of ascertaining meaning.

Definitions

1. Interpreter shall mean the provider of the service. Client shall mean the buyer of the service; the Client can be the organiser of the event, an agency or any other person who will sign the Contract. Event shall be a meeting, a conference or any other gathering at which Interpreters are required.

Integrity

2. Interpreters shall be morally and legally responsible for the integrity of their work, in accordance with the Institute's Code of Professional Conduct.

They shall in all circumstances endeavour to give a faithful rendering of the original communication without deliberate addition or omission, except where additional explanation may be necessary to make clear cultural differences or resolve ambiguities or multiple nuances of meaning, resisting any pressure to do otherwise.

The Client shall undertake to keep the Interpreter harmless from any claim for infringement of copyright or any other intellectual property rights and likewise from any legal action including defamation which may arise as a result of the act of interpreting.

Confidentiality

3. Interpreters shall at no time disclose to any third party any information not in the public domain which comes to their knowledge as a consequence of an interpreting assignment.

Services provided

4. 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 of business.

They shall not without express agreement confirmed in writing at the time include any additional services.

If an Interpreter is in exceptional circumstances required and accepts to undertake written translation work, such

translation work shall be undertaken as a separate contract in accordance with the Institute of Translation and Interpreting Model General Terms of Business for Commissioned Translation Work 1999.

Contract

5. All assignments shall be confirmed by a written Contract between the Client and the Interpreter, signed by both, which shall include these terms of business and any variants explicitly agreed.

If any 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 business shall be deemed to apply.

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:

- organisation of the work of Interpreters at the event,
- 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.

Teams

6. Where an assignment requires continuous interpreting for any period of more than three quarters of an hour, a team of a minimum of two Interpreters shall be engaged to provide the interpreting service.

As an exception to the above, one Interpreter alone may be responsible for all interpreting services in the assignment if this is explicitly accepted by the Interpreter in writing.

Where more than two Interpreters are engaged for an assignment one Interpreter shall be designated team leader.

This team leader shall be responsible for organising the work of the interpreting Team and all liaison with the Client.

Additional fees may be agreed in advance for this additional work.

No persons who are not members of the Team may be used as Interpreters to

complement the Team, or otherwise make use of the interpreting equipment used by the Team.

Working hours

7. A working day shall comprise no more than eight hours time during which interpreting will be required, and no more than two hours travel time.

Interpreters shall be given a morning break, one midday break of at least 1 hour and one afternoon break.

No demands shall be made on the skills of the Interpreter during the 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 period on subsequent days.

If the Interpreter consents to the above, additional fees shall be paid in accordance with Clause 9.

If interpreting services are required for a continuous period of more than 10 hours, a second team shall be organised and the work shall be shared equally between the two teams.

If an Interpreter has agreed to work solo he/she shall be given adequate opportunity for breaks, ideally one 10 minute break every hour.

Quotation

8. 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.

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

Fees

9. All fees and allowances shall be freely negotiated and paid in full following receipt of an invoice, not later than 30 days after the end of the event.

Fees shall be charged on the basis of a full day, or half a day in the case of a period of less than four hours including travel time in any one morning or afternoon.

Where travel between the Interpreter's normal place of residence and an assignment by the means agreed between the parties cannot reasonably be completed within the same day or days as the assignment, travel time shall be remunerated as above at the same rate as working time.

A supplementary fee for working unsociable hours shall be agreed between the Interpreter and the Client in advance for assignments between the hours of 8 p.m. and 7 a.m., including travel time, or at weekends or on public holidays.

A supplementary fee shall be negotiated where an Interpreter is required from the outset to work longer than the working day defined in Clause 7.

Travel and accommodation

10. Arrangements for travel and accommodation shall be the responsibility of either the Client or the Interpreter, as agreed before acceptance.

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 Client, these shall be such as to ensure that the Interpreter arrives sufficiently rested to fulfil the assignment to the expected standard.

The arrangements made shall be accepted in writing by the Interpreter.

Where travel arrangements are made by the Interpreter, the Interpreter shall seek to obtain travel and accommodation at a reasonable cost compatible with satisfactory performance of the assignment.

These arrangements shall be accepted by the Client in writing and any expenditure incurred shall be reimbursed to the Interpreter within no more than 30 days. 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.

Cancellation

11. If an accepted assignment is curtailed or cancelled either wholly or in part, or performance of the assignment is frustrated for reasons for which the Client or the Client's principal is responsible, the Client shall be liable to payment of a cancellation fee according to Clause 12.

Any expenditure incurred as agreed in the contract and any additional expenditure incurred as a result of the cancellation shall also be reimbursed.

However if 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.

12. Any cancellation fee shall be agreed between the parties prior to acceptance of the assignment and shall be determined in the light of

- a) the time between the notification of cancellation and the expected start date,
- b) the period of time between acceptance of the assignment and the expected start date of the assignment, and
- c) the expected length of the assignment.

Substitution of Interpreters

13. Substitution shall only be permitted in documented circumstances of unavoidable circumstances.

In such circumstances, and if the Interpreter has agreed in advance in writing to do so, the Interpreter shall endeavour to find a suitable substitute.

The Client shall reasonably accept this substitute, who shall be engaged on the same terms as the Interpreter had previously agreed with the Client.

Acceptance of the substitute by the Client shall discharge the Interpreter from any further liability.

Unavoidable circumstances

14. The Interpreter undertakes to notify the Client at the earliest possible opportunity if he/she is prevented from undertaking an assignment or if performance is frustrated by unavoidable circumstances.

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.

Where an Interpreter is engaged on an assignment and is as a result of unavoidable circumstances unable to continue and unable to return to his or her normal place of residence, the Client shall be responsible for making arrangements for this and for reimbursing any expenditure and any loss of remuneration incurred.

Preparation

15. The Client shall provide the Interpreter with suitable information in the form of background documentation (programmes, agendas, minutes of previous meetings, reports, brochures, case documents, affidavits, purpose of meeting, names of participants, etc.), where possible in all the languages in use at an event, in good time and preferably two weeks in advance of an assignment in order to ensure provision of a quality service.

If this is not possible, or if it is in any case desirable, the Client shall arrange for a briefing.

Attendance by the Interpreter at such a briefing shall be paid as working time.

16. Copies of:

- the texts of any prepared statements or presentations
- slides or other materials which will be read out or referred to by speakers in the course of an assignment
- the scripts of any videos or films shown shall be supplied to the Interpreter by the Client beforehand, not less than 24 hours in advance.

No information in such materials shall be disclosed by the Interpreter outside the context of the assignment, and the Interpreter shall be responsible for their safekeeping and immediate return to the Client at the end of the assignment.

Working conditions

17. The Client shall ensure that speakers are fully visible to the Interpreter and that they are sufficiently near to be clearly heard.

If this is not possible, the Client shall ensure that the speaker's voice or film/video soundtrack is in any case clearly conveyed directly to the Interpreter without interfering noise. Simultaneous interpreting equipment shall conform to current ISO and CEI standards.

The Client shall ensure that all the parties and their signing spaces can be seen directly in the case of sign language interpreting.

In non-signed interpreting the speaker should be 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.

Sight translation

18. Where it is unavoidable that an Interpreter should make a sight translation of a document, the Interpreter shall not accept any liability for the accuracy of that translation, and no transcript of the sight translation shall be used to serve as a translation of the document.

Recordings

19. No record of an Interpreter's work shall be made without the Interpreter's written consent, except where such recording is normal in legal proceedings.

Complaints

20. Any complaint 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.

21. Complaints against ITI members shall be notified to ITI and settled in accordance with the Rules of the Institute of Translation and Interpreting. All endeavours should first be made to settle matters amicably. Should this not be possible, the UK law shall apply.

Responsibility and liability

22. The interpreting task shall be carried out by the Interpreter using reasonable skill and care and in accordance with the provisions and spirit of the Code of Professional Conduct of the Institute of Translation and Interpreting.

The Interpreter shall use his or her best endeavours to interpret to the best of his or her ability, knowledge and belief.

No warranty can however be given as to the absolute correctness of any interpreting.

Following normal practice within the profession, in the event of a dispute or complaint about the work, the liability of the Interpreter shall be limited to the value invoiced by the Interpreter.

Consequential damages and liability are expressly excluded.

Unfair competition

23. Where in the course of business the Client is 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.

Applicability and integrity

24. These Model Terms shall be construed jointly with the Code of Professional Conduct of the Institute of Translation and Interpreting in order to be complete and effective. They 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 any condition in this document shall be considered as a waiver of any subsequent breach of the same or any other provision.

NOTES ON USE OF THE MODEL TERMS OF BUSINESS FOR INTERPRETING

General

These recommended Model General Terms of Business represent a set of general conditions which can be used by all Interpreters as a basis of contract.

They only provide a background framework; the details of an assignment will be specified in the Order. The terms of the Order constitute the Special Terms of the contract and prevail over the General Terms.

As a member of ITI you are not obliged to use these Terms of Business, nor do they apply automatically. They are there for your guidance. You are free to enter into any contractual arrangement you like, and to alter these terms as you like, but it would be prudent to take legal advice before doing so.

However, if you do use them, you must inform your Client or your supplier you are doing so, and you must do so before you start any assignment. You should send your Client a copy before you accept an assignment or start working regularly with a particular Client or supplier.

If you accept a contract for an assignment orally, you must say at the time if you are applying these conditions.

Similarly you must inform your Client or supplier about any other terms or variants you are applying. It is good practice to confirm these immediately in writing by fax.

If you do not inform your Client or supplier what terms of business you are using (or vice versa) then none of them will apply.

A Client or supplier may also send you his terms, either before or after receiving yours. Remember that the terms which will apply to the contract will be those last sent by either one of you to the other, but to make sure, it is better to receive written confirmation that your terms are acceptable before you start a first assignment for a new Client.

Notes on Individual Clauses

4. It is very important that the Interpreter and the Client are clear about what it is that the Interpreter has undertaken to do. Anything over and above what has already been agreed at the time of confirmation will in essence require a new contract.

5. Always get the contract (or terms of order) in writing if you can, and preferably have both parties sign them in confirmation. If there is no time for this, try at least to fax your confirmation.

On a Client's duty to remunerate the Interpreter see also clauses 11 & 12 – Cancellation.

6. In some circumstances, e.g. court, it is normal, even though it is not necessarily good practice, to use only one Interpreter.

10. It is important to be clear about who will be making the travel arrangements, and what means of travel/standard of accommodation will be appropriate. These details must be specified in the order. Circumstances may vary infinitely, but the essential aim to bear in mind is that the quality of the Interpreter's performance of the assignment must not be diminished as a result of the need to work away from base.

12. In order to apply in contract, the arranged cancellation fee must be stated explicitly. The terms in this clause are just a checklist of the factors that need to be borne in mind.

13. The parties must agree who will be responsible for finding a replacement, if needed.

21. It is advantageous to specify that English law applies to the contract, as failure to do so may prejudice the cover provided by your professional indemnity insurance policy.

22. This is not a let-out for sub-standard work. It merely reflects the fact that we are all human, and that your liability should be assessed on the basis of the level of service an average professional Interpreter could reasonably be expected to provide.

Limitation of liability as claimed in this clause has not been tested in law, but the unlimited liability usually assumed in English law may contravene the principles of the Treaty of Rome seeking to ensure a level playing field for business in Europe.

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