



## *Recommended Model General Terms of Business for commissioned Conference 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.

### **Contract**

4. All assignments shall be the subject of a written Contract between the Client and the Interpreter and shall be signed by both. It shall be binding on both parties. If there is no time for the exchange of a written Contract, the oral Contract shall be binding. When the Interpreter's services are secured for a specific Event, the Client will bear total responsibility for the organisation of said event and in respect of financial payment to the Interpreter.

### **Teams**

5. A minimum of two Interpreters are required for each language booth or for consecutive or whispering interpreting lasting more than three quarters of an hour. For solo consecutive, the Interpreter will ask for 5/10 minutes breaks at the end of each hour. In a team of several Interpreters, one Interpreter shall be designated Team Leader. This Team Leader will be responsible for the distribution of work as necessary and for all liaison with the Client.

### **Substitution of Interpreters**

6. Substitution shall only be permitted in emergencies. If it is at all possible, the Interpreter undertakes to arrange for a suitably qualified replacement in such cases, who will work on the same terms the Interpreter had previously agreed with the Client.

### **Functions**

7. The Interpreter's services shall not include interpreting during hours not specifically mentioned in the Contract or any written translation.

### **Preparation**

8. The Client shall provide the Interpreter ahead of time with suitable information in the form of background documentation (programme, agenda, minutes of previous meetings, reports, brochures, etc.), if possible in all working languages of the conference and/or arrange for briefing.

### **Visibility/Audibility**

9. The Client will ensure that the Interpreter has full visibility of the speakers if working in a booth and that the speaker is sufficiently near to be clearly heard for consecutive interpreting.

### **Presentations**

10. Copies of texts of any prepared statements or presentations as well as copies of slides and viewfoils which are going to be read out by speakers during an Event should be supplied to the Interpreters in advance of the meeting by the Client and, at any rate, before the presentation. Failure to do this could mean that the text might not be interpreted in its entirety.

### **Duration**

11. A normal working day shall be eight hours, with a morning break, one mid-day break of at least one hour and one afternoon break. No demands will be made on the skills of the Interpreter during the breaks. For work in excess of this period additional fees will be negotiated and/or additional interpreters will be hired; this must be expressly pointed out in the Contract. In cases when a second team must be organised, the work will be shared equally between the two teams.

### **Quotation**

12. Fees quoted by an Interpreter or on behalf of a team of Interpreters in full knowledge of the Conference Programme and conditions are valid for acceptance for three months only.

### **Fees**

13. All fees and allowances are freely negotiated and shall be paid gross. Conference Interpreters' fees are chargeable on a full-day basis. All Interpreters working in the same team will be remunerated at the same rate. Exceptions can be made for rare languages. Days spent travelling to and from the Event venue will be remunerated if travelling impedes the Interpreter from carrying out another assignment.

### **Cancellation**

14. If an Event is cancelled either wholly or in part, the Client shall nevertheless be liable for payment of all agreed fees as per Contract and any cost already incurred or that may have to be incurred by the Interpreter (e.g. air or train fares). Fees will be waived in part or in total if the Interpreter is offered an alternative interpreting engagement for all or part of the days involved. The fee for the new engagement will be subtracted from the amount due.

### **Delayed return**

15. Should the Interpreter's return after the end of an Event be delayed for reasons outside the control of the Interpreter, the Client should do all such things as are necessary to facilitate the Interpreter's return as quickly as possible and shall pay the interpreter for any additional period of absence at the agreed rates as if she/he had worked.

## Payment

16. Subject to receipt of a proper invoice, fees and expenses shall be paid by the Client to the Interpreter within 30 days from the end of the Event.

## VAT

17. Value Added Tax may be chargeable in addition of any fees, where applicable.

## Equipment

18. Simultaneous interpreting equipment shall conform to current ISO and CEI standards.

## Recording

19. No recording of the interpretation may be made, either by the listener or anyone else, without the consent of the Interpreters concerned. Copyright fees may apply.

## Video/Films

20. Where video/films have to be interpreted, the interpreter must be provided with a sound feed directly into the booth. In addition the script must be available at least 24 hours prior to the showing.

## Travel and accommodation

21. The mode of travel and the accommodation provided will be established in each contract. The Interpreter will use the fastest possible means to get to destination. Taxis to and from stations and airports will be refunded. Tickets must be fully flexible and accommodation will be single occupancy with private facilities and telephone. The Client will provide both tickets and accommodation. Should the booking be left to the Interpreter, expenses will be refunded on the first day of the Event.

## Complaints

22. 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.

23. 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.

## NOTES ON USE OF THE MODEL TERMS OF BUSINESS FOR CONFERENCE 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. 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 clause 14 – Cancellation.

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

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

14. 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.

21. 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.

23. 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.

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