



Institute of Translation & Interpreting

Specimen Cover Sheet to Be Completed When Using Model General Terms  
of Business for Commissioned Interpreting Work

<b>Date of Agreement:</b>	
<b>Name of Interpreter:</b>	
<b>Business address of Interpreter:</b>	
<b>Name of Client (e.g. Company/ Organisation/Business name):</b>  <b>Named person (e.g. Client's representative who will be dealing with the booking)</b>	
<b>Business address of Client:</b>	
<b>Description of Interpreting Task. Type (e.g. Conference, Business, Police &amp; Court, Community, Telephone):</b> <b>Brief description and name of the event(s) at which the Interpreter is to work:</b>	
<b>Additional Written Instructions attached to this Agreement:</b>	Yes/No
<b>Venue where Interpreting Task is to be carried out (full address):</b>	
<b>Name of contact at Venue:</b>	
<b>Telephone Number of Venue:</b>	
<b>Date, time and duration of Interpreting Task, including required arrival time of the Interpreter on each day of the event:</b>	
<b>Name of Speaking Party to whom the Interpreting relates (this is used to avoid any conflicts of interest)</b>	



<b>Is the Interpreting to be recorded? (See definition of 'Recordings' in Clause 1.1)</b>	Yes/No
<b>Fee (include details of either a one- off fee or hourly rate):</b>	
<b>Any supplementary charges including Overtime Rates (Clauses 4 and 5):</b>	
<b>Cancellation Fee (Clause 8.1):</b>	
<b>VAT Payable:</b>	Yes/No
<b>Payment due date (if different from Clause 5.1)</b>	

**If you are not using the ITI Model General Terms of Business for Commissioned Interpreting Work, you should ensure that you read thoroughly any Terms & Conditions that are proposed. In particular, you should ensure that you are happy with the proposed terms for Payment, Cancellation and Delivery.**

## **Institute of Translation & Interpreting**

### **Model General Terms of Business for Commissioned Interpreting Work**

#### **1. Definitions and Interpretation of this Agreement**

##### 1.1 Definitions

In this Agreement, unless the context otherwise requires, the following expressions shall be given the following meanings:

'Agreement' means these Model General Terms of Business and the attached Cover Sheet.

'Client' means the Party commissioning Interpreting in the normal course of business, as identified in the Cover Sheet.

'Intellectual Property Rights' means copyright and related rights; performers' rights; moral rights; goodwill and the right to sue for passing-off or unfair competition; rights to use and protect the confidentiality of confidential information (including know-how and trade secrets); and any other intellectual property rights of any person, including such rights or similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

'Interpreter' means the party providing Interpreting in the normal course of business, as identified in the Cover Sheet. The Interpreter shall normally be the person performing the Interpreting unless the Client has been explicitly informed that the Interpreting Task will be subcontracted, or the Interpreter customarily trades as an intermediary.

'Interpreting' means work produced by or carried out by the Interpreter which calls upon the interpreting skills of an Interpreter, but not any written translation work.

'Interpreting Task' means providing Interpreting as commissioned by the Client in accordance with this Agreement.

'Isolated Use' means that, where the Client is acting as an intermediary, the Client has only used the Interpreter's services once within a 12 month period.



'Recordings' means the recording and fixation of the Interpreting in all media, including transcripts, audio and/or visual recordings and television, web and online broadcasts or as otherwise specified in the Cover Sheet.

'Source Material' means the underlying material (delivered in any medium by the Client) which is to be interpreted by the Interpreter in the performance of the Interpreting Task.

'Third Party' means any party who is not a party to this Agreement.

'Third Party Rights' means any right, title or interest of any person (which shall include any natural person, a corporate or unincorporated body) and that person's successors or assigns, including any Intellectual Property Rights of such person.

'Written Instructions' means any additional instructions detailing the requirements of the Interpreting Task, provided by the Client to the Interpreter, that have been appended to and form part of this Agreement.

## 1.2 Interpretation of this Agreement

In this Agreement, unless the context otherwise requires:

Words in the singular shall include the plural and vice versa.

No part of any numbered clause shall be read separately from any other part.

Clause headings are provided for convenience of reading only and shall be ignored for the purposes of ascertaining meaning.

A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

References to a "Party" or the "Parties" mean the parties to this Agreement. Such Parties may be natural or legal persons, including, for example, private individuals, associations, partnerships, economic interest groupings or corporate entities.

Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## 1.3 Interpreting only

Unless explicitly agreed by the Parties in writing, this Agreement shall only apply to Interpreting carried out by the Interpreter, which (for the avoidance of doubt) will not include translation (except for any sight translation that arises during the Interpreting itself, which shall be included within the scope of this Agreement), guided tours or any other work undertaken by the Interpreter. Such additional work will be undertaken and billed pursuant to a separate contract between the Parties. Unless otherwise agreed, any translation work undertaken by the Interpreter shall be governed by the Model General Terms of Business for Commissioned Translation Work issued by the Institute of Translation & Interpreting.

## 1.4 Whispered Interpreting

Where the Interpreting includes whispered interpreting this shall be limited to no longer than 30 minutes at a time where possible. If the Interpreting is to include more than 30 consecutive minutes of whispered interpreting it is the responsibility of the Client to inform the Interpreter at least 48 hours before the Interpreting Task is to commence, in order for the Interpreter to recommend that an additional interpreter be engaged for the Interpreting Task at the cost of the Client.

## 2. Third Party Rights



- 2.1 The Interpreter accepts an Interpreting Task from the Client on the understanding that performance of the Interpreting Task will not infringe any Third Party Rights. Accordingly the Client warrants to the Interpreter that:
- 2.1.1 the Client has full right and authority to enter into this Agreement and possesses the necessary authority to interpret the Source Material and exploit any Recordings of the Interpreting; and
  - 2.1.2 the Source Material does not infringe the copyright or any other Third Party Rights of any person.
- 2.2 The Client shall indemnify the Interpreter against any loss, injury or damage (including legal costs and expenses and compensation paid by the Interpreter to compromise or settle any claim) which the Interpreter suffers as a consequence of any breach or alleged breach of any of the above warranties or as a consequence of any claim that the Interpreting contains anything objectionable, defamatory, blasphemous or obscene or which constitutes an infringement of copyright or any other Third Party Rights.

### **3. Fees: (binding) Quotations, (non-binding) Estimates and expenses**

- 3.1 In the absence of any specific agreement, the fee to be charged, whether this is a fixed fee or an hourly rate, shall be determined by the Interpreter on the basis of the Client's description of the Interpreting Task, the purpose of the Interpreting, the duration of the Interpreting Task including the length of the event(s) at which the Interpreter is to interpret and the required arrival time of the Interpreter at the venue, the time and day that the Interpreting is to take place, the venue where the Interpreting Task is to take place and any instructions given by the Client including whether the Interpreting is to be recorded and the use of personal protection equipment.
- 3.2 No fixed quotation shall be given by the Interpreter until he/she has received clear and complete instructions in writing from the Client.
- 3.3 An estimate shall not be considered contractually binding, but given for guidance or information only.
- 3.4 Where VAT is chargeable it will be charged in addition to the quoted fee and expenses if the Interpreter is VAT registered.
- 3.5 Any fee agreed for an Interpreting Task which is found to present latent special difficulties of which neither party could be reasonably aware at the time of offer and acceptance shall be renegotiated in good faith, always provided that the circumstances are made known to the other Party as soon as reasonably practical after they become apparent.
- 3.6 Subject to clause 3.2 above, a binding quotation given after the Interpreter has seen the complete instructions shall remain valid for a period of thirty (30) days from the date on which it was given, after which time it may be subject to revision.
- 3.7 If travel time and other expenses are not agreed and included on the Cover Sheet, then reasonable expenses associated with the completion of the Interpreting Task, for example travel, hotel and subsistence expenses, shall be borne by the Client. If excessive expenses are incurred as a result of action or inaction by the Interpreter, these shall not be borne by the Client unless otherwise agreed.

### **4. Delivery & Substitutions**

- 4.1 The Interpreting Task shall be carried out at the times and dates and specific venues set out in the Cover Sheet or as otherwise agreed between the Parties.
- 4.2 If reasonably practical, the Interpreter shall be entitled to take reasonable breaks throughout the Interpreting Task, as agreed in advance between the Parties.



- 4.3 Where the Client commissions an Interpreting Task involving simultaneous interpreting, it will ensure that there are at least two interpreters (including the Interpreter) for each language and that adequate equipment is provided to all interpreters for the Interpreting Task.
- 4.4 The Interpreter reserves the right to substitute himself, provided the Client is reasonably satisfied that any proposed substitute possess the necessary skills and qualifications for the satisfactory completion of the services. The Interpreter will remain liable for the services completed by the substitute and will bear any costs.

## **5. Payment**

- 5.1 Payment in full to the Interpreter shall be effected no later than thirty (30) days from the date of invoice, by the method of payment specified.
- 5.2 The Client shall pay the Interpreter additional fees at the Overtime Rate(s) (as set out in the Cover Sheet) if the Interpreting Task lasts for a longer duration than specified in the original instructions.
- 5.3 For ongoing Interpreting Tasks, the Interpreter may request an initial payment and periodic partial payments on terms to be agreed.
- 5.4 Settlement of any invoice, part-invoice or other payment shall be made by the due date agreed between the Parties or in the absence of such agreement within the period stipulated in clause 5.1.
- 5.5 Where the Interpreting Task is ongoing and is to be conducted in instalments, and notice has been given that an interim payment is overdue, the Interpreter shall have the right to stop working on the Interpreting Task until the outstanding payment is made or other terms agreed.
- 5.6 Any payment that is not made before the due date shall bear interest at the rate of three per cent (3%) above the base rate of Barclays Bank from time to time, calculated on a daily basis from the date when such payment fell due until the date of payment.
- 5.7 This action shall be without prejudice to any sums due and without any liability whatsoever to the Client or any Third Party.

## **6. Intellectual Property Rights**

- 6.1 The Interpreting shall not be recorded unless stipulated in the Cover Sheet.
- 6.2 In the absence of a specific written contract to the contrary and to the extent that it is possible in law, Intellectual Property Rights in any Recordings or part thereof will remain the property of the Client.
- 6.3 Where the Interpreter retains any Intellectual Property Rights in the Recordings, unless otherwise agreed in writing, every Recording shall carry the following statement: "© [English] Interpreting by [Interpreter's name] [year]" as appropriate to the particular case.
- 6.4 It shall be the duty of the Client to notify the Interpreter that a Recording will be made of the Interpreting.
- 6.5 If an Interpreting or Recording is in any way amended or altered without the written permission of the Interpreter, he/she shall not be in any way liable for amendments made or their consequences.
- 6.6 Where the Interpreter retains any Intellectual Property Rights in any Recordings, or if any Recordings are to be used for legal purposes, no amendment or alteration may be made to the Recordings without the Interpreter's written permission. The right of integrity may be specifically waived in advance by the Interpreter in writing.



## **7. Confidentiality**

- 7.1 No Interpreting Task shall be deemed to be confidential unless this is expressly stated in writing by the Client.
- 7.2 Any agreement between the Parties which imposes confidentiality obligations upon the Interpreter shall not apply to information where the Interpreter is able to prove:
- 7.2.1 that it was already in his or her possession at the date it was received or obtained in connection with this Agreement; or
  - 7.2.2 that it was obtained from some other person who is not in breach of any confidentiality undertakings; or
  - 7.2.3 that it has been independently developed by or for the receiving party; or
  - 7.2.4 that it came into the public domain or is common knowledge otherwise than through the default or negligence of the receiving party; or
  - 7.2.5 that the receiving party is required to disclose it pursuant to any applicable laws or the order of any competent court or other regulatory authority.
- 7.3 The Interpreter shall at all times exercise reasonable discretion in respect of disclosure to any Third Party of any information arising from or during the Interpreting Task without the express authorisation of the Client, except in the instance of simultaneous interpreting, where it is expected that the Interpreter may work with other interpreters present in order to complete the Interpreting Task effectively.
- 7.4 Notwithstanding clause 7.3, the Parties agree that a Third Party may be consulted over specific terminology queries in relation to the Interpreting Task.

## **8. Cancellation and Frustration**

- 8.1 If an Interpreting Task is commissioned and subsequently cancelled, reduced in scope or frustrated by an act or omission on the part of the Client or any Third Party, the Client shall provide as much notice to the Interpreter as is reasonable in the circumstances and, except in the circumstances described in clause 8.3, pay the Interpreter the Cancellation Fee as stated on the Cover Sheet.
- 8.2 If a Client goes into liquidation (other than voluntary liquidation for the purposes of reconstruction), or has a receiver appointed or becomes insolvent, bankrupt or enters into any arrangement with creditors, the Interpreter shall have the right to terminate this Agreement.
- 8.3 Neither the Interpreter nor the Client shall be liable to the other or any Third Party for consequences which are the result of circumstances wholly beyond the control of either Party.
- 8.4 The Interpreter shall notify the Client as soon as is reasonably practical of any circumstances likely to prejudice the Interpreter's ability to comply with the requirements of the Client's Interpreting Task including those listed in the Written Instructions, and assist the Client as far as reasonably practical to identify an alternative solution.

## **9. Complaints and Disputes**

- 9.1 Subject to clauses 9.2 and 9.3, if the Client becomes aware that the Interpreting does not meet the standards required by clauses 11.1 to 11.4 or any additional standards and requirements as contained within the Cover Sheet and Written Instructions, the Client may:
- 9.1.1 reduce, with the Interpreter's consent, the fee payable for work done by a sum equal to the reasonable cost necessary to remedy the deficiencies; and/or



9.1.2 cancel any further instalments of work being undertaken by the Interpreter. Such entitlement shall only apply after the Interpreter has been given one opportunity to bring the work up to the required standard.

9.2 The entitlement referred to in clause 9.1 shall not apply unless the Interpreter has been notified in writing of all alleged defects.

9.3 Any complaint in connection with an Interpreting Task shall be notified to the Interpreter by the Client (or vice versa) as soon as possible and in any event within one month of the date of delivery of the Interpreting. If the Parties are unable to resolve the complaint, the matter may be referred by either Party to the Chartered Institute of Arbitrators. Such referral shall be made no later than two months from the date on which the original complaint was made.

9.4 If a dispute cannot be resolved amicably between the Parties, or if either Party refuses to accept arbitration, the Parties shall be subject to the exclusive jurisdiction of the Courts of England and Wales. In any event this Agreement shall be construed in accordance with English law.

## **10. Delayed Return**

10.1 Should the Interpreter's return home or to his or her usual place of work after the end of an Interpreting Task be delayed for reasons outside the control of the Interpreter, the Client should take all reasonable steps to facilitate the Interpreter's return as quickly as possible.

## **11. Responsibility and Liability**

11.1 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 & Interpreting.

11.2 The Interpreter shall use his or her reasonable commercial endeavours to do the work to the best of his or her ability, knowledge and belief, and consulting such authorities as are reasonably available to him/her at the time, to the extent that time and expense permit.

11.3 Subject to clause 11.4, Interpreting shall be fit for its stated purpose and target audience, and the level of quality as specified within the Cover Sheet and Written Instructions.

11.4 Unless specified otherwise in the Written Instructions, Interpreting shall be deemed to be of "for information" quality only. This sub-clause shall not apply where the Interpreting Task involves interpreting in Court or for other legal purposes, where such Interpreting may be used as evidence.

11.5 Nothing in this Agreement shall be construed as seeking to restrict a Party's liability for personal injury or death arising from its own negligence.

11.6 Subject to clause 11.5, the liability of the Interpreter under or in respect of this Agreement, whether in tort, contract or otherwise, shall be limited to the cost of the Interpreting Task being undertaken when the liability arises.

11.7 Neither Party shall be liable to the other in respect of any consequential or indirect loss whatsoever.

## **12. Insurance**

12.1 The Client warrants that it has procured suitable public liability insurance up to an indemnity limit of at least £1,000,000 for each location at which the Interpreting Task will be carried out, and that the Interpreter is insured against any injuries and losses suffered in connection with the Interpreting Task.

12.2 The Client shall provide the Interpreter with a summary of the material elements of this insurance policy upon request.



### 13. Unfair Competition

13.1 Subject to clause 13.2, where in the course of business the Client is an intermediary and introduces the Interpreter to a Third Party work-provider, the Interpreter shall not knowingly, for a period of 6 months from completion of the last Interpreting Task arising from the introduction, approach said Third Party for the purpose of soliciting work, nor work for the Third Party in any capacity involving Interpreting, without the Client's written consent.

13.2 The restrictions in clause 13.1 shall not apply where:

- 13.2.1 the Third Party work-provider has had previous dealings with the Interpreter; or
- 13.2.2 the Interpreter acts on the basis of information in the public domain; or
- 13.2.3 the approach from the Third Party is independent of the relationship with the intermediary; or
- 13.2.4 the approach to the Third Party arises as the result of broad-band advertising; or
- 13.2.5 the Third Party is seeking suppliers on the open market; or
- 13.2.6 the intermediary only makes Isolated Use of the Interpreter's services; or
- 13.2.7 the Interpreter works with another intermediary who has a business relationship with the same Third Party work-provider and the Third Party work-provider comes to the Interpreter through this other intermediary

### 14. Applicability and Integrity

14.1 This Agreement shall come into effect either (1) when the Interpreter provides confirmation of the booking in writing following receipt of the signed Agreement from the Client; or (2) when the Interpreter provides any services under the Agreement following receipt of the signed Agreement from the Client; whichever is the earlier.

14.2 This Agreement should be read in conjunction with the Code of Professional Conduct of the Institute of Translation & Interpreting, of which the Interpreter is a member.

14.3 This Agreement may be subject to any detailed requirements or variants expressly specified in the order relating to a particular Interpreting Task.

14.4 No waiver of any breach of any condition in this Agreement shall be considered as a waiver of any subsequent breach of the same or any other provision.

We hereby accept these terms and conditions:

Signed by **Interpreter** .....

Name .....

Signed by **Client** .....

Name .....]



## NOTES ON USE OF THE MODEL GENERAL TERMS OF BUSINESS FOR COMMISSIONED INTERPRETING WORK (the “Model Terms”)

### General

These Model Terms represent a set of general terms and conditions that can be used by buyers and providers of Interpreting services as a basis of contract.

The Model Terms only provide a background framework. The details of an Interpreting Task will be specified in the Cover Sheet and any other Written Instructions provided by the Client which you have accepted. The terms of the Cover Sheet and Written Instructions are tailored to each project and will prevail over the Model Terms.

As a member of ITI you are not obliged to use the Model Terms, nor do they apply automatically. They are there for your guidance only. We cannot give you advice in respect of them and **we recommend you take independent legal advice** before entering any contractual relationships, including using or altering the Model Terms.

Remember that any agreement you enter into with a Client which involves the key elements of a contract (which briefly are: an offer, acceptance of the offer, consideration, intention to create legal relations and certainty of terms), even if only oral or specifying the minimum particulars, is technically a contract. If you subsequently breach the contract, your Client may be entitled to sue you for damages.

If you do intend to use the Model Terms for a particular Interpreting Task, you must tell your Client that the Model Terms (in full or amended form) are incorporated into your agreement, prior to commencing the Interpreting Task. If you do not do this, they will not form part of your contract with the Client. Similarly, you must tell your Client about any other terms or variants you are applying.

If you accept a contract for an Interpreting Task orally, you must say at the time if you are applying the Model Terms. It is best practice to confirm all oral agreements (and variations to agreements) immediately in writing.

You should send your Client a copy of the Model Terms before you accept an Interpreting Task or start working regularly with a particular Client or supplier. It is best practice to obtain a signed copy of the Model Terms (whether full or amended) from the Client prior to commencing any Interpreting Task, so that there is clear evidence of your agreement.

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

A Client 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 Interpreting Task for a new Client.

### Notes on Definitions and Individual Clauses

This is a non-exclusive and non-exhaustive summary of some of the provisions as at the date of these notes. Again, we are not providing legal advice and we recommend that you take legal advice in respect of the contents as required.

### Definitions

The Interpreter may be an individual interpreter or an intermediary (either an individual or company) providing interpreting services to Clients. The relationship between the intermediary and the interpreter (whether one of employee, independent contractor, or agency) will form a separate contract and may impact the suitability of the Model Terms and any variations to the Model Terms. Please seek independent legal advice if you are unsure.



## **Clause 1**

Your contract is between you and your Client. It is independent of any other contract between the Client and any Third Party and is unaffected by the terms and conditions of such contracts. For example, a Client cannot delay payment to you for work satisfactorily done just because he/she is still waiting for payment from his/her Client, or for any other reason connected with a Third Party.

Clause 1.3 aims to protect you against Clients who attempt to obtain additional services free of charge as part of the interpreting contract. You are entitled to charge additional sums for services such as guided tours and written translation work.

## **Clause 2**

This clause is designed to protect you against a Third Party objecting to the Interpreting Task or the exploitation of Recordings because of their alleged rights in the Source Material. The Client is responsible for clearing the Source Material and Recordings and indemnifies you against any losses suffered as a result of a Third Party claim for rights infringement.

## **Clause 3**

When asked what you will charge for a job, you must make it plain whether you are giving a quotation or an estimate. If you give a quotation you cannot vary it later, and you will have to do the job, no matter what it takes, for the price you have quoted. While any uncertainty remains over what a job will require, make sure your Client knows that the price you indicate is only an estimate.

If you are working on the basis of an estimate, and this is likely to be exceeded, it is good practice to inform the Client immediately when this becomes apparent.

If you are VAT registered and the Interpreting Task is subject to VAT, you must state that VAT will be payable in addition to the fees (and supplements and expenses) charged.

Clause 3.5 gives you the opportunity to agree a change in a quotation given to a Client, as long as there was no way the reason for the change could reasonably have been foreseen by either of you at the time when you provided the quotation. If you have made a proper assessment of what the job entails, this situation should only arise rarely, in special circumstances.

Strictly speaking, anything which a Client asks you to do after agreeing contract terms with you should be a new contract, but it is frequently convenient to extend the scope of the original contract. When this means extra work, then extra time must be allowed for it, or the rate charged must be adjusted to compensate. Any extension must be agreed and confirmed in writing.

## **Clause 4**

The details of each Interpreting Task should be set out clearly in the Cover Sheet and Written Instructions.

You are entitled to take reasonable breaks throughout the Interpreting Task, but these must be agreed in advance with your Client.

## **Clause 5**

Full details of the Fee, Overtime Rates and supplementary charges (such as travel expenses) should be detailed in the Cover Sheet or otherwise agreed in writing between the parties.

Payment within 30 days is good practice and consistent with the requirements of late payment legislation.

If you charge for time outside normal office hours (i.e. at Overtime Rates) it must be because the Client is making you work outside those hours, not because you choose to. For example, many workers get 50% extra for overtime or Saturday working, and 100% extra for Sundays and Public



Holidays. These special rates should be detailed in the Cover Sheet or otherwise agreed with your Client in writing.

When subdividing a larger job into individually invoiced instalments it is prudent to keep the invoiced sums within the limit allowed for the small claims procedure, which currently stands at £10,000.

You may have the right to stop work on a current job if you think that you might not get paid but this will depend on the circumstances case-by-case. You cannot stop work on a current job because you haven't been paid for an earlier one: if you do, the Client might have a claim for damages against you.

## **Clause 6**

As a result of the Copyright, Designs and Patents Act 1988, you as Interpreter retain the copyright in the Interpreting (once fixed in a Recording) until such time as it is formally assigned in writing. If you do not assign the copyright, you can grant the Client or some other Third Party a licence to use it. This is unlikely to apply where the Recording is made for the purposes of court proceedings or other legal purposes.

Whether you decide to retain and license copyright, or assign it, this and the fee you charge for it is your commercial decision, and you and the Client must agree it in advance on the basis of what, if anything, it might be worth to either of you. Rather than enter into a separate assignment or licence on every occasion, a Client and Interpreter in a regular commercial relationship may prefer to enter into a blanket contract. This could then be amended in special circumstances as necessary.

If the material to which your copyright applies is only likely to be in demand for a short period, then to prevent a Client from obtaining copyright from you and doing nothing with it, thus causing you a loss of opportunity, it is worth making the assignment or licence for a limited time, after which it reverts to you.

All Recordings should acknowledge your contribution unless there is good reason not to identify you. Clause 6.5 can be varied to provide an appropriate credit for the Interpreting Task at hand.

If you retain copyright in a Recording that is subsequently altered, your copyright continues to apply to those parts which have not been altered.

It is good practice for anyone who wants to change a Recording to check with the Interpreter first, to guard against errors. This clause protects the Interpreter from the consequences of any unauthorised amendment. Any agreement which you as an Interpreter enter into to permit amendments should continue to protect you against the consequences of mistakes which are not your own.

## **Clause 7**

As a matter of good practice, all Client information should be treated as confidential. The relationship between the Interpreter and the Client is generally held to be one of utmost good faith and the ITI Code of Conduct requires Interpreters to keep all information confidential. However, the Client may specifically ask the Interpreter not to disclose certain information and/or to enter into a separate confidentiality undertaking.

The Client should not impose confidentiality obligations on you in respect of information of which you were already aware or which you are required to disclose pursuant to legal obligations or for the purposes of collaborating with other Interpreters. Clause 7.2 is designed to address these issues.

Some Clients may ask you to destroy all materials relating to the work. As this may be prejudicial to your interests in the event of a liability claim, before doing so you should make sure that the Client agrees not to enter any such claims.



Care needs to be taken in any consultation with a Third Party which might result in the unwitting disclosure of Confidential Material.

### **Clause 8**

Frustration includes any act or failure to act by your Client which makes it impossible for you to complete an Interpreting Task under the conditions originally agreed. In the circumstances described in clause 8.1, you should be paid the full Fee unless you have agreed a pro-rated or other Cancellation Fee in advance with your Client.

Whether you feel it is commercially reasonable to insist on payment of the full Fee will depend on various factors including:

- a) the amount of notice given by the Client;
- b) the amount of the Interpreting actually completed by the Interpreter;
- c) any preliminary research or setting up work carried out by the Interpreter; and
- d) any inconvenience or loss of expectation caused to the Interpreter as a result of premature cancellation.

Where such circumstances apply, you and the Client should seek to agree revised terms appropriate to the changed situation.

### **Clause 9**

You should specify that English law and jurisdiction applies to a contract (unless you have good reasons for choosing another jurisdiction). Failure to do so is likely to prejudice the cover provided by your professional indemnity insurance policy and may result in other problems and costs subsequently.

### **Clause 11**

Clause 11 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 with experience of the subject matter could reasonably be expected to provide.

You should ensure that you limit your liability to the Fee for the individual Interpreting Task being carried out when said liability arises. Clauses 11.6 and 11.7 aim to prevent your Client from claiming losses which may only be tenuously linked to a breach of this Agreement.

### **Clause 12**

Clause 12.1 makes it the Client's responsibility to procure public liability insurance for the locations at which you will be working. This should provide some comfort if, for example, you are injured or your property is damaged in the course of your work.

### **Clause 13**

The courts take a very dim view of any restrictions on trade. This clause represents what we believe to be a fair compromise, but you should take particular professional advice on this depending on your circumstances.

The essential principle is that an Interpreter should not, as a direct or indirect consequence of an introduction by an intermediary, attempt to make any approach to a potential Client which would be to the detriment of that intermediary's interests in the foreseeable future.

In order not to contravene the Institute's Code of Conduct, the Interpreter must be able to show that at least one of the exemptions in clause 13.2 applies.