

# Tina Holmes Interpreting Services

## TERMS & CONDITIONS

### 1 Definitions

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'Interpreter/lipspeaker' shall mean Tina Holmes from Tina Holmes Interpreting Services, the person who will perform the act of interpreting, spoken and/or signed communication and/or lipspeaking.

'Speaker' shall mean the person making the original spoken/signed communication.

'Client' shall mean the party or intermediary engaging the services of the interpreter/lipspeaker and having responsibility for my remuneration.

'Assignment' shall mean any period or a set of consecutive periods of interpreting/lipspeaking for one specific purpose or event.

'Circumstances' shall mean any circumstances deriving from any cause, which is beyond the control of the interpreter/lipspeaker or the Client.

### 2 Services Provided

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2.1 The services provided by me shall comprise the interpreting/lipspeaking services agreed in writing at the time when an assignment was accepted and/or those specified in these Terms and Conditions of Business. Communication support offered; British Sign Language (BSL), Signed Supported English (SSE) and/or lipspeaking.

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

### 3 Contracts

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3.1 All assignments shall be confirmed by a written contract/confirmation between the Client and myself, which shall include these Terms and Conditions and any variants explicitly agreed.

3.2 If my interpreting/lipspeaking services are 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 and these Terms and Conditions shall be deemed to apply.

3.3 Where my services have been contracted for in accordance with either of the means specified above, the Client shall be wholly liable for:

- Remuneration of my interpreting/lipspeaking services.
- Reimbursement of any expenses I incur in connection with the assignment whether the interpreting/lipspeaking services are in fact provided or not.

3.4 I should be given the name of all the parties involved in the assignment at the time of booking (or as soon as possible afterwards) to avoid a conflict of interest.

3.5 I should be given full details and nature of the assignment at the time of booking to enable me to evaluate that my ability, competence and experience meets the requirements of the booking.

### 4 Working Hours

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4.1 Minimum length of booking is **3 hours**.

4.2 Assignments are generally booked for half day or full day.

4.3 If I agreed to work solo I shall be given adequate opportunity for breaks, ideally 10 minutes every 25 to 30 minutes. This includes working **remotely**.

4.4 No demands shall be made on my skills during rest periods or breaks.

4.5 If, in the course of an interpreting/lipspeaking assignment, my services are found to be required for an additional period after the period of work agreed in the initial contract, I may be invited, but not compelled, to:

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- Continue for a further agreed period on that same day,
  - Continue for a further agreed period on subsequent days.
- 4.6 If I consent to the above, additional fees shall be payable.
- 4.7 If my interpreting/lipspeaking services are required for a continuous period of more than 8 hours, a second team shall be organised and the work shall be shared equally between the two teams.

## 5 Working Conditions

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- 5.1 For BSL to English interpretation (VoiceOver), the Client is to ensure that the 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 may include a microphone and television monitor, for the sole use of the interpreter.
- 5.2 For English to BSL interpretation or for lipspeaking, the Client is to ensure that the interpreter/lipspeaker is positioned so that they are sufficiently near to the speaker to be able to hear and can be clearly seen by consumers of the service. This may require the provision of additional lighting for the sole use of the interpreter/lipspeaker. It is imperative that the speaker's voice or film/video sound track is clearly conveyed directly to the interpreter/lipspeaker without interfering noise, otherwise communication support may be ceased.
- 5.3 The interpreter will be given safety information as soon as possible and appropriate PPE provided, according to current Government guidelines. If equipment and safety procedures do not meet the required standards (see ASLIs guidance on Covid-19), I reserve the right to withdraw from the assignment immediately and the client will still be charged.

## 6 Remote Working

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- 6.1 Remote interpreting can be arranged in advance, depending on the nature of the assignment. Not all assignment are suitable for remote interpreting/lipspeaking. Do get in touch to discuss your individual needs.
- 6.2 I will provide secure interpreting/lipspeaking services via agreed systems e.g. Zoom, Microsoft Teams, Skype, FaceTime or WhatsApp. Any other systems requested, to which I do not have reasonable access, must be provided by the Client at their own cost.
- 6.3 The platform used is the Clients choice, but Clients are reminded to familiarise themselves with that platform company's privacy policy, to ensure that it has the appropriate level of security for their needs. Whoever hosts the meetings is deemed responsible for the admin and security of the meeting.
- 6.4 Receiving input via a non-direct source (eg. a screen/audio feed) increases cognitive load whilst interpreting/lipspeaking. Depending on the duration of the assignment, additional co-workers and breaks may be required. See Clause 9.
- 6.5 Clients may consider a 5 minute technical test call prior to the assignment. Longer test calls may incur a fee.
- 6.6 The interpreter/lipspeaker must have access to documents and view them as they are displayed to the participants. Documents should be provided as per Clause 7.
- 6.7 The entire signing space of Speakers using BSL must be visible within the video feed.
- 6.8 Speakers must endeavour to be situated in a well-lit, quiet area with a plain background.

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- 6.9 The quality of image input to me must be at a level that prevents visible distortion such as blurring or freezing. In cases of excessive distortion, communication support may be suspended.
- 6.10 Non-speakers should be muted in order to reduce interference to the interpretation. In cases of excessive interference, interpreting/lipspeaking may be suspended.
- 6.11 Team interpreters must be able to see each other at all times and will agree strategies for co-working before the Assignment.
- 6.12 I require regular breaks during remote interpreting/lipspeaking. See Clause 4.
- 6.13 No recording of THIS work is permitted unless agreed prior to the assignment. See Clause 8.
- 6.14 Due to the technical, complex nature of remote working, fees for both remote and face to face assignments remain the same. See Clause 10.
- 6.15 Assignments suspended due to insufficient video and audio feeds from the Client or failure to provide links, will still incur the agreed fee.

### **7 Preparation Materials**

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- 7.1 The Client shall provide me with relevant information and preparatory materials in the form of background documentation in good time; preferably two weeks in advance of an assignment in order to ensure provision of a quality service.
- 7.2 If it is not possible to provide preparatory materials, the Client shall arrange for a briefing meeting before the assignment. Attendance by the interpreter/lipspeaker at such a meeting may be paid as working time.
- 7.3 Preparatory materials shall include such items as:
  - Names of participants;
  - Programmes, agendas, Minutes, reports;
  - Briefing papers, speakers notes, motions;
  - Maps, photographs, diagrams and other visual materials;
  - Slides or other materials which will be read out or referred to by participants in the course of the assignment;
  - Lyrics, scripts, copies of any videos or scripts of films to be shown or any other performance materials. It would be culturally appropriate to ensure all videos are subtitled.
- 7.4 There may be an addition charge for prep time of extensive material e.g. Scripts.
- 7.5 Outside the context of the assignment, I shall not disclose information contained within preparatory materials. I shall be responsible for the safekeeping of preparatory materials and the immediate return to the Client at the end of the assignment.
- 7.6 Should preparation materials not be provided, I reserve the right to withdraw from the assignment under section 3 of NRCPDs code of conduct.

### **8 Recordings**

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- 8.1 No recording of my work shall be made without my explicit prior consent, except where such recording is inherent within legal proceedings. This includes both face to face and working on remote platforms. Any recordings intended for broadcast or publication, must be disclosed at the time of booking and may incur an additional performance fee.
- 8.2 Occasionally, I may need to film an interpreting/lipspeaking assignment for training purposes as evidence for my Continued Professional Development. I will always seek permission from all parties before any evidence is filmed and used. I would be grateful for your co-operation in this matter.

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## 9 Co Working

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- 9.1 Where an assignment requires continuous interpreting/lipspeaking for any period of more than **one hour**, and/or is lexically dense or complex, a team of a minimum of two interpreters/lipspeakers will be required to fully provide the interpreting/lipspeaking service. This includes when working **remotely**.
- 9.2 All interpreters/lipspeakers should know in advance of the assignment who their co-workers will be. They should also be made aware if the co-worker is a Trainee or Qualified interpreter/lipspeaker. Co-workers should be registered with NRCPD. If there are any concerns over qualification and/or registration, then I may need to withdraw from the assignment.
- 9.3 Where three or more interpreters/lipspeakers are engaged for an assignment, one interpreter/lipspeaker shall be designated Team Leader.
- 9.4 The Team Leader shall be responsible for organising the work of the interpreting/lipspeaking Team and all liaisons with the Client. Additional fees may be applicable in advance for this work.
- 9.5 No persons who are not members of the Team may be used as interpreters/lipspeakers to complement the Team.
- 9.6 As an exception to the above, one interpreter/lipspeaker alone may be responsible for all the interpreting/lipspeaking services for an assignment over one hour, but only if this is explicitly accepted by the interpreter/lipspeaker prior to the assignment.

## 10 Fees & Allowances

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- 10.1 All fees and allowances shall be freely negotiated and confirmed in writing.
- 10.2 They will be paid in full no later than 30 days following receipt of the invoice.
- 10.3 In accordance with the Late Payments of Commercial Debts (Interest) Act 1998, overdue payments may incur an administration fee of £40.00, plus interest at 8% over base rate (or such rate as is determined by statute, the latter prevailing) 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.
- 10.4 Where travel to and from my 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.
- 10.5 A supplementary fee for working unsociable hours may apply between the hours of 19:00 and 08:00 or at weekends or public holidays. This is to be agreed with the Client in advance.
- 10.6 Where I am required, from the outset, to work longer than the working day a supplementary fee shall be negotiated at an agreed hourly rate.
- 10.7 If the Client fails to attend, the organiser of any meeting/event will be consulted before my decision to leave is made. Full agreed fee will still be payable. If I am requested to continue signing/lipspeaking regardless, a performance fee may be applicable.
- 10.8 Charges for **remote** working will remain the same as face to face work.

## 11 Travel & Accommodation

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- 11.1 Arrangements for travel and accommodation shall be the responsibility of either the Client or the interpreter/lipspeaker, as agreed before acceptance.
- 11.2 Travel arrangements shall ensure that the interpreter/lipspeaker arrives at an agreed time before the start of the assignment and does not have to leave prematurely.
- 11.3 Where travel arrangements are made by the Client, these shall be such as to ensure that the interpreter/lipspeaker arrives sufficiently rested to fulfil the assignment to the expected standard.

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- 11.4 Where the travel arrangements are made by me, I shall seek to obtain travel and accommodation at a reasonable cost compatible with satisfactory performance of the assignment. Mileage is generally charged at £0.45 per mile, unless an all inclusive fee is quoted. Any expenditure incurred shall be reimbursed within 30 days following receipt of invoice.

### 12 Cancellation

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- 12.1 If an accepted assignment is curtailed or cancelled either wholly or in part, which the Client or the Client's principal are responsible, the Client shall be liable for payment of a cancellation fee according to Clause 12.5.
- 12.2 If a client does not attend within 30 mins of the booking time and no contact is made, I will regard the booking as cancelled and a fee imposed.
- 12.3 Any expenditure incurred as agreed in the contract and any additional expenditure incurred as a result of the cancellation shall also be reimbursed.
- 12.4 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/lipspeaker in respect of cancellation fees may be reduced by the amount of the fees payable for the alternative assignment.
- 12.5 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:
- 7 days or less notice **Full Fee payable.**
  - 8 to 14 days notice **Half Fee payable.**
  - 15 or more days notice **No Fee payable.**

### 13 Unavoidable Circumstances

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- 13.1 I undertake to notify the Client at the earliest possible opportunity if I am prevented from undertaking an assignment or if performance is frustrated by unavoidable circumstances.
- 13.2 In giving such notice I 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 to my normal place of residence by suitable means.

### 14 Substitution of Interpreters

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- 14.1 Substitutions shall only be permitted in agreement with the Client. In such circumstances I shall endeavour to source a suitable substitute.
- 14.2 The Client shall reasonably accept this substitute, who shall be engaged on the same terms as had previously been agreed.
- 14.3 Acceptance of the substitute by the Client shall discharge me (as the original interpreter/lipspeaker) from any further liability.
- 14.4 The Client shall notify any other parties as appropriate.
- 14.5 Any substitutions made by the Client need to be agreed with me prior to the assignment commencing. I only co work with registered NRCPD colleagues.

### 15 Complaints & Disputes

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- 15.1 Any complaints or dispute in connection with my work carried out shall be raised by the Client (or vice-versa) preferably on the day of the assignment, or no later than one month from the final day of an assignment. If an amicable agreement cannot be met, then the matter should be referred to the NRCPD (National Registers of Communication Professionals working with Deaf and Deafblind People). This excludes any claims for damages or liability.
- 15.2 In any event these Terms and Conditions shall be construed in accordance with English law.

### 16 Responsibility & Liability

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- 16.1 My interpreting/lipspeaking tasks shall be carried out using reasonable skill and care.
- 16.2 I shall use my best endeavours to interpret/lipspeak to the best of my ability, knowledge, belief and understanding.
- 16.3 No guarantee can be given as to the absolute accuracy of any interpretation/lipspeaking.
- 16.4 In the event of a dispute or complaint about my standards, liability shall be limited to the value invoiced.
- 16.5 Consequential damages and liability are expressly excluded from 16.4.
- 16.6 Information learnt whilst on an assignment will remain confidential, unless the Client expresses otherwise or if information is given in the public domain. I abide by **NRCPD Code of Conduct**. Information may be passed on if requested by law or to protect the welfare of an individual or the community at large.
- 16.7 Confidential or sensitive information held by me, will be stored securely for the minimal amount of time, and then destroyed. For more details about my privacy policy please see my website [www.thisbsl.co.uk](http://www.thisbsl.co.uk) or request a copy by emailing me at [tina@thisbsl.co.uk](mailto:tina@thisbsl.co.uk) clearly stating the reason why you have concerns.

*I respectfully remind you that a verbal or written booking constitutes a legal contract.  
You have accepted my terms & conditions on receipt of a booking confirmation by phone, text or email.*

