



## **Kwintessential Practice Guide for Interpreters**

### **Introduction**

At Kwintessential:

- We are dedicated to setting the benchmarks of excellence within the industry
- We are committed to a clear and transparent working relationship with our suppliers
- We actively seek feedback from all our suppliers which may help us to deliver a more effective service both to our clients and suppliers

The Kwintessential Practice Guide underlies our approach to our work. We are committed to ensuring that our business results are achieved through good practice and an ethical approach to our work.

Good business practice helps to create a positive working environment and ensures that the companies with whom we work respect us for our integrity and honesty.

The following Guide outlines a) Kwintessential practice standards and b) processes and procedures.

It is important that you make yourself familiar with these standards and that you commit to the same high standards when conducting work on behalf of Kwintessential.

## Definitions

In this document, the words and phrases listed in the left hand column are defined in the right hand column:

<b>Word or phrase</b>	<b>Meaning</b>
Booking	An arrangement made in writing between us and you at our invitation to provide interpreting services – at a specified location and start-time on a specified date; for an estimated (but not guaranteed) duration; and in relation to a specified language and/or dialect – in accordance with the terms and conditions set out in this document.
Cancellation Fees	The fees we pay should we cancel the booking.
Consecutive Interpreting	The spoken transfer (by an interpreter on behalf of a speaker, for the comprehension of one or more listeners) of meaning from one language to another, either after the speaker has finished speaking, or during appropriate pauses in the speaker’s speech.
Simultaneous Interpreting	The spoken transfer (by an interpreter on behalf of a speaker, for the comprehension of one or more listeners, at normal voice levels) of meaning from one language to another, while the speaker is speaking.
Speaker	The person (having insufficient command of the English language to represent himself or herself well) on whose behalf you are interpreting.
Translation	The transfer of meaning from one language to another in written form.
Our	As appropriate relative to “we”.
Us	As appropriate relative to “we”.
We	The organisation which makes any booking with you.
Whispered interpreting	The spoken transfer (by an interpreter, on behalf of a speaker; at lowered but audible voice level; and usually for the comprehension, and directly into the ear, of a single listener) of meaning from one language to another, while the speaker is speaking.
You	The individual who acts as the interpreter for a booking.
Your	As appropriate relative to “you”.
Project Manager	The Kwintessential contact dealing with you in the course of making the booking.

## **1 GENERAL PROVISIONS**

### **1.1 Binding effect**

1.1.1 By accepting a booking, you agree to be bound by these terms and conditions.

### **1.2 Prevailing terms and conditions**

1.2.1 We reserve the right to supplement, change, amend or vary these terms and conditions at any time.

### **1.3 Breach**

1.3.1 Any breach by you of these terms or conditions may result in the immediate cancellation of the booking and/or our barring you from working for us in future. Such barring shall be at our sole discretion without any right of appeal, and may lead to our notifying any appropriate organisation accordingly.

### **1.4 No Guarantee**

1.4.1 We do not guarantee that any, or any minimum number or duration of, bookings will be allocated to you. Any bookings offered and/or allocated to you will be on an occasional and fee-paid basis and shall not be construed by you or us as, or as forming any basis of, employment by us or an over-arching contract of employment by us.

### **1.5 Notification**

1.5.1 You should notify us in writing immediately, of any change of your fundamental details such as name, address, telephone number and email address

### **1.6 Freedom of Information Act**

1.6.1 You acknowledge that we are subject to the Freedom of Information Act 2000 and agree to assist and co-operate with us, to enable us to comply with our obligations under that Act which arise in relation to this document and/or any booking we make with you.

### **1.7 Entire Agreement**

1.7.1 The terms and conditions set out in this document shall contain the entire agreement between you and us with regard to the booking. These replace all previous negotiations, agreements, understandings and representations between you and us, whether oral or in writing, and shall take precedence over any standard terms submitted by you.

### **1.8 Contracts (Rights of Third Parties) Act 1999**

1.8.1 Nothing in this document shall confer any legal benefit on anyone other than you and us.

## 1.9 Law and Jurisdiction

1.9.1 This document shall be construed and interpreted in accordance with English law and we and you both submit to the exclusive jurisdiction of the English courts.

## 1.10 Applicability and review

1.10.1 These terms and conditions apply to individuals providing face-to-face interpreting services in purely spoken form, between persons with normal speech and hearing faculties.

1.11 These terms and conditions including the payment rates contained herein shall be subject to annual review.

## 1.12 Multiple assignments within a booking

1.12.1 For the avoidance of doubt, a booking is made for (among its other characteristics) a specified estimated duration, rather than for a specific single assignment, case, or similar interpreting session (hereinafter referred to as an "assignment").

1.12.2 We may, according to our requirements as they arise, ask you to service one or more interpreting assignments, cases, or similar sessions, starting at any point.

## **2 ALLOCATION OF BOOKINGS**

2.1 We allocate bookings taking account of your skills, qualifications, suitability, cost, past and present availability, and other relevant factors.

## **3 SUBMISSION AND PAYMENT OF CLAIMS**

3.1 We will make payment to you in respect of a completed booking in accordance with the agreed fee or rate agreed at that time.

3.2 Invoices must be submitted within 10 days of the assignment date stating the reference given, the hours spent interpreting, travelling time and any expenses plus your address and contact information.

3.3 We prefer to pay invoices via BACS so bank details are requested, otherwise a cheque will be issued.

3.4 We will issue payment in full of the sums claimed (without interest), once approved by us, within 37 days of receipt of a valid claim, provided that the booking is satisfactorily and fully completed. If you have not received payment within 5 weeks of submission by you of a claim, you should contact us.

## **4 CANCELLATION OF BOOKINGS**

4.1 We can cancel a booking at any time. Where we do so at any time up to and including 10.00 am on the working day before it is due, we shall not incur any liability to pay you any sum.

4.2 Where we: (a) cancel a booking (i) after 10.00 am on the working day before it is due, and (ii) before the time it is due to begin, and (b) do not offer you another booking for the same starting

date and of equal or greater estimated duration, you may claim for the time the booking was made for.

4.3 You can cancel a booking at any time before it is due but you should note that time is of the essence and use reasonable endeavours, subject to force majeure, to give us as much notice as possible. We may monitor the number and frequency of short notice cancellations you make and may use this information to inform our assessment of your suitability for bookings.

## **5 SERVICE REQUIREMENTS**

### **5.1 Accuracy**

5.1.1 Your interpreting must be faithful and accurate throughout the booking. This means that you are required to convey the exact meaning of what is said without adding, omitting or changing anything; and to make explanation only where a cultural misunderstanding may be occurring, or where there is no direct equivalent for a particular term. In exceptional circumstances a summary may be given instead, if requested by any party and consented to by all parties.

5.1.2 We fully understand and accept that you will often need to take notes while you are interpreting, for the purposes of ensuring accuracy, and we will fully accommodate such needs. Unless otherwise agreed with us, any such notes must be verifiably destroyed prior to leaving the premises at the end of the booking.

5.1.3 You should declare any difficulties you have with interpreting dialects or technical terms, or with the environment in which you are required to work, that might affect your accuracy; and if these difficulties cannot be satisfactorily remedied, you should withdraw from the booking. We may cancel the booking in these circumstances, at our discretion.

### **5.2 Contextual awareness**

5.2.1 You are required to be familiar with the general social culture and political background affecting people from, or having relevant connections with, the countries where the languages you interpret at bookings are used.

### **5.3 Ethical and Professional Conduct**

5.3.1 You should act ethically and professionally during bookings and inform the official presiding over any booking of any relevant ethical and/or professional issues in connection with your providing interpreting services for that booking. In this regard, and without limitation, you should:

5.3.1.1 dress in an appropriately professional manner while in attendance at a booking;

5.3.1.2 behave in a professional manner while in attendance at a booking;

5.3.1.3 say so immediately at the start of a booking if you feel there is a conflict of interests or any prejudicial effect arising from your involvement in it, such as (but not limited to) any business, financial, family, personal, or other interest which you might have in the matter being interpreted, or in any parties to the booking;

5.3.1.4 declare the fact immediately at the start of a booking if the person for whom you are interpreting, or any member of that person's immediate family, is known or related to you, and if so in what capacity;

5.3.1.5 disclose any information, including (but not limited to) any previous or pending:

5.3.1.5.1 charge, conviction, or caution for any criminal offence; and/or

5.3.1.5.2 professional or other disciplinary proceedings; and/or

5.3.1.5.3 removal (otherwise than by normal consent) of your name by any public body from its list of public service interpreters, which may make you unsuitable for any booking;

5.3.1.6 respect confidentiality at all times;

5.3.1.7 not give advice, legal or otherwise, to any person taking part in the booking;

5.3.1.8 not enter into discussion or other communication with any person taking part in the booking, whether before it, during it, or after it, otherwise than (i) for the purposes of properly carrying out your role as an interpreter, and (ii) – during the booking – to confirm points of understanding of language and/or dialect. In all cases, you should conduct each corresponding discussion or communication in a transparent manner, so that those present clearly understand the nature and relevance of that discussion or communication;

5.3.1.9 not seek to take advantage of any information disclosed to you during, or at any time in association with, the booking;

5.3.1.10 not accept any form of reward (whether in cash or otherwise) for your interpreting work at the booking, other than correspondingly due payments from us;

5.3.1.11 not under any circumstances subcontract the booking or, send anyone in your place. We have a strict policy in place in respect to interpreters carrying out assignments and as such, no one can be sent on your behalf unless they have been fully vetted and unless we feel that they are appropriate for the assignment in hand. We reserve the right to refuse to pay the respective invoice if a substitute has been sent without this having been fully discussed and agreed in advance;

5.3.1.12 not distribute personal business cards. We reserve the right to refuse payments in cases in which we deem that an interpreter has tried to solicit future business;

5.3.1.13 not act in any manner likely to bring us into disrepute;

5.3.1.14 not be under the influence of any intoxicating substance at any time during a booking.

#### 5.4 Impartiality

5.4.1 You are required to be impartial at all times.

#### 5.5 Intervention

5.5.1 You should intervene only:

5.5.1.1 to ask for clarification;

5.5.1.2 to point out that a party may not have understood something;

5.5.1.3 to alert the parties to a missed cultural reference; or

5.5.1.4 to ask for due accommodation for the interpreting process, such as (but not limited to) a necessary pause for note-taking or other purposes.

5.6 Mobile phones, pagers, and similar devices

5.6.1 You are required to switch off your mobile phone(s), pager(s), and similar devices (including but not limited to communication and/or entertainment systems of all kinds) when entering the booking location.

5.7 Period of availability for a booking

5.7.1 When you accept a booking you agree to keep the whole of its estimated duration (as specified by us when the booking is made) free from any other work or other commitments.

5.8 Translation

5.8.1 You should refuse any request made during the booking for you to carry out translation of documents if you consider that you are unable to perform the translation adequately, either at all, or in the time allotted.

## **6 ATTENDANCE and PUNCTUALITY**

6.1 You must recognise that time is of the essence, and arrive for the booking by the start-time set for the booking, and remain present throughout its specified duration, subject to force majeure.

6.2 When the interpreting services required by the booking appear to you to have been completed, or if you withdraw from the booking for any reason you must advise the respective Project Manager, who will inform you as to whether you (i) are required to remain at the location for a further period, or (ii) can be released for the remainder of that day and should consequently depart.

6.3 Provided that you fulfil the condition at paragraph 6.1, your attendance time at the booking (for the purposes of payment) shall be construed as the period:

(a) from the start-time set for the booking,

(b) until the time of your departure from the booking.

Otherwise, your attendance time at the booking (for the purposes of payment) shall be construed as the period from the time of your arrival until the time of your departure, as similarly recorded.

6.4 If you are going to be late for or have to leave early from a booking, you must – as soon as is reasonably practicable, and in any event before your due time of arrival – telephone or otherwise notify the Project Manager that arranged the booking with you, to advise them of your estimated time of arrival and/or departure and the reason for your lateness and/or early departure.

6.5 In the event that you arrive late for, or depart early from, a booking, we may at our sole discretion accordingly adjust or withhold the associated payments that would otherwise have been due to you. We shall not act unreasonably in this respect.

## **7 YOUR LIABILITY**

### **7.1 Confidentiality**

7.1.1 You must not disclose to any other organisation, public body or individual, nor use in contravention of the Data Protection Act 1998; Official Secrets Act 1989; or any other applicable legislation, any information that you acquire through your provision of interpreting services to us, including without limitation any names, addresses, personal details, or other information about proceedings, documents, staff, appellants, judiciary, interpreters, or any other individuals.

7.1.2 Paragraph 7.1.1 shall not apply to information which:

7.1.2.1 is, or becomes, public knowledge, other than through breach by you of these terms and conditions; and/or

7.1.2.2 you possess or acquire legitimately (without any disclosure restrictions), for a reason unconnected with the booking; and/or

7.1.2.3 you are under a legal obligation to disclose.

7.1.3 You will indemnify us against any costs, claims, losses, or expenses which we incur as a result of a breach by you of paragraph 7.1.

### **7.2 Equal Opportunities**

7.2.1 You agree to behave during bookings in a manner that treats everyone equally regardless of colour, race, age, nationality, ethnic origin, religion, sex, marital status, disability, sexual orientation, or other irrelevant characteristics and you shall not unlawfully discriminate against or harass anyone with whom you come into contact during a booking and/or at any time whilst you are on our premises.

### **7.3 Fraud, corruption, or misuse**

7.3.1 If during your work for us you become aware of anything that you genuinely suspect indicates fraud, corruption or misuse on the part of any person directly or indirectly involved in any aspect of our work, including without limitation anything connected with the booking, you should notify us in writing accordingly. Your notification should be addressed and given or sent to an appropriate, named individual who permanently works for us and should set out the details of the circumstances that gave rise to your suspicions. You should keep a copy of your notification, together with a note of (i) the date on which you provided it to us, (ii) the method by which it was so provided, and (iii) the name of the individual to whom it was addressed.

### **7.4 Human Rights Act 1998**

8.4.1 You must ensure that you are aware of and adhere to any applicable requirements of this Act during a booking and/or at any time whilst you are on our premises.

## 7.5 Income Tax and National Insurance

7.5.1 For the avoidance of doubt, nothing in this document shall act to create an employer/employee relationship between you and us and you agree that you are self-employed and shall be fully responsible for and shall keep us indemnified in respect of any assessment or claim by HM Revenue and Customs or any other authority in respect of income tax and National Insurance Contributions arising from or payable in connection with bookings under these terms and conditions. You shall further indemnify us against all reasonable costs and expenses and any penalties or interest incurred or paid by us in connection with or as a consequence of any liability arising out of any related assessment or claim other than where such liability arises out of our negligence or wilful default.

## 7.6 Insurance and Legal Protection

7.6.1 You shall obtain and maintain adequate insurance and/or legal protection cover for risks that you may incur in the course of your work including without limitation accident, injury, liability, loss, and damage. If we request them, you shall provide us with details of such cover.

## 7.7 Professional Indemnity Insurance, Legal Action, and Costs

7.7.1 You may be held personally liable where you through negligence in the course of your interpreting or in any other manner cause an adjournment, curtailment, abandonment, or defective determination of any legal proceedings, or any other delay to or error in administration. You must ensure that you have adequate professional indemnity insurance cover and that you are properly certified as self-employed by HM Revenue and Customs.

## 7.8 No partnership

7.8 Nothing in this document shall act to create a legal partnership between you and us.

***For all questions and queries regarding assignments with Kwintessential, please contact one of the Kwintessential Project Managers on 01460 279 900.***