

General Terms of Business for Interpreting

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 General Terms of Business and the attached Booking Confirmation.

'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 General Terms of Business for Translation.

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 Booking Confirmation, 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 Booking Confirmation 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 Booking Confirmation) if the Interpreting Task lasts for a longer duration
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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 Booking Confirmation.

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 Booking Confirmation.

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 Booking Confirmation 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 broadband 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**:.....

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