



The Aditus Partnership Limited

Terms and Conditions of Business

Revised April 2015

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1. Definitions

- 'LSP'** shall mean Language Service Professional and is the person contracted by The Aditus Partnership Limited (hereafter referred to as AP Ltd) to provide the service as detailed in the written contract.
- 'Speaker'** shall mean the person making the original spoken or signed communication.
- 'Client'** shall mean the party or intermediary engaging the services of the LSP via AP Ltd.
- 'Consumer'** shall mean the user of the service
- 'Assignment'** shall mean any period or set of consecutive periods for one specific purpose or event for which services have been contracted.
- BSL** shall mean British Sign Language.
- 'Unavoidable Circumstances'** shall mean any circumstances deriving from any cause, which is beyond the control of AP Ltd or the LSP.

2. Services Provided

- 2.1 The LSP/s provided by AP Ltd shall provide the services agreed in writing at the time when an assignment is accepted and/or those specified in these Terms and Conditions of Business.
- 2.2 They shall not, without express agreement confirmed in writing at the time, include any additional services.

3. Contracts

- 3.1 All assignments shall be confirmed by a written contract between the Client and AP Ltd, which shall include these Terms of and Conditions and any variants explicitly agreed.
- 3.2 If AP Ltd is 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 only and these Terms of and Conditions shall be deemed to apply.
3. Where services have been contracted for in accordance with either of the means specified above, the Client shall be wholly liable for:
- ◆ settlement of any related invoices
- whether the services are in fact provided or not.

4. Teams

- 4.1 Where an assignment requires **continuous** services for any period of more than one hour, a team of a minimum of two LSPs shall be engaged to provide the service.
- 4.2 As an exception to the above, one LSP may be responsible for all their specific services in the assignment if this is explicitly accepted by the LSP, in writing. Additionally, if contrary to clause 4.1, the co-LSP fails to attend the assignment, the LSP reserves the right to withdraw or agree to continue alone, providing that any additional fees are

agreed either verbally or in writing at the time and confirmed to AP Ltd in writing by the client as soon as possible.

- 4.3 Where three or more LSPs are engaged for an assignment, one LSP shall be designated Team Leader. The Client is responsible for providing the name and contact details of a suitable liaison person with whom the Team Leader can communicate.
- 4.4 The Team Leader shall be responsible for organising the work of the Team and all liaisons with the Client. Additional fees may be agreed in advance for this work.
5. No persons who are not members of the Team may be used as LSPs to complement the Team.
- 4.6 Where the client engages specifically BSL/English Interpreting services either directly or via another agent they are to ensure compliance with the Equalities Act 2010. In order to avoid potential liability in terms of unfavourable treatment, Team members must have either successfully completed or be currently undergoing Interpreter training as recognised by the Association of Sign Language Interpreters, (ASLI) and are Full/ Associate members of the ASLI, or a member of Visual Language Professionals, (VLP), and/or registered with the Regulatory Body for Sign Language Interpreters and Translators, (RBSLI), or the National Register of Communication Professionals with Deaf and DeafBlind People (NRCPD) of 'Signature', formerly the Council for the Advancement of Communication with Deaf People, (CACDP) or with the Scottish Association of Sign Language Interpreters, (SASLI).
6. Additionally, Lip speakers are to be members of the Association of Lip speakers and/or registered with the NRCPD of 'Signature' (formerly the CACDP); Deaf/Blind Manual Interpreters and Speech to Text Reporters are also to be registered with 'Signature' and Notetakers are expected to have successfully completed a qualification in Communication Support Work.
7. In the event the service user/s fail to attend, the LSP/s shall remain at the venue for a minimum of 30 minutes, in negotiation with the Client. The full agreed fees will be invoiced and become due in accordance with these Terms.
8. As an exception to the above, where the assignment is an open event the LSP shall remain for as long as the Client requests, up to and including the agreed finish time. In these circumstances the LSP/s will not provide a service without consumers being present but may be invited, but not compelled, to provide a brief introduction to the service to ensure that no consumer is inadvertently denied a service.
- 4.10 As an exception to the above, Electronic Notetakers and Speech to Text Reporters may be required by the Client to continue working in order to provide a record of the proceedings.

5. Working Hours

1. A working day shall comprise no more than six hours time during which services will be required.
- 5.2 LSPs shall be given a rest period of at least one hour, for example at midday.
- 5.3 If the LSP has agreed to work solo, they shall be given adequate opportunity for breaks, ideally 10 minutes every 25 to 30 minutes.
- 5.4 No demands shall be made on the LSPs skills during rest periods or breaks.
- 5.5 If, in the course of an assignment, it is found that services will be required for an additional period after the period of work for which they were initially contracted, the LSP/s may be invited, but not compelled, to:

- ◆ continue for a further agreed period on that same day,
- ◆ continue for a further agreed period on subsequent days.

5.6 If the LSP/s consent to the above, additional fees shall be paid in accordance with Clause 7.5 and APItd informed in writing as soon as is practicable.

7. If services are required for a period of more than 8 hours, a second Team shall be organised and the work shall be shared equally between the two Teams.

6. Quotations for Fees

6.1 Quotations shall be confirmed in writing and any VAT applicable, in addition to the fees, shall be stipulated.

7. Fees and Allowances

7.1 All fees and allowances shall be freely negotiated and paid in full no later than 21 days from the date of the invoice.

7.2 If the invoice is not paid within the time specified in 7.1 above, then a late payment penalty shall automatically be applied at a rate of 15% of the total sum due, or £50, whichever is the greater. APItd is aware of and will exercise our statutory right to claim interest and compensation for any debt recovery costs incurred under the Late Payments of Commercial Debts (Interest) Act 1988 if we are not paid in accordance with our credit terms.

7.3 Any queries arising from our invoice are to be raised and discussed within 7 days from the date of our invoice.

7.4 Fees are payable per LSP and comprise

- ◆ The fee, (which may include travel time – see Clauses 7.6 and 7.7), as quoted and agreed at the time of booking.
- ◆ Any supplementary fees, (see Clauses 4.4; 5.6; 7.5; 7.8 7.9; 12.3 and 17.1)
- ◆ All travel costs including public transport, mileage and parking fees, (see Clause 8.4).
- ◆ Out of pocket expenses for subsistence and/or accommodation as required, (see Section 8)

7.5 Where the LSP/s has/have been invited to continue for a further period in extension of the initial contract, (see Clause 5.5), a supplementary fee shall be invoiced.

7.6 Where travel to and from the LSPs normal place of residence and an assignment cannot reasonably be completed within the same day as the assignment, travel time will be invoiced at the same rate as originally quoted.

7.7 Where travel to and from the LSPs normal place of residence and an assignment involves a total of two hours or more, travel time will be invoiced at 2/3rds of the rate originally quoted.

7.8 A supplementary fee for LSPs required to work unsociable hours shall be agreed in advance, for assignments between the hours of 18:00 and 08:00 or at weekends or public holidays.

7.9 Where LSPs are required, from the outset, to work longer than the working day, a supplementary fee shall be negotiated.

8. Travel and Accommodation

- 8.1 Arrangements for travel and accommodation shall be the responsibility of either the Client or the LSP, as agreed before acceptance.
- 8.2 Travel arrangements shall ensure that the LSP/s arrive at an agreed time before the start of the assignment and do not have to leave prematurely except where Clause 4.7 applies.
- 8.3 Where travel arrangements are made by the Client, these shall be such as to ensure that the LSP/s arrive sufficiently rested to fulfil the assignment to the expected standard.
- 4. Where the travel arrangements are made by the LSP/s, they shall seek to obtain travel and accommodation at a reasonable cost compatible with satisfactory performance of the assignment. Any expenditure incurred shall be invoiced in accordance with APItds' credit terms as stated in Clause 7.1. If any such arrangements made by the LSP/s have to be varied or cancelled, any reimbursed sums recovered by the LSP shall be immediately repaid to the Client.
- 8.5 APItd will not accept any liability for LSPs late/non arrival due to travel difficulties such as industrial disputes, train cancellations or unscheduled running, breakdowns, etc.

9. Cancellation

- 1. If an accepted assignment is curtailed or cancelled either wholly or in part, or performance of the assignment is frustrated for reasons, which the Client or the Client's principal are responsible, the Client shall be liable for payment of a cancellation fee in accordance with Clause 9.5.
- 9.2 Any expenditure incurred as agreed in the contract and any additional expenditure incurred as a result of the cancellation shall also be reimbursed.
- 9.3 The notice period shall commence the date immediately succeeding the day APItd is informed of such cancellation.
- 9.4 Assignments, which are postponed, are deemed to be cancelled and these Terms and Conditions shall apply. In the event that the LSP/s is/are able to undertake the assignment on the postponed date this will constitute a new and separate assignment and shall be referred to APItd for new contractual agreements to be prepared.
- 9.5 Cancellation fees shall be determined in relation to the time between the date of the day succeeding the notification of cancellation and the start date, as follows:

7 days or less notice	Full Fee
8 to 14 days notice	Half Fee
15 or more days notice	An administration charge of 15% of the total LSP/s fees or £35, (whichever is the greater), shall be payable.

- 9.6 Under no circumstances are the services of the LSPs provided by APItd to be solicited or procured by the client either directly or indirectly. All future requests related to the original assignment are to be contracted via APItd.

10. Substitution of LSPs

- 10.1 Substitution shall only be permitted in agreement with the Client and APItd.
- 10.2 Where unavoidable circumstances force the withdrawal of an LSP, APItd shall endeavour to locate a replacement as quickly as practicable and the Client shall reasonably accept this substitute, who shall be engaged on the same terms as previously agreed with APItd.
- 10.3 The Client shall notify any other parties as appropriate.
- 10.4 Where the original LSP has been contracted directly by the Client and APItd has been instructed to locate a suitable substitute, a charge of 15% of the LSP fees will become payable to cover administration costs.
- 10.5 If, after taking all reasonable steps, APItd fails to locate a suitable substitute, the Client shall discharge APItd from any further liability.

11. Unavoidable Circumstances

- 11.1 APItd undertakes to notify the Client at the earliest possible opportunity if the LSP is prevented from undertaking an assignment or if performance is frustrated by unavoidable circumstances.
- 11.2 In giving such notice the LSP 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 them to my normal place of residence by suitable means.

12. Preparation Materials

- 12.1 The Client shall provide APItd, the LSP/s or the Team Leader with relevant information and preparatory materials in the form of background documentation (see Clause 12.4) in good time, preferably **two weeks in advance** of an assignment in order to ensure provision of a quality service.
- 12.2 If it is not possible to provide preparatory materials, and the LSP/s request such, the Client shall arrange for a briefing meeting.
- 12.3 Attendance by the LSP/s at such a meeting shall be paid as working time and invoiced by APItd accordingly.
- 12.4 Preparatory materials shall include, but not be limited to, such items as:
- ◆ programs, agendas, minutes, reports;
 - ◆ briefing papers, speakers notes, motions;
 - ◆ specialised or technical vocabulary or terminology
 - ◆ names of participants;
 - ◆ contact details for speakers where requested;
 - ◆ 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 an assignment;
 - ◆ lyrics, scripts, copies of any videos or scripts of films to be shown or any other performance materials shall be supplied by the Client not less than 24 hours in advance, or in the case of BSL/English interpretation not less than 1 week in advance.

5. The LSP/s shall not, outside the context of the assignment, disclose information contained within preparatory materials. They shall be responsible for their safekeeping and immediate return to the Client at the end of the assignment.
6. Where preparatory materials are not provided or a briefing meeting is not arranged by the stipulated date, APltd and or the LSP/s reserve the right to withdraw from the assignment and the appropriate cancellation fees may apply.

13. Working Conditions for BSL/English Interpreters

- 13.1 For BSL to English interpretation, the Client is to ensure that 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 interpreters requirements. This may require the provision of audio/visual equipment, which shall include a microphone and television monitor, for the sole use of the interpreter or interpreting team.
2. For English to BSL interpretation the Client is to ensure that the interpreter 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 and audio equipment (e.g. in-ear-monitor or 'fold-back' speaker), for the sole use of the interpreter or interpreting team. If this is not possible, the Client shall ensure that the speaker's voice or film/video sound track is in any case clearly conveyed directly to the interpreter without interfering noise.

14. Working Conditions for Notetakers (Electronic and Manual), Palantypists and Speech to Text Reporters

- 14.1 The Client is to ensure that a serviceable table and chair/s are provided.
- 14.2 If possible and/or practicable, electronic services are to be projected onto a large screen otherwise, the Client is to ensure that the LSP/s are positioned adjacent to the service consumer/s and, if necessary, as near as practicable to a suitable power point.
- 14.3 The Client is to ensure that there is sufficient lighting for both the consumers of the service and LSP/s to work together comfortably.
- 14.4 The Client is to ensure that the LSP/s is/are positioned so that they are sufficiently near to the speaker to be able to hear and, (where large screens are not provided) their notes can be clearly seen by consumers of the service. This may require the provision of additional lighting and audio equipment (e.g. in-ear-monitor or 'fold-back' speaker), for the sole use of the LSP/s. If this is not possible, the Client shall ensure that the speaker's voice or film/video sound track is in any case clearly conveyed directly to the LSP/s without interfering noise.
- 14.5 The LSP/s is/are to provide a transcript/copy/printout of any notes of the assignment to the Client and/or service consumer/s on request.
- 14.6 All notes/data are to be kept confidential and either provided to the Client direct and destroyed immediately or destroyed after a period of 3 months have elapsed, in no circumstances are the notes/data to be retained by the LSP after this period; unless specifically requested in writing by the Client.

15. Working Conditions for Lipspeakers

1. As for Clause 13.2

16. Working Conditions for Deaf/Blind, 'Hands-on' and Deaf Relay Interpreters

- 16.1 The Client is to ensure that appropriate seating is provided adjacent to or immediately opposite the consumer/s of the service.
- 16.2 For non-Deaf interpreters, see Clause 13.2
- 16.3 For Deaf interpreters providing Deaf/Blind Manual, 'Hands-on' or BSL interpreting services the Client is to ensure that provision is made in accordance with Clause 13.1

17. Recordings

- 17.1 No record of an LSP's work shall be made without prior consent, except where such recording is inherent within legal proceedings. Recordings, which are intended for broadcast or publication, may incur an additional fee.

18. Complaints and Disputes

- 18.1 The Client shall notify APItd of any complaint or dispute in connection with the work carried out not later than one month from the final day of an assignment. It is further expected that the Client will raise the complaint or dispute directly with the LSP concerned to seek a resolution.
- 18.2 If the parties are unable to agree, the Client may refer the matter to the LSPs' registration body such as the Independent Registration Panel or professional association. If possible, such referral should be made no later than six weeks from the date on which the original complaint was made.
- 18.3 In the case of a complaint in relation to APItd LSP staff or against the company itself where the dispute cannot be resolved amicably between the parties, APItd will refer the dispute to The Chartered Institute of Arbitrators or the Independent Dispute Resolution Services for mediation, (whichever is the most appropriate).
- 18.4 In any event these Terms and Conditions shall be construed in accordance with English law.

19. Responsibility and Liability

- 19.1 APItd only uses the services of appropriately qualified or trained LSPs who are expected to abide by their individual Codes of Ethics and/or Professional Conduct and complaints procedures, (copies can be provided on request).
- 19.2 They shall provide their service using reasonable skill and care and in accordance with the provisions and spirit of their professional protocols.
- 19.3 Interpreters shall use their best endeavours to interpret to the best of their ability, knowledge and belief.
- 19.4 No guarantee can be given as to the absolute accuracy of any interpretation.
- 19.5 In the event of a dispute or complaint about APItd, liability shall be limited to the value invoiced.

19.6 Consequential damages and liability are expressly excluded.

20. Unfair Competition

20.1 Where the client acts as an intermediary and introduces APltd to a third party by way of business, we shall not, for a period of 6 months, approach the said third party for the purpose of soliciting work, nor work for the third party in any LSP capacity, without the client's written consent.

However, this shall not apply where:

- ◆ the third party has had previous dealings with APltd;
- ◆ APltd acts on the basis of information in the public domain;
- ◆ the Client has failed to pay APltd;
- ◆ the approach from the third party is independent of the relationship with the intermediary;
- ◆ the approach to the third party arises as the result of broad-band advertising or
- ◆ the third party is seeking LSPs on the open market.

21. Applicability and Integrity

21.1 These Terms and Conditions of Business shall be subject to any detailed arrangements or any variants expressly specified in the order relating to a particular task. No waiver of any breach of conditions in this document shall be considered as a waiver of any subsequent breach of the same or any other provision.

22. Acceptance of These Terms and Conditions of Business

1. These Terms and Conditions of Business are deemed to have been accepted by the Client either
 - ◆ once the confirmation of agreement has been received, or
 - ◆ in the absence of any further communication acceptance is assumed.