



Deaf Matters
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Terms & Conditions of Service for Interpreting Assignments (April 2024)

Preamble - Who I am:

To make this document easier to read, the term 'the Interpreter' shall be used throughout to refer to Jill Henshaw (trading as Deaf Matters). Jill Henshaw (RSLI), the Interpreter, is registered with the NRCPD. Photo ID No. 1003761. Please see [here](#) for registration details.

Preamble - Who you are:

Throughout this document the term 'Client' is used when referring to the individual, organisation, charity, business, and/or other entity which instructs, directs, employs, contracts, sub-contracts, pays, hires, buys from, and/or places a booking with Jill Henshaw/Deaf Matters.

1 Contract:

- 1.1 Any assignment for which the Interpreter is commissioned should be confirmed in writing, by way of a written contract. The contract should contain these Terms and Conditions or agreed variations to these terms.
- 1.2 Where this does not occur, the Interpreter may accept an assignment based on a verbal contract, in which case these Terms and Conditions will be deemed to apply.
- 1.3 Where the Interpreter's services have been contracted in accordance with either of the means specified above, the Client shall be wholly liable for remuneration of the Interpreter's services and reimbursement of any expenses incurred by the Interpreter in connection with the assignment (see section 2 for further information).

2 Fees and Payments:

2.1 Fees quoted in respect of an assignment, in full knowledge of the contents and conditions, will be valid for that assignment only, and be considered contractually binding.

2.2 Fees are in alignment with NUBSLI Guidance and relate to the Interpreter's skills and experience.

- **Half day fee: £180** (4 hours e.g. 9 – 1 or 1-5) and additional hours charged at £45/hr.
- **Full day fee: £360** (8 hours e.g. 8 – 4 or 9 - 5) and additional hours charged at £45/hr.
- **Short duration fee: £140** (may be applicable for some short bookings of up to 2 hours).
- **Out of hours: £200** (3 hours minimum professional fee in all circumstances 18:00 – 08:00, bank holidays and weekends). Any additional hours, or parts thereof, during the out-of-hours period charged at £55/hr.
- When a booking falls in the middle of the day a full day's fee may be charged and will be agreed with the Client at the time of booking.

The half day, and/or full day rate may be subject to change if the assignment is particularly specialist in nature and requires considerable preparation time, such as conferences. In this instance, the Client will be informed in advance and these fees will be agreed upon prior to the assignment.



2.3 The Interpreter shall be entitled to claim all expenses associated with the assignment, including, but not limited to, travel, accommodation, car parking, and subsistence. The Interpreter will operate within the following charge and recharge guidelines unless special arrangements are otherwise made in writing with the Client:

- Mileage: 45p per mile
- Tolls: at cost
- Public transport, including taxis: at cost
- Subsistence: at cost, up to £35 per day while away from home/their office(s) for the Client for any period. The following breakdown of subsistence costs is provided purely for illustration purposes, to give Clients a rough guide of how £35 might be costed out in an example day:
 - Lunch: Up to £10 per person per day
 - Dinner: Up to £20 per person per day
 - Incidental subsistence: £5 per day
- Overnight accommodation outside London: At cost, up to £150 per person per night including breakfast.
- Overnight accommodation within London: At cost, up to £200 per person per night including breakfast.

2.4 Payment of invoices shall be within 21 days, unless otherwise agreed.

2.5 Interest shall be automatically applied at 8% plus the Bank of England's base rate (or at such a rate as is determined by statute, the latter prevailing), to all overdue sums from the first date on which they become due until they are paid in full. Overdue invoices with a debt of up to £999.99 will incur a fee of £40, debts of £1,000 to £9,999.99 will incur a fee of £70, and debts of £10,000 or more will incur a fee of £100. Interest and late payment compensation is charged under the Late Payment of Commercial Debts [Interest] Act 1998 as amended and supplemented by the Late Payment of Commercial Debts Regulations 2002.

Find out more [here](#).

If an invoice is unpaid when it comes due it may be passed to a solicitor, collection agency, or similar the next working day.

3 Cancellation:

3.1 If a confirmed assignment is canceled or curtailed, for reasons for which the Client is responsible, the Client will be liable for payment of a cancellation fee (according to Clause 3.2). Any expenditure incurred as agreed in the contract and any additional expenditure incurred as a result of the cancellation shall also be reimbursed.

3.2 Any cancellation fee shall be understood as agreed between the parties, as per this document, upon acceptance of the assignment and shall be determined payable to the Interpreter in relation to the time between notification of cancellation and the start date as follows:

0 - 7 days' notice: 100% of agreed fee. 8-14 days' notice: 50% of agreed fee. 14+ days' notice: no fee.

3.3 The Interpreter undertakes to notify the Client at the earliest opportunity if she is prevented from undertaking an assignment or if performance is frustrated by unavoidable circumstances. She will attempt to assist the Client in finding a replacement interpreter, where appropriate.

3.4 In giving such notice the Interpreter shall relinquish any right to remuneration for any uncompleted part of the assignment and the reimbursement of any expenses, except those already irrecoverably incurred, or necessarily incurred in returning the Interpreter to her normal place of residence by suitable means.



3.5 When on arrival at an appointment, if the Client or visiting parties are not present, the maximum waiting time will be 30 minutes, unless requested to wait longer. However, this cannot extend beyond the allotted appointment time.

3.6 When on arrival the terms of the booking are deemed unmet (for example, but not limited to, no co-worker booked as agreed, unsafe working conditions, nature of assignment differing to original booking) the interpreter has the right to withdraw and to invoice the client the full amount of the agreed fee.

4 Preparation material/information:

4.1 Upon confirmation, full details of the assignment should be provided to the Interpreter, including location of the assignment, start and finish times and contact details. The Client shall provide the Interpreter with as much information as possible about the nature of the assignment, participants, and content of the assignment, including numbers of hearing people expected; numbers of Deaf people expected; style/formality, dress code, lecture notes/presentation material and any performance items; the aims, objectives, and expected/desired outcomes.

5 Working conditions:

5.1 If an assignment requires interpretation for longer than 60 minutes or this is anticipated; the assignment is of a specialist or high intensity nature; or will include multiple participants contributing in quick succession, two Interpreters will be required. This will ensure the quality of the interpretation is maintained, whilst protecting the Interpreter's health and safety and her future well-being. The co-working interpreters will support each other throughout the assignment, ensuring that a high-quality service is maintained. Some bookings will require a team of Interpreters, this will be discussed and agreed on at the time of booking.

5.2 Where the Interpreter is working alone, regular breaks will be required to ensure the quality of interpretation is maintained and to protect the Interpreter's health and safety and her future well-being.

5.3 The Interpreter will always abide by the Code of Conduct set down by the National Register of Communication Professionals with Deaf and Deafblind people (NRCPD). The Code of Conduct is available [here](#). The overarching ethical principles will always be at the forefront of the Interpreter's decision-making and actions.

5.4 No audio or video recordings of the Interpreter's work should be made without prior consent, except where such recording is required for legal purposes. Recording of the Interpreter's work for broadcast or publication may incur additional costs. The Interpreter reserves the right to refuse to be recorded, where appropriate, and to seek details of where recordings will be stored, shared and how long recordings will be kept/shared for.

5.5 The Client is solely responsible for obtaining (and ensuring obedience to) any licence, qualification, certification, guidance or other authority, which may be required for the safe and legal completion of the assignment (including but not limited to PPL; PRS for Music; TENs; Premises Licence; BBFC, performance licence; replication, public performance, transmission, or broadcast licenses; personal; public and location release forms; health and safety and risk assessments; OFCOM; GDPR; Data Protection Act 2018; PECR; Copyright, Designs and Patents Act 1988) and agrees to abide by all legal and moral guidelines relating to the provision of services by Jill Henshaw/Deaf Matters.



6 Privacy:

The Interpreter will collect and process personal data in accordance and compliance with the General Data Protection Regulation ((EU) 2016/679) (“GDPR”), Data Protection Act 2018, any other national implementing laws, regulations and secondary legislation, and any successor legislation to the GDPR or DPA 2018.

Personal data may be received directly from the data subject, via automated technologies, or via a third party, such as an agency, where applicable.

Personal data will only be used for the purposes for which it was collected, unless The Interpreter reasonably consider that it needs to be used for another reason and that reason is compatible with the original purpose.

The Interpreter may process personal data without your knowledge or consent, in compliance with GDPR and other relevant legislation, where this is required or permitted by law.

The Interpreter may transfer data outside of the European Economic Area (EEA) but only where there are assurances that transfers meet all legal requirements. The Interpreter uses QuickBooks for accounting which aligns its own policies with GDPR.

Portable devices on which personal data may be stored are encrypted, and access is secured.