

TERMS and CONDITIONS for individuals providing FACE-to-FACE INTERPRETING SERVICES

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1 DEFINITIONS

In this document, the words and phrases listed in the first column of the table below have the meanings shown alongside them in the second column.

Table 1: definitions	
Word or phrase	Meaning
booking	An arrangement made either orally or 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 including without limitation those at 2.12.
cancellation fees	The fees we pay you in accordance with the provisions set out in paragraph 5, 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.
minimum daily payment	The minimum payment, as shown in Table 3: minimum daily payments, due to you for the first part of each day's attendance at a booking , where such first part is less than or equal to the minimum daily payment period .
minimum daily payment period	Three hours.
National Agreement	The " National Agreement on arrangements for the use of Interpreters, Translators and Language Service Professionals in investigations and proceedings within the Criminal Justice System, as revised 2007" as published on the internet at the following address – http://police.homeoffice.gov.uk/news-and-publications/publication/operational-policing/national-agreement-interpret.pdf – or any successor to that document.
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 ".

2 GENERAL PROVISIONS

2.1 Binding effect

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

2.2 Prevailing terms and conditions

2.2.1 **We** reserve the right to supplement, change, amend or vary these terms and conditions at any time. **We** will make the prevailing version available at the following internet site address (URL), unless technical or other reasons prevent **us** from doing so: <http://commercial.homeoffice.gov.uk/doing-business/terms-and-conditions/>

2.3 Breach

2.3.1 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.

2.4 No guarantee

2.4.1 **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**.

2.5 Notification

2.5.1 **You** must notify **us** in writing:

- (i) immediately, of any change of **your** fundamental details such as name and address; and/or
- (ii) as soon as is practicable, of any reasonably foreseeable period of **your** unavailability for future **bookings**.

2.6 Freedom of Information Act

2.6.1 **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**.

2.7 Entire Agreement

2.7.1 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**.

2.8 Contracts (Rights of Third Parties) Act 1999

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

2.9 Law and Jurisdiction

2.9.1 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.

2.10 Applicability and review

2.10.1 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. They do not apply to individuals providing interpreting services for the deaf or

hard of hearing, involving other, non-purely-spoken forms of interpreting such as sign-language and/or lipspeaking.

- 2.11 These terms and conditions including the payment rates contained herein shall be subject to annual review on 1st March (or the nearest working day thereto) every year, taking account of the rise or fall – over the most recent 12-month period for which corresponding figures are available as at that date – in the Consumer Prices Index (CPI) as published by the Office for National Statistics on its website at <http://www.statistics.gov.uk/statbase/tsdataset.asp?vlnk=7174&More=N&All=Y>, or any appropriate successor to such index and/or website.

2.12 Multiple assignments within a booking

- 2.12.1 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”), and attracts at minimum the **minimum daily payment**.
- 2.12.2 **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 during either (a) the **booking’s** specified estimated duration, or (b) the **minimum daily payment period**, whichever is the longer period. Any such assignments will not attract any additional payment except in relation to attendance time as specified in the following paragraph.
- 2.12.3 **You** may at **your** discretion choose whether to decline or accept any additional assignment (beyond the first) which would clearly result in an extension of the **booking’s** duration beyond that originally estimated. If **you** choose to accept any such additional assignment, any attendance time beyond the **minimum daily payment period** on any day will be paid at the attendance time rate as set out in Table 4.

3 ALLOCATION OF BOOKINGS

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

4 SUBMISSION AND PAYMENT OF CLAIMS

- 4.1 **We** will make payment to **you** in respect of a completed **booking** in accordance with this paragraph 4, on submission by **you** of a valid claim for payments in accordance with the tables set out under paragraph 4.2. A separate claim must be submitted for each and every **booking**.
- 4.2 **You** may claim any of the following types of payments that are properly due to **you** in association with the **booking**. The rates shown are those applicable to **bookings** arranged on or after 11th June 2007 and shall prevail unless otherwise agreed in writing by **us** and/or amended in accordance with paragraph 2.11.

Payment type	Description	Rate
Minimum daily payment	As defined in Table 1: definitions.	As indicated in Table 3: minimum daily payments.
Attendance time payment	Payment for that part of your daily attendance time at a booking (including any breaks taken in accordance with paragraph 6.6) which exceeds the minimum daily payment period .	The relevant attendance time rate – as shown in Table 4 – per quarter-hour or part thereof.

Table 2: payment types		
Payment type	Description	Rate
Travel time payment	<p>Payment for the time that you reasonably spend each day travelling (a) to the booking location, and (b) back to your home, if you have no further bookings that day.</p> <p>If you do have one or more further bookings that day, you should (i) claim separately against each of them for (a) as above; and (ii) claim for (b) only against the last booking of the day.</p>	<p>The relevant travel time rate – as shown in Table 4 – per quarter-hour or part thereof.</p>
Mileage costs payment	<p>Payment for your mileage when using your own transport for travelling between your home (or other reasonable base location) and the booking location.</p>	<p>By car or motorcycle: 25p per mile – or, where there was no reasonable public transport alternative (for reasons of time, cost, disability, infirmity, or carriage of necessary materials): 45p per mile</p> <p>This rate may exceptionally, and at our sole discretion, be varied where the use of a private motor vehicle was necessary (for example, because no public transport was available), or where a considerable saving of time was made (for example, where you would have been required to stay overnight, or leave and return at unreasonable hours, if public transport had been used), or the use of a private motor vehicle was otherwise reasonable (for example, if you are elderly or disabled, or necessarily carrying bulky materials that could not reasonably have been carried by public transport). In such exceptional cases, we may at our sole discretion increase this rate to 45p per mile.</p> <p>By pedal cycle: 20p per mile</p>
Expenses reimbursement	<p>Reimbursement of your reasonable and evidenced expenses in connection with a booking, in relation to: travel-ticket costs; and/or taxi fares; and/or parking fees; and/or overnight accommodation and other associated costs (including meals) where the booking requires you to stay for one or more nights at or near the working location.</p>	<p>Your reasonable corresponding expenses as evidenced by original and dated receipts accompanying your claim, subject to the following maxima in relation to overnight accommodation and other associated costs.</p> <p>Maximum claimable for accommodation costs: £85.25 per night in Birmingham, London, Manchester, Leeds, Liverpool and Newcastle upon Tyne; and £55.25 per night elsewhere.</p> <p>Maximum claimable for other associated overnight costs: £26 per night.</p>

Table 3: minimum daily payments	
Monday to Friday	£85.00
Saturday, Sunday, and Public Holiday	£110.00

Table 4: attendance time and travel time rates		
	Per ¼ hr or part thereof	
	Attendance Time Rate	Travel Time Rate
Monday – Friday	£7.50	£3.75
Saturday, Sunday, and Public Holiday	£10.00	£5.00

- 4.3 We will issue payment in full of the sums claimed (without interest), once approved by us, within 30 days of receipt of a valid claim, provided that the **booking** is satisfactorily and fully completed. If you have not received payment within 6 weeks of submission by you of a claim, you should contact the location at which the **booking** took place and notify staff there accordingly.
- 4.4 The rates shown under paragraph 4.2 are exclusive of value added tax (VAT). VAT may be chargeable and/or payable by you, as applicable to your situation. It is your responsibility to ensure that you charge and/or pay the correct amount of VAT as appropriate and in accordance with prevailing regulations. If you are VAT registered you should inform us prior to accepting any **booking** and you should keep us informed of any subsequent change to your status in this respect.

5 CANCELLATION OF BOOKINGS

- 5.1 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, including, without limitation, any expenses you may have incurred in preparing for the **booking**.
- 5.2 Where we:
- 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
 - do not offer you another **booking** for the same starting date and of equal or greater estimated duration,
- you may claim a sum, construed as **cancellation fees**, equal to the **minimum daily payment** (as shown in Table 3: minimum daily payments under paragraph 4.2) that would have applied to the originally planned start-time for the **booking**. You should submit a separate claim in respect of each **booking** so cancelled, quoting in each case the reference number or other details identifying the cancelled **booking**.
- 5.3 Where you attend a **booking** which we cancel or terminate at or after its appointed start-time and before its originally estimated duration has elapsed, then you may claim **cancellation fees** at the rate of £30 for each wholly cancelled day up to a maximum limit of 5 such days. These **cancellation fees** are payable in addition to any other payments due in respect of your attendance at the **booking** up to the point at which it is cancelled. The following examples, in Table 5: examples of **cancellation fees**, are given by way of illustration.

Table 5: examples of cancellation fees		
Originally estimated duration of booking	Day on which booking actually finishes	Cancellation fees payable
3 days	Day 1 (first day of progress)	£60: second and third day of originally estimated progress, at £30 each
5 days	Day 2 (second day of progress)	£90: third, fourth, and fifth day of originally estimated progress, at £30 each
10 days	Day 3 (third day of progress)	£150: 7 wholly cancelled days but subject to a limit of 5 days at £30 each

- 5.4 **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**.

6 SERVICE REQUIREMENTS

6.1 Accuracy

- 6.1.1 **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 – always in accordance with paragraph 6.3.1.8 – 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.
- 6.1.2 **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 **our** premises at the end of the **booking**.
- 6.1.3 **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.

6.2 Contextual awareness

- 6.2.1 **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.

6.3 Ethical and Professional Conduct

- 6.3.1 **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 interpreter services for that **booking**. In this regard, and without limitation, **you** should:
- 6.3.1.1 dress in an appropriately professional manner while in attendance at a **booking**;
 - 6.3.1.2 behave in a professional manner while in attendance at a **booking**;
 - 6.3.1.3 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**;
- 6.3.1.4 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;
- 6.3.1.5 disclose any information, including (but not limited to) any previous or pending:
- 6.3.1.5.1 charge, conviction, or caution for any criminal offence; and/or
- 6.3.1.5.2 professional or other disciplinary proceedings; and/or
- 6.3.1.5.3 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**;
- 6.3.1.6 respect confidentiality at all times;
- 6.3.1.7 not give advice, legal or otherwise, to any person taking part in the **booking**;
- 6.3.1.8 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;
- 6.3.1.9 not seek to take advantage of any information disclosed to **you** during, or at any time in association with, the **booking**;
- 6.3.1.10 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**;
- 6.3.1.11 not act in any manner likely to bring **us** into disrepute; and
- 6.3.1.12 not be under the influence of any intoxicating substance at any time during a **booking**.

6.4 Impartiality

- 6.4.1 **You** are required to be impartial at all times.

6.5 Intervention

- 6.5.1 **You** should intervene only:
- 6.5.1.1 to ask for clarification;
- 6.5.1.2 to point out that a party may not have understood something;
- 6.5.1.3 to alert the parties to a missed cultural reference; or
- 6.5.1.4 to ask for due accommodation for the interpreting process, such as (but not limited to) a necessary pause for note-taking or other purposes.

6.6 Meal and other breaks

- 6.6.1 **You** must take a meal or other refreshment break of 30 minutes at the end of each continuous period of 3 hours' provision of **your** services, and such other breaks (including lunch breaks) as **we** may impose during the period of such provision. In addition, if at any time **you** feel the need for any type of break, whether through fatigue; or the need for refreshment; or for any other reason that might affect **your** ability to act as an interpreter, **you** should ask for a break and **we** will not unreasonably decline any such request.

6.7 Mobile phones, pagers, and similar devices

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

6.8 Period of availability for a booking

6.8.1 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.

6.9 Qualification criteria

In order to be booked by us as an interpreter, you must at all times meet the qualification criteria for interpreters as set out in the National Agreement, unless we specify any alternative qualification criteria.

6.10 Quality Assurance

6.10.1 We may observe your provision of interpreting services to us, to assure the requisite quality and standards of service, in the following circumstances:

- (i) at each of the first few bookings you undertake for us, and at intervals or on occasions chosen by us thereafter; and/or
- (ii) where a complaint has been received with regard to your performance.

6.10.2 Where such observations are carried out, we will on written request provide you with details of the outcome.

6.11 Security clearance

6.11.1 You may at any time be subjected to security-clearance procedures carried out by us or an agent acting on our behalf. Such procedures may be carried out with or without your knowledge. In the event that such procedures fail to establish satisfactory security clearance for you, we may bar you from working for us. Such barring shall be at our sole discretion without any right of appeal or explanation of the reasons for it.

6.12 Translation

6.12.1 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.

6.13 Types of Interpreting

6.13.1 At the booking, you may be required to provide any or all of the following types of interpreting: simultaneous interpreting, or whispered interpreting, or consecutive interpreting.

7 ATTENDANCE and PUNCTUALITY

7.1 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.

7.2 On arrival at and departure from the booking, you must sign a register (or use such other systems as we may use from time to time) to identify yourself and record your times of arrival and departure.

7.3 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 (whether in accordance with paragraph 6.1.3 or otherwise), you must advise the official presiding over the booking

accordingly, 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.

7.4 Provided that **you** fulfil the condition at paragraph 7.1, **your** attendance time at the **booking** (for the purposes of payment as specified under paragraph 4.2) 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**, as recorded in accordance with paragraph 7.2.

Otherwise, **your** attendance time at the **booking** (for the purposes of payment as specified under paragraph 4.2) shall be construed as the period from the time of **your** arrival, as recorded on the register (or such other system as **we** may use from time to time), until the time of **your** departure, as similarly recorded.

7.5 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 centre 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.

7.6 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.

8 YOUR LIABILITY

8.1 Confidentiality

8.1.1 **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.

8.1.2 Paragraph 8.1.1 shall not apply to information which:

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

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

8.1.2.3 **you** are under a legal obligation to disclose.

8.1.3 **You** will indemnify **us** against any costs, claims, losses, or expenses which **we** incur as a result of a breach by **you** of paragraph 8.1.

8.2 Equal Opportunities

8.2.1 **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 characteristic 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.

8.3 Fraud, corruption, or misuse

8.3.1 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.

8.4 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.

8.5 Income Tax and National Insurance

- 8.5.1 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.

8.6 Insurance and Legal Protection

- 8.6.1 **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.

8.7 Official Secrets Act

- 8.7.1 **You** agree to abide by the Official Secrets Acts 1911 to 1989 and to exercise corresponding care in the **use** of information **you** acquire during the course of **your** duties.

8.8 Other Government Departments and Agencies

- 8.8.1 From time to time **we** may provide details of the interpreters **we** use to other government departments and/or agencies and/or public sector bodies requiring interpreter services. If **you** do not want **us** to pass on **your** details to such entities **you** must notify **us** accordingly in writing.

8.9 Professional Indemnity Insurance, Legal Action, and Costs

- 8.9.1 **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.

8.10 No partnership

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