

National Union of Professional Interpreters & Translators
TERMS OF APPOINTMENT

for Courts, Police, Immigration & Customs

Definitions Interpreter shall mean the provider of the service. Client shall mean the buyer of the service; the client can be a Court, the Police services, Immigration services, Customs & Excise or Probation service.

Integrity Interpreters shall be morally responsible for the integrity of their work and shall not bow to any pressure in carrying out the work (most Met interpreters have signed the official Secrets Act).

Secrecy Interpreters are bound by professional secrecy and have the same duty of confidentiality as solicitors when interpreting in a conference between solicitor/barrister and a defendant. This also applies to Probation service interviews.

Contract All assignments shall be confirmed in writing whenever possible this should include name of person to contact with telephone number, name of person for whom the interpreter is going to interpret and language or dialect. If there is not time for a written confirmation the oral confirmation should consist of the same information as the written. Once booked the contract is binding and the client is liable for payment of a minimum of three hours plus travelling expenses by public transport or as otherwise agreed.

In cases where an interpreter is booked by the Court and there is a double booking the interpreter booked by the Court should receive at least the equivalent of a whole day's fee [*On several occasions interpreters have been booked by the Crown Court for one week or two weeks trial and when they arrive at Court they find that they were booked by the Court but the defence*

solicitor decided to take along another interpreter, the interpreter booked by the Court is then dismissed – one such Court is Kingston]. The interpreter for a trial at a Crown Court should be booked at the Plea & Directions hearing and kept informed of any alterations. There must be reasonable rest/comfort breaks and certainly not more than 2 hours continuous interpreting.

In the case of the Probation service if the defendant does not show for his/her appointment the interpreter should be paid the full fee [*At the present time the Probation service pays half of the fee please see Fees*]

With Lord Auld's recommendations in mind, in trials where there are two or more defendants in the dock, there should be two interpreters working on a relay system and communicating with the defendants by means of portable radio microphones and headsets. This also applies when there are multiple language defendants. [*It is very difficult to do a good job when, what you are interpreting is echoed by your colleagues in another language*]. Consideration should be given for interpreters' safety when interpreting for dangerous or mentally ill defendants.

Substitution of Interpreters Substitution shall only be permitted in emergencies. If it is at all possible, the interpreter undertakes to arrange for a suitably qualified replacement in such cases, who will work on the same terms the interpreter had previously agreed with the client.

Preparation The Police Officer shall brief the interpreter on the type of case and what is alleged so that the interpreter can prepare him/herself mentally for the task ahead. The same applies to Probation Officers, Customs Officers and Immigration Officers. As far as trials are concerned interpreters should be given or have access at Court to an evidence bundle similar to that of the prosecution, especially when expert evidence is involved.

Visibility/Audibility It should be ensured that the interpreter has full visibility of the speakers and that the speaker is sufficiently near to be clearly heard for consecutive interpreting.

Duration A normal working day shall be 7.5 hours, with a morning break, one mid-day break of at least one hour and one afternoon break. No demands will be made on the skills of the Interpreter during the breaks. For work in excess of this period additional fees will be negotiated and/or additional interpreters will be hired. The Working Time Directive will be adhered to at all times.

Fees *This is a matter that NUPIT is trying to resolve for all interpreters. At the present time there is great disparity as follows:*

Magistrates Courts - Pay £84 for half a day and £168 for whole day (half a day being from 10.00 to 13.00, if the case goes on to 14.00+ then the full day fee is paid – whole day is from 10.00 to 16.30 or later in some courts, for additional cases the payment is £27.00 on top. Travel expenses via public transport reimbursed or alternatively mileage paid.

Probation Services – Pre-sentence reports. Initial or single interview £87.00, ongoing supervision £54.00, client's failure to appear £43.50. Exceptional additional costs £29 per hour. on the basis of half day and full day rates (£84 and £168.

Crown Court (depending on the Clerk) maximum is usually £28 per hour interpreting and 80% for travelling time. [*Clerks of the Court always quote "Regulations 16.20.21 and 24 of the Costs in Criminal Cases (General) Regulations 1986" NUPIT has not had sight of these Regulations so cannot comment on their veracity*]

Immigration for the first hour they pay £39, and then £13 per hour minimum of three hours (£65).

Customs and Excise will pay Metropolitan Police interpreters' rates, but you must get verbal agreement before accepting the job.

The Metropolitan Police pay £30 per hour, minimum two hours and 80% travelling time.

Crown Prosecution Service pays £84.00 for half day, £168 full day and intermediate rate of £125. If required to stay overnight in inner London they pay £59.90, outside London £54.55 is paid for hotel accommodation. [Witness Allowances: Experts, Professionals & Interpreters effective 1/9/99], plus travel expenses (public transport or mileage).

Travel and accommodation The mode of travel and the accommodation provided will be established in each contract. The interpreter will use the fastest possible means to get to the destination. Taxis to and from stations and airports will be refunded. Tickets must be fully flexible and accommodation will be single occupancy with private facilities and telephone. The client will provide both tickets and accommodation. Should the booking be left to the interpreter, expenses will be refunded on the first day of the Event and receipts provided.

Disputes Disputes between or complaints against NUPIT members shall be settled in accordance with the NUPIT Code of Practice. All endeavours will be made to settle matters amicably. Should this not be possible, UK law shall apply.

Payment Fees and expenses should be paid within 30 days of date of invoice or completion of work.

VAT Value Added Tax is chargeable in addition to any fees, where applicable.