

Please accept the following terms and conditions

## Interpreting Services Agreement Version 1.4

**INTERPRETING SERVICES AGREEMENT ("Agreement") DATED .....  
("Commencement Date") BETWEEN:**

(1) **Capita Translation and Interpreting Ltd** hereinafter referred to as Capita and registered in England and Wales as company number 05122429 and having its registered office at 17 Rochester Row, Westminster, London SW1P 1QT; and

(2) ..... [Limited], ("the Interpreter"), [registered in [insert UK territory] as company number .....and having its registered office at ..... ] [operating primarily from the address .....] (delete as applicable)

### **1. Language Services**

Upon entering into an Assignment, Capita hereby engages the Interpreter to provide the Services. Capita will detail the Assignment to the Interpreter in a format in accordance with Attachment 1 appended hereto (such detail shall be referred to as the Job Confirmation) on a non-exclusive basis and the Interpreter hereby agrees to provide the Services upon the terms and conditions set out in this Agreement and in accordance with the Attachments. In the event that an Interpreter undertakes any activity which has not been detailed by Capita in accordance with this Clause 1, Capita shall have no obligation in respect of payment or otherwise in favour of the Interpreter. Furthermore the Interpreter shall have no rights under this Agreement in respect of any such activity which is not detailed by Capita in accordance with this Clause 1.

### **2. Duration**

Subject to the provisions of Clause 6 (Termination), and any Notice set out in the Job Confirmation, this Agreement shall be deemed to have commenced on the Commencement Date and shall continue until such time that either party issues written notice in accordance with Clause 6. ("Term").

### **3. Interpreter's Obligations**

3.1 During the Term the Interpreter shall provide the Services to Capita or Capita's client (hereinafter referred to in this Agreement as the "Client") and shall devote such of its time, attention and abilities as may be necessary for the proper performance of its duties under this Agreement and at such locations (referred to herein as "Locations") as are set out in the Job Confirmation. The Interpreter shall at all times make all reasonable endeavours to be contactable via mobile device on any day when the Interpreter is engaged to provide Services to Capita, other than at such times that Services are being performed by the Interpreter.

3.2 The Interpreter warrants and undertakes to Capita that:

(i) it shall discharge all of its obligations under this Agreement in a timely, prompt and diligent manner and with all reasonable due care, skill and diligence and, without limiting the generality of the foregoing, in accordance with good industry practice which for the purposes of this Agreement shall mean the exercise of that degree of skill, diligence and foresight which would reasonably and ordinarily be expected from a

skilled and experienced Interpreter seeking in good faith to comply with its contractual obligations (including any Assignment specific obligations as set out in the Job Confirmation), complying with all applicable laws and relevant legislation and engaged in the same type of undertaking and under the same or similar circumstances or conditions ("Applicable Law");

(ii) it has full capacity, capability and authority (including all necessary licences, consents, security clearance checks (and, where applicable, any visa requirements) to perform this Agreement, and once executed this Agreement will constitute a legal, valid and binding obligation on it and it is not party to any agreement or arrangement which may prevent or hinder the proper performance and discharge of its obligations under this Agreement;

(iii) it will cooperate with Capita in all matters relating to each Assignment as detailed in the Job Confirmation.

3.3 The Interpreter shall provide the Services to Capita in accordance with the terms of this Agreement. The parties acknowledge that the Interpreter may not utilise any other individual or organisation in place of the Interpreter for these purposes.

3.4a Any time for commencement of an Assignment shall be as specified in the Job Confirmation and time shall be of the essence. Failure on the part of the Interpreter to commence the Assignment in accordance with the time stated in the Job Confirmation shall constitute a breach.

3.4b In the event that an Assignment is deemed to have been completed to a standard that is not in line with the Interpreter's obligations as set out at clause 3.2 (i), then Capita shall be entitled to charge a Complaint Administration Fee in respect of such work, in the manner set out at Attachment 3.

3.5 During the term of an Assignment and until such time as an Assignment is completed, the Interpreter undertakes that it shall: (i) keep detailed records in the prescribed format of the time spent in connection with the provision of the Services and shall at Capita's request make such records available for inspection and/or provide copies thereof to Capita; (ii) use its reasonable endeavours to protect the interests of Capita; (iii) where required, attend conference calls relevant to the provision of the Services as Capita may request and in relation thereto to prepare and submit any reports or supply any information relating to the Services as may be required by Capita from time to time; (iv) comply with those policies and procedures of Capita (and any client of Capita) relevant to the completion of the Assignment provided always that such are communicated to the Interpreter.

3.6 Without prejudice to Capita's other rights and remedies set out herein, the Interpreter shall promptly inform Capita of any errors in the provision of the Services, and shall take steps to ensure that such errors are not repeated.

3.7 The Interpreter shall not accept any engagement or instructions which would or might result in the creation of a conflict of interest in respect of the Services or the business affairs of Capita. In the event that

the Interpreter becomes aware of a potential conflict of interest, the Interpreter shall notify Capita immediately.

3.8 The Interpreter shall at all times ensure that all health and safety rules and regulations that apply at any Location set out in Attachment 1 are observed, and shall furthermore notify Capita immediately upon becoming aware of any health and safety hazards or issues which arise in relation to the Services described in the Job Confirmation.

3.9 The Interpreter shall inform Capita as soon as is reasonably practicable in the event that the Interpreter is convicted of a criminal offence or is arrested on suspicion of or accused of or charged with any criminal offence.

3.10 The Interpreter shall promptly and in a timely manner inform Capita of any anticipated or possible non-performance or underperformance in respect of an Assignment. This obligation shall additionally apply in any circumstance where an actual or potential extension to an Assignment's duration may result in the Interpreter failing to attend a subsequent Assignment at the contracted time. Failure by the Interpreter to inform Capita as described in this Clause 3.10 may result in an Assignment not being fulfilled and in such event the provisions of paragraph 3.2 (Interpreter Cancellation) of Attachment 3 shall apply.

3.11 For the avoidance of doubt the parties agree that the Interpreter is not an agency worker as defined under the Agency Worker Regulations 2010, and furthermore the provisions of clause 11.7 shall apply.

3.12 The Interpreter shall at all times in its performance of the Services comply with the Code of Professional Conduct as stated at Attachment 2 to this Agreement and as amended by notification from time to time.

3.13 The Interpreter shall ensure that they accurately provide, and subsequently maintain in a timely manner, all relevant details in respect of UK address, qualifications, skills and work/residence clearances to the extent required for the purposes of Capita's Interpreter database.

3.14 By entering into this Agreement the Interpreter gives its consent for Capita to obtain references, confirmation of security clearances and to carry out checks to verify with the relevant awarding bodies that qualifications stated are as stated.

## **4. Capita's Obligations**

4.1 Capita shall provide the Interpreter with all necessary access to information reasonably required for the completion of each Assignment by the Interpreter.

## **5. Fees and Benefits**

5.1 In consideration of the provision of the Services to the reasonable satisfaction of Capita, Capita shall pay to the Interpreter the fees as calculated in line with the hourly rates and expenses referenced within Attachment 1 (the "Fees"), provided that:

- (a) the completion of an Assignment has been ratified in accordance with Clause 5.2 below; and
- (b) the Interpreter has subsequently accepted the due amount as set out in the electronic invoice issued by Capita (which may be referred to as the "pro forma invoice").

Such payment shall be made within fifteen working days of acceptance as described at 5.1 (b) above.

Payment of any Value Added Tax properly chargeable on such Fees shall be made within 15 working days of receipt of a valid Value Added Tax invoice. Such payment shall be made by BACS payment to an account advised by the Interpreter. Capita shall retain electronic records relating to each Assignment for a period of six months only, beyond the date of commencement of each Assignment. In the event that an Interpreter has not completed acceptance as described at 5.1(b) above within six months of the date of commencement of the associated Assignment, then Capita will require that the Interpreter provides full evidence of the Assignment in accordance with Clause 5.2.2.

5.2.1 From time to time the Client may electronically ratify that an Assignment has been completed, to include the duration worked. The payment process in respect of each Assignment shall not commence until such ratification has been completed. In the event that the Client has not ratified the completion of an Assignment within 72 hours of commencement of an Assignment, then the Interpreter shall be entitled to electronically complete such ratification in order to initiate the payment process described at Clause 5.1.

5.2.2 For any Services the Interpreter provides under this Agreement, the Interpreter shall complete and retain a timesheet which confirms the duration worked, and (if applicable and if agreed in advance with Capita) details and receipts of any expenses claimed. All timesheets must be countersigned and fully completed by a representative of the Client and must subsequently be retained by the Interpreter. Upon request by any representative of the Client, an Interpreter shall allow the Client to make copies of fully completed timesheets. In the event of any dispute in relation to any payment, a fully completed timesheet will be the Interpreter's primary evidence of any work undertaken, and therefore it is incumbent upon the Interpreter to retain timesheets for a suitable duration.

5.3 No payment will be made by Capita in respect of holiday, sickness, pension rights, redundancy pay or other benefits.

5.4 The Interpreter will be solely responsible for all tax liabilities, national insurance contributions, social security contributions and any other taxes and deductions payable in respect of the Interpreter for the provision of the Services, and hereby indemnifies and agrees to keep indemnified Capita in respect of any claim, expense, loss, penalty or other liability howsoever arising out of the payment or non-payment of any tax or other liability to the Inland Revenue or any other statutory or regulatory authority by the Interpreter

arising out of the provision of Services by the Interpreter under this Agreement or arising out of any breach by the Interpreter of Clause 5.5 below.

5.5 The Interpreter shall ensure, throughout the Term, that it does not have in place any arrangement involving the use of any scheme to avoid UK tax by diverting income of a UK resident individual to a non-UK resident company, partnership or trust of the payments made under this Agreement, or on any transaction connected with or resulting from this Agreement or the Services. This clause shall apply where liability for UK tax and National Insurance Contributions would exist were the UK resident person to be employed directly by Capita or Capita's Client, and whether or not the Interpreter is based in the UK.

5.6 Capita shall have the right to terminate this Agreement for breach forthwith, without liability or cost, in the event that: (i) the Interpreter is at any time in breach of Clause 5.5; or (ii) Capita has good reason to believe that the Interpreter is or will in future be in breach of Clause 5.5; or (iii) any competent authority (including, without limitation, Her Majesty's Revenue and Customs) instigates any investigation or brings any charges against the Interpreter in relation to the use of a scheme of the type identified in Clause 5.5.

5.7 Any electronic invoice raised by Capita on behalf of the Interpreter shall be deemed to be accurate unless the Interpreter notifies Capita before providing acceptance in accordance with Clause 5.1 (b). In the event of any dispute between the Interpreter and Capita concerning an invoice, the amount in dispute shall be resolved reasonably between the parties. Any dispute instigated by the Interpreter shall only be considered if supported by a fully completed timesheet and/or receipts in accordance with Clause 5.2.2. In the event of any discrepancies between the duration worked as set out in a completed timesheet and the duration worked as set out in electronic ratification as described at Clause 5.2.1, then a fully completed timesheet shall have precedence in all circumstances. Either party may initiate a dispute relating to any individual payment within six months of the date of commencement of the associated Assignment.

## 6. Termination

6.1 Capita may terminate this Agreement for convenience with immediate effect by giving the Interpreter notice in writing by post or email. Such termination shall include (unless explicitly stated otherwise by Capita) termination of all Assignments which are scheduled for future dates.

6.2 Capita may by notice in writing by post or email terminate this Agreement with immediate effect and without any requirement for payment in respect of the Assignment(s) which have caused such termination, if the Interpreter:

- (i) is in the reasonable opinion of Capita not competent to perform the Services in line with good industry practice, commits any act of gross misconduct and/or neglects or omits to perform the Services or any of its duties or obligations under this Agreement; or
- (ii) fails to carry out the Services or the duties reasonably and properly required of it under this Agreement or an Assignment, including any failure to complete an Assignment; or

(iii) enters into administration, liquidation, or makes any composition with its creditors; or  
(iv) conducts itself in any manner which, in the reasonable opinion of Capita, has brought or is likely to bring either the Interpreter or Capita into disrepute or is likely to impair the Interpreter's ability to provide any of the Services to Capita or to do so in any manner or at any time which Capita shall reasonably have required of it.

6.3 The Interpreter may terminate this Agreement by giving 14 working days' notice in writing by post or email if Capita is in breach of any of the terms of this Agreement and which, in the case of a breach capable of remedy, is not remedied by Capita within 14 working days of receipt by Capita of a notice from the Interpreter specifying the breach and requiring its remedy.

6.4 The Interpreter may by giving 14 working days' notice in writing by post or email terminate this Agreement for convenience.

6.5 Termination or expiry of this Agreement shall not affect either of the parties' accrued rights or liabilities or affect the coming into force or the continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after termination, including Clauses 7, 8 & 9.

6.6 In the event that the Interpreter fails to attend an Assignment without notifying Capita or cancels attendance of an Assignment, then the Interpreter may be liable for an Assignment Cancellation Charge which shall be applied in accordance with paragraph 3.2 of Attachment 3. The circumstances under which an Assignment Cancellation Charge may be made by Capita and the means by which it shall be levied are referenced at Attachment 3.

6.7 In the event that Capita cancels an Assignment or in the event that an Assignment is curtailed, then from time to time the Interpreter may be due payment of an Assignment Cancellation Payment. The circumstances under which an Assignment Cancellation Payment may be payable by Capita and the means by which it shall be paid are referenced at Attachment 3.

## **7. Confidential Information, Data Protection and Intellectual Property Rights**

7.1 The Interpreter shall treat as secret and confidential and not at any time for any reason disclose or permit to be disclosed to any person or otherwise make use of or permit to be made use of any information relating to Capita's or Capita's Clients' technology, technical processes, business affairs or finances or any other information relating to an Assignment or Client of Capita where knowledge or details of the information was received during the period of this Agreement or previously. In addition the Interpreter shall at all times adhere to the obligations and provisions relating to confidentiality as set out in Attachment 2.

7.2 Immediately upon completion of an Assignment and prior to leaving the location where the Assignment was fulfilled, the Interpreter shall hand over to an authorised official of the Client all working papers or

other material (in whatever format it is stored) and copies provided to it pursuant to that Assignment or prepared by the Interpreter. For the avoidance of doubt this clause shall not apply to timesheets.

7.3 Not used.

7.4 The obligations of confidentiality set out in this Clause 7 shall not apply to material which (i) is in the public domain at the time of disclosure or used by the Interpreter other than by breach of the Interpreter of its obligations under this Agreement; or (ii) is proved (by documentary evidence) to already be in the possession of the Interpreter and at its free disposal prior to disclosure to it by Capita; or (iii) has been received by the Interpreter from a bona fide third party without breach of any obligations by such third party to Capita and with the right to disclose or use the same.

7.5 (a) In order to ensure that Capita complies with the provisions of data protection legislation in force from time to time, the Interpreter shall ensure that all information of a personal nature which relates to Capita or any Capita Group company (including without limitation any employees of such, any clients of such, or any employees or customers of such clients) or to any Client or individual at the location where the Assignment was fulfilled, and to which the Interpreter has access, is treated with the utmost confidentiality at all times and that all reasonable steps are taken to prevent the unauthorised deletion or amendment, accidental loss, deliberate loss or disclosure of such information.

7.5 (b) The Interpreter acknowledges and agrees that Capita may hold the Interpreter's personal data and use the personal data in the course of its activities in sourcing Interpreters for Assignments. The Interpreter also consents that Capita may disclose the Interpreter's personal data to any authorised representative of a Client and/or third party if it deems that to do so is necessary for the appropriate conduct of Capita's business. In doing so Capita shall at all times act in accordance with its obligations under such data protection legislation as is in force from time to time.

7.6 Ownership in any copyright, design rights, trademarks, patents and other intellectual property rights ("Intellectual Property Rights") made or acquired by or on behalf of the Interpreter in the provision of the Assignment, or to which the Interpreter has had access or has had knowledge in the course of or for the purpose of the provision of the Services shall belong to and vest in Capita (or its clients or individuals) at the location where the Assignment was fulfilled as appropriate.

7.7 Where the Interpreter acquires, by operation of law, title to Intellectual Property Rights and such acquisition is inconsistent with the allocation of title set out in Clause 7.6, the Interpreter shall assign to Capita on the written request of Capita (whenever made) those Intellectual Property Rights.

7.8 Nothing contained in this Agreement shall prevent the Interpreter using for any purpose any know-how, experience, skills or techniques gained or arising from the performance of the Services.

## 8. Non-Solicitation

The Interpreter covenants that it shall not without the prior written consent of Capita during the period of 6 months following the date of expiry or termination of this Agreement ("Termination Date") either directly or indirectly on its own behalf or on behalf of any person: solicit, or accept, or facilitate the acceptance of, or deal with the custom of any person, firm or company with whom the Interpreter has dealt in the 6 months prior to the Termination Date in respect of goods and/or services of a type which in that period were either supplied by Capita or any Capita Group company, or where the Interpreter should reasonably have been aware that Capita or any Capita Group company was in the process of negotiating to supply to the person or persons in question.

## 9. Indemnities

9.1 Neither party excludes or limits liability to the other party for death or personal injury caused by its negligence or for fraud.

9.2 The Interpreter shall defend, hold harmless and fully indemnify Capita against any loss (including loss of or damage to Capita's property and the property of the Capita's officers, employees or agents), claims, costs, liabilities, damages and expenses, whether direct, indirect, economic, financial, consequential or otherwise, suffered or incurred by Capita or any Capita Clients arising from any wilful default, negligent, wrongful or dishonest (including fraudulent) act or omission by the Interpreter or any breach by the Interpreter of any of the provisions of this Agreement.

9.3 Subject to clause 9.2, in the event that the Interpreter commits a breach of this Agreement or an Assignment and fails to attend an Assignment or series of Assignments in a timely manner or to perform to the standards required in respect of that Assignment or series of Assignments then the Interpreter's liability to Capita in respect of such breach shall be limited to any cancellation fee payable under Clause 6.6 and any Complaint Administration Fee under Clause 3.4b

9.4 Not used.

9.5 Subject to Clause 9.1 and save in respect of any sums payable to the Interpreter in accordance with the terms of this Agreement, Capita shall not incur any liability whatsoever to the Interpreter howsoever arising whether directly or indirectly as a result of the Interpreter providing the Services, including but not limited to any liability arising from any employment-related claim or any claim based on worker status brought by the Interpreter against Capita.

9.6 The Interpreter acknowledges that the Interpreter provided is not an agency worker as defined under the Agency Workers Regulations 2010 (or any equivalent European Union legislation) and that the Agency Workers Regulations 2010 (or any equivalent European Union legislation) do not apply in relation to this Agreement or any Assignment under the Agreement. The Interpreter shall indemnify and shall keep indemnified Capita (or, as the case may be, Capita's Client) against any losses Capita or Capita's Client may



suffer or incur as a result of any claim made by or on behalf of any Interpreter under the Agency Workers Regulations 2010 (or any equivalent European Union legislation).

## 10. Ethical Behaviour

Definitions for the purpose of this clause 10:

"Inducement" shall mean (i) any payment, gift, consideration, benefit or advantage of any kind, which is (or is agreed to be) offered, promised, given, authorised, requested, accepted or agreed, whether directly or indirectly (through one or more intermediaries) which could act as an inducement or reward, for any form of improper conduct by any person in connection with their official, public, fiduciary, employment or business role, duties or functions; and/or (ii) anything that would amount to an offence of bribery or corruption under Applicable Law; and/or (iii) any Facilitation Payment and "Induce", "Induced", "Inducing" and other variants of "Inducement" shall be construed accordingly.

"Public Official" shall mean any person holding a legislative, administrative or judicial position of any kind, whether appointed or elected, including any person employed by or acting on behalf of a public agency, body or state-owned enterprise, a public international organisation (as defined in the UK Bribery Act 2010 and/or any other Applicable Law) or a political party or organisation, or a candidate for any such office.

10.1 The parties shall not, and each party shall ensure that its respective affiliates and personnel shall not induce or do or agree to do any other act, failure to act or thing in connection with the provision of the Services or any other agreement between the Interpreter in providing the Services to Capita and any member(s) of Capita plc, including the performance or award of any such agreement, that contravenes any Applicable Law or requirement of a regulatory authority relating to anti-bribery and corruption or anti-money laundering, including:

- (a) the UK Bribery Act 2010 (and/or the laws and legislation it repeals), the Proceeds of Crime Act 2002, the Theft Act 1968, the Fraud Act 2006 and the Companies Act 2006;
- (b) in the case of a public official, any Applicable Law applicable to the public official in his capacity as such; and
- (c) the principles described in the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed in Paris on 17 December 1997, which entered into force on 15 February 1999, and the commentaries to it (as amended and/or added to from time to time).

10.1.2 The Interpreter undertakes, warrants and represents that it shall act in a manner that shall prevent them doing or failing to do any act or thing that contravenes any Applicable Law or requirement of a regulatory authority relating to anti-bribery and corruption or anti-money laundering, including having in place a gifts and entertainment policy requiring such persons not to undertake, offer, promise, give, authorise, request, accept or agree any Inducement (or to agree to do any of the foregoing).

10.1.3 The Interpreter agrees to notify Capita and confirm the same promptly in writing immediately upon discovering any instance where it has failed to comply with any provisions of this Clause 10.1.

10.1.4 Each party agrees to notify the other as soon as reasonably practicable upon becoming aware of any extortive solicitation, demand or other request for anything of value, by or on behalf of any person (including any Public Official) relating to the Agreement or its subject matter.

10.1.5 Each party shall hold harmless, indemnify and keep indemnified the other party and its successors, assigns, officers, employees and representatives against losses which it suffers or incurs in connection with a breach of Clause 10.1 and/or, in the case of the Interpreter, a breach of Clause 10.1.2. This Clause 10.1.5 shall not require a party to indemnify the party for the amount of any fine constituting a criminal penalty, to the extent that such indemnity would not be permitted by Applicable Law.

10.1.6 From time to time Capita may implement any additions or amendments to the requirements of this Agreement that Capita considers necessary or appropriate to comply with the requirements of, and implement appropriate checks, controls, processes and procedures in relation to, the UK Bribery Act 2010 or any other Applicable Law relating to anti-bribery and corruption or anti-money laundering.

10.2 Without prejudice to the parties' respective obligations to comply with Applicable Law, if the Interpreter receives a request to audit or for information, data, access and/or any other requirement, from any regulatory authority as contemplated by the Agreement:

10.2.1 the Interpreter shall promptly notify Capita in writing of such request;

10.2.2 if Capita considers that the relevant regulatory authority may be acting outside the scope of its lawful authority in making such request, Capita shall notify the Interpreter of the same and the parties shall promptly discuss and agree (acting reasonably) the relevant response to that regulatory authority, provided that if Capita wishes the Interpreter to cooperate with the request notwithstanding any considerations as to the scope of the regulatory authority's lawful authority, the Interpreter shall comply with all instructions of Capita in relation to such request (subject always to the provisions of this Agreement).

## **11. General**

11.1 This Agreement is in substitution for any previous agreements between Capita and the Interpreter.

11.2 This Agreement and the Attachments shall together represent the entire understanding and constitute the whole agreement between the parties in relation to its subject matter and supersede any previous discussions, correspondence, representations or agreement between the parties with respect thereto notwithstanding the existence of any provision of any such prior agreement that any rights or provisions of such prior agreement shall survive its termination. Each Assignment shall be governed by and subject to this Agreement and the Attachments. The term "this Agreement" shall be construed accordingly. This clause does not exclude liability of either party for fraudulent misrepresentation.

11.3 Any waiver of any breach of, or default under, any of the terms of this Agreement by Capita shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of this Agreement.

11.4 If any provision or part of any provision of this Agreement is found by a court or other competent authority to be void or unenforceable, such provision or part of a provision shall be deleted from this Agreement and the remaining provisions or parts of the provision shall continue to have full force and effect.

11.5 Nothing in this Agreement shall be construed or have any effect as constituting any relationship of employer and employee, or worker, or contractor between Capita and the Interpreter, and the Interpreter shall procure that it shall not hold itself out as such.

11.6 Capita shall not be liable for the acts or omission of the Interpreter and the Interpreter shall not by virtue of this Agreement or otherwise be entitled to pledge the credit of Capita to sign any document, enter into any agreement, or make any promise on behalf of Capita save with the prior consent of Capita.

11.7 Nothing contained in this Agreement shall be construed or have effect as constituting a partnership or joint venture or contract of employment between Capita and the Interpreter.

11.8 This Agreement is personal to Capita and the Interpreter and neither may sell, assign, sub-contract or transfer any duties, rights or interests created under this Agreement without the prior written consent of the other.

11.9 This Agreement is not an exclusive agreement, and subject to the Interpreter's obligations in this Agreement, nothing in this Agreement will operate to prevent the Interpreter from engaging in other services.

11.10 None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

11.11 Unless otherwise stated by Capita (where applicable and at its sole discretion) on a case by case basis in respect of an individual Assignment, this Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed and construed in all respects in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English courts.

11.12 Once confirmed, no variation to an Assignment shall be valid unless it is agreed by both of the parties.

**SIGNATURE NOT REQUIRED WHERE THE INTERPRETER SERVICES AGREEMENT IS "CLICK" ACCEPTED ON LINE**

IN WITNESS WHEREOF the parties hereto have signed by their duly authorised representatives on the date first above written:

Signed on behalf of Capita	Signed on behalf of the Interpreter
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

### ATTACHMENT 1

"Assignment Confirmation email" typical example template

**From:** Capita  
**Date:** dd/mm/yy  
**To:** Interpreters email address  
**Subject:** <Job Reference> Assignment Confirmation

Dear Interpreter

We are pleased to confirm that a new Interpreting Assignment has been assigned to you.

For details on the requirements of this Assignment, please visit the following link as soon as possible.

<Link to - website and individual job details>

#### Job Information:

**Job Number** <Job Reference>  
**Job Specific Reference Numbers** <job client reference numbers>  
**Date** Date of assignment / time to assignment  
**Address** Address of assignment

Please check the details carefully and let us know if there is anything you are unsure about.

#### Your Commitment to Us

We require you to attend all Assignments that we book with you. It is not acceptable to fail to turn up. If you are not able to attend an Assignment at the designated time you must contact us immediately. Failure to do so may lead to a Cancellation charge being applied.

Always make sure you arrive at the venue on time, leaving enough time for any security checks.

Where quoted please check the details of the non-English speaker and advise us immediately if there is any potential conflict of interest with you taking on this Assignment.

#### Timesheets

You must obtain an authorised signature on a paper timesheet after each Assignment. Jobs are available for closure on-line via [www.linguistlounge.com](http://www.linguistlounge.com) 72 hours after the estimated end time of the Assignment. We are unable to make payment to you until the job is closed and you have accepted your payment on-line as detailed more fully in the Interpreting Services Agreement for the Assignment.

Frequent checks are made by our customers on the times you enter on your timesheets so please make sure you complete these carefully and accurately. You must never overstate the time worked and action will be taken if we find evidence that records have been falsified.

### **Payment for this Assignment**

You will be able to view the estimated payment for this Assignment by accessing the "Estimated Payments" tab via the link above. This estimate has been calculated using the hourly rate for this job and the estimated job duration provided by the client. This is an indicative payment and the final amount paid will be based on the final duration of the job and the actual expenses and fees being due to you.

### **Please remember:**

- Turn up on time,
- Report in as soon as you arrive at the assignment venue and make your presence known to an official,
- Complete your timesheet paperwork accurately.

If you require further information, then please contact a member of our team. Further information about the terms and conditions for this Assignment can also be found on our [www.linguistlounge.com](http://www.linguistlounge.com) on our Interpreting Services Agreement.

We wish you every success at this Assignment and we thank you for agreeing to take this Assignment on.

Kind regards

Linguist Relations Team

Capita Translation and Interpreting

## **ATTACHMENT 2**

### **Interpreter Code of Professional Conduct**

Capita Interpreters are expected to work in accordance with the Code of Professional Conduct below.

#### **You shall:-**

1. act with integrity and maintain the highest professional standards at all times.
2. be of good character and standing in the community (which may preclude those with certain criminal records).
3. observe absolute confidentiality in relation to every individual Assignment unless otherwise required by law or where disclosure is stipulated by the relevant legislation; this duty extends beyond the completion of the individual Assignment. Particular regard must be paid to confidentiality arising from legal consultations and to ensuring that legal professional privilege is not compromised.
4. never seek to take advantage of any information disclosed during an Assignment.
5. comply with all applicable Data Protection Laws
6. not use any information obtained in the course of an Assignment for any purpose other than as authorised.

7. keep safe any document, recordings or media provided during the course of an assignment, ensure that it is not copied, and is returned at the end of the Assignment. Documents are for the eyes of the Interpreter and authorised staff only, and must not be seen by or shared with anyone else.
8. act impartially at all times and not act in any way that might result in prejudice or preference on grounds of religion or belief, race, politics, gender, gender reassignment, age, sexual orientation or disability other than as obliged to in order to faithfully translate, interpret or otherwise transfer meaning.
9. not give advice, legal or otherwise, to the person for whom you are interpreting, nor enter into discussion with them (other than simple pleasantries, and to confirm language/dialect match or preferred means of communication).
10. disclose to Capita or authorised staff any known or potential conflicts of interest, or any other factor which may make it inappropriate for you to accept a particular Assignment as soon as this is identified.
11. disclose to Capita or authorised staff any relationship with the parties involved in the Assignment or their families as soon as this is identified.
12. disclose any information, including any new or existing criminal records or convictions, which may make you unsuitable for any particular Assignment to Capita as soon as this is identified
13. undertake assignments only for which you are competent (both linguistically and in terms of specialist knowledge or skills).
14. disclose professional limitations in relation to each individual Assignment.
15. always interpret/translate to the best of your ability decline any reward in relation to an Assignment other than the agreed sums payable by Capita.
16. seek to improve your knowledge and skills.
17. not engage in activities which could reasonably be deemed as likely to damage the reputation of the profession of translating and interpreting or the reputation of the Capita client.
18. never sub-contract or attempt to sub-contract work to another party under any circumstances.
19. only discuss your work with the relevant police officers, court officials, healthcare professionals or other appointed officials, and take care to ensure that you are not overheard. Never talk to anyone else in the vicinity of the venue.
20. not stay in a room on your own with the non-English speaker during an Assignment. You should always leave the room when the police officer, advocate, health care professional or other appointed official does so.
21. repeat everything that is said to you by the non-English speaker, without exception. This includes the interpretation of foul language and words of a sexual, sexist or sectarian nature.
22. disclose any previous involvement with the case to an official or to Capita as soon as this is identified.
23. arrive wearing clothing and accessories appropriate to the nature of the assignment to show your respect to the customers, witnesses, victims, prisoners and others you are assisting. Headwear is only acceptable if worn for religious or cultural reasons. Under no circumstances should any of the following be worn:
  - Denim of any kind

- Shorts ,any sort of beach wear, sportswear or inappropriately revealing clothing
- Flip-flops
- Clothing that is dirty or ripped
- Clothing with large/obvious advertising motifs or branding
- Any item of clothing or dress that is not deemed appropriate for the type of assignment you are attending.

If in doubt, please check with Capita. Your minimum standard of presentation should be what is deemed "business casual"; for most Assignments "full business" attire is necessary especially when working in a Court or Tribunal setting. Full business attire for men includes the wearing of a tie.

In the event that an Interpreter fails to adhere to this Interpreter Code of Professional Conduct, then Capita may at its sole discretion invoke its Sanctions Policy. The Sanctions Policy can be found on Capita's linguist portal and can be provided via email upon request on a case by case basis.

### ATTACHMENT 3

#### Assignment Management and General Administration

#### 7. ASSIGNMENT OFFERS AND ACCEPTANCE

Each Assignment shall be agreed in the following manner:

1.1 Capita shall contact the Interpreter by way of the linguist portal or email, SMS text or telephone to inform them of an available Job. The Interpreter must confirm acceptance of the Job through their profile on the linguist portal or verbally to a member of Capita staff. In the case of verbal agreement then Capita shall provide electronic confirmation via the linguist portal.

1.2 The Interpreter must not attend an Assignment unless they have received either a "Job Confirmation email" as outlined in Attachment 1 or verbal instruction to do so from a member of Capita staff.

1.3 Any minimum fees payable shall be as described and amended from time to time on Capita's website.

#### 8. ASSIGNMENT AMENDMENTS

2.1. All amendments to Assignments shall be confirmed to the Interpreter by Capita either via email, via telephone or via SMS text.

2.2. If the amended Assignment is no longer acceptable to the Interpreter this must be communicated by the Interpreter to Capita. In the case of a Capita proposed amendment to an Assignment which is scheduled to commence within one working day, the Interpreter shall contact Capita immediately via telephone should the Interpreter not be willing to accept the proposed amendment. The Interpreter shall deliver the Services in accordance with the amended Booking if they have confirmed that they are able to do so in accordance with Section 1.1.

2.3. In the event that the Interpreter is not able to deliver the Services in accordance with the amended

Assignment, and has communicated this to Capita in accordance with 2.2 above, then the Assignment shall be cancelled and the Interpreter will have no further obligations or rights in respect of that Assignment.

## 9. ASSIGNMENT CANCELLATIONS

### 3.1 Customer Cancellation

By exception, certain customers allow in limited circumstances for an Assignment Cancellation payment to be payable to Interpreters. Where payable, the Interpreter will receive an Assignment Cancellation payment should one or both of the following scenarios occur:

- A cancellation by the client of a future booking that is due to start, prior to midnight on the following working weekday.
- A single day booking with a stated estimated duration of at least five hours that is completed in three and a half hours or less.

An assignment cancellation payment may only be made where an assignment has been cancelled by a Capita client. A cancellation payment shall not be payable in the event that Capita elects to reallocate the assignment to an alternative Interpreter for logistical reasons. Where a Capita client cancels an assignment then in the event that Capita is able to provide the Interpreter an alternative assignment that commences within one hour of the original start time of the cancelled assignment, and the venue for such alternative assignment is within 10 miles of the location of the cancelled assignment, then no cancellation fee will be payable to the Interpreter.

### 3.2 Interpreter Cancellation

An Interpreter will incur an Assignment Cancellation Charge should either of the following occur:

- An Interpreter notifies Capita of its intention to cancel a future booking that is due to start prior to midnight on the next working weekday; or
- An Interpreter fails to satisfactorily attend an Assignment in a timely manner unless the reason for your failure to attend is as a result of a previous Capita Assignment overrunning.

In the event that an Assignment is overrunning or anticipated to overrun, and if the Interpreter is scheduled to attend a subsequent Assignment which is affected by this, then the Interpreter shall make all reasonable endeavours to advise Capita to this effect.

This Assignment Cancellation Charge may be deducted by Capita from another successfully closed job if the Assignment that generated the cancellation has already been settled.

Full details of the charges and payments are available on the Pricing section contained on Capita's linguist portal.

## 10. ASSIGNMENT CLOSURE AND PAYMENTS TO INTERPRETERS



4.1 An Interpreter is able to close an Assignment as completed after 72 hours from the estimated Assignment end time in the event that this has not already been done by the Capita client. The on-line timesheet must be completed accurately by the Interpreter and must reflect the times agreed with and signed for by the Capita client on the paper timesheet obtained by the Interpreter at the time of the Assignment. Until the job is closed in accordance with paragraph 4.1 and clause 5.2.2 of the Agreement there will be no payment to the Interpreter

4.2 It is the responsibility of the Interpreter to accept or query all payments that are generated to be paid and that are displayed on the Interpreter's payments list on the linguist portal. Until and unless the payment is accepted there will be no payment made into the Interpreter's nominated bank account.

4.3 An Interpreter must not accept a payment amount if they do not agree with the amount stated. In the event of a dispute the Interpreter shall notify the specific nature and detail of the dispute and further shall present to Capita as evidence, the paper time sheet to include Client signature.

## 11. COMPLAINT ADMINISTRATION FEE AS AN INTERPRETER

At its sole discretion, Capita reserves the right to levy a Complaint Administration Fee when Capita receives a complaint from a client which upon investigation by Capita staff is upheld. This Complaint Administration Fee may be deducted from another successfully closed job if the Assignment that generated the complaint has already been settled.

## 12. TRAVEL MILEAGE AND TRAVEL TIME

### Travel mileage

Travel mileage policies vary across Capita clients. Some Capita clients allow for mileage to be paid on a door to door basis whilst others will not pay for mileage for the first ten miles of the outward journey and for the first ten miles of the return journey.

6.1.1 Where applicable, Capita will pay an Interpreter a rate per mile for the total miles travelled and only for journeys that are legitimately made. On a single venue Assignment this would be calculated as the door to door mileage (subject to client restrictions as described above), as if travelled by car taking the shortest distance route as displayed on the top line on Google maps.

6.1.2 Where an Interpreter carries out multiple venue Assignments on the same day, mileage will only be payable for the journeys legitimately undertaken.

6.1.3 If an Interpreter wishes to use public transport or taxi, Capita will not reimburse the Interpreter for the cost of such travel and will only pay for mileage as outlined in 6.1.1 or 6.1.2.

6.1.4 The estimated payment in respect of travel mileage displayed on the "Estimated Payments" tab for an Assignment on our linguist portal, or on the job offers issued prior to confirmation of an Assignment, is based on the distance between an Interpreter's home address and the Assignment venue. Capita may where appropriate amend the mileage payment should the starting point or end point of the journey change prior to commencement of the Assignment

#### 6.2 Travel time

Capita will pay Interpreters for travel time based on journeys undertaken (as detailed above) as if the journey was made by car taking the fastest route and time as displayed on the top line on Google Maps. This is payable for any travel undertaken excluding the first hour of each journey (on outgoing and return journeys) and shall be in all circumstances limited to a maximum of two hours for each outgoing and each return journey.

### 13. CHANGE OF ADDRESS

Should an Interpreter change their home address it is imperative that Capita is informed immediately in order that Capita's systems can be updated.

7.1 The Interpreter shall notify Capita in writing by email and provide evidence of the new address and post code details. Such evidence must comprise at least two of the following: UK Driving Licence with Counterpart; Utility Bill in Interpreter's name, Bank statement in Interpreter's name, Council Tax bill in Interpreter's name, Credit card statement in Interpreter's name, TV Licence document in Interpreter's name, Insurance certificate in Interpreter's name.

7.2 Should the distance from the original Interpreter address to the new Interpreter address be large enough to affect the calculation of payments for future Assignments, then Capita may elect to either (a) amend payment calculations to reflect a change in address for travel mileage and travel time for booked Assignments that are as yet unfulfilled; or (b) cancel and reassign future Assignments to alternative Interpreters.