

PRAXIS INTERPRETING + STANDARD TERMS & CONDITIONS

General

These Standard Terms and Conditions apply to the provision of all interpreting and translation services provided by **Praxis Interpreting + (PI+)**.

Any request made for PI+ to undertake interpreting or translation work shall constitute a contract to supply and will be governed by the Terms and Conditions contained herein.

Praxis reserves the right to amend the terms and Conditions without notice at any time and will advise customers of any change that has taken effect since the last supply or order was completed.

All our interpreters are bound by PI+'s *Code of Conduct* in addition to the Translation & Interpreting Service's *Code of Practice* and *Code of Ethics* .

PI+ will not accept any responsibility for assignments that a Client arranges directly with an interpreter unless we have received a corresponding Booking Request form via telephone, email or fax.

Description of Service

Praxis Interpreting + is a dedicated communication support service that operates on social enterprise principles to meet the need for flexible, high quality, and best value locally sourced interpreting and translation, facilitating ease of access to essential services by people with little or no English language skills

We employ local people wherever practicable and focus heavily on continuing professional development. Our rates of pay and pricing structure ensure our employees are guaranteed an appropriate and fair income – clearly this benefits the local economy also.

Service options include face-to-face and telephone interpreting, translation, transcription, voiceovers and BSL. PI+ makes every effort to meet all customer needs and we concentrate heavily on flexible deployment to meet the expectations of our clients. However PI+ cannot be held responsible for any consequences arising from its failure to provide services exactly in accordance with customer's needs.

Interpreting

The functions of the interpreter exclude the written translation of texts and is confined to spoken dialogue and voiceovers only.

- A. *Face to face interpreting* is where our interpreters are assigned in person to be present on site and facilitates your communication with your service users. This may be where you
- B.

have a one-to-one session or meeting, information or consultative event, or a seminar or conference for a multi-language audience. Our interpreters will only interpret in first

person. During an interpreting session, the client may ask the interpreter to read and translate orally a short written text in English or the other language.

- C. Telephone interpreting is carried out remotely with the interpreter connected by telephone to the Client and its service user to instantly allow the Client a fluent one-to-one phone conversation with its non-English speaker service user/s. It can also be used in teleconferencing to support a team discussion.

Translating

The function of the PI+ translator excludes spoken proceedings and is confined to the written translation, transcription of texts and subtitles only presented in accordance with the client's stated requirements.

Description of Client

Client refers to any individual, company, organization or other entity who directly contracts with PI+ for the provision of Services

Working hours

A clear working day is defined as 08.30 to 17.30 Monday – Friday. These are our normal office hours for booking and using PI+ services. Client's can make Booking Requests for other times including weekends and on bank holidays in which case a separate rate of 1.5 times the standard rate will apply.

Access

The services provided by PI+ are available only to individuals / clients who are of legal age (18+) and who are capable of forming legally binding contracts under applicable law. Clients are responsible for paying all applicable taxes and for all hardware, software, service and other costs necessary purchase from us or access our services online. PI+ may in its sole discretion add, remove or change some or all of our services at any time.

Acceptance of Booking Request

A booking request submitted to PI+ will be accepted subject to the terms and conditions stated herein.

Charges

Interpreting services are supplied at an hourly rate. The minimum booking duration is 1 hour and any time over the initial booking will be charged in 1/2 hour increments.

PI+ will endeavour to assign interpreters local to the Clients address and where this is not possible, it will charge excess travel expense over and above a threshold of £3.50.

PI+ invoices are payable within 15 days of invoice date.

Payment methods accepted by PI+ include Direct Bank transfer to PI+ account or cheque.

Clients have the option of opening an account with PI+ at no cost.

Availability

All Booking Requests are subject to acceptance and confirmation by PI+.

Booking Procedures

We allocate a Client's Booking Request to interpreters taking account of the skills, qualifications, specialist knowledge, experience in specific health /social services issues, gender and availability and proximity to the location of Client's address.

PI+ will endeavour to clarify any ambiguity on the Booking Request form, but is under no obligation to correct any mistakes in forms or any material submitted by the Client.

Double-bookings created as a result of the Client supplying more than one booking form may be charged.

Interpreters should not be asked to work non-stop for extended periods of time. For assignments longer than 3 hour, Clients should ensure that interpreters are offered a short break of at least fifteen minutes.

Interpreters should not be left alone with service users of the Client and are requested not to enter any private property without a Client being present. This is supported by the PI+ Code of Conduct. When attending a private property, it is required that the Client meets the interpreter outside the address before the assignment.

The service Commitment of PI+ PI+ is to:

(1) Provide a booking Confirmation reiterating the client's service request.

(2) Make every reasonable effort to ensure the timely and precise delivery of the services in accordance with the client's stated requirements. The client accepts that PI+ cannot absolutely guarantee the delivery date and cannot guarantee delivery. Should the service be unavailable on the date specified, PI+ will advise the client

and by mutual agreement will either refund the any fees received or alternatively provide the services at a different date/time.

PI+ will not be held responsible for any damages or consequences of services being unavailable. Should PI+ agree to provide a refund to the client this will be limited to the amount payable by the Client for the services. Refunds will only be made to the Client designated on the Booking Request, by cheque or direct bank transfer. No refunds will be made in cash.

Performance Standards

We will ensure that PI+ interpreters':

- language skills match the language on the booking request form
- arrive punctually for bookings (should a Praxis Interpreting+ interpreter be unavoidably detained, the interpreter must phone the service provider and the Praxis Interpreting+ office to inform of the reason and duration of any delay)

- will wear ID badges at all times that they are working for PI+
- will present themselves in a professional manner
- will ask all clients to sign their appointment record and will give you a feedback form
- will interpret truthfully and faithfully, all that is said by the service provider and the service user
- will only intervene in the following circumstances:
 - a) to ask for clarification
 - b) to point out that possibly the client or service provider may not have understood something,
 - c) to alert the parties to a possible missed cultural reference
 - d) to ask for extra time to allow for the interpreting process to be completed,
 - e) to ask for a short break (giving reason)

Praxis Interpreting+ interpreters will not intervene for any other purpose.

Obligations of Client

The Client is solely responsible for the integrity, substance and / or contents of actual interpreting material. The Client agrees:

- (1) that all material, information and other types of data submitted will be, to the best of the Client's knowledge, true and complete;
- (2) to provide certain current, complete, and accurate information about Client as prompted to do so by the Service;
- (3) to notify PI+ of any change in the Client's email address or contact details;
- (4) to supply document(s) and other materials requested by PI+ to assist the delivery of the services

(5) to notify PI+ of any errors in a Booking Request or confirmation or other relevant documentation

(6) to cooperate with any reasonable requests of PI+ in connection with PI+'s delivery of services or notification to the intended recipient of the Services;

(7) to pay in full for all services in compliance with these terms and conditions.;

(8) to release PI+ from any liability or legal consequences arising from delivery of the requested services (9) to fully comply with all terms and conditions stated herein

Recordings

Interpreting Services are provided for the immediate use of the listeners only. No recordings are permitted whilst interpreting services are being delivered by PI+ without prior written approval by PI+.

Privacy Policy

It is PI+'s policy to respect the privacy of its Clients. All information received as a result of using PI+ shall be referred to as a) Client data b) Booking Request data ("Data"). In addition to the privacy of Client Data, PI+ will not edit, or disclose the contents of a Client's private communications unless required to do so by law or in the good faith belief that such action is necessary to: (1) conform to the edicts of the law or comply with legal process served on PI+; (2) protect and defend the rights or property of PI+ or (3) act under exigent circumstances to protect the personal safety of its Clients or the public. Client acknowledges and agrees that PI+ neither endorses the contents of any Client communications nor assumes responsibility for any threatening, libellous, obscene, harassing or offensive material contained therein, any infringement of third party intellectual property rights arising there from or any crime facilitated thereby. Furthermore, PI+ has the right to disclose to third parties certain Data about Client and Service in the aggregate if the Client expressly directs PI+ to disclose such information through the Service. If any information provided by Client is inaccurate, PI+ retains the right to terminate Client's rights to use the Service.

Disclaimer of Warranties

Client expressly agrees that use of the Service is at Client's sole risk. PI+ expressly disclaims all warranties of any kind, whether expressed or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. PI+ makes no warranty that the Service will meet your requirements, or that the Service will be uninterrupted, timely, secure, or error free; nor does PI+ make any warranty as to the results that may be obtained from the use of the Service or as to the accuracy or reliability of any information obtained through the Service. PI+ makes no warranty regarding any goods or services purchased or obtained through the Service or any transactions entered into through the Service. No advice or information, whether oral or written, obtained by Client from PI+ or through the Service shall create any warranty not expressly made herein.

Limitation of Liability

To the extent permitted by law, and subject to any rights of refund granted under the PI+TC, PI+ shall not be liable for any direct, indirect, incidental, special or consequential damages, resulting from the use or the inability to use the Service, or for cost of procurement of substitute services, or resulting from transactions entered into through the Service, or resulting from unauthorized access to or alteration of Client's transmissions or data, including but not limited to, damages for loss of profits, use, data or other intangible, even if PI+ has been advised of the possibility of such damages.

Indemnification

Client agrees to indemnify and hold PI+, its parents, subsidiaries, affiliates, agents, officers and employees, harmless from any claim or demand, including reasonable

attorneys' fees, made by any third party due to or arising out of Client's use of the Service, the violation of this PI+TC by Client, or the infringement by Client, of any intellectual property or other right of any person or entity.

Dispute / breach of agreement

If either party fails to meet its obligations under these terms and conditions written details of the alleged breach shall be confirmed in writing to the responsible party and a meeting will subsequently be arranged between representatives of PI+ and the client to seek a prompt resolution.

If there is no agreement, the alleged breach will be referred to the senior management or committees of PI+ and the client for resolution and the parties shall notify each other of this escalation in writing.

Modifications to Terms of Service

PI+ may amend these terms and conditions at any time and without prior notice. **Governing Laws**

These terms and conditions are governed by the current laws relating to the supply of goods and services within the United Kingdom.

Nature of Relationship

PI+ is an independent contractor and supplier of services to the Client. Nothing herein shall be construed to place the parties in a relationship of partners, principal and agent or as entering into a joint venture.

Force Majeure

Notwithstanding any other provision of this Agreement to the contrary, PI+ shall not be liable to the Client for any failure to fulfil PI+'s obligations hereunder if such failure to fulfil PI+'s obligations is due to any labour dispute, fire, flood, law, governmental or political action, act of God or any other cause beyond the reasonable control of PI+. In the event of any such occurrence, the time period for PI+'s performance under this Agreement shall be correspondingly extended.

Termination

Either PI+ or Client may without prejudice terminate the agreement to supply services by providing a minimum of 7 days notice in writing. The client shall pay all outstanding invoices in accordance with these terms and conditions.

Booking Cancellations and changes

Once a Booking Request for an interpreter has been received, any cancellations relating to such bookings must be communicated directly to a member of the PI+ via Telephone (020 7729 7607/ 7610) or email interpreting@praxis.org.uk .

Once Confirmation has been made by PI+ to the Client, a Client may cancel the Booking Request however no payment accepted by PI+ in respect of a Booking request is refundable under any circumstances.

If a Client cancels a booking with **less than 48 hours** (working days) notice, the full charge will still apply.

If a Client cancels a booking with **more than 48 hours** (working days) notice, no charge will apply.

If an **incorrect Booking Request** is received by PI+, the Client will be charged the full amount of the minimum booking fee.

Clients may change booking address details only with a minimum of 24 hour notice subject to payment of change fee.

Dates, times or language service may not be changed once booking confirmation has been made by PI+. Should the Client wish to change the date or time of their booking after confirmation has been sent by PI+, this matter will be treated as a cancellation and the Client is liable for payment of full

Minimum Booking Fees for cancellation of booking

If a Client cancels a booking, on the scheduled services specified in the Booking Request, the Booking will lapse, become valueless and not be substitutable for other services, and the fee paid for this service will not be refunded to the Client on cancellation of booking of the services. If payment has not yet been received, the Client is still liable to pay 100% of the Minimum Booking Fees accumulated for the service and will be invoiced accordingly. The Client hereby agrees to pay such fees within 15 days from date of invoice.

Full Minimum Booking Fees will also apply if an interpreter arrives at an assignment, which has been cancelled without this office being informed of the cancellation and/or change in address. In this instance PI+ must still be paid for the assignment. Additionally, full Minimum Booking Fees will be charged for bookings.

Monitoring & feedback

PI+ will send monitoring forms along with the Confirmation documents for every assignment. We ask Clients to complete and return these to us whenever possible. More generally, we value and encourage Client feedback about our translators and interpreters, be it positive or negative.

Complaints

A Client who has a cause to make a complaint about PI+ service/s, can contact PI+ by telephone or in writing the details of its complaint:

Tel: 020 7729 7985

By Email: interpreting@praxis.org.uk

By post: PI+, Praxis, Pott Street, Bethnal Green, London E2 0EF

Our full complaints policy can be found [here](#).

Insurance

PI+ takes full responsibility for providing the appropriate Professional Indemnity Insurance. PI+ requires its Client to take full responsibility for Public Liability Insurance

Thanks

Thank you for supporting the Praxis Interpreting +.
We trust that your experience with us was professional, timely, and of value to your organisation.

Praxis Interpreting +

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