

Contract

01-Jan-2008

To:
Anne Other
Practice Manager
Anytown PCT
The Practice
1 Any Street
Anytown AN1 1TW

Dear Sir/Madam,

Please find enclosed a contract for the provision of a Communication Support Service for your approval.

We would be obliged if you could sign the complete contract and retain this for your records. The final page is duplicated and marked "Office Copy". Please sign this and return it as soon as possible to the address listed below.

By signing this contract you agree to the terms and conditions therein. Please note, that should you not return the signed contract but accept the service you are, by default, bound by its provisions.

Should you have any questions, please do not hesitate to contact a Co-ordinator.
Thank you in anticipation for your assistance.

Yours sincerely,

Just Communication Ltd.

Just Communication Ltd

Surditas House, 20 Bromsgrove Road, Redditch B97 4QY
Phone:01527 582080 TextPhone:01527 582082 Fax:01527 582083 Video:01527 582081 EMail:office@justcommunication.co.uk
Emergency Phone:01527 582099 SMS:07790 013032

Contract

01-Jan-2008

1. Definitions

- (i) The Service Provider is the organisation, or the agent of the organisation, supplying the Service known as Just Communication Ltd
- (ii) The Service Purchaser is the organisation/individual purchasing the Service, known as: Anytown PCT
- (iii) The Service is the organisation or a person authorised by CACDP (Council for Advancement of Communication with Deaf People) and/or ASLI (Association of Sign Language Interpreters) and/or recognised by the Service Provider, in providing a communication support service between deaf and hearing people.
- (iv) The Service is any other service or provision provided by the Service Provider to support the needs of Deaf and hearing people.
- (v) The Detail is a document which contains additional clauses and/or provision specific to a Confirmation and/or Contract, which forms part of this Contract.
- (vi) The Policy(s) are the documents which govern the modality of Service delivery and detail the requirements of the Service, which forms part of this contract.

2. Agreement

- (i) This contract takes effect from 01-Jan-2008 until succeeded by another contract.
- (ii) The Service Provider agrees to provide the Service to the Service Purchaser as detailed in the Confirmation.
- (iii) In the event that the Service Provider is unable to supply the Service in accordance with the Confirmation, the Service Provider undertakes to take reasonable steps to locate a suitable replacement. In the event that the Service Provider is unsuccessful in locating a suitable replacement, the Service Provider's liability will cease. In this case the Administration Fee (see 4ii) is still payable by the Service Purchaser.
- (iv) In the event that the Service Provider is unable to provide the Service due to a conflict with or enactment of the articles stipulated in the Policy(s), the Service Provider reserves the right to withdraw from the Confirmation. In this case the Service Purchaser will maintain liability as per the cancellation terms in this contract.
- (v) The Service Purchaser agrees that the Service Provider will supply the Service as per the Confirmation.
- (vi) In the event that there is an alteration in the Confirmation, the Service Purchaser undertakes to inform the Service Provider.
- (vii) The Service Purchaser agrees to provide the Service Provider with information relevant to the Assignment prior to the event. Information required includes:
 - Venue Map
 - Preparation material
 - Minutes, agenda and assignment brief.
- (viii) The Service Provider and/or its agents hold professional indemnity insurance. It is expected that the Service Purchaser to be equally covered against potential claims.
- (ix) The Service Purchaser agrees to honour the Policy(s), Conditions, Fees, Expenses, and terms of the Service Provider.

3. Conditions

- (i) The Service Provider, whilst supplying the Service, will adhere to the Policy of the 'CACDP Code of Practice', and/or the 'ASLI Code of Professional Conduct'.
- (ii) The Service Provider will deliver the service in the methodology outlined in the Policy of 'How to work with an interpreter' document.
- (iii) The Service Provider, whilst supplying the Service, will adhere to a Policy of Equality.
- (iv) The Service Provider, whilst supplying the Service, will conform to the Policy(s) of Health and Safety, Environmental Health and by agreement, other applicable Policy(s), as notified by the Service Purchaser.
- (v) The Service Purchaser agrees to accept responsibility for the Service Provider in respect of employers responsibilities and Public Liability Insurance whilst engaged in supplying the Service.
- (vi) The Service Purchaser undertakes to take reasonable steps to protect the emotional and physical well-being of the Service Provider. The Service Purchaser further agrees to support the Service provider in supplying the Service in accordance with the Policy(s).
- (vii) The Service Provider may require the Service Purchaser to complete an evaluation form in order to appraise the Service.
- (viii) A copy of the CACDP Code of Practice, the ASLI Code of Professional Conduct, 'How to work with an interpreter', a Statement of Equality and other documentation are available on request.

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4. Fees and Expenses

(i) Fees:

These rates are applicable per hour and/or per part hour.

A minimum session is 3 hours

A 1/2 day is 3 hours

A full day is 6 hours

VAT will be charged 17.50%

(ii) A search or administration fee of £25 may be charged for cancelled assignments.

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5. Cancellation Terms

In the event that the Service Purchaser cancels the Confirmation the following cancellation fees apply and are payable to the Service Provider:

If notice is given in more than 10 working days	NO FEE
If notice is given in less than 10 working days	HALF FEE
If notice is given in less than 5 working days	FULL FEE

6. Administration

- (i) The Service Provider will submit an invoice to the Service Purchaser within 14 days of completion of the
- (ii) The Service Purchaser will remit the balance of the invoice within 28 days of the invoice date. In the event that the balance is not received from the Service Purchaser within the stated period an interest charge of 8.00% above the Bank of England Base Rate will be charged per annum pro rata.

7. Data Protection

The Agency keeps computer records of clients and interpreters. This information is required for the purposes of administration, marketing and for collating statistics, and is confidential. The computer system used and the Agency, are registered with the Data Protection Act registrar.

8. Declaration

I, the undersigned, agree, for and on behalf of
Just Communication Ltd
to abide by the terms of this Contract

Signed:

Name:

Date:

I, the undersigned, agree, for and on
Anytown PCT
to abide by the terms of this Contract

Signed:

Name:

Date:

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Office Copy

8.

I, the undersigned, agree, for and on
Just Communication Ltd
to abide by the terms of this

Signed:

Name:

Date:

I, the undersigned, agree, for and on
Anytown PCT
to abide by the terms of this

Signed:

Name:

Date:

Assingment ID: 1000001
ClientID: 400001

Office Copy

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