

Provider Contract

01-Jan-2008

To:

Mr S L Interpreter
Just Communication Ltd
Surditas House, 20 Bromsgrove Rd
Worcestershire B974QY

1. Terms

- (i) This is an agreement for freelance, self-employed, sub-contractors. This is not a contract of employment but an agreement by the service provider to provide services on a freelance basis.
- (ii) The Contract specifies the modality of the service, applicable standards, relevant procedures and fees and conditions.
- (iii) The delivery of the service will be detailed in the assignment confirmation, which forms part of this contract
- (iv) The Detail is a document which contains additional clauses, and/or provisions specific to a Confirmation and/or Contract, which forms part of this Contract.

2. Agreement

- (i) This contract is between
 Just Communication Ltd
 and
 Richard D WEAVER
- (ii) This contract takes effect from 01-Jan 2008 until succeeded by another contract.

3. Definitions

- (i) The Service:
 - British Sign Language/English interpreting
 - Deafblind interpreting
 - Speech to Text reporting
 - Lipspeaking
 - Notetaking
 - Other forms of communication support services with deaf people.
 - Other services as detailed in the 'Details' document
- (ii) The Agency:
 - The contractor of the service.
- (iii) The Service
 - In accordance with nationally recognised standards the Service Provider will be:
 - CACDP Member of the Register of Sign Language Interpreters
 - CACDP Trainee Interpreter
 - CACDP Junior Trainee Interpreter
 - ASLI Licensed Interpreter
 - ASLI Associate Interpreter
 - ASLI Probationer Interpreter
 - Qualified and registered with the appropriate governing body relating to their mode of service provision.
- (iv) The Assignment
 - The event the Service Provider is contracted to attend to provide the service.

Just Communication Ltd

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Phone:01527 582080 TextPhone:01527 582082 Fax:01527 582083 Video:01527 582081 EMail:office@justcommunication.co.uk
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(iv) The Details

Is the document detailing information regarding the delivery of the service issued by the Agency to the Service Provider, which forms part of this contract.

4. Process

- (i) The Agency will issue information regarding available Assignments and invite the Service Provider to notify them of their availability.
- (iii) The Agency will contact the Service Provider, confirm details and acceptance of the Assignment.
- (iv) The Agency will issue a Confirmation of the Assignment. On receipt, the Service Provider should inform the Agency of any amendments required or for clarification, if necessary.
- (v) The Agency undertakes to make every reasonable effort to supply the Service Provider with relevant information relating to the Assignment.
- (vi) On completion of the Assignment, as per the Confirmation, the Service Provider should forward an invoice for the Service within 14 days to the Agency.
- (vii) The Agency may require the Service Provider to complete an evaluation for quality assurance purposes.
- (viii) The Agency will remit the balance of the Service Provider's invoice within 28 days.

5. Assignment Conditions

- (i) The Agency is under no obligation to offer assignments and the service provider is under no obligation to accept any assignment.
- (ii) Once an Assignment is accepted by the Service Provider and Confirmation is issued by the Agency, a
- (iii) Should a Service Provider find they are unable to provide the Service, the Service provider should inform the Agency and seek permission to withdraw from the Confirmation/Contract.
- (iv) The Service Provider is responsible for locating an equally qualified and suitable replacement to provide the Service and any loss/additional costs as a result.
- (v) Should an Assignment be cancelled or postponed the Agency reserves the right, in consultation with the Service Provider, to reallocate the Service Provider to another Assignment fulfilling the same or similar details within the Confirmation.
- (vi) The Agency undertakes to provide information regarding any changes to the Assignment, Confirmation and/or Contract.
- (vii) On providing the Service, if the consumer of the Service is not present, the Service provider will wait a minimum of 30 minutes before departing. If required by the Agency, and/or the consumer, the Service Provider may be asked to remain at the Assignment for the period specified in the Confirmation.

6. Conditions

- (i) The Service Provider, whilst providing the Service as per the Confirmation on behalf of the Agency, is required to adhere to the CACDP Code of Practice and/or the ASLI Code of Professional Conduct, and/or other codes relating to the mode of service provision.
- (ii) The Service provider is required to inform the Agency of any changes in their registration status, and send an updated CV at least once per year.
- (iii) The Service Provider may be privy to confidential information concerning the Agency's clients or agents. This information must not be disclosed to any third party, or be permitted to be disclosed in any way.
- (iv) The Service Provider, whilst providing the Service as per the Confirmation of behalf of the Agency, is required to adhere to the following policy(s):
 - Conduct;
 - Health and Safety;
 - Diversity;
 - Other policies prescribed by the Agency/environment where the Service is delivered.
- (v) The Service Provider must not unlawfully discriminate directly or indirectly within the meaning and scope of the provisions of the Race Relations Act 1976, Race Relations (Amendment) Act 2000, Sex Discrimination Act 1975 and the Disability Discrimination Act 1995 or any other enactment relating to discrimination in employment and the provision of goods and services.
- (vi) The Service Provider is required to comply with the Agency's Comment/Complaint procedure. If required, an investigation will be conducted in which the Service provider should comply. The Service Provider has the right to be professionally represented/supported during this process.
- (vii) The Service provider shall not offer their service directly to the purchaser of the Service. Any subsequent bookings resulting from the provision of the Service should be directed to the Agency.
- (viii) At no time should the Service Provider advertise their services on behalf of the Agency, or as an Agency representative or employee.
- (ix) The Service Provider is required to hold professional indemnity insurance when providing a service on behalf of the Agency. The Service Provider will be liable for any action taken as a result of their work.
- (x) Any breach or negligence by the Service Provider in the provision of the services agreed to herewith will entitle the Agency to claim compensation for any costs or damages that are incurred as a result.

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(xi) The Agency accepts liability as stated within the law for those subcontracted to provide a service. Public and employer liability insurance, and professional indemnity insurance, is held by the Agency. However, in respect of public liability insurance, the Service provider should ensure that the assignment venue holds appropriate cover on arrival.

(xii) Service Providers should be aware that they are responsible for their own personal safety and well-being at an assignment and should ensure they do not place themselves at risk in any way.

7. Fees and Expenses

(i) The Agency accepts responsibility for the remuneration to the Service provider for providing the Service as per the Confirmation.

(ii) On completion of the Assignment as per the Confirmation, the Service Provider should forward an invoice to the Agency.

(iii) The rates of pay agreed between the Service Provider and the Agency are, per hour:

A minimum session is	3
A 1/2 day is	3
A full day is	6

(iv) The rate of pay for mileage, agreed by the Service provider and Agency is per £0.00

(v) Public transport rates will be paid at 2nd class .

(vi) Reasonable payment for subsistence may be made when necessary and agreed.

(vii) Reasonable payment for accommodation may be made when necessary, applicable and by prior agreement with the Agency.

(viii) Any claim for expenses or travel must be supported by a valid VAT receipt.

(ix) The Service Provider may be cancelled by the Agency if necessary. If applicable, the following cancellation terms apply:

If notice is given 10 working days or more before the Assignment date, as per the Confirmation: NO FEE

If notice is given less than 10 working days and more than 5 working days before the assignment date, as per the confirmation: HALF FEE

If notice is given 5 working days or less before the Assignment date, as per the Confirmation: FULL FEE

(x) The Agency will pay the fee agreed at the time of the booking, in line with this contract. The Agency reserves the right to amend an invoice in line with contracted fees and agreed expenses.

(xi) The Service Provider agrees that this fee shall include payment in lieu of any holiday which they may be entitled to at a rate of 7.14% of the fee agreed.

8. Data Protection

The Agency keeps records of consumers and providers. This information is required for the purposes of administration, marketing and for collating statistics, and is confidential. The computer system used, and the Agency, conforms to the requirements of Data Protection registration.

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9. Agreement

On behalf of the Agency, we record that this Contract is valid and we agree to adhere to its'

Signed:

Date:

for and on behalf

Just Communication Ltd

As the Service Provider, I record that this Contract is valid and I agree to adhere to its'

Signed:

Date:

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Office Copy

9. Agreement

On behalf of the Agency we record that this contract is valid and we agree to adhere to its'

Signed

Date:

for and on behalf of:

Just Communication Ltd

As the Service Provider , I record that this contract is valid and agree to adhere to its' terms.

Signed

Date:

Interp_Id: 603

Office Copy

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