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**Department for
Constitutional Affairs**
Justice, rights and democracy

Asylum and Immigration Tribunal

**Handbook for
Self Employed Interpreters**

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INTRODUCTION

This handbook sets out the standards, which all interpreters are required to meet in terms of attendance, performance, confidentiality and other issues. Please understand that by accepting a booking as a self-employed interpreter on behalf of the Asylum and Immigration Tribunal (AIT) you are also accepting the current terms and conditions of the AIT. We also require you to agree to abide by any other reasonable instructions issued as policy by the AIT.

While the AIT endeavours to keep you updated of any changes to this handbook, the terms and conditions may change without notice.

Please ensure you read and understand what is contained in this handbook. If you have any questions, direct them to the hearing centre Interpreter Manager first and then the team at Loughborough. (Contact details are on Page 20)

Please also understand that if you fail to meet the standards and the duties set out in this handbook, the AIT may not offer you further bookings.

WHAT IS ASYLUM?

The United Kingdom (UK) Government has agreed to be bound by the 1951 United Nations Convention Relating to the Status of Refugees protecting those seeking asylum. This means that an asylum-seeker could arrive in the UK, apply for and be granted the right to live in this country indefinitely, if they meet the right criteria.

To be eligible, an asylum seeker must prove that they have a well-founded fear of being persecuted in their own country for reasons such as race, religion, nationality, or political opinion.

WHAT IS THE ROLE OF THE AIT?

When a non-UK or non-European Union passport holder enters the UK, the Immigration Service assesses their immigration status. The Home Office will decide whether they can enter or stay in the country. If they are refused entry and they wish to challenge this decision, their appeal will be sent to the AIT. This happens in approximately 75 per cent of cases. Throughout this handbook, this person is referred to as the "appellant".

WHAT IS THE AIT?

The AIT is an independent judicial body set up to hear appeals against decisions the Home Office makes on immigration applications. AIT staff are charged with securing the 'just, timely and effective disposal of appeals'.

ADJUDICATION

- Asylum appeals are made against a Home Office decision to refuse an asylum-seeker's application for asylum in the United Kingdom.
- Immigration appeals are those made when the Home Office refuses a person entry into the United Kingdom for any reason other than asylum. This is for:
 - Those persons refused entry in the United Kingdom for either short or long term visits or permanent residence
 - Those persons who are presently in the United Kingdom and have been either refused an extension of a visa or are faced with deportation.

Some cases go directly to the Special Immigration Appeals Commission (SIAC) – on the grounds of national security and threat to public safety.

FINAL RIGHT OF APPEAL – TO THE COURT OF APPEAL

An appellant may further seek leave to appeal to the Court of Appeal on a point of law. However, if an appeal is considered by the Court of Appeal, it is no longer within the jurisdiction of the AIT and we have no further part to play.

WHO DECIDES ON THE ADJUDICATIONS?

An appropriate person (an Immigration Judge) appointed by the Lord Chancellor makes a written decision. They do so, usually after the AIT has convened a hearing in one of its appeal centres, specifically designed for this process. The independent Judge will have listened to the evidence and questions being presented by the Home Office representative and the appellant.

WHEN IS AN INTERPRETER REQUIRED?

The AIT will provide and pay for the services of an interpreter at any appeal hearing where the appellant or witness speaks a language other than English, and requests that an interpreter is present to interpret for them. This is usually for around 70% of adjudication hearings. Interpreters generally sit directly alongside appellants and witnesses in court. An interpreter may also be provided for bail hearings.

Having an interpreter working in court allows all parties and the Adjudicator to understand each other where the appellant cannot understand or speak English very well.

AIT CENTRES

There are AIT centres for hearing appeals in London (Taylor House), Feltham (Hatton Cross), Birmingham, Manchester, Walsall, Stoke, Nottingham, Newport, Bradford, North Shields, Belfast and Glasgow.

ARIA– THE AIT COMPUTERISED DATABASE

ARIA - the **A**ppeal **R**ecords for **I**mmigration and **A**sylum maintains the records database, and is in use throughout the organisation. It stores information required by the AIT staff to book interpreters. It has advanced features, such as an ability to store your availability to work for the AIT – allowing us to block off days when you are not available – e.g. if you are out of the country, ill, or already booked with other organisations. Like all information stored by the AIT, your details are safeguarded by the provisions of the Data Protection Act 1998.

ICS – INTERPRETER CLAIM SYSTEM

ICS is the automated claim system that calculates and generates your payments. It stores information about your fees throughout the month, then provides a total that is paid once a month by cheque or more often, direct to your bank account (BACS). On each attendance at a hearing centre, an automated claim form will be produced and a copy supplied to the interpreter for their records. Claims are processed on a calendar month basis. This activity is not carried out by the Loughborough office.

THE ASYLUM AND IMMIGRATION TRIBUNAL INTERPRETER PANEL

After successfully completing an interview, briefing, assessment and training course, interpreters are included on the AIT interpreter panel, from which the AIT books the appropriate interpreter as required.

WHAT IS AN INTERPRETER'S EMPLOYMENT STATUS?

As an interpreter, you are offered work by the AIT as and when the need arises on a self-employed basis. You are not an employee of the AIT and are therefore totally independent of the AIT. This handbook is not intended to constitute, imply or create a relationship of employment between you and the AIT.

All interpreters have self-employed status, therefore, all tax and National Insurance issues are your own responsibility. The AIT will not make any income tax deductions from fees paid to you.

NO GUARANTEED NUMBER OF BOOKINGS

We cannot guarantee you a set number of bookings or number of hours for any period as the amount of work depends on the demand for languages by appellants. **Please refrain from contacting the Booking and Services team regarding your amount of bookings. The Booking team will contact you when your services are required.**

If you accept a booking from the AIT, we do require that you keep the whole day free from any other work or appointments, as we may book you in for court hearings later in the day. If you fail to do this, it may mean that your fees are reduced (see Page 8 - Late Arrival and Early Leaving of Interpreters). 'Double booking' may lead to your name being removed from the Panel.

RIGHT TO REFUSE WORK

As a self-employed interpreter, you are under no obligation to accept any work, and have the right to refuse any bookings offered to you by the AIT. This will not prejudice future bookings with the AIT.

BOOKING INTERPRETERS

THE CRITERIA THAT AIT INTERPRETER CLERKS CONSIDER WHEN BOOKING INTERPRETERS

There are four criteria that AIT interpreter clerks consider when choosing which interpreter should be offered a booking (**not necessarily in this order**):

- **Skill Level** – information shown on ARIA indicates an interpreter’s skill level, determined by recognised qualifications and experience levels – e.g. Diploma of Public Service Interpreting, former IAA assessment grade
- **Cost** – clerks should look at booking the most cost-effective interpreter – based on travelling time and expenses from the AIT centre
- **Suitability** – if a court is listed requiring an interpreter for more than one language or dialect (e.g. Russian and Lithuanian) a specific interpreter may be able to speak all the languages required
- **Availability** – once we start contacting interpreters, they are not always available when required.

Once a booking clerk has contacted you and you have accepted the booking, please:

- request your booking reference number,
- request a map\directions if it is your first visit
- note the date in your diary
- take your confirmation letter to the hearing.

Please note the phone call is confirmation of the booking

YOUR AVAILABILITY TO PROVIDE INTERPRETING SERVICES

Please advise in writing your availability to the Interpreter Services team at Loughborough for any periods when you **cannot** accept bookings, due to holidays, sickness etc. If insufficient time for written notice your change of availability will only be accepted using your personal I.D number . If you decide you no longer wish to provide an interpreting service to the AIT, please inform us in writing with as much notice as possible so that your details can be removed off our records.

This could be because you have taken on a full-time job or are leaving the country.

CHANGE OF PERSONAL DETAILS

It is your responsibility to tell us of any changes to your personal details. These include:

- Your name
- Postal address
- Bank details
- Immigration Status
- No longer wishing to interpret in one of your languages

If you fail to do this, we may not be able to process your claim for fees. Please complete the attached form (Annex A) when appropriate and return to Loughborough.

Please write to the Interpreter Services Team who will deal with your changes. (Address details on Page 20)

All requests for change must be in writing or by fax to 01509 221 444

ATTENDANCE

START TIMES

We ask that you be punctual for all engagements for which the AIT books you. Many people work together to enable the hearings to operate effectively and efficiently, and we rely on you to be on time. For all sessions in all centres, we ask that you arrive **15 minutes before the hearing is scheduled to commence**: the start time of the hearing will be on your booking confirmation letter. The total time claimed is rounded up or down to the nearest five minutes. You will be paid from the time signed in but up to a maximum of 15 minutes before the time set for the hearing.

PRELIMINARIES - ARRIVAL & RELEASE

On arrival at the hearing centre, you should report immediately to the interpreter clerk or usher where applicable. In some centres, there are designated interpreter rooms. An interpreter clerk should ensure that you have completed the register or local procedure for reporting for duty. If you are unsure about what the procedure is for any centre that you visit, you should contact the Interpreter Section Team Leader or Office Manager with responsibility for that centre. Some centres have printed guides to assist you.

Once the Judge has released you from the final hearing for which you are booked, you should report immediately to an interpreter clerk, who will assist you to complete your claim form. They will need verification of the times you have worked, and will sign off your form.

LATE ARRIVAL OR EARLY LEAVING OF INTERPRETERS

If you are delayed in arriving, please telephone the Customer Service Centre on **0845 6000 877** as soon as you know you will be late for a booking and give the approximate time you think you will arrive. The call will then be transferred to the Booking Team who will liaise with the relevant hearing centre.

If you are late for an engagement or need to leave early, the following policy will be enforced:

- | | | |
|----------|---|--------------------|
| A | If a hearing is adjourned due to you arriving late or leaving early | No fee |
| B | If another interpreter has to replace you due to you arriving late or leaving early | No fee |
| C | If a hearing has to start late due to your late arrival | Half the total fee |

The above policy will only be waived in exceptional circumstances and at the discretion of the Interpreter Manager in Loughborough.

Please note - if you arrive late without providing a reasonable explanation, it may result in your name being removed from the AIT Panel.

CANCELLATIONS

COMPENSATION

Due to the nature of immigration appeals, hearings are often unavoidably withdrawn or adjourned at short notice. While we will try to give you as much warning as possible, you should be aware that bookings may be cancelled at the last moment.

AIT will not, therefore, be liable to pay you any fee if we cancel your booking over 24 hours prior to the scheduled booking.

EXCEPTIONS

Within 24 hours of your scheduled booking, you are eligible for a cancellation fee of £48. i.e.: Bookings cancelled after 10.00 a.m the day prior to the hearing

Please note the following:-

- You must mitigate any costs you have incurred once you are informed of the cancellation. For instance, if you are called and are told of a late cancellation, you must turn around, should not go to the AIT centre and cancel the hotel if you were authorised an overnight stay (if you had booked a hotel). You must also find out the hotel cancellation policy before booking the hotel. The AIT will pay for any unavoidable expenses incurred.

There are a number of reasons why your booking could be cancelled. They include:

- The Judge has adjourned the appeal – e.g. due to new information coming to light and the parties requiring more time to consider it
- The Judge confirms the abandonment of the appeal after notification by the representative or the appellant
- List splitting or movement of cases between courtrooms brings about a surplus of booked interpreters
- The language requirement has changed
- An all male/female court is required
- You have disclosed to us a possible conflict of interest, such as you know of the appellant

INTERPRETER CANCELLING BOOKING

The Booking Team respectfully requests that you inform us as soon as possible if you are unable to attend one of your bookings. This will then allow us the opportunity to find another interpreter to replace you. We ask that you only cancel a booking for an unforeseen reason, such as ill health, a hospital appointment, or the overrunning of a previous booking e.g. Crown Court trial. It should not be because you have been offered other work at a higher rate. As you will understand, it can be very expensive for the AIT to adjourn a hearing.

You may be liable to pay solicitors' costs if you are responsible for the adjournment. This could be as high as £500.

We will, therefore, routinely review the reason why you have cancelled a booking to ensure quality and consistency in our interpreter provision. This may affect your the number of bookings you are offered in the future.

INTERPRETER STANDARDS

WHAT ARE YOUR DUTIES AND STANDARDS AS AN INTERPRETER?

Please be aware that any breach of these provisions means you will not be offered further bookings. and, in certain circumstances, civil or criminal proceedings may be brought against you.

A duty to interpret accurately and precisely

As an interpreter, you have a duty to interpret accurately and precisely what is being said, and to ensure that the meaning is conveyed. To do so, you need to have a good linguistic understanding of the language you are interpreting. You should speak firmly and clearly.

Your role is to facilitate communication between people, who without your assistance, could not communicate together. You should not become personally or emotionally involved with what you are interpreting.

You should try to replicate the type of language that is being used, whether it is simple, formal, colloquial etc. If abusive or obscene language is used in the source language, you should use the English equivalent. Similarly, do not make additions or omissions. Restrict yourself only to what is being said, without changing the meaning, based on your personal opinion, advice or sensitivity.

To aid in this, it is necessary that you maintain information on the general culture, social and political situations in the countries from which the languages being interpreted originate.

A duty to be impartial

You are in a very responsible position. There may be very serious consequences for a legitimate asylum-seeker who is unjustly denied the right to live in this country and is returned home to their country of origin, because you have not performed your job professionally and with integrity. However, you must understand that there are many people seeking to enter the UK under these asylum-seeker protection rules, but who do not meet the necessary criteria.

Therefore, legally qualified, highly trained and experienced Judges have the job of very carefully deciding whether an appellant meets the criteria for refugee status. There are also appeal provisions to the Court of Appeal, if an appellant has their application for asylum declined and they have a right of appeal.

You, therefore, have a duty to be impartial and to be seen by others to be impartial. This means that you must not take sides in the hearing. You should have no personal interest in the outcome of the hearing, and you should not know the appellant. Please do not discuss actual cases or reveal names outside the court room. We also ask that you do not communicate in any way with the appellant, their representative, witnesses, the Home Office Presenting Officer, etc., before or after the hearing except in the course of your official duties or after seeking permission to do so from the Judge.

In addition, you should not ask for or accept any offering of money, gifts, favours or financial benefits for any reason from any person associated with the case. Please report any offers to an Interpreter Manager at the hearing centre immediately. Please be aware of situations that are or could be seen as potential conflicts of interest that could arise with carrying out your interpreter duties. You must inform an Interpreter Team Leader immediately of these. They will decide whether it is appropriate for you to interpret in a particular hearing. The following are a number of examples of which you should be aware:

- If you think that the appellant's name stated on court documents for which you are booked may relate to someone you know or that you may have interpreted for before under any other conditions.
- If you interpreted for the Home Office at the appellant's initial interview
- If you find that a witness whose testimony you have been asked to interpret is either related to you or someone you know or you have assisted in the witness statement.

You may also be required by the Judge to swear or affirm that you will interpret to the best of your ability and knowledge, and to be impartial to all parties and also to administer an oath to anyone participating in supplying evidence.

Duty to treat all people equally

You have a duty to treat all people equally, irrespective of their race, sexual orientation, nationality, ethnic origin, disability, age, religion, gender, marital status or membership or otherwise of a trade union.

Undertaking to abide by the Official Secrets Acts 1911 to 1989

On acceptance of a booking from the AIT, you undertake to abide by the provisions of the *Official Secrets Act s 1911 to 1989*. This means you must not disclose to any person outside of the AIT any information that becomes known to you during the course of your work. Any data or information that you obtain in the course of your services is strictly confidential. You are not to communicate it in any way to any unauthorised person at any time. The rights to this information shall rest with the AIT. Any breach of this requirement may result in criminal or civil proceedings and in the immediate removal of your name from the AIT Panel.

We recommend you study and become familiar with your obligations under the Official Secrets Act 1989. You can request from us the rules governing the use of official information and related activities.

MOBILE PHONES AND PAGERS

Please switch off your mobile telephone and/or pager when entering the court.

DRESS CODE

The intention of the AIT Interpreter dress code guidelines is to complement the AIT's image to the public as a professional organisation that effectively and efficiently assists with the processing of immigration appeals.

The following guidelines detail the standard of dress that is requested of AIT interpreters:

- Your ID badge must be worn at all times whilst working in any AIT hearing centre for security purposes. (* requests for new badges need to be accompanied by

2 passport size photos and proof of ID e.g.: driving licence, passport etc. to the Tribunal Support Centre at Loughborough .

- Male interpreters are asked to wear sober coloured suits or tailored jackets and trousers, with a collared shirt and tie
- Female interpreters are asked to wear a dress, skirt or tailored trousers with a smart top

The following items should not be worn:

- Denim clothing of any description
- Nose rings (except on religious grounds)
- Sports or leisure wear
- Shorts (although divided skirts/culottes are acceptable for women)
- Clothing with slogans
- Hat or headwear (except on religious grounds)
- Training shoes

If your clothing is not appropriate for work within a court room, the Interpreter Manager concerned will discuss this with you. You may be liable to having your booking cancelled immediately. If you consistently fail to comply with the dress code, you may not be offered further bookings.

INTERPRETING TECHNIQUES

During opening statements and submissions, your interpreting should be whispered and simultaneous. During questions and answers, interpreting should be consecutive. When the appellant or witness is speaking, your interpreting should be consecutive. If the Judge asks you to stop interpreting, please follow that direction.

INTERVENTION

You may intervene at the hearing for the following reasons:

- To seek clarification if you have not fully understood what has been asked to interpret
- To alert the Judge that although the interpretation was correct, the question or statement may not have been understood
- To alert the court to a possible missed cultural inference – such as when an item of information has not been stated but knowledge of which has been assumed
- If someone is speaking indistinctly, too quickly or for too long without pausing to allow adequate consecutive interpreting

You should not speak in one language with the appellant/witness, which the court cannot understand. You should seek the advice of the Judge if you encounter any problems.

TRANSLATING DOCUMENTS

You have not been tested, assessed or trained by the AIT to translate documents. Therefore, this is not a procedure which is required of you by the AIT in the court room. If you are asked to translate documents, please make the Judge aware that you have not been assessed or trained by the AIT in document translation. If the Judge is satisfied with this, and you are happy to translate the documents, the hearing can continue. If in doubt, please seek advice from the Interpreter clerk in the hearing centre.

(See notes re: conversion of dates on page 24)

PERFORMANCE MONITORING

We will routinely monitor your performance as an interpreter assisting at AIT hearings in the following situations to ensure you are meeting the standards required:

- When you are new to the Panel.
- Where we have concerns about your performance as an interpreter, due to a report by a representative or Judge.
- On an ad hoc basis to utilise an assessors time in the courtroom scenario.

Quality check forms (Annex B) are also completed on an exception basis by Judges in respect of interpreters' performance in court. Copies are maintained on your files with Interpreter Services.

DISCLOSURE OF ANY ACTIONS THAT COULD DISCREDIT THE AIT

It is imperative in the interests of justice and professional services to the AIT that our interpreters maintain, and are seen to maintain, the highest professional standards, both at work and in their private lives.

You must, therefore, inform us immediately if you are charged, convicted or cautioned for any offence, or if you become subject to any professional disciplinary proceedings. If you fail to inform us, we reserve the right to remove your name from the Panel.

You should also not conduct any business venture at AIT hearing centres, or profess to represent the AIT in any communication with any third party. Please do not hand out or pin up any business cards or publicity material in the hearing centres. You are appointed on an individual, freelance basis. Do not use your position on the Panel to conduct any business through an interpreter agency.

DO'S & DON'TS

INSTRUCTIONS FOR SELF-EMPLOYED INTERPRETERS AT AIT HEARINGS - DO'S AND DON'TS

An interpreter's duty is to interpret accurately and precisely. An interpreter must remain strictly impartial both before and throughout the proceedings and must not discuss actual cases or reveal the names of people involved in the hearing outside the courtroom. In addition, do not do anything so that people could question your honesty or integrity.

The following "Do's and Don'ts" will prove invaluable to persons new to interpreting judicial proceedings.

Do:

- Use the witness's exact words. If you cannot make a direct or exact interpretation, interpret it as accurately as possible in the witness's own words and then inform the Judge what the phrase means. Your duty is to make sure the court understands what the witness is saying.
- Stop the witness or questioner at the end of each sentence as necessary and interpret sentence by sentence.
- Speak slowly and clearly during consecutive interpreting - the Judge will usually wish to write down every word said. During simultaneous interpreting, you must go at the speed of the court.
- Speak loudly during consecutive interpreting so that the whole court can hear your words.
- Speak quietly when giving a simultaneous interpretation.
- Inform the Judge if the witness is speaking a dialect that you find difficult to understand.
- Spell out any foreign name or places said by the witness.
- Inform the Adjudicator immediately, if you have any difficulty in interpreting.
- Direct all interpreted answers towards the Judge even though the question may originate from a party's representative.
- Remain calm, especially if you hear unpleasant or controversial evidence. Your duty is to remain detached from the evidence you are interpreting.

DON'T:

- Speak to a witness appellant before or during a hearing except in the course of your official duties, unless the Judge has given you permission. In particular, do not have discussions not interpreted with a witness during the court session.
- Use an English expression or phrase which is not an exact translation of the witness's own words.
- Ask the witness what they mean by a particular answer. If you cannot understand what is meant by an answer, you must ask the Judge if you can ask the witness to repeat or clarify their answer.
- Try to anticipate what the witness is trying to say or give an answer other than what is being said.
- Let your own experience or views get in the way of how you interpret the evidence.
- Say, "he says he..." when interpreting. Always use direct speech when interpreting.
- Accept any offering of money or gifts from any person associated with the case, for any reason. Please report any offers to the Manager immediately.

PAYMENTS

PAYMENT OF INTERPRETER FEES BY THE AIT

Interpreters are paid a set hourly rate which includes a daily minimum fee. You are paid for the hours that you attend work excluding normal meal breaks. These breaks can be for up to one hour. We also include in your paid time the period it takes to travel to and from home. The AIT currently pays £26.00 per hour for attendance time and £16 per hour for travel time; however interpreters have the option to submit notional travel expenditure i.e.: cost & time if desired. Travel costs will be reviewed annually although individual circumstances will be considered where unforeseen costs are incurred. The annual review will be effective from February each year, at the instigation of the interpreter only.

For each booked attendance at a hearing centre, a minimum payment of three hours will be made. This means if the total time is less than three hours, the difference will be made up by the travel rate. E.g. Where the attendance time is one hour £26.00 and travel time is one hour £16.00, the minimum payment is made up by paying a further amount of £16.00 being the rate paid for travel time. A total of £58.00 is claimed for and authorised for payment. Please see fees table Annex C.

TRAVEL TIME

A maximum of three hours return journey will be paid for your hearing centre. Once agreed, the same travel time will then be paid for each subsequent visit to that hearing centre.

If travelling to a hearing centre for the first time, travelling times should be agreed in principle at the first visit to that hearing centre and ticket costs and receipts should be submitted.

Exceptionally you may be asked to travel outside of your nominated centre in which case your travel time may exceed these times.

TRAVEL EXPENSES

You are expected to use the most cost-effective method of travel to get to and from the hearing centres and will be frequently monitored. It is also recommended if using public transport to purchase a return ticket.

We will agree with you on the normal expenses to be claimed to transport you to and from the centre at which you will work. We will normally ask you to claim this amount every time you are booked to interpret for a hearing at that centre.

Original valid receipts **must** be produced at first visit which will form the basis of ensuing claims subject to any unforeseen circumstances and costs.

You must have prior agreement at the time of the booking for the following:

- Car park charges or taxi fares. These are only allowed in certain circumstances
- Overnight stay
- Any deviation from agreed travelling costs

INCIDENTAL EXPENSES

Car parking charges and taxi fares will not be paid except in exceptional circumstances which have been agreed in advance of the booking date with an Interpreter Booking Team Leader.

EXCEPTION POLICY

For centres such as Belfast and Glasgow which are less accessible by normal modes of transport, the AIT recognises that flight costs vary according to availability, schedules and special offers. Therefore, travel costs for these centres should be negotiated at the time of booking and tickets must be presented at the hearing centre.

NB: Flights should not be booked more than 2 weeks in advance

QUERYING PAYMENTS

If you have any queries regarding your bookings, the Booking Team store your confirmation letters for **three** months and cancellation letters for **three** months. After this period, they are destroyed.

LUNCH BREAKS

Lunch should be taken during any suitable break as directed by the Judge and will not be paid for.

You must ensure that the Judge endorses the time taken for the break (or the fact no break has been taken) on your release form.

It is important that the Judge endorses it since the Interpreter clerk uses this figure when they input your details onto the payment system (ICS).

If the time is not endorsed, the ICS clerk will automatically deduct one hour from your claim, so it is important to be accurate.

If you feel you require a break, after e.g. working continuously for three or more hours, please ask the Judge for a short adjournment. You may, however, have to fit your breaks into the court schedule.

TAX STATUS AND NATIONAL INSURANCE

All interpreters have self-employed status, therefore, all tax and National Insurance issues are your own responsibility. The AIT will not make any income tax deductions from fees paid to you.

Under this arrangement, you may be liable to charge Valued Added Tax (VAT). You should clarify this and other tax matters with your local Inland Revenue office. You can find this telephone number from the telephone directory.

PAYMENT DATES

Payment will be made through the automated claim system (ICS). The Interpreter Newsletter will inform you of payment dates and any changes to that date. Payment can take up to two months to be sent. No interest on the principal amount will be paid. Normally payments will be dispatched on the third Friday of the month following the duties performed.

Please only enquire about the non-payment of fees after this two-month period has elapsed.

If the AIT fails to make full payment within the agreed period, you in the first instance should contact the applicable hearing centre that you attended.

INTERPRETER CLAIM FORM

Only after full and satisfactory completion of the booking and on completion of a claim form, will payment be made, in pound sterling only. The claim form will be completed at the hearing centre, which will be signed by the interpreter to agree the times on the claim form.

EXCEPTIONAL CIRCUMSTANCES

Will be considered on an individual basis.

VAT

Is payable as applicable. If you are VAT registered, please inform the interpreter clerk of your VAT number before completing the claim form at the hearing centre.

LIABILITY

LEGAL ACTION AND COSTS

If you cannot attend a booking, we would very much appreciate you informing us as soon as you can. This will then allow us the opportunity to find another interpreter to replace you. If we are unable to find another interpreter and your absence is the reason for adjournment, you may be liable to pay solicitors' costs. This could be in excess of £500.

You are personally liable where you make a mistake during the course of your interpreting duties leading to an adjournment or defective determination. You may wish to consider taking out legal protection to cover you for this possibility.

You must ensure that you have adequate public liability insurance cover and that you are properly certified as self-employed by the Inland Revenue.

LEGAL PROTECTION

Any legal protection or insurance policy you obtain, renew, amend, change or make contributions towards, must be paid by yourself.

TAX AND NATIONAL INSURANCE CONTRIBUTIONS

All interpreters have self-employed status; thus all tax and National Insurance issues are your own responsibility. The AIT will not make any income tax deductions from fees paid to you.

To avoid doubt, you agree that you are self-employed, fully responsible and shall keep the AIT indemnified in respect of any claim by the Inland Revenue or any other authority in respect of income tax and National Insurance Contributions arising from or payable in connection with the performance of this Agreement. You shall further indemnify the AIT against all reasonable costs and expenses and any penalties or interest incurred or paid by the AIT in connection with or as a consequence of any liability arising out of the assessment or claim other than where such liability arises out of the negligence or wilful default of the AIT.

OFFICIAL SECRETS ACT

You agree to abide by the Official Secrets Acts 1911 to 1989 and should exercise care in the use of information you acquire during the course of your duties.

EQUAL OPPORTUNITIES

We expect you to carry out your duties ensuring that everyone is treated equally regardless of colour, race, nationality, ethnic origin, religion, sex, marital status, disablement, age, or sexual orientation.

DATA PROTECTION ACT

You must not disclose the names and addresses of staff, judiciary, or interpreters to other organisations, public bodies or other individuals.

HUMAN RIGHTS & RACE RELATIONS ACT

You must ensure that these Acts are correctly applied and adhered to during the discharging of your duties.

HEALTH AWARENESS

Most people will have been vaccinated against TB (Tuberculosis) during their time at school. If you are unsure about whether you have been vaccinated, a visit to your doctor and a simple skin sensitivity test will show whether you are protected or not. There is no charge for this service by the NHS.

The risk of catching TB in this country is not high, and even conversational contact with another carrier does not mean that you will become infected. TB is usually passed from one person to another through prolonged close contact, although it is in theory possible to pass on the infection by coughing in the face of another person.

Interpreters whose immune system may be compromised by another condition such as diabetes, HIV, taking steroids or other immune suppressive therapy should be especially vigilant.

If you are concerned that you are at risk of exposure to TB in the course of your duties, talk to an Interpreter Manager and take precautions.

Cholera, typhoid, dysentery, hepatitis, scabies and lice are not airborne and are transmitted via contact with the body and bodily fluids. Interpreters are advised not to touch clients nor share eating utensils. AIT advice is not to put yourself at risk.

Anyone with mumps, measles or chicken pox should be in quarantine and not attending a Court Hearing, however, the onus is on the individual to make the Court and the AIT aware of any such conditions.

If the AIT is aware of any medical condition that might cause concern you will be informed at the point of booking and taking into account your personal circumstances you have the option to refuse the booking

MAINTAINING THE PROFESSIONAL SERVICE

You are expected to provide and maintain an accurate and professional interpreting service at all times when acting in your professional capacity. We shall investigate any complaints or allegations to the contrary or any conduct that is apparently in breach of these guidelines.

While it is anticipated that you will be given every opportunity to make representations which will be given full consideration, the AIT reserves the right to stop using the services of an interpreter.

In the event that such complaint, allegation or misconduct is substantiated, you may be warned, or will not be offered further bookings at the discretion of AIT.

Any breach of these terms or conditions will lead to your removal from the list of interpreters available for AIT bookings.

Usually, a reminder of the AIT standards will be given but subsequent loss of bookings is at the AIT's discretion and there is no right of appeal.

Complaints can be received from several different stakeholders; these include members of the judiciary, solicitors, appellants, other interpreters and the Home Office Presenting Officers Unit etc

Each complaint is dealt with on an individual basis and follows a set procedure. If the complaint is about an interpreter not being available for a hearing, we will first check whether one was requested and the background. If the fault lies with the AIT for failing to produce a suitable interpreter, claim for costs will be paid.

If the complaint is about the quality or conduct of an interpreter, there are several ways of investigating this:

- Result of independent assessment
- History in the AIT/IAA, e.g., previous complaints
- Judicial feedback if the complaint came from outside the AIT
- In court assessment by an external linguist specialist organisation

Once this information is available, we can ascertain what action needs to be taken, if any.

The AIT feels that it is important to support the interpreters, where necessary, against unwarranted complaints to protect the integrity of the panel. Each complaint is dealt with on individual merit.

GENERAL INFORMATION

FURTHER DEVELOPMENT

The AIT actively encourages interpreters to gain professional qualifications in interpreting. The Diploma of Public Service Interpreting is the most recognised qualification in this area. We also encourage you to become a member of the National Register of Public Service Interpreters. Once you have been accepted onto the AIT Panel and gained experience as an interpreter, it may lead to other work in related fields, such as with the Police, the Home Office and immigration lawyers.

USE OF AIT FACILITIES AND INTERPRETER NEWSLETTER

As an interpreter, you may wish to utilise the AIT's library facilities. Please ask the Interpreter Section Team Leader or your local centre for permission to do so. Further, we encourage you to use the interpreter rooms that are provided in some centres. An interpreter newsletter is produced and distributed periodically to update you on issues affecting you, such as changes in policy, reminders and updates for all interpreters and developments both regionally and nationally.

POLICY ON INTERPRETERS GIVING GIFTS TO AIT STAFF

It is important that AIT staff are impartial and are seen to be impartial in which interpreters they decide to ask to work for the AIT. The actions or conduct of our officers should not give the impression that they have been influenced by a gift to show favour to a particular interpreter. This ensures that all interpreters are treated in a fair and equal manner and that we are responsible in the spending of public resources.

Therefore, if you do decide to offer an AIT staff member or team a gift, please be aware of the following policy:

- Only small gifts of an insignificant or inexpensive seasonal nature (such as Christmas/ birthday/ seasonal cards, or small presents) may be accepted. No other gifts or money may be accepted
- Offers of gifts, whether accepted or not, must be recorded in a register which is kept on open display. The register will contain information on the name of the person making the offer, the date it was received, its nature and approximate value
- The mandatory requirement to report all offers of gifts to managers relieves individuals of any suggestions of impropriety or bias, and of any embarrassment in refusing the offer

YOUR DETAILS

From time to time, the AIT may make available their current lists to other government departments requiring the services of interpreters for the purpose of sharing resources and ensuring that interpreters are available for all government departments. If you do not wish us to pass on your details, please write to inform the Interpreter Services Manager, details on page 21.

FIRE INSTRUCTIONS

At every hearing centre, please make yourself aware of the fire instructions and exits. If you are unsure, please speak to a member of AIT staff.

CONVERSION OF DATES

Guidelines have been drawn up to assist interpreters with the conversion of dates from foreign or religious calendars to the Gregorian calendar.

In some appeals, dates adduced in evidence may be given in a calendar used in the appellant's country. So that such dates can be considered in the appeal, it is necessary for them to be converted into the Gregorian calendar.

These dates may be given in two ways;

As written evidence

Or as oral evidence

Written Evidence.

Dates requiring conversion mentioned in documents produced as evidence by a representative or appellant should be presented to the appeal hearing with the conversion completed. However, when such a conversion is required during a hearing, the appeal interpreter should only undertake the task if he/she is a qualified translator.

If the court interpreter is not a qualified translator, a short adjournment may be necessary to ascertain whether there is a qualified translator of the language in question in the hearing centre. Otherwise the appeal may have to be adjourned for the document to be translated.

Oral evidence

When a date requiring conversion is given in oral evidence, the following guidance should be followed.

The date given in evidence by the witness or appellant should be translated directly into English but retaining the names and details of the appellant's calendar.

The date should then be converted into the Gregorian calendar using a recognised conversion chart.

If requested, the conversion chart should be made available for examination by the Judge, the Home Office Presenting Officer, and the representative or appellant.

If there is any uncertainty about the conversion of a date, the appeal should be informed of the nature of the uncertainty and the reason for it.

If the date tendered in evidence is incomplete. i.e. only the month and year then the conversion should be given as between dates.

For example, a date from the Iranian/Afghan calendar given as

Day/Jadi 1337 should be converted as

being between *22nd December 1958 and 20th January 1959*

Conflict of interest

The interpreter is advised to make the Judge aware of any conflict of interest (e.g. interpreter knows appellant) or difficulty envisaged with their use as an interpreter so that the Judge can decide how to proceed.

CONTACT & ADDRESS DETAILS

If you wish to contact the Interpreter Booking Teams, Services or a Hearing Centre Manager please telephone the Customer Service Centre on **0845 6000 877** who will transfer your call.

You can write into Interpreter Services at:

Tribunal Support Centre
PO Box 6021
Loughborough
Leics
LE11 2YT

These are the addresses for the main AIT hearing centres:

Birmingham:	AIT , 2nd Floor, Sheldon Court, 1 Wagon Lane, Sheldon, Birmingham, B26 3DU
Bradford:	AIT , Phoenix House, Rushton Avenue, Bradford, BD3 7BH
Glasgow:	AIT , 4 th Floor, Eagle Building, 215 Bothwell Street, Glasgow, G2 7EZ
Hatton Cross:	AIT , York House, Dukes Green Avenue, , Feltham, Middlesex TW14 0LS
Manchester:	AIT , 1 st Floor, Piccadilly Exchange, 2 Piccadilly Plaza, Manchester M1 4AH
North Shields:	Kings Court Royal Quays, Earl Grey Way, North Shields, NE29 6AR
Newport:	Columbus House, Langstone Business Park, Chepstow Road, Newport NP18 2LX
Nottingham:	AIT, Nottingham Magistrates Court, Carrington Street, Nottingham NG2 1EE
Stoke:	(Bennett House), IAA Town Road, Hanley, Stoke-on-Trent , ST1 2QB
Taylor House:	AIT, Taylor House, 88 Rosebery Avenue, Islington, London EC1R 4QU
Walsall:	AIT, Bridge House, Bridge Street, Walsall , WS1 1JQ

INTERPRETER SERVICES TEAM:

Sue Cattell	Interpreter Services and Booking Manager
Holly Jones	Interpreter Services Team Leader
Hayley Ward	Interpreter Booking Team Leader

GLOSSARY OF TERMS USED IN THE AIT

Adjourned	A case may be adjourned for a variety of reasons e.g. no legal representative, illness, fresh evidence to be considered.
Appellant	An individual who appeals against the decision not to allow them to enter or remain in the UK.
Bail Hearing	A person being detained but wishing to be released applies for a bail hearing. The surety is the person who obligates him or herself legally to another.
Determination	A written decision on an appeal. It will contain reasons and state whether an appeal has been allowed or dismissed.
Entry Clearance Officer	A Home Office employee whose job is to decide whether or not to issue the appropriate visa to allow an individual to come into the United Kingdom from abroad.
Explanatory Statement	A written statement offering further details about the evidence
Home Office Presenting Officer	The Home Office official who appears in court.
Immigration Advisory Service	This organisation provides free legal representation and advice to the appellant and/or sponsor.
Paper List	Some appeals are determined without an oral hearing and are decided on the papers. A Judge will therefore make a decision based on the written evidence before them.
Refugee Legal Centre	An organisation that provides legal representation free of charge for persons seeking Political Asylum.
Representative	An appellant or sponsor may nominate a firm of solicitors, a law centre or an advisory centre to represent him/her in an appeal.
Respondent	The organisation who refused the application to enter or remain in the United Kingdom, e.g. Entry Clearance Officer, Secretary of State, the Immigration Officer.
Secretary of State	A Minister in charge of the Home Office
Sponsor	A person who makes himself or herself responsible for another
Withdrawn	If the appellant no longer wishes to proceed with the appeal, they must make a formal application in writing to withdraw the case or make the application in person at the hearing.

INTERPRETER UPDATE FORM – ANNEX A

Please complete in block capitals and return to Interpreter Services, Loughborough

NEW/AMENDMENT/REMOVED (Delete as appropriate)

Mr/Mrs/Miss/Ms:	
Surname:	
First Name:	
Address:	
Contact Number: Home: Mobile: Other:	
Date of Birth:	
Centre closest to where you live:	
Identity Number:	
Other Information: (Change of Bank details etc)	
Signature:	
Date Signed:	

INTERPRETER QUALITY CHECK FORM – ANNEX B

Hearing Centre					
Date of Hearing					
Appeal Number					
Interpreter Name					
Language					
Please complete the following questions by circling the appropriate number					
	Good		Average		Poor
1. Standard of English	1	2	3	4	5
2. Standard of Foreign Languages (if known)	1	2	3	4	5
3. Standard of Interpretation	1	2	3	4	5
Are explanations required?	1	2	3	4	5
Do questions have to be repeated?	1	2	3	4	5
Can the interpreter keep pace with the hearing?	1	2	3	4	5
Is appropriate body language and tone of voice being used?	1	2	3	4	5
4. Correct procedure being followed?	1	2	3	4	5
Spells out names & places?	1	2	3	4	5
Explains meanings of words?	1	2	3	4	5
5. Is behaviour professional?	1	2	3	4	5
6. Punctuality?	1	2	3	4	5
Comments: (please comment on any markings below average)					
Name	Capacity (Judge/Interpreter Manager)				

Signature

Date

INTERPRETER FEES TABLE – ANNEX C

Interpreter Traveling Fee @ £16 per hour				Interpreter Attendance Fee @ £26 per hour				With effect from 2 October 2000			
£1.3333 per 5 minutes				£2.16666 per 5 minutes							
00:05	£1.33	02:05	£33.33	00:05	£2.17	02:05	£54.17	04:05	£106.17	06:05	£158.17
00:10	£2.67	02:10	£34.67	00:10	£4.33	02:10	£56.33	04:10	£108.33	06:10	£160.33
00:15	£4.00	02:15	£36.00	00:15	£6.50	02:15	£58.50	04:15	£110.50	06:15	£162.50
00:20	£5.33	02:20	£37.33	00:20	£8.67	02:20	£60.67	04:20	£112.67	06:20	£164.67
00:25	£6.67	02:25	£38.67	00:25	£10.83	02:25	£62.83	04:25	£114.83	06:25	£166.83
00:30	£8.00	02:30	£40.00	00:30	£13.00	02:30	£65.00	04:30	£117.00	06:30	£169.00
00:35	£9.33	02:35	£41.33	00:35	£15.17	02:35	£67.17	04:35	£119.17	06:35	£171.17
00:40	£10.67	02:40	£42.67	00:40	£17.33	02:40	£69.33	04:40	£121.33	06:40	£173.33
00:45	£12.00	02:45	£44.00	00:45	£19.50	02:45	£71.50	04:45	£123.50	06:45	£175.50
00:50	£13.33	02:50	£45.33	00:50	£21.67	02:50	£73.67	04:50	£125.67	06:50	£177.67
00:55	£14.67	02:55	£46.67	00:55	£23.83	02:55	£75.83	04:55	£127.83	06:55	£179.83
01:00	£16.00	03:00	£48.00	01:00	£26.00	03:00	£78.00	05:00	£130.00	07:00	£182.00
01:05	£17.33	03:05	£49.33	01:05	£28.17	03:05	£80.17	05:05	£132.17	07:05	£184.17
01:10	£18.67	03:10	£50.67	01:10	£30.33	03:10	£82.33	05:10	£134.33	07:10	£186.33
01:15	£20.00	03:15	£52.00	01:15	£32.50	03:15	£84.50	05:15	£136.50	07:15	£188.50
01:20	£21.33	03:20	£53.33	01:20	£34.67	03:20	£86.67	05:20	£138.67	07:20	£190.67
01:25	£22.67	03:25	£54.67	01:25	£36.83	03:25	£88.83	05:25	£140.83	07:25	£192.83
01:30	£24.00	03:30	£56.00	01:30	£39.00	03:30	£91.00	05:30	£143.00	07:30	£195.00
01:35	£25.33	03:35	£57.33	01:35	£41.17	03:35	£93.17	05:35	£145.17	07:35	£197.17
01:40	£26.67	03:40	£58.67	01:40	£43.33	03:40	£95.33	05:40	£147.33	07:40	£199.33
01:45	£28.00	03:45	£60.00	01:45	£45.50	03:45	£97.50	05:45	£149.50	07:45	£201.50
01:50	£29.33	03:50	£61.33	01:50	£47.67	03:50	£99.67	05:50	£151.67	07:50	£203.67
01:55	£30.67	03:55	£62.67	01:55	£49.83	03:55	£101.83	05:55	£153.83	07:55	£205.83
02:00	£32.00	04:00	£64.00	02:00	£52.00	04:00	£104.00	06:00	£156.00	08:00	£208.00
Mileage 25p per mile		Subsistence		over 5 hours 5:05 = £4.25		over 10 hours 10:05 = £9.30		over 12 hours 12:05 = £13.55			

FAQs

- 1 **Q Can I check which day/court I'm booked at?**
A It's the interpreters responsibility to keep their diary up to date, but we will confirm your dates should you have any problems
- 2 **Q I was late arriving at the hearing Centre: will I be paid from 09.45hrs?**
A You will only be paid from the moment you arrive and sign in.
- 3 **Q I was telephoned and booked at a hearing centre, I did not receive a confirmation letter so I did not go.**
A The verbal booking is THE Booking and the letter is Confirmation. You should ALWAYS attend a hearing; if you have any doubts contact the Booking Team.
- 4 **Q Why don't I get bookings for other Courts?**
A Apart from the London Area, work is allocated by the nearest Interpreters Hearing Centre. Once these have been exhausted, we would choose the nearest interpreter available on that day.
- 5 **Q Please tell me where the court is? (Asked on the day or just before)**
A When taking a booking for a new Court/or have not visited before, please ask for a map or address.
- 6 **Q What do I do if I do not agree with travel costs?**
A Travel costs are fixed for a twelve month period: you have the right to submit lower expenses outside these policy guidelines.
- 7 **Q Can you tell me which train I should catch to get to court?**
A We are not able to do this: please telephone the main railway line enquiry number and they will advise you.