

Just Communication Ltd – Terms & Conditions

1 Request

- 1.1 You may make a Request by telephone, textphone, fax, email or SMS (text messaging) during office hours (Monday to Friday 9am to 5pm). An online Request may be made via our self service internet portal at any time.
- 1.2 Once received a Request is validated and prioritised, then rated by complexity and risk.
- 1.3 When required, provision is subject to the following prioritisation:
- | Priority | Definition | Domain |
|-------------|--|--|
| Priority 1: | Life critical events, assignments with a statutory deadline or emergency situations. | Police/Legal Health Social Services |
| Priority 2: | Important events where a client would be significantly disadvantaged should no access be provided. | Employment Politics Education Municipal Services |
| Priority 3: | An event where it would be desirable for access to be provided. | Arts & Culture Entertainment Community Events Social |
- 1.4 The Allocation Policy states accepted working practice, level of qualification and the number of Providers required for an assignment.
- 1.5 When a Request is received it will be acknowledged. If a Request is made, but no acknowledgement is received, you should contact the Call Centre.
- 1.6 The Customer is the sole authorised contact in relation to a Request and any subsequent assignment. They will be issued a Username and Password that, which must not be shared with another party.
- 1.7 Any known or possible Health & Safety or security issues should be disclosed when requesting a service or immediately on discovery.

2 Search

- 2.1 A Request is prioritised, but is subject to the same administration process and the search for a suitable provider is conducted with equal intensity.
- 2.2 We work tirelessly to cover all Requests, but given demand exceeds supply, unmet need occurs.

3 Process

- 3.1 You will be notified when a Provider(s) is identified. In the interim you will receive a progress report, with increasing frequency.
- 3.2 If you have specified a Search Deadline, a final progress report will be given by 5pm on that date. You will have the option to continue or to cancel the Request.
- 3.3 The system employed to manage assignments provides accurate reporting at any given point. However, as demand and supply are fluid, any progress report given is subject to change and cannot be held as binding until a Confirmation Letter is issued.
- 3.4 When an appropriate Provider is identified, they will be provisionally booked.
- 3.5 You will be notified of the availability and have 4 hours in which to accept the offer. After this time, the provisional booking will be cancelled and the search will recommence.

4 Confirmation

- 4.1 Once provision is agreed, we will issue a Confirmation which states the details of the assignment, the parties involved and the name(s) of the Provider(s). The Customer will also receive an Official Order, which details the charges.
- 4.2 The Confirmation forms part of the Contract and the details should be checked on receipt. Any error or omission should be reported to the Call Centre immediately. An amendment or addition may incur additional charges.
- 4.3 The Customer can elect to send a copy of documents to those paying for the service and/or the client.
- 4.4 If a Confirmation for a service has been issued, but despite due care and diligence we fail to provide that service, we do not accept any liability. Cancellation Insurance is available at an additional cost.
- 4.5 Every effort is made to secure a Provider in the locality of the assignment. If this is not possible, the nearest available Provider will be identified.
- 4.6 The Contract of which these Terms and Conditions form part, governs the provision of the service. If the Contract is not received you should contact the Call Centre.
- 4.7 A Contract is issued in good faith and must be agreed and prior to service delivery. Should a signed contract not be returned, but the service is accepted as per the Confirmation, by default you are bound by these terms.

5 Preparation

- 5.1 If we require additional information regarding the assignment and you need to send it in hardcopy, please include the Assignment ID number listed on the Confirmation.
- 5.2 The need for preparation is prioritised from 1 to 3 and is related to the Allocation Policy:
Scale 1: Essential
Scale 2: Important
Scale 3: Useful
- 5.3 Where preparation is deemed Essential, a failure to provide information could result in Cancellation and may incur charges.

6 Professional Development

- 6.1 Permission will be sought to conduct professional development during an Assignment. This includes a student shadowing a Provider, a mentor or assessor observing a Provider and live evidence collection for the purpose of assessment.
- 6.2 Any information recorded, in written form or videotaped is subject to the confidentiality provision within the Contract. Any material is used solely for the purpose of professional development and assessment. Further permission will be sort should the material be required for other uses.

7 Assignment

- 7.1 The Provider(s) will attend the event as specified in the Assignment Confirmation. Whilst we will endeavour to facilitate a request to change the time, duration or location of the assignment, this may not be possible and we are not obliged to do so. Any change may be subject to additional charges.
- 7.2 The service will be provided in a manner dictated by Just Communication Ltd, adhere to the standards prescribed by governing bodies and is subject to the civil and/or criminal laws of the United Kingdom. At all times the professional ethics, health & safety and human rights of the Provider must be respected.
- 7.3 When providing a service a Provider is empowered, after consultation with all parties, to make decisions relating to an assignment in respect of their professional ethics, health & safety, human rights or any contravention of civil or criminal law they perceive.
- 7.4 Just Communication Ltd adheres to the Code of Conduct / Practice Guidance issued by:
Agency Steering Group
Institute of Translation and Interpreting
- 7.5 Employed, Subcontracted and Freelance Providers adhere to one or more of the Code of Conduct / Ethics issued by:
Association of Lipspeakers (ALS)
Association of Sign Language Interpreters (ASLI)
Institute of Translation and Interpreting (ITI)
National Register of Communication Professionals with Deaf/Deafblind People (NRCPD)
- 7.6 Should a Provider be forced to withdraw from an assignment for legitimate reasons, Just Communication Ltd accepts no liability and cancellation fees may apply.
- 7.7 You or your organisation is the contracted party. You are required to ensure that all parties comply with the Contract terms, including these Terms and Conditions are
- 7.8 You are required to ensure that the assignment venue holds Public Liability Insurance, conducts regular health and safety audits and takes measures to remove or reduce risk.
- 7.9 Should it be found that an assignment requires more than one Provider or when a Provider fails to attend or where Just Communication Ltd is providing part of the required service and the other Provider fails to attend, the Provider may withdraw from the assignment which may incur Cancellation Fees or a Single Working Fee may be charged.
- 7.10 Once the Assignment is complete, you are required to confirm receipt of the service.
- 7.11 Should a Provider be unable to attend an assignment, they are required to contact the Call Centre as soon as possible. A Co-ordinator will contact you and then begin a search for a replacement. If we are unable to provide a replacement Provider, we will offer the next available appointment. In this case we are unable to accept liability and Cancellation Insurance is available at an additional cost.

8 Quality Assurance

- 8.1 All Consumers and Providers may evaluate the service provided using a Feedback Form via the internet or in hard copy form.
- 8.2 The Information will be used to monitor the standard of service provided, improve service provision and in anonymous or statistical form, for market research and advertising purposes.
- 8.3 If you are dissatisfied with the service you should complete a Complaint Form via the internet or in hard copy form.

9 Finance

- 9.1 The Estimate is based on the information you provide in on the Request Form. Should the circumstances of the Assignment differ, we reserve the right to revise the charges.
- 9.2 [New] Should you cancel a Request / Assignment, cancellation terms apply.
- 9.3 The Inclusive Charge includes the professional fee, administration and payment processing, together with travel time, travel expenses and subsistence, based on the location of the Provider in relation to the Assignment venue. Additional mileage is charged at .45p per mile. It does not include pre-agreed additional expenses or accommodation.
- 9.4 Discounts are subject to Terms & Conditions and subject to availability, please contact the Call Centre.
- 9.5 An invoice will be sent to you within 5 working days of the completion of the assignment. You are required to dispute the invoice within 10 working days or remit the balance within 20 working days.
- 9.6 Should the invoice remain unpaid within 40 working days, it will be issued to a Debt Recovery Agency. After 60 working days Court proceedings will begin. Debt recovery will incur additional charges, interest and Court fees.
- 9.7 Value Added Tax (VAT) is added to the invoice total.

10 Cancellation

- 10.1 You may cancel a Request or Assignment at any stage, though may be subject to Cancellation charges.
- 10.2 A Username and Password must be given or an Identity Check must be completed.
- 10.3 The following cancellation charges apply in all cases:
Stage 1 - No Fee
Availability check – Online schedule
Stage 2 – Administration Fee
1st Issue –Request sent via email
2nd Issue –Request sent via text message
Provisional allocation to Employed, Subcontracted or Freelance LSPs
Confirmed LSPs reallocated to an alternate assignment
Stage 3 – Cancellation Charge
Unless the LSP can be reallocated, after Confirmation is issued the assignment is subject to cancellation fees:
Within 10 working days - 50%
Within 5 working days – 100%

11 Unallocated

- 11.1 Due to the limited number of Providers and high demand, unmet need does occur. All services offered by Just Communication Ltd are offered subject to availability.
- 11.2 You will be notified of the progress of your Request and should you have any concerns you should contact the Call Centre.

12 Services

- 12.1 **Specialist**
- Work of a specialist nature will be identified on receipt and will be skill-matched to the appropriate personnel.
- There are a finite number of suitably skilled Providers and assignments of this nature require long lead times.
- Accepted best practice will dictate both the qualification and the number of personnel required in a given setting.
- 12.2 **Emergency**
- Any Request which remains unallocated or is received within 5 working days of the event or takes place outside Response Service operating hours will be considered as an Emergency Request.
- The service is available to the public but only guaranteed to subscribers. To subscribe, contact the Call Centre.
-The assignment is accepted in good faith, subject to our Contract and the Price List which will be administered the next working day.

13 Information Security

- 13.1 All information held on computer, on backup archives or on paper are kept in accordance with the Data Protection Act and we are registered with the Registrar of Information (Z524011X).
- 13.2 All information held is confidential and it will not be disclosed unless we are required to do so by an appropriate authority as a result of a specific order by a civil or criminal process.
- 13.3 Unless you indicate to the contrary, contact details may be used for marketing purposes by us and selected affiliates.

14 Liability

- 14.1 When a Customer is an individual they shall be personally liable for any charges as a result of using this service.
- 14.2 When a Customer represents a legal entity, they are deemed to be authorised to do so and to be sanctioned to purchase these services.
- 14.3 The Customer is required to ensure that they, the Venue and/or the Funder and/or the Client adhere to the Contract, Terms & Conditions and related policy.

Cancellation Terms

Administration Fee: £25
Within 10 Working Days: 50%
Within 5 Working Days: 100%