

Just Communication Ltd – Terms & Conditions

1. Request

- 1.1 You may make a Live Request by telephone, videophone, textphone, fax, email or SMS (text messaging) at any time. An Online Request may be made via our internet website up to 5 working days prior to the event.
- 1.2 Once received, a Request is checked, prioritised and added to our database.
- 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 We adhere to codes of practice issued by professional associations and operate defined Policy which dictates accepted working practice. This specifies the number of Providers and the level of qualification required for a given assignment.
- 1.5 When a Request is received it will be acknowledged. If a Request is made, but no acknowledgement is received, the Referrer should contact the Call Centre.
- 1.6 The Referrer is the sole authorised contact in relation to a Request and any subsequent assignment. They will be issued a Username and Password to access details held by the Call Centre.
- 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 All Requests are 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 A Co-ordinator will contact the Referrer when a suitable Provider(s) is identified. If you would like a progress report, please contact the Call Centre.
- 3.2 If you have specified a Search Deadline, a Co-ordinator will contact you by 5pm on this date and issue a final progress report.
- 3.3 Due to the system employed to manage assignments, we can provide accurate reporting at any given point. However, as demand and supply are fluid, any progress report given via the Co-ordinator 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 A Co-ordinator will contact the Referrer to confirm the booking. Should the Referrer not confirm the booking within 24 hours, we reserve the right to cancel the provisional booking.
- 3.6 In the event that the Referrer requires the service, but the Provider is no longer available, the search will recommence.

4. Confirmation

- 4.1 Once the service provision is agreed, we will issue a Confirmation Letter which states where and when the event will take place, who the Referrer, Funder and Clients are and who will be providing the service.
- 4.2 The Confirmation Letter forms part of the Contract and the details should be checked on receipt. Any amendment, addition, error or omission should be reported to the Call Centre immediately.
- 4.3 If an address for the client is given, a Confirmation Letter will be issued to them.
- 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.
- 4.5 Every effort is made to ensure 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 by the designated Funder, the Referrer should contact the Call Centre.
- 4.7 A Contract is issued in good faith and should be signed and returned by the Funder. Should a contract not be returned, but the service is accepted as per the Confirmation Letter, by default the Funder is bound by these terms.

5. Preparation

- 5.1 Additional information regarding the assignment should be sent to the Call Centre. Please include the Assignment ID number which is included on the Confirmation.

- 5.2 The need for preparation is prioritised on a scale of 1 to 3 and by default is related to a subject or domain:

Scale 1: Essential
Scale 2: Important
Scale 3: Useful

- 5.3 Where preparation is deemed Essential, a service can only be provided should information be received. Failure to provide information in such cases could result in the cancellation of the assignment and could incur charges.

6. Professional Development

- 6.1 Permission will be sought to conduct professional development. This includes a student shadowing a Provider, a mentor assessor observing a Provider, live or visual evidence collection for the purpose of assessment or direct assessment.
- 6.2 Any information recorded, in written form or video taped is subject to the confidentiality provision within the Contract. Any material will be used solely for the purpose of professional development and assessment. Further permission will be sought 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 endeavor 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.
- 7.2 The service will be provided in a manner in which the Client(s) and/or Referrer(s) require, given this does not contravene the standards of Just Communication Ltd, civil or criminal laws of the United Kingdom or the professional ethics, health & safety or human rights of the provider.
- 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 perceived contravention of civil or criminal law.
- 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, Standby and Freelance Providers adhere to one or more of the Code of Conduct / Ethics issued by:

Association of Lip Speakers
Association of Sign Language Interpreters
CACDP Independent Registration Panel
Institute of Translation and Interpreting

- 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 The Funder is the contracted party (which may or may not be the same as either the Referrer or Client). They are required to ensure that the Contract terms, including these Terms and Conditions are adhered to.
- 7.8 The Funder is 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 On arrival, should it be found that an assignment requires more than one Provider 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 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 the Referrer and then begin a search for a replacement. If we are unable to provide a replacement Provider, we will offer the next available appointment.

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 Provider will issue an Evaluation Form to the Referrer(s) and Client(s) at the assignment. The Call Centre will send an Evaluation Form to the Referrer and/or Funder.
- 8.3 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.
- 8.4 The Complaint Procedure is available to all Just Communication Ltd consumers, Providers and staff by using the Complaint Form in hard copy form.

9. Finance

- 9.1 The service provided adheres to a published price list and includes penalties for cancellation.
- 9.2 The Inclusive Charge includes the professional fee, travel time, travel expenses (up to 100 miles per session), subsistence and administration. Additional mileage is charged at 45p per mile. It does not include pre-agreed additional expenses or accommodation..
- 9.3 Each volume of sessions is charged at the corresponding rate. The number of sessions is calculated within a given calendar month.

- 9.4 The volume of sessions per month is determined by the number of assignments covered, not the number of requests made.

- 9.5 A Contract Customer may subscribe to the Emergency Service and make Live Requests at Contract Rates.

- 9.6 Travel Time and Travel Expense are charged between the Providers home location and the venue.

- 9.7 The Single Working Fee will be charged as necessary.

- 9.8 An invoice will be sent to the Funder within 14 working days of the completion of the assignment. The Funder is required to pay or dispute the invoice within 28 days of issue.

- 9.9 Should the invoice remain unpaid within 56 days, it will be issued to a Debt Recovery Agency.

- 9.10 Value Added Tax is added to the invoice total.

10. Cancellation

- 10.1 The Referrer may cancel a Request for the provision of a service at any stage by contacting the Call Centre.

- 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 - Provider registered availability check
1st Issue – Available Assignment List sent via email

Stage 2 – Administration Fee

2nd Issue – Available Assignments List sent via text message.
Provisional allocation to Staff, Standby or Freelance Providers

Stage 3 – Cancellation Charge

After a Confirmation Letter is issued an assignment is subject to contracted 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 Should it be felt that a Request might be unfulfilled; a Co-ordinator will contact the Referrer at the earliest opportunity.

- 11.3 An 'Unallocated Letter' will be issued to confirm we are unable to meet the Request.

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. Short Notice

- Any Request that remains unallocated or is received within 5 working days of the event will be considered when allocating Short Notice assignments.

12.3. Emergency

Out of office hours, the On Call Co-ordinator can be contacted by calling +441527 582099.

- 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 As the Contracted Party, the Funder is required to ensure that they, the Referrer and/or the Client adhere to this system.

- 13.3 All information held is confidential and it will not be disclosed or used unless we are required to do so by an appropriate authority as a result of a specific order by a civil or criminal process.

Cancellation Terms

Within 10 Working Days: 50%

Within 5 Working Days: 100%