



**Devon & Cornwall Police**  
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<b>Force Policy &amp; Procedure</b>	<b>Interpreters, plus Consular and Commonwealth posts</b>
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<b>Policy Ownership</b>	<b>Criminal Justice Department</b>
<b>Portfolio Holder</b>	<b>Assistant Chief Constable (C&amp;J)</b>
<b>Links or overlaps with other policies</b>	<b>D33 – Diplomatic Immunity &amp; Privileges D58 – Immigration Control D251 – Police Handling of Terrorist Prisoners</b>

## **Devon & Cornwall Police Policy & Procedures - D169 Interpreters plus Consular and Commonwealth posts**

**Version dated: 19/09/14**

### **1.0 Policy Statement [FOIA Open]**

- 1.1 This policy provides a standardised procedure for arranging interpreters and Translators for investigations into alleged offences and non crime use.
- 1.2 The policy also provides instructions for obtaining details of International Consuls.

### **2.0 Introduction [FOIA Open]**

- 2.1 This policy has been produced in compliance with The National Agreement on Arrangements for the use of Interpreters, Translators and Language Service Professionals in Investigation and proceedings within the Criminal Justice System as revised, known as the [2007 National Agreement](#), and updated by the European Parliament [Directive 64/2010](#).

### **3.0 Procedures [FOIA Open]**

- 3.1 The rights of citizens of independent Commonwealth countries or foreign nationals are governed by The Police and Criminal Evidence Act 1984 (PACE) Code of Practice Code C, paragraph 7.
- 3.2 The rights of individuals in relation to needing an interpreter are governed by PACE Code C paragraph 13.

### **4.0 Telephone Interpretation (Language Line) [FOIA Open]**

- 4.1 The Language Line contract is held by the Criminal Justice Department but is used by all officers requiring immediate interpreting services via the telephone. CMCD have their own [working practice](#) to utilise their service. Other users may access additional information on telephone interpreting (Language Line) and how to use it by clicking [here](#).
- 4.2 In the custody environment Language Line should only be used for the initial contact if an unnecessary delay will occur waiting on a face to face interpreter. It may be used for the booking in and charging process, to comply with Articles 5 and 6 of the European Convention of Human Rights (ECHR).
- 4.3 The officer booking a Language Line interpreter should warn the latter about making notes on the issues interpreted (questions and answers) as the notes are potentially evidential in court. The interpreter should also be reminded of the significance of retaining and disclosing the notes. The OIC should be informed if Language Line is used so that copies of the interpreter's notes may be requested if necessary.
- 4.4 When using an interpreter for the rights process the booking officer has to ensure that the interpreters page on the Custody Computer System is completed with the interpreters name and address or reference number.
- 4.5 Custody ID reference [codes](#) should be used when the facility is required for custody process. All other usage should be recorded using the LPA ID [codes](#).
- 4.6 The use of Language Line for the custody Intoxilyser procedure should be both audio and visually recorded, utilising the Custody CCTV systems and the loudspeaker telephones provided in both the custody charge rooms and Intoxilyser room.

### **5.0 Interpreters for Non-English Spoken Languages [FOIA Open]**

- 5.1 All engagement of face-to-face interpreters for Criminal Investigations, will comply with the South West Regional Interpreters [Standard Operational Procedure \(SOP\)](#). Face to Face language interpreting for community issues may be carried out by an Independent Local Language Advisor (ILLA). Full details can be found in Appendix F of the South West Regional Interpreters SOP.

## **6.0 Translating of Non-English Written Materials [FOIA Open]**

- 6.1 All translation requirements for criminal investigations will be completed as described in the [SW Regional Interpreters SOP](#). Documents requiring Translation to be used in non-criminal matters will have to be assessed as to their use. If they are to be used to publically represent the force then they should be translated as per the South West Regional Interpreters Standard Operating Procedure. If they are for use in community issues and meetings, the services of an ILLA may be considered.

## **7.0 Booking an Independent Local Language Advisor, for spoken Interpreting, using the NSPIS Custody Screen [FOIA Open]**

- 7.1 Will be completed as per Annex F of [The South West Regional Interpreters SOP](#)

## **8.0 Interpreting provided by Police Officers or Members of Police Staff [FOIA Open]**

- 8.1 PACE Code of Practice C paragraph 13.1. 'Chief Officers are responsible for making arrangements to provide appropriately qualified independent persons to act as interpreters'.
- 8.2 PACE Code of Practice C paragraph 13.9 states 'The interpreter may not be a police officer or any other police staff when interpretation is needed for the purposes of obtaining legal advice'.
- 8.3 PACE Code of Practice C Note for Guidance 13A. 'Chief Officers have discretion when determining the individuals or organisations they use to provide interpretation and translation services for their forces provided that these services are compatible with the requirements of the Directive'.
- 8.4 Police Officers or police staff may only be used as interpreters if they comply with the above criteria, that they are appropriately qualified persons.

## **9.0 Interviews with Deaf People and People with Speech Difficulties [FOIA Open]**

- 9.1 Interpreters for the deaf include a number of different specialties. Interpreters for deaf/deaf-blind/speech-impaired and hard of hearing may specialise in sign language, deaf-blind communication, lip speech or speech-to-text reporting (palantypist). Officers must identify the correct type of interpreter before requesting one.
- 9.2 The provision of interpreters for the deaf is subject of a contract between Devon County Council (including all forces of the SW Regional Collaboration) and the providing company 'Deafinite Interpreters.' This contract will cover all requirements made between 0800-1700, Monday to Thursday, and 0900-1630 on Fridays when

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the requirement is on the day of request, or for pre-booking appointment at any time in the future. Full details of how to access this service is contained in the [South West Regional Interpreters SOP](#).

- 9.3 Any requirement for an interpreter outside of the times stated in paragraph 7.2 must be drawn from the National Register of Communicating Professionals working with Deaf and Deaf-blind people. Contact can be made via [www.nrcpd.org.uk](http://www.nrcpd.org.uk) and accessed via the on line search register. Alternatively phone NRCPD, c/o Mersey House, Mandale Business Park, Belmont, Durham, DH1 11<sup>TH</sup>, telephone 0191 3831155 or email [enquiries@nrcpd.org.uk](mailto:enquiries@nrcpd.org.uk)
- 9.4 It is recommended that all interviews with deaf/speech impaired persons be video recorded (with sound), showing all hand, facial and upper body actions of the interviewee and the interpreter. Please refer to PACE Code of Practice E or F for further guidance. The true record of the original statement of a witness or defendant who uses sign language is a visual recording, not the interpreter's written or oral version of what they say the defendant or witness conveyed. (R v Raynor, Times law Reports 19.09.2000).
- 9.5 If there are difficulties in deciding whether an interpreter is necessary or the form of assistance which should be used, advice may be obtained from, Action on Hearing Loss, Unit 27, HQ Business Centre, 237 Union Street, Plymouth, PL1 3HQ. Telephone: 01752 228657, or Text 07918755809.
- 9.6 When an interpreter is booked through the Deafinite Interpreters contract, payment will be in line with the agreed rates within the Deafinite contract, as set out in the [South West Regional Interpreters SOP](#), and Payment sheet. If the interpreter is booked through the NRCPD, then payment should be agreed at the time of booking in line with the South West Regional Interpreters SOP. If not interpreters will be able to claim the approved rates of the National Agreement 2007.
- 9.7 Officers should ensure they agree the rates of pay before they engage any interpreter.

## **10.0 Feedback on Performance of Interpreters & Translators [FOIA Open]**

- 10.1 The Interpreters Liaison Officer must receive feedback with regard to any concerns about the interpreter's competence.
- 10.2 The Interpreter's Liaison Officer will monitor all feedback and complaint issues received and act accordingly via the appropriate member of the Criminal Justice Department Management Team.

## **11.0 Payment of Interpreting/Translation [FOIA Open]**

- 11.1 The Police are responsible for the payment to the interpreter who attends the police station to carry out interpretation duties or translators who are provided with translation assignments.

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- 11.2 The rates of fees payable to interpreters/translators are as defined following consultation with the professional bodies and are contained in the [South West Regional Interpreters S O P](#). The fees payable to Devon and Cornwall Independent Local Language Advisors can be located at Annex F of the same document. Interpreter and translation rates and allowances can be viewed [here](#).
- 11.3 Blank interpreter's claim forms are available from LPA Administrators or [this link](#). All claim forms are to be completed by the interpreter and countersigned by the officer in the case prior to being forwarded to the appropriate LPA Administration Officer for payment.
- 11.4 When booking an interpreter the booking officer should inform him/her that the Devon & Cornwall Police will pay at the SW Regional Police rates for:
- Travelling expenses
  - Travel Time
  - Actual interpreting hours
  - Hotel accommodation if necessary
  - Other expenses i.e. car parking fees.
- 11.5 Under no circumstances will the Force pay for non-working hours spent in a hotel.
- 11.6 When an officer needs to contact a non-English speaking person via the telephone, and requires an interpreter, only interpreters from the NSPIS local interpreter database will be used. This will be at an agreed fee of £15.00 (1 Hour rate) which must be confirmed before engaging the interpreter.
- 11.7 The officer must ensure that he briefs the tasked interpreter with all the necessary information to allow the interpreter, where possible, to complete the task in **one** telephone call.

## 12.0 Statements [FOIA Open]

- 12.1 Any witness statement taken from a person who has difficulty in speaking or understanding English should be obtained in accordance with the [South West Regional Interpreters SOP](#).
- 12.2 Where an interpreter is required to assist at the interview between the police and a witness to record the witness' statement, a superintendent may authorise an extension to the period of detention to enable the transcript to be prepared before charging.
- 12.4 If the defence require a separate interpreter for consultation with their client at the police station, it is the responsibility of the defence solicitor to arrange for the interpreter to attend.
- 12.5 Where the police charge a person with an offence and detain or bail that person for a court hearing within 2 working days of charging, the court interpreting provider, Capita Translation and Interpreting, must be contacted by the police and tasked to provide an interpreter. Outside of this time, the responsibility for providing an interpreter for court remains with HM Courts Service. Tasking guidance is contained in the [South West Regional Interpreters SOP](#). At section 10.3.

- 12.6 The Crown Prosecution Service (CPS) is responsible for the payment of expenses of an interpreter who attends court to give evidence about what took place at the defendant's interview.

### **13.0 Interpreter for Court [FOIA Open]**

- 13.1 It is important that an Interpreter used at a police station or in the course of investigations by other investigating agencies is not engaged to interpret in the courtroom. Their details must be included in the prosecution file.
- 13.2 A witness who has difficulty in speaking or understanding English may give evidence at court through an interpreter. It is the responsibility of the courts, prosecution and defence to arrange interpreters for their own witnesses at court.
- 13.3 A Crown Court will arrange any interpreter necessary for the defendant and will provide the prosecution and the defence with the name of the person that they have appointed.
- 13.4 For court hearings, the maximum possible notice should be given to interpreters so that delays and adjournments can be avoided. It will always be appropriate to obtain the interpreter's availability before fixing court dates. Terms and conditions of engagement (including fees) should be formally agreed at the earliest opportunity. Some interpreters may wish for sight of key documents to be used in the case, in order to prepare for the assignment particularly where the case is complex or the vocabulary is of a specialist nature.

### **14.0 Requests from Outside Agencies for Interpreters [FOIA Open]**

- 14.1 The Data Protection Act 1994 prevents the Devon & Cornwall Police from providing personal details of Independent Local Language Advisors, whose details are maintained in the NSPIS Custody system unless prior permission has been received from the individual and is recorded on the ILLA's NSPIS record.
- 14.2 Requests for Interpreters' details should be referred to the Interpreters Liaison Officer.

### **15.0 Consular and Commonwealth Posts [FOIA Open]**

- 15.1 A list of addresses and telephone numbers of consular and Commonwealth posts in the United Kingdom and Channel Islands is available in order to identify officials who need to be notified when foreign nationals are in custody and / or are to appear before the courts. The Up to date list is available on the Government web site, Foreign Embassies and London Diplomatic list by clicking [here](#).
- 15.2 Members of Consular and Commonwealth Posts on the Diplomatic Lists are not included in this document. For Diplomatic Immunities and Privileges, see Force Policy [D33](#).

## **16.0 Audit/Assessment Compliance [FOIA Open]**

16.1 This policy has been drafted and audited to comply with the principles of the Human Rights Act. Equality and diversity issues have also been considered to ensure compliance with Equality legislation and policies. In addition Data Protection, Freedom of Information, Management of Police Information and Health and Safety issues have been considered. Adherence to this policy will therefore ensure compliance with all relevant legislation and internal policies.

## **17.0 Review and Ownership [FOIA Open]**

17.1 The review of the contents of this policy is the responsibility of the Head of Criminal Justice Department. Review of the policy will be undertaken annually.

## **18.0 Useful links [FOIA Open]**

18.1 This Policy has links to other Force policy documents as detailed below and accessible via the linked documents below.

[D33 Diplomatic Immunity and Privileges](#)

[D58 Immigration Control](#)

[D34 Domestic Abuse policy](#)

[D251 Police Handling of Terrorist Prisoners](#)

[South West Regional Interpreters Standard Operational Procedures.](#)