



Interpreters and language service professionals in the criminal courts

A good practice guide for court staff

For further information about this guide please contact:
Tracy Brown - tracy.brown@hmcourts-service.gsi.gov.uk

Second Edition Revised September 2010

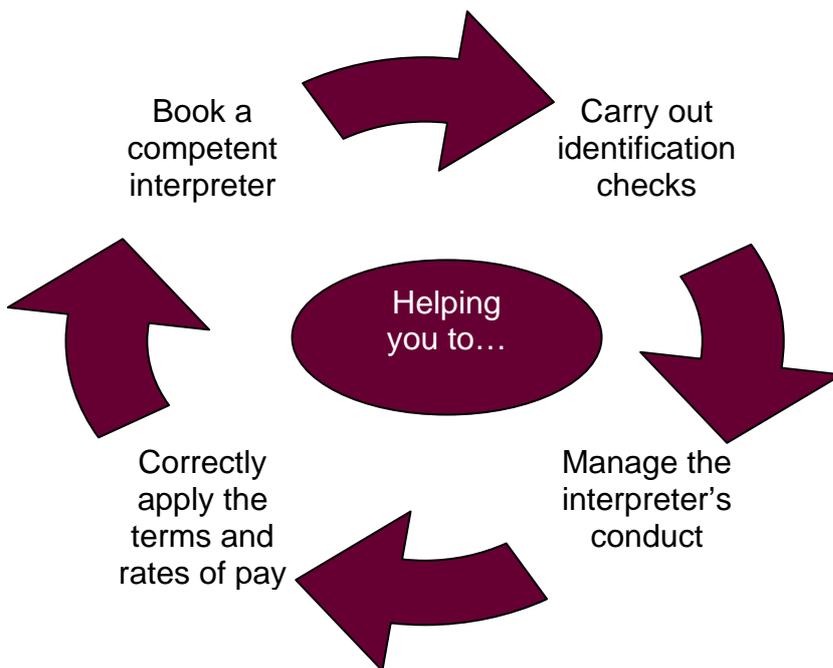
Contents

1. Purpose of this guide	3
2. Finding a qualified interpreter	4
• Where can I find an interpreter?	
• When can I use an agency?	
• When should I book more than one interpreter	
3. Responsibility for arranging an interpreter for a defendant in criminal proceedings	6
• Who is responsible for booking and paying an interpreter?	
4. Arranging an interpreter for the first hearing: non-English speaking defendant	8
• How do I book an interpreter?	
• What should I do if an interpreter cancels?	
• What information is required to be kept?	
• When should I book an interpreter for a parent or carer in the youth court?	
5. Arranging an Interpreter for the first hearing: D/deaf or deaf-blind defendant	11
• How do I find a BSL interpreter?	
• How much should a Lipspeaker/BSL interpreter be paid?	
6. Interpreters in court	12
• How do I check the identity of an interpreter?	
• Should I rebook an interpreter in court for the next hearing?	
7. Terms and conditions, rates of pay, and responsibility for payment of interpreters	15
• How do I deal with VAT claims?	
• How do I know how much an interpreter should be paid?	
• How do I check claims for expenses?	

1. Purpose of this guide

Article 6 of the European Convention on Human Rights and Fundamental Freedoms requires an interpreter to be provided free of charge when requested. The purpose of this guide is to assist court staff to ensure HMCS fulfils its responsibility under this requirement.

This guidance is not intended to be exhaustive and recognises that courts may already have local systems in place that meet or exceed the practices recommended in this guidance.



This document should provide an ongoing source of reference for court staff. It is important to recognise that in some matters you have discretion in how to act. Certain matters are of fundamental importance and you must follow this guide and these matters have been made clear through this guide.

2. Finding a qualified interpreter

Interpreters working in a court or a police station should, as far as possible, be registered with the National Register of Public Service Interpreters (NRPSI). NRPSI registration is the best way of ensuring the interpreter used is suitably qualified and security checked.

For deaf, D/deaf¹ and blind deaf people, alternative registers can be found at section 5 of this document.

Use of interpreters without the appropriate security and quality checks may lead to miscarriages of justice.²

Access online registers:

If an available interpreter cannot be found on NRPSI, you may also use ITI and APCI registers.

Register	Website
NRPSI	www.nrpsi.co.uk
ITI	www.iti.org.uk
APCI	www.apciinterpreters.org.uk

Only individuals may be registered with NRPSI, APCI and ITI. Commercial agencies cannot.

When possible the court must appoint a different interpreter from the one used by the police at the time of interview. When it is not possible to find another interpreter (for example, where the language is rare) all parties must agree to use the same interpreter. If the police are not informing you of the required information on a regular occurrence, see page 7 below for further guidance.

Good Practice Point: Do not keep copies of CV's or business cards sent in by interpreters. If the interpreter is suitably qualified to interpret in court they will be on the registers.

¹ D/deaf - The term 'D/deaf' is used to refer to the whole range of deaf people. 'Deaf' with upper case 'D' denotes those who consider themselves to be linguistically and culturally deaf through use of a shared language (BSL) and culture. The word 'deaf' with lower case 'd' denotes those who have a hearing loss and do not use sign language.

² See also HMCS Assurance Programme Statement AS7-17 Crime and Enforcement

Use a private commercial agency:

- Private commercial agencies should only be used if an interpreter cannot first be found on the online registers.
- When using an agency ask what standards of qualification and past experience they require their interpreters to meet.
- An agency **must not** be used if it cannot guarantee the minimum standards for interpreters outlined in the National Agreement, or charges excessively above the rates of pay outlined in the [standard terms and conditions](#). Only when circumstances justify paying more than these should the agency be used, e.g. urgency, rare language etc.

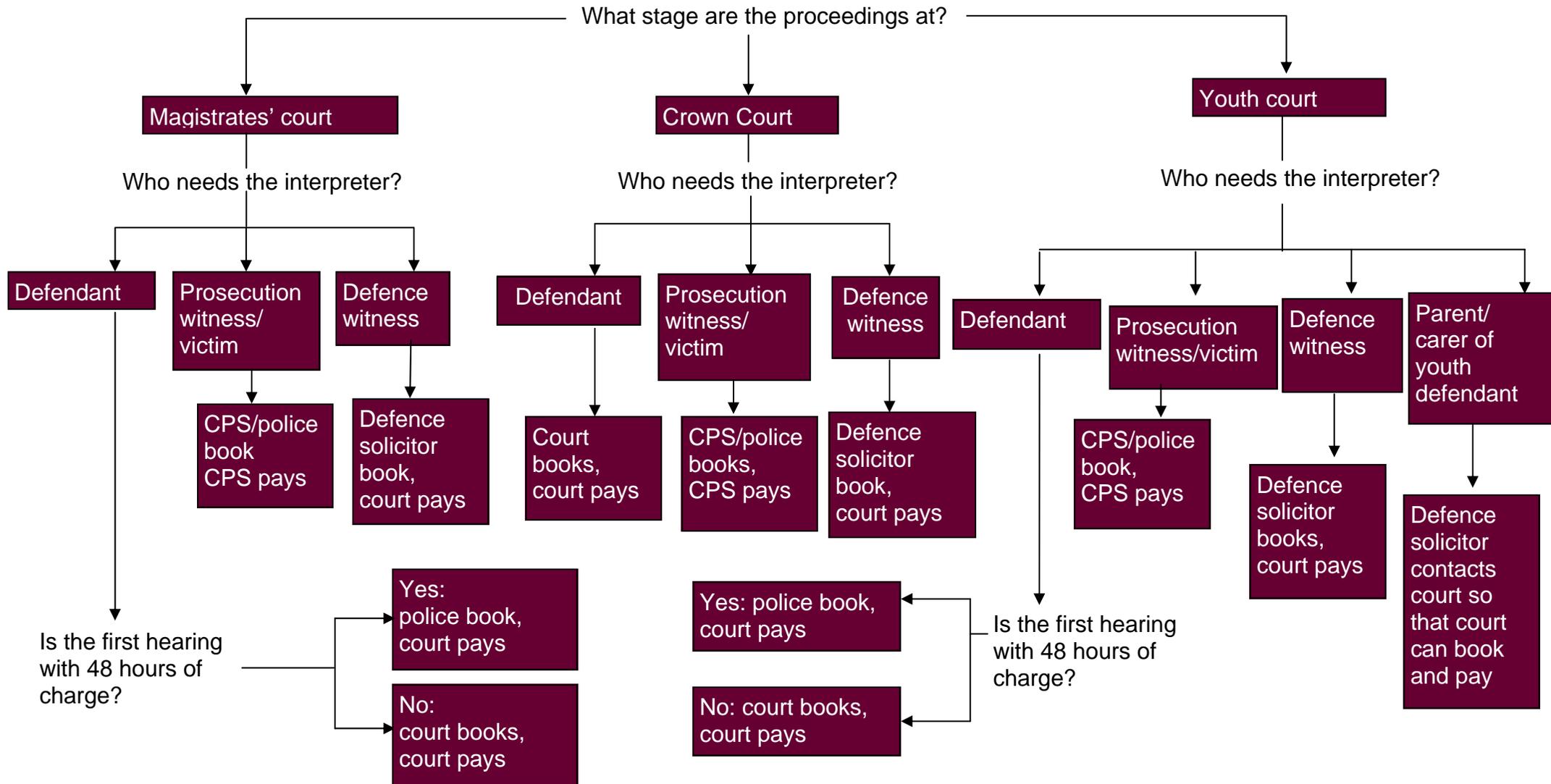
Circumstances which may justify the appointment of more than one interpreter for defendants:

- At the first hearing where there is more than one defendant each may request to have their own interpreter.
- The case management process should robustly identify whether a single or several interpreters are needed.
- In cases that are particularly complex or sensitive (e.g. terrorism cases) or where the interpreter is needed for very long periods, it may be appropriate to arrange for a second interpreter even where there is only one defendant.
- In cases where the language spoken is so rare that a registered interpreter is not available, it may be necessary to engage two interpreters; the first to interpret from the rare language to another language (not English) and the second to interpret from this other language into English.
- In cases where the defence has been authorised by the Legal Services Commission to arrange their own interpreter, for the purposes of taking instructions, the court should allow this. However, HMCS pays the fee for the **court appointed interpreter only**.

Myth: I can only use interpreters from the NRPSI register.

Fact: Although NRPSI is the preferred source of interpreters, it is not the only source. If an interpreter cannot first be found on NRPSI use the APCI/ITI registers.

3. Responsibility for arranging an interpreter for a defendant in criminal proceedings



At first hearing, you should expect the police to provide the following information within three working days of charge, summons³, or postal requisition, and at least two working days before the hearing:

- the name and address of the defendant and the case number,
- the language **and** any specific dialect required,
- the name of any interpreter used by the police or defence (if known),
- any other information which might be relevant, such as whether skills in interpreting any technical or procedural details are expected,
- any request by the defendant (for religious or cultural reasons) for an interpreter of the same sex, or whether any particular difficulties are likely to be encountered by using an Interpreter from a particular ethnic group.

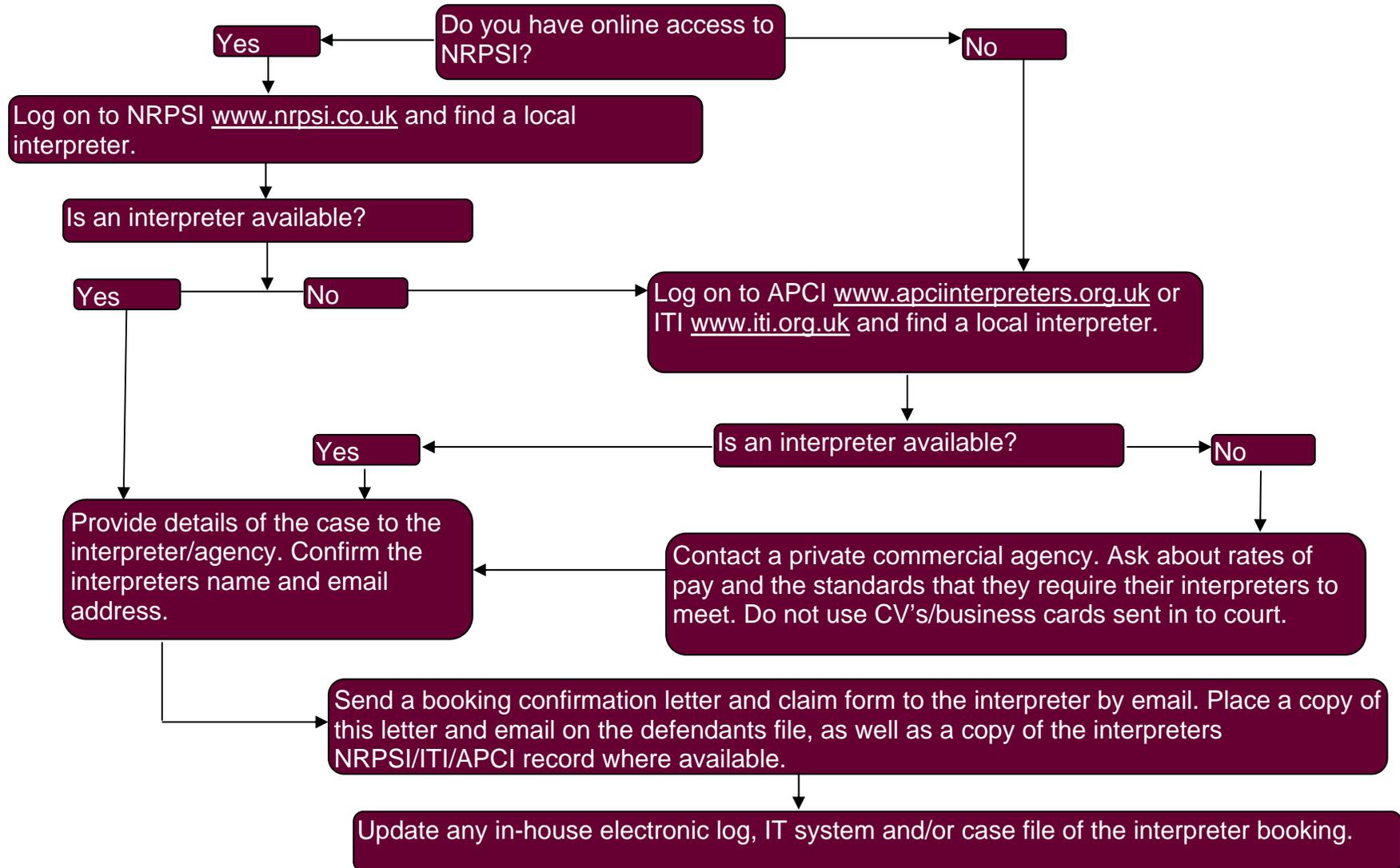
You should also ask where the interpreter has been found (e.g. NRPSI, APCI, or Police Force accredited list). You may wish to consider entering into a formal local service level agreement and/or protocol with the police to ensure HMCS receives this information as a minimum.

If it becomes a common occurrence for the police to fail to let you know the name of the interpreter booked, collect evidence on how often this occurs, which police forces are failing to let you know and any further details deemed necessary. Report this to your court manager and ask that it is escalated and resolved through appropriate local channels. Following this, if it remains a serious problem contact the Court Business Division (details on covering page).

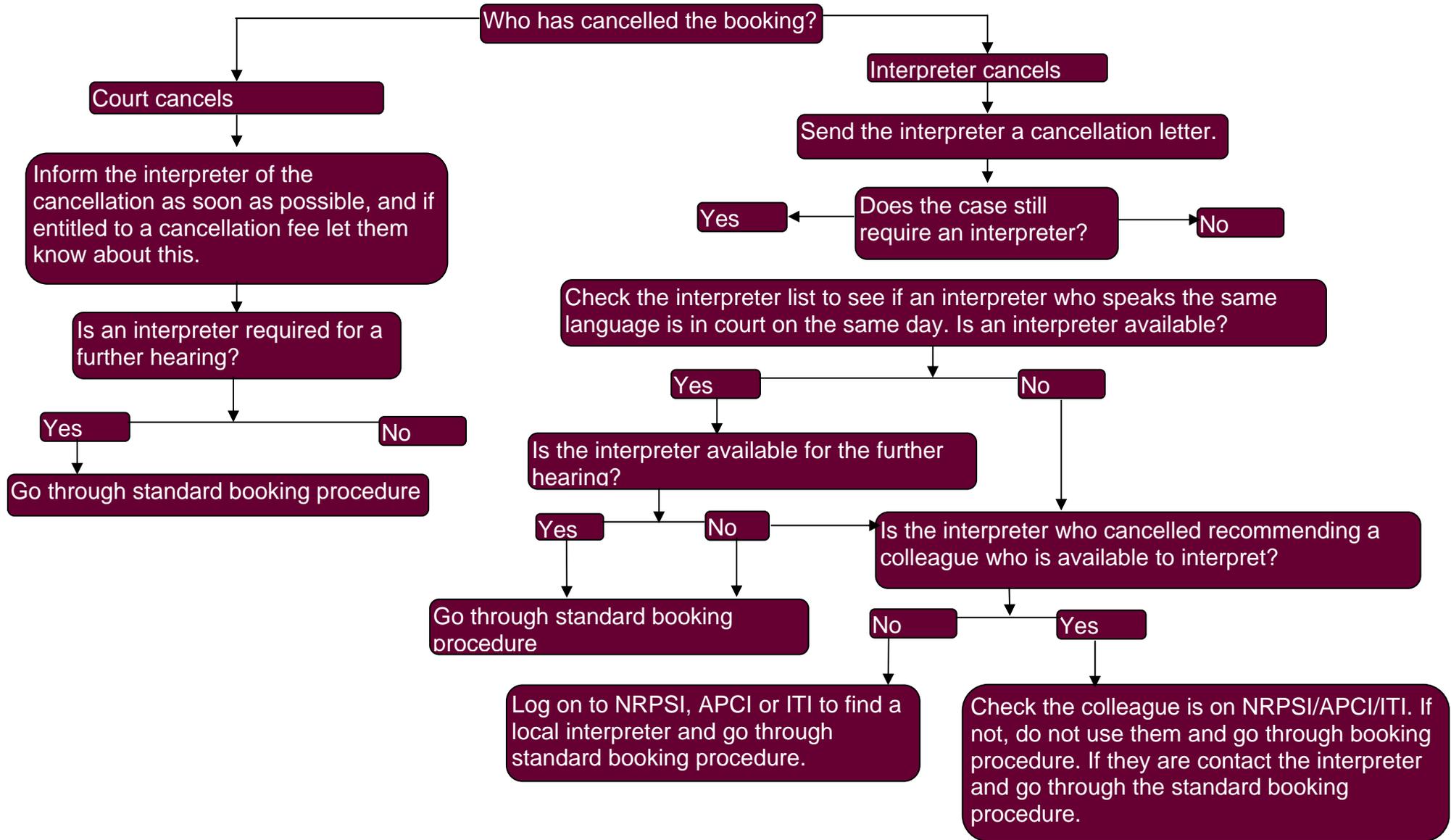
³ That is three working days of the summons being returned to the police after signing

4. Arranging an interpreter for the first hearing: non-English speaking defendant

Suggested process for booking an interpreter



Suggested process for cancelling an interpreter



If required, confirmation of attendance at the booking can be obtained from the interpreter. This could be obtained through, for example, an email read receipt, a reply slip, email reply or telephone call to the interpreter.

Interpreters for parents/carers in youth court proceedings

Where the youth defendant requires an interpreter, an interpreter should be booked according to the procedures outlined in this guide. The interpreter can interpret for the youth and any parents/carers accompanying them if necessary.

However, in cases where it is the parent/carer that does not speak English or requires another type of Language Service Professional (LSP), the defence advocate should notify the court in order that the **court** may make arrangements for an interpreter to attend for the parent/carer. The Costs in Criminal Cases (General) Regulations 1986 allow for a court to pay for an interpreter required by a guardian or parent of a youth where the court considers it to be an expense properly incurred. Paying for an interpreter for parents/carers in these circumstances can be made by the court in the same way as payments for interpreters for defendants and defence witnesses.

Myth: I cannot use an interpreter recommended by another interpreter?

Fact: If an interpreter cancels in advance of the case, but can recommend a colleague, take the colleagues name and carry out security checks on the colleague before phoning them to confirm their availability. Never use an alternative without carrying out these checks. Send them a booking confirmation letter. If an interpreter arrives at court without confirming in advance they are the replacement they **must** not be used.

5. Arranging an Interpreter for the first hearing: D/deaf or deaf-blind defendant

This section relates to British Sign Language (BSL). These interpreters have recognised qualifications which enable them to provide specific types of communication support to deaf (including Deaf BSL-users, deafened, hard of hearing and deaf blind) people.

The terms and conditions and the rates of pay that apply to foreign language interpreters do not apply to BSL interpreters. At the time of booking it is important to agree the rates of pay. Each individual agency will have its own standards of service document that outlines the level of service delivery that a court should expect.

Before booking a Language Service Professional (LSP), check with defence solicitors or the defendant directly what their communication requirements are. As demand for LSPs exceeds supply the court should, where circumstances allow, adopt a flexible approach to listing in order to accommodate the LSP.

Procedure

The procedure should remain the same as at section 4 above, but use any of the following registers to find an interpreter:

Register	Website
NRCPD	www.nrcpd.org.uk
ASLI	www.asli.org.uk
Agency Steering Group	agencysteeringgroup@hotmail.com
Association of Lipspeakers	www.lipspeaking.co.uk

All NRCPD registered ASLI member LSPs and are issued with an ID card. The ASG can provide a list of interpreting agencies that only use registered qualified interpreters and language service professionals. Their level of vetting/CRB checking would need to be checked individually.

The court should ensure that any LSP booked to interpret at court is fully qualified to interpret in the Criminal Justice System (see Annex A of the National Agreement for details of the relevant requirements).

If no fully qualified interpreter for a D/deaf person can be found, and the situation is urgent, it may be necessary to use a Trainee BSL/English interpreter or a Level 2 lipspeaker. These should be used with care and only as a last resort.

The intensive nature of sign language interpreting can often mean that more than one interpreter is required. This will depend very much on the length of the proceedings and the complexity of the case. Establish with the interpreter the number of interpreters likely to be needed and make suitable arrangements.

6. Interpreters in court

Full details of the conduct requirements for interpreters can be found in Part 6 of the Terms and Conditions. However, below are some key points for court staff to be aware of.

Late arrivals

- If it appears that the interpreter is late for the start of the hearing call them to ask when they will arrive. Inform the court that the interpreter is running late and how long they expect to be.
- When an interpreter arrives late their attendance fee is calculated from the time they arrive.
- If an interpreter informs you that they will not be attending the booking, follow the cancellation chart at page 9 above.

Identity checks and security clearance

All interpreters booked to interpret in court proceedings should have their identity checked to confirm they are the same person that has been booked.

An interpreter's identification must be checked before they begin interpreting.

Interpreters are warned of this in advance in the standard booking letter. The person who checks the interpreter's identity should confirm this has been done by signing the claim form.

Good Practice Point: Place a copy of the interpreters NRPSI/ITI/APCI/NRCPD/ASLI registration page on the court file to assist with security and identification procedures.

Private commercial agencies: When booking has been undertaken through a private commercial agency you must take the name of the person who the agency will send to undertake the case. Inform the agency the named interpreter will have to provide evidence of their identity and qualifications.

Where the interpreter booked is not a member of the online registers, checks should **always** be made of the interpreter's identity (e.g. by asking them to bring a reliable proof of identity such as a passport), and their suitability to interpret **must** be confirmed, through evidence of the interpreter's qualifications and criminal record checks (CRB). The interpreter's agency details should be noted on the claim form.

At the time of booking a copy of the interpreters NRPSI/ITI/APCI page should be added to the court file. If there is any doubt as to the identity of the interpreter, a copy of their identification card should be taken and questions of their personal details asked to the interpreter. If an interpreter is unable to provide suitable

proof of identity and fitness to interpret, you should inform the legal adviser or judge for a decision to be made whether that particular interpreter should be used.

Where the police/prosecuting agency consider a case to be particularly sensitive, the police and/or prosecuting agency will liaise with the court as to an appropriate interpreter to use.

Interpreter waiting area

Interpreters waiting prior to appearance in court may request to wait separately from other parties to the case. Where possible this should be accommodated to ensure that other parties, including witnesses and defendants, do not compromise the interpreter's impartiality. If no facilities are available the interpreter may wish to sit at the back of the court. If a hearing is delayed, remember to keep the interpreter updated.

Interpreter preparation

Where appropriate an interpreter could be provided with a copy of all relevant documents to be used in court. This may prevent delay at later stage should the interpreter require clarification of any point.

Interpreter intervention

The interpreter may request that the hearing is paused:

- to ask for clarification
- to point out that a party may not have understood something
- to alert the parties to a missed cultural reference
- other reasonable requests, for example pausing to take notes.

Interpreter fatigue

Due to the concentration levels required when interpreting, the interpreter's reasonable requests for a break should not be refused. This will help ensure accuracy of the interpreting. The interpreter may wish to agree break periods at regular intervals before the hearing starts with the legal adviser/court clerk and/or judge. Where a hearing is complex or lengthy the court should consider using more than one interpreter for the case.

Interpreter booking period

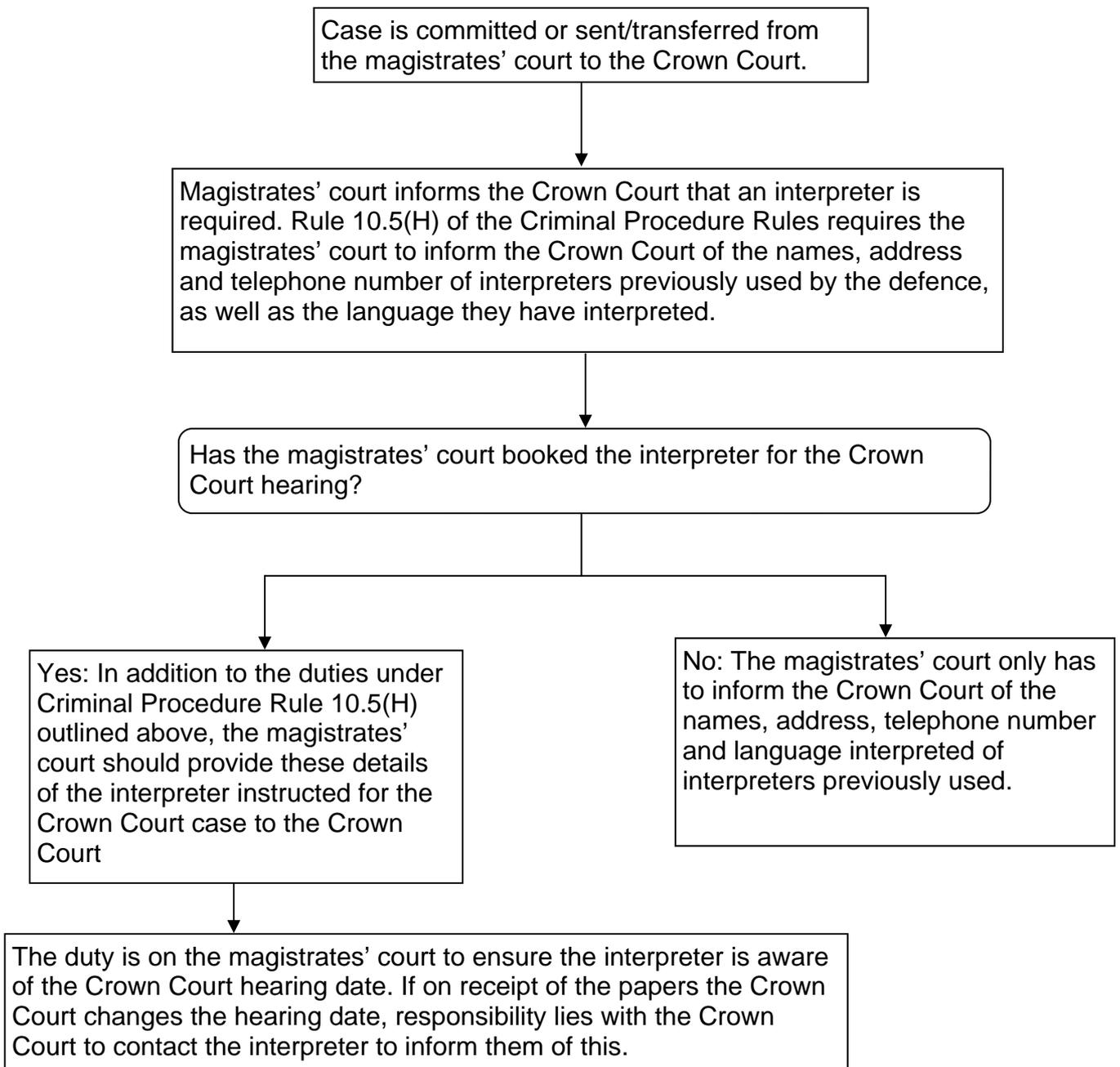
When booking an interpreter, make it clear that their services are required for a minimum of three hours, and if the hearing extends beyond the three hours until it finishes. Where possible be flexible with listings so that cases that require an interpreter for a particular language can be listed together within the same booking period or on the same day so that only a single booking needs to be made

Good Practice Point: Be flexible with listings so that if several cases all require one type of language interpreter the same interpreter can be used.

Re-booking the interpreter in court

If you do rebook the interpreter in court, check that the interpreter's registration will still be valid on the day of the future booking, for example looking at the expiry date of membership on the interpreter's ID card and making sure that membership does not run out before the date of the booking. If it does they cannot be booked. It is not a requirement that you rebook the same interpreter as simultaneous interpreting does not require an extensive knowledge of the facts or the history of the case.

Committal to the Crown Court



7. Terms and conditions, rates of pay, and responsibility for payment of interpreters

General

Court appointed interpreters are paid out of central funds in accordance with Part V of the Costs in Criminal Cases (General) Regulations 1986.

Where the defence are authorised by the Legal Services Commission to instruct a separate interpreter HMCS does not pay.

The prosecuting agency will meet the costs of interpreters needed for the interpreting of Prosecution witness evidence.

Foreign language interpreters:

HMCS books and pays foreign language interpreters in accordance with the Standard Terms and Conditions for the Provision of Face-to-Face Interpretation Services. These Terms and Conditions are located at:

<http://www.hmcourts-service.gov.uk/infoabout/interpreters/index.htm>

A guide to the application of these fees and how to calculate them can be found with the claim form. **This guidance suggests how you apply the fees, but we appreciate that local factors may require these to be interpreted differently in some courts.**

British Sign Language/English interpreters and other language service professionals:

BSL interpreters are expressly excluded from the standard terms and conditions that are used with foreign language interpreters. Rates of pay for LSPs for D/deaf and deaf-blind Defendants should be agreed between a nominated senior member of staff at the time of booking. It is recognised that it will often, due to the nature of the work and limited availability of sign language interpreters of other language service professionals, be necessary to pay higher rates than for foreign language interpreters.

The following figures constitute a guide as to rates of pay and are not fixed. There will be cases where it is required to exceed these figures.

These figures represent a guide as to what current markets rates are for qualified BSL interpreters (Level 3). When comparing these to the rates offered by the interpreter approached give full consideration to the circumstances of the booking.

Suggested guide to non-foreign language interpreter's fees

Payment term	Agency inside London	Agency outside London	Freelance interpreter (not affiliated to an agency)
Minimum call out time	3 hours		
Cost of minimum call out	£170 - £200	£130 - £170	£90-£100
Hourly rate	£40 - £60 per hour	£40 - £60 per hour	£30-£40 per hour
Travel time rate	Travel time generally included in minimum hourly rate. May be added where interpreter not local. Where added rates are around 2/3 rd attendance time hourly rate.		
Additional expenses	Travel expenses at standard class fare, private travel expenses at 45p per mile		
Co - interpreter	Will recommend a second interpreter if booking over two hours		Sole interpreter
Cancellation rates	15 days plus, 0%; 7-14 days, 50%, 0-6 days, 100%		
Invoice payment period	Within 30 days, interest accrues after this point		
VAT	Not included within rates of pay		

When negotiating fees it is important to note when the invoice should be paid so that these can be given priority. Some agencies charge up to £500 for late payment of invoices.

Payment of VAT:

An interpreter who is entitled to costs from central funds when attending court may claim VAT if they or the company that employs them is registered for VAT. This includes, where appropriate, the recovery of any VAT included on an underlying charge by, for example, a hotel. **Where HMCS has paid VAT on an invoice it can and should be re-claimed through local arrangements.**

If the interpreter is charging VAT then they should provide a proper VAT invoice. The invoice should show zero-rated, exempt and standard rated supplies separately and should include:

- an identifying number;
- name, address and VAT registration number of the interpreter;
- name and address of the court;
- date of issue and tax ;
- the unit price, and a description of the goods or services supplied

The validity of a VAT number can be checked online at:

http://ec.europa.eu/taxation_customs/vies/vieshome.do?selectedLanguage=EN

Checking claim forms⁴:

Claim forms must be thoroughly checked for accuracy and completeness. The claim form **must** be signed by a member of in-court staff where the hearing took place to confirm that the booking took place at the times noted on the claim form. Court staff have discretion to add an agreed amount of time with the interpreter to undertake further work relevant to the case, for example to assist the defendant paying a fine.

The standard claim form must be used to process payment. Invoices for private commercial agencies are only acceptable when submitted with a claim form, signed by a member of court staff and the interpreter. VAT invoices are acceptable when submitted with a fully signed claim form. It is important that the standard claim forms are used as they provide clear documentation for audit and management information purposes. If an invoice is received by itself return it and ask for the signed claim form.

Private travel mileage and times should be checked against an online route if considered excessive. Public transport times/costs can be checked against Transport for London www.tfl.gov.uk and/or National Rail www.nationalrail.co.uk.

If the time, cost or mileage reasonably matches what is listed on the route planner website it should be paid. Where the amount claimed seems unreasonably excessive, you should use your local knowledge and discretion and online route planners to decide if an amount is reasonable. If you still consider the claim to be unreasonably excessive, pay the lower, reasonable amount.

Receipts **must** be provided before an expense is paid. If a receipt is not provided the expense must not be paid, and the claim form processed as normal without this expense added. An interpreter does not have to hand in their claim form on the day, but should be encouraged to send it to the court when all receipts can be provided. An interpreter should not be paid for food/drink unless the booking involves an overnight stay. Overnight stays should be paid according to the Terms and Conditions.

The claim form has sections to be signed to confirm adequate identification has been seen and to confirm that the hours attended are correct. It is the interpreter's responsibility to ensure that these are completed. You must ensure that these signatures are present to validate the claim form.

Court staff should fully co-operate with interpreter by completing their claim form in full at the required sections.

⁴ Further guidance on the payment of interpreters can be found in the relevant Standard Operating Procedure available on the HMCS intranet.