



## **Terms and Conditions for Communication Professionals (CPs) booked by Signalise Co-op**

### **Definitions:**

For the purpose of these Terms and Conditions “the Company”, “we”, “our” or “us” refers to Signalise Co-op Limited (company no. RS004634 whose registered office is at 54 St James Street, Liverpool, L1 0AB) and “CP”, “Communication Professional” or “you” represents the interpreter, lipspeaker, translator, Deafblind interpreter, notetaker, speech-to-text-reporter or other personnel undertaking work on behalf of Signalise Co-op Limited.

“Agreement” is defined as the agreement between the Communication Professional and the Company governed by the Terms and Conditions.

“Terms and Conditions” means these terms and conditions.

“Booking” means a confirmed request by you for our Services.

“Client” means the third party paying for the service to which you have been asked to provide a service on behalf of Signalise Co-op.

“Services” means communication professional service performed by you for us.

“Work materials” means any information communicated or transmitted to us by you in order to perform the Services provided herein.

“Work” means the assignment that you have accepted to work for Signalise Co-op.

“Confidential Information” means information (in any form) which is confidential either to you or to us and which either you disclose to us or we disclose to you in connection with the Services. In submitting an Order, the Client enters into a binding Agreement with the Company, covered by the following Terms and Conditions:

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The following Terms and Conditions apply to all bookings for the provision of Communication Professional services.

All assignments once accepted are to be undertaken in accordance with the following:



## **1. GENERAL**

All Communication Professional's contracted to provide communication services by Signalise Co-op to undertake assignments shall be registered with NRCPD or RBSLI.

## **2. INTEGRITY**

The task shall be carried out by the Communication Professional using reasonable skill and care. The Professional shall use his or her best endeavours to facilitate communication to the best of his or her ability, knowledge and belief.

Communication Professionals accepting bookings from Signalise Co-op shall abide by NRCPD or their registering body's Code of Conduct at all times. Communication Professionals shall conduct themselves in a professional and courteous manner when undertaking work on behalf of Signalise Co-op.

## **3. PERSONAL INFORMATION BEFORE, DURING OR AFTER ASSIGNMENTS**

Communication Professionals shall at no time disclose to any third party any information concerning Signalise Co-op or their clients not in the public domain which comes to their knowledge as a consequence of a commissioned assignment.

## **4. NON-SOLICITATION**

Where in the course of business Signalise Co-op is an intermediary and introduces the Communication Professional to a third party by way of business, the Communication Professional shall not for a period of six months approach the third party for the purpose of soliciting work, nor work for the third party in any Communication Professional's capacity.

Whilst we accept that Communication Professionals work for a huge variety of clients, we would not expect Communication Professionals to accept work from a client in a deliberate or accidental attempt to solicit work from Signalise Co-op. This includes Communication Professionals giving their or other Communication Professional's contact information or business cards to a client when on a Signalise assignment. It is acceptable for a Communication Professional to inform the client of their availability, but the booking must still be made through Signalise. If we discover a Communication Professional has "benefitted unfairly from any information learned whilst they are working" we shall not hesitate in reporting them to their regulating body and we may cease to use their services in the future.



## 5. PROVISION OF COMMUNICATION SERVICES

The services provided by the Communication Professional will be agreed in writing, electronically or orally by Signalise Co-op. They shall not without express agreement at the time include any additional services. The services will be specified in these terms in the assignment confirmation. The Communication Professional is responsible for their professional indemnity insurance for the provision of their services.

## 6. CONTRACT FOR SERVICES

All bookings are offered as a contract for services and not a contract of service. At no time is a freelance Communication Professional considered to be an employee. Communication Professionals accepting assignments from Signalise Co-op are responsible for their own National Insurance contributions and tax payments.

There is no contractual obligation on the freelance Communication Professionals to accept a minimum number of bookings from us, likewise, Signalise Co-op has no contractual obligation to provide assignments to freelance Communication Professionals.

You may not use the name Signalise Co-op to advertise your services without our permission.

Communication Professionals must not substitute an alternative Communication Professional for any assignment without permission. In the event of not being able to fulfil an agreed assignment a Communication Professional must inform Signalise Co-op immediately by email using [bookings@signalise.coop](mailto:bookings@signalise.coop) and provide an explanation. The Communication Professional may recommend a suitably experienced substitute Communication Professional to assist their dilemma. However, Signalise bookings will contact the alternative Communication Professional to ensure they are appropriate for the booking to recommission them.

## 7. QUOTATION

At the time of responding to an advertised assignment, the Communication Professional will be required to provide us with the following:

- a quote for their assignment fee,
- an estimate of travel costs,
- VAT if applicable.

Fees quoted by the Communication Professional shall be considered contractually binding. Quotations are to be confirmed in writing, including any VAT applicable.



In extenuating circumstances, It may be possible to negotiate a fee for travel time if it is deemed the length of travel time is over and above a reasonable time, this must be agreed at the time of booking and will not be open to negotiation after confirmation of the booking.

## **8. TRAVEL EXPENSES**

Whichever transport the Communication Professional deems most suitable shall be quoted for at the time of booking. Once agreed within the confirmation it cannot be changed without prior consent. Mileage shall not be charged for at a cost of more than 45p per mile and car parking payable on receipt.

## **9. PAYMENT**

On completion of the assignment all fees will be paid in full following receipt of an invoice, not later than 30 days after the end of the event. Communication Professionals will endeavour to submit invoices within 14 days of the assignment. To reduce cheque clearance time, payments will be made via direct bank transfer where possible.

## **10. EXTENDED DURATION**

If an assignment is over 2 hours, we would usually book 2 or more Communication Professionals, unless the nature of the booking requires one Communication Professional.

If during an assignment it is found that services will be required for an additional period outside the period of work for which the Communication Professional was contracted, the Communication Professional must inform the coordinator as soon as it is practical to do but not less than 48 hours later. Payment for extended duration will be paid on an incremental hourly rate.

Signalise will not be responsible for any additional periods of work outside of these conditions.

## **11. CANCELLATION**

### **11.1 BY SIGNALISE**

If an assignment is cancelled or curtailed Signalise Co-op will follow and honour the following standard Communication Professional's recognised cancellation period as stated below.



The cancellation periods are:

15 days' or more notice - no charge  
8-14 days' notice - 50% of fee  
7 days' or less -100% of fee

However, if at the time of cancellation Signalise is able to offer an alternative assignment of a similar type under comparable conditions and circumstances for all or part of the period of the original assignment, Signalise's liability to the Communication Professional in respect of cancellation fees shall be reduced by the amount of the fees payable for the alternative assignment.

If we are able to offer you suitable alternative work under comparable conditions and it is refused, no cancellation fee will be paid.

For any cancellation within the cancellation period the Communication Professional will attempt to find alternative work and reduce the cancellation fee to Signalise by the amount of the alternative work found.

Travel expenses shall not be paid on a cancellation unless the ticket for travel has already been purchased and a refund is not available or if the journey has already been fully or partly undertaken.

## **11.2 BY THE COMMUNICATION PROFESSIONAL**

If the Communication Professional is unable to attend due to unforeseen circumstances, such as illness or emergency, they must inform Signalise Co-op by email using [bookings@signalise.co-op](mailto:bookings@signalise.co-op) as soon as possible, so that every effort to find an alternative Communication Professional can start immediately. It would be helpful. If the Communication Professional knows of an available alternative equal substitute Communication Professional, please inform Signalise bookings, who will contact the alternative Communication Professional to ensure they are appropriate for the booking to re-commission them.

In any event of a Communication Professional being unable to complete an assignment they should notify Signalise at the earliest opportunity.

## **11.3 CANCELLATION BY CLIENT**

Any notification or cancellation or amendment of assignment must be authorised by Signalise Co-op Booking services.

If the client has failed to attend and the booking cannot go ahead, the Communication Professional shall wait for a period of time to allow for travel problems. This will usually be



between 30 – 40 mins depending on the assignment and length of booking. Before leaving the Communication Professional must always try to inform the organiser/client of their departure. An exception to this failure to attend could be a large public event where delegate registration is not compulsory, and it is impossible to know if there are Deaf people in attendance, in these circumstances we would expect the Communication Professional to stay and provide an service, unless they have been dismissed by the organiser. If the Communication Professional does leave due to someone else's failure to attend, the full fee will be payable only if they have contacted Signalise Co-op and been given permission to leave.

In the event of a client cancelling a Signalise Co-op booking directly with the Communication Professional, the Communication Professional should inform the client to contact Signalise directly. In any case the Communication Professional must also report to Signalise to confirm cancellation.

## **12. CO-WORKERS**

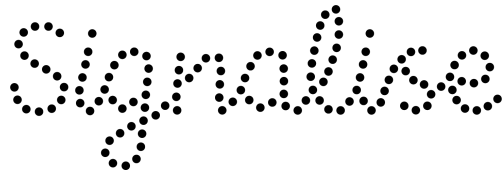
All Communication Professionals commissioned by Signalise Co-op to undertake assignments shall be registered with NRCPD or RBSLI. In circumstances where a second Communication Professional has been instructed outside of our control and are unregulated/registered with the NRCPD or RBSLI, we would not expect our Communication Professionals to co-work.

If this situation occurred, we would expect Signalise appointed Communication Professionals to approach the organiser with professionalism and explain the importance of registration and request the organiser contact the office so that Signalise can deal with the situation. We clearly state in our terms for clients that it is not acceptable for Communication Professionals booked through us to be working alongside unregistered Communication Professionals. If the situation cannot be resolved, the Signalise Communication Professional reserves the right to refuse to continue the booking and leave with full payment. If this situation arose, we request that the Communication Professional contact Signalise to inform us of the situation so that we can try to resolve it.

For assignments that are over 2 hours in duration, we would usually book 2 or more Communication Professionals, unless the type of assignment or work only requires one Communication Professional.

## **13. DATA PROTECTION**

We will need to pass your information, including your name and type of support you will be providing, to the client and any confirmed Communication Professionals you may be co-working with for the assignment. The legal basis on which we process your information is to fulfil the requirements of the contract between you and us. Please see the [Signalise Co-op Privacy Policy](#) for more information.



## **14. PREPARATION MATERIAL**

Whenever possible Signalise Co-op will do its best to source and provide preparation material for Communication Professionals to work effectively. This may be provided either electronically or printed.

## **15. COMPLAINTS**

Any complaint received in connection with work carried out shall be notified to the Communication Professional or vice versa at the earliest opportunity, this includes any breached acts of Code of Conduct.

In the event of any breach of Code of Conduct Signalise shall first contact the Communication Professional to resolve the issue and if the matter remains unresolved, we shall report it to the appropriate regulating body.

## **16. IMAGES/RECORDING/LIVE STREAMING WITHOUT PRIOR CONSENT**

If you do not agree with photographic images being taken whilst you work please raise this with the organiser.

Any recording of assignments must be agreed in advance at the time of the booking with both Signalise Co-op and the Communication Professional involved. In the absence of any agreement the Communication Professional has the right to refuse the recording or live stream. If any recording is shared by the client, we will request for this to be removed.

In order to obtain an agreement to record the following information will be requested:

- The purposes for how the content will be used either for public or organisational viewing
- How long the recording will be available for.

Communication Professionals may wish to obtain a copy of any recording for their Continual Professional Development and permission will be assumed if consent is obtained.

The Communication Professional and Signalise reserve the right to charge an additional fee for the recording/live streaming of their work. This would be agreed at the time of the booking.

## **17. ACCEPTANCE OF TERMS**

These terms will be considered to have been accepted once a confirmation is made with the Communication Professional by Signalise Co-op Limited unless informed otherwise.