Signalise Co-op
Terms and Conditions for Communication Professionals (CPs)

Definitions:

For the purpose of these Terms and Conditions “Signalise”, “we”, “our” or “us” refers to Signalise Co-op Limited (registered 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.

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

“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.

“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.

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

“Terms and Conditions” means these terms and conditions.

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

In submitting an Order, the Client enters into a binding Agreement with the Company, covered by the following Terms and Conditions:

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 Professionals contracted to provide communication services by Signalise Co-op to undertake assignments shall be registered with the National Registers of Communication Professionals working with Deaf and Deafblind People (“NRCPD”), The Regulatory Body for Sign Language Interpreters and Translators (“RBSLI”) or The Scottish Register of Language Professionals with the Deaf Community (“SRLPDC”), as appropriate to the requirements of the specific contract or commissioning body.

2. INTEGRITY

All Work shall be carried out by the Communication Professional using reasonable skill and care. The Communication 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.

You must at all times act in good faith towards us and prospective Clients in carrying out your obligations under this Agreement.

You shall provide us promptly:

- any information required for us to assess your suitability to provide the Services, including but not limited to your qualifications, references, your health and physical ability to perform the Services;
- an Enhanced Disclosure and Barring Certificate (if applicable for an assignment) and you shall inform us immediately if you are charged with a criminal offence or receive a caution or conviction during the term of this Agreement;
- you shall promptly notify us of any changes to any information you have disclosed to us.

You confirm that you have all the necessary qualifications, training, experience and authorisation required by law and any applicable regulatory body to perform the Services, and you are able to provide the relevant documentation and evidence of such.

You confirm that you shall obtain at your own expense the necessary consents, authorisations and registrations or any other regulatory requirements for the provision of the Services.

You shall deliver the Services with the utmost care and skill and shall act with all due professionalism and integrity.

3. PERSONAL AND CONFIDENTIAL INFORMATION

Communication Professionals shall at no time use or disclose to any third party, either during or at any time, any personal or Confidential Information concerning Signalise Co-op or their clients which comes into your knowledge as a consequence of a commissioned assignment.

This restriction does not apply any use or disclosure authorised by us or as required by law or any information which is already in, or comes into, the public domain otherwise than through your unauthorised disclosure.

4. NON-SOLICITATION

Where in the course of business Signalise 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 directly or indirectly for the third party in any Communication Professional's capacity. This includes working as an individual or through their own, or any other, agency or business.

Whilst we accept that Communication Professionals work for a huge variety of clients and agencies, 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 or electronically 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..

You shall be responsible for:

- obtaining and maintaining your own public liability and professional indemnity insurance to a level in line with good industry practice. You are not our employee and will not receive the benefit of any insurance policies we may have;
- determining your suitability to deliver the Services to the Client, taking into account the details of the booking, your qualifications and experience as well as the Client's support needs and preferences;
- requesting further information from us where required in order to determine whether you are suitable to deliver the Services with the utmost care and skill.

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, worker, agent or partner and you shall not hold yourself out as such. Communication Professionals accepting assignments from Signalise Co-op are fully responsible for and indemnify us against any liability, assessment or claim for:

- taxation howsoever arising from or made in connection with the performance of the Services, where such recovery is not prohibited by law; and
- any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by you or any substitute against us arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission by us.

There is no contractual obligation on the 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 our prior permission. In the event of not being able to fulfil an agreed assignment, a Communication Professional must inform Signalise immediately by email using bookings@signalise.coop and provide an explanation. The Communication Professional may recommend a suitably experienced substitute Communication Professional to assist..

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.

The above information shall be provided to use within 2 days following the advertisement of an assignment.

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

Where applicable, travel expenses may be paid. 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 an assignment, we shall pay you the agreed quote in full following receipt of an invoice. You shall submit an invoice within 14 days of the assignment. We shall pay your invoice within 30 days of receipt.

If you do not submit your invoice within 90 days of the assignment date, we reserve the right to refuse payment or apply a reduced payment at our discretion, unless prior written agreement has been given.

We are entitled to deduct from the fees (and any other sums) payable to you any sums that you may owe us at any time.

10. EXTENDED DURATION

If an assignment is over 1 hour, 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 Signalise Co-op as soon as it is practical to do but not less than 48 hours after the Assignment.

Payment for extended duration shall be subject to approval by Signalise Co-op and will be made at the applicable rate for that contract. Time is normally paid in one-hour increments, unless otherwise specified in the relevant booking or contract. Any unauthorised extension may not be eligible for payment.

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

11. CANCELLATION AND TERMINATION

Cancellation by Signalise or the Client

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

If an assignment is cancelled by Signalise or the Client:

- on the day of an assignment, we shall pay you 100% of the fees for that assignment;
- between 1 – 7 days before an assignment, we will pay you 100% of the fees for that assignment;
- between 8 – 13 days before an assignment, we shall pay you 50% of the fees for that assignment; or
- 14 days or more of the agreed assignment, there will be no charge

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, Signalises 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.

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.

Cancellation by the Communication Professional

If the Communication Professional is unable to attend an assignment due to unforeseen circumstances, such as illness or emergency, they must inform Signalise by email using bookings@signalise.co-op or text message to 07723 469028 as soon as possible, so that every effort to find an alternative Communication Professional can start immediately.

The Communication Professional may suggest to Signalise an alternative suitable Communication Professional with the appropriate level of skill to take on the assignment.

General termination rights

Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- the other party commits a material breach of any term of this Agreement;
- the other party commits a breach of any term of this Agreement and, if such breach is remediable, fails to remedy that breach within a period of ten (10) days after being notified in writing to do so; or
- the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement.

Termination by Signalise

Without affecting any other right or remedy available to us, we may terminate this Agreement with immediate effect by giving written notice to you if:

- repeated or material complaints are made by any party relating to your provision of or failure to provide the Services, or assignments are cancelled due to your poor performance;
- regulatory action is taken against you by a relevant regulatory body, you are subject to a safeguarding enquiry (which is upheld), or you are unable to obtain or cease to possess authorisation from a relevant regulatory body to provide the Services;
- you are convicted of a criminal offence (except a motoring offence for which a non-custodial sentence has been imposed), and we believe, in our sole discretion, that the conviction means

you present a risk to Clients, that your conviction has brought us into disrepute, or that as a result of the conviction you are prevented from properly performing the Services;
- we discover any information you have provided which relates to your qualification, experience or authorisation to perform the Services is false;
- you are the subject of a bankruptcy petition or order;
- you suspend or cease, or threaten to suspend or cease, offering your Services to any clients.

12. CO-WORKERS

All Communication Professionals commissioned by Signalise Co-op to undertake assignments shall be registered with NRCPD, RBSLI or SRLPDC, as appropriate to the requirements of the specific contract or commissioning body. In circumstances where a second Communication Professional has been instructed outside of our control and are unregulated\registered with the NRCPD, RBSLI or SRLDPC, 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.

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 and Data Protection for more information.

If we instruct you to (or if this Agreement comes to an end) you must destroy or return all personal data we have supplied to you. You are not allowed to keep digital or hard copy records relating to Client or Work Materials Clients unless these have been created by you

14. **PREPARATION MATERIAL**

Signalise shall provide the Communication Professional with preparation material which may be required for an assignment that has been provided by a Client.

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 Signalise.

Any recording of assignments must be agreed in advance at the time of the booking with both Signalise 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.

Where a Client wishes to record an assignment, they will confirm:

- 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 can request from the Client a copy of any recording.

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.

Signalise protects professionals' works; any recording, reproduction or use, including for AI purposes, is prohibited without prior written consent, and any permitted reproduction of work must bear the notice required by our Terms and Conditions of Service.

17. LIMITATION OF LIABILITY

Nothing in this Agreement shall limit or exclude the liability of either party for: death or personal injury caused by its own negligence; fraud or fraudulent misrepresentation; or any matter in respect of which it would be unlawful to exclude or restrict liability.

Subject to the paragraph above:

- Liability for damaged property. We shall not be liable for any damage to property caused by you in the course of providing the Services to the Client.
- Assignments advertised are based upon the information you provide which you represent is up to date, accurate and complete. We shall not be liable for any loss incurred by Clients, your or any third party to a as a result of your provision of incorrect, misleading or otherwise false information.
- Loss of profit, revenue, goodwill, or anticipated savings. We shall not be liable, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss to you of profit, revenue, goodwill, or anticipated savings.
- Loss on termination and indirect loss. Neither party shall under any circumstances whatever be liable to the other, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:
    - any loss arising out of the lawful termination of this Agreement or any decision not to renew its term, or
    - any loss that is an indirect or secondary consequence of any act or omission of the party in question.
- Total cap. Our total liability to you in respect of all other loss or damage arising under or in connection with this agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the value of the assignment.

18. INDEMNITY

You agree to indemnify us and keep us fully indemnified at all times against all liabilities, costs (including legal costs on an indemnity basis), expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and other reasonable costs and expenses suffered or incurred by the us) arising from your provision of or failure to provide the Services whether negligent or otherwise and any breach by you of any assignment.

19. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

20. VARIATION

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

21. ASSIGNMENT AND OTHER DEALINGS

This Agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

22. SEVERANCE

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

23. THIRD PARTY RIGHTS

No one other than a party to this Agreement shall have any right to enforce any of its terms.

24. GOVERNING LAW AND JURISDICTION

This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

25. **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.