

**THE ROLE AND PROFESSIONAL IDENTITY OF THE
COURTROOM INTERPRETER IN THE LEGAL SYSTEM OF
ENGLAND AND WALES: A SOCIAL CONSTRUCTIONIST
PERSPECTIVE**

VOL II

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Doctor of Philosophy

ASTON UNIVERSITY

January 2024

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APPENDIX 1: PHD STUDENT ETHICS APPROVAL FORM

PhD Student Research Ethics

Approval Form (REC1)

PLEASE NOTE: You MUST gain approval for any research BEFORE any research takes place. Failure to do so could result in a ZERO mark

Name Mrs Liubov Green

Student Number: 129135140

Proposed Thesis title: Court interpreting in a changing world – a social constructionist perspective

Please type your answers to the following questions:

1. What are the aim(s) of your research?

The current research project is aimed at investigating the role of the interpreter in the legal system of England and Wales using the approach and paradigm of Social Constructionism. During my research I aim to explore various aspects of the courtroom interpreter's role and understand how it is constructed both socially and linguistically. Through my research I intend to answer the question of what the professional identity of the courtroom interpreter in the changing social and linguistic landscape is.

Another aspect of my research is to identify whether different types of court with their dissimilar procedures and discourse have an effect on the role of the interpreter and whether courtroom interpreting should be referred to as a homogeneous phenomenon. The findings of my research may have both theoretical and practical implications.

2. What research methods do you intend to use?

The proposed research is mainly based on Ethnographic observations of interpreter-mediated court hearings followed by the interviews of all the court actors. I intend to carry out interviews with the interpreters, lawyers, barristers, judges and where possible defendants/witnesses to obtain a panoramic view of the interpreter's professional role and status in legal context.

3. Please give details of the type of informant, the method of access and sampling, and the location(s) of your fieldwork. (see guidance notes).

Location: Birmingham Crown Court, Birmingham Magistrates' Court, Birmingham District and Civil Court, other courts in West Midlands and London.

Informants: Interpreters, Lawyers, Judges, Court Clerks, Defendants/Witnesses

Participants will be recruited through approaching professional bodies and societies such as the Law Society, Capita, National Register of Public Service Interpreters, courts, legal firms, personal network.

4. Please give full details of all ethical issues which arise from this research

Sensitive nature of the very context of research (legal) along with participation of all court actors requires guaranty of complete anonymity to all the informants.

5. What steps are you taking to address these ethical issues?

- Designing a consent form for audio recording of the interviews with the participants and ask their permission prior to recording;
- Asking the Judge for permission to take notes in the courtroom;
- Explain clearly to all the subjects that I do not expect them to disclose any details of particular cases and that they have the right to remain anonymous in the study;
- Guarantying complete anonymity and confidentiality to all the participants with respect to their names and any personal or confidential information in accordance with the Recommendations on Good Practice in Applied Linguistics set out by the British Association for Applied Linguistics (BAAL), which states that “informants have the right to remain anonymous and their confidentiality should be respected”.

6. What issues for the personal safety of the researcher(s) arise from this research?

The proposed research is not associated with any personal safety risks as the ethnographic observations will take place in courts of law, where some of the interviews will also be conducted. The remaining interviews will be conducted in other public buildings (e.g. law offices) or online. However, since the research presupposes attending trials involving people committed serious crimes there may be a very low degree of personal safety risk which can be minimised by leaving the premises (for example in case of any offensive or threatening comments from the defendants). Any contact with defendants will be made in the presence of the institutional officials (court officials, interpreters etc.).

7. What steps will be taken to minimise the risks of personal safety to the researchers?

Any, even slightest, risk will inevitably be minimized by the very institutional setting of courts and other institutionalized public buildings where the research will take place.

Statement by student investigator(s):

I consider that the details given constitute a true summary of the project proposed

I have read, understood and will act in line with the LSS Student Research Ethics and Fieldwork Safety Guidance lines.

| Name | Signature | Date |
|--------------|-----------|------------|
| Liubov Green | L. Green | 10.01.2015 |
| | | |
| | | |
| | | |
| | | |

Statement by PhD supervisor

I have read the above project proposal and believe that this project only involves minimum risk. I also believe that the student(s) understand the ethical and safety issues which arise from this project.

| Name | Signature | Date |
|-------------------|------------|------------|
| Krzysztof Kredens | K. Kredens | 12/01/2105 |

This form must be signed and both staff and students need to keep copies.

The Research Ethics approval for the current research was granted by the LSS Research Ethics Committee on 8th April 2015.

APPENDIX 2: RESEARCH QUESTIONNAIRES

2.1. First-round questionnaire for interpreters

PAPER SURVEY CONSENT

My name is Liubov Green, and I am a Doctoral Researcher at Aston University. I have approached you because of your valuable experience as a court interpreter/lawyer/service user. The purpose of my research is to investigate the role of the interpreter in the legal system of England and Wales using the approach and paradigm of Social Constructionism. I aim to explore various aspects of the courtroom interpreter's role to understand how it is constructed both socially and linguistically. I am hoping to be able to answer a number of questions to do with the professional identity of the courtroom interpreter in a changing social and linguistic landscape.

If you agree to take part in this study, you will be asked to complete the short questionnaire on the next page. The questionnaire will ask about your experience and views on interpreting in the legal setting and it should take no more than 15 minutes to complete. My research may offer no direct benefit to you, but your participation will help improve the current understanding of the courtroom interpreter's role in England in Wales, which in turn will help in the creation of a more effective and beneficial model for ensuring equal access to justice for victims and defendants who do not speak English.

Your answers in this study will remain confidential. I will minimize any risk of breach of confidentiality by preserving the anonymity of all the participants in the study. If a follow-up conversation takes place, you may choose to refuse being recorded.

Your participation in this study is completely voluntary and you can withdraw at any time. You are free to skip any question you choose.

If you have questions about this project, feel free to get in touch at greenl6@aston.ac.uk or by phone on [*telephone number redacted from open access thesis*].

By proceeding to the questionnaire on the next page you are indicating that you are at least 18 years old, have read and understood this consent form and agree to participate in this research study. Please DO NOT write your name on the questionnaire.

THANK YOU.

Questionnaire for the Interpreters

1. Which courts have you interpreted for? Please tick all that apply
 - Magistrates' Court
 - County (Civil) Court
 - Youth Court
 - Crown Court
 - Coroner's Court
 - Tribunals (e.g. employment tribunal, immigration)
2. Does the court type have a bearing on your professional practice? If so, in what ways?
3. How do you find the facilities in the courtroom?
 - Are they sufficient/adequate for you to perform the job to the best of your ability?
 - Do they differ from court to court?
4. How would you describe your role in the courtroom?
5. How do the clients usually view your role in the courtroom? (Do you need to establish your role with them from the very beginning? Do they accept your explanations?)
6. How would you evaluate the status of the interpreter in the UK legal system at the current moment? (Has this changed over the last few years?)
7. When you work as an interpreter, which Source and Target languages do you work with?

8. What are your qualifications
9. Number of years of experience in court interpreting:
 - a. Less than 1 year
 - b. 1-3 years
 - c. 3-5 years
 - d. 5-10 years
 - e. Over 10 years
10. Age group:
 - a. < 29
 - b. 30 - 39
 - c. 40 - 49
 - d. 50 - 59
 - e. 60+
11. Gender: female/male

THANK YOU!

2.2. Questionnaire for the court officials

PAPER SURVEY CONSENT

My name is Liubov Green, and I am a Doctoral Researcher at Aston University. I have approached you because of your valuable experience as a court interpreter/lawyer/service user. The purpose of my research is to investigate the role of the interpreter in the legal system of England and Wales using the approach and paradigm of Social Constructionism. I aim to explore various aspects of the courtroom interpreter's role to understand how it is constructed both socially and linguistically. I am hoping to be able to answer a number of questions to do with the professional identity of the courtroom interpreter in a changing social and linguistic landscape.

If you agree to take part in this study, you will be asked to complete the short questionnaire on the next page. The questionnaire will ask about your experience and views on interpreting in the legal setting and it should take no more than 15 minutes to complete. My research may offer no direct benefit to you, but your participation will help improve the current understanding of the courtroom interpreter's role in England in Wales, which in turn will help in the creation of a more effective and beneficial model for ensuring equal access to justice for victims and defendants who do not speak English.

Your answers in this study will remain confidential. I will minimize any risk of breach of confidentiality by preserving the anonymity of all the participants in the study. If a follow-up conversation takes place, you may choose to refuse being recorded.

Your participation in this study is completely voluntary and you can withdraw at any time. You are free to skip any question you choose.

If you have questions about this project, feel free to get in touch at greenl6@aston.ac.uk or by phone on [*telephone number redacted from open access thesis*].

By proceeding to the questionnaire on the next page you are indicating that you are at least 18 years old, have read and understood this consent form and agree to participate in this research study. Please DO NOT write your name on the questionnaire.

THANK YOU.

Questionnaire for the court officials

1. How long and in what capacity have you been working at court?
2. Which court(s) do you mainly practise at?
3. Did you have an experience of working with interpreters in your legal practice? (If yes, how long for?)
4. What is the role of the interpreter in the courtroom in your view?
5. Is there anything in particular the interpreter should/shouldn't do in your opinion?
6. Does the presence of the interpreter have an impact on your work in the courtroom?
If it does, what impact does it have?
7. Is the interpreter part of the legal process or is he/she outside of it in your view?
(What is the status of the interpreter in the courtroom?)
8. Has the status of the interpreter in the UK legal system changed over the last few years?
9. What does the interpreting process involve in your view?

THANK YOU

2.3. Questionnaire for the service users

PAPER SURVEY CONSENT

My name is Liubov Green, and I am a Doctoral Researcher at Aston University. I have approached you because of your valuable experience as a court interpreter/lawyer/service user. The purpose of my research is to investigate the role of the interpreter in the legal system of England and Wales using the approach and paradigm of Social Constructionism. I aim to explore various aspects of the courtroom interpreter's role to understand how it is constructed both socially and linguistically. I am hoping to be able to answer a number of questions to do with the professional identity of the courtroom interpreter in a changing social and linguistic landscape.

If you agree to take part in this study, you will be asked to complete the short questionnaire on the next page. The questionnaire will ask about your experience and views on interpreting in the legal setting and it should take no more than 10 minutes to complete. My research may offer no direct benefit to you, but your participation will help improve the current understanding of the courtroom interpreter's role in England in Wales, which in turn will help in the creation of a more effective and beneficial model for ensuring equal access to justice for victims and defendants who do not speak English.

Your answers in this study will remain confidential. I will minimise any risk of breach of confidentiality by preserving the anonymity of all the participants in the study. If a follow-up conversation takes place, you may choose to refuse being recorded.

Your participation in this study is completely voluntary and you can withdraw at any time. You are free to skip any question you choose.

If you have questions about this project, feel free to get in touch at greenl6@aston.ac.uk or by phone on [telephone number redacted from open access thesis].

By proceeding to the questionnaire on the next page you are indicating that you are at least 18 years old, have read and understood this consent form and agree to participate in this research study. Please DO NOT write your name on the questionnaire.

THANK YOU.

Questionnaire for service users (clients)

1. What is your mother tongue?
2. Country of origin
3. How would you rate your ability in English from 1 to 5? Where:
 - 1 = no understanding
 - 2 = basic understanding
 - 3 = sufficient understanding of every-day language but not enough for the legal proceedings
 - 4 = fluent
 - 5 = near native, other
4. Age group:
 - f. < 29
 - g. 30 - 39
 - h. 40 - 49
 - i. 50 - 59
 - j. 60+
5. Have you been in contact with the UK legal system for any reason before?
6. Type of Court you had any experience with
 - a. Magistrates' Court
 - b. County (Civil) Court
 - c. Youth Court
 - d. Crown Court
 - e. Coroner's Court
 - f. Tribunals (eg. employment tribunal, immigration)
7. What is your understanding of the role of the interpreter in the courtroom?

8. Is there anything in particular the interpreter should/shouldn't do in your opinion?
9. Do you find having an interpreter is helping your situation in court? If yes, in what way?
10. How would you rate your overall experience of having an interpreter in court from 1 to 5 where 5 = very positive and 1 = very negative? Any particular difficulties/concerns?

2.4 Questionnaire for interpreters (Google Forms)

1/21/24, 3:47 PM

Questionnaire for Court Interpreters in England and Wales

Questionnaire for Court Interpreters in England and Wales

PAPER SURVEY CONSENT

My name is Liubov Green and I am a Doctoral Researcher at Aston University interested in the role of the interpreter in the legal system of England and Wales using the approach and paradigm of Social Constructionism. I aim to explore various aspects of the courtroom interpreter's role to understand how it is constructed in a changing sociolinguistic landscape.

If you agree to take part in this study, could you please complete the short questionnaire below that should take no more than 10-15 minutes of your time? My research may offer no direct benefit to you but your participation will help improve the current understanding of the courtroom interpreter's role in England in Wales, which in turn will help in the creation of a more effective and beneficial model for ensuring equal access to justice for victims and defendants who do not speak English.

Your answers in this study will remain confidential. I will minimize any risk of breach of confidentiality by preserving the anonymity of all the participants in the study. Your participation in this study is completely voluntary and you can withdraw at any time. You are free to skip any question you choose.

If you have questions about this project, feel free to get in touch at greenl6@aston.ac.uk.

By proceeding to the questionnaire below you are indicating that you are at least 18 years old, have read and understood this consent form and agree to participate in this research study.

THANK YOU.

1. What Source and Target languages do you work with?

1/21/24, 3:47 PM

Questionnaire for Court Interpreters in England and Wales

2. 2. Number of years of experience in court interpreting:

Mark only one oval.

- ☐ Less than 1 year
- ☐ 1-3 years
- ☐ 5-10 years
- ☐ Over 10 years

3. 3. Which courts have you interpreted for? Please tick all that apply

Check all that apply.

- ☐ Magistrate's Court
- ☐ County (Civil) Court
- ☐ Youth Court
- ☐ Crown Court
- ☐ Coroner's Court
- ☐ Tribunals (eg. employment tribunal, immigration)
- ☐ Other: _____

4. 4. What are your qualifications/professional memberships?

5. 5. Are you registered with NRPSI?

Mark only one oval.

- ☐ Yes
- ☐ No

1/21/24, 3:47 PM

Questionnaire for Court Interpreters in England and Wales

6. 6. Age group

Mark only one oval.

- ☐ <29
☐ 30-39
☐ 40-49
☐ 50-59
☐ 60+

7. 7. Gender

Mark only one oval.

- ☐ Female
☐ Male

8. 8. How would you describe your role in the courtroom?

9. 9. How do the non-English speaking litigants usually view your role in the courtroom? (Do you need to establish your role with them from the very beginning? Do they accept your explanations?)

1/21/24, 3:47 PM

Questionnaire for Court Interpreters in England and Wales

10. 10. How do you think the legal professionals view your role in the courtroom?

11. 11. How would you evaluate the status of the interpreter in the UK legal system at the current moment? (Has this changed over the last few years?)

12. 12. How do you feel about agencies?

13. 13. How do you feel about professional organisations such as CIOL, ITI etc.?

1/21/24, 3:47 PM

Questionnaire for Court Interpreters in England and Wales

14. 14. What is the source of your professional standards?

15. 15. What do you find most attractive and inspirational in court interpreting?

16. 16. What do you find most challenging in court interpreting?

17. 17. Is there anything in particular the interpreter should /should not do in your opinion?

1/21/24, 3:47 PM

Questionnaire for Court Interpreters in England and Wales

18. 18. Do you feel you receive enough feedback? What does it mean for you as a professional?

19. 19. Are you a member of any Trade Union? If so, what was your primary reason for joining? In not, why?

20. 20. If you would like to be contacted regarding the results of this research please provide your email address.

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Google Forms

APPENDIX 3: INTERPRETERS' SERVICE AGREEMENTS AND GUIDELINES

3.1 Guidance for the criminal, civil and family courts for booking interpreters through Applied Language Solutions (ALS)

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| 0-1 | [redacted under s.40(2) FOIA] | 17/8/12 |
| 0-2 | [redacted under s.40(2) FOIA] | 14/9/12 |
| 0-3 | [redacted under s.40(2) FOIA] | 17/9/12 |
| 0-4 | [redacted under s.40(2) FOIA] | 17/9/12 – circulated for initial review |
| 0-5 | [redacted under s.40(2) FOIA] | 18/9/12 – with team comments |
| 0-6 | [redacted under s.40(2) FOIA] | 21/9/12 – with project board comments |

1 Introduction

The criminal courts are no longer using the National Register of Public Service Interpreters (NRPSI) to contact and book interpreters directly. The civil and family courts are no longer using the central interpreter booking team (Court Business Support) to book interpreters.

Court staff will pass all new requests for interpreters through Applied Language Solutions (ALS) who are contracted to supply this service for HMCTS through the Ministry of Justice Language Services Framework Agreement.

Note: The return of short notice bookings is currently being piloted in the magistrates' courts, if you are a pilot court you should continue to book through ALS, if not then continue with your current booking arrangements until further advised.

The contract provides access to the following services:

- Face-to-face interpretation;
- Telephone interpreting;
- Translation services – written and recorded (including translation of transcription);
- Services for the deaf and deaf/blind (including, but not limited to, British Sign Language, Sign Supported English, Note Taking, Finger Spelling and Lip Speaking); and,
- Other non-defined language support services as and when they arise.

The services are available on a 24/7 basis, 365 days a year and at any HMCTS location across England and Wales.

However, this contract does not cover the provision for supplying Welsh interpreters in courts in Wales. Existing arrangements will continue to apply and you should contact *[redacted under s.40(2) FOIA]*.

Access to the services of ALS is via the web based ALS portal, *[redacted under s.43(2) or s.31(1)(c) FOIA]*.

[redacted under s.43(2) or s.31(1)(c) FOIA] **so all court staff who either book interpreters or confirm assignment details will use the same details. If you wish to obtain a new PIN and password or make changes to existing you should contact** *[redacted under s.40(2) FOIA]*.

[redacted under s.43(2) or s.31(1)(c) FOIA].

[redacted under s.43(2) or s.31(1)(c) FOIA].

2 Civil and Family Courts only

In the majority of cases the parties should fund and source any interpreter themselves.

The following criteria has been devised to ensure that HMCTS only books interpreters where we are required to do so. Court staff must ensure they continue to apply this criteria, failure to do so will result in budget overspend.

Any interpreters who have not been booked according the criteria laid down will be paid for by the court itself.

2.1 Criteria for booking and arranging interpreters for the hearing impaired and hard of hearing

County Court staff can arrange interpreters for the hard of hearing for civil and family hearings through the portal for all cases. For additional information on arranging interpreters for a party in small claims mediation, mediators need to refer to the Civil Courts Mediation Service Manual

2.2 Criteria for booking and arranging language interpreters

County court staff can arrange language interpreters needed for civil and family hearings through the ALS portal for the following:

- **Committal cases**
- **Domestic violence cases**
- **Family cases involving children**
- **Forced Marriage Act cases**
- **Possessions**

HMCTS should ensure that anyone attending the above has the free assistance of an interpreter if he/she cannot understand or speak the language used in court.

2.3 Other cases where an interpreter might be provided

In addition to the above HMCTS will provide an interpreter if that is the only way that a litigant can take part in a hearing. The relevant circumstances are:

- When the individual/s cannot speak or understand the language of the court well enough to take part in the hearing; and
- Cannot get public funding; and
- Cannot afford to fund an interpreter privately and;
- Has no family member, or friend, who can attend to interpret for them and/or is acceptable to the court.

Or

- Where the Judge directs that an interpreter must be booked as the case cannot proceed without HMCTS funding one.

For all cases there is **no** legal obligation to provide interpreters to interested parties. Satisfy yourself of the situation and find out if the person has legal representation.

In addition we are only under an obligation to provide interpreters for the duration of the actual court hearing and not for legal discussions before or after the planned start/end time of the hearing. Any variation of this will be a local management decision.

3 Face-to-face Interpreting Requirements – All Courts

The level of qualifications and experience of the interpreters are now divided into three tier based needs with tier one having the highest skills:

- Tier one interpreter is able to both speak fluently in the language required and provide a written translation to a pre-determined standard.
- Tier two interpreter can provide fluent spoken interpreting services, but will not be able to provide a written translation that would suffice for justice sector needs. However, a tier two interpreter can translate written documents such as a summary of the police interview in order to read it to the defendant during the course of a trial.
- Tier three interpreters can provide a non-English interpreting service, but not to the standard of the other two tiers and would not be used for hearings with evidential requirements.

Because, in most instances the courts require **a tier two interpreter**, the ALS portal has been set to default to a tier two interpreter. However, in some cases it may still be appropriate because of the nature of the case to book a tier one interpreter. ALS will send a tier two interpreter unless a tier one is specifically requested on the portal. Tier 3 interpreters will not normally be provided for in-court work.

Note: Rare languages are not tiered and court staff should seek further clarification from ALS or their line manager where necessary if they are not satisfied with the interpreter's suitability

Interpreters providing services through ALS will also be required to undergo regular enhanced CRB checks as a minimum.

See Annex A for more details on the qualification levels.

3.1 Preparing to make a booking

Prior to booking an interpreter, please consider if an interpreter for the required language is already on site that day, and could be used on both cases by listing sequentially in the same court room.

The time to state on the portal is the start time that interpreters will be expected to be at the relevant venue ready to start work.

If the interpreter is required to attend prior to the hearing taking place, ie for a pre-court conference, then the time stipulated on the portal should reflect this. For example, an interpreter is required for a hearing at 10 am and the court decides to add 15 minutes for counsel to speak to their client, the instructed start time would be 9:45 am.

Note: The 15 minutes of waiting time that had been automatically paid to interpreters through the portal has been removed, as interpreters were getting paid for this whether or not they arrived on time or were late. Therefore, HMCTS staff should not assume that interpreters will be ready to work before the time stipulated.

The interpreter will be paid from the start time on the portal. The interpreter will be considered to be late if they are not ready to work at the time stated on the portal by the court.

As a result, a court officer may decide that for certain hearing or case types, where it is imperative that the interpreter arrives in good time, the interpreter is requested a little earlier to ensure smooth running of the Justice system. This may be directed by the judiciary, but it is ultimately a delivery manager's decision as it has impact on HMCTS budgets.

When booking an interpreter court staff should have the following information:

- *[redacted under s.43(2) or s.31(1)(c) FOIA]*
- Type of Hearing
- Language/ dialect required
- Date and time the interpreter is required to be ready to start work at the venue.
- Anticipated length of hearing or trial time estimate
- Venue (if different from booking site) of the assignment
- Name and email address of person making the booking (Note: this must be a person and not a team name)
- Where or to whom the interpreter should report on arrival at the assignment location
- Tier of interpreter required (see note above)
- On occasion there may be a need to specify the gender of the interpreter required
- Any specialist requirements
- Additional useful note, such as
 - whether an interpreter is already on site and could be used for this hearing too (please state linguist name and/or reference number)
 - where the language/dialect required is not on the drop down box

[Note: adding information into the 'Additional notes to ALS' field, will route the booking through the manual process rather than the automatic process, which may slow the booking down, so only insert information into this box if it is required.]

- Job Notes and Additional Venue Information. Please add in a note here to the interpreter as required, such as, 'Security and sign in processes at this site can take 10 minutes'.

Please also be mindful of Information Assurance considerations when entering text in the case number or other free-form or free-text fields with regard to Data Protection. Please see Annex C for more information.

Failure to ensure all the appropriate information is given at the time of booking may result in the attendance of an unsuitable interpreter; incur additional financial cost; and/ or create time delays.

3.2 Making the booking

To make a booking court staff should log onto the following internet site: *[redacted under s.43(2) or s.31(1)(c) FOIA]*

To access the secure booking system, *[redacted under s.43(2) or s.31(1)(c) FOIA]*. A screen will appear which allows access to new bookings, existing bookings which are not yet assigned with an interpreter, bookings which have an interpreter assigned and completed jobs. There is also a new screen that details bookings requiring closure (i.e. Job times need to be entered onto the portal by MoJ staff).

If there are any problems with logging on to the portal then court staff must report this to ALS by telephoning *[redacted under s.40(2) FOIA]* and selecting **option 5** for IT technical support.

Court staff will select **'make a booking'** and enter the interpreter and hearing requirements. Then they will click **'create'** – for further information please refer to the ALS Portal user guide, *Customer Portal v1,4 User Guide September 2012*

The ALS system automatically begins the process of identifying the most appropriate and available interpreters and forwarding them appropriate details so they can consider whether they wish to accept the job.

Court staff should, wherever possible, use the portal to book interpreters. Please note even if the booking is urgent i.e. the interpreter is required for the same day then this does not mean that court staff cannot use the portal. This is because the same automated process will take place whether the booking is made through the portal or by telephone. Portal bookings are quicker as there is no need to telephone through the information to an ALS call handler who will need to enter all assignment details on to the booking system in the same way as court staff using the portal.

However, staff can also contact ALS *[redacted under s.40(2) FOIA]* if there is no means of booking via the portal such as IT failure. There are additional charges for arranging bookings by telephone unless the booking has to be made because the portal is not working.

Once the booking has been submitted, if any changes arise or an error was made, then court staff should ring ALS to make the change or correction on the number given above. There is no charge for changing a booking by telephone.

3.3 More than one interpreter required for the same hearing

Court staff must be satisfied that more than one interpreter is required at the hearing. If more than one interpreter is required then court staff must set up a separate booking for each interpreter required. It is recommended that a cross reference is entered in the additional notes to ALS box.

3.4 Booking an interpreter for a 'same day' hearing

Court staff should still use the portal to make the booking, ensuring that the time required is realistic for an interpreter to arrive at the court. If an interpreter has not accepted the assignment after 28 minutes then ALS will call the court with an update. The search for an interpreter will widen and ALS will telephone the court every 30 minutes with an update. Once an interpreter has been assigned, ALS will provide an ETA (estimated time of arrival) which can now be seen on the portal on the jobs assigned page.

3.5 Viewing the status of all interpreter bookings requested by the court

All bookings where an interpreter has been assigned are shown under the 'Assigned jobs' tab.

All bookings without an interpreter assigned are shown under the 'Unassigned jobs' tab.

Release 1.4 of the portal provides a search facility. Please refer to the portal user guide, Customer Portal v1.4 User Guide September 2012 for more information.

3.6 Processing the booking by ALS

ALS allocates a unique reference number for each booking received. The job can be viewed under the "unassigned" tab on the portal.

Once an interpreter has been assigned, a confirmation email is sent to the generic e mail account at the site. The e mail contains a link to the unique job reference number in the portal which allows the user to view the details of the assigned interpreter i.e. their photo identification details.

If ALS has difficulties providing a suitable interpreter for that hearing then the court will be advised in line with agreed timescales detailed below. ALS activity for each job is detailed in the "Job Activity" available through the portal. Please refer to the portal user guide for more information.

Court staff will be able to view the 'job activity' through the portal, showing the actions taken by ALS to fill the booking. The 'job activity' is accessed by calling up the specific booking under the job reference number allocated. Please refer to the portal user guide for more information.

The timescales are as follows:

- Any non trial hearings will be contacted 48 hours before the listed hearing date
- Any hearings where custody time limits need to be extended will be contacted 72 hours before the listed hearing. Court staff must mark it as needing this length of time.
- Trials with a fixed date with a time estimate of 3 days or less will be contacted 5 working days before the listed hearing date
- Trials with a fixed date with a time estimate of 4 – 10 days will be contacted 10 working days before the listed hearing date
- Trials with a fixed date with a time estimate of 2 – 4 weeks will be contacted 15 working days before the listed hearing date
- Trials with a fixed date with a time estimate of 4 weeks or more will be contacted 20 working days before the listed hearing date

For booking requests that cannot be fulfilled, ALS will contact the member of court staff by telephone as follows:

- Any hearings listed for the next day will be contacted by 2:30 pm on the day before the requirement.
- Crown Court only: Warned list trials which are listed for trial the next day will be contacted by 2:30 pm on the day the booking request is made

If a job is unable to be filled, court staff will immediately inform a senior officer at the court and the judiciary. The senior officer at the court in conjunction with the judiciary will make a decision as to next steps.

The next steps to be considered are either: can the court source an interpreter directly or list the case for an application to adjourn. The operational manager will alert the Cluster Manager if they think it is appropriate to do so.

If ALS is able to provide an interpreter at a lower tier than requested for the hearing then the senior officer at the court must consult with the judiciary, who will make the final decision as to whether this is acceptable. If this is not acceptable, then the steps as outlined above need to be considered.

If ALS is able to provide an interpreter of the appropriate tier on the day but not at the time requested then court staff should consider if the hearing can be moved to the later or earlier time. It is worth noting that there may be greater interpreter availability in the afternoons. However, consultation with the judiciary should also be considered especially if the hearing/trial is reserved.

3.7 Changes to the time an interpreter is required

If the interpreter is required to attend court for a later or possibly an earlier time than requested at the time of the booking, court staff should ring ALS as soon as this is known so they can notify the interpreter. The interpreter will be notified by ALS by text and an e mail of the change. There is no charge for changes to the booking.

3.8 Cancellations

Court staff should telephone ALS to notify of any cancellations and quote the unique job reference number. The court will not be charged for any cancellations provided the interpreter has not already arrived at the courthouse. If the interpreter has arrived then the court will be charged a cancellation charge of one hour.

Close – unfilled or Customer Cancelled.

Close – unfilled has to be in accordance with timescales detailed in 3.6

3.9 Interpreters booked on behalf of the court by the police

The police will still book interpreters on behalf of the court where the defendant was remanded in custody to appear at the court within 48 hours. ALS will assign the interpreter in

the normal way and send an e mail confirmation to the court to the generic e mail address. Court staff can see if an interpreter has been booked as it will show on the assigned or unassigned job screens.

3.10 On the day of the hearing

Interpreters will not be expected to arrive on site early; only to ensure that they are ready to work at the time specified on the portal. On arrival at court the interpreter will present their ALS identity card to court staff and if necessary this can be checked against the identity information held on the ALS portal. If there are still doubts then court staff should ring ALS to confirm.

If the interpreter arrives at court early for the assignment, court staff should record the agreed assignment start time as the time of arrival.

If the interpreter has not arrived on site and is therefore not ready to work at the agreed start time and as a result the hearing is, or is likely to be, delayed, then court staff should ring ALS who will make urgent enquiries as to the whereabouts of the interpreter. ALS will keep the court updated by telephone every 30 minutes.

If the interpreter is not ready to work at the time specified on the portal, court staff should record the actual time, to the minute, that the interpreter reports to the site or court staff in the courtroom as ready to work.

If a hearing is moved to a later time on the day i.e. the parties are not ready so the case is adjourned from 11 am to 2 pm then the interpreter must inform ALS of the time change. The interpreter will stay on site until the assignment is concluded and is responsible for keeping ALS updated. The interpreter is also expected to keep ALS informed of any expected impact on subsequent jobs, such as if the interpreter is booked on another job elsewhere later in the day.

If an interpreter is required to attend for future hearings on the same case then the new booking for the next hearing must be organised with ALS. It must not be made directly with the interpreter as they will not be paid for assignments which are not managed through the portal. Court staff must specify the attendance of the named interpreter when making the booking request through the portal.

3.11 Overrunning trials or hearings

If the trial or hearing will last longer than the original time estimate given, then the interpreter will be responsible for notifying ALS.

If the interpreter's morning job is running late and they know that they are booked for a different hearing in the afternoon, the interpreter must call ALS to inform them as soon as they are able.

3.12 How ALS communicates interpreter changes to us on the day

If the interpreter assigned to the hearing notifies ALS that they can not attend then ALS will telephone the court staff who made the original booking immediately. ALS will provide the court with updates every 30 minutes on the progress of supplying a replacement interpreter.

3.13 Closing the booking

At the conclusion of the assignment, court staff must update the portal with the start and finish times to the nearest minute onto the portal.

Courts will need to make a decision as to who is responsible for doing this and as an example, in Crown Courts this function may be undertaken by the court clerk.

To enter the times court staff will either:

- [redacted under s.43(2) or s.31(1)(c) FOIA] manually identify the assignment; OR
- Open the confirmation email from ALS and click the hyperlink in the body of the message to automatically access the correct record.

As an example, the interpreter is instructed to be ready to work for a 10 am hearing which does not start until 10:35 am and the hearing concludes at 11:25 am. The portal will be updated with a start time of 10am and an end time of 11:25 am (where the interpreter arrived on time). If the interpreter arrives late, their actual arrival time, not the booked time, is recorded on the portal and a complaint is logged.

Where a hearing continues into the afternoon, the interpreter assigned will be required to take a 30 minute lunch break for which they will not be paid. Court staff should log a morning start and finish time and an afternoon start and finish time, allowing a 30 minute break, even if the actual court lunch lasted longer.

Eg. The morning hearing was 10am-1pm and restarted at 2pm until 3pm, the times logged on the portal will be 10am-1.30pm and 2-3pm.

The timings for the assignment should be recorded by HMCTS staff within 72 hours of the assignment being completed.

The interpreter will also carry a time sheet with them which they will ask court staff to sign to confirm the start and finish times of the assignment. Please ensure that interpreters booked through ALS are not given a HMCTS claim form to complete. Interpreters are required to keep their timesheets as a record of their hours worked.

If the assignment is not closed on the portal by court staff within 72 hours, the interpreter will have access to enter start and finish times themselves. Therefore, it is important that court staff update the portal with the assignment times rather than the interpreter. ALS will obtain from the interpreter a copy of the timesheet authorised by court staff in case of any payment disputes.

Any jobs that remain open after the 72 hours will be monitored and sites contacted for timely closure.

Note: A financial assurance SOP is expected to be released in Autumn 2012, which will clarify the processes required in courts with regard to the signing of timesheets and closing down bookings on the portal.

3.14 Recording the times for part heard trials

It is important for part heard trials that court staff enter the timings for the interpreter on the portal on a daily basis. Please note that once the daily timings have been entered then the system will automatically save the information. Therefore, court staff should only use the complete **job button** once the trial is concluded.

3.15 Feedback and formal complaints process

ALS welcomes feedback on the individual interpreters after each assignment.

After court staff have entered the assignment times and completed the job, the user is taken through to a feedback page. The user is encouraged to give feedback on the interpreter provided. This is for ALS and our own internal purposes as we strive to improve the service delivered to customers.

If you require guidance on completing feedback or raising a complaint, please refer to the portal user guidance v1.4.

ALS also has a formal complaints process for reporting complaints which is outlined in Annex B.

It is important that in the first instance any complaints are logged through the portal. If the response to the complaint is not dealt with satisfactorily or to the required timescale then it should be escalated to their Relationship Manager within ALS and copied to MoJ Procurement: *[redacted under s.40(2) FOIA]*.

4 Annex A - Quality and Skills Assessment for Interpreters and Translators

Face to Face foreign language interpreters:

Unless otherwise stated the qualification requirements set out for each tier below must be in the language in which the interpreter will be working. Interpreters who wish to interpret in additional languages must meet the qualification criteria in each of those additional languages

Tier One

The interpreter must have one or more of the following:

- Chartered Institute of Linguists Diploma in Public Service Interpreting, DPSI, (English Law Option);
- Chartered Institute of Linguists Certificate in Community Interpreting, CCI (the forerunner to the DPSI);
- Metropolitan Police Test (post 1997) together with either a DPSI (Health or Local Government Option) or an Honours Degree or higher in Interpreting

Or

- Registration with the National Register of Public Service Interpreters (full or interim status);
- Membership of Association of Police and Court Interpreters;
- Membership of the Institute of Translation and Interpreting (Police Court Interpreter level).

Together with (in all cases):

- At least 100 hours public sector interpreting experience;
- References; and
- A pass at the assessment centre to the tier one standard.

Tier Two

The interpreter must have one or more of the following:

- 'Partial DPSI' (English Law option) i.e. the interpreter must have passed all modules with the exception of component 3b (written translation from English);
- A degree in linguistics, English philology, Modern Languages or MA in Teaching of English, or other language related diplomas where English figures as part of the course completed.

Together with (in all cases):

- Previous or current employment in criminal justice services in their countries of origin, legal training in the UK or abroad, or other exposure to criminal justice work through other channels is also acceptable (volunteer and/or paid work in the community for police services or work for Victim Support, for example);
- University level education (any degree);
- At least 100 hours public sector interpreting experience;
- References; and

- A pass at the assessment centre to the tier two standard.

Tier Three

The interpreter must have one or more of the following:

- Demonstrable experience in the public sector with appropriate linguistic background;
- Formalised basic interpreter training including one of the following: the WEA programmes, Bi-Lingual Skills Certificates, Community Level Interpreting Degrees under the NVQ certification system.

Together with

- References; and
- A pass at the assessment centre to the tier three standard

It is also desirable for tier three interpreters to have at least 100 hours public sector interpreting experience.

Rare languages

In the case of rare languages where the DPSI or equivalent qualification is not available, the interpreter must have the Cambridge Proficiency in English Certificate, or NRPSI registration (rare language category) 100 hours of public sector interpreting experience, evidence of continuous professional development, references and a pass at the assessment centre.

5 Annex B - Complaint Process

Process

- A complaint should be logged directly onto the portal where it is visible against the booking made.
- ALS receives a daily complaint report where all new complaints are listed.
- The complaint handling team review each complaint and contact the customer to discuss their complaint with them.
- The complaint is categorised and a response is provided by the complaint handler onto the portal (and followed up by letter where appropriate).
- The complaint team provide to management a daily overview of the complaints received and the actions taken.

Investigation

- The types of complaint are varied, but are categorised as follows:
 1. ALS Failed to supply an interpreter
 2. DNA (interpreter did not attend)
 3. Late (Interpreter was late)
 4. Wrong times entered in time-sheet
 5. Poor interpreting skills
 6. Lacking cultural understanding of MoJ behavioural expectations
 7. Contact Centre communications were poor
 8. Short notice cancellation by interpreter.
 9. Portal Issues (technical)
 10. Incorrect tier / language assigned
 11. Other
- Complaint types 2-6 and 8 are discussed with the Linguist Relations team who will make contact with the interpreter to find out what has occurred. Depending on the outcome of that conversation, action is taken to deal with the interpreter if required (see mitigation). A determination is made and the complaint is classified as being the interpreters fault or not their fault.
- Complaint types 1, 7, 10, and 11 are discussed with the Contact Centre Manager who will investigate the complaint in detail and address the specific concerns where appropriate. Number 1 is one of the statistics that guides our interpreter recruitment efforts.
- Complaint type 9 is discussed with the IT team to establish if the issue logged is an unknown IT issue or user error. Depending on the outcome, the IT will fix the IT issue or the Relationship Manager is contacted to discuss the user error with the customer.

Mitigation

- All complaints and complaint types are monitored on a daily basis by a process expert.
- The process expert identifies the root cause of the problem and aims to resolve the root cause of the issue through process improvement. A couple of examples are:
 - CJS workshops to address interpreter behaviour.

- Review of the finance process, in conjunction with the Finance Director to address incorrect start and finish times being entered.
 - No interpreter available, investigate why to establish if more could have been done to find an interpreter by the assigning team.
- The mitigation process for categories 2-6 and 8 is the introduction of the “three strikes and you’re out” process which sees interpreters removed from the ALS supplier list where they consistently deliver a poor performance. Part of this process is the opportunity for them to attend the CJS workshops where they are supported in making them aware of the importance of their role.
- The mitigation process for 1, 7, 10 and 11 is with the process expert and the Contact Centre Manager who will investigate these complaints and assess if the process can be improved to ensure the complaint need not re-occur. Whilst this is not always possible, the Contact Centre Manager will ensure that the communication process is effective.

Monitoring

- A dashboard containing complaint information is provided to Procurement on a weekly basis tracking the complaint trends to ensure the right focus is given to move trends downwards.

6 Annex C – Information Assurance

Information assurance guidance on data entry (use of free-form and free-text fields) on the portal

Entering information to request an interpreter via the ALS portal is a business process that is providing a service to support existing judicial processes. The ALS service itself is not the process which records case material, charges, sensitive issues, etc. In the normal course of events the need for an interpreter (and the fact that a judicial or criminal justice event is occurring) is not in itself additionally embarrassing or harmful to an individual.

However, there will be situations where identifying an individual may put the individual (or the interpreter) at risk of harm or embarrassment. For instance cases involving murder, rape, violence, gang-related involvement, terrorism, child-related offences, and children themselves possibly need increased sensitivity and protection.

Each HMCTS court or tribunal jurisdiction has their own guidance on what information is available to the public and users of the ALS portal should follow this guidance in relation to data entry on the portal, bearing in mind the information in the public domain at the time the data is entered on the portal.

Suggested guidance on the use of the free-form field for providing notes to ALS

The free-form notes field should be used only to provide essential additional information to ALS to help them to meet the customer's needs for translation and interpreter services. In most cases the use of the field won't be necessary. Where the free-form field is used, the user must be sure that there is a real need and benefit in providing the information, and be aware that there may be Data Protection and Information Assurance issues if data is inappropriately processed.

Please note that the Additional Notes and Complaints fields are exclusive to ALS but the Job Briefing notes go directly to the interpreter. Users need to be aware that this constitutes a data sharing arrangement and needs to be limited to information that is essential to the purpose.

There is a risk that information provided on the freeform field could be associated with data already being provided to ALS to provide a greater chance for someone acting against the customer's interest to:

- specifically identify the customer,
- identify the customer as belonging to a specific group, or,
- identify that the customer has specific vulnerabilities,

There are three types of entries currently appearing in the free-form field:

1. Entries that are useful to ALS and the interpreter, and are therefore justified. Some actual examples are;
 - video link hearing. please arrive promptly
 - Case is a day and a half trial, so interpreter will be required for the whole day on 26/06/2012 and the morning of 27/06/2012
 - Linked files with OA/30----/2011, OA/30----/2011
 - Please try to rebook Mr Joe Bloggs who was interpreter on last date as language is Arabic Lebanese
 - Non English speaker from Cameroon - African French required
 - Judge directs that Interpreter MUST be Mrs. R----- N----- - ref LIN/4E-----DD
 - Claimant is deaf
 - Maybe needed for other cases

- 2) Entries that repeat information that is already provided to ALS in the request or which is unnecessary. These do no harm in Data Protection terms but could be avoided. Some actual examples are:
 - language is SRI LANKA
 - Defendant is Brazilian with no knowledge of English
 - Report to main reception and check the daily list to see which court the case is listed in.
 - The hearing will be in Court 8

- 3) Entries which provide information that could cause harm or embarrassment to the customer or to another party, and actually aren't required by the process but could be damaging. Some actual examples are:
 - Theft from shop is the crime
 - HARASSMENT
 - DOMESTIC VIOLENCE
 - MET Police Booking- For burglary offence
 - This is an ongoing murder trial, the current interpreter can not attend on Monday afternoon. Please DO NOT USE Mr I----- A----- (LIN/9---/VH---) for this case
 - Now wishes to pursue special reasons argument misled by insurance/sister
 - Assault a girl under 13
 - Required as soon as possible as defendant in custody (Offence Fraudulent Evasion)
 - this is an application to reopen the case (motoring offences)

The important issue for users is to decide whether entries in the free-form field are actually necessary and, if they are, whether they could be used to identify and harm or embarrass the individual. If uncertain, seek advice from your line manager.

3.2 Capita interpreting service agreement

Interpreting Services Agreement Version 1.4

INTERPRETING SERVICES AGREEMENT ("Agreement") DATED ("Commencement Date") BETWEEN:

(1) **Capita Translation and Interpreting Ltd** hereinafter referred to as Capita and registered in England and Wales as company number 05122429 and having its registered office at 17 Rochester Row, Westminster, London SW1P 1QT; and

(2) [Limited], ("the Interpreter"), [registered in [insert UK territory] as company numberand having its registered office at] [operating primarily from the address] (delete as applicable)

1. Language Services

Upon entering into an Assignment, Capita hereby engages the Interpreter to provide the Services. Capita will detail the Assignment to the Interpreter in a format in accordance with Attachment 1 appended hereto (such detail shall be referred to as the Job Confirmation) on a non-exclusive basis and the Interpreter hereby agrees to provide the Services upon the terms and conditions set out in this Agreement and in accordance with the Attachments. In the event that an Interpreter undertakes any activity which has not been detailed by Capita in accordance with this Clause 1, Capita shall have no obligation in respect of payment or otherwise in favour of the Interpreter. Furthermore the Interpreter shall have no rights under this Agreement in respect of any such activity which is not detailed by Capita in accordance with this Clause 1.

2. Duration

Subject to the provisions of Clause 6 (Termination), and any Notice set out in the Job Confirmation, this Agreement shall be deemed to have commenced on the Commencement Date and shall continue until such time that either party issues written notice in accordance with Clause 6. ("Term").

3. Interpreter's Obligations

3.1 During the Term the Interpreter shall provide the Services to Capita or Capita's client (hereinafter referred to in this Agreement as the "Client") and shall devote such of its time, attention and abilities as may be necessary for the proper performance of its duties under this Agreement and at such locations (referred to herein as "Locations") as are set out in the Job Confirmation. The Interpreter shall at all times make all reasonable endeavours to be contactable via mobile device on any day when the Interpreter is engaged to provide Services to Capita, other than at such times that Services are being performed by the Interpreter.

3.2 The Interpreter warrants and undertakes to Capita that:

(i) it shall discharge all of its obligations under this Agreement in a timely, prompt and diligent manner and with all reasonable due care, skill and diligence and, without limiting the generality of the foregoing, in accordance with good industry practice which for the purposes of this Agreement shall mean the exercise of that degree of skill, diligence and

foresight which would reasonably and ordinarily be expected from a skilled and experienced Interpreter seeking in good faith to comply with its contractual obligations (including any Assignment specific obligations as set out in the Job Confirmation), complying with all applicable laws and relevant legislation and engaged in the same type of undertaking and under the same or similar circumstances or conditions ("Applicable Law");

(ii) it has full capacity, capability and authority (including all necessary licences, consents, security clearance checks (and, where applicable, any visa requirements) to perform this Agreement, and once executed this Agreement will constitute a legal, valid and binding obligation on it and it is not party to any agreement or arrangement which may prevent or hinder the proper performance and discharge of its obligations under this Agreement;

(iii) it will cooperate with Capita in all matters relating to each Assignment as detailed in the Job Confirmation.

3.3 The Interpreter shall provide the Services to Capita in accordance with the terms of this Agreement. The parties acknowledge that the Interpreter may not utilise any other individual or organisation in place of the Interpreter for these purposes.

3.4a Any time for commencement of an Assignment shall be as specified in the Job Confirmation and time shall be of the essence. Failure on the part of the Interpreter to commence the Assignment in accordance with the time stated in the Job Confirmation shall constitute a breach.

3.4b In the event that an Assignment is deemed to have been completed to a standard that is not in line with the Interpreter's obligations as set out at clause 3.2 (i), then Capita shall be entitled to charge a Complaint Administration Fee in respect of such work, in the manner set out at Attachment 3.

3.5 During the term of an Assignment and until such time as an Assignment is completed, the Interpreter undertakes that it shall: (i) keep detailed records in the prescribed format of the time spent in connection with the provision of the Services and shall at Capita's request make such records available for inspection and/or provide copies thereof to Capita; (ii) use its reasonable endeavours to protect the interests of Capita; (iii) where required, attend conference calls relevant to the provision of the Services as Capita may request and in relation thereto to prepare and submit any reports or supply any information relating to the Services as may be required by Capita from time to time; (iv) comply with those policies and procedures of Capita (and any client of Capita) relevant to the completion of the Assignment provided always that such are communicated to the Interpreter.

3.6 Without prejudice to Capita's other rights and remedies set out herein, the Interpreter shall promptly inform Capita of any errors in the provision of the Services, and shall take steps to ensure that such errors are not repeated.

3.7 The Interpreter shall not accept any engagement or instructions which would or might result in the creation of a conflict of interest in respect of the Services or the business affairs of Capita. In the event that the Interpreter becomes aware of a potential conflict of interest, the Interpreter shall notify Capita immediately.

3.8 The Interpreter shall at all times ensure that all health and safety rules and regulations that apply at any Location set out in Attachment 1 are observed, and shall furthermore notify Capita immediately upon becoming aware of any health and safety hazards or issues which arise in relation to the Services described in the Job Confirmation.

3.9 The Interpreter shall inform Capita as soon as is reasonably practicable in the event that the Interpreter is convicted of a criminal offence or is arrested on suspicion of or accused of or charged with any criminal offence.

3.10 The Interpreter shall promptly and in a timely manner inform Capita of any anticipated or possible non-performance or underperformance in respect of an Assignment. This obligation shall additionally apply in any circumstance where an actual or potential extension to an Assignment's duration may result in the Interpreter failing to attend a subsequent Assignment at the contracted time. Failure by the Interpreter to inform Capita as described in this Clause 3.10 may result in an Assignment not being fulfilled and in such event the provisions of paragraph 3.2 (Interpreter Cancellation) of Attachment 3 shall apply.

3.11 For the avoidance of doubt the parties agree that the Interpreter is not an agency worker as defined under the Agency Worker Regulations 2010, and furthermore the provisions of clause 11.7 shall apply.

3.12 The Interpreter shall at all times in its performance of the Services comply with the Code of Professional Conduct as stated at Attachment 2 to this Agreement and as amended by notification from time to time.

3.13 The Interpreter shall ensure that they accurately provide, and subsequently maintain in a timely manner, all relevant details in respect of UK address, qualifications, skills and work/residence clearances to the extent required for the purposes of Capita's Interpreter database.

3.14 By entering into this Agreement the Interpreter gives its consent for Capita to obtain references, confirmation of security clearances and to carry out checks to verify with the relevant awarding bodies that qualifications stated are as stated.

4. Capita's Obligations

4.1 Capita shall provide the Interpreter with all necessary access to information reasonably required for the completion of each Assignment by the Interpreter.

5. Fees and Benefits

5.1 In consideration of the provision of the Services to the reasonable satisfaction of Capita, Capita shall pay to the Interpreter the fees as calculated in line with the hourly rates and expenses referenced within Attachment 1 (the "Fees"), provided that:

- (a) the completion of an Assignment has been ratified in accordance with Clause 5.2 below; and
- (b) the Interpreter has subsequently accepted the due amount as set out in the electronic invoice issued by Capita (which may be referred to as the "pro forma invoice").

Such payment shall be made within fifteen working days of acceptance as described at 5.1 (b) above. Payment of any Value Added Tax properly chargeable on such Fees shall be made within 15 working days of receipt of a valid Value Added Tax invoice. Such payment shall be made by BACS payment to an account advised by the Interpreter. Capita shall retain electronic records relating to each Assignment for a period of six months only, beyond the date of commencement of each Assignment. In the event that an Interpreter has not completed acceptance as described at 5.1(b) above within six months of the date of commencement of the associated Assignment, then Capita will require that the Interpreter provides full evidence of the Assignment in accordance with Clause 5.2.2.

5.2.1 From time to time the Client may electronically ratify that an Assignment has been completed, to include the duration worked. The payment process in respect of each Assignment shall not commence until such ratification has been completed. In the event that the Client has not ratified the completion of an Assignment within 72 hours of commencement of an Assignment, then the Interpreter shall be entitled to electronically complete such ratification in order to initiate the payment process described at Clause 5.1.

5.2.2 For any Services the Interpreter provides under this Agreement, the Interpreter shall complete and retain a timesheet which confirms the duration worked, and (if applicable and if agreed in advance with Capita) details and receipts of any expenses claimed. All timesheets must be countersigned and fully completed by a representative of the Client and must subsequently be retained by the Interpreter. Upon request by any representative of the Client, an Interpreter shall allow the Client to make copies of fully completed timesheets. In the event of any dispute in relation to any payment, a fully completed timesheet will be the Interpreter's primary evidence of any work undertaken, and therefore it is incumbent upon the Interpreter to retain timesheets for a suitable duration.

5.3 No payment will be made by Capita in respect of holiday, sickness, pension rights, redundancy pay or other benefits.

5.4 The Interpreter will be solely responsible for all tax liabilities, national insurance contributions, social security contributions and any other taxes and deductions payable in respect of the Interpreter for the provision of the Services, and hereby indemnifies and agrees to keep indemnified Capita in respect of any claim, expense, loss, penalty or other liability howsoever arising out of the payment or non-payment of any tax or other liability to the Inland Revenue or any other statutory or regulatory authority by the Interpreter arising out of the provision of Services by the Interpreter under this Agreement or arising out of any breach by the Interpreter of Clause 5.5 below.

5.5 The Interpreter shall ensure, throughout the Term, that it does not have in place any arrangement involving the use of any scheme to avoid UK tax by diverting income of a UK resident individual to a non-UK resident company, partnership or trust of the payments made under this Agreement, or on any transaction connected with or resulting from this Agreement or the Services. This clause shall apply where liability for UK tax and National Insurance Contributions would exist were the UK resident person to be employed directly by Capita or Capita's Client, and whether or not the Interpreter is based in the UK.

5.6 Capita shall have the right to terminate this Agreement for breach forthwith, without liability or cost, in the event that: (i) the Interpreter is at any time in breach of Clause 5.5; or (ii) Capita has good reason to believe that the Interpreter is or will in future be in breach of Clause 5.5; or (iii) any competent authority (including, without limitation, Her Majesty's Revenue and Customs) instigates any investigation or brings any charges against the Interpreter in relation to the use of a scheme of the type identified in Clause 5.5.

5.7 Any electronic invoice raised by Capita on behalf of the Interpreter shall be deemed to be accurate unless the Interpreter notifies Capita before providing acceptance in accordance with Clause 5.1 (b). In the event of any dispute between the Interpreter and Capita concerning an invoice, the amount in dispute shall be resolved reasonably between the parties. Any dispute instigated by the Interpreter shall only be considered if supported by a fully completed timesheet and/or receipts in accordance with Clause 5.2.2. In the event of any discrepancies between the duration worked as set out in a completed timesheet and the duration worked as set out in electronic ratification as described at Clause 5.2.1, then a fully completed timesheet shall have precedence in all circumstances. Either party may initiate a dispute relating to any individual payment within six months of the date of commencement of the associated Assignment.

6. Termination

6.1 Capita may terminate this Agreement for convenience with immediate effect by giving the Interpreter notice in writing by post or email. Such termination shall include (unless explicitly stated otherwise by Capita) termination of all Assignments which are scheduled for future dates.

6.2 Capita may by notice in writing by post or email terminate this Agreement with immediate effect and without any requirement for payment in respect of the Assignment(s) which have caused such termination, if the Interpreter:

- (i) is in the reasonable opinion of Capita not competent to perform the Services in line with good industry practice, commits any act of gross misconduct and/or neglects or omits to perform the Services or any of its duties or obligations under this Agreement; or
- (ii) fails to carry out the Services or the duties reasonably and properly required of it under this Agreement or an Assignment, including any failure to complete an Assignment; or
- (iii) enters into administration, liquidation, or makes any composition with its creditors; or
- (iv) conducts itself in any manner which, in the reasonable opinion of Capita, has brought or is likely to bring either the Interpreter or Capita into disrepute or is likely to impair the Interpreter's ability to provide any of the Services to Capita or to do so in any manner or at any time which Capita shall reasonably have required of it.

6.3 The Interpreter may terminate this Agreement by giving 14 working days' notice in writing by post or email if Capita is in breach of any of the terms of this Agreement and which, in the case of a breach capable of remedy, is not remedied by Capita within 14 working days of receipt by Capita of a notice from the Interpreter specifying the breach and requiring its remedy.

6.4 The Interpreter may by giving 14 working days' notice in writing by post or email terminate this Agreement for convenience.

6.5 Termination or expiry of this Agreement shall not affect either of the parties' accrued rights or liabilities or affect the coming into force or the continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after termination, including Clauses 7, 8 & 9.

6.6 In the event that the Interpreter fails to attend an Assignment without notifying Capita or cancels attendance of an Assignment, then the Interpreter may be liable for an Assignment Cancellation Charge which shall be applied in accordance with paragraph 3.2 of Attachment 3. The circumstances under which an Assignment Cancellation Charge may be made by Capita and the means by which it shall be levied are referenced at Attachment 3.

6.7 In the event that Capita cancels an Assignment or in the event that an Assignment is curtailed, then from time to time the Interpreter may be due payment of an Assignment Cancellation Payment. The circumstances under which an Assignment Cancellation Payment may be payable by Capita and the means by which it shall be paid are referenced at Attachment 3.

7. Confidential Information, Data Protection and Intellectual Property Rights

7.1 The Interpreter shall treat as secret and confidential and not at any time for any reason disclose or permit to be disclosed to any person or otherwise make use of or permit to be made use of any information relating to Capita's or Capita's Clients' technology, technical processes, business affairs or finances or any other information relating to an Assignment or Client of Capita where knowledge or details of the information was received during the period of this Agreement or previously. In addition the Interpreter shall at all times adhere to the obligations and provisions relating to confidentiality as set out in Attachment 2.

7.2 Immediately upon completion of an Assignment and prior to leaving the location where the Assignment was fulfilled, the Interpreter shall hand over to an authorised official of the Client all working papers or other material (in whatever format it is stored) and copies provided to it pursuant to that Assignment or prepared by the Interpreter. For the avoidance of doubt this clause shall not apply to timesheets.

7.3 Not used.

7.4 The obligations of confidentiality set out in this Clause 7 shall not apply to material which (i) is in the public domain at the time of disclosure or used by the Interpreter other than by breach of the Interpreter of its obligations under this Agreement; or (ii) is proved (by documentary evidence) to already be in the possession of the Interpreter and at its free disposal prior to disclosure to it by Capita; or (iii) has been received by the Interpreter from a bona fide third party without breach of any obligations by such third party to Capita and with the right to disclose or use the same.

7.5 (a) In order to ensure that Capita complies with the provisions of data protection legislation in force from time to time, the Interpreter shall ensure that all information of a personal nature which relates to Capita or any Capita Group

company (including without limitation any employees of such, any clients of such, or any employees or customers of such clients) or to any Client or individual at the location where the Assignment was fulfilled, and to which the Interpreter has access, is treated with the utmost confidentiality at all times and that all reasonable steps are taken to prevent the unauthorised deletion or amendment, accidental loss, deliberate loss or disclosure of such information.

7.5 (b) The Interpreter acknowledges and agrees that Capita may hold the Interpreter's personal data and use the personal data in the course of its activities in sourcing Interpreters for Assignments. The Interpreter also consents that Capita may disclose the Interpreters personal data to any authorised representative of a Client and/or third party if it deems that to do so is necessary for the appropriate conduct of Capita's business. In doing so Capita shall at all times act in accordance with its obligations under such data protection legislation as is in force from time to time.

7.6 Ownership in any copyright, design rights, trademarks, patents and other intellectual property rights ("Intellectual Property Rights") made or acquired by or on behalf of the Interpreter in the provision of the Assignment, or to which the Interpreter has had access or has had knowledge in the course of or for the purpose of the provision of the Services shall belong to and vest in Capita (or its clients or individuals) at the location where the Assignment was fulfilled as appropriate.

7.7 Where the Interpreter acquires, by operation of law, title to Intellectual Property Rights and such acquisition is inconsistent with the allocation of title set out in Clause 7.6, the Interpreter shall assign to Capita on the written request of Capita (whenever made) those Intellectual Property Rights.

7.8 Nothing contained in this Agreement shall prevent the Interpreter using for any purpose any know-how, experience, skills or techniques gained or arising from the performance of the Services.

8. Non-Solicitation

The Interpreter covenants that it shall not without the prior written consent of Capita during the period of 6 months following the date of expiry or termination of this Agreement ("Termination Date") either directly or indirectly on its own behalf or on behalf of any person: solicit, or accept, or facilitate the acceptance of, or deal with the custom of any person, firm or company with whom the Interpreter has dealt in the 6 months prior to the Termination Date in respect of goods and/or services of a type which in that period were either supplied by Capita or any Capita Group company, or where the Interpreter should reasonably have been aware that Capita or any Capita Group company was in the process of negotiating to supply to the person or persons in question.

9. Indemnities

9.1 Neither party excludes or limits liability to the other party for death or personal injury caused by its negligence or for fraud.

9.2 The Interpreter shall defend, hold harmless and fully indemnify Capita against any loss (including loss of or damage to Capita's property and the property of the Capita's officers, employees or agents), claims, costs, liabilities, damages and expenses, whether direct, indirect, economic, financial, consequential or otherwise, suffered or incurred by Capita or any Capita Clients arising from any wilful default, negligent, wrongful or dishonest (including fraudulent) act or omission by the Interpreter or any breach by the Interpreter of any of the provisions of this Agreement.

9.3 Subject to clause 9.2, in the event that the Interpreter commits a breach of this Agreement or an Assignment and fails to attend an Assignment or series of Assignments in a timely manner or to perform to the standards required in respect of that Assignment or series of Assignments then the Interpreter's liability to Capita in respect of such breach shall be limited to any cancellation fee payable under Clause 6.6 and any Complaint Administration Fee under Clause 3.4b

9.4 Not used.

9.5 Subject to Clause 9.1 and save in respect of any sums payable to the Interpreter in accordance with the terms of this Agreement, Capita shall not incur any liability whatsoever to the Interpreter howsoever arising whether directly or indirectly as a result of the Interpreter providing the Services, including but not limited to any liability arising from any employment-related claim or any claim based on worker status brought by the Interpreter against Capita.

9.6 The Interpreter acknowledges that the Interpreter provided is not an agency worker as defined under the Agency Workers Regulations 2010 (or any equivalent European Union legislation) and that the Agency Workers Regulations 2010 (or any equivalent European Union legislation) do not apply in relation to this Agreement or any Assignment under the Agreement. The Interpreter shall indemnify and shall keep indemnified Capita (or, as the case may be, Capita's Client) against any losses Capita or Capita's Client may suffer or incur as a result of any claim made by or on behalf of any Interpreter under the Agency Workers Regulations 2010 (or any equivalent European Union legislation).

10. Ethical Behaviour

Definitions for the purpose of this clause 10:

"Inducement" shall mean (i) any payment, gift, consideration, benefit or advantage of any kind, which is (or is agreed to be) offered, promised, given, authorised, requested, accepted or agreed, whether directly or indirectly (through one or more intermediaries) which could act as an inducement or reward, for any form of improper conduct by any person in connection with their official, public, fiduciary, employment or business role, duties or functions; and/or (ii) anything that would amount to an offence of bribery or corruption under Applicable Law; and/or (iii) any Facilitation Payment and "Induce", "Induced", "Inducing" and other variants of "Inducement" shall be construed accordingly.

"Public Official" shall mean any person holding a legislative, administrative or judicial position of any kind, whether appointed or elected, including any person employed by or acting on behalf of a public agency, body or state-owned enterprise, a public international organisation (as defined in the UK Bribery Act 2010 and/or any other Applicable Law) or a political party or organisation, or a candidate for any such office.

10.1 The parties shall not, and each party shall ensure that its respective affiliates and personnel shall not induce or do or agree to do any other act, failure to act or thing in connection with the provision of the Services or any other agreement between the Interpreter in providing the Services to Capita and any member(s) of Capita plc, including the performance or award of any such agreement, that contravenes any Applicable Law or requirement of a regulatory authority relating to anti-bribery and corruption or anti-money laundering, including:

- (a) the UK Bribery Act 2010 (and/or the laws and legislation it repeals), the Proceeds of Crime Act 2002, the Theft Act 1968, the Fraud Act 2006 and the Companies Act 2006;
- (b) in the case of a public official, any Applicable Law applicable to the public official in his capacity as such; and
- (c) the principles described in the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed in Paris on 17 December 1997, which entered into force on 15 February 1999, and the commentaries to it (as amended and/or added to from time to time).

10.1.2 The Interpreter undertakes, warrants and represents that it shall act in a manner that shall prevent them doing or failing to do any act or thing that contravenes any Applicable Law or requirement of a regulatory authority relating to anti-bribery and corruption or anti-money laundering, including having in place a gifts and entertainment policy requiring such persons not to undertake, offer, promise, give, authorise, request, accept or agree any Inducement (or to agree to do any of the foregoing).

10.1.3 The Interpreter agrees to notify Capita and confirm the same promptly in writing immediately upon discovering any instance where it has failed to comply with any provisions of this Clause 10.1.

10.1.4 Each party agrees to notify the other as soon as reasonably practicable upon becoming aware of any extortive solicitation, demand or other request for anything of value, by or on behalf of any person (including any Public Official) relating to the Agreement or its subject matter.

10.1.5 Each party shall hold harmless, indemnify and keep indemnified the other party and its successors, assigns, officers, employees and representatives against losses which it suffers or incurs in connection with a breach of Clause 10.1 and/or, in the case of the Interpreter, a breach of Clause 10.1.2. This Clause 10.1.5 shall not require a party to indemnify the party for the amount of any fine constituting a criminal penalty, to the extent that such indemnity would not be permitted by Applicable Law.

10.1.6 From time to time Capita may implement any additions or amendments to the requirements of this Agreement that Capita considers necessary or appropriate to comply with the requirements of, and implement appropriate checks, controls, processes and procedures in relation to, the UK Bribery Act 2010 or any other Applicable Law relating to anti-bribery and corruption or anti-money laundering.

10.2 Without prejudice to the parties' respective obligations to comply with Applicable Law, if the Interpreter receives a request to audit or for information, data, access and/or any other requirement, from any regulatory authority as contemplated by the Agreement:

10.2.1 the Interpreter shall promptly notify Capita in writing of such request;

10.2.2 if Capita considers that the relevant regulatory authority may be acting outside the scope of its lawful authority in making such request, Capita shall notify the Interpreter of the same and the parties shall promptly discuss and agree (acting reasonably) the relevant response to that regulatory authority, provided that if Capita wishes the Interpreter to cooperate with the request notwithstanding any considerations as to the scope of the regulatory authority's lawful authority, the Interpreter shall comply with all instructions of Capita in relation to such request (subject always to the provisions of this Agreement).

11. General

11.1 This Agreement is in substitution for any previous agreements between Capita and the Interpreter.

11.2 This Agreement and the Attachments shall together represent the entire understanding and constitute the whole agreement between the parties in relation to its subject matter and supersede any previous discussions, correspondence, representations or agreement between the parties with respect thereto notwithstanding the existence of any provision of any such prior agreement that any rights or provisions of such prior agreement shall survive its termination. Each Assignment shall be governed by and subject to this Agreement and the Attachments. The term "this Agreement" shall be construed accordingly. This clause does not exclude liability of either party for fraudulent misrepresentation.

11.3 Any waiver of any breach of, or default under, any of the terms of this Agreement by Capita shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of this Agreement.

11.4 If any provision or part of any provision of this Agreement is found by a court or other competent authority to be void or unenforceable, such provision or part of a provision shall be deleted from this Agreement and the remaining provisions or parts of the provision shall continue to have full force and effect.

11.5 Nothing in this Agreement shall be construed or have any effect as constituting any relationship of employer and employee, or worker, or contractor between Capita and the Interpreter, and the Interpreter shall procure that it shall not hold itself out as such.

11.6 Capita shall not be liable for the acts or omission of the Interpreter and the Interpreter shall not by virtue of this Agreement or otherwise be entitled to pledge the credit of Capita to sign any document, enter into any agreement, or make any promise on behalf of Capita save with the prior consent of Capita.

11.7 Nothing contained in this Agreement shall be construed or have effect as constituting a partnership or joint venture or contract of employment between Capita and the Interpreter.

11.8 This Agreement is personal to Capita and the Interpreter and neither may sell, assign, sub-contract or transfer any duties, rights or interests created under this Agreement without the prior written consent of the other.

11.9 This Agreement is not an exclusive agreement, and subject to the Interpreter's obligations in this Agreement, nothing in this Agreement will operate to prevent the Interpreter from engaging in other services.

11.10 None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

11.11 Unless otherwise stated by Capita (where applicable and at its sole discretion) on a case by case basis in respect of an individual Assignment, this Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed and construed in all respects in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English courts.

11.12 Once confirmed, no variation to an Assignment shall be valid unless it is agreed by both of the parties.

**SIGNATURE NOT REQUIRED WHERE THE INTERPRETER SERVICES AGREEMENT IS "CLICK"
ACCEPTED ON LINE**

IN WITNESS WHEREOF the parties hereto have signed by their duly authorised representatives on the date first above written:

| | Signed on behalf of Capita | Signed on behalf of the Interpreter |
|------------|-----------------------------------|--|
| Signature: | | Signature: |
| Name: | | Name: |
| Title: | | Title: |
| Date | | Date: |

:

ATTACHMENT 1

"Assignment Confirmation email" typical example template

From: Capita
Date: dd/mm/yy
To: Interpreters email address
Subject:<Job Reference> Assignment Confirmation

Dear Interpreter

We are pleased to confirm that a new Interpreting Assignment has been assigned to you.

For details on the requirements of this Assignment, please visit the following link as soon as possible.

<Link to - website and individual job details>

Job Information:

| | |
|---------------------------------------|---|
| Job Number | <Job Reference> |
| Job Specific Reference Numbers | <job client reference numbers> |
| Date | Date of assignment / time to assignment |
| Address | Address of assignment |

Please check the details carefully and let us know if there is anything you are unsure about.

Your Commitment to Us

We require you to attend all Assignments that we book with you. It is not acceptable to fail to turn up. If you are not able to attend an Assignment at the designated time you must contact us immediately. Failure to do so may lead to a Cancellation charge being applied.

Always make sure you arrive at the venue on time, leaving enough time for any security checks.

Where quoted please check the details of the non-English speaker and advise us immediately if there is any potential conflict of interest with you taking on this Assignment.

Timesheets

You must obtain an authorised signature on a paper timesheet after each Assignment. Jobs are available for closure on-line via www.capitalinguistportal.com 72 hours after the estimated end time of the Assignment. We are unable to make payment to you until the job is closed and you have accepted your payment on-line as detailed more fully in the Interpreting Services Agreement for the Assignment.

Frequent checks are made by our customers on the times you enter on your timesheets so please make sure you complete these carefully and accurately. You must never overstate the time worked and action will be taken if we find evidence that records have been falsified.

Payment for this Assignment

You will be able to view the estimated payment for this Assignment by accessing the "Estimated Payments" tab via the link above. This estimate has been calculated using the hourly rate for this job and the estimated job duration provided by the client. This is an indicative payment and the final amount paid will be based on the final duration of the job and the actual expenses and fees being due to you.

Please remember:

- Turn up on time,
- Report in as soon as you arrive at the assignment venue and make your presence known to an official,
- Complete your timesheet paperwork accurately.

If you require further information, then please contact a member of our team. Further information about the terms and conditions for this Assignment can also be found on our www.capitalinguistportal.com on our Interpreting Services Agreement.

We wish you every success at this Assignment and we thank you for agreeing to take this Assignment on.

Kind regards
Linguist Relations Team
Capita Translation and Interpreting

ATTACHMENT 2

Interpreter Code of Professional Conduct

Capita Interpreters are expected to work in accordance with the Code of Professional Conduct below.

You shall:-

1. act with integrity and maintain the highest professional standards at all times.
2. be of good character and standing in the community (which may preclude those with certain criminal records).
3. observe absolute confidentiality in relation to every individual Assignment unless otherwise required by law or where disclosure is stipulated by the relevant legislation; this duty extends beyond the completion of the individual Assignment. Particular regard must be paid to confidentiality arising from legal consultations and to ensuring that legal professional privilege is not compromised.
4. never seek to take advantage of any information disclosed during an Assignment.
5. comply with all applicable Data Protection Laws
6. not use any information obtained in the course of an Assignment for any purpose other than as authorised.
7. keep safe any document, recordings or media provided during the course of an assignment, ensure that it is not copied, and is returned at the end of the Assignment. Documents are for the eyes of the Interpreter and authorised staff only, and must not be seen by or shared with anyone else.
8. act impartially at all times and not act in any way that might result in prejudice or preference on grounds of religion or belief, race, politics, gender, gender reassignment, age, sexual orientation or disability other than as obliged to in order to faithfully translate, interpret or otherwise transfer meaning.

9. not give advice, legal or otherwise, to the person for whom you are interpreting, nor enter into discussion with them (other than simple pleasantries, and to confirm language/dialect match or preferred means of communication).
10. disclose to Capita or authorised staff any known or potential conflicts of interest, or any other factor which may make it inappropriate for you to accept a particular Assignment as soon as this is identified.
11. disclose to Capita or authorised staff any relationship with the parties involved in the Assignment or their families as soon as this is identified.
12. disclose any information, including any new or existing criminal records or convictions, which may make you unsuitable for any particular Assignment to Capita as soon as this is identified
13. undertake assignments only for which you are competent (both linguistically and in terms of specialist knowledge or skills).
14. disclose professional limitations in relation to each individual Assignment.
15. always interpret/translate to the best of your ability decline any reward in relation to an Assignment other than the agreed sums payable by Capita.
16. seek to improve your knowledge and skills.
17. not engage in activities which could reasonably be deemed as likely to damage the reputation of the profession of translating and interpreting or the reputation of the Capita client.
18. never sub-contract or attempt to sub-contract work to another party under any circumstances.
19. only discuss your work with the relevant police officers, court officials, healthcare professionals or other appointed officials, and take care to ensure that you are not overheard. Never talk to anyone else in the vicinity of the venue.
20. not stay in a room on your own with the non-English speaker during an Assignment. You should always leave the room when the police officer, advocate, health care professional or other appointed official does so.
21. repeat everything that is said to you by the non-English speaker, without exception. This includes the interpretation of foul language and words of a sexual, sexist or sectarian nature.
22. disclose any previous involvement with the case to an official or to Capita as soon as this is identified.
23. arrive wearing clothing and accessories appropriate to the nature of the assignment to show your respect to the customers, witnesses, victims, prisoners and others you are assisting. Headwear is only acceptable if worn for religious or cultural reasons. Under no circumstances should any of the following be worn:
 - Denim of any kind
 - Shorts ,any sort of beach wear, sportswear or inappropriately revealing clothing
 - Flip-flops
 - Clothing that is dirty or ripped
 - Clothing with large/obvious advertising motifs or branding
 - Any item of clothing or dress that is not deemed appropriate for the type of assignment you are attending.

If in doubt, please check with Capita. Your minimum standard of presentation should be what is deemed "business casual"; for most Assignments "full business" attire is necessary especially when working in a Court or Tribunal setting. Full business attire for men includes the wearing of a tie.

In the event that an Interpreter fails to adhere to this Interpreter Code of Professional Conduct, then Capita may at its sole discretion invoke its Sanctions Policy. The Sanctions Policy can be found on Capita's linguist portal and can be provided via email upon request on a case by case basis.

ATTACHMENT 3

Assignment Management and General Administration

7. ASSIGNMENT OFFERS AND ACCEPTANCE

Each Assignment shall be agreed in the following manner:

1.1 Capita shall contact the Interpreter by way of the linguist portal or email, SMS text or telephone to inform them of an available Job. The Interpreter must confirm acceptance of the Job through their profile on the linguist portal or verbally to a member of Capita staff. In the case of verbal agreement then Capita shall provide electronic confirmation via the linguist portal.

1.2 The Interpreter must not attend an Assignment unless they have received either a "Job Confirmation email" as outlined in Attachment 1 or verbal instruction to do so from a member of Capita staff.

1.3 Any minimum fees payable shall be as described and amended from time to time on Capita's website.

8. ASSIGNMENT AMENDMENTS

2.1. All amendments to Assignments shall be confirmed to the Interpreter by Capita either via email, via telephone or via SMS text.

2.2. If the amended Assignment is no longer acceptable to the Interpreter this must be communicated by the Interpreter to Capita. In the case of a Capita proposed amendment to an Assignment which is scheduled to commence within one working day, the Interpreter shall contact Capita immediately via telephone should the Interpreter not be willing to accept the proposed amendment. The Interpreter shall deliver the Services in accordance with the amended Booking if they have confirmed that they are able to do so in accordance with Section 1.1.

2.3. In the event that the Interpreter is not able to deliver the Services in accordance with the amended Assignment, and has communicated this to Capita in accordance with 2.2 above, then the Assignment shall be cancelled and the Interpreter will have no further obligations or rights in respect of that Assignment.

9. ASSIGNMENT CANCELLATIONS

3.1 Customer Cancellation

By exception, certain customers allow in limited circumstances for an Assignment Cancellation payment to be payable to Interpreters. Where payable, the Interpreter will receive an Assignment Cancellation payment should one or both of the following scenarios occur:

- A cancellation by the client of a future booking that is due to start, prior to midnight on the following working weekday.

- A single day booking with a stated estimated duration of at least five hours that is completed in three and a half hours or less.

An assignment cancellation payment may only be made where an assignment has been cancelled by a Capita client. A cancellation payment shall not be payable in the event that Capita elects to reallocate the assignment to an alternative Interpreter for logistical reasons. Where a Capita client cancels an assignment then in the event that Capita is able to provide the Interpreter an alternative assignment that commences within one hour of the original start time of the cancelled assignment, and the venue for such alternative assignment is within 10 miles of the location of the cancelled assignment, then no cancellation fee will be payable to the Interpreter.

3.2 Interpreter Cancellation

An Interpreter will incur an Assignment Cancellation Charge should either of the following occur:

- An Interpreter notifies Capita of its intention to cancel a future booking that is due to start prior to midnight on the next working weekday; or
- An Interpreter fails to satisfactorily attend an Assignment in a timely manner unless the reason for your failure to attend is as a result of a previous Capita Assignment overrunning.

In the event that an Assignment is overrunning or anticipated to overrun, and if the Interpreter is scheduled to attend a subsequent Assignment which is affected by this, then the Interpreter shall make all reasonable endeavours to advise Capita to this effect.

This Assignment Cancellation Charge may be deducted by Capita from another successfully closed job if the Assignment that generated the cancellation has already been settled.

Full details of the charges and payments are available on the Pricing section contained on Capita's linguist portal.

10. ASSIGNMENT CLOSURE AND PAYMENTS TO INTERPRETERS

4.1 An Interpreter is able to close an Assignment as completed after 72 hours from the estimated Assignment end time in the event that this has not already been done by the Capita client. The on-line timesheet must be completed accurately by the Interpreter and must reflect the times agreed with and signed for by the Capita client on the paper timesheet obtained by the Interpreter at the time of the Assignment. Until the job is closed in accordance with paragraph 4.1 and clause 5.2.2 of the Agreement there will be no payment to the Interpreter

4.2 It is the responsibility of the Interpreter to accept or query all payments that are generated to be paid and that are displayed on the Interpreter's payments list on the linguist portal. Until and unless the payment is accepted there will be no payment made into the Interpreter's nominated bank account.

4.3 An Interpreter must not accept a payment amount if they do not agree with the amount stated. In the event of a dispute the Interpreter shall notify the specific nature and detail of the dispute and further shall present to Capita as evidence, the paper time sheet to include Client signature.

11. COMPLAINT ADMINISTRATION FEE AS AN INTERPRETER

At its sole discretion, Capita reserves the right to levy a Complaint Administration Fee when Capita receives a complaint from a client which upon investigation by Capita staff is upheld. This Complaint Administration Fee may be deducted from another successfully closed job if the Assignment that generated the complaint has already been settled.

12. TRAVEL MILEAGE AND TRAVEL TIME

Travel mileage

Travel mileage policies vary across Capita clients. Some Capita clients allow for mileage to be paid on a door to door basis whilst others will not pay for mileage for the first ten miles of the outward journey and for the first ten miles of the return journey.

6.1.1 Where applicable, Capita will pay an Interpreter a rate per mile for the total miles travelled and only for journeys that are legitimately made. On a single venue Assignment this would be calculated as the door to door mileage (subject to client restrictions as described above), as if travelled by car taking the shortest distance route as displayed on the top line on Google maps.

6.1.2 Where an Interpreter carries out multiple venue Assignments on the same day, mileage will only be payable for the journeys legitimately undertaken.

6.1.3 If an Interpreter wishes to use public transport or taxi, Capita will not reimburse the Interpreter for the cost of such travel and will only pay for mileage as outlined in 6.1.1 or 6.1.2.

6.1.4 The estimated payment in respect of travel mileage displayed on the "Estimated Payments" tab for an Assignment on our linguist portal, or on the job offers issued prior to confirmation of an Assignment, is based on the distance between an Interpreter's home address and the Assignment venue. Capita may where appropriate amend the mileage payment should the starting point or end point of the journey change prior to commencement of the Assignment

6.2 Travel time

Capita will pay Interpreters for travel time based on journeys undertaken (as detailed above) as if the journey was made by car taking the fastest route and time as displayed on the top line on Google Maps. This is payable for any travel undertaken excluding the first hour of each journey (on outgoing and return journeys) and shall be in all circumstances limited to a maximum of two hours for each outgoing and each return journey.

13. CHANGE OF ADDRESS

Should an Interpreter change their home address it is imperative that Capita is informed immediately in order that Capita's systems can be updated.

7.1 The Interpreter shall notify Capita in writing by email and provide evidence of the new address and post code details. Such evidence must comprise at least two of the following: UK Driving Licence with Counterpart; Utility Bill in Interpreter's name, Bank statement in Interpreter's name, Council Tax bill in Interpreter's name, Credit card

statement in Interpreter's name, TV Licence document in Interpreter's name, Insurance certificate in Interpreter's name.

7.2 Should the distance from the original Interpreter address to the new Interpreter address be large enough to affect the calculation of payments for future Assignments, then Capita may elect to either (a) amend payment calculations to reflect a change in address for travel mileage and travel time for booked Assignments that are as yet unfulfilled; or (b) cancel and reassign future Assignments to alternative Interpreters.

I have read and agree to above terms and conditions

3.3 Thebigword interpreting service agreement

DATED

DD MM 201Y

THEBIGWORD INTERPRETING SERVICES LIMITED

- and -
[LINGUIST/ AGENCY NAME]
(2)

INTERPRETING SERVICES AGREEMENT

THIS AGREEMENT is made on

DD MM 201Y

BETWEEN:

(1) **thebigword Interpreting Services Limited** (UK company number 06232449) whose registered offices are at Link Up House, Ring Road, Lower Wortley, Leeds LS12 6AB ("Us", "our", "thebigword"); and

(2) **[LINGUIST/ AGENCY NAME] OF [LINGUIST/ AGENCY ADDRESS]** ("You", "Your")
Unless expressly stated otherwise elsewhere in this Agreement, "You" includes your employees, agents and sub-contractors and, in the case of a company, your directors, shareholders, officers, employees, managers, members, partners, principals and associated or affiliated companies; if you are not a company then your individuals or entities in similar positions. A reference to a company shall include any company, corporation or other corporate entity, or partnership (in its capacity as such), wherever and however incorporated or established.

1. GENERAL

1.1 You are a specialist provider of interpreting services. By this Agreement we offer you work as an approved non-exclusive Linguist offering Services on an ad-hoc basis from time to time. We do not promise to offer any minimum number of Orders to be done by you under the terms of this Agreement. Nor are you obliged to accept any Order which is offered. A contract between you and us ("Contract") will come into being on the offer by us to you of an Order and your acceptance of it and the terms and conditions of this Agreement shall be deemed to be incorporated in the Contract. There is no contractual relationship in place between you and us during the periods between any Contracts.

1.2 A Contract will be subject to the terms of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and a Contract, the terms and conditions of this Agreement shall prevail unless otherwise agreed. All terms and conditions otherwise stipulated by you shall have no effect. Any variation of the Contract must be confirmed in writing by us.

1.3 **WHERE YOU ARE AN AGENCY, PROVIDING SERVICES TO US AND/ OR OUR CLIENTS, THEN THE TERMS OF THIS AGREEMENT APPLY TO THOSE LINGUISTS SUPPLIED BY YOU. YOU SHALL BE RESPONSIBLE FOR ENSURING THAT THEY ADHERE TO ALL THE CLIENTS REQUIREMENTS AND YOU WILL BE LIABLE TO US FOR ANY BREACHES OF THIS AGREEMENT BY THEM AS IF THEY WERE COMMITTED BY YOU.**

1.4 We may at any time propose changes to the terms of this Agreement. If you choose to accept an offer of an Order after we have proposed such changes, you will be deemed to have accepted the relevant changes.

2. PRICE AND PAYMENT

2.1 Unless otherwise expressly agreed by us, fees for the Services shall be fixed for the duration of an individual Contract and shall be inclusive of all charges including, without limitation, charges for insurance and delivery. We may change our pricing policy from time to time and acceptance by you of an Order after any such change has been notified by you will be deemed to be your acceptance of the relevant change.

2.2 Unless otherwise agreed fees are in sterling (£GBP), and are exclusive of sales or value added tax and any other tax or duty if any. Subject to clause 2.3 payment shall be made on the last day of the month following the month in which we receive your correct and complete invoice in accordance with the process set out in Appendix 2. We shall only make payment by BACS (or similar bank transfer. No payment shall be made by cheque.

2.3 In the case of telephone interpreting, payment shall be made in accordance with the Statement (which will bear the Job Order Number)

2.4 All payments will be made on the basis that you are responsible for the recipient's bank charges in respect of the electronic payment. Due to significant bank charges and low value invoices please be aware that thebigword may withhold payment of invoices up to the following aggregate thresholds:

- GBP electronic payment based within the UK £5.00
- GBP electronic payment based outside the UK £15.00
- USD electronic payment \$25.00
- EUR electronic payment €20.00
- Other currency electronic payments £15.00

3. DELIVERY

3.1 The dates for carrying out the Services are of the essence for performance and delay shall entitle us to reject any performance and withhold any fee for the Order in question.

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- 3.2 You shall deliver the Services to us (or to our Client) in accordance with our agreement on each Contract. Neither of us will be liable to the other in any circumstances for the consequences (including by way of example payment of cancellation fee, travelling expenses) of any delay in delivery or performance or failure to deliver or perform if the reason of the delay is due to an act of God, fire, inclement or exceptional weather conditions, industrial action, hostilities, governmental order or intervention (whether or not having the force of law) or any other cause whatever beyond the control of either or both of us or of an unexpected or exceptional nature.
- 3.3 Where the provisions of clause 3.2 do not apply, then, if you do not arrive at an assignment to carry out the specified Services at the allotted time and the assignment does not proceed then you agree that we have the right to reduce the price for the Services as follows:
- 3.3.1 Should a Client notify us that you are late for an assignment and you have failed to give us prior notice and the assignment fails to proceed, we shall withhold payment for this assignment and charge you for the full interpreting fee
- 3.3.2 Late Arrival. Should a Client notify us that you are late for an assignment and you have failed to give prior notice we shall be entitled to claim from you 25% of the interpreting fee if the Client is happy for the assignment to go ahead
- 3.3.3 For any MOJ bookings where you are going to be late, in addition to notifying us you must also notify the representative of the Client. Late Arrival. Should the Client notify us that you are late for an assignment and you have failed to give us prior notice but the assignment proceeds, at our discretion we reserve the right to charge you an administration fee of £10.
- 4. CANCELLATION**
- 4.1 You shall adhere to the terms of our Cancellation Policy which is detailed in Appendix 3 of this Agreement.
- 5. YOUR RESPONSIBILITY AND LIABILITY**
- 5.1 The Services shall be carried out using reasonable skill and care in accordance with the provisions and the spirit of the Code of Conduct which appears in Appendix 1. We strongly urge that you have your own professional indemnity insurance.
- 5.2 You warrant that the Services shall be fit for the purpose specified by us in the relevant Order. If we consider that the Services are not fit for the purpose specified or are, in our reasonable opinion, not fit for transmission to the Client, we shall be entitled to reject the Services and you shall, at our option either take such steps as are necessary to improve the Services or refund payment.
- 5.3 You warrant that you hold the correct level of DBS (Disclosure and Barring Service) or Access NI checks as applicable and you agree to provide evidence of this if we request it. You agree to renew the DBS or Access NI every year and to provide evidence of that renewal as requested by us. You agree to complete a self-declaration if we request one so we can be assured that you are compliant with our Client's contractual requirements.
- 5.4 You acknowledge that the provision of Services by you under a Contract will result in your acquiring confidential information, trade secrets and knowledge about our business, operations, customers, employees and trade connections and those of our customers and Clients. You may also come into direct contact with our customers and Clients. You therefore agree to enter into the restrictions in this clause for the purpose of protecting our legitimate business interests and in particular our confidential information, goodwill and customer connections.
- 5.5 Some material, content and subject matters may be distressing to some people. You may in advance inform us of any subject matter or appointment type which you may find distressing, in order that we can try to avoid these, but you can in any case reject any Order at any time for any reason.
- 5.6 You shall provide us with all necessary access to such information as may be required from time to time in order for us to provide thebigword GMS®.
- 5.7 Complaints handling. We expect that as a professional Linguist you will wish to proactively work with us and respond to any complaints without undue delay. If after investigation or formal quality assurance reviews any of the work is found to be of substandard quality then we reserve the right in our absolute discretion to make a deduction from the fee that has been invoiced by you to reflect the substandard services. If you have already been paid by us then we will require repayment of the relevant part of the fee within 7 days of our request or we reserve the right to make deductions from future payments to you, if we continue to use your services.
- 5.8 You will comply with all health and safety requirements relating to the carrying out of the work under this Agreement. Such requirements include in addition to statutory laws and regulations any codes of practice and British Standards or their equivalent in your jurisdiction relating to health or safety which may be applicable to the performance of this Agreement.

- 5.9 As a professional Linguist we expect that you will take all appropriate steps to ensure that you are not placed in a position where there is or may be an actual or perceived conflict, or potential conflict, between your own financial or personal interests and the duties owed to us under the provisions of this Agreement (which includes any Contract). You shall disclose in writing to us full particulars of any such conflict of interest which may arise.
- 5.10 You agree that you will at our option either delete and/or destroy all goods, documents files and/or reference materials which are the subject of a Contract forthwith upon completion of the work by you as notified by an authorisation of payment by us, or return them to us forthwith at your expense together with all copies, notes or extracts which you then hold in your possession or control
- 5.11 Our software needs to confirm that your computer meets the minimum security standards to protect Client data, for example to validate that anti-virus software is installed and configured correctly and has an up-to-date virus database installed. (Current supported Microsoft Desktop Operating Systems are: Windows Vista, Windows 7, Windows 8). Your computer sends only the required security related data to our systems and no other data is collected, processed or stored during this process.
- 5.12 We reserve the right to request physical evidence that your information technology systems, physical and information security processes are compliant with clause 5.11. Physical evidence could include but is not limited to, documentation or photographic evidence and in some cases an on-site audit. Where audits are required, this is to be no more than once per annum and only upon reasonable prior written notice and agreement, except in case of an emergency (e.g. required by law enforcement agencies). During an audit no other data other than that required to confirm compliance is viewed or collected as evidence (except where required by law). Only the result of compliance or non-compliance to the required standards would be recorded. You have the right to refuse audit, however, but this affords us the right to cease all work with you, including work in progress.
- 5.13 If you are an MOJ Interpreter you agree to undergo an MOJ induction within the first 12 months from accepting assignments from us, culminating in an induction test taking place.
- 6. OUR RESPONSIBILITY AND LIABILITY**
- 6.1 Except where expressly agreed in writing between you and us in a Contract the materials and/or the words to be interpreted submitted by us to you shall not contain anything of an obscene, blasphemous or libellous nature and shall not require you to infringe the copyright or any other rights of third parties.
- 6.2 We undertake to hold you harmless from any claim for infringement of copyright or any legal action which may arise as a result of the proper use by you of the content of the original source materials.
- 7 THEBIGWORD GMS ***
- 7.1 Software Licence**
- 7.1.1 We hereby grant you on and subject to the terms of this Agreement a non-exclusive, non-transferable revocable licence to access the thebigword GMS* solely for purposes of providing services to us.
- 7.1.2 You should not store, distribute or transmit any material through thebigword GMS* that is blasphemous, unlawful, harmful, threatening, defamatory, obscene, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; or promotes unlawful violence, discrimination based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activities.
- 7.1.3 The rights provided under this clause are granted to you only, and shall not be considered granted to any subsidiary or holding companies or any other party.
- 7.2 Software Services**
- 7.2.1 We shall provide you with a unique password, created by us in the first instance and accessible for amendment by the Authorised User, to enable you to have access to thebigword GMS*.
- 7.2.2 You shall ensure that you keep a secure password for use of thebigword GMS* and that you keep your password confidential.
- 7.2.3 You will have to change your password on first use of thebigword GMS* in order to preserve confidentiality. Thereafter it will have to be changed on a regular basis.
- 7.2.4 If we become aware that your password has been provided to a third party, without prejudice to our other rights, we reserve the right to disable such password. Please make an immediate report if there is an unauthorised use of the password.

- 7.2.5 Routine maintenance of thebigword GMS® shall be performed outside Business Hours, unless it is necessary to do this within Business Hours, when we will give you prior notice. In any event we may interrupt thebigword GMS® to perform emergency maintenance during Business Hours.
- 7.2.6 You acknowledge that thebigword GMS® constitutes a valuable asset and trade secret of ours and you further acknowledge that we have an exclusive proprietary right and interest in and to thebigword GMS® and that any information, documents, flow charts, logic diagrams, source code, machine code, test materials, or the like relating in any way to thebigword GMS® is our confidential trade secret information.

7.3 YOU SHALL NOT:

- (a) attempt to duplicate, modify or distribute thebigword GMS® or any part thereof;
- (b) attempt to reverse compile, disassemble or otherwise reduce to human-perceivable form any of thebigword GMS®, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties;
- (c) use thebigword GMS® to provide services to third parties except as otherwise agreed in advance and in writing by us;
- (d) attempt to obtain, or assist others in obtaining, access to thebigword GMS®;
- (e) license, sublicense, sell, resell, transfer (temporarily or permanently), assign, distribute or otherwise commercially exploit or make available to any third party thebigword GMS® in any way;
- (f) modify or make derivative works based upon thebigword GMS®;
- (g) create internet "links" to thebigword GMS® or "frame" or "mirror" any content on any other server or wireless or internet-based device; or
- (h) reverse engineer or access thebigword GMS® for any purpose including without limitation, in order to:
 - (I) build a competitive product or service;
 - (II) build a product using similar ideas, features, functions or graphics of thebigword GMS®; or
 - (III) copy any ideas, features, functions, or graphics of thebigword GMS®.

8. DATA PROTECTION

8.1 You acknowledge that during the performance of your obligations under this Agreement, you may be required to process our Clients' Personal Data. Our Client will be the controller of that Personal Data and we will process it in the capacity of their processor. You will process it in the capacity of a sub-processor. The nature and purposes of the processing to be undertaken, the types of personal data, the categories of data subjects involved and the duration of the processing will be set out in Appendix 4 to this Agreement. You shall only process such Personal Data to the extent required to perform your obligations under this Agreement and any Contract and not further or otherwise.

8.2 You shall comply with your obligations under Data Protection Laws at all times when processing the Personal Data and shall not, by any act or omission, put us or our Clients in breach of any Data Protection Laws. You agree to implement all appropriate technical and organisational measures which are necessary to ensure that your processing of Personal Data will comply with Data Protection Laws.

8.3 In addition and without prejudice to the generality of clause 8.2, you shall (at your own cost):

- (a) only process the Personal Data in accordance with our and/or our Clients' written instructions from time to time, unless otherwise required by law, in which case, you shall (to the extent permitted by law) inform us of that legal requirement before carrying out the processing;
- (b) take all appropriate technical and organisational measures to ensure a level of security for the Personal Data which is appropriate to the risks to individuals that may result from the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Personal Data. Without prejudice to the generality of the previous sentence, you shall also comply with our, and our Client's, data security requirements (if any) notified to you in writing from time to time;
- (c) provide all necessary assistance to enable us/our Clients to fulfil obligations to respond to any requests from our Clients and/or from data subjects and/or any supervisory authority in accordance with Data Protection Laws;
- (d) provide all necessary assistance to enable us/our Clients to comply with obligations under Articles 32 – 36 (Security, Breach Notifications, Data Protection Impact Assessments, Prior Consultation) of the GDPR or any other equivalent obligations under other Data Protection Laws;

- (e) without limiting the generality of clause 8.3(d), inform us immediately in writing if at any time you become aware that: (i) there is a breach or suspected breach of security in relation to any Personal Data; (ii) any Personal Data is or is suspected to be used, disclosed to or accessed by a third party, except in accordance with this Agreement or the relevant Contract; or (iii) any Personal Data is lost, corrupted, destroyed or otherwise rendered unusable (a "Data Breach"). This shall include providing a description of (and the approximate volume of) the Personal Data and the data subjects affected, the nature of the Data Breach, the likely consequences of the Data Breach and the measures taken and/or proposed to be taken to address the Data Breach and such further information as we/our Client requests from time to time. You shall, at your own cost, immediately take such actions as we/our Client shall require to remedy the Data Breach and to avoid or minimise potential loss, damage or distress to affected individuals. You shall also reimburse us and our Client for all reasonable legal and other costs, incurred in connection with such Data Breach or suspected Data Breach and any associated remedial action (including without limitation any costs associated with the investigation of the issue, notifications to affected individuals, the Office of the Information Commissioner and other supervisory authorities, provision of fraud/identity theft prevention services to affected individuals and any other activities undertaken to remedy or minimise the impact of the Data Breach);
- (f) within 24 hours of the expiration or termination of the provision of the Services, or on request by us at any time, at our choice, immediately return and/or securely and permanently erase all Personal Data (including any copies of it) in your possession or control;
- (g) make available to us/our Clients all information, documentation and assistance that we/our Clients request from time to time to enable us/our Clients to: (i) verify that you are in compliance with these terms; and/or to (ii) enable us to comply with our contractual obligations to our Clients and/or to respond to any requests from our Clients and/or (iii) to enable us/our Clients to comply with any obligations under Data Protection Laws and/or to respond to any requests or requirements of any applicable regulator; and
- (h) permit us/our Clients or third party auditors appointed by us/our Clients, (subject to such third party auditors being bound by appropriate confidentiality obligations), to audit your compliance with this clause 8 upon reasonable notice. We/our Clients shall not be required to provide reasonable notice in the event of an actual or suspected Data Breach. You shall provide us/our Clients (and our/our Clients' third party auditors) on request with all necessary information and access to your premises, records and systems as may be required for the purposes of these audits. In the event that the audit reveals a material breach of this Agreement or any Contract by you, you shall reimburse us/our Clients for all reasonable costs incurred in relation to carrying out the audit.

8.4 For the purposes of this clause 8.4 only, "you" shall mean the Linguist agency or individual Linguist (as applicable) that is party to this Agreement and its employees (if any) only.

In addition and without prejudice to the generality of clause 8.2, (at your own cost) you:

- (a) shall not engage a sub-processor or authorise any other third party (other than your own employees) to process the Personal Data unless you have obtained our prior written consent (which may be granted or withheld at our sole discretion) and the proposed sub-processor has either entered into a written contract with us or with you which imposes obligations on the sub-processor which are equivalent to those imposed on you in clause 8 of this Agreement. For the avoidance of doubt, you shall remain liable for the acts and omissions of your sub-processors as if they were your own;
- (b) shall not transfer any Personal Data to or allow access to it by, a third party outside the EEA, including but not limited to an agent, sub-contractor or associated or affiliated company, without our prior written consent and subject to the implementation of such measures and the conclusion of all necessary documents as are required to enable us/our Clients to comply with Data Protection Laws in relation to such transfer; and
- (c) agree that if you process (including but not limited to accessing it) Personal Data (which originated in the EU) in any location outside of the EEA, you will comply with the obligations of a data importer set out in the Standard Contractual Clauses (a copy of which is contained in Appendix 5 of this Agreement), in relation to such processing. By signing this Agreement, you (as the 'data importer') are entering into the Standard Contractual Clauses with us, on behalf of our Client

(as the 'data exporter'). You further agree that you will, promptly on request at any time, execute a set of the Standard Contractual Clauses (including but not limited to completing Appendix 2 of the Standard Contractual Clauses to our satisfaction) either with us, or directly with our Client, to evidence your agreement to comply with the obligations contained in them as a data importer.

8.5 You shall ensure that:

- (a) access to the Personal Data is limited to you/those of your employees who need access in order to meet your obligations under this Agreement or the relevant Contract (together the "Authorised Personnel"); and
- (b) all Authorised Personnel are appropriately trained in the handling of personal data, are informed of the confidential nature of the Personal Data and are bound by appropriate confidentiality obligations when accessing it.

You shall also take reasonable steps to ensure the reliability of all Authorised Personnel.

8.6 If at any time, in our opinion, we need to amend this clause 8 in order to comply with our obligations under Data Protection Laws, or our contractual obligations to our Clients you agree to enter into a written variation of this Agreement to make the amendments which in our opinion are required.

8.7 You agree to fully indemnify and keep indemnified and defend at your own expense us against all costs, claims, damages and expenses incurred by us or for which we may become liable due to any failure by you or your employees, sub-contractors and/or agents to comply with any obligations under this clause 8, the Data Protection Laws, or our instructions when processing the Personal Data.

9. COPYRIGHT AND CONFIDENTIALITY

9.1 ALL INFORMATION, ADVICE AND DOCUMENTS PROVIDED BY US TO YOU IN CONNECTION WITH THIS AGREEMENT AND ANY CONTRACT INCLUDING ANY INFORMATION ADVICE AND DOCUMENTS RELATING TO ANY OF OUR CLIENTS ("THE DOCUMENTS") SHALL BE DEEMED CONFIDENTIAL AND SHALL REMAIN OUR PROPERTY (WHETHER LICENSED OR OTHERWISE) ALONG WITH ALL INTELLECTUAL PROPERTY RIGHTS THEREIN. YOU SHALL NOT, WITHOUT OUR PRIOR WRITTEN CONSENT, MAKE USE OF OR DISCLOSE THE DOCUMENT EXCEPT TO THE EXTENT NECESSARY TO IMPLEMENT A CONTRACT OR WHERE REQUIRED BY LAW. YOU SHALL NOT DISCLOSE TO ANY OTHER PARTY THE FACT THAT YOU ARE WORKING ON A CONTRACT. IF YOU ARE WORKING OR HAVE WORKED ON A CONTRACT WITH THE UK GOVERNMENT AND YOU RECEIVE A REQUEST FOR INFORMATION PURSUANT TO THE FREEDOM OF INFORMATION ACT, YOU AGREE THAT YOU WILL NOT PROVIDE THE INFORMATION REQUESTED BUT YOU WILL ADVISE US OF THE REQUEST FORTHWITH.

9.2 All Services created by you in connection herewith or otherwise on our or our Clients' behalf shall be considered "works made for hire", as that term is commonly used with respect to copyright, patent and other intellectual property rights, and shall, upon creation, be owned exclusively by us.

9.3 You give consent to being recorded during any Telephony or Face to Face Interpreting at our discretion or that of the Client

9.4 The provisions of this clause 9 shall survive the termination of this Agreement and/or any Contract.

10. TERMINATION

10.1 We may at any time remove you from our list of approved Linguists in which case clause 10.2 below will apply. You may request to be removed from the list of approved Linguists by giving written notice of the removal in which case clause 10.2 will also apply.

10.2 In the event this Agreement terminates or expires for any reason:

- (a) all licences granted by us to you under this Agreement shall immediately terminate and;
- (b) you shall return and make no further use of any documents, equipment, property, materials and other items (and all copies of them) belonging to us or our Clients.

11. COMPETENCE

11.1 You shall provide evidence of your Linguistic competence, technical specialisms, and proof of qualifications where appropriate, by making available the names of referees and undergoing assessment as determined by us.

11.2 You shall refuse work which you know to be beyond your competence, either Linguistically, physically or due to lack of specialist knowledge.

12. STATUS AND INDEMNITIES

12.1 Nothing contained in this Agreement or in any Contract shall be construed or have effect as constituting any relationship of employer and employee between us and you and nothing in this Agreement or in any Contract shall make you an employee or a worker (as defined in Equality Act 2010, the Employment Rights Act 1996, the Working Time Regulations 1998 or elsewhere) of ours. You acknowledge and agree that you are a self-employed person carrying out a business undertaking and we are a customer of that undertaking.

12.2 Nothing in this Agreement shall constitute you acting as an agent of ours. You shall not have any right or power whatsoever to contract on behalf of or to bind us in any way in relation to third parties unless specifically authorised to do so by us and shall not hold yourself out as having any such authority.

12.3 Nothing contained in this Agreement shall constitute a partnership or joint venture between us and you.

12.4 This Agreement constitutes a contract for the provision of services and not a contract of employment. You are not an employee or worker of ours or any of our Clients. As such, you shall bear exclusive responsibility for the payment of any National Insurance, income tax and any other form of taxation or social security cost ("Taxation") in respect of payments made to you under this Agreement. You shall indemnify and keep indemnified us against any liability, loss, damage, cost, claim or expense we suffer or incur as a result of any claims against us for such sums and other claims arising out of you being found to be an employee of or worker of ours (including, without limitation, any claims against us for any Taxation and other contributions required by law to be paid in respect of any payments made to you under this agreement and/or any claims for notice or redundancy pay or unfair dismissal and/or any claims for holiday pay).

13. DISPUTE RESOLUTION

13.1 Any dispute (other than those arising from your removal from our list of approved freelance Linguists) will be dealt with in accordance with this clause.

13.2 If a party believes that a dispute has arisen, it must promptly provide any other parties with a written notice setting out material details of the dispute. The parties must not start arbitration or court proceedings in relation to a dispute until they have followed the alternative dispute resolution procedures set out in this clause.

13.3 On receipt of a notice of dispute, the parties must use their best efforts, in good faith, to resolve it by negotiation.

13.4 If the dispute is not resolved by negotiation within 21 days (or longer period agreed by the parties), a party may give written notice terminating the negotiations and may commence an arbitration procedure whereby each party agrees to the appointment of an arbitrator to be chosen by the International Federation of Translators or its affiliated organisation in your jurisdiction, and both parties agree to be bound by the decision of the arbitrator.

14. ENTIRE AGREEMENT

14.1 This Agreement and any documents referred to in it, constitute the whole Agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.

14.2 Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to these terms and conditions or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

15. ASSIGNMENT

15.1 You shall not, without our prior written consent, and subject to clause 8 assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights or obligations under this Agreement.

15.2 We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under this Agreement.

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16. SECURITY CLEARANCE AND VETTING

- 16.1 If at any point in the future the Government's policy on security clearance and/or vetting for personnel is amended or replaced (whether by security clearance or by alternative Government arrangements), you shall ensure that you are fully aware of the changes and you shall comply with the new arrangements once they are enforced.
- 16.2 Costs for the above shall be borne by you. Neither the Client nor we accepts liability for costs incurred in the process of obtaining such disclosure certification unless otherwise agreed.
- 16.3 If and when requested by us, you shall provide us with your National Insurance number, periods of employment, immigration status and tax exemption certificates as well as any other documentation which we may reasonably request.

17. MISCELLANEOUS

- 17.1 Neither this Agreement nor any Contract, whether in whole or in part, shall be sub-contracted by you without our prior written approval and subject to clause 8.4.
- 17.2 The Agreement and any Contract (and any proceedings whereby one party might be entitled to join the other as a third party) shall be governed by and construed in all respects in accordance with English law and the parties hereby submit to the non-exclusive jurisdiction of the English courts.

18. DEFINITIONS

In this Agreement, unless the context requires otherwise:

"**Authorised Users**" means your employees and independent contractors who are entitled to use 'thebigword GMS®' under this Agreement as agreed in writing between the parties

"**Business Hours**" means 8.00am to 6.00pm

"**Client**" means the third party commissioning the Services.

"**Contract**" means when an order is submitted by us to you and you accept it. The terms and conditions of this Agreement shall be deemed to be incorporated in the Contract.

"**Data**" means the data input into the information fields of thebigword GMS® by you or your Authorised Users, on our behalf or by us.

"**Dispute**" means any dispute, controversy or claim by you arising out of or relating to this Agreement

"**EEA**" means the European Economic Area, which consists of the European Union and also Iceland, Liechtenstein and Norway.

"**Effective Date**" means the date of this Agreement

"**Interpreting Fee**" means the fee to be paid to you under the relevant Contract as agreed between us.

"**Linguist**" means someone who provides the Services

"**MOJ**" means HM Government's Ministry of Justice

"**MOJ Booking**" means a booking for our Ministry of Justice contract

"**MOJ business hours**" means 7.00am to 7.00pm

"**Mystery Shopping**" means a type of assessment which may be undertaken by the thebigword or an independent body to assess whether the Services are being performed by a Linguist in accordance with specific contractual requirements.

"**Order**" means an order from us for the Services to be provided by you. Such orders must include a timesheet which to be effective must have a job order number on the face of it ("**Job Order Number**").

"**Quality Assurance Review**" means a review of an interpreting assignment undertaken at the request of thebigword by an independent Linguist

"**Safeguarding**" means protecting people's health, wellbeing and human rights, and enabling them to live free from harm, abuse and neglect. It is fundamental to creating high-quality health and social care.

"**Services**" means any interpreting and/or such other services that may be provided by you to us performed by you at our request.

"**Standard Contractual Clauses**" means the standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC of the European Parliament and of Council, a copy of which is contained in Appendix 5 of this Agreement.

"**Statement**" means a summary prepared by us on a monthly basis of the Telephone Interpreting Services provided by you to us as itemised on a per minute basis.

"**Timesheet**" means the original, unaltered document sent to you by thebigword. Alterations include removing the photograph or any details, handwriting details or altering the layout of the details provided by us.

"**thebigword GMS®** (Globalisation Management System) means any version of our electronic job submission systems which may be provided to you from time to time under the terms of the software licence in this agreement.

APPENDIX 1

CODE OF CONDUCT

All definitions are to be found in clause 18 of the Interpreting Service Agreement

This Code of Conduct outlines behaviours, processes and procedures which in addition to the other obligations in our Services Agreement we, thebigword, expect from our Linguists.

Our intention is that you will work in a safe, professional, legal and ethical manner and in a way that demonstrates corporate social responsibility.

In order to provide services to thebigword, our Clients require you to comply with this Code of Conduct.

The content of the Code also takes into account our Clients' values & principles, with particular emphasis on safety, taking personal ownership for our actions and openly communicating, which we share.

1. Our Clients require you to take all reasonable steps to ensure complete, accurate and faithful provision of your services to the best of your ability and render exactly the idea and form of the original content: intervening only to prevent potential misunderstandings. In exceptional circumstances a summary (which must not distort in anyway the meaning of what has been said) may be given if requested by the Client.
2. Our Clients require you to take all reasonable steps to ensure complete and effective communication and carry out any consultation that may be necessary, for example on terminological difficulties, Linguistic variations, specialist skills and/or relevant cultural and political realities in relation to the content concerned. You shall inform the Client where difficulties are encountered with dialect, technical terms or lack of relevant background knowledge which may impair your ability to carry out the assignment. If these issues cannot be resolved to the satisfaction of the Client you shall withdraw may be from the assignment.
3. Our Clients require you to undertake only those assignments you are competent to perform and accept personal responsibility for behaving professionally, impartially, ethically and with integrity and fairness. You must be fluent in and demonstrate a comprehensive understanding of the written and spoken form of both languages; including regional dialects, colloquialisms, idiomatic expressions and technical terms.
4. In everyday business transactions our Clients require you to be even-handed and fair without deception or dishonesty in your dealings with Clients, suppliers, us and others with whom you will work.
5. Our Clients require you to disclose any previous involvement or any conflict of interest or potential conflict of interest with a party or any member of that party's family as well as any information which might make you unsuitable for a particular assignment.
6. Our Clients require you to immediately notify the Client and us of any prior relationship with any party to proceedings in a particular assignment.
7. Our Clients require you to immediately notify the Client and us of any previous involvement with a particular assignment.
8. Our Clients require you to disclose to the Client and us if you have had any previous involvement in relation to the same case even if this is through another Client.
9. Our Clients do not want you to take personal advantage of any information obtained in the course of your work or use any information obtained in the course of an assignment for any purpose other than as authorised.
10. Our Clients require you to endeavour to complete work by agreed deadlines and in accordance with other agreed terms and you must not, other than in exceptional circumstances, withdraw from or fail to complete an order of work once accepted, without reasonable notice to thebigword.
11. Our Clients require you to not receive or accept any form of reward or gift for work carried out, other than the agreed fee from thebigword.
12. Our Clients require you to undertake continual professional development in order to offer the highest possible standard of work by maintaining and updating your language/ technical skills, subject knowledge, or any other indispensable skills or knowledge. You shall inform us of any formal professional development you have completed.
13. Our Clients require you to be of good character and not engage in any anti-social behaviour (including impairment through drugs or alcohol, social misconduct, violence, intimidation or abusive behaviour).
14. Our Clients require you to comply with current Data Protection legislation and regulations by treating any information received during the course of your work as confidential and not to be divulged to any other party without the express permission of the Client. The duty of confidentiality shall not apply where disclosure is required by law.

15. Our Clients require you to keep any documents, recordings or media provided by thebigword or any parties involved in the assignment safe and ensure that they are not copied and are returned after the assignment. You shall ensure that material is used only for the purpose authorised by the Client. Documents are for your eyes only and must not be seen or shared with anyone else.
16. Our Clients require you to observe, have regard for and respect the known cultural background, customs, values, spiritual beliefs and protocols relevant to a particular type of assignment and its participants. You must not discriminate between parties (to their advantage or disadvantage) or act in any way that might result in prejudice or preference on grounds of sex, disability, age, gender reassignment, sexual orientation, religion, political belief or affiliation, belief or race.
17. Our Clients require you to not sub-contract or delegate any assignment or part of any assignment to another interpreter or agency without our prior written approval, nor accept any delegated work.
18. Our Clients require you to notify thebigword in writing of any fundamental changes to your circumstances e.g. change of name; change of address; change of bank account details for payments, (impending) change of professional membership status and adverse change to your health which may affect your ability to perform your duties.
19. Where our Clients require you to hold a Baseline Personal Security Standard (BPSS) clearance you will provide us with such information as shall be required so that you can hold the clearance. You authorise enquiries to be carried out in accordance with BPSS screening process and agree to assist with the screening process. If it is necessary for you to undergo enhanced security vetting procedures, in addition to the BPSS process, you authorise the process to procure this vetting and agree to cooperate with the process.
20. Where the provisions of the Official Secrets Act 1989 and/or the Modern Slavery Act 2015 apply, our Clients require you to agree to abide by each of them.
21. Our Clients require that you do not give advice, legal or otherwise, to the person for whom you are you are interpreting or enter into discussion with them (other than to confirm language/dialect match).
22. Our Clients require you to always have available, if you are on Face to Face assignments, photographic proof of your identity. If you are issued with a pass by us you must bring it with you to all assignments, we reserve the right to charge you if you require a replacement pass. If you cease working with us you must return the pass at your expense. You will not tamper with any timesheets or passes by removing the photograph. If you do not have your ID badge the Client may refuse to allow you to attend the assignment, this may be classed as non-attendance.
23. Our Clients require you to ensure you arrive at the venue in readiness to commence interpreting at the time requested, you must inform the appropriate member of staff of your arrival so the time can be recorded accurately; you must ensure you arrive at the venue with your official thebigword timesheet. You must ensure all timesheets, either paper or E Time sheets are approved by the appropriate member of Client staff before leaving the venue.
24. If, in the course of your work, you are involved in a potential Safeguarding issue involving a child or vulnerable adult, or have concerns about any aspect of the assignment you are undertaking, our Clients require you to raise these concerns in an appropriate manner to the responsible person leading the assignment or the relevant Authority, understanding that the matter may need to be handled sensitively and in confidence.
25. Our Clients require you to ensure that you understand the procedures and protocols of the relevant Client from whom you accept assignment.
26. Our Clients require you to agree to take an oath or give an affirmation before and/or after assignment if directed to do so.
27. Our Clients require you to inform any Client and us where difficulties have been encountered with dialect, technical terms and/or background knowledge.
28. Where an environment is not conducive to interpreting, our Clients require you to raise concern with the Client.
29. Our Clients require you to cooperate with their quality assurance process through participation in the mystery shopping assessments, spot check assessments and in person assessment processes.
30. Our Clients require you to remain for the entire duration of the assignment until released by the Client.
31. Our Clients require you to dress appropriately for all assignments undertaken by you. If your appearance could be considered inappropriate, you may be removed from the assignment. We reserve the right to classify this as a non-attendance.
32. Our Clients require you to disclose to the Client and us any criminal record or other adverse information. At the discretion of the Client and/or us, individuals with a criminal record may be precluded from receiving particular assignments.
33. Our Clients require you to respond within the required timescale to any allegations of misconduct or departure from the Code of Conduct.

You will be paid for the actual time booked, if longer than the actual assignment duration. If for example, your time is booked for 2 hours and the assignment lasts 1 hour, you will be paid for 2 hours. All bookings lasting longer than one hour will be paid in 15 minute increments. Where a booking lasts less than one hour we will still pay you for a minimum one hour.

All Face to Face Interpreting assignments for the Ministry of Justice will be paid by us on the basis of the actual worked duration (i.e. not booked duration), with a 1 hour minimum, and 15 minute increments thereafter. Curtailment fees are detailed in Appendix 3 of this Agreement. You will be paid from the booked start time unless you are late for the assignment.

Telephone Interpreting Payment shall be made in accordance with the Statement (which will bear the Job Order Number).

Payment shall be made on the last day of the month in which an invoice is raised via thebigword GMS® during the invoicing window of the same month.

If an E-Invoice is not received from you via thebigword GMS® within 60 days of the job being authorised by us, we shall have no liability to you in respect of that E-Invoice. Such E-Invoices shall bear the Job Order Number.

APPENDIX 3

RATES, TRAVEL POLICY AND CANCELLATION

All your bookings with us will note clearly at the time of the offer of work if they are IMS bookings, MoJ IMS.Direct bookings or non-MoJ IMS.Direct bookings

1. IMS Bookings

1.1 Rates

Your hourly rate is as agreed and listed on your IMS profile

1.2 Travel Policy

A travel supplement will be paid when you are required to travel more than 5 miles straight line distance from your registered postcode in London and more than 10 miles from your registered postcode outside of London. The supplement rises incrementally the further you travel, as follows:

Venue of assignments inside London (within M25)

| | |
|--|------|
| <5 miles | £0 |
| 5.01-10 miles | £5 |
| 10.01-20 miles | £12 |
| 20.01-35 miles | £28 |
| 35.01-50 miles | £35 |
| 50.01-75 miles | £45 |
| 75.01-100 miles | £60 |
| 100.01-125 miles | £75 |
| 125.01-150 miles | £100 |
| <i>Bookings exceeding 150 miles will be discussed on an individual basis</i> | |

Venue of assignments outside of London:

| | |
|----------------|-----|
| <10 miles | £0 |
| 10.01-20 miles | £12 |
| 20.01-35 miles | £28 |
| 35.01-50 miles | £35 |

| | |
|--|------|
| 50.01-75 miles | £45 |
| 75.01-100 miles | £60 |
| 100.01-125 miles | £75 |
| 125.01-150 miles | £100 |
| <i>Bookings exceeding 150 miles will be discussed on an individual basis</i> | |

- a. London assignments will be broadly defined as within the M25 geographical area; the applicable zone will be specified when placing the assignment.
- b. The postcode of the booking assignment location defines whether London pricing applies, not the postcode of your home address.
- c. Your home address is based on the postcode of the address you have registered with thebigword.
- d. The travel distance is calculated in a straight line.
- e. We will specify the supplement amount payable at the time an assignment is offered (via either SMS or phone), and this is non-negotiable once a booking has been accepted.
- f. Your assignment confirmation email will include details of any travel supplements and amounts applicable.
- g. Payment details will be available on your GMS® portal, including details of any travel supplements and amounts applicable.
- h. No additional payment requests after a booking is accepted (for example mileage, parking, disbursements) will be applicable.
- i. Any exceptions to this policy must be agreed in writing prior to a booking.

1.3 Cancellation Policy Face to Face Interpreting only

Client or we cancel the booking

If we or a Client cancels an Order 24 hours before the assignment, and we are unable to find you suitable alternative work for the same time and at the same fee, we shall pay you 50% of the minimum fee. We will not pay for travel.

If we or the Client cancels an Order after the start time of the assignment, we shall pay you the minimum fee and pay any agreed travel supplement.

If the Client is not in attendance and has not sent an official notification to thebigword that the order has been cancelled you are expected to stay at the venue for the full booked duration or until notified otherwise by thebigword.

Linguist cancels the booking (Spoken and Non Spoken Languages)

Cancellation of a booking less than 24 hours prior to the assignment. At our discretion we shall be entitled to claim 50% of the proposed interpreting fee from you.

Cancellation of a booking between 24-48 hours the day before the assignment. At our discretion we shall be entitled to claim 25% of the proposed interpreting fee from you.

If you cancel an agreed assignment at any time (but longer than 24-48 hours) we shall be entitled to claim 10% of the proposed interpreting fee from you.

If you fail to notify us of your cancellation prior to the booking we will apply the cancellation policy as above and it may also result in you being immediately removed from our database.

At the discretion of thebigword excessive cancellations we may remove you from our database of Linguists

1.4 Linguist – Non-attendance

If you fail to notify us of a cancellation in advance of the booking we will not pay you for the booking and we may charge you the full proposed interpreting fee.

1.5 Cancellation Policy Conference Interpreting

If it proves impossible for you to find alternative work, cancellation fees will be payable by us to you according to the following scale (unless the provisions of clause 3.2 of the Agreement apply):

- 1.5.1. if we or the Client cancels between 2 weeks and 3 weeks before the date on which the Services are due to begin, 50% (fifty per cent) of the anticipated fees;
- 1.5.2. if we or the Client cancels between 1 week and 2 weeks before the date on which the Services are due to begin, 75% (seventy-five per cent) of the anticipated fees;
- 1.5.3. if we or the Client cancels less than 1 week before the date on which the Services are due to begin, the full anticipated fees including expenses.
- 1.5.4. at any time you shall actively seek alternative work of a similar nature and at a similar location to replace the cancelled assignment. Should you or we find you alternative work for the same period of time and at a fee within a margin of 10% of the original fee, you agree that we will not pay you cancellation fees for the original cancelled assignment. If the fee is more than 10% below the fee you would have earned, we will pay you the difference between the actual fee paid and the fee you would have received.

If you cancel, we reserve the right to claim 100% of your anticipated fee, at our discretion.

1.6 Cancellation Policy Non Spoken Languages

- 1.6.1. if we or a Client cancels an Order within:
 - 0-7 days' before the date on which the Services are due to begin; we will pay you 100% of the minimum anticipated fee.
 - 8-14 days' before the date on which the Services are due to begin; we will pay you 50% of the minimum anticipated fee.
 - Over 14 days before the date on which the Services are due to begin; no fee will be payable.

1.7 MoJ IMS.Direct Bookings

1.7.1 Rates and Travel Policy

Rates and travel policy are as per the below rate card.

| Rate Type | Amount | Description |
|---------------------------|--|---|
| Hourly rate | Standard = £18 Complex = £24 Complex Written = £29 | As per descriptions in the welcome pack/minimum requirements |
| Out of hours uplift | 20% + Hourly rate | (Out of hours premium, paid on all hours that are between 7pm and 7am, or Saturday, Sunday UK Bank holiday) |
| Security uplift | SL4 = 30% + Hourly rate SL3 = 10% + Hourly rate SL2 = 5% + Hourly rate | SL4 = Security clearance to developed vetting level (DV) SL3 = Security clearance to security check (SC) standard SL2 = Counter Terrorism Check (CTC) Level clearance |
| Urgency uplift | T0 = 50% + Hourly rate T1 = 50% + Hourly rate T2 = 25% + Hourly rate | Some jobs will attract an urgency bonus. This will be at the discretion of the MOJ and thebigword |
| Travel mileage Supplement | 20p per mile | Paid on all interpreting jobs and automatically calculated by our systems. It is paid both to and from a job, excludes the first 5 miles each way and is capped at 200 miles. |
| Travel time Supplement | £10 per hour | Paid on all interpreting jobs and automatically calculated by our systems. It is paid both to and from a job, excludes the first 60 minutes each way and is capped at 2 hours (£20) |
| Job Value | Hourly rate x Duration + (Hourly rate x Out of hours x Duration) | This is how your pay for each job is calculated |

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| | | |
|--|---|--|
| | + (Hourly rate x Security uplift x Duration) + (Hourly rate x Urgency uplift x Duration) + Travel mileage + Travel time | |
|--|---|--|

1.7.2 Cancellation Policy MOJ

a. If the MOJ or we cancel the booking

If we or the Client cancel a booking after 9am the day before the booking, we will pay you £50.00. We will not pay for incidentals or travel.

If we or the Client cancel a booking before 9am the day before the booking no fee or expenses will be payable.

b. Linguist cancels booking

If you cannot attend a booking you must notify us immediately.

If you do not attend an appointment you will not be paid for the assignment and in addition we may charge you £50.00.

If you fail to attend more than 3 bookings we may cease working with you and remove you from our database.

If you cancel any booking within 28 days of the date of the booking then we may charge you £10.

If you cancel a booking after 9am the day before the booking, we may charge you £30.

All cancellation charges made by us are at our discretion.

c. Client (MOJ) or we curtail a booking

For the avoidance of doubt, a curtailment fee is a fee applied if a booking commences but does not last the length of the booked duration or where the booking does not commence but you have arrived at the venue.

Where applicable, you will be paid for your actual time in line with clause 2.1 Rates and Travel above and you will be paid an additional fee of £32 if a booking is curtailed. The curtailment fee will apply if either the following two situations arise.

1) Single day booking of 5 or more hours. A curtailment fee will be applicable if the booking concludes in under 3 ½ hours.

Examples - using standard rate (£18) assignment:

| Booked hours | Concludes After (Hours) | Standard Rate | Curtailment | Total fee (exc Travel) |
|--------------|-------------------------|----------------|-------------|------------------------|
| 8 | 3 | 3h x £18 = £54 | Yes £32 | £86 |
| 8 | 4 | 4h x £18 = £72 | No | £72 |

2) For a multi-day booking – An additional curtailment fee will be applicable:

- on any day which concludes in under 3 ½ hours; or
- the booking concludes (no further requirement for a Linguist) on any day prior to the last day booked. A curtailment fee will be applicable only to the first day where work is not required on the assignment.

To avoid any doubt, only one of the above criteria will be applied to any assignment.

Example 1- using standard rate £18 – any day that concludes in under 3 ½ hours

| | Day 1 | Day 2 | Day 3 | Day 4 | Day 5 | Day 6 | Day 7 |
|--------------|-------|-------|-------|-------|-------|-----------|-----------|
| Booked Hours | 8 | 6 | 6 | 7 | 8 | Cancelled | Cancelled |
| Actual Hours | 8 | 3 | 6 | 3 | 4 | 0 | 0 |

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| | | | | | | | |
|--|---------|--------|---------|--------|--------|-------|-------|
| Rate | £144.00 | £54.00 | £108.00 | £54.00 | £72.00 | £0.00 | £0.00 |
| Curtailment fee <i>Only paid if the Linguist does not work for 3 1/2 hours that day.</i> | £0.00 | £32.00 | £0.00 | £32.00 | £0.00 | £0.00 | £0.00 |
| Total | £144.00 | £86.00 | £108.00 | £86.00 | £72.00 | £0.00 | £0.00 |

Example 2

| | Day 1 | Day 2 | Day 3 | Day 4 | Day 5 |
|--|---------|---------|---------|--------|-------|
| Booked Hours | 8 | 6 | 6 | 7 | 8 |
| Actual Hours | 8 | 6 | 6 | 0 | 0 |
| Rate | £144.00 | £108.00 | £108.00 | £0.00 | £0.00 |
| Curtailment fee <i>Only paid if the Linguist does not work for 3 1/2 hours that day.</i> | £0.00 | £0.00 | £0.00 | £32.00 | £0.00 |
| Total | £144.00 | £108.00 | £108.00 | £32.00 | £0.00 |

With respect to curtailment if it is a multiday assignment you will not be paid both a curtailment and a cancellation fee, you will only be paid for curtailment.

d. Linguist – Non-attendance (MOJ)

If you fail to notify us in advance that you cannot attend a booking, we will not pay you for the booking and we may charge you £50.

e. On-Site Cancellation

Where you attend an assignment and find out on your arrival that your services are not required, we will classify such assignment as fulfilled and we will pay you the minimum of one hour plus a travel fee and curtailment if the booking is eligible for curtailment.

1.8 Non MoJ IMS.Direct Bookings

1.8.1 Rates, Travel Policy and Cancellation Policy

Rates, travel policy and cancellation policy are as per the below rate card.

| Rate Type | Amount | Description |
|---------------------------|--|---|
| Hourly rate | Band 3 = £20 Band 2 = £17 Band 1 = £14 | Band 3 – Where the Clients booking requires a Linguist qualified to a DPSI level or equivalent Band 2 - Where the Clients booking requires a Linguist qualified to a Community Interpreting level 3 or equivalent Band 1 – Any other work |
| Travel mileage supplement | 40p per mile | Paid on all interpreting jobs and automatically calculated by our systems. Its paid both to and from a job, excludes the first 5 miles each way and is capped at a 400 mile round trip (200 miles each way) |
| Duration | You will be paid booked duration | Booked duration will be paid on all assignments unless otherwise advised |
| Increments | 15 minutes | After the booked duration time as passed but you are still required at the booking, you will be paid in 15 minutes increments |
| Minimum Duration | 1 hour | All assignments will be paid at a minimum of 1 hour |

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| | | |
|---------------|------------------------------|---|
| Cancellations | £20 per cancellation payment | If we cancel an appointment after 9am the day before, we pay the interpreter a £20 cancellation fee |
| Cancellations | £20 per cancellation fee | If an interpreter cancels an appointment after 9am the day before, we may charge the interpreter a £20 cancellation fee |

APPENDIX 4

THE PERSONAL DATA

The nature and purpose of the processing

You will process the personal data for the purposes of providing the interpreting services to us on behalf of our Clients.

Types of personal data

The personal data which is shared with you when providing interpreting services face to face or over the telephone, and the personal data in any associated documentation provided to you.

Categories of data subjects

Our Clients their employees. And or their service users

The individual who you are interpreting on behalf of, and any other individuals which you are provided with personal data about when providing the interpreting services and/or in associated documentation.

Duration of the processing

You shall only process the Personal Data for as long as you need to in order to provide the services.

APPENDIX 5

**You do not need to read this appendix if you are based within the EEA. If you are outside the EEA
you do not need to sign this appendix as acceptance of this entire agreement is sufficient**

MODEL CLAUSES



EUROPEAN COMMISSION
DIRECTORATE-GENERAL JUSTICE
Directorate C: Fundamental rights and Union citizenship
Unit C.3: Data protection

Commission Decision C(2010)593 Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

Name of the data exporting organisation: Thebigword Interpreting Services Limited

Address: Link Up House, Ring Road, Lower Wortley, Leeds, LS12 6AB, UK

Tel.: 0113 210 6000.....; fax: N/A.....; e-mail:.....

Other information needed to identify the organisation:

.....N/A.....
(the data exporter)

And

Name of the data importing organisation: You.....

Address:

Tel.:.....; fax:.....; e-mail:.....

Other information needed to identify the organisation:

.....N/A.....
(the data importer)

each a "party"; together "the parties",

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

- (a) *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and 'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data';
- (b) *'the data exporter'* means the controller who transfers the personal data;
- (c) *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;
- (d) *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;
- (e) *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;
- (f) *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

- 1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
- 2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
- 3. The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
- 4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer²

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

² Mandatory requirements of the national legislation applicable to the data importer which do not go beyond what is necessary in a democratic society on the basis of one of the interests listed in Article 13(1) of Directive 95/46/EC, that is, if they constitute a necessary measure to safeguard national security, defence, public security, the prevention, investigation, detection and prosecution of criminal offences or of breaches of ethics for the regulated professions, an important economic or financial interest of the State or the protection of the data subject or the rights and freedoms of others, are not in contradiction with the standard contractual clauses. Some examples of such mandatory requirements which do not go beyond what is necessary in a democratic society are, *inter alia*, internationally recognised sanctions, tax-reporting requirements or anti-money-laundering reporting requirements.

- (c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - (ii) any accidental or unauthorised access, and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the subprocessor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.
3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:
 - (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;
 - (b) to refer the dispute to the courts in the Member State in which the data exporter is established.
2. The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established, namelyUnited Kingdom.....

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Subprocessing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses³. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.
2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established, namelyUnited Kingdom.....
4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

³ This requirement may be satisfied by the sub processor co-signing the contract entered into between the data exporter and the data importer under this Decision.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data exporter:

Name (written out in full):

Position:

Address: Link Up House, Ring Road, Lower Wortley, Leeds, LS12 6AB, UK

Other information necessary in order for the contract to be binding (if any):

Signature.....

(stamp of organisation)

On behalf of the data importer:

Name (written out in full):

Position:

Address:

Other information necessary in order for the contract to be binding (if any):

Signature.....

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties.

The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer):

.....N/A.....

Data importer

The data importer is (please specify briefly activities relevant to the transfer):

.....N/A.....

Data subjects

The personal data transferred concern the following categories of data subjects (please specify):

The data exporter and their employees.

The individual who the data importer is interpreting on behalf of, and any other individuals which the data importer is provided with personal data about when providing the interpreting services and/or in associated documentation.

Categories of data

The personal data transferred concern the following categories of data (please specify):

The personal data which is shared with the data importer when providing interpreting services face to face or over the telephone, and the personal data in any associated documentation provided to the data importer.

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Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data (please specify):

Any special categories of data which is shared with the data importer when providing interpreting services face to face or over the telephone, and any special categories of data in any associated documentation provided to the data importer.

Processing operations

The personal data transferred will be subject to the following basic processing activities (please specify):

The data importer will process the personal data for the purposes of providing the interpreting services to thebigword Interpreting Services Limited on behalf of the data exporter.

DATA EXPORTER

Name:.....

Authorised Signature

DATA IMPORTER

Name:.....

Authorised Signature

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

.....See 8.3 clause B within the main
agreement.....

AS WITNESS the hands of the parties to this Agreement.

| | | |
|---------------------------------------|---|-------------|
| Signed on behalf of |) | |
| [LINGUIST/AGENCY NAME] |) | |
| By its duly Authorised Representative |) | |
| |) | |
| |) | |
| _____ |) | _____ |
| (Print name) | | (Signature) |

| | | |
|---|---|-------------|
| Signed on behalf of |) | |
| THEBIGWORD INTERPRETING SERVICES |) | |
| LIMITED |) | |
| By its duly Authorised Representative |) | |
| |) | |
| Marcus Mills |) | _____ |
| CFO | | (Signature) |

Privacy Policy

thebigword Interpreting Services Limited and Link Up Mitaka Limited ("thebigword") is committed to protecting and respecting your privacy.

This Policy sets out the basis on which any personal data we, collect from you, or about you, will be processed by us. Please read the following carefully to understand our views and practices regarding your personal data and how we will treat it.

When you are providing interpreting services to us, thebigword Interpreting Services Limited will be the data controller of your personal data. When you are providing translation and similar services to us, Link Up Mitaka Limited will be the data controller of your personal data.

You can contact us using the contact details provided at the end of this Policy.

INFORMATION WE COLLECT

When we engage you as a Linguist we collect and process your personal data where it is necessary:

- to allow us to enter into and/or perform our terms of engagement with you*;
- to pursue legitimate interests of our own, or of third parties, such as our Clients**, provided your interests and fundamental rights do not override those interests;
- to fulfil our legal obligations***; and/or
- with your consent.****

Further information about how and why we process your personal information is set out below.

On Engagement

We need the following information about you in order to engage you as a Linguist, or to place you on an assignment:

- Your contact details, which may be your personal and/or business details, including your name, address, telephone number, fax number, email address and emergency contact details;
- Your position, rate of pay, specialism, languages, gender, date of birth, university graduation dates, qualifications and copies of qualifications, CV, citizenship, bios and details of your previous employment;
- Your photograph, so that we can provide you with an ID pack which you can use when submitting timesheets to us, so that we can verify your identity or so that your identity can be verified in the event you attend an assignment at Court; and
- Background checks (such as copies of DBS checks), identity verification information (such as copies of a passport (and passport number, expiration date and country of residence), driving licence or identity card), proof of address and references.

The background and identity verification checks we carry out (unless subject to specific Client requirements, as explained below), may entail the Baseline Personnel Security Standard (BPSS) checks (see <https://www.gov.uk/government/publications/government-baseline-personnel-security-standard-for-more-details>) ***. The Big Word carries out these checks as it works regularly with government bodies who require them to be carried out and it is contractually obliged to do so.

We need this information in order to engage you as a Linguist and without it we will not be able to add you to our list of approved Linguists.

In some cases we may also carry out (where required by our Clients or otherwise necessary) enhanced security clearance checks which we will use to assess your suitability before engaging you as a Linguist*** and to engage you to carry out work assignments for our Clients*. If such checks are required, we will inform you that we intend to carry out these checks on you. If you do not meet the requirement of the enhanced security clearance checks, then you may not be able to be engaged as a Linguist for certain Clients, but this will not affect your suitability for any potential future engagements with other Clients.

On Assignment

During your engagement as a Linguist for us/our Clients we will collect the following information about you:

- Details of your assignments and the dates of your engagement, your hours worked/time records, remuneration and compensation and related data and bank account details.

We may also collect the following data:

- Performance data, evaluations, complaints, concerns or issues raised (if received) and training records (if relevant training is undertaken); and
- Medical details, where this is necessary for a specific assignment. For some assignments, it is important for you to be fit and well, for your own safety and that of our Clients. We will inform you in advance if we need to collect any such information and provide you with additional information about why that information is needed and how it will be used, if this is ever required.

We need this data in order for us to manage our relationship with you as our service provider including: providing you with and managing your assignments; receiving completed work from you and feedback from our Clients; notifying you of any changes to your engagement; running training, appraisal and performance reviews; ensuring the safety of our Clients and our Clients' customers; paying you for your services; and dealing with payment and any other issues arising*. If we are unable to collect this information, we will be unable to continue your engagement.

We do not carry out solely automated decision-making as part of our engagement process. However, we do use an automated program to assign Linguists to suitable assignments based on your address (to calculate your travel time to the work assignment) and your rates, qualifications and experience (to assess whether you are able to meet the Clients' requirements for this work assignment). The program may determine that based on this criteria you are not the most suitable Linguist for a particular assignment, but this will not affect your suitability for any potential future engagements.

CHANGE OF PURPOSE

We will only use your personal information for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If we need to use your personal information for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

Please note that we may process your personal information without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

DISCLOSURE OF YOUR INFORMATION

We may share your personal information for the purposes set out in this Policy with the following:

- Any member of our group, listed at (listed at the end of this privacy policy statement) which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006;
- Our Clients when you are engaged on an assignment for that Client. You will be informed of the identity of the Client prior to commencing an assignment;
- The business partners and suppliers listed at the end of this privacy policy statement;

- A prospective seller or buyer, in the event that we sell or buy any business or assets or thebigword or substantially all of its assets are acquired by a third party; or
- A third party if we are under a duty to disclose or share your personal data:
 - To an authority such as the National Audit Office;
 - In order to comply with any legal obligation;
 - In order to enforce or comply with our terms of engagement with you or any other agreement with you or our Clients; or
 - To protect the rights, property, or safety of The Big Word, our Clients or others.

STORAGE OF YOUR PERSONAL DATA

We will only keep your personal data for as long as we need to in order to fulfil the relevant purpose(s) it was collected for, as set out in this Policy, and for as long as we are required to keep it for legal purposes. Copies of DBS certificates are deleted six months after receipt.

[Limited information we hold about you may be transferred to or accessed outside of the EU as it is held on a system which is accessed by translators globally.]

Your data will be held in line with the following retention policy requirements:

| Ref | Title | Data Examples | Retention Requirement | Reason | Control |
|--------|--|---|---|--|--|
| LR-DR2 | Linguist Authorised | Full Profile - includes, contact details, Identification documents (e.g. passport), qualifications, Security clearance information (DBS, CTC etc.), Right to Work, DoB, Financial data (payment), Photo (identification), Client specific NDAs and Profile notes. | 2 Years for inactive Linguists (not taken an assignment in 12 months) | # Mutually beneficial so that the Linguist can take work for Clients. # There is Client requirement and legal responsibility to obtain these documents and retention of such information. # Linguists can be continually matched to work | # Consent to be obtained via a signed service agreement # Data cleanse to be complete every 12 months on Linguist not actively taking work =(last 12 month) # Active Linguists data will be retained |
| LR-DR3 | Removed from our register of Linguists (Stage 1) | AS per LR-DR2 | 2 years | Full profile data will be held to allow TBW to demonstrate their compliance to contract through audit | Data cleanse complete every 12 months |
| | Removed from our register of Linguists (Stage 2) | Partial Profile - Identification details, Profile and Complaints notes / history and contact details. | Indefinitely | Ensure TBW doesn't reinstate unsuitable Linguists to protect Client and TBW reputation and requirements. | N/A |

We take appropriate technical and organisational security measures to protect the information we hold about you. For example, our employees are required to protect personal data in accordance with our information security policy and they are appropriately informed of and receive training on their data protection obligations. We take our Information Security obligations extremely seriously and hold internationally recognised ISO27001 (2103) Information Security certification and the UK Governments highest cyber security certification - Cyber Essentials Plus.

YOUR RIGHTS

Right to Object

- You have the right to object to our use of your personal data, on grounds relating to your particular situation, to the extent the processing is based on our legitimate interests. If we receive an objection, then we will stop processing the personal data unless we can demonstrate compelling legitimate grounds for the processing which override your interests, rights and freedoms or if the processing is necessary for the establishment, exercise or defence of legal claims.

Additional Rights

Data protection laws provide you with the following rights:

- Request access to your personal information (commonly known as a "data subject access request"). This enables you to receive a copy of the personal information we hold about you and to check that we are lawfully processing it.
- Request correction of the personal information that we hold about you. This enables you to have any incomplete or inaccurate information we hold about you corrected.
- Request erasure of your personal information. This enables you to ask us to delete or remove personal information where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal information where you have exercised your right to object to processing (see above).
- Request the restriction of processing of your personal information. This enables you to ask us to suspend the processing of personal information about you, for example if you want us to establish its accuracy or the reason for processing it.
- Request the transfer of your personal information to another party.
- Lodge a complaint about the way in which your personal information is being used to a supervisory authority.

If you want to review, verify, correct or request erasure of your personal information, object to the processing of your personal data, or request that we transfer a copy of your personal information to another party, please contact us using the details provided below.

You will not have to pay a fee to access your personal information (or to exercise any of the other rights). However, we may charge a reasonable fee if your request for access is clearly unfounded or excessive. Alternatively, we may refuse to comply with the request in such circumstances.

We may need to request specific information from you to help us confirm your identity and ensure your right to access the information (or to exercise any of your other rights). This is another appropriate security measure to ensure that personal information is not disclosed to any person who has no right to receive it.

Where we rely on your consent to collect and use your personal information for a specific purpose, you have the right to withdraw your consent for that specific processing at any time. To withdraw your consent, please contact us using the contact details provided below. Once we have received notification that you have withdrawn your consent, we will no longer process your information for the purpose or purposes you originally agreed to, unless we have another legitimate basis for doing so in law.

CHANGES TO OUR PRIVACY POLICY

Any changes we make to our Policy in the future will be posted on this page and, where material, notified to you by e-mail.

CONTACTING US

If you have any queries, comments or requests regarding this Policy or you would like to exercise any of your rights set out above, you can contact us at:

Compliance@thebigword.com or attention of the Compliance Team, thebigword, Link Up House, Ring Road, Lower Wortley, Leeds, LS12 6AB, UK or please call 0113 210 6000 and ask for the Compliance team.

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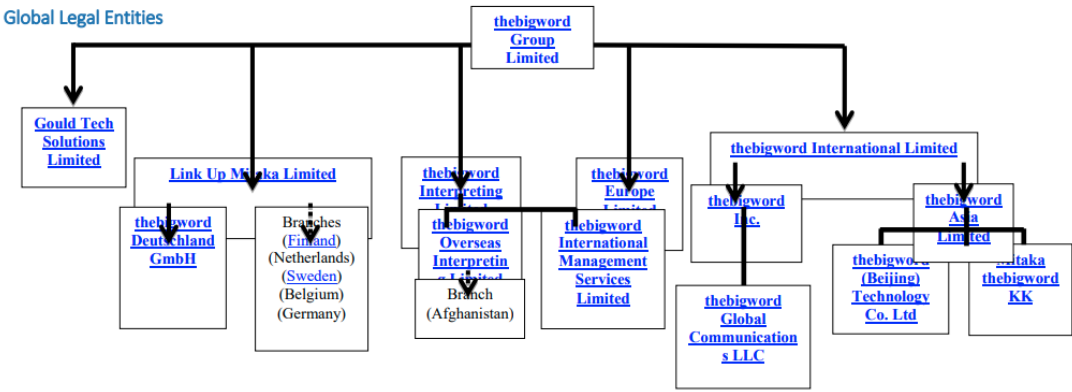
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APPROVED SUPPLIER LIST

AQL
BDO
Consultant Services Group
CONTEGO
HMRC SHIPLEY
Instant Availability Business Continuity Services
Iron Mountain
Health Shield
HSBC Bank Plc
ISL Ltd
MOJ
O2
Royal London
Shred-It
SQUIRE PATTON BOGGS UK LLP
Telecity Data Centres
The Language Shop
Traveleads
Verizon UK Ltd
Virtuoso Legal
West Yorkshire Combined Authority
Zendesk Inc.



APPENDIX 4: CPS RATES FOR INTERPRETERS 2007

WITNESS EXPENSES: CURRENT RATES



PROSECUTION INTERPRETER

Rates effective from 5 February 2007

This leaflet gives the current rates and upper limits of allowances payable by the Crown Prosecution Service to interpreters required to provide interpreter services for a prosecution witness. The rates and upper limits are reviewed from time to time and the amounts in force when you attend court will be applied to your claim.

Fees

The current rates payable to interpreters are standard rates applied by most criminal justice agencies and set out in a document entitled **TERMS & CONDITIONS for individuals providing FACE-to-FACE INTERPRETATION SERVICES** with which you should be familiar.

The terms and conditions can be found within the **National Agreement on Arrangements for the use of Interpreters**. A copy of the National Agreement is published on the following web site:

<http://police.homeoffice.gov.uk/news-and-publications/publication/operational-policing/national-agreement-interpret.pdf>

In summary the rates are:

- Minimum booking - Payment where attendance time is three hours or less £85.00
- Additional payment for attendance and travelling time beyond three hours per 15 minutes or part thereof £7.50
- Cancellation fee when cancelling a booking after 10am on the day before it is due to begin (i.e. a sum equal to the minimum booking fee) £85.00

NOTES:

1. There is no cancellation fee for bookings cancelled earlier than 10 am on the day before the booking is due to take place.
2. If an anticipated booking period is reduced after it has begun then the actual attendance time will be paid (subject to a minimum 3 hour booking fee).

The period for which this rate is paid is from the time your journey started to court until the time your journey from court ended.

Payment will only be made after you actually attend court. If you attend court at CPS request but are not required to provide interpreter services, you will be paid a minimum of 3 hours at the above rate.

Subsistence Allowances

Overnight allowance:

Where it is necessary to stay overnight an allowance is paid towards the cost of meals and accommodation. The allowance is:

- Attendance overnight in London, Birmingham, Manchester, Leeds, Liverpool and Newcastle upon Tyne city centres £85.25
- Attendance overnight elsewhere £55.25

Travel expenses

| | |
|-------------------------|---|
| Public transport: | Rail, bus, coach and tube fares at standard (second class) rates will be reimbursed in full. |
| Motor car / motorcycle: | If you use your own motor car, you will be paid 25p for each mile. Exceptionally, if you can show that you had to use your own car instead of public transport (for example, because there was no public transport, or there was a considerable saving of time and money, or because you are disabled or infirm), then a higher rate of 45p per mile may be paid. You will need to justify using your own motor car to be eligible for the higher rate. |
| Pedal cycle | 20p per mile |
| Car parking: | Car parking charges will normally only be paid if you can demonstrate it was necessary to use your own motor vehicle. |
| Taxis: | The cost of taxi fares or other hired vehicles (including any reasonable tips) will only be paid in cases of emergency, illness, infirmity or where no other reasonable means of transport was available. You must provide receipts. |
| Other transport: | If you intend to use some other form of transport (eg aeroplane or ship), you are advised to contact your local Witness Care Unit for advice as to whether the cost will be allowed. The cost of travel by air or sea will be reimbursed at economy class fare only. |

APPENDIX 5: ETHNOGRAPHIC OBSERVATIONS OF INTERPRETER-MEDIATED HEARINGS

OBSERVATION SHEET No. 1

| | | |
|--|-------------------------|-------------------------|
| Date: 23.10.2014 | Start time: 3pm | Finish time: 4pm |
| Type of Court: Magistrates' Court, Birmingham, Court 13 | Type of hearing: | Language: Urdu |
| Stage: | | |
| Mode of Interpreting: | Consecutive | Simultaneous:✓ |
| | Whispering✓ | Sight Translation |

| | | | | | |
|------------------------|------------|--------------|------------|-------------------|------------------------|
| Present Actors: | Defendant✓ | Interpreter✓ | Judge✓ | Prosecutor | Witness |
| | Jury | Usher | Solicitors | Defence Barrister | Court clerks/secretary |
| | Claimant✓ | | | | |

| | |
|--------------------|--|
| Audibility: | |
|--------------------|--|

| |
|---|
| Physical settings |
| The interpreter was standing by the defendant interpreting simultaneously what was being said by the court actors, including the judge. |

| | |
|--|----------------------------|
| Interpreter's roles: | Facilitating communication |
| Interpreter's status in the courtroom | Professional |
| OTHER COMMENTS | |
| Interpreter swore an oath | Yes |

| | |
|---------------------------------|--|
| Events of note | Short hearing observation of a family dispute about money, the interpreter swore the oath at the beginning and stood next to his client in the open dock. One family threatened the other because they didn't pay the money back. Restraint order issued for 2 years (no contact). Nothing critical noted at this observation. |
| Critical incidents (CIS) | None |

OBSERVATION SHEET No. 2

| | | |
|---|----------------------------|-----------------------------|
| Date: 24.10.2014 | Start time: 2:30 pm | Finish time: 4:30 pm |
| Type of Court: Crown Court, Birmingham, Court 9 | Type of hearing: | Language: Lithuanian |
| Stage: | | |
| Mode of Interpreting: | Consecutive | Simultaneous✓ |
| | | Whispering✓ |
| | | Sight Translation |

| | | | | | |
|------------------------|------------|--------------|-------------|--------------------|---------------------------|
| Present Actors: | Defendant✓ | Interpreter✓ | Judge✓ | Prosecutor✓ | Witness |
| | Jury | Usher | Solicitors✓ | Defence Barrister✓ | Court clerks/secretary |
| | | | | | |

| | |
|--------------------|--|
| Audibility: | Interpreter provided with the equipment. |
|--------------------|--|

| Physical settings |
|--|
| The interpreter swore an oath before commencing interpreting and was sitting next to the defendant in the small room behind the glass (dock?). |

| Interpreter's roles: | Facilitator of communication. Psychological help and support to the client? (Interpreter as a friend?) |
|--|---|
| Interpreter's status in the courtroom | Professional |
| OTHER COMMENTS | |
| Interpreter swore an oath | Yes |

| Events of note | |
|--------------------------|--|
| Critical incidents (CIS) | The interpreter talking and reassuring the defendant before the trial while waiting in the corridor; |

Notes:

Female defendant on trial, the trial was adjourned because the Judge required information from the defendant's medical history. The interpreter swore an oath before commencing interpreting and was sitting next to the defendant in the small room behind the glass (dock?). The interpreter was equipped with the headset and a microphone and was interpreting simultaneously.

I had a quick chat with the interpreter after the trial, who told me that Capita was providing training for the court interpreters once or twice a year. The interpreter was from Capita, claimed to be trained and qualified.

OBSERVATION SHEET No. 3

| | | | | |
|--|---|--------------------------|-------------|-------------------|
| Date: 16/01/2015 | Start time: 11 am | Finish time: 12pm | | |
| Type of Court: Magistrates' Court, Birmingham, Court 11 | Type of hearing: Civil (driving offence) | Language: Polish | | |
| Stage: Plea (pleads guilty) | | | | |
| Mode of Interpreting: | Consecutive✓ | Simultaneous ✓ | Whispering✓ | Sight Translation |

| | | | | | |
|------------------------|--------------|----------------|-------------------------------------|-------------------|---------------------------|
| Present Actors: | Defendant: ✓ | Interpreter: ✓ | Judge: ✓ | Prosecutor | Witness |
| | Jury | Usher | Solicitors Legal Advisor | Defence Barrister | Court clerks/secretary: ✓ |
| Other: | KK, myself | | | | |

| | |
|--------------------|---------------|
| Audibility: | Satisfactory. |
|--------------------|---------------|

| Physical settings |
|---|
| <p>Interpreter is standing by the defendant opposite the Magistrate and court secretary (Legal Advisor), both standing in the solicitors' area.</p> <p>Me sitting behind the interpreter, opposite the judge.</p> |

| Interpreter's roles: | Facilitator of communication; Admin role (helping his client with the paperwork as per court request) |
|--|---|
| Interpreter's status in the courtroom | Professional (belonging to the courtroom?), co-operate with court personnel by taking their instructions to help his client with paperwork. |
| OTHER COMMENTS | |
| Interpreter swore an oath | Yes, unprompted |

| | |
|--------------------------|--|
| Events of note | There was no solicitor |
| Critical incidents (CIS) | <p>The interpreter swore an oath (unprompted) and went back to the defendant (the interpreter gave the oath as if he belongs to the courtroom);</p> <p>The interpreter was helping his client to complete some paperwork on the court request, which resulted in obtaining his contact details and consent to take part in the survey.</p> |

Notes:

This hearing has been observed together with Dr Krzysztof Kredens. Driving offence (uninsured vehicle, fine issued). A Polish interpreter was highly skilled and delivered very high quality and accurate interpreting without hesitation.

(CIS!) Prior to positioning himself next to the client he swore an oath unprompted.

The interpreter first used a consecutive mode of interpreting and occasionally switched to simultaneous mode. He sounded very proficient and competent. He gave his oath very swiftly, competently, with a great deal of confidence, by heart that indicated that he's familiar with the court proceedings and did this many times before. He didn't ask to repeat anything and interpreted everything in a confident manner.

(CIS!) The interpreter was helping his client to complete some paperwork on the court request, which resulted in obtaining his contact details and consent to take part in the survey.

Dr Krzysztof Kredens attended this hearing with me and could comment on the competence of the interpreter which he rated quite highly.

After the hearing we had a quick chat with the interpreter about his thoughts on interpreting in general. He said that the attitude towards interpreters had got worse with the Capita taking over the MOJ contract, as lots of incompetent interpreters are used in court, which inevitably had a negative effect of the professional standards. He added that the professional standards had gone down since Capita had taken charge over PSI.

OBSERVATION SHEET No. 4

| | | |
|--|--|-----------------------------|
| Date: 16.01.2015 | Start time: 13:10pm | Finish time: 14:50pm |
| Type of Court: Crown Court, Birmingham, Court 7 | Type of hearing: trial, assault, and threat with the weapon | Language: Lithuanian |
| Stage: pre-trial consultation | | |
| Mode of Interpreting: | Consecutive✓ | Simultaneous✓ |
| | Whispering✓ | Sight Translation |

| | | | | | |
|------------------------|--------------|--------------|------------|--------------------|-------------------------|
| Present Actors: | Defendant✓ | Interpreter✓ | Judge✓ | Prosecutor✓ | Witness |
| | Jury | Usher✓ | Solicitors | Defence Barrister✓ | Court clerks/secretary✓ |
| | Cell Guard ✓ | | | | |

| | |
|--------------------|--|
| Audibility: | Intermittent (defence and prosecution could be heard well and clearly, whilst the judge's speech was not loud and would have been harder to hear in the dock behind the glass). Court clerk was speaking to the judge very quietly, clearly not for the interpreter to interpret what was said to the judge. |
|--------------------|--|

| Physical settings |
|---|
| <p>The interpreter is sitting with the defendant behind the glass (on the right-hand side from me);</p> <p>The judge is in front of the room;</p> <p>Two prosecution and defence barristers;</p> <p>Me sitting in the public seating area on the left-hand side of the room;</p> <p>Court usher is at the back of the room sitting at the desk;</p> |

| Interpreter's roles: | Facilitator of communication, neutral; In interpreter's view the role of the interpreter is "to be a machine". |
|--|---|
| Interpreter's status in the courtroom | Professional outsider |
| OTHER COMMENTS | |
| Interpreter swore an oath | Interpreter swears an oath and proceeds to the dock to sit with the defendant |

| | |
|---------------------------------|---|
| Events of note | Prosecution and defence take turns to explain the situation with the delay of the hearing due to Capita's failure to provide an interpreter. |
| Critical incidents (CIS) | The previous hearing adjourned because Capita failed to provide an interpreter. Judge's speech wasn't very loud, could be hard to hear from behind the glass in the dock. Court clerk was talking to the judge quietly, that must have been something not for to be heard by other court actors and certainly not to be interpreted to the defendant. |

Notes:

The hearing was scheduled for 10:30 AM but the interpreter didn't turn up although had been booked and confirmed on the 18th of December 2014 for the hearing taking place on the 16th of January 2015.

Capita contacted the court and explained that they could not provide an interpreter for this day and could only provide an interpreter for the 17th of January 2015 which was Saturday and was no use to anyone.

The interpreter interpreted consecutively most of the time, and the speech of the prosecution was clear and broken into sentences. The defence speech was faster. So, the interpreter had to switch to simultaneous mode at times. The judge's speech was not very loud. I believe it would have been even more difficult to hear it behind the glass. There was an occasion when the interpreter made a long pause catching up with the speaker.

The judge asked for the interpreter's availability, and she confirmed that was available for the rest of the day. He also asked to ask Capita for the explanation of interpreter provision failure because this meant the delay of the hearing until 3:00 PM and the hearing was listed for 3-4 hours. This meant that it could not be finished on the same day and would have been adjourned.

There was a lady behind prosecution (I assume a court clerk as she was taking notes and was sitting at the back on the left of the dock at the table) she spoke to the judge once very quietly. She came up to him to have a word and

Continuation after this short session

I had a quick word with the interpreter in Russian. She had been employed by Capita for about 12 months and had no complaints. She said: **"It is better than doing an office job or work at the factory and pays better than that as well"**. To date she had never had any issues with Capita and believed that the Minister of Justice was right to take this step as the budget needed these cuts. In her opinion, the offender comes to this country and commits a crime against it then he's tried and gets an interpreter for free. It is the right thing to do to save money for the state. She also said: "old system" interpreters are coming back and could be seen in immigration or other tribunal courts. They all moan about "old system" conditions of pay etc. and if I want to hear the stories I shall go there.

She also believes that there is no real problem, and she couldn't see what my research could achieve as it is of no interest to anyone, particularly practitioners, and it would have been better to research the interpreter's emotional aspect as it can be really hard at times **to be just a machine, which is what expected**. And this is what the interpreter's role should be in her view. Unlike legal professionals who can rely on counsellors and get help if they needed, interpreters don't have that option and have to deal with

L. Green, PhD Thesis, Aston University, 2024.

these issues themselves. It is not quite clear to me at this stage what she was referring to with regards to counselling for the legal professionals. I have obtained her contact details and will follow this up later.

OBSERVATION SHEET No. 5

| | | |
|--|--|-----------------------------|
| Date: 27.01.2015 | Start time: 10:40am | Finish time: 12:40pm |
| Type of Court: Crown Court, Birmingham, Court 7 | Type of hearing: criminal offence (an assault with a kitchen knife) | Language: Arabic |
| Stage: examination, cross-examination | | |
| Mode of Interpreting: | Consecutive | Simultaneous |
| | Whispering✓ | Sight Translation |

| | | | | | |
|------------------------|--------------------|----------------------------|-----------------|--------------------|-------------------------|
| Present Actors: | Defendant✓ | Interpreter✓ | Judge✓ | Prosecutor✓ | Witness✓ |
| | Jury (12)✓ | Usher✓ | Solicitors | Defence Barrister✓ | Court clerks/secretary✓ |
| | Victim's parents ✓ | Social and Health Workers✓ | Security Guard✓ | Victim✓ | |

| | |
|--------------------|--|
| Audibility: | At times not very good, but no hearing loop provided for the interpreter |
|--------------------|--|

| Physical settings |
|--|
| <p>Capita interpreter sitting next to the defendant in the dock behind the glass;</p> <p>Witnesses were waiting in the hall until called in and were asked in one at a time to stand in the witness box;</p> <p>Prosecution and Defence are in front of the Judge in the middle of the room with their backs to the dock;</p> <p>Judge – central</p> <p>Four health workers in the dock with the defendant, security guards;</p> <p>Parents of the victim in the public area in front of me;</p> <p>Me sitting behind the victim's parents in the public area by the dock so that I could see the interpreter.</p> |

| | |
|--|--|
| Interpreter's roles: | Clarifying things for the defendant (back-up ?) |
| Interpreter's status in the courtroom | Not very clear, although the interpreter was smartly dressed and had Capita ID badge |
| OTHER COMMENTS | |

| | |
|---------------------------|--|
| Interpreter swore an oath | Most likely, but I missed it as entered the court when the Interpreter was already sitting in the dock with the defendant. |
| Events of note | |
| Critical incidents (CIS) | <p>The interpreter kept silent and observed the court most of the time and only occasionally was saying something to the defendant as if to clarify things for him.</p> <p>The defendant-initiated conversations with the interpreter when needed something to be clarified.</p> <p>The interpreter said to me that was interpreting absolutely everything, but that clearly was not the case, and his English did not sound very strong. He looked anxious when I tried to talk to him as he probably thought I was there to QC his work. He asked me if I could understand Arabic.</p> |

Notes:

I entered the court No. 7, when the interpreter was already with the defendant, so, I must have missed him swearing an oath. The hearing started without the jury first. The prosecution and defence talked for a bit and then the defence barrister asked for a one-to-one conversation with the defendant.

Prosecutor, Defence Barrister, and the Judge talk taking turns. The judge asked the court to leave until further notice as per the defence barrister's request.

I didn't notice there were clarifications with the witnesses but no breakdowns in communication occurred.

The interpreter did not interpret and just was sitting there to observe the court and from time to time spoke to the defendant. I could not hear them, but my impression was that the interpreter entered into brief conversations with the defendant rather than interpret everything that was said in the courtroom.

I fell under the impression that the interpreter was there just to clarify things the defendant did not understand as on a few instances **the defendant initiated the conversation with the interpreter**. The interpreter kept silent most of the time and just provided brief explanations from time to time this could be inferred from his body language as he used his hands a lot to facilitate communication. For example, he showed a pulling movement that could refer to a situation described by the witness and prosecution when they talked about pulling the defendant away from the victim of the assault.

Also, I got the impression that the defendant had a fairly good understanding of what was discussed in the courtroom, and only asked for clarification from the interpreter, when needed.

The jury was listening to the evidence, they were given the copies of the evidence and the statement along with their knife used by the defendant for the attack. There were two witnesses examined by the prosecution and cross-examined by the defence. They were trying to establish the exact positions of their sitting desks in the office, their sightlines with the victim's desk and how they reacted to the incident.

The judge was speaking quietly, I was struggling to hear what he was saying. The speech delivery of the Prosecution and Defence barristers was quite fast, no consideration given to the presence of the interpreter in the courtroom. I'm not sure the interpreter could hear clearly what was happening in the courtroom.

The victim's parents were sitting in front of me, and they looked quite distressed, especially the lady. I inferred that they were victims' parents by their appearance (the victim was an Indian lady) and their reaction to what was happening in the courtroom.

At 11:15 AM the hearing was resumed, this time with the jury after a short break for a private conversation between the Defence barrister and the Defendant.

At 12:35 PM the judge asked for a 15-minute break for the Jury and the Defendant.

At this point I approached the interpreter, and he got frightened as he was reluctant to talk to me and tried to distance himself from me as far as he could and walk away. He showed his Capita ID to me and would not tell me his name or give me his contact details for a follow up chat. He asked me to show him my Aston ID and read aloud every single line on my student card. He also told me that he was interpreting absolutely everything for the defendant and did not miss anything although that was not the case.

He also asked me whether I could understand Arabic by any chance and I said No. I think he was nervous about me watching him and he thought that I was there to quality control his work. His English did not sound very strong. He refused any further contact or follow up. The Prosecution barrister instead was very helpful and shared his contact details with me.

OBSERVATION SHEET No. 6

| | | |
|--|---|-----------------------------|
| Date: 09.02.2015 | Start time: 11:50 | Finish time: 2:00pm |
| Type of Court: Crown Court, Birmingham, Court 7 | Type of hearing: pre-trial review, Assault | Language: Lithuanian |
| Stage: pre-trial review | | |
| Mode of Interpreting: | Consecutive✓ | Simultaneous |
| | Whispering✓ | Sight Translation |

| | | | | | |
|------------------------|-----------------|-----------------|------------|--------------------|-------------------------|
| Present Actors: | Defendant✓ | Interpreter✓ | Judge✓ | Prosecutor✓ | Witness |
| | Jury | Usher | Solicitors | Defence Barrister✓ | Court clerks/secretary✓ |
| | Police Officer✓ | Security guard✓ | | | |

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|--------------------|--------------|
| Audibility: | Satisfactory |
|--------------------|--------------|

| Physical settings |
|-------------------|
| |

| Interpreter's roles: | Facilitating communication, providing additional support? (Not clear what she was talking about with the Defendant. Does she step over her professional boundaries?) |
|--|--|
| Interpreter's status in the courtroom | Professional. (Interpreter's role respected, presence acknowledged). |
| OTHER COMMENTS | |
| Interpreter swore an oath | Yes. |
| Events of note | Interpreter swore an oath and proceeded to the docks. The microphone was on and I could hear the interpreter whispering (the interpreter's voice was a bit coarse). |

| | |
|--------------------------|---|
| | Prosecutor speaks clearly and quite loudly. The wants to see the imitation of a pistol, police officer passes it over to the usher, and the usher gives it to the judge. |
| Critical incidents (CIS) | Pause: The Defence wants to make a statement but has been stopped by the Judge whilst he was reading through the notes. Defence statement follows. Defendant is talking to the interpreter as his statement being read aloud and the interpreter does not interpret this back to the court. At the end of the hearing the defendant goes away (as being released on license) and the interpreter continues talking to him. |

Notes:

Interpreter was offered a glass of water before swearing an oath.

The Prosecutor is going through the sequence of events and the interpreter is whispering simultaneously.

The present interpreter is different from the previous hearing, although the defendant and the case are the same.

As the Prosecutor goes on, the interpreter listens and does not interpret, she is taking notes of the Prosecutor's speech.

The victim's statement is passed on to the Defence Barrister by the Prosecutor. The Judge is reading the statement (the translated version of the complainant's statement).

The interpreter keeps taking notes. The statement was produced in Russian, then translated into his mother tongue – Lithuanian and then translated into English.

The interpreter is whispering to the defendant.

The Defendant's statement has been read aloud; the interpreter did not interpret this part. During the statement is being read, the defendant is talking to the interpreter and the interpreter does not interpret this back to the court (!).

Pre-sentence report is being read. Only the last bit of the Prosecutor's speech was interpreted to the defendant. (It looks like the interpreter is going through her notes with the defendant whilst the court remains silent).

The Defence Barrister Speech

The Defendant accepts the Prosecutor's version of events.

The Defence barrister is giving the speech - interpreter listens and interprets consecutively and sometimes simultaneously. The deliver of barrister's speech is quite slow, the speech is clear and

loud. As the Defence barrister goes on with the statement, the interpreter listens and interprets consecutively and simultaneously.

The defendant was not happy with the way his broken van was handled in the garage. So, rather than contacting the police, he took a couple of friends with him to deal with the mechanic in the garage, who is also Lithuanian.

Cultural note: it is a standard practice in Lithuania, they prefer to handle such situations this way rather than involving police or taking the matter to civil court. Since both actors are Lithuanian, the incident may have been assumed culturally acceptable.

The Defendant violently attacked the mechanical engineer in the garage and demanded his money back. The van he bought from the Lithuanian man was faulty, so he decided to take law in his own hands.

End of Defence Speech.

The Judge stands up to the Defendant and Interpreter.

The Interpreter interprets consecutively, the Judge makes pauses for the interpreter.

The Judge carries on with the indictment and interpreter interprets consecutively. Both are standing, the guard officer is also standing, the rest of the court remain seated.

On one occasion the interpreter hasn't yet finished her interpreting, but the Judge carries on without waiting for her to finish.

At the end of the hearing the defendant goes away (as being released on license) and the interpreter continues talking to him.

OBSERVATION SHEET No. 7

| | | | |
|---|---------------------------------|----------------------------|------------------------------------|
| Date: 17.02.2015 | Start time: 12:00AM | Finish time: 1:00PM | |
| Type of Court: Magistrates' Court, Birmingham, Court 6 | Type of hearing: Custody | Language: Romanian | |
| Stage: | | | |
| Mode of Interpreting: | Consecutive (liaison)✓ | Simultaneous (elements)✓ | Whispering✓ Sight Translation |

| | | | | | |
|------------------------|-----------------|----------------|------------|-------------------|-------------------------|
| Present Actors: | Defendant✓ | Interpreter✓ | Judge✓ | Prosecutor✓ | Witness |
| | Jury | Usher | Solicitors | Defence Barrister | Court clerks/secretary✓ |
| | Security guard✓ | Legal Council✓ | | | |

| | |
|--------------------|--------------|
| Audibility: | Satisfactory |
|--------------------|--------------|

| |
|---|
| Physical settings |
| <p>Defendant is accompanied by security guard, who is positioned between the defendant and the interpreter, so that that interpreter has to lean forward slightly to see the defendant.</p> <p>No docks, open area.</p> <p>Judge is positioned central to the room.</p> <p>I am allowed to sit in close proximity to the defendant area and take notes.</p> <p>Prosecutor and security are on the right-hand side of the defendant.</p> |

| | |
|--|---|
| Interpreter's roles: | Facilitator of communication; acknowledged. |
| Interpreter's status in the courtroom | Professional, strictly follows court's instructions. Council makes pauses for the interpreter to interpret. |
| OTHER COMMENTS | |
| Interpreter swore an oath | Yes. |

| | |
|---------------------------------|--|
| Events of note | <p>The interpreter gave the oath before the defendant was taken to the courtroom. Soon after the initial details confirmed and grounds for the case announced, the interpreter was instructed to move and take the position on the defendant's side from the left.</p> <p>The interpreter mainly interprets consecutively (liaison interpreting is used) the counsel stops for the interpreter to do the interpreting to the defendant.</p> <p>The interpreter does consecutive interpreting. The prosecutor makes regular pauses for her to interpret. The judge also makes poses in his speech, so the interpreter does it consecutively, although at times they don't finish the sentence and she interprets, so there is some overlap of their speeches take place at times (the judge + interpreter; the prosecutor + interpreter) which can suggest of some elements of simultaneous interpreting taking place.</p> <p>The judge has read the report making regular pauses, it was interpreted back to the defendant. The interpreter leaves at this point</p> |
| Critical incidents (CIS) | <p>The Defendant sits down, so does the interpreter, but the judge asks them the rise.</p> <p>There was a confusion at the beginning as two interpreters were booked, and they could not decide who will do the work.</p> |

Notes:

Prior to the hearing I had a chance to talk to both Romanian interpreters. They are both registered and work for Capita. One has a MA in conference interpreting, the other one has a degree in interpreting/translation and communications. The first interpreter has been with Capita since October 2014 and called it "Crapita", as it's currently known among interpreters.

Her ambition is to move to conference interpreting and she's working for Capita just to keep her going for now and to keep up the skills. She said that she can't really talk for other interpreters and assess their quality, but some of them are really not competent enough to interpret in court and do exhibit at times unprofessional behaviour like discussing their personal information with the client, not wearing a badge, or adhere to the dress code (turn up in jeans to court or wear very casual clothes).

When asked about differences between Magistrates' and Crown Court, the main difference is that "at Magistrates' they stop and pause for the interpreter, whereas at Crown Court no one gives any consideration to the presence of the interpreter".

Conversation with an interpreter on 17.04.2015 at Magistrates' Court, Birmingham

Notable differences in legal systems in China and UK, hence different practices for interpreters that have bearing on their role and performance.

OBSERVATION SHEET No. 8

| | | |
|--|--|-------------------------------|
| Date: 02.03.2023 | Start time: 10:45AM | Finish time: 1PM |
| Type of Court: Crown Court, Birmingham, Court 1 | Type of hearing: VAT Fraud case | Language: Urdu/Panjabi |
| Stage: defendant examination, and cross-examination | | |
| Mode of Interpreting: | Consecutive✓ | Simultaneous✓ |
| | Whispering✓ | Sight Translation✓ |

| | | | | | |
|------------------------|-------------------|---------------------------|-------------------------|---------------------------|----------------------------|
| Present Actors: | Defendant✓ (8) | Interpreter ✓(several) | Judge✓ | Prosecutor✓ | Witness |
| | Jury✓ | Usher✓ | Solicitors | Defence Barrister (8)✓ | Court clerks/secretary✓ |
| | Counsellor✓ | Press✓ | Technical Assistant✓ | | |

| | |
|--------------------|--|
| Audibility: | Everyone in the courtroom was using microphones. The room itself was well equipped with screens, PCs, microphones, speakers. Audibility was really good. |
|--------------------|--|

| Physical settings |
|--|
| The interpreter appeared in the witness box along with the defendant as shown in the drawing below and could see clearly other speakers from that viewing point: the judge, the counsellor, the prosecutor and defence barristers. |

| | |
|--|---|
| Interpreter's roles: | Facilitator of communication; Gatekeeper? (It seemed to me that she was making decisions on what to interpret and what not) |
| Interpreter's status in the courtroom | Professional (subservient/inferior?) |

| OTHER COMMENTS | |
|---------------------------|--|
| Interpreter swore an oath | I presume so, but I missed the beginning. |
| Events of note | Mode of interpreting is mainly consecutive, but at time changes to whispering or simultaneous, especially in the docks, plus sight translation of the documents presented in court. |
| Critical incidents (CIS) | <p>The Judge intervened and asked the defendant to speak up. “We understand that you do not speak English but even speaking in your own language you need to speak up” (not the exact quote but this is what was approximately said by the Judge).</p> <p>There was a moment, when the Judge stopped the interpreter because considered the defendant’s request to ask a question inappropriate.</p> <p>At the end of the session the Judge asked to clear up the witness box (paperwork was scattered all over it) and asked the defendant and the interpreter to proceed to the docks. The interpreter did not finish interpreting at that point, but she had to stop and proceed to the docks to sit by the defendant. The Judge continued talking to the Defence barrister with no consideration given to the interpreter's duty to interpret everything that was said to the defendant. The interpreter and the defendant take their seats in the docks, the judge and the barrister continued talking. The interpreter started interpreting simultaneously as soon as they sat down in the docks, she was trying to catch up what was missed. No consideration was given to the interpreter's presence from this point and the judge continued talking to the defence barrister at their normal speed.</p> |

Notes:

VAT Fraud case, Cross-examination of defendants (some were examined via interpreters, some were speakers of English and did not require an interpreter).

I entered the courtroom during a short break which took place when the examination was finished, and cross-examination was about to start. The interpreter and the defendant both were in the witness box, waiting for the proceeding to continue after a break. Therefore, I must have missed interpreter’s and defendant’s swearing the oath. The courtroom was full of people [there were many defendants in the dock, and two of them started to show me undue and inappropriate attention, when I took a seat in the public area. This was particularly disturbing, especially when all of the defendants left the dock during the next break, I realised that they were not under arrest, and this sent a cold shiver down my spine].

The judge entered the courtroom, and the cross-examination began. The prosecutor was asking questions, and his speech was clear, the audibility was good. He was breaking down his sentences into small chunks to give the interpreter the opportunity to translate it back to the defendant consecutively. The interpreter was rendering the message to the defendant, and he was responding Yes/No in English.

Sometimes he said in English “I don't know/ I'm not sure”. When his response was beyond yes/no answer, he was giving it in his native language, and the interpreter translated it back to the court.

Overall, the interpreter's English sentences sounded very plain and even basic at times. Since I do not speak the defendant's language, it is hard to conclude how accurate the interpreting was and whether the interpreter's English language was at a high standard. It is impossible to say whether the defendant's original messages were so plain and basic, or the interpreter simplified the language when rendering his messages into English due to her own English language limitations (limited English language).

(CIS!) The Judge intervened and asked the defendant to speak up. “We understand that you do not speak English but even speaking in your own language you need to speak up” (not the exact quote but this is what was approximately said by the Judge).

(CIS!) There was a moment, when the Judge stopped the interpreter because considered the defendant's request to ask a question inappropriate.

Most of the time the interpreter was interpreting consecutively, and enough time was allowed for that. The interpreter did not have a separate microphone in the witness box and had to share one with the defendant. She had a small notepad and a pen ready, but I did not see her take any notes. She did not seem comfortable in the witness box as clearly there was not enough room there for two people. However, water and glasses were provided. When the Jury were allowed to take a break (a few times), the interpreter and defendant remained standing in the witness box from 10:00 AM until 1:00 PM. They were allowed to take 10-minute break only once. At 1:00 PM the court left for lunch.

During conversations between the judge and barristers, the judge allowed time for interpreting on a few occasions, but did not wait until the interpreter finished her rendition and went on. At this point the interpreter switched to semi-simultaneous mode – whispering.

The defendant made a few comments regarding the absence of the interpreter on a few occasions in the past (when he called the police, for example, they did not bring the interpreter, when his statement was taken at the beginning there was no interpreter provided. There were some inconsistencies in his statement and his responses to the Prosecutor, he blamed that on the absence of the interpreter at the time, when this statement was taken of him. He also said that it was not his problem or fault that the interpreter was not provided at the time, and that they should have had arranged the interpreter because he did not speak English.

I wonder whether such a statement could have an effect on the Jury and contribute to their decision on this particular defendant. This was not possible to establish.

(CIS!) At the end of the session the Judge asked to clear up the witness box as there were papers all over it and asked the defendant and the interpreter to proceed to the dock. The interpreter did not finish interpreting at that point, but she had to stop and proceed to the dock to take a seat by

the defendant. At this point the Judge continues talking to the defence barrister with no consideration to the fact that the interpreter needed to interpret everything that was said to the defendant. The interpreter and the Defendant took their seats in the dock, the Judge and the barrister continue talking. As soon as the Interpreter sits down by the Defendant, she puts the headset (provided in the dock) on, listens and resumes interpreting pretty much straight away. She was probably catching up on what she missed while they were walking to the dock or perhaps, she interpreted what was said at the time between the Judge and the barrister. At this point the interpreter uses simultaneous/whispering mode of interpreting. No more consideration was given to the presence of the interpreter. The Judge and barristers continue speaking at their normal speed.

At this point the reference from a spiritual leader was read aloud to the Jury. Soon after that the Jury were allowed to take a break. The conversation between the Judge and barristers continues, the interpreter keeps interpreting partly consecutively (listening first and then giving her rendition; partly simultaneously). However, the interpreter did not interpret the last bit as I could see her sitting silent. It seemed to me that she was making decisions on what to interpret and what not.

The session was finished at 1:00 PM and was supposed to reopen at 2:00 PM with another defendant. I left at this point and did not have a chance to speak to the interpreter or any other court personnel.

OBSERVATION SHEET No. 9

| | | |
|---|--|---|
| Date: 03.03.2015 | Start time: 10AM | Finish time: 10:30AM |
| Type of Court: Crown Court, Birmingham, Court 6 | Type of hearing: Driving offence (fraud) | Language: Romanian |
| Stage: | | |
| Mode of Interpreting: | Consecutive✓ | Simultaneous✓ Whispering✓ Sight Translation |

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|------------------------|-------------------|--------------|------------|-------------------|----------------------------|
| Present Actors: | Defendant✓ | Interpreter✓ | Judge✓ | Prosecutor✓ | Witness |
| | Jury | Usher✓ | Solicitors | Defence Barrister | Court clerks/secretary✓ |
| | Legal Counsel✓ | Public✓ | | | |

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| Audibility: | The audibility was poor at the beginning of the session, but then rectified by the provision of headsets (by the court clerk) |
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| Physical settings |
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| Interpreter's roles: | Facilitator of communication Helps the client "understand" the complex legal language by simplifying it when interpreting into their native language. |
| Interpreter's status in the courtroom | At the very start her professional status was not acknowledged by the court so she had to interfere and establish her presence and status by asking the prosecutor to "stop" and allow her an opportunity to do her job. |
| OTHER COMMENTS | |

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| Interpreter swore an oath | At the start the interpreter was not given a chance to swear an oath, although she was already standing in the witness box prepared to begin. She was only given a chance to swear an oath after her intervention with the Prosecutor's speech (see CIS below). |
| Events of note | |
| Critical incidents (CIS) | The Prosecutor shoot off with his speech and the interpreter had to stop him with the request to give her the opportunity to do her job. After that he stopped, apologised, and gave her an opportunity to swear an oath and proceed to the dock to take a seat next to the defendant. |

Notes:

After the interpreter swore the oath (she had to ask the prosecutor to stop and give her a chance to do her job, she proceeds straight to the dock and takes a seat by the defendant.

The audibility in the courtroom was poor and I could tell that the Interpreter could barely hear anything until the usher gave her another an ear loop. She put it on and began to interpret simultaneously. I could only see she was very fluent and confident in her rendition but can't assess the quality of her interpreting.

When the case was over, she got her timesheet signed by the court personnel and I had a chance to talk to her. She admitted that also very often simplified her language when interpreting from English into Romanian because very often people struggle to understand complex legal language and if she didn't do that, they would not understand it. She also mentioned that knew the interpreters who did some court interpreting on the side of the cleaning job, which speaks volumes about the professional status of the interpreter as well as the quality of some interpreters.

OBSERVATION SHEET No. 10

| | | | |
|--|---|-------------------------------|-----------------------------------|
| Date: 03.03.2015 | Start time: 11AM | Finish time: 4:30PM | |
| Type of Court: Crown Court, Birmingham, Court 1 | Type of hearing: VAT fraud, sentencing | Language: Urdu/Panjabi | |
| Stage: witness examination/defence questioning | | | |
| Mode of Interpreting: | Consecutive✓ | Simultaneous✓ | Whispering✓ Sight Translation✓ |

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|------------------------|---------------|--------------------|----------------------|--------------------|-------------------------|
| Present Actors: | Defendant(3)✓ | Interpreter(3)✓ | Judge✓ | Prosecutor✓ | Witness |
| | Jury✓ | Usher✓ | Solicitors | Defence Barrister✓ | Court clerks/secretary✓ |
| | Counsel✓ | Members of public✓ | Technical assistant✓ | | |

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| Audibility: | Interpreters were provided with ear loops and reported acceptable audibility in this courtroom. |
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| Physical settings |
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| Interpreter's roles: | <p>"The ears of the Defendant"</p> <p>"Gatekeeper" -?</p> <p>"Helper" - ? (someone who helps them "understand" what is asked or said in the courtroom).</p> |
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| Interpreter's status in the courtroom | <p>In this hearing interpreters were in the dock with "their" defendants. One of the interpreters (N2) was interpreting all the time, whilst the other two (N1 and N3) remained silent most of the time and only interpreted what was related to a defendant and if the Defendant asked them-?.</p> <p>To an extent the interpreters are part of the courtroom/ part of the team - ?</p> <p>Not always due consideration is given to interpreters' presence.</p> |
| OTHER COMMENTS | |
| Interpreter swore an oath | No, they proceeded straight to the dock to a seat by the Defendants. (I assume they gave the oath before as this is the continuation of the hearing). |
| Events of note | <p>There were interruptions mainly made by the Judge, asking for clarification or keep the order in the courtroom (for ex. when the defendant attempted to counter question the Prosecutor).</p> <p>There were occasions where it was not clear what was said by the defendant, but in this case, they were asked for clarification.</p> |
| Critical incidents (CIS) | <p>One of the defendants, I had a chance to speak to during the break, admitted that would rather give evidence through the interpreter as this had clear benefits and advantage due to extra time for thinking over the answer as well as cross-examiner could not use direct aggressive tactics as that blow could be softened by interpreting.</p> <p>There were a few interpreters in the dock, but not all of them were interpreting at the same level or spoke the same amount. Some interpreters remained silent most of the time whilst one interpreter only was working in simultaneous mode throughout the whole hearing. When I questioned other interpreters on this they replied that they only interpreted the information relevant to their client's case and they had already been through this many times so there was no need to interpret all that to them again, they asked if they needed something or required a clarification on any matter.</p> <p>The interpreter #1 exchanges some comments and laughs with the client.</p> <p>(!) During one of the breaks a member of court personnel came out of the courtroom and made a comment about "nice cakes" one of the interpreters brought into the courtroom the other day and that he wished she brought some more. This was a very friendly comment like the one would make to a colleague at any other workplace that suggested to me that interpreters did become more or less equal actors of the courtroom and were seen as colleagues, as part of the team.</p> |

Notes:

The interpreter (female) (hereinafter the interpreter #1) remained silent during the examination of the other defendant/witness and make some brief comments occasionally, whilst the other interpreter (male) (hereinafter the interpreter #2) in the dock with the headset on his head, interpreting simultaneously for his client. The first (female) interpreter puts the headset on.

The judge interfered in a cross-examination process to clarify a few things with the cross-examiner. The female interpreter (#1) remained silent whilst the other interpreter (male, #2) continues simultaneous interpreting of what is being said.

The interpreter #1 (female) is sitting with arms crossed in silence. The interpreter #2 continues interpreting in simultaneous mode. The interpreter #1 makes occasional brief comments. The interpreter #2 is looking through the paper notes. The interpreter #1 does not have any paperwork.

The interpreter #1 and her client both put the headset on when the other defence barrister starts to examine and question the defendant in the witness box (This barrister cross-examined her client Mr Cameron on the 2nd of March, see the notes in Obs.N9). However, she does not interpret and remains silent. The interpreter #2 looks at the screen, where a case relevant document is displayed and continues interpreting simultaneously.

The barristers do not make any considerations to the presence of the interpreters in the dock. After a short break the interpreter #2 puts the ear loop on and starts interpreting straight away, the other two interpreters remain silent.

The case continues after a short break. The Jury take their places. Interpreters (all three) proceed straight to the dock and take their seats. The interpreter #2 interprets simultaneously to the client. The interpreter #1 remains silent and has headset on. The interpreter #2 has a headset on. The interpreter #1 puts a headset puts a headset on and starts making some comments to the client (whispering).

Both interpreters interpret simultaneously (whispering). The interpreter #2 has all the paperwork to go through with his client, whilst the interpreter #2 remains silent with no paperwork at hand. The interpreter #2 is doing sight translation.

There is a third interpreter (hereinafter the interpreter #3) in the dock, but she remains silent during the first session and only halfway through the second session she starts to do some interpreting to the client.

Afternoon session opens at 2:00 PM in the same courtroom and the same actors are present.

The session opens with the prosecutor's examination of the defendant. All three interpreters proceed straight to the dock. The interpreter #2 puts his ear loop straight on but, the other two interpreters remain silent. The interpreters #1 and #3 put their ear loops on and start interpreting in the consecutive (whispering) mode.

The interpreter #2 continues interpreting simultaneously the defendant's speech which is very fast and agitated. The other two interpreters remain silent.

A note has been passed from the Jury to the Judge: the question from the Jury.

The interpreter #1 has opened the folder with the paperwork to go through with the client during cross-examination of the defence barrister.

The judge suggested a short break at 3:00 PM. The interpreter #2 listens to what the Judge has said and interprets this back to the client. The other two interpreters remain silent.

After a short break at 3:10 PM, the interpreter #1 puts the ear loop on, so does the interpreter #2. The interpreter #2 starts to interpret simultaneously to his client, so does the interpreter #1 and #3.

Another defendant is called into the witness box, and he swears the oath to the court. At this point the interpreters #1 and #3 remain silent. The interpreter #2 continues interpreting in simultaneous mode. The barrister goes through the personal information (first name, age, address, contact details, marital status). As he goes through this information, all three interpreters remain silent.

The defendant answered “not guilty” to the charges. The interpreter #2 continues interpreting in a simultaneous mode. The interpreters #1 & #3 remain silent. The defendant's speech is quite fast but a bit slurred, not very clear articulation.

The Judge makes an intervention with the question and requests for clarification. The interpreter #3 interprets this to the client, so does the interpreter #2, the interpreter #1 remains in silence. Both, the barrister and the defendant carry on speaking normally without any consideration for interpreters in the dock.

***Additional note about previous defendant:** he speaks with a strong Black Country accent, when in the witness box, he was very agitated and frustrated, spoke with anger in plain English, but not always easy to understand because of the accent and use of colloquial regional language, not very well-spoken.

The Judge interrupted him with the question “I'm sorry?” as he probably did not hear clearly what the defendant said. This is undoubtedly must be even more difficult for the interpreters. The interpreters #2 and #3 interpret in whispering mode, the interpreter #1 keeps silent.

The defendant has been asked to repeat his statement on a number of occasions. The barrister is going through the document sentence by sentence and the interpreter #2 has the opportunity to interpret consecutively, but switches to simultaneous when things speed up and/or the question is immediately followed by the answer. The other two interpreters remain silent.

(CIS!) The interpreter #1 exchanges some comments and laughs with the client.

I had a chance to speak with the interpreters, mainly the interpreter #1 and #3 during the lunch break and during some breaks between sessions. They feel that the status of the interpreter has tremendously changed following the takeover by Capita. They feel that the profession of the interpreter in court is no longer respected, and this is not only reflected in their pay, but also in

the attitude from the court personnel. They linked it to a general slip in interpreting standards due to utilising unprofessional and unqualified interpreters by Capita. This alters the picture for the professional interpreters.

They also said that many interpreters who had been boycotting Capita are coming back to business as they have no choice. When I asked them why they did not interpret everything that was happening in the courtroom to the defendant, they replied that most of what was happening there had nothing to do with their client as those defendants who were questioned on the day were on their own and had nothing in common with their clients. They only interpreted what was relevant to their client's case or if their client asked a question and wanted to hear interpretation. The interpreter #2 had all the paperwork with him in the dock, whilst the interpreters #1 & #3 did not have it. When I asked them why, they replied that they knew the case very well by that point and they did not need to have these materials with them.

It is also worth noting that the interpreter #2 was interpreting nearly all the time mainly simultaneously for his client. I did not have a chance to ask him why, whether everything was relevant to his client's case on the day, or he just did it because he felt he needed anyway irrelevant of what was important for the case. However, I noticed that after my question about why they did not interpret everything in the courtroom, the interpreters #1 & #3 were slightly more active with interpreting in the next session. This could be either a mere coincidence or my direct influence on their interpreting as they may have felt the pressure of my presence in the courtroom and observing their work.

Also, I spoke with two defendants. One of them spoke English, and another one I was talking to through the interpreter #3. The English-speaking defendant said that he wished he had gone for the interpreter option to speak on his behalf in court as he felt that having an interpreter in court puts you in an advantages position, because you have time to think about the answer. Also, when questioned in English, the barristers can use tactics to elicit answers and information they want to feed their account of events. When speaking through the interpreter, they have to be more direct and avoid complex questions. The interpreter also makes sure the defendant understands what was asked. When speaking without an interpreter, no one will make it easily accessible for you or ensure your understanding of the question.

The defendant #2 (I spoke to through the interpreter) reported that he heavily relied on his interpreter as did not understand any English but would not consider the interpreter as a "friend" or "helper". He did fully understand that his interpreter's role was there to interpret for him everything what was said in the courtroom.

It was, however, interesting to note that the interpreters were talking to their clients during breaks. I could see them laughing together. One of the defendants was particularly friendly with everyone including barristers and interpreters, and they were rather friendly to him.

(CIS!) During one of the breaks a member of court personnel came out of the courtroom and made a comment about "nice cakes" one of the interpreters brought into the courtroom the other

day and that he wished she brought some more. This was a very friendly comment like the one would make to a colleague at any other workplace that suggested to me that interpreters did become more or less equal actors of the courtroom and were seen as colleagues, as part of the team.

Interpreters also noted that very often they “lower the register” for their clients to ensure their understanding, as otherwise the client may not even understand what they're talking about in their native language. Also, they feel that it's impossible to completely distance themselves from the client as it is only natural for a human being and they do find themselves sometimes talking to them or supporting, assisting in any other way. Simplifying the language for clients who are illiterate is a very common practice as they reported, and they do that nearly all the time.

The interpreter #1 said that the other day (I was not present then) during the same case one of the barrister's speeches was really fast and she had to raise her hand and very firmly asked him to slow down. He apologised and slowed down the speed of his speech delivery.

As for different courts, they both replied that the Crown Court is the most difficult and challenging with regards to vocabulary, pressure, speed of delivery and the whole atmosphere. Family court is very hard emotionally, but linguistically easier, and the Immigration court is the easiest to work at/with and generally they are the most relaxed in terms of the atmosphere.

DPSI and other training courses cover differences between all the courts.

Additional notes:

Lunch with interpreters on 03/03/2015

2 Asian interpreters invited me to join them for lunch and discuss my research project. I followed them to the local Asian fast-food shop; we ordered some food there and took a seat. To my surprise I also met there one of the defendants who seemed to be on friendly terms with them. (In fact, he introduced me to them in court and asked them to look after his Russian friend.) One of the interpreters was very happy to talk about her experience as an interpreter and gladly shared her thoughts and ideas. They both felt that the status of the interpreter had dramatically changed following Capita takeover. The first defendant seemed to be very friendly with interpreters and court personnel. He introduced me to his barrister and court interpreters and was very happy to talk and answer my questions related to research.

Conversation with the defendants and a barrister on 03/03/2015

I managed to have a quick word with the barrister and his defendant about using the interpreters in court. The defendant expressed his view that although he could speak good English he regretted not going for interpreter in the end as he could by being Asian. In his view interpreter is a lot of help to the defendant as not only they convey the message from one language to another but also cross-examiners (Prosecutors) use different tactics with non-English speaking defendants

which makes it a lot easier for them as well as this gives them more time to think over their answer. Overall, he felt that defendants who have interpreters in court are in fact in more advantageous position than native speakers. The second defendant did not speak English therefore I communicated with him through the interpreter, and he said that was completely reliant on his interpreter because he had very limited understanding of the English language and he accepted that the role of his interpreter was purely just to interpret what was happening in court to him and his evidence back to court and no more than that. His barrister also was rather friendly and gladly shared his contact details and agreed to participate in the survey. At that point I was only in the process of deliberating the questionnaires, so I only sent him 3 main questions which answered in a lot of details. His answers are saved in My Desktop/PhD/Research/Survey/Court Officials folder.

OBSERVATION SHEET No. 11

| | | |
|---|---|----------------------------|
| Date: 12.03.2015 | Start time: 2PM | Finish time: 4:30PM |
| Type of Court: Magistrates' Court, Birmingham, Court 7 | Type of hearing: Driving offence | Language: Pashto |
| Stage: Report reading | | |
| Mode of Interpreting: | Consecutive✓ | Simultaneous✓ |
| | Whispering✓ | Sight Translation |

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|------------------------|------------|------------------|---------------------|--------------------|-------------------------|
| Present Actors: | Defendant✓ | Interpreter✓ | Judge | Prosecutor | Witness |
| | Jury | Usher✓ | Solicitors | Defence Barrister✓ | Court clerks/secretary✓ |
| | Counsel✓ | Magistrates (2)✓ | Probation Officers✓ | | |

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| Audibility: | At times the Magistrates' microphone was off and it was difficult to hear them, otherwise it was ok. |
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| Physical settings |
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| Interpreter's roles: | Facilitator of communication (The interpreter interpreted for the defendant during the proceeding and after – to help the Probation Officer to fill in the form) |
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| Interpreter's status in the courtroom | Professional Communicator, bridging the gap between the court officials and the defendant (client) Not much (if any at all) consideration was given to the presence of the interpreter in the courtroom. |
| OTHER COMMENTS | |
| Interpreter swore an oath | Yes, unprompted |

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| Events of note | The court proceeding was interrupted at least twice by the absence of the report from the Probation Officer. |
| Critical incidents (CIS) | <p>On one occasion after a break an interpreter and a defendant were called in into the courtroom again, the defendant went straight to the dock, but the interpreter was shown to take a seat separately. The conversation regarding the report was resumed by the magistrates and attorneys. At this point the interpreter stood up and went to the dock, took a standby the window and started to interpret simultaneously. No one gave any notice to that fact, and it was taken as a normal situation.</p> <p>After that the probation officer, the interpreter and the defendant were sitting outside the courtroom completing some forms. The interpreter interpreted what was said to him by the officer and his answers back to the officer who was filling out the form.</p> <p>This interpreter also said that usually lowers the register when interpreting back to the client, he makes sure they understand what is said and/or asked of them (afghani people, who mostly his clients are), do not have a concept of a legal system at all, since they don't have it in their home country. Therefore, the interpreter has to lower the register and sometimes explain them the terms used by the court officials as otherwise not only it would be nearly impossible to render the meaning into the target language (Pashto) due to the absence of legal terminology in this language, but also the client will not be able to understand what is said to him at all.</p> |

Notes:

The interpreter swears the oath in front of the dock and then stayed by the dock, interpreting to the client through the glass, there were special holes in the glass. The interpreter was using simultaneous mode most of the time and only when the magistrates or other court officials addressed directly to the client, there were pauses for the interpreter to interpret consecutively for the client. All the time when the court officials were discussing matters of the case, no consideration was given to the presence of the interpreter in the courtroom.

After a forced break due to the absence of the report from the probation officer the defendant was invited to take a place in the dock, whilst the interpreter was asked to take a seat by the usher and not by the dock. They (the magistrates) and other court actors started to discuss the case and the fact that the probation officers failed to provide a report on time. It was clear from the situation that they did not intend those discussions for the defendant as the interpreter was nowhere near by him. (CIS!) However, the interpreter stood up and proceeded to the dock and started interpreting for the defendant through the glass without asking for permission to do so. That was taken for granted by the court officials as no comments were made to that fact, they just carried on the discussion without stopping and the interpreter continued to discharge his duties in a simultaneous mode.

When the hearing was adjourned again and transferred to a different courtroom, the interpreter and the defendant were sitting together waiting for their case to be continued. The defendant was

occasionally asking something, and the interpreter provided rather brief answers. I don't know what this was about due to my own linguistic limitations.

The case was sent back to the original court #7 and finally adjourned due to the absence of the report from the probation officer.

(CIS!) After that the probation officer, the interpreter and the defendant were sitting outside the courtroom completing some forms. The interpreter interpreted what was said to him by the officer and his answers back to the officer who was filling out the form.

Once the form was completed the defendant left and I had a chance to speak to the interpreter who told me that this booking was made for one hour only and lasted about 2.5 hours which stopped him from going to his next booking at the Crown Court. He had to call them and explain why he could not turn up for the Crown Court case on that day (a big murder trial). He is an NRPSI registered interpreter. He boycotted Capita for a year or so but had to go back in the end and accept lower rates. He is now thinking of giving up interpreting completely as he feels that the status of the interpreter has changed following Capita's taking over. He said: "I can accept low rates but cannot accept the lack of respect for the profession and skills I brings into this job". He cannot accept the overall attitude towards interpreters which has utterly changed for worse. He also believes that the biggest influencing factor for that is a large number of unqualified interpreters, who not only have lowered the standards but also created untrust and negative attitudes towards interpreters which is no longer seen as a respectable profession.

On a separate note:

The interpreter was dressed very smartly and even was taken for a lawyer by a drunk man outside the court. It is interesting to note that so far, I have seen male interpreters dress a lot smarter and more professional than female interpreters usually they wear suits and tie etc.

(CIS!) This interpreter also said that usually lowers the register when interpreting back to the client, he makes sure they understand what is said and/or asked of them (afghani people, who mostly his clients are), do not have a concept of a legal system at all, since they don't have it in their home country. Therefore, the interpreter has to lower the register and sometimes explain them the terms used by the court officials as otherwise not only it would be nearly impossible to render the meaning into the target language (Pashto) due to the absence of legal terminology in this language, but also the client will not be able to understand what is said to him at all.

OBSERVATION SHEET No. 12

| | | | |
|---|--------------------------------------|--|---------------------------------|
| Date: 16.03.2015 | Start time: 2PM | Finish time: 4:30PM | |
| Type of Court: Crown Court, Birmingham, Court 12 | Type of hearing: Murder trial | Language: Panjabi/Pashto | |
| Stage: Legal arguments | | | |
| Mode of Interpreting: | Consecutive | Simultaneous (Conference interpreting)✓ | Whispering Sight Translation |

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|------------------------|-------------------|------------------|------------|--------------------|-------------------------|
| Present Actors: | Defendant (7)✓ | Interpreter (3)✓ | Judge✓ | Prosecutor✓ | Witness |
| | Jury | Usher✓ | Solicitors | Defence Barrister✓ | Court clerks/secretary✓ |
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| Audibility: | Good |
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| Physical settings |
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| Interpreter's roles: | <p>In this court there were several interpreters: 2 did conference interpreting outside the dock, they were supplied with the equipment necessary to perform conference interpreting. Two interpreters were working in tandem, taking turns and taking regular breaks as conference interpreters do. One interpreter was in the dock.</p> <p>Facilitator of communication</p> |
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| Interpreter's status in the courtroom | Professional (they were acknowledged and respected by the court personnel) |
| OTHER COMMENTS | |
| Interpreter swore an oath | Only on the very first day of the trial. |
| Events of note | |
| Critical incidents (CIS) | <p>Murder trial, 7 defendants, legal arguments. The most interesting thing here was the use of conference interpreting techniques and equipment. Two interpreters were employed by Court through Capita, who were sitting outside the dock with a head set and a mike on and interpreted simultaneously by taking turns (worked in pairs) every 1-1.5 hour. The equipment was provided by Capita. All the defendants had a headset. Interpreters were very happy to work in a conference mode because they did not need to sit next to defendants in the dock and it was more convenient as no one else was whispering nearby, that would have been the case had they been seated in the dock. Conference interpreting was first used in Ireland and offered by Capita as an optimal and cost saving solution to the court.</p> <p>An interpreter was sitting next to me taking notes.</p> |

Notes:

I first took a seat in the general public area, but one of the interpreters I was acquainted with invited me into the courtroom where I could observe and see everything better.

This session was devoted to the legal arguments and discussions between barristers. There were no Jury in court on this day.

(CIS!) An interpreter was sitting next to me taking notes.

A session was paused a few times for short breaks during which I had a chance to get to know other interpreters and have a conversation with them regarding the trial and their role how things have changed in their view etc.

Interpreters (two conference interpreters) were taking turns everyone 1-1.5 hour. They agreed a turn taking schedule between themselves and found this mode very convenient. They reported good audibility through their hearing loops. They were separated from the defendants as they were seated outside the dock. This took a lot of pressure off them as at times sitting in the dock in the close proximity to the defendants who might have committed horrible crimes was not particularly pleasant experience for most interpreters I was talking to. This mode of interpreting is also most efficient for the trial with many language users (seven in this case) which makes more financial sense as well. The interpreters worked in pairs which gave them time to rest. They regularly engaged with barristers should they need to take a break. However, refreshments were not provided for them, just water.

L. Green, PhD Thesis, Aston University, 2024.

An interesting fact to note: I was only allowed to the room (not just in general public area, but actually into the courtroom) when the interpreter said that I'm his interpreter colleague and do research and he knows me.

OBSERVATION SHEET No. 13

| | | | |
|--|--------------------------------------|--|------------------------------------|
| Date: 17.03.2015 | Start time: 10AM | Finish time: 4:30PM | |
| Type of Court: Crown Court, Birmingham, Court 12 | Type of hearing: Murder trial | Language: Panjabi/Pashto | |
| Stage: Closing speeches | | | |
| Mode of Interpreting: | Consecutive✓ | Simultaneous✓ Conference interpreting✓ | Whispering✓ Sight Translation |

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|------------------------|------------|-------------------------|------------|--------------------|----------------------------|
| Present Actors: | Defendant✓ | Interpreter(3)✓ | Judge✓ | Prosecutor✓ | Witness |
| | Jury✓ | Usher✓ | Solicitors | Defence Barrister✓ | Court clerks/secretary✓ |
| | Public✓ | Technical assistant✓ | | | |

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| Audibility: | Good |
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| Physical settings |
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| Interpreter's roles: | Facilitator of communication |
| Interpreter's status in the courtroom | Professional (they were acknowledged and respected by the court personnel) |
| OTHER COMMENTS | |
| Interpreter swore an oath | Only on the very first day of the trial. |

| Events of note | |
|--------------------------|---|
| Critical incidents (CIS) | <p>There was another interpreter sitting next to me in the public area taking notes.</p> <p>On one occasion a barrister raised his hand and asked for a break for the interpreters. As I followed this up with them later on they said that the barrister was in a sort of agreement with them and if they needed a break they would make this request through him and he would stand up and speak to the judge to ask for a break.</p> <p>Another critical incident the judge asked the jury if they needed a break and let them have one but he did not ask the interpreters or anyone else in the room. Eventually the court broke up for a short break. I followed this up with the interpreters and they did not feel anything abnormal in this situation and said that the break was always provided for them when needed requested.</p> <p>The most interesting thing happened after the hearing, when I spoke to one of the interpreters who told me in secret that his colleague was taking notes during the hearing to appeal on the grounds on incompetent interpreting. One of the conference interpreters was not proficient enough in the language he was recruited for and there were many mistakes.</p> |

Notes:

The session was opened by one of the defence barristers and then proceeded to the Prosecutor's closing speech, which lasted until the end of the day (until 4:30 PM).

The Prosecutor's speech was very powerful and convincing.

Similarly, to the previous day, the same interpreters were interpreting simultaneously through the conference interpreting equipment and took turns every 1.5 hour. The third interpreter was in the dock, interpreting simultaneously to one of the defendants. He was working on his own without a colleague to support him (like the majority of court interpreters do).

(CIS!) There was another interpreter sitting next to me in the public area taking notes.

Again, I was allowed into the courtroom thanks to one of the interpreters who already knew me by then. He personally spoke to the usher, and I was let in.

(CIS!) On one occasion a barrister raised his hand and asked for a break for the interpreters. As I followed this up with them later on they said that the barrister was in a sort of agreement with them and if they needed a break they would make this request through him and he would stand up and speak to the judge to ask for a break.

(CIS!) Another critical incident: the Judge asked the Jury if they needed a break and let them have one but he did not ask the interpreters or anyone else in the room. Eventually the court broke up for a short break. I followed this up with the interpreters and they did not feel anything abnormal in this situation and said that the break was always provided for them when needed/requested.

The most interesting thing happened after the hearing. One of the interpreters confessed to me that the interpreters employed by court to do conference interpreting in fact did not do a very good job, simply because they both were speaking at different variation of Pashto. One of them did not speak it at a high level or to an acceptable level to do the job. They used a variant of Pashto which employed lots of English words (I myself was surprised to hear some English words coming through their interpreting) and the afghani defendants would not be able to understand it properly. The interpreter, who told me that along with this with his other colleague, who was taking notes next to me could not bear it and left the courtroom a few times as they simply could not tolerate their flagrant mistakes. They tried to raise this issue, but no notice was taken. His colleague was taking notes in order to make an appeal case and invoke retrial. This interpreter also said that had no doubts the case would be re trialled on the basis of incompetent interpreting.

He also told me that the Judge was clearly biased and perhaps even racist. There was an incident during the hearing that one of the Jury members handed in a note to the Judge that in their opinion there were biased members in the Jury who passed on some racist and nationalistic comments about the defendants. The trial should have been stopped immediately at that point and new Jury convoked but, this did not happen, and the comment was ignored by the Judge so the trial continued.

13.04.2015: Lunch with the Pashto interpreter

Lunch with the interpreter following the interview. **He told me about the turnaround of the murder case that it was no longer seen as a murder but as a manslaughter**. He also told me that one of the original conference interpreters of Pashto resigned from the trial and did not respond to any calls or messages. This could be due to his language skills being questioned by one of his colleagues who had been taking notes during the trial.

OBSERVATION SHEET No. 14

| | | | |
|--|--|---------------------------|----------------------------------|
| Date: 09.04.2015 | Start time: 11AM | Finish time: 1PM | |
| Type of Court: Magistrates' Court, Birmingham, Court 6 | Type of hearing: Smuggling, people trafficking across the UK border | Language: Romanian | |
| Stage: Plea (initial hearing before referring to Crown Court) | | | |
| Mode of Interpreting: | Consecutive✓ | Simultaneous✓ | Whispering✓ Sight Translation |

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|------------------------|------------|--------------|----------------------------------|-------------------|-------------------------|
| Present Actors: | Defendant✓ | Interpreter✓ | Judge Magistrates✓ | Prosecutor✓ | Witness |
| | Jury | Usher✓ | Solicitors | Defence Barrister | Court clerks/secretary✓ |
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| Audibility: | Poor |
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| Physical settings |
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| Interpreter's roles: | Facilitator of communication, 3 rd party Helper - ? |
| Interpreter's status in the courtroom | Professional |
| OTHER COMMENTS | |

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|---------------------------|---|
| Interpreter swore an oath | Not sure she did |
| Events of note | |
| Critical incidents (CIS) | <p>The Interpreter first went to the dock to take a seat by the defendant. The magistrate asked her to get out and take a stand in front of the dock, talking to the defendant through the glass.</p> <p>The Romanian interpreter was seen speaking to another client and clearly was helping him to make a telephone call.</p> |

Notes:

Before the hearing took place, the Romanian interpreter was called in a couple of times into the courtroom. I saw her talking with the court staff (usher and barristers) in a very friendly manner. They were laughing and chatting. After that I saw her outside the courtroom 6 talking to a Romanian guy in their native language. It looked like she was explaining something to him and helping him out to make a telephone call. The man looked a bit agitated. The way she handled the conversation with him came across as if they were friends or at least good acquaintants. I asked her afterwards whether he was her client and she replied "no", but she did not say who he was. I assumed he was her colleague as she was quite friendly with him. Later, I found out he was a defendant but not her client, he was her colleague's client and she interpreted for him in consultation but not in the courtroom.

She was finally called to the courtroom 6, and I followed her. She proceeded to the dock, but the Magistrate asked her why she wanted to be there. She replied that she would hear better what the defendant was going to say, but the Magistrate objected to that and asked her to get out of the dock and take a place right in front of the dock, where there was a stool (or a bench). The Magistrate asked her to sit down there.

The Defendant walked into the dock. The interpreter stood up and approached the glass window with the holes in it. She tried to stand as close as possible to the glass holes so that she could hear him and interpret for him. He was standing very close to the glass hole.

When the indictment was read to him by the legal secretary, they made pauses for the interpreter to interpret consecutively. However, when the Prosecutor and the Defence barrister were talking, they did not make pauses for the interpreter, and she had to carry on interpreting simultaneously. Moreover, as she was standing right behind them, and they were talking to the Magistrates it was very difficult to hear and make out their words. The Defence barrister was speaking particularly quietly and although she was standing right behind him, she told me later that she was struggling to hear him well and interpreting was extremely difficult on that occasion.

She also noted that it was very uncomfortable to stand in front of the dock and talk through the glass, but the Magistrate had to follow safety procedures, therefore, he did not allow her to stay in the dock with the defendant.

The case was referred to the Crown Court as the defendant, a lorry driver, who helped non-EU nationals to cross the UK Border and get into the UK illegally. The defendant himself is a Romanian national (EU) national.

The defendant is taken back to the cells. The interpreter gets her form signed by the usher and leaves the room. Soon after she was called for more interpreting in the cells.

After the hearing I saw her talking and laughing with the usher and some other court officials (solicitors and defence barristers).

There also were moments when she was silent.

OBSERVATION SHEET No. 15

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|---|--|----------------------------|----------------------------------|
| Date: 09.04.2015 | Start time: 2PM | Finish time: 3:15PM | |
| Type of Court: Magistrates' Court, Birmingham, Court 1 | Type of hearing: Drink-driving, failure to use the breathalyser | Language: Romanian | |
| Stage: Final hearing, fine issued | | | |
| Mode of Interpreting: | Consecutive✓ | Simultaneous✓ | Whispering✓ Sight Translation |

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|------------------------|------------|--------------|-----------------------|--------------------|----------------------------|
| Present Actors: | Defendant✓ | Interpreter✓ | Judge Magistrates✓ | Prosecutor✓ | Witness✓ |
| | Jury | Usher✓ | Solicitors✓ | Defence Barrister✓ | Court clerks/secretary✓ |
| | Public✓ | | | | |

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| Audibility: | Good |
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| Physical settings |
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| Interpreter's roles: | Facilitator of communication |
| Interpreter's status in the courtroom | Professional |
| OTHER COMMENTS | |
| Interpreter swore an oath | Yes |
| Events of note | |

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| Critical incidents (CIS) | <p>The Romanian interpreter from the previous hearing also attended as she was interested in the outcome, and she did sympathise with the defendant and commented that he must have been very "pissed off" with the Magistrates' decision.</p> <p>There was another interesting moment during this hearing: the usher entered the room after the Magistrate announced the fine and he asked the interpreter next to me for a quick update and she replied that he was found guilty, and a penalty was issued. The usher exchanged another line with her and took a seat. To my surprise, it looked like both, the interpreter and the usher, we're not indifferent to what was going on in the courtroom and to some extent cared for the defendant.</p> |
|--------------------------|--|

Notes:

The Romanian interpreter from the previous case also joined me and sat down next to me. She was very interested in what was happening in the courtroom and sympathised deeply with the defendant. She was full of resentment when the Magistrate announced the amount of a fine. She exclaimed quietly to herself something like "Bloody hell! Oh my God! 600 pounds for that!"

In the meantime, her colleague, another Romanian interpreter, was interpreting very quickly with confidence and very professionally. She was standing next to the defendant in the dock without a glass, facing the Magistrates. She was interpreting consecutively when the secretary and Magistrates talked to the Defendant and simultaneously when they talked between themselves.

The audibility was quite good as there was no glass in the dock (open dock).

When I asked the Romanian interpreter sitting next to me whether it would be possible to speak to the defendant after the hearing. She came back to me with a reply: "he's very pissed off, unlikely he would want to talk to you!"

(CIS!) There was another interesting moment during this hearing: the usher entered the room after the Magistrate announced the fine and he asked the interpreter next to me for a quick update and she replied that he was found guilty, and a penalty was issued. The usher exchanged another line with her and took a seat. To my surprise, it looked like both, the interpreter and the usher, we're not indifferent to what was going on in the courtroom and to some extent cared for the defendant. The interpreter came across a bit upset and annoyed with the decision of the Magistrates and very briefly she expressed her opinion on the case to me that she did not feel this was fair. (I need to clarify that this was the very interpreter I saw that morning in front of court 6 talking to this particular defendant and assisting him with some phone calls).

Later when I queried her about that morning, she replied that just said to him that could not help him and that since she was not booked for him that morning, she could not help him. However, despite her stating this to me I felt under the impression that her conversation with him was longer than that, and she in fact did assist him with some phone calls (unless I got something wrong here).

She seemed deeply concerned about the outcome of the case. The other interpreter (the one who was booked for this hearing) did not talk to me about it and seemed very professional. She did not provide any opinions or views. I saw her interpreting for this client after the hearing when he was talking to the solicitors. He was very angry and distressed.

Conversation with the interpreter:

After the hearing described above, I had a chance to talk to the interpreter about her work in different court types etc. She said that her work was not regular and also commented on general deterioration in this field following the Capita's take over. She took a questionnaire to complete at home I also e-mailed her one and she replied that completed it but omitted to attach. I contacted her with the request to attach it and she did not come back to me to date.

OBSERVATION SHEET No. 16

| | | | |
|--|-----------------------------------|--------------------------|----------------------------------|
| Date: 13.04.2015 | Start time: 2PM | Finish time: 3PM | |
| Type of Court: Crown Court, Birmingham, Court 2 | Type of hearing: Rape case | Language: Bengali | |
| Stage: Jury empanelment | | | |
| Mode of Interpreting: | Consecutive✓ | Simultaneous✓ | Whispering✓ Sight Translation |

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|------------------------|------------|--------------|------------|--------------------|-------------------------|
| Present Actors: | Defendant✓ | Interpreter✓ | Judge✓ | Prosecutor✓ | Witness✓ |
| | Jury✓ | Usher✓ | Solicitors | Defence Barrister✓ | Court clerks/secretary✓ |
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| Audibility: | Poor (no hearing loop provided for the interpreter) |
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| Physical settings |
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| Interpreter's roles: | Facilitator of communication |
| Interpreter's status in the courtroom | Professional, however not much consideration was given to his ability to hear the court well. |
| OTHER COMMENTS | |
| Interpreter swore an oath | Yes, at the beginning of the hearing |

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| Events of note | This was a preliminary hearing followed by Jury empanelment by the Judge. |
| Critical incidents (CIS) | <p>The interpreter had no equipment, and it was clear that he could no hear very well.</p> <p>The Judge was speaking quietly, and I am not sure the interpreter in the dock could hear him very well. The interpreter did not have an ear loop and I could see him struggle to hear what was said. He was, however, interpreting consecutively most of the time. He was craning out in the attempt to lean forward so he could hear better through the glass in the dock. I also noticed he was gesticulating a lot which suggested to me that he was trying to fill the gaps in meaning which he might have missed with gestures.</p> |

Notes:

When the judge was speaking directly to the defendant he was speaking louder and made pauses for the interpreter.

The jury were let in (13 people) one by one and they sat on the chairs by the dock; then their names were called out and they proceeded to take their seats on the Jury bench. After that the jury was asked to swear an oath, the wording was not the same and there were differences.

The interpreter did not interpret everything at this point and possibly just made the summary of what was happening in the courtroom and, perhaps, was explaining to the defendant what was going on.

After the jury swore the oath, the Judge announced the day and time of the next hearing (it was the following morning), the interpreter and the defendant left the courtroom.

OBSERVATION SHEET No. 17

| | | | |
|---|-----------------------------------|--------------------------|----------------------------------|
| Date: 14.04.2015 | Start time: 10:30AM | Finish time: 4PM | |
| Type of Court: Crown Court, Birmingham, Court 2 | Type of hearing: Rape case | Language: Bengali | |
| Stage: Witness cross-examination | | | |
| Mode of Interpreting: | Consecutive✓ | Simultaneous✓ | Whispering✓ Sight Translation |

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|------------------------|-----------------------|--------------|-------------|--------------------|----------------------------|
| Present Actors: | Defendant✓ | Interpreter✓ | Judge✓ | Prosecutor✓ | Witness✓ |
| | Jury✓ | Usher✓ | Solicitors✓ | Defence Barrister✓ | Court clerks/secretary✓ |
| | Members of public✓ | | | | |

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| Audibility: | Good (this time the interpreter had an ear loop) |
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| Physical settings |
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| Interpreter's roles: | Facilitator of communication |
| Interpreter's status in the courtroom | Professional, acknowledged |
| OTHER COMMENTS | |
| Interpreter swore an oath | On the previous day at the start of the hearing |

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| Events of note | The Prosecutor's speech followed by the video-recorded statement; After that the Defence Barrister started cross-examining the victim as the main witness. |
| Critical incidents (CIS) | <p>Rape case, witness cross-examination. Interpreter was provided with the equipment this time and sat closer to the defendant.</p> <p>After a short break in the morning the defendant and the interpreter went back to the dock and whilst we were waiting for the hearing to continue the security guard started to talk to the interpreter and I could hear him say: "You do not have to whisper now, I'm talking to you". He probably was not aware that the interpreter is required to interpret everything to the client.</p> |

Notes:

The witness was sitting behind the screen so as only the Judge and the Jury (and possibly the cross-examiner could see her).

The interpreter was mostly using consecutive mode although on a number of occasions he switched to simultaneous mode.

This time he had a hearing loop and was sitting closer to the defendant so he could hear better. I also noticed that he gesticulated much less than on the previous day.

A few times the public and the defendant along with the interpreter were asked to leave the courtroom for a few minutes for the witness to come in or when the witness required a break. A couple of times the interpreter and the defendant went through the dock (presumably where the cells are). However, the other time they went out to the corridor. I saw the interpreter was always next to the defendant ready to interpret for him ad hoc. I approached them a few times during these short breaks and waiting periods and the interpreter gladly was talking to me and if I asked questions to the defendant, he was happy to interpret that.

The interpreter told me that he was supplied with a hearing loop that day and that was a lot better. He also said that the defendant was in a lot of distress, understandably, but was happy to try to do the questionnaire with him which didn't happen in the end.

During cross-examination the defendant stood up a few times due to his back pain. The interpreter had to explain that to the Judge. The interpreter also stood up with him.

(CIS!) After a short break in the morning the defendant and the interpreter went back to the dock and whilst we were waiting for the hearing to continue the security guard started to talk to the interpreter and I could hear him say: "You do not have to whisper now, I'm talking to you". He probably was not aware that the interpreter is required to interpret everything to the client.

L. Green, PhD Thesis, Aston University, 2024.

Also, during the breaks, I was talking to the defence barrister. When the video statement was shown to the Jury, the interpreter interpreted mainly consecutively possibly just summarising the main points to the defendant.

OBSERVATION SHEET No. 18

| | | | |
|---|--|-----------------------------|-----------------------------------|
| Date: 17.04.2015 | Start time: 10AM | Finish time: 12AM | |
| Type of Court: Crown Court, Birmingham, Court 5 | Type of hearing: sexual child abuse | Language: Portuguese | |
| Stage: Closing speeches, Jury deliberating verdict | | | |
| Mode of Interpreting: | Consecutive✓ | Simultaneous✓ | Whispering✓ Sight Translation✓ |

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|------------------------|------------|--------------|-------------|--------------------|-------------------------|
| Present Actors: | Defendant✓ | Interpreter✓ | Judge✓ | Prosecutor✓ | Witness |
| | Jury✓ | Usher✓ | Solicitors✓ | Defence Barrister✓ | Court clerks/secretary✓ |
| | Public✓ | | | | |

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| Audibility: | Good (the interpreter has an ear loop) |
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| Physical settings |
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| Interpreter's roles: | Interpreting for the Defendant # "She was like a robot" (A neutral transmitter? A machine?) |
| Interpreter's status in the courtroom | Invisible |

| OTHER COMMENTS | |
|---------------------------|---|
| Interpreter swore an oath | |
| Events of note | The session started with the Defence closing speech and the Judge's summing up. After that the Jury left to deliberate the verdict. |
| Critical incidents (CIS) | Child abuse, closing speeches and verdict deliberation. It was interesting that the interpreter although sitting by the defendant was not looking at him when interpreting, she seemed a bit mechanic as if she was trying to distance herself from him. (The case was rather nasty). During the break she disappeared, and I did not have a chance to speak to her. Although at some point I saw her playing with one of children presumably from a defendant's family. This is not clear as I did not have a chance to talk to the interpreter. |

Notes:

The interpreter was interpreting simultaneously most of the time. She had a hearing loop and was sitting next to the defendant in the dock. **She was like a robot** just sitting there interpreting without even looking at the defendant. I could only hear her quite interpreting. She was given some papers to interpret for the defendant, so she used sight translation mode at this point.

In the hall the interpreter disappeared very quickly, and I could not find her. However, I saw her later in the afternoon sitting in front of the court and playing with kids who came along either with the defendant's side or victim's side (I think the defendant's as he was there nearby as well).

The Jury asked for the transcripts of the video recorded victim's statement as they could not arrive to an agreement on the case. I did not manage to get hold of the interpreter.

OBSERVATION SHEET No. 19

| | | | |
|---|--------------------------------------|---|----------------------------------|
| Date: 17.04.2015 | Start time: 12AM | Finish time: 4:30PM | |
| Type of Court: Crown Court, Birmingham, Court 12 | Type of hearing: Murder trial | Language: Panjabi/Pashto | |
| Stage: Judge summing up | | | |
| Mode of Interpreting: | Consecutive | Simultaneous✓ (conference interpreting)✓ | Whispering✓ Sight Translation |

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|------------------------|----------------------|-----------------|-------------|--------------------|-------------------------|
| Present Actors: | Defendant(7)✓ | Interpreter(3)✓ | Judge✓ | Prosecutor✓ | Witness |
| | Jury✓ | Usher✓ | Solicitors✓ | Defence Barrister✓ | Court clerks/secretary✓ |
| | Technical Assistant✓ | Public✓ | | | |

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| Audibility: | Good (interpreters are provided with all necessary equipment to do their job) |
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| Physical settings |
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| Interpreter's roles: | Facilitating communication via conference interpreting |
| Interpreter's status in the courtroom | Professional |
| OTHER COMMENTS | |

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|---------------------------|---|
| Interpreter swore an oath | N/a for this stage |
| Events of note | |
| Critical incidents (CIS) | As for the conference interpreters, one of them was different from previous sessions I attended. He was replaced by the interpreter who had been taking notes next to me when I attended the hearing at the end of the end of March. When I asked them during the break what happened to that interpreter, I was told that he had gone on holidays to Pakistan and did not answer calls or text messages. |

Notes:

I entered the courtroom; the hearing was already in progress. It started that morning at 10:00 AM. I first was sitting in the public area, but after the lunch break, I asked the usher to let me in the courtroom, so I took a seat in the courtroom.

The Judge was summing up the case to the Jury and no one else was talking. The interpreters had the conference interpreting equipment and were interpreting simultaneously taking turns every 1.5 hour, they were working in pairs.

The third interpreter was sitting in the dock with the defendant, whose language was different from the rest of the defendants. He was also interpreting simultaneously (whispering) however at times he was silent (presumably at this time he was summing up some points and providing a summary to the defendant using consecutive mode).

(CIS!) As for the conference interpreters, one of them was different from previous sessions I attended. He was replaced by the interpreter who had been taking notes next to me when I attended the hearing at the end of the end of March. When I asked them during the break what happened to that interpreter, I was told that he had gone on holidays to Pakistan and did not answer calls or text messages.

So, it was particularly interesting as last time my understanding was that his colleagues- interpreters were not particularly happy with him and were taking notes to potentially use them in appeal or perhaps against him (adversarial interpreting). What exactly happened to that interpreter (Mr Hassan) is still unclear to me, but the fact that he does not answer text messages of his colleagues may suggest that there was a conflict, and he could have been removed from this assignment rather than withdrew voluntarily.

I also asked one of the interpreters who arranged conference interpreting for this trial and the answer was: Capita. They used the experience of similar arrangements in Belfast, so they offered to provide the equipment to save the overall cost of employing 7 interpreters for 7 defendants, plus this arrangement makes it more manageable as it was simply impossible to fit so many people in the dock and they would interfere with each other, so no one would be able to hear properly.

L. Green, PhD Thesis, Aston University, 2024.

There were regular breaks for everyone including interpreters. However, no provisions arranged for interpreters not even a café, or a canteen, where they could have a cup of tea or a snack, unlike court officials who do have their own chambers and catering.

OBSERVATION SHEET No. 20

| | | |
|--|---------------------------------|----------------------------|
| Date: 24.04.2015 | Start time: 2:30PM | Finish time: 4:30PM |
| Type of Court: County Court, Birmingham | Type of hearing: Divorce | Language: Urdu |
| Stage: Property division | | |
| Mode of Interpreting: | Consecutive✓ | Simultaneous✓ |
| | Whispering✓ | Sight Translation |

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|------------------------|----------------------|---------------------------|-------------|------------------------------|------------------------|
| Present Actors: | Defendant | Interpreter✓ | Judge✓ | Prosecutor | Witness |
| | Jury | Usher✓ | Solicitors✓ | Defence Barrister | Court clerks/secretary |
| | Spouses✓ | Plaintiff and respondent✓ | | | |

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| Audibility: | Very good, but the speed of delivery is very fast with lots of interruptions |
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| Physical settings |
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| Interpreter's roles: | Communications facilitator |
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| Interpreter's status in the courtroom | rather critical, subservient, not acknowledged by the Judge, no consideration or bare respect shown to the interpreter |
| OTHER COMMENTS | |
| Interpreter swore an oath | N/a for this case |
| Events of note | This was a very interesting experience as I was finally allowed to observe a family law case - divorce. The setting felt totally different from criminal court, but I would not say that it was easier as the |

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| | <p>pace of proceeding was extremely fast, and no consideration was given to the presence of the interpreter. The only time when the Judge was making pauses for the interpreter was when he addressed directly to the male partner in order for him to understand what was required. The Judge was sitting at the writing desk levelled with other participants of the hearing, wearing a usual suit. There were no symbols of power in the room, except a few pictures depicting various court scenes from different times.</p> |
| Critical incidents (CIS) | <p>The Judge asked for names of all present parties, including mine. As soon as he confirmed the names of all the present parties the opposite side solicitor (the wife's) started speaking very very fast with her points regarding the case with no consideration to the presence of the interpreter.</p> <p>During the session the judge made a phone call, and the interpreter made a summary of the case of the call to the client.</p> <p>My view was that the county judge accepted the role of the interpreter even less than this is the case for the crown and magistrate courts. The interpreter was not given any consideration by the solicitors, no respect shown for their work.</p> <p>While we were waiting for the hearing, she told me that once one of the Asian male solicitors in the Crown Court asked her to make him tea as he felt at ease with her and thought it was okay to give her orders or errands. She had to politely refuse. She said that "you should be really alert all the time otherwise they will walk all over you and will boss you around". This particularly applies to Asian males. They do not take Asian female interpreters seriously.</p> <p>During the big fraud trial at Crown Court, Birmingham which I attended a few times, one of the defendants told her that she did not look very intelligent. He was also an Asian male and a schoolteacher.</p> |

Comments:

It has been difficult to get access to County Court hearings as they are closed to public. This hearing was the very first one I have attended at County Court, and this happened buy mere luck. I met an interpreter (Urdu) who I had met before at Crown Court during the fraud trial and asked her to let me come with her as her trainee and as if I was shadowing her work. She asked the usher, and he was happy to let me in the courtroom to attend a family matter, divorce. We also asked the wife's permission, and she agreed to my presence by giving a sign with her hand that it was insignificant to her.

When we entered the courtroom, she (the interpreter) took a chair and sat next to the non-English speaking partner (husband), who was sitting by his solicitor. His wife (ex) sat down with her solicitor on the other side of the room.

(CIS!) The Judge asked for names of all the present parties, including mine. As soon as he confirmed the names of all the present parties the opposite side solicitor (the wife's) shot off very

very fast with her points regarding the case with no consideration to the presence of the interpreter.

The interpreter was very alert and switched on and she started interpreting straightaway, using simultaneous mode (whispering). She seemed to cope well with the speed and all the legal terminology and even acronyms and slang.

The Judge was very abrupt and dismissive when the male partner's solicitor started to respond to the points raised by the other solicitor, the Judge interrupted him on a number of occasions and talked over him. The solicitor was Asian and would speak the language of his client, but they required the interpreter for the proceeding in the courtroom.

When there were interruptions on the Judge's side the interpreter paused for a few minutes listening to the arguments of both sides and then resumed interpreting. I asked her about this moment afterwards, she explained that needed to get the idea of what they were saying and also, she had to switch from using the first person to using the third person to save the confusion of who said what as they both were speaking at the same time.

The Judge was speaking very very fast and I struggled to understand him. However, the interpreter said that she was okay with the speed of his speech and could understand him well.

When the Judge addressed to the male partner, he spoke more slowly and made pauses for the interpreter to interpret. At this point she raised her voice and was speaking loudly rather than whispering.

(CIS!) During the session the Judge made a phone call, and the interpreter made a summary of the case of the call to the client.

The Judge appointed the next hearing and asked who had arranged the interpreter for this one and whether the client could arrange an interpreter for himself. The interpreter replied that the court arranged her to come and that it was likely that the court would be arranging the interpreter for the next session as well. This was accepted by the Judge the session was over.

I had a chance to talk to the interpreter after the session. She said that she felt a lot more relaxed than at the Crown Court. She could cope with the pace and terminology well and did not find that difficult. She also felt that the atmosphere was a lot less adversarial and tense, although the Judge was quite rude.

My view was that the county judge accepted the role of the interpreter even less than this is the case for the crown and magistrate courts. The interpreter was not given any consideration by the solicitors, no respect shown for their work.

To me it came across as rather dismissive attitude suggesting that the interpreter is not of big

importance there. This requires further investigation.

The interpreter herself admitted that at County Court people are even more ignorant of the interpreter's role than at criminal courts. After the hearing she went away with a client and his solicitor and was waiting with them until they said she was no longer needed. In the corridor she asked him once again whether he understood everything what the Judge had said to him, and he said yes. She wanted to make sure things were clear to him before she could leave.

While we were waiting for the hearing, she told me that once one of the Asian male solicitors in the Crown Court asked her to make him tea as he felt at ease with her and thought it was okay to give her orders or errands. She had to politely refuse. She said that "you should be really alert all the time otherwise they will walk all over you and will boss you around". This particularly applies to Asian males. They do not take Asian female interpreters seriously.

During the big fraud trial at Crown Court, Birmingham which I attended a few times, one of the defendants told her that she did not look very intelligent. He was also an Asian male and a schoolteacher.

Lunch with the same interpreter on 24.04.2015

While waiting for the hearing to start I had a chance to speak to the interpreter and she told me many interesting things about her experience particularly with Asian defendants and solicitors/barristers. Very often she feels discriminated by Asian solicitors who can ask her to bring them a cup of tea so as if it was a normal home atmosphere, they feel comfortable enough to ask for that. Cultural aspect has also a role to play in the perception of the interpreter's role in court.

OBSERVATION SHEET No. 21

| | | | |
|---|---|----------------------------|-----------------------------------|
| Date: 08.05.2015 | Start time: 2:15PM | Finish time: 4:25PM | |
| Type of Court: Magistrates', Birmingham, Court 9 | Type of hearing: Driving uninsured vehicle | Language: Urdu | |
| Stage: | | | |
| Mode of Interpreting: | Consecutive✓ | Simultaneous | Whispering✓ Sight Translation✓ |

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|------------------------|-----------------|--------------|----------------------------------|--------------------|-------------------------|
| Present Actors: | Defendant✓ | Interpreter✓ | Judge Magistrates✓ | Prosecutor✓ | Witness✓ |
| | Jury | Usher✓ | Solicitors | Defence Barrister✓ | Court clerks/secretary✓ |
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| Audibility: | Very good (except witness' statement, he spoke very quietly, it was hard to hear his speech) |
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| Physical settings |
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| Interpreter's roles: | <p>The interpreter was mostly interpreting consecutively and asked to repeat, slow down or speak up the participants of the courtroom a number of times. Not sure he has the skills of simultaneous interpreting.</p> <p>Once he called the defence barrister (by his name) to ask him a question on defendant's behalf.</p> |
| Interpreter's status in the courtroom | Professional. The court clerk thanked the interpreter at the end of the hearing. |

| OTHER COMMENTS | |
|---------------------------|--|
| Interpreter swore an oath | Yes, promptly, straight away |
| Events of note | |
| Critical incidents (CIS) | <p>Magistrate asked the prosecutor to slow down for the interpreter and she gave him her notes to follow her.</p> <p>The defendant is saying something, and the interpreter calls the barrister by name “Mr Said” and the barrister came to them again to answer the defendant’s question.</p> |

Notes:

During the hearing the Interpreter was sitting in the open dock with the defendant and carried out consecutive interpreting. The prosecutor started off very quickly and the interpreter asked her a couple of times to slow down so she did. When the witness was called into the courtroom and into the witness box, he spoke very quietly and it was difficult to hear him, so the interpreter asked him to speak up on a few occasions. The defendant once asked him something, and the interpreter answered. I presume he asked for some sort of clarification on what was happening in the courtroom.

(!) The prosecutor gave the interpreter her printed notes so he could follow her better and the interpreter performed sight translation at that moment.

(!) Magistrates asked the prosecutor and the defendant to slow down for the interpreter.

Examination of the defendant:

the interpreter and the defendant are invited into the witness box. The interpreter is standing on the right-hand side of the witness box as there is no room for them both in the witness box. The interpreter interprets the oath into Urdu and the defendant repeats it line by line in Urdu and the interpreter interprets it back into English.

The defendant’s solicitor starts examination of the defendant, the interpreter renders his questions and the defendants’ answers back to the court consecutively. He uses the first-person when interpreting defendants’ answers.

The prosecutor cross-examines the defendant (consecutive interpreting mode is used here). The prosecutor breaks her speech into sentences to allow the interpreter to interpret consecutively back to the client.

The magistrate (the main one in the middle) after the solicitor asked a few more questions to the defendant, said that had no more questions and asked them both (the defendant and the interpreter) to take their seats.

Video of the incident has been shown for the second time.

The prosecutor presents her conclusion, based on the interview and the examination of the defendant. She pauses for the interpreter to interpret consecutively.

The defence barrister presents his view on the case.

The prosecutor notes that the defendant is very vague does not answer questions fully.

The interpreter interprets consecutively using whispering mode.

The magistrates leave the room for consultation. While the court is waiting for the magistrates, the defence solicitor is talking to the court clerk, and they do touch upon interpreting particularly in rare languages and mention Capita in their conversation.

Magistrates come back and the main magistrate started the concluding speech breaking his speech down into manageable chunks and sentences and the interpreter interprets it (consecutively) back to the client aloud.

The defendant has been pronounced guilty of driving an uninsured vehicle and is liable to fine.

The defence solicitor stands up and gives his speech to the magistrates on behalf of the defendant to say that he had no previous convictions and has five children as well as he is a good character. He turned to his client to ask a question in Urdu and then continued his speech to the magistrates. Then he came up to the defendant and started speaking to him in order to confirm and clarify his position on the financial situation.

The interpreter is just sitting in the dock keeping silent.

(!) The defendant is saying something, and the interpreter calls the barrister by name “Mr Said” and the barrister came to them again to answer the defendant’s question.

The magistrate announces the amount of fine the defendant has to pay taking into account his financial position (he is receiving jobseekers’ allowance). He speaks very clearly and makes pauses for the interpreter to interpret consecutively.

The magistrate asked if the defendant understands, and he nodded “yes”. The interpreter said back to the court “he nodded yes”.

The usher asks the interpreter if he needs to get his form signed. The hearing is over. The court clerk signs the interpreter's form and thanks him for his work.

OBSERVATION SHEET No. 22

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|--|--------------------------------|--------------|------------------------------------|--------------------|
| Date: 14.05.2015 | Start time: 10AM | | Finish time: 1PM | |
| Type of Court: Immigration Tribunal, Sheldon Court, Birmingham | Type of hearing: Appeal | | Language: Tamil (Sri-Lanka) | |
| Stage: Witness examination and cross-examination | | | | |
| Mode of Interpreting: | Consecutive✓ | Simultaneous | Whispering✓ | Sight Translation✓ |

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|------------------------|------------------------------------|--------------|------------|---|----------------------------|
| Present Actors: | Defendant Appellant✓ | Interpreter✓ | Judge✓ | Prosecutor Homme Office Presenting Officer✓ | Witness (3)✓ |
| | Jury | Usher✓ | Solicitors | Defence Barrister Appellant's rep✓ | Court clerks/secretary✓ |
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| Audibility: | Satisfactory to good |
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| Physical settings |
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| Interpreter's roles: | Professional, ensuring communication between the client and the court participants, explaining the procedure to the client. |
| Interpreter's status in the courtroom | Professional |

| OTHER COMMENTS | |
|---------------------------|---|
| Interpreter swore an oath | Not sure, as I came in after the hearing started |
| Events of note | Appeal case. Completely different setting. Although the judge was positioned slightly above and centrally in the room, all the rest participants were sitting at the table going round. The interpreter was using both consecutive and simultaneous techniques. Atmosphere is not as adversarial as in criminal courts but still rather formal. The judge was playing the role of the mediator, explaining to the appellant what was going to happen. The very terminology is different. Appellant as opposed to defendant or claimant. |
| Critical incidents (CIS) | <p>It is interesting to note that every time a new witness was called into the room the judge asked the interpreter to explain him what was about to happen, and the procedure and the interpreter did so.</p> <p>When the Home Office Presenting Officer (and the barrister) presented their speeches, the interpreter did not interpret much. Later, during the interview the barrister explained to me that the interpreter did not interpret much because his client could understand a bit of English.</p> |

Notes:

The interpreter asks to slow down or repeat some sentences if they are too long. The Home Office Presenting Officer breaks down a message into several segments for him to interpret (happened a few times during the hearing).

The interpreter was taking some notes during the hearing; however, I am not sure how effective his note taking was as he did ask to repeat phrases several times.

(!) It is interesting to note that every time a new witness was called into the room the judge asked the interpreter to explain him what was about to happen, and the procedure and the interpreter did so.

(!) When the Home Office Presenting Officer (and the barrister) presented their speeches, the interpreter did not interpret much. Later, during the interview the barrister explained to me that the interpreter did not interpret much because his client could understand a bit of English.

For each witness the judge asked if they needed an interpreter and if the interpreter's language was suitable for them. The answer was "yes", and the interpreter preceded with the explanation of the procedure.

At the end of the trial the judge said that would inform the appellant about her decision by post within two weeks.

There were photos.

L. Green, PhD Thesis, Aston University, 2024.

After the hearing I had a word with a barrister. He was happy with the present interpreter although he said that **he had a big problem with interpreters in general**. He commented that **the standards had dropped etc.** He was happy to go through the questionnaire with me (comments recorded on the questionnaire sheet).

OBSERVATION SHEET No. 23

| | | | |
|--|--------------------------------|----------------------------|-----------------------------------|
| Date: 21.05.2015 | Start time: 10:45AM | Finish time: 1:45PM | |
| Type of Court: Immigration Tribunal, Sheldon Court, Birmingham | Type of hearing: Appeal | Language: Farsi | |
| Stage: | | | |
| Mode of Interpreting: | Consecutive✓ | Simultaneous | Whispering✓ Sight Translation✓ |

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|------------------------|------------------------------------|--------------|--|---|--|
| Present Actors: | Defendant Appellant✓ | Interpreter✓ | Judge✓ | Prosecutor Home Office Presenting Officer ✓ | Witness(1) but not called into courtroom |
| | Jury | Usher✓ | Solicitors (immigration lawyer)✓ | Defence Barrister (Appellant's rep)✓ | Court clerks/secretary |
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| Audibility: | Good, all in one small room |
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| Physical settings |
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| Interpreter's roles: | According to the interpreter he only needs to interpret the gist of what was said in the courtroom. Cultural expert |
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| Interpreter's status in the courtroom | Professional |
| OTHER COMMENTS | |
| Interpreter swore an oath | No (interpreter walked in and took a seat at the table by the appellant). |
| Events of note | The appeal hearing was based on the appellant's FB page and activities. She could be prosecuted back in her country (Iran) for using FB and making posts. Her friend helped with FB prints, but these was no statement for her friend. During the hearing there were references to her friend on a number of occasions and at the end the case was proposed for dismissal based on the fact of lack of supporting evidence and witness statement from the appellant's friend. The judge asked whether there were any other witnesses present for examination and the answer was No. However, after the hearing it came to light that the appellant's friend was waiting in the corridor all that time to give her evidence to the court. The appellant stated that mentioned to her interpreter at least on 2 occasions during the examination that her friend was waiting in the corridor, but the interpreter did not mention this to the court. When confronted by the judge the interpreter said that the appellant hinted but didn't say directly that and he was there just to interpret the gist of what was happening and would not step in if the appellant didn't say that clearly to him. The judge had to adjourn the hearing. The solicitor requested another interpreter for her client for the next hearing. The interpreter was dismissed from the case. |
| Critical incidents (CIS) | <p>(!)The interpreter failed to alert the court to the fact that his client's friend was waiting in the corridor. There were a lot of questions referring to the friend and it was crucial to the case to get a witness statement from her. As a result of this failure the case will be adjourned until the 12th of June 2015 and the interpreter has been dismissed from this case as per the appellant's request.</p> <p>(!) The interpreter makes a comment on behalf of the client in the third person.</p> <p>(!) The judge asks a question, but it does not get interpreted.</p> <p>(!) The interpreter makes a comment to the court regarding differences in the calendar in Iran: "Madam the appellant is confusing December and September because as you know we have a different calendar system in Iran".</p> |

Notes:

(!)The interpreter failed to alert the court to the fact that his client's friend was waiting in the corridor. There were a lot of questions referring to the friend and it was crucial to the case to get a witness statement from her. As a result of this failure the case will be adjourned until the 12th of June 2015 and the interpreter has been dismissed from this case as per the appellant's request.

The judge came into courtroom and the court rose. First the judge asked the interpreter to ask the appellant if they understand each other. The interpreter asked the appellant and interpreted back to the judge **in the third person**: "The lady said she could understand me so far".

The judge makes an exchange of lines with the defendant's solicitor regarding the case and the documents, but the interpreter does not interpret that conversation with the judge and only starts interpreting when the solicitor directly addresses the client.

The solicitor goes on with the case: "you stated in your witness statement that..." - the interpreter carries on interpreting consecutively as the solicitor makes pauses.

(!) The interpreter makes a comment on behalf of the client in the third person.

(!) The judge asks a question, but it does not get interpreted. The Home Office Presenting Officer directly addresses the appellant with questions referring to her interview statement in the Home Office, the interpreter interprets consecutively and interprets appellant's answers **in the first person**.

The interpreter interprets officer's questions and the client's answers consecutively **in the first person**.

The interpreter clarifies something with the client before interpreting to the HO officer (it looks like they have an exchange of lines with the client). The interpreter does not take notes despite lengthy responses from the client.

The Home Office rep. is following the case paragraph by paragraph; the interpreter and the client follow the copy.

The home office rep. concludes that the appellant is making this up as she goes along.

The Home Office Presenting Officer said that she could not find any comments on the appellant's Facebook and asked her to look again and show any other users' comments. This line was not interpreted to the appellant as at this time the appellant was looking through the screen prints and talking to the interpreter who is instantly interpreted her statement back to the officer in the first person.

The judge asks the solicitor if she had further questions for the appellant. This was not interpreted and then the solicitor addressed directly to the appellant the interpreter started interpretation in the consecutive mode using first person.

(!) The interpreter makes a comment to the court regarding differences in the calendar in Iran: "Madam the appellant is confusing December and September because as you know we have a different calendar system in Iran".

The judge asked to refer to page 9 in the case and addressed to the appellant. The interpreter interpreted consecutively. The appellant did not understand what was required and the interpreter asked on her behalf: "What is the problem Madam?".

The interpreter is exchanging a few lines with the appellant and then interprets to the judge in the first person.

The appellant explains that she is not very technologically literate (the judge accepts that neither was she) and, therefore, she had to rely on her daughter, and that was not a good thing.

The judge states that she had no more questions, and the solicitor continued with further questioning.

The judge asked the solicitor if she had further questions or if there were any witnesses to bring into the courtroom, and the Home Office Presenting Officer said that she wanted to express her views on the case. She started giving her account, but the interpreter was talking to the appellant at the time which did not come across as interpreting but rather as a conversation as he said something like "OK?" in the end. The Home Office representative went on, but the interpreter did NOT interpret everything she said simultaneously while she was speaking but was rather providing a brief rendition from time to time and the appellant was giving short answers to him which he didn't not interpret back to the court.

The interpreter makes a rendition into Farsi consecutively to the appellant (the summary of what was said by the Home Office representative).

The appellant makes comments to the interpreter in response to his rendition of the Home Office representative's account while she (HO) carries on speaking. This does not get interpreted back to the court.

Solicitor's final account is interpreted consecutively to the appellant, but it does not look like he interprets everything as a solicitor makes an exchange of lines with the judge and he interprets briefly (perhaps summary of what was said by the solicitor and the judge).

The Home Office representative and the solicitor are debating about the case. The interpreter is interpreting the conversation between the Home Office representative and the solicitor and between the solicitor and the judge.

The interpreter asked on the appellant's behalf whether she could attend the toilet as the court went for a break.

After a break the solicitor goes on with her account without any pauses for the interpreter; the interpreter provides a summarised rendition of what has been said. The appellant is nodding in sign she understands.

The solicitor finishes her account and the judge said that would give her (the appellant) the decision in two weeks. The judge is speaking clearly, making pauses for the interpreter to interpret consecutively to the appellant. The case is over.

After the case was announced closed and the judge was going to send her decision to the appellant within two weeks the following happened:

Apparently, an appellant's friend was waiting in the corridor to give her evidence in court related to this case.

The Home Office Presenting Officer asked the appellant a lot of questions with regards to her Facebook profile and screen prints, made by her friend and about her friend. It was obvious that her friend's statement was absolutely key to the case. In the end the Home Office Presenting Officer suggested to the judge that the appellant was making everything up and that they should dismiss the case and deport the appellant to the country of origin (Iran).

The solicitor, however, argued with that and suggested that the missing statement from the appellant's friend cannot be used to dismiss the case. After that apparently the appellant advised her solicitor that the friend was there, so, everyone rushed back into the courtroom. The judge was called in and it was revealed to the court that the friend was waiting in the corridor for all that time but was never called in to give evidence despite the fact that the judge asked whether there were other witnesses to examine and cross-examine and the answer was "no".

According to the appellant she brought this up at least on two occasions to the interpreter that the friend was waiting in court and could be invited in when questioned. The interpreter said: "I only interpreted the gist of what was said in court. The appellant hinted about the friend but did not say it to me" and then he said that she asked him to tell her solicitor not to login into her Facebook profile and he replied to her that he was there to interpret for her but not to speak to her solicitor on her behalf.

While the matter was being discussed between the solicitor, the Home Office Presenting Officer and the judge the interpreter raised his hand and said to the court that the appellant asked him if she could talk to him. The judge said "no" to that request. In the end the solicitor submitted to the judge that her client would like to have a different interpreter next time. The judge accepted that proposition and appointed a new hearing that would include written witness statement from the appellant's friend on the 12th of June 2015.

She advised to the interpreter that given the situation and the appellant's request he may be not the interpreter for the next hearing.

OBSERVATION SHEET No. 24

| | | |
|---|--------------------------------|--------------------------|
| Date: 29.05.2015 | Start time: 11AM | Finish time: 12AM |
| Type of Court: Immigration Tribunal, Sheldon Court, Birmingham, Court 9 | Type of hearing: Appeal | Language: Somali |
| Stage: | | |
| Mode of Interpreting: | Consecutive✓ | Simultaneous |
| | Whispering✓ | Sight Translation |

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|------------------------|------------------------------------|--------------|-------------|---|---------------------------|
| Present Actors: | Defendant Appellant✓ | Interpreter✓ | Judge✓ | Prosecutor Home Office Presenting Officer ✓ | Witness✓ |
| | Jury | Usher | Solicitors✓ | Defence Barrister Appellant's rep✓ | Court clerks/secretary |
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| Audibility: | |
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| Physical settings |
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| Interpreter's roles: | Facilitating communication in the courtroom. |
| Interpreter's status in the courtroom | Professional |
| OTHER COMMENTS | |
| Interpreter swore an oath | N/a |

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| Events of note | Appeal hearing. The most important moment I noted is that when the appellant started to answer a Home Officer's question and went on, the interpreter made her stop for a moment with a motion of her hand, so she could interpret that back to the court. Before legal submissions the judge requested both sides to go slowly so that the interpreter could follow them. After the hearing I spoke to the interpreter briefly and she was very disappointed with the attitude to her and felt that there was no respect to her, as she was not even presented to the court at the beginning of the hearing. |
| Critical incidents (CIS) | The Interpreter makes gestures to the Home Office representative when to pause so that she can interpret back to the client. |

Notes:

I was asked a few questions about my presence (the purpose of my presence) and the interpreter did interpret that to the client.

The judge enters the room and the court rises. The judge announces the purpose of the hearing and asks the client to report if she has any difficulties with understanding her interpreter. He also asks whether she understands her interpreter.

Consecutive interpreting takes place. Questions are being asked and broken down into small chunks of speech and interpreted consecutively by the interpreter.

The interpreter is taking notes.

The Home Office representative says: "Don't worry, just tell her don't worry".

The client goes on to answer a question about her husband (whether she had sufficient funds for him until he finds a job). And the interpreter made a sign to her by hand for her to stop there so she could interpret back to the court.

The interpreter said, "one second, sorry" and she clarifies the point with the client and then interprets it back to the judge.

The judge addresses the client and says that it was now time for legal submission. He asked both parties to go slowly and so the interpreter could follow them. He also asked the client not to interrupt. He advised that would ask the parties to go slowly for the interpreter to follow. The interpreter was whispering but not in simultaneous mode. She does brief rendition of what was said by the Home Office Presenting Officer.

The solicitor speaks more slowly than the Home Office representative, the interpreter makes notes and uses simultaneous mode.

The solicitor goes through the figures he speaks fairly quietly, but the interpreter seems OK to follow. The judge said that it was the end of the case. He thanked the interpreter for help.

The witness was not examined.

Further notes from the conversation with the interpreter after the hearing:

I spoke to the interpreter briefly after the hearing and she felt that she had no respect for her profession. "The judge didn't even mention my presence today didn't introduce me to the court" (See more notes on the other side of interpreter's questionnaire).

The Interpreter: Capita - three years, new system. Before did MA intercultural communication. She feels there is no respect for interpreters, the judge presented everyone in court but did not mention the interpreters name no official presentation. Feels that there is no respect for interpreter anymore.

However, I attended the second hearing straight after this one in the same courtroom 9 and the judge (the same judge) greeted the present interpreter (male) and asked the present parties in court to speak slowly for him; he did show respect to the interpreter. This can be a subjective interpreter's perception of disrespect. This can be judge being selective. This can be down to the fact that the interpreter was male and has been well known to his court and therefore acknowledged and respected. Is gender an issue?

OBSERVATION SHEET No. 25

| | | |
|---|--------------------------------|-------------------------|
| Date: 29.05.2015 | Start time: 12AM | Finish time: 1PM |
| Type of Court: Immigration Tribunal, Sheldon Court, Birmingham, Court 9 | Type of hearing: Appeal | Language: Urdu |
| Stage: | | |
| Mode of Interpreting: | Consecutive✓ | Simultaneous |
| | Whispering✓ | Sight Translation |

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|------------------------|------------------------------------|--------------|------------|---|---------------------------|
| Present Actors: | Defendant Appellant✓ | Interpreter✓ | Judge✓ | Prosecutor Home Office Presenting Officer ✓ | Witness |
| | Jury | Usher | Solicitors | Defence Barrister | Court clerks/secretary |
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| Audibility: | Good |
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| Physical settings |
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| Interpreter's roles: | Facilitating communication |
| Interpreter's status in the courtroom | Professional |
| OTHER COMMENTS | |
| Interpreter swore an oath | N/a |

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|--------------------------|---|
| Events of note | The appellant did not have legal representation. The interpreter was greeted by the home officer rep as he entered the room, he made a joke: "Oh, not you again, you follow me around" and then he turned to me and said: "He is good". The judge entered the room and greeted the interpreter as well "Good afternoon Mr..." and they both smiled, which suggested familiarity between them, and the interpreter is known the court. The judge was the same as in a previous hearing (see notes above). The judge similarly to previous case asked both sides to go slowly in submission to give the interpreter chance to follow them. On a separate note, noticed the relationships of interpreters with the interpreter clerks who sit at the interpreter call point, they are very informal and friendly. One of the interpreters gave a slight smack at the back of the clerk's head as a joke, another interpreter gave her a hug as a dear friend. Overall, the setting in this court is very informal and friendly. There is a playground for children and at the reception area on the ground floor the greetings are in different languages. This makes this court stand out from any other court I have been to so far. |
| Critical incidents (CIS) | The interpreter is greeted by the Home Office rep and by the Judge. The Judge wants to make sure the interpreter can follow what is said in the courtroom. |

Notes:

There is no legal representative in this hearing.

When the interpreter entered the room, the Home Office representative said: "Oh, not you again! You follow me around!" and then said to me "he's good".

When the judge entered the room he said: "Good afternoon, Mr... (the name of the interpreter), and they both smiled, which suggested that they were familiar with each other and the interpreter was well known to this court.

The judge started the hearing with announcing the case (what it was about) and said that there was no legal representation for this case, therefore, he would be asking questions. He (the judge) also asked the client if he could understand the interpreter and just started the hearing without presenting anyone else in the room (the same judge as in the previous case).

The interpreter is using first person interpretation; the client explains something to the interpreter and he provides his account in the first person. The judge is asking questions himself. The interpreter interprets consecutively. The questions are put in manageable chunks. The interpreter does not take any notes.

The judge says to the Home Office representative: "Please give the chance to the interpreter to follow you"

"No problems!" (response from H/O rep). He starts his submission, and the interpreter follows him closely. Home Office representative is going rather slowly, and he makes necessary pauses; the interpreter keeps interpreting consecutively.

OBSERVATION SHEET No. 26

| | | | |
|---|---|----------------------------|-----------------------------------|
| Date: 03.06.2015 | Start time: 11AM | Finish time: 4:30PM | |
| Type of Court: Civil Court (6 th floor, Birmingham, Court 21) | Type of hearing: Motor insurance | Language: Pashto | |
| Stage: fast track | | | |
| Mode of Interpreting: | Consecutive✓ | Simultaneous | Whispering✓ Sight Translation✓ |

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|------------------------|-----------------------------------|-----------------------|-------------|------------------------------|-------------------------|
| Present Actors: | Defendant✓ | Interpreter✓ | Judge✓ | Prosecutor | Witness✓ |
| | Jury | Usher✓ | Solicitors✓ | Defence Barrister | Court clerks/secretary✓ |
| | Claimant Plaintiff✓ | Claimant's Barrister✓ | | | |

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| Audibility: | |
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| Physical settings |
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| Interpreter's roles: | To be there "just in case of misunderstanding" arises, or some help as well as to interpret for the witness, who didn't speak any English. |
| Interpreter's status in the courtroom | Back-up (accidental, auxiliary?) |
| OTHER COMMENTS | |

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|----------------------------------|--|
| Interpreter swore an oath | Yes, when invited to the witness box with the witness, but not before that. |
| Events of note | The Claimant although was not a native speaker could speak some English, but court agreed to have an interpreter as a back-up. Also, a witness on the claimant's side did not speak English and the interpreter was there to interpret for him as well. However, the interpreter did not interpret anything to him but was only interpreting his statement in the witness box during cross-examination. The claimant struggled to understand the questions and a few times looked at the interpreter for clarification, but the judge stepped in and did not let the interpreter help him. He lost the case in the end and his claim was dismissed. Could be due to the lack of understanding of language on his behalf. |
| Critical incidents (CIS) | <p>The interpreter did not seem to be a professional, did not interpret everything in the courtroom to the witness.</p> <p>The judge interferes with this question and asks a more direct question to the claimant.</p> <p>The claimant asked if he could ask an interpreter to explain him, but the judge rephrases the question to him again, so he replied without the help of the interpreter.</p> <p>The judge steps in again and says: "let him answer the question".</p> <p>The DB prepared a very long question for the witness; the interpreter asked her to repeat and when she went on again, he gave her a signal by his hand to stop (pause) whilst he was interpreting the first part of her question.</p> <p>Miscommunication occurred over the script provided in the witness statement as it could be Pashto, Urdu or Arabic, - all of those scripts are very similar. There was an argument between the CB and the DB over it.</p> <p>The claim was dismissed by the judge in the end. This could be due to the claimant's language barrier. The defendant was a native speaker, and his evidence did not look very consistent and honest. However, he won the case.</p> |

Notes:

More formal environment, similar to Criminal Court. The judge is positioned centrally in the courtroom and slightly above everyone else. The claimant and defendant's barristers are wearing wigs. There is a coat of arms on the wall above the judge's chair.

The interpreter was talking to the claimant in the corridor before they entered the courtroom. The interpreter invited the claimant to sit by his side at the table behind his and defendant's barristers.

The Claimant asked him something and it looks like claimant's and defendant's barristers had an exchange of lines, the interpreter did not interpret that but was explaining what was happening.

The Claimant's Barrister (CB) said that his client's English was very good, and he had no problems conversing with him, but they would rather keep the interpreter in the room just in case there are some difficulties in understanding of the background. Also, the witness may need an interpreter.

The judge entered the room wearing formal black and white court shirt but no wig. The court rose to greet the judge. The claimant's barrister started the hearing. The interpreter did not do the oath and remained seated silently at the back with the client.

Judge: "Now, who needs the interpreter?"

The CB explained to him that the main client had sufficient English for the proceeding, but the witness who needed the interpreter hadn't turned up. However, there was another witness whose English wasn't very good so he may need interpreters help. Also, it would be helpful to have the interpreter in the courtroom in case some misunderstandings arise.

The claimant goes to the witness box and reads the oath. The interpreter remains at the back. He reads the oath and takes a seat in the witness box. He gives his full name. He's given the file with the case. The barrister asks him to go to page 76 to find the witness statement and verify his signature to confirm it was his statement.

Claimant's cross-examination by DB

The Defence Barrister (DB) starts questioning. She asks a question, and the claimant clearly did not understand that and looked at the interpreter to help him, but the judge interfered and rephrased the question for him. (The DB put the question in a rather complex format).

The DB gives instructs the claimant to go to page 53 in the file: "page 53 paragraph 9, have you found it?" – "yes".

The DB carries on questioning, so far, the claimant replies and seems to understand. The interpreter in the meantime is explaining (rendering) something to the witness at the back.

The DB carries on with tag questions: "the cars in the traffic were stationary, were they not?"

The Claimant didn't understand the question and looked at her as if asking to repeat it; she repeated, and he still could not get what she was asking.

She said: "answer the question, please it is a very straightforward question".

DB: "the truth is... isn't it Mr Khan that..."

(CIS!) The judge interferes with this question and asks a more direct question to the claimant.

DB: "There was a collision between the bike and the Audi"

Claimant: "what is the collision I don't understand that"

The DB simplified the question for him, and he started answering. She asks another question, and he does not understand it again. At this point the judge steps in and asks him to use the plan (map) and indicate where exactly he was positioned on the plan (map) when the car suddenly moved.

DB: "where do you say the point of impact was on the bike?"

Claimant: "What?"

DB: Where do you say the Audi touched the bike?"

The claimant replies.

The DB asks him another question which he didn't understand again and asked to clarify; she rephrased the question again.

The interpreter remains silent at the back and just observes.

The witness asks the interpreter something quickly and the interpreter shook his head.

(CIS!) The claimant asked if he could ask an interpreter to explain him, but the judge rephrases the question to him again, so he replied without the help of the interpreter.

The DB again asks a question using complex vocabulary; the claimant didn't understand that again and she had to use plain English to rephrase it for him so he could understand and answer it.

The claimant remains seated, but the DB is standing looking down at him.

The interpreter whispers something to the witness and he replies something back.

The claimant is trying to explain why the name of the person who hit him is written in Arabic/Urdu. He explains that in Pakistan this is how they write the name. The DB objects by saying that that person doesn't speak Urdu or Arabic and the claimant explains that to her.

The interpreter does not step in and remains silent.

The DB asks him to go to his medical report on page 43.

The DB pressing him by saying: "Mr. Khan you indicated previously that you were going too fast on the bike and the truth is that you lost control and collided with the defendant's vehicle isn't it?"

He's explaining his side of the story but she's pressing by her account to make him accept his fault in the accident.

(CIS!) The judge steps in again and says: "let him answer the question".

Claimant's barrister starts questioning the claimant. He can understand his questions and answers them. The judge steps in: "Will you please stop leading? You ask leading questions as well! Open questions please!"

CB finished questioning and the claimant takes his seat.

The interpreter and the witness go together to the witness box.

The interpreter reads the oath from the notes and then interprets it for the client.

The witness sits down at the witness desk and the interpreter remains standing by the desk. He has to bend over the desk to interpret the files (they identified the witness statement and confirmed it was his signature there).

Next round of questions.

The interpreter finds the paragraph in the files and then interprets it into Pashto (performing site translation); the witness replies, and he interprets it back into English.

(CIS!) The DB prepared a very long question for the witness; the interpreter asked her to repeat and when she went on again, he gave her a signal by his hand to stop (pause) whilst he was interpreting the first part of her question.

(CIS!) Miscommunication occurred over the script provided in the witness statement as it could be Pashto, Urdu or Arabic, - all of those scripts are very similar. There was an argument between the CB and the DB over it. The DB maintains that the claimant was deliberately misleading on this occasion, whilst in reality any speaker of those three languages could read the script. The witness spoke Pashto, so he could read and understand. The DB took it as if it was written in Pashto rather than Urdu or Arabic as indicated earlier, therefore, untrue.

The examination of the defendant (native speaker).

The interpreter remained silent at this time.

(CIS!) The claim was dismissed by the judge in the end. This could be due to the claimant's language barrier. The defendant was a native speaker, and his evidence did not look very consistent and honest. However, he won the case.

OBSERVATION SHEET No. 27

| | | | |
|---|--------------------------------|-----------------------------|----------------------------------|
| Date: 05.06.2015 | Start time: 10:30AM | Finish time: 12:30PM | |
| Type of Court: Immigration Tribunal, Sheldon Court, Birmingham, Court 9 | Type of hearing: Appeal | Language: Panjabi | |
| Stage: | | | |
| Mode of Interpreting: | Consecutive✓ | Simultaneous | Whispering✓ Sight Translation |

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|------------------------|------------------------------------|--------------|-------------|---|---------------------------|
| Present Actors: | Defendant Appellant✓ | Interpreter✓ | Judge✓ | Prosecutor Home Office Presenting Officer ✓ | Witness✓ |
| | Jury | Usher | Solicitors✓ | Defence Barrister | Court clerks/secretary |
| | Appellant's mother✓ | | | | |

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| Audibility: | |
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| Physical settings |
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| Interpreter's roles: | Facilitating communication in the courtroom |
| Interpreter's status in the courtroom | Professional |
| | Intermediate (auxiliary) |

| OTHER COMMENTS | |
|---------------------------|---|
| Interpreter swore an oath | --- |
| Events of note | The interpreter is rather active and is apparently aware of the proceeding order. He actively invites the next witness to sit next to him and explains the procedure without being prompted to do so. He is also very friendly with the court staff like interpreters' clerks and gives a hug to one of them. I approached him with the questionnaire, he gladly took me to the interpreters' room and introduced to other interpreters, but they all were called in to hearing. Panjabi is a very demanded language in that court and the interpreters' clerks were discussing that there were not enough interpreters and they struggled to supply them, very often interpreters find themselves double -booked or have to leave one assignment to get to the next one. That suggested that really needed an interpreter per a courtroom not just 3-4 interpreters of Panjabi in total. |
| Critical incidents (CIS) | <p>(CIS!) The Home Office representative asked an inappropriate question with regards to a refusal letter that was issued by the Home Office (why the client's daughter didn't try to take her life when a refusal letter was issued from the Home Office????). The defence barrister objected and said that this was not the question to ask, and the judge asked the Home Office representative to rephrase the question.</p> <p>The interpreter invites the other witness to take a seat by him explains her what is going to happen now.</p> <p>The judge offered a break, and everyone raise; the interpreter gave me a sign with his hand that I should stand up as well.</p> |

Notes:

The judge asked the interpreter to establish that they could understand each other, and the language was the right one, once this had been established the hearing continued.

The interpreter said: "She can't tell differently what I can do differently". The judge asked him to repeat this, and he switched to third person to explain what the client was trying to say.

The interpreter interprets using first person.

(CIS!) The Home Office representative asked an inappropriate question with regards to a refusal letter that was issued by the Home Office (why the client's daughter didn't try to take her life when a refusal letter was issued from the Home Office????). The defence barrister objected and said that this was not the question to ask, and the judge asked the Home Office representative to rephrase the question.

The Home Office representative asks questions and make pauses for the interpreter to interpret consecutively, sentence by sentence.

(CIS!) The interpreter invites the other witness to take a seat by him and explains her what is going to happen now.

(CIS!) The judge offered a break, and everyone rose; the interpreter gave me a sign with his hand that I should stand up as well.

The judge went away for a break and the interpreter asked the defence barrister if he wanted him to interpret the submissions as well. The barrister said: "yes, please as it is important for the appellant to know what is happening with her appeal (she has the right to know)". The interpreter said "OK" and then "you are welcome".

Whilst waiting for the judge, the Home Office representative makes a quick exchange of lines with the defence solicitor regarding medical letter of the appellant, but the interpreter does not interpret that to the appellant.

Submissions: the interpreter is taking notes and interprets to the appellant consecutively and simultaneously (whispering).

The barrister's submission: the interpreter is listening to him carefully and makes a brief rendition to the client.

The barrister goes very fast, and the interpreter listens to him, but apparently can't catch up with him, so, he did not interpret the final part of barrister's submission.

The judge says her final word that has been interpreted to the appellant.

I had a brief conversation with interpreter after the hearing, he was happy to discuss my questions but was called in to another hearing. He took me to the interpreter's room and made me tea. He was very friendly with the interpreters' clerk, gave her a hug and a kiss.

OBSERVATION SHEET No. 28

| | | | |
|---|---|-----------------------------|----------------------------------|
| Date: 08.06.2015 | Start time: 10:30AM | Finish time: 1:30PM | |
| Type of Court: Civil Court, Birmingham, Court 25 | Type of hearing: Personal Injury Claim | Language: Portuguese | |
| Stage: witness cross-examination | | | |
| Mode of Interpreting: | Consecutive✓ | Simultaneous✓ | Whispering✓ Sight Translation |

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|------------------------|-----------------------|------------------|-------------|-----------------------|------------------------|
| Present Actors: | Defendant & Claimant✓ | Interpreter✓ | Judge✓ | Prosecutor | Witness |
| | Jury | Usher | Solicitors✓ | Defence Barrister | Court clerks/secretary |
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| Audibility: | Average |
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| Physical settings |
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| Interpreter's roles: | Interpreting for the Client without attracting attentions of other present actors in the room. Neutral Conduit Faithful Render of the original utterance - ??? |
| Interpreter's status in the courtroom | Professional |
| OTHER COMMENTS | |

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| Interpreter swore an oath | N/a |
| Events of note | Personal Injuries claim. Both claimant and defendants are not native speakers. However, only one has an interpreter. I didn't manage to establish how the interpreter was booked for the claimant, but she does not work for Capita and was wearing a NRPSI badge. The other claimant was cross-examined and although he could speak English, his English was rather broken and sometimes was difficult to understand. He also did not always understand the questions especially if some special terms were used. For example, he didn't know the word "repossession", he could not always understand tag questions and what was required of him. On a number of occasions, the judge stepped in to simplify and break down questions for him so he could answer. However, the overall impression was that his evidence in court was not consistent with his earlier witness statement. It is unclear whether a language barrier had a role to play there. In the meantime, the Portuguese interpreter was sitting at the back with her client providing a consecutive rendition to her client. She was listening for a few moments and then rendered back to the client, so simultaneous mode was rather limited. |
| Critical incidents (CIS) | <p>The witness - is not a native speaker of English but does not have an interpreter. His English is not very strong, and he clearly struggles to understand questions. Also, the examiner does not always understand what he's saying.</p> <p>The witness (claimant) is clearly struggling with English.</p> <p>The judge says: "His answer is not consistent with his evidence" (but no one notices that he clearly struggles to understand and speak English).</p> <p>The witness does not understand very well and can't express himself clearly.</p> |

Notes:

During this session the interpreter was sitting at the back (the front row of the public area) interpreting consecutively to simultaneously (whispering) to her client. After a very brief conversation with her during the break I established that she was not working for Capita and had an ID badge from the NRPSI. She was rendering everything what was happening in the room to her client.

The interpreter is sitting at the back with the client on the front row of chairs in public area interpreting mode: whispering but not simultaneous, rather consecutive.

Courtroom: all courtroom actors, including the judge wear suits, no robes or wigs.

The witness - is not a native speaker of English but does not have an interpreter. His English is not very strong, and he clearly struggles to understand questions. Also, the examiner does not always understand what he's saying.

The interpreter is interpreting consecutively to her client using whispering mode. Her client responds by saying something (it is not clear whether they're having a conversation, or she is interpreting what is happening in the courtroom).

The witness (claimant) is clearly struggling with English.

The judge interfered and said: "Mr Mahmoud could you please concentrate on the question asked and answer it? Did you...? Yes, or no?"

Barrister: "Mr Mahmood, I gave you an opportunity to correct your statement. Do you want to correct it?". The witness is stretching his neck as if trying to hear and understand better what was asked of him.

The judge says: "His answer is not consistent with his evidence" (but no one notices that he clearly struggles to understand and speak English).

The judge rephrases the question to make it "yes or no" question. The witness replies "no" to the question about personal injury claim in relation to the accident. Yet when answering a barrister's question, he said that "yes", he did make a claim. The barrister said: "You have just told the judge that you didn't make a claim. You did understand the judge's question and you clearly answered "no" to that. The witness said: "He forced me to say No. I had two claims".

The barrister: "we're trying to distinguish between your claim on your behalf and a claim on your wife's behalf".

The witness does not understand very well and can't express himself clearly.

The interpreter continues whispering (consecutively and simultaneously).

The interpreter listens for a few minutes and then renders back to her client. Her voice varies (the tone goes up and down) as the barrister's tone of voice, which suggests that she's trying to replicate the speakers as close to the original as possible.

The witness does not understand vocabulary used by the barrister like "repossessed" - he said: "I don't understand".

The interpreter continues rendering into her language; she changes position, puts the knee over the other one taking a more casual sitting position.

The judge has requested the break and resumed the hearing later.

The evidence of the witness did not appear consistent with his earlier statement and there were misunderstandings on both sides. The claimant did not always understand the questions and vocabulary but when questions were rephrased, he did understand. However, it could be that he used the language barrier to his advantage. Although, I think this is highly unlikely, as what he was saying played rather against his claim.

OBSERVATION SHEET No. 29

| | | |
|---|--------------------------------|-----------------------------|
| Date: 12.06.2015 | Start time: 11:30AM | Finish time: 12:30PM |
| Type of Court: Immigration Tribunal, Sheldon Court, Birmingham, Court 1 | Type of hearing: Appeal | Language: Farsi |
| Stage: Final hearing | | |
| Mode of Interpreting: | Consecutive✓ | Simultaneous |
| | Whispering✓ | Sight Translation |

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|------------------------|------------------------------------|--------------|------------|--|---------------------------|
| Present Actors: | Defendant Appellant✓ | Interpreter✓ | Judge✓ | Prosecutor Home Office Presenting Officer✓ | Witness |
| | Jury | Usher | Solicitors | Defence Barrister | Court clerks/secretary |
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| Audibility: | Good |
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| Physical settings |
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| Interpreter's roles: | Facilitating communication |
| Interpreter's status in the courtroom | |
| OTHER COMMENTS | |
| Interpreter swore an oath | ---- |

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| Events of note | <p>There was a problem with interpreting of some words the Appellant was using in her statement, the interpreter struggled to explain that to court and the solicitor, who was also a Farsi speaker raised his hand and asked the judge to intervene as he could understand what his client was saying. However, the judge didn't find that appropriate and didn't let him step in. The interpreter tried to explain the word to the best of his ability and continued interpreting. The appellant mentioned that she had a problem with an interpreter at her first asylum seeker's meeting. The home office rep challenged her on the fact why she did not write to the home office about this fact if she felt that the interpreter did not render her message adequately and she replied that did not know she would need to put that in writing to them. The home office rep carried on questioning and the interpreter rendered everything consecutively and pauses were made for him on both sides. The home officer rep concluded that the appellant should not be granted asylum, and her case was not supported with enough evidence that she would face danger at her home country. I dint not have a chance to speak to either party as they had to leave very quickly, therefore could not establish what was exactly the problem with interpreting and whether the parties were satisfied with the provided interpreting service.</p> |
| Critical incidents (CIS) | <p>The appellant is having a problem with the interpreter. He is struggling to render to the court what she said. Her (client's) legal representation (Farsi speaker) asked the judge if he could intervene as he was a Farsi speaker and did understand what she (the client) was saying but the judge declined his request by saying: "I don't think that's appropriate". The interpreter said "OK, I will try to explain that. Basically, the word means...."</p> <p>The appellant replies and exchanges lines with the interpreter.</p> |

Notes:

The appellant is having a problem with the interpreter. He is struggling to render to the court what she said. Her (client's) legal representation (Farsi speaker) asked the judge if he could intervene as he was a Farsi speaker and did understand what she (the client) was saying but the judge declined his request by saying: "I don't think that's appropriate". The interpreter said "OK, I will try to explain that. Basically, the word means...."

The Home Office representative asked: "If you had so much trouble with the interpreter, why didn't you write to the Home Office to explain that?"

"I didn't know that I needed to put this in writing" (through the interpreter).

The interpreter is interpreting consecutively, using the first person.

There are questions about dates (the interpreter needs to figure out the English date (arrest of Muhammad Ali August 2011).

The judge's questioning is interpreted consecutively, sentence by sentence.

The appellant speaks in short chunks, sentences, so, the interpreter can render her account consecutively. It looks like she knows how to communicate via an interpreter.

Legal submission

The Home Office representative's submission: the interpreter listens and makes brief rendition (whispering). The interpreter renders the submission to the appellant, and she is saying something to him, and he replies back to her (looks like there holding a brief conversation).

The Home Office representative goes very fast, with lots of complex structures. The interpreter renders the HO's account very briefly (a paragraph is summed up into one two sentences).

The appellant replies and exchanges lines with the interpreter.

Defence submission: brings up an interpreter issue, the quality of the interpreter at the asylum seekers interview was very poor as they could not interpret the terms accurately which can have a totally different meaning if interpreted inaccurately.

OBSERVATION SHEET No. 30

| | | |
|---|--------------------------------|--|
| Date: 24.06.2015 | Start time: 11:50AM | Finish time: 12:50PM |
| Type of Court: Immigration Tribunal, Sheldon Court, Birmingham, Court 1 | Type of hearing: Appeal | Language: Farsi |
| Stage: cross-examination | | |
| Mode of Interpreting: | Consecutive✓ | Simultaneous Whispering✓ Sight Translation |

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|------------------------|------------------------------------|--------------|-------------|---|---------------------------|
| Present Actors: | Defendant Appellant✓ | Interpreter✓ | Judge✓ | Prosecutor Home Office Presenting Officer ✓ | Witness |
| | Jury | Usher | Solicitors✓ | Defence Barrister | Court clerks/secretary |
| | Farsi speaker, taking notes | | | | |

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| Audibility: | |
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| Physical settings |
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| Interpreter's roles: | Facilitator of communication? Cultural broker? (converts Iranian time to the UK time in his own initiative without notifying the court about that conversion). |
| Interpreter's status in the courtroom | Questioned by another Farsi speaker in the courtroom |

| OTHER COMMENTS | |
|---------------------------|---|
| Interpreter swore an oath | ---- |
| Events of note | Effectively adversarial interpreting as there was another interpreter present in the room who did not agree with the hired interpreter for this case and was taking notes all the way during the hearing. Finally, she raised her hand and said that should stop the interpreter at that point as he completely misinterpreted everything in that case. |
| Critical incidents (CIS) | <p>There is a lady in the room who speaks the language of the appellant and she's taking notes.</p> <p>The solicitor asked a question: "When you were in prison in Iran and your family came to visit you there in prison, did you ever ask them about your brother...?" The interpreter interprets that to the appellant, but the lady steps in, raises her hand and says: "I'm sorry this has been misinterpreted".</p> <p>As the interpreting goes on, the lady at the back looks a bit agitated as she clearly does not agree with the interpreter's rendition. She raises her hand again, but no one notices that, and the proceeding continues. She keeps taking notes.</p> <p>The lady makes a sign to the judge with her hand that the interpreter does not interpret accurately.</p> <p>At this point she raises her hand and states: "I'm sorry I have to stop him, he's misinterpreting completely. She says eight he says 9 and this is misleading for her, and this is not the first time I noticed that".</p> <p>The judge says that she doesn't like the way things go due two lots of cross understanding and evidence is not clear. The solicitor suggested to get a second Farsi interpreter. The judge said that interpreting is not an amorphous skill, and there are lots of nuances to it, but still it is whether accurate or not.</p> |

Notes:

When I entered the room, everyone was already there and seated at their desks.

The judge is discussing some case details with the solicitor (defence) and interpreter is interpreting simultaneously.

After that, the judge addresses directly to the appellant asking whether she understands the interpreter's language, whether she needs to take a break or change a position (consecutive interpreting is used here here).

After this short introduction, the defence solicitor started cross-examination. She asked the appellant to confirm her name and showed her the paper and asked whether she recognised the document. The interpreter interprets consecutively but at times switches to simultaneous mode.

There is a lady in the room who speaks the language of the appellant and she's taking notes.

The solicitor asked a question: "When you were in prison in Iran and your family came to visit you there in prison, did you ever ask them about your brother...?" The interpreter interprets that to the appellant, but the lady steps in, raises her hand and says: "I'm sorry this has been misinterpreted". The interpreter asks the solicitor to repeat the question, she repeats it and he asks her for a clarification. She repeats what she said to make sure he (the interpreter) understood the question and then he interprets that to the appellant. The lady nodded positively to agree with his interpretation.

As the interpreting goes on, the lady at the back looks a bit agitated as she clearly does not agree with the interpreter's rendition. She raises her hand again, but no one notices that, and the proceeding continues. She keeps taking notes.

The lady makes a sign to the judge with her hand that the interpreter does not interpret accurately.

The judge asks to give her a piece of paper so she can write down everything she (the Farsi speaker who has been taking notes) doesn't like.

At this point she raises her hand and states: "I'm sorry I have to stop him, he's misinterpreting completely. She says eight he says 9 and this is misleading for her, and this is not the first time I noticed that".

The judge asked the interpreter directly what the appellant exactly said and how he interpreted it. It was established that she said 1388 and he said 2009. He's trying to explain that he's converted the Iranian time to the UK time, but the judge maintains that he must say exactly what she said. If she said 1388, then this is how he must interpret that into English and not change it.

While the cross examination is going, on the lady at the back passes a note to the solicitors starting: "I said I know" and made a facial expression showing her dissatisfaction with what is going on in court.

The interpreter uses the first person.

The judge says that she doesn't like the way things go due to lots of cross understanding and evidence is not clear. The solicitor suggested to get a second Farsi interpreter. The judge said that interpreting is not an amorphous skill, and there are lots of nuances to it, but still, it is whether accurate or not.

OBSERVATION SHEET No. 31

| | | | |
|---|--|-----------------------------------|-----------------------------------|
| Date: 28.04.2016 | Start time: 12AM | Finish time: 4:30PM | |
| Type of Court: Crown Court, Birmingham, Court 11 | Type of hearing: Sexual Assault | Language: Tigrinya/Amharic | |
| Stage: Trial hearing | | | |
| Mode of Interpreting: | Consecutive✓ | Simultaneous✓ | Whispering✓ Sight Translation✓ |

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|------------------------|---------------|---------------------------|-------------|--------------------|-------------------------|
| Present Actors: | Defendant✓ | Interpreter✓ | Judge✓ | Prosecutor✓ | Witness✓ |
| | Jury✓ | Usher✓ | Solicitors✓ | Defence Barrister✓ | Court clerks/secretary✓ |
| | Media worker✓ | Relatives in public area✓ | | | |

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| Audibility: | Good |
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| Physical settings |
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| Interpreter's roles: | Professional Ad hoc helper (when and as required) |
| Interpreter's status in the courtroom | Outsider - ? |
| OTHER COMMENTS | |
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| Interpreter swore an oath | Yes, as directed by the Usher |
| Events of note | <p>The interpreter is called in as back up for the Defendant. The Defence barrister explained this to the interpreter before the trial starts. He emphasised that it was particularly important for the Defendant to address to the Jury directly rather than via the interpreter. When the Police interview was played, it was very clear that the Defendant did not understand the caution, so his English was not sufficient for the interview, but the interpreter was not present at the interview.</p> <p>An interesting detail: the court clerk asked the prosecutor and the defence barrister about any preliminaries and the prosecutor very quietly started to explain to the barrister (who is of African origin, same as the defendant, but unlike the defendant, speaks impeccable English) that there would be an interpreter used in the trial so that he would need to bear that in mind. He carried on explaining that he (the defence barrister) should be respectful to the Jury, and that no drinks or food were allowed in the courtroom.</p> |
| Critical incidents (CIS) | <p>(!) The Prosecutor explained to the barrister the interpreter's presence and other court rules.</p> <p>(!) The Interpreter is addressed as "Interpreter", whilst the Usher was addressed "Madam usher".</p> <p>(!) The security guard also addressed the interpreter as "interpreter".</p> <p>(!) The interpreter was late so the barrister went out to fetch him.</p> <p>(!) The prosecutor is role-playing a phone call to the police with the witness. At this time the interpreter's voice can be heard from the witness box, who was interpreting the telephone conversation with the police (the phone call) from the transcript (sight translation), and the barrister along with another present court actor (his role in court is not established but I think he must be a lawyer) they both turned around and gave an angry look to the interpreter, as if reprimanding him silently for raising his voice slightly.</p> <p>(!) The defence barrister approached the dock, both the interpreter and the defendant rise. He (DB) whispered through the glass to the interpreter: "Could you check with him... could you make sure...?" He dressed the defendant in the third person asking the interpreter to clarify something for him on his behalf.</p> <p>(!) The defendant was interviewed at the police station under caution, but without the help of the interpreter. It is clear from the tape that the defendant does not understand the caution. The second officer steps in and explains to him that her colleague officer is trying to explain him what the caution means for him. It is clear he still doesn't understand, and the first officer is explaining the condition of the caution to him before proceeding to the allegation and explaining the reason why he was there.</p> |

Notes:

The hearing started one hour late.

Everyone waiting outside the courtroom including the interpreter. Upon entering the room, the interpreter took a seat at the back of the room by the dock, whilst the defendant was taken straight to the dock.

The usher approached the interpreter and asked pointing at him: “Interpreter”?

He replied: “Yes”, and she told him that there was hearing aid available to amplify and assist with his hearing.

There was a discussion about when to call in the jury and the decision was made to call in the jury after the interpreter was sworn in.

An interesting detail: the court clerk asked the prosecutor and the defence barrister about any preliminaries and the prosecutor very quietly started to explain to the barrister (who is of African origin, same as the defendant, but unlike the defendant, speaks impeccable English) that there would be an interpreter used in the trial so that he would need to bear that in mind. He carried on explaining that he (the defence barrister) should be respectful to the Jury, and that no drinks or food were allowed in the courtroom.

(!) The security guard also addressed the interpreter as “interpreter”.

The judge entered the room; everyone rose.

Straight after that the usher looked around the room, looking out for the interpreter and by gesture pointing at him and saying “interpreter” (in a whisper) asked him to come to her and explained him quietly that he would be given a card with an oath to swear. The interpreter stepped into the witness box, and she (the usher) gave him the oath card. He swore that oath and proceeded to the dock.

Before the Jury were called into the room, the prosecutor exchanged a few comments with the judge, followed by some comments from the defence. The defence barrister said that their defendant did speak some English, therefore, he would prefer him to speak to the jury without the assistance of the interpreter. He felt it was important for the defendant to address the jury directly if he could, but there could be some parts where the interpreter would be needed. He said: “We will be bringing the interpreter in and out”.

Both the prosecutor and the defence barrister were speaking without making pauses for the interpreter and not very loud. The interpreter was listening to them and then making some brief comments back to the defendant, which was likely to be the summary of what was said rather than full interpretation of everything.

When the judge directly addressed the defendant, they rose, and the interpreter started interpreting everything in the consecutive mode. The judge speaks loud enough, breaking up his speech into short segments, which the interpreter interprets to the defendant and his responses interprets back to the judge.

2:15 PM second half of the trial

(!) The interpreter was late so the barrister went out to fetch him.

Witness statement/prosecution examination of the witness (the witness is seated behind the curtain).

The interpreter and the defendant switched places.

Prosecution examination: the interpreter is leaning forward towards the defendant and interpreting simultaneously and consecutively (whispering). The prosecutor continues questioning the witness with no pauses for the interpreter.

(!) The prosecutor is role-playing a phone call to the police with the witness. At this time the interpreter's voice can be heard from the witness box, who was interpreting the telephone conversation with the police (the phone call) from the transcript (sight translation), and the barrister along with another present court actor (his role in court is not established but I think he must be a lawyer) they both turned around and gave an angry look to the interpreter, as if reprimanding him silently for raising his voice slightly.

After the prosecutor finished, the defence barrister said that needed to check something with the defendant before proceeding to witness cross examination.

(!) The defence barrister approached the dock, both the interpreter and the defendant rose. He (DB) whispered through the glass to the interpreter: "Could you check with him... could you make sure...?" He addressed the defendant in the third person asking the interpreter to clarify something for him on his behalf.

The defendant joined the conversation and showed something on his body. The defence barrister mirrored that hand position on himself, so looked like they were confirming the position of the defendant's hands (both left and right) during the disputed incident.

Cross examination of the witness

The defence barrister is questioning the witness, and the interpreter is interpreting simultaneously to the defendant (in whispering mode).

999 call is being played. The interpreter has the transcript and does interpreting from the transcript (sight translation mode).

Second witness examination: the interpreter interpreting questions and answers simultaneously by whispering.

Further written evidence distributed by the usher in the courtroom. A copy is also given to the interpreter and to the Jury.

The judge instructs the Jury before listening the defendant's speech: "The defendant speaks moderate English but not brilliant English and this is why we are having an interpreter here today to help him, which is fair enough as his English is not perfect".

(!) The defendant was interviewed at the police station under caution, but without the help of the interpreter. It is clear from the tape that the defendant does not understand the caution. The second officer steps in and explains to him that her colleague officer is trying to explain him what the caution means for him. It is clear he still doesn't understand, and the first officer is explaining the condition of the caution to him before proceeding to the allegation and explaining the reason why he was there.

The prosecutor switches off the tape and continues reading off the transcript (defendant's interview with the police), the interpreter follows up off the transcript (sight translation), although the text is produced by the defendant himself (he spoke English during the police interview)

The trial breaks up until next morning.

OBSERVATION SHEET No. 32

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|---|--|-----------------------------------|-----------------------------------|
| Date: 29.04.2016 | Start time: 11AM | Finish time: 4PM | |
| Type of Court: Crown Court, Birmingham, Court 11 | Type of hearing: Sexual Assault | Language: Tigrinya/Amharic | |
| Stage: Trial hearing | | | |
| Mode of Interpreting: | Consecutive✓ | Simultaneous✓ | Whispering✓ Sight Translation✓ |

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|------------------------|---------------|---------------------------|-------------|--------------------|-------------------------|
| Present Actors: | Defendant✓ | Interpreter✓ | Judge✓ | Prosecutor✓ | Witness✓ |
| | Jury✓ | Usher✓ | Solicitors✓ | Defence Barrister✓ | Court clerks/secretary✓ |
| | Media worker✓ | Relatives in public area✓ | | | |

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| Audibility: | Good |
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| Physical settings |
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| Interpreter's roles: | Ad hoc helper, professional |
| Interpreter's status in the courtroom | Outsider |
| OTHER COMMENTS | |
| Interpreter swore an oath | Yes, on a previous day. |

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| Events of note | Second day trial, examination by the defence, from the defendant's answer it is clear that he does not quite understand the English as his responses to yes/no questions are: "Yes, please". Before examination the DB instructed the interpreter: "Mr Interpreter, from time to time I want you to clarify a question for me". to the D. "I want you to answer my questions in English as much as possible and the Mr Interpreter may need to clarify some questions for me". DB questions the D. directly and for some bits he asks the I. to interpret but address the D. in the 3rd person, I. interprets D's answers in the 1st person. Sometimes the I. steps in without being prompted. Cross-examination takes place with the assistance of the interpreter. Important note on the interpreter's clothing: he was wearing dark blue jeans, a shirt with the jumper, and a smart casual light brown jacket on top. No tie. The overall look was smart casual, rather than formal, that is rather unusual for the court setting. He didn't wear a badge or ID to show his belonging to Capita or any other agency. He also asked court clerk for timesheets, which is odd as Capita usually provides them. |
| Critical incidents (CIS) | <p>(!) Critical incident: The Jury protested against the Prosecutor's question by asking: "Is it really relevant?" The Judge didn't reprimand them (although some Jurors were talking to each other, some were demonstrating negative poses, showing their attitude to the Prosecution's cross-examination). The Judge, in fact, condoned with the Jury and reiterated the question to the Prosecutor. It is rather unusual for the Jory to demonstrate reaction and disagreement, and the Judge seemed to condone with that. The D. was equated by the Jury.</p> <p>(!) There is some misunderstanding between the defendant and prosecution, and the interpreter steps in straight away on his own initiative to clarify the question for the defendant.</p> |

Notes:

Defence barrister is calling for the defendant for examination.

The interpreter takes place by the defendant in the witness box. The usher asks the interpreter to explain him that he needs to swear an oath and then she asks the defendant directly "I understand you want to swear on the Bible?" He answers in English, but not very clear, so the interpreter steps in and interprets the usher's question to his language and then the defendant replies in English "Yes".

The defence barrister addressed the interpreter: "Mr interpreter... from time to time I want you to clarify a question for me".

The defence barrister addresses the defendant: "I want you to answer my questions in English as much as possible and Mr interpreter may need to clarify some questions for me".

The defence barrister questions the defendant, and he is answering in English, although it can be seen his English replies are not always completely adequate.

He answers questions like:

- Did you apply for asylum when you arrived at the UK?

- Yes, please.
- Did you stay in Birmingham?
- Yes, please.
- Did you have training to become a taxi driver?
- Yes, please.

The defence barrister when asking a question to a defendant, addresses the interpreter directly:

“Mr interpreter, could you please interpret these parts of the question?”

The interpreter interprets it into defendant’s language and then interprets his response in English **in the first person.**

The defence barrister continues questioning without the help of the interpreter and then asks the interpreter to interpret the next bit and he asks a question in the second person directly addressing the defendant, rather than shifting to the third person as he did in the previous question (inconsistent shift).

The interpreter remains consistent throughout his interpreting and uses the first person all the time.

The defence barrister continuous questioning in English and then says:

“Now I would like to turn to our Mr interpreter to speed up a bit”.

Followed by questions through the interpreter, then shifts to questioning/answering in English without the help of the interpreter. The defendant continues in English, but he remains consistent in answering all yes/no (general questions) “yes, please”.

- Do you agree?
- Yes, please.
- Do you have a family?
- Yes, please.

The defendant is asking to repeat the question and the interpreter steps in immediately without a prompt, to interpret it into his language straight away. **The interpreter looks very alert and listens carefully** to the defence barrister and the defendant and steps in. His body is turned towards defendant, so he directly faces the defence barrister and the prosecutor.

Cross examination of the defendant by prosecution

- Mr... (name of the defendant), to become a taxi driver you needed to pass an exam and that required your ability to read and write in English?
- Yes, please.

- If you don't understand my question, let's see if we can do it with the help of the interpreter.

After these words the interpreter switches on immediately and interprets a question into defendant's language.

So, the prosecutor doesn't address the interpreter directly, but just drops his "title" indirectly and the interpreter responds immediately to this indirect address to him and interprets very well.

The prosecutor continues questioning and the defendant answers in English.

- This is not my question. Would you agree that if someone uses a seat belt in your car, they can't move that freely?

The defendant displays confusion with this question. The prosecutor proceeds:

- If you don't understand my question, use the interpreter for help.

The interpreter switches on immediately at this indirect form of address and interprets a question to the defendant into his language immediately.

The transcript of the police interview is given out by the usher to the defendant and the rest in the room.

The interpreter reaches out to get it, but the defendant stops him and puts the transcript to one side, whilst looking at page three suggesting to the interpreter that he was OK to read this document without his help on this occasion.

(!) There is some misunderstanding between the defendant and prosecution, and the interpreter steps in straight away on his own initiative to clarify the question for the defendant.

The defence barrister stands up and asks an additional question and asks the interpreter to interpret that to the defendant.

The judge asks an additional question to the defendant, and he answers in English without the interpreter.

(!) Critical incident: the jury protested against the prosecution's questioning by asking "is this really relevant?". The judge didn't reprimand them, although some jurors were talking to each other, some were demonstrating negative poses, showing their attitude to the prosecution's cross examination of the defendant. The judge in fact condoned with the Jury and also asked (reiterated the question, asked by the jury): "Is this really relevant?". It is rather uncommon for the Jury to react. So, this was a rather unusual situation, and the judge seems to have condoned with that.

The defence barrister is reading out character references to the Jury. The interpreter does not interpret this bit but just sitting with the defendant.

The prosecutor challenges these references, and the interpreter renders this back to the defendant. He (the interpreter) gives brief summaries as he does not interpret simultaneously but

listens and then makes brief comments from which I can conclude he is summarising what was said by prosecution in the language of the defendant.

Closing speeches

During defence barrister's closing speech, the interpreter was just listening most of the time without making any comments or rendering.

The defendant was acquitted by the Jury.

Important note on the interpreters clothing: he was wearing dark blue jeans a shirt with the jumper and a smart casual light brown jacket on top. No tie. The overall look was smart casual, rather than formal, which is rather unusual for the court setting.

He didn't wear a badge or ID to show his belonging to Capita. He also asked a court clerk for timesheets which is odd as Capita usually provides them.

OBSERVATION SHEET No. 33

| | | |
|--|-------------------------|----------------------------|
| Date: 13.05.2016 | Start time: 2PM | Finish time: 3:30PM |
| Type of Court: Magistrates' Court, Birmingham | Type of hearing: | Language: Romanian |
| Stage: Plea | | |
| Mode of Interpreting: | Consecutive✓ | Simultaneous |
| | Whispering | Sight Translation |

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|------------------------|------------|--------------|------------|--------------------|-------------------------|
| Present Actors: | Defendant✓ | Interpreter✓ | Judge✓ | Prosecutor✓ | Witness |
| | Jury | Usher | Solicitors | Defence Barrister✓ | Court clerks/secretary✓ |
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| Audibility: | Good |
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| Physical settings |
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| Interpreter's roles: | Professional/ Facilitator of communication |
| Interpreter's status in the courtroom | |
| OTHER COMMENTS | |
| Interpreter swore an oath | Yes, unprompted. |
| Events of note | The Defendant plead guilty. The interpreter presence was positively acknowledged by the Magistrate who said: "Today he has the benefit of the interpreter who can interpret your comments |

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| | on this matter, Sir". The Judge after reading out the court's decision added at the end: "... and don't be such an idiot in future". |
| Critical incidents (CIS) | |

Notes:

The interpreter entered the courtroom, when the defendant was still in the cell and swore the oath unprompted. Then she took a seat by the dock, waiting.

The defendant presented at court from the cells, the interpreter is outside the dock talking to the defendant through the holes in the glass.

The trial started with asking the defendant to confirm his name and other personal details.

The defendant pleads guilty on both charges.

The barrister started his speech: "My client has told me....", and the interpreter started interpreting after a couple of sentences, which prompted him to speak with pauses, so the interpreter could do the job.

The court clerk also speaks loudly and clearly, making pauses for the interpreter (at each short chunk of the text), which suggests that they know how to work with interpreters.

The acoustics in the room is good.

The prosecutor also speaks, making pauses for the interpreter.

The judge made a short remark which was not interpreted and then the defence barrister resumed his speech, and the interpreter continued her work.

Defence barrister: "Today he has the benefit of the interpreter who can interpret your comment on this matter, Sir".

The magistrate reached a conclusion, read it out and added at the end: "... and don't be such an idiot in future".

The defendant asked the magistrate a question in English, and the interpreter helped to interpret the judge's answer to him.

The usher is signing interpreters form, the case is finished.

OBSERVATION SHEET No. 34

| | | |
|--|---|--------------------------|
| Date: 10.10.2018 | Start time: 10:30AM | Finish time: 12AM |
| Type of Court: Birmingham Crown Court, Court 11 | Type of hearing: Criminal negligence | Language: Polish |
| Stage: pre-plea trial preparation | | |
| Mode of Interpreting: | Consecutive | Simultaneous✓ |
| | Whispering✓ | Sight Translation |

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|------------------------|----------------------------------|--------------|-------------|--------------------|-------------------------|
| Present Actors: | Defendant✓ | Interpreter✓ | Judge✓ | Prosecutor✓ | Witness |
| | Jury | Usher✓ | Solicitors✓ | Defence Barrister✓ | Court clerks/secretary✓ |
| | Another defendant by video link✓ | | | | |

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| Audibility: | Satisfactory (the interpreter had the hearing loop and was touching it occasionally as if it wasn't working properly). |
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| Physical settings |
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| Interpreter's roles: | Interprets for the defendant in the dock and outside the courtroom as well. Facilitator of communication |
| Interpreter's status in the courtroom | No apparent signs of recognition, the interpreter wasn't addressed directly. |
| OTHER COMMENTS | |

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| Interpreter swore an oath | - |
| Events of note | Pre-plea trial preparation with a Polish interpreter. There were two defendants involved in the trial process: a black lady (native speaker) and a Polish male. The Polish defendant was present in the courtroom, whilst the other defendant was participating via video link. She was kept in custody. The interpreter wasn't addressed directly by the judge. There were moments when the interpreter was interpreting outside the dock just standing next to defendant in front of the dock, waiting to be let in, but the process wouldn't pause for them, so she had to interpret on the go. After the hearing was over for that day, the interpreter went away with the defendant and his barrister to continue interpreting outside the courtroom. |
| Critical incidents (CIS) | Interpreter is interpreting for the defendant outside the dock (courtroom). (!) Another critical incident I consider was the presence of another defendant (female, native speaker, black) appearing in the room by video link. |

Notes:

I entered the room at 11:30 (as the hearing was adjourned until 11:30), the interpreter and the defendant were there, standing in front of the dock, waiting to be let in.

The defence barrister approached the interpreter and defendant when they stepped out of the dock, and the interpreter asked him if she now should go with them.

(!) They left the room all together (the three of them) and talked outside for a few minutes. Another man (wearing a wig) joins them for a couple of minutes; then all three (the interpreter, defendant and barrister) proceeded to a different room.

It was interesting to note that the proceeding didn't stop at this point (for the interpreter and defendant to be taken to the dock). Everything continued as normal, they took no notice of the interpreter and defendant. The interpreter continued to interpret by whispering whilst standing outside the dock and holding her hearing loop in her hand.

Then the security guard let them in the dock, and they took their seats there.

The interpreter put the hearing loop on and continued interpreting for the defendant. The defendant looked like he partly understood what was going on, but he did seem listening to the interpreter. When the silence set for a few minutes, they both remained silent. The interpreter would only start talking when anyone else would start talking (which suggests to me that she was interpreting everything she could hear in the courtroom).

(!) Another critical incident I consider was the presence of another defendant (female, native speaker, black) appearing in the room by video link.

The judge was addressing both **defendants**. He asked to point the camera onto him and spoke to the video link defendant. He asked her: "Do you understand?" and she replied "yes". Then he turned to the present in the courtroom defendant (who is in the dock) and addressed him. He (the judge) spoke quite slowly and clearly, making short pauses but sufficient for the interpreter to do her job. She interpreted to the defendant and then to the judge (consecutively) and ask him (the defendant): "Do you understand?", the interpreter replied "yes" and interpreted the response for the defendant. The judge continued with his explanation of the future process and the interpreter continued interpreting consecutively.

When the judge asked again if he (the defendant) understands, he just nodded with his head. No more clearly uttered "yes" answers from him or the interpreter.

When the judge finished with the explanation of the process, the defendant and interpreter were let out of the dock and left the room with the defence barrister.

Next hearing scheduled for the 7th December 2018, application for the charges to be dismissed from both defendants.

25th of February 2019 perspective trial date if the application is unsuccessful for both defendants.

Male (white, Polish defendant) released on bail.

Female (black, native speaker) defendant will remain in custody.

She may have to attend the court but may be allowed to appear via video link to be decided at a later date.

She's given a choice and if she wants to attend physically, she will have to talk to her solicitors.

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OBSERVATION SHEET No. 35

| | | |
|---|-------------------------------|----------------------------|
| Date: 17.05.2019 | Start time: 11AM | Finish time: 1:30PM |
| Type of Court: Birmingham Crown Court, Court 9 | Type of hearing: Fraud | Language: Polish |
| Stage: Trial hearing, witness cross-examination by defence | | |
| Mode of Interpreting: | Consecutive | Simultaneous✓ |
| | Whispering | Sight Translation✓ |

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|------------------------|--------------|-----------------|-------------|--------------------|-------------------------|
| Present Actors: | Defendant(3) | Interpreter(2)✓ | Judge✓ | Prosecutor✓ | Witness (3) |
| | Jury✓ | Usher✓ | Solicitors✓ | Defence Barrister✓ | Court clerks/secretary✓ |
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| Audibility: | <p>Audibility was good, I could hear the proceeding well in the public sitting area.</p> <p>Both interpreters had hearing loop and could interpret simultaneously.</p> |
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| Physical settings |
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| Interpreter's roles: | <p>Unusual situation: two interpreters were interpreting to three defendants in the dock.</p> <p>Gatekeeper</p> <p>Friend</p> |
| Interpreter's status in the courtroom | Professional, a bit aloof (detached) |

| OTHER COMMENTS | |
|---------------------------|---|
| Interpreter swore an oath | Didn't see that as I was not present at the very start of the trial. |
| Events of note | <p>Trial hearing. Witnesses' examination and cross-examination. There were 3 witnesses (2 police officers and another one, perhaps a landlord or accountant) from CPS examined and then cross-examined by Defence. What I found rather unusual is that there were 2 Polish interpreters who were interpreting simultaneously in the dock to the 3 defendants, and they were taking turns similar to conference interpreting. Both interpreters were male, wearing suits. They sat next to each other, and both had head set and microphone equipment. They changed every 30-40 mins. The interpreters did not interpret anything related to organisational or admin side of the process, neither did they interpret oaths given by witnesses in the witness box. During the break they stood aside outside the courtroom and talked to each other. After a break before the Judge and Jury entered the courtroom, everyone was talking. The interpreters were talking to the defendant in the dock and even were laughing. That looked like rather a social interaction and not professional one, not part of the proceeding. As soon as the Judge entered the room and proceeding resumed one of the interpreters started to interpret simultaneously. Also, one of them omitted larger pieces of what was said in the courtroom during the process than the other one. At one point they had to perform sight translation from the screen in front of the dock. They looked professional and worked in pair. I didn't have a chance to find out where they were from, whether they were hired by court or CPS. I didn't see them wear badges.</p> |
| Critical incidents (CIS) | <p>Two interpreters, both male, dressed in suits, very smart, both had hearing loop (a headset with a microphone).</p> <p>They were interpreting simultaneously to the defendants in the docks and took turns roughly every 30-40 minutes, just like conference interpreters, but without a booth.</p> <p>(!) At that point interpreters and defendants in the dock also we're talking and even laughing there. There was a clear interaction in the dock that was not part of the proceeding or interpreting process. It looked like a social rather than a professional interaction.</p> |

Notes:

There were three witnesses (two police officers and one possibly landlord/accountant) from the prosecution side.

There was examination to confirm some details followed by cross examination by the defence side with some interruptions from the judge.

The jury was present.

No pauses were made for the interpreters at this stage of the trial. The proceeding was going at full speed. All witnesses were native speakers and swore an oath on the Bible in the witness box.

I noticed that interpreters omitted anything related to organisational or admin (not case related) information and only interpreted what was said in relation to the case.

There was a moment where sight translation was required (sight translation from the big screen, standing in front of the dock).

During the break or after the trial interpreters were standing aside and didn't interact with anyone but only to one another. Whereas the defence barrister talked to solicitors and defendants. Interpreters did not interpret oaths sworn by witnesses.

After a break before the judge and jury entered the room. Solicitors were talking to each other.

(!) At that point interpreters and defendants in the dock also we're talking and even laughing there. There was a clear interaction in the dock that was not part of the proceeding or interpreting process. It looked like a social rather than a professional interaction.

As soon as the proceeding resumed, one of the interpreters started simultaneous interpreting.

I was sitting in the public area and observed the case. Everyone in the courtroom (the judge, ushers, solicitors, and, particularly, interpreters) occasionally paid attention to my and my friend's presence in the public area. I was wearing an Aston university ID badge (student card). I did not have a chance to talk to any of the courtroom participants on that day. Interpreters seemed to be suspicious of my presence.

APPENDIX 6: THEMATIC ANALYSIS OF ETHNOGRAPHIC FIELD NOTES

6.1. Initial analysis of ethnographic field notes

Following the framework for the analysis of ethnographic fieldnotes in linguistics proposed by Copland & Creese (2015), I have carried out a thorough read-through of all the collected notes. After the second and third readings, while looking for emerging patterns, I have compiled a list of the following initial codes that drew my attention.

1. The interpreter was equipped with the headset and a microphone and was interpreting simultaneously. (Observation sheet No. 2).
2. Competent and confident interpreting (Observation sheet No. 3)
3. “Attitude to interpreters had got worse with the Capita taking over the MoJ contract. as lots of incompetent interpreters are used in court, which inevitably had a negative effect of the professional standard” (from the follow-up with the interpreter) (Observation sheet No. 3).
4. Professional standards have gone down (from the follow-up with the interpreter) (Observation sheet No. 3).
5. “I’m not sure the interpreter could hear that”. (The judge’s speech was not very loud. I believe it would have been even more difficult to hear it behind the glass. There was an occasion when the interpreter made a long pause catching up with the speaker) (from my field notes in Observation sheet No. 4).
6. “It is better than doing an office job or work at the factory and pays better than that as well” (from the follow-up with the interpreter, Observation sheet No. 4).
7. “Old system” interpreters are coming back and could be seen in immigration or other tribunal courts. They all moan about “old system” conditions of pay etc.” (from the follow-up with the interpreter, Observation sheet No. 4).
8. “Interpreter is just a machine” (from the follow-up with the interpreter, Observation sheet No. 4).
9. Interpreter was there just to clarify things (Observation sheet No. 5)

10. No consideration given to the presence of the interpreter in the courtroom. I'm not sure the interpreter could hear clearly what was happening in the courtroom. (from my field notes, Observation sheet No. 5).
11. Interpreter was offered a glass of water before swearing an oath. (from my field notes, Observation sheet No. 6).
12. The Prosecutor is going through the sequence of events, and the interpreter is whispering simultaneously (from my field notes, Observation sheet No. 6).
13. Inconsistent treatment from the judge: the Judge makes pauses for the interpreter, but on one occasion the interpreter hasn't yet finished her interpreting, but the Judge carries on without waiting for her to finish. (Observation sheet No. 6).
14. The interpreter was instructed to move and take the position on the defendant's side from the left. (No designated seat for the interpreter). (Observation sheet No. 7).
15. The counsel makes pauses for the interpreter to interpret consecutively, so does the prosecutor and the judge. (Observation sheet No. 7).
16. "Crapita" – a comment from the interpreter about Capita as it was, in her view, widely known among interpreters. (From follow-up with the interpreter, Observation sheet No. 7).
17. "...some of them are really not competent enough to interpret in court and do exhibit at times unprofessional behaviour like discussing their personal information with the client, not wearing a badge, or adhere to the dress code (turn up in jeans to court or wear very casual clothes)" (From follow-up with the interpreter, Observation sheet No. 7).
18. The interpreter wants to move to conference interpreting and works for Capita temporarily to keep her skills up (Observation sheet No. 7).
19. "At Magistrates' they stop and pause for the interpreter, whereas at Crown Court no one gives any consideration to the presence of the interpreter" (It appears that the role of the interpreter is more recognised and valued in Magistrates' court than in Crown Court.). (From follow-up with the interpreter, Observation sheet No. 7).
20. The interpreter did not have a separate microphone in the witness box and had to share one with the defendant. (from my fieldnotes, Observation sheet No. 8).

21. The interpreter did not seem comfortable in the witness box as clearly there was not enough room there for two people. However, water and glasses were provided. When the Jury were allowed to take a break (a few times), the interpreter and defendant remained standing in the witness box from 10:00 AM until 1:00 PM. They were allowed to take 10-minute break only once. At 1:00 PM the court left for lunch (from my fieldnotes, Observation sheet No. 8).
22. Inconsistent attitude towards interpreters: the judge is breaking up sentences into smaller chunks and makes pauses for the interpreter to interpret consecutively yet does not let her finish interpreting in the witness box (Observation sheet No. 8).
23. The interpreter does not interpret everything and at time keeps silent. (However, the interpreter did not interpret the last bit as I could see her sitting silent. It seemed to me that she was making decisions on what to interpret and what not. – from my field notes Observation sheet No. 8).
24. The defendant made a few comments regarding the absence of the interpreter on a few occasions in the past (when he called the police, for example, they did not bring the interpreter, when his statement was taken at the beginning there was no interpreter provided (from my field notes Observation sheet No. 8).
25. The interpreter admitted that she also very often simplified her language when interpreting from English into Romanian because very often people struggle to understand complex legal language and if she didn't do that, they would not understand it (from follow-up with the interpreter, Observation sheet No. 9).
26. The interpreter said that knew the interpreters who did some court interpreting on the side of the cleaning job (from follow-up with the interpreter, Observation sheet No. 9).
27. The interpreters don't interpret everything but only what is relevant to "their client's" case or if "their client" asked a question and wanted to hear interpretation (However, I noticed that after my question about why they did not interpret everything in the courtroom, the interpreters #1 & #3 were slightly more active with interpreting in the next session). (From follow-up with the interpreters, Observation sheet No. 10).
28. No consideration is given to the interpreters in the dock (Observation sheet No. 10).
29. No breaks provided for the interpreters (Observation sheet No. 10).

30. The interpreters feel that the status of the interpreter has tremendously changed following the takeover by Capita. They feel that the profession of the interpreter in court is no longer respected, and this is not only reflected in their pay, but also in the attitude from the court personnel (from follow-up with the interpreters, Observation sheet No. 10).
31. “Many interpreters who had been boycotting Capita are coming back to business as they have no choice” (from follow-up with the interpreters, Observation sheet No. 10).
32. The English-speaking defendant said that he wished he had gone for the interpreter option to speak on his behalf in court as he felt that having an interpreter in court puts you in an advantages position, because you have time to think about the answer. Also, when questioned in English, the barristers can use tactics to elicit answers and information they want to feed their account of events. When speaking through the interpreter, they have to be more direct and avoid complex questions. The interpreter also makes sure the defendant understands what was asked. When speaking without an interpreter, no one will make it easily accessible for you or ensure your understanding of the question. (From the follow-up with the defendant, Observation sheet No. 10).
33. The defendant #2 (I spoke to through the interpreter) reported that he heavily relied on his interpreter as did not understand any English but would not consider the interpreter as a “friend” or “helper”. He did fully understand that his interpreter’s role was there to interpret for him everything what was said in the courtroom (From the follow-up with the defendant, Observation sheet No. 10).
34. Interpreters interact with the defendants socially (being friendly with them outside the courtroom, laughing with them, one of the defendants joined them for lunch in the Asian fast-food shop. (In fact, he introduced me to them in court and asked them to look after his Russian friend.) (Observation sheet No. 10).
35. Interpreters also noted that very often they “lower the register” for their clients to ensure their understanding, as otherwise the client may not even understand what they're talking about in their native language. Simplifying the language for clients

- who are illiterate is a very common practice as they reported, and they do that nearly all the time (from follow-up with the interpreters, Observation sheet No. 10).
36. Also, they feel that it's impossible to completely distance themselves from the client as it is only natural for a human being and they do find themselves sometimes talking to them or supporting, assisting in any other way (from follow-up with the interpreters, Observation sheet No. 10).
37. The interpreter reported that had to interfere with the proceeding and raise her hand when the barrister was speaking too fast and ask him to slow down for her to be able to interpret (from follow-up with the interpreters, Observation sheet No. 10).
38. The interpreters said that found Crown Court the most difficult and challenging with regards to vocabulary, repressure, speed of delivery and the whole atmosphere. Family court is very hard emotionally, but linguistically easier, and the Immigration court is the easiest to work at/with and generally they are the most relaxed in terms of the atmosphere from follow-up with the interpreters, Observation sheet No. 10).
39. The interpreter was instructed to take a seat by the usher and not by the door (Observation sheet No. 11).
40. The interpreter is talking to the defendant, providing brief answers to his question while waiting for the hearing to resume (Pbs.11).
41. "I can accept low rates, but I cannot accept the lack of respect for the profession and skills I brings into this job". The interpreter cannot accept the overall attitude towards interpreters which has utterly changed for worse. He also believes that the biggest influencing factor for that is a large number of unqualified interpreters, who not only have lowered the standards but also created untrust and negative attitudes towards interpreters which is no longer seen as a respectable profession. (From the follow-up chat with the interpreter, Observation sheet No. 11).
42. The interpreter was dressed very smartly an even was taken for a lawyer by a drunk man outside the court. It is interesting to note that so far, I have seen male interpreters dress a lot smarter and more professional than female interpreters usually they wear suits and tie etc. (from field notes, Observation sheet No. 11).
43. The interpreter admitted to lowering the register, to ensure his client's understanding (from the follow-up chat with the interpreter, Observation sheet No. 11).

44. Interpreters reported good audibility through the provided equipment (for conference interpreting) (Observation sheet No. 12).
45. Interpreters were seated outside the dock, having their own desk and interpreting equipment (Observation sheet No. 12).
46. Adversarial interpreting (an interpreter is sitting in the courtroom taking notes) (Observation sheet No. 12).
47. Adversarial interpreting (an interpreter is sitting in the courtroom taking notes) (Observation sheet No. 13).
48. Regular breaks for interpreters are arranged by a defence barrister as and when requested by interpreters (Observation sheet No. 13).
49. The interpreter helps the defendant to make phone calls and is being friendly with him (she later denied that when I gently queried this incident). (Observation sheet No. 14).
50. The interpreter proceeded to the dock, but the Magistrate asked her why she wanted to be there. She replied that she would hear better what the defendant was going to say, but the Magistrate objected to that and asked her to get out of the dock and take a place right in front of the dock, where there was a stool (or a bench). The Magistrate asked her to sit down there. (From my field notes, Observation sheet No. 14).
51. The Defendant walked into the dock. The interpreter stood up and approached the glass window with the holes in it. She tried to stand as close as possible to the glass holes so that she could hear him and interpret for him. (From my field notes, Observation sheet No. 14).
52. The legal secretary makes pauses for the interpreter to interpret consecutively (Observation sheet No. 14).
53. The Defence barrister was speaking particularly quietly and although she was standing right behind him, she told me later that she was struggling to hear him well and interpreting was extremely difficult on that occasion. (From my field notes, Observation sheet No. 14).
54. The interpreter noted that it was very uncomfortable to stand in front of the dock and talk through the glass, but the Magistrate had to follow safety procedures, therefore,

- he did not allow her to stay in the dock with the defendant. (From my field notes, Observation sheet No. 14).
55. After the hearing the interpreter was talking to and laughing with the court usher and other court personnel and being very friendly with them (Observation sheet No. 14).
56. The Romanian interpreter from the previous case also joined me and sat down next to me. She was very interested in what was happening in the courtroom and sympathised deeply with the defendant. She was full of resentment when the Magistrate announced the amount of a fine. She exclaimed quietly to herself something like “Bloody hell! Oh my God! 600 pounds for that!” (From my field notes, Observation sheet No. 15)
57. “He’s very pissed off; unlikely he would want to talk to you!” (A reply I received from the interpreter, when I asked her whether it would be possible to speak to the defendant after the hearing) (Observation sheet No. 15).
58. The interpreter seemed deeply concerned about the outcome of the case (Observation sheet No. 15).
59. The interpreter commented on general deterioration in the PSI field following the Capita’s take over (from my follow-up chat with the interpreter, Observation sheet No. 15).
60. The interpreter is acting professionally (Observation sheet No. 15).
61. Poor working conditions: poor audibility, the judge speaks in a very low voice, hard to hear, the interpreter does not have a hearing loop (Observation sheet No. 16).
62. The judge makes pauses for interpreter and speaks louder when speaking directly to the defendant (Observation sheet No. 16).
63. The interpreter does not interpret everything but rather makes a summary of what has been said (Observation sheet No. 16).
64. The interpreter is always next to the defendant even outside the courtroom being ready to interpret for him as and when required (Observation sheet No. 17).
65. The interpreter is provided with the hearing equipment (Observation sheet No. 17).
66. The interpreter explains to the judge that the defendant suffers from back pain that’s why he had to stand up, so did the interpreter (Observation sheet No. 17).

67. The interpreter is like a robot, sitting next to the defendant without even looking in his direction (Observation sheet No. 18).
68. No provision made for interpreters (no tea/coffee or snacks provided for the interpreters unlike legal professionals who have access to chambers) (Observation sheet No. 19).
69. One of the interpreters has been replaced by an interpreter who had been taking notes about interpreting. (Observation sheet No. 19).
70. The interpreter is asking for pauses (interferes with the proceeding) (Observation sheet No. 20).
71. The interpreter shifts to using the 3rd person to save everyone's confusion (from the follow-up with the interpreter, Observation sheet No. 20).
72. The interpreter copes better with the family court atmosphere as finds it more relaxing and less adversarial than criminal courts (Observation sheet No. 20).
73. The role of the interpreter was not very well acknowledged by the judge. The interpreter admitted that county court staff are more ignorant of the interpreter's role than criminal courts (from the follow-up with the interpreter, Observation sheet No. 20).
74. The interpreter asks the client in the corridor whether he understood everything well before she felt she could leave (Observation sheet No. 20).
75. The interpreter told me that in Crown Court some solicitors ask her to run errands for them (particularly Asian males, she is of Asian origin herself). (Is there a cultural dimension in the perception of the interpreter's role (Asian interpreters vs. Asian law professionals) (Observation sheet No. 20).
76. The interpreter asked the prosecutor to slow down a couple of times and so she did (Observation sheet No. 21).
77. The interpreter asked the witness to speak up on a few occasions (Observation sheet No. 21).
78. Magistrates and the prosecutor made allowances for the interpreter (acknowledge the interpreter's role). (Observation sheet No. 21).
79. The interpreter calls for the barrister "Mr Said" on behalf of the defendant (Observation sheet No. 21).

80. The magistrate asked if the defendant understands, and he nodded “yes”. The interpreter said back to the court “he nodded yes”. (From my field notes, Observation sheet No. 20).
81. Completely different setting. Although the judge was positioned slightly above and centrally in the room, all the rest participants were sitting at the table going round. (From my field notes, Observation sheet No. 21).
82. The interpreter asks for pauses, repetitions, etc. (Interferes with the process) (Observation sheet No. 22).
83. The interpreter is taking on additional roles, for example invites witnesses and explains the procedure (usher?) (Observation sheet No. 22).
84. The barrister complains about interpreting, saying that standards certainly dropped (from the follow-up, Observation sheet,22).
85. The interpreter asked the appellant and interpreted back to the judge in the third person: “The lady said she could understand me so far”. (From my field notes, Observation sheet No. 23).
86. The judge makes an exchange of lines with the defendant’s solicitor regarding the case and the documents, but the interpreter does not interpret that conversation with the judge and only starts interpreting when the solicitor directly addresses the client. (From my field notes, Observation sheet No. 23).
87. The solicitor makes pauses for interpreter to interpret consecutively (Observation sheet No. 23).
88. The interpreter makes a comment on behalf of the client in the third person (Observation sheet No. 23).
89. The interpreter interprets officer’s questions and the client’s answers consecutively in the first person (Observation sheet No. 23).
90. The interpreter clarifies something with the client before interpreting to the HO officer (it looks like they have an exchange of lines with the client). The interpreter does not take notes despite lengthy responses from the client (from my field notes, Observation sheet No. 23).
91. The interpreter makes a comment to the court regarding differences in the calendar in Iran: “Madam the appellant is confusing December and September because as you

know we have a different calendar system in Iran” (from my field notes, Observation sheet No. 23).

92. The Home Office representative went on, but the interpreter did NOT interpret everything she said simultaneously while she was speaking but was rather providing a brief rendition from time to time and the appellant was giving short answers to him which he didn't not interpret back to the court (from my field notes, Observation sheet No. 23).
93. The interpreter makes a rendition into Farsi consecutively to the appellant (the summary of what was said by the Home Office representative). The appellant makes comments to the interpreter in response to his rendition of the Home Office representative's account while she (HO) carries on speaking. This does not get interpreted back to the court (from my field notes, Observation sheet No. 23).
94. Solicitor's final account is interpreted consecutively to the appellant, but it does not look like he interprets everything as a solicitor makes an exchange of lines with the judge and he interprets briefly (perhaps summary of what was said by the solicitor and the judge). (From my field notes, Observation sheet No. 23).
95. The interpreter asked on the appellant's behalf whether she could attend the toilet as the court went for a break (from my field notes, Observation sheet No. 23).
96. After a break the solicitor goes on with her account without any pauses for the interpreter; the interpreter provides a summarised rendition of what has been said (from my field notes, Observation sheet No. 23).
97. As a result of interpreter's failings during this hearing the new hearing has to be arranged and the interpreter was dismissed from the case (Observation sheet No. 23).
98. After the hearing I spoke to the interpreter briefly and she was very disappointed with the attitude to her and felt that there was no respect to her, as she was not even presented to the court at the beginning of the hearing, although the judge introduced everybody else (from my field notes, Observation sheet No. 24).
99. The client goes on to answer a question about her husband (whether she had sufficient funds for him until he finds a job). And the interpreter made a sign to her by hand for her to stop there so she could interpret back to the court (from my field notes, Observation sheet No. 24).

100. The interpreter said, “one second, sorry” and she clarifies the point with the client and then interprets it back to the judge (from my field notes, Observation sheet No. 24).
101. The judge addresses the client and says that it was now time for legal submission. He asked both parties to go slowly and so the interpreter could follow them. He also asked the client not to interrupt. He advised that would ask the parties to go slowly for the interpreter to follow (from my field notes, Observation sheet No. 24).
102. The interpreter was greeted by the home officer rep as he entered the room, he made a joke: “Oh, not you again, you follow me around” and then he turned to me and said: “He is good” (from my field notes, Observation sheet No. 25).
103. When the judge entered the room, he said: “Good afternoon, Mr... (the name of the interpreter), and they both smiled, which suggested that they were familiar with each other, and the interpreter was well known to this court. (from my field notes, Observation sheet No. 25).
104. The interpreter gives a slight smack at the back of the interpreters’ clerk’s head as a joke and another interpreter gave her a hug like to a close friend (Observation sheet No. 25). - CIS
105. “Please give the chance to the interpreter to follow you”, the judge says to the home office representative, so he slows down and makes pauses for the interpreter. The interpreter follows him closely (from my field notes, Observation sheet No. 25).
106. The Claimant’s Barrister (CB) said that his client’s English was very good, and he had no problems conversing with him, but they would rather keep the interpreter in the room just in case there are some difficulties in understanding of the background. (The interpreter is there “just in case”) (From my field notes, Observation sheet No. 26).
107. The interpreter for the witness didn’t turn up (Observation sheet No. 26).
108. The interpreter remains silent at the back (Observation sheet No. 26).
109. The witness asks the interpreter something quickly and the interpreter shook his head (Observation sheet No. 26).

110. The interpreter whispers something to the witness and he replies something back (Observation sheet No. 26).
111. The witness sits down at the witness desk and the interpreter remains standing by the desk. He has to bend over the desk to interpret the files (they identified the witness statement and confirmed it was his signature there) (from my field notes, Observation sheet No. 26).
112. The interpreter remains silent during the examination of the defendant (Observation sheet No. 26).
113. The interpreter is rather active and is apparently aware of the proceeding order. He actively invites the next witness to sit next to him and explains the procedure without being prompted to do so (from my field notes, Observation sheet No. 27).
114. The interpreter is friendly with the court staff like interpreters' clerks and gives a hug to one of them (Observation sheet No. 27).
115. The interpreter switches to 3rd person to explain things on behalf of the appellant (Observation sheet No. 27).
116. The interpreter interprets using first person (Observation sheet No. 27).
117. "She has the right to know", the barrister's reply to the interpreter to his question of whether he should interpret submissions (Observation sheet No. 27).
118. The interpreter does not interpret everything what is said in the courtroom (Observation sheet No. 27).
119. The barrister goes very fast without making pauses for the interpreter. The interpreter can't catch up and does not interpret the final part of his speech (Observation sheet No. 27).
120. The interpreter made me tea in the interpreters' room (Observation sheet No. 27).
121. The interpreter gave the interpreters' clerk a kiss and a hug (Observation sheet No. 27).
122. Both claimant and defendants are not native speakers. However, only one has an interpreter (from my field notes, Observation sheet No. 28).

123. The interpreter wears a NRPSI badge and does not work for Capita (Observation sheet No. 28).
124. The interpreter renders everything what is happening in the room to her client (Observation sheet No. 28).
125. The interpreter is being faithful to the original, trying to replicate the speaker as close as possible (Observation sheet No. 28).
126. Poor quality of interpreter (Observation sheet No. 29).
127. The appellant mentioned that she had a problem with an interpreter at her first asylum seeker's meeting (from my field notes, Observation sheet No. 29).
128. The judge's questioning is interpreted consecutively, sentence by sentence (Observation sheet No. 29).
129. The appellant speaks in short chunks, sentences, so, the interpreter can render her account consecutively. It looks like she knows how to communicate via an interpreter (Observation sheet No. 29).
130. The interpreter is having a brief conversation with the appellant (Observation sheet No. 29).
131. The Home Office representative goes very fast, with lots of complex structures. The interpreter renders the HO's account very briefly (a paragraph is summed up into one two sentences) (from my field notes, Observation sheet No. 29).
132. There is another interpreter present in the room who did not agree with the hired interpreter during the proceeding and was taking notes all along (Observation sheet No. 30).
133. The judge asked the interpreter directly what the appellant exactly said and how he interpreted it. It was established that she said 1388 and he said 2009. He's trying to explain that he's converted the Iranian time to the UK time (from my field notes, Observation sheet No. 30).
134. While the cross examination is going, on the lady at the back passes a note to the solicitors starting: "I said I know" and made a facial expression showing her dissatisfaction with what is going on in court (from my field notes, Observation sheet No. 30).

135. The interpreter is called in as back up for the Defendant (from my field notes, Observation sheet No. 31).
136. The barrister emphasised that it was particularly important for the defendant to address the Jury directly, rather than via the interpreter (from my field notes, Observation sheet No. 31).
137. The interpreter is addressed as “interpreter” on a number of occasions (from my notes: The usher approached the interpreter and asked pointing at him: “Interpreter”? Observation sheet No. 31).
138. During prosecution examination stage, the interpreter is leaning forward towards the defendant and interpreting simultaneously and consecutively (whispering) whilst the prosecutor continues questioning the witness with no pauses for the interpreter. (Observation sheet No. 31).
139. Further written evidence distributed by the usher in the courtroom. A copy is also given to the interpreter and to the Jury (from my field notes, Observation sheet No. 31).
140. The interpreter is addressed as “Mr Interpreter”, but at times was addressed indirectly. (Observation sheet No. 32).
141. “Mr Interpreter, from time to time I want you to clarify a question for me”. A Defence Barrister said to the interpreter at the beginning of the hearing. (Observation sheet No. 32).
142. The interpreter is used on ad hoc basis, as a back-up (Observation sheet No. 32).
143. Sometimes the Interpreter steps in without being prompted (from my notes: The interpreter looks very alert and listens carefully to the defence barrister and the defendant and steps in. His body is turned towards defendant, so he directly faces the defence barrister and the prosecutor.) (Observation sheet No. 32).
144. When asking the interpreter for assistance, the Defence Barrister addresses the defendant in the third person, but the interpreter interprets using the first person (Observation sheet No. 32).
145. The interpreter wears jeans, and a shirt with the jumper, no tie (smart casual style) (Observation sheet No. 32).

146. “Mr interpreter, could you please interpret these parts of the question?”, the Defence barrister addressed to the interpreter. The interpreter interprets it into defendant’s language and then interprets his response in English in the first person. (Observation sheet No. 32).
147. The defence barrister continues questioning without the help of the interpreter and then asks the interpreter to interpret the next bit and he asks a question in the second person directly addressing the defendant, rather than shifting to the third person as he did in the previous question (inconsistent shift) (from my field notes, Observation sheet No. 32).
148. The interpreter remains consistent throughout his interpreting and uses the first person all the time (from my field notes, Observation sheet No. 32).
149. “Now I would like to turn to our Mr interpreter to speed up a bit” (the Defence Barrister says when questioning the defendant) (from my field notes, Observation sheet No. 32).
150. “If you don’t understand my question, use the interpreter for help” (the prosecutor says to the defendant). The interpreter switches on immediately at this indirect form of address and interprets a question to the defendant into his language immediately. (From my field notes, Observation sheet No. 32).
151. The transcript of the police interview is given out by the usher to the defendant and the rest in the room. The interpreter reaches out to get it, but the defendant stops him and puts the transcript to one side, whilst looking at page three suggesting to the interpreter that he was OK to read this document without his help on this occasion. (From my field notes, Observation sheet No. 32).
152. The defence barrister is reading out character references to the Jury. The interpreter does not interpret this bit but just sitting with the defendant (from my field notes, Observation sheet No. 32).
153. During defence barrister’s closing speech, the interpreter was just listening most of the time without making any comments or rendering. (from my field notes, Observation sheet No. 32).

154. “Today he has the benefit of the interpreter who can interpret your comments on this matter, Sir” (the magistrate said this to the defendant). (Observation sheet No. 33).
155. The defendant presented at court from the cells, the interpreter is outside the dock talking to the defendant through the holes in the glass (from my field notes, Observation sheet No. 33).
156. The defence barrister speaks with pauses for the interpreter to do his job (Observation sheet No. 33).
157. The court clerk also speaks loudly and clearly, making pauses for the interpreter (at each short chunk of the text), which suggests that they know how to work with interpreters. The prosecutor also speaks, making pauses for the interpreter. (From my field notes, Observation sheet No. 33).
158. The interpreter wasn’t addressed directly by the judge (Observation sheet No. 34).
159. There were moments when the interpreter was interpreting outside the dock just standing next to defendant in front of the dock, waiting to be let in, but the process wouldn't pause for them, so she had to interpret on the go (from my field notes, Observation sheet No. 34).
160. After the hearing was over for that day, the interpreter went away with the defendant and his barrister to continue interpreting outside the courtroom (from my field notes, Observation sheet No. 34).
161. The interpreter would only start talking when anyone else would start talking (which suggests to me that she was interpreting everything she could hear in the courtroom) (from my field notes, Observation sheet No. 34).
162. The judge makes short pauses for interpreter, sufficient for her to do her job (Observation sheet No. 34).
163. Both interpreters wear suits. They looked professional and worked in pair. (Observation sheet No. 35).
164. The interpreters sat next to each other, and both had head set and microphone equipment (Observation sheet No. 35).

165. The interpreters did not interpret anything related to organisational or administrative of the process, neither did they interpret oaths given by witnesses in the witness box (from my field notes, Observation sheet No. 35).
166. The interpreters were talking to the defendant in the dock and even were laughing. That looked like rather a social interaction and not professional one, not part of the proceeding (from my field notes, Observation sheet No. 35).
167. No pauses were made for the interpreters at this stage of the trial. The proceeding was going at full speed (from my field notes, Observation sheet No. 35).
168. One of the interpreters omitted larger pieces of what was said in the courtroom during the process than the other one (from my field notes, Observation sheet No. 35).

6.2. Patterns and categories identified in ethnographic field notes

1. Audibility in the courtroom, availability of hearings loops and microphones for the interpreters. (Found in Observation sheets No. 2, 4, 5, 12, 14, 16, 17, 35) -
Working conditions
2. Attitude towards interpreters (Found in Observation sheets No. 3, 11, 20, 24).
3. Confident and competent interpreting/professional behaviour of interpreters (Found in Observation sheet No. 3, 15, 28, 34, 35).
4. “It is better than doing an office job or work at the factory and pays better than that as well” (from the follow-up with the interpreter, Observation sheets No. 4, 9). –
Standards?
5. “Old system” interpreters are coming back and could be seen in immigration or other tribunal courts. They all moan about “old system” conditions of pay etc.” (from the follow-up with the interpreter, Observation sheet No. 4).
6. “Interpreter is just a machine” (from the follow-up with the interpreter, Observation sheet No. 4).
7. Interpreter was there just to clarify things/ interpreter as a back-up (Observation sheets No. 5, 26, 31, 32)
8. No consideration given to the presence of the interpreter in the courtroom (Found in Observation sheets No. 5, 6, 8, 10, 23, 27, 29, 31, 34, 35).
9. Positive acknowledgement of the interpreter’s presence in the courtroom (pauses for the interpreters) (Found in Observation sheets No. 6, 7, 8, 16, 23, 24, 25, 29, 33, 34).
10. Provisions for the interpreters (Found in Observation sheets No. 6, 8, 19, 27).
11. Position/location of the interpreter in the courtroom/ the absence of the designated place for the interpreter in the courtroom. (Found in Observation sheets No. 7, 8, 11, 12, 14, 26, 31, 33, 34, 35)
12. “Crapita” – a comment from the interpreter about Capita as it was, in her view, widely known among interpreters. (From follow-up with the interpreter, Observation sheet No. 7).
13. “...some of them are really not competent enough to interpret in court and do exhibit at times unprofessional behaviour like discussing their personal information with the client, not wearing a badge, or adhere to the dress code (turn up in jeans to court or wear very casual clothes, Observation sheet No. 7, 9, 4).
14. Qualified interpreters leave the profession (Found in Observation sheets No. 7, 11).
15. Differences between different types of courts (Found in Observation sheets No. 7, 10, 20, 27).
16. Breaks for interpreters (Found in Observation sheets N.8, 10, 13).
17. The interpreter does not interpret everything and at time keeps silent (Found in Observation sheets No. 8, 10, 16, 23, 26, 27, 32, 35).

18. Absence of the interpreter (not provided/hasn't turned up) when necessary. (Found in Observation sheets No. 8, 28).
19. Interpreters simplify the language, lower the register and try to ensure their client's understanding (Found in Observation sheets No. 9, 10, 11, 20, 26).
20. The status of interpreters (has changed for worse), the profession is no longer respected. (Found in Observation sheets No. 10, 11, 24).
21. "Many interpreters who had been boycotting Capita are coming back to business as they have no choice" (from follow-up with the interpreters, Observation sheet No. 10).
22. The interpreter puts the defendant in an advantageous position (Observation sheet No. 10).
23. The interpreter is seen as a "friend"/"helper" by the defendant (Observation sheets No. 10, 21).
24. Interpreters interact with the defendants socially (Found in Observation sheets No. 10, 35).
25. Interpreters assist and support defendants (Observation sheets No. 10, 11, 20, 21)
26. Interpreters interfere with the process (Found in Observation sheets No. 10, 20, 21, 22, 24).
27. The interpreter is talking to the defendant, answering questions (assistance?) (Found in Observation sheets No. 11, 20, 21, 23, 24, 26, 29).
28. "I can accept low rates, but I cannot accept the lack of respect for the profession and skills I brings into this job". The interpreter cannot accept the overall attitude towards interpreters which has utterly changed for worse (Observation sheet No. 11)
29. Interpreter's dress code in the courtroom; (Observation sheets No. 11, 32, 35).
30. Adversarial interpreting (Found in Observation sheets No. 12, 13, 19, 30).
31. The interpreter is taking on additional roles (ex. helps the defendant to make a phone call). (Found in Observation sheets No.4, 21, 22, 27, 29).
32. The interpreter noted that it was very uncomfortable to stand in front of the dock and talk through the glass (Observation sheet No. 14).
33. Interaction of Interpreters and court personnel. (Found in Observation sheets No. 14, 25, 27).
34. The interpreter sympathises with the defendant (Observation sheet No. 15).
35. Interpreter reports general deterioration in PSI field following the Capita's take over (Observation sheet No. 15).
36. The interpreter is always next to the defendant even outside the courtroom being ready to interpret for him as there and when required (Observation sheet No. 17).
37. The interpreter explains to the judge/court (Observation sheets No. 17, 23, 27, 29).
38. The interpreter is like a robot, sitting next to the defendant without even looking in his direction (Observation sheet No. 18).

39. The use of the 3rd person by the interpreter (Observation sheets No. 20, 23, 27).
40. The use of the 1st person by the interpreter (Observation sheet No. 27, 32).
41. The role of the interpreter was not very well acknowledged by the judge. The interpreter admitted that county court staff are more ignorant of the interpreter's role than criminal courts (from the follow-up with the interpreter, Observation sheet No. 20).
42. The barrister complains about interpreting, saying that standards certainly dropped (from the follow-up, Observation sheet No. 22).
43. The interpreter asked on the appellant's behalf whether she could attend the toilet as the court went for a break (from my field notes, Observation sheet No. 23).
44. As a result of interpreter's failings during this hearing the new hearing has to be arranged and the interpreter was dismissed from the case (Observation sheet No. 23).
45. "She has the right to know", the barrister's reply to the interpreter to his question of whether he should interpret submissions (Observation sheet No. 27).
46. The interpreter made me tea in the interpreters' room (Observation sheet No. 27).
47. The interpreter wears a NRPSI badge and does not work for Capita (Observation sheet No. 28).
48. Poor quality of interpreter (Observation sheet No. 29).
49. The appellant mentioned that she had a problem with an interpreter at her first asylum seeker's meeting (from my field notes, Observation sheet No. 29).
50. Further written evidence distributed by the usher in the courtroom. A copy is also given to the interpreter and to the Jury (from my field notes, Observation sheet No. 31).
51. The barrister emphasised that it was particularly important for the defendant to address the Jury directly, rather than via the interpreter (from my field notes, Observation sheet No. 31).
52. The interpreter is addressed as "interpreter" on a number of occasions (from my notes: The usher approached the interpreter and asked pointing at him: "Interpreter"? Observation sheet No. 31).
53. The interpreter is addressed as "Mr Interpreter", but at times was addressed indirectly. (Observation sheet No. 32).
54. "Mr Interpreter, from time to time I want you to clarify a question for me". A Defence Barrister said to the interpreter at the beginning of the hearing. (Observation sheet No. 32).
55. Sometimes the Interpreter steps in without being prompted (from my notes: The interpreter looks very alert and listens carefully to the defence barrister and the defendant and steps in. His body is turned towards defendant, so he directly faces the defence barrister and the prosecutor.) (Observation sheet No. 32).

56. When asking the interpreter for assistance, the Defence Barrister addresses the defendant in the third person, but the interpreter interprets using the first person (Observation sheet No. 32).
57. The defence barrister continues questioning without the help of the interpreter and then asks the interpreter to interpret the next bit and he asks a question in the second person directly addressing the defendant, rather than shifting to the third person as he did in the previous question (inconsistent shift) (from my field notes, Observation sheet No. 32).
58. “Now I would like to turn to our Mr interpreter to speed up a bit” (the Defence Barrister says when questioning the defendant) (from my field notes, Observation sheet No. 32).
59. “If you don't understand my question, use the interpreter for help” (the prosecutor says to the defendant). The interpreter switches on immediately at this indirect form of address and interprets a question to the defendant into his language immediately. (From my field notes, Observation sheet No. 32).
60. The transcript of the police interview is given out by the usher to the defendant and the rest in the room. The interpreter reaches out to get it, but the defendant stops him and puts the transcript to one side, whilst looking at page three suggesting to the interpreter that he was OK to read this document without his help on this occasion. (From my field notes, Observation sheet No. 32).
61. “Today he has the benefit of the interpreter who can interpret your comments on this matter, Sir” (the magistrate said this to the defendant). (Observation sheet No. 33).
62. The interpreter wasn't addressed directly by the judge (Observation sheet No. 34).
63. After the hearing was over for that day, the interpreter went away with the defendant and his barrister to continue interpreting outside the courtroom (from my field notes, Observation sheet No. 34).
64. Both interpreters wear suits. They looked professional and worked in pair. (Observation sheet No. 35).
65. One of the interpreters omitted larger pieces of what was said in the courtroom during the process than the other one (from my field notes, Observation sheet No. 35).

6.3 Themes identified in field notes

1. Interpreter in the courtroom: possible roles

Subthemes:

- a) **“Interpreter is just a machine”** (from the follow-up with the interpreter, Observation sheet No. 4):
 - The interpreter is like a robot, sitting next to the defendant without even looking in his direction (Observation sheet No. 18).

- b) **“The Interpreter was there just to clarify things” (interpreter as a back-up)** (Observation sheets No. 5, 26, 31, 32):
 - The transcript of the police interview is given out by the usher to the defendant and the rest in the room. The interpreter reaches out to get it, but the defendant stops him and puts the transcript to one side, whilst looking at page three suggesting to the interpreter that he was OK to read this document without his help on this occasion. (From my field notes, Observation sheet No. 32).
 - The defence barrister continues questioning without the help of the interpreter and then asks the interpreter to interpret the next bit and he asks a question in the second person directly addressing the defendant, rather than shifting to the third person as he did in the previous question (inconsistent shift) (from my field notes, Observation sheet No. 32).
 - The interpreter is used on ad hoc basis, as a back-up (Observation sheet No. 32).

- c) **Gatekeeper:** The interpreter does not interpret everything and at time keeps silent (Found in Observation sheets No: 8, 10, 16, 23, 26, 27, 32, 35):
 - One of the interpreters omitted larger pieces of what was said in the courtroom during the process than the other one (from my field notes, Observation sheet No. 35).
 - The interpreter does not interpret everything and at time keeps silent. (However, the interpreter did not interpret the last bit as I could see her sitting silent. It seemed to me that she was making decisions on what to interpret and what not (from my field notes Observation sheet No. 8).

- The interpreters don't interpret everything but only what is relevant to "their client's" case or if "their client" asked a question and wanted to hear interpretation (Observation sheet No. 10).
- The interpreter remains silent during the examination of the defendant (Observation sheet No. 26).
- The defence barrister is reading out character references to the Jury. The interpreter does not interpret this bit but just sitting with the defendant (from my field notes, Observation sheet No. 32).
- The interpreters did not interpret anything related to organisational or admin side of the process, neither did they interpret oaths given by witnesses in the witness box (from my field notes, Observation sheet No. 35).

d) Interpreter as a friend/helper:

- "If you don't understand my question, use the interpreter for help" (the prosecutor says to the defendant). The interpreter switches on immediately at this indirect form of address and interprets a question to the defendant into his language immediately. (From my field notes, Observation sheet No. 32).
- Interpreters simplify the language, lower the register and try to ensure their client's understanding (Found in Observation sheets No. 9, 10, 11, 20, 26).
- The interpreter puts the defendant in an advantageous position (Observation sheet No. 10).
- The interpreter is seen as a "friend"/"helper" by the defendant (Observation sheet No. 10, 21).
- Interpreters assist and support defendants (Observation sheet No. 10, 11, 20, 21)
- The interpreter is talking to the defendant, answering questions (assistance?) (Found in Observation sheets No. 11, 20, 21, 23, 24, 26, 29).
- The interpreter is always next to the defendant even outside the courtroom being ready to interpret for him as there and when required (Observation sheet No. 17).
- The interpreter sympathises with the defendant (Observation sheet No. 15).
- The interpreter asked on the appellant's behalf whether she could attend the toilet as the court went for a break (from my field notes, Observation sheet No. 23).

e) Interpreters interact with the defendants socially (Found in Observation sheets No. 10, 35):

- Interpreters interact with the defendants socially (being friendly with them outside the courtroom, laughing with them, one of the defendants joined them for lunch in the Asian fast-food shop. (In fact, he introduced me to them in court and asked them to look after his Russian friend.) (Observation sheet No. 10).
- Interpreters feel that it's impossible to completely distance themselves from the client as it is only natural for a human being and they do find themselves sometimes talking to them or supporting, assisting in any other way (from follow-up with the interpreters, Observation sheet No. 10).
- The interpreters were talking to the defendant in the dock and even were laughing. That looked like rather a social interaction and not professional one, not part of the proceeding (from my field notes, Observation sheet No. 35).

f) Interpreters interfere with the process (Found in Observation sheets No. 10, 20, 21, 22, 24):

- The interpreter reported that had to interfere with the proceeding and raise her hand when the barrister was speaking too fast and ask him to slow down for her to be able to interpret (from follow-up with the interpreters, Observation sheet No. 10).
- The interpreter is asking for pauses, repetitions, etc. (interferes with the proceeding) (Observation sheet No. 20).
- The interpreter asked the prosecutor to slow down a couple of times and so she did (Observation sheets No. 21, 22).
- The interpreter asked the witness to speak up on a few occasions (Observation sheet No. 21).
- The client goes on to answer a question about her husband (whether she had sufficient funds for him until he finds a job). And the interpreter made a sign to her by hand for her to stop there so she could interpret back to the court (from my field notes, Observation sheet No. 24).

g) Interpreters' taking on additional roles (Found in Observation sheets No. 14, 21, 22, 27, 29).

- The interpreter provides explanations to the judge/court (Observation sheets No. 17, 23, 27, 29).
- The interpreter helps the defendant to make phone calls and is being friendly with him (she later denied that when I gently queried this incident). (Observation sheet No. 14).
- After the hearing was over for that day, the interpreter went away with the defendant and his barrister to continue interpreting outside the courtroom (from my field notes, Observation sheet No. 34).
- "She has the right to know", the barrister's reply to the interpreter's question whether he should interpret submissions (Observation sheet No. 27). (the interpreter coordinates with the council what should be interpreted and what is not).
- The interpreter is taking on additional roles, for example invites witnesses and explains the procedure (usher?) (Observation sheet No. 22).
- The interpreter makes a comment to the court regarding differences in the calendar in Iran: "Madam the appellant is confusing December and September because as you know we have a different calendar system in Iran" (from my field notes, Observation sheet No. 23).
- The interpreter is rather active and is apparently aware of the proceeding order. He actively invites the next witness to sit next to him and explains the procedure without being prompted to do so (from my field notes, Observation sheet No. 27).

2. Working conditions of the court interpreters:

Subthemes:

a) Availability of necessary equipment (hearings loops and microphones) for the interpreters. (Found in Observation sheets No. 2, 4, 5, 12, 14, 16, 17, 35):

- The interpreter was equipped with the headset and a microphone and was interpreting simultaneously. (Observation sheet No. 2).
- Interpreters reported good audibility through the provided equipment (for conference interpreting) (Observation sheet No. 12).

- The interpreter did not have a separate microphone in the witness box and had to share one with the defendant. (from my fieldnotes, Observation sheet No. 8).
- Poor working conditions: poor audibility, the judge speaks in a very low voice, hard to hear, the interpreter does not have a hearing loop (Observation sheet No. 16).

b) Catering and provisions for the interpreters (Found in Observation sheet No. 6, 8, 19, 27):

- The interpreter was offered a glass of water before swearing an oath. (from my field notes, Observation sheet No. 6).
- The interpreter made me tea in the interpreters' room (Immigration Tribunal) (Observation sheet No. 27).
- No provision made for interpreters (no tea/coffee or snacks provided for the interpreters unlike legal professionals who have access to chambers) (Observation sheet No. 19).

c) Position/location of the interpreter in the courtroom/ the absence of the designated place for the interpreter in the courtroom. (Found in Observation sheets No. 7, 8, 11, 12, 14, 26, 31, 33, 34, 35).

- The interpreter did not seem comfortable in the witness box as clearly there was not enough room there for two people. However, water and glasses were provided (Observation sheet No. 8).
- The interpreter was instructed to take a seat by the usher and not by the door (Observation sheet No. 11).
- Interpreters were seated outside the dock, having their own desk and interpreting equipment (Observation sheet No. 12).
- The Defendant walked into the dock. The interpreter stood up and approached the glass window with the holes in it. She tried to stand as close as possible to the glass holes so that she could hear him and interpret for him. (From my field notes, Observation sheet No. 14).
- The interpreter noted that it was very uncomfortable to stand in front of the dock and talk through the glass, but the Magistrate had to follow safety procedures, therefore,

he did not allow her to stay in the dock with the defendant. (From my field notes, Observation sheet No. 14).

- The interpreter was instructed to move and take the position on the defendant's side from the left. (No designated seat for the interpreter). (Observation sheet No. 7).
- The witness sits down at the witness desk and the interpreter remains standing by the desk. He has to bend over the desk to interpret the files (they identified the witness statement and confirmed it was his signature there) (from my field notes, Observation sheet No. 26).

d) Breaks for interpreters (Found in Observation sheets No. 8, 10, 13).

- When the Jury were allowed to take a break (a few times), the interpreter and defendant remained standing in the witness box from 10:00 AM until 1:00 PM. They were allowed to take 10-minute break only once. At 1:00 PM the court left for lunch (from my fieldnotes, Observation sheet No. 8).
- No breaks provided for the interpreters (Observation sheet No. 10).
- Regular breaks for interpreters are arranged by a defence barrister as and when requested by interpreters (Observation sheet No. 13).

3. Attitude towards interpreters in the courtroom (Found in Observation sheets No. 3, 11, 20, 24).

Subthemes:

a) Positive acknowledgement of the interpreter's presence in the courtroom (Found in Observation sheets No. 6, 7, 8, 16, 23, 24, 25, 29, 33, 34).

- "Today he has the benefit of the interpreter who can interpret your comments on this matter, Sir" (the magistrate said this to the defendant). (Observation sheet No. 33).
- Further written evidence distributed by the usher in the courtroom. A copy is also given to the interpreter and to the Jury (from my field notes, Observation sheet No. 31).
- The counsel makes pauses for the interpreter to interpret consecutively, so does the prosecutor and the judge. (Observation sheet No. 7).

- Inconsistent attitude towards interpreters: the judge is breaking up sentences into smaller chunks and makes pauses for the interpreter to interpret consecutively yet does not let her finish interpreting in the witness box (Observation sheet No. 8).
- The legal secretary makes pauses for the interpreter to interpret consecutively (Observation sheet No. 14).
- The judge addresses the client and says that it was now time for legal submission. He asked both parties to go slowly and so the interpreter could follow them.
- “Please give the chance to the interpreter to follow you”, the judge says to the home office representative, so he slows down and makes pauses for the interpreter. The interpreter follows him closely (from my field notes, Observation sheet No. 25).

b) Lack of consideration/acknowledgement given to the presence of the interpreter in the courtroom (Found in Observation sheets No. 5, 6, 8, 10, 23, 27, 29, 31, 34, 35).

- The role of the interpreter was not very well acknowledged by the judge. The interpreter admitted that county court staff are more ignorant of the interpreter’s role than criminal courts (from the follow-up with the interpreter, Observation sheet No. 20).
- “I can accept low rates, but I cannot accept the lack of respect for the profession and skills I brings into this job”. (The interpreter cannot accept the overall attitude towards interpreters which has utterly changed for worse. Observation sheet No. 11).
- No consideration given to the presence of the interpreter in the courtroom. I’m not sure the interpreter could hear clearly what was happening in the courtroom. (from my field notes, Observation sheet No. 5).
- Inconsistent treatment from the judge: the Judge makes pauses for the interpreter, but on one occasion the interpreter hasn’t yet finished her interpreting, but the Judge carries on without waiting for her to finish. (Observation sheet No. 6).
- The barrister goes very fast without making pauses for the interpreter. The interpreter can’t catch up and does not interpret the final part of his speech (Observation sheet No. 27).

- No pauses were made for the interpreters at this stage of the trial. The proceeding was going at full speed (from my field notes, Observation sheet No. 35).

- c) Interaction of Interpreters and court personnel.** (Found in Observation sheets No. 14, 25, 27).
 - After the hearing the interpreter was talking to and laughing with the court usher and other court personnel and being very friendly with them (Magistrates' Court) (Observation sheet No. 14).
 - The interpreter was greeted by the home officer rep as he entered the room, he made a joke: "Oh, not you again, you follow me around" and then he turned to me and said: "He is good" (from my field notes, Observation sheet No. 25).
 - When the judge entered the room, he said: "Good afternoon, Mr... (the name of the interpreter), and they both smiled, which suggested that they were familiar with each other, and the interpreter was well known to this court. (from my field notes, Observation sheet No. 25).
 - The interpreter gives a slight smack at the back of the interpreters' clerk's head as a joke and another interpreter gave her a hug like to a close friend (Observation sheet No. 25).
 - The interpreter is friendly with the court staff like interpreters' clerks and gives a hug to one of them (Immigration Tribunal) (Observation sheet No. 27).

4. General deterioration of professional standards in the field

Subthemes:

- a) The status of interpreters (has changed for worse), the profession is no longer respected.** (Found in Observation sheets No. 3, 4, 7, 10, 11, 24):
 - "Old system" interpreters are coming back and could be seen in immigration or other tribunal courts. They all moan about "old system" conditions of pay etc." (from the follow-up with the interpreter, Observation sheet No. 4).
 - "Attitude to interpreters had got worse with the Capita taking over the MOJ contract. as lots of incompetent interpreters are used in court, which inevitably had a negative

effect of the professional standard” (from the follow-up with the interpreter) (Observation sheet No. 3).

- “Crapita” – a comment from the interpreter about Capita as it was, in her view, widely known among interpreters. (From follow-up with the interpreter, Observation sheet No. 7).
- The interpreters feel that the status of the interpreter has tremendously changed following the takeover by Capita. They feel that the profession of the interpreter in court is no longer respected, and this is not only reflected in their pay, but also in the attitude from the court personnel (from follow-up with the interpreters, Observation sheet No. 10).
- The interpreter commented on general deterioration in the PSI field following the Capita's take over (from my follow-up chat with the interpreter, Observation sheet No. 15).

b) Qualified interpreters leave the profession (Found in Observation sheets No. 7, 11):

- “Many interpreters who had been boycotting Capita are coming back to business as they have no choice” (from follow-up with the interpreters, Observation sheet No. 10).
- The interpreter wants to move to conference interpreting and works for Capita temporarily to keep her skills up (Observation sheet No. 7).

c) Drop in the standards of interpreting (poor quality of interpreting):

- “It is better than doing an office job or work at the factory and pays better than that as well” (from the follow-up with the interpreter, Observation sheets No. 4, 9).
- The appellant mentioned that she had a problem with an interpreter at her first asylum seeker’s meeting (from my field notes, Observation sheet No. 29).
- As a result of interpreter’s failings during this hearing the new hearing has to be arranged and the interpreter was dismissed from the case (Observation sheet No. 23).

- "...some of them are really not competent enough to interpret in court and do exhibit at times unprofessional behaviour like discussing their personal information with the client, not wearing a badge, or adhere to the dress code (turn up in jeans to court or wear very casual clothes, Observation sheets No. 7, 9, 4).
- The barrister complains about interpreting, saying that standards certainly dropped (from the follow-up, Observation sheet No. 22).
- "Professional standards have gone down" (from the follow-up with the interpreter) (Observation sheet No. 3).
- The interpreter said that knew the interpreters who did some court interpreting on the side of the cleaning job (from follow-up with the interpreter, Observation sheet No. 9).

d) Absence of the interpreter (not provided/hasn't turned up) when necessary. (Found in Observation sheets No. 8, 28):

- The defendant made a few comments regarding the absence of the interpreter on a few occasions in the past (when he called the police, for example, they did not bring the interpreter, when his statement was taken at the beginning there was no interpreter provided (from my field notes Observation sheet No. 8).
- The interpreter for the witness didn't turn up (Observation sheet No. 26).

5. Forms of address towards interpreters:

- The interpreter is addressed as "interpreter" on a number of occasions (from my notes: The usher approached the interpreter and asked pointing at him: "Interpreter"? Observation sheet No. 31).
- The interpreter is addressed as "Mr Interpreter", but at times was addressed indirectly. (Observation sheet No. 32).
- "Mr Interpreter, from time to time I want you to clarify a question for me". A Defence Barrister said to the interpreter at the beginning of the hearing. (Observation sheet No. 32).

- “Now I would like to turn to our Mr interpreter to speed up a bit” (the Defence Barrister says when questioning the defendant) (from my field notes, Observation sheet No. 32).
- “If you don't understand my question, use the interpreter for help” (the prosecutor says to the defendant). The interpreter switches on immediately at this indirect form of address and interprets a question to the defendant into his language immediately. (From my field notes, Observation sheet No. 32).
- The interpreter wasn't addressed directly by the judge (Observation sheet No. 34).
- “Mr interpreter, could you please interpret these parts of the question?”, the Defence barrister addressed to the interpreter. The interpreter interprets it into defendant's language and then interprets his response in English in the first person. (Observation sheet No. 32).

6. Differences between different types of courts:

- “At Magistrates' they stop and pause for the interpreter, whereas at Crown Court no one gives any consideration to the presence of the interpreter” (It appears that the role of the interpreter is more recognised and valued in Magistrates' court than in Crown Court.). (From follow-up with the interpreter, Observation sheet No. 7).
- The interpreter made me tea in the interpreters' room (in the Immigration Tribunal) (Observation sheet No. 27).
- The interpreters said that found Crown Court the most difficult and challenging with regards to vocabulary, repressure, speed of delivery and the whole atmosphere. Family court is very hard emotionally, but linguistically easier, and the Immigration court is the easiest to work at/with and generally they are the most relaxed in terms of the atmosphere from follow-up with the interpreters, Observation sheet No. 10).
- The interpreter copes better with the family court atmosphere as finds it more relaxing and less adversarial than criminal courts (Observation sheet No. 20).
- Completely different setting. Although the judge was positioned slightly above and centrally in the room, all the rest participants were sitting at the table going round. (From my field notes, Observation sheet No. 21).

7. Interpreters' Role Performance (confident and competent interpreting/professional behaviour of interpreters) (Found in Observation sheets No. 3, 15, 28, 34, 35):

- The use of the 3rd person by the interpreter (Observation sheets No. 20, 23, 27).
- The interpreter shifts to using the 3rd person to save everyone's confusion (from the follow-up with the interpreter, Observation sheet No. 20).
- The use of the 1st person by the interpreter (Observation sheets No. 27, 32).
- When asking the interpreter for assistance, the Defence Barrister addresses the defendant in the third person, but the interpreter interprets using the first person (Observation sheet No. 32).
- The interpreter wears a NRPSI badge and does not work for Capita (Observation sheet No. 28).
- Sometimes the Interpreter steps in without being prompted (from my notes: The interpreter looks very alert and listens carefully to the defence barrister and the defendant and steps in. His body is turned towards defendant, so he directly faces the defence barrister and the prosecutor.) (Observation sheet No. 32).
- When asking the interpreter for assistance, the Defence Barrister addresses the defendant in the third person, but the interpreter interprets using the first person (Observation sheet No. 32).
- The interpreter said, "one second, sorry" and she clarifies the point with the client and then interprets it back to the judge (from my field notes, Observation sheet No. 24).
- The interpreter renders everything what is happening in the room to her client (Observation sheet No. 28).
- The interpreter is being faithful to the original, trying to replicate the speaker as close as possible (Observation sheet No. 28).
- The interpreter would only start talking when anyone else would start talking (which suggests to me that she was interpreting everything she could hear in the courtroom) (from my field notes, Observation sheet No. 34).

8. Adversarial interpreting (Found in Observation sheets No: 12, 13, 19, 30):

- Another interpreter is sitting in the courtroom taking notes) (Observation sheet No. 13).
- One of the interpreters has been replaced by an interpreter who had been taking notes about interpreting. (Observation sheet No. 19).
- There is another interpreter present in the room who did not agree with the hired interpreter during the proceeding and was taking notes all along (Observation sheet No. 30).
- While the cross examination is going, on the lady at the back passes a note to the solicitors starting: "I said I know" and made a facial expression showing her dissatisfaction with what is going on in court (from my field notes, Observation sheet No. 30).

9. Interpreters' dress code in the courtroom (Observation sheet No. 11, 32, 35):

- Both interpreters wear suits. They looked professional and worked in pair (Observation sheet No. 35).
- The interpreter was dressed very smartly an even was taken for a lawyer by a drunk man outside the court. It is interesting to note that so far, I have seen male interpreters dress a lot smarter and more professional than female interpreters usually they wear suits and tie etc. (from field notes, Observation sheet No. 11).
- The interpreter wears jeans, and a shirt with the jumper, no tie (smart casual style) (Observation sheet No. 32).

Other

- The barrister emphasised that it was particularly important for the defendant to address the Jury directly, rather than via the interpreter (from my field notes, Observation sheet No. 31).

APPENDIX 7: INTERPRETERS QUESTIONNAIRE (FIRST ROUND)

Respondent 1

Questionnaire for the Interpreters

12. The courts I have interpreted for:

- Magistrates' Court
- Family Court
- Youth Court
- Crown Court
- Tribunals (employment tribunal, immigration, social security, Mental Health Act Tribunal)

13. Does the court type have a bearing on my professional practice?

No.

14. How do I find the facilities in the courtroom?

- Are they sufficient/adequate for me to perform the job to the best of your ability?
 - i. Being able to hear everyone clearly is difficult in many courts, especially in Crown Courts. Headphones are not always available.
 - ii. Many times, people (even judges, barristers and other professionals) do not take into account fully the interpreters' need for them to speak at a moderate pace and pause their speech at regular intervals.
- Do they differ from court to court?
 - i. Yes.

15. How would you describe your role in the courtroom?

An officer of the court whose job is to bridge the communication gap between speakers to two different languages.

16. Do you feel recognised and appreciated as a professional by the court officials? (Do you feel that you belong to the courtroom as part of the team?)

Mostly yes.

17. How do the clients usually view your role in the courtroom? (Do you need to establish your role with them from the very beginning? Do they accept your explanations?)

I don't have any 'clients'. If you mean the non-English speaking person, they sometimes consider you 'on their side' or an 'expert in law' but I clarify to them that I cannot give them any advice and I have to be neutral.

18. How would you evaluate the status of the interpreter in the UK legal system at the current moment? (Has this changed over the last few years?)

It is all right as an officer of the court.

19. When you work as an interpreter, which Source and Target languages do you work with?

English
Punjabi
Urdu

20. What are your qualifications

Diploma in Public Service Interpreting (DPSI)
MA
MBA
MSc.

21. Number of years of experience in court interpreting:
f. 3-5 years

22. Age group:

k.
l.
m.
n. 50 - 59
o.

23. Gender: male

THANK YOU!

Respondent 2

Questionnaire for the Interpreters

24. Which courts have you interpreted for? Please tick all that apply

- Magistrates' Court
- County (Civil) Court
- Youth Court
- Crown Court
- Tribunals (e.g. employment tribunal, immigration)

25. Does the court type have a bearing on your professional practice? If so, in what ways?

Not at all. Professionally I always , as I must , do my utmost to perform very well, however, when a trial is heavily consequential one naturally and instinctively feels under more pressure to do well in terms of accuracy, precision, and effectiveness.

26. How do you find the facilities in the courtroom?

- Are they sufficient/adequate for you to perform the job to the best of your ability?
- Do they differ from court to court?

In terms of courtroom facilities the thing that, in my view, is vital to be addressed adequately is hearing. Although this issue depends on the size and layout of the court room, interpreters have the following disadvantage and therefore it should be reckoned that they need even further clear hearing :

- they sit at the dock
- the counsels and witnesses are not facing them
- most often, although they must have a very good command of the English language, it is their second language.
- their brains are performing two heavy task simultaneously; receiving message and immediately releasing it.

27. How would you describe your role in the courtroom?

This is a very general and broad question so my broad and general answer is:
VITAL

28. Do you feel recognized and appreciated as a professional by the court officials? (Do you feel that you belong to the courtroom as part of the team?)

To be honest with you this very much depends on the individuals' attitude. Some judges and their staff are incredibly appreciative , courteous and kind. Some are merely ok, and there are some , not many (thankfully), who are disappointing.

29. How do the clients usually view your role in the courtroom? (Do you need to establish your role with them from the very beginning? Do they accept your explanations?)

Quite often they understand and are familiar with the role of interpreters.

30. How would you evaluate the status of the interpreter in the UK legal system at the current moment? (Has this changed over the last few years?)

The most excruciatingly painful development has been the lowering of the standard . Now, the interpreter is someone who has a little knowledge of English and some skills of the other language!

31. When you work as an interpreter, which Source and Target languages do you work with?

- Pashto
- Dari

32. What are your qualifications

(Copied from my CV)

- 2012 – MCIL(member of chartered institute of linguists)
Chartered Institute of Linguists
- 2011 – DPSI (Degree level) Pashto- English (English Law Option) Chartered Institute of Linguists
- 2006 – DPSI (degree level) Dari - English (English Law Option)
Chartered Institute of Linguists
- 2011 – NRPSI Chartered Institute of Linguists
- 2009 – Home Office Interpreting Certificates (Pashto – English , and Dari – English)
- 2008 – MA (Merit) in International Relations (Development and Enforcement of Human Rights Law, IR, War, Politics, and Globalization) - Brunel University
- 2006 – (ESKCI) Essential Skills & Knowledge of Community Interpreting Open College Network London Region (OCNLR)
- 2003- Diploma in Word Processing & Spreadsheet s - College of North West London
- 1980 – Baccalaureate Afghanistan

33. Number of years of experience in court interpreting:

- g. Less than 1 year
- h. 1-3 years
- i. 3-5 years
- j. 5-10 years

k. Over 10 years

34. Age group:

p. < 29

q. 30 - 39

r. 40 - 49

s. 50 - 59

t. 60+

35. Gender: male

THANK YOU!

Respondent 3

Questionnaire for the Interpreters

1. Which courts have you interpreted for? Please tick all that apply

- Magistrates' Court *
- County (Civil) Court *
- Youth Court *
- Crown Court *
- Coroner's Court *
- Tribunals (e.g. employment tribunal, immigration) *

2. Does the court type have a bearing on your professional practice? If so, in what ways?

No significant difference.

3. How do you find the facilities in the courtroom?

- Are they sufficient/adequate for you to perform the job to the best of your ability?

They are adequate to very poor indeed, even in the new courts built under PFIs.

- Do they differ from court to court?

There is no provision for hearing loops in the magistrates' courts. When the defendant is in the enclosed dock the interpreter either has to speak and listen through slits in the glass in the dock or request to interpret from the outside. This is very poor court practice. Nobody can really hear. The crown courts should provide apparatus on request but provision is patchy. There is an increasing practice of questioning defendants who are not produced in court by Skype. The system works quite well usually. The immigration tribunals have visual and sound contact on screen. Neither interpreter nor claimant uses an earpiece.

4. How would you describe your role in the courtroom?

To communicate as accurately as possible what each party is saying to other relevant parties.

5. Do you feel recognised and appreciated as a professional by court officials? (Do you feel that you belong to the courtroom as part of the team?)

This varies from "We couldn't have done all that without you" to "He can speak English perfectly well. He doesn't need an interpreter." and "Waste of public money. They should learn to speak English".

Interpreters are the only group of professionals in the courtroom who do not have specific place to sit. I have to insist on sitting in the area reserved for court officials.

6. How do the clients usually view your role in the courtroom? (Do you need to establish your role with them from the very beginning? Do they accept your explanations?)

It is important early on to establish my neutrality/independence. Clients sometimes have an expectation that speaking a shared language confers partiality towards their case.

7. How would you evaluate the status of the interpreter in the UK legal system at the current moment? (Has this changed over the last few years?)

Not good. You can see from the expression on people's faces that the expectation of the interpreter is low. It is only when you do your job well that you get the individual respect you deserve. Some agency interpreters engage in poor practice: not interpreting everything, using mobile phone out of sight in courtroom etc. Agencies aim to put someone in the courtroom, it ends there.

This situation has come about with the outsourcing of interpreting in the sector - an act of sheer madness.

8. When you work as an interpreter, which Source and Target languages do you work with?

French. English.

9. What are your qualifications

Diploma in Public Service Interpreting (Law Option)

10. Number of years of experience in court interpreting:

- a. Less than 1 year
- b. 1-3 years
- c. 3-5 years
- d. 5-10 years
- e. Over 10 years *

11. Age group:

- a. < 29
- b. 30 - 39
- c. 40 - 49
- d. 50 - 59
- e. 60+ *

12. Gender: male *

THANK YOU!

Respondent 4

Questionnaire for the Interpreters

36. Which courts have you interpreted for? Please tick all that apply

- Magistrates' Court ☒
- County (Civil) Court ☒
- Youth Court
- Crown Court ☒
- Coroner's Court ☒
- Tribunals (e.g. employment tribunal, immigration) ☒

37. Does the court type have a bearing on your professional practice? If so, in what ways?

I did not really understand this question. However, my professional training and code of practice require me to maintain confidentiality, remain objective/neutral and do my job to the best of my ability.

38. How do you find the facilities in the courtroom?

- Are they sufficient/adequate for you to perform the job to the best of your ability?
No, because the layout of the court rooms in whichever tribunal or court, is not adapted for the presence of an interpreter. For example, some courts have glass screens with slats (openings) through which an interpreter must transmit whatever is being said. This is impractical and quite often the defendant, for example, cannot hear. Or the place for the defendant to sit is right at the back of the court so that the interpreter sees the backs of the solicitors/barristers and so cannot hear most of what is being said.
Video link situations are tricky because mostly the interpreter is in the court and the appellant is in a detention centre. It makes communicating difficult; it is impossible to do whispered simultaneous to transmit what is being said while the appellant is not being asked questions.
- Do they differ from court to court? **Yes, some courts have the space and facilities to include an interpreter in the courtroom.**

39. How would you describe your role in the courtroom?

An essential part of the process, just as the magistrates/judge + solicitors/barristers are vital to the process. However, some members of the judiciary do not view an interpreter as a positive addition, more of a necessary yet expensive nuisance.

40. Do you feel recognised and appreciated as a professional by the court officials? (Do you feel that you belong to the courtroom as part of the team?)

Not always, but for the most part my role as the interpreter is recognized and appreciated.

41. How do the clients usually view your role in the courtroom? (Do you need to establish your role with them from the very beginning? Do they accept your explanations?)

If the “client” is the defendant/victim/witness, quite often they view the interpreter as their “friend”. I never get into discussion with anyone in these categories in order not to compromise my position of neutrality (especially if waiting in the main waiting area). The situation is not helped when the usher points to the interpreter stating “here’s YOUR interpreter”. I’m not their interpreter, rather the court-appointed interpreter.

In court, I always establish who I am, what language, my registration number and my role as an interpreter (to interpret everything that is said).

Those working in the Criminal Justice System usually see the interpreter in a positive light.

Although my explanations may be long, they are always accepted. For police stations, I have an interpreter’s introduction in 2 languages; one I show to the police officers and use the other to read out aloud to the witness/victim/person in custody.

42. How would you evaluate the status of the interpreter in the UK legal system at the current moment? (Has this changed over the last few years?)

The status of the interpreter in the legal system in the UK was always a tenuous one. No government has ever recognized this as a profession. Added to this, there was (& still is) a (false) perception that interpreters earned vast sums of money so a negative connotation was attributed to my chosen profession. In the last four years, outsourcing has damaged this profession and it is in real danger of being annihilated. Using unqualified, inexperienced and incompetent so-called “interpreters” has set the profession back immeasurably. The use of a tier categories in the criminal justice system is beyond ludicrous. One is either qualified to interpret in all settings of the CJS or one is not.

43. When you work as an interpreter, which Source and Target languages do you work with?

Mainly English, French & Mauritian Creole as Source and Target languages.

44. What are your qualifications?

B.A. Honours degree in Modern Languages; 2 DPSIs (Law and Health); Certificate in Teaching Modern Languages (+ unsubmitted PhD).

45. Number of years of experience in court interpreting:

- l. Less than 1 year
- m. 1-3 years
- n. 3-5 years
- o. 5-10 years
- p. Over 10 years ☒

46. Age group:

- u. < 29
- v. 30 - 39
- w. 40 - 49 ☒
- x. 50 - 59
- y. 60+

47. Gender: **Female**

THANK YOU!

Respondent 5

Questionnaire for the Interpreters

48. Which courts have you interpreted for? Please tick all that apply

- Magistrates' Court ☒
- County (Civil) Court ☒
- Youth Court
- Crown Court ☒
- Coroner's Court
- Tribunals (e.g. employment tribunal, immigration) ☒

49. Does the court type have a bearing on your professional practice? If so, in what ways?

Not really. However, I find CPS work to be more intense and stressful. It takes a lot of mental preparation.

50. How do you find the facilities in the courtroom?

- Are they sufficient/adequate for you to perform the job to the best of your ability?
- Do they differ from court to court?

Facilities in the courtroom certainly differ from court to court. On the whole, I would say that for me they have been sufficient for performing my job.

51. How would you describe your role in the courtroom?

My role in the courtroom is that of a vessel to open up the channels of communication between 2 parties who do not speak each other's language. The interpretation process has to be as smooth and unobtrusive as possible. Ideally, the communication should flow without any interruptions and the parties should forget there is an interpreter in the room who is helping them to communicate.

52. Do you feel recognised and appreciated as a professional by the court officials? (Do you feel that you belong to the courtroom as part of the team?)

Every time I have been to court as an interpreter I felt respected and valued. In fact, court interpreting can give me a great high even though it is very stressful at times.

53. How do the clients usually view your role in the courtroom? (Do you need to establish your role with them from the very beginning? Do they accept your explanations?)

The clients usually view me as a God send: they are very grateful and eager to make me see their side of their situation in the time before their court appearance. Sometimes they think that somehow I can influence the court decision which is obviously not the case.

54. How would you evaluate the status of the interpreter in the UK legal system at the current moment? (Has this changed over the last few years?)

At the moment there is a lot of uncertainty in the profession. Since the contract change a few years ago the pay seems to have dropped significantly and a lot of professional interpreters simply moved on to different professions. However, a big percentage of them continue working under a new contract and have adapted to the pay change.

55. When you work as an interpreter, which Source and Target languages do you work with?

My source language is English and target language is Russian. When working as an interpreter, though, one usually interprets both ways – source and target languages are more important in translation as you are only meant to translate into your native language.

56. What are your qualifications

After school I studied at the Brusov Foreign Languages University of Erevan (Armenia) for 3 years (1992-1995). In 1995 I moved to Russia and continued my education at the Herzen Pedagogical University of St.Petersburg. My qualifications are:

B.A in Education (English Linguistics)
Post-graduate Diploma in Education (English Linguistics)
Metropolitan Police Test

57. Number of years of experience in court interpreting:

- q. Less than 1 year
- r. 1-3 years
- s. 3-5 years ✓
- t. 5-10 years
- u. Over 10 years

58. Age group:

z. < 29

aa. 30 – 39 √

bb. 40 - 49

cc. 50 - 59

dd. 60+

59. Gender: female/male

Female

THANK YOU!

Respondent 6

Questionnaire for the Interpreters

60. Which courts have you interpreted for? Please tick all that apply

- Magistrates' Court ✓
- County (Civil) Court ✓
- Youth Court
- Crown Court
- Coroner's Court
- Tribunals (e.g. employment tribunal, immigration)

61. Does the court type have a bearing on your professional practice? If so, in what ways?

Not really. The role of interpreters and procedures are standard.

62. How do you find the facilities in the courtroom?

- Are they sufficient/adequate for you to perform the job to the best of your ability?
- Do they differ from court to court?

I have interpreted in courts consecutively, microphones have always been available, I don't need any other equipment. Pens and paper were also available.

Over all, I would say the facilities were adequate and sufficient for interpreting.

63. How would you describe your role in the courtroom?

My role in court is to facilitate communication and interpret faithfully and impartially what is said by either party, as accurately as possible. Sometimes I even interpret literally to avoid any misinterpretation and I am always striving for accuracy as important decision are made.

64. Do you feel recognised and appreciated as a professional by the court officials? (Do you feel that you belong to the courtroom as part of the team?)

I would say yes.

65. How do the clients usually view your role in the courtroom? (Do you need to establish your role with them from the very beginning? Do they accept your explanations?)

In most cases I was booked independently, by agencies.

In one case I was booked directly by a claimant and he expected me to be on his side and asked for my advice (whether he should mention and disclose certain things), then he asked about my opinion how the proceedings were going despite of my briefing from the beginning that I would remain neutral and interpret everything what was said by anybody. If he did not want anything to be interpreted, he should not have said so.

66. How would you evaluate the status of the interpreter in the UK legal system at the current moment? (Has this changed over the last few years?)

From my point of view, interpreters are valued. The recent tendency is austerity measures and cutting costs, including interpreters' fees but it is negotiable and a compromise could be successfully achieved.

67. When you work as an interpreter, which Source and Target languages do you work with?

English-Russian, both ways.

68. What are your qualifications
BA (Interpreting and Translation), PhD (Philology), DPSI (English Law)

69. Number of years of experience in court interpreting:

- v. Less than 1 year
- w. 1-3 years
- x. 3-5 years
- y. 5-10 years
- z. Over 10 years ✓

70. Age group:

- ee. < 29
- ff. 30 - 39
- gg. 40 - 49
- hh. 50 – 59 ✓
- ii. 60+

71. Gender: female/male Female

THANK YOU!

Respondent 7

Questionnaire for the Interpreters

72. Which courts have you interpreted for? Please tick all that apply

- Magistrates' Court
- County (Civil) Court
- Youth Court
- Crown Court
- Coroner's Court
- Tribunals (e.g. employment tribunal, immigration)

73. Does the court type have a bearing on your professional practice? If so, in what ways?

(Not sure that I understand the question). I am the servant of the court.

74. How do you find the facilities in the courtroom?

- Are they sufficient/adequate for you to perform the job to the best of your ability? - *adequately*
- Do they differ from court to court?
- *Yes, but not too much.*

75. How would you describe your role in the courtroom?

I am a facilitator / a channel for communication only. Not interested in the outcome of the case.

76. Do you feel recognised and appreciated as a professional by the court officials? (Do you feel that you belong to the courtroom as part of the team?) *yes, very much so – that is I how I used to feel (before CAPITA and other agencies stepped in).*

77. How do the clients usually view your role in the courtroom? (Do you need to establish your role with them from the very beginning? Do they accept your explanations?)

I always explain my role and my position to clients. And hopefully they view me in that role. Whatever I do in court should be transparent to all sides (on verbal and non-verbal level) that I am neutral and that I am only committed to accuracy and clarity in my interpreting – that is what I am there for.

78. How would you evaluate the status of the interpreter in the UK legal system at the current moment? (Has this changed over the last few years?) *The role and perception of the court interpreter has changed dramatically since CAPITA and*

other agencies have taken over. At present it seems that an ordinary (preferable not very educated) and untrained native speaker has been accepted by the courts/ MOJ as a suitable person to work in courts. The main value the court interpreter has at the moment – it's perceived low financial cost . Quality does not come into the equation.

79. When you work as an interpreter, which Source and Target languages do you work with?

Russian - English

80. What are your qualifications

University Degree and post grad training course + DPSI

81. Number of years of experience in court interpreting:

aa. Less than 1 year

bb. 1-3 years

cc. 3-5 years

dd. 5-10 years

ee. Over 10 years

82. Age group:

jj. < 29

kk. 30 - 39

ll. 40 - 49

mm. 50 - 59

nn. 60+

83. Gender: **female**/male

THANK YOU!

Respondent 8

Questionnaire for the Interpreters

1. Which courts have you interpreted for? Please tick all that apply

- Magistrates' Court : YES
- County (Civil) Court
- Youth Court : YES
- Crown Court : YES
- Coroner's Court : YES
- Tribunals (e.g. employment tribunal, immigration) : YES

2. Does the court type have a bearing on your professional practice? If so, in what ways?

No

3. How do you find the facilities in the courtroom?

- Are they sufficient/adequate for you to perform the job to the best of your ability?
- Do they differ from court to court?

In many courts it is difficult to hear the lawyers if you are interpreting for a defendant.

4. How would you describe your role in the courtroom?

Helping proceedings to flow as best possible.

5. Do you feel recognised and appreciated as a professional by the court officials? (Do you feel that you belong to the courtroom as part of the team?)

Generally appreciated by court officials, but often not trusted by lawyers and judges.

No, I do not feel part of a team.

6. How do the clients usually view your role in the courtroom? (Do you need to establish your role with them from the very beginning? Do they accept your explanations?)

It varies hugely between clients.

7. How would you evaluate the status of the interpreter in the UK legal system at the current moment? (Has this changed over the last few years?)

In the years leading up to 2012, I think that interpreters were beginning to be considered professionals. This is no longer the case as so many unqualified interpreters are sent to court.

8. When you work as an interpreter, which Source and Target languages do you work with?

English, French and Italian

9. What are your qualifications

Postgraduate Diploma in Conference Interpreting and Translation

DPSI in French and Italian

Metropolitan police test in French and Italian

10. Number of years of experience in court interpreting:

Over 10 years : YES

11. Age group:

40 - 49 : yES

12. Gender: female

THANK YOU!

Respondent 9

Questionnaire for the Interpreters

84. Which courts have you interpreted for? Please tick all that apply

- Magistrates' Court
- County (Civil) Court
- Youth Court
- Crown Court
- Coroner's Court
- Tribunals (e.g. employment tribunal, immigration)
- Pre-trial detention facilities

85. Does the court type have a bearing on your professional practice? If so, in what ways?

No.

86. How do you find the facilities in the courtroom?

- Are they sufficient/adequate for you to perform the job to the best of your ability?
- Do they differ from court to court?

Court facilities differ from court to court.

Courtroom: Large spacious courtrooms make it sometimes difficult to hear what is being said if special equipment is not provided.

Equipment: Some courtrooms have microphones installed on each desk and interpreters can be provided with headphones which usually have a good sound quality, and interpreters can regulate the volume to make sure they can hear everything. For long trials and high profile cases, interpreter booths are sometimes installed to allow simultaneous interpretation of the court hearings. This is especially convenient for trials that last several days/weeks or even months, because, unlike consecutive, simultaneous interpretation does not cause any delays, which makes it easier to estimate the time for hearings and to prevent long breaks in testimonies while witnesses are under oath.

Many courtrooms though do not have any additional equipment, which sometimes makes it harder for interpreters to hear all courtroom participants.

Dock: In criminal proceedings, defendants sit in the dock – with or without glass screen, in the latter case they look like glass cages, sometimes made of thick bullet-proof glass. Interpreter usually sit either next to the defendant (inside the cage) or

outside the cage, which makes it extremely difficult to hear either the judge or the defendant(s).

87. How would you describe your role in the courtroom?

In my opinion, being a court interpreter is very different from other types of interpretation (like conference or business interpreting). In courts (unlike conferences) there is a continuous conversation (sometimes very fast and emotional) between different courtroom participants, however an interpreter has only one voice. This means it is important to identify and communicate who is saying what. Sometimes it is better not to translate every word but to provide a short summary (and in fact, too much information at a time can be very difficult to digest, especially for distressed defendants/respondents), however, there are situations (witness examinations, testimonies, expert opinions), when it is extremely important to be very precise and not to leave out or add anything.

88. Do you feel recognised and appreciated as a professional by the court officials? (Do you feel that you belong to the courtroom as part of the team?)

No. Interpretation is (obviously) required for those who cannot communicate in English, in the most cases it is a defendant/respondent who is accused of something. An interpreter is often seen as somebody who speaks “on behalf of” the accused person being his/her “voice”. Although I have never been treated badly by any court officials, in fact they have been usually very polite and friendly, nevertheless I have almost never felt appreciated as a professional, but was rather perceived as somebody who represents/accompanies the accused person (who could have been equally their English speaking relatives or friends).

However, it was not my status as a professional that disturbed me most when I worked as a court interpreter, but the fact that I was often given insufficient, sparse or even no information about the case. In fact, when I tried to ask for any information to prepare for the assignment, I was usually told that my role as an interpreter is not to prepare, but “simply to translate what is being said word for word”. I had a feeling that I am perceived as a juror (member of the public, who is not required to have a special qualification to serve as such), who is not allowed (and in fact, it is an offense) to prepare for or do any enquiries into the case, or do any research on the defendant prior or during the trial.

As a result, I often came to the court without even knowing whether I was going to interpret a criminal, civil or family case until I was in the courtroom.

89. How do the clients usually view your role in the courtroom? (Do you need to establish your role with them from the very beginning? Do they accept your explanations?)

There are three main clients for court interpreters (all of them are equally important):

Agency: wants interpreters to appear on time and to look and behave in a professional manner.

Judge/magistrates: want the interpreter to translate “everything, word for word” and to speak loud and clear.

Defendant/respondent, witness or expert: many of them have never been in court (or in the UK courts) before. They usually expect interpreters to not only translate, but also to support them. While interpreters are required to be impartial and are not qualified or allowed to give any advice on how to behave and what to say, they however can (and should) provide their support by explaining things that might be not self-explanatory (who is who in the courtroom, what is the procedure, who are the jurors and what is their role, when to speak, whom to look at when speaking etc.)

90. How would you evaluate the status of the interpreter in the UK legal system at the current moment? (Has this changed over the last few years?)

Unfortunately, the status of interpreters in the UK legal system is very bad at the moment. In fact, this is what struck me when I started working in the UK court system. It is worth to mention that I started my carrier as interpreter in Germany, where all court interpreters are required to have an interpreting degree as well as formal training in legal translation, they are registered with courts directly (they submit their applications to courts and advertise themselves to the courts).

Therefore, every court has its own database of local interpreters who work for them on a regular basis. Court interpreters represent the court system and are treated respectively. There is a law specifying terms and conditions for court interpreters and translators in Germany (JVEG), including their fees (€70-75 per hour at the moment, not only for the time spent in court, but also on preparation + travel time and travel expenses).

Needless to say that there is nothing comparable to that in the UK.

When I first came to the UK, even though I already had a degree in conference interpreting, I attended a DPSI course in law, because I wanted to work in courts.

However when I started, I soon realised that it did not make sense from a financial point of view and was not quite satisfactory and fulfilling career for me. I still work within the legal system, I work as an in-house translator and interpreter in a law firm, however, I decided not to work in courts anymore.

91. When you work as an interpreter, which Source and Target languages do you work with?

Russian <> English

92. What are your qualifications

Dipl. Translator (Russian, English, German)

MA Conference Interpreter (Russian, English, German)

DPSI course in law

93. Number of years of experience in court interpreting:

ff. Less than 1 year

gg. 1-3 years

hh. 3-5 years

ii. 5-10 years

jj. Over 10 years

94. Age group:

oo. < 29

pp. 30 - 39

qq. 40 - 49

rr. 50 - 59

ss. 60+

95. Gender: female/male

THANK YOU!

Respondent 10

Questionnaire for the Interpreters

1. Which courts have you interpreted for? Please tick all that apply

- Magistrates' Court X
- County (Civil) Court X
- Youth Court
- Crown Court X
- Coroner's Court
- Tribunals (e.g. employment tribunal, immigration) X

2. Does the court type have a bearing on your professional practice? If so, in what ways?

NO

3. How do you find the facilities in the courtroom?

- Are they sufficient/adequate for you to perform the job to the best of your ability?

Mostly they are. We always tell our employers what we need and that interpretation quality will be affected if the conditions are not met.

- Do they differ from court to court?

They do. But mainly we get what we need.

4. How would you describe your role in the courtroom?

Essential if the clients do not speak the same language as the court.

5. Do you feel recognised and appreciated as a professional by the court officials? (Do you feel that you belong to the courtroom as part of the team?)

Definitely.

6. How do the clients usually view your role in the courtroom? (Do you need to establish your role with them from the very beginning? Do they accept your explanations?)

Mostly, the clients appreciate the need for interpreters. Some, grudgingly so. Yes, it is always best to reach an understanding beforehand. Some do, others do not. Most difficulties arise with regard to their expectation that interpretation will be literal, word for word, which is not always possible nor desirable.

7. How would you evaluate the status of the interpreter in the UK legal system at the current moment? (Has this changed over the last few years?)

I do not believe there is an officially recognised status as such. This is obvious from the way formally recognised – registered – court interpreters are MISreated. (To avoid misunderstanding, I am not one, I and most of my AIIC colleagues work directly for private clients only.)

8. When you work as an interpreter, which Source and Target languages do you work with?

Russian/English, both ways

9. What are your qualifications

Mphil from the Moscow University, a NATO-sponsored Cambridge Conference Interpretation Course

10. Number of years of experience in court interpreting:

- a. Less than 1 year
- b. 1-3 years
- c. 3-5 years
- d. 5-10 years
- e. Over 10 years X

11. Age group:

- a. < 29
- b. 30 - 39
- c. 40 - 49
- d. 50 - 59
- e. 60+X

12. Gender: female

THANK YOU!

Respondent 11

Questionnaire for the Interpreters

1. Which courts have you interpreted for? Please tick all that apply

- Magistrate's Court ✓
- County (Civil) Court ✓
- Youth Court ✓
- Crown Court ✓
- Coroner's Court
- Tribunals (eg. employment tribunal, immigration) ✓

2. Does the court type have a bearing on your professional practice? If so, in what ways?

Canby court is best structured (out of court negotiations in County Court, a more private environment); more similar in Crown Court (more concentration required, get used to pressure)

3. How do you find the facilities in the courtroom?

Are they sufficient/adequate for you to perform the job to the best of your ability?
Do they differ from court to court?
Differ from court to court. In hearing loops are not provided everywhere, Crown Court provides hearing loops as well as security on the docks.

4. How would you describe your role in the courtroom?

Impartial - language barrier.
Facilitator of communication for defendants and officials.

5. Do you feel recognised and appreciated as a professional by the court officials? (Do you feel that you belong to the courtroom as part of the team?)

Feel part of it.
You work as part of the team, you do feel part of the team.

6. How do the clients usually view your role in the courtroom? (Do you need to establish your role with them from the very beginning? Do they accept your explanations?)

Tell them from the beginning what your role is.
They usually accept it and do not push boundaries.

2. There are big differences between dif. courts as say in Crown Court the cases are more difficult, "you have to be prepared and have stamina"
3. Magistrate Court tries shorter cases.
4. There are a lot more interpreters. The status level has changed, it has gone down and there are a lot of comments "Inter's job is easy, it is not a job, not a profession, you sit around and get paid for it". It can be very annoying. But it is very difficult to stay alert all the time. Sometimes I have to explain what skills are required to do the job. When there are a few in-s in the same dock, the other (Engl. speaking) defendants can get annoyed as they can't hear it and I have to be cautious ab-

7. How would you evaluate the status of the interpreter in the UK legal system at the current moment? (Has this changed over the last few years?)

Interpreters are very much recognised
by the courts as many defendants
cannot speak English. The legal system recognises
them, they are required every day.

8. When you work as an interpreter, which Source and Target languages do you work with?

LEON
MIEPUEL

9. What are your qualifications

DPSI in Law
Metropolitan Police Test:
A level Urdu

10. Number of years of experience in court interpreting:

- a. Less than 1 year
- b. 1-3 years
- c. 3-5 years
- d. 5-10 years ✓
- e. Over 10 years

11. Age group:

- a. < 29
- b. 30 - 39 ✓
- c. 40 - 49
- d. 50 - 59
- e. 60+

12. Gender: female/male

THANK YOU!

Respondent 12

Resp. 12

Questionnaire for the Interpreters

1. Which courts have you interpreted for? Please tick all that apply

- ☒ Magistrate's Court
- ☒ County (Civil) Court
- ☒ Youth Court
- ☒ Crown Court
- ☒ Coroner's Court
- ☒ Tribunals (eg. employment tribunal, immigration)

2. Does the court type have a bearing on your professional practice? If so, in what ways?

YES

3. How do you find the facilities in the courtroom?

- ☒ Are they sufficient/adequate for you to perform the job to the best of your ability?
- Do they differ from court to court?

4. How would you describe your role in the courtroom?

INTERPRETER, FACILITATOR

5. Do you feel recognised and appreciated as a professional by the court officials? (Do you feel that you belong to the courtroom as part of the team?)

YES

6. How do the clients usually view your role in the courtroom? (Do you need to establish your role with them from the very beginning? Do they accept your explanations?)

YES

7. How would you evaluate the status of the interpreter in the UK legal system at the current moment? (Has this changed over the last few years?)

YES

8. When you work as an interpreter, which Source and Target languages do you work with?

URDU, PUNJABI, ARABIC

9. What are your qualifications

DPSI (ORAL)

10. Number of years of experience in court interpreting:

- a. Less than 1 year
- b. 1-3 years
- c. 3-5 years
- d. 5-10 years
- e. Over 10 years

11. Age group:

- a. < 29
- b. 30 - 39
- c. 40 - 49
- d. 50 - 59
- e. 60+

12. Gender: female/male

THANK YOU!

Respondent 13

Questionnaire for Interpreters

1. Which courts have you interpreted for? Please tick all that apply

- Magistrate's Court ✓
- County (Civil) Court ✓
- Youth Court ✓
- Crown Court ✓
- Coroner's Court
- Tribunals (eg. employment tribunal, immigration) ✓

Home office

2. Does the court type have a bearing on your professional practice? If so, in what ways?

Family court is more stressful, if relatives are involved. We don't want to get involved, so does not affect professional practice.

3. How do you find the facilities in the courtroom?

- Are they sufficient/adequate for you to perform the job to the best of your ability?
- Do they differ from court to court?

In some courts (in the tribunal/home office) there is an interpreters room, but at Crown and Magistrate we have to sit with public.

4. How would you describe your role in the courtroom? *have to sit with public. No pass the message of the judge to the judge and the message of obj. to jury & judge.*

waiting until being called, they have tea facilities and about 500 to 600 people with their interpreters.

5. Do you feel recognised and appreciated as a professional by the court officials? (Do you feel that you belong to the courtroom as part of the team?)

Feel isolated and more of an outsider. Although the court tries to give us an impression we are part of the team.

6. How do the clients usually view your role in the courtroom? (Do you need to establish your role with them from the very beginning? Do they accept your explanations?)

as when they discuss issues without an jury present, they allow us to be present. When court has a break, court officials have there interpreters. But freelance interpreters don't get anything during this time. Depends on an individual and self-representation, education is important. If you are an NPST, MRPSI - that makes a difference in the attitude.

communication of speech and each communication facilitator.

6. If the int. can speak their dialect then there are no problems. But if not there may be issues. If you are from their country that helps as well.
- ~~we have~~ ^{the judge} explaining ^{as} the very beginning that we are not ~~advisors~~ ^{advisors}. But interpret the Y. explain that the int. can't advise but has to interpret.
- Once this has been explained to the D. they understand.

2. income has dropped. or working directly
3. Through the register → for the Tribunal.
from from the agency.
7. How would you evaluate the status of the interpreter in the UK legal system at the current moment? (Has this changed over the last few years?)
1. The status has changed as qualified ones were on the register, but now this has moved to agencies and they decide who to book.
8. When you work as an interpreter, which Source and Target languages do you work with?
- Darij Afghan farsi → Iranian Farsi
Pashto (Afghani)
9. What are your qualifications
- DPSI, Met Police exam, Home Office Asst-Tribunal Asst, NRPSI (registered).
10. Number of years of experience in court interpreting:
- a. Less than 1 year
 - b. 1-3 years
 - c. 3-5 years
 - d. 5-10 years
 - e. Over 10 years
11. Age group:
- a. < 29
 - b. 30 - 39
 - c. 40 - 49
 - d. 50 - 59
 - e. 60+
12. Gender: female/male

THANK YOU!

Respondent 14

Questionnaire for Interpreters

1. Which courts have you interpreted for? Please tick all that apply

- ☒ Magistrate's Court
- ☐ County (Civil) Court
- ☒ Youth Court
- ☒ Crown Court
- ☐ Coroner's Court
- ☒ Tribunals (eg. employment tribunal, immigration)

2. Does the court type have a bearing on your professional practice? If so, in what ways?

Yes - Every court is different. There is a difference in interpreting in different courts especially between Crown Courts and Tribunals. The level of interpreting is

3. How do you find the facilities in the courtroom? same but in Crown court feel under pressure due to the nature of the cases.

- Are they sufficient/adequate for you to perform the job to the best of your ability?
- Do they differ from court to court?

The facilities are the same in each and every court and I am happy with them.

4. How would you describe your role in the courtroom?

My role is very important in the courtroom. A non-English speaker speaks through an interpreter and his views and answers must be fully conveyed and expressed to the court. An interpreter is a mouth piece of the non-English speaking person.

5. Do you feel recognised and appreciated as a professional by the court officials? (Do you feel that you belong to the courtroom as part of the team?)

Yes. I do and get a lot of respect from the Judges, Bar and Court staff.

6. How do the clients usually view your role in the courtroom? (Do you need to establish your role with them from the very beginning? Do they accept your explanations?)

The clients view my role very important in the courtroom. Yes I need to establish my role with them from the beginning and they accept my explanation.

7. How would you evaluate the status of the interpreter in the UK legal system at the current moment? (Has this changed over the last few years?)

The status is still very important but it has changed after the contracts awarded to CAPITA. Sometimes doubts are made on the skills of interpreters due to unqualified interpreters were recruited in the beginning of the contract.

8. When you work as an interpreter, which Source and Target languages do you work with?

PASHTO AND URDU.

9. What are your qualifications

MASTERS DEGREE AND AM A
QUALIFIED SOLICITOR.

10. Number of years of experience in court interpreting:

- a. Less than 1 year
- b. 1-3 years
- ☒ c. 3-5 years
- d. 5-10 years
- e. Over 10 years

11. Age group:

- a. < 29
- b. 30 - 39
- ☒ c. 40 - 49
- d. 50 - 59
- e. 60+

12. Gender: female/male ✓

THANK YOU!

Respondent 15

Questionnaire for the Interpreters

1. Which courts have you interpreted for? Please tick all that apply

- ☒ Magistrate's Court
- ☒ County (Civil) Court
- ☒ Youth Court
- ☒ Crown Court
- ☒ Coroner's Court
- ☒ Tribunals (eg. employment tribunal, immigration)

2. Does the court type have a bearing on your professional practice? If so, in what ways?

It does, different environments. Also due to the seriousness of the offences, it can have a direct impact on their responsibility. I have to be very confident; misinterpreting can happen because of the pressure of the Crown Court etc.

3. How do you find the facilities in the courtroom?

- Are they sufficient/adequate for you to perform the job to the best of your ability?
- Do they differ from court to court?

They dif. from court to court - for instance in Tribu - not I's always sit on the chair whilst interpreting. Criminal matters of civil, real and legal. Court during cross-exam. I has to stand in the witness box.

4. How would you describe your role in the courtroom?

sole purpose - into-ig from one lang. to another without addition or omission & remember: I fundamental rules of in-ig -

5. Do you feel recognised and appreciated as a professional by the court officials? (Do you feel that you belong to the courtroom as part of the team?)

In the old system we used to be, but now the contract has been taken over by the private

6. How do the clients usually view your role in the courtroom? (Do you need to establish your role with them from the very beginning? Do they accept your explanations?)

Most of the clients have never been to court proceedings. Before => need to establish role at the beginning to avoid future problems. Remind of 3 fundamental rules of in-ig - they can't seek any advice from you, everything is confidential; if they don't show interest.

2. T4 Tribunals: you only 14-4 consecutively, whereas in Crown Court - 8-10-5 most of the time = that's the hardest part and it's essential to listen to what has been said in the court to convey the message to the client without any addition/omission.

3. As a result T-5 can get tired which can affect performance.

T4 some courts the cut is more relaxed and others more adversarial. T4 crown court multiple defendants are common, if the dock is not big enough to facilitate all the ind-5 and def-5 at the same time, they could use cory relief ind-ing.

"I personally prefer ~~press~~ conference ind-ing as you away from the defence who cannot pose you any threats and secondly because you are away from them they can't ask you any questions, which usually happens. Sometimes they ask for advice, some times for clarifications, or even some times they want to make comments -> due to the lack of knowledge of the court proceedings.

The ind-er will have to explain that their chance will be given them later (when the prosecutor presents the case they want to respond immediately as they don't know the process of court or legal proceedings).

4. 3 fundamental rules of the rules.

- 1) Professionalism
- 2) Confidentiality
- 3) Impartiality

5. By the private agency, and \Rightarrow we don't have any respect.

due to the fact that a lot of unqualified m-s have been recruited by the agency.

If someone unqualified goes to Crown Court and is unable to int-t that adversely affects the reputation of all int-s as a profession.

The standards have dropped.

6. often depends on the client's level of education and common sense.

6. The whole system is not working effectively and the government and whole system are care about the money/saving money rather than delivering effective and quality services.

7. How would you evaluate the status of the interpreter in the UK legal system at the current moment? (Has this changed over the last few years?)

most of professional & qualified ones left the profession, anyone will be recruited by the agency, no professional ones will be left in the system.

8. When you work as an interpreter, which Source and Target languages do you work with?

Pashto / Dari / Farsi

9. What are your qualifications

Dip in Police Interpreting / NRPSI
MEng (Master in Engineering)

10. Number of years of experience in court interpreting:

- a. Less than 1 year
- b. 1-3 years
- c. 3-5 years
- d. 5-10 years
- e. Over 10 years

11. Age group:

- a. < 29
- b. 30 - 39
- c. 40 - 49
- d. 50 - 59
- e. 60+

12. Gender: female/male male

THANK YOU!

Respondent 16

Questionnaire for the Interpreters

96. Which courts have you interpreted for? Please tick all that apply

- Magistrates' Court
- County (Civil) Court
- Youth Court
- Crown Court X
- Coroner's Court
- Tribunals (e.g. employment tribunal, immigration)
- Family Court X

97. Does the court type have a bearing on your professional practice? If so, in what ways?

There are some types of courts that are more formal and imply a huge responsibility, therefore maximum attention has to be paid when interpreting (e.g. crown courts, magistrate's courts can be more stressful).

98. How do you find the facilities in the courtroom?

- Are they sufficient/adequate for you to perform the job to the best of your ability?
- Do they differ from court to court?

Usually there are no special facilities for interpreters and sometimes being in front of everybody (and especially of the judge) can be a bit intimidating. When interpreting for the clients (when the witness speaks English), I have to do whispered simultaneous interpreting, which can be quite challenging. Once there were several interpreters in the courtroom interpreting for different clients and the judge said that there is too much noise. There should be more appropriate facilities in place.

99. How would you describe your role in the courtroom?

Very important, as the solicitors and the judges take note of what I am saying at all times and what I am interpreting can have a significant impact on the outcome of the proceedings. Every word matters.

100. Do you feel recognised and appreciated as a professional by the court officials? (Do you feel that you belong to the courtroom as part of the team?)

Yes. The judge thanked me on several occasions, so I felt appreciated, but it depends – some officials are more aware of and considerate towards interpreters than others.

101. How do the clients usually view your role in the courtroom? (Do you need to establish your role with them from the very beginning? Do they accept your explanations?)

Most of them are aware of the importance of interpreting in the courtroom, but not all. There are clients who think they know English and think they don't need an interpreter; they don't realise how difficult legal language is and how important it is to convey the correct meaning and understand every word.

102. How would you evaluate the status of the interpreter in the UK legal system at the current moment? (Has this changed over the last few years?)

I am not 100% familiar, as I do not work as a court interpreter all the time, but I have heard from colleagues that the status of court interpreters considerably worsened in the last few years and rates have decreased.

103. When you work as an interpreter, which Source and Target languages do you work with?

I work with English-Romanian and English-French language pairs.

104. What are your qualifications

BA in English and French
MA in Translation and Interpreting
PhD in Translation

105. Number of years of experience in court interpreting:

kk. Less than 1 year
ll. 1-3 years X
mm. 3-5 years
nn. 5-10 years
oo. Over 10 years

106. Age group:

tt. < 29
uu. 30 – 39 X
vv. 40 - 49
ww. 50 - 59
xx. 60+

L. Green, PhD Thesis, Aston University, 2024.

107. Gender: female/male Female

THANK YOU!

Respondent 17

Questionnaire for the Interpreters

1. Which courts have you interpreted for? Please tick all that apply

- Magistrate's Court ✓
- County (Civil) Court ✓
- Youth Court (once)
- Crown Court ✓
- Coroner's Court —
- Tribunals (eg. employment tribunal, immigration) — a lot

Home office, UKBA, Police Stations, Solicitors.

2. Does the court type have a bearing on your professional practice? If so, in what ways?

Interp - is only job, the only place where you can speak to colleagues is Immigration Tribunals.

3. How do you find the facilities in the courtroom?

- Are they sufficient/adequate for you to perform the job to the best of your ability?
- Do they differ from court to court?

In old days they had their own room, but now provide tea/coffee, refreshments. Only Immigration Tribunal has been impartial, on top of everything (if you are sick - have the courage to say "I have a problem").

4. How would you describe your role in the courtroom? Countdown has been taken away from all crown courts, no in-ter-views

5. Do you feel recognised and appreciated as a professional by the court officials? (Do you feel that you belong to the courtroom as part of the team?)

Before Capita I felt much more respect, since Capita came into place they started to think that it's all about money, it's very degrading. Need to establish role with them. I am not here to give any advice, if you don't want anything said, don't say it as I have to interpret everything you say. Don't repeat something you already said, as I will be interpreting, do not exchange phone numbers.

6. How do the clients usually view your role in the courtroom? (Do you need to establish your role with them from the very beginning? Do they accept your explanations?)

2. They provide inter-2 rooms and you can talk to colleagues there, and share experience etc.

The atmosphere in home office cases is much more relaxed than court. Turning in is also much easier than criminal court, the atmosphere there is much more relaxed. Also County Court is much more relaxed than criminal court. Say standing in the witness box with defendant is more stressful.

In sexual harassment cases for ex.

1 in Worcester court did young girls grooming case they did not want asian females on the case, Asian barristers didn't was female inter-s on the case - cultural issues.

Being a female interpreter is more difficult, but being an asian female is even more difficult as there still some cultural taboos there which can have a bearing on the female being on the job. (a belief is that court/police is not a place for a woman, seen as a disgrace)

4. Not all people appreciate that the ind-er sometimes can't follow and I have to raise my hand and ask them to slow down. (Be able to intervene when necessary).
Sometimes I have to come down to the level of the client, esp. sometimes they did not have any formal education even in their own language, so I have to lower the register up to the level of the client's understanding.
Nothing should be added/deleted from what the person has said.
It is a very important and crucial point that the client understands the message.
5. Even police people think that ind-ers are there just for the money. There is more negativity towards ind-ers since Capita came into existence; Capita employs students puts them through simple tests and puts them at the same level of NRPST ind-ers just to save the money. Feels less respect.
There was a lot more respect under NRPST.
about Capita - there is some backing up from them, they sort issues out on behalf of ind-ers.
6. I am here to facilitate communication between Engls. and non Engl. Speakers.
If I feel the client has not understood anything (for ex a?) or has misunderstood, I say it to the officials (interviewers) on T.P.

we are not taken as professional people
since the Capita took over I heard someone said
of a bunch of foreigners translate for a bunch of
forums.

7. How would you evaluate the status of the interpreter in the UK legal system at the current moment? (Has this changed over the last few years?)

For less respect, less money, less tolerance
to in-s (for ex. if the in-er is 5 min late) used to be more tolerance

8. When you work as an interpreter, which Source and Target languages do you work with?

Urdu, Panjabi, Awasthi - Mirpuri

9. What are your qualifications taught at college level?

DPST (Urdu, Panjabi) → ESOL 9284,
Degree: Urdu advanced from Pakistan.

10. Number of years of experience in court interpreting:

- a. Less than 1 year
- b. 1-3 years
- c. 3-5 years
- d. 5-10 years
- e. Over 10 years

11. Age group:

- a. < 29
- b. 30 - 39
- c. 40 - 49
- d. 50 - 59
- e. 60+

12. Gender: female/male

THANK YOU!

Respondent 18

Questionnaire for the Interpreters

108. Which courts have you interpreted for? Please tick all that apply

- Magistrates' Court ✓
- County (Civil) Court ✓
- Youth Court
- Crown Court ✓
- Coroner's Court ✓(inquests)
- Tribunals (e.g. employment tribunal, immigration) ✓

109. Does the court type have a bearing on your professional practice? If so, in what ways?

It does. There are different expectations from the different institutions. E.g. Magistrate and Crown have completely different judges leading them. Crown is more mechanical and the expectations are higher as you have to keep up. In addition you are most likely to sit in the dock with accused that limits your ability to hear what is happening between the parties. In Magistrate you are in front of dock and have lower ability to interact with accused. In tribunals there room is much smaller there is no oath to take and you do not have to stand when interpreting. There are subtle differences in what is expected.

110. How do you find the facilities in the courtroom?

- Are they sufficient/adequate for you to perform the job to the best of your ability?

It depends, most of the time facilities are awful, no one cares about if you hear what is going on. Some people care more than others and that helps a lot but other than it can be very difficult.

- Do they differ from court to court?

They do differ, most of the time they are available but usher might or might not bother to check if it is working.

111. How would you describe your role in the courtroom?

Mainly linguistic support to participants.

This very much depends on the situation I am placed in, witness, defendant, on bail or from custody the amount of time you have to interact with participant might affect the role.

112. Do you feel recognised and appreciated as a professional by the court officials? (Do you feel that you belong to the courtroom as part of the team?)

Yes

113. How do the clients usually view your role in the courtroom? (Do you need to establish your role with them from the very beginning? Do they accept your explanations?)

Most of the time they understand and agree that my role is linguistic support, that I take no side and interpret everything said. However, often they act outside what is expected from them and try to push the boundaries set initially, sometimes being successful in that.

114. How would you evaluate the status of the interpreter in the UK legal system at the current moment? (Has this changed over the last few years?)

I entered legal interpreting in November 2014 hence difficult to comment.

115. When you work as an interpreter, which Source and Target languages do you work with?

Polish-English

116. What are your qualifications

Metropolitan Police Test - 2013
BSc in Chemistry and English Language - Aston 2014
AITI, NRPSI

117. Number of years of experience in court interpreting:

pp. Less than 1 year ✓

qq. 1-3 years

rr. 3-5 years

ss. 5-10 years

tt. Over 10 years

118. Age group:

yy. < 29 ✓

zz. 30 - 39

aaa. 40 - 49

bbb. 50 - 59

ccc. 60+

119. Gender: female/male

Male

THANK YOU!

Respondent 19

Questionnaire for the Interpreters

1. Which courts have you interpreted for? Please tick all that apply

- Magistrates' Court
- County (Civil) Court
- Youth Court
- Crown Court
- Coroner's Court
- Tribunals (e.g. employment tribunal, immigration)

ALL except Coroners'

2. Does the court type have a bearing on your professional practice? If so, in what ways?

Every court deals with different type of matters, involving different type of terminology, so yes, from this point of view the court type has a bearing on my professional practice.

3. How do you find the facilities in the courtroom?

- Are they sufficient/adequate for you to perform the job to the best of your ability?
- Do they differ from court to court?

Yes they differ from court to court. I wouldn't say that the facilities are always the best in the courtrooms, as there are courtrooms where the acoustics is not so good, microphones or headphones sometimes don't work, fact that makes the interpreter struggle more to perform her/his job properly.

4. How would you describe your role in the courtroom?

My role in the courtroom is crucial! without the interpreter, the defendant can't understand anything and the Court can't communicate in a proper way with the defendant, so his/her matter can't be dealt with properly. A solicitor in Runcorn told me one day the following: "*A case(trial, preliminary hearing, mention, direction hearing etc) in court can be dealt with without me(the solicitor), without the clerk*

or the usher, without the prosecutor etc, but without you (the interpreter) the court can't do ANYTHING. Your role is vital"

5. Do you feel recognised and appreciated as a professional by the court officials? (Do you feel that you belong to the courtroom as part of the team?)

The most of the times yes, I feel appreciated and I do feel even that they are satisfied with my services and grateful that I was there on time to facilitate their proceedings. But this is not always the case.

6. How do the clients usually view your role in the courtroom? (Do you need to establish your role with them from the very beginning? Do they accept your explanations?)

We don't need to establish anything. They accept me and my explanations from the start. Sometimes if I feel it is necessary I just explain a little bit more about some procedures in court, such as " Please speak clearly and not too fast, so that I can do my job properly and I can help you "(especially when it comes to giving evidence).

7. How would you evaluate the status of the interpreter in the UK legal system at the current moment? (Has this changed over the last few years?)

As I am very fresh in this domain Please allow me not to comment upon this, as I might have wrong impressions about certain things.

8. When you work as an interpreter, which Source and Target languages do you work with?

English and Romanian

9. What are your qualifications

For the time being I have only a Bachelor and a Master in Romanian and English Language and Literature and a Bachelor and a Master in Greek Language and History. I do intend at some point to obtain the DPSI diploma.

10. Number of years of experience in court interpreting:

- a. Less than 1 year
- b. **1-3 years**
- c. 3-5 years
- d. 5-10 years
- e. Over 10 years

11. Age group:

- a. < 29
- b. **30 - 39**
- c. 40 - 49
- d. 50 - 59
- e. 60+

12. Gender: **female**

THANK YOU!

Respondent 20

Questionnaire for the Interpreters

120. Which courts have you interpreted for? Please tick all that apply

- Magistrates' Court
- County (Civil) Court
- Youth Court
- Crown Court
- Coroner's Court
- Tribunals (e.g. employment tribunal, immigration)

121. Does the court type have a bearing on your professional practice? If so, in what ways?

Yes, the court type does indeed have a bearing on my professional practice. Different courts have different procedures and regulations. They have different facilities and can be more or less accustomed to having an interpreter present. There are different legal aspects to go over in preparation for an appointment and different glossaries of terms. Also, from an emotional standpoint, you are more affected by appointments in some courts than by others: compare interpreting for a case involving a serious offence to one about petty theft or compare interpreting for a case involving children, where tempers are volatile to a case about an appeal for a tax credit application.

122. How do you find the facilities in the courtroom?

Are they sufficient/adequate for you to perform the job to the best of your ability?

Most are not adequate enough.

Do they differ from court to court?

Yes. Crown Courts, I find, are better prepared and occasionally are better informed about the job of an interpreter and how the interpreter can be assisted in performing to the best of his/her ability.

123. How would you describe your role in the courtroom?

I am a facilitator of communication between one or several non-English speakers and English speakers (be they court staff, interested parties or members of the public).

124. Do you feel recognised and appreciated as a professional by the court officials? (Do you feel that you belong to the courtroom as part of the team?)

Sometimes I do. Sometimes I don't. It varies from court to court.

125. How do the clients usually view your role in the courtroom? (Do you need to establish your role with them from the very beginning? Do they accept your explanations?)

Clients generally tend to believe I have more power or legal know-how than I actually do. I normally have to pinpoint from the start that my role is to simply say what is being said and no more. Some find that harder to accept than others.

126. How would you evaluate the status of the interpreter in the UK legal system at the current moment? (Has this changed over the last few years?)

I believe that interpreters' interests are not very well represented in the legal system. They rely too much on agencies as intermediaries.

127. When you work as an interpreter, which Source and Target languages do you work with?

I mostly work from Romanian into English and from English into Romanian.

128. What are your qualifications

I am a graduate of the European Masters in Conference Interpreting, with Romanian A, English B and French C.

129. Number of years of experience in court interpreting:

uu. Less than 1 year

vv. 1-3 years

ww. 3-5 years

xx. 5-10 years

yy. Over 10 years

130. Age group:

ddd. < 29

eee. 30 - 39

fff. 40 - 49

ggg. 50 - 59

hhh. 60+

L. Green, PhD Thesis, Aston University, 2024.

131. Gender: **female**/male

THANK YOU!

Respondent 21

Questionnaire for the Interpreters

1. Which courts have you interpreted for? Please tick all that apply
 - Magistrates' Court NEARLY EVERY DAY
 - County (Civil) Court VERY RARELY
 - Youth Court RARELY
 - Crown Court OFTEN
 - Coroner's Court NEVER
 - Tribunals (e.g. employment tribunal, immigration) FROM TIME TO TIME

2. Does the court type have a bearing on your professional practice? If so, in what ways?

I am not quite sure what exactly do you mean by this question.

3. How do you find the facilities in the courtroom?
 - Are they sufficient/adequate for you to perform the job to the best of your ability?
 - Do they differ from court to court?

When you say "facilities", the only thing that I can think of are the headphones that are used during longer hearings (usually trials) at Crown Courts. If they are good, they can help but the courts never provide them automatically, we always have to ask for them.

4. How would you describe your role in the courtroom?

My role is to make sure that the non-English speaker understands everything that an English speaking person would understand. And also that he/she can express everything the way he/she wants without being limited by insufficient vocabulary or faulty grammar.

5. Do you feel recognised and appreciated as a professional by the court officials? (Do you feel that you belong to the courtroom as part of the team?)

The Crown Courts staff do acknowledge interpreters as professionals and educated people. My experience from Magistrates' Courts and police station vary.

6. How do the clients usually view your role in the courtroom? (Do you need to establish your role with them from the very beginning? Do they accept your explanations?)

By "client" I understand the person who "foots the bill" and books me, i.e. the court/the police. They often lack even the very basic understanding of the interpreters' role.

7. How would you evaluate the status of the interpreter in the UK legal system at the current moment? (Has this changed over the last few years?)

I have only been working as interpreter for four years; I started doing this job after the big changes caused by MoJ. However many professionals (magistrates, legal advisors, solicitors) treat interpreters as inferiors who are there to “assist and help those other stupid foreigners who can’t speak English”. It’s really demeaning.

8. When you work as an interpreter, which Source and Target languages do you work with?

Slovak/Czech/English.

9. What are your qualifications

- DipHe in English Language&Communication with French
- Metropolitan Police Test certificate
- Diploma in Police Interpreting
- postgraduate Diploma in Translation
- CertHE in German

10. Number of years of experience in court interpreting:

- a. Less than 1 year
- b. 1-3 years
- c. **3-5 years**
- d. 5-10 years
- e. Over 10 years

11. Age group:

- a. **< 29**
- b. 30 - 39
- c. 40 - 49
- d. 50 - 59
- e. 60+

12. Gender: **female**/male

THANK YOU!

Respondent 22

Questionnaire for the Interpreters

132. Which courts have you interpreted for? Please tick all that apply

- ☒ Magistrates' Court
- ☒ County (Civil) Court
- ☒ Youth Court
- ☒ Crown Court
- ☐ Coroner's Court
- ☒ Tribunals (e.g. employment tribunal, immigration)

133. Does the court type have a bearing on your professional practice? If so, in what ways?

Of course it does as the proceedings and procedure are different and we have to adapt accordingly.

134. How do you find the facilities in the courtroom?

- Are they sufficient/adequate for you to perform the job to the best of your ability?
- Do they differ from court to court?
- Audibility and visibility in video links is often very poor

135. How would you describe your role in the courtroom?

I am there to interpret

136. Do you feel recognised and appreciated as a professional by the court officials? (Do you feel that you belong to the courtroom as part of the team?)

No, too often we are not respected as professionals

137. How do the clients usually view your role in the courtroom? (Do you need to establish your role with them from the very beginning? Do they accept your explanations?)

I always explain my role at the outset so that they understand it but some of them want to be my friend etc

138. How would you evaluate the status of the interpreter in the UK legal system at the current moment? (Has this changed over the last few years?)

Which type of interpreter do you mean; PSI, conference, business?

139. When you work as an interpreter, which Source and Target languages do you work with?

English and French

140. What are your qualifications

BA

LLB

Solicitor

DPSI

141. Number of years of experience in court interpreting:

zz. Less than 1 year

aaa. 1-3 years

bbb. 3-5 years

ccc. 5-10 years

ddd. Over 10 years

142. Age group:

iii. < 29

jjj. 30 - 39

kkk. 40 - 49

lll. 50 - 59

mmm. 60+

143. Gender: female/male

THANK YOU!

Respondent 23

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Questionnaire for the Interpreters

1. Which courts have you interpreted for? Please tick all that apply

- Magistrate's Court ✓
- County (Civil) Court
- Youth Court
- Crown Court ✓
- Coroner's Court
- Tribunals (eg. employment tribunal, immigration) ✓

2. Does the court type have a bearing on your professional practice? If so, in what ways?

NO

3. How do you find the facilities in the courtroom?

- Are they sufficient/adequate for you to perform the job to the best of your ability?
- Do they differ from court to court?

THE FACILITIES FOR INTERPRETERS ARE POOR
NO MUCH DIFFERENCE BETWEEN COURTS

4. How would you describe your role in the courtroom?

LANGUAGE FACILITATOR

5. How do the clients usually view your role in the courtroom? (Do you need to establish your role with them from the very beginning? Do they accept your explanations?)

IN GENERAL THEY ACCEPT THE ROLE AND SOME ARE ALSO GRATFUL

6. How would you evaluate the status of the interpreter in the UK legal system at the current moment? (Has this changed over the last few years?)

ONLY STARTED TO WORK LAST JULY (2015)
AS FOR THE STATUS IT DEPENDS: SOMETIME WE ARE VERY MUCH VALUED OTHER TIMES THE PARTIES SEEM NOT TO BE AWARE THAT WE EXIST

page 2 OF 2

7. When you work as an interpreter, which Source and Target languages do you work with?

ITALIAN

8. What are your qualifications DIPLOMA IN POLICE INTERPRETING,
CERTIFICATE OF HIGHER EDUCATION IN CRIMINOLOGY,
POST GRADUATE DIPLOMA IN INTERNATIONAL JOURNALISM
DEGREE IN POLITICAL SCIENCE

9. Number of years of experience in court interpreting:

- a. Less than 1 year ✓
- b. 1-3 years
- c. 3-5 years
- d. 5-10 years
- e. Over 10 years

10. Age group:

- a. < 29
- b. 30 - 39
- c. 40 - 49
- d. 50 - 59 ✓
- e. 60+

11. Gender: female / male

THANK YOU!

Respondent 24

Questionnaire for the Interpreters

1. Which courts have you interpreted for? Please tick all that apply

- Magistrate's Court X
- County (Civil) Court X
- Youth Court X
- Crown Court X
- Coroner's Court
- Tribunals (eg. employment tribunal, immigration) X

2. Does the court type have a bearing on your professional practice? If so, in what ways?

YES.

DEPENDING ON THE DEAF CLIENT'S LANGUAGE ABILITY – MAGISTRATE'S, YOUTH AND FAMILY (TO A DEGREE) CAN BE LESS FORMAL AND WITH MORE OF A FOCUS ON ENGAGING WITH THE CLIENT – THERE MAY BE MORE FREEDOM WITH THE INTERPRETATION TO ENSURE THEIR UNDERSTANDING.

3. How do you find the facilities in the courtroom?

- Are they sufficient/adequate for you to perform the job to the best of your ability?
- Do they differ from court to court?

EACH COURT DIFFERS BUT WE ARE USUALLY ABLE TO FIND A HAPPY MEDIUM OF WHERE PARTICIPANTS CAN BE PLACED, WITH NEGOTIATION WITH THE COURT CLERK / JUDGE.

4. How would you describe your role in the courtroom?

INTERPRETER / TRANSLATOR / FACILITATOR BUT NOT EDUCATOR – THE PARTIES SHOULD BE ABLE TO CLARIFY IF THEY DO NOT UNDERSTAND A PROCESS OR SPECIFIC TERMINOLOGY.

5. How do the clients usually view your role in the courtroom? (Do you need to establish your role with them from the very beginning? Do they accept your explanations?)

I HAVE NOT EXPLAINED MY ROLE IN COURT TO A CLIENT BEFORE.

I ASSUME THEY KNOW HOW TO USE AN INTERPRETER.

IF THEY BEHAVE INAPPROPRIATELY (NOT UNDERSTAND WHEN THEY CAN OR CANNOT CONTRIBUTE, WHAT THEY ARE REQUIRED TO SAY / ANSWER AND WHAT THEIR LEGAL REPRESENTATIVE WILL DO ON THEIR BEHALF, THEN THE JUDGE / CLERK WILL PICK UP ON THIS AND TELL THEM WHAT THEY CAN AND CANNOT DO.

6. How would you evaluate the status of the interpreter in the UK legal system at the current moment? (Has this changed over the last few years?)

THE BSL INTERPRETER HAS ALWAYS BEEN A SLIGHT ODDITY AS WE APPEAR SO INFREQUENTLY WHEN TAKEN AS A PERCENTAGE OF THE TOTAL NUMBER OF CASES IN THE UK.

ONLY A SMALL NUMBER OF JUDGES, BARRISTERS, CLERKS AND SOLICITORS HAVE EXPERIENCE OF WORKING WITH SIGN LANGUAGE INTERPRETERS ON A REGULAR BASIS.

HOWEVER, OFTEN THE ONES THAT DO WORK WITH US REGULARLY ARE VERY ACCOMMODATING AND UNDERSTANDING.

SINCE THE MINISTRY OF JUSTICE HAVE OPTED FOR A 'ONE-STOP-SHOP' SOLUTION (CLARION INTERPRETING) THE FEES AND TERMS & CONDITIONS HAVE BEEN FORCED DOWN AND ERODED. THIS HAS LED TO MANY EXPERIENCED AND SKILLED INTERPRETERS BOYCOTTING LEGAL WORK. HOWEVER, THE DEMAND IS STILL THERE SO LESS EXPERIENCED AND LESS COMPETENT INTERPRETERS WHO ARE WILLING TO ACCEPT LOWER RATES OF PAY ARE TAKING THIS WORK. IT HAS BEEN OBSERVED THAT THE QUALITY OF COURT INTERPRETING WORK IS NOW LOWER.

THE FRUSTRATING THING IS THAT THE MONEY IS IN FACT AVAILABLE, THERE IS ENOUGH OF IT. BUT CONTRACTING AND THEN SUB-CONTRACTING WITH MULTIPLE AGENCIES TAKING THEIR (UNJUSTIFIABLY

LARGE) CUT MEANS THAT THERE IS LITTLE LEFT TO PAY FOR THE
INTERPRETER EVEN THOUGH WITHOUT THE INTERPRETER THERE IS IN
FACT NO BUSINESS.

7. When you work as an interpreter, which Source and Target languages do you work with?

ENGLISH / BRITISH SIGN LANGUAGE

8. What are your qualifications

'O' LEVEL ENGLISH LANGUAGE
NVQ4 BRITISH SIGN LANGUAGE
NVQ4 INTERPRETING
BA (HONS) BSL / ENGLISH INTERPRETING

9. Number of years of experience in court interpreting:

- a. Less than 1 year
- b. 1-3 years
- c. 3-5 years
- d. 5-10 years ☒
- e. Over 10 years

10. Age group:

- a. <29
- b. 30 - 39
- c. 40 - 49 ☒
- d. 50 - 59
- e. 60+

11. Gender: ☒ MALE

THANK YOU!

Respondent 25

Questionnaire for the Interpreters

144. Which courts have you interpreted for? Please tick all that apply

- Magistrates' Court ✓
- County (Civil) Court ✓
- Youth Court
- Crown Court ✓
- Coroner's Court
- Tribunals (e.g. employment tribunal, immigration) ✓

145. Does the court type have a bearing on your professional practice? If so, in what ways?

No. I try to work to the professional norms of my profession as I understand them in all settings.

146. How do you find the facilities in the courtroom?

- Are they sufficient/adequate for you to perform the job to the best of your ability? There are no facilities.
- Do they differ from court to court?
- I have on one occasion in my career been provided with a rather hard-to-use blu-tooth headset to hear proceedings in the court. Once in over 15 years of work

147. How would you describe your role in the courtroom?

To provide a close rendition of all that is said directly to and indirectly about the non or limited English speaker and to provide a close rendition into English of anything said by the same.

148. How do the clients usually view your role in the courtroom? (Do you need to establish your role with them from the very beginning? Do they accept your explanations?)

You need to specify whom you refer to as my clients. My clients for me are both the English and other language interlocutors. In the case of court staff, I do not need to establish my role. With non or limited English speakers, always.

149. How would you evaluate the status of the interpreter in the UK legal system at the current moment? (Has this changed over the last few years?)

Somewhere between agency cleaner and carpark attendant.

150. When you work as an interpreter, which Source and Target languages do you work with?

English and Turkish, of course these are interchangeable depending on which direction one is interpreting in.

151. What are your qualifications
MA, Doctorate in progress, DPSI

152. Number of years of experience in court interpreting:

eee. Less than 1 year

fff. 1-3 years

ggg. 3-5 years

hhh. 5-10 years

iii. Over 10 years ✓

153. Age group:

nnn. < 29

ooo. 30 - 39

ppp. 40 - 49

qqq. 50 – 59 ✓

rrr. 60+

154. Gender: male

THANK YOU!

Respondent 26

Questionnaire for the Interpreters

155. Which courts have you interpreted for? Please tick all that apply

- ✓ Magistrates' Court
- ✓ County (Civil) Court
- ✓ Youth Court
- ✓ Crown Court
- Coroner's Court
- ✓ Tribunals (e.g. employment tribunal, immigration)

156. Does the court type have a bearing on your professional practice? If so, in what ways?

Yes, of course. The Court Interpreter has to have experience and SHOULD be a registered public service interpreters with the National Register of Public Service Interpreters (NRPSI), having been vetted and checked by the authorities. Others are public service interpreters with different qualifications. Many are also members of the Chartered Institute of Linguists (IoL) and/or the Institute of Translation and Interpreting (ITI). They have extensive knowledge and awareness of different educational and cultural backgrounds and are familiar with legal procedures.

157. How do you find the facilities in the courtroom?

- Are they sufficient/adequate for you to perform the job to the best of your ability?

Sometimes the acoustic is not very good and I have difficult to hear what the Prosecutor and The Defense say, but one has to address that to the Legal Advisor or the Judge / Magistrate.

Sometimes, they forget that there is an Interpreter, so they talk normally without pausing or waiting for the Interpreter.

- Do they differ from court to court?

Yes, very much so.

158. How would you describe your role in the courtroom?

An interpreter's role is to listen to what is said in the courtroom in English, and convey it in the foreign language.

The interpreter cannot give advice, make suggestions, or engage in private conversations with the person needing the interpreter. The person should raise a hand if s/he has a question or does not understand something during the proceeding.

159. How do the clients usually view your role in the courtroom? (Do you need to establish your role with them from the very beginning? Do they accept your explanations?)

I always establish my role, but the most of the people (Foreigner National) have already worked with an interpreter before.

Yes, the most of them do.

160. How would you evaluate the status of the interpreter in the UK legal system at the current moment? (Has this changed over the last few years?)

Yes, it has changed a lot since an Agency took over the contract.

Before, The Listing Officer or the Civil Servants would call us directly.

It used to work very well, everyone was happy and the Interpreters used were qualified and paid fairly and correctly.

We are self-employed, we pay our own taxes, and we do not get paid if we are off sick or on holidays.

Unfortunately, this Profession is not regulated, with a standard (minimum) rate like the most of the Self Employed People are.

Now, some agencies offer us a rate lower than what a Cleaner gets, without any disrespect.

We have to have memberships, Disclosure and Barring Service (DBS) checks, and normally, as Professional, we have to engage in to develop and enhance their abilities, i.e., Continuing Professional Development (CPD)

Anyone who has completed a Community Interpreting Course, which means :

“The course involves 72 hours attendance during which time participants will be introduced to the techniques and issues involved in Community Interpreting and will look at other styles of interpreting for comparison.

Participants will also be introduced to the public services- Housing, Immigration, Benefits Agency, Social Services, Education, Health etc., through visiting speakers and recommended reading”.

They have NO knowledge of Legal Terminology; they don't even know how to address the Judge”

161. When you work as an interpreter, which Source and Target languages do you work with?

English > < Portuguese

162. What are your qualifications

- BA Degree in Translation and Interpretation,
- Language Assessor
- Diploma in Public Service Interpreting (DPSI) in English Law;
- Interpreting in Courts, Immigration & Police Services Course at CETS, Thornton Heath (awarded 1 Credit at Level Three by NOCN)
- Appropriate Adult – Level 3 accredited by ASDAN

*** I am including my CV for your records.

163. Number of years of experience in court interpreting:

jjj. Less than 1 year

kkk. 1-3 years

lll. 3-5 years

mmm. 5-10 years

✓ Over 10 years

164. Age group:

sss. < 29

ttt. 30 - 39

uuu. 40 - 49

✓ 50 - 59

vvv. 60+

165. Gender: female

THANK YOU!

APPENDIX 8: SERVICE USERS QUESTIONNAIRE

Respondent 1 (defendant)

Questionnaire for service users (clients)

1. What is your mother tongue?
Urdu
2. Country of origin
Pakistan
3. How would you rate your ability in English? (no understanding, basic understanding, sufficient understanding of every-day language but not enough for the legal proceedings, fluent; other)
Basic understanding
4. Age group:
 - a. < 29
 - b. 30 - 39 ✓
 - c. 40 - 49
 - d. 50 - 59
 - e. 60+
5. Have you been in contact with the UK legal system for any reason before?
6. Type of Court you had any experience with
 - a. Magistrate's Court
 - b. County (Civil) Court
 - c. Youth Court
 - d. Crown Court ✓
 - e. Coroner's Court
 - f. Tribunals (eg. employment tribunal, immigration)
7. What is your understanding of the role of the interpreter in the courtroom?
To understand the proceedings in my language as I do not understand English. Everything was explained to me.
8. Is there anything in particular the interpreter should/shouldn't do in your opinion?
No.
9. Do you find having an interpreter is helping your situation in court? If yes, in what way?
It was helpful because I was able to understand the proceedings.
10. How would you rate your overall experience of having an interpreter in court? (Positive/Negative?) Any particular difficulties/concerns?
Good experience.

APPENDIX 9: COURT OFFICIALS QUESTIONNAIRE

Respondent 1

N

Questionnaire for the court officials

1. How long and in what capacity have you been working for court?

Criminal barrister, for 29

2. Which court(s) do you mainly practise at?

Crown court

3. How long have you been using interpreters in your legal practice (years)?

For 29. Interpreters are not at the forefront

4. What is the role of the interpreter in the courtroom in your view?

①. Interpreter - to sit in the dock with the def-t and translate the evidence, as it is said.
②. Translate the evidence given by the P.
③. Is there anything in particular the interpreter should/shouldn't do in your opinion?

no more,
no less
a job
of inter-
preting
conduct

Should just interpret
Should not offer opinion, assistance to the def-t.

6. Does the presence of the interpreter have an impact on your work in the courtroom? If it does, what impact does it have?

The quality of the inter is important
The barrister's job is a lot easier if the interpreter is articulate. The job is much more difficult if not.

7. Is the interpreter part of the legal process or is he/she outside of it in your view? (What is the status of the interpreter in the courtroom?)

The T. is part of the process of what's happening in court. If the inter is used, the inter is part of the process.

8. Has the status of the interpreter in the UK legal system changed over the last few years?

An inter is usually treated by the court with respect (important role to play) as a professional in the court room.

9. What does the interpreting process involve in your view?

Making accessible to the jury the P's case in the clearest possible way and making accessible the evidence as a whole. It involves high degree of competence/responsibility. The inter is the conduit of court-4 and a vital ingredient of the fairness of the trial. It does not involve knowledge of law or legal procedure.

THANK YOU

6. If there is no I_n-er, the Jury get direct response \Rightarrow direct form of com-_n with I_n-er indirect.

The perf-_{ce} of the T. will have some impact on the way the Jury approaches D's evidence.

The process is slower with I_n, the com-_n betw. the Barrister and T is important.

I_n-er's role is very important (as it is also about the relationship the I_n-er has with the Barrister & Def-_d). The Personality of the T. is important (it is responsive & open, important for T to be engaged in the process, to be very alert, and quick, responsive, engaged).

7. Status - although the I_n-er is not a lawyer and is not involved in ?? of him, the I_n-er is part of evidential process.

8. Depends on how the T. acts, and even looks. if they are late or don't look smart they do not get respect

Respondent 2

Questionnaire for court officials

1. How long have you been practicing law/working for court?

since 1993, speaks Panjabi

2. Which court(s) do you mainly practise at?

Immigration, Human rights, Asylum.

3. How long have you been using interpreters in your legal practice (years)?

Since 1993

4. What is the role of the interpreter in the courtroom in your view?

(to be the voice of the appellant) translate into Engl.
what the appellant is trying to explain, does not mean
translation.

5. Is there anything in particular the interpreter should/shouldn't do in your opinion?

he should not make up evidence or fill wholes in what
has been said, if there are many interp-4 of what has
been said, he should explain them all

6. Does the presence of the interpreter have an impact on your work in the courtroom? If it does, what impact does it have?

Yes. Completely. The m-ers win or lose cases,
cases are dependant on good or serveying and can be
either lost or won based on that

7. Is the interpreter part of the legal process or is he/she outside of it in your view? (What is the status of the interpreter in the courtroom?)

Outside, they should be but intrinsic to it.

Professional, their services are vital, not intruder, they need

8. Has the status of the interpreter in the UK legal system changed over the last few years?

It has, since Capita took over I have seen definite
fall in standards. Judges have the same view, have to

9. What does the interpreting process involve in your view?

adjoin more and more
cases because they do-
not understand their
own duties.

listening to the appellant,
translating (maybe writing
down) and translate what the ap-
t has said, the initial idea is literal, but
words have many meanings, this requires
a good grasp of native and Eng. lang.
ability to write down, explain diff. conno-
tations of what being said.

THANK YOU

5. explain to the court not only what has been said but also the manner. For ex. the client is very articulate, but the 1st & 2nd English is not at that level, he can't explain everything what appellant says no matter how articulate he is. The manner is very important.

6. Don't like to advise my client that sometimes the evidence will be dependent on how good the int-er is, if we realise it is not translated properly, we have to start all again.

When I have an int-er I always try to accommodate for the int-er, slow down my delivery.

It's so beyond the confines of translation and mere role. Adverse trust is built between the D. and clients.

He is build trust and relationship with the client to the point that they can say this solicitor is not very good, or is very good.

y. We are multicultural society, so we do need int-s more and more.

Respondent 3

Questionnaire for the court officials

1. How long and in what capacity have you been working for court?

3 YEARS AS A CLERK.

2. Which court(s) do you mainly practise at?

SHELDON COURT - IAC BIRMINGHAM.

3. How long have you been using interpreters in your legal practice (years)?

N/A.

4. What is the role of the interpreter in the courtroom in your view?

FACILITATE UNDERSTANDING, A MEANS OF COMMUNICATION BETWEEN ALL PARTIES, BUT FOR THE PURPOSE OF THE JUDGE.

5. Is there anything in particular the interpreter should/shouldn't do in your opinion?

SHOULD NOT GET INVOLVED PERSONALLY E.G. SOMETIMES AFTER HEARINGS THEY SIT WITH CLIENTS AND GIVE ADVICE.

6. Does the presence of the interpreter have an impact on your work in the courtroom? If it does, what impact does it have?

AS THIS IS AN IMMIGRATION TRIBUNAL, INTERPRETERS ARE VITAL TO MOST HEARINGS.

7. Is the interpreter part of the legal process or is he/she outside of it in your view? (What is the status of the interpreter in the courtroom?)

I BELIEVE THEY ARE REGARDED AS A SEPERATE ENTITY OUTSIDE THE LEGAL SYSTEM, WHICH IS A SHAME BECAUSE WITHOUT THEM CASES COULD GO UNHEARD.

8. Has the status of the interpreter in the UK legal system changed over the last few years?

I AM NOT SURE, WHAT I AM TOLD IS THAT PAY AND PERKS OF THE JOB HAVE REDUCED, I AM UNSURE IF THIS HAS IMPACTED ON THEIR STATUS

9. What does the interpreting process involve in your view?

LISTENING, UNDERSTANDING, INTERPRETING ACCURATELY CHECKING, ALSO LEGAL AND GENERAL KNOWLEDGE IN ALL THE LANGUAGES THEY USE.

THANK YOU

Respondent 4

Questionnaire for the court officials

1. How long and in what capacity have you been working for court?
14 years as a clerk/admin officer
2. Which court(s) do you mainly practise at?
Sheldon Court.
3. How long have you been using interpreters in your legal practice (years)?
14 years.
4. What is the role of the interpreter in the courtroom in your view?
To bridge the communication gap between the appellant and the Rep, Home Office + Judge. To enable the appellant to understand everything in court
5. Is there anything in particular the interpreter should/shouldn't do in your opinion?
They should be impartial, translate everything, only translate what is said. Not add or subtract anything that is said.
6. Does the presence of the interpreter have an impact on your work in the courtroom? If it does, what impact does it have?
It slows the process down which is unavoidable. They take their time getting to court
7. Is the interpreter part of the legal process or is he/she outside of it in your view? (What is the status of the interpreter in the courtroom?)
The interpreter is not part of the legal process. They are totally independent. They are there to aid communication
8. Has the status of the interpreter in the UK legal system changed over the last few years?
I think they have been downgraded. They were on a good wage but due to outsourcing they are on a lower income
9. What does the interpreting process involve in your view?
Booking an interpreter through the computer system and liaising with each other when the interpreter is being shared in more than one court. Getting interpreter signed out. Closing job on the system

THANK YOU

Respondent 5

Questionnaire for the court officials

1. How long and in what capacity have you been working for court?
20 years, judge
2. Which court(s) do you mainly practise at?
AC.
3. How long have you been using interpreters in your legal practice (years)?
30 years.
4. What is the role of the interpreter in the courtroom in your view?
Professional ^{essential} interpretation
5. Is there anything in particular the interpreter should/shouldn't do in your opinion?
impose his/her own views.
6. Does the presence of the interpreter have an impact on your work in the courtroom? If it does, what impact does it have?
It slows the hearing down.
7. Is the interpreter part of the legal process or is he/she outside of it in your view? (What is the status of the interpreter in the courtroom?)
~~Not~~ Part of the legal process.
8. Has the status of the interpreter in the UK legal system changed over the last few years?
No.
9. What does the interpreting process involve in your view?

THANK YOU

Respondent 6

Questionnaire for the court officials

1. How long and in what capacity have you been working for court?

Barrister

2. Which court(s) do you mainly practise at?

Immigration IAC & Home.

3. How long have you been using interpreters in your legal practice (years)?

2 years

4. What is the role of the interpreter in the courtroom in your view?

Interpret verbatim what the witness/individual is saying.

5. Is there anything in particular the interpreter should/shouldn't do in your opinion?

Give own opinions, views or interpretations of what was said.

6. Does the presence of the interpreter have an impact on your work in the courtroom? If it does, what impact does it have?

It obviously adds to time taken.

7. Is the interpreter part of the legal process or is he/she outside of it in your view? (What is the status of the interpreter in the courtroom?)

no status on their
(4)



Interpreter is part and parcel
of the hearing ~~if~~ if they are
being used. Has no own status in
the process

8. Has the status of the interpreter in the UK legal system changed over the last few years?

no (4)

9. What does the interpreting process involve in your view?

See 4

THANK YOU

Respondent 7

Questionnaire for the court officials

1. How long and in what capacity have you been working for court?

13 years as a Court clerk & on listing section.

2. Which court(s) do you mainly practise at?

Sheldon Court, Birmingham

3. How long have you been using interpreters in your legal practice (years)?

a long time, I have been here 13 years & we have been using them, one more.

4. What is the role of the interpreter in the courtroom in your view?

to relay the information between two parties. e.g. Appellant.

5. Is there anything in particular the interpreter should/shouldn't do in your opinion?

be professional and only interpret what the appellant says.

6. Does the presence of the interpreter have an impact on your work in the courtroom? If it does, what impact does it have?

process his things in and out.

7. Is the interpreter part of the legal process or is he/she outside of it in your view? (What is the status of the interpreter in the courtroom?)

yes he/she is.

8. Has the status of the interpreter in the UK legal system changed over the last few years?

No

9. What does the interpreting process involve in your view?

* Dress in the right Manner.

* be professional in Court.

THANK YOU

* on time.

Respondent 8

Questionnaire for the court officials

1. How long and in what capacity have you been working for court?
SOLICITOR ATTENDING COURT FOR
ASYLUM + IMMIGRATION APPEALS
2. Which court(s) do you mainly practise at?
FIRST TIER TRIBUNAL IAC BIRMAN-
STOKE, LONDON, NEWPORT
3. How long have you been using interpreters in your legal practice (years)?
13 YEARS
4. What is the role of the interpreter in the courtroom in your view?
INDEPENDENT TRANSLATION OF
ORAL EVIDENCE. NOT TO GIVE ADVICE.
5. Is there anything in particular the interpreter should/shouldn't do in your opinion?
GIVE ADVICE OR MISLEAD THE
COURT
6. Does the presence of the interpreter have an impact on your work in the courtroom? If it does, what impact does it have?
TIME
7. Is the interpreter part of the legal process or is he/she outside of it in your view? (What is the status of the interpreter in the courtroom?)
OUTSIDE, IMPARTIAL.
8. Has the status of the interpreter in the UK legal system changed over the last few years?
DELAY, DOUBLE BOOKING BETWEEN
COURTS
9. What does the interpreting process involve in your view?
ACCURATE TRANSLATION OF THE
EVIDENCE

THANK YOU

Respondent 9

Questionnaire for the court officials

1. How long and in what capacity have you been working for court?
As a defense solicitor, qualified since 2010
2. Which court(s) do you mainly practise at?
Police Station where also dealt with 14-2, Magistrates, (Budeley, Sandwell and WOL over the months).
3. How long have you been using interpreters in your legal practice (years)?
10 years
4. What is the role of the interpreter in the courtroom in your view?
to assist in translation, it's very important; it's more important to get a good interpreter;
5. Is there anything in particular the interpreter should/shouldn't do in your opinion?
should translate verbatim what is being said, and should not explain it with his own words, should not add their own view, they should not
6. Does the presence of the interpreter have an impact on your work in the courtroom? If it does, what impact does it have?
The impact is: if the interpreter is not there on time (could be capital fault) it is critical to have a back up.
7. Is the interpreter part of the legal process or is he/she outside of it in your view? (What is the status of the interpreter in the courtroom?)
work can't be done properly without the work of 14-2, I always thank them for assistance,
8. Has the status of the interpreter in the UK legal system changed over the last few years?
I don't think that they are valued as much, fees reduced => is some devaluation.
9. What does the interpreting process involve in your view?
understanding the language; availability and being able to do their job in the professional manner; some 14-2 can get too involved in the case => they are not impartial in this case.

THANK YOU

quality of interpreting diminished. (happened after contracted introduction).

1. Paralegal before 2010 -
to attended court to assist
the barrister, but not speak
on behalf of the client.
Rep. in at Mag-2 Court, Sent.
~~and Crown Court~~
5. Should not advise the client
in the respect of the evidence.
6. Impact - delay.
every thing takes twice as long.
(time is the main the issue)
10. Address: the court staff find
it difficult to pronounce the
interp.'s name;
Not all courts ask in-s to swear
an oath.
(Address the interpreter by name).
no address in most cases
during the proceedings

Respondent 10

Questionnaire for the court officials

1. How long and in what capacity have you been working for court?
Lawyer - presenting cases - over 10 yrs.
2. Which court(s) do you mainly practise at?
Immigration.
3. How long have you been using interpreters in your legal practice (years)?
over 10 years -
4. What is the role of the interpreter in the courtroom in your view?
Integral.
5. Is there anything in particular the interpreter should/shouldn't do in your opinion?
New ones under capita are not so
well good.
6. Does the presence of the interpreter have an impact on your work in the courtroom? If it does, what impact does it have?
Yes - necessary to take the evidence

7. Is the interpreter part of the legal process or is he/she outside of it in your view? (What is the status of the interpreter in the courtroom?)

The interpreter facilitates the evidence of a person who can't speak English. It allows them to understand the process - so I think

8. Has the status of the interpreter in the UK legal system changed over the last few years?

~~Yes~~ No - but the money available has reduced.

9. What does the interpreting process involve in your view?

I think it is very demanding. ✓
and difficult. He is part of the process.

THANK YOU

Respondent 11

Questionnaire for the court officials

1. How long and in what capacity have you been working for court? 6 years in total.

Solicitor Advocate, 2 years, paralegal prior to that

2. Which court(s) do you mainly practise at?

Crown Court (Wolverhampton), Magistrates'.

3. How long have you been using interpreters in your legal practice (years)?

6 years

4. What is the role of the interpreter in the courtroom in your view?

to assist the defendant and court in understanding. The court is properly understood and understood

5. Is there anything in particular the interpreter should/shouldn't do in your opinion? they are saying.

- in-er should not advise on the law; should not elaborate on what is said;

6. Does the presence of the interpreter have an impact on your work in the courtroom? If it does, what impact does it have?

It does. Sometimes it can be difficult if there is a sensitive case, slows down the proceedings, more breaks.

7. Is the interpreter part of the legal process or is he/she outside of it in your view? (What is the status of the interpreter in the courtroom?)

part and parcel (integral) one of the key things is fair trial, without the in-er it is impossible.

8. Has the status of the interpreter in the UK legal system changed over the last few years?

It has changed. Difficult with changing provisions, people are more aware the in-er's role. and need

9. What does the interpreting process involve in your view?

an amazing skill to have intricate process, very taxing they can use them if they need to.

THANK YOU

very aware of legal terminology a process behind is very complex;

10. Address: Maastricht / for interpreter

5. Should try be as accurate as possible. Should always introduce themselves, so that they can be booked outside the system.
(National Register).

6. Makes proceeding a lot slower,
takes a lot of time.

Some interp-s say prior the proceeding
that they can do simult-s.

but generally people stop.

advocate will say a few words and
look at the interpreter, the judge

Sometimes can pause a request
to pause for the in-er to
catch up.

Respondent 12 (Solicitor)

Dear Liubov,

Thank you very much for your e-mail; the pleasure was mutual.

I confirm my enthusiasm over helping in any way that I can.

It will be easiest for me if I begin with my responses to your questionnaire since I still rather struggle with the technology and then I shall move on to some as I trust helpful observations.

That said, first of all I respectfully point out that almost all participants in the court process would be likely to bridle seriously over the starting premise that they work "for" the court. Judges, legal advisers to the court and quite especially advocates whilst working AT court rightly value their independence from rather than being instruments or still less functionaries of the court. You may find that the return rate, therefore, on your questionnaire would be much enhanced were you to substitute "at" for "for".

Very well , to the questionnaire:-

Question 1:

For forty eight years as a Solicitor and as from June 1995 also as a Higher Court Advocate practising exclusively as a criminal defence practitioner generally speaking for legally aided Clients.

Question 2:

A vast number though principally over the first thirty five years of my practice at Magistrates' Courts throughout the West Midlands, primarily the Birmingham Court. Over the remaining years my advocacy practice has gravitated far more towards in the main West Midlands Crown Courts and over the last handful of years primarily the Crown Court at Wolverhampton.

Question 3:

Oh dear: again a terminological conundrum: I HOPE that I have never USED an interpreter in any conceivable sense of that word. In my legally aided and therefore publicly funded world I have indeed RETAINED interpreters at public expense for the purposes of securing instructions from Clients or defence witnesses, generally speaking at my office but sometimes at my Clients' or the witnesses' homes.

At Court I have also at public expense retained interpreters for defence witnesses where they were to give evidence in Court BUT otherwise for prosecution witnesses it has always been the responsibility of the prosecuting authority through the agency of the police in reality to secure an interpreter's services.

For the Defendants as parties to the proceedings it has always been the responsibility of the Court to secure such services.

Now, subject to that qualification, I have been defending in cases which have required the services of an interpreter for at least forty five of those forty eight years, although as might readily be imagined the frequency of such experiences has increased exponentially over the last three decades. When my life as a defence advocate was in its relative infancy, everyone would gather together in the court in question to witness the proceedings; nowadays, such cases are a daily occurrence, certainly in West Midlands Courts.

I should add that my experience of working through the medium of an interpreter has also extensively embraced police interviews after caution and other procedures following the arrest or voluntary attendance of suspects. The responsibility for arranging and paying for interpreters in such scenarios has always been that of the police.

I respectfully but strongly recommend that you adjust also the framing of this question for reasons explained above.

Question 4:

To strive for optimum communication amongst all participants.

Question 5:

Do's:

- . interpret faithfully all that is said in court by whichever participant from the moment of the calling on of the case until its conclusion;
- . make her/himself available for both pre- and post-hearing conferences between the Defendant and her/his defence advocate and/or other defence legal adviser;
- . be receptive to questions pre-hearing from the defence advocate and/or legal adviser over her/his language match with the Defendant; over any previous involvement in the case, for example as interpreter for the Defendant whilst a suspect at the police station or for a complainant or witness in the case;
- . be equally receptive to questions from the advocate or adviser pre-hearing over full name and contact details and interpreting experience and credentials, having available at all times proof of current accreditation ;
- . in those pre- and post-hearing scenarios interpret all exchanges between defence advocate/adviser and the Defendant.

Don't's:

- . add to, embellish or attempt to improve upon or explain questions and other communications during the extent of the hearing;

.enter into discussions with the Defendant and/or her/his friends and relatives in the absence of the defence advocate/adviser, save to establish the identity of the Defendant and a complete language match;

.at any time or in any circumstances offer a legal or any other advice to the Defendant and/or any third party;

.divulge what may have transpired in pre- or post- hearing conferences to any third party;

.absent her/himself from Court until the hearing itself and any post-hearing conference obligation should have been finalised.

Question 6:

The needs of the interpreter need to be respected and accommodated. Considerations of the interpreter's safety, comfort, need for breaks, ability to hear and opportunity to interpret WILL of necessity require adjustments to the advocate's position and speed of delivery and a readiness to call upon the tribunal and/or legal adviser to address the Defendant in the first person.

Question 7:

The status of the interpreter is that of a professional participant of equal standing to all other participants in the proceedings. She/he is part of the legal process as with all other participants.

Question 8:

Yes, although a full recognition of that professional role and status is still very much work in progress.

In the times when interpreted hearings were a rarity-and understandably-engagement was usually ad hoc and no or little thought was ever given to language matches or qualifications other than an apparent grasp of the instant language.

Things have moved on but any reliable, still less holistic, approach to training, accreditation and continuing professional development remains a chimera.

Question 9:

What it most certainly does NOT involve is the interpreter as a mere conduit.

Irrespective of paymaster, the task of the interpreter is to enable to the best of her/his ability complete comprehension for all relevant parties.

That process itself requires the conveyance of meaning where that of necessity precludes ANY attempt at a word for word interpretation.

Also, there must be scope for an awareness of serious impropriety on the part of other participants in the process just as with any other citizen.

I do hope that the above is helpful to you.

There is rather more that we might profitably discuss at a face to face meeting and I would be most pleased to arrange such a meeting with you whether here at our home in King Heath or at University or at any other venue convenient to yourself; my time currently is freer than yours, I am sure.

I have firm ties with my office even though I am currently on at the very least what might be considered a sabbatical whilst in recovery from a broken leg and so I have any number of advocates on tap for you and I also know any number of Judges and at the lower court level legal advisers where I know that they would gladly talk to you if I asked them.

Also I have close ties with my professional body and members of its criminal law committee.

Do please let me know what old be easiest for you.

With very best wishes

Respondent 13 (Barrister, Chamber No. 5)

Questionnaire for the court officials

10. How long and in what capacity have you been working at court?
15 years, as a barrister
11. Which court(s) do you mainly practise at?
County Courts across the Midlands
12. Did you have an experience of working with interpreters in your legal practice? (If yes, how long for?)
Yes, throughout this time
13. What is the role of the interpreter in the courtroom in your view?
To literally translate everything said in Court
14. Is there anything in particular the interpreter should/shouldn't do in your opinion?
- The interpreter should
- Recognize that they are there to literally translate what is said, without adding their own spin or explanation
 - Be fluent in both languages
 - Have no personal connection to the party/witness who requires the translation
 - Ask for assistance from the Court if the party/witness says they are unable to understand the question
 - Adopt the tenor of the advocate
- The interpreter should not
- Rephrase questions or answers, unless at the specific instruction of the Court/advocate
 - Discuss matters with the party/witness in their own language, unless at the specific instruction of the Court/advocate, and only if all such discussions are translated word-for-word for the benefit of the Court
 - Assist the witness in providing their answers
 - Suggest possible answers to the witness
 - Seek to justify the witness's answers to the Court
15. Does the presence of the interpreter have an impact on your work in the courtroom?
If it does, what impact does it have?

Yes. It makes proceedings take longer. It also dampens the effect of cross-examination – nuances are lost, the force of questions is lost, the tenor of the questions is lost. Equally, the nuance and tenor of the answers are lost. It is far more difficult to put witnesses under pressure in XX when the questions have to be translated for them, and far more difficult to use the answers to demonstrate the unreliability of the witness as it is rarely clear whether they are ducking the question or have simply misunderstood it as a result of the limits of translation/poor translation.

16. Is the interpreter part of the legal process or is he/she outside of it in your view?
(What is the status of the interpreter in the courtroom?)

The interpreter should be a neutral part of the process.

17. Has the status of the interpreter in the UK legal system changed over the last few years?

Not in my experience.

18. What does the interpreting process involve in your view?

See answers above.

THANK YOU

Clarification on “literal translation”:

LG: “Could I please also ask you for some clarification on one of the answers to make sure I understood it correctly? Could you please tell me what do you mean by “to literally translate”? Do you mean here “word-for-word” translation or something different? “

EG: “No problem Liubov! By “literally”, yes I mean word-for-word translation (or as close to as possible – I realise this is not possible for every word/phrase in every language). I find a real problem with interpreters re-phrasing the questions and answers – often simply trying to be helpful – not realising that they are changing the nuances or the impact of the evidence.”

Respondent 14

Questionnaire for the court officials

1. How long and in what capacity have you been working for court? I am a defence solicitor and appear at Magistrates, Crown Court and at Police Station.
I have been a qualified solicitor for 9 months. Prior to this I have been a police station representative since 2011.
2. Which court(s) do you mainly practise at?
Please see above.
3. How long have you been using interpreters in your legal practice (years)?
Since 2011 and range from ~~courts~~ courts, Police Stations and office.
4. What is the role of the interpreter in the courtroom in your view?
To translate speech from one language to another
5. Is there anything in particular the interpreter should/shouldn't do in your opinion?
An interpreter must always translate word for word.
At times some translators break this rule and could have huge impacts on the interpretation.
6. Does the presence of the interpreter have an impact on your work in the courtroom? If it does, what impact does it have? Interpreters are very important and help us bridge the gap of translating speech to one that is understood by all. Although, it makes proceedings longer without their help proceedings could be a lot longer.
7. Is the interpreter part of the legal process or is he/she outside of it in your view? (What is the status of the interpreter in the courtroom?)
Yes, without them, witnesses will not be able to understand the law and procedure. The status of the interpreter should be similar to an officer of the court because they are there to assist.
8. Has the status of the interpreter in the UK legal system changed over the last few years?
I don't believe it has since I've been in practice from 2011.
9. What does the interpreting process involve in your view?
 - Interpreting is one of trust due to the nature of work ~~it~~ is privacy, working with other professionals.
 - Interpreters need to be aware of dates, place to visit, duration required, the language that will be used and the type of people they will meet.

THANK YOU

Respondent 15 (Criminal Barrister)

THE ROLE OF THE INTERPRETER IN THE CROWN COURT

1. What is the role of the interpreter in court in your view? The interpreter's primary role is to interpret faithfully for the person in question. The interpreter should as accurately as possible translate the exchanges between the assisted person and their legal team. That should be a "warts and all" interpretation. If there is an ambiguity in the question or the answer then that should be highlighted.
2. Does the presence of the interpreter have an impact on your work in the courtroom? If it does, what impact does it have? The use of interpreters usually slow down the proceedings to the speed of accurate translation. That is not necessarily detrimental to the administration of justice. Barristers, judges and solicitors are normally familiar with the workings of the court and are apt to use shorthand terms and procedures that are not always understood by all in court. In addition the interpreter can give the assisted person confidence in the proceedings.
3. How would you overall rate your experience of interpreter-mediated trials? (Positive/ Negative?) Any particular difficulties or concerns?

Overall the provision of a properly qualified interpreter is of great assistance in the conduct of trial proceedings. The principle negative feature is where the interpreter starts to give their view on the proceedings to the assisted person. The second negative feature is where it appears that the interpreter and the assisted person appear to be having a private conversation when the assisted person is giving evidence.

4. I am happy to provide further information if it will assist.

18th March 2015

Online Survey for Court Officials and Legal Professionals

| | 1. How long and in what capacity have you been working at court? | 2. Which court(s) do you mainly practise at? | 3. Did you have an experience of working with interpreters in your legal practice? (If yes, how long for?) |
|-----------------|---|---|---|
| Resp.16 | 20 years as a barrister | Old Bailey, Blackfriars, Wood Green, Snaresbrook, Southwark | Yes over the last 20 years monthly |
| Resp.17. | Solicitor, 8 years | Royal Courts of Justice | Yes. 4 years off and on. |
| Resp.18 | Solicitor | Warwickshire and Coventry Magistrates | Yes -20 plus years |
| Resp.19 | As a barrister for 22 years | First and Upper Tiers Asylum and Immigration Chamber, High Court. | Yes - for 22yrs |
| Resp.20 | Used to work at magistrate's Court as a paralegal for a private criminal law firm for 12 months. The role involved assisting the barristers and advocates with the case preparation for all of the cases. | Don't practise at court anymore.. | Yes. During my time working as a paralegal for a private immigration firm we needed to prepare cases to go to trial at the first tier and upper tribunals. At times, this involved booking interpreters for our clients.. |

| | 1. How long and in what capacity have you been working at court? | 2. Which court(s) do you mainly practise at? | 3. Did you have an experience of working with interpreters in your legal practice? (If yes, how long for?) |
|----------------|---|--|--|
| Resp.21 | 6 years as legal linguist | Immigration, Civil, Criminal, Magistrates, Crown Courts | I worked as a legal linguist for 6 years |
| Resp.22 | Solicitor, 15 years | I dont usually attend court and haven't done for the last few years when legal aid agency fees were cut. | I instruct interpreters in the preparation of cases and at the police station |
| Resp.23 | Legal advisor for 10 years in immigration law. Previously I had done worked as a solicitor from 1994 to 2000. | Immigration and asylum tribunals. | Yes for about 10 years but only when my clients are interviewed by the courts or home office. |

| | 1. How long and in what capacity have you been working at court? | 2. Which court(s) do you mainly practise at? | 3. Did you have an experience of working with interpreters in your legal practice? (If yes, how long for?) |
|----------------|---|--|---|
| Resp.24 | Solicitor. In 2013 assisting both applicants and defendants during international child abduction cases at the High Court of Justice of England and Wales | High Court of Justice of England and Wales | For 3 months in 2013 |
| Resp.25 | I havd been working as a court interperter around 1999-2002. Between 2002 and 2004 I worked as a criminal case worker. Since 2011 i work as a criminal practitioner/solicitor/advocate. | Predominantly at Birmingham Magistrates Court but occassionally other Magistartes Court in Black Country and Midlands. | Yes. I would say i come across criminal clients who require services of interperTERS on a regular but not frequent basis. |
| Resp.26 | 25 + working for defence solicitors | Birmingham Crown Court | yes for the duration of a case |
| Resp.27 | Solicitor, About 4 years | Family Court | Yes - sometimes I have clients who are seeking a Child Arrangement Order from the Family Court and require assistance of an interpreter |

| | 4. What is the role of the interpreter in the courtroom in your view? |
|----------|--|
| Resp.16 | To ensure defendant fully understands linguistically all that is happening during his/her proceedings LG: Linguistic support |
| Resp.17. | To translate communications and to also provide assistance to counsel regarding culture. LG: translation + cultural expert |
| Resp.18 | Articulate language in English from another language LG: interpreter/ linguistic support |
| Resp.19 | The Interpreter is the essential link allowing an Appellant or witness to understand what is happening in the case. LG: Essential |
| Resp.20 | To assist both the client and the court in relaying accurate information from the client for the information of the court. LG: FOC |

| | 4. What is the role of the interpreter in the courtroom in your view? |
|---------|---|
| Resp.21 | <p>The role is of crucial importance in making sure everyone understand what is being said. LG: crucial/important</p> <p>It is a dramatic breach of anyone's right to justice and fairness of process if there is language barrier.</p> |
| Resp.22 | To facilitate communication from and to the defendant and the court LG: FOC |
| Resp.23 | To accurately interpret what they hear from the witness. LG: Accurate/faithful renderer |

| | 4. What is the role of the interpreter in the courtroom in your view? |
|---------|---|
| Resp.24 | Ensuring that foreign nationals who have difficulty in speaking or understanding English are relayed information correctly and can present their cases correctly in court. LG: faithful renderer |
| Resp.25 | The role of the interpreter in the courtroom is orally translating the spoken word between two languages in a completely accurate and unbiased manner. A courtroom interpreter will assist legal proceedings to run smoothly by ensuring that the participant can be understood. In criminal courts, the right to an interpreter is an integral part of the right to a fair trial. It is a principle of English Common Law that the Defendant must be able to understand the charges made against them and be able to properly defend themselves. Where the need for an interpreter arises, his/her competence is pivotal to an outcome of the proceedings. LG: FOC |
| Resp.26 | An interpreter is integral to court proceedings when the case is not in the defendant's first language, it is necessary for a fair legal system LG: integral |
| Resp.27 | To accurately translate technical legal terminology to the client and ensure the client is able to give an informed decision on their instructions to me LG: neutral conduit |

| | 5. Is there anything in particular the interpreter should/shouldn't do in your opinion? |
|----------|---|
| Resp.16 | Provide advice on the law or evidence! |
| Resp.17. | An interpreter should never give advice to a defendant or try and persuade them to take a particular position. When taking instructions, they should not answer questions from the defendant (client) before interpreting the question to the lawyer, and the response to the question should come from the lawyer, not directly from the interpreter. They should remain impartial. The interpreter should not summarise what is said but interpret word for word. They should not filter anything that is said but rather include everything. |
| Resp.18 | Have their own conversations when in work, eg. I'm taking instructions. |
| Resp.19 | Always interpret verbatim and never summarise what is being said. |
| Resp.20 | They shouldn't get emotionally attached with a case/client and form any opinions to help the client's case. They should always reserve judgment. |

| | 5. Is there anything in particular the interpreter should/shouldn't do in your opinion? |
|---------|--|
| Resp.21 | <p>There's a code of conduct for legal interpreters who attend tribunals.</p> <p>Interpreters play a vital role in the process of justice.</p> <p>Legal interpreters should not be biased or have any inclination towards any side. They are the ones who are heard by all.</p> <p>For the defendants, the interpreter's voice is the judge, the prosecution, the solicitor and the court clerk. For all the persons present in court, the interpreter is the defendant's voice.</p> <p>The interpreter should even be able to take the same tone and intonation of the speaker.</p> <p>The interpreter should be able to assess the session and the person they are going to interpret for. Actually it's a matter of seconds for experienced interpreters to assess for example whether the non-English speaker is educated enough to understand the equivalents in the other language. Because sometimes people have not even heard the legal words in their own language.</p> <p>The interpreter should be able to translate in a way that is comprehensible for all in the court room.</p> <p>The interpreter should be prepared for any unexpected incidents such as sudden change of mood or even worse incidents.</p> <p>The interpreter should present themselves as professional and unbiased. They shouldn't try to advise anyone or make comments about anything.</p> <p>Throughout the session, the interpreter must practice integrity and try to speak clearly and try their best to provide the same understandable equivalents for the words and sentences to avoid any misunderstandings.</p> <p>The interpreter should behave in a way that no one feels discrimination or humiliated. They even should be very careful about their tone.</p> |
| Resp.22 | They should not make assumptions or fill in any gaps, they should translate word for word wherever possible |
| Resp.23 | Provide assistance to the case in any way as often this leads to problems. |

| | 5. Is there anything in particular the interpreter should/shouldn't do in your opinion? |
|---------|---|
| Resp.24 | The interpreter should remain objective and not become emotionally involved with a case, and should be skilled in explaining complex legal terminologies in a plain English style to non-lawyers to ensure that non-lawyers understand legal phrases. They should also be skilled in emotional communication as court cases are often emotional and thus, the ability to portray the emotions of the individuals whom they are representing through their communication style is very important to convey their emotional state to the court. This can play an important part in the presentation of a legal argument to the court. |
| Resp.25 | As human, we are prone to develop our own understanding of the situation and sometimes withholding our views and opinions is challenging. The interpreter is at the receiving end of truth and lie and as thus should withdraw form channelling his views as it might lead to consequences determining the outcome. |
| Resp.26 | the interpreter should not try to assist with an interpretation of the answer, they should interpret exactly what is said |
| Resp.27 | provide their opinion on what the client should do if the client has a list of options to choose from |

| | 6. Does the presence of the interpreter have an impact on your work in the courtroom? If it does, what impact does it have? | 7. Is the interpreter part of the legal process or is he/she outside of it in your view? (What is the status of the interpreter in the courtroom?) |
|----------|---|---|
| Resp.16 | Yes, it makes the process a little slower, but is of overwhelmingly positive impact - ensures fairness to defendant and makes the defendant feel less alone/isolated | The interpreter is independent of the process but integral to its fairness |
| Resp.17. | Yes. They are immensely valuable when dealing with clients (defendants) who cannot speak English. They also provide support for understanding the context of the offending (criminal matters) where culture is a relevant factor. | Yes. The role of the interpreter is to translate |
| Resp.18 | Helps in ensuring clear articulation of ideas | Should rightly be independent |
| Resp.19 | Helps with client comprehension. Obviously it slows down procedure to allow Interpreting. | Independent of the parties but essential part of process of the court. |
| Resp.20 | No. | I would say outside the process as not all legal cases require this service. The status of the interpreter in the courtroom is to uphold the law, act justly and in good faith. |

| | 6. Does the presence of the interpreter have an impact on your work in the courtroom? If it does, what impact does it have? | 7. Is the interpreter part of the legal process or is he/she outside of it in your view? (What is the status of the interpreter in the courtroom?) |
|----------------|---|---|
| Resp.21 | The interpreter should behave in a way that no one feels there is more difficulty during the hearing because of language barrier. | <p>It is a very difficult question to answer. The reason is that we can't exclude the interpreter from the process neither we can consider them inside the process because they should have personal no impact on the procedure such as how the hearings go along.</p> <p>No-one should have to sense the presence of the interpreter as an intruder who disrupts the process.</p> <p>Sometimes the court staff are not even aware of how they should behave with an interpreter.</p> <p>Also, some of them are not trained and sometimes have biased views about a particular race. It has been to the extent that I, as the court interpreter, felt that I was being tried for an offence I had never done.</p> |
| Resp.22 | No | They are an independent person in my view and should be completely impartial |
| Resp.23 | It slows down the process but does give time to reflect on the case as you go along. | The interpreter is part of the legal process but often I find interpreters do consider themselves quasi lawyers. |

| | 6. Does the presence of the interpreter have an impact on your work in the courtroom? If it does, what impact does it have? | 7. Is the interpreter part of the legal process or is he/she outside of it in your view? (What is the status of the interpreter in the courtroom?) |
|---------|--|--|
| Resp.24 | Yes. It assists with ensuring that foreign nationals who have difficulty in speaking or understanding English are relayed information correctly and can present their cases correctly in court. It also relaxes foreign nationals who can be very nervous and scared in court by having a native language speaker alongside them which assists with the overall presentation of their case to the court. | Part of the legal process. As detailed above, the interpreter ensures that foreign nationals who have difficulty in speaking or understanding English are relayed information correctly and can present their cases correctly in court. The interpreter is an integral part of the right to a fair trial. It is a principle of English common law that a defendant must be able to understand the charges made against them and be able to properly defend themselves. |
| Resp.25 | Of course, presence of an additional party always has its impact. However necessary it is to have an interpreter, it does slow the process down and often leads to an emotional detachment of the witness. In turn, it may lead to different picture of the account to be created. | The interpreter is a part of legal process and has physical and visual presence. If the interpretation is contested, the interpreter himself might become a witness at court. However, the most efficient interpreters would ensure the interpretation runs so smoothly that the Court/Court participants pay almost no attention to the interpreter and instead fully concentrate on the facts of the case. |
| Resp.26 | it would extend the court time, but i would consider this necessary and important | the interpreter is extremely important, enables the defendant to put forward his case |
| Resp.27 | its helpful if the interpreter sticks to their remit of what they are asked to interpret. Sometimes interpretation can get lost in translation and i have to then choose my words carefully for the interpreter to interpret to the client. it is helpful when the interpreter has extensive legal knowledge of the processes and therefore able to interpret to the client accurately | I wouldn't say an interpreter is part of the legal process. I think it is just to have an interpreter. Their status in the court room is pivotal in achieving a just and equitable result. |

| | 8. Has the status of the interpreter in the UK legal system changed over the last few years? |
|----------|---|
| Resp.16 | I find Judges often more ready now than they should be to say defendant doesnt need an interpreter even when counsel believes they do |
| Resp.17. | N/A. |
| Resp.18 | More involved; depending on individual style |
| Resp.19 | No |
| Resp.20 | No. |

| | 8. Has the status of the interpreter in the UK legal system changed over the last few years? |
|---------|---|
| Resp.21 | <p>Due to lack of proper training for legal interpreters, the court staff members, and also other issues such as payments and cancellations, more and more professional linguists leave the industry every month.</p> <p>And it has directly affected the quality of services for the Home Office, Ministry of Justice, and the Police.</p> <p>I strongly believe that the current laws and regulations for language services are totally unfair. It's not always about the payments but also the fact that no one seems to care about the horrible experiences interpreters have to face.</p> <p>The assessment of interpreting services should be done strictly however some assessors do not behave as professionally as they should. For instance, they have to remain anonymous and unbiased however they approach the interpreters during the hearings and after and even try to show off about their job. Their reports are mainly files of speculation rather than taking reality into consideration.</p> <p>I've witnessed so many issues caused by them.</p> <p>I believe there is not even training for the assessors.</p> <p>It may seem unbelievable but the reality is that no one apparently cares for what has been happening in the industry.</p> <p>May I also mention that in my own years of legal language services, I have experienced racial abuse, discrimination, insult, intimidating words and behaviours by the court and tribunal staff members.</p> <p>It has even happened more than 6 times on different occasions that I asked for directions from a court staff but heard such unpleasant replies from them that made me unable to concentrate during the whole day.</p> <p>As I said unfortunately the authorities do not seem to care about these issues.</p> |
| Resp.22 | No |
| Resp.23 | No. |

| | 8. Has the status of the interpreter in the UK legal system changed over the last few years? |
|---------|---|
| Resp.24 | <p>An interpreter is and always has been an integral part of the right to a fair trial in the UK legal system. Although this has always been the case, this is now more important than ever in the UK as the non-British population of the UK has increased over the last few years and an estimated one in seven people living in the UK today was born outside the country. As of June 2020 there were approximately 815 thousand Polish people living in the UK, the highest non-British population at this time. Romanians were the second largest nationality at 404 thousand, followed by Indian nationals who numbered approximately 361 thousand.</p> |
| Resp.25 | <p>I think the field of interpretation received a global recognition as a fast growing industry which is applicable to legal system in the UK. Main change, in my opinion, derives from the fact that a great volume of interpreting is now conducted remotely which affects overall running of criminal proceedings as we see it at police stations and courts.</p> |
| Resp.26 | <p>they are instructed more to get a fair and just trial for a defendant</p> |
| Resp.27 | <p>i dont think so</p> |

| | 9. What does the interpreting process involve in your view? | 10. If you would like to be contacted regarding the results of this research please provide your email address. |
|-----------------|--|---|
| Resp.16 | Communication of court proceedings to defendant to language they understand and of the defendants evidence and instructions to the court | rcrimmins@furnivalllaw.co.uk |
| Resp.17. | Giving the client (defendant) the ability to fully understand and engage in the court process. To allow clear communication with the client. | Luke.claasen@gmail.com |
| Resp.18 | Getting the most precise point across from another language | No thanks you |
| Resp.19 | Listening, comprehending and conveying literally what is being said by all parties during the proceedings. | tasaddat@hotmail.com |
| Resp.20 | A clear mind, no bias, a passion to deliver accuracy. | |

| | 9. What does the interpreting process involve in your view? | 10. If you would like to be contacted regarding the results of this research please provide your email address. |
|---------|--|---|
| Resp.21 | I have explained that in the other questions. | m.bahram@gmx.co.uk |
| Resp.22 | Facilitates communication between defendants and their legal representatives and the State's representatives | |
| Resp.23 | Firstly the interpreter should be able to speak and understand the languages he is interpreting. Often I have found their English is not adequate to make a positive contribution through this has improved over time. | |

| | 9. What does the interpreting process involve in your view? | 10. If you would like to be contacted regarding the results of this research please provide your email address. |
|----------------|--|---|
| Resp.24 | The three main actions are 1) listen actively (understand), 2) analyse and assimilate and 3) reproduce (communicate). Interpreters must listen to be able to remember and reproduce accurately and faithfully in another language what was said. They then must analyse and prioritise the information and segregate factual information from opinion and thirdly, communicate the translated information in an engaging manner. | |
| Resp.25 | Probably assessing and understanding that firstly the interpreting is to be conducted in a commonly spoken language between the interpreter and the recipient of the interpreting services; secondly, that the interpreting can be conducted impartially; thirdly, the interpreter can demonstrate high professional standards for courtroom demeanor and is in a position to appropriately assist the court. | narminarafiq@gmail.com |
| Resp.26 | listening to the question to be asked of the defendant and interpreting the exact response, I think attention to detail is important | |
| Resp.27 | to be able to interpret accurately legal advice and options to a client | nayab.mughal@eplegal.uk |

APPENDIX 10: ONLINE SURVEY FOR INTERPRETERS (SECOND ROUND)

| | 1. What Source and Target languages do you work with? | 2. Number of years of experience in court interpreting: | 3. Which courts have you interpreted for? Please tick all that apply | 4. What are your qualifications/professional memberships? | 5. Are you registered with NRPSI? | 6. Age group | 7. Gender | 8. How would you describe your role in the courtroom? |
|--------|---|---|--|--|-----------------------------------|--------------|-----------|--|
| Resp.1 | PT -EN | 5-10 years | Magistrates' Court;County (Civil) Court;Youth Court;Crown Court;Coroner's Court;Tribunals (eg. employment tribunal, immigration) | | Yes | 30-39 | Female | Communication facilitator/ culture broker |
| Resp.2 | Indonesian English | Over 10 years | Magistrates' Court;County (Civil) Court;Crown Court;Coroner's Court;Tribunals (eg. employment tribunal, immigration);International Law Tribunals | MCIOL MITI APCI NRPSI Metropolitan Police Test | Yes | 60+ | Male | Interpreter |
| Resp.3 | Polish | Over 10 years | Magistrates' Court;County (Civil) Court;Youth Court;Crown Court;Coroner's Court | DPSI, NRPSI | Yes | 40-49 | Female | facilitator |
| Resp.4 | Urdu | 5-10 years | Magistrates' Court;County (Civil) Court;Youth Court;Crown Court;Tribunals (eg. employment tribunal, immigration) | DPI | Yes | 60+ | Female | To interpret in first person ,Always interpret what is being said without addition or subtraction. |
| Resp.5 | ROMANIAN | 5-10 years | Magistrates' Court;County (Civil) Court;Youth Court;Crown Court;Tribunals (eg. employment tribunal, immigration) | DPSI(LAW), DPI, Dip Trans Law, Dip Trans Business, CIOL (CL), APCI | Yes | 40-49 | Female | INTERMEDIARY |
| Resp.6 | English Russian | Over 10 years | Magistrates' Court;County (Civil) Court;Youth Court;Crown Court;Tribunals (eg. employment tribunal, immigration);International Arbitration | DPI, RPSI, MACI, MITI, MAPCI, MemberOF SOMI, AIC pre-candidate | Yes | 50-59 | Female | An interpreter |

| | 1. What Source and Target languages do you work with? | 2. Number of years of experience in court interpreting: | 3. Which courts have you interpreted for? Please tick all that apply | 4. What are your qualifications/professional memberships? | 5. Are you registered with NRPSI? | 6. Age group | 7. Gender | 8. How would you describe your role in the courtroom? |
|---------|---|---|---|--|-----------------------------------|--------------|-----------|---|
| Resp.7 | English, Spanish | Over 10 years | Magistrates' Court;County (Civil) Court;Crown Court;Tribunals (eg. employment tribunal, immigration);High Court | DPSI, MCioL, MITI | Yes | 50-59 | Female | I am just another party helping with the process. |
| Resp.8 | Bulgarian and English | Over 10 years | Coroner's Court;Tribunals (eg. employment tribunal, immigration) | Over 10 qualifications and MCIL member | No | 30-39 | Female | Highly important |
| Resp.9 | Turkish - English | Over 10 years | Magistrates' Court;County (Civil) Court;Youth Court;Crown Court;Tribunals (eg. employment tribunal, immigration) | DPSI LAW and Metropolitan Police Test | Yes | 60+ | Male | Communication facilitator |
| Resp.10 | From French and from German into English and vice versa | Over 10 years | Magistrates' Court;County (Civil) Court;Youth Court;Crown Court;Tribunals (eg. employment tribunal, immigration);Royal Courts of Justice (High Court) | DIPSI in French (Law) and DIPSI in German (Law) plus Diploma in Legal Translation, French and German (Polytechnic of Central London) | No | 60+ | Male | To faithfully translate what is said in the source language into the target language. |
| Resp.11 | ITALIAN | 1-3 years | Magistrates' Court;Crown Court;Tribunals (eg. employment tribunal, immigration) | DPI | Yes | 60+ | Female | LANGUAGE/COMMUNICATION FACILITATOR BETWEEN THE PARTIES |
| Resp.12 | English/British Sign Language | 5-10 years | Magistrates' Court;Crown Court;Coroner's Court;Tribunals (eg. employment tribunal, immigration);Family Court | UCLAN Postgraduate Diploma in BSL/English Interpreting, NRCPD registration, ASLI and EFSLI membership. | No | 50-59 | Female | British Sign Language Interpreter |
| Resp.13 | English<>Portuguese | Over 10 years | Magistrates' Court;County (Civil) Court;Youth Court;Crown Court;Tribunals (eg. employment tribunal, immigration) | DPSI, DipTrans/NRPSI, CioL | Yes | 50-59 | Female | As a language conduit between all parties involved. |
| Resp.14 | English/Tamil | 5-10 years | Magistrates' Court;County (Civil) Court;Crown Court;Tribunals (eg. employment tribunal, immigration) | | Yes | 40-49 | Male | Facilitating communication |

| | 1. What Source and Target languages do you work with? | 2. Number of years of experience in court interpreting: | 3. Which courts have you interpreted for? Please tick all that apply | 4. What are your qualifications/professional memberships? | 5. Are you registered with NRPSI? | 6. Age group | 7. Gender | 8. How would you describe your role in the courtroom? |
|---------|---|---|---|---|-----------------------------------|--------------|-----------|---|
| Resp.15 | Slovak | Over 10 years | Magistrates' Court;County (Civil) Court;Youth Court;Crown Court;Coroner's Court;Tribunals (eg. employment tribunal, immigration);High Court | DPSI, MA/CIOL, NRPSI | Yes | 30-39 | Female | Voice |
| Resp.16 | Slovak | Less than 1 year | Magistrates' Court;County (Civil) Court;Youth Court;Crown Court;Tribunals (eg. employment tribunal, immigration) | Dpsi | No | 30-39 | Male | Important |
| Resp.17 | English-Latvian | 5-10 years | Magistrates' Court;Youth Court;Crown Court;Tribunals (eg. employment tribunal, immigration) | Dpsi | No | 40-49 | Female | |
| Resp.18 | Turkish - English | 1-3 years | Magistrates' Court;County (Civil) Court;Crown Court;Tribunals (eg. employment tribunal, immigration) | dpsi | No | 30-39 | Male | Interpreter for the client. |
| Resp.19 | Chinese | Over 10 years | Magistrates' Court;County (Civil) Court;Crown Court;Tribunals (eg. employment tribunal, immigration) | MCIL CL | Yes | 60+ | Male | I worked as a witness care /CPS Interpreter or as a defence interpreter . |
| Resp.20 | Hungarian, German, English | Over 10 years | Magistrates' Court;County (Civil) Court;Youth Court;Crown Court;Tribunals (eg. employment tribunal, immigration) | MCIL, Dip Trans, DPSI | No | 50-59 | Female | important |
| Resp.21 | Arabic & English | 5-10 years | Magistrates' Court;County (Civil) Court;Youth Court;Crown Court | BA, DPSI, DPI | Yes | 40-49 | Female | I would describe my role as crucial because the interpreter is the medium that facilitate communication between the parties involved, while making sure the non English speaking individual is appropriately informed in his/her native language of the court process and the matter in hand. |

| | 1. What Source and Target languages do you work with? | 2. Number of years of experience in court interpreting: | 3. Which courts have you interpreted for? Please tick all that apply | 4. What are your qualifications/professional memberships? | 5. Are you registered with NRPSI? | 6. Age group | 7. Gender | 8. How would you describe your role in the courtroom? |
|---------|---|---|--|--|-----------------------------------|--------------|-----------|---|
| Resp.22 | Spanish / English | 1-3 years | Magistrates' Court;County (Civil) Court;Crown Court;Tribunals (eg. employment tribunal, immigration) | DPSI / DipTrans / CIOL member / NUPIT member | No | 50-59 | Female | Facilitating the participation of Spanish speakers. |
| Resp.23 | Farsi& Dari | Over 10 years | Magistrates' Court;County (Civil) Court;Youth Court;Crown Court;Tribunals (eg. employment tribunal, immigration) | MA in International Studies, DPSI in English Law, Met Police Test. | Yes | 60+ | Male | To be independent, impartial, just translate the words and sentences without add or ignore . |
| Resp.24 | Indonesian-English vice versa | Over 10 years | Magistrates' Court;County (Civil) Court;Crown Court;Coroner's Court;Tribunals (eg. employment tribunal, immigration);Royal Courts of Justice | MCIOI MITI APCI NRPSI Metropolitan Police Test | Yes | 60+ | Male | Interpreter - ensuring complete comprehension |
| Resp.25 | Hungarian and English | Over 10 years | Magistrates' Court;County (Civil) Court;Crown Court | NRPSI, APCI, CIOL, IoLET | Yes | 40-49 | | Interpreter |
| Resp.26 | English, Italian, French | Over 10 years | Magistrates' Court;County (Civil) Court;Youth Court;Crown Court;Coroner's Court;Tribunals (eg. employment tribunal, immigration);Royal Courts of Justice | BA Hons, Dip Trans, DPSI x 2, Diploma in Conference Interpreting, Met Interpreting test x 2; CIOL, NRPSI, APCI | Yes | 50-59 | Female | Necessary to prevent misunderstandings; at the court's disposal; treading a fine linguistic line between sticking to the script and making sure the client can understand |
| Resp.27 | Urdu | Over 10 years | Magistrates' Court;Tribunals (eg. employment tribunal, immigration) | DPSI in law,local govt.and health | Yes | 60+ | Male | |

| | 1. What Source and Target languages do you work with? | 2. Number of years of experience in court interpreting: | 3. Which courts have you interpreted for? Please tick all that apply | 4.What are your qualifications/professional memberships? | 5. Are you registered with NRPSI? | 6. Age group | 7. Gender | 8. How would you describe your role in the courtroom? |
|---------|---|---|--|---|-----------------------------------|--------------|-----------|---|
| Resp.28 | English, Slovak, Czech | 5-10 years | Magistrates' Court;County (Civil) Court;Youth Court;Crown Court;Tribunals (eg. employment tribunal, immigration) | DPSI, Met test, DPI, DipTrans | No | 30-39 | Female | Independent party assisting with communication between English and non-English speakers. |
| Resp.29 | ENGLISH, ROMANIAN | Over 10 years | Magistrates' Court;County (Civil) Court;Youth Court;Crown Court;Tribunals (eg. employment tribunal, immigration) | DPSI Law, Health | Yes | 40-49 | Female | facilitator of communication between Court professionals and non English speaker |
| Resp.30 | French, Spanish and Portuguese | Over 10 years | Magistrates' Court;County (Civil) Court;Crown Court;Tribunals (eg. employment tribunal, immigration) | University and DPSI Law | Yes | 60+ | Female | A link between the judge and the litigant |
| Resp.31 | I mainly work in the legal field and my language is Italian | Over 10 years | Magistrates' Court;County (Civil) Court;Youth Court;Crown Court;Coroner's Court;Tribunals (eg. employment tribunal, immigration) | | Yes | 60+ | Female | I describe myself as being a parrot with the only difference that I change the language when repeating what is being asked/said |
| Resp.32 | Urdu-English and Mirpuri-English | Over 10 years | Magistrates' Court;County (Civil) Court;Youth Court;Crown Court;Coroner's Court;Tribunals (eg. employment tribunal, immigration) | DPSI x 2. I am a full member of the NRPSI. BA Honours Social Work and I am registered with the HCPC as a social worker. | Yes | 30-39 | Female | Important but undervalued |
| Resp.33 | English/Polish | Over 10 years | Magistrates' Court;County (Civil) Court;Crown Court | DPSI, DipTrans, CIOL, NRPSI | Yes | 60+ | Male | eliminating the language barrier between court users |

| | 1. What Source and Target languages do you work with? | 2. Number of years of experience in court interpreting; | 3. Which courts have you interpreted for? Please tick all that apply | 4. What are your qualifications/professional memberships? | 5. Are you registered with NRPSI? | 6. Age group | 7. Gender | 8. How would you describe your role in the courtroom? |
|---------|---|---|---|--|-----------------------------------|--------------|-----------|---|
| Resp.34 | Source: Polish; Target: English | 1-3 years | Magistrates' Court; County (Civil) Court; Crown Court | DPSI in English Law | No | <29 | Male | I am there to facilitate with the communication and to ensure that everyone gets their voice heard, regardless of what their involvement in the case is. |
| Resp.35 | Russian and English | Over 10 years | Magistrates' Court; County (Civil) Court; Crown Court; Tribunals (eg. employment tribunal, immigration); High Court (maritime, commercial, family division), LCIA | BA, MA, PhD (English/Linguistics); Law Degree. member of ITI, CIOI and NRPSI | Yes | 50-59 | Female | Interpreter |
| Resp.36 | Russian/English | 1-3 years | Magistrates' Court; County (Civil) Court | | No | 30-39 | Female | Facilitator, helper for the defendant |
| Resp.37 | Mandarin Chinese and English | 5-10 years | Magistrates' Court; County (Civil) Court; Crown Court; Tribunals (eg. employment tribunal, immigration) | DPSI (Law), Dip Trans, ITI, CIOI, NRPSI, AIT, | Yes | 40-49 | Female | linguist and cultural experts working with legal professionals in the courtroom to facilitate communication between speakers of languages other than English and other parties as effective and accurate as possible. |
| Resp.38 | French and English | Over 10 years | Magistrates' Court; County (Civil) Court; Youth Court; Crown Court; Coroner's Court; Tribunals (eg. employment tribunal, immigration) | Solicitor (non - practising) BA: Social Studies LLB: DPSI (French): Fellow of ITI and CIOI: Member of APCI and AIT | Yes | 60+ | Female | To facilitate communication between the parties |

| | 1. What Source and Target languages do you work with? | 2. Number of years of experience in court interpreting: | 3. Which courts have you interpreted for? Please tick all that apply | 4. What are your qualifications/professional memberships? | 5. Are you registered with NRPSI? | 6. Age group | 7. Gender | 8. How would you describe your role in the courtroom? |
|---------|---|---|--|---|-----------------------------------|--------------|-----------|---|
| Resp.39 | English and Turkish | Over 10 years | Magistrates' Court;County (Civil) Court;Youth Court;Crown Court;Arbitrations and Commercial Courts- I don't attend the criminal courts unless booked by the CPS since 2011 | DPSI- LAW, Dip-Trans, DPI | Yes | 50-59 | Male | Enable unbiased and professional communications between the parties |
| Resp.40 | English - Italian | 5-10 years | Magistrates' Court;County (Civil) Court;Crown Court;Tribunals (eg. employment tribunal, immigration) | MA, DPSI, RPSI | Yes | 40-49 | Female | Vital to guarantee a fair trial. Often ostracised by barristers and judges |
| Resp.41 | Romanian | Over 10 years | Magistrates' Court;County (Civil) Court;Youth Court;Crown Court;Tribunals (eg. employment tribunal, immigration);Office for Traffic Commissioner | Romanian MoJ, Nrpsi, IPA, BA in AmEngl, BA in Cr Law, MA in public law | Yes | 30-39 | Female | The absolute voice of the court to the defendant and viceversa, critically important to the legal process |
| Resp.42 | Englis, Russian and Ukrainian | Over 10 years | Magistrates' Court;County (Civil) Court;Crown Court;Coroner's Court;International Arbitrations | MSc, MA Conference Interpreting, DPI, RPSI, CL, CIOL, MITI | Yes | 50-59 | Female | Interpreter |
| Resp.43 | English Urdu Punjabi Mirpuri Pahari Pothwari Kashmiri | Over 10 years | Magistrates' Court;County (Civil) Court;Youth Court;Crown Court;Coroner's Court;Tribunals (eg. employment tribunal, immigration) | DPSI LAW NRPSI CIOL ACPI | Yes | 50-59 | Male | Essential for anyone requiring an interpreter |
| Resp.44 | English > French > English | Over 10 years | Magistrates' Court;County (Civil) Court;Crown Court;Coroner's Court;Tribunals (eg. employment tribunal, immigration);First Tier Tribunal (immigration) | DPSI Law, DPSI Health, Dip Trans, PGCE. Memberships: MCIL, CL, AIT, ACIS, IAPTI | Yes | 60+ | Male | To facilitate communication in cross examination and to enable defendants to understand all court proceedings |
| Resp.45 | Bulgarian | Over 10 years | Magistrates' Court | Metropolitan Police Test | Yes | 60+ | Female | very important |

| | 1. What Source and Target languages do you work with? | 2. Number of years of experience in court interpreting: | 3. Which courts have you interpreted for? Please tick all that apply | 4.What are your qualifications/professional memberships? | 5. Are you registered with NRPSI? | 6. Age group | 7. Gender | 8. How would you describe your role in the courtroom? |
|---------|---|---|--|--|-----------------------------------|--------------|-----------|---|
| Resp.46 | English & Arabic | Over 10 years | Magistrates' Court;County (Civil) Court;Youth Court;Crown Court;Tribunals (eg. employment tribunal, immigration) | DPSI (Local Government), RPSI, MCIL, CL, MITI | Yes | 50-59 | Male | I am an interpreter! (Which means my role is to make things - as far as is possible - as if the client were an English speaker) |
| Resp.47 | English- German, both ways | Over 10 years | Magistrates' Court;County (Civil) Court;Crown Court;Tribunals (eg. employment tribunal, immigration) | DPSI German. Member of APCI | Yes | 50-59 | Female | My role is to enable the parties and the court to communicate |
| Resp.48 | Portuguese - English | Over 10 years | Magistrates' Court;County (Civil) Court;Crown Court;Tribunals (eg. employment tribunal, immigration) | DPSI | No | 40-49 | Female | Fundamental and not appreciated by courts |
| Resp.49 | Cantonese & Mandarin | 1-3 years | Magistrates' Court;Youth Court;Tribunals (eg. employment tribunal, immigration) | BA (hons) & DPSI law. | No | 50-59 | Female | Professional interpreter, providing a language bridge for the defendant and all professionals involved in court. |

| | 1. What Source and Target languages do you work with? | 2. Number of years of experience in court interpreting: | 3. Which courts have you interpreted for? Please tick all that apply | 4. What are your qualifications/professional memberships? | 5. Are you registered with NRPSI? | 6. Age group | 7. Gender | 8. How would you describe your role in the courtroom? |
|---------|---|---|---|--|-----------------------------------|--------------|-----------|---|
| Resp.50 | German to English and vice versa | Over 10 years | Magistrates' Court; County (Civil) Court; Crown Court; Tribunals (eg. employment tribunal, immigration) | DPSI Ger.an, member of APCI | Yes | 50-59 | Female | "Conduit", transferring information |
| Resp.51 | Arabic and German source, English target and both ways interpreting | 5-10 years | Magistrates' Court; County (Civil) Court; Crown Court; Tribunals (eg. employment tribunal, immigration) | MSc trans with interpreting and DPSI certs, NRPSI member | Yes | 40-49 | Female | Integral conduit in 2 way + communication |
| Resp.52 | English-Russian; Russian-English | Over 10 years | Magistrates' Court; County (Civil) Court; Crown Court; Coroner's Court; Tribunals (eg. employment tribunal, immigration) | MA in Interpreting, Metropolitan Police Test (known now as DPI), AIT | Yes | 50-59 | Female | impartial and independent |
| Resp.53 | French and English | Over 10 years | Magistrates' Court; County (Civil) Court; Youth Court; Crown Court; Coroner's Court; Tribunals (eg. employment tribunal, immigration) | Solicitor; LLB: BA; DPSI | Yes | 60+ | Female | 0 |
| Resp.54 | Arabic | 5-10 years | Magistrates' Court; County (Civil) Court; Youth Court; Crown Court; Tribunals (eg. employment tribunal, immigration) | DPSI (law) | Yes | 40-49 | Male | Effective role |

| | 1. What Source and Target languages do you work with? | 2. Number of years of experience in court interpreting: | 3. Which courts have you interpreted for? Please tick all that apply | 4. What are your qualifications/professional memberships? | 5. Are you registered with NRPSI? | 6. Age group | 7. Gender | 8. How would you describe your role in the courtroom? |
|---------|---|---|--|---|-----------------------------------|--------------|-----------|--|
| Resp.55 | English - Portuguese | Over 10 years | Magistrates' Court;County (Civil) Court;Youth Court;Crown Court;Coroner's Court;Tribunals (eg. employment tribunal, immigration) | MetPolice Test, CIOL; DipTrans, CIOL; NRPSI; AIT | Yes | 50-59 | Female | To interpret everything that is said and making sure that accuracy (linguistic & social) and professionalism are always at the forefront of my assignment. |
| Resp.56 | Czech and English | 5-10 years | Magistrates' Court;County (Civil) Court;Youth Court;Crown Court;Coroner's Court;Tribunals (eg. employment tribunal, immigration) | MA in English Philology, DPI, MCIL, member of AIT | Yes | 30-39 | Female | Impartial enabler of communication between the parties |
| Resp.57 | Italian and English | Over 10 years | Magistrates' Court;County (Civil) Court;Crown Court;Tribunals (eg. employment tribunal, immigration);Family | DPSI, | Yes | 50-59 | Female | A hearing cannot go ahead without an interpreter so my role is as integral as that of any other party in the hearing |

| | 1. What Source and Target languages do you work with? | 2. Number of years of experience in court interpreting: | 3. Which courts have you interpreted for? Please tick all that apply | 4. What are your qualifications/professional memberships? | 5. Are you registered with NRPSI? | 6. Age group | 7. Gender | 8. How would you describe your role in the courtroom? |
|----------|---|---|---|--|-----------------------------------|--------------|-----------|--|
| Resp. 58 | Farsi-English | Over 10 years | Magistrates' Court, County (Civil) Court, Youth Court, Crown Court, Coroner's Court, Tribunals. | BA in Interpreting and Translation (from Iran 2001-2005); DPSI (Translation) | No | 40-49 | Male | Crucial; to make communication possible, help to communicate; the interpreter is a facilitator of communication; the interpreter should make an assessment if the defendant can understand the interpreter's accent and even more important that many defendants don't understand legal terminology in their mother tongue. Sometimes interpreters need to be able to calm the witnesses or defendants down in a few words |

| | 9. How do the non-English speaking litigants usually view your role in the courtroom? (Do you need to establish your role with them from the very beginning? Do they accept your explanations?) | 10. How do you think the legal professionals view your role in the courtroom? | 11. How would you evaluate the status of the interpreter in the UK legal system at the current moment? (Has this changed over the last few years?) |
|--------|---|--|--|
| Resp.1 | Usually they would see the interpreter as a friend. A person to whom they can speak in their own language. I try to establish my role at the first opportunity to avoid misunderstandings. | As a conduit. A professional who transfer language A into language B and vice-versa, but who should not express opinion. | Unfortunately, more and more interpreters are feeling disrespected and not appreciated. I love being a PS Interpreter, but decided to do a MA as I cannot see a prosperous future for our profession |
| Resp.2 | I am always surprised at how fast confidence builds with the person for whom I am interpreting. | Varies enormously. Some are impressed with my skills, others, like a recent judge, gave me the impression it was annoying to have to work through an interpreter. He treated me indifferently and ignored me at the end of the case while others have both praised and thanked me when summing up. | Very low and it gets worse because of government legislation |
| Resp.3 | as very important, I do not need to explain | often referred to as 'just an interpreter', I feel undervalued and not appreciated | Until the MoJ outsourced the service, I felt valued and my role was seen as important. Since agencies took over, legal professionals lost any respect they had for us. I lost respect for the legal system, too. I am completing my law degree next year (at the age of 42) and hoping to move away from interpreting as soon as possible. |
| Resp.4 | First introduce my self and talk to her in her language in the presence of judge to see whether she understands me without any difficulty, Asking her if she/he finds it ok to do interpreting for them | !My work is appreciated | Important. |
| Resp.5 | I've had different perceptions from them: some believe I am unnecessary (until they start hearing the legal jargon, others see me as a confidant (obviously I have to explain my role exactly), others think I am some sort of legal representative (role needs explaining again) | some believe I am just there so they can tick a box, others truly understand the indispensability of my role | not what it should be (recognition of title is a priority), the status has deteriorated due to the fact that this is not a regulated profession, therefore any amateur can have a shot at it |
| Resp.6 | They see me as an interpreter and they accept the explanation | They see me as an interpreter | It was rather difficult even 10 years ago, but since MoJ outsourcing saga the status is down the floor |

| | 9. How do the non-English speaking litigants usually view your role in the courtroom? (Do you need to establish your role with them from the very beginning? Do they accept your explanations?) | 10. How do you think the legal professionals view your role in the courtroom? | 11. How would you evaluate the status of the interpreter in the UK legal system at the current moment? (Has this changed over the last few years?) |
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| Resp.7 | They view me as a communication tool. I make sure I explain my role to them well and they accept it. | They value my role and respect me as a professional. | The same as it has been during the past years. No change. |
| Resp.8 | Yes and yes | Highly important | N/a |
| Resp.9 | I always explain that I am not an advisor | I am not in a position to comment on this issue | Yes it has changed to the worse; to the detriment of the defendants/witnesses unqualified, unprofessional so called linguists replaced professional qualified interpreters |
| Resp.10 | They are happy that someone understands them. They sometimes ask for advice, which one cannot give. | They are happy that we are there and acknowledge that we are essential. | It has declined greatly during the last ten years owing to provision of interpreters being reserved exclusively to certain agencies. |
| Resp.11 | USUALLY THEY GET ON WITH THEIR JOB WITHOUT PAYING MUCH ATTENTION TO THE INTERPRETER | IT DEPENDS MOSTLY ON THE LEGAL PROFESSIONALS: SOME ARE GRATEFUL OTHERS WOULD DO GLADLY WITHOUT US | OFTEN IT IS AS IF WE WERE TRANSPARENT |
| Resp.12 | Most Deaf people are familiar with the role of BSL interpreters so explaining my role to Deaf participants is rarely required. Hearing participants, on the other hand, usually have no experience of working with a sign language interpreter and explanations for them are often required. | It baffles them, unless they've encountered BSL interpreters before - profound deafness is a rare incidence disability, so often my presence will be the first time that legal professionals have met a Deaf person or a sign language interpreter. | It's in shambles. National framework agreements and the use of The Big Word, amongst other large spoken language agencies, has meant that the needs of Deaf people accessing the legal system are not understood or accounted for. |
| Resp.13 | In my introduction I explain my role and they seem to agree and accept. I explain my role as an independent and impartial interpreter, and tell them that I interpret everything that is said inside the courtroom. That if they do not understand something I say, or something the judge or solicitors say, they must say it immediately, so that I can voice that to the court. | As a professional. | Interpreters nowadays are not regarded as well as in the past. When courts booked interpreters directly we were regarded as professionals, there were less interpreters working and most held a qualification. This is not the case nowadays and this has an impact on the way interpreters are viewed. |
| Resp.14 | I found myself in both situations | Important | its a necessary evil for MoJ. Over the last 10 year quality is compromised |

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| Resp.15 | Mediator, Advocate | Linguist, Cultural Consultant, Intermediary, Psychologist (when asked to establish whether the client is able to understand and has a capacity to answer questions) | Yes, the role has become more shambolic, interpreters are less valued. |
| Resp.16 | Usually, they understand the role and accept that the interpreter is not there to speak for them but to interpret to them. If I see there is a need of explanation of my role then I do it ASAP. | Helpful | |
| Resp.17 | | | |
| Resp.18 | They accept my explanations perfectly. | They respect me all the time. | The pay rates are terrible |
| Resp.19 | Yes I have to establish and introduce my role as an interpreter. | They usually take serious and careful attitude to my interpretation. | It is starting to change gradually and the Courts evaluate the importance of the services provided by an interpreter. |
| Resp.20 | sorry, don;t understand the question - I am the shoulder to cry on etc | well | with the lawyers and judges no issues. issues with the booking agents and companies and the minor functionaries who sadly rule over our bookings, time and ultimately our pay |
| Resp.21 | From my experience, the non English speaking litigants are hardly aware of the role of the interpreter, therefore I always have to give a brief overview before entering the courtroom about what my role entails, e.g. that I will be speaking in the first person, that I am impartial and, more importantly, ask them to maintain a reasonably steady pace at which they deliver their answers. | Most of them, I would say, they are aware of the role of interpreters. | Interpreters have been undervalued over recent years, namely after the introduction of the new Framework Agreement by the CIS and the subsequent outsourcing of court interpreting. As a result standards have gone down and there seems to be little care as to the quality of interpreting delivered in court and the importance of a fair trial, especially for the non English speaking subjects. |

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| Resp.22 | This depends on the litigant's prior experience of the courtroom and understanding of how proceedings are conducted. Whenever possible I introduce myself and explain what my role is, nevertheless sometimes litigants ask for your opinion despite your introduction (e.g. recently, waiting with a defendant who had no representation, he asked me for advice). | Legal professionals generally understand the role of interpreter (although some don't understand the distinction between interpreting/translating). Also they are not aware of the physical requirements for good courtroom interpreting (acoustics, pace & clarity of delivery etc) | The low status of interpreters is reflected in the poor remuneration and conditions we are offered. I think this is getting worse |
| Resp.23 | Yes | Most them appreciate | Very much so . The legal system don't care about qualifications only think about money saving |
| Resp.24 | I try to establish a rapport and to create some kind of trust and confidence in me. If that can be done then my role becomes far more fluent. It is reasonably easy to achieve this because, being English, people find it incredible that that I speak their language like a native. | Varied. For the most part they are impressed, find me helpful and professional. I usually receive many compliments or commendations. Recently a Judge gave me the impression that an interpreter was an inconvenience and didn't even acknowledge me in his closing speech even though I worked in his court room for five consecutive days. | The status has changed for worse |
| Resp.25 | I do and one should | It is similar to the court officers, clerk. | It has fallen a lot. |
| Resp.26 | There is no usual: some are grateful and attentive; some don't want my help except for the odd word (but I suspect don't actually follow everything); some are suspicious; some too stressed/disinterested to care or listen much; some with mental health issues | Increasingly that an interpreter is a professional, but lower down the pecking order than themselves; many are not expecting me to do a good job perhaps through poor previous experiences, including Judges | We are now given tacit recognition as professionals but in reality our status has fallen. We have to be there by law but are tolerated sometimes it seems on sufferance. Attitudes vary enormously: some recognise the skills required and appreciate the challenges; others seem to think interpreters are interchangeable and expendable. In the late 1990s there were fewer of us and the courts were more interpreter-friendly and we were paid far more with guaranteed minimum earnings per morning/afternoon. Now we are far more numerous due, in part, to demographic changes and needs, but not everyone values our role. |
| Resp.27 | Yes | Not with much impotence. | Under paid and disrespected worker without a professional status |

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| Resp.28 | Most often they do accept my role. Usually the court does not bother explaining my role - probably because the court staff does not understand my role in many cases. | A representative of the non-English speaker speaking on his/her behalf | It has changed drastically and I am embarrassed by the behaviour of some people who call themselves interpreters. |
| Resp.29 | my role is to help them understand what is being said | most of times they are glad I am there to help with communication, although I do have the feeling, their work will take longer because of my role | we are not respected as much as in the past but are necessary for the Justice system |
| Resp.30 | Usually we are put next to litigant in Court without much time for introductions. Just say "I am your interpreter in such ... language and I am here to help you" | Some appreciate our work some others dismiss us | Changed enormously for the worse |
| Resp.31 | Once I have introduced myself as the interpreter I do not usually have to give any further explanation. However if at any time i feel that what is being said is not being understood or absorbed by the defendant or the witness, i interrupt and make it known that something may not be right to the litigant and go on from there....as the litigant sees it fit. | The legal professionals feel that is a very necessary service that we provide and as a whole and in most cases if we were not there they would not be able to proceed with their work as efficiently as they could . | I became a Legal Interpreter in 1979 and since then there have been many changes especially in the past 10 years some for the better some for the worse. |
| Resp.32 | They are often grateful for your presence. However they can see you as a friend and try and confide in you as well as seek advice. | It varies. Some see me as necessary and others as a nuisance. | I have returned to interpreting after a few years during which I was practicing social work. I have seen a marked difference in the way interpreters are viewed in the legal system. There was a level of respect and courtesy which is distinctly absent. I often have to ask to take the oath before beginning a trail. Some judges and legal representatives have commented on my proficiency and professionalism at the end of hearings. These comments are often tinged with surprise. I am often told that many of the interpreters they work with nowadays lack both. |
| Resp.33 | I never needed to explain my role beyond introducing myself as an interpreter | I gather as described in point 8 above | It seems to have deteriorated over the past few years, the agencies seem to use interpreters without qualifications like DPSI (I have personally met some who told me they failed the exam but still interpreted in court) |

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| Resp.34 | <p>They're usually happy to see there will be someone with them who speaks their language. Being in court can be intimidating from the very beginning, not to mention when you don't fully understand what is being said. I sometimes feel as if my presence there was giving some support to the litigants whom I'm assisting with the communication.</p> <p>I also always explain that I am their interpreter and I will interpret everything I hear, and they accept my explanation.</p> | <p>This can vary. If I am called in to a very urgent booking where there might already have been a delay because no interpreter had been booked, legal professionals can be either very happy that I arrived as they can proceed with the case or they sometimes seem somewhat irritated; maybe not directly with me but at the fact that they had to wait, that the case was being delayed, etc.</p> | <p>They are underappreciated and underpaid. I haven't been in the business long enough but I've heard from my senior colleagues about the 'golden age' of interpreting about 10 years ago when they were being booked directly through NRPSI and that the rates were about 4 times higher then. From what they've said their profession was also more highly regarded in those days.</p> |
| Resp.35 | <p>Interpreter and confident. Sometimes I need to explain them my role and they accept my explanations.</p> | <p>Interpreter</p> | <p>Very important as all communication in court is via an interpreter. Yes, many judges and barristers acquired the skill to work with interpreters making interpreter's task easier.</p> |
| Resp.36 | <p>Yes, need to establish, because they rely too much on you</p> | <p>inconvenience</p> | <p>not superbly important</p> |
| Resp.37 | <p>People have different expectations and views about interpreters in the courtroom, depending on their experience of working with interpreters. It is not always possible to explain the interpreter's role and responsibilities in a clear and detailed way. Of course, it would be nicer to establish the interpreters role with people, if it is possible.</p> | <p>Again depends on their previous experience with interpreters and depends on previous interpreters' competency and performance, legal professionals do not always have an accurate and impartial view of my role in the courtroom.</p> | <p>Pretty bad... It is not getting better.</p> |
| Resp.38 | <p>Some view me as a friend as we speak the same language. Others view me as an authority figure - as part of the legal establishment; I establish my role as an independent interpreter at the outset if the court hasn't already done this. (Sorry, I don't understand your question about explanations - explanations about what exactly?)</p> | <p>It varies - sometimes as facilitating their communications but sometimes as a hindrance as proceedings always take longer if an interpreter is present</p> | <p>Not a respected one due to outsourcing in 2011 - many so called "interpreters" supplied by the MoJ these days are clueless about legal terminology and procedure</p> |

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| Resp.39 | Yes | A professional | The professionalism and the standards required from the interpreters is drastically reduced over the past ten years. |
| Resp.40 | They rarely know how to work with us, either preferring to use their broken English or giving lengthy and convoluted explanations without leaving space for interpreting | If they are the opposing counsel, they often make it as difficult as possible for us to do our job either by not speaking clearly or speaking very fast despite constant reminders. | Worse than when I started. |
| Resp.41 | In a very helpful way | Not as much as they should be, as a matter of fact, regrettably | It's an absolute mockery, shockingly, and it's going from bad to worse |
| Resp.42 | They view me as an interpreter. Yes, I tend to explain my role and advise on the effective communication via an interpreter. Yes, they accept it. | They see me as an interpreter. | Rather low. Yes, it has deteriorated after the service was outsourced to the big word and unqualified unprofessional people started showing up instead of interpreters. |
| Resp.43 | Of great importance. They always accept my explanation | They used to view my role with importance however since the MOJ introduced agencies that has changed | Pretty grim. Since the agencies have come along I feel less importance. As the professionals view me as not a professional. This is because of agencies sending unqualified interpreters to court. |
| Resp.44 | My standard introduction (to both parties) is that I am a professional interpreter, everything said will remain confidential and impartial; also, I must interpret everything so if there is something they do not want me to interpret, it is better not to say it. This explains my code of conduct, sets the boundaries and is always accepted. | Some are very appreciative and cooperative, others are uninterested and difficult. | Misunderstood, unappreciated, mistrusted. The situation is getting worse by the minute. |
| Resp.45 | Usually they accept all my explanation | very well | uk legal system does not consider interpreters as important |

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| Resp.46 | I need to greet them and tell them I am their interpreter. They always accept this. There is often no opportunity to say more than this. | I think they respect my role and are often grateful for it. Which does not mean that they always provide the circumstances for good interpreting to happen. | Despite being used a lot, interpreters are often an afterthought. This was very evident in the pandemic where very little was done to enable safe interpreting that worked (i.e. provision of headsets), while, in my experience, operating remotely (with either the interpreter or defendants not being present) often deprived vulnerable defendants of their rights to have the foggiest idea what was going on. |
| Resp.47 | It is best to establish my role from the very beginning, to explain that I have to interpret everything that is being said, that everything remains confidential etc. Sometimes non-english speaking litigants try to be "friends" with the interpreter | As a professional who enables the parties to communicate | I find that I am generally quite respected. However sometimes it seems that the legal professionals have very low expectations and assume that interpreters are not very good at what they do. I experienced this at a family court, for example. |
| Resp.48 | Non-english speakers appreciate having someone there to explain what's going on and feel disappointed when I explain my role. Almost everytime, it is the first time they are having an interpreters and they haven't fully understand the reason why they are in court. | I feel that the legal professionals see me as spare necessity, they DO NOT understand my role, the difficulties of my role, how important it is for me to know who is who and what the case is about (context), that if I can't hear I am not able to interpret, i.e. do my job (please, someone have them understand this!). That an interpreter was needed before going to court as well as in court. That this is not my hobby, it is how I pay my bills, I am vetted so I would appreciate if they let me park in their carpark. They need to understand that I am not interpreting simultaneously - for that I'd need proper equipment in good working condition - therefore, after they speak, they need to give me time to interpret and they need to wait for the answer and ultimately, they need to pay attention when I am working to avoid repeating them selves. | Disgraceful. It has been deteriorating over the last 30 years, interpreters are disrespected, unappreciated, unpaid, devalued, unbelied, frowned upon, professionals mixed with amateurs. There's just not enough words to describe it |
| Resp.49 | An interpreter but also relies on me heavily to interpret for them. Yes, mostly with the professional hat on just to introduce myself and clearly saying I am not representing them, nor anyone else in court. However, some circumstances more explanation is needed as they don't understand my role. | Although it is important but not paying serious attention to what we do and what it is mean being qualified, because they don't understand our role. Unfortunately some language agencies also send under qualified interpreters to court, it really affect the quality and the professionalism in this setting. | Undervalued, worse! |

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| Resp.50 | I think they see me the same way (s.a), although some may see me almost as a friend | As a professional doing her job.- Although some do not seem to have a very high regard for us interpreters | I almost feel as though it got better, that the lawyers and judges have more respect. |
| Resp.51 | I explain through the 3rd party speaker I am present to interpret and generally explanations are accepted, except where dialects not understood between us | It is varied - from blatant disregard, underdog-type addresses to highly respectful | Woeful. Fees paid are often pushed so far down that if you include travel time and costs you are left with a minus amount |
| Resp.52 | I am seen as I introduced myself i.e impartial and independent; yes, I establish my role during my initial introduction; yes, they always do. | they see me as independent and impartial and equal | it has degraded over the past few years, standards have been falling at a considerable rate and respect for legal interpreters diminishing |
| Resp.53 | I establish my role at the outset and often have to reiterate my role boundaries when they perceive me as being a friend or even as a source of legal advice. Sometimes the judge will outline my role to the client. | With differing degrees of respect and understanding of what it is that a legal interpreter does and doesn't do | Sadly since outsourcing in 2012 and the advent of poor pay our status has taken a huge hit |
| Resp.54 | Courtroom rules are so strict so you can not do anything while you are in the courtroom except to make sure that defendant or witness understand you and this to be through the Judge. | All court participants understand that's vital role and without the interpreter nothing can be achieved | Over years the status of interpreter has become lower and lower in times of value especially after outsourcing the use of interpreters in 2011. Most of the interpreting work for the UK courts have been completed by unqualified, incompetent interpreters. |

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| Resp.55 | I make sure that they understand that I am there simply as an independent party which sole role is to provide clear communication between the parties. Also that everything that I hear is absolutely confidential. I also add that anything that is said to me will be transmitted to the other party. This more often than not is well accepted. | I am afraid I have an extremely negative view about this point. The new MOJ contract and the tendering to private agencies created a hub of very poorly qualified professionals which adversely affected the way we are perceived as professionals. The legal arena has always been extremely conservative in its very creation. When the courts are faced with poorly, qualified pseudo-professionals this makes the situation even harder for my colleagues who are fully qualified. My personal experience is, in the event of being confronted with a very negative attitude towards my role, after a few seconds of work, usually I can see a change with the professionals by the way they conduct themselves towards me as a fellow professional within my field. But as a whole our profession is no longer seen as an essential part of the proceedings but more of a necessary evil, that the court has to endure. | I am afraid I touched this very point on the previous question. My evaluation of our status is incredibly low at this point, and it has been steadily decreasing over the last few years. To be exact since the whole of the interpreting for the judicial system was given into the hands of a private, profit making company. |
| Resp.56 | Usually have to explain my role, as the non-English speaker usually asks what I think may happen to them. | Sometimes as a necessary evil, sometimes as someone without whom the whole process would be impossible. | People generally believe that whoever can do it and that we get paid loads of money. Our status has definitely deteriorated. |
| Resp.57 | They tend to see me as an ally/Confidante and I sometimes need to remind them I am independent.. | Some fully understand my role while others see it as unnecessary and time consuming. On the whole luckily it is the former | I feel more valued/ respected that when I started in 1999 |

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| Resp. 58 | <p>They keep pushing. In most cases when they are not prepared at all for the legal process and in simple words, they don't know what's going to happen during the hearings, they push over and over and ask questions. Even during the evidence.</p> <p>"How am I going to answer that question?" I heard that a lot. Or, "What do you think I should say?" Or, "I don't like this court, can I come back later?". Things like that, many things like that.</p> | <p>Lots of court staff do not know enough about the interpreter's role and its up to an interpreter to establish their presence. Court staff sometimes see interpreters as criminal as a defendant.</p> <p>Assumptions are made about culture, nationality, background, but this is mainly by low level court staff.</p> | <p>The status has deteriorated and its getting worse. Left MoJ as a linguist as a result of that and low pay, but still in touch with some friends and the issues are still there. Low pay rates, delays in payment, cancellations are paid only if the assignemnt has been cancelled with less than 24 hours' notice. Also travel payments reduced. Head from the legal staff: "Why do we have to pay interpreters?" Once I was waiting for a the hearing all day that was cancelled and I was told that should feel luck to be paid for one hour. More and more interpreters leave the profession for these very reasons.</p> |

| | 12. How do you feel about agencies? | 13. How do you feel about professional organisations such as CIOL, ITI etc.? | 14. What is the source of your professional standards? | 15. What do you find most attractive and inspirational in court interpreting? |
|--------|--|--|--|---|
| Resp.1 | Money making machines. | The have not done anything to protect us the interpreters when the government decided to outsource Court interpreting. | Mostly the interpreters codes of conduct, however, I believe that it should be updated, specially in regards to interpreters role. | It is a highly skilled job which involves not only the ability to speak more than one language, but also a deep understanding of the judicial system as well as they skills and ability to deal with people who are in vulnerable situations. |
| Resp.2 | There are very professional agencies who employ serious professionals. They are rare. There are those, including ALL government appointed agencies who employ "housewives" who can barely speak English and who are willing to work for peanuts!!! I speak for my languages | Gives kudos and status for a fair price. The NRPSI however, charge too much and require an annual registration which is tedious. They are essential to interpreters finding work. | Experience and comparison to others who work with my languages with whom I have not been impressed see 12 above | Varied case loads, varied people, establishing respect from the legal people |
| Resp.3 | They are profit making organisations which for making a phone call to an interpreter, take around 70% of our fees. They are completely unnecessary as listings officers told us that they were more than happy with arranging interpreters through the National Register. | I used to be a member of CIOL, the only benefit was putting MCIOL next to my name... | NRPSI | Nothing any more. Morale at its lowest. People with community interpreting level 1 are now taking over our jobs, Courts are not bothered.... |
| Resp.4 | | | | |
| Resp.5 | despise them, the reason for the huge decline in the profession and the decrease in quality of services | they should fight more for our rights, in a way they are too an intermediary (by way of yearly subscription that we pay) | professional code outlined by the likes of NRPSI, APCI , attendance in various CPD vents and other bodies / authorities (although I am not sure I fully understand the question - I am the source - in the sense I educate myself) | proud to fulfil my role - regardless of the public's perception of this, I know I have invested a lot in this and I am not just a "bilingual person" |
| Resp.6 | I do not work through any agencies. I only accept direct bookings with CPS and private clients or law firms. I think agencies are incompetent and exploitative | It is good we have them. Would be great if they could do more for the professional. Sometimes I feel they need to take on the role of a unison to protect interpreters' interests. They seem to charge membership fees, run a bit of club activities in small groups, but generally stay aside of any work on public service interpreting arena. | AIIC, ITI, NRPSI | I put on equal foot those vulnerable due to lacking of English |

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| Resp.7 | They can be a source of work. | I feel fine, I belong to them, they are a good marketing tool and cpd source. | Various interpreting codes of conduct. | Being able to help people communicate accurately. |
| Resp.8 | Some are just not good | Excellent and happy to be a member | N/a | N/a |
| Resp.9 | if not all, most of them are opportunist exploiters | They could have done more | Impartiality | Giving an opportunity to the victim to express their point of views in a court of Law |
| Resp.10 | A small number are professional but most are strictly commercial and uninterested in professional or ethical principles. | Well meaning but largely ineffective. | Chartered Institute of Linguists and my own conscience. | Shining light on dark corners. |
| Resp.11 | THEY ARE AN UNNECESSARY INTERMIDIARY | MIXTED FEELINGS | DO NOT UNDERSTAND THE QUESTION | THE DRAMA |
| Resp.12 | I loathe them with every fibre of my being. I have trained for years, and continue to hone and develop skills which only around 1000 people in this country have, yet the agencies rake in the profits and I'm expected to provide my skills for peanuts. These agencies need to understand that interpreters are highly trained professionals, not pawns to line the pockets of multinational agencies. I no longer work in court because I will not tolerate being undervalued or disrespected. I'd rather stay at home than provide my valuable skills for peanuts. | NRCPD is the registration body I am governed by and I have huge respect for them and a responsibility to uphold their code and standards. | NRCPD | The high stakes nature of the work. The need to be the top of my field and to provide an exey service. |
| Resp.13 | I do not work with most agencies. I only work with those that pay my rates. | I am only a member of the Ciol. because I am an interpreter trainer and run preparatory courses and train candidates for their exams. | I was taught based on the NOS written by CILT of which many versions were updated and then first published in 2001. | Being a key part of the communication between the parties. |
| Resp.14 | Middle man filling their pockets | NRPSI is the only one that concerns me.... | ??? | Helping the most vulnerable in the society |

| | 12. How do you feel about agencies? | 13. How do you feel about professional organisations such as CIOL, ITI etc.? | 14. What is the source of your professional standards? | 15. What do you find most attractive and inspirational in court interpreting? |
|---------|--|---|--|--|
| Resp.15 | Angry and upset | They endeavour to keep profession's reputation dignified | CIOL Code of Conduct | When parties involved, i.e. the judge, barristers etc. are considerate of an interpreter and adjust their submissions, delivery accordingly, also in cases of long submissions, provide read documents in advance, in a nut shell approach interpreters as equal professional party to the case. |
| Resp.16 | No good. They are paying as little as possible. If the booking is cancelled, interpreter gets nothing; if for example 4 hours booking takes only 1 hour then the interpreter gets payment for 1 hour even if the booking he/she accepted was for 4 hours. For the rest of the 3 booked hours it is very unlikely he/she can get any other job/booking. They are not paying for the whole booked duration but only for actual booking time. For those reasons we have to accept many bookings and hurry from one place to another. They are not providing information about the cases for the interpreters to prepare in advance for the work. We just go into the courtrooms and have to deal with the situation, which is very stressful. | Not great | Never ending learning and personal development | |
| Resp.17 | | | | |
| Resp.18 | Very bad. | No information. | I have attended a Dpsi course. | Very flexible and interesting job. |
| Resp.19 | Agencies only work as a middleman to gain the profits. | Very important. | | Job satisfaction and achievement. |
| Resp.20 | most are uneducated, have no idea what an interpreter is and how the courts function, we are mere items in a spreadsheet in a computerised system | I am a member of he CIOL - it is useful to belong to a body, though I do not get a great deal out of them | my own | history of the individuals, how various systems work, a social study |
| Resp.21 | Money making enterprises. They do not care at all about maintaining standards or providing a quality service to service users but they rather care more about lining their own pockets and driving rates down for professional interpreters by using anybody who claim to speak two different languages. No quality checks are thoroughly carried out. | These are organisations that represent our profession and value professionalism and good standards. | NRPSI, CIOL | Having the skills to work in a highly formal and pressured environment. |

| | 12. How do you feel about agencies? | 13. How do you feel about professional organisations such as CIOL, ITI etc.? | 14. What is the source of your professional standards? | 15. What do you find most attractive and inspirational in court interpreting? |
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| Resp.22 | The big agencies (Big Word, Capita etc) do not value linguists. They offer us very little - low rates, no security, no incentives, no training. They do not offer support when we encounter difficulties during assignments - in fact it is almost impossible to contact them by phone and emails are often ignored. | CIOL has some good CPD & networking opportunities. They do little to improve interpreters' status and conditions | I'm not sure I understand this question. I abide by CIOL professional code of conduct & supplier agreements signed with agencies. | Helping those who would otherwise not have a voice. The work is varied and never dull. Following a case from start to finish is rewarding. |
| Resp.23 | Depends what agency you work with some of them are very good in prompt payment | Unfortunately they don't support interpreters | | Interpreter role is very important to implement justice |
| Resp.24 | Varied. Some are fantastic and employ real professionals others employ anyone who will work for peanuts. The Big Word sent an Indonesian speaker to an asylum case in Glasgow. Her English was inadequate!!!! | They add status | Experience | It's interesting, varied and rewarding |
| Resp.25 | Not always helpful when it comes to interpreting. | They are okay but hardly get any clients through them. | MY qualifications and experience. | It is usually at the right pace taking the needs of all parties into consideration. |
| Resp.26 | A reality of the modern world, unfortunately. Significantly reducing our earnings and mucking us around endlessly. | Useful to belong to. They don't really get stuck in to the issues and want us to join unions to ring in the changes | CIOL interpreters code of conduct, among others | The people; the variety; the challenges; the drama |
| Resp.27 | They are a business community trying to maximise their profits on the expense of a very crucial and important public service funded by the tax payers ,totally disregarding welfare and rights of interpreters by lowering interpreting standards and using substandard interpreters they are risking unfair trials in the courts. MOJ is equally guilty of putting money before justice. I would say professionalism has been destroyed in the the interpreting industry. | Not strong enough. They are unheard of in courts. | CIOL | Being a professional member of the court team. |

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| Resp.28 | They are either incompetent or do not enforce they own rules. | Not of any use or of any help. | Courses and seminars, literature, current research. | Nothing anymore. |
| Resp.29 | I feel I can easily refuse their work offers in comparison to when approached directly by the authorities | I am not a member so I can't comment | | When I can relay the message across clearly especially when witnesses give evidence |
| Resp.30 | Agencies destroyed the interpreter's profession and have taken away the dignity of the Courts | CIOL only cares about its own literary reputation and give no help whatsoever to interpreters Other organizations are not ver relevant | DPSI Law and constant research | When at the end the judge and the litigant are happy |
| Resp.31 | I am not a lover of agencies, but we seem to have to accept their existence where we like it or not. Having had no choice but to work for some of them in the last few years, some are better than others. | I am not a member therefore I cannot comment | The source is myself, I have and will always conduct myself in a professional manner and maintain the standard which I have always set myself from the outset. | |
| Resp.32 | I feel they are unnecessary and infact damaging the profession. Many of the interpreters hired by the agencies have no qualifications or training. The bottom line for the agencies is their profit. They have squeezed pay rates to the point that many qualified interpreters have left the profession. The fact that the majority of DPSI qualified interpreters have a degree in another vocation means that they have switched careers as they cannot make ends meet with the pay being offered by these agencies. | I feel that they are fading into oblivion. They have been quiet over the recent past and could have done more to highlight the difficulties faced by the profession. | NRPSI | Helping a non English speaking person understand proceedings and in doing so remove the barrier resulting from the lack of language comprehension. |
| Resp.33 | as above in point 11. Apart from that one of them (The Big Word) refuses to pay me for work I have done for them | have not much to say, apart from the fact that CIOL provides the DPSI and DipTrans examinations | I don't quite understand the question. The CIOL does the exams which I have taken. Do you mean who prepared me for the exams? | I don't look at this in terms of attraction or inspiration |

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| Resp.34 | <p>They're a rip-off. They take a lion's share of what interpreter's actually get paid per hour and they don't seem to have any respect for interpreters' time. Thebigword often have ASAP bookings where they do apply 25% or 50% urgency uplift but it isn't always the case. There was a number of occasions when I had an email about a very urgent job that was paying £18 or £24 per hour but no uplift was added on the booking and their argument was that the job had actually been created a few days prior contacting me, which means it doesn't qualify for the uplift. And they don't really care that my time costs more than this, that I may have to quit what I'm doing in order to get to the location as quickly as possible. Thebigword have, however, recently introduced their "Automated Enhancement Payment" that pays £10, £15 or £20 extra on top of the hourly rate depending on the booked duration but it also sometimes isn't enough to make the booking financially attractive.</p> <p>Also, unlike certain agencies which have contracts with police forces and which pay minimum 2-hour rate regardless if the booking is 2 hours long or 10 mins long, thebigword don't do that. Oftentimes I have accepted an urgent booking that was booked for 3 hours (with a 50% uplift) but it actually finished within an hour and I only got £36 instead of £108 for the 3 hours. I want to stress that I understand bookings may finish earlier but again, an interpreter's time should be more appreciated.</p> | <p>CIOL seem to use the fame they have for providing DPSI and DPI exams where in fact they often don't prepare interpreters at all for working in courts. The tasks do not reflect the complexity of interpreting or the reality of what a courtroom case can be like.</p> | #NAME? | <p>I like the challenge of live interpreting. I enjoy thinking on your feet sometimes to accurately render the message without losing its meaning, although it can be very stressful.</p> |
| Resp.35 | <p>Difficult to answer in one sentence. Immigration Court had fantastic panel of interpreters and their system was the best. Agencies would have benefitted from their experience.</p> | <p>It will be much better for courts to use CIOL and ITI registers rather than agencies.</p> | ITI and CIOL standards | <p>Helping different parties to communicate.</p> |
| Resp.36 | <p>an interpreter gets paid way less if it's through an agency</p> | <p>don't know them</p> | <p>my inner morals</p> | <p>participating in justice</p> |
| Resp.37 | <p>I do not trust most of agencies, as they exploited the situation for their own economic gains and destroyed the market for interpreters in PSI in the UK. It is hard to find good agencies, who truly work with interpreters for the common good of all.</p> | <p>Public service interpreting, including legal interpreting is not high up on most professional memberships list. The membership fee is not cheap but it is hard to see how they help interpreters or the interpreter professions in the UK. It is very disheartening to see.</p> | <p>NRPSI Code of conduct</p> | <p>It is really challenging to interpret well in court and it is extremely rewarding, after a long and difficult hearing and you've got confirmation and gained respect from all parties.</p> |
| Resp.38 | <p>There are good and bad ones! I prefer to work with direct clients where possible as rates of pay are much better</p> | <p>I am a Fellow of both and very active in CIOL as I sit on their Council and also on their Interpreting Division Steering Group committee. I constantly strive to promote the case of PSIs post outsourcing where possible</p> | <p>Codes of Conduct of the professional organisations I belong to and also those of my clients</p> | <p>The cut and thrust of the cases before the court - human interest and the Law combined</p> |

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| Resp.39 | They should not be allowed to enter into any public service interpreting tenders | They are not representing and protecting the profession as good as they should | Code of conduct of NRPSI, ITI and CloL | N/A |
| Resp.40 | There are some good ones. Unfortunately MOJ is in the hands of one of the worst ones and they are taking over the police too. Sad times for the vulnerable non English speakers. We, the interpreters, can find another job, but the vulnerable people in need are stuck with agencies who don't even check to send the right language (more than once I was sent to interpret for Brazilian speakers) | They should have more weight in the profession | NRPSI | Making the difference and understanding the nuances of the law. |
| Resp.41 | Very few professional ones, mostly a out profits than after professional services and quality | They are doing an important part, however they could do a lot more | Code of conduct and legal requirements, by law | That i can help and assist to bringing justice forward, no matter what |
| Resp.42 | This is a very broad question. Generally, in public sector agencies tend to be exploitative, unprofessional, ignorant to many aspects of interpreting. They tend to view and sell interpreting services as cheap commodity. | They are more or less yellow pages for the agencies. | I am well educated, professionally trained to MA level at the university, and I am a member of quite a few of professional organisations. | I help people and I support the fair process and the Justice. |
| Resp.43 | Parasites. | They are good. Unfortunately not enough work in my area from them | NRPSI | Everything that goes on in a courtroom |
| Resp.44 | It's never a good idea to generalise. Some agencies (and they are very few) operate ethically and do their best to ensure their interpreters are properly qualified. Sadly, the vast majority have no regard for standards and are 100% focused on maximising their profits by reducing interpreter pay and using unqualified, untrained bi-linguals. The privatisation of the MoJ's interpreter provision was and is an unmitigated disaster. | CIOL work well as the body that sets and maintains the high standards required by the industry. Candidates that fail the DPSI or Dip Trans exams find them secretive when it comes to their marking system and this is unfortunate because it represents a missed opportunity to help candidates improve and progree to a future 'pass'. | CIOL (see the first part of my answer above) | All public service interpreting is aimed at enabling non-English proficient individuals to access the UK's legal, medical and social services. There is no greater thrill than to provide a high quality professional service and none more so than in Court. |
| Resp.45 | nearly all the agencies try to exploit interpreters. We don't need agencies. | Very good | Code of conduct I? | Helping people to understand each other |

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| Resp.46 | I understand why the State finds using agencies convenient. I do not like the lack of transparency in the MoJ contract, the lack of oversight, the lack of CPD opportunities and the poor pay rates. It is obviously in the interests of the agency to push pay down, and with it standards. Hence the agency should not be responsible for standards, nor for maintaining the register of interpreters. I have one friend who has suffered from being struck off without recourse, while another has found it impossible to register - despite being fully qualified. There is the sense that no-one cares. Having an agency simply introduces a middle man creating plentiful opportunities for interpreters to be sent to the wrong place, or not assigned, etc. | They should combine - there are too many. They do not seem effective in lobbying, and sometimes are behind the times technologically. Have found the ITI welcoming, CIOL less so, but received more work from their website, and Chartered status has been useful. AIT is clearly very active, but - Oh no not another organisation!! | NRPSI has been helpful in encouraging a focus on standards, and I am aware that Chartered status requires a focus on CPD. Training for the DPSI highlighted key issues. My Christian faith inspires me to be consistent and honest when no-one is looking. | I enjoy law and trials! I respect the wisdom of the judges. |
| Resp.47 | Hate them. They take 60% or more from the client's money and make clients think that we are overcharging. I guess most clients don't know how much of what they pay goes to the agency! I never understood how this can actually be legal. They also do not understand that if you are on the National Register, it implies that you have the right to work in the UK, you have a DPSI and you are bound by a certain code of conduct. Yet they ask for all sorts of details, filling in long forms, prove that you are professional and experienced, send a photograph, heaven knows what else. And then you may or may not hear from them again. | Generally good, I am interested in CPDs etc. But again, they all want money so can't/don't really want to be a member of them all. In fact, if each one of us pays more than £200 for membership, where does all that money the "non-for-profit-organisation" receives, go? | I think I don't understand this question. It is something I naturally personally believe in. It is also expected of me, but the former is more important. | It can be interesting, challenging, I may make a huge difference to crime victims and to justice... I like enabling people to understand each other. Judges who respect interpreters and treat us kindly. |
| Resp.48 | Agencies are run by greedy business people who made interpreting into an industry. They are in it for the money and their mind-set is in nothing comparable to the mind-set of an interpreter. They don't understand the role, have no clue what interpreting is and think that to be an interpreter is enough to be bilingual. Agencies keep 90% of what they charge customers and offer interpreters £10-15 an hour, pay two months later, don't pay for traveling, negotiate with interpreter's on a job-to-job basis, offer less after the first hour, send us to languages that are not the ones we work with, make decisions on every parties' behalf of what things should and should not be like. They are responsible for the deterioration of this profession. | I think these organisations are not doing anything they should be doing because they are employing people who are so relieved of not having to be self-employed anymore, that they will do anything to assure their seat. Everything takes decades to be done because of this. Ultimately, I think there are too many of these organisations, they are absurdly expensive and superfluous because they do not do anything and are not transparent about what they do with the member's fees. | CIOL. I am only registered with them. | It's about interpreting, not specifically about court interpreting. It's what I was born to do. It's all I know how to do. |
| Resp.49 | Diabolical, they exploit interpreters. Some agencies recruit non-experienced interpreters and some only pay £10-£13 per hour without adding mileages, travel time and parking fee (these are the basic additional fees for Freelancers to cover, tax, insurance, administration, sick/annual leave etc), worse than minimum wages. | They maybe good for interpreters providing work for private sector, I cannot see any benefit for joining them if you want to provide work for public sector. | From the agencies I registered, plus my old ones from NHS and Council I worked for 18 years. | Helping the non-English speaker |

| | 12. How do you feel about agencies? | 13. How do you feel about professional organisations such as CIOL, ITI etc.? | 14. What is the source of your professional standards? | 15. What do you find most attractive and inspirational in court interpreting? |
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| Resp.50 | Generally hate them, but some are better than others. Most (or all?) of them pay themselves far more than they pay us | Helpful and good to be a member of for meeting colleagues CPD etc, but could not afford being a member of several. They do not seem to help with the overall difficult situation though | Not sure what you mean? I myself perhaps? NRPSI also demands certain standards, but it is something I would like to think I have anyway. | Interesting insight into various situations and how they are dealt with. Psychologically interesting, too. |
| Resp.51 | They are the cause for the above. The main one with the biggest contract will retain the lion's portion of fees where they can believe | As a previous member of CIOL, it really only gave me the certificates, the NRPSI has generated much more work and AIT provided sound professional development and advocates strongly for its members | My training and professional development | It keeps me on my toes and I am fascinated by the legal pathway |
| Resp.52 | I do not have much trust in them | if I am perfectly honest, I think they are disconnected from practitioners, especially when it comes to public service interpreters. I particularly disagree with their position towards NRPSI, friendly on the surface but none of the above organisations made it compulsory for their members to be regulated ie be registrants of NRPSI. This attitude makes lack of regulation acceptable and more and more interpreters discouraged from being regulated as a result. I appreciate that accepting non regulated practitioners allows them to have a large membership and bigger funds available to them. How these funds are spent is still a mystery to me though. | NRPSI, personal experience and years of training, continuous professional development, professional supervision | ability to provide communication which allows justice to be served |
| Resp.53 | MOJ outsourcing agencies often use unqualified and / or poorly qualified "interpreters" | I am proud to be a member of both and also of APCI and AIT and NRPSI | Professional Codes of Conduct of the organisations noted in Q 13 above | Human interest stories of those I interpret for plus the cut and thrust of the court room dynamics |
| Resp.54 | Manipulating the system in order to achieve high profit . | They are trying to do something to support standards and qualifications but the matter beyond its ability. | NRPSI and CIOL | When I found court participant or judge who understand the role of interpreter and give instruction to court participants in relation of the interpreting techniques they use to ensure good and effective communication between all parties. |

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| Resp.55 | A necessary evil. Unfortunately their priority is not the professionalism or standard of our work. Their main interest is purely financial. This created and still creates a very difficult position for speakers of other languages within the legal system. How just is a decision when a defendant does not have a proper professional channel for communication? I leave you with that question. If there is a field where accuracy is of the utmost importance, one of those fields is without doubt the legal one. | With a degree of scepticism. They are our professional bodies. But there is really no support. I have been paying my membership for years but the only time I receive communication from them is at the time of renewal. Their qualifications are now also being provided by dubious agency backed educational organisations, which is in their interest to employ people with the professional qualifications even though their training/exams are not to CIOL, ITI standard. Why is the CIOL for example allowing these qualifications to be provided by someone else? | My Code of Conduct (NRPSI). | Human nature. The court room is a place where we are able to see people displaying raw emotions. It can be compared to a theatre of life. This, even after 20 years still fascinates me. My job allows me to be in the centre of it. It allows me to see the very best and very worst of human nature. I find this to be inspirational. |
| Resp.56 | Most of them are greedy organisations that do not care about the standard of the services they provide. | They are great for networking and for CPD, they also raise the professional profile of interpreters, but unfortunately they have not been able to prevent the terrible mess that our profession is in at the moment. | Memberships of professional bodies, being registered with the NRPSI and my colleagues themselves. | It is never boring and it is nice to know that we actually help the community. |
| Resp.57 | Sadly there have been periods in my career when I have been wholly dependent on agencies,... some are good and some not so. I don't understand the huge difference in hourly rate of pay | I am not a member of those , just NRPSI, APCI AND NWTN .. and that is. A very recent thing for me. I have always been a bit sceptical and needed really understood the benefits. | The source? My professional standards are the same as my personal standards. | I have always had an interest in law and did at one stage wonder about doing a law conversion after my degree... I particularly like criminal trials and cross examination of defendants or witnesses. It unfolds like a novel |

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| Resp. 58 | Agencies have to be present as organisers of services, but most of funding from MoJ goes to them and not to interpreters. Agencies don't care about the quality issues or how interpreters are treated. | Not a member, no benefits for interpreters, didn't feel they will be defining interpreters' rights. They are commercial organisations and their main role is business. | Code of conduct, confidentiality, politeness. | Proper service requires passion about the job. I loved it, I was enjoying myself. Passion for languages. |

| | 16. What do you find most challenging in court interpreting? | 17. Is there anything in particular the interpreter should /should not do in your opinion? | 18. Do you feel you receive enough feedback? What does it mean for you as a professional? | 19. Are you a member of any Trade Union? If so, what was your primary reason for joining? In not, why? | 20. If you would like to be contacted regarding the results of this research please provide your email address. |
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| Resp.1 | To remain emotionally detached in very sensitive cases. | Should never be partial. | No. I believe when interpreters perform well they are hardly praised, but they would surely be scrutinised if they make mistakes. | Yes, I joined in an attempt to find people who like me are so unhappy with the current situation and are willing to do something about it. | |
| Resp.2 | Getting the judge and barristers to be indulgent and trust that I am doing a good job | Always ask permission to go 'off piste' | You can see that I have placed a certain amount of feedback on my website. It is always very flattering and rewarding. However, it is completely useless because the people involved with the cases I work on, will never have another case in my language and so can never pass on the merits of my expertise by word of mouth. Upon completion of a case, the language connection ceases to exist. https://hatchbarnwell.co.uk | No | philipjava@gmail.com |
| Resp.3 | Keeping up with technical terms in Crown Court cases - when I did this job before agencies took over. | no | no feedback whatsoever | no. Colleagues who were members did not achieve anything. | annajackson@sky.com |
| Resp.4 | | Yes ,Never talk to appellant in the absence of a judge | | No | |
| Resp.5 | nothing in particular, but would say technical difficulties - for example when legal representatives and judges forget of our presence and do not speak in the microphone etc | should always keep an appointment or find alternatives for the client if they must cancel / should never act outside their well defined role (for example express opinions in legal advice or break the code of confidentiality) | Not nearly enough, it is important as it boosts confidence and markets my name | Indirectly, through APCI | abbresources@live.co.uk |
| Resp.6 | Hardly any briefing or preparation to th case, as if we are sort of google translate machines | I suppose an interpreter should interpreter faithfully and truthfully in an impartial manner what is said, stick to confidentiality rules and pretty much keep themselves within the professional boundaries. | Occasionally I get feedback thank you, which is great. | No, there is not any visible successful united group representing interpreters' interests. I believe that this function needs to be in the professional bodies hands. | |

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| Resp.7 | Hearing all parties properly. | Many thanks; could write an essay... | I get very little feedback, but when I do is positive. It feels rewarding. | No. | No, thanks. |
| Resp.8 | N/a | N/a | No | No | No |
| Resp.9 | Aggressive cross examinations | An interpreter always must be impartial and must not be an advisor at all. | It is comforting to be appreciated | Unfortunately I am not, somehow I am under the impression that | |
| Resp.10 | Barristers and solicitors who mumble despite warnings. | The interpreter should be helpful but reject any request regarding breaches of confidentiality. | To be thanked is always agreeable. | I am a member of a Trade Union and consider that joint strike action is, regrettably, sometimes the only possible option. | pcowood@msn.com |
| Resp.11 | BEING ABLE TO PHYSICALLY HEAR WHAT IS BEING SAID | SHOULD NOT GIVE HIS/HER OWN OPINION | RECEIVING FEEDBACK IS AN INCREDIBLE RARE EVENT | AM NOT A MEMBER OF ANY TRADE UNION | |
| Resp.12 | Hearing participants who don't have a clue what being deaf entails. | Interpreters should not work for The Big Word, Language Empire (particularly Language Empire - they are the worst agency I've ever encountered) or any agency which feeds off the Interpreter's hard-earned skills. Interpreters should always value their own worth and not give in to pressures to sell their skills for a pittance. | Yes. Feedback is invaluable for my professional development - but only if it comes from those who truly understand my role. | Yes. NUBSLI. I joined because in unity, we can hopefully stop the profession from being destroyed by idiots who lack understanding. | |
| Resp.13 | Prosecutors that speak too fast and force me to ask for repetition which breaks my simultaneous interpreting momentum. | Interpreters should always strive to interpret accurately. Interpreters should never voice their opinions and give advice. | Not really feedback, but both parties seem to be satisfied with the outcome of the conversation/interview/etc. | I was for one year long time ago, but I do more training now that interpreting so there is not much I can get from a Union. | helenad@dpsionline.co.uk |
| Resp.14 | Cross examination | | | | |

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| Resp.15 | Ignorance | Jump to conclusions | Normally, the interpreters are being thanked to by the judge at the end of the service, but a written feedback would be appreciated from time to time, for future clients | Unfortunately, no Trade Union is in position or willing to protect against or stand up to the unfair treatment and opportunities interpreters have been facing caused by evermore infiltrating agencies in the last 10 years. They are happy to take membership fees though. | renata8val@hotmail.com |
| Resp.16 | Getting into the courtroom without any knowledge what is going on there and what about it is | Not make personal relationships with the clients - being impartial | Not at all or very little | No | |
| Resp.17 | | | | | |
| Resp.18 | Other interpreters intervening to correct you, although the meaning is perfectly untouched. | Don't work for agencies who pays low rates. Have some dignity. | Nope. | No. Don't know weather they are useful | haganbayram@gmail.com |
| Resp.19 | Cross examination. | Should not engage in discussions. | Not really but I made sure I had done my job properly. | | Kwok.wah.lee@gmail.com |
| Resp.20 | the agencies and being treated like I'm a nuisance | don;t know | very rare and then much appreciated | no | no |
| Resp.21 | The need to be attentive at all times and good knowledge of legal terminology. | | It's not always possible to get feedback in the courtroom, maybe it's due to the nature of the job. Once the interpreter finishes his/her job in court, they receive a thank you and off they go. However, I did receive positive feedback on a couple of occasions, once from a Crown Court judge. I must say that it is always very encouraging and motivation to receive such feedback; it reinforces the idea that I have done a good job. | NIUPIT. The reason being to be part of a body that would stand up for my rights when needed and defend our profession. | |

| | 16. What do you find most challenging in court interpreting? | 17. Is there anything in particular the interpreter should /should not do in your opinion? | 18. Do you feel you receive enough feedback? What does it mean for you as a professional? | 19. Are you a member of any Trade Union? If so, what was your primary reason for joining? In not, why? | 20. If you would like to be contacted regarding the results of this research please provide your email address. |
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| Resp.22 | Going into a court "cold" i.e. with no background knowledge of the case can be difficult and daunting. The practicalities of dealing with bad acoustics or legal professionals we speak too quickly or indistinctly are challenging. Not following through on a case feels unsatisfactory. | Always follow our professional code. Always inform the court of any issues that might affect your performance. | No. I would like to receive feedback in a constructive way. | NUPIT because I believe in trade unionism and because our profession (PSI) is being constantly downgraded by government policy & unscrupulous agencies. | lucyhgreen@gmail.com |
| Resp.23 | Accents of some prosecutors | Should do the interpreting job nothing else | No | No | alireza50@hotmail.com |
| Resp.24 | Getting the judge to be understanding (this after my most recent experience) | Comprehension is the ultimate aim and if this end requires explanation rather than literal translation then permission must be sought first | Feedback is rewarding and flattering especially when complimentary but totally useless! Once a judge or a barrister finishes the case he will probably never have another Indonesian case so will never have the need to recommend my services | No | Not necessarily but here is my email anyway philipjava@gmail.com |
| Resp.25 | Technology. It is usually fine and NOT hostile. | NOT be judgemental or biased. | Yes. It allows you to appreciate what you can do and learn from your weaknesses. | | adenby@hotmail.com |
| Resp.26 | Ensuring all parties REALLY understand what the other(s) is/are saying | An interpreter should always remain true to him/herself and behave ethically; an interpreter shouldn't become too involved in cases (but I admit it's difficult at times ...) | There is very little, if any, linguistic feedback as the purpose of your presence is to ensure parties who would/might otherwise not understand each other can communicate. Generally no-one else speaks both languages so there is very little quality control. It's normally a matter of the parties 'feeling' and 'believing' that they understand each other and you have done a good job. There is a lot of trust involved on all sides. Professionally, it's quite isolating not to have any constructive feedback on linguistic aspects although it's always nice to be told you're a great interpreter! | No; I don't think the numbers are there to make changes; freelance work is, by definition, uncertain and with no guarantees. | rosecampbell@me.com |
| Resp.27 | Interpreting in complete without missing any thing when the lawyers have a total disregard of the fact that everything they say is being translated to the accused or witnesses...ie speaking too fast. | Must not advise or make comments other than on linguistic and cultural issues when required.must not breach confidentiality and impartiality | Is very important to get feedback in order to improve services. | No.it's would be better if all interpreters register with NRSPI OR similar body also become members of a professional body like CIOL in order to raise standards and maintaining standards by refusing take work from low grade agencies | Azhar10@aol.com |

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| Resp.28 | I am often not allowed to do my job and I am being pushed into a role that I should not be in. | That would be such a long list. E.g. an interpreter should not offer advice to the non-English speaker or influence their decisions. | The feedback that the agency receive is not shared with us unless it is something urgent. | I am not. | N/A |
| Resp.29 | the legal jargon, the non English litigants often do not understand it much even though it's interpreted in their own language | the interpreter should not add words just for the completeness of a sentence | | we are too few as a profession to be taken notice of as opposed to other trades | |
| Resp.30 | Be able to evrybody see see sense | Speak when the interpreter is not requested Discuss the sentence with the judge (as I have seen many interpreters do)!! | Not much really most of the times | Member of Unite (Interpreters Branch) for the ilusion of protection | |
| Resp.31 | The speed with which sometimes we have to keep up with, the language that is being used which sometimes is difficult to convey in the other language. | Never to interfere | I used to receive a certain amount of feed back which I always found helpful as it gave me a different perspective or looked at something in a different way in order to educate myself further. | I am no longer a member of any Union. No specific reason | |
| Resp.32 | When there is a long trial I find that I struggle with concentration by the end of the day. Nowadays courts are pushed for time and breaks are rarely given. | I have come across interprets offering advice and having casual conversations with the service user. I think this is unprofessional and unethical. | When I receive positive feedback it encourages me to strive for high professional standards. | No. | Saima.arooj@yahoo.co.uk |
| Resp.33 | simultaneous whispering to the defendant of barristers speeches who speak quickly, in convoluted legal jargon and facing the other way, so they are barely audible | never guess, in unsure of understanding something (like legal jargon) rather ask for clarification than guess what it may mean | I don't normally get any feedback | not a member | w_s_fenrych@wp.pl |

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| Resp.34 | <p>That there seems to be no particular place for us. There was a trial I was interpreting in during which I had to stand every day for 5 days for several hours a day because no proper seating arrangements had been made to accommodate the fact that I needed to have my notepad or that standing all the time is simply tiring.</p> <p>Solicitors in magistrate's courts also sometimes seem to have no awareness of what our job entails. They often speak too quietly for us to hear them or they speak way too fast for us to be able to catch up and do accurate simultaneous whispered interpreting.</p> | <p>- Interpreters shouldn't use 3rd person singular and I've heard it happen before.</p> <p>- They shouldn't give their opinion about the case they're assisting with nor should they show their emotions and how it possibly affects them on a personal level.</p> <p>- They should not be expected to be available all the time when being on a job. What I mean by this is when a court case breaks up for lunch there are often police officers or barristers who immediately want your help to interpret something to the witness or the defendant but you deserve to have your break so you cant rest.</p> | <p>I have been praised for doing my job in a case or a trial but it wasn't officially given feedback as it mostly came from barristers who could not comment on my interpreting. I have never been given feedback on the quality of my interpreting in court but I would really like to as that could be very valuable information.</p> | <p>I'm not a member. I don't feel there is enough information out there on the possibility of joining interpreters' union.</p> | <p>180166792@aston.ac.uk</p> |
| Resp.35 | | <p>Interpret correctly and not be afraid to ask for explanation if she/he does not understand something (this is what I teach my students).</p> | <p>We had regular meetings with judges in Immigration Court (some years ago) where we could air our concerns to the judges and vice versa. We received the most useful feedback from the judges. It is a shame this system was ruined.</p> | <p>No</p> | <p>No</p> |
| Resp.36 | <p>not to get emotionally involved</p> | <p>should only follow what is said and do not try to add interpreter's opinion</p> | <p>feedback from whom?</p> | <p>no, didn't feel the need</p> | <p>vudmast@mail.ru</p> |
| Resp.37 | <p>Long, complex and challenging cases hires only one interpreter. No case files are shared with interpreters. No briefing or notes are shared with interpreter. Interpreters are generally not respected and recognised for what we bring in court.</p> | <p>Know your limit and ability. Do not take cases which are way above the interpreter's competence and ability. Once the reputation is out and the damage is done, it is almost impossible to repair.</p> | <p>I'd love to received more. It will help me to grow to be a better interpreter.</p> | <p>Yes, to be stronger with others; for protection; avoid the exploitation.</p> | <p>l.li11@uea.ac.uk</p> |
| Resp.38 | <p>Lack of understanding of the role of the court interpreter by the parties and their lawyers</p> | <p>Give legal advice to clients</p> | <p>I rarely receive feedback but when I do it is usually very positive due to my dual qualifications as a lawyer and as an interpreter. Good feedback makes my day!</p> | <p>No. I haven't found NUPIT to be active enough on behalf of PSIs</p> | <p>se.leschen15@gmail.com</p> |

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| Resp.39 | Poor audio when you are in the dock with the defendant | Make it clear to the defendant anything said will be interpreted | N/A | No trade union have the will or the agenda to fight for the rights of the interpreters, in any case we are too small in numbers for any consideration and mostly self-employed freelances. We are, in most cases, alone. | |
| Resp.40 | Keeping up with the English speaker when they try to cut out the Non-English speaker (es. speaking really fast and unclearly, on purpose) | Stepping over boundaries. Way too often interpreters think they are helping by giving advice while they are in fact breaching the code of conduct. | Almost never, but when I do it is usually positive. | No. I confide in NRPSI. Maybe in the future I will. | jessica@styletranslations.co.uk |
| Resp.41 | The absolute lack of quality of interpreters, the unregulated being allowed to interpret and derange lawsuits/trials, the difficulty with lack of respect and patience towards consecutive interpreting | Should not do legal interpreting if they dont hold a law degree and a language degree!!! | No, sadly, and it doesn't really help | Unaware of it being possible | tradrotranslations@gmail.com |
| Resp.42 | Low fees in public sector. | Semi-professional thebigword workers should refrain from advising the end client on the case etc. and limit themselves to the interpreting. Non English speaking end clients have the right to be advised and consulted by a lawyer. | I generally receive very little feedback. Quit often no feedback means all went alright. I believe that it is nice to receive and provide feedback. . | No. I do not believeable thatre is any trade union for interpreters accept of AIIIC, which has nothing to do with PSIs. | No, thanks. Good luck with you theses! |
| Resp.43 | My client giving evidence when being cross-examined | Never come dressed in a red shirt & sandles as some unqualified interpreters for | No. | No. I don't think there is one unfortunately | kamaslam@hotmail.com |
| Resp.44 | I often find it difficult to hear all parties clearly. I am usually sat behind the speakers as they address the judge, so I miss lip movements and other non-verbal clues; also, the speakers often make no effort to raise their voice or enunciate properly. In other words, they are blissfully unaware of the interpreter's struggles to hear them and interpret their utterances. | The interpreter should never advise or give their opinion to any of the parties. They should resist the temptation to advocate for the client. | Feedback is always welcome. It depends if I work privately for a solicitor/barrister in consultations with the client, then I usually get feedback. Working directly for the Court, i rarely if ever get feedback. | No. | fr.int.dpsi@hotmail.co.uk |
| Resp.45 | | Shouldn't express own opinion about the case | definitely. I feel very satisfied. | no, not a member | mariyanash2410@hotmail.co.uk |

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| Resp.46 | Conditions where it can be hard to hear what is said, or where it is impossible to provide the standard the defendant deserves. | Interpreters need to be assertive to make sure that they can do their job properly. They need to be empathetic while maintaining impartiality. | Not a problem to me. | No. I appreciate their role, but can't be bothered with another organisation. In addition, NUPIT is affiliated to Unite and I do not agree with the politics of its leaders and do not want to be seen as supporting him. | petersolomonarabic@gmail.com |
| Resp.47 | Sometimes the atmosphere in the court room. Some legal concepts. People assuming there is a word for every word or concept in another language. People giving you half a sentence and expecting you to interpret it (impossible even on the basis of syntax).People giving you 50 sentences and expecting you to interpret them. Assumption if no-one needs a break,you don't need one, either. | Befriend the non- english speaking litigant, exchange phone numbers, private talks about the case | I don't really receive that much feedback.Although there is some occasionally. It is nice to be appreciated. | I am angry at the situation with agencies low pay etc.Left the union now though as it does not change anything | salingua333@gmail.com |
| Resp.48 | Listening to all parties - court room acoustics are horrible and those rooms that have headsets are always broken. And the legal arguments that are usually too fast. | Sorry, that's a very vague question. | Feedback is important and some people are sensible about it others are not. Some people think that feedback is only important if something when wrong but is just as important as saying what when right. Feedback is not a transfer process, it is a useful tool that, if well applied can make all the difference. | There isn't a Trade Union for interpreters that I know of. | inesdionisiopimenta@gmail.com |
| Resp.49 | It is a formal setting which mean it has to be very clear to what it has been said, simultaneous interpreting is very challenging for some cases. | Also dressing up professionally, always arriving in time. I still see some interpreters using He or She when interpreting for the non English speaker/professional, always use "I". | No, I don't think the languages agencies are doing enough to support the interpreters. The feedback is only on the paper, the language agencies always put profits before the standard as I have experienced in the last five years. | No, I don't find them useful. | Mabel.fan10@gmail.com |

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| Resp.50 | Unexpected vocabulary, as always. | Should not befriend the client | I do receive positive feedback sometimes which I appreciate | Was, not any more. | Yes |
| Resp.51 | The long winding sentences, often with highly convoluted language! | Plenty, but we need to be as impartial as possible | No. More would be good to reflect on | No, alas | sophm@hotmail.com |
| Resp.52 | emotional charge in some cases | offer consultation, give advice, express their own opinion, adding or omitting utterance | i do now since I have started supervision, it allows a safe environment for me to reflect on my professional practice and a room to grow as a professional. I have to add though that I might be in minority on this, most spoken language interpreters do not even know what that means to be supervised. BSL interpreters are successfully pioneering it and have even been now supported by NRCPD, their register. | Yes, I am a member of NUPIT. My reason to join was to support them but the management is not very efficient in our branch I found, sadly. | i_norton@hotmail.com |
| Resp.53 | 0 | Non - interpreter - friendly legal personnel | No - any sort of feedback is rare | No - I don't feel that NUPIT does enough for legal interpreters anymore | se.leschen15@gmail.com |
| Resp.54 | When court participants do not understand how to use interpreter and do not give him/ her chance to complete interpreting . | Court interpreter should be briefed before goes to the courtroom. | There's no feedback at all now . | No. | Saad.monir@yahoo.com |

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| Resp.55 | The lack of understanding of my role from the judiciary (not always, but often). Sometimes it is difficult to carry on when you are not appreciated for the job you do. Although we are not judges, or barristers without our profession those cases would not be able to proceed. A person has the human right to be able to understand and participate in their own proceedings. For a foreign citizen this is facilitated through us. This is not properly appreciated by the judiciary. In my opinion the new framework agreement has damaged our profession, probably irretrievably. | An interpreter should ALWAYS strive to follow the Code of Conduct and try to the best of their knowledge and ability, do the best job they possibly can, and take the job extremely seriously because ultimately we are dealing with peoples lives, futures and possibly life changing consequences. | I have instances where I get feedback but this only come from legal professionals who by their conduct during proceedings have demonstrated that they need our expertise and that they respect our profession as a whole. Without this attitude, there is no feedback because we are simply not viewed as professionals the majority of the time. | Not any longer! No one seems to be able to do anything. A lot of talk, no action! | orousestrans@gmail.com |
| Resp.56 | The lack of consideration from the professionals towards the interpreters (we are just machines who do not need regular breaks to keep the high standards of interpreting) | Be always impartial and do not give advice and your personal opinion. | I am fairly lucky and get enough feedback. I enables me to reflect on what went well and what I could improve. | Yes, GMB, but I am thinking about leaving because it did not helped the cause a few years ago, which was the main reason they even created a special branch for interpreters. | petra.janus@yahoo.com |
| Resp.57 | People who have never spoken via an interpreter either split their sentence in a random place without giving me a verb and that is very hard to work with. Others talk for far too long and then still expect me to relay what they have said verbatim. | An interpreter should not form an opinion or take sides and should interpret absolutely everything that is said. I find that I am often complemented after a case where I manage to convey tone and an attitude of the speaker.. there are different ways of saying even something simple like: no. There can be meaning behind a short sharp rude no, and then there can be a different meaning behind an honest, almost pleading no. Etc | Not enough feedback. Any feedback is very useful. | In a way because I think the APCI is a bit like a union | monica@sobrero.co.uk |

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| Resp. 58 | Differences in accents and educational and cultural background of non-English speakers. | | No. That's a big issue. Never received any constructive feedback, there should be an assessment of quality, but there is none. | No. Keep myself away, lack of trust and no need. | |

