

Charter of Best Practices and Relations amongst Interpreters

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Introduction

This charter of good colleague relations aims to be a reference, information and recommendation document for all freelance interpreters active on the Belgian market. It explains in detail the basic principles and best practices which, in the context of interpreting assignments, apply to any collaboration between a freelance interpreter and their contracting party. In endorsing this charter, the interpreter declares that they will make every effort to comply with the recommendations contained therein.

This charter also contains recommendations that are rather intended for the contracting party. The contracting party could be a colleague-interpreter, an interpreter's agency or an end client. These recommendations are also aimed at obtaining a smooth working relationship between the freelance interpreter and the contracting party.

1. Proposing and accepting an assignment

When the interpreter receives a proposal for an assignment, they must have all the information necessary to be able to accept or decline the assignment with full knowledge of what it involves. Every proposal must therefore be complete and contain the following elements:

- Interpretation mode: simultaneous in a booth, simultaneous with tour guide system, RSI, consecutive, whispered interpreting, liaison interpreting, etc.
- Assignment type (conference, social dialogue, training, event, etc.) and the subject
- Language combination
- Schedule
- Location
- Confirmed assignment or option.

Based on the exchanged information, agreements are then made about the fees and possible allowances (travel, per diem, etc.).

We recommend working with a contract or order form, in which this information and these agreements are included. Although it is the contracting party's responsibility to provide all the necessary information, if in doubt, the interpreter should not hesitate to ask any question that seems relevant.

We recommend that the contracting party does not systematically use options, and that when they are used, they are confirmed to the interpreter as soon as the assignment has been confirmed. In turn, an interpreter who sets a firm date with a contracting party will not accept any other assignment before contacting them, offering them the opportunity to confirm the option. In case of several options for the same date, the first option continues to have priority.

We also recommend that the contracting party sends group messages only in the event of extreme urgency.

2. Preparing for the assignment

Before the start of the assignment, the interpreter should have all the practical information required (exact address or the name of the RSI platform, timetable, subject, number of booths or tour guide systems, name and details of colleague(s) and - if applicable - of the team leader, details of the contact person, etc.)

The contracting party is requested to share with the interpreting team all the useful information and work documents required (agenda, reports, presentations, texts) for the successful execution of the service requested, preferably in all the working languages used by the interpreters. These documents being extremely important, especially for technical meetings, the contracting party will make every effort to obtain the relevant documents and deliver them to the interpreters within a reasonable time frame, so they have sufficient time to prepare.

The interpreter must be informed as soon as possible of any changes to the assignment, so that they can assess the consequences concerning their availability, their ability to perform the assignment, the composition of the team, the interpretation mode, the fees, etc.

For assignments with multiple booths, the contracting party shall assign a team leader. The name of this team leader shall be provided in advance to the end client and the team. The team leader handles communication between the interpreters and the end client, as well as with the technical team.

3. Interpretation assignment conditions and deontology.

3.1 Practical guidelines

The interpreter shall accept only those assignments they are qualified for.

Any interpreter who accepts an assignment commits themselves to be present at the agreed place at the agreed time, and to deliver the agreed service to the best of their abilities. If they wish to be replaced, then they should discuss this with the contracting party.

The interpreter will not accept any assignment where a risk of overlapping with another assignment might occur.

Interpreters work at least in pairs. In the exceptional case where an interpreter works alone, the duration of the service should be limited to one hour without any overrun. It is crucial to limit the physical and mental fatigue of the interpreters, not only to safeguard their health, but also to enable them to strive for the highest quality in every assignment.

The interpreter arrives on time (20 to 30 minutes in advance, unless otherwise agreed).

In the event of potentially arriving late, the interpreter makes every possible effort to notify their colleague(s) and the contracting party.

If, through circumstances beyond their control (e.g. illness), the interpreter is unable to deliver the service, they must inform the contracting party and their colleague as soon as possible, in order to find a solution together. If it is impossible to find a replacement, the interpreter who is present will make every possible effort to find a solution in consultation with the contracting party and the end client (e.g. more and longer breaks). The interpreter who is put in the position of working on their own reserves the right to refuse the assignment if no acceptable solution can be found.

3.2 Professional attitude

When the interpreter accepts an assignment, they commit themselves to prepare for the assignment and to make every possible effort to deliver a quality service.

The interpreter will behave in a polite and discreet manner, including on social media. They will not post any information about their assignment without consent from the contracting party and the end client.

The interpreter will maintain neutrality and impartiality in all circumstances.

Interpreting is teamwork. Each interpreter is careful not to disturb their colleague during work (noise, smells, etc.). Furthermore, interpreters are expected to help each other, share their glossaries, and perhaps also write down numbers and offer advice.

The interpreter makes a continuous effort to maintain and raise the standard of their skills and to keep them up to date.

The interpreter shall always look for the best solution in terms of hearing, vision and comfort, especially when working with a tour guide system.

The function of an interpreter presupposes an appropriate dress policy that is adapted to the assignment.

3.3 Duties of the interpreter

The duties of the interpreter are limited to the oral translation of speech or to sight translation of written text (no written translations).

Both in on-site meetings and teleconferences/video meetings, interpreting is only possible with acceptable sound quality of the spoken source material. If the sound quality is insufficient, the interpreters will notify the audience.

Videos will only be interpreted if the interpreter has been able to preview them or has received the script, providing that the speech rate is not too high and that the sound is perfectly audible in the interpreter's headphones. If this is not the case, the client and/or interpreter will notify the audience that the videos will not be interpreted.

Interpreting during informal moments (breaks, meals, etc.) should be agreed upon in advance with the contracting party and may result in higher fees.

3.4 Client privilege and confidentiality

Interpreters are bound by client privilege and will never share information obtained in the context of an interpreting assignment. They are prohibited from using confidential information for their own benefit or that of a third party.

3.5 Fair play

The interpreter agrees not to approach the end customer for canvassing purposes.

If during the meeting documents are distributed, the interpreter is allowed to give their e-mail address for the purpose of receiving these documents.

If the client or any other person attending an event (e.g. participant, speaker, organizer, etc.) contacts the interpreter, and the interpreter was assigned via an agent, then the interpreter will refer this person to the contracting party. If necessary, the interpreter may state his or her name.

4. Fees

4.1 Assignment - Recommended fee per unit of time

Establishing clear agreements concerning fees is recommended, depending on the nature of the assignment. Conference interpreters are highly trained and practise an intellectual profession which requires an exceptional level of concentration. Furthermore, they spend a large amount of time on the preparation and management of their assignments, on the basis of the documentation they receive or their own research concerning the subject. As a consequence, a fair remuneration for every assignment is paramount (see chapter 8 for more information on RSI assignments).

Fees are updated every year, taking into consideration adjustments in the health index, at the minimum.

The basis for calculating the fee is a full day of interpreting. A day of interpreting consists of regular breaks, including a lunch break of at least one hour, unless otherwise agreed upon by all the interpreters involved. The duration of the assignment will not exceed 8 hours (including breaks) or 6 hours (including breaks) in the case of RSI.

Applying a half-day fee for an assignment which lasts no longer than 4 hours (including breaks) can be considered, on condition that the assignment ends before 13.00 or starts after 14.00, leaving the rest of the day available for another assignment in Brussels, taking into account the travel time. In that case, the fee amounts to at least 70% of the fee for a full day of interpreting.

The half-day fee is the lowest possible remuneration for any interpreting assignment.

4.2 Overtime

If an assignment takes more time than anticipated, interpreters should show some flexibility by staying up to fifteen minutes longer without charging a supplement. As soon as the overtime extends beyond fifteen minutes, they are allowed to wrap things up and leave, after consultation with the contracting party and after the end client has been informed. The interpreters may work longer, provided that each one of them is available and wishes to continue the assignment and on condition that the contracting party agrees to pay a supplement.

Charging at least 20% of the daily fee per hour of overtime is recommended. However, working longer than 10 hours (including breaks) is not recommended. If it appears that the assignment may take longer, it is advisable to provide a second team of interpreters.

If a half-day assignment takes more than 4 hours (and fifteen minutes), it is advisable to apply at least the full-day fee.

4.3 Night work

For assignments starting during the day but continuing after 22.00, or starting before 08.00 and ending during the day, we recommend a night supplement of at least 15% of the full-day fee on top of the full- or half-day fee, for each started night hour (i.e. between 22.00 and 08.00). As soon as an assignment takes place in part or entirely between midnight and 06.00, a double full-day fee is recommended.

4.4 Travel allowance / Parking allowance

It is important to make agreements on a travel allowance, taking into account the venue of the meeting, its accessibility, any available parking, etc.

The official tariff of the Belgian government is recommended as the minimum travel allowance. This is published each year on 1 July (see fedweb.belgium.be > Verloning en voordelen / Rémunération et avantages > Vergoedingen / Indemnités > Vergoeding voor reiskosten Indemnité pour frais de parcours).

It is customary to calculate this travel allowance from the centre of Brussels (return). For destinations within the Brussels orbital motorway, a fixed mobility allowance may be charged.

For assignments abroad, the contracting party may choose to pay or reimburse the actual travel costs of the interpreter instead of paying them the kilometre allowance (see point 4.5 below).

4.5 Per diem / Travel time allowance (frais d'approche/frais de déproche)

If the client does not provide meals, the interpreter is entitled to a daily allowance (per diem). This allowance should cover reasonable meal expenses.

Where travelling is required, if the interpreter cannot possibly travel to the assignment location at a reasonable hour, or if the interpreter cannot possibly return home at a reasonable hour, the contracting party must provide local sleeping accommodation (arrival the day before or departure the day after the assignment).

Furthermore, if the interpreter cannot accept another assignment the day before or after the assignment abroad, due to the necessary travel time, a reasonable travel time allowance is to be provided (*frais d'approche* / *frais de déproche* respectively; usually this allowance is at least 50% of the full-day fee), depending on the destination, travel time, accessibility of the meeting place and the necessary rest time for the interpreter.

The contracting party will bear the travel and accommodation costs of the interpreter immediately and in full. This may be a kilometre allowance (see also 4.2) or actual cost allowance. In the latter case, the contracting party provides the interpreter with the necessary travel documents. In exceptional cases, the interpreter may arrange all the necessary reservations, provided this was agreed upon between the contracting party and the interpreter. In this case, and at the request of the interpreter, the travel and accommodation allowance can be reimbursed before the assignment.

5. Cancellation conditions

Proper cancellation conditions are indispensable.

If a confirmed interpreting assignment is cancelled, the following minimum conditions will be applicable. If the client or their contact cancels less than a week in advance, the fee will be paid in full. If the client or their contact cancels between one and two weeks in advance, 50% of the fee will be paid.

If the interpreter has already started the journey at the moment they are informed of the cancellation, the non-refundable travel and accommodation costs already paid by the interpreter will be completely refunded upon presentation of a supporting document or an invoice / expenses note.

6. Invoicing / payment

The interpreter will send their invoice in due course: preferably before the end of the month and at the latest on the 15th day of the month following the interpreting assignment (in accordance with the VAT Code).

Invoices or fee notes must be paid within 30 days of their invoice date.

7. Equipment

7.1 Interpreter booth

Interpreters work from an interpreter booth, installed in the meeting room with an unobstructed view of the main speakers. The booth must comply with ISO 2603 if it is a fixed booth, or with ISO 4043 if it is a mobile interpreter booth. These standards define the requirements and recommendations for interpreter booths, including minimum dimensions and ventilation.

In the exceptional case where it is impossible to install the booth so that the interpreters have an unobstructed view of the speakers, installing one or more TV screens is recommended, providing the interpreters with a clear view of the speakers and, when appropriate, of the documents projected in the room.

7.2 Portable equipment (portable whisper set, tour guide, infoport or bidule)

Tour guide systems are meant to be used with small groups of participants, i.e. for a company or on-site visit. In any case, the interpreter should be able to move around freely and be close to the speaker. If the layout of the room makes this impossible, sound amplification must be provided.

The contracting party is responsible for the transportation of the tour guide system. If the interpreter assigned to the interpreting mission agrees to collect or drop off the tour guide system somewhere else, applying a fee supplement is recommended.

In the case of damage, loss or theft of the tour guide system, the contracting party is liable. In any event, the interpreter working with the tour guide system shall do so with due diligence.

The contracting party must ensure that the equipment works properly, that the batteries are charged, that spare batteries are available and that every headset and microphone is properly disinfected.

At the start of an interpreting assignment, the interpreter helps the organizer to explain how the headphones function and to emphasize how important it is that all headphones be returned at the end of the interpreting assignment.

8. Remote interpreting or RSI (Remote Simultaneous Interpreting)

In remote interpreting, working from an interpreting studio (also called 'hub') offers a series of advantages: the interpreters occupy the same room and work in an equipped interpreting booth with the assistance of a technician.

As the cognitive strain is higher with RSI, limiting work sessions to 6 hours per day (breaks included) and to 3 hours per half day (breaks included) is recommended. Working alone as an interpreter should be avoided, even for assignments of one hour or less. As with traditional on-site interpreting assignments, regular breaks should be scheduled.

The interpreter who is on a break and leaves their workspace should remain contactable at all times, in particular in the case of possible technical problems.

With a view to good sound quality, the contracting party emphasizes to the client or the intermediary that every participant should use a stable internet connection and a high-quality microphone, and that they must switch on the webcam every time they speak. If, due to poor sound or image quality, the interpreter is unable to continue interpreting, they must report this and have the right to suspend interpreting.

As with on-site interpreting assignments, it is important for the interpreters to have a clear view of the speakers and the presentations.

If the interpreter works from home or via an online platform:

- The interpreter shall learn how to operate the relevant RSI platform. Technical briefings, demos, tests etc. could be subject to higher fees.
- The interpreter working from home uses a computer with sufficient power, a wired internet connection and a headset with a noise-cancelling microphone or a professional microphone, each with a USB connection. Wireless connections are to be avoided. The use of a high-quality headset or headphone is essential.
- The interpreter prepares themselves and logs in 30 minutes before the start of the meeting, unless otherwise agreed with the client.
- The interpreter makes every effort to limit ambient noise to a minimum.
- Under no circumstance can the interpreter be held liable for technical malfunctions (e.g. internet outages, power cuts, computer failure, malfunction of the platform used, ambient noise beyond the control of the interpreter, such as road works, etc.)
- The interpreter knows who to contact in case of technical problems (a technician of the platform used or a contact person for the conference.)
- The interpreter has an extra channel (WhatsApp, SMS, etc.) to stay in contact with their colleague during the interpreting assignment (consultation between colleagues, helping each other with a technical problem, etc.)

At least the same conditions and fees as for on-site interpreting assignments apply for every online interpreting assignment (RSI). This also applies to the cancellation conditions.

The same rules apply to recordings of both RSI and on-site interpreting assignments (see point 9).

9. Recording

The interpreting service provided is exclusively intended for immediate and direct use by the audience during the interpreting assignment and should be considered a communication aid.

Recording or broadcasting the interpreting service is not allowed without prior consent from the interpreters involved (in accordance with the General Data Protection Regulation).

In some cases, recording of the interpreting service may be requested to facilitate the work of the administration office, but in other cases recordings are distributed or shared. The intellectual property rights of the interpreting service belong to the interpreter (in accordance with Directive 2001/29 EC, the Berne Convention and the Belgian law of 30 June 1994). In the case where the recordings are broadcast or distributed, a supplement of at least 30% of the fee is recommended.

The inclusion of a liability clause is recommended with every recording of the interpreting assignment (see point 10).

10. Liability clause

The inclusion of a liability clause is recommended in the contract and/or the terms and conditions, with at least the following elements:

- The interpreting service constitutes a best-endeavours obligation and serves to facilitate communication. It is by no means an authentic record of the speeches and/or debates. Only what is said in the original language, or a revised written translation of it, may be considered valid. In the case of discrepancies between the simultaneous interpretation and the original spoken word (or the revised written translation thereof), the latter takes priority.
- With RSI, the sound quality of the participants' internet connection can have an impact on general image and sound quality, and consequently on the quality of the interpretation, for which the interpreter cannot be held accountable.