



Full Member  
European Legal Interpreters and Translators Association



Association of Police and Court Interpreters



Regular Member  
Fédération Internationale des Traducteurs (FIT)

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14 March 2012

Chief Superintendent Kay Wozniak  
Head of Criminal Justice Department  
Avon and Somerset Constabulary  
Froomsgate House  
Rupert Street  
Bristol BS1 2QJ

By e-mail to [criminaljusticesupportunit@avonandsomerset.pnn.police.uk](mailto:criminaljusticesupportunit@avonandsomerset.pnn.police.uk)

Dear C/Supt Wozniak

### **Interpreting services consultation**

These submissions in relation to your current review of language service provision are made on behalf of the following representative bodies:

Association of Police and Court Interpreters (APCI)  
Institute of Translation and Interpreting (ITI)  
National Union of Professional Interpreters and Translators (NUPIT) / UNITE the Union  
Professional Interpreters' Alliance (PIA)  
Society for Public Service Interpreting (SPSI)  
Society of Metropolitan Police Interpreters (SOMI)  
Wales Interpretation and Translation Service (WITS)

Our considered view is that the Ministry of Justice (MoJ) Framework Agreement will not adequately meet your needs because (i) it is not capable of providing a consistent, effective service and (ii) it will not deliver the promised savings.

The benefits to which you refer in your letter of 23 February 2012 are also likely to prove illusory. We understand that requests for service are routinely ignored by the MoJ's chosen service provider, Applied Language Solutions (ALS). We have evidence that inexperienced individuals are being offered assignments to which a Tier 1 interpreter should be allocated. Registered Public Service Interpreters are already bound by a Code of Conduct.

### **I Service**

I assume that you are aware of the content of the plethora of articles which have appeared in the media regarding the chaos visited upon the Courts by ALS since 30 January 2012, so I do not need to repeat it here. Please see the attached file 'Media Coverage' for quick reference.

Even Justice Minister Crispin Blunt has been forced to admit that implementation of the contract has caused 'unacceptable disruption' (*The Times*, Friday 24 February 2012, <http://www.thetimes.co.uk/tto/news/article3330180.ece>). This is what you may look forward to if you sign up to this contract.

The fact is that ALS does not have enough interpreters on its books to service its existing obligations, and a large proportion of those it does have are unqualified, inexperienced and untested.

The MoJ would have you believe that these are but 'teething problems' linked to the implementation of the contract, but we would advise you that they are not. There is no possibility of professional interpreters ever buying into the ALS model, since, apart from the derisory terms and conditions on offer, they reject the contempt for standards and quality shown by ALS. In a recent survey conducted by the 'Interpreters for Justice' campaign, 90% of 1,206 interpreters who responded stated that they had no intention of signing up with ALS.

We submit that outsourcing to ALS will lead to an immediate drop in the availability of interpreters and in the quality of interpreting available to you, which may place you in breach of your obligations under the Police and Criminal Evidence Act 1984; the Human Rights Act 1998 / Articles 5 and 6 of the European Convention on Human Rights; and Directive 2010/64/EU of the European Parliament and of the Council of 20 October 2010 on the right to interpretation and translation in criminal proceedings.

## **II Savings**

Prior to rolling out its Framework Agreement, the MoJ claimed that it would save £18m per year on expenditure of £60m per year.

Six weeks into the implementation of the contract for provision of language services to the Courts and the Tribunals, these claims have been demonstrated to be false. The additional costs of keeping defendants in custody, postponed and abandoned trials have soared to the point where the vaunted annual savings have been completely wiped out. The cost of cases appealed on the grounds of inadequate interpreting have yet to be quantified, but as solicitor John Storer recently said, 'I imagine that the knock-on effects of this contract will be occupying the Court of Appeal in the months to come' (*The Justice Gap*, 27 February 2012, <http://thejusticegap.com/News/language-problem-the-controversy-over-the-court-interpreters-contract/>).

A force which outsourced its interpreting (Bedfordshire) found that first year expenditure was 100% over budget and is now considering a return to a managed resource model.

## **III Alternative solutions**

By contrast, one police force which has resisted the pressure to outsource interpreting (Cambridgeshire) has been able to produce year-on-year savings on interpreting costs of 42% and reduce the average cost per assignment from £250 to £120. This was achieved by means of careful cost management and efficiency savings. The force enjoys an excellent relationship with its interpreters and is not plagued by availability problems.

If you wish we would be happy to talk to you about the 'Cambridgeshire model' or alternatively we can provide you with a contact at Cambridgeshire who will be pleased to give you more information.

The Welsh forces have been able to achieve savings of between 30 and 50% by working with the Wales Interpretation and Translation Service (WITS).

The Metropolitan Police Service has opted out of the Framework Agreement and has made substantial savings through the introduction of their Language Programme and by streamlining their system:

[http://www.met.police.uk/foi/pdfs/disclosure\\_2011/september/201108000730.pdf](http://www.met.police.uk/foi/pdfs/disclosure_2011/september/201108000730.pdf)

In conclusion, we consider that the MoJ's chosen service provider is far from being able to meet the needs of the communities you serve, and until such time as there is a realistic prospect of it being able to do so, we cannot advise you to sign up to this agreement.

Yours sincerely,



**Alan P M Thompson**  
**Secretary**