



# Professional Interpreters for Justice

14 April 2012

By e-mail to: Fiona.Wilson@homeoffice.gsi.gov.uk

Dear Ms Wilson,

**OBTAINING BETTER VALUE FOR MONEY FROM POLICE PROCUREMENT (2)**  
**THE POLICE ACT 1996 (EQUIPMENT) (AMENDMENT) REGULATIONS 2012 AND THE**  
**POLICE ACT 1996 (SERVICES) REGULATIONS 2012**

These submissions in relation to your current consultation on national police procurement policy 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 Official Metropolitan Interpreters (SOMI UK)

**Our submissions concern the Home Office document "Obtaining Better Value From Police Procurement"<sup>1</sup> and specifically the inclusion of "Translators and Interpreters"<sup>2</sup> under the "Language Services" Framework as published by the Ministry of Justice in 2011 and covered on pages 9 and 20. In particular, our concerns address the consultation questions regarding:**

- **the operation of the procedures**
- **the impact of the regulations on the police service**
- **the impact of the regulations on small enterprises**
- **the impact on particular groups of people covered in the public sector equality duty**

**We also offer our alternative solutions and evidence of their effectiveness to demonstrate that proven steps can be taken to realise credible and lasting results.**

There is undoubtedly value in the concept of national police procurement, particularly where there is an option for other forces to utilise a Framework Agreement (where this is deemed to meet the needs of that force). However, quality of service must not be sacrificed in an all-out attempt to save money. National procurement policies must allow for local flexibility in order to reflect the variation in local needs; e.g. what is suitable for a large metropolitan force may not be applicable to a rural one and vice versa.

Interpreters are used by the police services for essential communication with the public, 95% of which is of an evidential nature for victims, witnesses and suspects and so is required to be of the highest standards. Failure to achieve the required standard will result in increased risks of, at the very least, unacceptable delays in justice and at worst, miscarriages of justice. Either way it will be accompanied by increased costs (e.g. keeping people in custody) and reductions in public confidence and satisfaction.

Standards and rates for interpreters used in the Criminal Justice System were set by the National Agreement (NA) <sup>3</sup> in 1999 as a result of a serious miscarriage of justice caused by the use of unqualified interpreters. The NA is a safeguard to basic human rights and was put in place following the recommendations of Lord Justice Auld in order to ensure the right to a fair trial. It requires spoken language interpreters to be registered on the National Register of Public Service Interpreters (NRPSI) <sup>4</sup> and to have full qualifications and experience before they can be used in the criminal justice arena. It also requires interpreters to be vetted by Police Forces to ACPO standards.

Our considered view is that the Ministry of Justice (MoJ) Framework Agreement will not adequately meet the needs of the police service because, (i) it is not capable of providing a consistent, effective service; (ii) it will not deliver the promised savings and interpreter services and; (iii) it is not providing the quality of service required by the National Agreement.

Also, the potential benefits expounded by MoJ are 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 and unvetted 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**

We 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 we 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 Guardian*, Friday 2 March 2012) <sup>5</sup>. This is what police forces may look forward to if Ministry of Justice (MoJ) Framework Agreement is included in national police procurement policy.

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 rates of pay under the 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.

Justice is a function of the state and should not be handed over to the private sector which reduces standards for profit. The MoJ can only maintain and attract professional interpreters if they pay appropriate rates – and those of public service interpreters have not been increased since 2007. The implementation of the Framework Agreement and the outsourcing to ALS have shown that you cannot cut rates without impacting on quality.

### **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.

Two months 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, and of 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)<sup>6</sup>.

### **III Alternative solutions**

The Metropolitan Police Service has opted out of the Framework Agreement and has made substantial savings<sup>7</sup> through the introduction of their Language Programme and by managing their system more efficiently without the need for cutting interpreters' rates. There is a not-for-profit system to book and pay interpreters with a proper auditing trail and statistics and, crucially, they have involved interpreters throughout and continue to hold regular consultative meetings with the representative body, SOMI UK, in order to address all matters of concern.

Another 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.

The Welsh forces have been able to achieve savings of between 30% and 50% by working with the Wales Interpretation and Translation Service (WITS). Here, a managed 24/7 service is providing the same benefits the MoJ hoped to introduce, but it is achieved without using an external commercial supplier.

The above models are already delivering to the police forces all the benefits which the MoJ Framework Agreement claims to deliver, whilst at the same time maintaining high standards by using qualified professional interpreters in line with the National Agreement.

In conclusion, we consider that the MoJ's chosen service provider is far from being able to meet the needs of the communities they serve, and until such time as there is a realistic prospect of it being able to do so, **we urge you to remove the MoJ Framework Agreement from the Police Procurement Policy.**

This Framework Agreement has already caused massive problems in the UK courts since it was rolled out in February 2012. This situation must not be allowed to be extended to the police forces so that similar disruption and poor quality service is avoided.

Yours sincerely,

Klasiena Slaney

For and on behalf of the Joint Interpreters' Campaign Steering Group

### **Contact details for the Joint Interpreters' Campaign Steering Group:**

#### **Participants:**

- [Association of Police and Court Interpreters \(APCI\)](http://apciinterpreters.org.uk) chairman@apciinterpreters.org.uk
- [Institute of Translation and Interpreting \(ITI\)](http://iti.org.uk) chiefexec@iti.org.uk
- [National Union of Professional Interpreters and Translators \(NUPIT\) / UNITE the Union](http://nupit.org.uk) amelianaranjo.nupit1@virgin.net
- [Professional Interpreters' Alliance \(PIA\)](http://profintal.org.uk) info@profintal.org.uk
- [Society for Public Service Interpreting \(SPSI\)](http://spsi.org.uk) chairman@spsi.org.uk
- [Society of Official Metropolitan Interpreters \(SOMI UK\)](http://somiukltd.com) board@somiukltd.com

**Observers:**

- [Chartered Institute of Linguists \(CIOL\)](#)
- [National Register of Public Service Interpreters \(NRPSI\)](#)

**Specific links for further information**

1) Home Office Consultation Obtaining Better value from Police Procurement

<http://www.homeoffice.gov.uk/publications/about-us/consultations/police-procurement-2/>

2) Home Office document Obtaining Better Value from Police Procurement

(Page 19)

**Requirement to use the police procurement hub**

3. All police forces must use the service known as the police procurement hub, as specified in the Zanzibar Services Framework Agreement (b), to the exclusion of any other arrangement offering a procurement service.

(Page 20)

**Transitional provision**

5. Where on the date these Regulations come into force, a contractual commitment has already been entered into for the supply for police purposes of one or more of the services listed in the Schedule, regulation 2 shall not apply until the contractual arrangements in question expire or are otherwise terminated in accordance with their terms.

**Translators and Interpreters** **Language Services (b)**

**(b) Published by the Ministry of Justice in 2011**

[Obtaining better value from police procurement \(PDF file - 335kb\)](#)

3) National Agreement (NA)

[National Agreement on Use of Interpreters](#)

4) National Register of Public Service Interpreters (NRPSI)

[National Register of Public Service Interpreters](#)

5) *The Guardian*, Friday 2 March 2012

<http://www.guardian.co.uk/law/2012/mar/02/interpreters-courts-protest-privatised-contract>

6) *The Justice Gap*, 27 February 2012

<http://thejusticegap.com/News/language-problem-the-controversy-over-the-court-interpreters-contract/>

7) Metropolitan Police Service opted out of the Framework Agreement

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