

Dear Colleagues,

In this update, we would like to give an overview of the developments in the ongoing conversation between interpreters and the Ministry of Justice over the future terms and conditions of interpreters' future work.

First of all, we would like to pass our thanks to Sophie Man-Cheung, MSc Trans, NRPSI, DPSI Law, a German and Arabic interpreter, for her contribution to a great article published in The Times newspaper, outlining the current woeful situation court interpreters in the UK have found themselves in. (<https://www.thetimes.com/uk/law/article/court-interpreter-service-badly-wrong-9hmxgfw8c>). Thank you Sophie for making it happen. In the article, Cathrine Baksi, The Times correspondent, explains that the current outsourcing model is not sustainable given the existing remuneration and retention rates in the cohort of qualified Level 6 interpreters. It echoes the words of the Chair of the HoLs Public Service Committee, Baroness Morris, that the contract had gone "badly wrong". More to Sophie's credit are the articles in the Law Gazette: (<https://www.lawgazette.co.uk/news/court-interpreting-moj-rebuffs-peers-plea-to-halt-procurement-process/5121863.article>). More to come!

The push and pull exercise between interpreters and the contractor carries on.

The current Supplier falls short of the requirements set out by the MoJ for contractors of procured services.

According to the MoJ's Terms and Conditions of the Contract for Services, the Supplier is expected to:

"2.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade"

Being a purely business enterprise, thebigword has no standing in the industry as such, is run by non-interpreters and has no professional interpreter representatives on the board of the directors.

The quality of the interpreting service has declined and keeps doing so as contractor's only response to the crisis is to recruit more people to override the shortage of supply. It is of no surprise and has been confirmed by the written and oral evidence given by legal professionals that this is the road to nowhere.

There must be recognition of the title.

"2.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement"

Thebigword claims that it has 1800 eligible interpreters on their register. This figure cannot be trusted as it includes interpreters who have left thebigword and no longer accept jobs via thebigword, but still remain on the books. Many interpreters have found out, to their utter shock, that their personal information is still being used by thebigword as they continue receiving job offers from thebigword. Many interpreters have had to use their "right to forget" and formally request removal of their personal information from thebigword's register.

The MoJ spends millions of public money to fund the contract with thebigword, but provides no data on the effectiveness of use of those funds. No assessment has been made of the actual as opposed to the expected value for money of that contract. The National Audit Office, exploring the causes of the backlog of cases in the criminal justice system, expressly states in its report that they do not seek to examine and report on value for money of the MoJ's and HMCTS's work to date to reduce the backlog, henceforth, making no evaluation of how much money is wasted if an interpreter is not provided, or if the interpreter cancels at the last minute and the case is adjourned as a result. The Ministry of Justice has a decisive role in setting the rates for interpreters. As the matters stand, interpreters are individual businesses. The sourcing model must not put smaller businesses at a disadvantage by funnelling the service through a third-party business interests.

Interpreters as businesses must not be discriminated against.

"2.2.6 comply with all applicable laws" (<https://assets.publishing.service.gov.uk/media/602bc41fe90e070562513e3c/po-general-terms-services.pdf>)

As the interpreters' claim led by Leigh Day LLC has progressed to the stage of a direction hearing, we are welcoming the news of the 'key measures in the employment rights bill' firmly secured by the unions (<https://www.theguardian.com/politics/2025/mar/04/uk-unions-welcome-ministers-decision-to-bolster-workers-rights-bill>). The bill will give more than 1 million low-paid workers on zero hours 'the right to a new contract' and will face its final vote in the Commons next week. However, there are fears that it will not apply to interpreters as the profession is not unionised - the idea that reverts back to the need of the recognition of the title.

The GMB trade union invites all interpreters and translators to a meeting at the GMB headquarters (in person, or online) on Friday, 14 March at 17:30, to discuss the establishment of a dedicated branch. To register for the event, follow the link:

<https://forms.gle/XhpT5p3opxQ7Jk6n7>

Interpreters must unite to protect themselves.

“2.2.7 provide all equipment, tools and vehicles and other items required to provide the Services (<https://assets.publishing.service.gov.uk/media/602bc41fe90e070562513e3c/po-general-terms-services.pdf>)

No workable solution to the recent app failure was offered by thebigword executives, thereby leaving a great number of interpreters working in courts out of work for days. Eighty per cent (80%) of colleagues who took part in our survey reported experiencing difficulty accepting jobs on the app. Meanwhile the company is making boasts of further business development wins in America, more online video platform breakthroughs. All the while, whatever fee is offered to interpreters ‘on the ground’ is taken back, so the company stands to gain where interpreters lose out. The deeply flawed algorithm system of calculating travel expenses continues to be a stark example of this.

Interpreters must not be sidelined as far as the client/contractor relationship is concerned. There must be a direct contact line where interpreters can send their grievances about the contractor

With interpreters still not offered a seat at future stakeholder discussions, nor any clarity given on how the ‘rate indexation will flow through the contract’ by Sarah Sackman, Minister of State for courts and legal services, we are calling on interpreters working in courts to further withdraw their services on **24-25 March** and **16-17 April** this year. Please join the protest. We need your support.

Yours,
The UK Court Interpreter Initiative