Terms and Conditions of Use for the Free Interpreting Service

1. General

1.1 The Free Interpreting Service (FIS) is delivered by the Translating and Interpreting Service (TIS National) on behalf of the Department of Home Affairs (the Department).

1.2 These Terms and Conditions of Use for the Free Interpreting Service (‘**Terms and Conditions**’) apply to all clients who apply for, and are approved to use, the FIS. They replace the previous *Terms and conditions of the Free Interpreting Service for non-government organisations*. Where an approved Organisation or individual holds multiple FIS TIS National client codes, these Terms and Conditions apply to each client code.

1.3 The terms and conditions available at [General Terms and Conditions of Use](https://www.tisnational.gov.au/Policies/Terms-and-Conditions), including the Terms and Conditions for Bookings and the Website Terms and Conditions, also apply to Your use of the FIS.

2. Definitions and interpretation

2.1 In these Terms and Conditions, unless the contrary intention appears, each capitalised word has the meaning set out in the General Terms and Conditions of Use. The following definitions also apply, unless the contrary intention appears:

* ‘**Organisation’**means an organisation or individual user of the FIS
* ‘**Personal Information**’ has the same meaning as it has in section 6 of the *Privacy Act 1988* (Cth)
* ‘**You**’ or ‘**User**’ means anyone who uses the FIS, including Organisations and individuals. ‘Your’ has the corresponding meaning.

2.2 In these Terms and Conditions, unless the contrary intention appears:

a. words importing a gender include the other gender;

b. words in the singular include the plural, and vice versa;

c. headings or words in bold format are for ease of reference only and do not affect interpretation;

d. words importing a person include a partnership and a body, whether corporate or otherwise;

e. unless stated otherwise, a reference to legislation is to legislation of the Commonwealth and includes any statutory modification, substitution, or re-enactment of that legislation or legislative provision;

f. if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning; and

g. any appendices or attachments form part of these Terms and Conditions.

3. User agreement

3.1 By accessing the FIS, You acknowledge that You have read these Terms and Conditions and the terms and conditions available at [General Terms and Conditions of Use](https://www.tisnational.gov.au/Policies/Terms-and-Conditions), including the Terms and Conditions for Bookings and Website Terms and Conditions, and agree to be bound by them.

3.2 You agree on behalf of Your Organisation, or as an individual registered User, to:

a. use Your FIS TIS National client code:

i. only for eligible activities (as described in [Appendix A](#Appendix_A) below);

ii. to deliver services only to people in Australia who are eligible for Medicare;

b. notify TIS National of any cancellations by following the procedures outlined in the [TIS National Cancellation Policy](https://www.tisnational.gov.au/Policies/Cancellation-policy), including making all reasonable efforts to provide sufficient notice, acknowledging that cancellations with insufficient notice result in costs to the Department;

c. notify TIS National within 30 business days:

i. if Your Organisation wishes to use Your FIS TIS National client code for a new service or activity, noting that any such use will be subject to approval by TIS National and may require the Organisation to submit an updated application form;

ii. of any change to Your contact details or those of Your Organisation, including Organisation name, contact person, address (street and postal), email, or telephone number;

d. restrict the use of Your FIS TIS National client code to Your Organisation only, acknowledging that You are not permitted to provide the code to external individuals, agencies or organisations for use, even if Your Organisation refers clients to that agency or organisation or collaborates with that agency or organisation;

e. use on-site interpreting services during business hours only (Monday to Friday, 8 am to 6 pm), unless a special exemption has been approved by TIS National (except for those which are excluded under [Appendix A](#Appendix_A)); and

f. abide by the Additional Terms and Conditions of Your specific client group specified in [Appendix A](#Appendix_A).

3.3 You agree on behalf of Your Organisation, or as an individual registered User, that TIS National may:

a. review Your Organisation’s use of Your FIS TIS National client code and use such information when assessing any future application to continue using Your client code or receive a new client code, acknowledging that past fraudulent use may affect eligibility to be granted another client code;

b. upon providing at least 14 days’ written notice of any amendments via email to Your Account administrator’s registered email address and by publishing an alert on the Website, amend these Terms and Conditions in the following circumstances:

i. to reflect changes in law, government process or policy;

ii. where reasonably necessary to enable the efficient management of the Services; or

iii. where TIS National otherwise considers it appropriate to do so, acting reasonably,

with any such amendments coming into effect 14 days after the date of the notice, or from any other later date specified in the notice;

c. at its discretion, refuse to grant You access to the FIS, or suspend or cancel Your existing access; and

d. disclose Your Personal Information to the Department for the purposes of:

i. performing its legislative and administrative functions;

ii. policy development, research and evaluation;

iii. complaints handling;

iv. program management;

v. contract management;

vi. management of correspondence with the public; and

vii. promotional activities.

You can find more information about the way in which the Department will manage Your Personal Information in the Department’s detailed [Privacy Policy](https://www.homeaffairs.gov.au/access-and-accountability/our-commitments/plans-and-charters/privacy-policy), or the TIS National [Privacy Notice](https://www.tisnational.gov.au/Policies/Privacy-Notice).

3.4 You agree on behalf of Your Organisation, or as an individual registered User, that TIS National may, without prior notification to You, deactivate Your FIS Account(s) if it is inactive or dormant for a period of 12 months or more. If this occurs and You would like to reactivate the Account(s), You should contact the Department at tispromo@homeaffairs.gov.au.

4. Contact details

4.1 The FIS Team can be contacted at:

a. **Phone**: 1300 575 847

b. **Email**: tis.freeinterpreting@homeaffairs.gov.au

Appendix A – Additional Terms and Conditions

In addition to the above requirements, You agree to be bound by the following Additional Terms and Conditions related to Your specific client group.

1. Medical practitioners

You agree, on behalf of Your practice and practice staff, to only use Your FIS TIS National client code for the delivery of services that are:

* eligible for a Medicare rebate;
* delivered in private practice; and
* provided to anyone in Australia who is eligible for Medicare.

You agree, on behalf of Your practice and practice staff, that You **will not**use Your FIS TIS National client code for:

* allied health services;
* individuals who are not eligible for Medicare; or
* state-funded public health services, such as those provided in hospitals.

2. Pharmacies

You agree, on behalf of Your pharmacy and pharmacy staff, to only use Your FIS TIS National client code when working in a community setting (hospital pharmacies should refer to their hospital’s interpreting policy) and:

* You are dispensing medication, providing general advice or delivering other general pharmacy services;
* You are providing services covered under the Community Pharmacies Agreement; and
* Your client is eligible for Medicare.

You acknowledge and agree, on behalf of Your pharmacy and pharmacy staff, that You are not eligible for on-site interpreting services and will not use Your FIS TIS National client code for such services.

3. Trade unions

You agree, on behalf of Your trade union and trade union staff, to only use Your FIS TIS National client code for the delivery of services to Your members that are in Australia and who are eligible for Medicare.

You agree, on behalf of Your trade union and trade union staff, that You **will not**use Your FIS TIS National client code for:

* contract negotiations;
* recruitment activities and membership drives;
* attending legal proceedings, where the responsibility for providing interpreting services lies with the Fair Work Ombudsman or the relevant court or tribunal; or
* communicating with people who are not eligible for Medicare, such as temporary work and student visa holders.

4. Non-government organisations

You agree, on behalf of Your Organisation and Organisation staff, to only use Your FIS TIS National client code:

* when providing approved casework or emergency services, as described in Your approval letter, to people in Australia who are eligible for Medicare; and
* for the duration of the term indicated in Your approval letter.

You agree, on behalf of Your Organisation and Organisation staff, that You **will not**use Your FIS TIS National client code for:

* activities or services that have not been approved by TIS National;
* substantially government-funded services (Organisations delivering government-funded services should discuss access to interpreters with their government funding body);
* clinical medical services;
* recreational activities or programs;
* political and media advocacy or lobbying;
* vocational training;
* immigration advice; or
* child care services.

 You agree, on behalf of Your Organisation, that:

* TIS National will use the information contained in Your Organisation’s FIS application form to verify Your Organisation’s funding details; and
* You must notify TIS National within 30 business days if Your Organisation:
* experiences any change to its funding for the activities that it is approved to use the FIS for;
* wishes to use Your FIS TIS National client code for a new service or activity, acknowledging that any such use will be subject to approval and may require Your Organisation to submit an updated application form and/or receive a new or additional client code; or
* ceases to provide the approved casework and/or emergency service activities.

5. Real estate agencies

You agree, on behalf of Your real estate agency and agency staff, to only use Your FIS TIS National client code to provide private residential property services (rentals or sales) to people in Australia who are eligible for Medicare.

You acknowledge and agree, on behalf of Your real estate agency and agency staff, that You are not eligible for on-site interpreting services and will not use Your FIS TIS National client code for such services.

6. Parliamentarians

You agree, as a current serving Australian parliamentarian or as a staff member of a current serving Australian parliamentarian, to only use Your FIS TIS National client code:

* when communicating for constituency purposes with people in Australia who are eligible for Medicare; and
* during the term of Your service.

You agree, as a current serving Australian parliamentarian or as a staff member of a current serving Australian parliamentarian, that Your FIS TIS National client code **will not**be used for:

* campaigning, party membership drives, fundraising or other party-related activities;
* communicating with people who are not eligible for Medicare, such as tourists, temporary work visa holders and international students; or
* beyond Your term of service.

7. Local government authorities

You agree, on behalf of Your local government authority and its staff, to only use Your FIS TIS National client code when delivering local government services to people in Australia who are eligible for Medicare.

You agree, on behalf of Your local government authority and its staff, that You will **not use** Your FIS TIS National client code for:

* local tourism or other commercial activities;
* compliance visits, including health and safety inspections;
* citizenship ceremonies; or
* services provided on behalf of another government body (that is, services funded by state or territory governments or the Australian Government).

8. Allied health professionals

You agree, as the registered allied health professional account holder, that You will only use Your FIS TIS National client code when delivering services:

* in a private practice;
* in an approved discipline;
* in an approved Local Government Area; and
* to people eligible for Medicare.

You agree, as the registered allied health professional account holder, that You **will not** use Your FIS TIS National client code for:

* individuals who are not eligible for Medicare; or
* state-funded public health services, such as those provided in hospitals.

Download the DOC version of the Terms and Conditions of Use for the Free Interpreting Service.