



# Terms and Conditions of use for the Free Interpreting Service

## 1. General

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

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

## 2. Definitions and interpretation

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

**'Organisation'** means an organisation or individual user of the Free Interpreting Service.

**'Personal Information'** has the same meaning as it has in section 6 of the *Privacy Act 1988*.

**'you'** or **'user'** means anyone who uses the Free Interpreting Service, including organisations and individuals.

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 Free Interpreting Service, you acknowledge that you have read these 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 use the Free Interpreting Service in accordance with the following Terms and Conditions:

- a. to use your Free Interpreting Service TIS National client code only for eligible activity/ies (as described in Appendix A below);
- b. to use your Free Interpreting Service TIS National client code to deliver services only to people in Australia who are eligible for Medicare;
- c. to notify TIS National of any cancellations by following the procedures outlined in the [TIS National Cancellation Policy](#), wherever possible including making all reasonable efforts to provide sufficient notice;
- d. to notify TIS National within 30 business days:
  - i. if your organisation wishes to use your Free Interpreting Service TIS National client code for a new service or activity, noting that any such use will be subject to approval by the Department (or TIS National acting on behalf of the Department) 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;
- e. to restrict the use of your Free Interpreting Service TIS National client code to your organisation only (the code cannot be provided to external agencies or organisations for use, even if the organisation refers clients to that agency or organisation, or collaborates with that agency or organisation);
- f. to use onsite interpreting services during business hours only (Monday to Friday, 8 am to 6 pm), unless a special exemption has been approved by the Department or TIS National acting on behalf of the Department. Real estate agencies and pharmacies are not eligible for onsite interpreting services. Telephone interpreting services are available free of charge 24 hours a day, 7 days a week; and
- g. to abide by the Additional Terms and Conditions of your specific client group specified in Appendix A.

3.3 You agree on behalf of your organisation, or as an individual registered user, that the Department (or TIS National acting on behalf of the Department) has the following rights:

- a. the Department (or TIS National acting on behalf of the Department) may review your organisation's use of your Free Interpreting Service TIS National client code and will use such information when assessing any future application to continue or receive a client code. You acknowledge past fraudulent use may affect eligibility to be granted another client code;
- b. the Department may at its sole discretion amend these Terms and Conditions as required, with any such amendments applying from the date the amended Terms and Conditions are published on the TIS National website;
- c. the Department (or TIS National acting on behalf of the Department) may refuse, suspend or cancel your access to the Free Interpreting Service at its discretion; and
- d. TIS National may 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 obtain more information about the way in which the Department will manage your Personal Information by accessing the Department's detailed [Privacy Policy](#).

## 4. Contact details

4.1 The Free Interpreting Service Team can be contacted at:

- a. Phone: 1300 575 847
- b. Email: [TIS.FreeInterpreting@homeaffairs.gov.au](mailto:TIS.FreeInterpreting@homeaffairs.gov.au)
- c. Department of Social Services Free Interpreting Service web page: [www.dss.gov.au/free-interpreting](http://www.dss.gov.au/free-interpreting)
- d. TIS National website: [www.tisnational.gov.au](http://www.tisnational.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 nursing and practice staff to only use your Free Interpreting Service 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 nursing and practice staff that you will not use your Free Interpreting Service TIS National client code for:

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

## 2. Pharmacies

You agree on behalf of your pharmacy and pharmacy staff to only use your Free Interpreting Service 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; and
  - your client is eligible for Medicare.

## 3. Trade unions

You agree on behalf of your trade union and trade union staff to only use your Free Interpreting Service 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 Free Interpreting Service 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 Free Interpreting Service 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 Free Interpreting Service TIS National client code for:

- activities or services that have not been approved by the Department (or TIS National acting on behalf of the Department);
- 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 to:

- the Department (or TIS National acting on behalf of the Department) using the information contained in your organisation's Free Interpreting Service application form to verify your organisation's funding details;
- notify TIS National within 30 business days:
  - of any change to your organisation's funding for the activity/ies that your organisation is approved to use the Free Interpreting Service for;
  - if your organisation wishes to use your Free Interpreting Service TIS National client code for a new service or activity. 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;
  - if your organisation 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 Free Interpreting Service TIS National client code for:

- providing private residential property services (rentals or sales) to people in Australia who are eligible for Medicare.

## 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 Free Interpreting Service TIS National client code:

- when communicating with people in Australia, who are eligible for Medicare, for constituency purposes; 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 Free Interpreting Service 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 elected period.

## 7. Local government authorities

You agree on behalf of your local government authority and its staff to only use your Free Interpreting Service 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 Free Interpreting Service TIS National client code for:

- local tourism or other commercial activities;
- compliance visits (e.g. health and safety inspections);
- citizenship ceremonies; or
- services provided on behalf of another government body (i.e. services funded by state, territory or Commonwealth governments).