



House of Commons  
Committee of Public Accounts

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# The Ministry of Justice's language service contract

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**Twenty-first Report of Session 2012–13**

*Report, together with formal minutes, oral and  
written evidence*

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## Committee of Public Accounts

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### Publications

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### Committee staff

The current staff of the Committee is Adrian Jenner (Clerk), Sonia Draper (Senior Committee Assistant), Ian Blair and James McQuade (Committee Assistants) and Alex Paterson (Media Officer).

### Contacts

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## Summary

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When participants in the justice system do not speak English as their first language, it is essential for justice that they are provided with interpretation services. The Ministry of Justice (the Ministry) provides translators and interpreters to defendants at particular stages of the justice process. Before January 2012, the Ministry generally booked interpretation services directly with individual interpreters, many of whom were listed on the National Register of Public Service Interpreters (NRPSI). This approach was administratively inefficient; for example, individual Courts booked and paid interpreters separately. The Ministry decided to set up a new centralised system for procuring language services intending the new system to be better quality, cheaper and more efficient.

In August 2011, the Ministry signed a four year Framework Agreement for language services with Applied Language Solutions (ALS), under which all justice sector bodies could enter contracts with ALS. It expected the Framework Agreement to be worth up to £42 million a year. In October 2011, the Ministry signed a five year contract under the Framework Agreement which went live nationally on 30 January 2012. The Ministry expected the contract to cost £18 million a year. In December 2011, after the Ministry had signed its contract with ALS, ALS was acquired by Capita.

The Ministry was not an intelligent customer in procuring language services, despite the risks posed to the administration of justice and to the Ministry's reputation. It is not clear how consultations with interpreters in late 2009 fed into the process after the 2010 General Election. In one consultation, held in Cardiff in 2009, there were no more than 20 attendees and the question of who assessed interpreters was raised but there was no feedback. Yet this was one of the issues that caused problems with the contract when it was let. The Ministry started the process without basic management information on language services, including the cost of interpreters or what languages were required in which locations and at what notice. Its use of a competitive dialogue process meant that it selected a single national provider rather than using a number of regional providers which could have had a better chance of meeting demand.

The Ministry failed to undertake proper due diligence on ALS's winning bid. It did not heed financial and other advice that ALS was too small and would struggle to scale up to meet the Ministry's requirements in time. The Ministry also ignored strong opposition from the interpreter community. Interpretation is a specialised service. The procurement and later implementation might have been more effective had the strongly held views expressed by experienced interpreters and trade bodies during the Ministry's consultation been given greater weight. The contract did not include a strong enough incentive for ALS to meet the requirements of the contract right from the start. ALS was acquired by Capita just before the contract started.

The Ministry went live with the contract when Capita-ALS had only 280 interpreters, available to work under the contract, compared to the 1,200 that the Ministry estimated were required. Capita-ALS struggled to recruit interpreters and make them available. As a result, Capita-ALS used interpreters who had not been properly assessed as required by the contract and this impacted on the quality of service and the quality of justice in the

courts The Ministry did not conduct a proper pilot or a phased roll-out to ensure a smooth transition.

When the contract went live, Capita-ALS only met 58% of bookings and there was a sharp rise in the number of ineffective trials due to problems with interpreters. Postponing proceedings and delays which resulted in individuals being held in custody for longer periods creates an unnecessary extra cost to the Ministry. The Ministry was unable to quantify the additional cost to them of the failure. However Capita has only been fined £2,200 to date for failing to meet the terms of the contract.

Capita-ALS is now fulfilling more bookings, but it is still struggling to fulfil all and we are concerned that it may not be doing enough to recruit interpreters or to incentivise interpreters to take jobs in rare languages and covering all geographical locations. The Ministry cannot be sure that all interpreters working under the contract have the required skills, experience and character, partly because it is not yet inspecting Capita-ALS as it has the right to do under the contract. Too many courts are having to find their own interpreters which means that the purpose of the policy, to provide one centralised system, has not been met.

On the basis of a Memorandum by the Comptroller and Auditor General,<sup>1</sup> we took evidence from the Ministry of Justice, Capita and the Association of Police and Court Interpreters.

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1 C&AG's Memorandum, The Ministry of Justice's language services contract, September 2012

## Conclusions and recommendations

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**1. The Ministry lacked management information on the previous use of interpreters and therefore did not have a clear understanding of its requirements under the new system.** The Ministry did not know how much it was spending on interpreters, or how many interpreters it required or in what languages. As a result, the system it selected was driven by bidders' proposals rather than its actual requirements. The Ministry should ensure that it understands the services it needs to procure thoroughly and its cost before commencing future procurement projects.

**2. The Ministry did not conduct thorough due diligence checks on Applied Language Solutions (ALS) before signing the Framework Agreement.** For example, it commissioned a credit rating report, which suggested that ALS should not be awarded a contract valued at more than £1million. The Ministry did not act on its findings and although it consulted with stakeholders, including interpreters, it did not take their concerns into consideration. The Ministry should collect all available information on a bid and bidder, and consider the full data set at an appropriate level of seniority, before making final decisions on future contracts.

**3. Despite very poor performance, the Ministry only penalised the supplier £2,200 and failed to penalise it at all for the first 4 months, when performance was at its worst.** Risible levels of penalties and low expectations of performance allow private companies to get away with over promising and under delivering. The Ministry should draft and implement future contracts so as to minimise transitional problems, for example through piloting and rolling-out new systems gradually and incentivising contractors to meet contractual requirements from the outset; for example, through robust use of the penalties available.

**4. The Ministry estimated that it would need access to 1,200 interpreters to meet its requirements; however, the contract went live when the supplier had only 280 interpreters ready to work under the terms of the contract.** The Ministry believed that many more interpreters were available to work, in line with contractual obligations, than was actually the case due to over-optimistic assurances from Capita-ALS and confusion over definitions of what important terms such as 'registered' actually meant. When implementing future contracts, the Ministry should not rely solely on contractors' assurances that they are ready and able to deliver the service but should conduct its own thorough testing and have a detailed transition plan to ensure that the service will be delivered before going live.

**5. The Ministry was unable to confirm that all interpreters working under the contract had the required qualifications, experience and enhanced CRB checks.** Capita was unable to assess and mark all interpreters as required by the Framework Agreement and could not be certain that all interpreters had the required experience. The Ministry did not have sufficiently robust processes in place to ensure that Capita-ALS had checked and recorded qualifications, evidence of experience and enhanced CRB checks. The Ministry should ensure that Capita-ALS now has procedures in place to guarantee that only interpreters with the correct skills, experience and character work under the contract, including agreeing and putting in place an alternative to the assessment regime. It should

test the effectiveness of these procedures through a programme of audits and spot checks on individual interpreters.

**6. Capita-ALS is still unable to provide sufficient numbers of interpreters to meet all of the Ministry's language requirements.** By October 2012, the Ministry was still using the contingency plans to source some interpreters. The Ministry is responsible for all aspects of the efficient administration of the courts and must work with Capita-ALS to develop a more creative approach to recruiting interpreters across all required languages and geographical locations.

**7. The Ministry was unable to provide information on the additional costs to the department of the delaying of trials because of the failure to provide interpreters. There has been an extra cost both to the courts and to prisons caused by the postponement of judicial proceedings. In the future, the Ministry must undertake comprehensive cost and benefit analysis of its new policies.**



# 1 Procurement

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1. Language services are vital for ensuring justice where not all parties speak English as their first language. When someone is arrested, they have to be made aware of the reasons for their arrest and of any charge in a language that they understand. They are also entitled to interpretation and translation services at particular stages of the judicial process. These rights are set out in articles 5 and 6 of the European Convention on Human Rights, as well as being necessary to ensure justice is carried out correctly.<sup>2</sup>

2. Prior to January 2012, the Ministry of Justice (the Ministry) procured most of the interpreters it required, to meet this commitment, directly from the National Register of Public Service Interpreters (NRPSI) via individual court staff. Individual courts contacted interpreters directly to arrange bookings and paid them individually. Tribunals used a different system: a panel of interpreters and a central team to organise bookings and payment. The Ministry had very little central management information on the cost and usage of interpreters, particularly for courts, but it believed the terms offered to interpreters were over generous. In early 2010, the Ministry set out to change the way that interpreters were procured to increase the availability and quality of interpreters; to save money by making the booking and payment of interpreters more efficient and reducing payments to interpreters; and, allow it to collect management information on interpreter usage and cost.<sup>3</sup>

3. What little management information the Ministry had was mostly for tribunals. As a result, it did not base its estimated savings on actual costs but relied instead on estimates based on extrapolating data from tribunals.<sup>4</sup> Prior to procurement, the Ministry did not have a clear understanding of what it expected from the new system. It therefore used a competitive dialogue approach to procurement where the specification was developed during discussions with the bidders.<sup>5</sup> The Ministry did not conduct any benchmarking with other countries, except with the Scottish Court Service. Added to the paucity of information about the previous system, this meant that the Ministry did not have sufficient information to assess whether the performance being offered by bidders was reasonable and sustainable. For example, the winning bidder suggested that interpreters could increase their potential earnings by attending several bookings throughout the day, but we heard that this was not feasible as court cases and tribunals often started late or took longer than expected.<sup>6</sup>

4. Only small and medium sized enterprises bid for the contract and took part in the competitive dialogue process, although there was no barrier to larger organisations bidding. Capita did not bid because it did not, at that time, provide language services. Towards the end of the process the Ministry asked a single supplier, Applied Language Solutions (ALS) to submit a final proposal. The Ministry did not do enough to ensure that

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2 C&AG's Memorandum, The Ministry of Justice's language services contract, September 2012, para 1.1

3 Qq 367-370, 458-460; C&AG's Memorandum, paras 1.2, 1.4, 1.6

4 Qq 97, 121-122, 367-370; C&AG's Memorandum para 1.6

5 Q 97

6 Qq 32, 45-47, 101, 184

ALS was able to scale up quickly enough to service such a large contract.<sup>7</sup> As part of its due diligence, the Ministry obtained a financial report on ALS which recommended only giving ALS contracts up to the value of £1 million. However, none of the senior people in the Ministry responsible for the contract read the report, including the Senior Responsible Officer, and the Ministry signed a four year Framework Agreement with an estimated value of up to £42 million a year. Under the Framework Agreement the Ministry signed a five year contract for its own language services, which the Ministry originally expected to cost £18 million a year and now estimates at £15 million a year.<sup>8</sup>

5. Despite the size of ALS, the Ministry decided to contract with it as a single national supplier rather than selecting a number of regional suppliers using a single booking portal. The Ministry expected all of its language services to be requested through and supplied by ALS, except for its contingency arrangements to go outside the contract. Using a single provider means that, except for every five years when it lets a new contract, the Ministry has foregone the opportunity to introduce competition into the provision of language services.<sup>9</sup>

6. In September 2011, after signing the Framework Agreement but before signing the Ministry of Justice contract, ALS sought a buyer. The majority shareholder and Chief Executive of ALS declined to appear before us, so we were unable to ask him whether this was because ALS had increased in value as a result of signing the Framework Agreement or because he was concerned about ALS's ability to deliver without the support of a larger company. Capita subsequently acquired ALS in December 2011. The Ministry assured us that it had not, in response to difficulties caused by the size of ALS, encouraged this acquisition nor had it encouraged ALS to seek out a larger partner.<sup>10</sup> Capita told us that its acquisition of ALS was not based solely on the Framework Agreement with the Ministry, as this was only part of ALS's work. It was interested in using the acquisition of ALS to enter the lucrative language services market.<sup>11</sup>

7. Prior to signing the Framework Agreement, ALS was a relatively small regionally based company. When it signed the Framework Agreement and contract the Ministry expected ALS to be able to scale up its business rapidly to meet the Ministry's demand for language services. To do this ALS had to recruit sufficient numbers of interpreters quickly. Based on data from tribunals, the Ministry estimated that ALS would need around 1,200 interpreters ready to work to meet the Ministry's requirements.<sup>12</sup> The Ministry did not do enough to ensure that ALS would be able to recruit sufficient numbers of qualified interpreters. ALS was proposing to pay much lower rates to interpreters and interpreters had clearly stated that they would not work for ALS.<sup>13</sup> Although the Ministry sought the views of interpreters, it disregarded them in its decision to go ahead with ALS as a national supplier. If the Ministry had paid more attention to the financial report it commissioned it might

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7 Qq 48, 260

8 Qq 54-74

9 Qq 84-85, 90-91

10 Qq 99-100, 202-203, 208, 261, 263; C&AG's Memorandum figure 1

11 Q 265

12 Qq 48, 68, 367

13 C&AG's Memorandum paras 1.12-1.13, 2.4

have realised that ALS could not invest sufficiently in recruiting interpreters.<sup>14</sup> Similarly, when Capita took over ALS it assumed that ALS would be able to secure enough interpreters to meet the demand of the contract, even though it was aware of interpreters' opposition to the contract. Capita based their assumption on ALS's experience in delivering language services for the police in the North West where we heard that interpreters joined the contract after a few weeks despite initial resistance. Capita did not consult with interpreters directly.<sup>15</sup>

8. ALS proposed a new process of assessing interpreters and assigning them to tiers according to their skill level. The Ministry could then request an interpreter from the tier that corresponded with the requirements of each job. The Ministry did not take any independent advice on whether this approach would work in practice. Nor did it conduct any testing on its feasibility. Instead, it relied on assurances made by ALS. ALS asked the views of an independent academic but the Ministry did not confirm the academic's views directly with him. As a result, the Ministry was unaware of the academic's "profound reservations" about this approach. The Ministry was also unaware that in practice it was not possible to conduct assessments in all languages; that ALS had only commissioned assessments in 32 languages or that the partner that ALS had appointed to conduct the assessments and marking was falling behind in marking assessments. It was also not possible to place interpreters in rare languages into tiers as there was no Diploma available in rare languages and they could not be assessed.<sup>16</sup>

9. We were pleased to note that the Ministry retained the ownership of the database of interpreters and so could transfer the contract to a different supplier at the end of the five year contract, or earlier, if Capita-ALS were in material breach of the contract.<sup>17</sup> The contract did not, however, incorporate sufficient penalties for poor performance. As a result there was insufficient incentive for ALS to deliver a good service from the start. Although ALS under Capita (Capita-ALS) delivered a very poor performance in the first three months after the contract went live, the Ministry could have fined it just £11,000. The levels of penalties were not high enough to deter ALS from promising a service that it was unable to deliver.<sup>18</sup> In the event, the Ministry did not fine ALS at all for the first three months and only fined it £2,200 for May and June. It told us that this was because Capita-ALS was investing heavily in trying to make improvements and that the Ministry had expected problems at the start of the contract period. The contract did not include processes to ensure a smooth transition, such as a slower regional roll-out or proper pilots before going live nationally.<sup>19</sup>

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14 Qq 40-41, 68, 128-130

15 Qq 281, 384-5, 407, 427

16 Qq 75-81, 186, 199-202, 333, 336, 356-358

17 Qq 209-210, 419

18 Qq 231-232, 234-236, 243, 248; C&AG's Memorandum para 3.9

19 Qq 224-230

## 2 Implementation of the Ministry of Justice contract

10. The Ministry agreed that the contract could go live nationally on 30 January 2012 even though Capita-ALS did not have anywhere near the number of interpreters, available to work under the terms of the contract, that the Ministry estimated were required. The Ministry and Capita-ALS opted for a national go-live rather than a regional roll out. While this decision was made partly to start realising savings as soon as possible, we were surprised to hear that it was also to try to force interpreters into working under the contract.<sup>20</sup>

11. Capita-ALS was immediately unable to meet demand for interpreters and, in February 2012, Capita-ALS fulfilled only 58% of the Ministry's bookings registered. **Figure 1** shows fulfilment rates for the first three months that the contract was live.<sup>21</sup>

**Figure 1: Fulfilment rates for bookings made in the first three months of the contract**

Month	Fulfilled	Not fulfilled	Customer cancelled <sup>1</sup>	Did not attend (supplier)	Did not attend (customer) <sup>2</sup>	Total
February 2012	3,664 (58%)	1,824 (29%)	655 (10%)	128 (2%)	3 (0.0%)	6,274
March 2012	7,788 (73%)	1,413 (13%)	1,160 (11%)	353 (3%)	16 (0.1%)	10,730
April 2012	7,267 (80%)	596 (7%)	983 (11%)	201 (2%)	8 (0.1%)	9,055
Total	18,719	3,833	2,798	682	27	26,059

### Notes

1. Customer cancelled includes an unknown number of unfulfilled bookings
2. "Did not attend (customer)" is when the person the interpreter was booked to interpret for did not turn up

Source: C&AG's Memorandum

12. The Ministry estimated that Capita-ALS would need to have 1,200 interpreters available to work under the contract to meet the Ministry's demand for interpreting services and Capita-ALS gave assurances to the Ministry that it would have sufficient numbers of interpreters available. The Senior Responsible Officer pushed back the go-live date from October to the end of January due to concerns over the number of interpreters available.<sup>22</sup> However, on 30 January when the contract went live Capita-ALS only had 280 interpreters assessed and marked and therefore available to work under the terms of the

<sup>20</sup> Qq 456-457; C&AG's memorandum para 2.3

<sup>21</sup> Q 5

<sup>22</sup> Qq131-135, 211

contract. The shortfall of interpreters was to be made up by using interpreters that had not been assessed or marked. Capita-ALS told us that this arrangement was agreed by the Ministry.<sup>23</sup>

13. There was some confusion within the Ministry over the terminology used by Capita-ALS. Capita-ALS told the Ministry that it had over 2,000 interpreters registered; for Ministry officials used to working with interpreters from the National Register of Public Service Interpreters (NRPSI), ‘registered’ implied that these interpreters were qualified, checked and ready to work. However, Capita-ALS referred to all interpreters who had expressed an interest in working for ALS by registering their details on the Capita-ALS website as registered. Therefore, whilst Capita-ALS had details of 2,000 ‘interpreters’ it had not necessarily carried out any bona fide checks on the interpreters or their qualifications. Indeed, we have seen anecdotal allegations of fictitious individuals being registered on the website and being offered work by Capita-ALS.<sup>24</sup> Capita-ALS told us that staff at a working level in the Ministry did understand this important difference but the Senior Responsible Officer told us he believed that there were some 2,000 interpreters available to work.<sup>25</sup>

14. The inability of Capita-ALS to provide sufficient interpreters to meet demand has impacted on the delivery of justice. The number of ineffective trials due to interpreter availability doubled from 95 to 182. This number excludes delays that did not cause a trial to be ineffective and delays and cancellations of non-trial hearings. We heard of cases where individuals were kept on remand solely because of lack of interpreter availability and a case where the trial went ahead without an interpreter even though one had been booked.<sup>26</sup> The Ministry did not have the management information to be able to ascertain the cost of problems due to the lack of interpreters. The Ministry estimated the cost of ineffective trials at £60,000, but this is an underestimate and does not account for costs associated with delays, non-trials, the time of victims and witnesses and the use of custody.<sup>27</sup>

15. It is crucial both that an interpreter turns up when requested and that they are able to interpret effectively when they are there. Each case on any given day may well be a once-in-a-lifetime situation for a defendant and the extent to which they understand the proceedings and can communicate with the court could be life-changing.<sup>28</sup> Under the previous system, responsibility for quality rested with individual interpreters and to some extent with the NRPSI, whereas under the Framework Agreement Capita-ALS is responsible for ensuring that interpreters are of suitable quality.<sup>29</sup> Interpreters working under the Capita-ALS contract should have suitable qualifications, mainly the Diploma in Public Service Interpreting; 100 hours of public service interpreting; and an enhanced Criminal Records’ Bureau (CRB) check.<sup>30</sup>

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23 Qq , 293-296; C&AG’s Memorandum para 2.7-2.9

24 Qq 135-138, 140, 143, Q344-348

25 Qq 135, 440-445

26 Qq 26, 105-110, 219; C&AG’s Memorandum para 3.6

27 Qq 119-120

28 Q 249

29 Qq 18, 92

30 Qq 147, 213-214

16. The Ministry was not able to confirm whether all interpreters working under the contract had the right levels of qualifications, experience and CRB checks. It relied on Capita-ALS to check these and had not conducted any audit of Capita-ALS's processes or spot checks of individual interpreters' qualifications, experience and CRB checks except where it had received allegations of problems. By July, the Ministry still had no plans for auditing the database of interpreters. During the National Audit Office's investigation 50 interpreters were identified who had worked under the contract but where Capita-ALS had no evidence of having checked their qualifications or CRB checks.<sup>31</sup>

17. A novel approach suggested by ALS and incorporated into the Framework Agreement was for interpreters to be graded according to their qualifications and abilities in three 'tiers'. The Ministry would then specify, when booking the job, what level of interpreter was required for the job. The Framework Agreement states that all interpreters working under the contract would be assessed to determine what tier they could accept bookings under. Capita-ALS was unable to assess many of the interpreters; in particular, it was only able to assess interpreters in 32 languages and assessments ceased in February 2012. As a result, unassessed and unmarked interpreters are working under the contract.<sup>32</sup> Capita-ALS and the Ministry are still agreeing what to do about assessments in the future as the model set out in the Framework Agreement is unworkable.<sup>33</sup> Under the tiered system, up to one in fifty court bookings is being filled by a Tier 3 interpreter.<sup>34</sup> 60% of Tier 3 interpreters have a qualification up to an A-level standard and 40% have no qualifications, relying on previous experience verified mainly by a reference from a previous employer.<sup>35</sup>

18. Of the 303 Tier 2 interpreters available to work, although without being assessed and marked, 35% had a partial Diploma in Public Service Interpreting, 45% had a degree and the remaining 20% had a range of other qualifications. The Framework Agreement required Capita-ALS to verify interpreters' public sector interpreting experience. Tier 1 and Tier 2 interpreters are required to have 100 hours interpreting experience and this level is desirable for Tier 3 interpreters. Capita-ALS had obtained evidence for the experience of just 40% of interpreters. It is now relying on the experience that interpreters are gaining through working for Capita-ALS, which is not in line with the Framework Agreement.<sup>36</sup>

19. Even though Capita-ALS was using Tier 3 interpreters in up to 2% of court bookings and the Ministry was still sourcing interpreters outside the contract for some tribunals and courts, Capita-ALS was still fulfilling only 95% of bookings, by October 2012, compared to the key performance measure of 98%.<sup>37</sup> At the time of the hearing, Capita-ALS told us that they had 677 interpreters available to work that it has placed in Tier 1 (without conducting and marking assessments in most cases), 303 in Tier 2 and 132 in Tier 3, giving a total of 980 interpreters in Tiers 1 and 2, 80% of the 1,200 that the Ministry estimated were

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31 Qq 150-163, 434; C&AG's Memorandum paras 2.17, 3.13

32 Qq 186, 188-190

33 Qq 451-455

34 Qq 303, 311-312;

35 Written evidence provided by Capita-ALS 6 November 2012 (response to Q 305-307, 325)

36 Written evidence provided by Capita 6 November 2012 (response to Q 488); C&AG's Memorandum figure 9

37 Qq 126, 249, 311-312, 494; C&AG's Memorandum para 3.7, 3.17

required.<sup>38</sup> We were concerned that Capita-ALS was not doing more to attract interpreters in a range of languages and to cover more geographic areas. Capita-ALS did not offer higher rates of pay or improved conditions for the harder to fill bookings.<sup>39</sup>

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38 Q 362

39 Qq 400-406

# Formal Minutes

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**Thursday 6 December 2012**

Members present:

Mrs Margaret Hodge, in the Chair

Mr Richard Bacon  
Stephen Barclay  
Guto Bebb  
Meg Hillier  
Fiona Mactaggart

Mr Austin Mitchell  
Nick Smith  
Ian Swales  
Justin Tomlinson

Draft Report (*The Ministry of Justice's language service contract*), proposed by the Chair, brought up and read.

*Ordered*, That the draft Report be read a second time, paragraph by paragraph.

Paragraphs 1 to 19 read and agreed to.

Summary agreed to.

*Resolved*, That the Report be the Twenty-first Report of the Committee to the House.

*Ordered*, That the Chair make the Report to the House.

*Ordered*, That embargoed copies of the Report be made available, in accordance with the provisions of Standing Order No. 134.

Written evidence was ordered to be reported to the House for printing with the Report (in addition to that ordered to be reported for publishing on 15 October 2012).

[Adjourned till Monday 10 December at 3.00 pm]



## Witnesses

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### Monday 15 October 2012

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**Geoffrey Buckingham**, Chair, Association of Police and Court Interpreters and **Alan Thompson**, Secretary, Association of Police and Court Interpreters Ev 1

**Ann Beasley CBE**, Director General Finance & Corporate Services, Ministry of Justice, **Peter Handcock CBE**, Chief Executive, Her Majesty's Courts and Tribunals Services and **Martin Jones**, Deputy Director, Sentencing, Ministry of Justice Ev 7

### Monday 29 October 2012

**Sunna Van Loo**, Public Service Director, Applied Language Solutions and **Andy Parker**, Joint Chief Operating Office, Capita plc Ev 26

## List of printed written evidence

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1	Dr Francis Beresford	Ev 41;42;44
2	Orsolya Mance	Ev 44
3	Jan Cambridge	Ev 45
4	Brendan Pells	Ev 46;47;49
5	HM Court and Tribunal Service	Ev 48;53
6	Capita	Ev 50

## List of Reports from the Committee during the current Parliament

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The reference number of the Government's response to each Report is printed in brackets after the HC printing number.

### Session 2012–13

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Second Report	Mobile Technology in Policing	HC 1863
Third Report	Efficiency and reform in government corporate functions through shared service centres	HC 463
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Fifth Report	The Regional Growth Fund	HC 104
Sixth Report	HM Revenue & Customs: Renewed Alcohol Strategy	HC 504
Seventh Report	Immigration: The Points Based System – Student Routes	HC 101
Eighth Report	Managing early departures in central government	HC 503
Ninth Report	Preparations for the London 2012 Olympic and Paralympic Games	HC 526
Tenth Report	Implementing the transparency agenda	HC 102
Eleventh Report	Improving the efficiency of central government office property	HC 288
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Sixteenth Report	Department of Health: Securing the future financial sustainability of the NHS	HC 389
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Eighteenth Report	HM Treasury: The creation and sale of Northern Rock plc	HC 552
Nineteenth Report	HM Revenue & Customs: Annual Report and Accounts 2011-12	HC 716

# Oral evidence

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## Taken before the Committee of Public Accounts on Monday 15 October 2012

Members present:

Margaret Hodge (Chair)

Meg Hillier  
Mr Stewart Jackson  
Fiona Mactaggart

Austin Mitchell  
Nick Smith  
Ian Swales

**Amyas Morse**, Comptroller and Auditor General, **Gabrielle Cohen**, Assistant Auditor General, **Aileen Murphie**, Director, National Audit Office, and **Marius Gallaher**, Alternate Treasury Officer of Accounts, were in attendance.

### MEMORANDUM BY THE NATIONAL AUDIT OFFICE

#### The Ministry of Justice's language services contract

##### Examination of Witnesses

*Witnesses:* **Geoffrey Buckingham**, Chair, Association of Police and Court Interpreters, and **Alan Thompson**, Secretary, Association of Police and Court Interpreters, gave evidence.

**Q1 Chair:** I welcome Mr Buckingham and Mr Thompson. Before we come to you, let me just say that we asked Capita to attend today's hearing—I do not know whether someone from Capita is sitting behind you, but I imagine they probably are—but they felt unable to give evidence. I admit that we gave them rather short notice when asking for their attendance—I think we asked them in the middle of last week. They felt unable to come, so we will be reconvening the Committee next Monday, expecting them to attend at 5 pm, which gives them ample notice to account for themselves. We will report after that evidence session, because we recognise the topicality of the issue.

Mr Buckingham and Mr Thompson, you have both been very busy raising concerns about this. The first part of this is relatively short—we try to do it in less than half an hour. The idea is that consumers of the service we are looking at and stakeholders in it have an opportunity to put to us the issues that they—you—consider important and that you think we should investigate as we consider the value for the taxpayer's money of both the procurement exercise and the way in which Capita delivers the contract.

Over to you, Mr Buckingham. Do you want to start by drawing to our attention what you consider to be the key issues?

**Geoffrey Buckingham:** Madam Chair, ladies and gentlemen, I would first like to say thank you for taking this matter seriously. It is our view that the matter of interpreting in the criminal justice system lays such a responsibility on its practitioners that only qualified, experienced, vetted and registered public service interpreters should be employed. Failure to do so is an abrogation of responsibility and, under the terms of the current framework agreement, will be very costly, not just in financial terms but in human terms and in terms of the reputation of British justice across the world. You do not have to believe me on

this, but follow me on Twitter and you will see. I imagine one or two of you already have access to my tweets, and I have no problem with that: I do not say anything too bad, but what I say is the truth.

Madam Chair, ladies and gentlemen, let me start by giving you an example. Last Friday I attended two courts: at the Old Bailey, I listened to a wasted costs application, which was adjourned, before Her Honour Judge Joseph QC; and, in the afternoon, at Aylesbury Crown court at Amersham, I attended the public delivery of a ruling by His Honour Judge Sheridan. As a witness, I can tell you that Judge Sheridan said certain things. He was not aware that Applied Language Solutions had changed its name two days previously to Capita Translation and Interpreting, but his being unaware changes little. Among other things, and these are direct quotes, he said, "The failure to provide an interpreter on this occasion is down to ALS. They should not retain a contract which is too difficult for them." He went on, "If the procedure provided by the contract gave the opportunity to the courts to find interpreters directly, then the contract is totally redundant and there is little point in having ALS." He went on, "ALS did not act in time, and the way they dealt with it represents serious misconduct." He invited the National Audit Office to consider whether "the contract is even viable." He said that, although it was not ALS's fault that they did not have enough interpreters, "if they don't, they should say so." He added, "The courts may as well book interpreters directly. Justice delayed is justice denied." That is one angle, encapsulated in one ruling delivered by one judge in a sleepy little town not all that far from here.

However, there are other matters that are far more serious. I know that the NAO Report—thank you for ordering it—was done very quickly, and I am sure they would have liked to have more time. Forgive me, Ms Murphie, I didn't see you were there. I am not

going to embarrass you by saying too many nice things, in that case.

**Q2 Chair:** It won't embarrass them—it will please them.

**Geoffrey Buckingham:** The Report uncovered, in a pretty short time, a number of items that are crucial. One of them is the fact that there appears to be no mechanism whereby the state, via the National Audit Office, has any ability to measure the huge ancillary costs that are being generated by this appalling contract. Let me say at this stage—it is really a summary word, but I will say it anyway—it is my view that this contract is unsalvageable; there is nothing that can be done to it that will ever make it work.

**Q3 Chair:** Let me interrupt you there. Capita, when they give evidence, will undoubtedly say to us that they are now meeting targets. You can question the quality of the people they are putting into the system, but they are meeting targets of—Aileen, what is the figure?

**Aileen Murphie:** They are reporting 95% for the bookings that are taken and fulfilled.

**Q4 Chair:** So from 58% in the first month, they are now up to 95%. In that context, are they not really rescuing the system?

**Geoffrey Buckingham:** That is a very interesting question, Madam Chair. Perhaps I can answer it by asking: 98% of what? We understand, from a statement made in the House of Lords by Lord McNally back in July, that there are something of the order of 800 requirements daily for interpreters. We also know that a very substantial number of these are not calls that are made to ALS. We know this because we have a national network, for want of a better word, of colleagues who report on what is going on in the courts.

**Q5 Chair:** Do you mean they are being rung directly?

**Geoffrey Buckingham:** In some cases interpreters are being rung directly, although many interpreters are refusing to work directly for courts at the moment—each individually, really. Contrary to some reports, it is not a boycott; it is individual practitioners saying that they have got other things to do that will earn them more money.

Local courts are also using local small agencies. We know this; it has been a plague on court interpreting for many, many years. There is a list, which I could probably draw up for you if you wanted, of small local agencies that service local courts. Unfortunately, they do not supply professional interpreters to those courts. They generally supply such people as—well, kebab shop workers are a common one; takeaway workers are another; there is a lady I know who is a teacher, and another who is a florist. They do this job as and when they feel they can be bothered, in order to earn just a little bit of extra pocket money. They are not professional interpreters; they have no qualifications. Indeed, I can go a little further and say that I witnessed a case in Snaresbrook on 18 April, I think

it was, following the collapse of a trial the previous week in front of His Honour Judge Bing, where a Romanian interpreter—would you like me to give you her name? I will not give you her name, but if you wish to know, please ask me privately and I will let you know her name. She committed a cardinal error, a grave error, by not owning up to making a mistake. I have made mistakes in interpreting at court, and I don't think that any of my colleagues watching on the internet or behind me today can say that they have never made a mistake. When you make a mistake, you draw the judge's attention to it. She left it three and a half days, as a consequence of which the case collapsed and had to be retried. So far, so good.

His Honour requested that she be the subject of disciplinary procedures. She was; and although she was, I think, an interim member of the national register, the national register took action and suspended her, I believe until March next year. However, she remains one of the busiest interpreters still working for ALS/Capita. I find that a little odd.

**Q6 Austin Mitchell:** Your members lost out through the creation of this service. How many of them are now employed by Capita, and are they working for Capita on lower wages than they would have got had the old arrangements continued?

**Geoffrey Buckingham:** That is an interesting question. The Association of Police and Court Interpreters does not monitor who works for whom. It is not our position to do so; it is our position to represent members' interests, in so far as we can. We do not say how much they should charge. We do not say whom they should work for. We know that there is a spectrum of members within the association, which has several hundred members. There are people on the one hand who are refusing to work while the framework agreement is in place. Then, we go through people who might do the occasional job because they feel that they have to for particular reasons. There are others who have registered with ALS/Capita and do not work for them, and then we have some—I know, they talk to me—who do work for ALS/Capita.

**Q7 Austin Mitchell:** You don't know whether they are getting less money.

**Geoffrey Buckingham:** They are earning less money.

**Q8 Chair:** How big is your membership?

**Geoffrey Buckingham:** Do I have to give a figure to that? I would prefer to stick to several hundred.

**Chair:** Several hundred?

**Geoffrey Buckingham:** Just under 300 members.

**Q9 Chair:** So it is actually quite small.

**Geoffrey Buckingham:** Oh yes. We don't pretend to be anything other than a small association.

**Q10 Meg Hillier:** You said that this woman was de-registered?

**Geoffrey Buckingham:** Yes.

**Q11 Meg Hillier:** But she was able to work for ALS/Capita?

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**Geoffrey Buckingham:** Yes.

**Q12 Meg Hillier:** So you are saying that if you have been suspended, there is no bar to being employed under the new framework contract?

**Geoffrey Buckingham:** I don't know what the procedures are, madam, but it baffles me that somebody who is suspended can work for them.

**Q13 Nick Smith:** I had the same question—she was suspended by whom?

**Geoffrey Buckingham:** By the National Register of Public Services Interpreters, sir.

**Q14 Nick Smith:** So there is no relationship between that register and ALS?

**Geoffrey Buckingham:** I believe not, sir.

**Alan Thompson:** Madam Chairman, may I add something to the answer that Mr Buckingham just gave to Mr Mitchell's question, please? Mr Mitchell, the people we represent are highly talented individuals. Not only do they have a very sophisticated knowledge of languages, they also have a detailed awareness of legal terminology and court procedure. In particular, they have many decades of experience. Both Mr Buckingham and I have 25 years' experience, approximately, but there are some members in our association who have 40 years and more experience of working for the courts and the criminal justice system. These are people who are very passionate about quality. They have invested many hours of their time, and thousands and thousands of pounds, in learning how to do the job, in getting qualified, in getting registered, in renewing their registration on the national register year after year, and in undergoing continuing professional development. These are people who have invested in their future, and who believe in justice.

**Chair:** Mr Thompson, I am sure that nobody is impugning the integrity of the association. I think that Austin Mitchell was asking a perfectly legit question, because one of the things that has happened with the contract is that people's pay has been cut. Clearly, you can take your view on that. If there is less money around, that decision could have been taken by the Department without a procurement process.

**Q15 Nick Smith:** May I follow up on my previous question? Carrying on from Meg's point, the interpreter caused the collapse of a case and was then said to be suspended by the national register, but continued to work for ALS. Did the previous contract have a relationship between the provider and the organisation responsible for standards?

**Geoffrey Buckingham:** Sorry, I am not quite sure I follow. Perhaps I'm being thick here.

**Nick Smith:** Did the previous regime have a relationship—

**Geoffrey Buckingham:** Oh, with the national register?

**Q16 Nick Smith:** Yes, with the national register. I am trying to understand how, if you are suspended on a national register, you can get employment doing the same thing down the road.

**Geoffrey Buckingham:** I do ask that same question myself. If I was suspended by the national register, they would take away from me my national register identity card, which means that I could not show it to a court clerk in Essex, where I live, and where they require to see it. They would take a photocopy of it every time I went to court.

**Q17 Chair:** Mr Buckingham, to be clear, before the new contract was let, people were providing interpreting services in the courts without being on the national register?

**Geoffrey Buckingham:** They were. It was something that we really were not very happy with at all.

**Chair:** To be honest, that has not changed.

**Q18 Nick Smith:** Sorry to labour this, but I am still trying to understand, who is responsible for the quality of the service that you provide?

**Geoffrey Buckingham:** Well, fundamentally, we are, as interpreters, responsible for delivering a service which meets, or preferably exceeds, the quality of delivery that is required by the end user: court, police, solicitor. We are effectively measured by that because if we fail to provide adequate service, we find that our telephones go quiet.

**Q19 Ian Swales:** I have got another question but can I just add to this current line of questioning? Who actually runs the national register—who is responsible for it?

**Geoffrey Buckingham:** It has a board of directors, sir.

**Q20 Ian Swales:** So it is not your organisation?

**Geoffrey Buckingham:** No.

**Q21 Ian Swales:** How many interpreters do you think are on the national register?

**Geoffrey Buckingham:** The last figure I saw was something of the order of 2,320 I think.

**Q22 Ian Swales:** So a lot more than we think are needed to fulfil this contract?

**Geoffrey Buckingham:** I am not able to answer that. I don't know how that calculation would be made.

**Q23 Ian Swales:** Okay. I just wanted to check that it was not your organisation.

**Geoffrey Buckingham:** No.

**Q24 Ian Swales:** So it is separate from everything; it has got a board, but it is a separate organisation?

**Geoffrey Buckingham:** Indeed. It used to be wholly owned by what is now the Chartered Institute of Linguists. On 1 April 2011 it split and became an independent, voluntary, regulatory organisation.

**Q25 Ian Swales:** Right, that is useful clarity. My question is about an expression you used earlier. In addition to everything we are talking about, we are failing to measure, to use your expression, "the huge ancillary costs" of getting this wrong. Can you say a bit more about what you think the costs are, because I am sure that a lot of them are public sector costs that are occurring because of the failures in this process?

**Geoffrey Buckingham:** Yes, from the very simplest to some quite complicated ones. In the first case, let's say you have a situation at a magistrates court where the defendant is there, the magistrates are there, defence and prosecution are there—the court population you would expect to be there is there—but the interpreter is not. The case will be adjourned, and there will be a financial cost to that. I am not entirely certain how much that is, but I believe that it is, at magistrates court, something in the order of just over £300.

**Q26 Ian Swales:** There are many cases in our papers, one of them is of a juvenile who is on remand. So, typically, if such a case is adjourned, how long would it be for, and how often would there be someone on remand through that period?

**Geoffrey Buckingham:** I cannot give you a figure as to how many as I do not have access to the statistics, obviously, but in a document that I have already put into evidence to you, which I believe is called “incidence of failures”, we have documented incidents where people have been remanded in custody for what we would normally consider to be very minor offences; first-time theft of a mobile phone, for example. Those really should be disposed of by way of, perhaps, a conditional discharge, but because the defendant is unable even to answer normal questions such as, “What is your name?” or “Where do you live?”, she cannot give an address and is remanded in custody.

I believe that you might have figures as to how much it costs per night to keep somebody in custody. Figures I have seen rather vary, but there must be some figures somewhere that somebody can rely on. We have seen, and got evidence of up to 11 days, and I have anecdotal evidence of some people who have been kept in custody for weeks.

**Q27 Ian Swales:** So, are there any other costs that you can think of beyond, you were saying, the ancillary costs?

**Geoffrey Buckingham:** Well, if you have a trial, and you have called witnesses to come and give evidence, you have costs. They might be police officers, they might be expert witnesses, they could be anything. Failure of the interpreter to turn up means that, at least part of a day, possibly, would be lost to the court, and I understand from Judge Sheridan from last Friday that the average cost per day of a trial is something in the order of £12,500.

I have also put into evidence for your consideration an economic model which accompanied the first Involvis report from September 2011. I am not a statistician—forgive me, I know I am in front of people who deal with accounts and things, but I don't like numbers very much; I am a linguist—but, take those figures for whatever you like, the state is going to have to bear something between zero and £232 million extra in year one as a consequence of this framework agreement.

**Q28 Ian Swales:** You mentioned two cases you attended on Friday and you said that the first one, at the Old Bailey in front of Judge Joseph, was

adjourned. Was that for the lack of an interpreter? You did not actually say.

**Geoffrey Buckingham:** No sir. The case was adjourned because counsel for the defence—counsel for ALS/Capita—was unable to produce a piece of evidence that Her Honour required. They have a week to find it.

**Ian Swales:** It was just that you did not say why it was adjourned. Okay, I think we have a picture of what the hidden costs are. Thank you for that.

**Q29 Nick Smith:** Just a quick query. Mr Buckingham, you said that when an interpreter was not there, but the judge, assorted lawyers and others were, there was a cost of £300 a day.

**Geoffrey Buckingham:** As I understand it. That is just going from memory. That is at a magistrates court.

**Q30 Nick Smith:** I would hate to guess, but that seems a very, very low number.

**Geoffrey Buckingham:** It seemed low to me, but I recalled it from a report I read somewhere. If I am wrong, I am wrong, and I hope you will forgive me for that. If it is more, the cost to the state will be more.

**Q31 Nick Smith:** We will ask another witness to see if they have a number for how much the cost per day would be on that.

**Geoffrey Buckingham:** Yes.

**Q32 Mr Jackson:** Mr Buckingham, are you saying on behalf of your members—it is a completely respectable position to take—that the reduction in the revenue, the terms and conditions and payments, will inevitably lead to a reduction in the quality of service; or are you saying that, even if the terms and conditions were at exactly the same level as before, the way the contract and the demand are being managed means that the taxpayer would lose out? I just want to get your principal focus. Are you saying there is a causal link—in other words, if you reduce the terms and conditions you put off talented people from coming forward, and therefore the system is going to be disadvantaged?

**Geoffrey Buckingham:** There is an economic factor here—of course there is—but I can say on behalf of my members that it is not a matter of pay; it is a matter of the terms and conditions of the framework agreement and the nature of the company that was engaged to do it, which we believe, frankly, to be untrustworthy. Alan has something he would like to add.

**Alan Thompson:** There is something that might help to answer your question, Mr Jackson. Prior to the nationwide roll-out of this contract, ALS contacted interpreters and explained to them that it was necessary to reduce the hourly rates, but that they would be able to make up their income by doing a whole load of assignments on the same day in the same general location—in other words, stringing assignments together as if they were beads on a necklace. This has turned out to be a complete fiction. Just a moment's thought tells us that it is completely impossible. How can ALS possibly know, for example, that tomorrow there are going to be five

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Latvian assignments in the general district of Peterborough?

**Mr Jackson:** I can assure you there definitely will be.

**Alan Thompson:** Can they also be sure that those assignments will not all be taking place at 10 o'clock in the morning? I don't think they can. To put it the other way around, can they assure us that those assignments will be nicely spread out during the course of the day, with one at 10 o'clock, one at 11 o'clock, one at 12 o'clock and so on? Of course they can't, because, according to sod's law, all of those cases will go live at the same time and five Latvian interpreters will be required simultaneously within 25 miles of Peterborough. That is why this whole business model can never work. It is impossible. Anybody who has ever been to the Crown court, or even to a magistrates court, can tell you that if your case is listed for 10 am, you may be lucky—you may get on straight away and be out on the street by 10.15—but on the other hand, you may be sitting there until 3 or 3.15 in the afternoon before your case is heard.

When we worked for the tribunals service, they gave us a handbook for interpreters, which said, "When you are booked with us for a case at 10 am, we require your services for the whole day. We require you to be available for the whole day. Please don't accept any other bookings." These ALS/Capita workers are accepting a booking in Croydon at 10 o'clock, in Haringey at 12 o'clock, somewhere else at 2 o'clock, and obviously they are not managing to be in all those places.

**Q33 Mr Jackson:** You have touched on a very important issue of public policy, which is that where you have very heavy usage of translation and interpreting, there is not anything inherently wrong in collaboration between different public bodies. In Peterborough, the PCT, the hospital trust, the police, the courts service and the prison service all have needs, yet they are all using different people, at huge cost to the public. You are not saying that you are opposed to the idea of having a hub for these public services. Forgive me, because this is probably an issue for the Ministry of Justice rather than you, but I can see how that might lead to the development of a hub where people could access the expertise of your members.

**Alan Thompson:** We would not be against that for a second. Many of our members work for the justice system, for the health service and possibly for a local administration. We have no objection to that at all.

**Chair:** I want to move on. We will hear from Fiona and Austin, and then I am going to draw this bit of the questioning to a close and we will get on to the main bit.

**Q34 Fiona Mactaggart:** I want to ask you about the fact that one of the things that ALS offered in its contract was a tiered system, where it would check the qualifications of different interpreters. It is clear that they had not actually managed to test people fully when this went live. What I am interested in is their tests. You are interpreters. You understand the testing system. You referred to the institute that you are

members of, which you felt was a quality assurance mechanism. Tell me about their quality assurance mechanisms.

**Geoffrey Buckingham:** About the ALS quality assurance mechanisms?

**Q35 Fiona Mactaggart:** Yes. Some of your members work for ALS, so presumably they have gone through its tests.

**Geoffrey Buckingham:** Yes. It is a very complicated issue. I can tell you that none of our members who have spoken to me in respect of the tests that they have undergone—the language assessment tests, as they are called, administered by Middlesex university—have anything positive to say about them.

**Q36 Fiona Mactaggart:** Why not?

**Geoffrey Buckingham:** The tests themselves are unrelated, they say, to what they actually do at work. It is easy to cheat. You take the work home with you to do some of it. You have access to it online from your home. It is not a test; it is an assessment. There is no pass or fail. I understand that it is used as a mechanism to determine which tier you will be allocated to. That is interesting because nobody has spotted that originally you would have interpreters allocated as tier 1, 2 or 3, but now that has shifted and it is jobs—assignments—that are allocated as tier 1, 2 or 3. It has shifted.

**Q37 Fiona Mactaggart:** I do not understand the difference. I am sorry to be stupid.

**Geoffrey Buckingham:** Let us take Alan and myself as an example. We might go and do a test. Alan speaks very good Spanish, as I would expect him to; that is his qualification. He is allocated as a tier 1 interpreter. I go and do a Spanish assessment and I might get tier 2. That is to say, we are allocated those tiers—they are allocated to us—so if there is a tier 1 job in Spanish, it might go to Alan. Now, that has changed so that jobs are allocated as tier 1, 2 or 3, and they are supposed to be matched to tier 1 or 2, usually, interpreters.

**Q38 Fiona Mactaggart:** And you are saying they are not being matched?

**Geoffrey Buckingham:** I do not have the evidence to say one thing or the other. I would suggest that is something you might like to explore with Capita.

**Q39 Chair:** Is there anything else you would like to add at the end? We will obviously be interrogating the officials.

**Geoffrey Buckingham:** Madam Chair, thank you for the opportunity; that is very kind of you. I am going to be impertinent—

**Q40 Meg Hillier:** Madam Chair, I wanted to ask about pay rates, because we have heard about the issues of pay. I wondered what the difference was between what you were paid and what you are paid now.

**Geoffrey Buckingham:** Let me give you an example. If I get a call to go to City of Westminster magistrates court and I am there for an hour in the morning and I go home, I get £85 plus my travel time, which is three

hours at £15 an hour—it takes an hour and a half or so to get to City of Westminster from where I live—plus the cost of my train fare, which is, I think, £28.80 or £29.80. I get all of that, so if you add that up, it comes to—

**Q41 Meg Hillier:** Did you say your earnings would be the £85?

**Geoffrey Buckingham:** My total income would include expenses. Under the new regime, I would get, if it was tier 2, £20 for attending, plus a small number of pounds for my travel, which is calculated on a point-to-point basis—that might be £3 or £4—plus, if it is three hours in total, I would get two hours unpaid and one hour paid at £10, so I would get £35-ish. I think we have submitted to you in evidence a paper written by one of my members and colleagues, which goes into this in a good deal more detail.

**Q42 Meg Hillier:** Are most of you self-employed?

**Geoffrey Buckingham:** We are all self-employed. We are freelancers.

**Q43 Meg Hillier:** So what would be your ability normally to get work five days a week, except when you are on holiday?

**Geoffrey Buckingham:** Many of us work seven days a week—or have been.

**Q44 Meg Hillier:** So there is the possibility of that level of work.

**Geoffrey Buckingham:** It depends on your commitment, your engagement and how much you wish to earn, as well as your language. There is a lot of work for Latvian interpreters.

**Q45 Ian Swales:** Can I clarify that point? It is really important, and it is something we will get on to. If you were booked for Westminster court at 10 am one day—this is the example you gave—would you take another booking on that day?

**Geoffrey Buckingham:** No, because I know how that court works very well. I know that I will get there and be told at 10 o'clock, "Oh, the prisoners haven't arrived yet and there is a mental health issue, so you've got to see the mental health team." You will do a report that might be ready by 12 pm or 1 pm, and then you will be there the whole day.

**Q46 Ian Swales:** So when you said that you might be there for an hour, you could be there the whole day.

**Geoffrey Buckingham:** Under the old regime.

**Q47 Ian Swales:** But under the new one, you are expected to take other bookings at 12 pm, 2 pm and so on.

**Geoffrey Buckingham:** Yes. Under the new regime, of course, people do not do that. You would have your job at 10 am for the City of Westminster, you might do Snaresbrook at perhaps 1 pm or 2 pm, and then you have to go off to Peterborough for 4 pm—something like that. However, we know, as experienced practitioners, that that is not possible.

**Ian Swales:** That is useful.

**Q48 Chair:** We are going to have to move on.

**Geoffrey Buckingham:** I just want to make one or two little points, if I may be impertinent, Madam.

**Chair:** Go on.

**Geoffrey Buckingham:** I hope you will forgive me, but you did ask, so you are going to get it.

**Chair:** Very quickly, please.

**Geoffrey Buckingham:** I have some suggestions about questions that you may like to ask other witnesses, the first of which is: what led you to believe that you would save any money when you have no idea how much you spend?

Secondly, the MOJ was warned for months and years to make checks on ALS. ALS was a tiny company that had hardly ever made a profit, yet it was allocated a £300 million contract without verification that it had enough interpreters on its books or confirmation that adequate numbers of professional RPSIs would work for it. Why? If you are buying a second-hand car, you will at least check that there is an engine and a key that makes it turn. I do not wish to sound rude about the Ministry of Justice, with which I have had a living relationship for the best part of 20-plus years, but it strikes me that it has bought a second-hand car that has no engine and is not going anywhere. That is all I would like to say.

**Chair:** Thank you very much. That was very clear and forceful.

We will now hear from members of the Department, and we will see Capita next Monday, but there has been another slight hiccup in that Ursula Brennan thought that she had been stood down but she had not. I do not know how that went wrong, but I think that we owe apologies to her.



### Examination of Witnesses

*Witnesses:* **Ann Beasley CBE**, Director General Finance & Corporate Services, Ministry of Justice, **Peter Handcock CBE**, Chief Executive, Her Majesty's Courts and Tribunals Service, and **Martin Jones**, Deputy Director, Sentencing, Ministry of Justice, gave evidence.

**Q49 Chair:** May I start by saying that I hope you will convey our apologies to Ursula Brennan? We were expecting her this afternoon. Obviously something went wrong with communications and she thought that she had been stood down, but I am sure that you will all do a very good job. However, I did not want in any way to be discourteous to her.

As I understand it, Martin Jones, you are the senior responsible officer on this project; Peter Handcock, you are the accounting officer; and Ann Beasley, you are in charge of procurement for the Department. Have I got that right?

*All Witnesses:* Yes.

**Q50 Chair:** Martin Jones, as the senior responsible officer, I think that this is probably your question. This Report makes grim reading about a botched up procurement process. Now that you have seen the evidence in the Report, do you agree that you should not have signed this contract with ALS?

**Martin Jones:** For me, looking at the Report, there are some valuable lessons for us. I do think it was the right thing for the Ministry to pursue this new arrangement. I think there were some significant problems, which the National Audit Office itself reports, in terms of the reasons why we went into this arrangement. Clearly, if you look at the first weeks of the contract, there were unacceptable problems and, of course, the Ministry took action with the contractor to resolve these.

**Q51 Chair:** Do you think you were wrong to have signed this contract with ALS?

**Martin Jones:** I do not think that we were wrong to sign this contract with ALS.

**Q52 Chair:** Do you agree with that Mr Handcock?

**Peter Handcock:** I agree very strongly with that. The Report makes very clear that we needed to make some new arrangement—

**Q53 Chair:** I am not arguing about that; I am saying: do you think you were wrong? Let me repeat the question, and I would really appreciate a direct answer. We are not asking for a justification for engaging a procurement process. I am just asking, after looking at this Report and what we have found: do you think that you, as the responsible officers, were wrong to sign this contract with ALS?

**Peter Handcock:** No.

**Q54 Chair:** Well, I find that astonishing.

Let me ask you the first question, then, about when the due diligence took place. It appears that you ignored a report from a financial data company—this is on page 12 of the NAO Report at paragraph 1.13—that advised that you should not enter into a contract worth more than £1 million with this company, yet you entered into a contract worth up to £42 million a year. What on earth were you thinking about, Mr Jones?

**Ann Beasley:** Should I answer that, because actually—

**Chair:** No. I would like Mr Jones, as the senior responsible officer, to answer it.

**Martin Jones:** I do not think we were wrong to sign the contract—

**Q55 Chair:** You were told that £1 million was the maximum. Dun and Bradstreet—whoever it was—gave you advice that said, “Don’t sign a contract with ALS for more than £1 million.” You signed a contract for up to £42 million. I want to know what on earth you were thinking about.

**Martin Jones:** I think—

**Ann Beasley:** Can I say that that was actually part of the procurement function, for which I am responsible, not Martin? It was actually me who signed the contract.

**Q56 Chair:** I am grateful to Mr Jones for coming, because all too often senior responsible officers do not appear, but he is the senior responsible officer. It looks, through the process of the procurement, that he advised Mr Handcock of some things—not everything—but here was a very simple, obvious, basic bit of due diligence, where you ask a financial data company for information on whether this is a credible company with which to do business. It advises you, “Don’t do business in excess of £1 million,” and you enter into a contract for £42 million. I want to know what you were thinking about.

**Ann Beasley:** I know that this is difficult, Chair, but Martin relied on the advice from the procurement function, for which I am responsible, and the report on which we relied—

**Q57 Chair:** So you looked at this report, did you?

**Ann Beasley:** Staff working for me looked at this report and made a judgment about what it was saying.

**Q58 Nick Smith:** Did either of you look at the report?

**Ann Beasley:** I have looked at the report, yes.

**Q59 Nick Smith:** At the time, did either of you look at the report?

**Martin Jones:** I have certainly read the report.

**Q60 Nick Smith:** At that time?

**Martin Jones:** I didn’t read the report at that time.

**Q61 Nick Smith:** Ann Beasley, did you read that report at that time?

**Ann Beasley:** No, but staff working for me did.

**Q62 Chair:** Mr Handcock, did you?

**Peter Handcock:** No, I didn’t.

**Q63 Chair:** Right. Mr Jones, what were you thinking about?

**Martin Jones:** The Equifax report, which the National Audit Office comments upon, was about the value of the contract. The crucial question for me, as the senior responsible owner, was that there had been a diligent procurement process by procurement professionals, which had recommended that this was the company that was most suitable for this contract.

**Q64 Chair:** But you have got advice saying, “Don’t give this little company more than a million quid contract”, and you give it a £42 million contract. What were you thinking about?

**Ann Beasley:** That was not what the report said.

**Q65 Chair:** According to Aileen’s Report, that was what it said. Let me again find the reference—page 12; paragraph 1.13. It did say it.

**Ann Beasley:** The report that we took advice from said a number of things. It is a standard report on the company and it compared the company with other similar companies. It graded ALS as above average. It looked at the risks of fraud—

**Q66 Chair:** This is irrelevant, Ms Beasley. What it said was that it advised only giving the company a contract worth up to a million pounds. That must have been in the report. No doubt the report said lots of other things, but I have done these sorts of things and I have looked at these reports. If you get a report saying that, you don’t then give the company a contract for £42 million.

**Ann Beasley:** It says that the company appears to be of sufficient financial stability to undertake contracts to a value of a million pounds.

**Chair:** Yes.

**Ann Beasley:** That is any generic contract, so it would include contracts where you were actually paying them on credit, and that is what the £1 million is in relation to. Had it been a contract that was an asset-rich contract, where we were having to invest heavily up front, we would have had to say that we would not have wanted to invest £1 million up front. That is not the nature of the contract—

**Chair:** That is not what the report—

**Q67 Ian Swales:** This report was commissioned by your Ministry. Presumably, it was something that you actually paid to get.

**Ann Beasley:** We did, but not in relation to this specific contract. It was a generic financial report.

**Fiona Mactaggart:** The company did need to invest up front, because it had offered a tiered interpreting service that required it to assess which tier each interpreter goes to. That would have cost it money, I assume.

**Q68 Ian Swales:** It is clear that the seeds of this problem are exactly in this area, because the company did not invest in the recruitment processes required to get the number of people to deliver the contract, just as we saw with G4S over the Olympics. There is a massive investment required to grow your operation from what it might be to what is needed, so this investment question is at the heart of the problems.

**Ann Beasley:** The role of the company that we contracted with—ALS—was to provide an agency service for providing interpreters, and it needed to invest in developing a booking portal, which is working incredibly well, and it needed to increase the number of staff that it had in its call centre. It already had a call centre, because it was already providing—

**Q69 Chair:** Ms Beasley, this evidence is shocking, because it shows a complete— You are in charge of procurement, and I don’t think you understand what you are procuring. If you read the Report, this company is not a booking agency. It was being paid up to £42 million of our money to assess, to inspect, to put into tiers—to do a heck of a lot of jobs. And this was a company about which the advice to you was, “Don’t give them a contract for more than a million pounds.” I tell you what really worries me about this: if you make a mistake on what is a relatively small procurement contract for your Department, and you are involved in procuring private prisons, your answers give me absolutely no confidence that you will be able to procure those in an effective way for the taxpayer.

**Ann Beasley:** We made a professional judgment, on the basis of the report—a standard report—

**Chair:** It was not on the basis of the report; you ignored the report.

**Q70 Mr Jackson:** None of you read the report. The report said, “Don’t give it to this company because it is an SME and you are giving it a £42 million contract,” but you disregarded it. Then, apparently, you did not go for a second opinion from any professional expertise to decide as to the efficacy of your course of action. It is shambolic. What is the point of commissioning a report, at great cost to the taxpayer—taking a lot of time on an important contract like this—and not reading it? Answer that question.

**Ann Beasley:** The Ministry of Justice lets thousands of contracts. I am in charge, overall, of a spend on procurement of something like £3.5 billion a year. I do not read the credit checks—

**Chair:** You are here answering for the Ministry.

**Ann Beasley:** I am, and I have—

**Q71 Mr Jackson:** The collateral damage to the reputation of the Ministry of Justice has been enormous as a result of this, so I suggest—this is a little bit of friendly advice—that in future you do read these reports, because the damage not only from the niceties of this particular contractual arrangement, but to long-term reputation, has been immense. You are not actually conceding that in your evidence.

**Ann Beasley:** I am not conceding that we were wrong to let the contract with ALS, because actually the service today, through ALS, is approaching the levels that we want from the contract—

**Chair:** We will come to the performance. We want to talk about the shambles over the past eight months.

**Q72 Meg Hillier:** Chair, the witnesses said that they did not see the actual report, but presumably someone summarised it for some or all of you.

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**Ann Beasley:** Yes.

**Q73 Meg Hillier:** What did that summary say?

**Ann Beasley:** The evidence that we took through the procurement committee, which I chair, said that they had carried out the due diligence on ALS, which was not just on the financial credit report, and it was a company with which we could do business. We undertook a number of reference visits to a number of other organisations—

**Q74 Meg Hillier:** Forgive me, a company that you can do business with may be true, but there is clearly a scale to the business here and that was the issue. I ask my question because I want to know whether you think that you had the right advice at the time—as a summary from the staff working to you—for you to make the right decision.

**Ann Beasley:** Yes, I do.

**Q75 Chair:** Can I ask the next question then, on process? A Mr Brooke Townsley, an academic from Middlesex university, gave advice to ALS and he expressed, as I understand it, profound reservations about the validity of the proposed tiering—I am looking at page 12, paragraph 1.13—and also about the in-work assessments. Did you see that advice, Mr Jones?

**Martin Jones:** I saw views from Mr Townsley that suggested that he was actually impressed with the assessment process. I certainly did not see anything suggesting that he had profound reservations—

**Q76 Chair:** Did you ask to see his total report?

**Martin Jones:** I did not ask to see his total report.

**Q77 Chair:** Why not, when you were procuring a brand new system for the Department?

**Martin Jones:** The other crucial thing—

**Q78 Chair:** Why did you not ask to see the total report?

**Martin Jones:** At that point it did not seem to be relevant to me.

**Q79 Chair:** Why?

**Martin Jones:** I wanted some further information about ALS's ability to deliver this contract. ALS had contracts with a number of police forces and it was obviously important for me, as SRO, to talk to those police forces about the level of service that they were getting, because I had heard, and had had letters suggesting this, that the level of service—

**Q80 Chair:** If you have somebody who is providing advice on absolutely basic aspects of this contract—whether the tiered approach and the in-work assessments worked—wouldn't you have thought, in being responsible for taxpayers' money and for the quality of service, that you would have asked to see the report that would give you evidence as to whether an objective assessment suggested that ALS could deliver what it was promising?

**Martin Jones:** I think, with hindsight, there are certainly lessons that we need to learn from this in

terms of how we should do things. Indeed, one of the recommendations from the National Audit Office Report is to look again at that section, and that is something that is already under way.

**Q81 Chair:** So you accept that you should have asked for it really.

**Martin Jones:** I think I do, yes; sorry.

**Q82 Austin Mitchell:** What were you about to say about your inquiries of the police forces that employed ALS? You said, "I had had a number of letters." What did they say?

**Martin Jones:** I contacted police forces in the north-west to make inquiries about the way in which ALS was delivering its service, and the reports that I got back from those police forces said that they were very pleased with the service that they were getting from ALS. That was quite a crucial piece of evidence for me in determining where to go next, given the fact that this was about providing services to further police forces and indeed to Her Majesty's Courts Service, which was the organisation within which I was working. I also sought the views of colleagues working for the courts in that region because, again, if they have been procuring interpreters for the police, that certainly has a knock-on effect for the courts.

**Q83 Austin Mitchell:** The letters you'd had, on the basis of which you were asking the police forces about the service, were complaints about ALS.

**Martin Jones:** That is right. What we had were allegations that ALS was providing a shoddy service to the police forces, so I went to the police forces and said, "Can I have your views direct about the service being provided?" They said that they were not experiencing a shoddy service.

**Q84 Chair:** Right. Still on the procurement process—it seems that this is really a question for you, Ann Beasley—a decision was taken by the Department to outsource this work. Presumably they wanted, through competition, to get better value for money for the taxpayer. You had 58 pre-qualification submissions, and you have ended up with one national private monopoly. In effect, a public monopoly has been replaced by a private monopoly. What I do not understand is that if you want to promote competition to get better value, which I do understand, what on earth led you to proceed with only one national supplier, creating one national monopoly, and, in my view, impeding future competition?

**Ann Beasley:** We went through a process with a number of suppliers. As you know, there were initially 126 suppliers who expressed interest in this procurement. When we originally went into it, we did think that we might need to have a number of regional frameworks for this contract, but it became clear as we went through the procurement process that there were significant advantages in having a single booking system and—

**Q85 Chair:** Creating a national monopoly.

**Ann Beasley:** Well, actually, it is not a monopoly because it is not an exclusive framework. ALS is

incentivised to provide interpreters through it, but there is nothing in the contract that says we can go only to ALS. The market for language services is worth something like £900 million and we are currently spending about £15 million, so there is no way that the supply that we have created is a monopoly.

**Q86 Chair:** What is it in the Courts Service? I am not talking about the MOJ totally, because this is only a contract for the Courts Service.

**Ann Beasley:** It is about £15 million.

**Q87 Chair:** So the £40 million is for what?

**Ann Beasley:** That was based on estimated expenditure before this contract across the Ministry of Justice and police forces.

**Q88 Mr Jackson:** What specifically were the reasons that made you conclude that it was better to disregard a regional roll-out and to move to a national model when considering the contract?

**Ann Beasley:** That came after the contract was let.

**Chair:** No, it must have been in deciding who to let the contract to, and I think it is very unhealthy. You have not answered the question, which is what we are trying to tease out of you. If you want to create competition, then create it; don't create a private monopoly.

**Q89 Mr Jackson:** Let me make it clear: at the beginning of the procurement process, you must have had an idea that you wanted to end up with one monopoly provider, albeit a very successful and efficient one, or you would have had a regional system—a set of regional contracts. What was the rationale behind the decision to go for a national roll-out?

**Ann Beasley:** There are two separate themes there. One is how you actually implement the contract, which is about whether or not to go for regional or national roll-out, and the other part is how you let the contract. We let the contract in the end—we went through a process of discussion, initially with 126 suppliers, and then with 12, and then three. Then, as you say, we narrowed it down to ALS. The reason we went through that was that we did not have a firm view on the model of contract that we wanted to implement in the first place. We decided that there were significant benefits to having a single managing agent. All the interpreters are still freelance—they are free to work for ALS or any other contractor in the country, just as other interpreters are free to register with ALS—but what we wanted was a single booking system and a single call centre that would manage the bookings for the criminal justice system, because we thought there were significant benefits to that.

**Q90 Mr Jackson:** But those are not mutually exclusive concepts—having a single national booking system and different people. Remember, they are all SMEs, so I cannot see what—

**Ann Beasley:** The individuals are all self-employed.

**Q91 Mr Jackson:** But I cannot see what ALS's unique selling point is. All the 112 were SMEs that, incidentally, we think were not capable of dealing with a £42 million contract. Why could you not have expertise across a region, but a central hub for the booking? I do not understand what was wrong with that model.

**Ann Beasley:** But that is what the contract is. This is, I guess, the nub of the issue. What we have let is a contract to ALS to provide a booking service for interpreters, to maintain a register of self-employed interpreters, and to provide us with management information.

**Q92 Chair:** Whose job is it to make sure that the quality of the interpreter is right? Is it ALS's, or whose?

**Ann Beasley:** That is the role of ALS.

**Q93 Chair:** So it is not just a booking service. It also has to verify the quality.

**Ann Beasley:** That is part of the registration.

**Q94 Chair:** Whose job is it to make sure that somebody actually appears at the court at 10 o'clock on Monday morning?

**Ann Beasley:** Well, there are two parts to it, aren't there? Somebody from the court needs to book and say that they need an interpreter.

**Q95 Chair:** Of course, but whose job is it, once they have booked?

**Ann Beasley:** There are people in the call centre in ALS who find an appropriate interpreter.

**Q96 Chair:** Well then, stop telling us it is a booking service; it is not. It is a service that is supposed to verify and authorise whether or not interpreters have the right qualification, and make sure that they are there on time, on the day, at the appointed court.

**Ann Beasley:** Well, that is what I would call a booking service.

**Q97 Mr Jackson:** May I go back briefly to my last point? I am slightly disturbed that you said in your evidence just then that you were not sure at the outset of the procurement process what you wanted to end up with. I mean, who is running the procurement in the Ministry of Justice? It's like Fred Karno's circus. Surely you had a framework for what you wanted to reach, and you were hopeful of getting there, even if by a circuitous route, rather than not really being sure what was going to happen, or what you were going to end up with. It is a bit worrying, isn't it?

**Ann Beasley:** I do not think that is what I said. I think what I said was that we knew the outcomes that we wanted to achieve, which were around a better booking system that was not actually done by members of the criminal justice system directly. We wanted to improve the quality of interpreters, we wanted better management information, and we wanted to deliver it for less cost. We did not have a completely firm view in our mind about how you would deliver that, and that is the point, in procurement, of entering into competitive dialogue

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with a number of suppliers—so that you can have an exchange of views about how we would best achieve our objectives.

**Q98 Mr Jackson:** And end up with a substandard monopoly.

**Ann Beasley:** I do not think we have ended up with “substandard”, and I do not think we have ended up with a monopoly.

**Chair:** We have a dossier that shows that you have. We will come on to the actual delivery; we are still on the procurement.

**Q99 Ian Swales:** Clearly, the company has already changed hands. Do you know how much Capita paid for ALS?

**Ann Beasley:** No.

**Chair:** It is in the report, actually, Ian.

**Ian Swales:** Is it? I do not think it is. I cannot find it.

**Chair:** I have a £9 million figure in my head. Where did I get that from?

**Q100 Ian Swales:** We know that Capita is only interested in this to make money, so what does the fact that a company such as Capita has already bought this contract tell you? What do you learn from that, and what discussions have you had with Capita?

**Ann Beasley:** My assumption is that Capita saw this as a good opportunity. It is a private sector company looking to make profit. I think it saw this as a good model for delivery within the public sector, and it was happy to put its name behind it. I think we have benefited from having Capita behind ALS, through some fairly firm negotiations with it. It has invested quite heavily in making this contract more efficient more quickly than it perhaps would have been. I think it has been a good thing.

**Q101 Ian Swales:** I do not know if you were in the room for the previous witnesses, but how do you respond to what we heard? We heard that they are now expected to take multiple bookings a day, even though they will not know what the court proceedings will be. Experienced, professional interpreters called to a Crown court in the morning are not going to take another booking for the rest of the day, yet this kind of thing is now expected by Capita management. In fact, we heard about some of the pay levels involved, and no one could make a living unless they did so. How do you respond to that?

**Martin Jones:** We know that a Crown court trial is going to last for three days, so clearly it would not be sensible in that situation to take a number of repeated bookings in that time period. The magistrates court is a rather different beast. What you commonly have on a Monday morning is a number of people who were arrested by the police over the weekend, and then you have a number of short hearings for which you require an interpreter. You are likely to require an interpreter for in the region of 10 to 15 minutes of court time and a bit of pre-time in assisting with the defence solicitors. I think that those sorts of bookings are ones where you could quite legitimately say to someone, “You could do three or four jobs of that kind during the day,” particularly in busy urban centres.

**Q102 Ian Swales:** There are an awful lot of people shaking their heads behind you. Is the Ministry of Justice logging the cost of trials delayed due to the absence of interpreters? The previous witness talked about randomly attending a court and finding a case delayed because of the lack of an interpreter on Friday last week. Are you logging that, and do you know what it costs?

**Peter Handcock:** It is quite difficult to log the cost, but we are logging the incidence.

**Q103 Chair:** Why? Why is it difficult to log the cost?

**Peter Handcock:** If you let me explain, there is an awful lot of anecdotal noise in the system—I am not in the slightest bit surprised at this—about the number of cases currently failing. It is a fact that in the first two months of the operation of this contract, only four cases were adjourned as a result of the failure of an interpreter.

**Q104 Chair:** Only four cases?

**Ian Swales:** Four in two months?

**Peter Handcock:** In the first two months. I am sorry; I can do no more than give you the facts, rather than anecdote—

**Q105 Chair:** To be fair, Mr Handcock, the facts come from the Report from the NAO, and the NAO says that only 58% of cases in the first month—Aileen, help me. How many cases had an interpreter?

**Aileen Murphie:** That 58% refers to bookings filled by Capita.

**Peter Handcock:** But the remainder were filled by the contingency arrangements that we had in place. If you look at the largest area of business—the magistrates courts, where the volume of cases is greatest—the net effect on the ineffective trial rate in the magistrates courts of the transition to these new arrangements is an increase of 0.2 of 1%.

**Q106 Chair:** Hang on a minute. Look at what the Report says. I make a plea to you to give honest and open evidence to the Committee. The Report says that there was a doubling of ineffective trial cases; the Report says that. It also says that you do not collect the information to know how many were ineffective.

**Peter Handcock:** We do collect it. The NAO collected the data.

**Q107 Chair:** Was it a doubling?

**Peter Handcock:** Yes. From 0.4 of 1%—

**Q108 Chair:** How many?

**Peter Handcock:** The number was about 90-odd cases.

**Aileen Murphie:** Paragraph 3.6 shows that in the first quarter of 2012, 182 trials in the magistrates courts were recorded as ineffective, which means completely stopped.

**Q109 Chair:** That is 182.

**Peter Handcock:** That is the total, as opposed to 95 pre-contract.

**Q110 Chair:** It doubled.

**Peter Handcock:** It doubled, but the numbers are relatively small.

**Q111 Chair:** What is the cost of that?

**Peter Handcock:** Without doing a specific time and motion study on every case, it is very difficult to say, but our estimate is that it is somewhere in the region of £60,000.

**Q112 Chair:** Is that the cost of the court, the cost of somebody being in custody, or the cost of the—

**Peter Handcock:** That is the cost of the court.

**Q113 Chair:** So what is the cost of people being in custody?

**Peter Handcock:** Those people would not necessarily have been in custody.

**Q114 Ian Swales:** We have examples in our case notes of young people being held on remand for longer. The previous witnesses gave examples of people having to be held on remand because they could not answer the questions involved in what might be a fairly straightforward case. Are you making any effort to work out the wider costs of failure?

**Peter Handcock:** The difficulty is that without costing every individual case in which there is a failure, it is very difficult to work out the cost.

**Q115 Ian Swales:** What average cost of a lost case are you assuming?

**Peter Handcock:** You are also assuming, if I may say so—

**Q116 Ian Swales:** I am asking for your figures. What is your average assumption of the cost of a lost case?

**Peter Handcock:** I do not have an average cost assumption. It depends entirely on the circumstances in which the case is lost. You are assuming, if I may say so, that the previous system operated faultlessly, and that this one does not.

**Chair:** No. Nobody is making that assumption.

**Ian Swales:** We assume you tried to have a good system in place.

**Fiona Mactaggart:** We assume you would like to improve things.

**Q117 Ian Swales:** May I ask one more question about data gathering? Will your systems pick up the fact that a trial was adjourned on Friday in Aylesbury because of the lack of an interpreter, and how does that happen?

**Martin Jones:** Yes. We get weekly information that allows us to know the particular trial and the particular court, and what language they fell short of, so we know that it was Polish on Friday at the Old Bailey.

**Q118 Ian Swales:** So you get that, which is good, but it is not necessarily evaluated. When you pick up that information, you do not pick up any collateral information about whether it was someone on remand, or whether they were on bail, or whatever. So you may not know the wider costs if someone was, for example, in custody for an extra week.

**Martin Jones:** We have some additional information. For example, some of the most sensitive cases in the system are those in which there is a custody time limit to get the case to the Crown court. There are markers on the system to ensure that those cases receive particularly close attention. That level of detail can be pulled from the reports.

**Q119 Nick Smith:** Mr Handcock, I want to return to the said cost of £60,000 for the said loss of 90 cases. That works out at roughly £1,000 a case if it is averaged up. Does that include the cost of police time, custody and lawyers, or is it just the cost of the court building? What does it include?

**Martin Jones:** My understanding of the £60,000 cost that is quoted in the National Audit Office Report is that it is the cost to all agencies, so it includes an element of legal aid costs, police costs and CPS costs.

**Q120 Chair:** Aileen, is that right?

**Aileen Murphie:** I understand that the problem with the £60,000 is that it comes from some cost estimates that are not used publicly because they are not robust enough. We know that the costs are higher than that, but we do not know how much higher.

**Nick Smith:** So can we have a better estimate of the cost of the loss of just one case? We could then try to get some sense of what the real cost is, because these seem to be Mickey Mouse figures, based on the fact that no one would be so daft.

**Chair:** Coincidentally, at a dinner on Thursday, I was sitting next to the judge who runs the Old Bailey, and he told me that the cost of running the Old Bailey is £1,000 a minute, which rather shook me. One of the cases that was brought to our attention by previous witnesses was at the Old Bailey, so the idea that 182 delayed cases cost £60,000 is laughable.

**Q121 Nick Smith:** It is risible. To go back to some of the big-ticket numbers that are being floated around, you said that the cost of the previous service was about £40 million. How robust is that estimate?

**Martin Jones:** I think there are a couple of figures here. We think that the cost of interpreters to the justice system is £60 million. About £30 million of that is a Ministry of Justice cost, the majority of which is attributed to the Courts & Tribunals Service.

**Q122 Nick Smith:** So it is not £40 million; it is £30 million.

**Martin Jones:** There is £30 million from the Ministry of Justice, which I think is what the National Audit Office Report says, and £60 million from the justice system more generally.

**Aileen Murphie:** Perhaps I could clarify that. We did not put in the Report an estimated cost for the justice system because, again, costs are all based on estimates. We know definitely that the cost for the tribunal service was £5.85 million in the past year. The rest of it was built up from a variety of different estimates by the MOJ and the Courts Service.

**Q123 Nick Smith:** Okay. You say now that the contract is about £15 million a year.

**Martin Jones:** Correct.

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**Q124 Nick Smith:** Do you have any further information about the costs that ought to be added to that £15 million a year? On the face of it, the difference between £15 million and £30 million is a reasonable saving, but I am not sure the gap really adds up. What are the real total costs in your estimate?

**Martin Jones:** We estimate that we will pay ALS £15 million for the service. The crucial thing that the Committee needs to know is that ALS is only paid when it delivers. So if it delivers 70%, it only gets paid 70% of that cost. If ALS was 100% successful, it would get £15 million from us. We do not pay it up front; we pay it per job that it successfully meets. Providing a good level of performance to the courts is in its interest.

**Q125 Chair:** It is in your interest, too, because you want your courts to be used efficiently.

**Martin Jones:** That is exactly right. Any adjournment is absolutely regrettable. In the seven or eight years that I worked for Peter in the Courts Service, one of my tasks was to look at the level of adjournments in the courts. Anything that increases the level of adjournments is not acceptable. That is one of the reasons why we intervened very early in this contract to ensure that appropriate action was taken.

**Q126 Fiona Mactaggart:** I have come to the conclusion that the issue is not just about the failure of a contract. You can see that the general view around this table is that that has been the case. The Department has not had the imagination to consider other ways that it could save money on court interpreting. For example, we heard earlier—I do not know whether you were in the room—that ALS thought it could encourage interpreters to chain cases, which is not realistic in our present court system, but that would be quite a good thing to be able to do. I wonder what you have put in place to make court timings more predictable. I understand that judges are not very keen on Governments telling them anything about court timings, but, nevertheless, there could be more. It was clear to us that ALS's estimations of the possibility of such work were wholly unrealistic. Do you agree that those estimations were wholly unrealistic? What have you done to try to make such an approach more possible, because that would save the taxpayer money?

**Martin Jones:** The performance in the first six to eight weeks of the contract proved that the ambition for the number of interpreters expected to work in those first few weeks was not met in reality. The ambition is now much closer to the reality. The National Audit Office Report quotes figures showing that we are hitting 95% of the level of service.

There are things that we are doing. For example, among other things, the City of Westminster magistrates court, which is a very busy court with an extradition morning where virtually every defendant before the court has some kind of language need, is working with ALS to say, "We think we are going to need a Polish interpreter in court every Monday morning to pick up maybe two or three cases." They are taking that case-stacking approach, but they are doing it in a rather more sophisticated way than

simply expecting the interpreter to run around the place to catch those bookings. That sort of thing can be done.

The other thing that we are doing is looking at patterns of behaviour. We know, for example, that there are some courts with particular demand for certain languages. So you can start to look at that. From the very detailed management information that we are now getting, we can look at places where there is a particular demand for Lithuanian interpreters and start to build that into our planning.

**Q127 Fiona Mactaggart:** You are saying that you could, but I am asking whether you are.

**Martin Jones:** We are doing that now. One of the things that has got us to our current level of performance is looking at those pinch points in the system where smarter working will get better value for money out of the system and make better use of interpreters' time.

**Q128 Fiona Mactaggart:** I am glad that you are doing that, because it seems to me that part of the point of this story is that there has been a failure to listen. What I am hearing is that the Department is disregarding the views of professional interpreters and thinking, "Oh, they are just trying to get themselves more money." Of course, they were trying to get themselves more money—it is perfectly reasonable for a worker to do, and I have no objection to that—but, from this account, it seems to me that the Department disregarded all sorts of signs early on that, for example, the ALS assessing system was not going to achieve what you thought it would. The interpreters' experience of the practical timings of courts seems to me to have been disregarded by the Department. I am wondering why I do not know whose job it was to regard or disregard it.

**Martin Jones:** I think it was probably mine, as the SRO for the project.

**Q129 Fiona Mactaggart:** Did you disregard it?

**Martin Jones:** My view is that we sought views on what we were doing at many stages.

**Q130 Fiona Mactaggart:** Yes, absolutely. You sought views and then disregarded them.

**Martin Jones:** There is a starting point for this. In the summer of 2009, before we started looking at the procurement process, there was a series of workshops with interpreters. What we were hearing in 2009—not just from the Department's perspective, but from interpreters themselves—was that there was some dissatisfaction with the way that the system was working. Almost irrespective of that, a series of regional workshops were held, and we certainly listened then. Then, we spoke to other agency partners, the police, and the CPS. If the police, the courts and the CPS were saying, "We want a more efficient system here," my suggestion as SRO for the project was that we needed to do something about it. In terms of ongoing discussions with the interpreters' organisations, the last meeting that I had with an interpreters' organisation was in November/December 2011. That conversation was ongoing over time; there

was never a point at which I said, "I don't want to listen to you any more." I was continuing to listen, but ultimately, I think we probably got to a point where the information from the majority of interpreters' organisations was just, "Don't do this contract", but the Ministry had obviously been through a competitive dialogue process and we believed that it was the right thing to be doing.

**Q131 Chair:** But if you knew they were not going to work in this contract, and you knew that you only had 280 interpreters in January, why on earth did you not hold back? It just seems crazy. If I had been in your position, knowing that a lot of interpreters were not engaging with ALS, and I knew I needed 1,200 interpreters and I only had 280—why did you then go for a national roll-out?

**Martin Jones:** May I assist the Committee in terms of the timeline? I was first asked to go big bang, national go live, on this contract in October 2011.

**Q132 Fiona Mactaggart:** Why did you say yes?

**Martin Jones:** The crucial point is that I did not say yes in October 2011.

**Q133 Chair:** Who asked you?

**Martin Jones:** That was procurement and Applied Language—

**Q134 Chair:** Ms Beasley's lot.

**Martin Jones:** It was the people in the procurement team who were working on this project.

**Q135 Chair:** Why?

**Martin Jones:** They were saying that they had assurances that there was a sufficient supply of interpreters to meet our national need. Given the fact that I was the SRO for the project—but also, frankly, I was reporting to Peter as my ultimate boss—I did not think that it was in my interest to start off with a contract that was going to fall flat on its face, so at that point I said that I was not prepared to agree to this contract going live until I had assurance that ALS had recruited sufficient interpreters for this to have a good chance of success.

What then started was that I required weekly information in terms of where they were getting to on their recruitment. I started getting weekly information. When I first asked for that information, the answer was, I think, that they had 800 interpreters registered as prepared to work for them. Clearly, that was nowhere near the 1,200 figure that we thought was necessary to meet the needs of this contract, so I said "No, I am not prepared to go live on that basis." I asked to meet ALS, so I could see them face to face and see the whites of their eyes, to ensure that I was convinced that they had a good plan to bring us through. I was then asked to go live on this contract on 1 December, on the basis of those recommendations, and again, I said no. I was not prepared to go on that basis. I still thought that they needed to make further progress on the registration of interpreters.

Registration of an interpreter means that somebody logs on to the portal and puts information on the

system in terms of their qualifications. As I describe it, they are indicating an intention to work. The answer was that they had 2,000 people saying that they were willing to work for ALS. The next step in that dance was the assessment process. When I finally agreed to go live on this contract, in the middle of January, the answer was that they had well over 2,000 interpreters registered as wanting to work for them and that 1,200 interpreters had been assessed.

**Q136 Chair:** Did they lie to you?

**Martin Jones:** I do not think they lied to me. I think the position was that—

**Q137 Austin Mitchell:** Heads behind you are nodding "Yes".

**Martin Jones:** I do not think they lied to me. I asked them very simple questions, such as, "How many interpreters—

**Q138 Chair:** Either they had them or they didn't.

**Fiona Mactaggart:** Either they had been assessed or they hadn't. The number that you are telling us for assessed people does not seem to match the data that we have been given.

**Martin Jones:** They had 2,000 people who had gone on to the website and uploaded qualifications to say that they were suitable for interpreting in the justice sector. Clearly what then happened was that some of those interpreters who registered an interest subsequently were not prepared to come and work for ALS.

**Q139 Fiona Mactaggart:** I am interested in the assessment figure, because the assessment figure that you have just cited seems quite different to the assessment figures that we have been seeing.

**Aileen Murphie:** The number of people who had been all the way through the registration, assessment, verification of identity and the CRB check was 280 by the time the contract went live.

**Q140 Fiona Mactaggart:** You must have had those numbers, so how do you go ahead when you have got only 280?

**Aileen Murphie:** Can I just say something else? The reason why there is a section in the Report on "A note about definitions", paragraph 2.19, is that there was a misunderstanding between the Ministry and its contractor about what "registered" actually meant. If you said "registered" to someone who had been used to working with NRPSI, that would mean something quite different from someone just putting their details on a website. I think that kind of fatal misunderstanding, if you like, underpinned a lot of what happened at the "go live".

**Q141 Ian Swales:** When people registered on the website, did they know what they were going to be paid?

**Martin Jones:** The information on the website was very clear, I think, in terms of the rates of pay. Certainly we got letters from interpreters asking, "Are those rates negotiable?" and the answer is of course that it is a matter for the interpreter to negotiate with



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ALS on rates in individual cases. The rates have changed since this interpreter contract went live, in order to incentivise, and that is part of the £3.5 million we talked about—

**Q142 Chair:** Mr Jones, to take it at its most ridiculous, I understand that the owner of a cat registered him as a feline language specialist as a joke, and was then asked by ALS to bring the pet in for a language test.

**Martin Jones:** I am assuming that they would perhaps have not done well when they turned up.

**Q143 Chair:** But that is a registered number. What is really disturbing—we have been given a long dossier—is a case not from December but from 17 July 2012: “After reading about Jajo the rabbit I decided to register with ALS. I had no intention of working for them. I only wanted to see how far I could go and how incompetent ALS is. So I registered with a fake name (the name of a fictional character)—this is the end of July—“a fake address (a well-known official residence of a head of state), a mobile number with only 10 digits and an obviously fake Skype name. No qualifications, no experience, no security vetting. Two days after I registered I got my first job offer, a 45 minute job at a court in central London. Soon after that I received an email inviting me to take the assessment test, I did not reply, but I carried on receiving job offers. In total, up to now, I have received 12 job offers.”

**Martin Jones:** I have looked at a number of allegations of this kind and I have fed those through to ALS to investigate for us. On a number of those, they cannot find that interpreter on their system. Obviously, once I have the details of that one, I will ask the question again and perhaps write back to the Committee.

**Q144 Ian Swales:** Can we ask about the national register of interpreters? The previous witness spoke about a Romanian interpreter who had made a crucial error in a case, which had to be adjourned as a result; the interpreter was suspended from the national register as a result, but as far as the previous witness knows, is still working. What link do you have in terms of professional standards, discipline and the national register? How do you assure us all that you are providing the right quality through this system, especially given examples of the type we have just heard about?

**Martin Jones:** I think we have seen a number of cases that have hit the press in terms of failings in particular cases. I know in particular that two of the ones that have hit the biggest headlines, we have investigated, and the interpreter providing the assistance in that particular case was in fact a NRPSI-registered interpreter now working under ALS. So the idea that, somehow, it was an ALS interpreter who was the problem was not true in those two cases.

**Q145 Ian Swales:** Are you talking about the national register?

**Martin Jones:** The National Register of Public Service Interpreters.

**Q146 Ian Swales:** Right. Do you expect all the people used by ALS to be on that register?

**Martin Jones:** I do not expect everyone on the ALS list to be on that register.

**Q147 Ian Swales:** Do you think you should?

**Martin Jones:** No, I don't. If you look at the relevant qualifications, there is a number of places where you can get an interpreter from—there are all kinds of lists and qualifications. The important one is the Diploma in Public Service Interpreting, which is the crucial benchmark. Some people do not choose to be on the National Register for Public Service Interpreters. I know that one of the reasons why that was the case is that, until last year I think, you had to pay to be on the register, and some interpreters decided that they did not want to pay a fee to be on the national register. That changed about a year ago.

**Q148 Ian Swales:** How are you going to ensure that rogue interpreters are not in the system?

**Martin Jones:** There is a crucial question that I would have. I have been robust in saying that if there is a complaint about an interpreter working for ALS it must be investigated and action taken where necessary. As a result of the line that we are taking, there are now 20 interpreters who have carried out work for ALS who are no longer working for the justice system and will not be allowed to work for the justice system again, because of concerns about the quality of interpreting that they are providing. Indeed, in some cases it is about not the quality of the interpreting but how reliable they are—there have certainly been cases in which people do not turn up; they are booked to go in on a Monday and they do not turn up.

**Q149 Ian Swales:** That is important. You still have the power to ensure that somebody who does not deliver does not work for ALS again?

**Martin Jones:** Absolutely right. Moreover, my understanding is that of those 20 interpreters who have been struck off our list—they won't work for us any more—five are registered on NRPSI, and my understanding is that they are still on that register, so if you are a police force not in this contract, you could be contacting one of them and booking them.

**Q150 Chair:** Mr Jones, can you describe for us the protocols for ensuring appropriate quality? What are your protocols? You knock people off if they are brought to your attention. The NAO found 50 people—I don't know how many days' work you did, Aileen, but probably not a lot—who had neither the qualifications nor the CRB checks, but that seems fortuitous rather than planned, so what are your protocols for ensuring quality?

**Martin Jones:** Our protocols are that nobody should be working under this contract unless they have the relevant qualifications.

**Q151 Chair:** How do you check it?

**Martin Jones:** We are simply not allowing those interpreters to be on the list. We have been giving instructions to that effect to Capita. A number of

people are essentially suspended until they prove their qualification and vetting status.

**Q152 Chair:** You would not get a dossier like this and you wouldn't get the NAO going in and finding 50 people who were working with no evidence of qualifications or of CRB checks if your edict that "Thou shalt not work" was operating effectively; it is not. You need further protocols to ensure quality because otherwise it is justice denied.

**Martin Jones:** The one NAO recommendation that is really helpful is that we take a further look at the quality criteria contained in the contract.

**Q153 Chair:** You have not got any at the moment?

**Martin Jones:** No, I think we have.

**Q154 Chair:** What are they? I am just trying to get you to explain to the Committee what they are.

**Martin Jones:** The answer is, as a starter for 10, you have to put on to the website what your qualifications are. It is not a matter of simply saying, "I have a qualification, despite the fact that I am a cat." It is a matter of producing a document that says, "I have a degree."

**Q155 Chair:** But this is not happening. What does the Department do to ensure quality?

**Martin Jones:** I am not sure—the Report was certainly very helpful and I think the National Audit Office—

**Q156 Chair:** It found another 50 that were working who did not have the qualifications.

**Martin Jones:** The National Audit Office will attest to the fact that when that came to our attention, we immediately ensured that those interpreters were no longer working for us.

**Q157 Chair:** So great, the NAO discovered 50. Great, you have discovered another 20. No doubt all of us could give you another 10 or so. What are your processes and your checks? What have you got in the system? The report suggests that you have no quality checks.

**Martin Jones:** The crucial question for us is first, "How many complaints do you get from court staff around this?" so reaction in relation to that. There is also the question in relation to qualifications: "Have you got a diploma in public service interpreting?"

**Q158 Chair:** Are you doing spot checks?

**Martin Jones:** We have done spot checks, yes.

**Q159 Chair:** On Capita?

**Martin Jones:** On Capita, yes, in relation to qualifications and vetting.

**Q160 Chair:** And you have found that everybody has the qualifications and the CRB checks?

**Martin Jones:** In relation to a particular allegation before the summer—

**Q161 Chair:** No, an allegation I understand. I am trying to find a systemic way in which you check. It appears that you do not have one.

**Martin Jones:** We have already done some vetting and some checks in relation to particular cases.

**Q162 Chair:** Only when they are brought to your attention.

**Martin Jones:** At that point, yes.

**Q163 Chair:** That is not a system of checks.

**Ann Beasley:** I was only going to add that as a result of the recommendation—the NAO brought this to our attention when it did its study—

**Q164 Chair:** It shouldn't have had to. You should have had a system. Any proper procurement and monitoring of a private sector contract requires a system of checks from the Department, and not an assumption that they will deliver. This lot clearly haven't.

**Ann Beasley:** But we have been working with Capita to check all of the qualifications and all of the vetting of all of the interpreters.

**Q165 Chair:** How did they find 50?

**Ann Beasley:** This is subsequent to that.

**Chair:** That is shocking. That was in June or July. Mr Hancock told us that after a few weeks, all was hunky dory.

**Q166 Meg Hillier:** I want to pick up on that, but first can I say that I was recently a witness in court? This is testament to perhaps the inefficiency of the court system, picking up on what Fiona Mactaggart was saying. In the witness room I was in, there were six different sets of witnesses for six different cases. One case was heard that morning and the rest of us, for various reasons, were either held on or dismissed at 1 pm. At the time I thought that this was not a way to run an operation. Some of the problems around interpreters are about not just this contract, but the completely shambolic nature of the system, and the fact that CPS does not see files till very late notice. Most of those witnesses will not even complain about it. One classroom assistant said that she was unlikely, as a victim of that, to get another day off work to come and give evidence about the perpetrator of a crime. I am sure that we will be looking at those serious issues further, but I felt that I should put that on record, Chair.

On audit and accountability, I agree with the Chair. We have looked at a number of contracts let by different bits of the Government to private sector bodies. Different Governments have done this over time, but where is the accountability for the public pound and for the quality? I still do not understand how you are checking that. The more you check it, the more the Department is having to spend money on something it has already spent money on, to be done by a private sector body. But where is the accountability? Which bits of the Courts Service complain, and where do they complain to? Do they complain to you, or do they complain to Capita?

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**Peter Handcock:** Can I try and answer that? As we have explained already, we now capture a huge amount of data about the effectiveness of the system, so we know where the system fails and we know the cases in relation to which it fails.

**Q167 Nick Smith:** You do not know how much it costs.

**Peter Handcock:** We don't know how much it costs, I accept that, but we also have a right of audit that we have not yet exercised. I think we will have to exercise that right of audit so that we are satisfied that the—

**Chair:** Say that again; I missed that.

**Peter Handcock:** We haven't yet. The contract has been in place for a relatively short amount of time and it has been quite challenging. The focus has been on getting to the point where the contract is working and we are getting the right number of interpreters booked. You have heard about cases where, as a result of data being reported under the contract or action being taken by Capita, people have been required to produce their qualifications and evidence of their CRB checks and so on. Many of those people would have been working the system as it was operated before, and the previous system simply did not capture that. One of the things that having this contract enables us to do is to capture all that reliably and take action about it. It is one of the reasons why we needed to make a change, because previously we did not have anything—

**Q168 Chair:** Mr Handcock, I just cannot accept that about a system whereby, under the current contract, as Mr Jones has just told us, you respond to things drawn to your attention. That does not enable you to capture anything.

**Peter Handcock:** I don't think he quite said that.

**Q169 Chair:** He did entirely say that.

**Peter Handcock:** Well, perhaps I can correct it then.

**Chair:** He is the responsible officer, but never mind.

**Peter Handcock:** There is an obligation on the part of the contractor to check the qualifications of those who are registered and to check their CRB status. What that process has revealed is a number of people, including people who were previously working for us day in, day out on the NRPSI register, who, for example, haven't been able to produce appropriate CRB clearance.

**Q170 Meg Hillier:** You cannot CRB check unless you are employed. As a self-employed person, you cannot get a CRB check.

**Peter Handcock:** But it was previously assumed that, by virtue of their membership on that register, they were CRB checked. This process has established either that they are not, or that they are not able to—

**Q171 Chair:** What process? Whose process?

**Peter Handcock:** Capita's process.

**Q172 Chair:** But you don't know that Capita is doing it. We are discovering that it is not doing it.

**Meg Hillier:** This is a technical point, but an important one, about CRB checks.

**Peter Handcock:** Excuse me, but we do know it is doing it, because it has given a list of people who have not been able to provide satisfactory evidence. I do not think that it has just made that list up. Those are NRPSI interpreters who, in other circumstances, would just have carried on working.

**Q173 Chair:** Are you convinced, Mr Handcock, that all the people currently being used by Capita as interpreters have got the qualifications they claim to have and have got the enhanced CRB check? Are you now telling me we can be certain of that?

**Peter Handcock:** I do not think we can be completely certain.

**Q174 Chair:** Okay, so we never were and we can't be now, because you haven't got a system of checking.

**Peter Handcock:** No. I think the point is we are en route to a position now where we will get that certainty.

**Chair:** Oh dear, dear, dear.

**Peter Handcock:** We would never have got it before.

**Q175 Meg Hillier:** First, I want to ask about the CRB check, and then I want to talk about benchmarking. On the CRB check issue, if you are self-employed, you cannot get your own CRB check; someone has to get a CRB check for you. So you're saying that in the past that did not happen—or it sometimes happened.

**Peter Handcock:** That appears to be the case.

**Q176 Meg Hillier:** In the current system, if you are registered for Capita, you are saying that Capita is responsible for them securing an up-to-date CRB check, bearing in mind that it is a snapshot in time. Capita has to get that CRB check—

**Peter Handcock:** I don't know what the process is, but—

**Q177 Meg Hillier:** Okay, they've got it. A CRB check is out of date the day after it is issued; it is not yet a continuous assessment system. That is coming, but it is not in place yet. There is the vetting and barring agency, for example. So an interpreter could possibly work in an adult court who may have something that bars them from working in a children's court. I am now getting a bit nervous, but presumably those things are checked by Capita, or they will not be on the list.

**Martin Jones:** Certainly under this contract, the safeguards—once fully operated in terms of vetting—are much greater than we had before. One of the reasons why I started looking at the question of improving the system on interpreters was a particular case that came to my attention. In one of the courts in the north of the country, an interpreter was charged with rape, but was still on the register and still being booked to work on a range of cases. Now, of course, innocent until proven guilty, but I was uneasy about the prospect of somebody who is appearing before one Crown court charged with rape then appearing in

relation to a sensitive case at a much later point in time. Under the new system, if that happens, we have a way of ensuring that that person does not—

**Q178 Chair:** How?

**Meg Hillier:** Explain how.

**Chair:** Explain to us how. Who would know? How would you know?

**Martin Jones:** The answer is that in this particular case that I am talking about—

**Q179 Chair:** How would you know under the new system?

**Martin Jones:** What we have on the system is that the CRB checks have to be up to date, so you are right—

**Q180 Chair:** How would you know under the new system—you? We know what should happen. How would you know that we haven't got a rapist, or somebody accused of rape, appearing in a court?

**Martin Jones:** There will be a time lag, obviously, between the point at which somebody is charged by the police—

**Q181 Chair:** How would you know?

**Martin Jones:** The second it came to my attention, I could ensure that they were removed from the list.

**Q182 Meg Hillier:** Chair, there is a much easier way. If you are Capita and you are booking someone for court, if what the witness is saying is right, surely you should look up the reference number for the vetting and barring service—you have permission to look up someone's file—and automatically, from the police records, that should update that someone has been charged. It should be instantaneous. There may be a risk element—judgment about cost or risk—but that should be done at least periodically for someone. Is that the case?

**Martin Jones:** My understanding is that there are certain periodic points in the contract when those checks have to be done. I am not sure how regular they are—every six months, or every year—but certainly they are done much more regularly than under the old system, in which somebody could be convicted of a crime and if they did not declare it, they would simply be on the register and would be available to be booked.

**Q183 Meg Hillier:** So you are saying that Capita has to get the enhanced CRB checks and also check on the vetting and barring list.

**Martin Jones:** That is my understanding, yes.

**Chair:** Okay. Fiona.

**Q184 Meg Hillier:** Sorry, Chair, can I just ask about benchmarking?

You have let this big contract. Did you look at what other countries were paying interpreters before you went into doing this? Who did you benchmark against? What other public services in the UK and what other countries did you look at?

**Martin Jones:** We didn't look outside the UK, but we certainly looked at Scotland, where the Scottish Court Service contracted out this function about two or three

years ago. The rates being paid by ALS are higher than those paid in Scotland.

**Q185 Fiona Mactaggart:** How many languages do you require interpretation in?

**Martin Jones:** How many languages in total?

**Fiona Mactaggart:** Yes.

**Martin Jones:** I think the figure that was given in our statistics, which were published in May, was certainly many hundreds of languages.

**Q186 Fiona Mactaggart:** The tiering assessment service that ALS runs has been criticised by the independent report which, as far as I can see from the NAO Report, was not carefully read by the Department. That service is only able to assess people's level in 32 languages, so what is your plan for the other 100-plus languages to see how well qualified people are, if the new court system depends on people being assessed at different tiers?

**Martin Jones:** I think there are a few things that we need to explain. One of them is that the classic qualification in this arena is the diploma in public service interpreting. That is not available in all languages, whereas for the majority—Polish, Romanian—there is a diploma in public service interpreting and you get that qualification. That is the quality mark that you get. For some of the rare languages that we are talking about, there is no such qualification, so of course the system is left with another way of checking.

**Q187 Fiona Mactaggart:** What is the other way?

**Martin Jones:** The sort of thing that we are looking for is, obviously, that they have a good command. Quite often what you are talking about is somebody who has moved to the UK and has a good command of English, and about what additional training they need to bring them up to necessary standards. We have a list of qualifications that we would recognise in this country that would try to make up the difference.

**Q188 Fiona Mactaggart:** I am not sure that I completely understand. We let a contract on the basis of assessing people at different tiers. It turns out—I assume you didn't know when you agreed the contract—that, actually, that process isn't available for the majority of languages, even if not the majority of moments of interpretation. I accept that, because we're talking about lots of languages that are perhaps less frequently used. But in the majority of languages, the process that you let a contract on is not applicable, and I want to know what is the new process.

**Martin Jones:** I think this is something that the National Audit Office picked up. For some of the rare languages, you have one person in the country who speaks a particular language as an interpreter. Well, how do you assess whether that person is competent enough?

**Q189 Fiona Mactaggart:** There is a lot more than one person who speaks Twi, for example, which is relatively rare.

**Martin Jones:** We are looking at working with Capita to identify what a suitable system would be. The

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original plan would be that you would have used universities to test that. What they discovered in doing the assessment process was that it only worked to a certain level of languages, which was, I think, 52.

**Q190 Fiona Mactaggart:** It's 32.

What this suggests to me is that the process of due diligence on this contract was profoundly flawed. There are all sorts of things in it which it wasn't capable of doing. You might be trying to amend them now—I am glad about that and that the NAO Report has brought them to your attention. I am a bit frightened that, with something as serious as court interpreting—when someone's freedom depends on it—it has taken an NAO Report to make you aware of the fact that the contract as originally designed was not capable of being delivered in respect of more than 100 languages. That is a lesson for us about the whole of the contracting process, because you seem to have taken a whole load of things on trust without testing them.

One of the things that we expect of public contracts is that they are properly tested. The thing that is worrying me most about this Report is the suggestion that it was simply not possible for some of the claims made by ALS in its original document to be delivered, and that there was evidence that implied that, such as the linguists' report and so on, which you had not fully read—let's put it that way. Is that criticism well founded? If it is, how are we going to be sure that that doesn't happen in the next contract that is let by the Ministry of Justice?

**Peter Handcock:** I think it's a fair criticism. It pretty obviously is, isn't it? We had more difficulty implementing the contract than we expected and we found, for example, that the assessment process that was to be in place under the contract, in the end, could not be applied across the right range of languages. There is no doubt that, with the benefit of hindsight, we would look at the due diligence we did on this contract in a completely different way, and we would test it a bit more thoroughly, so we absolutely have to learn that lesson.

**Q191 Austin Mitchell:** It is most entertaining watching you, because most of what you say has been greeted with multilingual nods of denial from behind you. That is an interesting background.

I want to question, first of all, the qualifications, because surely you should be able to supply us with a list of how many people on the Capita or ALS list are qualified to act in what capacity, and what qualifications they have. The Report says at paragraph 2.22—this is May 2012—that the number of individual interpreters on the ALS list, now the Capita list, was 1,340, but the number appearing on both lists—that is to say, also on the NRPSI list as qualified—was only 305. I read that as meaning that only 305 people are qualified to act at tier 1 and tier 2. It might be that, from the large number remaining—about 1,000—some are qualified to operate at tier 1 and tier 2, but most will not be and therefore can operate only at tier 3. We have a letter from Mr B. L. Pells of Loughborough, which says that, in his view, this discrepancy accounts for something; it is widely

believed that Capita has used and continues to use tier 3 linguists to fulfil court bookings as a matter of routine, which accounts for the perceived drop in standards. What assurances can you give us and what numbers can you give us in relation to the cases in which tier 3 linguists are being used in a role for which they are not qualified?

**Martin Jones:** In relation to tier 1 and tier 2, it is important to be clear that qualifying as a tier 1 interpreter is not simply about being on the NRPSI list. There is a list on page 33 of the National Audit Office Report of the criteria that qualify people to be in tier 1, and that includes having a Diploma in Public Service Interpreting—that is the qualification that we are talking about—a Certificate in Community Interpreting, which was the forerunner to the DPSI, the Metropolitan Police test with DPSI, NRPSI registration, membership of the Association of Police and Court Interpreters—

**Q192 Austin Mitchell:** This is all obfuscating. You cannot tell us that the 1,000 people who are not on the NRPSI list are qualified to operate at tier 1 or tier 2.

**Martin Jones:** I guess what I am saying is that, in relation to the tier 1 qualifications, NRPSI is one of six things that qualifies you to be a tier 1 interpreter. The question, which perhaps we can write to the Committee about, is what percentage of the interpreters working meet one of those other qualifying criteria.

**Q193 Austin Mitchell:** Okay, let me counter that by asking what percentage of interpreters sent to court by Capita are qualified to operate only at tier 3 but are operating at a higher tier in the particular case?

**Martin Jones:** I have not got that figure—

**Q194 Austin Mitchell:** Can you get that figure; can you give us that figure?

**Martin Jones:** But I can assure you that the figure will be a very low percentage indeed. I am sure it would be less than 5%.

**Q195 Austin Mitchell:** Can you tell us, from the Capita list, who is qualified and how many are qualified to operate at each level?

**Martin Jones:** I cannot tell you now, but I could certainly write to you with that information.

**Q196 Austin Mitchell:** If you can supply that, I shall go on to the next question. It seems to me that all of this was done in a bit of a rush, and my surmise, with things being done in a bit of a rush after May 2010, is that they were done to save money—I put that just as a general proposition. It was decided in October 2010 to advertise. In February 2011—this is paragraph 1.11—the Ministry “invited ALS alone to submit a final tender.” It must have been very happy with ALS at that stage. The Report says in paragraph 1.13: “In early 2011”—it does not say what month in 2011—“the Ministry carried out due diligence on ALS and its bid, a standard process”. But the NAO says that “we consider that its due diligence on ALS was not thorough enough.” Why did you not do a thorough

due diligence test on ALS to see that it could deliver what it said it was going to deliver, to see that it had the necessary numbers of staff to do the job, to see that it was competent to operate on the national scale instead of the local scale that it had been operating on before? Why did you not do full and proper due diligence?

**Ann Beasley:** This is the conversation we had earlier about the amount of due diligence we did on ALS. We actually did undertake quite a complicated procurement process. We evaluated a large number of bids, and at each stage, we reviewed the proposals that they were offering to show us how they were going to recruit interpreters and run the bookings. We involved key stakeholders, from not only the Courts Service, but police and other agencies, to evaluate whether the proposals seemed plausible. When we got to the point where we had a single bidder, because in the process we had a quality mark, so people had to achieve a level of quality—

**Q197 Chair:** Did you measure that?

**Ann Beasley:** They were scored by a panel of people with different expertise. You had to score a minimum quality—

**Q198 Austin Mitchell:** A panel of experts said that it could do a quality job.

**Ann Beasley:** I think the NAO Report accepts that through the procurement process, ALS offered a very credible bid and the best bid. At the point when we decided that we wanted to pursue ALS as a single preferred bid, we went through further due diligence. We went to talk to other agencies, such as the police, who used ALS for interpreting, to take references. We reviewed CVs of the people who they were expecting to use as part of their management team in the call centre. We went to look at their mapping tool to see how they were demonstrating where they had interpreters and where they had gaps. We reviewed the booking portal to ensure that it was actually delivering.

**Q199 Austin Mitchell:** This process never yielded any problems? I get the impression from the Report that you did not take independent and expert advice on the proposals as part of due diligence. We heard evidence today that you did not listen to a lot of the advice you got.

**Ann Beasley:** We listened to a number of the—

**Q200 Austin Mitchell:** Did you take independent expert advice?

**Ann Beasley:** We did not take specific independent advice on the tiering.

**Q201 Austin Mitchell:** Why not?

**Ann Beasley:** Because tiering was a solution offered by every single one of the 126 bidders and is already in operation in an OGC language framework. Although it was new to the Ministry, it was not new in the world of delivering interpreting services.

**Q202 Austin Mitchell:** Again, you have disbelieving nods behind you.

I will finish with one question: having not done effective due diligence, landed ALS in a situation in which it was too small to cope—it could not cope—and discovered that you had launched a crock, did you then persuade or suggest to Capita that it should come in and take over this mess?

**Ann Beasley:** No, that was completely independent of us.

**Austin Mitchell:** So it is an entirely independent submission by Capita, not motivated in any way by the Department.

**Q203 Chair:** Did you encourage ALS to look for another partner?

**Ann Beasley:** No.

**Q204 Meg Hillier:** Chair, may I ask about the technical side? Some time before ALS bid for the contract, I had complaints in my constituency from an interpreter about ALS, so I surprised that your due diligence threw up none of those concerns or, if it did, that you dismissed them. This is a contract that was let under European procurement rules to one company, and then there was a takeover. Was there any issue for the Monopolies and Mergers Commission? Was there any issue for you, as a Department? No further process was taken to go back to any of the previous bidders. It was one monopoly taken over by a very large company that already provides a very great deal in the public sector.

**Ann Beasley:** We are encouraged, as a matter of Government policy, to let contracts with small and medium-sized enterprises. I believe that we do due diligence on them. We formed a judgment different from that of the NAO. In particular, in relation to the finance report. If they are then taken over by another company, they would have to notify us and we would review the circumstances of that. Our view, as I said to Mr Swales earlier, is that Capita coming in behind ALS was a good thing.

**Q205 Chair:** Did it meet all these European regulations?

**Ann Beasley:** Yes, it does. It is entirely within the law.

**Q206 Ian Swales:** That is something I wanted to come in on actually. Were Capita one of the original 126 bidders?

**Ann Beasley:** No, they were all SMEs.

**Q207 Ian Swales:** They were all SMEs. I wondered whether Government policy had driven out the big players at the start, but you are saying, no, they were all SMEs.

**Ann Beasley:** No, it would not be lawful to exclude them. We undertake market engagement. We specifically try to encourage SMEs. We try to let the contract in a way that makes it capable of being delivered by SMEs.

**Q208 Ian Swales:** I am guessing that some people in ALS got quite rich, quite quickly out of this. That suggests a hidden loss of public money somewhere in the system, but we do not know the numbers, so we cannot say how that works.

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I want to ask about future flexibility. How long is the contract for?

**Ann Beasley:** Five years.

**Q209 Ian Swales:** Who owns the portal.

**Ann Beasley:** We do. We own all the intellectual property. We own the register of interpreters. If we needed to, we have the right to step in.

**Q210 Ian Swales:** So if you wanted to re-let the contract to somebody else, you would be able to hand a working package over to them.

**Ann Beasley:** We would. Absolutely.

**Ian Swales:** That is good, because I don't think that is always the case, so full marks for that bit of evidence.

**Q211 Nick Smith:** Mr Jones, when giving evidence earlier, you talked about holding back your procurement team, which seemed to be pulling at the leash for you to sign off this contract. We have heard a tale about due diligence being seen through, and we have heard talk about taking references from the police, about checking management's CVs, and about the mapping tool that ALS told you about, but I am not convinced that there was sufficient challenge from the Department to ALS for signing off the contract. How did ALS manage to pull the wool over your eyes?

**Martin Jones:** I asked for weekly reports from ALS on where it had got to with the recruitment of interpreters, and reviewed them regularly. I required ALS to sit down with experienced court staff who understand delivery of the business so that we could look them in the eyes and understand how they were delivering that service. The assurances that I got to convince me to go live in the middle of January were formed over a period, so I do not think ALS pulled the wool over my eyes. If anything, there was perhaps a bit of over-confidence. It had 2,000 interpreters registered on its portal, and 1,200 interpreters had been assessed, so that as we moved to the new contracts everyone would conform, but that was not the reality in the first few weeks.

**Chair:** So they did pull the wool over your eyes.

**Q212 Ian Swales:** We could spend all night on the details, but an example relating to Mr Smith's question is that the Report says at paragraph 3.11 that "Capita/ALS has" only "recently introduced training for interpreters to increase their familiarity with the justice system". Was that not talked about? Why, a year later, are we saying that on average our interpreters do not know enough about the justice system? Why was that not talked about? Was that not one of the areas covered as part of your checking process at the start?

**Martin Jones:** We were very clear about the information that interpreters need to know. One of the key qualifications was having 100 hours' experience as a public service interpreter.

**Q213 Ian Swales:** When ALS said it had 2,000 people, did those 2,000 people have 100 hours' public sector experience?

**Martin Jones:** My understanding was that those 2,000 people had provided the relevant information: details of qualifications and of vetting status.

**Q214 Ian Swales:** But not experience of this kind of work.

**Martin Jones:** I think it may have included people who were saying they had had 100 hours' experience as well.

**Q215 Ian Swales:** It "may have".

**Martin Jones:** I will check.

**Q216 Ian Swales:** If the Report says that ALS has only recently started to train people, that suggests a massive failure.

**Martin Jones:** Court craft classes were introduced in response to particular concerns about the judiciary. For example, some interpreters used to specialise in the tribunal service, but now work for the court system. The systems were somewhat distinct, and there are, unfortunately many differences between the different sorts of court. In some cases, they are allowed to speak to only one side, and in other cases it is a bit different. Some things need to be improved.

**Q217 Meg Hillier:** Chair, the witnesses may not know this, and we may need to ask our next witness next week. Does ALS have any contracts other than with the public sector?

**Ann Beasley:** Yes, it also does business with the private sector.

**Q218 Meg Hillier:** Do you have any idea of the percentage?

**Ann Beasley:** No, I don't know the percentage, but some of the firms are well known, such as Nike and so on.

**Q219 Chair:** In this dossier of evidence, there are a number of cases and I will pick out one: Stoke-on-Trent tribunal. I have deliberately gone for later months. Again, this is 16 August, which is seven months into the contract. No interpreter attended and the judge went ahead without hearing evidence from the witnesses. Is that a good way of carrying out justice? Are you happy with that?

**Peter Handcock:** We would have to be happy with the judgment that the judge made on the day. There are clearly some processes that could be transacted without—

**Q220 Chair:** So we do not need interpreters?

**Peter Handcock:** That is a decision for the judge on the day, isn't it? That is not for me.

**Q221 Chair:** But you do not think that the rights of the defendant to have a proper—

**Peter Handcock:** I think the rights of the defendant are absolutely paramount, and I trust the judge to protect those rights. That is what he is for.

**Q222 Chair:** Well, the judge may have been so fed up of waiting for you guys to produce the interpreters.

**Peter Handcock:** Not to the extent that he would breach the rights of the defendant.

**Q223 Chair:** Well, there are a couple of such cases. Will you write to the Stoke-on-Trent A1 tribunal—the hearing was on 16 August—to find out why he decided to go ahead and let us know his response?

**Peter Handcock:** Of course.

**Q224 Chair:** When you sign a contract with a private contractor there are penalty clauses. However you look at this, in the first few months, from January to April, Capita/ALS failed to perform. Why didn't you fine them?

**Ann Beasley:** We took a judgment that we needed to develop a long-term commercial relationship with ALS, because we were going to be doing business with them for five years. We knew their expectation when they went live was that it would take them a couple of months to get up to the service levels. We thought it was better to—

**Q225 Chair:** You knew that when?

**Ann Beasley:** When we went live, they said it would take a few months.

**Q226 Chair:** Again, that puts into question why on earth you went live.

**Ann Beasley:** There was always going to be that challenge.

**Q227 Chair:** So you mean that you never intended to implement the terms that you wrote into the contract?

**Ann Beasley:** No, I did not say that at all. When you are implementing a new operating model, it is not unusual to take a couple of months to get up to service levels that had never previously been specified.

**Q228 Chair:** Why do you not put that into your contracts, if that is your view? There are two things. First, this is not a couple of months. I am talking about January to April—January, February, March and April—which I make four months. If you have no intention of fining for failure to comply with a contract in the first four months, why do you not put that into the contract?

**Ann Beasley:** We could if we wanted to.

**Q229 Chair:** That might be more open and honest.

**Ann Beasley:** Actually, we were working very hard with Capita to press them to improve the quality of the service. We estimate that they spent another £3.5 million on the contract and we forewent a number of thousands of pounds in service credits.

**Q230 Chair:** That does not matter. It is not your affair; your affair is protecting taxpayers' interests. They were not reaching the contract. I really think this is very important in the way that we manage private-sector contracts. What the company was spending is not your concern; your concern is ensuring that the company was meeting the terms of the contract that they had signed up to. They were not, and you are now telling me that for the first four months you give

them leeway. Why do you not honestly put that into your contracts?

**Ann Beasley:** I guess we could. It would make the legal drafting slightly more complicated.

**Q231 Chair:** Since then, because they still haven't been meeting the terms of their contract, why have you fined them only £11,000?

**Ann Beasley:** The £11,000 relates to the first four months.

**Q232 Chair:** No, it does not. Of the £11,000, I think May and June are £2,200. There is nothing in the first four months. Am I right, Aileen?

**Aileen Murphie:** Yes, there was nothing between January and April.

**Q233 Chair:** There was nothing?

**Aileen Murphie:** No.

**Q234 Chair:** So it is not the first four months. I seem to know this contract better than you do. May and June was £2,200, and the entire period was only £11,000.

**Martin Jones:** From the Ministry's perspective, when we got into February the real decision for us was whether we wanted to terminate the contract. The question of imposing penalties was secondary. Certainly Peter was pulling in Capita executives at a very senior level and saying, "You have a week to improve this level of service."

**Peter Handcock:** At that point, the implementation having been as bumpy as it was—I agree with you entirely that, when we let a contract, we should expect absolutely the service specified in the contract—it was quite clear that that service was not being immediately delivered. My approach was to call them in and tell them that they needed to fix it fairly quickly or we would consider pulling out of the contract. To be frank, the level of penalties that may be deployed under the contract are very small in any event. I was much more interested in focusing on getting the service right and getting the right kind of contingency plan in place to ensure that we had interpreters in courtrooms.

**Q235 Chair:** I understand that, but I am a bit shocked to hear that the penalties were small, because the penalties might have been an incentive for improvement in performance.

**Peter Handcock:** Again, I absolutely agree, but the difficulty you have in this kind of commercial arrangement is that if you put very substantial penalties in the contract, the contract price goes up, so this is as broad as it is long; it washes through the commercial arrangement whichever way you do it. If you plan for success—in the circumstances, this may seem a rather rash thing to say—as I believe we always should, you should be looking for best value in the contract. Building into the contract price something that reflects swingeing penalties just pushes the long-term price up. That is the fact. That is how bidders respond to it.



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**Q236 Mr Jackson:** You are going to the other extreme now. What is the possible sanction for any business that wants to do business with Government when Ms Beasley basically says, “We want to help them out a bit by not being too unpleasant to them and terminating their contract”? You are saying that the sanctions in terms of fines are, to a huge company like Capita, meaningless. This is an important indicative contract for people dealing with the Government in future. They may think that they can deliver substandard service and still get a contract, and everything is tickety-boo for their shareholders, but the poor old taxpayers are getting a substandard service. I think you ought to be mindful of how that comes across.

**Peter Handcock:** And again, I accept that is right, but getting service credits under the contract is not the only remedy. We have a range of other remedies that can be deployed.

**Q237 Chair:** What are they?

**Ann Beasley:** We have remedies. In extremis, we could terminate the contract.

**Q238 Chair:** Well, obviously. What else?

**Ann Beasley:** We could then charge Capita, if we wanted to, for the costs of providing that service through third parties.

**Q239 Chair:** What else? We know that; you turned that out.

**Ann Beasley:** Judges always have the opportunity to call Capita into court and charge them for wasted time.

**Chair:** No, what remedies do you have as the contractor?

**Q240 Mr Jackson:** That is an issue for their shareholders, not for the taxpayer.

**Ann Beasley:** What is an issue for their shareholders?

**Q241 Mr Jackson:** If Capita are falling foul of the judiciary on the bench, that is an issue for them, if they are fined. It is not necessarily going to be impacting on the taxpayer, in terms of value, in the long term, is it, over a five-year contract? You said, “We can terminate the contract,” and that there was a small fine. What else can you do?

**Ann Beasley:** We have other opportunities to withhold money from their management, a proportion of the fee that we pay, if—

**Q242 Chair:** And did you do that?

**Ann Beasley:** No, we have not done that to date.

**Q243 Nick Smith:** Would it make sense to have, in the contract, a sufficiently robust penalty to stop companies such as ALS taking a punt and saying that they can provide a service that they cannot, and to stop them leading you by the nose?

**Ann Beasley:** This is the point that Peter made. We pay Capita, or ALS-Capita, a small mark-up on the fee that goes to the interpreter. We do not pay them any other management fee. The service credit is in relation to that small mark-up. We felt that was

proportionate to the fee that they were being paid. The point that Peter was making was that if we had gone for a much more punitive regime, the response to that would have been to have set higher rates for the work, so we would have paid a higher rate for all work.

**Q244 Nick Smith:** Or maybe they would have provided a good contract in the first place, rather than the car crash we have at the moment.

**Ann Beasley:** We do not accept that it is a car crash.

**Q245 Mr Jackson:** The most charitable way to see it is to say that they inadvertently misrepresented their readiness to take on the contract. Less charitable people would say they lied to you. If these guys were estate agents, you would be using consumer protection law against them for misrepresenting themselves. Clearly, they were not ready and they misled you, which is bad enough, but at the end of the day, you are also saying, “We’ll cut them some slack and we won’t fine them very much, and we’ll just let them carry on.” What do they need to do before you say, “Actually, this is not a very good contract”?

Right at the outset of this session you said, “All things being equal, it’s not a bad contract.” That is like putting the question to Mrs Lincoln, “All things being equal, how was the theatre?” Basically, this contract is a disaster. You now should be in a position to say, “We’ve gone into the wrong contract. We have learned lessons, and we are going to take the toughest sanctions possible to ensure they get back to adhering to the contract”, and you are still not saying that.

**Ann Beasley:** No, I am saying that we are now applying the full service credits in line with—

**Q246 Chair:** That is £11,000 since the start of the contract.

**Ann Beasley:** The £11,000 was the penalties that we would have applied in the first four months.

**Q247 Chair:** No.

**Ann Beasley:** That is what the report says.

**Q248 Chair:** Ms Beasley, I think that you do not know the facts. You are working without the facts. The facts are that you have actually applied £11,000.

**Aileen Murphie:** No, I am afraid that Ann’s right there.

**Chair:** Is she?

**Aileen Murphie:** Yes.

**Chair:** They should have applied £11,000?

**Aileen Murphie:** We estimated what they forwent.

**Chair:** Apologies; that was my fault. But that is peanuts. Go on.

**Amyas Morse:** I do not want to sound like I am ploughing on—

**Chair:** But you are going to.

**Amyas Morse:** The first thing I would like to say is that I do not find it extraordinary that you did not want to apply the penalties in the first short period of time while you were winding up the contract. Personally, just from my commercial background—I have a reasonable experience of it—I can understand that you said to them, “Look, we have the power to impose these penalties if you do something egregious, but

normally we probably won't as you wind up to a reasonable service level." That is quite normal, commercially.

The bits I am not supportive of is saying that we should always plan for success, or that after that event, if the company is grossly failing in the contract, somehow putting strong penalties in will be necessarily reflected in the price. It is quite difficult for someone to get away if, having told you that they can carry out the contract, you say, "Well, okay, but you know it will damage our reputation greatly if you don't perform, and therefore we will have to have some quite strong penalties." If they say, "Oh no, I'm sorry, I will go back on the price", "Get a bigger pair of boots" might be an answer to that.

Do you feel that you can get this thing sorted out? I am sorry, I just wanted to ask that question. I do not buy the soft approach to it, except at the very beginning. I am interested to know whether there is any indication. We do not have the information, but obviously this is going to be followed up by the Committee, so what are you expecting to happen?

**Martin Jones:** I think it would be fair to say that in the first six to eight weeks of this contract, my phone was burning with judges, members of court staff and lots of colleagues of mine saying, "Martin, I've had this problem today, what are you going to do about it?" and me making late-night telephone calls to ALS to say, "What are you going to do to ensure there isn't a problem?" That has almost completely died away now. We have a reasonable level of service being provided to courts. I speak to former colleagues on a weekly basis, and what they are telling me consistently is that the situation has improved out of all proportion to where it was in January and February.

**Q249 Ian Swales:** There is a key point here, which is: what is a reasonable level of service? If this was a gardening contract, you could say, "Well, the weeds are a bit high," or "The hedge wasn't cut at the right angle." Each of these interpreter cases is a massive issue for the person involved. It is a bit like asking a parachute manufacturer what failure rate they are prepared to accept. Each case, on any given day, is perhaps a once-in-a-lifetime thing for the person involved. It is not a contract where you can just say, "Oh well, yeah, we'll cut the grass a bit quicker next month", or whatever. I am not getting the feeling that excellence and 99.99% efficiency is what you are thinking. There seems to be this sense of, "Oh well, you know, if a few guys don't turn up or someone's not professional enough, well, we're getting there." My sense is that that is not good enough.

**Peter Handcock:** No, you are completely right, that is not good enough. To answer the question directly, we have a contract that sets a level of service—a fulfilment level—and the expectation is that the fulfilment level under the contract will be 98%. We need to get there, and we are working hard with Capita to see that we do. The other thing that we absolutely have to fix, as NAO colleagues recommended, is the assessment process.

When we set out, our objective here was to make better something that was not well organised and did not work well. With hindsight, there are a whole load

of things we could have done that would have made the implementation of that process better, but our objective has to remain the same. We have to go from a position in which we had a pretty ramshackle and unreliable system for booking, poor control of cost and relatively little control or guarantee of quality. Our objective in letting this contract was to fix those things.

**Q250 Chair:** Did you look at any other alternatives to improve the quality of the service? Was this the only option that you looked at?

**Martin Jones:** We certainly had an options appraisal. We looked at all other options. One other option we looked at was bringing the whole thing in-house and establishing a Government register of interpreters. That was one of the things that we looked at as part of the options appraisal.

**Q251 Chair:** What else did you look at? Cutting their pay? If you wanted to save money, which presumably was one of the driving factors behind this, which is fine, and if one of the ways you wanted to do that was to cut the way in which they were paid, which, as Fiona said, could be up for grabs, why did you not just do that?

**Martin Jones:** The primary reason that we did not just slash the pay was that there was more than that in the system. I described the old system as the equivalent of the *Yellow Pages*. A member of the court staff needing a Polish interpreter would look on the register and pick out the numbers of Polish interpreters and start ringing them. By the nature of the business, when a member of the court staff is ringing at 11 o'clock to find a Polish interpreter, lots of those interpreters will be in courts or tribunals doing business. The idea of a centrally managed service was meant to be much more efficient.

We are looking, in this contract, at the idea of an iPhone app, so that if you are an interpreter and you are in Birmingham and your case ends at lunchtime because the witnesses have not turned up, you can go on and say, "Where in Birmingham Crown court, Birmingham magistrates court or the police station can I get my next job?" Those are all advantages for interpreters.

**Chair:** Well, you do not see it in performance.

**Q252 Austin Mitchell:** I have a Yorkshire man's question. Do we know how much the directors of ALS made out of selling their crock to Capita?

**Ann Beasley:** No.

**Martin Jones:** No.

**Q253 Austin Mitchell:** Shouldn't we know?

**Ann Beasley:** No.

**Martin Jones:** No. It is not our business.

**Q254 Austin Mitchell:** If you have been involved in a huge contract worth £40 million, and you cannot fulfil it, and then you flog off your company to a bigger company, it is a good way of making money, isn't it?

**Peter Handcock:** We do not have any right to know that. It was perfectly lawful—

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**Q255 Austin Mitchell:** You should have the intelligence to ask that. The Treasury has taxed the profits made on PFI by selling them on. You should know.

**Peter Handcock:** I do not think that it is our business to know.

**Q256 Chair:** I do not agree. May I ask Ann Beasley a final question? You have a range of hugely important procurement projects that you are responsible for, and you have a new Minister, who has expressed a determination to ensure even greater private sector involvement in the delivery of MOJ services. Can you tell us if anything has changed in the way that you do your job, after the experience of this contract?

**Ann Beasley:** I think we have learned a number of lessons from this contract. In particular, we have made sure that we get the terminology right, so that we understand the same things as the suppliers. With the benefit of hindsight, we would have done more testing of what ALS were telling us, but we actually have

some very rigorous processes for procurement activity and, depending on the value of the contracts and the inherent risks in them, we put more or less resources into play.

For example, when we moved a public sector prison into the private sector under G4S, we had a whole team of people working to ensure that all the transition issues were covered, and that the transition went smoothly. But that adds to the cost of the procurement process, so we have to look at the inherent risk of things going wrong compared with the costs that you would have to invest. Inevitably, with the benefit of hindsight, I would have wanted this to have had a smoother transition. I believe that it is now in a better place.

**Q257 Chair:** Is it a good enough place now?

**Ann Beasley:** Not yet, no. Clearly, with hindsight, we should have invested a bit more in that transition and made it smoother.

**Chair:** Thanks very much indeed. We will see Capita on Monday.

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**Monday 29 October 2012**

Members present:

Margaret Hodge (Chair)

Mr Richard Bacon  
Meg Hillier  
Fiona Mactaggart

Austin Mitchell  
Nick Smith

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**Amyas Morse**, Comptroller and Auditor General, National Audit Office, **Gabrielle Cohen**, Assistant Auditor General, NAO, Aileen Murphie, Director, NAO, and **Marius Gallaher**, Alternate Treasury Officer of Accounts, HM Treasury, were in attendance.

#### Examination of Witnesses

*Witnesses:* **Sunna Van Loo**, Public Service Director, Applied Language Solutions, and **Andy Parker**, Joint Chief Operating Officer, Capita plc, gave evidence.

**Q258 Chair:** Welcome. Thank you for agreeing to come. Miss Van Loo, it sounds awful, but I cannot read your name plate because of the light.

**Sunna Van Loo:** It's Sunna.

**Chair:** You are the public services director for ALS. You are not employed by Capita; you are employed by ALS. Or are you employed by Capita and put into ALS?

**Sunna Van Loo:** I am employed by Capita.

**Q259 Chair:** Thank you very much for agreeing to come. Mr Parker, may I start by asking you a question? You did not bid for the original MOJ framework agreement on interpretation services, did you?

**Andy Parker:** No, we did not.

**Q260 Chair:** Why not?

**Andy Parker:** We have a process where we have a team that works in a group sales organisation and looks at PIN notices that are issued, and they decide centrally whether we will respond. My belief is that, at the time, someone evaluated it, looked at language services, thought it was not something we did and, like many PIN notices and OJEU notices, we passed.

**Q261 Chair:** Why did you change your mind?

**Andy Parker:** We changed our mind not just because of the MOJ contract. A financial intermediary brought me an opportunity in, I think, the beginning of September, with a company called Applied Language Solutions.

**Q262 Chair:** What do you mean brought you an opportunity? Did they want to sell?

**Andy Parker:** We regularly buy companies. We have done probably 150 acquisitions. A number of them are brought to us by financial intermediaries. They bring us an opportunity and say, "This may be a company of interest to you." We probably reject 90%.

**Q263 Chair:** I am interested in the process. Does that mean that they brought you the opportunity because ALS wanted to sell the business?

**Andy Parker:** Yes, these people—

**Q264 Chair:** Not because they are looking at all sorts of public service contracts and thinking, "Capita might be interested in this."

**Andy Parker:** These intermediaries work with a number of businesses of all sizes. We work with 30 or 40 of these intermediaries and we reject 90% of them immediately. We probably reject another half of the other 10% once we get into more detail and a very small number we take to acquisition. That is not the only way we acquire companies. Sometimes we come across companies when we work with them as a partner or supplier, but that was how that particular one was identified.

**Q265 Chair:** Why did you change your mind from deciding not to bid to deciding to acquire? What changed?

**Andy Parker:** When the opportunity was brought to me, the first thing that attracted me was not the MOJ contract, but the potential for language services generally. In 2010, a KPMG report estimated that the value of the language services business in the UK was £1.7 billion. The global market for translation, rather than interpretation, is estimated to be worth £20 billion a year, with half of that spent in Europe. It seemed like an attractive marketplace and looked like the sort of business that was of interest to us as a support services organisation and for the efficiencies that we thought that we could bring.

**Q266 Chair:** I am bit unclear. If you thought it was suddenly a good business in August or September—

**Andy Parker:** I never personally saw the original OJEU—

**Q267 Chair:** And you might have come in on the OJC if you had seen that.

**Andy Parker:** It is difficult for me to say that I definitely would have. I may well have done, but I never saw it, so I cannot really comment now.

**Q268 Chair:** Have you bought other companies like that, where they have secured a Government contract and you have then acquired them before they have even started the contract?

**Andy Parker:** Not to my recollection.

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**Q269 Chair:** This is the only one where there has been a contract signed between a company and Government and then you have acquired them before the contract started.

**Andy Parker:** We have obviously acquired other companies that had contracts in the public sector, but never one where there was one large contract.

**Q270 Chair:** Are you prepared to tell us how much you paid for ALS?

**Andy Parker:** Yes, it is on the public record. The initial figure was £6 million to the shareholders and £1.5 million to clear a loan.

**Q271 Chair:** What was your deal with the chief executive? You parted company pretty shortly afterwards, but what was your original deal?

**Andy Parker:** He was the majority shareholder, so he picked up—

**Q272 Chair:** Was he not the sole shareholder?

**Andy Parker:** He had the lion's share. I believe that it was approximately 90%, but the figure was about that. I do not know the exact number, but it was roughly 90%.

**Q273 Chair:** And the deal was that he would carry on running it for you.

**Andy Parker:** That was what we initially anticipated.

**Q274 Chair:** But?

**Andy Parker:** We mutually agreed to part company in July this year.

**Q275 Fiona Mactaggart:** When you agreed to part company, did you have any legal agreement about what either party might say about the terms on which you parted company?

**Andy Parker:** There is an agreement in place, but that would not affect a hearing such as this.

**Q276 Chair:** So how much did he get for parting company with you?

**Andy Parker:** He did not get any additional money when he left. As a shareholder of the original company—

**Q277 Chair:** He would have got his £6 million or whatever.

**Andy Parker:** Yes.

**Q278 Nick Smith:** So why did he leave?

**Andy Parker:** I would rather not comment on an individual employee, which is what he became. I do not mind speaking in private or providing written evidence, but I do not think that it is appropriate to comment on an employee and the terms of his leaving. I am happy to do so in private.

**Q279 Nick Smith:** Was it your company's view that he should leave?

**Andy Parker:** As I said, we reached a mutual agreement and we signed a document and he left.

**Q280 Nick Smith:** I am still not sure why he left. Why did your company ask him to leave?

**Andy Parker:** As I said, I do not think that it is appropriate to comment on an individual employee. I am more than happy to do so in private or to provide written evidence. I just do not believe that it is appropriate to make that comment in public.

**Q281 Chair:** When you took over the contract, did you look, in your due diligence, at whether you could deliver it?

**Andy Parker:** We obviously looked at what evidence there was. Just to be clear, there were two parts to this business, so the larger part of the business had nothing to do with interpretation. There was more than one reason for buying this business. It was not just the MOJ contract. In terms of that contract, we looked at what evidence was available. We obviously knew that the north-west police forces had been operating with ALS. We took references, which were very positive. We were also aware that a similar service had been contracted in Scotland and had been running for, I believe, two years. In terms of what available information there was, we assessed that and in terms of the process—although not exactly the same—there were similarities to a number of resourcing contracts that we run. On that basis, we believed that we could operate that contract.

**Q282 Chair:** But you broke the terms of that contract from day one.

**Andy Parker:** Yes, we did.

**Q283 Chair:** So, what lessons do you learn from that?

**Andy Parker:** I am sorry—

**Q284 Chair:** What lessons do you learn from that? Before you come to that, I suppose the other question is did the MOJ encourage you to take over the contract?

**Andy Parker:** No. There was no initial contact with the MOJ—

**Q285 Chair:** Until after you had bought it?

**Andy Parker:** No. Roughly a week before we concluded the deal, as part of contacting a number of customers, we informally approached the MOJ to see if there would be any objections to us acquiring the business.

**Q286 Chair:** And?

**Andy Parker:** They said that there were no objections, but that was—

**Q287 Chair:** But don't you think that it is a bit odd? In terms of process, it strikes me that if you enter into a new contract with Government, as ALS did—presumably the MOJ thought that ALS was going to be their partner in delivering this service—and then you jump in before the contract has even started and suddenly say "Hey ho, it is not going to be ALS, it is going to be us", do you think that that is a completely acceptable way of operating in the delivery of public sector contracts?

**Andy Parker:** We were bound by the original contract and took on all the obligations and liabilities, so I am not sure what the issue is. If the MOJ—

**Q288 Chair:** You are a different company, with a different set of individuals who would have responsibility for delivery. The MOJ thought that they were signing a deal with one set of individuals and one company and then find themselves having to deal with another company—yourselves.

**Andy Parker:** The company that operates the contract is still the same company—it just has a different managing team. We are still bound by the same contract.

**Q289 Chair:** Well, it is not the same company; it is a different set of individuals and there is different ownership. You cannot say it is the same company—it might hold the same name, but in every other aspect it is a different company.

**Andy Parker:** Companies get bought and sold all the time.

**Q290 Chair:** I know. I am just slightly concerned that, at a time when there is increasing—I mean, you have done very well out of Government. Over the last year, you are about the only bit of the world that is doing quite well. My understanding is that in the first four months of the year you have won public sector contracts worth £900 million, compared with—I am told—£330 million in the first four months of 2011, so you are doing quite well.

It seems to me that, for Government contracts, paid for by taxpayers—our interest is always about following the taxpayer's pound properly—we should know who we are contracting with. There is something a little bit unsavoury—maybe that is the word—when you think that you are contracting with one company but find that another company with another management team is delivering that contract.

**Andy Parker:** I cannot really comment on that. I do not believe that there was an issue. One of the main reasons for us contacting the MOJ was that we are aware of Government policy around procurement to SMEs. If the contract had been awarded on the basis of ALS being an SME, and they had informed us of that, we would not have followed through with the acquisition. But they did not.

**Q291 Chair:** That is what worries me. You waited for an SME to get it, and then you jump in with your big boots and take it over their heads.

**Andy Parker:** Contracts are awarded all the time, and we are not doing that all the time.

**Chair:** I accept that you are not doing that all the time, but in this particular instance—

**Andy Parker:** This was a particular—

**Q292 Chair:** When we took evidence from the MOJ officials, they said that they were anxious to try to contract with an SME. In my view, they did so completely ridiculously, given that if they had looked at their due diligence, they would have seen that ALS was a company that could not possibly deliver on a £40 million-odd contract. Still, they sign it, and while

you think that you do not want to go for the contract because the MOJ want to give it to an SME, you jump in very quickly behind to buy it up.

**Andy Parker:** I do not think that that was the overriding reason why. I think that only SMEs responded. I do not know why only SMEs responded, but I am not aware of any companies that were not SMEs that responded to the original prior information notice. Part of the reason is that the language services industry is very fragmented; there are a number of small players and no really large player in the UK. There are some large US players who operate here as well, but it is a very fragmented market. Perhaps that was the reason why only SMEs responded.

**Q293 Chair:** So, you broke the terms of your contract from day one—you put unassessed, unmarked interpreters into the field.

**Andy Parker:** No, we do not accept that that is the case.

**Q294 Chair:** Everybody behind you is nodding.

**Andy Parker:** No, we do not think that that is the case.

**Q295 Chair:** Well, actually, the Report found that that was the case.

**Sunna Van Loo:** Some of the interpreters were unassessed and unmarked, and they were asked to work. However, that was agreed with the Ministry, and I think that this is—

**Chair:** You are going to have to speak up. I am really sorry, it is the acoustics in the room.

**Sunna Van Loo:** Sorry. There were unassessed and unmarked people who were attending assignments at the time. That was referred to in the NAO Report, which I think is the point you are picking up on, and it was done in agreement with the Ministry of Justice at that time.

**Q296 Chair:** It was agreed with the Ministry of Justice that you would put in unassessed, unmarked interpreters, although in the terms of your contract you were clearly not allowed to do so?

**Sunna Van Loo:** That is correct, yes.

**Andy Parker:** What it does not reflect, though, is whether the interpreters actually had the relevant qualifications.

**Q297 Chair:** Well, you don't know. Do you know now?

**Andy Parker:** Yes, we do.

**Q298 Chair:** Do you know about every interpreter who works for you?

**Sunna Van Loo:** Yes.

**Andy Parker:** Yes.

**Q299 Chair:** Do they all have the relevant qualifications?

**Andy Parker:** For the relevant tier that they are assessed on, yes.

**Q300 Chair:** How many of them are on the lower tier—what proportion?

**Sunna Van Loo:** Just over 10% are on the lower tier.

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**Q301 Fiona Mactaggart:** Is that true in every language?

**Andy Parker:** No, because in certain languages there is no tiering, because there is no way of assessing.

**Q302 Fiona Mactaggart:** So not all your interpreters are assessed, because you do not have a mechanism to do so in some languages?

**Andy Parker:** There is no available method to assess some of the rare languages. Currently, we have 677 Tier 1 interpreters, just over 300 Tier 2 interpreters and a couple of hundred—

**Chair:** That's not 10%.

**Andy Parker:** Sorry, that was Tier 2, not Tier 3.

**Sunna Van Loo:** About 130.

**Andy Parker:** In Tier 3.

**Q303 Chair:** And what is a Tier 3? Explain that to me.

**Sunna Van Loo:** A Tier 3 is an interpreter who does not necessarily hold a diploma in public service interpreting. It is a level of interpreter who may have community interpreting as their qualification, or they may—

**Q304 Chair:** How do you test and assess them?

**Sunna Van Loo:** They are not being tested and assessed through the methods of the contract, which is one of the issues that you have raised.

**Chair:** Through the what?

**Sunna Van Loo:** Through the contract.

**Q305 Chair:** What does that mean? Just explain to me—I do not know about interpretation, right? It seems to me to be quite an important job to be an interpreter in the court system, so if you are Tier 3, how do I know your level? I know that there is a postgraduate qualification, and there is this, that and the other. At Tier 3, what level of qualification do you have? What is it, and how do you, with responsibility for it, test and assess?

**Sunna Van Loo:** The level of qualification required for a Tier 3 interpreter is community level interpreting. That is one example.

**Q306 Chair:** What does that mean?

**Sunna Van Loo:** It is an interpreting certificate that teaches the individual how to undertake the interpreting of—

**Q307 Chair:** Who gives that? What is community level interpretation as a qualification? What organisation awards that?

**Sunna Van Loo:** I do not know the specific organisations. There are a number of organisations, so I would have to come back to you on that.

**Q308 Chair:** No, what does it mean? Is it a level 3?

**Sunna Van Loo:** Yes.

**Andy Parker:** Yes.

**Q309 Chair:** So sort of equivalent to an A-level in a language?

**Sunna Van Loo:** It is not necessarily equivalent to an A-level in a language.

**Chair:** Well, that's what level 3 is.

**Sunna Van Loo:** Tier 3 interpreters are—

**Q310 Chair:** No, I understand Tier 3. I am trying to work out the level of qualification and competence. Is there an exam board?

**Andy Parker:** Are you talking about any Tier now, or just Tier 3?

**Chair:** Tier 3.

**Sunna Van Loo:** I should mention that Tiers 1 and 2 are the interpreters who are predominantly used for courts and tribunals. Tier 3 interpreters are used, for example, for community assignments. They are not regularly used in courts and tribunals.

**Q311 Fiona Mactaggart:** You say not regularly—how frequently are they used?

**Andy Parker:** Less than 2% of jobs for the courts and tribunal service are attended by Tier 3 interpreters.

**Q312 Fiona Mactaggart:** So one in 50 jobs in a court could be done by a Tier 3 interpreter?

**Andy Parker:** However, that is never done without the agreement of the court or tribunal.

**Q313 Meg Hillier:** Would that be for a whole court case, or would that be for a committal hearing? Is there any threshold above which you do not let a Tier 3 interpreter appear?

**Andy Parker:** We never let a Tier 3 interpreter go to a court or tribunal unless the court or tribunal actually says that they are prepared to accept them.

**Q314 Meg Hillier:** What choice have they got? Is it Hobson's choice of either a Tier 3 interpreter or no one? Or is it that a Tier 3 interpreter is offered because that would be quicker?

**Andy Parker:** In some cases that would be the option.

**Q315 Meg Hillier:** So there is horse trading that goes on?

**Andy Parker:** It is not horse trading. We make it available, and in most cases the court would say no, but most courts are attended by Tier 1 interpreters.

**Q316 Meg Hillier:** When you say the courts, do you mean the clerk, or the lawyers, or the judge? Who assesses whether Tier 3 is good enough?

**Andy Parker:** Whoever books the interpreter.

**Q317 Meg Hillier:** Okay, so if it was the defence barrister, say, booking someone, they would have to be happy about this? It is perhaps difficult to speculate, but would you say that defence barristers—or any other court official, for argument's sake—know what a Tier 3 interpreter was capable of doing?

**Andy Parker:** I'm not sure we can answer that, actually.

**Sunna Van Loo:** Yes. They should be aware, in terms of the specific tiers and the framework that will have been communicated to them via the Ministry of Justice, through the regular communications that they have with their front-line staff.

**Q318 Chair:** What I don't understand is this: in two cases out of 100—one in 50 cases—you put in somebody with a dubious set of qualifications. Nobody working in the court service looks back at the framework agreement—they think on the day, "We need an interpreter," so I doubt they are aware of any framework agreements. I want to know whether you are unequivocally satisfied that, in those cases, the level of interpretation is sufficient for the purpose of ensuring that proper justice takes place.

**Andy Parker:** I don't think we can answer that because we don't know what the court case is.

**Q319 Chair:** You make the decision to put a Tier 3 person in.

**Andy Parker:** We make it available to the court. We make it very clear that it is not the tier they asked for, and we make it very clear what they are then getting. Only the court can make that assessment. I don't think we would know whether it was a 15 minute committal—

**Q320 Chair:** If you can't explain to me today what a Tier 3 is, how on earth can a judge waiting to start a case understand? You can't explain. Tell me. I am trying to get it out of you. Is there a board that covers it? You don't know. If it is not an A-level equivalent, what is it?

**Sunna Van Loo:** With the majority of our Tier 3 interpreters it is around the experience they have, which is then supported by certain qualifications. The majority of what makes up a Tier 3 interpreter is experience that they have had previously.

**Q321 Chair:** What qualifications?

**Sunna Van Loo:** For example, there are bilingual skill certificates in community level interpreting, which are certificates that are obtained by interpreters.

**Q322 Chair:** Who awards that certificate?

**Sunna Van Loo:** That is a question I am going to have to get back to you on to make sure I provide you with the appropriate detail.

**Q323 Chair:** Presumably you check at the moment that they have those certificates, don't you? You check their veracity?

**Sunna Van Loo:** Yes. I don't check the certificates. I have a team of people who check the certificates, so, just to make sure I give you the correct information, I would have to check exactly the details.

**Q324 Nick Smith:** What percentage of your Tier 3 interpreters have that certificate?

**Sunna Van Loo:** We have about 130 Tier 3 interpreters.

**Q325 Nick Smith:** And how many of them have the certificate that you are talking about?

**Sunna Van Loo:** It would be either that certificate or they would have demonstrable experience in public sector interpreting. I can get back to you on the exact detail.

**Q326 Chair:** What does demonstrable experience mean? Explain how you would verify that.

**Sunna Van Loo:** That is something that is quite difficult to verify. What we would normally do is request references from the interpreter, which are valid in terms of the work experience that they have undertaken. So they may have a reference from a public sector or criminal justice individual or organisation that gives them that experience. For example, the tribunal service would be able to provide us with a reference to say that a particular interpreter has undertaken a number of hours of experience.

**Q327 Chair:** How do you verify those references?

**Sunna Van Loo:** We look at the reference, which we will have requested from the individual to make sure—

**Q328 Chair:** That was not the question. How do you verify it?

**Sunna Van Loo:** By reading it and, if necessary, checking with the individual who has provided the reference.

**Q329 Meg Hillier:** I want to pursue that point. I represent one of the most diverse constituencies in the country. There is sometimes a politics to the language that people speak. An interpreter may have gained amazing levels of community interpretation skills working for an organisation that represents a certain political segment of that language-speaking community, but then could be called to court to represent somebody from a different political view. There could be trust issues. Do you assess interpreters' community experience for that level of sensitivity, which could matter a great deal to the individual being interpreted for, but which might not come up through a simple screening?

**Sunna Van Loo:** It does not always come up when the booking is made. However, in certain cases it is specifically pointed out by the person making the booking, if there is such a request. That is normally the way it would get picked up.

**Meg Hillier:** Presumably it would be down to the individual who was being interpreted for to tell the person who is booking the interpreter to tell you to make sure of that. That seems like a long chain for quite a sensitive issue. It is one of the sensitivities about interpreting in my constituency and therefore in the Courts Service.

**Q330 Chair:** Before this went live, you had a report from Mr Brooke Townsley, who expressed "profound reservations" about the validity of the tiering.

**Andy Parker:** No, we didn't.

**Chair:** You did, according to the Report.

**Aileen Murphie:** He was asked to provide a view to ALS but there was never actually a written output from the work that he did.

**Q331 Chair:** Well, you did, then Mr Parker. You own ALS. ALS—if that helps you a little bit—had a report from Mr Brooke Townsley. This is on page 12 of the NAO Report, if you want to have a look.



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**Andy Parker:** I have seen that. I am just saying that we never saw that Report.

**Q332 Chair:** Who is “we”?

**Andy Parker:** I never saw that Report and no one from Capita ever saw it.

**Q333 Chair:** But ALS did?

**Andy Parker:** Well, in fact, the first time we knew that he was unhappy was when, after taking over the company, we chased him on the marking. He did not seem to have an objection to working for ALS and taking its fees in the marking assessment centres until we chased him and said that the marking was behind schedule and he needed to work quicker. At that point he seemed to fall out with us. Up until that point we had not heard anything negative from the individual concerned, who was actually working for ALS before our involvement.

**Q334 Chair:** So you are suggesting that he was peeved?

**Andy Parker:** I don’t know. I have never met him. The first time I heard about his report was in the NAO Report.

**Q335 Chair:** Well, it says that Mr Townsley described, “his profound reservations about the validity of the proposed tiering system and about applying in-work assessments for interpreters”.

**Andy Parker:** All I would tell you is that he did not seem to have an objection to them when he was being paid for marking. So I don’t know. That is the only thing I can comment on.

**Q336 Chair:** How do you do the in-work assessments?

**Sunna Van Loo:** I think that as the NAO Report demonstrated, the assessment centres were one of the issues that became apparent during the investigation. The assessment centre process that had been put in place by ALS as part of the contract was not actually feasible to execute in practice. That became quite clear during the NAO investigation, when looking at the assessment centres, what they were intended to achieve and how that would actually practically be executed.

**Q337 Chair:** I don’t understand a word of that. Can you just say how you do the in-work assessments?

**Sunna Van Loo:** At the moment, as is in the NAO Report, there aren’t any undertaken, until we find a way—

**Q338 Chair:** There aren’t any? You don’t do in-work assessments?

**Sunna Van Loo:** Not at this moment.

**Q339 Chair:** Okay, that would be the clear answer to the question. So, again, another element of the contract obligation—to do in-work assessments to ensure that tiering worked—is not taking place. Am I right?

**Sunna Van Loo:** That is correct. We are working with the Ministry at the moment to introduce a revised

process that serves the requirements that the Ministry have as part of this contract<sup>1</sup>.

**Q340 Chair:** Can I just say to you that that is a bit scary? You have over 100—I forget the figure—people at Tier 3, I do not really understand the difference between Tier 2 and Tier 1. The way you were going to ensure that the quality was appropriate for the proper administration of justice was through in-work assessments, but you are now into the second year of the contract and you are not in a position to do those assessments yet. That is scary.

**Sunna Van Loo:** We have made a proposal to the Ministry for the new in-work assessments<sup>2</sup>.

**Q341 Chair:** Yes, but it is scary. It brings me to the fact that nobody has great confidence in your organisation. Even if you manage to get somebody to court, there are a whole load of judges who have expressed concern to the NAO about quality, which is related to the questioning around tiers. The most recent one involves Amersham court. No doubt you will know about that. I don’t know whether you were fined there for wasted cost hearings. Judge Francis Sheridan said that Capita “should not hold this contract if it is too difficult for them” and that the Government needed to look at whether “the contract was even remotely viable.” So there is questionable confidence among the judiciary that you can provide a proper service.

**Andy Parker:** That was one court and one example so I think—

**Q342 Chair:** Do you want me to go through them all? I have a whole dossier here. Do you want them?

**Q343 Fiona Mactaggart:** There is one person facing trial. In this particular service we are talking about people’s futures, their lives, their liberty and British justice—a thing that we are rather proud of. So it is quite important that we do not say that these things happen. They do happen. I accept that. I accept that under the previous system mistakes were probably made. But the point of the system was not, as I understand it, “a save money system”, it was to try

<sup>1</sup> Note by witness: The Framework agreement stipulates that assessment centres need to take place, these are not in-work assessment but assessments where the language capability of the interpreter is tested. However, the assessment centres alone do not determine the tier of the interpreter. The qualifications determine the tier of the interpreter. The assessment centres are an additional assessment of the interpreters’ language capability over and above the qualifications they have obtained. The assessment centres were proposed by ALS Management as part of the framework, this was a new proposal something which was not previously in place. Around the time of the NAO investigation, it became clear that it was not feasible for these assessments to be carried out in every language because there was no capability to mark the assessments in every language. This was discussed with the Ministry and ALS has now proposed a revised process to the Ministry and discussions on this have started.

<sup>2</sup> Note by witness: The quality for the proper administration of justice is first and foremost through the qualifications obtained by the interpreter, the assessment centres were put in place over and above the qualifications. These are not in-work assessments, these are assessment centres which take place outside of the work environment.

to make sure that some of the previous mistakes that sometimes happened in a very devolved system were overcome. It does not look to me as though they are being overcome.

**Andy Parker:** I think the majority of the incidents in your dossier were in the first three months of the operation.

**Q344 Chair:** No. This case I have deliberately taken up is one that was in the courts in October this year. I deliberately have not gone back to the first three months because I thought that would be unfair. I have looked at cases that came up in August, which is not that long ago; Peterborough, that was July. One reads: "I represented a client today who had been held in custody for shoplifting since Friday morning"—this is again July—"as ALS couldn't provide a Lithuanian interpreter. In desperation, the court phoned a local interpreter that they knew at 1.30 pm who refuses to work for ALS. She arrived by 3pm and the case was concluded by 3.15pm. The current situation is a farce." There are appalling stories about false information to you. No doubt you have looked at the transcript of our last hearing. There was somebody with a fake name, a fake address, a mobile number with only 10 digits, an obviously faked Skype name, no qualifications, no experience and no security vetting who got a job with you.

**Andy Parker:** Just on that one, we don't believe that interpreter was offered any jobs.

**Q345 Chair:** "Received 12 job offers."

**Andy Parker:** If we get the references to those jobs then we are more than happy to investigate.

**Q346 Chair:** I don't think this is particularly secret. I am sure you can get it—

**Andy Parker:** In every case where that has been suggested we have asked for the reference numbers as there are two unique reference numbers for every case. No one has ever been able to provide them.

**Q347 Chair:** Well this says, "12 job offers in e-mails". So I am sure you can get them.

**Andy Parker:** If the 12 job offers were in e-mails they would be able to provide 12 sets of unique references. So whenever we ask for a back-up of that we never get them.

**Q348 Chair:** So what are you suggesting?

**Andy Parker:** All I am saying is that we can't investigate them.

**Q349 Chair:** You are very welcome to the two dossiers that I have received. I would be most interested in your comments on them. To take you back to the general: I think the judiciary have expressed, according to our Report, lack of confidence in your ability. I don't know what happened to you in this case in Amersham. I assume you picked up costs there, did you?

**Sunna Van Loo:** We were not awarded costs in that case, no.

**Chair:** But if one was to get to the position where there are appeals, which is what I guess will happen,

on the basis that the interpretation was not good enough at the first level hearing, do you think it is fair that you should pay the public costs of holding those appeals? If it is an appeal on the basis that the interpretation was not good enough and therefore a miscarriage of justice might have been possible, i.e. it is being re-held at a higher court simply because of the failure of interpretation, would it not then be fair for you to be charged for the whole cost of that case?

**Andy Parker:** That is at the discretion of the judge.

**Q350 Chair:** I am asking your opinion.

**Andy Parker:** It is not under the terms of our contract, but if the judge awards it—

**Q351 Chair:** Wouldn't you think it would be fair?

**Andy Parker:** I think it would depend on the circumstances. The other thing—to make the point—is that the vast majority of all interpreters that work for us are Tier 1 interpreters who have worked in the Courts Service for a number of years.

**Q352 Fiona Mactaggart:** How many? You say the vast majority. How many are Tier 1 and how many are not?

**Andy Parker:** There are 677 interpreters who cover approximately 1,200 languages.

**Sunna Van Loo:** Yes.

**Andy Parker:** They are Tier 1 interpreters, so they are either on the current NRPSI register, the national register of public service interpreters. They hold a diploma in public service interpreting or they have the Met Police qualification. They are the three main criteria for level 1 interpreters and they are the vast majority of interpreters who work for us.

**Q353 Fiona Mactaggart:** How many are at the other two levels?

**Andy Parker:** There are currently 303 Tier 2 and 132 Tier 3. The languages covered are for Tier 1, 1,332 languages; Tier 2, 640 languages; Tier 3, 281 languages.

**Mr Bacon:** Will you repeat those last figures? You said 303.

**Q354 Fiona Mactaggart:** I assume there is an overlap in the languages.

**Andy Parker:** Yes, some interpreters can speak more than one.

**Q355 Fiona Mactaggart:** No, I meant between the tiers. That is what I meant. Are there any languages where you have no Tier 1 interpreters?

**Sunna Van Loo:** There is an overlap in the languages, yes.

**Q356 Fiona Mactaggart:** Are there any languages where you have no Tier 1 interpreters?

**Andy Parker:** On the framework, for certain rare languages, there is no tiering.

**Q357 Chair:** How many languages are covered by Tier 1?

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**Sunna Van Loo:** I would have to check the specific languages and how many would be covered in terms of individual languages and let you know.

**Q358 Fiona Mactaggart:** There is no tiering, I accept that, but someone who is in a rare language can nevertheless have an NRPSI qualification can't they?

**Andy Parker:** They couldn't have a diploma in public service interpreting in the way that the MOJ defines a rare language. The very fact that it is a rare language means there is no diploma available.

**Q359 Fiona Mactaggart:** I thought the NRPSI was partly about how you interpret and things like that.

**Andy Parker:** No, that register covers only 41 languages, whereas we cover approximately 180 languages.

**Q360 Fiona Mactaggart:** I thought the NRPSI covered a lot more than 41; something like 100 or a bit more.

**Sunna Van Loo:** I think there was confusion between the DPSI, the diploma in public service interpreting, which is 41, and the national register, which will be more than that.

**Q361 Fiona Mactaggart:** Yes. It is over 100.

**Andy Parker:** But they don't have the diploma. We base it on the diploma. The languages are the individuals.

**Q362 Mr Bacon:** Will you just repeat the numbers again? The number of interpreters. You said there are 670?

**Andy Parker:** There are 677 Tier 1, 303 Tier 2 and 132 Tier 3.

**Q363 Chair:** Originally the MOJ said they needed 1,200 interpreters to fulfil the terms of the contract.

**Andy Parker:** That was the estimate, although there is an assumption in there about how many languages those interpreters cover. If the assumption was—I don't personally know what the assumption was—that it was 1,200 interpreters doing 1,200 languages, but—

**Q364 Chair:** No, no, it was doing more languages.

**Andy Parker:** There was no assumption there. It was just based on assumption.

**Q365 Chair:** They cannot have got it that wrong.

**Andy Parker:** There was no demand information available.

**Q366 Chair:** Maybe, if we had the MOJ here today, I don't think they would accept that their figure of 1,200 was plucked out of thin air. They certainly did not firstly admit that they gave you permission not to meet the terms of the contract.

**Andy Parker:** It was an estimate. At the time, the one thing that nobody knew was the demand. There was no record of the demand.

**Q367 Chair:** You would know the demand. That's just ridiculous. You know what happens in courts. It

is not suddenly a new business; it has been going on for years.

**Aileen Murphie:** The estimate of 1,200 was based on the data that the Courts and Tribunals Service had, but just for the tribunals service.

**Q368 Chair:** Just for the tribunals.

**Aileen Murphie:** Just for the tribunals service and then it was extrapolated to the courts, because there was no data on what languages would be needed and where, as we say in the Report.

**Q369 Chair:** Yes, but the courts had been running this thing for a little while.

**Aileen Murphie:** There was no data coming through from the courts. It was from the tribunals service, so that could be different.

**Q370 Chair:** What proportion of the business goes through the tribunals service?

**Aileen Murphie:** Approximately £6 million out of £21 million. So it is a smaller bit.

**Q371 Mr Bacon:** Why do you describe Tier 1 as the vast majority? You did say that the vast majority of your interpreters were Tier 1, didn't you?

**Andy Parker:** Well over 50% are Tier 1, yes.

**Q372 Mr Bacon:** Yes, I know; I have just calculated it at 61%, so 39% are not Tier 1. I am just curious as to why you would use a phrase like "vast majority" for 60%.

**Andy Parker:** Sorry—a majority. Well over half.

**Q373 Mr Bacon:** It is slightly over half, isn't it? It is six out of 10. That is just an odd use of language.

**Andy Parker:** My apologies.

**Q374 Meg Hillier:** I want to go back to when you took over the contract with ALS. At that point, when you put £6 million or £7 million into the business, were you confident that ALS had won a contract that it was capable of delivering?

**Andy Parker:** Based on their performance with the police forces in the north-west, we believed that they could deliver the contract. That was the main empirical evidence that we had at the time.

**Q375 Meg Hillier:** So you went on empirical evidence. Did you go into the company and see how it operated? You must have done all that as part of your due diligence.

**Andy Parker:** We did do due diligence; it is standard that we do.

**Q376 Meg Hillier:** There is the paperwork due diligence, but did you actually go in and see how they operated?

**Andy Parker:** Yes.

**Q377 Meg Hillier:** Can you just talk through what you did and what you saw? It is amazing that nothing raised an alarm at that point.

**Andy Parker:** We saw the proposed IT system, in which a huge amount of confidence was being placed.

There was an assumption, which I now think was probably incorrect, that a larger proportion of bookings made by both the courts and tribunals and by the interpreters would be done online. There was the call centre, which would take the overflow bookings by phone. Then there was the rest of the business, which dealt with the rest of the business. At the time of the acquisition, probably three quarters of the business was not engaged in this activity.

**Q378 Meg Hillier:** Capita has contracts across a huge range of public services. You must have thought that you were bringing something to this business when you came in, other than buying up one company. What did you think that you were going to do, as a company, to make it better and capture a market?

**Andy Parker:** A broader range of management skills, greater depth and more experience of running larger enterprise contracts.

**Q379 Meg Hillier:** Did anyone in your team have experience of running interpreting services?

**Andy Parker:** No.

**Q380 Meg Hillier:** So you brought in a new management team—

**Andy Parker:** Not initially.

**Q381 Meg Hillier:** The chief executive was there at the beginning, and all his original team remained?

**Andy Parker:** At the very beginning, yes.

**Q382 Meg Hillier:** How long was it before Capita put in its own management team?

**Andy Parker:** We supplemented the team immediately with Ms Van Loo. Before we went live, we recruited some new external staff, because we did not believe we had enough management, so we bolstered the team.

**Q383 Meg Hillier:** Were any of those external staff recruited from organisations that had experience of running translation services?

**Andy Parker:** No, because it was in the back office, it was experience of running a back office operation—it was to run the operation. In terms of the people who engaged with the interpreters, we did not make any change initially. Of course, we were going with the people who understood and had worked with interpreters over several years.

**Q384 Meg Hillier:** It is interesting that interpreters tell me that when the MOJ consulted interpreters, that meant sitting in the meeting. They were not actually consulted, but someone came and sat in a meeting. Did you, as a company, try and meet interpreters? Did you think you needed to do that? You seem to indicate that you have not, but I just want to be clear. Did you leave that to ALS, or did you try to do it?

**Andy Parker:** We did not attempt to meet interpreters. There was an awful lot of information on the internet, which showed that there was obviously a lot of resistance to this contract. We were aware of that. We were also aware that when they went live with the

police forces in the north-west, there was a lot of resistance to that, but it settled down very quickly.

**Q385 Mr Bacon:** How quickly?

**Andy Parker:** In the north-west, the feedback from the police was roughly four to six weeks.

**Q386 Chair:** What have you done? When I look at this contract, among the judges—not the one—there is quite a lot of criticism of you. The interpreters certainly do not like you. I am not sure why you are in there. What have you done to build confidence with interpreters? You are making money out of it, I suppose. That's all right, but what have you done?

**Andy Parker:** Since we went live, we have significantly increased the number of interpreters that have worked for us.

**Q387 Chair:** How many? You are still below this estimate of 1,200.

**Andy Parker:** We are below the estimate, yes.

**Q388 Chair:** I think it was 280 when it went live. That is the figure that sits in my brain.

**Andy Parker:** Yes, 280 were assessed and marked, but there were others, such as the interpreters that were on the national register, who had not been assessed and marked. They were on top of the 280.

**Q389 Chair:** They were not prepared to work for you—or were they?

**Andy Parker:** We had interpreters that were on the national register from day one, who were working for us. We have over 400 today.

**Q390 Chair:** How many?

**Andy Parker:** We have over 400 who are on the national register working for us today.

**Q391 Chair:** What have you done to encourage the interpreters to have confidence in your organisation so that they will work through you, so you can deliver the contract? What have you done?

**Andy Parker:** We changed a number of the terms and conditions.

**Chair:** That does not encourage people!

**Q392 Meg Hillier:** Can I ask a simple question? What do you currently pay interpreters? Is it by the hour or by the job?

**Andy Parker:** The interpreters get a minimum payment of one hour, depending on the tiering. The rates range from £16 for a Tier 3 to £22 for a Tier 1.

**Q393 Meg Hillier:** What about travel time? For an hour's job where you may have an hour's travel either side, £22 is not a great deal.

**Andy Parker:** For the first hour, there is no travel time paid. However, for any travel above 25 miles<sup>3</sup> there is a mileage rate paid.

<sup>3</sup> Note by witness: Mr Parker said 25 miles. For clarity on a single leg, interpreters get paid travel mileage after the first 10 miles. Interpreters get paid travel time after the first hour of travel on a single leg.

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**Q394 Meg Hillier:** There is a mileage rate if you drive. What if you don't drive and you have to get the train?

**Andy Parker:** If you get the train, and if it was deemed to be more than 25 miles—if you would have received payments if you had driven—we would reimburse the train fare.

**Q395 Meg Hillier:** So it is either the train fare or the—

**Andy Parker:** If<sup>4</sup> it was deemed a long journey that would involve a mileage claim, and an interpreter says they cannot drive—

**Q396 Meg Hillier:** Just to be clear—I know it sounds boring—if you were travelling within zones 1 and 2 in Greater London, there would be no travelcard.

**Andy Parker:** There would be no reimbursement.

**Q397 Meg Hillier:** But if you were travelling to Lincolnshire, you could claim the train fare or the mileage.

**Sunna Van Loo:** The mileage for the first 10 miles.

**Q398 Meg Hillier:** But for the first hour—I am not clear—you said there is no travel for the first hour.

**Andy Parker:** That is correct.

**Q399 Meg Hillier:** So if I were an interpreter travelling today from here to Lincolnshire to interpret, I would not get paid for that hour. Or would I just not take it up?

**Andy Parker:** Not for the first hour, no.

**Q400 Meg Hillier:** So it would not be worth my while taking that job if I were a London-based interpreter.

**Andy Parker:** It depends on whether you were doing a three-week job at a Crown court or going for a 15-minute committal at a magistrates court.

**Q401 Meg Hillier:** So if I speak one of those very rare languages and you desperately need that language—in my constituency, you may well find people with those languages who may be wanting to do this and maybe get a Tier 3 qualification that would help them to get that sort of job—it would not be worth going. Where is the justice for the person in the Courts Service—for the victim?

**Andy Parker:** Part of the onus on the contract is to ensure that interpreters are nationally spread, in which case that does not actually arise.

**Q402 Meg Hillier:** But that will be impossible, in practical terms.

**Andy Parker:** In certain places, that is very difficult.

**Q403 Meg Hillier:** Do you have a bonus payment if you are desperate for an interpreter in Yoruba or something? I cannot think of a Nigerian or a Yoruban who does not speak English. Let us say Twi. Would you pay a premium to that interpreter to go and travel so that you could fulfil the contract?

**Andy Parker:** No.

**Q404 Meg Hillier:** So, if no one wants to take that job, that means you cannot provide that interpreter. Is that right?

**Andy Parker:** If that was the case, then yes.

**Q405 Meg Hillier:** Okay. It is kind of worrying that you could have someone in court somewhere in the country where there is not an interpreter who speaks that language and it is not worth their while financially to do the job at £22 an hour, or less.

**Andy Parker:** But in an awful lot of cases the interpreters do travel. In fact, we pay a huge amount in travel expenses to the interpreters.

**Q406 Meg Hillier:** But if it is just for a committal, it would not be worth their while, would it, because they would not get the travel costs?

**Andy Parker:** It depends if there is any other work in that court.

**Q407 Meg Hillier:** In that rare language. The problem is that you have a contract, with lots of people on your books speaking a range of languages, but you have no control over where those languages may need to be spoken or where those interpreters are based. It takes me back to the beginning when you took on the contract with ALS and you looked at the computer system for bookings. You were very experienced at running big public contracts—and, indeed, IT systems, although let us gloss over your housing benefit issues in the past in the London boroughs—but you should surely have seen that there would be really big challenges, just logistically, whatever brilliant computer system was there to match people up. I am surprised that you took it on—presumably believing that it would deliver, because you kept the chief exec in post and so on.

**Andy Parker:** I think the key thing was that we never anticipated the number of interpreters who would continue to withhold their labour. We did not expect the amount of interpreters who refused to work to continue for the amount of time that they did.

**Q408 Meg Hillier:** Do you think it is to do with pay rates? What was the pay rate? Have you changed the pay rate since you had these problems with the contract?

**Andy Parker:** The structure of the payments has changed significantly from the old method of reimbursing interpreters. That was done under the framework agreement.

**Q409 Meg Hillier:** If it were me, and my income relied on freelance work like this, I would feel nervous about taking an hour's job that might end up being a bit longer because of court delays. I was recently a witness in court and I sat there all morning but did not end up being called—that is a lot of time and money, and it could happen to the interpreter too, because the case might not get called. Do they get paid by the hour that they are there?

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<sup>4</sup> See footnote 3.

**Andy Parker:** If an interpreter is booked for 10 o'clock and the hearing does not start until 12, they get paid from 10 o'clock.

**Q410 Meg Hillier:** But they could not book something else. If they had been heard at 10 and finished at 11, they might have been able to book an afternoon job.

**Andy Parker:** There is always a level of short-term bookings at most of the courts, so they do regularly make more than one job.

**Q411 Meg Hillier:** What if they make one job and the court is delayed into the afternoon, as happened recently in a London court because of some papers not being delivered in time? All the court cases were delayed until the afternoon. So the interpreters would be paid in that case, but if they had booked a job for the afternoon, they would not be able to do the second job.

**Andy Parker:** The process is that they would inform us that they cannot do the second job, and the onus would be on us to find another short-term arrangement. That is no different from the old system.

**Q412 Meg Hillier:** The point is that this is supposed to be different from the old system. We heard from the MOJ last week that the old system was not all perfect and one of the reasons that they wanted to do this, as well as saving money, as the Chair said, was to make it more efficient and effective and to get people in the right place at the right time. I am really quite concerned that from what you have just described—not all down to Capita, some of it is down to the court system and the way that is run—it sounds like chaos, across the whole court system.

On training, how many of your interpreters have had court familiarisation training?

**Sunna Van Loo:** Court familiarisation training is something that we have introduced over the last few months. I would have to check exactly how many people have received it and let you know.

**Q413 Meg Hillier:** And why have you introduced it? Why did you feel the need to introduce it?

**Sunna Van Loo:** One of the reasons to introduce it was to make sure that interpreters were continuously kept up to date with updated processes and procedures, for example. It also gave them the opportunity to ask questions of ALS and to familiarise themselves with our systems, to make sure that they understood the online system and so on. That was one of the reasons. Another was that a number of interpreters currently work justice-wide, whereas maybe previously they did not—previously they might have been working only for a tribunal or for a court, maybe not for both. One of the things that we wanted to do was to provide the interpreters with some additional support to enable them to work in a court or a tribunal, so that they were able to do so.

**Q414 Meg Hillier:** Basically, you are training up people who have not got the experience, partly because you had difficulty recruiting people with the experience. Is that a fair summary?

**Sunna Van Loo:** They have the experience, they may just not have the experience in every situation—in a court, a tribunal or a police station, for example.

**Q415 Meg Hillier:** Do you pay them to go on that training, as they are freelance, or do they just have to do it?

**Sunna Van Loo:** We do not pay them to go on that training.

**Q416 Meg Hillier:** How long does the training take?

**Sunna Van Loo:** It is a day.

**Chair:** If you cannot recruit enough, you are not fulfilling the terms of your contract. You said in answer to Meg that you recognise that you were not able to attract as many interpreters as you would have liked, and as you needed. You cannot fulfil the terms of your contract, so what are you doing about it?

**Andy Parker:** We are continuing to recruit new interpreters. Over the last two months, a further 100 have joined.

**Q417 Chair:** Tier 1?

**Sunna Van Loo:** It will be a variety. I will have to check.

**Q418 Chair:** How many Tier 1?

**Sunna Van Loo:** I can get back to you to let you know the split.

**Andy Parker:** We continually get requests from interpreters who have shown an interest in working for us. We then go through the process, and when they have been appropriately vetted and have shown their qualifications, they are available to accept work, but that is an ongoing process that we have not stopped.

**Q419 Meg Hillier:** I wrote to the Permanent Secretary at the MOJ to ask what penalty there was if it decided to break the contract, and whether there was a cost to the public purse. I did that because, as a Committee, we want value for money for the public purse, and if something is not working, perhaps that is an option. I was told that if there is a material breakdown in delivery of a contract, there would be no penalty to the Government—to the Ministry of Justice—in breaking it. Would you take the Government to court if they broke the contract with you because you have not got 1,200 interpreters?

**Andy Parker:** Given our position in working with the Government, I think that is highly unlikely. If we were in material breach, I am not sure that we would have a right to appeal that.

**Q420 Meg Hillier:** Are you in material breach? You are not providing 1,200 interpreters, and there are other issues.

**Fiona Mactaggart:** In specific cases, you are not able to provide interpreters. Is that true?

**Andy Parker:** It is down to the MOJ to tell me whether I am in material breach. If they tell me I am, there is a remedy. I do not think it is down to me to tell my customer.

**Q421 Meg Hillier:** Can you just answer a simple question? Would you defend rigorously and legally an

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attempt by the MOJ to do that if there was a material breach, and it said so? Capita is a big company, and it would probably not take that lying down.

**Andy Parker:** If we were in material breach, we would take the penalties that were due to us.

**Q422 Mr Bacon:** Are you in material breach?

**Andy Parker:** I do not believe we are today. That is my opinion.

**Q423 Mr Bacon:** Have you been in material breach?

**Andy Parker:** I believe that at the start of the contract we were in material breach, and we were issued with a notice to improve.

**Q424 Mr Bacon:** By the MOJ.

**Andy Parker:** Yes.

**Q425 Mr Bacon:** How many notices like that have you had from the MOJ?

**Andy Parker:** We have had only one formal notice.

**Q426 Mr Bacon:** That sounds as though you have had another, informal notice. Have you?

**Andy Parker:** I have had a number of meetings with the MOJ where they expressed their dissatisfaction, and required us to demonstrate what actions we were taking on a continual basis.

**Q427 Austin Mitchell:** To go back a little, I take it from what you said to Meg Hillier that when you took over the company in December 2011, after checks with the north-western police and so on, you thought it was going to be okay and that the company could fulfil the contract. That is why you bought it, but had you realised what a mess it was in, you would presumably have paid less for it—or would you not have taken it over?

**Andy Parker:** It is a question with hindsight.

**Q428 Austin Mitchell:** Of course it is. That is our job.

**Andy Parker:** I do not regret buying the business.

**Q429 Austin Mitchell:** You do not regret buying the business?

**Andy Parker:** No.

**Q430 Austin Mitchell:** Did you realise what a mess it was in? Did the previous managing director go in January?

**Andy Parker:** No. He went on 5 July.

**Q431 Austin Mitchell:** So he hung around for a long time. By January, you had only 280 interpreters assessed and marked, and that was nowhere near enough to meet the Ministry's requirements.

**Andy Parker:** At the time of go-live, we had over 600 interpreters.

**Q432 Austin Mitchell:** Yes, but only 200, and no chance of clearing the backlog before the contract went live.

**Andy Parker:** But of that difference, some were members of the national register, so they were

interpreters working in the Court Service at that time, right up to the point when we went live.

**Q433 Austin Mitchell:** Yes, but you were still in the position of supplying unassessed and unmarked interpreters to the courts, which is naughty.

**Andy Parker:** Other than that, they were appropriately qualified with the diploma in public sector interpreting.

**Q434 Chair:** You do not know, because you had not checked. In fact, the NAO did a sample check and found cases where you had not checked either CRB or qualifications.

**Aileen Murphie:** Yes, we did.

**Andy Parker:** I think what the check found was that there was no audit trail. We fully accept that there was no audit trail, but the NAO did not actually say that we had never checked them. What we could not demonstrate was that we had checked them. We subsequently removed, I think, 50—

**Q435 Mr Bacon:** Had you checked them?

**Andy Parker:** We believe they had gone through our process.

**Q436 Mr Bacon:** It is not a question of belief, but a question of fact. You said just now—and I am not surprised this aroused some laughter—that the point was not that you had not done it, but that there was no audit trail showing that you had done it. I am asking whether you did it, and you replied, “We believe”. My point is that this is not a matter of belief but a matter of what you did.

**Andy Parker:** I cannot demonstrate that we did. All I can say is that I believe we did in all cases.

**Q437 Mr Bacon:** Why are all the people behind you shaking their heads? I take it that they are not Capita employees, because they are shaking their heads at a great deal of what you say, when they are not laughing at you.

**Fiona Mactaggart:** They are the people who he thought were going to work for them, but turned out not to.

**Andy Parker:** I cannot demonstrate that we checked them, because we do not have the audit trail.

**Q438 Austin Mitchell:** You only had 280 assessed and marked, and the contract was due to go live at the end of January. You knew that. You knew you would be sending unassessed and unmarked people into the courts. Why didn't you suggest delaying the start?

**Andy Parker:** Of the others, a number were appropriately qualified. They just had not gone through an assessment centre. However, they were on the national register of public sector interpreters.

**Q439 Austin Mitchell:** But there is a dispute over that, isn't there?

**Andy Parker:** I am not saying all of them.

**Q440 Austin Mitchell:** Paragraph 2.20 states that “ALS told the Ministry that it had around 2,600 interpreters registered to work with it on justice jobs.

Under the old system, a registered interpreter was someone who had been checked and entered onto the NRPSI register. But in ALS's terminology, a registered interpreter was someone who had expressed an interest in working with the company but was still to submit documentary evidence and be assessed." When was it made clear to the Ministry that you were working on different definitions of "registered"?

**Sunna Van Loo:** That is something that the Ministry was aware of. It understood what the term "registered" meant.

**Q441 Chair:** I do not think they did. Did they? Can you help us on that?

**Aileen Murphie:** The Report states that some people in the Ministry misunderstood that term. That is in paragraph 2.20.

**Q442 Chair:** It is not right to say that they knew, because they did not.

**Sunna Van Loo:** Let me correct myself. I think certain people within the Ministry were aware of that. Obviously, I cannot say that everyone was.

**Q443 Chair:** Who?

**Sunna Van Loo:** The people with whom ALS was working closely on a day-to-day basis and to whom numbers were provided.

**Q444 Chair:** So are you suggesting that they lied to us last week?

**Sunna Van Loo:** No, I am not suggesting that.

**Q445 Chair:** They said last week that they were not aware, didn't they?

**Aileen Murphie:** Yes.

**Q446 Chair:** We had the senior responsible officer in front of us last week.

**Andy Parker:** I do not believe that the MOJ ever believed we had 2,600 interpreters ready to work for us.

**Q447 Mr Bacon:** There is a lot of belief going on, isn't there?

**Andy Parker:** Sorry, that is all I can say. I do not believe that was ever the case. It is very difficult to comment, because this was actually in advance of our acquisition, so I do not know what was said. All I can say retrospectively is my understanding, but that was well in advance of our acquisition. I do not really know what was said to whom, but this is just my understanding today.

**Q448 Austin Mitchell:** When did you make the Ministry aware of the problems with assessing all the interpreters? When that assessment was finally concluded, how many interpreters did you decide were not skilled enough to work on even Tier 3 jobs?

**Sunna Van Loo:** Sorry, I found it difficult to understand the question.

**Austin Mitchell:** When did you make the Ministry aware of your problems with assessing all the interpreters? That is one question. As part of that

assessment, how many interpreters were found not to be capable of working on even Tier 3 jobs?

**Sunna Van Loo:** The Ministry was aware of the issues around assessment centres prior to the go-live period, and around the numbers of people who were assessed and marked. After the go-live period, the primary focus was very much on restoring the service delivery. In terms of understanding the assessment centres and what had been intended by ALS on how they should work, that was something that we started looking into during the time of the NAO investigation.

**Q449 Chair:** I do not understand that. Does that mean that you started doing assessments? Did you start doing assessments then?

**Sunna Van Loo:** At which point?

**Q450 Chair:** When you told the Ministry that you had not done them before. Did you say March?

**Sunna Van Loo:** The assessment centres had been done. A number of assessments had taken place. However, there were only 280 people, as per the National Audit Office Report, who had been assessed and marked, and that information was shared with the Ministry at the time. The assessment centre process continued for a period of time. Around the time of the National Audit Office investigation, it became clear that the actual assessment centre processes, as they were intended, in terms of what it said in the framework book agreement, were not actually practical to carry out.

**Q451 Chair:** What does that mean? The assessment centres were not assessing and marking?

**Sunna Van Loo:** The assessment centres were intended to assess every single interpreter in every single language, and it became apparent to us that that was not feasible. We could assess them in terms of them undertaking an assessment, but the marking was not something that we were able to do.

**Q452 Chair:** Is that to do with Middlesex university doing only 32 languages?

**Sunna Van Loo:** Yes.

**Q453 Chair:** What have you done to deal with that?

**Sunna Van Loo:** At the moment we have made a proposal to the Ministry, in terms of the assessment centre process, and that is something that we are working with it on.

**Q454 Chair:** So you have not done anything? You are still working on a way of dealing with it?

**Sunna Van Loo:** We have a proposal that is finalised.

**Q455 Chair:** Yes, but it is a bit shocking; we have now been into the contract for getting on for a year, and you still do not have a process for assessing and therefore marking people in anything other than 32 languages. That is what you are telling us.

**Sunna Van Loo:** Yes.

**Q456 Fiona Mactaggart:** We were talking about the beginning of the contract. The Ministry decided to do a national roll-out. You knew, even if the Ministry did



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not, what a registered interpreter was, and you knew that you did not have enough, and I wonder why you did not say, “Let’s do it in the north-west”, which was, I think, in the original proposal. We heard from Mr Parker that the reason that you thought that ALS would work was because of its experience with the police in that area. Why didn’t you say that you would try it out in one area first? Why didn’t you resist?

**Andy Parker:** There had been a number of discussions about a regional roll-out. As time went by, the belief was, particularly given the strong resistance by a lot of the interpreter bodies, that a regional roll-out would be unduly affected by a boycott of work, and that a big bang approach was the best way forward.

**Q457 Fiona Mactaggart:** So you thought that the best way to bully the interpreters was to make all interpretation subject to this contract?

**Andy Parker:** That was not something on which we took a decision on our own. That was a decision that we worked on with the Ministry of Justice.

**Q458 Fiona Mactaggart:** You knew that you were not going to be able to deliver what the Ministry of Justice wanted.

**Andy Parker:** The one thing that we did not have any reliable information on was the actual level of demand when we went live. We did not actually know what that would be, because no one could provide that information.

**Q459 Chair:** I don’t accept that. This is back to—okay, it was an extrapolation, but there wasn’t anything new happening in either the court system or the tribunal system that had made it difficult to assess demand. That is just not an acceptable explanation.

**Andy Parker:** There wasn’t a way of recording the amount of usage before.

**Q460 Fiona Mactaggart:** You could have telephoned the people who ran the courts. Sorry to be basic, but that is what I do when I am managing a new system. I find out what happened before by ringing people up.

**Aileen Murphie:** The particular confounding factors, compared with police interpreting and perhaps with the tribunals, which are booked much further in advance, are extradition hearings and magistrates courts’ work. Those two are really quite different, much more demanding, and there is a lot more short notice work.

**Andy Parker:** One of the things that we were certainly taken off guard by was that the level of short-term bookings was far greater than any discussion we had had, so that was a surprise to us.

**Chair:** It would have been part of your due diligence to know what on earth you were letting yourself in for, and not to depend on the MOJ.

**Q461 Mr Bacon:** Do you think you were misled by the MOJ in that respect?

**Andy Parker:** I don’t think we were misled.

**Q462 Mr Bacon:** Did they tell you things accurately? You just basically said that they didn’t.

**Andy Parker:** I am not aware of anything they told us that was inaccurate. I do think, in retrospect, that the stakeholder engagement process failed, and that was both on our part and the Ministry of Justice’s. We did not engage with the courts or the tribunals service and that was a failure, because better engagement would have resolved some of the issues, and that didn’t happen.

**Q463 Mr Bacon:** Can I just ask about the Tier 2 interpreters? Is it a contractual requirement that the Tier 2 interpreters are educated to degree level?

**Andy Parker:** Yes, so—

**Q464 Mr Bacon:** Yes it is?

**Andy Parker:** They either have a degree in linguistics, modern languages, or an MA in teaching of English, other language-related diplomas, or partial DPSI English law option.

**Q465 Mr Bacon:** Is it a contractual requirement that they have evidence of at least 100 hours prior interpreting experience?

**Andy Parker:** Yes.

**Q466 Mr Bacon:** Yes?

**Andy Parker:** Yes.

**Q467 Mr Bacon:** Of the 303 Tier 2 interpreters, how many fulfil the first condition of having a degree?

**Andy Parker:** I don’t know the split between either the partial DPSI or the degree. We could get that information for you—we do have it—but there is an either/or that both fulfil that criteria.

**Q468 Mr Bacon:** Do you have them all documented?

**Andy Parker:** Yes. 100% meet one or the other criteria.

**Q469 Mr Bacon:** Will all the 303 be educated to degree level?

**Andy Parker:** Yes, or have the partial DPSI English law option.

**Q470 Mr Bacon:** Can you remind me what DPSI stands for?

**Andy Parker:** Diploma of public sector interpreting. [Interruption.]

**Q471 Mr Bacon:** The audience appears to know better than you.

**Andy Parker:** Sorry, diploma of public service interpreting.

**Q472 Mr Bacon:** Does your contract say that as an alternative to a degree, they can have the diploma in public service interpreting?

**Andy Parker:** Yes.

**Q473 Mr Bacon:** It does. And all 303 will have either a degree or this diploma in public service interpreting—yes?

**Andy Parker:** Yes.

**Q474 Mr Bacon:** And you do not know the split—why are people shaking their heads behind you?

**Andy Parker:** I have no idea.

**Q475 Mr Bacon:** They think you are not saying something correct.

**Andy Parker:** We can provide you with the information.

**Q476 Mr Bacon:** You believe that of the 303 Tier 2 interpreters, they all have either the degree or the diploma—yes?

**Andy Parker:** For the Tier 2 interpreters—

**Q477 Mr Bacon:** Yes, I am talking about the Tier 2 interpreters.

**Andy Parker:** The answer is yes.

**Q478 Mr Bacon:** Evidence of 100 hours of prior interpreting experience—do they all have that?

**Sunna Van Loo:** I think there are some instances where we haven't yet verified whether they all have 100 hours, but I can get back to you.

**Q479 Mr Bacon:** There are some instances where you haven't verified whether they all have—

**Sunna Van Loo:** In terms of what I explained before, as part of the process to ensure that everyone has all the appropriate documentation, there are some references that we need to review to make sure.

**Q480 Mr Bacon:** How many of the 303 do not have that documentation yet?

**Sunna Van Loo:** I would have to get back to you to let you know.

**Q481 Mr Bacon:** You don't know?

**Sunna Van Loo:** I don't know off the top of my head, no.

**Q482 Mr Bacon:** You don't know what proportion is fully documented and what proportion is not.

**Sunna Van Loo:** I don't know specifically the answer in relation to the hours.

**Q483 Mr Bacon:** Give me a rough feel for it: is it most of them, two thirds of them, 200 out of the 300, or do you have no idea?

**Sunna Van Loo:** I would just be guessing.

**Q484 Mr Bacon:** So it is quite possible that most of them do not have documented evidence of 100 hours prior experience. Is that correct? Is it possible—lots of nods behind you at the moment—that, in fact, of this universe of 303, hardly any have documented evidence with you of 100 hours prior interpreting experience?

**Sunna Van Loo:** I would be guessing.

**Q485 Mr Bacon:** You would be guessing, so the answer is, "Yes, it is possible"? Yes? It is possible, is it?

**Sunna Van Loo:** I would just—

**Chair:** You must know, because you are running this thing.

**Q486 Mr Bacon:** Is it possible? Just yes or no—is it possible that you do not have documented evidence of 100 hours prior interpreting experience for these Tier 2 interpreters?

**Sunna Van Loo:** Yes.

**Q487 Mr Bacon:** Yes, it is possible?

**Sunna Van Loo:** It is possible. I would like to get back to you on that.

**Q488 Mr Bacon:** Could you send us, in relation to the first criterion that I mentioned of having a degree or, as you say, this diploma, how many have the degree and how many have the diploma—the total, hopefully, will add up to 303—and, in relation to the second, how many have evidence documented with you of 100 hours prior interpreting experience? If they do not, you are not meeting the contract, are you?

**Andy Parker:** That is correct.

**Q489 Chair:** You are not meeting the contract now—you have admitted that—even at present, because you are not doing the assessment and marking. How much have you been fined?

**Sunna Van Loo:** I do not know an exact number.

**Q490 Chair:** About? I cannot believe you are running this show and you do not have that figure somewhere in your head.

**Andy Parker:** I think it is about—

**Sunna Van Loo:** It is somewhere between £2,000 and £3,000.

**Q491 Chair:** That is all?

**Sunna Van Loo:** That is my understanding, yes.

**Q492 Chair:** If you had a much harsher financial punishment for providing untrained and unqualified interpreters, would you have bought the business?

**Andy Parker:** I would just be speculating. I can say no; I can say yes—I would just be speculating. I do not believe it would have made a difference to our decision.

**Q493 Chair:** Did you think, when you bought the business, you had a sort of free ride at the beginning to be able to make mistakes, pick up the profits and not deliver the service?

**Andy Parker:** Absolutely not.

**Q494 Chair:** But it is almost cheaper for you, isn't it, not to deliver the service and face the fine, given the level of fines? Even now, you are not delivering 100% or 98%. You are not delivering 98%. We heard from the MOJ that a number of courts and tribunals are using their own routes to find interpreters, so you are not delivering what was in the contract. You are not delivering interpreters who are qualified and assessed. It is cheaper to do that and take the profits than to be fined, isn't it?

**Andy Parker:** I do not believe that that is the case. On the basis that we only get paid by doing the work, if we do not manage to fill an interpreter, we do not get paid anything, so we do not receive—

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**Q495 Chair:** But you also do not get fined for not delivering the contract, so it is cheaper not to deliver the contract. I accept that you only get paid for what you deliver. Rather than making sure, as Meg was saying, that you pay properly to get people into courts or you do some deal with interpreters that you have failed to do for the last year that you have been

running it, it is cheaper not to because there is no fining.

**Andy Parker:** No, because if we wilfully did not deliver, then we run the risk of having a court order against us, so I do not believe that that is the case.

**Chair:** Thank you very much indeed. Thank you for coming.

#### Written evidence from Dr Francis Beresford

I am writing with respect to your forthcoming investigation of the Ministry of Justice's language services contract (the Contract). I am the husband of an experienced court interpreter and have taken a close interest in the Contract since it began.

The history of Public Service Interpreting in the Justice System in England & Wales is probably not an area that is familiar to many of you but it is of considerable relevance in considering the effectiveness of the Ministry of Justice's language services contract.

Following a tragic death related to inaccurate court interpreting the Runciman Royal Commission on Criminal Justice (<http://www.official-documents.gov.uk/document/cm22/2263/2263.pdf>) recommended in 1993 (Ch8, p130, para48–51) that only trained and qualified interpreters be used in court. In response the National Register of Public Service Interpreters (NRPSI) was established in 1994 along with a qualifying exam, the Diploma in Public Service Interpreting (DPSI). In 1998 the Trials Issues Group (<http://www.cps.gov.uk/publications/docs/interpret.pdf>) recommended the exclusive use of National Register Interpreters when selecting interpreters for criminal investigations and court proceedings. This was confirmed by Lord Justice Auld's Report in 2001 (<http://webarchive.nationalarchives.gov.uk/+http://www.criminal-courts-review.org.uk/auldconts.htm>), which also recommended (Ch 11, para 159, p 586): "there should be a review of the levels of payment to interpreters with a view to encouraging more and the best qualified to undertake this work and to establishing a national scale of pay".

These reports effectively created two tiers of interpreters in this country: those with the linguistic and academic ability to study and master the interpreting of complex legal discourse, who could therefore pass the demanding DPSI; and those who could not. The latter tended to do medical or other less demanding interpreting work at a much lower rate of pay. Even under the National Agreement the annual income of DPSI interpreters, other than for a few languages, was lower than most linguists could earn doing commercial translation and much lower than for conference interpreting. Linguists therefore mostly chose this work as they enjoyed doing it and for the sense of service that it gave.

The major appeal of the Contract is that it is estimated it will give a reduction of around 30% on previous interpreter costs. These estimates do not include any savings in administration costs and so they must, along with the agency's fees, come from reduced interpreter pay. The reduction in interpreter pay is therefore in reality considerably greater than the 8% initially modelled in the recent National Audit Office (NAO) Report. Depending on the amount of travel and length of assignment, it is in fact around 30–70% for courts and 30–45% for tribunals. These figures help to explain the otherwise puzzling fact that only 13% of NRPSI interpreters have signed up with ALS/Capita. They also make it clear that, by removing the DPSI as a requirement for most court interpreting and dramatically reducing levels of pay, the Contract has saved money by simply downgrading the standard of legal interpreting. Only around 300 of 1500 interpreters employed by ALS/Capita are on the NRPSI and so the Ministry is now mostly using untrained and low skilled interpreters who are willing to work for a concomitantly lower rate of pay. Unfortunately this has also reversed the recommendations of the three previous reports into interpreting in the Justice System and puts back standards of justice for non-English speakers by 20 years.

The large decrease in the level of remuneration also means that the current FWA will **never** attract the skilled linguists that the previous official reports recognized the Justice sector requires. This is graphically illustrated by the fact that 87% of NRPSI interpreters have not signed up with ALS/Capita. It is also likely that many of the NRPSI interpreters currently working for Capita/ALS will gradually move into better paid work elsewhere.

When Richard Mason, Head of the Better Trials Unit, concluded his investigation into revising interpreter services he was looking for savings of "at least 10%" (email to Interpreters on 30.3.11) which was challenging but not unreasonable. It was only after talking to ALS that the MoJ became seduced by the idea of making much larger savings of around 30% (18m on a 60m spend) and failed to see that ALS could only achieve this by a radical downgrading of the service. When you compare interpreters who have degrees and post-graduate qualifications to other trained self-employed workers who travel to assignments, even home appliance repair men, it is clear that trained interpreters are not overpaid for what they do even at the rates of the previous National Agreement. This is not to say that savings could not be made, particularly in respect of assignments that can be guaranteed to last less than three hours.

It is also apparent from the NAO report that the new “assessment” is quite inadequate as a test of a legal interpreter’s ability and the NAO report notes that the Ministry of Justice is already trying to find an alternative. This somehow forgets that there is already an excellent assessment, the DPSI, designed to find interpreters of the required standard, available in many different languages and, most importantly, of proven pedigree. There is also a less comprehensive test, the Met test which, although originally only designed for police work, at present provides a less demanding route onto the NRPSI which is again available in many languages. Trying to devise an alternative test to these would be time-consuming, expensive and ultimately pointless.

I hope this gives you some extra useful information on the likely effectiveness of the Ministry of Justice’s language services contract.

8 October 2012

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### Supplementary evidence from Dr Francis Beresford

In my previous email evidence to the Public Accounts Committee I did not include the calculations for the correct reduction in interpreter pay that I quoted as I had hoped that the National Audit Office (NAO) would submit revised figures itself. However this may not happen and I therefore attach below an appendix giving the calculations which have also been sent previously to the NAO. It is clear from the appendix in the NAO report that they were given the wrong figures on which to base their calculations as the rates they quote do not include travel time, mileage and parking all of which were paid as standard under the previous National Agreement. These have all been either removed or greatly reduced under the new arrangements with Capita/ALS.

#### APPENDIX

##### COURT RATES UNDER THE NATIONAL AGREEMENT IN 2011

Minimum payment for committing up to 7 hrs of time *excluding* travel time: £85.  
Further attendance beyond 3 hrs £7.50 per 15 minutes.  
Travel time: £15/hr calculated to next 5 or 15 minutes depending on the court.  
Travel expenses 25p/mile (45p if no reasonable transport public transport alternative).  
Parking expenses as receipted—average approx. £4 for 2.5 hr job (Which? Feb 2011 City parking rates).  
Cancellation rate: Less than 24 hrs before = £85, nil prior to this.

##### TRIBUNAL RATES IN 2011

Minimum payment including travel time for 1hr: £48 (this was effectively for a 1–2 hour commitment for Social Security Tribunals and a whole day commitment for Employment Tribunals).  
Attendance rate: £26/hr calculated by 5 minute quotients.  
Travel time: £16/hr (by 5 min quotients).  
Travel expenses: 25p/mile.  
Parking expenses: nil but extra travel time allowed to walk from free/low rate parking.  
Cancellation rate: Less than 24 hrs before = £48, nil prior to this.

##### CPS RATES IN 2011 (PRIOR TO THE CHANGE TO COURT RATES)

Minimum payment for 3hrs including travel time: £85.  
Further time whether for travel or interpreting: £30/hr per 15 mins or part thereof.  
Travel expenses: 25p/mile.  
Parking expenses: as receipted (see Courts for an average).  
Cancellation rates: Less than 24 hrs before = £85. Prior to this nil.

##### ALS RATES

Minimum payment (for Tier 2 which is the default tier) for one hour: £20.  
Minimum payment for Tier 1 (Crown courts on request): £22.  
(ratio of Magistrates:Crown cases is 3:1, ALS will know ratio of Tier 2: Tier1 cases).  
Further attendance: £20 per hour per one minute quotient (ie33 pence/minute for Tier 2 or 37 pence/minute for Tier 1) (see contract).  
15 minutes early arrival payment: £5.50.  
Travel time: nil for < 2hrs. More than 2hrs paid at £10/hr. ie £10 for 3hrs total travel.  
Travel expenses: 40 p/mile\* but only after the first 20 miles.  
Parking expenses: nil.  
Cancellation rates: only if cancelled *after* arrival of interpreter. Fee to interpreter not known.

\* In February ALS was only paying for the distance as the crow flies which would reduce mileage payment on average to around 30p/mile or less and whether this still pertains needs checking. In these calculations it is assumed it is paid by road distance.

## ALS 1 MINUTE EXTRA TIME PAYMENTS VS NA 15 MINUTE EXTRA TIME PAYMENTS

(applicable for jobs over 3 hrs, assumes Tier 1 rates)

<i>Minutes past 1 hour</i>	<i>ALS</i>	<i>NA</i>	<i>Difference (for ALS)</i>
1 min	0.37	7.50	-7.13
2 min	0.73	7.50	-6.77
3	1.09	7.50	-6.41
4	1.46	7.50	-6.04
5	1.83	7.50	-5.67
6	2.20	7.50	-5.30
7	2.57	7.50	-4.93
8	2.93	7.50	-4.57
9	3.30	7.50	-4.20
10	3.67	7.50	-3.83
11	4.03	7.50	-3.47
12	4.40	7.50	-3.10
13	4.77	7.50	-2.73
14	5.13	7.50	-2.37
15	5.50	7.50	-2.00

On average = £4.57 extra (sum of difference/15) under the NA (rounded to £ 4.50 below)

## TYPICAL MAGISTRATES' COURT CASE

Attendance time: 2.5hrs.

Realistic return travel time 1.5 hrs (typical range in North-West 1–2.5hrs).

Travel distance: 30 miles return journey (typical range in North-West 10–80 miles).

Hours worked = 4 hrs.

NA payment = £85 (2.5hr attendance) + £22.50 (travel time) + £7.50 (travel expenses) = £115.00.

ALS payment = £50 (2.5hr attendance) + £0 (travel time) + £4 (travel expenses for 10 miles).

+ £5 (web supplement) + £5.50 (early arrival)—£4 (parking) = £60.50.

ie 47% reduction.

## LONGER MAGISTRATES' COURT CASE

Attendance time: 5 hrs.

Realistic return travel time: 1.5 hrs (range 1–2.5 hrs).

Travel distance: 30 miles return journey (range 10–80 miles).

Hours worked including travel = 6.5 hrs.

NA payment = £85 + £60 (5hrs attendance) + £22.50 (travel time) + £7.50 (travel expenses).

+ £4.50 (av for 15min vs 1min) = £179.50.

ALS payment = £100 (5hrs attendance) + £0 (travel time) + £4 (travel expenses for 10 miles).

+ £5 (web supplement) + £5.50 (early arrival)—£8 parking = £106.50.

ie 41% reduction.

## CROWN COURT CASE WITH MORE TRAVEL

Attendance time: 2.5 hrs.

Travel time: 4hrs.

Travel distance: 140 miles.

Hours worked including travel = 6.5.

NA payment: = £85 (2.5hr attendance) + £60 (travel time) + £35 (travel expenses) = £180.

ALS payment = £55 (2.5hr attendance) + £20 (2hrs travel time) + £48 (travel expenses for 120 miles) +

£5 (web supplement) + £5.50 (early arrival)—£4 parking = £129.50.

ie 28% reduction.

## SHORT COURT CASE

Attendance time 1 hr or less.

Travel time: 1.5hrs.

Travel distance: 30 miles.

NA payment = £85 (1 hr attendance) + £22.50 (travel time) + £7.50 (travel expenses) = £115.

ALS payment = £20 (1 hr attendance) + £0 (travel time) + £4 (travel expenses for 10 miles).

+ £5 (web supplement) + £5.50 (early arrival)—£3 parking = £31.50.

ie 73% reduction.

#### TYPICAL SOCIAL SECURITY TRIBUNAL (THE MAJORITY OF TRIBUNALS)

Attendance time 1 hr or less.

Travel time: 2hrs.

Travel distance: 40 miles.

*Tribunal* payment: £26 (attendance) + £32 (travel) + £10 (travel expenses) = £68.

*ALS* payment: £20 (attendance) + £0 (travel time) + £8 (travel expenses for 20 miles) + £5 (web supplement) + £5.50 (early arrival) = £38.50.

*ie 43% reduction.*

#### TYPICAL EMPLOYMENT TRIBUNAL

Attendance time: 4hrs.

Travel time: 2hrs.

Travel distance: 40 miles.

*Tribunal* payment: £104 (attendance) + £32 (travel) + £10 (petrol) = £146.

*ALS* payment: £80 (attendance) + £0 (travel time) + £8 (travel expenses) + £5 (web supplement) + £5.50 (early arrival) = £98.50.

*ie 33% reduction.*

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#### Further supplementary written evidence from Dr Francis Beresford

Thank you for a masterly grilling on Monday of those involved with the Language Services Contract which helped to expose further the deficits uncovered by the National Audit Office (NAO) report. It is amazing how hard some people find it to admit they have made a mistake!

Though the NAO report generally did an excellent job it did not push Capita/ALS on two key areas where it is failing to meet the requirements of the contract. These are the requirements that:

- (1) All Tier 2 interpreters are educated to degree level.
- (2) All Tier 2 interpreters have evidence of least 100 hrs prior interpreting experience.

These requirements are particularly important as the new assessment, for what is it worth, only has any validity, even according to its originator Brooke Townsley, if these other parameters are fulfilled and it can only be used for 32 languages anyway.

Capita/ALS has undoubtedly been using many interpreters with only basic language skills and no experience of interpreting and will not have documentary evidence of the requirements above for many of its Tier 2 interpreters. If these failings were publicly exposed and Capita/ALS were obliged to stop using those interpreters who did not fulfil these requirements it is likely that the Contract would fold due to lack of interpreters.

17 October 2012

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#### Written evidence from Orsolya Mance

My name is Orsolya Mance and I have been a qualified, NRPSI registered Hungarian interpreter since 2009. I would like to express my sincere gratitude and profound relief that you are looking into the MoJ framework agreement with ALS/Capita.

Having watched the HOC Public Accounts Committee hearing on Monday 15 October 2012, I feel that there is some confusion around the issue of “suitably qualified interpreters”.

As it is essential that the Committee see clearly in this matter when ALS/Capita give their evidence on the 29 October please allow me sum up the facts very briefly:

The commonly accepted benchmark qualification for working as an interpreter in Courts is the Diploma in Public Service Interpreting (DPSI). This or the Metropolitan Police Test is needed to get on the National Register of Public Service Interpreters (NRPSI). When giving his evidence Mr Jones stated that “not all interpreters with a DPSI are on the NRPSI”. This is true, however, there are a couple of facts that suggest that the vast majority of them are:

1. As the previous system required court and police interpreters to be on the NRPSI, interpreters with a DPSI (a qualification that costs around £800) would probably have wanted to be on the NRPSI to get work in Public Service Interpreting.
2. Mr Jones stated that NRPSI membership “used to” cost money—it still does, around £200 per annum. Paying this amount shows commitment to work as a professional interpreter.

Therefore it is safe to assume that the number of DPSI holders (=qualified interpreters) is not much higher than the number of interpreters on the NRPSI.

According to the findings of the National Audit Office report on the FWA (Figure 3 on page 20), there were 305 individual interpreters that appeared on both ALS' list and on the NRPSI (as of May 2012). Due to the above facts the number of interpreters with a DPSI or a Metropolitan Police Test registered with ALS/Capita is not likely to be significantly higher.

It follows from the previous facts that unless vast improvements to the interpreters' pay and working conditions are made ALS/Capita will not be able to recruit the required number of qualified interpreters.

Thank you for considering my submission.

16 October 2012

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### Written evidence from Jan Cambridge

The missing component of the otherwise excellent discussion at the Public Accounts Select Committee meeting at 3.15 on 15 October was *independence*. Interpreters cannot afford to work for a monolithic organisation with a national monopoly. People made doubly vulnerable by reason of engagement with the CJS or illness, coupled with a lack of English, often bring with them good reason not to trust uniformed services. Interpreters' impartiality must be perceived and believed by both our clients. An all encompassing body which knows very little about interpreting, such as ALS/Capita, is never going to be the answer.

In spite of all that MoJ staff said today, there is a complete framework for developing the new profession of public service interpreting—just not with a huge company. It was very clear that the MoJ team were and are “flying blind” as well as flying deaf. The structure of the profession relies for credibility and success on the separation of powers. The structure attempted removes that. The Chartered Institute of Linguists has an international membership and international recognition, as does the Institute of Translation and Interpreting. Both provide professional bona fides, CPD training, qualifications and professional support. The Institute of Linguists Educational Trust is an Ofqual accredited awarding body, and provides specific professional examinations for linguists, including the DPSI. The National Register of Public Service Interpreters (NRPSI), the national regulator called for by Lord Runciman and established in 1994, has been fully independent since April last year. It is worth noting that none of the “failures” of NRPSI mentioned at today's committee hearing was due to its failure to discipline an interpreter. It was disappointing that nobody asked if there had been an official complaint made in any of those cases. NRPSI is not statutory and cannot instigate disciplinary proceedings against an interpreter simply on the basis of press reports or unsubstantiated hearsay. We still pay £198 annual registration fee, to register or renew our registration in a single language pair. The NAO would do well to look at NRPSI regulations, processes and criteria for registration as well as its disciplinary framework as a comparator with what ALS/Capita propose to provide. Comparing the ALS/Capita Code of Conduct to the ethical codes of CIOL, ITI and NRPSI would also be useful. The quality of interpreting is not apparent to monolingual people looking on, that is exactly why interpreters should truly be professionals, not just in court but across the public sector. “Barefoot” interpreters are a risk factor in justice, medicine and every other public service. There is a correlation between the quality of a person's spoken L2 (second language) comprehension and the quality of their own L2 speech. The list Capita uses as criteria for registration with them is exactly the same as the list of criteria for registration that NRPSI uses and is, like the rest of their structure, copied from NRPSI. The “tiers” system is not used by NRPSI.

There is a trade union, NUPIT. These organisations are national, inclusive and overarching; you are no doubt familiar with the specialist associations in the specific field of Court work. There is a significant body of academic research into interpreting process and product. Some of this is interpreter-practitioner research, much is by professional researchers and practitioners of collaborating professions. Education and training provided by universities is developing. The functions being handed over to ALS/Capita were already developed and operating, but without the government support for them to grow. To hand the education and training, assessment and regulation of interpreters to a company that pays peanuts to interpreters while they know that the shareholders are profiting from them destroys any possibility of Profession and will de-claw trades union representation.

There are other areas of the public services which many of the people engaging with our legal system also inhabit: medicine, education, local government and social services for example. Public Service Interpreting should not be seen as a set of separate systems but a general underpinning in which multi-qualified linguists can serve the whole sector. If you were looking for an interpreter to attend at someone's home when a non-English speaker is detained under the terms of the Mental Health Act, which specialist interpreter would you book? This process involves psychiatric assessment, police officers serving a warrant, social services and probably a solicitor. How many interpreters should that occupy? Where would you look for one? They should all be represented on a single national regulator's list, for coherence of service. People do not live their lives in compartments. The core elements of interpreting are the same, just as they are in medicine and the law. Specialisation comes after that. Costs, standards, and safety can all be beneficially influenced by an overall national policy based on not-for-profit enterprise and bona fide FE training centres.

The hub-and-spokes system mentioned by one of your panel was mooted with the MoJ by CIOL and other professional groups in about 2004, based on local not-for-profit organisations that, in their local areas:

- identify local language needs; source, train, test and register successful candidates on the NRPSI;
- know and liaise closely with local community groups, and public service providers;
- run rolling training programmes for public service staff in understanding the professional needs of interpreters and working with them effectively;
- run rolling CPD training for their panel of interpreters;
- offer emotional support for interpreters after difficult work assignments, as their freelance status and commitment to confidentiality means they cannot confide elsewhere;
- provide language use statistics to public service suppliers using their service; and
- act as the call centre for their region, deploying detailed local knowledge of the languages, communities and cultures they serve.

The hub would collect national statistics on use, pay and conditions; keep data on speakers of rare languages so that they can be engaged outside their region quickly; undertake PR and outreach functions. This would provide a single one-stop-shop for all the public services and service users looking for interpreters, nationally and across the sector.

I hope these ideas may take root. This “car crash” has shown that there is much to talk about and integrate into a coherent national service on the basis of freelance professionals. All interpreters need the same core education and training, as do all doctors, lawyers and social workers. Specialist training needs to come into play after that. If public service interpreting were a national service, across the sector, fully supported by the relevant Departments, there are many savings that could be made. £43 million would probably cover the cost—but I expect that’s a joined-up wish too far.

16 October 2012

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#### Written evidence from Brendan Pells

Further to the hearing planned for 15 October, I would like my submission to be considered, if there are any points I have raised which have not yet been considered for investigation.

1. The “official” view of both the Ministry of Justice (MoJ) and the contractor Capita is that the problems with the implementation of the contract under the Framework Agreement (FWA) have been “teething” problems, and these are being progressively resolved such that the performance of the contractor is getting close to meeting the levels required by the contract.
2. The performance of the contractor is being measured primarily by the ability to fulfil pre-booked assignments, with little regard to the quality of service being provided. The gathering of data showing fulfilment rates is, of course, necessary for the contractor to receive payment.
3. The intention of the MoJ is to widen the scope of supply under the FWA by migrating more stakeholders such as individual police forces to booking interpreters using Capita. If the assurances of the MoJ are taken at face value, these stakeholders may believe there is minimal risk in migration. They may believe that after migration, it will be “business as usual” except that the booking and payments system will be greatly simplified, with a significant reduction in costs.
4. Stakeholders intending to migrate to booking interpreters though Capita do not have the true facts regarding the number of interpreters available to Capita to fulfil assignments, nor of the quality of service those interpreters can provide. Based on the continuing high number of complaints from those stakeholders that have already migrated to the FWA, and the observations of interpreter performance in open-court, it is highly probable that stakeholders intending to migrate to the new system will see a marked deterioration in the quality of service. Instead of being able to use the local, qualified, and experienced interpreters with a proven track record, they are likely to find they are supplied with unqualified linguists that have to travel greater distances. Once these risks are considered, a stakeholder may decide that the alleged benefits of migrating to the FWA are not justified when the reduction in service quality is taken into account, given that they may incur consequential costs which they are unable to recover from Capita.
5. The concerns regarding Capita linguist quality is primarily due to the introduction of so-called Tier 3 linguists, who do not have to have any formal qualifications or experience in interpreting within the legal sector. In essence, Tier 3 linguists are certified by Capita itself, with no independent assessment of their capabilities. It is not clear what the function of Tier 3 linguists is intended to be. At a meeting with the National Register of Public Service Interpreters (NRPSI) on 29 December 2011, Graham Anderson of the MoJ insisted unequivocally that Tier 3 linguists would not be used for Court and criminal justice assignments in any circumstances. However, as the NAO report exposes in sec 2.9, “...Some staff in the Ministry...had agreed



with ALS in December 2011 that, on a temporary basis, un-assessed and unmarked interpreters could be used in the justice sector as a last resort.” It is widely believed that Capita has used, and continues to use Tier 3 linguists to fulfil court bookings as a matter of routine, which accounts for the perceived drop in standards.

6. In the NAO report, sec 2.22 Fig.3, the list of Capita linguists at May 2012 showed that 1340 individual interpreters were on it, of whom only 305 were also on the NRPSI register. This means that only 305 Capita linguists could be confirmed to have the necessary qualifications and experience to merit being placed in Tier 1 or Tier 2. Of the remaining 1,035 linguists, there are undoubtedly some who are suitably qualified to be in Tier 1 or Tier 2, but who have not chosen to register with NRPSI. However, without clarification from MoJ, it is impossible to determine how many of these linguists are Tier 3, and should not therefore be working in the Court and criminal justice environment.
7. In June 2012 I made a FOI request to the MoJ asking how many linguists had been placed on the LIT register by the contractor, and to identify the numbers in individual tiers. The MoJ did not respond to my request for almost three months, and eventually refused the request citing “commercial confidentiality”. I have made a new FOI request asking what proportion of interpreter assignments fulfilled under the contract were assigned to linguists in Tier 1 and Tier 2, and I am not hopeful that the response will be any different.
8. Given the lack of transparency over the numbers of qualified Capita linguists, I would urge the committee to use whatever influence it has to prise this information out of the MoJ and into the public domain, so that stakeholders are able to make a more informed decision as to whether or not to migrate to the new booking system.
9. As Capita is already struggling to fulfil its contractual requirements with the limited number of linguists it has at its disposal, it is counter-intuitive to think that it will cope any better when the scope of supply is widened to include more police forces and magistrate court bookings at very short notice.
10. Section 3.18 of the NAO report includes the following statements. “...We have particular concerns about the availability of interpreters..... Attracting further interpreters may be difficult and will require creativity on the part of the Ministry and Capita/ALS, but it is essential if progress is to be made.” I would submit that no great creativity is required, only an understanding of basic economics. The root cause of the problem in recruiting qualified interpreters is that the rewards being offered are insufficient to attract or retain the right calibre of person.
11. Amongst the reasons identified to justify the need for a new FWA was a perceived lack of interpreters, and a perception that interpreters were over-paid. In the context of a free labour market, these views seem somewhat paradoxical. There is no guild of interpreters which restricts entry into the profession in order to maintain a high level of income for a privileged few that are already in it. Any would-be interpreter that had the raw talent and was prepared to study hard could gain the necessary qualifications and experience to join NRPSI. Common sense dictates that the solution to increase the numbers of interpreters would have been to make it a more attractive career by improving terms and conditions. The notion which MoJ shares with Capita that the solution is to cut payments for interpreters is perverse, and has proved to be so.

11 October 2012

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#### **Supplementary written evidence from Brendan Pells**

I am gratified that my submission of 11 October was considered, despite the short notice. I trust that some of the actions placed on the MoJ will be completed in time for the appearance next week of Capita representatives. My further comments on the proceedings are as follows:

1. Martin Jones of MoJ made at least two references as to the importance of DPSI (Diploma in Public Service Interpreting) as an appropriate qualification for a Court Interpreter. When asked by Austin Mitchell how many of the linguists working for Capita were classified as Tier 1 or Tier 2 (of which one of the qualifying requirements is full or partial DPSI), Mr Jones said that he did not know, but would find out. He also estimated that less than 5% of the assignments were being fulfilled by Tier 3 linguists. Could the Committee ensure that Mr Jones does provide this information so that it is available before next Monday?

2. May I bring to the attention of the Committee clause J2 of the contract which reads as follows; “...*The Contractor will provide management reports through the web based portal. The reports will be capable of importing into Excel and will include but not be limited to the following: Breakdown of available interpreter numbers by region, language, tier and vetting status; Number of new interpreters added per tier per region; Face to Face—Monthly breakdown of number of assignments per region, per tier, per language, per Collaborative partner plus total price...*”

3. May I also bring to the attention of the Committee clause J3 of the contract which reads as follows. “... *The Administrator may request data and reports on an ad hoc basis to assist with Parliamentary Questions (PQs). The Contractor shall within one working day of request by the Authority provide the required data or information.*”

4. Anne Beasley made the comment that Capita/ALS were adding a “small” mark-up to the fee paid to the interpreter. I would submit that the chunk of the payment taken by the agency would be more accurately described as “substantial”. Assuming that MoJ is being charged £32/hour for tier 1, and the interpreter is paid at a rate of £22/hour, the “small” mark-up taken by the agency is approx. 45% of what the interpreter receives.

5. Martin Jones made several negative comments about the operation of the old interpreter booking system, and seemed to suggest that directly booking interpreters through NRPSI was no better guarantee of interpreter quality than the new system provides. May I point out to the Committee that whilst courts were supposed to book interpreters from the NRPSI, some courts ignored this and continued to book interpreters from agencies which used unqualified interpreters. I submit that a large proportion of the complaints received under the old system were as a result of using unqualified, non-NRPSI linguists.

6. Mr Jones mentioned the difficulty of contacting NRPSI interpreters by telephone, one reason being that they would already be working on an assignment, and would not be able to take incoming calls. He went on to say that innovative techniques being introduced by Capita would overcome this, allowing linguists to accept consecutive bookings by apps on their smartphones. May I point out a crucial flaw in this concept, which is that Capita linguists are no more able to access their smartphones during court proceedings than anyone else with a mobile phone, and that this issue could have been addressed under the old system by the simple expedient of the court booking clerk sending a text message or leaving a voicemail. I am sure that many interpreters have experienced the frustration of having a missed call which they believe to be a court ringing them up to check their availability, only to find there is no call return number, nor any voicemail message.

7. Mr Jones also described how courts were working with Capita to schedule cases so that best use would be made of the interpreters’ time. I submit that such a system could just have easily been devised under the old interpreter booking system. Indeed, it would have been cheaper to do so under the old direct booking system. Consider an example where four cases at a magistrates court are “stacked-up” with an average of 45 minutes per case. Under the old system, the court pays a flat fee of £85 which buys 3 hours of the interpreter’s time. This would be long enough to deal with all four cases. Under the new system, this would be classed as four separate assignments, and so the MoJ would be charged for a minimum of 1 hour per assignment, at a total cost of £128, assuming a charge of £32/hour.

8. It was clear from the proceedings of the hearing of 15 October that the MoJ has little idea as to the collateral costs they are incurring as a result of the roll-out of the framework agreement. One factor which has not been considered is that court proceedings may now take longer because a large proportion of Capita linguists are not capable of providing simultaneous interpretation. I shall relate the experience of my partner, a fully qualified, experienced NRPSI interpreter that attended a court hearing after being booked directly by a solicitor. As one of the many qualified interpreters refusing to work for Capita, she has had little opportunity of late to work in a court environment, and was taken aback at how things have changed. Before the FWA, judges and counsel would speak at a normal pace, making little or no allowance for the fact that the defendant or witness did not speak or understand English. This was not generally a problem because a qualified interpreter can simultaneously interpret what is being said, whilst maintaining legal accuracy. What my partner experienced on her last visit is that no-one now speaks at a normal cadence, but more slowly, a few words at a time, because they have become accustomed to dealing with the limitations of the linguists that Capita now supplies as a matter of routine.

15 October 2012

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#### Written evidence from HM Courts and Tribunal Service

Following the hearing on 15 October, the Department undertook to provide a note in response to several issues raised by the Committee.

Among those issues were examples of anecdotal evidence for which we requested more detail before we could respond fully to the Committee’s concerns. Those examples, taken from the uncorrected transcript we received on 16 October, can be found at Annex A.

In addition to seeking clarification on certain points, I understand that witnesses from Capita will not now be appearing before the Committee until 29 October. I would be grateful if, in these special circumstances, you would agree to an extension to your deadline for written evidence from the Department of one week, from 24 October to 31 October.

I am copying this letter to the Comptroller and Auditor General, the Treasury Officer of Accounts, the MoJ Parliamentary Clerk and will write again with our full response in due course.

## Annex A

(EXTRACTS TAKEN FROM THE UNCORRECTED TRANSCRIPT OF THE PAC HEARING,  
DATED 15 OCTOBER)

In order to respond fully to the concerns of the Committee, I would be most grateful if the Committee could provide me with greater detail on three pieces of anecdotal evidence referred to in Monday afternoon's PAC hearing:

1. **0142 Chair:** Mr Jones, to take it at its most ridiculous, I understand that the owner of a cat registered him as a feline language specialist as a joke, and was then asked by ALS to bring the pet in for a language test.

2. **0143 Chair:** But that is a registered number. What is really disturbing—we have been given a long dossier—is a case not from December but from 17 July 2012: “After reading about Jajo the rabbit I decided to register with ALS. I had no intention of working for them. I only wanted to see how far I could go and how incompetent ALS is. So I registered with a fake name (the name of a fictional character)—this is the end of July—“a fake address (a well-known official residence of a head of state), a mobile number with only 10 digits and an obviously fake Skype name. No qualifications, no experience, no security vetting. Two days after I registered I got my first job offer, a 45 minute job at a court in central London. Soon after that I received an email inviting me to take the assessment test. I did not reply, but I carried on receiving job offers. In total, up to now, I have received 12 job offers.”

**Martin Jones:** I have looked at a number of allegations of this kind and I have fed those through to ALS to investigate for us. On a number of those, they cannot find that interpreter on their system. Obviously, once I have the details of that one, I will ask the question again and perhaps write back to the Committee.

3. **0219 Chair:** In this dossier of evidence, there are a number of cases and I will pick out one: Stoke-an-Trent tribunal. I have deliberately gone for later months. Again, this is 16 August, which is seven months into the contract. No interpreter attended and the judge went ahead without hearing evidence from the witnesses. Is that a good way of carrying out justice? Are you happy with that?

**Peter Handcock:** We would have to be happy with the judgment that the judge made on the day. There are clearly some processes that could be transacted without.

**0223 Chair:** Well, there are a couple of such cases. Will you write to the Stoke-an-Trent A1 tribunal—the hearing was on 16 August—to find out why he decided to go ahead and let us know his response?

**Peter Handcock:** Of course.

*Peter Handcock CBE*  
Chief Executive

19 October 2012

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#### Further supplementary evidence from Brendan Pells

I am gratified that my submission of 11 October was considered, and that the Committee may also consider my later submission of 15 October. In light of the Justice Select Committee hearing which was held this week, I would like to make a further submission as follows:

1. I have previously requested information on the numbers of Tier 3 linguists on the register of linguists compiled by Capita, having assumed that Tier 1 and Tier 2 linguists would be generally considered as being qualified to interpret in the Justice sector. This was based on my belief that the linguist had to possess the “Partial” DPSI (English Law option), but having re-read the NAO report, Fig. 9, it is now clear this is not the case. A Capita linguist can also be assessed as Tier 2 by having “...*certain English and language-related degrees and diplomas...*”, which are not necessarily recognised as being qualifications in interpreting. I would therefore submit that if the Committee is to ask Capita for the numbers of its Tier 3 linguists, it is essential that they also ask for the number of Tier 2 linguists, and that this should be further broken down into those that possess partial DPSI, and those that do not.
2. May I bring to the attention of the Committee a written answer from Oliver Heald MP (Solicitor General) to Jeremy Corbyn MP dated 22 October 2012 (Hansard source, Citation: HC Deb c632W). “...ALS...*has completed its review and has provided assurances to the CPS that a full audit trail is now held in respect of all 1,100 interpreters on its list...*” In the NAO report Figure 3, a figure of 1,340 was given for the number of linguists on the ALS list at May 2012. This suggests that the pool of linguists available to Capita has reduced significantly in the intervening 5 months. This should be considered in the light of sec 3.18 of the NAO report which reads “...*We have particular concerns about the availability of interpreters..... attracting further interpreters may be difficult.....but it is essential if progress is to be made...*”

24 October 2012

### Written evidence from Capita

#### REQUESTS FOR FURTHER EVIDENCE

##### *Q305–307 in response to Tier 3 interpreter qualifications*

The qualifications an interpreter at Tier 3 level holds as specified in the framework are:

- The Workers' Educational Association programmes.
- Bi-Lingual Skills Certificates.
- Community Interpreting.

In line with the framework agreement, an interpreter can also be awarded a Tier 3 based on experience only.

The Workers' Education Association provides level 3 (equivalent to A-level) language based courses.

Bi-Lingual Skills Certificates are awarded by the Institute of Linguists and are a practical, vocational alternative to a traditional A-level. It is a stepping stone to the Diploma of Public Service Interpreting, also awarded by the Institute of Linguists.

Community Interpreting courses are offered by Colleges and also by the Workers' Educational Association. The Community Interpreting programme is designed to develop competence in interpreting skills; it is not a language based programme. Colleges which offer Community Interpreting courses include the College of Haringey, Enfield and North East London the Mary Ward Centre and South Thames College. Community Interpreting is awarded by Ascentis.

##### *Questions 321–322 in response to the awarding organisation*

Bi-lingual skills certificate is awarded by the Institute of Linguists.

Community Interpreting is awarded by Ascentis.

##### *Question 325 in response to how many Tier 3 interpreters hold the qualifications listed*

60% of interpreters hold a qualification which awards them a Tier 3 under the framework. Please note, a Tier 3 can also be awarded on experience only which is the case for the remaining 40%. Prior work-experience normally verified by means of a reference from a previous employer.

##### *Question 467 in response to how many Tier 2 interpreters hold a degree*

- 45% of Tier 2 interpreters hold a Degree.
- 35% of Tier 2 interpreters hold a Partial DPSI.
- 7% of Tier 2 interpreters hold a Metropolitan Police Test (Tier 1 accreditation when combined with a DPSI in Health or Local Government).
- 7% of Tier 2 interpreters hold the Immigration Asylum Appellate (used by the UK Borders agency as interchangeable with a NRPSI registration, a Metropolitan Police test or a Diploma in Public Sector Interpreting).
- 6% of Tier 2 interpreters hold the Immigration and Nationality Directorate (used by the UK Borders Agency and awarded by the Institute of Linguists Language Services Ltd).

We are in the process of agreeing some changes to the Tiering definition to ensure these encompass all the appropriate qualifications available. This includes obtaining approval for the IAA and IND qualifications which are currently used by the UK Borders agency. Whilst other language related diplomas where English features as part of the course are accepted for Tier 2, the Immigration Asylum Appellate and the Immigration and Nationality Directorate are not Degree level.

##### *Question 484 and 487 in response to how many Tier 2 interpreters have documented evidence of prior experience*

The interpreter recruitment processes were put in place by ALS management prior to the acquisition by Capita. Capita continued to adopt those processes initially because its main focus was on restoring service delivery as quickly as possible. It became apparent during the time of the NAO investigation that the processes did not have an adequate audit trail. As soon as this was identified, Capita initiated a verification exercise which focused on ensuring the appropriate audit trail was in place for qualifications and vetting. During this time Capita also obtained proof of hours for interpreters. To date Capita have received evidence of prior work experience for just over 40% of interpreters. However, at this time, and because of the work undertaken by interpreters for ALS to date, interpreters have now achieved the required verifiable work experience through ALS. Any new interpreters joining ALS will be asked to provide proof of their experience through the new robust process which has been put in place.

*Question 488 in response to how many Tier 2 interpreters hold a diploma or degree and how many have documented evidence of prior experience*

- 45% of Tier 2 interpreters hold a Degree.
- 35% of Tier 2 interpreters hold a Partial DPSI.
- 7% of Tier 2 interpreters hold a Metropolitan Police Test (Tier 1 accreditation when combined with a DPSI in Health or Local Government).
- 7% of Tier 2 interpreters hold the Immigration Asylum Appellate (used by the UK Borders agency as interchangeable with a NRPSI registration, a Metropolitan Police test or a Diploma in Public Sector Interpreting).
- 6% of Tier 2 interpreters hold the Immigration and Nationality Directorate (used by the UK Borders Agency and awarded by the Institute of Linguists Language Services Ltd, a subsidiary of the Institute of Linguists which is no longer operational).

We are in the process of agreeing some changes to the Tiering definition to ensure these encompass all the appropriate qualifications available. This includes obtaining approval for the IAA and IND qualifications which are currently used by the UK Borders agency. Whilst other language related diplomas where English features as part of the course are accepted for Tier 2, the Immigration Asylum Appellate and the Immigration and Nationality Directorate are not Degree level.

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#### SUPPLEMENTARY EVIDENCE

*Question 336–340 in response to the in-work assessments*

The assessment centres were a new initiative proposed by ALS, prior to the acquisition by Capita, for inclusion in the framework agreement. These assessment centres are not in-work assessments but they were assessments intended to assess the language capability of the interpreter over and above the qualifications which had already been obtained by the interpreter. In order to receive a Tier, the interpreter would still require the appropriate qualifications—assessment centres were therefore not a replacement of a qualification, it was an additional assessment. It was the intention of ALS to assess every interpreter in every language through the assessment centre process. Whilst the assessment itself did not cause any difficulties, the marking of the assessments was feasible only in a small number of languages.

The Ministry and Capita have had a number of discussions to prepare a realistic and beneficial assessment/induction programme, this proposal is close to being finalised and once it is, it can be implemented with immediate effect.

*Question 341–343 in response to the confidence by the judiciary*

The national roll-out of the framework contract took place on 30 January 2012 and significant issues were experienced by the Courts, Tribunals and Police Authorities immediately after this date.

The roll-out of the new service was affected by a combination of factors including; a low level of awareness and pre-engagement with stakeholders, a sustained resistance to the new service by interpreters and difficulties in an immediate scaling up of service delivery at ALS.

Immediately when the service delivery issues at ALS were identified, Capita took firm and responsive action to correct these as soon as possible. All responses and initiatives were made without commercial consideration as both the Ministry and Capita recognised both the importance of addressing the difficulties being experienced by users of the service and shared the view that, despite initial setbacks, the new arrangements could be made to work and thereby deliver the intended quality and commercial benefits when compared with previous arrangements.

As soon as problems first surfaced, Capita enabled and encouraged ALS to draw upon Capita's wider resources, skills and track record to enhance and strengthen its service delivery. Capita has invested in excess of £5.4 million in contract infrastructure and resources to restore the service. In particular, Capita has:

- Mobilised and deployed an experienced management team.
- Significantly increased back-office resources (75 FTE).
- Mobilised a team of experts to support the operation on process implementation, project management and management information.
- Absorbed costs in relation to increased interpreter payments, bonuses and incentives.
- Absorbed increased travel costs incurred by interpreters.
- Invested in the IT system.
- Rectified inadequate processes and procedures.

Performance has improved to 95% in August and whilst this is not yet in line with the contractual agreement of 98% it is a considerable improvement in comparison to when the service first went live. Complaints have dropped significantly. Complaints from criminal courts have dropped from 9.9% in February to 1.4% in August, for Civil and Family Courts the complaints have dropped from 5.8% to 0.6%. Tribunal complaints have also dropped from 17.1% to 5.2%.

*Question 358–360 in response to the NRPSI (National Register of Public Service Interpreters)*

The National Register of Public Service Interpreters is not a qualification. It is a register of interpreters and it has its own criteria which interpreters need to meet to be on the register. The National Register of Public Service Interpreters does not award any qualifications and it is not a qualification.

*Question 366–370 in response to availability of demand information*

Whilst Capita cannot comment on information provided to ALS prior to the acquisition, it is our understanding that demand information was provided by the Tribunals only, not by the Courts. Whilst ALS and MoJ attempted to extrapolate the information, the volume and language demand for Courts and Tribunals is very different. As a result, it was difficult to estimate the number of interpreters required by the Ministry and ALS; a record had never been kept by the Courts. In addition, no information was provided by Courts in terms of their demand pattern (less than 24 hours notice or more than 24 hours notice). We now have very detailed management information by language and geographic region.

*Question 384 in response to contact with interpreters*

The ALS CEO at the time had engaged with interpreter organisations including the National Register of Public Service interpreters and the Association of Police and Court Interpreters. We understand from the previous CEO the Association of Police and Court Interpreters was supportive of the Ministry of Justice's Framework Agreement at the time the discussions were held.

*Question 386–391 in response to what we have done to build confidence with interpreters*

Capita took a number of actions at the beginning of the year to build confidence with interpreters these include:

- Providing training opportunities—ALS have set up criminal justice workshops to support the interpreter in their work and to appraise them of new processes and procedures.
- Improving incentives and payment terms for example the introduction of a self-serve payment and introduce a friend incentive.
- Improving the on-line IT systems to make these more user friendly for interpreters.
- Developed and introduced a mobile “app” to allow interpreters to review assignments when they are “on the road”.
- Recognition of the desire for interpreters to be paid more regularly—ALS pay interpreters weekly.
- In response to concerns around payments for assessment centres—these were refunded.
- In response to concerns around availability of staff to discuss problems by strengthening the Linguist Relations Team by 16 people.

*Question 392–399 in response to payment terms*

Interpreters get paid a minimum of 1 hour at the following rates:

- Tier 1 £22.
- Tier 2 £20.
- Tier 3 £16.

Interpreters will receive their hourly rate from the time they are booked to start. For example, if an interpreter is booked for 10am but the hearing is delayed and does not start until 12pm, the interpreter will receive their hourly rate from 10am to 12pm in addition to the hourly rate for the work carried out when the hearing starts.

Interpreters also receive payments for mileage or travel time. A mileage payment is paid after the first 10 miles of each leg of a journey. A travel time payment is made after the first hour of travel time of each leg of a journey.

Interpreters receive a payment if they accept bookings on-line through the self-service system.

Interpreters, where possible, are offered multiple assignments and interpreters regularly carry out multiple assignments on the same day.

*Question 407 in response to interpreters withholding labour*

We did not anticipate at the time the numbers of interpreters who would withhold their labour. However, we also did not anticipate the intimidation, verbal and in some cases physical abuse, interpreters who worked for ALS had to experience. The instances reported to ALS were shocking and ALS advised interpreters to contact the Police in these instances. The Ministry and ALS also worked closely together to ensure ALS interpreters were not intimidated and did not suffer any abuse verbal or otherwise. The Ministry made available to interpreters the option to speak with Court security when instances occurred. Thankfully this level of intimidation has reduced, however, we still receive occasional instances from interpreters who experience intimidation.

It would be inappropriate to provide you with full detail of the individuals involved in this memorandum, therefore I am sharing with you a few anonymous instances. I have full detail of the individuals involved.

*"[ALS interpreter] turned up for an assignment and was faced by [name of NRPSI interpreter] who used threatening language and followed [ALS interpreter] all day from room to room humiliating the interpreter. [The ALS interpreter] informed the Judge and the Judge asked for the [NRPSI interpreter] to be removed."*

*"I'm a Registered NRPSI interpreter and I have registered with ALS. I am concerned as I have just received a text message from one of NRPSI interpreters [name of interpreter] telling me that I sold myself cheaply to work for ALS."*

*"I believe she found my telephone number on the National Register list of interpreters. Yesterday evening someone left a large broken mirror in front of my house at the entrance door covered with red paint and words 'bloody Mary'."*

*"I thought I would let you know as I am now aware of threatening campaign against interpreters working for ALS."*

*"Photograph of an alleged assault on an interpreter."*

*Text message: "U still help als! U shd look up the def of monopoly. '...pay reduced as soon as competition is eliminated...'. U're only helping als destroy us. We hv mortgages 2, sm small kids. Think about it, we sacrifice ourselves, n 4 nothing. Thanks t yr kind. At least for a couple of weeks tk a break, dnt stab yr own in the back, 2 ugly t betray us, pt 30 de arginti... Shame!"*

*Text message: "4 as long as u help als destroy us, i cnt talk t u, makes me sick. May yr kind b cursed."*

Andy Parker  
Joint Chief Operating Officer

6 November 2012

### Supplementary evidence from HM Courts and Tribunals Service

Following the hearing on 15 October, the Ministry of Justice (MoJ) undertook to provide a note in response to issues raised by the Committee.

I have set out our response to each of the issues raised by the Committee in numerical question order as per the transcript of the hearing. I also annex to this letter some matters discussed with the Committee that I think it would be helpful to clarify.

*Questions 142–143—registering with false details*

Where it is alleged that interpreters have registered using false details, we will investigate. You will be aware that we wrote to you on 19 October requesting some further detail about the anecdotal evidence raised by the Committee in these questions. I regret to say that as of yet we have not received such information, and therefore we are unable to investigate this allegation at this point.

Interpreters can register their interest to work for Capita ALS by providing details on an internet portal. They will then be required to prove their identity and qualifications, and will be expected to attend an assessment of

their ability. Any issues with the identity of the individual would be picked up by these checks. It is possible that initial applicants could be ineligible to work on the Framework but we have not been able to substantiate any allegation that, for example, pets have gone further through the system. We are confident that these identity checks would prevent fraudulent applicants from undertaking assignments, however, should you be able to provide any further information we would be happy to investigate.

Questions 192–195—*tiering*

The number of interpreters available in each tier is set out below. This was confirmed by Capita during its evidence on 29 October:

<i>Tier</i>	<i>Number of interpreters</i>	<i>Number of languages covered</i>	<i>Qualifications (tier 1 only—NB some have multiple qualifications)</i>
Tier 1	677	1,332	NRPSI circa 400 DPSI circa 200 Met Test circa 50
Tier 2	303	640	[not requested]
Tier 3	132	281	[not requested]

Tier 3 interpreters constitute 11.7% of the total. It should also be noted that the final decision on the use of a Tier 3 interpreter is for the judge hearing the particular case where it is being considered. Currently tier 3 interpreters are used in approximately 2% of cases.

Question 223—*tribunal hearing in Stoke on Trent*

Decisions relating to the handling of a particular case are for the judicial office holder hearing it. This includes the judgement of whether an interpreter is required at a hearing or if it is in the interests of justice to hold the hearing without an interpreter. I hope you understand that it would not be appropriate for me to go behind those decisions. I would, however, be happy to provide the Committee with details of the case if you are able to provide me with more information.

I hope that this provides satisfactory further detail.

**Annex**

Question 71—*service delivery*

The Committee suggested that the service had been “a shambles over the last eight months”. While we agree that service was not acceptable during the early stages of the contract, we have now seen a very significant improvement in performance. Statistics published by the MoJ earlier in October—but subsequent to our oral evidence to the Committee—show that:

Between 30 January and 31 August 2012, there were 72,043 completed requests for language services covering 163 different languages

The success rate on completed requests for languages services in August 2012 of 95.3% was up from 66.5% in February.

Complaints decreased significantly: Criminal Courts, from 9.9% in February to 1.4% in August; Civil and Family 5.8% to 0.6%; and in tribunals from 17.1% to 5.2%, over the same time period.

Of 3,937 complaints over the period, 174 (or 4.4%) related to quality of the interpreter.

The full statistics may be found at:  
<http://www.justice.gov.uk/statistics/courts-and-sentencing/language-services-in-use>

While we accept that the contract is still not performing at the level required, these figures do show a significant upward trend throughout the life of the contract thus far. We remain confident that trend will continue.

From information gathered from the booking system we are also able to demonstrate that interpreters are now successfully completing multiple jobs per day, further evidence of increasing efficiency in the service:

- For the month of September there were 3,618 jobs where the interpreter did more than one job in a day.
- Of that total, there were 904 jobs where the interpreter has done more than 1 job in a day at the same site.
- Of the total figure, there were 2,714 jobs where an interpreter has done more than 1 job per day at different sites.



Questions 75–76—*comments of Mr Brooke Townsley*

The Ministry were not aware that Mr Townsley had expressed any dissatisfaction with the approach that ALS was taking to assessment—we specifically sought comments on the assessment process from interested parties in 2011 and did not receive any comments from Mr Townsley. The views of Mr Townsley were recorded in minutes of the project board in which it was indicated that he was “pleasantly surprised by the care and rigour with which ALS was approaching qualification and assessment needs” Having checked with ALS/Capita we can confirm that they have no evidence of a written report from Mr Townsley. Similarly the NAO has since confirmed that they have no evidence of a written report from Mr Townsley, their evidence of his ‘profound reservations’ was through comments that Mr Townsley made to the NAO as part of their investigation.

Question 85—*creation of a monopoly*

ALS has not been given any rights of exclusivity or any volume guarantees whatsoever in relation to providing these services. It does not, in my view, therefore constitute a monopoly for justice sector language services or language services in general.

Question 104—*ineffective trial rate increase*

Comparing data from the Crown Court from Quarter 1 in 2011 to the same period this year there were only four more trials that were ineffective due to lack of interpreter availability. There was a greater increase in the magistrates’ courts. The table below sets out the number of ineffective trials due to the lack of an interpreter and the estimated costs of those trials. These figures include the estimated costs of all the justice agencies involved in a case (for example NOMS, HMCTS, legal aid etc). The Committee and National Audit Office previously used figures calculated on a similar basis to estimate the costs of ineffective hearings in the magistrates’ courts.<sup>1</sup> It is not possible to record the costs of other types of adjourned hearing (ie non trial hearings) as this information has never been recorded:

<http://www.publications.parliament.uk/pa/cm200506/cmselect/cmpubacc/982/98202.htm>

	<i>Crown Courts</i>		<i>Magistrates’ Courts</i>	
	<i>Q1 2011</i>	<i>Q1 2012</i>	<i>Q1 2011</i>	<i>Q1 2012</i>
Average cost of an ineffective trial	£1,500		£650	
Number of Ineffective Trials due to lack of interpreter availability	7	11	95	182
Cost of Ineffective Trials	£10,500	£16,500	£61,750	£117,000
Incremental additional cost to the Justice System	-	£6,000	-	£55,250
Total incremental cost		£61,250		

The full statistics can be viewed at:

<http://www.justice.gov.uk/downloads/statistics/courts-and-sentencing/csq-q2-2012/court-stats-tables-q2-2012.xls?type=Finjan-Download&slot=00000220&id=00000E1F&location=0A640211>

Question 209—*intellectual property rights*

The MoJ have the Intellectual Property Rights (IPR) to the Register. The Register is a database of information held outside of the portal which holds details of all interpreters available to work in accordance with the framework ie it includes the evidence of their vetting, qualifications, references and work experience.

Should the MoJ decide to remove the provision of language services from ALS either due to next generation competition, termination or allocation of work to another provider, we would have access to that Register to enable either ourselves or another party to source suitable interpreters with the appropriate skills and qualifications.

The portal is a booking tool which was already in existence at ALS prior to this framework being put in place. It has been adapted for our needs but it was not developed specifically for the MoJ. The IPR for the portal are owned by ALS.

*Peter Handcock CBE*  
Chief Executive

16 November 2012

<sup>1</sup> <http://www.publications.parliament.uk/pa/cm200506/cmselect/cmpubacc/982/98202.htm>