

Self-Defense: Preventing Late Pay For Interpreter Services to Private Clients

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This brief article is intended for interpreters dealing with private (non-government) clients in the USA. However, some of the advice can be applied by translators and to dealing with some public (government) clients. The focus is on preventing pay disputes or late payment by having clear written agreements.

Collect information about a potential client before you accept work from them.

Inquire of trusted colleagues. Have they heard of this client? What was their experience with the client, if any?

“Payment Practices” is an on-line list of agencies and people who do not pay. The fee for joining Payment Practices could help you avoid an undesirable client. For excellent, free advice, see <http://www.paymentpractices.net/>. Click “Downloads” and download File 2, “Ensuring Payment.”

Check out the agency’s web page, if there is one. Does it look professional?

Danger signals. Is the web site sloppy, or full of errors in English? Does your contact fail to return your phone calls and e-mail messages promptly? Is your contact difficult to reach, or disrespectful or arrogant? Does the contact person waffle, make vague promises, or try to beat you down on price or terms? Does the contact person try to bargain with you, or make counteroffers which are unreasonable and not part of our normal industry practice? Do your colleagues report problems in working with or collecting from this client?

“Big” does not equal “good.” “Glossy” also does not equal “good.” Some organizations may seem to be able to offer a lot of work, or are large, or powerful, or politically well-connected, or have name recognition, or some combination of the above. That does not mean the organization will be a good client. Some organizations are prone to throwing their weight around, or pressuring people into low fees. There are some organizations that only a newbie will work for, and then dump as soon as possible.

Have the strength to say “no.” Have the confidence to carefully evaluate a potential client. Even in economically troubled times, a difficult client is not desirable. It can take more time and effort to collect than it took to do the work. It can be very draining to deal with a dishonest or exploitative client. It can undermine your self-respect. The stress of dealing with an undesirable client can take a toll on your time, energy, health, and peace of mind. If there are danger signals, have the strength to turn down the job.

Prepare in advance: Write out a fee schedule or rate sheet and specify everything.

What services will you provide? Write these services out in your rate sheet or quote. Interpretation for a workmen’s compensation interview or Independent Medical Examination

(“IME”)? A phone call to the Limited-English Proficient person to confirm the appointment? A legal interview? A deposition? Conference interpretation?

Specify the method you will use to charge for your services. Per hour, with a minimum charge for a certain number of hours? The half-day/full-day system? Translators: per word, per line, per page, per hour, or a price for the complete job?

Specify all possible charges. Fees for *late cancellation* (cancellation with less than 24 hours notice)? *Appearances* (interpreter goes to job site, but for some reason, the interview does not take place)? *Overtime*? *Mileage*? *Parking*? *Sales tax*? *General excise tax*? *Notarized Certificate of Translator*? A *late fee* for any payments made after the end of the agreed-upon payment period?

Specify the time period within which payment must be made to be considered on time. That time period can be anything you want. Thirty (30) calendar days is probably the most common. It is up to you. That is part of what it means to be a freelance contractor—you set your own terms.

Specify verification method. An client can print any date they like on the check. Then they can claim they paid you on time. However, if you specify in your rate quote that you are basing late fees on the postmark on the envelope, then there is objective proof. You can also specify that payment must arrive by a certain date—but that is harder to prove.

Get agreement in writing. Make sure the client agrees in writing to your terms. Keep the e-mail, fax, or letter from the person who agreed to the rates. Make sure this person is authorized to agree to the rates. If you made the agreement by telephone, tell the client you will send a Letter of Confirmation (also sometimes called a “Letter of Agreement”). Send an e-mail, letter, or fax describing the terms of the agreement, and stating that the client has twenty-four (24) hours to respond to indicate any disagreement.

Incentive for early payment; or disincentive for late payment?

Offering a financial incentive for *early payment* is one way to encourage timely payment. You can specify that there will be a reduction for *early payment*, and that after a certain date, the amount due will increase. Alternatively, you can specify an additional charge for *late payment*.

Has the period specified for timely payment expired with no payment? Wait a reasonable number of days to allow for the mails, then send a reminder. Re-invoice, and call attention to the late fee which is now due. Keep sending reminders at regular intervals. Decide in advance when a long enough period of time has gone by that you think the client is not going to pay. Then you can file complaints with the Better Business Bureau, go to small claims court, hire a collector, and so forth. If you have joined Payment Practices, you can now report this client. In some states, you can report a private attorney to the bar. From reports on the NAJIT forum, this tends to produce payment compliance.

When all else fails, write the client off. Judiciously let your colleagues know about your bad experience.

Key Points. Create a paper trail of the agreement, complete with rates, time periods and due dates. While working out an agreement, watch out for danger signals. Once the client has accepted your quote, make sure you keep your side of the agreement. Then you will be in a legally and morally strong position to insist that the client keeps the other side of the agreement.

Share. Please share this article and information with your colleagues freely. The more each one of us implements good, self-protective business practices, the more difficult it will be to mistreat us individually or as a group. We will all be better off.

Remember: “Resistance is the secret of joy.” —Alice Walker