

**Application for Approval to Engage Freelance Interpreter
(Form X83)**

To: Director of Legal Aid

Our Ref : _____
L.A. Ref. no : _____
Court Action no. (if any) : _____
Name of aided person : _____

To be completed by the assigned solicitor

I, _____, solicitor acting for the aided person in the above case/proceedings, confirm that:

- (a) A _____ (language) freelance interpreter (FIT) is required for this case;
- (b) The FIT to be engaged has a valid letter of engagement issued by the Judiciary;
- (c) The FIT will be paid according to the rate prescribed by the Court and adopted by the Legal Aid Department at the time of engagement;
- (d) I understand that if an appointment with the FIT is not cancelled before the FIT has arrived at the site, a fee equivalent to 2 hours service according to the prescribed rate adopted by the Legal Aid Department ("Cancellation Fee") will be payable even though no service has been rendered. If the FIT is only informed of the cancellation on the day of service and before the FIT has arrived at the site, subject to approval of the Legal Aid Department having regard to the circumstances for the cancellation, the Cancellation Fee may be payable even though no service has been rendered;
- (e) I will advise the aided person (through the FIT, if appropriate) that:-
 - (i) if he / she fails to attend any appointment (such as a meeting / conference / medical examination / hearing) with the FIT engaged in advance which leads to the cancellation of the service of the FIT on the day of service; and
 - (ii) in any other case unless the Cancellation Fee is recoverable from and paid by any other party, the Cancellation Fee will form part of the 1st charge and/or be paid out of the contribution;
- (f) I will provide the written consent of the aided person to engage the FIT in due course;
- (g) If for any reason I or any staff of my firm cannot attend any appointment with the FIT engaged in advance which lead to the cancellation of the service of the FIT on the day of service, I or my firm will be liable to pay the Cancellation Fee even though no service has been rendered;
- (h) I will duly advise and obtain the consent of the assigned counsel / expert / service provider who will attend the appointment with the FIT engaged in advance that if he / she / they for any reason cannot attend the scheduled appointment which lead to the cancellation of the service of the FIT on the day of service, he / she / they will be liable to pay the Cancellation Fee even though no service of interpretation has been rendered;

- (i) I will immediately notify the FIT and cancel the appointment once it is confirmed that his / her service is not required, failing which I or my firm may be liable to pay the FIT the Cancellation Fee; and
- (j) I will observe the requirements set out in the “Guidance Notes to Solicitors Handling Civil Cases” in Chapter 7 of Legal Aid Department’s “Manual for Legal Aid Practitioners” concerning Engagement of Interpreters.

Signature of the Assigned Solicitor : _____
Name of the Assigned Solicitor : _____
Name of Firm : _____
Date : _____

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To be completed by the aided person

(Please complete and return to the Legal Aid Department after the appointment with FIT)

I agree to engage FIT in the above case/proceedings.

I have been advised by my assigned solicitor of the payment terms and that the Director of Legal Aid (the Director) will first pay the FIT my share of his/her charges if any, on my behalf. I understand that if I recover or preserve property in the proceedings (e.g. compensation / damages), have paid or have to pay a contribution, interpretation fee will form part of the 1st charge or be paid out of the contribution. I also understand that if I fail to attend an appointment (e.g. a meeting, conference, medical examination or hearing) with FIT engaged, and in any other case unless the Cancellation Fee is recoverable from and paid by any other party, the Cancellation Fee payable to the FIT will form part of the 1st charge or will be paid out of the contribution.

Interpreted by	:	_____
Signature of Aided Person	:	_____
Name of Aided Person	:	_____
Date	:	_____

申請委聘特約傳譯員

(表格 X83)

致：法律援助署署長

本行檔號：_____
法援署檔號：_____
訴訟編號(如適用)：_____
受助人姓名：_____

由外委律師填寫

本人_____乃受助人於上述案件／訴訟的代表律師，現確認：

- (a) 本個案須要委聘一名_____（語言）的特約傳譯員；
- (b) 擬聘用的特約傳譯員具有司法機構發出的有效聘用書；
- (c) 特約傳譯員將根據委聘當時司法機構規定而法律援助署採用的收費率獲得服務費用；
- (d) 本人明白，如在特約傳譯員抵達預約地點前仍未取消預約，則即使傳譯員並未提供任何服務，仍須支付相當於 2 小時服務的費用（“取消費用”），金額按法律援助署當時規定的收費率計算。如在服務當天且在傳譯員到達現場之前才通知取消預約，則即使傳譯員並未提供任何服務，仍須支付取消費用，但須經法律援助署在考慮取消預約的情況後予以批准；
- (e) 本人將會(如有需要，經特約傳譯員)告知受助人：
 - (i) 如他/她未能出席任何已事先委聘特約傳譯員的預約（例如會面/會議/醫學專家檢查/聆訊），因而導致傳譯員在當天的服務被取消；以及
 - (ii) 在任何其他情況下，除非取消費用可從任何其他方收回並支付，有關取消費用將會成為法律援助署署長第一押記的一部分，又或須從受助人的分擔費中支付；
- (f) 本人將會在適當的時間提供受助人的書面同意委聘特約傳譯員；
- (g) 如由於任何原因，本人或本人所屬律師事務所的任何職員無法出席已事先委聘特約傳譯員的預約，因而導致傳譯員在當天的服務被取消，本人或本人所屬律師事務所將會有責任支付取消費用，即使傳譯員並未提供任何服務；
- (h) 本人將會妥為通知法律援助署委聘的大律師/專家/服務提供者並取得同意，如他/她/他們同意將會出席已事先委聘特約傳譯員的預約，但在預約時間因任何原因未能出席，因而導致傳譯員在當天的服務被取消，則他/她/他們將會有責任支付取消費用，即使傳譯員並未提供任何服務；
- (i) 一旦確定不需要特約傳譯員的服務，本人會立即通知傳譯員並取消預約，否則本人或本人所屬律師事務所將會有責任向傳譯員支付取消費用；以及
- (j) 我將遵守法律援助署《法律援助律師手冊》第七章《律師辦理民事案件指引》中有關聘用傳譯員的事項。

外委律師簽署：_____
外委律師姓名：_____
律師事務所名稱：_____
日期：_____

由受助人填寫

(請在特約傳譯員參與會面後填寫並交回法律援助署)

本人同意就上述案件／訴訟聘用特約傳譯員。

外委律師已向本人解釋特約傳譯員的付款細則。法律援助署署長(署長)會先行代本人支付所須分擔的傳譯費用(如有)。本人明白，如本人已支付或須支付分擔費，或在訴訟中收回或保留財產(如補償金／損害賠償)，傳譯費用將會由分擔費中支付或成為署長第一押記的一部分。本人亦明白，如本人未能出席任何已事先委聘特約傳譯員的預約(例如會面／會議／醫學專家檢查／聆訊)，或在任何其他情況下，除非取消費用可從任何其他方收回並支付，取消費用將會由分擔費中支付或成為署長第一押記的一部分。

特約傳譯員	:	_____
受助人簽署	:	_____
受助人姓名	:	_____
日期	:	_____