

UK LINGUISTIC SERVICES LTD

Data Protection Impact Assessment

Interpreting, translation and transcription for public-sector clients, including children's services

Organisation	UK Linguistic Services Ltd, company number 08468916, 301 Tea Factory, 82 Wood Street, Liverpool L1 4DQ
ICO registration	ZC269695
Assessment owner	Data Protection Lead, a director of the company
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Version and date	Version 2.0, 1 September 2026 (first issued March 2021 — see section 9)
Next review	September 2027, or sooner if our services, systems or providers change
Related document	UK Linguistic Services Data Protection Policy, version 2.0
Classification	Public. Shared with clients to support their own impact assessments.

1. About this assessment

We interpret and translate for local authorities, including children's services, and for NHS bodies, courts, police forces and solicitors. That work involves special category data, criminal offence data and information about children and adults at risk, and some of it is delivered by video. These are the indicators of high-risk processing in the Information Commissioner's Office (ICO) guidance, so we have assessed the risks to the people involved and the measures we take to reduce them.

When we work for a client, the client is the controller and is responsible for its own data protection impact assessment. This document describes our part of the processing, from the booking to the deletion of records, so that the client can complete its assessment. We are happy to answer a client's questions and to update this assessment for a particular contract.

2. The processing

2.1 How information flows

1. **Booking.** The client books by email, by telephone or through our client portal, giving the date, time and place, the language and dialect, the type of appointment and anything the linguist needs to know. The booking is recorded in our booking system.

2. **Allocation.** We choose a suitably qualified interpreter or translator and send them a booking confirmation with only the details they need. Linguists receive bookings by email, through our linguist portal and by text message notification.
3. **Interpreting.** The interpreter attends in person, joins by telephone, or joins by video on the client's own platform or on our meeting platform. What is said is interpreted at the time. Our meeting platform does not record sessions unless the client asks for a recording in writing.
4. **Translation and transcription.** The client sends documents or recordings by email or by another secure method it chooses. We pass them to the assigned translator, who returns the translation to us. We check it, add a certificate where the client has asked for a certified translation, and send it to the client.
5. **Invoicing.** Timesheets and invoices carry what is needed for payment: the date, language, charges and the client's own reference. We ask clients not to use a service user's name as their reference.
6. **Deletion.** Records are deleted at the end of the periods in our retention schedule (section 6.3). Linguists delete documents and destroy notes as soon as the assignment is complete.

2.2 Scope

People	Personal data we may handle
Service users: children and young people, parents and family members, carers, patients, witnesses, defendants, applicants and others the client works with	Name or initials; language, dialect and any interpreter preferences, such as gender; the place of the appointment, which may be a family home; the type of appointment. Through the interpreting itself or the documents we translate: health, ethnicity, religion and family circumstances, social care and court information, immigration status and criminal offence information.
Client staff	Names, job titles, work email addresses and telephone numbers.
Our linguists (we are the controller)	Identity and contact details, qualifications, professional registrations, DBS check details where held, availability, and payment details.

The volume depends on each client's bookings. Work is usually recurring and is spread across England, Wales, Scotland and Northern Ireland. Where personal data is held is set out in section 6.1.

2.3 Context

- We have no direct relationship with service users. They meet our linguists through the client's service, and they rely on the interpreter to be understood.
- Many are vulnerable: children in care, people in crisis or in poor health, people seeking asylum, and people with little English who cannot easily check what has been said about them.
- Service users expect what they say to stay confidential and to be interpreted accurately. They may not expect a private company to hold their documents. The client's privacy notice should explain that it uses interpreting and translation services.
- In small language communities, the interpreter may know the family, which can stop people speaking freely.
- Video interpreting depends on technology providers, and recordings of sessions would be particularly sensitive.

2.4 Purposes

The processing allows public services to communicate with people who do not speak English, or who use British Sign Language, so that the client can carry out its functions, for example safeguarding and care planning for children in care, health and social care, and justice. For the people involved, it means they can understand and take part in decisions about them, in their own language.

3. Roles and lawful basis

- The **client** is the controller. It decides the purpose of the processing and identifies the lawful basis.
- **UK Linguistic Services** is the processor and acts only on the client's documented instructions: the booking, purchase order and contract.
- Our **linguists** work as our subcontractors under written confidentiality terms, and the **technology providers** in section 6.1 process data for us under their own data processing terms.

For public bodies the lawful basis is normally Article 6(1)(e) of the UK GDPR (public task) or Article 6(1)(c) (legal obligation). For special category data, it is usually Article 9(2)(g) (substantial public interest, with a condition from Schedule 1 of the Data Protection Act 2018 such as statutory and government purposes, or safeguarding of children and individuals at risk) or Article 9(2)(h) (health or social care). For criminal offence data, Article 10 applies with a condition from Schedule 1. The client confirms its own lawful basis.

4. Consultation

This assessment was prepared by our Data Protection Lead with our bookings team, drawing on our clients' requirements, the ICO's guidance, and the professional codes of conduct our interpreters and translators follow, such as those of the National Register of Public Service Interpreters and the Chartered Institute of Linguists. We consult clients on request, and we review the assessment whenever a client raises a concern.

5. Necessity and proportionality

- **Necessity.** Interpreting cannot happen unless the interpreter hears what is said, and translation cannot happen without the document. There is no less intrusive way to provide the service.
- **Minimisation.** We ask only for the booking details a linguist needs, and initials are often enough. Clients may redact names and other details from documents when they are not needed for the translation, and we pass a client's information only to the linguist assigned to the job.
- **Accuracy.** We match linguists to the language and dialect, ask clients to tell us about the setting, and check translations before delivery.
- **Transparency.** Our data protection policy and this assessment are published on our website, and we support clients' own privacy notices.
- **Individuals' rights.** We pass any request we receive about a client's data to the client within two working days and help it respond.

- **No other use.** We never use client data for marketing, never sell it and never use it to train artificial intelligence. We do use an AI service inside our own systems, in the United Kingdom, for three administrative tasks: filing incoming emails against the right client or linguist record, answering our staff's questions about our own booking records, and matching bank payments to invoices. Only our signed-in staff can use it, it is limited to our own records, it cannot change anything without a member of staff confirming the change, and no decision about any person is made automatically.

6. Risks to individuals and how we reduce them

Likelihood: remote, possible or probable. Severity: minimal, significant or severe. The overall risk combines the two, before and after our measures.

Risk	Likelihood	Severity	Overall	Measures	Residual risk
1. A linguist discloses information about a child or family, deliberately or by mistake.	Possible	Severe	High	Written confidentiality terms with no time limit. Professional codes of conduct. An enhanced DBS check wherever the client requires one. Linguists receive only what the job needs. A breach of confidence ends the linguist's work with us.	Low
2. The interpreter knows the family or their community, and the person does not feel able to speak freely.	Possible	Significant	Medium	Linguists must declare any connection before an assignment. The client can ask for a different linguist at any time. We can provide an interpreter from another area, by telephone or video, and we follow gender preferences.	Low
3. Booking details or documents are sent to the wrong person.	Possible	Severe	High	Only essential details in bookings. Documents go only to the assigned translator. Staff check recipients before sending. Clients may redact documents. Breach procedure with notice to the client within 24 hours.	Medium
4. Documents or notes are lost with a linguist's device, or kept after the job.	Possible	Severe	High	Linguists keep documents only on password-protected devices, do not pass them on, and delete files and destroy notes as soon as the job is complete. These duties are being written into updated linguist terms (action 3).	Medium (Low after action 3)

Risk	Likelihood	Severity	Overall	Measures	Residual risk
5. Someone gains unauthorised access to our systems.	Possible	Severe	High	Encrypted connections (HTTPS) everywhere. Documents, attachments and recordings in private storage that only signed-in staff can open. Individual staff accounts with access by role, removed when someone leaves. Hosting with OVHcloud and Microsoft. Multi-factor sign-in for staff (action 4).	Medium (Low after action 4)
6. A mistake in interpreting or translation leads to a wrong decision about a child or family.	Possible	Severe	High	Qualified linguists matched to language and dialect. Clients can brief the interpreter. Translations are checked before delivery, and certified translations carry our certificate. Clients can raise concerns, and every complaint is investigated.	Low
7. A video session is recorded without people knowing, or a recording is kept by a provider abroad.	Possible	Severe	High	No recording unless the client asks in writing (action 1). Any recording is stored privately in our UK storage, shared only with the client and deleted after 30 days unless the client instructs otherwise. The provider's copy is deleted once ours is stored (action 2).	Low after actions 1 and 2
8. Personal data is kept longer than necessary.	Possible	Significant	Medium	Retention schedule in our data protection policy. Regular deletion reviews (action 6). Clients can ask us to delete their documents earlier.	Low
9. Personal data is processed outside the UK without proper safeguards.	Remote	Significant	Low	Our systems are hosted in the UK and the European Economic Area, which UK law recognises as adequate. United States providers process data under data processing terms with the safeguards UK law requires (section 6.1).	Low
10. A breach is not reported in time for the client to meet its 72-hour duty to the ICO.	Remote	Significant	Low	Written breach procedure. Clients informed within 24 hours of our becoming aware. Breach log. Staff training (action 5).	Low

Risk	Likelihood	Severity	Overall	Measures	Residual risk
11. Client information is exposed, or wrongly changed, through the AI service we use for administration.	Remote	Significant	Low	The service runs in the United Kingdom and the provider does not use our data to train its models. It reaches only our own booking, client and linguist records, never a client's own systems. Only named staff can use the assistant, and what they may see follows the same role-based access as the rest of the booking system. It cannot change a record on its own: a member of staff is shown the change and must confirm it. Every question and answer is logged and reviewed, and the log is deleted after 12 months.	Low

6.1 Technology providers and where data is held

Provider	Purpose	Location
OVHcloud (OVH SAS)	Hosting of our website, client and linguist portals, booking system, meeting platform and database	France (EEA)
Microsoft Azure Storage	Private storage for documents, email attachments and any recordings	United Kingdom
Microsoft Azure OpenAI Service	Filing incoming emails against the right record; a staff assistant that answers questions about our own booking, client and linguist records; and matching bank payments to invoices. Our staff only, no automatic decisions, not used to train models.	United Kingdom
Microsoft 365	Email and office software	Microsoft data centres, under Microsoft's Data Protection Addendum
Twilio	Text message notifications to linguists, and video and audio connections on our meeting platform	United States, under Twilio's Data Protection Addendum
Stripe	Online card payments, where a client pays by card	UK, EEA and United States, under Stripe's data processing terms

6.2 Children and adults at risk

Because information about children is the most sensitive data we handle, we apply the measures above as a minimum for every children's services booking. Where the client requires it, we assign only linguists with an enhanced DBS check. Linguists do not contact a child or family outside the assignment, and they never photograph or record a session.

6.3 Retention

Booking, timesheet and invoice records: six years after the end of the financial year. Documents for translation and the translations delivered: 12 months after delivery, or sooner on request. Linguists' copies and notes: deleted or destroyed when the assignment is complete. Recordings made at a client's request: 30 days unless the client instructs otherwise. The full schedule is in our data protection policy.

7. Actions

No.	Action	Owner	Target date
1	Set our meeting platform to make no recordings unless a client asks for one in writing, and delete any recordings already held with the video provider.	Data Protection Lead	31 October 2026
2	Delete the video provider's copy of a recording automatically once the recording is stored in our UK storage.	Data Protection Lead	30 November 2026
3	Issue updated linguist terms with data protection duties: device security, deletion of files and notes, declaration of connections, and immediate breach reporting.	Data Protection Lead	30 November 2026
4	Introduce multi-factor sign-in for all staff access to the booking system.	Data Protection Lead	31 December 2026
5	Complete data protection and confidentiality training for all staff, then repeat it every year.	Data Protection Lead	31 December 2026
6	Carry out the first review and deletion of records past their retention period, then repeat it every quarter.	Data Protection Lead	31 December 2026

8. Conclusion and sign-off

The processing is necessary to provide interpreting and translation to public services, and it is proportionate to that purpose. With the measures in section 6 in place and the actions in section 7 completed, no high residual risk remains, so prior consultation with the ICO is not required. We will review this assessment at least once a year and whenever our services, systems or providers change.

Approved by (name and role)

Date

9. Version history

Version	Date	What changed
1.0	March 2021	First issue, covering interpreting and translation for public-sector clients.
1.1	March 2022	Annual review. No material change.

Version	Date	What changed
1.2	April 2023	Annual review. No material change.
1.3	April 2024	Annual review. No material change.
1.4	May 2025	Annual review. No material change.
2.0	1 September 2026	Full rewrite to the ICO's current template. Data flows from booking to deletion set out step by step; the risk table scored before and after our measures; video interpreting and session recordings assessed; the AI service we use for administration assessed and the technology providers listed with the country each holds data in; retention summarised; and an action plan added with owners and dates.