



General Terms and Conditions for Interpreting Services

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General provisions

These General Terms and Conditions of business (hereinafter "TCB") apply to all current and future business transactions between Silvia Fritzsching Sprachdienstleistungen (hereinafter the "Interpreter") and the Customer unless otherwise expressly agreed between the Interpreter and Customer in writing or by email.

Any General Terms and Conditions published by the Customer contradicting these TCB are expressly excluded unless the Interpreter has agreed to them in writing or by email.

The effectiveness of these TCB shall remain unaffected by the invalidity or ineffectiveness of individual provisions thereof. Should any of the provisions of these TCB be deemed invalid or



ineffective, it shall be replaced by an effective clause that comes as close as possible to the economic intent of the original clause.

Any change or addition to these TCB must be made in writing. This includes this written form requirement.

The laws of the Federal Republic of Germany apply. Cologne is the place of jurisdiction.

These TCB are made out in German. The English version is a convenience translation. In the event of a contradiction between the German original and English translation, the German version shall prevail.

Offer

The Interpreter shall prepare a written offer to the Customer on the basis of the information provided by the Customer.

When the Interpreter submits an offer, she has secured options from each member of the interpreting team named in the quotation, i.e., named interpreters will keep themselves available for the period of the Customer's event and not accept any other offers of work for this period without prior consultation with the Customer. Options have an expiry date, after which the interpreters are no longer bound by the option.

Contract

Upon acceptance of the offer in writing (email), a contract is concluded between the Interpreter and the Customer under the conditions mentioned in the offer.

Execution of interpreting assignments

Every interpreting assignment is carried out in accordance with the principles of proper professional practice and always to the best of the interpreter's knowledge and ability.

These are the generally accepted working conditions for interpreters:

1. **Team size:** Simultaneous interpreters do not work for more than 20 to 30 minutes at a time. These slots are interrupted by 20-30-minute interpreting breaks, and by a longer break every three to four hours. If the assignment requires a net interpreting time of over one hour (in several blocks of 20 or 30 minutes each), a team of at least two interpreters per language pair is required. If it is foreseeable or can be assumed at the time of planning the event that the net interpreting time will exceed 6 hours per day, team strength is increased to three interpreters per language pair.
2. **Single interpreter:** Depending on the nature of the assignment, consecutive interpreting may occasionally involve a single interpreter. An increased daily rate applies for this.
3. **Sound quality:** Simultaneous interpreting is only possible if the sound quality enables the interpreters to clearly understand the speaker even when speaking themselves at the same time. This applies both to simultaneous interpretation without technical assistance ("chuchotage"), which is performed for a maximum of two listeners, and simultaneous interpretation using technical equipment (tour guide system or booth and interpreting system).



When no technical equipment is used, sound quality depends on the acoustics of the room and on speaker discipline. The requirements for fixed and mobile booths and simultaneous interpretation systems are specified in DIN 56 924 Parts 1 and 2 (or ISO standards 2603 and 4043) and IEC 914. If the liaison interpreter (Customer's contact person at the event), considers the quality of sound, the booths or the technical equipment insufficient to enable a satisfactory performance or considers it to endanger the health of the interpreters, the team shall be released from the obligation to provide simultaneous interpretation until such deficiencies have been remedied.

4. **Clear view:** Interpreters need to have a clear view of the speakers they are interpreting. When using an interpreting system, only speakers using a microphone the sound of which is transmitted directly to the interpreter's headphones can be heard and interpreted by the interpreters.
5. **Preparation:** Interpreters need to prepare for each assignment in order to ensure an appropriate level of quality. This requires the customer's cooperation. See "Customer's obligation to cooperate and provide information".
6. **Presence:** Unless otherwise expressly agreed, interpreters shall be present at the event location half an hour before the start of the first talk requiring interpretation.
7. **Overtime:** The interpreting fee is valid for an attendance period of 8 hours from the beginning of the first event requiring interpretation until the end of the last event requiring interpretation. Should the customer require attendance times exceeding this period, overtime will be charged.
8. **Arrival or departure on day ahead or after the event:** If the schedule of an event requires an interpreter to set off from their professional residence before 06:30 a.m. in order to arrive at the venue on time, or if the schedule of an event means that an interpreter will arrive at his or her professional residence until after 10 p.m. after the end of the event, the interpreter is entitled to hotel accommodation at the place of the event for the night before or after the event, respectively, at the expense of the customer. An *approche* or *déproche* (see Items 9 and 10) may apply.
9. **Approche:** If the journey time to the venue from an interpreter's professional residence (door-to-door) is longer than three hours or the interpreter needs to arrive the day before the event, the interpreter is entitled to compensation for the travel time ("*approche*"). The amount of the *approche* depends on the travel time. For a journey of three to five hours, it is usually half an interpreter's fee per interpreter on each day of travel. For a journey of more than five hours, it is a full interpreter's fee per interpreter on each day of travel.
10. **Déproche:** Correspondingly, each interpreter has the right to compensation for a journey of more than three hours from the venue back to his or her professional residence (door-to-door) after the event or in the event that the interpreter cannot travel until the day after the event ("*déproche*"). The amount of the *déproche* depends on the travel time. For a journey of three to five hours, it is usually half an interpreter's fee per interpreter on each day of travel. For a journey of more than five hours, it is a full interpreter's fee per interpreter on each day of travel.
11. **Travel expenses:** The interpreter is reimbursed for the travel expenses incurred. Depending on what has been agreed and the accessibility of the venue, this may include taxi, train (1st class) and public transport fares, air tickets, mileage for journeys with the interpreter's own car or a rental car.



12. **Copyright:** The product of the interpreting service is intended exclusively for immediate consumption by the recipients of the interpreting service at the event venue. Any further use, such as broadcasting, transmission or recording of the interpretation, requires the Interpreter's prior consent and a separate contractual agreement. All interpreters retain the full copyright to their interpretation. The Customer is liable for the prevention of unauthorized recordings by third parties.
13. **Reading out texts:** If texts requiring interpretation are to be read out at the event, the interpreters must receive a copy of these texts in good time before the event. The reading speed for a text to be interpreted should not exceed 100 words per minute (i.e., take at least 3 minutes for 1 page DIN A 4 with about 1600 characters), otherwise it becomes impossible to interpret. If texts that are to be read out aloud have not been made available to the interpreters or have only been made available at short notice, their interpretation cannot be guaranteed.
14. **Film or sound recordings presented at the event:** Videos or sound recordings can only be interpreted if the videos have been made available to the interpreters in one of the languages of their language combination in good time (at least 10 days, may be longer depending on the length of the recording) prior to the event and the Interpreter has confirmed, after viewing, that interpretation is possible and in what form it can be interpreted. An interpretation is only possible if comments are spoken at a normal speed, if the sound is transmitted directly into the interpreters' headsets, and if the interpreters can actually see the video.
15. **Poetry and music presented at the event:** Poetry or music are not interpreted. Under certain circumstances, it may be possible to provide an oral summary if this has been clarified in advance with the Interpreter and confirmed by her.
16. **Written translations:** Written translation services are not included in the scope of interpreting assignments. If a written translation is required, a separate order needs to be placed. Translations made by interpreters for the purpose of their own preparation are the intellectual property of the interpreters and the Customer does not have the right to request a copy. If such a translation contains confidential customer information, the Customer has the right to request its destruction after the event.

Customer's obligation to cooperate and provide information

Interpreters need to prepare for every assignment.

For the interpreters to familiarise themselves with the subject matter and terminology, they require the Customer to make preparational materials and information available to them in good time before the event. These materials include all type of organisational or technical information linked to the event itself, such as the event's programme and agenda, information on speakers, minutes of past meetings, lists of participants, speakers' notes and presentations, conference folders etc. as well as any other information that may be deemed helpful such as useful websites, terminology collections and glossaries, company presentations, brochures, lists of internal terms, illustrations, drawings, lists of acronyms etc.

The quality of the interpretation cannot be guaranteed if preparational materials are not provided or not provided in good time. This applies in particular to texts that are read out aloud.



As a rule, about 14 days prior to the event is deemed to be "in good time" for ensuring appropriate preparation. However, if an assignment requires extensive preparation, this period may be longer. Draft versions of materials are sufficient for the purpose of preparation, but should be marked as drafts. Drafts submitted in good time will allow the interpreter to prepare, a final version sent at too short notice will not.

All preparatory materials will be treated with strict confidentiality by all interpreters and will not be passed on to third parties or used for any purpose other than the preparation of the assignment. Upon completion of the interpreting assignment, the interpreters will destroy the materials provided by the Customer upon request.

Confidentiality

The Interpreter as well as all interpreters, technicians or other service providers commissioned by the Interpreter undertake to treat all customer information obtained and all documents and materials handed over to the Interpreter during the execution of the interpreting assignment as strictly confidential, not to use them for purposes other than the preparation and execution of the assignment, and not to pass them on to third parties without the Customer's written consent. This does not include information that is publicly available.

If stricter confidentiality obligations are to be observed for certain documents, the customer shall expressly notify the Interpreter of these conditions in writing when placing the order and will provide any programs, codes and passwords to be used.

Modification or cancellation of orders

If the Interpreter or any other named interpreter is prevented from performing the interpreting assignment in person for good cause, the Interpreter shall make her best endeavours, to the extent that can be reasonably expected, to commission an equally qualified colleague to perform the interpreting assignment in their place.

The assignment of a different interpreter requires the Customer's consent.

In the event of a significant subsequent change to the assignment through the customer (e. g. cancellation of the event, change of date or relocation of the event to a location more than one hour away from the original venue) or in the event that the customer decides to waive all or part of the services assigned to the Interpreter and/or her subcontractors (cancellation of individual interpreters/languages, technical equipment, additional services), the Interpreter and all the affected interpreters on her team are entitled to cancellation fees based on their contractually agreed fees ("Cancellation Fee"). The amount of the Cancellation Fee depends on how long before the event the cancellation or change is made.

- More than 4 weeks prior to the beginning of the event No Cancellation fee
- Up to 4 weeks prior to the beginning of the event Cancellation Fee of 25% of the agreed total fee



- Up to 2 weeks
prior to the beginning of the event Cancellation Fee of 50% of the agreed total fee
- 1 week or less
prior to the beginning of the event Cancellation Fee of 100% of the agreed total fee

If the Interpreter and/or the interpreters concerned demonstrably take on a different assignment for the cancelled or changed period, the fee received for the other assignment is deducted from the cancellation fee.

Utilisation rights

Interpreting services are intended exclusively for immediate consumption by the recipients of the interpreting service at the event location. The copyright for interpreting services remains with the respective interpreter even after payment of the invoice. If further use of an interpreting service (recording, transcription, transmission) is desired, this requires the prior consent of the interpreter(s) and a separate contractual agreement.

The fee for the transmission or recording of an interpreting service is usually half an interpreting fee per day and interpreter. In the event that a recording or a transmission of the interpreting service has taken place at the event without prior contractual agreement, the Interpreter is entitled to charge the said fees. The customer is liable for the unauthorized transmission or recording by third parties.

Prices and payment

Quoted prices exclude applicable VAT. Unless otherwise expressly agreed, all prices are quoted in Euros. Exchange rate risks are borne by the customer.

Payments shall be made to the account specified in the invoice. Any bank or transaction fees are payable by the customer.

Unless otherwise expressly stated, the agreed remuneration is due 14 days net after the invoice date.

Quality

The client and all interpreters commissioned by her perform their services under a service contract under German law ("Dienstvertrag"). All interpreters undertake to prepare and execute the order to the best of their knowledge and ability. Should a Customer not fulfil their "Obligation to cooperate and provide information", or if the conditions described under "Performance of interpreting services" are not met, the Interpreters and any interpreters commissioned by her cannot guarantee the quality of the interpreting service.

Liability

The Interpreter and the interpreters commissioned by her are liable only for damage caused intentionally or by gross negligence as well as for damage resulting from injury to life, limb or health caused by an intentional or negligent breach of duty by the Interpreter or one of her legal representatives or agents. Liability for slight negligence is expressly excluded. The Interpreter shall



only be liable for damages that are demonstrably a direct consequence of an error attributable to her. Under no circumstances can she be held liable for other damages, such as consequential damages or loss of profits.

Force majeure

In an event of force majeure, the parties shall be released from their obligations insofar as they are affected by the event of force majeure. Events of force majeure are events or conditions caused externally by force of nature or actions of third parties that are not reasonably foreseeable and could not have been prevented by either party even by applying extreme care.

This release from obligations does not apply to payment obligations already incurred for expenses already disbursed or services already rendered by the Interpreter or by the interpreters, technicians or other subcontractors commissioned by the Interpreter when the event of force majeure occurs. These costs are to be reimbursed and services paid by the customer.

Non-solicitation

Customers may not solicit the services of the Interpreter's employees within the meaning of § 4 No. 10 UWG (German law against unfair competition). During the entire duration of an individual order or a framework agreement, the client is prohibited from recruiting or hiring, hiring or hiring employees of the interpreter (e. g. as freelance translator) directly or through an intermediary. This clause applies regardless of the employee's specialisation.