

General Terms and Conditions (GTCs) Interpreting (Twostep Translations)

Scope

These General Terms and Conditions shall apply to all contracts between the supplier and the client unless stipulated otherwise between the parties or by law. These Terms and Conditions are accepted by the client upon confirmation of an order and shall remain valid for the entire business relationship.

Placing of orders

Interpreting orders shall be placed in writing. An interpreting order shall only be valid if the client has agreed, in writing, to these terms and conditions and if the supplier has confirmed this (usually via email).

Client's obligation to cooperate and provide relevant information

The client shall provide the supplier with relevant information and preparatory materials in the form of background documentation, in good time; preferably two weeks in advance of an assignment in order to ensure provision of a quality service.

If it is not possible to provide preparatory materials, and the Interpreter requests such, the client shall arrange for a briefing meeting.

Attendance by the supplier at such a meeting shall be paid as working time.

Execution of order and delivery

The interpretation will be carried out according to the principles of proper professional practice and with the utmost possible care. An interpretation can be expected to meet the same quality standards as the source text.

Complaints

In the event that the client is not satisfied with the quality of the interpretation, the client shall lodge a formal complaint with the supplier within 2 weeks from the final day of an assignment. All complaints shall become null and void after expiration of the 2-week period.

Liability

The supplier shall only be liable in cases of gross negligence. Liability in cases of slight negligence is only accepted if substantial contractual duties are neglected. The liability of the supplier shall be limited to the amount invoiced.

Fees and allowances

Fees quoted in respect of an assignment, in full knowledge of the contents and conditions, will be valid for that particular assignment only and be considered contractually binding.

Quotations shall be confirmed in writing and any VAT applicable, in addition to the fees, shall be stipulated.

All fees and allowances shall be freely negotiated and paid in full no later than 30 days following receipt of the invoice.

Fees shall be charged inclusive of travelling time on the basis of a full day, or on an hourly basis in the case of a period of three hours or less. Where the Interpreter has been invited to continue for a further period in extension of the initial contract, a supplementary fee shall be paid at an agreed hourly rate.

A supplementary fee for working unsociable hours shall be agreed between the Interpreter and the Client in advance, for assignments between the hours of 8pm and 7am or at weekends or public holidays.

Travel and Accommodation

Arrangements for travel and accommodation shall be the responsibility of either the Client or the Interpreter, as agreed before acceptance.

Where the travel arrangements are made by the Interpreter, they shall seek to obtain travel and accommodation at a reasonable cost compatible with satisfactory performance of the assignment. Any expenditure incurred shall be reimbursed to the Interpreter within 30 days following receipt of invoice.

Cancellation

If an accepted assignment is curtailed or cancelled either wholly or in part, or performance of the assignment is frustrated for reasons falling within the client's responsibility, the client shall be liable for payment of a cancellation fee.

Any expenditure incurred as agreed in the contract and any additional expenditure incurred as a result of the cancellation shall also be reimbursed.

Any cancellation fee shall be agreed between the parties prior to acceptance of the assignment and shall be determined in relation to the time between notification of cancellation and the start date, as follows:

3 days or less notice - full fee

4 to 7 days notice - half fee

7 to 14 days notice – 25% of the fee

15 days or more notice – no fee

A contract can be cancelled by the supplier before the date of an assignment if it may be expected, due to delayed payment or other circumstances, that payment will not be settled in full or within the agreed timeframe.

Circumstances beyond the supplier's control

The supplier shall not be liable if he/she is prevented from undertaking an assignment by circumstances beyond their control. In such cases the supplier shall inform the client immediately and both parties can withdraw from the contract. Services already carried out up until this point shall be paid for by the client. Further rights, especially claims for damages shall be excluded for such cases.

Applicable law and place of jurisdiction

These terms and conditions and other business relations between the supplier and the client shall be exclusively subject to the laws of the Federal Republic of Germany. Place of jurisdiction shall be the supplier's place of residence.

Validity

In the event that individual points become legally invalid, the remaining terms and conditions shall remain binding.