

General Terms and Conditions for Interpreters

1. Scope

- (1) These Terms and Conditions apply to contracts between interpreters and their customers, insofar as no other agreements have been made or are legally mandatory.
- (2) They concern interpretation services in business negotiations, conferences, meetings, and seminars, etc., regulate mutual rights and duties and contain important information for the customers.
- (3) General Terms and Conditions of the customer are only binding for the interpreter, if he/she has expressly accepted them.

2. Scope of the Interpretation Assignment

- (1) The interpretation assignment is carefully carried out according to the principles of proper professionalism. The interpreter is obligated to work to the best of his/her knowledge and belief. He/she does not resume any obligation above and beyond that. The activity to be carried out by the interpreter is exhaustively specified in the order confirmation and/or in the contract.
- (2) The product of the interpretation assignment is intended exclusively for immediate hearing. Its recording is permissible only with prior authorization of the interpreter. Each further use (for example direct transmission) requires a separate contractual agreement.

3. Substitution

If the interpreter should not be able to fulfill the contract due to an important reason, he/she has to make sure that an expert colleague takes on the duties out of this contract in his/her place, to the best of his/her abilities and insofar as it can be justly expected. This engagement requires the consent of the customer.

4. Customer's Duty to Participate and Inform

- (1) The customer has to inform the interpreter of the special conditions of the interpretation assignment ahead of time, whereby difficult conditions or certain services, if applicable, and only by arrangement, are taken into account separately (recording on sound-recording medium, screenings, etc.).
- (2) The customer makes information and documents that are necessary for the realization of the interpretation assignment available to the interpreter unbidden and in a timely manner (glossaries, pictures, drawings, tables, abbreviations, etc.). The interpreter receives a copy of all texts and documents that are to be read in the course of the discussion at the latest on the day before; this copy remains with him/her until the text or manuscript has been read and discussed.
- (3) The interpreter shall not be held responsible for errors that result from the non-observance of these obligations.
- (4) It is highly recommended - especially in difficult circumstances - to have a briefing (preliminary discussion), a factory walk-through, or another information service for the interpreter.
- (5) Please send the interpreter texts and information documents only in the form of copies. The texts and documents are returned upon specific request. The deadline for the request, which is also the storage period for the interpreter, is 60 days after conclusion of the assignment.

5. Offers

An offer is created upon request. Creation and delivery of the offer are free of charge. Offers are subject to change and non-binding.

6. Assignment Acceptance

Assignments are considered as having been accepted only after written confirmation by the interpreter. The same applies to amendments, alterations, or supplementary agreements. The sending of an invoice is the same as an order confirmation.

7. Consultation

For the clarification of questions regarding the interpretation assignment and the subject matter treated therein, the interpreter makes an effort to consult with the customer. To this end, the timely designation of a competent contact person at the customer's is required.

8. Copyright

The product of the interpretation assignment is intended exclusively for immediate hearing. Its recording is not permissible without the prior written authorization of the interpreter. The copyrights of the interpreter remain reserved. The customer is also liable for unauthorized recordings by third parties.

9. Sound Film / Videos

The simultaneous transmission of the commentary recorded on the sound track into other languages during the showing of tone film / videos is only possible, if:

- the interpreter can study the script of the commentary prior to the assignment and read along during the showing,
- speaking the versions in other languages can be rehearsed in an extra showing,
- the additional expenditure of time is remunerated, and
- the film sound is transmitted from the pre-amplifier of the projector via cables to the headphones made available to the interpreter.

10. Workplace and Technology

- (1) The workplace of the interpreter must be furnished in such a way that a direct view of all speakers, into the discussion room, and of projection walls is possible. The use of TV monitors as a replacement for the direct view into the room is to be discussed with the interpreter at the latest when the assignment is awarded.
- (2) The customer must guarantee that the interpreter can hear the texts to be interpreted with optimum quality. To this end, suitable technical equipment is to be used.
- (3) The interpreter is released of the obligation of service if he/she finds the room and technical conditions - especially the simultaneous equipment and its operation - to be objectively unreasonable and the situation is not remedied in spite of indications relating to this. The duties of the customer remain unaffected by this.

11. Working Hours

The normal working hours of the interpreter do not exceed 2 - 3 hours in the morning and, after an appropriate lunch break, 2 - 3 hours in the afternoon.

12. Liability

- (1) The interpreter is liable only in case of gross negligence and intent. Liability is limited to the amount of the agreed-on fee. Any liability for consequential damages is excluded.
- (2) Liability in case of slight negligence arises only in case of violation of essential contractual obligations.
- (3) The interpreter is not liable for information given over the telephone.

13. Professional Confidentiality

The interpreter is obligated to maintain strict confidentiality of all facts that become known to him/her in connection with the execution of this contract and to derive no benefit from them.

14. Remuneration

- (1) Interpretation services are invoiced at hours worked plus waiting and travel time plus travel costs whereby a started hour is calculated as a full hour.
- (2) If the interpreter has traveled to the assignment place and cannot perform his/her services for reasons not caused by him/her, the customer is invoiced at least 1 hour of service time as well as the travel time and the travel costs.
- (3) When agreeing on per diem rates, incidental expenses (travel costs), as far as they are not specifically excluded, are invoiced additionally.
- (4) Remuneration is due and payable without deduction within 14 days after invoice date and includes the legal value-added tax.
- (5) In addition to the agreed-on fee, the interpreter is entitled to the reimbursement of actually incurred expenses that are agreed on with the customer. For contracts with private customers, the value-added tax is included in the final price and listed separately. In all other cases, the value-added tax, as far as legally required, is invoiced additionally.
- (6) In case of extensive interpretation assignments, the interpreter can demand an advance which is objectively necessary for the completion of the assignment.
- (7) If the amount of the fee is not arranged, a compensation appropriate and usual according to type and difficulty is owed. This compensation is not less than the respectively applicable rates of the German Judicial Remuneration and Compensation Act ([JVEG](#)).

15. Force Majeure

In the case of force majeure, the parties are released of their obligations, as far as these obligations are affected by the force majeure. This does not apply to already incurred obligations to pay. Apart from that, the customer is obligated to reimburse the interpreter already incurred costs and to pay for services already rendered.

16. Cancellation

- (1) In case of termination of the contract through the customer, or waiving by the customer of the services of the interpreter for the date agreed-on in the contract, or under the conditions stated herein, the following amounts are due:
 - within four weeks prior to begin of the assignment a cancellation fee in the amount of 30% of the agreed-on remuneration,
 - within three weeks prior 50%,
 - within two weeks prior 75%, and
 - within the last week prior to begin of the assignment the full agreed-on sum.Moreover, the interpreter is entitled to reimbursement of the costs demonstrably incurred by him/her.
- (2) As far as the interpreter receives another assignment for the date of the canceled contract, he/she can deduct the remuneration paid for this assignment from the fee for the canceled assignment.

17. Applicable Law

- (1) The contract and all claims resulting from it are subject to German law.
- (2) Place of performance and fulfillment is the residence of the interpreter or his/her registered office.
- (3) Place of jurisdiction is the place of fulfillment.
- (4) The contract language is German or English.

18. Severability Clause

The validity of the remaining provisions of these General Terms and Conditions shall remain unaffected if individual provisions are rendered void or invalid. Any void provision is to be replaced with another provision permitting as closely as possible the same economic success.

19. Changes and Amendments

Changes and amendments of these General Terms and Conditions are only valid if they have been agreed-on in writing. This also applies to changes of the requirement for written form.