

## **General terms and conditions for interpreting services**

### **1. Scope**

(1) Unless otherwise expressly agreed, these general terms and conditions (GTC) apply to all business operations between the contracting entity and Katharina Schmid, hereafter referred to as the interpreter.

(2) Contracts are always concluded directly between the contracting entity and the interpreter or, where the host has duly instructed the interpreter to recruit a team of interpreters, directly between the interpreter and other interpreters recruited for the team.

(3) Katharina Schmid acts under her own name as part of a professional network called "good terms". "good terms" is not a company under civil law (GbR). It is instead a network of freelance interpreters and translators. Katharina Schmid works on her own behalf and is solely liable for the services provided under her individual name.

(4) The contracting entity approves the GTC upon placement of order and they shall apply to each individual confirmation of order for any future business operations with the interpreter, unless otherwise indicated in said confirmation of order.

(5) The contracting entity's general terms and conditions shall be approved insofar as they do not contradict the following provisions.

### **2. Scope of the interpreting contract**

The interpreter's work comprises the interpretation of oral discourse. It does not extend to events or part-events that are not expressly indicated in the contract. The interpreter's work does not comprise written translations.

### **3. Working times**

(1) The interpreter's daily working hours are generally 2 ½ to 3 hours each in the morning and afternoon with a 1 ½ break. If it is expected that these working times will be exceeded, the contracting entity shall agree to reinforce the interpreting team before the conference begins so as to ensure the quality of the interpreting will remain at the same high level.

(2) If these working times are exceeded in unforeseen circumstances, each interpreter concerned shall be paid an additional hourly fee that shall be contractually determined in advance.

#### **4. Working conditions**

(1) Requirements for fixed and mobile booths and simultaneous interpreting equipment are laid down in DIN 56 924 Parts 1 and 2 (or ISO Standards 2603 and 4043), in addition to IEC 914. If these requirements are not met and the interpreter in charge of liaising with the organiser is of the opinion that the quality of the booths and the technical equipment and operation thereof does not enable the team of interpreters to work to their satisfaction or poses a risk to their health, the team shall be excused from simultaneous interpreting duties until the faults are remedied.

(2) Use of television monitors either for being able to see the speaker and meeting room directly or, in exceptional circumstances, as a replacement for a direct view shall only be permissible with the prior consent of the interpreters concerned.

(3) It is up to the contracting entity to ensure that each interpreter can hear the texts to be interpreted to the highest level of quality possible. Appropriate microphone equipment shall be used where applicable. The contracting entity shall ensure that each speaker uses the available microphones and that the interpreted text is conveyed to the listeners without disturbing the participants listening to the original direct.

(4) In cases of teleconferencing (videoconferences etc. where the use of a video screen or monitor is necessary), the requirements of DIN 56 924 Part 1 (or ISO Standard 2603) shall be respected in their entirety, particularly those on sound quality as specified in Article 7.1. With ISDN transmissions, the entire frequency range from 125 to 12,500 Hz must be made available.

#### **5. Composition of the team**

Persons not forming part of the team of interpreters may not be appointed to reinforce the team or use the interpreting channels of the simultaneous interpreting equipment in any other capacity without Katharina Schmid's prior consent. The internal division of work shall be directed by Katharina Schmid.

#### **6. Duties incumbent on the contracting entity regarding cooperation and clarification**

(1) To enable the interpreters to prepare the content and terminology of the conference, the contracting entity shall send the interpreters a full set of documents (programme, agenda, minutes of the last meeting, reports, list of participants, conference files, manuscripts of speeches, PowerPoint presentations etc.) if available in all working languages of the conference as soon as possible, but no later than 14 days before commencement of the conference.

(2) If a text is to be read out during the conference, the contracting entity shall ensure that the interpreters receive a copy beforehand. The contracting entity shall inform the speaker that reading speed for a text that is to be interpreted should not exceed 100 words a minute (i.e. 3 minutes for 1 page DIN A4 with roughly 1600 characters). Interpretation of read texts that the interpreters have not been able to prepare in advance cannot be guaranteed.

(3) If films are shown during the meeting, the film audio shall only be interpreted if the interpreters are supplied with the script in advance, if the commentary is delivered at a normal speed and if the film audio is transmitted directly to the interpreters' earphones.

## **7. Confidentiality**

(1) All interpreters of the team recruited by Katharina Schmid promise to respect strict confidentiality of all matters that they may become aware of through their activity for the contracting entity and to derive no personal benefit from them.

(2) This confidentiality commitment does not extend to information and documents that are in the public domain and/or such that have been made public by third parties.

## **8. Reservation of copyright and exploitation rights**

(1) The interpreting output is intended to be listened to on the spot only; recording by listeners or other persons and transmission thereof is not allowed without the prior consent of the interpreters concerned and only possible upon payment of a fee for use, requiring a special written agreement. The same also applies to other uses for documentation, including live broadcasts.

(2) The interpreters reserve all intellectual property rights; of special note are the provisions of the German Copyright Act (*Urheberrechtsgesetz*), the revised Berne Convention and the Universal Copyright Convention. This also applies to unauthorised recordings by third parties.

(3) Note also Section 201 of the German Criminal Code (*StGB*), Violation of the confidentiality of the spoken word.

## **9. Travel conditions and costs**

(1) Conditions of travel are determined so that neither the interpreters' health nor the quality of their work subsequent to travelling is adversely affected.

(2) The contracting entity shall meet each interpreter's costs of travelling from his/her professional domicile to the event location and back.

(3) 11 (3) shall apply in the event of cancellation of the order by the contracting entity.

## **10. Fees**

(1) Fees and per diems/per noctems shall be determined mutually and agreed in writing. Payment shall be made with no tax deducted, unless otherwise specified by law.

(2) Deficiency fees shall be payable in accordance with 11 (2).

(3) The fees shall be payable to the interpreter within 14 days after receipt of the invoice by the contracting entity.

## **11. Contractual amendments**

(1) If one of the interpreters asks to be released from this contract for serious reasons, he/she shall undertake to find a qualified colleague as a replacement under the same conditions. Hiring this replacement requires the contracting entity's consent and in cases of an interpreter recruited for the team by Katharina Schmid, Katharina Schmid's consent.

(2) In the event of the order being cancelled by the contracting entity, the interpreters shall be paid a deficiency fee as follows: For cancellations more than 30 days before the event: no deficiency fee; for cancellations less than 30 and more than 14 days before the event: 25 % of the agreed fee; for cancellations less than 14 and more than 7 days before the event: 50 % of the agreed fee; for cancellations less than 7 days before the event: 100 % of the agreed fee. The interpreter concerned shall only be entitled to a deficiency fee if he/she attests not to have received any other reasonable orders for the same period.

(3) Where the order is cancelled by the contracting entity, the interpreters concerned are entitled to reimbursement of substantiated costs incurred (e.g. travel and accommodation costs).

## **12. Warranty and liability**

(1) All interpreters under contract are obliged to work to the best of their knowledge and belief. They do not accept any obligation beyond this. If the contracting entity fails to provide documents in a timely fashion or in sufficient number, such shall release Katharina Schmid or the individual interpreters from any liability in terms of inadequate quality of interpretation.

(2) The interpreter shall be liable for damage caused intentionally or through gross negligence and for damages resulting from injury to life, body or health caused by an intentional or negligent dereliction of her duties or a wilful or negligent violation of their legal representative or agent's duties by virtue of the explicitly stated guarantee. Liability for slight negligence is explicitly precluded.

## **13. Force majeure**

(1) In cases of force majeure, the parties shall be released from their commitments where such are affected by the force majeure.

(2) This shall not apply to payment commitments already incurred for substantiated expenditure by Katharina Schmid or any of the interpreters working in the team. The contracting entity shall be obliged to pay for services already provided and reimburse costs already incurred by the interpreters.

## **14. Applicable law and competent court**

(1) German law shall apply upon placement of an order even in cases where none of the contracting parties has its headquarters in the territory of the Federal Republic of Germany.

(2) Given the jurisdiction, the provisions of the German Code of Civil Procedure (*Zivilprozessordnung*) shall apply. If the contracting entity is not domiciled in Germany, mutual claims shall be made before the competent court in the interpreter's domicile.

## **16. Severability clause**

The effectiveness of these GTC shall not be affected through the invalidity or nullity of individual provisions. Any void provision shall be replaced by a valid one that is as close as possible to the commercial outcome or intended purpose.

## **17. Amendments and extensions**

Amendments and extensions to the agreement between the contracting entity and the interpreter shall be made in writing. Oral subsidiary agreements shall only be valid when confirmed in writing.