



German translation - Marc Reimann - Translator & Interpreter

General Terms and Conditions (GTC) for interpreting assignments

1. Scope of application

(1) These General Terms and Conditions (hereinafter "GTC") apply to contracts between Marc Reimann (hereinafter "the Interpreter") and the Client, unless otherwise expressly agreed or required by law.

(2) The client's general terms and conditions shall only be binding on the interpreter if the interpreter has expressly recognised them.

2. Enquiry and ordering of interpreting services

(1) The client receives a quotation (cost estimate) in advance for each requested interpreting assignment. The cost estimate is based on the information provided by the client. It will be sent to the client by e-mail. It is possible to send it by fax or post, but this must be expressly requested by the client.

(2) A binding booking of the interpreting service is made and a contract is concluded as soon as the client accepts the offer submitted by the interpreter in writing (by e-mail).

(3) Any change to the ordered service is subject to a new written agreement. Any request for a change to the service must be notified precisely in writing by the customer. Any change to the order resulting in a change to the service shall automatically entail the issue of an additional invoice.

3. Obligation of the client to cooperate and provide information

(1) The client shall send the interpreters a complete set of all relevant documents (e.g. work programme, agenda, reports, presentations, motions, minutes of the last meeting, etc.) in all working languages of the conference (if available) as early as possible for technical and terminological preparation.

(2) The interpreter shall receive a copy of all documents and manuscripts that are read out during the conference no later than the day before the reading and shall retain this copy until the document or manuscript has been read out and dealt with. If this deadline is not met, the interpreter shall be released from his/her obligation to perform.

(3) The client must inform the interpreter in good time of the special conditions within which the interpreting assignment is to be carried out, whereby more difficult conditions or specific services - by arrangement - may be invoiced separately (recording on audio media, film screenings, etc.).

(4) Errors resulting from non-compliance with these obligations shall be borne by the client.

4. Execution of the interpretation

Marc Reimann - German translation - Translator & Interpreter

E-mail: info@deutscheübersetzung.de - Web: DeutscheÜbersetzung.de

Phone: [+49 174 894 13 93](tel:+491748941393) - WhatsApp: [+ 49 151 28 82 08 02](tel:+4915128820802)



- (1) The interpreting shall be carried out carefully in accordance with the principles of proper professional practice. The interpreter is obliged to work to the best of his/her knowledge and belief. The interpreter does not assume any further obligation.
- (2) The interpreter is not responsible for interpreting errors caused by illegible, incorrect or incomplete texts or incorrect or inaccurate terminology provided by the client.
- (3) Texts read out: If texts are read out, they must be available to the interpreters in good time before the event. The reading speed for a text to be interpreted should be a maximum of 100 words per minute (i.e. at least 3 minutes for 1 page DIN A4 with approx. 1600 characters), otherwise interpreting will not be possible. The interpreting of read-out texts that have not been made available to the interpreters or have been made available at too short notice cannot be guaranteed.
- (4) Recorded videos/sound recordings: Videos or pre-recorded audio recordings can only be interpreted if the videos have been made available to the interpreters in a language of their language combination in good time (at least 7 days, depending on the size of the video) before the event and the interpreter has confirmed after viewing that interpreting is possible and in what form. Interpreting is only possible if the commentary is spoken at the usual speed, the film sound is transmitted directly to the interpreters' headphones and the interpreters can see the video.
- (5) Poems or musical performances: Poems or musical performances are not interpreted. Under certain circumstances, an oral summary is possible if this has been clarified with and confirmed by the client in advance.

5. Special provisions for remote interpreting (if applicable)

(1) The term remote interpreting refers to all types of interpreting in which one or more participants or interpreters are not in the same location as the other participants. It is of secondary importance whether the remote interpreter is in a different room, in a different city or on a different continent. To ensure smooth interpreting, appropriate information and communication technology solutions must be used so that, on the one hand, the interpreters can work flawlessly and, on the other, the participants can speak to each other without disruption, confidentially and without technical hurdles. If remote interpreting takes place simultaneously, this is referred to as Remote Simultaneous Interpreting (RSI).

(2) When placing the order, the parties shall agree on the technical version of the remote interpreting and whether simultaneous or consecutive interpreting is to be provided.

(3) Before concluding the contract, both parties must expressly agree the languages in and from which the interpreter is to work during the assignment. Appropriate technical arrangements must be made. If the interpreting is to be carried out via a platform solution, the client shall indicate which platform is to be used before placing the order. The platform must meet the requirements of ISO/PAS 24019:2020 Simultaneous interpreting delivery platforms - Requirements and recommendations. The client shall grant the interpreter sufficient access time to the platform used before the start of the event/order so that it can be tested by the interpreter. It is strongly recommended that the platform be tested together with all participants no later than the day before the event.

(4) The interpreter shall not be liable for any disruption or failure of the technology used. The interpreter is therefore not liable for any malfunction or failure of the technology used, eThe client shall ensure professional technical support throughout the event to ensure that the interpreting runs smoothly. The client is aware that the interpreter has no influence on the internet speed, availability or availability of the interpreting platform, unless the disruption is exclusively and demonstrably due to a malfunction of the interpreter's own computer.

(5) Real-time communication must be guaranteed within the interpreting team. This must only be visible to the respective interpreters.

(6) The client is aware that the interpreter has no influence on the internet speed, the availability of the necessary lines or the operation of the platform used. The interpreter is therefore not liable for any disruption or failure of the technology used, unless the disruption is exclusively and

Marc Reimann - German translation - Translator & Interpreter

E-mail: info@deutscheübersetzung.de - Web: Deutscheübersetzung.de

Phone: [+49 174 894 13 93](tel:+491748941393) - WhatsApp: [+ 49 151 28 82 08 02](tel:+4915128820802)



demonstrably due to a malfunction of the interpreter's own computer.

(7) Insofar as the malfunction is not demonstrably attributable to the interpreter's computer, the interpreter's fee claim shall remain unaffected in the event of a malfunction or failure of the system/technology.

(8) Maximum working hours per interpreter: Depending on the subject area, a maximum of 5 hours per day, unless the parties have agreed otherwise.

(9) The interpreter shall be entitled to refuse the agreed service if the working conditions specified above are not met. § Section 4a (6) applies accordingly

With regard to copyrights and rights of use, § 5 of these GTC shall also apply accordingly to remote interpreting.

6 Copyright, right to own image and sound

The product of the interpreting service is intended exclusively for immediate hearing. It may only be recorded with the prior consent of the interpreter. Any further use (e.g. direct transmission) requires a separate contractual agreement. The interpreter's copyrights are reserved. The client shall also be liable for unauthorised recordings by third parties.

7 Interpreting technology

(1) If the interpreting equipment is provided by the client, the client shall ensure that it complies with ISO standard 4043 and that a support technician is present on site at all times. The interpreting booths must be designed so that there is a direct view of the speaker and the meeting room. The use of television monitors requires the express consent of the interpreter.

(2) Whispering case: So-called tour guide systems can be used for guided tours.

(3) Inadequate interpreting equipment: The interpreter is released from the obligation to provide services if the interpreting equipment is found to be inadequate (insufficient dimensions, inadequate ventilation, inadequate technical equipment, inadequate sound insulation, inoperability of the equipment). This also applies to inadequate interpreting infrastructure for remote interpreting assignments, e.g. via online video conference or telephone. The obligations of the client remain unaffected.

(4) When showing sound films and the like, simultaneous transmission of the commentary recorded on the soundtrack into other languages is only possible if the interpreters can study the script of the commentary before the conference and read it during the film screening and the film sound is fed into the simultaneous system via cable from the sound amplifier of the projector.

8 Replacement

Should the interpreter be prevented from fulfilling the contract for good cause, he/she shall ensure to the best of his/her ability and insofar as this can be reasonably expected of him/her that a colleague takes over the duties arising from this contract in his/her place.

9 Remuneration, working hours and additional benefits

(1) All prices are net prices plus statutory VAT. The invoice amount is due immediately. After 30 days from the invoice date, default occurs without a reminder in accordance with the statutory provisions (§ 286 No. 2 BGB). You will then incur statutory default interest of five percentage points (for private individuals) or eight percentage points (for companies) above the base interest rate per annum.

(2) The interpreting fee for an interpreting assignment is based on a basic fee. Additional paid services or other paid items can be added to this basic fee.

(3) The interpreter's daily working time is usually 3 hours in the morning and 3 hours in the afternoon with a one and a half hour break.

(4) If these working hours are likely to be exceeded, the client shall authorise an increase in the interpreting team before the start of the conference in order to ensure a consistently high quality of

Marc Reimann - German translation - Translator & Interpreter

E-mail: info@deutscheübersetzung.de - Web: Deutscheübersetzung.de

Phone: [+49 174 894 13 93](tel:+491748941393) - WhatsApp: [+ 49 151 28 82 08 02](tel:+4915128820802)



interpreting services

- (5) The following services - unless explicitly listed - are not part of a contract and may be invoiced separately:
- Exploitation rights of the interpreting service (e.g. video recordings, audio recordings, video transmission (streaming), audio transmission, transcript)
 - Additional work beyond normal working hours
 - Consecutive or accompanying interpreting at events outside the actual conference programme (e.g. tours, dinners)
 - Performances under difficult conditions (e.g. lack of visibility of the speaker)
 - Translation services on the fringes of the conference, interpreting of the spoken text of films.

10 Expenses, travel to and from the event and catering

(1) Attendance: Unless expressly agreed otherwise, the interpreters will arrive at the venue half an hour before the start of the first event to be interpreted.

(2) The client shall bear all expenses associated with the assignment. These include in particular, but are not limited to, travelling expenses and accommodation costs for the period required by the respective situation.

(3) Travelling expenses: Depending on the type of travel actually chosen, travel expenses for assignments within Germany will be charged either for 2nd class rail travel at the standard rate according to the DB website and the local transport costs at the place of assignment or the kilometres driven according to the official mileage allowance plus parking garage fees and the like. Taxi services are usually used at the place of departure/arrival.

- (a) At the request of the client and in the case of favourable connections, flight connections within Germany are also acceptable, whereby the costs are to be borne directly by the client.
- (b) For international assignments, the interpreter is free to choose the mode of travel. The costs are to be borne by the client.

(4) Accommodation costs:

- (a) The accommodation costs include the interpreter's accommodation and catering costs. The client shall bear the costs of accommodation in a hotel or equivalent establishment, whereby a minimum category of 3 stars shall be agreed. A single room must be provided. The room must generally be organised and paid for directly by the client; reservations must be made in the name of "Marc Reimann".
- (b) If, contrary to expectations, the room provided by the client does not meet the agreed criteria, the interpreter is entitled to take a room in another accommodation establishment of the agreed category and to charge the client for this.

(5) Travel fee ("Approche"): If the journey to the venue takes more than three hours (door-to-door) or if the interpreter has to stay overnight before travelling to the venue, the interpreter is entitled to compensation in the form of a travel fee ("Approche"). The amount of the travelling fee depends on the travelling time. For an arrival time of 3 to 5 hours, it is generally half an interpreting fee per interpreter for each day of arrival; for an arrival time of more than 5 hours, it is a full interpreting fee per interpreter for each day of arrival.

(6) Departure fee ("Déproche"): In the event of a departure time of more than three hours to the venue (door-to-door) or if an overnight stay is required before departure, the interpreter is entitled to compensation in the form of a departure fee ("déproche"). The amount of the departure fee depends on the time of departure. For a departure time of 3 to 5 hours, it is generally half an

Marc Reimann - German translation - Translator & Interpreter

E-mail: info@deutscheübersetzung.de - Web: Deutscheübersetzung.de

Phone: [+49 174 894 13 93](tel:+491748941393) - WhatsApp: [+ 49 151 28 82 08 02](tel:+4915128820802)



interpreting fee per interpreter for each day of departure; for a departure time of more than 5 hours, it is a full interpreting fee per interpreter for each day of departure.

- (a) Time of arrival/time of departure:
- (b) In the case of assignments, arrival is usually the day before the start of the assignment.
- (c) Departure usually takes place on the last day of the event. If this is not possible/reasonable for time/logistical reasons, the overnight stay for this night must also be paid by the client.
- (d) Catering: On assignment days or the day of arrival, the day of departure or any days of absence, the client shall provide three meals for the interpreter (on the day of arrival, if not the day of assignment and not otherwise agreed, only dinner, on the day of departure, if not the day of assignment and not otherwise agreed, only breakfast), whereby, unless otherwise agreed, breakfast shall normally be provided at the place of accommodation, lunch at the place of assignment and dinner at the interpreter's discretion.

11 Liability

- (1) The interpreter shall only be liable in cases of gross negligence and intent. Liability is limited to the amount of the agreed fee.
- (2) Liability for consequential damage is excluded.

12 Cancellation

(1) If the contract is cancelled by the client or if the client renounces the services of the interpreter for the date agreed in the order or under the conditions stipulated herein, the interpreter shall be entitled to the agreed fee as well as reimbursement of the costs demonstrably incurred by the interpreter in accordance with the following list:

- (a) Cancellation up to 28 days before the start of the conference: 0 %
- (b) Cancellation between 27 and 21 days before the start of the conference: 50%.
- (c) Cancellation between 20 and 10 days before the start of the conference: 75%.
- (d) Cancellation between 9 and 0 days before the start of the conference: 100%.

(2) Any costs incurred for third-party services (e.g. flight tickets already booked by the interpreter, hotel bookings) must be paid in full.

13 Force majeure

In the event of force majeure, the parties shall be released from their obligations insofar as these obligations are affected by the force majeure. This shall not apply to payment obligations already incurred. The client is otherwise obliged to reimburse the interpreter for costs already incurred and to pay for services already rendered.

14 Data protection

The customer's personal data obtained in connection with the business relationship shall be processed by Marc Reimann in compliance with the statutory provisions.

15 Professional secrecy

(1) The interpreter undertakes to treat all information and documents provided by the client in



connection with the assignment as confidential.

(2) The interpreter undertakes to maintain confidentiality about all facts that become known to him in connection with his work for the client.

16 Applicable law

- (1) German law shall apply to the order and all claims arising therefrom.
- (2) The place of fulfilment is the interpreter's place of residence.
- (3) The place of jurisdiction is Plön.
- (4) The contract language is German.

17 Severability clause

The validity of these Terms and Conditions of Contract shall not be affected by the invalidity or ineffectiveness of individual provisions. The invalid provision shall be replaced by a valid provision that comes as close as possible to the economic result or the intended purpose.

18 Changes and additions

Amendments and supplements to these GTC are only valid if they have been agreed in writing. This also applies to changes to the written form requirement itself.