



DOLMETSCHERSERVICE

General Terms and Conditions for Interpreting Services DOLMETSCHERSERVICE (as at 06/09/2020)

The following quality standards and working conditions are largely based on the recommendations of the VKD (German Association of Conference Interpreters).

These are in the interest of the client: they guarantee optimum interpreting performance and have a beneficial effect on the success of your entire event.

§ 1 General and scope of application

1. The following General Terms and Conditions apply to all contracts between Katharina Reulecke, Winkelriedstraße 9, 13407 Berlin, Germany, hereinafter referred to as "interpreter", and its clients, insofar as they are entrepreneurs or legal entities under public law.
2. Any deviating or supplementary general terms and conditions of the client shall only become part of the contract if the interpreter has acknowledged this in writing or by e-mail.
3. The contract language is German. German law applies exclusively.

§ 2 Services provided by the interpreter and obligation to secrecy

1. The interpreter shall provide the services in accordance with nos. 1 to 12 of the order/contract.
2. Services which are not expressly regulated in nos. 1 to 12 shall always be remunerated separately.
3. The interpreter is obliged to treat as strictly confidential all information which becomes known to him during the execution of this contract and, in particular, not to derive any unlawful benefit from it.
4. The duty of confidentiality does not extend to information and documents which are generally known and/or have been made public by third parties.

§ 3 Obligations of the client to cooperate

1. The client is aware that the interpreter must prepare for the event with the help of the relevant documents to be provided by the client (programme, agenda, list of participants, short biography of the speakers, presentations, speaker's manuscripts, minutes of the last meeting, information about the company etc.) in order to be able to guarantee faultless performance. If a text is to be read during the conference, the interpreter must receive a copy in advance. The client will advise the speaker to read slowly.
The client is therefore obliged to provide the interpreter with a complete set of all relevant documents in the languages into which and from which the interpreter is to interpret in accordance with no. 9 of the order/contract in a common file format as soon as possible, but no later than 8 working days before the start of the event.
2. The interpreter shall receive a copy of all documents and manuscripts read out during the event no later than 8 working days before the start of the event, which may remain with the interpreter or be destroyed even after the end of the event, unless expressly agreed otherwise.
3. If films are shown during the session, the film sound can only be interpreted if the script has been made available to the interpreter 8 working days before the start of the event in a common file format, the commentary is spoken at normal speed and the film sound is transmitted directly into the interpreter's headphones.

§ 4 Working conditions and the interpreter's right to refuse performance

§ 4a General regulations

The client is aware that a flawless performance of the interpreter can only be guaranteed within the scope of the following working conditions:

1. Unless the parties have expressly agreed otherwise, the interpreter requires an interpreting booth. Fixed simultaneous interpreting booths and installations must meet the requirements of DIN EN ISO 2603 for fixed booths and DIN EN ISO 4043 for mobile booths. ISO 20108 (Simultaneous interpreting - Quality and transmission of audio and video input - Requirements) and ISO 20109 (Simultaneous interpreting - Equipment

- Requirements) shall also apply. From the booth, the interpreter must have a direct view of the speaker, the meeting room and any projection screens used. The use of television monitors either to improve direct vision or, in exceptional cases, to replace direct vision, shall only be permitted with the prior agreement of the interpreter. The client is also obliged to ensure that the interpreter can hear the texts to be interpreted with the best possible quality.

2. Video conferences: The client is obliged to involve the interpreter in the planning of a video conference from the outset and to clarify with him the conditions for the feasibility of such a conference. Working conditions must comply with ISO standards 2603 and 4043 and CEI 914. The sound quality must be in the 125-150 Hertz range. High resolution monitors are essential.
3. 2 interpreters are required for simultaneous interpreting.
4. Maximum working time per interpreter: pure working time 5 to 7 hours per day, attendance 8 hours per day, unless otherwise agreed by the parties. Additional work shall be compensated by paid overtime; the contractor points out that, without prejudice to such overtime, the client shall provide additional interpreting personnel to guarantee the quality of the interpreting.
5. In the case of a daily assignment lasting 5 to 7 hours, the interpreter shall be granted 30 minutes break in the morning, at noon at least 60 minutes and in the afternoon a further 30 minutes, depending on the subject area, unless the parties have agreed otherwise.
6. The interpreter shall be entitled to refuse the agreed service if he/she does not find the above-mentioned working conditions and a satisfactory performance is not possible or if the health of the interpreter is endangered as a result. The interpreter's entitlement to a fee shall remain unaffected.

§ 4b

Remote interpreting

1. The term remote interpreting refers to all types of interpreting where one or more participants or interpreters are not in the same place as the other participants. It is of secondary importance whether the remotely connected interpreter is in another room, in another city or on another continent. To ensure smooth interpretation, appropriate information and communication technology solutions must be used so that the interpreters can work flawlessly on the one hand and the participants can talk to each other without interference, confidentiality and technical obstacles on the other. If the remote interpreting is simultaneous, this is called Remote Simultaneous Interpreting (RSI).
2. The parties shall agree upon the technical design of the remote interpreting and whether simultaneous or consecutive interpreting is required when placing the order.
3. Prior to the conclusion of the contract, both parties shall expressly agree on the languages into and from which the interpreter shall work during the assignment. Appropriate technical arrangements shall be made. If the interpreting takes place via a platform solution, the client shall indicate which platform will 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 the interpreter can test it. It is strongly recommended to test the platform together with all participants at the latest the day before the event.
4. The client shall provide professional technical support during the entire event to ensure that the interpreting runs smoothly.
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 a malfunction or failure of the technology used unless the malfunction is exclusively and demonstrably due to a malfunction of the interpreter's own computer.
7. If 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 time per interpreter: depending on the subject matter, a maximum of 5 hours per day, unless the parties have agreed otherwise. Overtime shall be compensated by paid overtime; the client points out that, notwithstanding such overtime, the client shall provide additional interpreting personnel to ensure the quality of the interpreting.
9. The interpreter is entitled to refuse the agreed service if he/she does not find the above-mentioned working conditions. § 4a par. 6 applies accordingly.

With regard to the copyrights and rights of use, § 7 of these General Terms and Conditions shall also apply accordingly to distance interpreting.

§ 5

Warranty and liability

1. The interpreter is obliged to work to the best of his/her knowledge and belief.

2. If the interpreter provides his/her services although he does not find the working conditions regulated in § 4 at the beginning of the service, the client may not assert any rights arising from poor performance due to inadequate working conditions in this case. In particular, a reduction of the fee is excluded in this case.
3. The interpreter's liability in cases of intent or gross negligence shall be governed by the statutory provisions. The liability for guarantees shall be independent of fault.
4. In the event of slight negligence, the interpreter shall be liable exclusively in accordance with the provisions of the German Product Liability Act for injury to life, body or health or for breach of fundamental contractual obligations. An essential contractual obligation is understood to be an obligation the fulfilment of which enables the proper execution of the contract at all and on the observance of which the contractual partner may regularly rely.
The claims for damages for the slightly negligent violation of essential contractual obligations are, however, limited to the foreseeable damages typical for the contract, unless liability is assumed for injury to life, body or health. Foreseeable damages typical of the contract are those which fall under the protective purpose of the respective violated contractual or statutory norm. The interpreter shall be liable to the same extent for the fault of vicarious agents and representatives.
5. The provisions of the preceding paragraph cover damages in addition to performance, damages in lieu of performance and claims for reimbursement for futile expenses, regardless of the legal basis, including liability for defects, delay or impossibility.
6. A change in the burden of proof to the disadvantage of the customer is not associated with the above provisions.

§ 6 Changes to the contract

If the interpreter is prevented from fulfilling the contract for good cause, he/she is prepared to do his utmost to ensure that a specialist colleague assumes the duties arising from the contract in his/her place, provided that this can be reasonably expected of him. This must be agreed with the client.

§ 7 Rights of use and copyrights

1. Unless expressly agreed otherwise in the contract, the product of the interpreting service is intended exclusively for immediate hearing.
2. A recording of the interpreting service is only permitted after prior written agreement. In particular, this agreement shall also regulate which rights of use are transferred to the client for the use of the recording. If the parties fail to make a sufficiently clear provision regarding the rights of use and copyright to the recording, the recording may only be used for whatever purpose with the written consent of the interpreter.
3. Any further use (e.g. direct transmission; transmission via the Internet, web streaming, etc.) requires a separate contractual agreement. § 7 Art. 2 of these terms and conditions shall also apply in this respect.

§ 8 Remuneration and terms of payment

1. Unless the parties have expressly agreed otherwise, the interpreter shall invoice the client for the agreed service immediately after the event. The invoice is due for payment without deduction within 14 days of receipt of the invoice.
2. The fee shall include the thorough and time-consuming preparation prior to the event as well as the working hours on site.
3. Fees as well as daily and overnight allowances shall be fixed by mutual agreement. The travel conditions shall be determined in such a way that they do not impair the interpreter's health or the quality of the service to be provided following the journey.
4. The interpreter may invoice the following services separately:
 - i. any agreed additional work in excess of the total working time in accordance with § 4 para. 4
 - ii. consecutive or escort interpreting outside the actual conference programme (e.g. sightseeing, dinner together)
 - iii. performance under difficult conditions (e.g. lack of visibility of the speaker)
 - iv. written translation services during the conference
 - v. recording with the prior consent of the interpreter, subject to the prior consent of the interpreter and prior agreement on the fee.
5. 30 % of the agreed fee shall become due when the order is placed for an order volume exceeding 6,000.00 €. With regard to the remaining balance, § 8 Art. 1 of these General Terms and Conditions shall apply.
6. The client is entitled to cancel the order at any time.
7. In the event of a cancellation, the client must pay 100% of the agreed fee plus the applicable VAT. Furthermore, travel and accommodation expenses incurred by the interpreter shall be reimbursed.

§ 9 Data protection provisions

1. This privacy policy applies to data processing by the interpreter. Responsible: Katharina Reulecke, Winkelriedstraße 9, 13407 Berlin, Germany, e-mail: info@dolmetscherservice.org, phone: +49 (0)30 23 53 34 07, mobile: +49 (0)152 53 55 80 15.
2. The client of the interpreter can expect a smooth processing of the order. It cannot be avoided that certain data of the client will be stored using technical aids. When the assignment is accepted, the interpreter collects a series of personal data as so-called basic data, which is required in order to carry out the placed assignment smoothly. Only those data are stored which are absolutely necessary for the fulfilment of the contract. The interpreter collects and uses personal data of the client exclusively within the framework of the regulations of the valid data protection law of the Federal Republic of Germany. The interpreter collects, processes and uses the following information:
Salutation, first name, surname, a valid e-mail address, address, telephone number (landline and/or mobile), as well as further information necessary for the processing of any existing performance or warranty claims and the assertion of any claims against the client.
The data is collected in order to be able to identify the client as a customer, to provide the commissioned service properly and promptly, to issue invoices and to process and assert mutual claims. Data processing is carried out at the request of the client and is necessary for the aforementioned purposes within the meaning of Art. 6 para. 1 S. 1 lit. b GDPR.
3. The personal data collected by the interpreter for the purpose of processing the order shall be stored until the expiry of the statutory storage obligation and then routinely deleted if they are no longer required for the performance of the contract or the initiation of the contract and/or if the interpreter continues to have a justified interest in the further storage. If the exercise of intervention rights requires deletion, the data concerned will be deleted immediately.
4. Insofar as this is required pursuant to Art. 6 para. 1 S. 1 lit. b GDPR for the processing of the order, personal data of the Customer shall be passed on to third parties. This includes in particular the passing on of personal data to a subcontractor of the interpreter or to the transport company commissioned to deliver the translation. The data passed on may only be used by the third party for the stated purposes. Otherwise, the data will only be passed on to third parties with the consent of the client.
5. The client has the right,
in accordance with Art. 7 para. 3 GDPR to revoke his/her consent to the interpreter at any time. The consequence of this is that the interpreter may no longer continue the data processing based on this consent in the future;
to request information on the personal data processed by the interpreter in accordance with Art. 15 GDPR. In particular, the client may request information on the purposes of the processing, the category of personal data to be processed, the recipients or categories of recipients to whom your data have been or will be disclosed, if possible the planned storage period or if this is not possible, the criteria for determining the duration, the existence of a right of rectification, cancellation, limitation of processing or opposition, the existence of a right of appeal to a supervisory authority, the available information on the origin of his/her data, if it has not been collected from the interpreter, as well as on the existence of an automated decision-making process including profiling and, if applicable, the existence of an automated decision making process, including profiling, and, where appropriate, meaningful information concerning its details;
in accordance with Art. 16 GDPR to demand the correction of incorrect or incomplete personal data stored by the interpreter without delay;
to demand the immediate deletion of his/her personal data stored with the interpreter in accordance with Art. 17 GDPR, unless the processing is necessary for the exercise of the right to freedom of expression and information, for the fulfilment of a legal obligation, for reasons of public interest or for the assertion, exercise or defence of legal claims;
to request, pursuant to Art. 18 GDPR, the restriction of the processing of his/her personal data if the accuracy of the data is disputed by the interpreter, the processing is unlawful, but the interpreter refuses to delete the data, the interpreter no longer needs the data, but the client needs the data to assert, exercise or defend legal claims, or if the interpreter refuses to delete the data pursuant to Art. 18 GDPR, but the interpreter no longer requires the data for the purpose of asserting, exercising or defending legal claims, or if the interpreter refuses to process the data pursuant to Art. 18 GDPR, or if the interpreter refuses to process the data pursuant to Art. 18 GDPR, the interpreter no longer needs the data for the purpose of asserting, exercising or defending legal claims, or if the interpreter no longer needs the data for the purpose of asserting, exercising or defending legal claims, or if the interpreter refuses the data pursuant to Art. 18 GDPR. 21 GDPR; in accordance with Art. 20 GDPR, to obtain the personal data he has provided to the interpreter in a structured, common and machine-readable format or to request the transfer to another responsible party;
to complain to a supervisory authority pursuant to Art. 77 GDPR. As a rule, the client may contact the supervisory authority of his/her usual place of residence, workplace or the registered office of the interpreter.

6. If the personal data of the client are processed on the basis of legitimate interests in accordance with Art. 6 para. 1 sentence 1 lit. f GDPR, he/she has the right to object to the processing of his/her personal data in accordance with Art. 21 GDPR if there are reasons for doing so which result from his/her particular situation.
7. If the client wishes to exercise his right of objection, an e-mail to: info@dolmetscherservice.org is sufficient.
8. The interpreter has set up technical and organisational security measures to protect data, in particular against loss, manipulation or unauthorised access. The interpreter regularly adapts the security precautions to ongoing technical developments.