

GENERAL TERMS AND CONDITIONS

THE PARTIES

(1) The contracts shall always be passed between the (*Colingua*) Interpreter and the person or entity financially responsible for the Conference or event, referred to in the contract as the "Organiser", as opposed to any other person who may be an intermediary, responsible for hiring personnel or in charge of taking technical measures linked to the Conference or the event.

The Interpreter's general terms and conditions have precedence over those of the order maker. The order maker waives the right to enforce its own terms and conditions, unless expressly agreed otherwise. These general terms and conditions are governed by Belgian law, over and above any other. These general terms and conditions and the quote to which they are attached shall have contractual value once written confirmation of the order (in particular by e-mail) has been given by the customer. Simple confirmation of the order by e-mail is tantamount to making the order. The Interpreter shall acknowledge receipt of the confirmation (by e-mail) and shall confirm that he or she is able to provide the services.

CONFIDENTIALITY

(2) The Colingua conference interpreters shall refrain from taking a personal advantage from information arising from their work during non-public meetings (or events) and shall respect the confidentiality of discussions made and documents used on such occasions. The Interpreter is nonetheless authorised to mention, in his or her commercial material, in particular on his or her web site and the social networks, that he or she works for the end customer, without revealing any sensitive content.

RESPONSIBILITIES OF THE PARTIES

(3) The terms for cancelling orders are included in the quote and accepted by the customer. In the absence of a specific cancellation clause in the quote, the penalty for cancellation of the order shall total 50% between 30 and 15 calendar days before the event, 90% if cancellation occurs within the 14 calendar days preceding the event, and 100% if cancellation occurs on the day of the event. If, for whatever reason, the Organiser does not use the services of the Interpreter on the days and under the terms mentioned in the contract, the Interpreter has the right to receive the amount stipulated by the cancellation clause included in the contract/quote and to be refunded all other expenditure involved (transport costs or others) in the preparation of the service provided from which any sums received beforehand shall be deducted.

(4) If it is not possible to fulfil the contract either partially or entirely due to extraordinary circumstances (strikes, demonstrations, late arrival of the plane or train, political instability, military action, extremely adverse traffic conditions, terrorist threats, extreme weather conditions, etc.; this list is not exhaustive), the Interpreter shall still have the right to receive the payment agreed in the contract and to be refunded the costs incurred. If the Interpreter is unable to perform his or her contractual duties, he or she must notify the Organiser as soon as possible.

(5) The Organiser shall take the necessary steps in order for the Interpreter to receive, at the latest two weeks before the conference or event, a sufficient amount of documents to prepare for the said conference (or event) as well as an exhaustive agenda, the name of the participants, the speeches if the Organiser has them in his or her possession and any information that might be useful to the Interpreter. (6) The Organiser is duty bound to inform the Interpreter by telephone (and confirm the subject of this call by e-mail) of any modification to the agenda so that the Interpreter can confirm the feasibility of a possible change to the team of interpreters (availability, etc.) and in order to anticipate any possible supplementary costs. In the case where interpreting equipment or sound equipment is hired via the Interpreter, the Customer shall be responsible (except when otherwise stipulated in the quote) for the distribution and collection of receivers and headphones. Lost / broken equipment shall be invoiced to the customer at cost price (for example: € 270 excl. VAT for receivers/headphones; € 350 excl. VAT for infoport receivers/headphones).

PAYMENT

7) The Interpreter's fees shall be paid by bank transfer within a period of 30 days with effect from the date of invoicing or on the due date indicated on the invoice, if applicable. All invoices shall be revised upwards by a 15% penalty in the case of late payment. This increase shall remain applicable in the case where an extension to the payment deadline is granted. In the case of non-payment of the invoice or the Interpreter's expense bill, the competent court is that of the Interpreter's place of residence.

SPEECHES

(8) Speakers are requested to not read their presentations. If this is not possible, the Organiser shall inform them that their reading speed should not exceed 100 words per minute (3 minutes for an A4 page with double line-spacing). The Interpreter must receive all texts to be read during the conference/meeting, at the latest the day before.

ABOUT THE INTERPRETATION SERVICES

(9) The length of the working day is defined in the quote. The customer accepts to pay extra hours (at the hourly rate set out in the quote) in the case where the programme overruns the allotted time. If this is not mentioned in the quote, the hourly rate shall be € 75 excl. VAT per Interpreter and technician.

Only Interpreters are allowed to use the channels reserved for interpreting.

The Interpreters shall only translate oral speeches. Any interpretation during social meetings (breaks, meals, etc.) is subject to prior agreement and shall be mentioned in the contract.

RECORDING AND LATER USE

(10) Conference, liaison or consecutive interpretation is performed for direct and immediate use by the participants. No recording of the interpretation shall be made, neither by the participants in the conference (or event) nor by any other person without the prior agreement of the interpreter. Any use of the Interpreter's work for other purposes apart from those stipulated in the contract (such as, for example, a recording for drafting the minutes of the meeting or for a broadcast on television, radio or over the internet) is subject to the law on intellectual property and requires the prior agreement of the Interpreter as well as payment thereof defined beforehand.

INTERPRETATION OF FILMS - VIDEOS

(11) This is only possible if the Interpreter has had the opportunity to adequately prepare for such a task (by studying the script and watching the film), if the speed at which the people talk in the video is not too fast and if the sound can be heard directly in the interpreter's headphones.

COMPETENT COURT

(12) ANY DISPUTE LINKED TO THIS CONTRACT WILL BE JUDGED BY THE COMPETENT COURT FOR THE INTERPRETER'S PLACE OF RESIDENCE.