

Article 1: Nature of Services Provided

The services offered by **INTERLINGUA EVENTS** consist of:

- ▶ Management of multilingual communication projects
- Provision of conference and/or liaison interpreters
- Consecutive and/or simultaneous interpretation
- Supply of mobile interpreting equipment and facilities (booths, microphones, receivers/headsets or ultra-lightweight portable devices)
- Technical advice and assistance
- Coordination of the teams
- Accompaniment of delegations
- Cross-cultural mediation
- Provision of sight translators on site
- Provision of voice-over / dubbing of films
- Written translations, adaptation, proofreading, correction, validation
- Subtitling of video tracks
- Management of writing projects (press releases, presentations, invitations, programmes, reports...), editing/rewriting of existing content, transcription of conference proceedings, design and production of documents (brochures, booklets...) and Web content, graphic design, desk top publishing;
- ▶ Peripheral services in event logistics and business tourism such as:
 - Multilingual signage
 - Floral decorations
 - Supply of audio-visual equipment, lighting and sound systems
 - Provision of multilingual hosts and hostesses
 - Photo / video coverage
 - Coordination of security and close-in protection services (in partnership with certified service providers)
 - Selection of restaurants and caterers
 - Organisation of transport
 - Management of hotel reservations
 - Organisation of recreational activities alongside the working sessions.

Article 2: Orders – Terms of Commitment

Issuing a purchase order or returning the estimate signed and accepted or e-mailing approval constitute the client's firm and definite commitment. Modifications or cancellations shall be accepted only within three (3) business days following receipt of the order, whether or not it is accompanied by any down payment as may be stated in the estimate.

After the above said period of time, whatever the nature of the services involved, **INTERLINGUA EVENTS** will invoice all expenses arising from partial or total performance of the order as well as the full amount of project management costs. Moreover, compensation shall be calculated as follows:

- Interpretation:

In the event the organiser forgoes collaboration of the interpreters at the dates and for the terms stated on the estimate, for any cause whatsoever, the amounts corresponding to the provision of the interpreters would be calculated according to the following scale:

- > Cancellation more than 30 days prior to the assignment: 35% of the amount for the service to be provided by them,
- > Between the 29th and 11th day prior to the assignment: 60% of the amount for the service to be provided by them,
- > Less than 10 days prior to the assignment: 100% of the amount for the service to be provided by them.

- Translation:

> In the event of cancellation of an order, payment shall be due for the work supplied by the translator up until the cancellation on the minimum basis of 0.18 €/word (more for some file types or language pairs as specified in the quotation).

> If the cancellation is requested less than three (3) business days prior to the date scheduled for delivery, the total amount of the order shall be due.

Article 3: Terms of Payment

Unless otherwise stated on the estimate and/or in specific cases, projects are subject to down payment of thirty (30) percent % invoiced upon placing the order, and payment of the balance invoiced upon completion of the service provided.

Invoices issued are payable on receipt by bank transfer or cheque in Euros. No discount for cash payment will be applied by **INTERLINGUA EVENTS**.

In the event of default of payment or delay in payment, a penalty at the rate of 3 times the current legal interest rate shall be invoiced. Calculated on the tax-included amount of the invoice, the penalty shall be automatically payable and no reminder is required.

Furthermore, under articles L 441-3 and L 441-6 of the Commercial Code, a flat fee of 40 € for recovery costs shall be rightfully due from the first day of delay in payment.

In the event a debt-collection company is required, fees shall be charged to the client.

Article 4: Confidentiality and non-solicitation

INTERLINGUA EVENTS commits to follow a code of professional ethics and to refrain from communicating any and all confidential information to third parties, except as regards those service providers who are placed in charge of all or part of the service. The service provider is also bound to secrecy and compliance with rules of professional ethics. A confidentiality and non-solicitation agreement shall be signed between **INTERLINGUA EVENTS** and each interpreter / translator on assignment through **INTERLINGUA EVENTS**.

The interpreter / translator agrees not to directly solicit the client for whom **INTERLINGUA EVENTS** has transacted an assignment, and this clause shall prevail for a period of 12 months following his/her assignment. Reciprocally, the client agrees not to solicit and work directly with the interpreters / translators provided by **INTERLINGUA EVENTS**. Therefore, all requests/proposals for services (interpretation and/or translation) coming further to such assignment shall be handled by **INTERLINGUA EVENTS**.

Article 5: Restrictions

Where, in the course of the conference, a text is to be read, the organiser shall transmit a copy beforehand to the interpreters through **INTERLINGUA EVENTS**. The interpreters are not obliged to give oral translation of written speeches for which they have not received the text with sufficient time to review it. This observation concerns only texts to be read word for word and not speeches for which the written text is only a support for the speaker.

Where films are projected during the meeting, the sound track will be interpreted only if the script has been given in advance to the interpreters and if the sound is directed to them through earphones.

Article 6: Recordings of the interpreters' channel – copyright

The service provided by the interpreters is normally intended exclusively for direct and instantaneous listening. No recording, including by the audience, may be made without their prior consent. Exceptionally, a recording of the interpreter's channel may be authorised upon request insofar as the client commits not to make any commercial use thereof, and not to upload it on the Internet and in any event not to use it to challenge the quality of the interpretation.

Nevertheless, we appreciate that it is important for certain customers to record, reproduce and present a few hours of the interpreting services made on their behalf, and to use these recordings for the promotion of their international activity and/or to publish them online.

In this case, and while respecting moral rights, we may transfer to our customer the intellectual property rights related to some of our services, provided that we are given sufficient notice to call on interpreters who allow the relevant services to be recorded, and that the recordings are not used in any way to challenge the quality of the interpretation.

At the express request of the customer, the rights are usually transferred for 20% of the price of one day's interpreting, irrespective of the length of the recordings made in the course of the day, in accordance with the provisions of applicable international copyright agreements.

Article 7: Liability

In the event of dispute as to the quality of our work, the client shall be obliged to inform **INTERLINGUA EVENTS** by registered letter within a maximum period of eight (8) calendar days following performance of the service or following receipt of written work. After the above stated time period lapses, complaints shall not be accepted, whether or not there are any reservations on the acknowledgment of receipt of a written work.

Defects noted in any part of a translation may not in any event invalidate the entire work, and **INTERLINGUA EVENTS** reserves the right to proceed to any corrections deemed necessary within the shortest possible time. In any event, **INTERLINGUA EVENTS** shall not be morally or materially liable for claims based on subtleties of style.

Delivery lead times for written work are stated for guidance purposes only. Delays in delivery may not in any event give rise to damages or cancellation of an order. The delivery date stated in an estimate is valid in any case wherein the estimate is given immediate acceptance, and a postponed order shall postpone the delivery date by the time of postponement, considering the time required for performance of the work.

Translations are and shall remain the property of **INTERLINGUA EVENTS** up until payment of the full amount of the relevant invoices.

Final corrected proofs: translations which are to be printed must be proofread and corrected by our services; failing this, **INTERLINGUA EVENTS** declines all responsibility.

Original documents: the client shall take all measures he/she may deem necessary for insurance coverage of the original documents as well as any objects sent in to **INTERLINGUA EVENTS**.

Article 8: Force majeure or unforeseen circumstances

Are considered as unforeseen circumstance or force majeure event releasing **INTERLINGUA EVENTS** from all liability and damages, the occurrence of total or partial strikes, lockouts, disruptions of transport, shortage of raw materials or energy supply, accidents or mishaps including but not limited to explosion, fire, meteorological incidents (storm, lightning, frost, flood, cyclone...), riots, theft.

In the event of force majeure event or any other circumstance beyond our control resulting in serious interference with the contractual economy, we shall either choose to suspend performance of the contract or proceed to termination of the contract, without compensation in either case.

Article 9: Disputes and Territorial Competence

In the event of disagreement arising from performance of these general conditions of sale, failing amicable arrangement, only the courts of Nantes shall be competent, even in case of third parties, plurality of defendants, and notwithstanding any clause to the contrary and whatever the nationality of the client.

Only the French version of these general conditions of sale shall prevail.

Article 10: Acceptance of the Client

The client expressly accepts these general conditions of sale and further declares and acknowledges having perused the content thereof. The client shall not therefore give precedence to any other contrary document and namely, the client's own general conditions of purchase.

March 2017

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