General Terms and Conditions

SMILE-Tanslations Organisation GmbH Zögernsee 23 A-2000 Stockerau/Wien

In the following you will find an extract of our General Terms and Conditions in English. In case of doubt the German version shall apply.

INTERPRETING

1.) GENERAL

An interpreter is able to interpret for max. 45 minutes, usually a team of two interpreters is needed who take turns after 30 minutes, otherwise there is no guarantee for the quality of the interpreting.

We offer half day (up to 4 hours incl. breaks) and full day charges (up to 7 hours incl. breaks).

After 4 hours or outside Vienna a full day is charged automatically, after 7 hours every begun hour is invoiced as extra hour.

2.) RECORDING/LIVE STREAMING

Any recording/live streaming or any other form of publishing of the interpreting will be invoiced with an additional 50% of the total amount. Any copy right/publishing rights will thus be transferred to the customer. If recordings of the interpreting is published after the assignment is fulfilled, it will be invoiced subsequently.

Disclaimer: Interpretating serves to facilitate communication and does not constitute an authentic record of the proceedings. The floor language is the only authentic version. No liability shall be incurred by the interpreters in the exercise of their function.

3.) TRAVELLING

If the interpreters need to travel to or from the venue one day before or after the event/conference, additional costs of a half day per interpreter per travelling day arise according to Austrian law. If time of travelling from place of residence to the venue of the conference, etc. takes longer than 6 hours a full day will be charged.

We definitely try to book interpreters close to the venue of the conference/event. However, if this is not possible, assignments outside of Vienna are always invoiced as full days (no half day prices). This also applies for interpreters who need to be flown in from other countries.

Travel expenses are due from residence to venue and back (train ticket first class, mileage, plane tickets, etc.) according to Austrian law.

4.) FURTHER EXPENSES

We kindly ask you to arrange for breaks and lunch for the interpreters and the technicians, otherwise the expenses for lunch, etc. will be invoiced separately and are to be paid by the customer. If the assignment lasts longer than a day and takes place outside of Vienna, dinner needs to be arranged, as well, for the interpreters and the technicians, otherwise these expenses will also be invoiced separately.

If the organizer of the conference/event does not take over all expenses of the assignment (meals, accommodation, etc.), all necessary expenses of the interpreters are invoiced after the conference/event.

5.) CANCELLATION CONDITIONS:

The booking of interpreters needs to be in writing (e-mail) and needs to be with SMILE-Translations Organisation GmbH six weeks before the conference latest (two weeks before liaison assignments and negotiations). The following conditions apply in the case of a cancellation:

- 6 5 calendar weeks before the conference: 50% of the total costs
- 4 calendar weeks before the conference: 75% of the total costs
- less than 3 calendar weeks before the conference 85% of the total costs
- less than 1 calendar week before the conference 100% of the total costs

6.) TECHNICAL EQUIPMENT

The general terms and conditions of our partners apply. All costs (accommodation, meals, etc.) of the technician on site are taken over by the organizer/customer.

7.) (CONFERENCE) MATERIAL / BACKGROUND INFORMATION

We kindly ask you to send speeches, notes, presentations and any background information necessary for the conference 2 weeks before the conference latest. Otherwise we cannot guarantee an appropriate preparation of the interpreters.

Interpreters are not obliged to interpret any speech, presentation, etc. which is read at a velocity which cannot be interpreted.

8.) PAYING CONDITIONS

Payment is due within 14 calendar days after the invoice has been sent. With first time customers with assignments beyond € 1,000 incl. VAT, an advance payment of 100% of the total costs is due three weeks before the conference/event takes place. If the respective amount of money is not paid in time, SMILE-Translations Organisation GmbH will reserve the right to esteem the assignment as cancelled and thus will not send any interpreters, however, will still invoice the full amount.

One calendar month after the 14 calendar days 9.75% p.m. of interest rates excl. reminder costs.

9.) PROJECT MANAGEMENT

If necessary adequate additional costs for project management are invoiced, min. 25% of the sum total. If more than 2 interpreters are sent to another country or if more than two interpreters are needed outside Vienna, a project coordinator from our headquarters needs to be sent with them, accommodation and flight for this person is to be paid by the customer.

10.) Remote / distance interpreting

SMILE-Translations Organisation GmbH and all freelance interpreters working for SMILE-Translations Organisation GmbH do not take any responsibility or liability for internet failure, technical failures or technical breakdowns of any kind **during the video conference** / **transmission of interpretation** via the internet. SMILE-Translations Organisation GmbH and all its freelance interpreters are not responsible or liable regarding encryption and protection of data. SMILE-Translations Organisation

GmbH and its freelance interpreters is to be held harmless against any issues regarding remote/distance interpreting /failure of any kind in this respect.

11.) Al-interpreting solutions

SMILE-Translations Organisation GmbH do not take any responsibility or liability for AI interpreting solutions. SMILE-Translations Organisation GmbH is to be held harmless against any issues regarding AI interpreting solutions.

TRANSLATIONS

For an English version of the General Terms and Conditions for translations, please get in touch.