

General Terms and Conditions for Interpreting Services of the Agency of the Interpreters' and Translators' Association (DÜV)

1. Scope

These General Terms and Conditions govern the content of the contract between the Interpreters' and Translators' Association or its agency (hereinafter referred to as "DÜV") and its clients for the provision of interpreting services. Individual agreements between the parties shall take precedence over these General Terms and Conditions (hereinafter referred to as "GTC"), provided that the individual agreements can be proven to have been made in writing. A client's own General Terms and Conditions shall only apply if they have been expressly accepted by DÜV in writing in that specific case.

2. Content of services

DÜV offers services provided by qualified freelance interpreters.

As a rule, DÜV follows the recommendations of the International Association of Conference Interpreters (AIIC) with respect to the size of the interpreting team and the maximum amount of time spent interpreting by each member, the language combination and the technical equipment required.

DÜV is free to decide which interpreters to deploy and may replace them on short notice prior to an interpreting assignment. DÜV designates a team head for every interpreting team who then acts as the client's contact in addition to the DÜV office.

DÜV warrants that the contract shall be carried out carefully and in accordance with the established rules and standards of the profession and, in particular, in compliance with the client's time frame and other specific specialist requirements.

The technical equipment (booths and sound equipment in particular) required for the interpreting assignment will only be a part of the service provided by DÜV if this is expressly stipulated in the contract. Otherwise, it shall be the client's responsibility to procure the technical equipment (see second paragraph of clause 3 below).

3. Client cooperation

The client shall make available, in a timely manner, any and all documents (in particular, manuscripts of speeches, work schedule, agenda, minutes, PowerPoint presentations and, if applicable, film material) that are necessary and useful for both the preparation and provision of the service.

It shall be the responsibility of the client to ensure that the technical equipment required for the interpretation is available, that it is in working order and that it meets the required industry standards.

4. Rates

The agreed rates are flat rates and based on a specific, mutually agreed provision of services. They may also include coverage of the interpreters' flat rate expenses. Usually, a

supplementary fee is payable for any secondary use of an interpretation (see third paragraph of clause 8 below).

Unless expressly indicated otherwise, the rates shall be in Swiss francs and exclusive of VAT.

As a rule, invoices from DÜV are payable within 15 days of receipt.

DÜV may request full or partial advance payments or shorten the payment deadline. Should the client fail to pay by the agreed date, DÜV reserves the right to refuse the provision of the service without being considered in default of performance. The rate agreed shall remain owed.

Should the client fail to meet the payment deadline, they shall be subject to a default interest of 5% p.a. After the second reminder, the client shall owe a reminder fee of CHF 30 for each reminder.

5. Cancelled events

The client is required to pay the agreed rate even if the event for which the interpretation services were booked is cancelled.

If the event cannot be held due to force majeure or an official ban, however, the rate will not be owed. The client will nevertheless be required to pay appropriate compensation for the time expended by DÜV and the designated interpreter(s) (specifically including preparation time).

6. Right to a reduction/right to rescission in the event of deficient performance of service

If a designated interpreter is unavailable on short notice, DÜV will make every effort to ensure an equivalent replacement is provided in a timely manner, if possible.

If an interpretation is poor and the deficiency can be attributed to DÜV's sphere of responsibility, the client has the right to a commensurate reduction in rate or, in the event of serious deficiencies, the right to rescind the contract. Under the above conditions, deficiency is assumed if the interpreters, in breach of contract and due to their own fault, do not arrive at the location of the assignment or arrive with a significant delay, if not all agreed language combinations are interpreted, or if an interpretation clearly does not meet the professional standard.

Any complaint about deficient provision of service must be made within two weeks following the last day of the interpreting assignment. Otherwise, any rights with respect to deficiencies shall be forfeited.

General Terms and Conditions for Interpreting Services of the Agency of the Interpreters' and Translators' Association (DÜV)

7. Limitation of liability

DÜV may only be held liable for damages by clients to the extent that intentional or grossly negligent conduct by its governing bodies can be proven. Insofar as vicarious agents (employees of DÜV, interpreters) make mistakes, any liability for damages is excluded. Furthermore, a condition for any liability is that the right to a reduction/right to rescission be claimed within the time limit specified in clause 6.

8. Intellectual property and personality rights

The client grants DÜV and the interpreters assigned the right to translate the deliverances that are to be interpreted into another language.

DÜV grants the client the right to use the interpretation for the purpose evident from the interpreting contract. In addition to the interpretation copyright, this right also extends to the voice of the interpreter.

Unless otherwise expressly agreed, any secondary use of the interpretation (audio recording, webcast, video recording, publication on the internet/intranet, etc.) is not permitted. If the client wishes a secondary use, they must inform DÜV accordingly prior to the conclusion of the contract. DÜV usually agrees to secondary use but requests a commensurate additional fee. Usually, no additional fee is owed if a sound recording of the interpretation is made solely for the purpose of having it on record.

The client shall advise the participants of any event in advance that film and/or audio recordings using a mobile phone or other device are not permitted. If participants nevertheless make such recordings, the client shall owe an additional fee in any case for this secondary use. All other rights of DÜV and the interpreters assigned remain reserved.

9. Confidentiality

DÜV undertakes to treat all information of which it gains knowledge in the course of performance of the contract as strictly confidential, insofar as such information is not in the public domain and undertakes not to use such information either for its own benefit or that of third parties. DÜV shall place the interpreters assigned under the same obligation.

DÜV and the interpreters concerned will only sign a separate confidentiality agreement if this is expressly agreed.

10. Jurisdiction and applicable law

Swiss law is exclusively applicable to any legal relations between DÜV and its clients. The exclusive place of jurisdiction for any disputes between DÜV and its clients is the registered office of DÜV.

October 2021