

GENERAL TERMS AND CONDITIONS

Interpreting Services

Dialogue, Accompanying, Conference, Video and Telephone Interpreting

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Provider
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§ 1 Provider and Scope of Application

(1) These General Terms and Conditions ("GTC") apply to all contracts for interpreting services concluded between the provider identified above ("SprachenSchmiede") and its customers.

(2) A consumer is any natural person who enters into a legal transaction for purposes that are predominantly outside that person's trade, business or independent professional activity (Section 13 of the German Civil Code (Bürgerliches Gesetzbuch – BGB)). A business customer (Unternehmer) is a natural or legal person or a partnership with legal capacity who or which, when entering into a contract, acts in the course of its trade, business or independent professional activity (Section 14 BGB). Unless otherwise specified, "customers" within the meaning of these GTC include both consumers and business customers.

(3) Any terms and conditions of the customer that deviate from, conflict with or supplement these GTC shall form part of the contract only if SprachenSchmiede has expressly agreed to their applicability in text form. Individually negotiated agreements shall take precedence over these GTC.

(4) The version of these GTC in force at the time the contract is concluded shall apply. Separate terms and conditions apply to other services provided by SprachenSchmiede.

§ 2 Conclusion of Contract

(1) The presentation of services on the website is non-binding and does not constitute a binding offer; rather, it constitutes an invitation to the customer to submit an offer (by placing an order, making a booking or submitting an enquiry).

(2) Orders placed through the online shop: By clicking the button labelled "Order with obligation to pay" ("Zahlungspflichtig bestellen"), or another button with comparably unambiguous wording, the customer submits a binding offer to conclude a contract. Before submitting the order, the customer may review and correct the details entered during the ordering process. SprachenSchmiede acknowledges receipt of the order by email; this acknowledgement of receipt does not yet constitute acceptance. A contract is concluded when SprachenSchmiede accepts the order in text form (by issuing an order or booking confirmation) or commences performance of the service.

(3) Individual quotations: For interpreting assignments, SprachenSchmiede prepares a quotation based on the information provided about the assignment. Unless stated otherwise, the quotation is binding for 14 days from receipt and sets out the services, remuneration, dates or deadlines and, where applicable, third-party services. The contract is concluded when the customer accepts the quotation in text form (email being sufficient).

(4) SprachenSchmiede retains the contract text and sends the customer the order details and these GTC by email after conclusion of the contract. These GTC may be accessed and saved at any time on the SprachenSchmiede website.

(5) The contractual language is German. Communication may also take place in English or Arabic by agreement; however, the German version of the contractual documents shall remain authoritative.

(6) Unless otherwise provided in these GTC, contracts with consumers are concluded only with persons who have reached the age of majority.

§ 3 Services and Assignment Specifications

(1) The subject matter of the contract is the provision of interpreting services, whether on site, by video or by telephone, as dialogue, accompanying or conference interpreting and, where offered, as simultaneous or consecutive interpreting.

(2) The assignment specifies the language combination, date, time and time zone, venue or video link, purpose of the event, subject areas, number of participants, duration of the assignment, breaks, technical equipment and any confidentiality requirements.

(3) Interpreters shall convey the meaning and full content of what is said and are bound by duties of impartiality and confidentiality. They shall not take sides or provide specialist or legal advice.

(4) Interpreting before courts or public authorities by an interpreter who has taken the relevant oath shall be owed only where this has been expressly agreed and the requisite qualifications and authorisation are held.

§ 4 Preparation and Customer Cooperation

(1) The customer shall provide agendas, speech manuscripts, presentations, glossaries, technical terms and lists of names as early as possible, preferably at least three working days before the assignment. The quality of interpreting also depends on sound quality, speaking speed and subject-matter preparation.

(2) For on-site assignments, the customer shall ensure suitable working conditions (e.g. an unobstructed view of the speakers, a seat and drinking water). For simultaneous interpreting, the necessary equipment, booths and team size shall be specified in the quotation; assignments lasting more than one hour will generally be performed by a team of two interpreters.

§ 5 Changes of Date and Cancellation

(1) Changes of date and cancellations must be communicated to SprachenSchmiede in text form as early as possible. Rescheduling is subject to the availability of the interpreter.

(2) If the customer cancels a bindingly agreed assignment, the following shall apply, subject to any different provision in the quotation: cancellation up to 14 days before the start of the assignment is free of charge. If cancellation occurs between 13 and 7 days before the start, 30% of the agreed fee shall be charged; between 6 days and 48 hours before the start, 50% shall be charged; and thereafter, or in the event of non-attendance, 80% of the agreed fee shall be charged. Third-party costs already incurred that cannot be cancelled shall be charged in addition.

(3) The customer retains the right to demonstrate that SprachenSchmiede has incurred no expenditure or loss, or substantially lower expenditure or loss. The flat-rate amounts take account of expenses saved and income obtained from alternative work.

(4) If SprachenSchmiede is unable to carry out an assignment, it shall, where possible, arrange an equivalently qualified replacement or an alternative solution agreed by both parties. If neither is possible, no remuneration shall be payable for the assignment; the customer's statutory rights remain unaffected.

(5) If an assignment is shortened or terminated on the day of the assignment at the customer's request, the agreed assignment time shall be payable, less any expenses saved.

§ 6 Remote Interpreting and Technical Disruptions

(1) For video and telephone interpreting, the quotation shall specify who is responsible for providing the platform. The customer shall ensure a stable internet connection, suitable headsets and good sound quality on their side. A brief technical test before the assignment is recommended.

(2) Disruptions for which SprachenSchmiede is responsible shall, where possible, be remedied by subsequent performance or corrective performance; otherwise, the remuneration shall be reduced accordingly. If the disruption results from circumstances within the customer's area of responsibility, the right to remuneration shall remain unaffected. Statutory rights remain unaffected.

§ 7 Quality, Complaints and Recordings

(1) SprachenSchmiede is obliged to provide interpreting services with due care and fidelity to the meaning of the spoken content, within the agreed assignment specifications. No particular outcome of the conversation or event is owed.

(2) The customer should notify SprachenSchmiede of complaints in text form as promptly as possible. The customer's statutory rights remain unaffected; no time limit excluding claims applies.

(3) Audio or video recordings of the interpreting service by the customer or third parties require the interpreter's prior consent and, insofar as third-party data are affected, a lawful basis under data protection law. SprachenSchmiede itself does not make recordings.

(4) No rights of use are granted in respect of the interpreting service as such unless a recording has been expressly agreed.

§ 8 Prices and Payment

(1) The prices communicated to the customer before conclusion of the contract shall apply. These are total prices stated in euros.

(2) Value added tax (VAT): SprachenSchmiede currently qualifies as a small business within the meaning of Section 19 of the German Value Added Tax Act (Umsatzsteuergesetz – UStG). Accordingly, no VAT is included in the stated prices or shown separately.

(3) If SprachenSchmiede ceases to qualify for the small-business VAT exemption (e.g. because the statutory turnover thresholds are exceeded or the exemption is waived), it shall, from that point onwards, show the VAT required by law in respect of newly concluded contracts. Consumers shall then be quoted total prices inclusive of VAT; contracts already concluded with consumers shall remain subject to the agreed price. In contracts with business customers, VAT legally due shall be payable in addition to the agreed price if the service is not performed until after the small-business exemption has ceased to apply; quotations may then state net prices plus VAT.

(4) The payment methods displayed during the checkout process are available in the online shop (currently, in particular, PayPal and card payment). Payment is due upon completion of the order unless otherwise agreed in the quotation. Where payment is by invoice, the invoiced amount must be paid in full within 14 days of receipt of the invoice, unless a different payment period has been agreed.

(5) Remuneration is based on the quotation (hourly, half-day or daily rate, or a flat fee). Assignment time is the period from the agreed start until the end of the assignment, including any periods during which the interpreter is required to remain available. Preparation time shall be charged only if specified in the quotation.

(6) Any minimum booking duration shall be set out in the quotation. If no minimum duration is stated, the agreed assignment time shall apply. If an assignment is extended at the customer's request, the additional time shall be charged proportionately at the agreed rate in blocks of 30 minutes commenced.

(7) Travel expenses, travel time, accommodation, subsistence allowances and costs of interpreting equipment shall be charged only if specified in the quotation or agreed in advance.

(8) In the event of late payment, the statutory provisions shall apply.

(9) The customer may set off claims only if they are undisputed or have been established by a final and binding court judgment. The customer may exercise a right of retention only insofar as it arises from the same contractual relationship.

§ 9 Consumer Right of Withdrawal

(1) Consumers have a statutory right of withdrawal in respect of distance contracts. Details, in particular the withdrawal period, the procedure for exercising the right and the consequences of withdrawal, are set out in the withdrawal instructions together with the model withdrawal form, which are made available to the customer before the order is submitted and may be accessed on the website.

(2) If SprachenSchmiede begins performance of the service at the consumer's express request before the withdrawal period has expired, the statutory provisions (Sections 356 and 357a BGB) shall apply with respect to payment for services already provided and the early expiry of the right of withdrawal upon full performance. The information and declarations required for this purpose are contained in the withdrawal instructions.

(3) Business customers have no statutory right of withdrawal. Statutory rights of termination, rescission and remedies for defects remain unaffected.

§ 10 Confidentiality and Data Protection

(1) SprachenSchmiede shall treat the customer's non-public information and documents as confidential and protect them by appropriate technical and organisational measures.

(2) SprachenSchmiede may engage employees and subcontractors to perform the services unless performance by a particular person has been agreed. Such persons shall be bound by confidentiality obligations. SprachenSchmiede remains responsible for performance in accordance with the contract. Statutory duties of disclosure and retention remain unaffected.

(3) Personal data shall be processed in accordance with applicable data protection legislation. Further details, in particular concerning videoconferencing services, payment service providers, communications and assignment documents, are set out in the privacy policy on the SprachenSchmiede website.

(4) The duty of confidentiality covers all content of the assignment and all documents provided. Notes taken by the interpreter shall be destroyed or stored confidentially after the assignment and shall not be disclosed to third parties.

§ 11 Liability

(1) SprachenSchmiede shall be liable without limitation for intentional misconduct and gross negligence, for loss or damage arising from injury to life, limb or health, for defects fraudulently concealed, where a guarantee has been assumed, under the German Product Liability Act (Produkthaftungsgesetz), and in all other cases in which liability cannot be excluded or limited under mandatory statutory provisions.

(2) In the event of a slightly negligent breach of essential contractual obligations, liability shall be limited to the loss or damage typical of the contract and foreseeable when the contract was concluded. Essential contractual obligations are obligations whose fulfilment is necessary to enable the contract to be performed properly and on whose observance the customer may normally rely.

(3) In all other respects, liability for slightly negligent breaches of duty is excluded. The foregoing limitations of liability shall also apply for the benefit of SprachenSchmiede's employees, legal representatives and persons engaged to perform its obligations.

(4) The customer's statutory remedies for defects remain unaffected.

(5) SprachenSchmiede shall not be liable for the content of what is said, for decisions taken by participants in the conversation or event, or for the outcome of the conversation or event. Statutory liability for breaches of duty in the provision of the interpreting service remains unaffected, subject to the provisions of this section.

§ 12 Force Majeure and Unforeseeable Impediments

(1) In the event of extraordinary occurrences for which neither contracting party is responsible and which render performance wholly or partly impossible or significantly more difficult (e.g. natural events, measures taken by public authorities, illness of the assigned interpreter, or failure of electricity or telecommunications networks), the rights and obligations of the parties shall be governed by the statutory provisions. Both parties shall inform each other without delay and endeavour to reach a reasonable, mutually agreed solution.

(2) Fees already paid for services not provided shall be refunded insofar as the services are not subsequently performed. There is no further exclusion of claims for reimbursement.

§ 13 Applicable Law, Jurisdiction and Final Provisions

(1) The law of the Federal Republic of Germany shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). For contracts with consumers, this choice of law applies only insofar as it does not deprive the consumer of the protection afforded by mandatory provisions of the law of the country in which the consumer has their habitual residence.

(2) If the customer is a merchant within the meaning of German commercial law, a legal person under public law or a special fund under public law, the registered place of business of SprachenSchmiede shall be the exclusive place of jurisdiction for all disputes arising from the contractual relationship. For consumers, the statutory rules on jurisdiction shall apply.

(3) SprachenSchmiede is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration body.

(4) Should individual provisions of these GTC be or become invalid in whole or in part, the validity of the remaining provisions shall remain unaffected. The statutory provisions shall apply in place of the invalid provision (Section 306 BGB).