# **General Terms & Conditions - Interpreters**

**1. General Clause**

The General Terms and Conditions of the Interpreter take precedence over those of the party contracting the services (hereafter 'the Contracting Party'), who waives their own unless the Parties expressly agree otherwise.

**2. Acceptance and Confirmation of an Interpreting Assignment**

The contract is always concluded between the Interpreter and the Contracting Party who is financially responsible for payment of the performance of the service.

The Contracting Party must allow the Interpreter to assess whether they are able to accept the proposed Assignment by providing them with the necessary information pertinent to the subject, the participants and to the place and the duration of the meeting or the conference.

The Interpreter confirms every assignment in writing or by email, whether the assignment was offered to them in writing, email or orally. The confirmation of the assignment, accompanied by these General Terms and Conditions of sale, is deemed contractually binding between the parties.

**3. Responsibilities and obligations**

**A. Of the Interpreter**
The Interpreter undertakes to reproduce orally discourse expressed in a foreign language. They must reproduce the discourse to the best of their abilities and pursuant to the accepted practices of the profession. As a member of the Belgian Chamber of Translators and Interpreters (hereafter the “BCTI”), the Interpreter undertakes to supply high quality work according to the working conditions (see the BCTI’s explanation on <https://www.cbti-bkvt.org/fr/practical-info/interpreters>)

The Interpreter only interprets spontaneous discourse or remarks. Any interpreting during informal moments (breaks, meals, etc.), will be subject to a prior agreement and may result in an increase in fees. Videos will not be interpreted unless the Interpreter has had an opportunity to view them or has received the script(s) beforehand, provided that the speaking rate of the people in the said fragment is not too fast and that the Interpreter can hear the speakers clearly through their headset.

The interpreting service only ensures promoting communication between the various parties and may not be considered an authentic reproduction of the speech, the meeting or the conference.

The Interpreter may not be held liable for any harm caused to the Contracting Party or to third parties due to the service provided or to be provided unless there is malicious intent or gross negligence on the part of the Interpreter.

The Interpreter will not be held liable for failure of the equipment (interpreting booth, audio guide) used by the Interpreter, unless the Interpreter also assumes responsibility for the technical component(s). Where appropriate, the Interpreter undertakes to rent high quality equipment from a reliable supplier. This limitation of liability also applies to remote simultaneous interpreting (RSI) carried out on an on-line platform (from an interpreting studio or the interpreter’s office). In this last case, an obligation of means prevails and the Interpreter undertakes to respect the reasonable and professional rules of remote interpreting, like those related to use in the sector (using a sufficiently powerful computer, a wired internet connection and a professional headset fitted with a USB port, as well as maximum ambient noise limitation). The Interpreter may never be held liable for technical malfunctions (including, in particular, but not limited to interruptions in internet connection, computer failure, failure of the platform used, untimely ambient noises beyond their control, e.g. road works, etc.). If the sound or image quality makes it impossible for the Interpreter to continue their assignment, the Interpreter is entitled to report it and to suspend the interpreting assignment, without being held liable.

The Interpreter is not liable for delay in performance of the work if it is the result of an illness, an accident, a temporary work incapacity or a case of *force majeure* in general (including, but not limited to, strikes, demonstrations, flight or train delays, political instability, terrorist threats, exceptional traffic or meteorological conditions, pandemics, etc.). Nevertheless, the Interpreter will be responsible for informing the Contracting Party within a reasonable time.

In all cases, the Interpreter's liability is limited to the amount of the fees agreed or, as necessary, to the maximum amount of the liability insurance. The Contracting Party is responsible for the deductible of this policy.

**Professional Secret, Confidentiality and Processing of Personal Data**

The Interpreter is bound by the obligation of professional secrecy. This means that the Interpreter will process in strict confidence any non-public data made available to them by the Contracting Party. The Interpreter will not be held liable for the loss of or damage to the documents or the information made available to them, unless there is a deliberate wrongful act or gross negligence on the part of the Interpreter. Moreover, the Interpreter may not be held liable for the unauthorised access to personal or confidential data when this access is obtained without their knowledge or if they were not in a position to control it.

The Interpreter undertakes to observe the provisions of the General Data Protection Regulation (EU) 2016/679. In particular, the Interpreter only processes personal data that is necessary for the performance of the contract. The personal data is only kept for the time necessary to achieve the purpose for which these data is processed. Data subjects have the right to ask the Interpreter for access to, correction of or deletion of their personal data, and this only on condition that the processing of personal data has no other legitimate purpose.

**B. Of the Contracting Party**
The Contracting Party will ensure that the Interpreter can carry out their assignment under optimal conditions. Pursuant to the contract concluded between the Contracting Party and the Interpreter, the Contracting Party will ensure that they have high-performance professional interpreting equipment (the BCTI has a list of known professional installers in Belgium): equipped interpreter’s booth, audio guide, on-line platform, etc. If the remote simultaneous interpreting (RSI) is to be held on an on-line platform (in an interpreting studio or from the interpreter’s office), the Contracting Party will ensure that the Interpreter can see the speaker(s) and the presentations being used, and that each speaker and participant has a headset with microphone with good sound quality. In this context, reference is made to the AIIC’s recommendations as set out and amended by the BCTI (see <https://www.cbti-bkvt.org/fr/publications/isd>).

Before executing the contract, and as soon as it is available to the Contracting Party, the Contracting Party will give the Interpreters access to all information (agenda, reports, presentations, texts) that may be of use in the proper performance of the requested service. The Interpreter will be informed beforehand of any changes to the programme or the agenda so that they can assess whether these changes are feasible, or if the tariff or anything else will need to be adjusted. If the assignment is extended beyond the time previously agreed, any additional hour started will be invoiced pursuant to the rate agreed or, failing agreement, at the rate of x EUR per hour. During performance of the assignment, the Contracting Party undertakes to provide as quickly as possible all information that may be useful to the Interpreter in the performance of their work to the best of their abilities.

The Contracting Party will release the Interpreter from all third-party claims that may result from or be connected to the activities that the Interpreter is performing on behalf of the Contracting Party.

If necessary and pursuant to Article 12 of the 22 March 1986 Copyright Law, the Contracting Party is deemed to have acted as the author of the text to be interpreted and expressly authorizes its interpretation.

**4. Intellectual Property**

The Interpreter is the copyright holder of the interpreting service.

Recording the interpreting service on audio or video devices or on any other computer medium is not permitted without the prior consent of the Interpreter. This also applies when the interpreting service is carried out on an on-line platform for remote simultaneous interpreting. Before the Interpreter is asked to consent to recording their interpreting service, the objective and use of said recording should be specified. In this context, the Interpreter is entitled to request an increase in their fees for the added value represented by the recording.

In all cases, the interpreting service should be considered a tool that promotes communication and no recording may be used to challenge the accuracy of the interpreting.

**5. Cancelling an interpreting job**

If the Contracting Party unilaterally cancels the interpreting job, the Contracting Party will be liable for payment of compensation. If the job is cancelled more than x weeks before the agreed date/period, the compensation will be set at x% of the agreed fees. If the job is cancelled less than x weeks/days before the agreed date/period compensation will be set at x% of the agreed fees. If the contract is cancelled, the Contracting Party are, in every case, responsible for refunding any sunk costs incurred, like costs related to travel and accommodation as well as rental fees for equipment.

**6. Claims: deadlines for introduction and reasoning**

On pain of nullity of the contract, any claim related to the service provided is to be sent by recorded delivery within eight (8) days from the date of performance of the service. An interpreting service is considered completed when the interpreter(s) leave(s) at the end of the meeting or the conference.

Any claim related to the accuracy of the invoice or of the fee note should be communicated within eight (8) days of the date of issue of the invoice. An uncontested invoice/fee note is deemed to have been accepted.

A claim does not interrupt the term for payment. A partial payment of an invoice cannot in itself be considered a claim.

Claims or complaints entered within the contractual deadline should be accompanied by reasonable justification. An unjustified complaint will not be deemed a reason for not paying the invoice or the fee note.

If the Contracting Party and the Interpreter are unable to arrive at an amicable agreement, one or both of the Parties may submit the dispute to the Arbitration Committee of the Belgian Chamber of Translators and Interpreters. However, at least one of the Parties must be a member of this Association.

**7. Payment**

The Interpreter's invoices or fee notes must be paid within 30 days from the date the invoice is issued, net and without discount.

If the Contracting Party fails to pay the invoice in full or in part by the due date, without sufficient reason, the outstanding amount is increased, after a formal notice served remains without effect, by 12% per year, with a minimum of 50.00EUR and a maximum of 1,500.00EUR, even if an extension to the deadline is granted.

The place of payment is the Interpreter's domicile (if a one-person undertaking) or their headquarters (if a corporation).

**8. Competent Jurisdiction**

If a dispute arises between the Interpreter and the Contracting Party, the Court that is competent to hear the dispute is that of the Interpreter's domicile (if a one-person undertaking) or their headquarters (if a corporation).

These General Terms and Conditions are governed exclusively by Belgian Law.