



General terms and conditions

Interpreting services

Scope of application

These general terms and conditions apply to all interpreting services provided by L&T, of whatever type or content, and irrespective of the place where they are provided.

By purchasing one of these services, the customer is considered to have accepted these general terms and conditions without reservations. These general terms and conditions take precedence over the terms of purchase unless formally accepted in writing by L&T.

Outsourcing

If need be, L&T reserves the right to use professional interpreters who are not inhouse interpreters without specifically having to inform the client.

Quotations and orders

A quotation specifying the nature and the purpose of the service is prepared for every request. Once accepted by the customer, the quotation is considered a firm and final order. Any order must be confirmed by the customer in writing (fax, email) or by an advance payment. L&T reserves the right to withhold provision of the service until then.

Invoicing

Advance payment of 50% may be required on any order worth more than 1500 € (one thousand five hundred Euros) before tax. Where this is the case, provision of service will not commence until the corresponding sum has been received.

The rates applied for issuing invoices are those in force at the time the order is placed (and on which the quotation is based, as appropriate).

Invoices will also include any additional services that may have been provided over and above the initial order or quotation (e.g. exceeding allotted time, other price supplements, etc.).

The travel and subsistence costs of interpreters are charged additionally, at cost price. The corresponding

receipts are available on request from L&T.

Method of payment

Unless otherwise agreed, invoices are net and without discount and are payable cash within 15 days.

If sums that are due to L&T remain unpaid by the contractual deadline and a payment reminder remains without effect, default interest will be applied, based on the Bank of France (*Banque de France*) discount rate in force on the date when the said payment was due. This clause in no way exempts the customer from the requirement to pay the totality of the amounts due with immediate effect.

For any late payment, followed by a payment reminder remaining unheeded, the customer will be charged, in addition to the principal sum, a non-reducible penalty as understood by Article 1229 of the French civil code, amounting to 10% of the amounts remaining due. This is independent of the application of default interest.

In the case of late payment, L&T reserves the right to suspend any orders in progress.

Payment may be made by:

Bank cheque made out to
Langues et Technique.

Bank transfer to
Langues et Technique:
BNP Paribas, 37-39 rue d'Anjou,
75018 PARIS
IBAN: FR76 3000 4002 7400 0106
6080 458
Code BIC: BNPAFRPPXXX

Cancellation

If an order for interpreting services considered firm and final is cancelled by the customer, the service shall be charged in full if the cancellation is notified less than 10 calendar days before the date agreed for provision of the said service to begin and at 50% when the cancellation is made more than 11 calendar days before the date agreed for provision of the service to begin.

Liability

The services provided by L&T are subject to an obligation to exercise due care.

Should L&T be held liable by the customer for non-execution or unsatisfactory execution of the contract and proof to this effect is provided by the customer, any compensation will be limited to the direct prejudice sustained by the customer. In no cases can this compensation exceed the amount charged for the service in question.

Moreover, the interpretation is in no way an authenticated recording of the meeting. Simultaneous interpretation of the meeting is provided solely for the purpose of facilitating communication between the participants in the meeting. Only the original speech or the revised written translation of the speech shall be authentic. In case of differences between the original speech and the simultaneous interpretation, the original speech (or the revised written translation) shall prevail.

Claims

No claim will be considered unless notified in writing to L&T within 8 days of the end of the service.

If the claim is justified, L&T may, following agreement with the customer or at its own discretion, grant a reduction on invoice.

Recording

Unless expressly authorized by L&T, the use of the recording of the interpretation is strictly forbidden.

Confidentiality

L&T undertakes, under all circumstances, to respect the confidential nature of the information of which its interpreters may have knowledge during the exercise of their duties.

Competent jurisdiction

Any disputes relating to the application of these general terms and conditions or concerning a service provided by L&T shall be exclusively referred to the Paris Commercial Tribunal (*Tribunal de Commerce de Paris*).