

# Terms and Agreements of Service - Interpreting

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## 1. APPLICATION OF THESE TERMS AND AGREEMENTS OF SERVICE - OPPOSABILITY

These Terms and Agreements are brought to the attention of the Customer by remitting a copy of it with a quote or on request.

Any contractual commercial relationship (quotation, invoice, order, etc.) implies on the Customer side the full acceptance of these Terms.

## 2. CONTRACT FORMATION

The rates and information contained in any communication issued by Maxime Vallin are given for information purposes only and do not bind Maxime Vallin, who reserves the right to make any changes deemed necessary.

Maxime Vallin commits to promptly acknowledge receipt of any order and respond to it in the form of a formal quotation. Under exceptional circumstances, Maxime Vallin may agree to intervene on simple acknowledgement of receipt of the application.

The Customer shall confirm the order in writing (signed quote) **at least 48 hours** (working days) before the date of the intervention and Maxime Vallin shall confirm the availability of the interpreter(s) as soon as possible.

For an order placed after that time limit, the formation of a sales contract will depend on the availability of the interpreter.

Any sales contract (agreed and signed quotation) binds Maxime Vallin after his written confirmation. Any change to the order will be subject to a new agreement.

### 3. RATES AND OTHER FEES

#### 3.1 Rates

The rates are those in force at the time of the formation of the contract. They are equal to one hour or one day of interpretation and for one or more interpreters. Every first hour started is due. Any additional service time to the initial order is billed on a thirty-minute basis.

For extended time services, flat-rate discounts can be offered on a case-by-case basis, the conditions of which will be specified either in an agreement or in the quote.

Rates include service at the Customer's site, preparation time and travel time.

#### 3.2 Other fees

**Travel costs** will apply under the following conditions:

- Montpellier and its immediate surroundings: no travel costs;
- Beyond 50 km from the workplace: following legal mileage allowance

Extra **fees for spare time** at the Customer's site will be charged per interpreter in case of:

- travel time exceeding 1 hour from Maxime Vallin's head office;
- a service requiring the interpreter(s) to stay on or near the Customer's site between two interventions for the same Customer, excluding the scheduled lunch break time.

**A meal plan will be charged** if the meal break is between two interventions on the same place for the same Customer, requiring the interpreter to stay on site.

And the **actual fees**, i.e. all the ancillary costs related to the mission: tolls, train tickets, etc.

#### 3.3 Exceptional preparation

In the case of certain specific interventions requiring additional preparation, the Customer will be charged extra availability time (prior meeting of the speakers, preparation of contents, rehearsals...).

#### 3.4 Payment and penalties

Invoices can be paid in cash upon receipt, paycheck – with recipient Maxime Vallin – or by bank transfer.

Any sum due to Maxime Vallin and not paid at contractual maturity will result, after ineffective reminders, according to articles L1441-3 and 4, L441-6 of France's Code du Commerce, in penalties calculated on the basis of 3 times the legal interest rate in force per 30-day installment and a flat-rate compensation for collection costs of 40 euros. Law No. 2012-387 of 22 March 2012 on law simplification and facilitated administrative procedures.

### 4. CONTRACT CANCELLATION

Any cancellation of the order by the Customer must occur at least 48 hours before the scheduled date of the intervention (2 working days). For services longer than 4 hours, any cancellation must occur at least 5 working days before the scheduled date of the intervention.

In case of cancellation passed the aforesaid time limit, an invoice will be dispatched according to the following conditions:

- Order under or equal to 4 hours:

2 days before	1 day before (before 6 p.m.)	D-day
<b>Charge-free cancellation</b>	Spare time fees charged per interpreter (see applicable rates)	Total invoice amount charged (excluding travel and spare time fees)

- Orders above 4 hours:

6 days before	5-3 days before (before 6 p.m.)	2 days before or less
<b>Charge-free cancellation</b>	Spare time fees charged per interpreter (see applicable rates)	Total invoice amount charged (excluding travel and spare time fees)

The Interpreter of Maxime Vallin gives himself the right to leave the premises one hour after the scheduled start of the performance, and this in case of absence of the interpretation customers. The service will be charged in full.

## 5. OBLIGATIONS AND RESPONSIBILITIES OF MAXIME VALLIN

Maxime Vallin is committed to providing all the means necessary for the proper conduct of the intervention. The Customer acknowledges that Maxime Vallin is only bound to an obligation of means. In accordance with contract law, the service provided must be of a fair quality, meeting the requirements of the profession's code of ethics. In the event of delay or non-performance of the service due to force majeure, Maxime Vallin cannot be held responsible.

## 6. NON-DISCLOSURE

Maxime Vallin and the Customer agree to keep confidential any information they may have had access to during their business relationships.

Maxime Vallin is committed to keep confidential all information brought to his knowledge before, during and after the performance of the service. Any provided document may be destroyed or returned to the Customer after the service upon simple request.

Maxime Vallin is bound by professional secrecy with respect to any information of which he may be aware, except in the case of a public event.

Professional secrecy does not apply in cases where the interpreter is under a legal obligation to speak.

## 7. CUSTOMER OBLIGATIONS

The Customer is committed to provide, within the prescribed times, all the necessary preparation documents for the proper performance of the service requested by Maxime Vallin. He also agrees to answer Maxime Vallin's questions in relation to the contract (logistics, quotation, organization, etc.).

In case of non-compliance with these clauses, Maxime Vallin reserves the right to break the contract of sale.

## 8. COPYRIGHT

Maxime Vallin owns the rights on his performances. The sole purpose of the services rendered by interpreters is direct hearing. In this, the service can only be used in the agreed framework. Any other use, such as recording, marketing, broadcasting or other, requires a special agreement from the interpreters and may justify an additional cost.

The Customer is also responsible for unauthorized registrations made by third parties.

## 9. LOI INFORMATIQUE ET LIBERTÉ (French data protection law)

Under the provisions of the law 'Informatique et Liberté' No. 78-17 of January 6, 1978, the Customer has a right to access, modify, rectify and delete the data concerning him.

## 10. DISPUTE

All clauses contained in these general conditions of sale are subject to French law. In the event of disputes relating to the interpretation or execution of the order, jurisdiction is conferred on the Tribunal de Commerce of Montpellier (commercial court), even if the service took place in another city or department.