

C.M.WITTERS INTERPRETING SERVICES TERMS & CONDITIONS

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Definitions

In these Terms & Conditions the following definitions apply:

'Assignment' means the period during which the Interpreter is supplied to render service to the Client; 'Client' means the person, firm, and organization, statutory or corporate body together with any subsidiary or associated units to whom the Interpreter is engaged. 'Engagement' means any use of the Interpreter's service on a temporary basis. 'Interpreter' means the individual whose services are supplied to the Client.

The Contract

These Terms constitute the contract between Cheryl M. Witters and the Client for the supply of the Interpreter's services to the Client and are deemed to be accepted by the Client by virtue of its request for Engagement of the Interpreter.

Coverage & Teaming

Interpreting requires high levels of concentration and is physically tiring. Therefore, to adhere to health and safety practices, regular breaks may be required every 20-30 minutes. Assignments lasting over 1.5 hours, require platform interpreting, or are otherwise technically/physically demanding may require hiring a co-interpreter (team) of one or more interpreters for the same assignment. The client will be informed if this need arises and can be provided with referrals.

Assignments that run vastly over the scheduled time will be charged at the hourly rate. If an interpreter has another assignment to get to, they may not be able to stay past the scheduled finish time. Please book accordingly.

Cancellations and No-Shows

Cancellations must be made a minimum of 24 hours prior to the assignment or the job will be billed. Notice of cancellation must be confirmed by the interpreter; this may be via email, text, or telephone. Assignments that require travel outside of the Willamette Valley area (radius of 150 miles) require additional planning, travel purchases, and hotel confirmation. These assignments require two week's notice and may be billed for expenses already incurred. No-Shows are billed without exception. In the case of a no-show, the interpreter will remain at the site for a minimum of 15 minutes and up to 30 minutes, attempting to contact the individual and/or hiring party, after which, she is free to go.

Every effort has been taken to ensure that the interpreter, Cheryl Witters, is prepared to arrive at any given assignment 15 minutes early. If the interpreter, Cheryl Witters, is unable to fulfill the contract due to an important & unforeseeable reason, the hiring party will be informed as soon as possible and every effort will be made to find a suitable replacement. That is, the replacement interpreter will have the required qualifications for your assignment insofar as it can be justly expected.

Charges, Rates, & Payment Terms

FREELANCE: \$70.00 flat rate the first 2 hours, \$30 per hour thereafter (billed to the nearest ¼ hour).

PERFORMING ARTS: Flat rate, per project, varies based on amount of time booked in advance and the nature of the project. Rates typically range from \$250 - \$600 per interpreter, per project.

DIFFERENTIAL: Rates for unusual assignments that are exceptionally demanding or last over 7 hours will be negotiated on a case-by-case basis at time of request.

The charges are invoiced to the Client on a weekly basis, unless otherwise agreed, and are payable within 30 days of invoice date. Payment of invoices outside these terms will be assessed a \$25 fee per month until balance is paid in full. Late payments are subject to the remedies contained within the provisions of the Late Payment of Commercial Debts (Interest) Act 1998.

Payment can be made by check, payable to Cheryl Witters, or by credit card. Credit cards can be accepted in person or over the phone. Please do not email the credit card number as this is not a secure format.

Travel & Reimbursable Charges

Assignments within a 45 mile radius of Salem, OR will not incur any additional travel reimbursement, unless otherwise negotiated at time of request. Any travel over 45.0 miles, one way, will be billed at current mileage reimbursement rates. Travel outside of the Willamette Valley will be negotiated at the time of the request and may include a per-diem and/or reimbursement for airfare, hotel, and rental car.

Customer's Duty to Participate and Inform

The customer has to inform the interpreter of the special conditions of the interpretation assignment ahead of time, whereby difficult conditions or certain services, if applicable, and only by arrangement, are taken into account separately (recording on sound-recording medium, screenings, etc.).

The customer makes information and documents that are necessary for the realization of the interpretation assignment available to the interpreter unbidden and in a timely manner (glossaries, pictures, drawings, tables, abbreviations, etc.). The interpreter receives a copy of all texts and documents that are to be read in the course of the discussion at the latest on the day before; this copy remains with him/her until the text or manuscript has been read and discussed.

The interpreter shall not be held responsible for errors that result from the non-observance of these obligations.

It is highly recommended -especially in difficult circumstances -to have a briefing (preliminary discussion), a factory walk-through, or another information service for the interpreter.

Please send the interpreter texts and information documents only in the form of copies, unless otherwise agreed upon. The texts and documents are returned upon specific request. The deadline for the request, which is also the storage period for the interpreter, is 30 days after conclusion of the assignment. After which, the interpreter will have 30 days to return the requested documents.

Prices & Terms Subject To Change

Prices and terms set forth herein are subject to change without notice. Please contact me directly for current pricing and terms. These Terms & Conditions last updated August 2014.