

GENERAL TERMS AND CONDITIONS

1. General

Upon signature of the price quote, or after receipt of the invoice, the client accepts the present general conditions, to the explicit exclusion of any diverging general conditions by the client, even if the latter are communicated at a later stage. Every buyer is expected to know the present general conditions.

These General Conditions exclusively apply for all services rendered by The Presence Group through any of these companies

- PRESENCE COMMUNICATION SA, 24 Bohey, 9647 Doncols, Luxembourg, B135091, LU22 262 536
- P.H.D. SA (Presence Human Drives), 24 Bohey, 9647 Doncols, Luxembourg, B149 662, LU23 61 66 49 – BE0823 694 997
- Presence Translate & Interact B.V., Turennestraat 33, 6221 AR Maastricht – Netherlands, TVA: NL856330875B01
- Presence Translation & Interaction Strategies Limited, 6-9 Trinity Street, Dublin 2, Ireland, VAT: IE3340538BH
- Presence GmbH, Hörwarthstrasse, 25, 82335 Berg, Germany VAT: DE298975487

These terms and conditions are an integrated part of all offers and contracts between the client and any of the legal entities of Presence defined above. Any special agreements, additions or alterations to these General Conditions only become legally valid if confirmed by any of the legal entities of Presence in writing.

“The Presence Group” refers to all legal entities of Presence listed above.

In order to demonstrate the fact that these terms and conditions apply to all services rendered by all Presence legal entities, these **services will be referred to hereafter as services of The Presence Group.**

2. Scope and applicability

The terms and conditions of The Presence Group will be binding for any order placed with The Presence Group by any third party.

In no case will terms and conditions of the client or of any third party apply, except if otherwise agreed in writing by a person, competent to make such a decision on behalf of The Presence Group.

3. Ordering

Orders must be placed in writing, by sending an order form or signed tender, by post, fax or e-mail. For written translations, orders can also be placed through The Presence Group online platform.

Every placed order becomes binding only when The Presence Group confirms in writing that the order has been confirmed.

The Presence Group reserves the right to refuse an order or to stop its execution for its own reasons.

Any deviation from these terms and conditions will be specified in our price quote, if applicable. In all other cases, these terms and conditions will be applicable and overrule any terms and conditions from the client.

All prices mentioned in the price quotes of The Presence Group are in euros (unless otherwise specified) and are VAT exclusive.

4. Complaints

To be accepted by us, any complaint from a client must reach The Presence Group in writing within **48** hours of providing the service, unless otherwise specified below or in our price quote. Complaints or disputes must be justified, and underpinned with valid arguments. Oral complaints or any complaints not received in writing by The Presence Group within this deadline, will not be valid.

In no circumstances does the lodging of a complaint entitle the customer to defer fulfilling their payment obligations. In case of a justified complaint, The Presence Group commits to corrective action, whenever and as soon as possible.

The Presence Group is not responsible for any quality problems if the client fails to provide The Presence Group with all the information needed for an assignment.

For written translations

The Presence Group commits to providing the highest level of quality to the client, according to the budget option chosen for written translations. This will be specified in the contract or order form.

In the contract or order form, a workflow will be defined together with the client.

In case translations ordered with The Presence Group are meant for official publication or use by the client or by any third party, the client will be deemed to have communicated any complaints to The Presence Group as defined in this article. In any case, The Presence Group cannot be held responsible for any mistakes discovered after the date of publication or after the deadline for complaints has passed, as defined in this article and whichever applies first.

If the client starts any official publication or printing process without having notified The Presence Group of a complaint before the date of printing or publication, this will automatically entail the client has accepted the translations as supplied by The Presence Group, which means that in no case The Presence Group can be held liable for any mistakes or prejudices after the texts or documents translated by The Presence Group have been printed or published by the client.

5. Accommodation, Catering & Per Diems

In case The Presence Group team members need to travel in order to execute a project or attend a meeting, the following conditions will apply:

- Fees mentioned in our quotes do not include accommodation (if needed).
- Lunch is to be provided by the client on all meeting days.

In case of a multi-day meeting: dinner is to be provided by the client.

If dinner is not provided by the client, a per diem for every meeting day and for every crew member of The Presence Group will apply. In any case, a per diem will apply for every travel day from The Presence Group crew members' domicile to the meeting venue and back again.

In case of extensive travelling during and outside working hours The Presence Group crew members may charge travel day compensation fees.

6. Travel expenses

6.1. Interpreters, note takers and other The Presence Group crew

Fees do not include travel costs which will be local or lowest fare if international.

6.2. Other suppliers

In case The Presence Group is in charge of managing crews of suppliers, other than those provided by The Presence Group, travel expenses will be applied according to the terms and conditions of the supplier or according to the terms and conditions of The Presence Group as defined in art. 6.1, depending on the agreements between the selected supplier and The Presence Group.

7. Cancellations

The client has the prerogative of unilaterally cancelling an assignment at any time.

In this event, the customer and/or principal undertakes to compensate The Presence Group for any costs already incurred and according to the cancellation fees below.

7.1. Cancellation fees for interpreters and note takers

After signing this contract, a cancellation fee of 25 % will apply.

Interpreters and note takers cancelled between 90 to 60 working days before the meeting date will be invoiced at a rate of 35 %.

Interpreters and note takers cancelled between 60 to 30 working days before the meeting date will be invoiced at a rate of 50 %.

Interpreters and note takers cancelled between 30 to 15 working days before the meeting date will be invoiced at a rate of 75 %.

Interpreters and note takers cancelled less than 15 working days before the meeting date will be invoiced at a rate of 100 %

7.2. Cancellation fees for technical equipment

After written confirmation of an order by the client, a cancellation fee of 100 % will apply, unless otherwise agreed between parties in writing.

7.3. Cancellation fees for digital technologies

After written confirmation of an order by the client, a cancellation fee of 100% of the platform setup cost incurred by The Presence Group to set up the virtual meeting will apply.

7.4. Cancellation fees for moderators and technical support on digital technologies

After signing this contract, a cancellation fee of 25 % will apply.

Moderators for online meetings and technical support engineers cancelled between 90 to 60 working days before the meeting date will be invoiced at a rate of 35 %.

Moderators for online meetings and technical support engineers cancelled between 60 to 30 working days before the meeting date will be invoiced at a rate of 50 %.

Moderators for online meetings and technical support engineers cancelled between 30 to 15 working days before the meeting date will be invoiced at a rate of 75 %.

Moderators for online meetings and technical support engineers cancelled less than 15 working days before the meeting date will be invoiced at a rate of 100 %.

7.5. Cancellation fees for EWC full organisation

The client has the prerogative of unilaterally cancelling the assignment at any time. In this event, the customer undertakes to compensate The Presence Group, in accordance with the cancellation fees and terms and conditions of all third parties which were involved in the event in order to provide additional meeting services.

Compensation shall also comprise payment for services already rendered and costs already incurred by the Presence Group for the cancelled project.

For meeting coordinators provided by The Presence Group: in case of cancellations less than 15 working days before the meeting date, a 100 % cancellation fee will apply.

7.6. Cancellation fees for training

After written confirmation of an order by the client, a cancellation fee of 50 % will apply.

In case of a cancellation within 2 weeks before the meeting date, a cancellation fee of 100 % will apply.

7.7. Cancellation of written translations

The client has the prerogative of unilaterally cancelling the assignment at any time.

In this event, the customer and/or principal undertakes to compensate The Presence Group. Such compensation shall comprise payment for services already rendered and costs already incurred, in accordance with normal current tariffs, plus a fixed compensation of 20% of the agreed charge for earnings forgone, except where there is proof of a substantial prejudice.

7.8 All other services provided by The Presence Group

The client has the prerogative of unilaterally cancelling the assignment at any time.

In this event, the customer undertakes to compensate The Presence Group for services already rendered and costs already incurred by the Presence Group for the cancelled project. In any case, for cancellations less than 15 working days before the meeting date, a 100 % cancellation fee will apply.

7.9 Overtime

In case interpreters need to work longer than the number of hours indicated in our offer or contract, overtime might be charged, depending on the context and circumstances. In case the use of our online platforms is required for longer than the number of hours indicated in our offer or contract, an extra fee for longer usage might be charged, depending on the platform, the context and circumstances.

8. Interpretation

8.1. General

The Presence Group uses freelance interpreters who master their booth language as mother tongue and the main meeting language as first language or vice versa.

The interpreters in general work in teams of two per language and alternate every 30 minutes. Only under special conditions agreed upon in writing by The Presence Group, one interpreter may work alone. A regular working day for our interpreters is 8 working hours.

The client is responsible for providing The Presence Group with all relevant information and meeting documents in order for interpreters to prepare for the meeting. If these are not provided to The Presence Group at least 1 week before the event, quality cannot be guaranteed.

8.2. Interpreter fees

Interpreter fees are calculated per day unless otherwise agreed.

Fees may vary according to the languages, the venue or the technology used for the meeting.

The interpretation fees contain all interpretation services rendered during the regular working hours.

Working hours are defined in our price quote. In case of overtime, a compensation fee (as defined in our price quote) per interpreter and per started hour will be charged.

If interpreters are requested to work during dinners, city visits or any other activities outside the working hours as defined in art 8.1., they will be entitled to a financial compensation, to be determined in the price quote or contract. Interpreters who work at the meeting the next day can in no case work later than 23h, unless otherwise agreed with Presence.

9. Technical equipment and technical assistance

9.1. General

All technical equipment used by The Presence Group conforms to the latest standards and norms for conference systems and interpreter booths.

The Presence Group technicians are certified professionals and will assist the client with all technical matters during the event. Technical assistance will be limited to all technical equipment supplied by The Presence Group. Under no circumstances will The Presence Group accept responsibility for the functioning of any technical equipment supplied by a third party.

9.2. Prices

Prices are in EURO and VAT excluded, unless otherwise specified.

Prices given in The Presence Group quotes include:

- Installation (1 day before the meeting) and removal of the equipment
- On-site technical assistance

Prices given in The Presence Group quotes do not include:

- Accommodation for our technicians during the set-up
- Transport throughout the EU and extraordinary costs (e.g. ferries)
- Lunch for our technicians during the setup or, if not provided by the client, an extra per diem for lunches will apply as defined in our price quote.

The meeting room should be available for setup on the day before the meeting starts. In case of setup of the audiovisual equipment after 18h, a supplement may be charged.

9.3. Lost, stolen or damaged AV equipment

The client for whom The Presence Group is executing a contract will be fully responsible in case of lost, stolen or damaged AV equipment incurred for during the whole duration of the meeting or event, including during installation and uninstallation of AV equipment by a supplier of The Presence Group. Possible costs incurred for lost, stolen or damaged AV equipment will be rebilled to the client at the rate invoiced to The Presence Group by their AV supplier.

10. Digital or online technologies

10.1. Definition

Digital technologies are used for virtual or hybrid meetings and use one of the following technology platforms or devices: PC, tablet, smartphone, telephone.

Interpreters and participants are not physically present in the meeting room, but participate from their own location from anywhere in the world.

"Presence multilingual online meetings and webinars" is a digital solution for the organisation of multilingual webinars with simultaneous interpretation.

"Presence multilingual conference calls" is a digital solution for the organisation of multilingual teleconferences with simultaneous interpretation.

10.2. Final duration of services and invoicing

The total final services duration for each provision of services of digital technologies shall be, for purposes of invoicing clients, rounded up to the hour or to the next minute, depending on the platform used.

In case of orders placed fewer than 5 working days before the start of the meeting or event, a rush fee of 150€ will apply on top of other project costs.

10.3. Liability in case of technical problems

All digital and online platforms and services are offered without full warranty, explicit or implied, including the warranty of merchantability for a specific purpose, and PRESENCE assumes no liability for poor performance or non-performance resulting from environmental and technical variables beyond its control, including neglect, oversight or misuse by a third party, nor shall PRESENCE be liable for damages resulting from delays in delivery or use deriving therefrom. In no event shall PRESENCE be liable for damages of any kind, including, without limitation, any direct, indirect, consequential, special, or incidental costs or damages, such as loss of profits, goodwill, overhead costs, or procurement of substitute goods, or any other like damages, even if advised of the possibility of such damages.

Regarding the performance of the digital technologies, The Presence Group will not be responsible for the stability of the internet connection of the presenter or any audience member, or for any malfunction of computer, mobile, tablet, or other device of the presenter or any audience member, or any other disruption or impediment to the services due to any factor outside of the direct control of The Presence Group. For all digital platforms using an internet connection, The Presence Group advises the use of a wired internet connection. If no wired internet connection is used, The Presence Group cannot guarantee quality and will not be responsible for any problems.

When applicable, The Presence Group will distribute a system check to all users before the event to maximize compliance with system requirements and minimize the likelihood of any disruption of services for any individual. In case users fail to complete the system check at least 2 days before the virtual event The Presence Group cannot be held responsible for the fact that users did not do the system check.

In case, after a system check, some users cannot connect, The Presence Group will endeavour to assist users in any way possible and reasonable but in all cases and at all times the responsibility of The Presence Group will be limited to the availability of the digital or online platform without any warranty that users will be able to connect and to the quality of service of the interpreters provided by The Presence Group. Any other issue, problem or malfunctioning will be considered as equivalent to an "act of God" or "force majeure", that is outside of the control of The Presence Group. In case the interpreters are sourced or provided by the client to work on any digital communications platform provided by The Presence Group, The Presence Group will take no responsibility for the quality of the performance of the interpreters.

PRESENCE's entire liability for goods and/or services regardless of the form of action shall in no event exceed the total amount paid to PRESENCE for the specific good or service giving rise to the claim.

10.4. Hardware and software requirements

On the "Presence multilingual online meetings and webinars" platform, The Presence Group has approved different headsets for maximum quality and best user experience. A list is available upon request. The Presence Group will not be responsible for quality issues with any device that has not been approved by The Presence Group in writing before the meeting takes place.

If the client does not use a headset, The Presence Group will not be responsible for any disruption of services and cannot guarantee the sound quality of the online event. This relates to both the original and the simultaneous translations.

Whilst "Presence multilingual online meetings and webinars" does not require the client to install specific software, it is recommended to always use the latest version of Google Chrome. In case other web browsers are used, The Presence Group will not be responsible for any quality issues.

If the client is using older versions of the web browser, The Presence Group will not be responsible for any disruption of services and cannot guarantee the sound quality of the online event. This relates to both the original and the simultaneous translations.

On the "Presence multilingual conference calls" platform, the client needs to make sure that there is a good telephone connection and that their internal telephone system allows access to the "Presence multilingual conference calls" platform. On request, The Presence Group can provide technical assistance.

10.5. Firewalls and protections

The client will be responsible for taking any measures with their IT department, necessary to join the "Presence multilingual online meetings and webinars" or "Presence multilingual conference calls" platforms.

In case of problems, The Presence Group needs to be informed at least 2 days before the event, so as to be able to take corrective measures.

11. Meeting coordination/ organisation

11.1. General

The following clauses apply when a meeting coordinator is put at the disposal by The Presence Group and concern only the services rendered as defined in the contract between the client and The Presence Group.

11.2. Coordination fee on site

An hourly fee for on -site coordination, as defined in our price quote, applies per started hour and per coordinator put at the disposal of the client by The Presence Group.

11.3. Full Organisation fee

In case The Presence Group is in charge of the full organisation of a meeting, an organisation fee of 15 % on the global invoice (excluding interpretation audiovisual equipment, note taking and transport) will apply.

All hotel prices are exclusive of VAT & city taxes. For all bookings, the terms and conditions of the selected hotel apply.

12. Training

All trainings provided by The Presence Group are tailor-made and adapted for your EWC after careful analysis with the EWC Metrics, the EWC Dynamics and the EWC Roadmap.

The EWC Metrics, the EWC Dynamics and the EWC Roadmap are trademarks of The Presence Group.

The Presence Group trainers have a long-standing experience working with European Works Councils both with management and employee representatives

Prices do not include travel costs or hotel accommodation for the trainer, these will be added to the final invoice.

Training materials are available in English but translations into other languages can be provided upon request. The latter will be billed separately.

The client is responsible for providing The Presence Group with all relevant information and meeting documents in order for the trainer to prepare the training session. If these are not provided to The Presence Group at least 2 weeks before the event, quality cannot be guaranteed.

13. Note taking

The Presence Group note takers type detailed summaries of what is discussed.

Note takers of The Presence Group work either live at the meeting or from audio files. The client is responsible for providing The Presence Group with a briefing and all relevant information concerning the event before the start of the event. If this is not provided to The Presence Group at least 1 week before the event, quality cannot be guaranteed.

Audio is listened to in real time and notes are taken on a laptop.

The Presence Group will only be responsible in case the quality of any original audio/digital recording is suitable for transcription. The client will be notified if the quality of the recording is poor such that additional charges will apply because the note takers will need more time to finish the job. If the recording is provided by The Presence Group, the latter will be responsible for the quality of the recording. To lodge a valid complaint, the client must inform The Presence Group within 48 hours of any errors or omissions that have occurred and it is The Presence Group's responsibility to rectify such errors free of charge. In no case The Presence Group will be responsible if full and adequate instructions (briefing, expectations, ...) and materials (quality recording, ...) have not been provided.

The Presence Group will not be responsible for any loss or damage to audio or digital recordings which may occur in shipping or e-transmission.

The Presence Group has full scanning facilities for viruses and will scan all incoming documents. The Presence Group will not open unsolicited attachments and emails which are not self-explanatory. It is the Client's responsibility to scan emails and attachments received from The Presence Group and The Presence Group will not accept any liability or responsibility for any damage to files resulting from infections.

14. Translations

14.1. General

The material to be translated is supplied to The Presence Group at the client's expense.

For all translations; words, idioms and spellings in recognised dictionaries are regarded by The Presence Group as being correct. Nonetheless, the client may stipulate their preference for particular spellings or terminology to The Presence Group in advance.

The client will supply The Presence Group with all information required for the proper provision of the services requested, prior to or while fulfilling the agreement.

If the text contains specific in-house abbreviations or acronyms, the client is asked to advise The Presence Group on what they mean.

Every translation is done observing the rules of professional secrecy, unless the client has agreed in writing to an exemption thereof.

14.2. Prices

Prices are calculated on the basis of the number of words in the source language.

In case of very short translations, a minimum fee can be charged.

All postal and mailing charges will be billed separately.

Possible extra costs for PowerPoint translations, sworn translations and pdf files will be indicated in our price quote and, when applicable, they will be billed separately.

14.3. Delivery Deadlines - Delivery

The Presence Group will not be bound to comply with delivery and execution deadlines stipulated by the customer, unless otherwise agreed in writing. Delivery and execution times stated by The Presence Group are given by way of indication.

In no circumstances can failure to meet a deadline be construed as grounds for cancelling the contract, nor for any penalty and/or demand for compensation.

The Presence Group cannot be held liable in any shape or form for the late delivery or loss of material sent by third parties, nor for damage occurred during transmission.

The Presence Group has full scanning facilities for viruses and will scan all incoming documents. The Presence Group will not open unsolicited attachments and emails which are not self-explanatory. It is the client's responsibility to scan emails and attachments received from The Presence Group and The Presence Group will not accept any liability or responsibility for any damage to files resulting from infections.

14.4. Author's rights

Unless explicitly agreed otherwise in writing, The Presence Group possesses the rights of authorship to translations, texts and course material produced by The Presence Group.

The customer will indemnify The Presence Group against third-party claims due to alleged infringements of ownership, patent or authors' rights, or infringements of any other intellectual-property rights associated with the execution of the assignment.

15. Terms of Payment

Invoices shall be payable immediately upon receipt of the invoice, unless other arrangements have been agreed.

In the event of any dispute, the invoice is to be queried by sending a registered letter, stating arguments as specified according to the type of service in these terms and conditions, within the timeframe as agreed in the relevant articles of these terms and conditions. Failing this, the invoice will be considered as having been accepted by the customer.

Any invoices that have not been settled in full by the date due will be increased without prior notice and as of right by interest charged at 12% annually, which corresponds to the inconveniences that The Presence Group is exposed to, resulting from administrative expenses incurred, debtor management, immobilized funds and related issues. Besides, a fixed compensation of 15% on amounts still owed, with a minimum €100,00 sum EUR of will be invoiced.

Failure to settle any invoice by the due date shall render the debtor liable as of right to settle any other outstanding invoices without more ado, even if they were not yet due for settlement.

Similarly, in case of total or partial default of payment, the fines and interests described above are due.

- Prices are VAT = 0 % (intra EU)
- 50 % down payment will be required after confirmation of your order for all services (except for hotel bookings - see below), unless otherwise specified in our price quote.
- 50 % will be due after the event (except for hotel bookings - see below), upon receipt of the final invoice, unless otherwise specified in our price quote.

For hotel bookings, the following conditions will apply

- 100% down payment will be required after confirmation of your order for all hotel bookings, unless otherwise specified in our price quote.

All bank charges will be billed to the client.

In the event that the customer fails to meet their payment obligations, or in case of manifest insolvency, liquidation or bankruptcy of the customer of The Presence

Group shall be entitled to cancel the assignment in full or in part, or to suspend execution thereof, without being liable to pay any compensation.

16. Limitation of Liability

The Presence Group can be held liable only in cases of wilful misconduct.

In all cases, save those of deception or fraud, The Presence Group's liability shall be limited to the total sums invoiced or paid by the customer that led to the assignment in contention.

In no circumstances can The Presence Group be held liable for consequential/indirect prejudice, such as increases in miscellaneous charges, loss of clients, damaged brands, forgone earnings, losses, corruption of or damage to electronic data. This listing is non-exhaustive.

17. Force Majeure

In cases of force majeure, The Presence Group obligations are suspended. In such an event, they will undertake only to fulfil their remaining obligations as far as is reasonably possible. All costs for bookings made will be invoiced to the client.

Force majeure is defined as follows:

All events, of whatever nature, arising either directly or indirectly from health phenomena or other circumstances which affect normal performance, whether these result from a decision taken by an authority, a third party or justified by the internal HSE policy of Presence, if the performance of its obligations in the context of this present contract would cause health risk to its staff or its agents,

constitute a case of force majeure justifying the termination of this contract and exempting Presence from its obligations arising therefrom. Health-related phenomena and other circumstances, in any case, and without this being an exhaustive list, include the cancellation of events for health or safety reasons or due to the discovery of a virus or a new viral outbreak, the measures taken by third parties or by the authorities to deal with any health or safety risk, or any precautionary measures that The Presence Group might take in order to limit the risks to which its staff or employees might be exposed if said contract were executed.

Art 1148 of the civil code of Luxemburg will apply to all cases of "Force Majeure".

In the event of force majeure being applicable to a breach of a contractual obligation(s), no damages will be due in case of breach of contract resulting from such event and the affected party may be excused from performing its contractual obligations

18. Confidentiality

The Presence Group acknowledges to strictly protect any business information of a confidential or commercially sensitive nature given by the client and to preserve confidentiality at any time.

19. Ownership of data

Unless explicitly agreed otherwise in writing, The Presence Group possesses the rights of ownership of the data on interpreters, linguists and any other subcontractors under contract with The Presence Group and who work for your event.

Under no circumstances can the customer use these data for any purposes other than necessary for the event for which The Presence Group booked the interpreters, linguists and subcontractors nor transmit the data to any third-party without prior consent of The Presence Group in writing.

In case The Presence Group sets up a back-up channel (WhatsApp, etc...) for online events to allow all participants to interact with moderators and with the technical crews, The Presence Group will erase all customer data after the event.

The Presence Group will not be liable for any security breaches due to the backup platform that was chosen for the event and in all cases liability of The Presence Group will be limited to willful mistakes by a member of staff or subcontractor of The Presence Group.

Under no circumstances will The Presence Group communicate any customer data to third-parties and customer data will be used only for the purposes of the event for which the customer contracted The Presence Group.

20. Final Clauses

Court of Jurisdiction: Luxemburg

All disputes involving The Presence Group shall come within the exclusive jurisdiction of the courts of law of Luxemburg.

Applicable law: exclusively Luxemburg law, applies also for non-residents

The laws of Luxemburg apply to any contractual relationship involving The Presence Group.

If one of the above clauses should be or become ineffective the remaining clauses will remain effective

Last revision: 2 February 2022