

In order to ensure you receive the highest quality services, we have established some rules to regulate how our office as well as our interpreters and the conference team work.

**TERMS AND CONDITIONS
OF INTERPRETING SERVICES,
CONFERENCE SERVICES AND CONFERENCE EQUIPMENT RENTAL
PERFORMED BY BLACKBIRD GROUP SP. Z O.O.**

GENERAL PROVISIONS

§ 1

1. **Blackbird Group Sp. z o.o.**, hereinafter also as the Blackbird Agency or the Contractor, shall in these Terms and Conditions mean Blackbird Group Spółka z ograniczoną odpowiedzialnością (limited liability company) having its registered office in Warsaw at: ul. Krakowskie Przedmieście 67/11, 00-071 Warsaw, Statistical Identification Number (REGON) 142959445, Tax Identification Number (NIP) 5252507793, entered in the register of entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, 12th Business Division of the National Court Register, with number KRS 0000387790.
2. When the Client commissions the Blackbird Agency to perform interpreting services or other services referred to in this article, this shall mean that the Client has read these Terms and Conditions, accepts their provisions in full as well as accepts the principles of cooperation specified herein, including in particular the costs of the service, the deadline for its completion and the payment deadline for the completed service.
3. These Terms and Conditions shall not apply to any individual agreements concerning the principles of cooperation that may be entered into in writing between Blackbird Group Sp. z o.o. and the Client.
4. **The Client** shall in these Terms and Conditions mean a company, an institution, a natural person or any other entity that commissions the Blackbird Agency to perform interpreting services or other services specified herein.
5. **INTERPRETING SERVICES:**
 - 5.1. **Consecutive interpreting** – type of interpreting during which the speaker pauses every few minutes to enable the interpreter to render parts of the speech. Consecutive interpreting is usually used during business meetings and training events.
 - 5.2. **Simultaneous interpreting** – type of interpreting during which the speaker's speech is rendered concurrently, by a two-person team of interpreters who work in a soundproofed booth. This type of interpreting requires particular concentration and thus interpreters swap every 30 minutes. Participants in the event listen to the rendered message through headsets. Simultaneous interpreting is usually used during conferences as well as during seminars and trainings where a large group of participants is present or where participants speak various languages.
 - 5.3. **Sworn interpreting** – type of interpreting used for legal purposes, including for official offices, courts and in business contacts; performed by a sworn interpreter entered in the register of sworn translators kept by the Polish Minister of Justice. A sworn interpreter is legally bound to deliver a correct and complete message in the target language.
 - 5.4. **Whispered interpreting** – type of interpreting used when only several persons in a large group speak the language of the main speaker. This type of interpreting involves an

interpreter translating in real time, by whispering the rendered speech for the person who requires it.

6. **CONFERENCE SERVICES AND CONFERENCE EQUIPMENT RENTAL**
 - 6.1. **Services for conferences and multilanguage events** – in the case of events that require a large team of interpreters, interpreting into several foreign languages, organisation and logistic support as well as cooperation with many employees from the given company, apart from interpreting services and equipment also complex support from the Event Manager is necessary. The Event Manager is responsible for overseeing the event, coordinating the team of interpreters and the information flow among the Client's employees. This service consists in a complete outsourcing of the event to the Blackbird Agency.
 - 6.2. **Equipment rental** – rental of booths and equipment for simultaneous interpreting, rental of conference, lighting, sound and voting systems as well as screens and projectors.
7. The Contractor shall perform any commissioned services with due diligence that follows from the professional profile of its business activity.
8. Any commissioned interpreting services shall be performed by qualified and experienced interpreters.
9. The person performing interpreting services (interpreter) on behalf of the Contractor should not put in jeopardy the Client's reputation.

ORDERING INTERPRETING SERVICES, CONFERENCE SERVICES AND CONFERENCE EQUIPMENT RENTAL

§ 2

1. In order to receive a quote for services referred to in Article 1 above, please contact the office by filling in the contact form available at the Contractor's website (*www.hello-blackbird.com*), or by sending an e-mail (*agency@hello-blackbird.com*) or a fax to (+ 48 22 828 15 01).
2. The Blackbird Agency shall send its quote to the e-mail address or fax number indicated by the Client.
3. Ordering services referred to in point 1 above after receiving a quote from the Contractor, as referred to in point 2 above, shall mean that the Client has accepted such quote.
4. The Blackbird Agency shall confirm that it accepts the order in writing (by e-mail or fax). Upon the written confirmation of the order by the Blackbird Agency a contract between the Client and the Blackbird Agency is concluded. The Blackbird Agency is under no obligation to accept every order it receives and it shall notify the Client if it does not accept any particular job.

§ 3

1. As a result of having accepted the order, the Contractor undertakes to perform the commissioned services referred to in Article 1 above for remuneration.
2. Foreign languages in which the Contractor offers its services are divided as follows:
 - 2.1. English, French, German, Russian; Polish;
 - 2.2. other European languages and Latin; Polish;
 - 2.3. non-European languages using Latin script; Polish;
 - 2.4. non-European languages using non-Latin script or ideograms; Polish.

3. The Contractor shall perform any commissioned services with due diligence that follows from the professional profile of its business activity, and shall observe the deadlines agreed upon with the Client.
4. Any commissioned services shall be performed by qualified and experienced professionals. Interpreting services may consist in sworn or non-certified interpreting, depending on the contents of the order.

OBLIGATION TO COOPERATE ON ORDER COMPLETION

§ 4

1. Before the work on interpreting or other services referred to in Article 1 above is initiated, the Client shall provide the Contractor with all information necessary to perform the commissioned services in a proper manner, and shall also inform the Contractor about the planned purpose of such interpreting services.
2. The Client shall provide the Contractor with a complete set of materials that will allow the interpreter to prepare for such work (including in particular the schedule, list of participants, agenda, reports, papers, presentations, conclusions, background materials – depending on the event type), no later than three days before the work as part of interpreting services or other services referred to in Article 1 above is initiated.
3. The Contractor shall not be liable for any damages resulting from non-performance by the Client of his obligations following from this article.

CONFIDENTIALITY

§ 5

1. The Contractor shall keep confidential any information received from the Client in relation to the order, and in particular shall not disclose such information to any third parties.
2. The Contractor shall make every effort to ensure that the information referred to in point 1 above is kept confidential also by the persons who assist in the performance of the order or whom the Contractor commissions with performance of the order. However, the Contractor shall not be responsible for any breach of confidentiality as specified in this point by any third persons who assist in the performance of the order or whom the Contractor commissions with performance of the order.

INTERPRETING SERVICES, CONFERENCE SERVICES AND CONFERENCE EQUIPMENT RENTAL

§ 6

1. The price of conference services and conference equipment rental shall be calculated based on daily rates (8 hours). Renting conference equipment or booking the services provided by the Event Manager on an hourly basis shall not be possible. In exceptional cases, if agreed upon in writing and on a case-by-case basis, support from the Event Manager may be booked and charged based on the blocks of 4 hours.
2. Interpreting services are billed on an hourly basis. The smallest unit of interpreting services shall be 4 clock hours (one hour lasting 60 minutes). In the event of separate arrangements agreed in writing, hourly billing may be used.

3. Any overtime interpreting shall be charged as a full additional 4-hour block.
4. Any breaks during the event at which interpreters work are charged as the interpreters' working time. In the case of day-long interpreting services, the interpreter shall be entitled to a one-hour meal break.
5. The Client shall inform the Contractor about any arrangements concerning the interpreting services made by the Contractor, or by any persons authorised by the Contractor, with the interpreter, and any such arrangements require consent from the Contractor. If the Contractor is not informed about any such arrangements or has not consented to them, the Contractor shall not liable for any consequences of such arrangements, including any resulting damages.

§ 7

1. By commissioning the services specified herein, the Client undertakes to pay the remuneration for a specified number of working hours of the interpreter, the Event Manager and other persons involved in delivering the services. The order for services placed by the Client by e-mail or fax should indicate the venue and the exact date and time when interpreting services are required.
2. If the interpreter or other persons assigned to perform the order are released from the obligation of delivering the interpreting services or other commissioned services before the number of hours indicated in the order from the Client, as specified in point 1 above, passes, this shall not affect the remuneration following from the ordered number of hours.
3. If the number of hours indicated in the order placed by the Client, as specified in point 1 above, passes and interpreting services or other services specified herein are still required, the interpreter or other persons involved in delivering the services shall keep performing such services, provided that their work schedule permits it. Remuneration for such additional work time shall be calculated according to the prices for the given type of services. The parties hereto agree that the remuneration due for each commenced block of 4 hours or each additional working hour shall be billed only if such overtime interpreting lasts longer than 15 minutes.
4. On completion of the interpreting assignment, the Client or a person authorised by the Client shall sign off a timesheet for the interpreter, to document the number of interpreter's working hours, including the number of hours as per the order and any additional hours exceeding the original order.
5. No sign-off on the timesheet referred to in point 4 above shall not release the Client from the obligation to pay remuneration for the services ordered from the Contractor.

§ 8

1. If the order concerns the simultaneous interpreting, each booth for such type of interpreting requires a team of at least two interpreters. In the case of interpreting services that are particularly demanding or that last more than 8 hours, the team for each booth should consist of at least 3 persons.
2. Location of the booth shall ensure optimum visibility of the room, the speakers and the presented materials. The booths and equipment for simultaneous interpreting should conform to ISO 2306 or ISO 4043 standards. Interpreters should have the possibility of familiarising themselves with the equipment for performing their services before the start of the event.

3. Consecutive or whispered interpreting services shall be performed by one interpreter if the assignment lasts no longer than 4 hours. If the assignment lasts more than 4 hours, such services shall be performed by two interpreters.
4. The interpreter shall be entitled to refuse to perform his services if there are no proper conditions for interpreting ensured. The Contractor shall not be liable for any damages caused by non-performance of obligations specified in this Article and the resultant interpreter's refusal to perform his services.

COPYRIGHT

§ 9

1. If the completed interpreting service is a work within the meaning of the Polish Act on copyright and related rights, the Contractor declares that the Work has been performed with due diligence.
2. The Contractor shall pass the author's economic rights to such work on to the Client, including the title to the copy, together with the right to exercise any related rights to such work. The Client shall acquire the author's economic rights to the completed interpreting service upon the payment of all amounts due to the Contractor for the completion of such services.
3. As long as the amounts referred to in the previous point are not paid in full, all rights to the completed services shall remain the sole property of the Contractor.
4. Should the author's economic rights and related rights be passed on to the Client, the Client shall be entitled to use and distribute the work and its compilations without any time or territorial limitations within the following fields of use:
 - a) fixing and reproduction of the work, production of copies of a piece of work with the use of any technology, including printing, reprographics, magnetic fixing and digital technology – within the scope of the purpose for which the interpreting services have been commissioned;
 - b) marketing, letting for use or rental of the original or copies of the work – within the scope of the purpose for which the interpreting services have been commissioned;
 - c) public performance, exhibition, screening, presentation and broadcast as well as rebroadcast, and making the work publicly available in a manner enabling anyone to access it in a selected place and time – within the scope of the purpose for which the interpreting services have been commissioned.
5. In the case of services to be published in publications distributed for payment, the Contractor reserves the right to negotiate an additional payment for the transfer of author's economic rights.

REMUNERATION

§ 10

1. For the completion of the services referred to herein the Client shall pay the remuneration, plus the amount of goods and services tax applicable at the time. Such remuneration shall be paid based on a VAT invoice issued by the Contractor after the service is completed. The Client shall pay the remuneration to the bank account of the Contractor within the time limit specified on the issued invoice.
2. In the case of contracts on regular cooperation, the remuneration shall be paid based on a collective VAT invoice covering the services performed in the given calendar month for which such invoice has been issued.

3. In the case of the first order, an advance payment is requested before the work on the assignment is commenced, in the amount of 50 per cent of the estimated costs of interpreting or other services referred to in Article 1 hereof.
4. In the case of services ordered by individual persons and foreign entities, interpreters or other persons to be involved in the order completion shall be booked only upon the payment of the full amount – no later than 3 days before the date of assignment indicated in the order. The confirmation of the bank transfer should be sent to the Blackbird Agency by e-mail or fax.
5. For subsequent orders, if the estimated value of the order exceeds PLN 10,000 net, the Client shall make an advance payment in the amount of 30 per cent of the order's estimated costs.
6. In the case of orders with the value of more than PLN 20,000 net, the Contractor has the right to request a higher advance payment.
7. The advance payment shall constitute part of the remuneration for the order. The Client shall make the advance payment based on the VAT invoices issued by the Contractor. Such advance payment shall be subtracted from the final invoice amount.
8. If the event takes place outside the place of residence of the interpreter or other persons to be involved in the order completion, the Client, apart from the payment of remuneration, shall cover the costs necessary to perform the order properly, and shall in particular reimburse the Contractor for the costs of travel made by the interpreter or other persons involved in the order completion to the venue where such services are to be supplied, as well as any accommodation and boarding expenses, and the costs of bank fees in the case of a foreign bank transfer, should service completion require such a transfer.

LIABILITY

§ 11

1. The Contractor shall not be liable for any damages resulting from non-performance or improper performance of services if such non-performance or improper performance results from any circumstances for which the Contractor may not be held liable. The Contractor shall not be liable for any damages resulting from force majeure or solely due to the fault of the aggrieved party or any third party for whom the Contractor is not liable and whose actions he could not have prevented (i.e. such as computer equipment failures, failure of Internet and phone connections, power outages, delays as a result of delayed courier services, etc.).
2. The Contractor shall not be liable for any damages caused by non-performance by the Client of his obligations specified in Article 4 hereof, and in particular for any damages caused by the fact that the interpreter has not received a complete set of materials required to prepare for the assignment.
3. The Client shall be materially liable if any equipment made available to him by the Contractor is lost, partially or fully damaged, including the collected receivers and headsets used for simultaneous interpreting, handed over based on a delivery and acceptance protocol, if these are part of the commissioned services or are used during the service delivery by the clients, their employees or other persons commissioned to perform any services.

ORDER CANCELLATION

§ 12

1. The Contractor shall be entitled to withdraw from performance of the commissioned services referred to in Article 1 hereof if the Client does not cooperate in completing such services. In such an event the Client shall pay the expenses incurred for the purpose of completing such order and a part of remuneration corresponding to the value of work already performed.
2. The Client shall be entitled to cancel the services referred to in Article 1 hereof at any moment.
3. If the order is cancelled 7 working days prior to the assignment date or earlier, the Client shall pay the remuneration corresponding to the value of work performed up to the moment in which the Contractor receives the order cancellation notice, however, such amount may not be less than 30 per cent of the total value of such order.
4. If the order is cancelled 5 to 6 working days prior to the assignment date, the Client shall pay the remuneration corresponding to the value of work performed up to the moment in which the Contractor receives the order cancellation notice, however, such amount may not be less than 50 per cent of the total value of such order.
5. If the order is cancelled 4 working days prior to the assignment date or later, the Client shall pay 100 per cent of the value of the order.
6. Cancellation of an order by the Client shall be effective only if it is made in writing and shall otherwise be null and void. Such notice has to be delivered to the Contractor's office in person by the Client or by any persons authorised by the Client, or by traditional postal service, courier service, via e-mail or fax.
7. Cancellation of an order referred to in this point should be delivered to the Contractor from Monday to Friday, between 10.00 am and 06.00 pm. If these hours are not observed, such cancellation shall be effective from the next working day.
8. The Contractor shall not be liable for any delays in the delivery of notices referred to in points 5 and 6 above if these result from disturbances in telecommunications connections or from delayed performance of postal or courier services.
9. In the case of orders of the value of more than PLN 10,000.00 (ten thousand zlotys) the Contractor and the Client may together agree on individual time limits for order cancellation.

FINAL PROVISIONS

§ 13

1. These general terms and conditions of services performed by Blackbird Group Sp. z o.o. shall enter into force on 30 October 2014, that is on the day they are published on the Contractor's website.
2. Blackbird Group Sp. z o.o. reserves the right to amend these Terms and Conditions. The valid Terms and Conditions are published on the Contractor's website and shall be available at the Contractor's office, with the date from which they are effective given.
3. To matters not regulated by these Terms and Conditions the provisions of the Polish Act of 23 April 1964 'The Civil Code' (Dz.U.2014.121 consolidated text) shall apply, as well as the provisions of the Polish Act of 4 February 1994 on copyright and related rights (Dz.U.2006.90.631 consolidated text).
4. Invalidity of any provisions hereof, if declared in a binding court decision, shall not affect the validity of any other provisions hereof. In such an event, the Parties shall replace such provisions with other valid provisions.

5. In the case of any disputes concerning the performance of translation or creative services such disputes shall be settled by both parties through negotiations, in an amicable atmosphere and based on partnership principles.
6. Any disputes that are not settled through amicable negotiations shall be resolved by the court having jurisdiction over the registered office of the Contractor.
7. In the case of any discrepancies between the Polish and English versions of these terms and conditions, the Polish version shall be the binding one.