

Return to:

Agentur Quaranta
 Personal, Dolmetschen und Promotion mit Menschen über 30
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 Tel. +49 8121 225212 | Fax +49 8121 2288811
 info@agentur-quaranta.de | www.agentur-quaranta.de

Exhibitor	Hall / Stand no.	Outdoor exhibition area / Block
VAT no.	Contact	
Street / P.O. Box	E-mail	
Country / Town / Postcode	Tel. with area code and ext.	Fax with area code and ext.

Agentur Quaranta provides you with personnel for trade fairs, congresses and events to suit your needs. Our staff are experienced, both generally and with specific regard to events, linguistically versatile and varied, with good intercultural and communication skills, good under pressure and with a service focus. We deploy our staff on site on a long-term or flexible, short-term basis.

Our services in detail

- advice on the languages needed
- advice on selection and team formation based on file cards and option of preliminary, personal discussion
- you can contact us prior to and during the event on a 24-hour basis
- project planning from interpretation through to special promotions

We would be pleased to provide you with a non-binding quotation for:

Service staff / Interpreters / Promotion staff

Male Female No. of persons _____ Age approx. _____

Duties

- Information Promotion Specialist advice Meet&Greet
 Team leadership Presenting Service Kitchen
 VIP care Bar / Barista Entertainment
 Other (please specify) _____

Language skills and combinations required

- German English French Chinese
 Japanese Italian Portuguese Spanish
 Russian Arabic
 Other Language _____

Nature of language skills required

- Native speaker Sound negotiating skills
 Fluent Basic skills

Interpretation and translation (bookable on hourly, half-day and full-day basis)

- Conversational interpreting (meet&greet, simple discussions; trade-fair assistance)
 Professional interpreting (subject-related, negotiations, trade-fair assistance, consecutive – simultaneous)
 Sign language interpreting
 Translating (texts, flyers, contracts, plain language)

Deployment times (including breaks)

- Briefing on site in advance requested (minimum 2 hours)

Appointment for briefing

On trade-show days

First day	from	to	no. of hours
Subsequent days	from	to	no. of hours
Last trade-show day	from	to	no. of hours

Type of clothing required

- Standard (suit/ladies' suit black, dark blue or gray, white blouse / shirt)
 Clothing to be supplied by exhibitor
 Rental uniforms or rental clothing

please specify

Place / date	Company stamp and legally binding signature of exhibitor
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■ Important Note

This is a non-binding **inquiry form** that enables us to submit an appropriate quotation with suitable proposals to you.

We would be pleased to draw up an appropriate quotation with proposals for you within three working days, initially with the aid of file cards.

Any contract agreed is concluded directly between the exhibitor and Messe München GmbH's contracting company following confirmation of quotation.

On request, **Agentur Quaranta** supplies personnel in accordance with the provisions set out in the German Temporary Employment Act, or freelancers that work for Agentur Quaranta for own account. The prices charged include the social security deductions and taxes required by law. The service provision agreed is monitored regularly during the trade fair. We are present on site throughout the deployment should you need to contact us. Appropriate staff will be supplied in emergencies or as replacements for any staff who are unavailable.

■ Terms of business for personnel deployed by Agentur Quaranta

A contract is concluded exclusively between the client and the contractor (hereinafter also referred to as “Agentur Quaranta”) by way of order placement and order acceptance. The contractor is entitled to appoint freelancers (hereinafter referred to as “staff deployed”) to carry out the order. No contract is concluded between the client and the staff deployed in the event that staff deployed are appointed by the contractor.

The following points are deemed to have been agreed bindingly between the client and the contractor in connection with the services set out in this quotation:

1. Obligations:

The client undertakes not to enter into any direct contractual relationship with the staff deployed. The client undertakes to provide the staff with the agreed payment on time subject to due and order-compliant service provision.

2. Quotations and conclusion of contract:

Quotations are non-binding. The acceptance of orders and all agreements concluded by word of mouth, by telephone or by Agentur Quaranta staff are invalid unless agreed in writing.

3. Cancellation of orders:

If the order is cancelled in full or—if agreed—individual items of the order are cancelled prior to the deployment of the staff, all work carried out up to the point of cancellation will be charged for on an hourly basis. In such case, the fee for each hour worked is EUR 70.00 plus VAT. If agreed services that have already been paid for are not utilized at all or only in part, the client is not entitled—in the absence of any agreement to the contrary—to either a credit note or refund. Excepted are services performed and invoiced according to expenditure.

4. Cancellation of staff deployed:

If staff that has been booked is cancelled by the client up to three days prior to deployment, 50% of the order value is due. If cancellation is made at a later point in time, 80% of the agreed order value is due. Section 3 of these terms of business remains unaffected by this.

5. Execution of order:

The temporary staff is selected by Agentur Quaranta in line with the order requirements. In the case of illness or incapacity to work on the part of the staff deployed, Agentur Quaranta will provide suitable replacements at no extra cost. Should it prove necessary in the course of the deployment to render services other than those agreed in the contract, this should be coordinated with Agentur Quaranta prior to service provision. Agentur Quaranta may, for good cause that is to be notified to the client, assign the execution of an order to staff other than originally agreed prior to or during order execution. Price changes are only possible during the course of the execution of an individual order if the requirements change. Agentur Quaranta reserves the right to cancel the order with immediate effect if the execution or support thereof is illegal, immoral or a risk to health. Agentur Quaranta reserves the right not to execute the order for good cause (notably the client’s imminent or actual insolvency) or due to contractually non-compliant payment, whereby this does not exempt the client from his payment obligations.

6. Limitation period:

If defective service provision is not notified in writing to Agentur Quaranta within two weeks of service provision, any entitlements that may exist will lapse.

7. Liability:

In the absence of any provisions contrary to those set out in these terms of business, Agentur Quaranta is liable for damages due to the violation of contractual or non-contractual duties only if it is guilty of willful or grossly negligent conduct. Notably if the staff deployed are subject to the instructions of the client during deployment, Agentur Quaranta is not liable for any damage that may arise. Compensation claims lapse within a period of three months starting from the end of service provision. Any compensation to which the client may be entitled amounts at most to the amount of the remuneration agreed for such part of the service that was not rendered in a contractually compliant manner.

If Agentur Quaranta is unable to render the services concerned for reasons for which it is responsible, the client may claim compensation. This is limited to the remuneration for the part of the services that Agentur Quaranta could not provide for reasons for which it was responsible.

Further compensation claims of the client above and beyond that set out above are ruled out in cases of delayed delivery or non-fulfillment due to force majeure, illness, strike or lockout. In the case of open-air events, the client bears the weather risk.

The client also bears the operating and personnel risk for the due and proper handling of the event and the liability in full for the safety of the staff deployed and equipment of Agentur Quaranta. Agentur Quaranta assumes in this connection no liability at all for damage of any kind whatsoever caused by personnel or visitors. The client will be charged with any loss, glass breakage and any costs incurred due to damage to the site, premises or underground pipes and cables caused by the installation of trade-fair booths, platforms, stages, tents, etc.

8. Payment:

The payment due for the order, notably the remuneration of the staff deployed, is billed exclusively by Agentur Quaranta and is—in the absence of any agreement to the contrary—payable immediately after invoicing. Payments are to be made in full and immediately to the agency’s account without deductions for bank charges and transfer costs. The client undertakes to sign the work records of the staff deployed submitted to him during or after the end of the term of the order, or else to acknowledge the correctness of the data from Agentur Quaranta in the absence of the above. Travel and other expenses will be billed as per cost incurred and after prior coordination only. Flights are only permitted in Economy Class and rail journeys in 2nd class. Journeys by car are charged at EUR 0.37 per km. Detailed billing of the journey times, breaks, training periods, kilometer allowance, etc. does not make economic sense due to the many individual items and associated administrative expense. In the event that this is nevertheless required by the client, it must be agreed prior to order placement. This service will then be billed as per cost incurred.

9. Non-competition guarantee:

The personnel deployed by Agentur Quaranta may not be employed either temporarily or permanently or appointed as a subcontractor or brokered to third parties for a period of 18 months after the end of the deployment. A fine of EUR 3,000 per person is herewith agreed for each case of violation. Further claims for compensation remain unaffected by this.

10. Other terms:

The client and Agentur Quaranta are entitled to make unlimited use of all the documentation including image and film material recorded during the period of deployment for their own promotional and presentational purposes. This may include the client’s registered trademarks and products. The contracting parties allow each other to publish press releases. Quaranta is to be quoted by name in publications as the copyright holder and executing agency.

The client and the contractor mutually guarantee confidentiality in respect of their cooperation and will not provide any third party with information on the agreed fee.

11. Severability clause:

Should any single provision of this agreement be or become invalid, this does not affect the validity of this agreement and order as such. The two contracting parties undertake in such case to formulate a provision that comes closest to the meaning and spirit of the original provision.

There are no supplementary undertakings agreed verbally. Amendments and additions to the terms of business must be agreed in writing. This also applies to the written form requirement.

This agreement and the entire legal relationship between the client and the contractor are subject to the law of the Federal Republic of Germany with the exception of the provisions concerning private international law.

The exclusive place of jurisdiction for all disputes arising from or in connection with this order is—insofar as this is permissible—Munich.