

**These Terms of Business are issued by Lis-Britt Dalkarl, owner of Writing at Heart, and are the basis on which the business executes translation and related work.**

## Definitions

In these Terms of Business:

- a) the **Client** is the person or corporate body that places a Commission;
- b) the **Commission** is the assignment or work placed with the Translator by the Client and may comprise translation, abstracting, revising/editing translations or any other similar work or associated work to be agreed between the Client and the Translator;
- c) the **Contract** is the contract entered into between the Client and the Translator in respect of the Commission and any requirements of the Commission;
- d) the **Translator** is Lis-Britt Dalkarl, owner of Writing at Heart, a sole proprietorship (“eenmanszaak”), based in Rotterdam and registered with the Dutch Chamber of Commerce (Kamer van Koophandel). Registration number 55046339;
- e) the **source language** is the language in which the text to be translated or abstract is written;
- f) the **target language** is the language into which the text of the commission is to be translated or the abstract is to be written; any text to be revised or edited will also be in the target language;
- g) for the purpose of translation and related work, **requirements** shall include the required layout, software, deadlines, target language, the purpose of the translation or related work (e.g. whether for publication, information), method of delivery, any special terminology to be used, whether proofreading/checking will be done by the client.

## Purpose

These Terms of Business are intended:

- a) as a basis for executing Commissions and will be made available to Clients; and
- b) to form the basis of a good working relationship between Clients and the Translator.

If a situation not addressed in these General Terms and Conditions arises between parties, the situation shall be judged in accordance with the spirit of these General Terms and Conditions.

## **Acceptance**

A Commission shall not be considered as agreed and confirmed until a signed Contract has been exchanged between the Translator and the Client. Unless otherwise agreed, the Translator shall not be obliged to accept a Commission if the Client fails to place the work within the agreed time frame.

## **Cancellation**

In the event of cancellation of the Commission by the Client after the exchange of Contract, the Client shall be liable for all work completed up to the cancellation date, and for all other costs and expenses that may accrue as a result of such cancellation.

## **Delivery**

Files sent electronically will be deemed to have been received unless notified otherwise within at most 24 hours after the expected delivery time.

## **Fees**

Fees/rates shall be agreed before the Commission is commenced and any quotation based on the Client's description of the work shall only be binding once full details of the Commission and the requirements have been confirmed in writing.

If it emerges after the Commission has commenced that not all the relevant information has been provided and/or if there are any changes to the requirements, the Translator may vary the fees/rates accordingly.

As a qualified member of the Chartered Institute of Linguists (UK), the Translator will not provide free "test" translations.

Where VAT is chargeable it will be charged on top of the quoted fee.

## **Payment**

All work must be paid for and payment shall be made within 30 days of the date of the invoice issued by the Translator to the Client. All bank charges shall be borne by the paying party unless otherwise agreed in writing.

In the case of long commissions, the Translator may require payment in instalments.

First-time customers must pay at least 50% in advance by bank transfer; regular customers will be sent an invoice (normally by e-mail) and must pay within 30 days. Customers vouched for by at least two qualified and trusted colleagues of the Translator may also qualify for 30 days' credit from the start.

In case of overdue payments, the Translator has the right to pass on any claim for collection.

All costs the Translator may have to make in order to recover a debt, such as collection charges and interest, are to be borne in full by the Client.

### **Copyright in translating**

When it is agreed that copyright is to be assigned to the Client after translation, such copyright shall only be assigned when full payment for the Commission has been received. Until such time, the Translator shall own the copyright.

Copyright may subsist in material in written or spoken form or recorded in electronic form.

If the Translator assigns copyright and the translation is subsequently published, the Translator expects the Client to acknowledge their work in the same way as for others involved in the publication, unless otherwise agreed (for example, in the case of promotional material).

If the translation is to be incorporated in a translation memory, the Translator shall license use of the translation for this purpose.

If the translation is in any way amended or altered without the Translator's written permission, the Translator shall not in any way be liable for the amendments made or their consequences.

The Translator accepts a Commission from the Client on the understanding that performance of the translation task will not infringe any third party rights. The Client undertakes to keep the translator harmless from any claim for infringement of copyright and/or other intellectual property rights in all cases.

### **Confidentiality**

The Code of Professional Conduct of the Chartered Institute of Linguists requires Translators who are CIOL members to treat all work performed by them or any third parties (e.g. checkers, proofreaders) and any information given to them as confidential.

The Client shall not, without the express written consent of the Translator, disclose to third parties any information relating to fees.

The Translator will not make copies in addition to those required in the normal conduct of business and copies shall be for internal use only. Only such copies shall be retained as are required for professional indemnity insurance.

## **Complaints**

Any complaint by the Client about the Translator's work shall be submitted to the Translator within 14 days.

## **Liability**

Neither party shall, under any circumstances whatsoever, be liable to the other, whether in contract, tort (including negligence) or restitution, or for breach of statutory misrepresentation, or otherwise, for any:

- a) loss of profit;
- b) loss of goodwill;
- c) loss of business;
- d) loss of business opportunity;
- e) loss of anticipated saving;
- f) loss of corruption of data or information; or
- g) special, indirect or consequential damage, suffered by the other party that arises under or in connection with the Contract.

Without prejudice to clause 11.1, the Translator's total liability arising under or in connection with the Contract, whether in contract, tort (including negligence) or restitution, or for breach of statutory misrepresentation, or otherwise, shall in all circumstances be limited to the invoiced value of the work.

## **Force majeure**

If unavoidably prevented from fulfilling the Commission, the Translator will notify the Client of the circumstances, which shall entitle the Client and Translator to withdraw from the contract. The Client shall pay the Translator for any work completed and in consultation with the Client, use reasonable endeavours to source a replacement Translator of equivalent competence and qualifications.

## **Applicable law**

The laws of The Netherlands shall govern the Contract and the Client agrees to submit to the exclusive jurisdiction of the Dutch courts.

The parties shall initiate court proceedings only if they have done their utmost to resolve the dispute through mutual consultation.

Updated October 2017