



GENERAL TERMS OF BUSINESS

1. SCOPE AND OPPOSABILITY OF THE GENERAL TERMS OF BUSINESS

All translations commissioned by the Client imply the Client's full acceptance of these General Terms of Business. No other terms of service are in effect until formally approved in writing by the Translator.

Any work done by the Translator implies that the Client agrees to these terms of business and waves their right to their own terms of purchase. In the absence of express acceptance, no contrary condition may be raised in objection to the Translator, regardless of the time the Client was made aware of it.

The fact that the Translator does not insist at any given moment on applying any one of these terms must not be interpreted as an invalidation of any said terms.

2. ORDERS AND QUOTATIONS

Each order placed by the Client shall be preceded by a free quotation issued by the Translator based on the documents to be translated (proofread and/or transcribed) and information provided by the Client.

The quotation, sent to the Client by post or email, will include:

- The number of pages or words to be translated (proofread and/or transcribed);
- The source and target languages;
- The procedures used for determining the translation (proofreading and/or transcribing) fee/rate: either at a flat rate or based on the Translator's rates in effect when the quotation is issued, such as the number of source or target word, by line, page, or by hour;
- The time of delivery for the translation (proofreading, transcription);
- The format of the documents in case the Client asks for a specific layout;
- Any extra charge for emergency translations (proofreadings, transcriptions), specific terminology research, or any other work or conditions the Translator does not usually provide.



To confirm the order, the Client should return the signed quotation without any amendment, either by post - signed and agreed - if the quotation was sent by post or by email with their written consent if the quotation was sent via e-mail. If the Translator does not receive this confirmation of the quotation, she reserves the right not to start the work.

Should the order not be confirmed according to the abovementioned terms within three months of the quotation's date of issue, said quotation shall be considered null and void.

The Translator reserves the possibility to increase the price of her work and/or not to meet the deadline fixed on the quotation, if she has informed the Client first, especially in the following circumstances:

1. The source material has been altered or there is additional source material to be translated after the quotation was issued by the Translator, in which case the Translator can adapt the price according to the number of words added or changed;
2. The Client has not provided the full source material when the quotation was issued, and the Translator issued the quotation based on an approximate number of words or just part of the source material.

Should the Client not formally agree to these new delivery and/or billing conditions, the Translator reserves the right not to start the work. Unless otherwise stated on the quotation, any extra charge resulting from these new conditions are the Client's responsibility.

Any discount, flat rates or tapering rates are at the discretion of the Translator and only concern the work billed in the quotation. Any such discounts cannot be considered in any way to be a right of the Client for future services.

In case no quotation was issued by the Translator, translation (proofreading, transcription) services will be billed in accordance with the rate usually applied by the Translator.

3. PROOF

The Client agrees to acknowledge that email, copy and computer medium are perfect proof and regarded as equivalent to the original acceptance of the quotation.



4. ADVANCE PAYMENT

For any order exceeding €1,000 (exclusive of tax) an advance payment may be requested at a rate specified on the quotation. In such a case, the translation shall begin only once the advance payment has been received.

5. TIME OF DELIVERY

When the Translator has received all the documents part of her translation (proofreading, transcription), the time of delivery stated on the quotation is only valid if the Client confirm their order according to the conditions above (section 2) within 3 (three) working days of receiving the quotation. After this date, the time of delivery can be changed depending on the Translator's workload.

6. OBLIGATIONS OF THE TRANSLATOR

The Translator undertakes to provide a translation (proofreading, transcription) that is as faithful as possible to the original and that complies with professional standards. All technical information provided by the client such as glossaries, drawings, maps or abbreviations shall be included in the translation when appropriate. The Translator declines any responsibility if the source material is incoherent or ambiguous: the technical coherence of the final text is the Client's full responsibility.

7. OBLIGATIONS OF THE CLIENT

The Client agrees to provide all the source material to the Translator along with any technical information needed to understand the source material and/or the required specific terminology. Should the Client fail to comply with their obligation to inform the Translator, she cannot be held responsible for non-compliance or if the time of delivery set in the quotation is not respected.

From the day they receive the translated and/or proofread documents, the Client has 10 working days to express any claim regarding the quality of the Translator's work in writing. After these ten days, the work will be considered as fully satisfying and no claim will be valid. The Client will thus agree to consider that any acknowledgement of receipt by post or email is proof of delivery.



8. CONFIDENTIALITY/PRIVACY

The Translator undertakes to respect the confidentiality of the information given to her before, during or after her work. The originals will be returned to the Client at their request.

The translator's liability cannot in any case be engaged for any interception of information during transmission, especially over the Internet. It is therefore the Client's full responsibility to inform the Translator before or when they pass the order, of any transfer conditions they wish to be applied to guarantee the confidentiality of sensitive information.

9. FORMAT

The translation (proofreading, transcription) shall be delivered to the Client by email in Microsoft Word format. If agreed, it can be sent by post. Any other delivery method should be agreed upon by the two parties and can be charged extra.

10. RESPONSIBILITY

In any case, the responsibility of the Translator is limited to the amount of the quotation concerned.

In no case should the Translator be held responsible for claims related to nuances of style.

Times of delivery are estimates only and cannot be considered as a legal obligation. No delay can result in penalties. In any case, the Translator cannot be liable for any direct or indirect damage to the Client or to third parties resulting from a delay - especially due to force majeure - nor for any delay in delivery by electronic devices, email and other postal services.

11. CORRECTING AND PROOFREADING

Should a disagreement on parts of the work arise, the Translator reserves the right to proceed to corrections in agreement with the Client.

Should the translation (proofreading, transcription) be meant to be published, the Translator shall receive the printer's proof to proofread before publication.



Unless otherwise stated in writing, correcting and/or proofreading are charged extra based on the usual hourly rate.

12. TERMS OF PAYMENT

Unless specific conditions are stated on the quotation, the bills are exclusive of tax and must be paid within 30 days after the bill is issued.

In case the Client pays by bank transfer from abroad, all change and bank charges will either be charged extra on the quotation, or be separately billed to the Client.

In case of late payment, all pending orders may be rightfully suspended until full settlement of the order and the Client shall be liable to pay interests for delay at the rate of 10% of the amount of the bill.

The translation (proofreading, transcription) remains sole property of the Translator until full payment of the order.

13. INTELLECTUAL PROPERTY

The Client warrants to the Translator that they have full right, power and authority to have the material translated, and that the translation of the material by the Translator will not result in the infringement of any existing copyright. Consequently, they must themselves be the author of the original document or have obtained the written authorisation from the owner of the document's copyright.

Failing that, the Translator cannot be held responsible in any way if all or part of the documents given to her by the Client infringe the rights of a third party or applicable regulations. In such a case, the Client alone shall bear the risk and full liability of damages and financial consequences since they would be the result of their own negligence.

Furthermore, the Client acknowledges that the translation obtained by the Translator is a new document which copyright is co-owned by the author of the original document and the Translator. Consequently, should the translation be of a literary or artistic nature, the Translator reserves the right to demand, without waiving her patrimonial rights on her work, that her name be mentioned on any copy or published version of her work, in accordance with the French Intellectual Property Code, section L.132-11.



14. CANCELLATION

In the event that an order in the course of execution is cancelled, whatever the reason given in writing to the Translator, the work that has already been done will be billed to the Client at 100% and the remaining work at 50%.

15. AMICABLE SETTLEMENT

In the event of a dispute of any nature, both parties agree to try and resolve the matter amicably, as follows. As soon as the dispute occurs, either party may refer the matter to the arbitration commission of the Société Française des Traducteurs by registered letter with acknowledgement of receipt (LRAR) and send a copy by LRAR to the other party. Both parties will let the commission decide on a mediation that shall result in a transaction. Both parties agree to do everything in their power to resolve the matter, and agree to do so in all good-faith. They also agree not to take any legal action in the four months following the referral of the dispute to the commission. Any attempt to resolve the matter through channels other than the Commission during this time may result in the rejection of the case by the Commission or in the incapacity to resolve the matter amicably and shall justify the payment of €1,500 to the other party.