

Terms & Conditions

These terms and conditions constitute a legally binding agreement between the Client and Translator, regarding services provided or to be provided by Translator. The provisions of these Terms and Conditions are to prevail in the event of conflict with any statements, proposals, contracts, marketing materials, or agreement. Submission of source materials (as defined below) constitutes acceptance of all these terms and conditions.

1. DEFINITIONS

Agreement shall mean the Order and the Translator's acceptance of the Order for the provision of the Services by Translator to the Client.

Translator shall mean freelance translator František Barančík, registered in the Trade register of the Slovak Republic No. 43350925 having his Registered Office and principal place of business at Slnecná ulica 325/8, 96237 Kováčová, Slovak Republic

Charges shall mean the fees, charges and expenses for the Services as set out in the Quotation form.

Client shall mean any individual, company, firm, organization or other legal person who commissions the services.

Source Material shall mean any text or media containing a communication which has to be translated, and may comprise text, sound or images.

Translated Material means any documents, transcripts, translations, materials, elements of text, images, graphics, photographs, designs, data or other information provided by Translator to the Customer relating to the Services.

Quotation means the form to which these terms and conditions are appended.

Services mean the services to be provided by Translator for/to the Client.

2. COPYRIGHT

2.1 Translator accepts an order from the Client on the understanding that performance of the translation task will not infringe any third party rights.

2.2. The Client undertakes to keep Translator harmless from any claim for infringement of copyright and/or other intellectual property rights in all cases

3. FEES: (binding) Quotations and (non-binding) Estimates

3.1. In the absence of any specific agreement, the fee to be charged shall be determined by Translator on the basis of the Client's description of the source material, the purpose of the translation and any instructions given by the Client.

3.2. A final quotation will not be given by Translator until Translator has seen all of the source material and have received final instructions from the Client.

3.4. Any fee quoted, estimated or agreed by Translator on the basis of the Client's description of the task may be subject to amendment by agreement between the parties if, in Translator's opinion on having seen the source material, that description is materially inadequate or inaccurate.

3.5. An estimate shall not be considered contractually binding, but given for guidance or information only.

3.6. Subject to paragraph 3.2 above, a binding quotation once given after Translator has seen all the source material shall remain valid for a period of thirty days from the date on which it was given, after which time it may be subject to revision

4. ACCEPTANCE

4.1 All orders will be deemed accepted following receipt of source material together with confirmation in writing from the Client, sent via fax, email, post or in person to Translator. Each order, when accepted, constitutes a separate contract.

5. DELIVERY

5.1 Any delivery date or dates agreed between Translator and the Client shall become binding only after Translator has seen all of the source material to be translated and has received complete instructions from the Client.

5.2. A delivery date shall be specified in the quotation and Translator shall endeavour to meet such requirement.

5.3. Costs of delivery of the translation shall be borne by Translator.

5.4. Unless otherwise agreed, Translator shall dispatch the translation in such a way that the Client can reasonably expect to receive it not later than the normal close of business at the Client's premises on the date of delivery.

6. CORRECTIONS

6.1 Translator shall correct free of charge indisputable mistranslation, omissions, typo, grammatical mistake or non-adherence to any approved glossary or reference.

6.2 The Client agrees that Translator shall have no liability or obligation regarding errors in translations unless Translator received notification of the error(s) within ten (10) working days following delivery of the Translated Material to the Client.

6.3. Translator sole obligation with respect to errors shall be the obligation to correct the translated material at no cost to the Client.

7. CONFIDENTIALITY

7.1 Any original documents or information provided by the Client as confidential, and any translated material, shall be treated as confidential by Translator.

7.2 Translator shall not without the prior consent by the Client, divulge or otherwise disclose such information to any third party. Nevertheless a third party may be consulted over specific translation terminology queries, provided that there is no disclosure of confidential material

7.3 Provision 7.1 above shall not apply to any documentation, data or other information that are public knowledge at the time they are provided by either party, and shall cease to apply if it becomes a matter of public knowledge other than by disclosure by Translator.

7.4 Translator shall be responsible for the safe-keeping of the Client's documents and copies of the translations during the performance of the task and during a period of 12 months from the date of delivery, after which Translator shall ensure their secure disposal. Should the Client require any documents to be destroyed, this shall be requested in writing

8. CANCELLATION

8.1 If a translation task is commissioned and subsequently cancelled, reduced in scope or frustrated by an act or omission on the part of the Client, the Client shall except in the circumstances described in provision 8.2 below, pay Translator the fees relative to the scope of already translated part of the text, however, minimum 10 % of the total fees for complete translation. The work completed shall be made available to the Client.

8.2. Neither Translator nor the Client shall be liable to the other or any third party for consequences which are the result of circumstances wholly beyond the control of either party.

9. PAYMENT

9.1. Client should make the payment by return of receipt of invoice issued by Translator, or as specified on any quotation or estimate provided by Translator.

9.2 For long assignments or texts, the Translator may request payment in advance and periodic partial payments on terms to be agreed.

9.3 In the event of late payment, Translator shall be entitled to exercise his statutory right to interest at the rate of 8% per annum to all overdue amounts from the date on which they become due until they are paid in full.

9.4 If payment remains overdue for more than 21 days, Translator reserves the right to stop the provision of the Services until payment of all outstanding charges and interest is made or other terms are agreed.

10. COMPLAINTS AND DISPUTES

10.1 Failure by Translator to meet agreed order requirements shall entitle the Client to:

10.1.1 reduce, with Translator's consent, the fee payable for work done by a sum equal to the reasonable cost necessary to remedy the deficiencies, and/or

10.1.2 cancel any further instalments of work being undertaken by Translator.

10.1.3 Such entitlement shall only apply after Translator has been given opportunity to bring the work up to the required standard.

10.1.4 This entitlement shall not apply unless Translator has been notified in writing of all alleged defects.

10.2 Any complaint in connection with a translation task shall be notified to Translator by the Client within ten days of the date of delivery of the translation.

10.3 If the parties are unable to agree, the matter may be settled by two independent interpreters, one appointed by each party. The costs for the opinion execution shall be borne independently by each party.

10.4 If a dispute cannot be resolved amicably between the parties, or if either party refuses to accept an independent opinion, the parties shall be subject to the jurisdiction of the Courts of Slovak Republic.

11. WARRANTIES AND LIABILITY

11.1 Translator shall carry out the Services using reasonable care and skill and in accordance with the standards of the industry.

11.2 Unless specified otherwise, translations shall be deemed to be required to be of "for information" quality.

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

11.4 Translator´s entire liability to the Client on any grounds whatsoever shall be limited to the invoiced value of the work

11.5 Neither party shall be liable to the other for any delay in, or failure of, performance of its obligations under the Agreement arising from any cause beyond its reasonable control including act of God, government act, war, fire, flood, explosion, civil commotion.

12. TERMINATION

12.1 Translator may terminate the Services at any time without prior notice and without affecting any accrued rights or claims of Translator where the Services are misused by the Client, for non-payment of the Charges or for breach of these terms or in the case of the insolvency of the Client.

13. NOTICES

13.1 Any notice required or permitted to be given by either party to the other under these terms will be in writing addressed to the other party at its registered office or principal place of business and will be delivered personally or sent by prepaid first class letter, by e-mail or by fax.

14. DATA PROTECTION

14.1 Translator may collect and hold personal information provided by the Client to process the Client's order and to provide the Services.

14.2 Each party shall ensure that during the performance of its obligations under these terms and conditions, will at all times comply with applicable laws governing the data protection.

15. GENERAL

15.1 The invalidity or enforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

15.2 These Terms and Conditions shall be governed by and construed in accordance with the laws of Slovak Republic. Disputes arising here from shall be exclusively subject to the jurisdiction of the courts of Slovak Republic.