

Terms and conditions of sale

Are you interested in using my services as a translator, interpreter, reviser or language tutor? Take a look at my terms and conditions first to make sure they suit you.

Are you considering a collaboration or an assignment, but don't know how to proceed? Feel free to **contact** me so we can talk about the possibilities and/or terms we can both accept.

Here comes the boring part! Below are my terms and conditions of sale in a brief, manageable form to avoid any unpleasant surprises.

Definitions

The Service Provider: refers to Petra De Breuker, residing at Waversebaan 22B, box 0002, 3050 Oud-Heverlee (Belgium), registered under the company number 0646.851.923.

The Client: refers to the person commissioning one of the services offered by the Service Provider.

The Service: refers to the Service Provider's delivery of a service in the fields of translation, revision, interpreting or language teaching.

These terms and conditions apply to all quotes and/or orders for services to be delivered by the Service Provider on behalf of the Client, and to all contracts between the Service Provider and the Client.

Article 1 – General notes

1.1 These terms and conditions apply to the whole legal relationship between the Service Provider and the Client in the context of a specific contract, overriding any other (general) terms and conditions applied by the Client. Whenever the Client signs a quote, places an order and/or pays an invoice this action implies their permanent and irrevocable acceptance of these terms and conditions of sale and a waiver of their own terms and conditions of purchase.

1.2 Derogations from these terms and conditions may only take place with the express, written consent of the Service Provider. If the Service Provider does not take advantage of one or more provisions in a specific situation, this cannot be interpreted as a renunciation of the other provisions in these terms and conditions or of the possibility of taking advantage of the provisions in question in the future.

Article 2 – Quotes and signing the contract

2.1 All estimates and price quotes from the Service Provider are non-binding. The Service Provider sends them to the Client as email attachments.

2.2 The quote sent by the Service Provider to the Client always specifies the price and the Service delivery date. It remains valid for two days from the time when it was sent by email. Any change or expansion to the scope of a Service that occurs after the initial quote was sent invalidates this quote and requires a new quote to be issued. Unless a specific rate is mentioned when the Service is commissioned, the Service Provider will apply the rate used for services provided in the past for the same Client.

2.3 If the Service is not explicitly defined or specific documents are not given to the Service Provider by the Client when the quote is requested, the quote will be considered to be an estimate of the cost with no binding value, rather than a firm and final price offer.

2.4 The contract is only firmly and finally entered into once the Client has accepted in writing the Service Provider's quote or the Service Provider has accepted in writing the Service requested by the Client.

Article 3 – Deposit

The Service Provider may ask the Client to pay a deposit of 35% excluding tax for any Service for which the quote is higher than €1,000 excluding tax. The Service Provider will only begin working on the Service once the deposit paid by the Client reaches their bank account, unless agreed otherwise by both parties.

Article 4 – Contract changes and cancellations

4.1 If the Client alters the order for translation or revision after the contract has begun, the Service Provider reserves the right to review the delivery deadline and/or rate or to refuse the Service. If an order on which work has already begun is cancelled, the Client must pay for the proportion of the order that has been completed. This will be provided to the Client if they wish. The Service Provider cannot accept any responsibility for the quality of its content.

4.2 With regard to interpreting services, the following cancellation charges apply: 50% of the quoted amount six to ten working days before the Service, 75% two to five working days before the Service and 100% up to two working days before the Service.

Article 5 – Completion of orders and confidentiality

5.1 The Service Provider undertakes to complete the Service with all the skill, care, diligence and expertise required. However, they cannot be held liable for any reduction in quality arising from incomplete, inaccurate or incorrect information provided by the Client.

5.2 The Service Provider undertakes to handle the information supplied by the Client with total confidentiality to the degree that the completion of the Service allows. If the Service Provider commissions third-party translators, interpreters or other service providers to complete the Service, the same level of confidentiality about the information supplied must be required of them. However, the Service Provider cannot

be held liable for failure by these third parties to respect the confidentiality obligation if the Service Provider was not in a position to prevent it.

5.3 In the absence of an explicit agreement to the contrary, the Service Provider has the right to commission a third party to carry out all or part of a Service. The Service Provider nevertheless remains responsible for the proper completion of the Service and for maintaining confidentiality.

5.4 As far as possible, the Client must provide explanations about the content of the text to be translated when asked and, where applicable, make available to the Service Provider any relevant documentation or terminology they may have.

Article 6 – Deadlines

6.1 The deadline stated in the quote is for guidance only unless agreed otherwise in writing. The Service Provider undertakes to inform the Client immediately of any risk that the deadline may be missed for any reason as soon as they become aware of it.

6.2 If the Service Provider significantly exceeds the deadline agreed in writing for any reason, the Client has the right to cancel the order unilaterally, as long as it cannot be completed within a reasonable time scale. In this case, the Service Provider is not entitled to any compensation. On the other hand, cancelling the order does not exempt the Client from their obligation to pay for the proportion of the order that has been completed.

Article 7 – Rates and payment

7.1 In principle, the Service Provider sets the price of the Service based on a rate calculated according to the number of source words, lines or hours of work.

7.2 The quote issued by the Service Provider for a given Service applies only to this Service.

7.3 All amounts stated on a quote or contract are net and are subject to VAT at 21%.

7.4 Any additional costs associated with payment (such as bank, transaction or processing charges) are payable by the Client.

7.5 All invoices are payable in cash within 30 calendar days of their issue date, unless agreed otherwise.

7.6 Any invoice remaining partly or wholly unpaid on its due date will be increased automatically and without notice with lateness interest at 1% per month or part thereof following the invoice due date. In addition, fixed compensation equivalent to 10% of the invoice amount, with a minimum of €100, will also be payable to offset the loss suffered due to the delay in payment. All legal and out-of-court expenses incurred in recovering unpaid debts are payable by the Client if the judgement finds against them.

7.7 If an open invoice is not paid on time, the Service Provider reserves the right to suspend any orders in progress until the invoice concerned is paid.

Article 8 – Complaints and disputes

8.1 After the translated or revised document has been sent, the Client has seven days to submit any questions or comments about the content in writing. Once this period has passed, the Service delivered is considered to have been accepted firmly and finally. Comments, questions or complaints about the Service provided in no way exempt the Client from their obligation to pay the full amount agreed in the quote or the contract.

8.2 If the Client asks the Service Provider for clarifications about the correctness of certain aspects of the translation, and the Service Provider can demonstrate that the translations supplied are accurate and relevant, the Service Provider is entitled to invoice the Client for the additional time spent and any other expenses incurred.

8.3 If a complaint is well-founded, the Service Provider has the right to improve, correct or replace the Service provided within a reasonable time scale. If and only if the Service Provider is unable to respond to a request from the Client to improve or replace the Service, the Client may benefit from a discount on the price agreed in the quote.

Article 9 – Liability and compensation

9.1 The Service Provider is not responsible for the accuracy of the information provided by the Client, and cannot accept any liability for any loss resulting from its use.

9.2 The Service Provider is only liable to the Client for proven losses arising directly from a failure that can be attributed to the Service Provider. If losses are proven, the Service Provider's liability is always limited to the value excluding tax of the invoice issued for the Service concerned. The Service Provider can never be held liable for any other kinds of losses, whether they are indirect, consequential, due to delays or in the form of loss of earnings.

9.3 The Service Provider is not liable for losses resulting from any failure by the Client to comply with their obligations. This includes but is not restricted to situations in which the Service Provider asks questions about the Service and does not receive a suitable reply from the Client, making it impossible to complete the Service to the expected level of quality, or the Client fails to provide information or materials necessary for the proper completion of the Service.

9.4 The Service Provider cannot accept any liability for losses resulting from changes made to the Service without their consent following its delivery or from the incomplete use of the Service against their will.

Article 10 – Termination and force majeure

10.1 If the Client fails to fulfil their obligations, is declared bankrupt, enters liquidation or requests or obtains a payment delay, the Service Provider is entitled to terminate all or part of the contract or to suspend work on the contract without being liable for any compensation and to demand immediate payment of the sums due.

10.2 If the Service Provider has to suspend work on the contract for reasons of force majeure, they remain entitled to payment for the work carried out prior to the suspension and to costs incurred and deposits paid. Force majeure covers all external causes, predictable or not, over which the Service Provider has no control and which prevent them from fulfilling their obligations. These include but are not restricted to fire, accident, illness, strikes, rioting, war, government decisions, prolonged power cuts, obstacles to traffic and terrorist threats.

Article 11 – Intellectual property

Unless expressly agreed otherwise in writing, copyright in the translations or revisions carried out by the Service Provider is transferred to the Client when the Client has settled all their financial and other obligations to the Service Provider in relation to the Service concerned.

The Service Provider cannot be held liable if the documents supplied by the Client infringe the intellectual property rights of a third party, and the Client alone will be liable for any losses and financial consequences.

Article 12 – Competent courts

All contracts between the Client and the Service Provider are subject to Belgian law. Any disputes are subject to the exclusive jurisdiction of the Dutch-speaking courts in the Service Provider's place of residence.

Congratulations – you made it to the end! If any of these points seem unclear, feel free to send me an email.