

Terms & Conditions

This English version is a translation of our Dutch *Algemene Voorwaarden*. In the event of any discrepancy between the two, the Dutch version will prevail.

Article 1 - General

1.1 All legal relations between **wordsmith.nl** (hereinafter referred to as agency) and the client shall be subject to these terms and conditions, to the exclusion of any terms and conditions used by the client, unless the agency has agreed otherwise in writing.

Article 2 - Quotations & formation of contract

2.1 All offers and quotations on the part of the agency are made without obligation.

2.2 Quotations and deadlines may at all times be revoked if the agency was unable to see the full text before the quotation was given. The contract is formed by the client's written acceptance of the agency's quotation or, if no quotation was given, by the agency's written confirmation of the assignment.

2.3 The agency is entitled to regard as its client the person who extended the assignment, unless that person expressly indicated that he was acting in the name and for the account of a third party, and provided that party's name and address were supplied to the agency at the same time.

Article 3 - Changes to or cancellation of assignments

3.1 If the client makes changes, other than minor ones, to the assignment after the contract has been formed, the agency shall be entitled to revise the delivery date and the fee.

3.2 If a client cancels an assignment, he is liable to pay for that part of the assignment that has already been completed plus a fee for research already carried out for the remainder, charged on an hourly basis. The agency will place the work already completed at the client's disposal.

3.3 If the agency has reserved time for the assignment and is unable to put it to other gainful use, the client shall be required to pay 50% of the fee for that part of the assignment that was not carried out.

Article 4 - Performance of assignments & confidentiality

4.1 The agency is required to perform the assignment to the best of its professional knowledge and ability for the purpose the client has specified.

4.2 The agency will treat all information supplied by the client as strictly confidential. The agency will require its associates to observe confidentiality. The agency is, however, not responsible for any breach of confidentiality by them if he can reasonably demonstrate that he was unable to prevent this breach.

4.3 Unless expressly agreed otherwise, the agency may have all or part of an assignment performed by a third party or third parties, without prejudice to its responsibility to observe confidentiality and ensure that the assignment is carried out properly. The agency shall require such third party to maintain confidentiality.

4.4 Upon request and where possible, the client will supply relevant information about the text to be translated, and also documentation and terminology, if available. Such documents will be sent for the account and risk of the client.

Article 5 - Deadlines & delivery dates

5.1 Any agreed delivery date is no more than a target, unless expressly agreed otherwise in writing. The agency is required to notify the client without delay if it has become clear to him that it will be impossible to deliver the translation on time.

5.2 Where the agency fails to meet an agreed deadline, in breach of the contract, and the client cannot reasonably be expected to wait for performance of the assignment, the client may cancel the contract unilaterally. In that case the agency will not be liable to pay any compensation.

5.3 The translation is deemed to have been delivered on the date and at the time it is sent.

5.4 Data delivered by electronic mail are deemed to have been delivered at the time the medium confirms transmission.

Article 6 - Fee & payment

6.1 Translation fees are normally based on an hourly rate. The agency may also charge for expenses agreed in advance with the client and connected with the performance of the assignment.

6.2 All sums stated are exclusive of VAT.

6.3 Where a time limit for payment has been agreed, in general 15 days after invoicing, payment must be made within that time limit. In all other cases payments must be made within 30 days, in accordance with European Directive 2000/35/EC.

6.4 All judicial and extrajudicial collection charges, including legal fees, bailiffs' fees and costs of debt recovery services, shall be paid or reimbursed by the client. Extrajudicial collection costs will be charged in accordance with the standard scale for such charges.

6.5 The agency may require the client to pay all or part of the fee and expenses in advance, and/or require security in the form of, for example, a bank guarantee, before starting work on the assignment. If the client fails to supply such security within five working days of a written request to that effect, the agency shall be entitled to suspend its obligations for a period fixed by the agency and/or terminate the contract. If the contract is suspended and/or terminated, the agency shall retain the right to compensation for the work carried out up to that point.

6.6 Before starting work, the agency may require payment in instalments during the course of the assignment. In that case, if the client fails to fulfil its payment obligations as stipulated in paragraph 6.3, the agency may suspend its obligations and/or terminate the contract. If the contract is suspended and/or terminated, the agency shall retain the right to compensation for the work carried out up to that point.

6.7 If the client is of the opinion that the amounts the agency has invoiced are incorrect, he is required to object in writing, specifying its objections, within the time limit stipulated in paragraph 6.3. If the client fails to comply with the requirements of this paragraph, he forfeits the right to object to the amount or composition of the invoice.

Article 7 - Complaints & disputes

7.1 The client must notify the agency of any complaints concerning the work delivered as soon as possible and in any event in writing within 10 working days of delivery. The fact that a complaint has been made does not release the client from its obligation to pay.

7.2 If the complaint is founded, the agency will correct or replace the work within a reasonable period of time or, if the agency cannot reasonably comply with the client's wish that the work be improved, he will reduce the price.

7.3 The client's right to complain shall lapse if the client has modified the work delivered, or had it modified, and then delivered it to a third party.

Article 8 - Liability & indemnity

8.1 The agency is liable only for loss or damage which is a direct and demonstrable consequence of a fault for which he can be held accountable in law. The agency is never liable for any other form of loss or damage, such as trading or consequential loss, loss due to delay, or loss of profit.

8.2 In any event liability is limited to the amount invoiced for the assignment ex VAT. The agency's liability is in all cases limited to a sum of €50,000 per event.

8.3 The agency is relieved of any liability if the text to be translated is ambiguous.

8.4 The assessment of whether the text to be translated or the translation entails any risk of bodily injury is entirely at the client's expense and risk; the client will indemnify the agency and hold him harmless against any claims from third parties in connection with bodily injury arising out of the use of the work delivered.

8.5 The agency is not liable for any loss of or damage to the documents, information or data carriers made available to him for the purpose of performing the assignment. Nor is the agency liable for loss or damage arising as a result of the use of information technology or modern means of telecommunications.

8.6 The client shall indemnify the agency and hold him harmless against all claims from third parties in respect of which the agency does not accept liability but where liability is nevertheless asserted.

Article 9 - Termination

9.1 If the client fails to discharge its obligations, or if its business goes into bankruptcy, or is liquidated, or if a court orders that payments to creditors be suspended, the agency shall be authorised to terminate the contract or suspend its performance in whole or in part without this giving rise to any obligation to pay compensation. In that case he can require immediate payment of the amount due.

9.2 If the agency is no longer able to discharge its obligations as a result of circumstances beyond its control, he may terminate the contract without being under any obligation to pay compensation. Such circumstances shall in any event include fire, accident, illness, strikes, riots, war, obstacles to transportation, government measures, or other circumstances over which he has no control.

Article 10 - Copyright

10.1 Unless expressly otherwise agreed in writing, the agency retains the copyright in the translations and other texts he produces.

10.2 The client shall indemnify the agency and hold him harmless against claims from third parties arising from alleged infringement of property rights, patents, copyright or other intellectual property rights in connection with performance of the contract.

Article 11 - Applicable law

11.1 The contract between the client and the agency shall be governed by Dutch law.

11.2 All disputes and claims that cannot be settled amicably as provided in paragraph 7 will be subject to the exclusive jurisdiction of the competent Dutch court.