

## **Terms and conditions**

### **1. Introductory provisions**

1.1 The company VM Translation with the seat on Podháj 63, 974 05 Banská Bystrica, registration number: 50573675, TIN: 1083683678, represented by Mgr. Veronika Maťúšová, is registered at the commercial register in Banská Bystrica under No. 620-38926 (hereinafter referred to as “Provider”).

1.2 Provider performs translation and interpreting services in the combination of English, French and Slovak languages. Other services include proofreading in any of the aforementioned languages, revision of translations in a combination of the aforementioned languages and counselling in interpreted events organising.

1.3 The e-mail address of the Provider is veronika.matusova@vmtranslation.eu. Telephone number of the services Provider is +421 915808114. Website can be found at [www.vmtranslation.eu](http://www.vmtranslation.eu). The Provider can be contacted via any of the aforementioned communication channels every working day from 8 a.m. to 6 p.m. and on the weekend and holidays from 11 a.m. to 4 p.m.

1.4 The Client is a person or organisation which orders a translation or interpreting assignment from the Provider via any of the aforementioned channels.

1.5 For the purpose of this contract, “agreement between the parties” means any form of agreement between the Client and the Provider – whether in an electronic, written or oral form.

### **2. Delivery conditions**

2.1 The Provider undertakes to carry out the assignment ordered by the Client using her best abilities and skills in accordance with the Code of professional ethics of the Slovak Association of Translators and Interpreters (SAPT). She also undertakes, as far as possible, to deliver a service of the highest quality possible, carried out to the best knowledge and skills, impartially and without prejudice.

2.2 The Provider undertakes to deliver the assignment by the date agreed beforehand with the Client. A special rate may be used for translation and interpreting tasks in case the

delivery time is shorter than 24 hours or if the service is to be delivered at a non-standard working time. The date agreed becomes binding after the Provider receives the source text to translate, revise or proofread, in case of interpreting after mutual agreement with the conditions.

2.3 In case of translation services, revision or proofreading, the Provider will deliver the service by sending the target text to the Client via electronic mail, unless otherwise agreed.

2.4 If a translation, revision or proofreading is to be delivered by post, the costs shall normally be borne by the translator. Where delivery requested by the Client involves expenditure greater than the cost normally incurred for delivery, the additional cost shall be chargeable to the Client. If the additional cost is incurred as a result of action or inaction by the Provider, it shall not be borne by the Client.

2.5 In case of interpreting services, the Provider will deliver the service at the place designated by the Client. In this case, the interpreter is only responsible for the interpreting assignment, the interpreting equipment (if necessary) has to be acquired by the Client on their own expense. The Provider can help find a suitable company providing this kind of services if the Client so wished.

2.6 The Client can order the service via any of the communication channels mentioned in article 1.3. The Client can use the forms found on the Provider's website to ask for a quote and after a mutual agreement make a binding order of the service.

### **3. Payment conditions**

3.1 The Client undertakes to pay an invoice drawn up by 15 days' time after the delivery of the service or according to mutual agreement with a period for payment of 30 calendar days, unless otherwise agreed.

3.2 The invoice will be paid by a SEPA bank transfer to the account number SK25 8360 5207 0042 0587 1318 (mBank).

3.3 The service cost is determined individually by the Provider taking into account the difficulty, language combination and scope of the service provided according to the quote sent beforehand. The Provider will send a quote after having seen the source text and received instructions from the Client.

3.4 In case of interpreting, the cost includes travel expenses as well as the remuneration for interpreting services. With interpreting, the Client shall provide enough water for the Provider. If the event lasts more than 4 hours, they shall provide also refreshments. In case of interpreting lasting several days or interpreting in the evening, the Client is required to provide accommodation for the Provider on their own expense.

3.5 The Provider has the right to increase the rate for service in the following events:

- if she only has less than 24 hours to translate or prepare for an interpreting event (in case of revision and proofreading applicable if there is more than 8 standard pages of text);
- in case of non-standard working hours;
- when the text is illegible, incomplete or otherwise difficult to process and its preparation requires disproportionate amount of time;
- in case of more difficult working conditions for interpreting.

Provider will inform the Client about such increase beforehand in the quote.

3.6 If any changes are made in the text or the Client's requirements at any time while the assignment is in progress, the translator's fee, any applicable supplementary charges and the terms of delivery shall be adjusted in respect of the additional work.

3.7 If the Client orders a translation, revision or proofreading from the Provider and later cancels the order before the delivery date, the Client is required to pay for the part of translation already finished to date of cancelling. The Provider is required to hand this finished part over to the Client.

3.8 If the Client orders a translation, revision or proofreading and cancels it on the delivery date, the Client is required to pay the whole cost of translation. The Provider is required to hand the translation over to the Client.

3.9 If the Client cancels an interpreting order less than 7 calendar days before the delivery date while having agreed to the quote beforehand, the Client is required to pay 30% of the agreed cost to the Provider.

#### **4. Reinsurance conditions**

4.1 If the Client is late with payment, the Provider informs them by electronic mail. If the Client does not react to the reminder in 20 calendar days, the Provider has the right to use the available legal means.

4.2 In case of overdue payment, the Provider has the right to increase the original cost by an interest of 1% for each overdue day. This is not applicable if the Client reacts to the reminder according to article 4.1 in 5 working days.

4.3 For long translations, revisions or proofreading documents, the translator may request an initial payment for a part of the cost in advance on terms to be agreed.

4.4 Nor the Client nor the Provider are liable for consequences out of their control, whether to each other or to a third party. The Provider is required to inform the Client immediately about such circumstances which will prevent her from delivering the service and help them, as far as possible, to find an alternative solution.

## **5. Return conditions**

5.1 If the Client wants to raise a complaint about the translation, revision, proofreading or interpreting, they shall do it in writing or via electronic mail and they shall prove the objective faults of the delivered service within 30 calendar days of the delivery of the service. If the complaint is valid, the Provider undertakes to provide a refund to the Client in form of credit equal to the paid amount which can be used for the next order(s).

5.2 If the parties are unable to agree, the matter may be decided by any member of the Slovak Association of Translators and Interpreters with the corresponding language combination and specialisation who cannot be related to either the Provider or the Client. Such referral shall be made no later than two months from the date on which the original complaint was made.

## **6. Cancellation**

6.1 The Client can cancel the contract if the Provider has not yet started working on the assignment, in case of interpreting maximum one week before the delivery date.

6.2 Cancellation of the contract after the Provider has already started working on the assignment is covered in articles 3.7, 3.8 and 3.9 of the present contract.

## **7. Copyright**

7.1 The translator accepts an assignment 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.

7.2 The copyright for the translation belongs to the Provider, unless otherwise agreed.

## **8. Protection of personal data**

8.1 The Provider undertakes to process the Client's personal data mentioned in any mutual conversation or in a web form on the website [www.vmtranslation.eu](http://www.vmtranslation.eu) in compliance with the principles of protection of personal data and to never disclose them to a third party.

## **9. Confidentiality**

9.1 The Provider undertakes not to disclose the content of the documents provided by the Client for translation, revision or proofreading as well as the content of interpreted events. This is not applicable if these information are available to public.

9.2 In case of translation services, in order to assure a high quality of translation, the Provider has the right to invite a reviser into the translation process. The reviser also undertakes not to disclose the content of the documents provided by the Client for translation.

## **10. Disputes**

10.1 In case of any disputes, the contracting parties shall try to solve the matter amicably before referring it to the court.

10.2 In case of court proceedings, the parties shall be subject to the jurisdiction of the Courts of the Slovak Republic.

## **11. Closing provisions**

11.1 These conditions enter into application by the date of publishing on the web site [www.vmtranslation.eu](http://www.vmtranslation.eu) and are valid for an indefinite period.

11.2 The Provider has the exclusive right to change the content of these Terms and conditions.

In Banská Bystrica on February 24, 2017