

General Terms and Conditions

1 General Provisions

- 1.1 *These General Terms and Conditions regulate the contractual relationships between Mgr. Petra Marxová, a certified translator and interpreter of English appointed by the Regional Court in Prague, with registered office at Fibichova 3026, 272 01 Kladno (hereinafter the “Translator”) and natural persons and legal entities ordering translations, proofreadings, interpreting or other services (hereinafter the “Customer”). The provisions hereof relating to translations shall apply accordingly to other services (proofreading, interpreting) provided by the Translator.*
- 1.2 *Unless otherwise agreed, the provisioning of all services which are the subject of the contractual relationship between the Customer and the Translator shall be governed by Act No. 165/1998 Sb., the Civil Code, as amended, and, in the case of translations or interpreting with certification, by the provisions of the Court-Appointed Experts and Interpreters Act No. 37/1967 Sb., as amended.*

2 Ordering Terms

- 2.1 *The contractual relationship between the Customer and the Translator is created upon a written order, which may be sent to the Translator by post or electronic mail or via personal delivery. Such order is binding for both parties. The documents to be translated (and, if certain specific terminology is required, also a list of terms to be used and/or reference texts) may be delivered by post or electronic mail or personally on a CD or flash-disk (hereinafter the “Medium”). If a certified translation is required, the document(s) must be submitted in documentary form (an original or a certified copy).*
- 2.2 *The order shall include the following:*
- *name and full address of the Customer/company name, ID No. and registered office;*
 - *telephone and/or e-mail contact of the ordering person;*
 - *specification of the service (translation, proofreading or interpreting, proofreading by a native speaker if required) and of the mutually agreed price (if the price is not agreed, the Translator shall charge and the Customer shall pay the usual price);*
 - *a mutually agreed date for handing over the translation or proofreading or date of interpreting;*
 - *requirements regarding the graphic elements of the text or the format of the document;*
 - *contact details of a person whom the Translator may consult over terminology and abbreviations.*

- 2.3 *Prior to sending a binding order, the Customer has the right to receive a non-binding price offer and a time schedule based upon the order sent to the Translator.*

3 Delivery Terms

- 3.1 *The Translator undertakes to perform the ordered work personally, with due care and to a high professional standard, and to submit the same to the Customer in an agreed manner and within the agreed time limit.*
- 3.2 *The Translator accepts liability for the documents and/or Media submitted to her by the Customer from the moment of physical takeover of the same or from the delivery of the same as registered mail to the moment of physical handover of the same to the Customer or to the postal service to be delivered as registered mail.*
- 3.3 *The Translator undertakes not to disclose any facts that she becomes aware of while performing work for the Customer or any data relating to the Customer or to any third party.*
- 3.4 *The Customer undertakes to take over the completed work within an agreed time limit and to pay the agreed price to the Translator by the agreed date. If the Customer fails to confirm delivery of the completed work and fails to demand its delivery within 24 hours, the Translator shall consider the completed work to have been duly and punctually delivered.*
- 3.5 *If the Customer demands delivery of the completed work and the Translator proves that the work has been sent within the agreed time limit and in an agreed manner, such delivery shall not be considered delayed. If a default of delivery is caused by the Translator, the Customer is entitled to a reasonable discount off the agreed price.*
- 3.6 *If the Customer refuses to take over the duly completed work without a serious reason which has been acknowledged by both Parties, the completed work shall be considered handed over. The Translator is entitled to issue an invoice and the Customer is obliged to pay such invoice.*
- 3.7 *A complaint relating to a completed work may be filed personally, electronically or by post no later than within 30 days of takeover of the work. The complaint must state the specific reason and describe the nature of the defect(s). A translation has defects if it has not been performed in accordance with the order (e.g. extent or graphics required) or to an adequate standard; in other cases, the translation shall be considered to have been duly performed. If the Translator accepts the complaint as justified, she shall remove the defects for free and within a shortest possible time limit. If the Customer does not accept the removal of defects by the Translator, the Customer shall be offered a discount corresponding to the extent of defects. The translator shall be liable for any damage caused by the defects of a completed translation of an amount not exceeding the price of the translation.*
- 3.8 *If the source text contains specific company vocabulary, abbreviations etc. and the Customer requires that specific equivalents are used in the target texts according to his company usage and fails to provide the Translator with a list of the respective equivalents in the given language or any auxiliary materials with approved terminology (reference texts) or fails to arrange consultations of such terminology with a person authorized by the Customer, and the translator uses different (commonly used) terminology, such complaint may not be accepted.*

4 Payment Terms

- 4.1 *The prices for a translation or proofreading shall be charged in standard pages of the target (translated) text; one standard page consists of 1,800 characters, including spaces (i.e. 30 lines, 60 characters per line). The minimum unit charged is one standard page.*

- 4.2 *Interpreting is charged in hours or as agreed. The basic rate does not include travel expenses and the compensation for the time spent travelling. The minimum unit charged is one hour.*
- 4.3 *The method of payment of an invoice or statement is cash upon handover of the completed translation or at the end of the interpreting, or in advance by cashless bank transfer. Regular customers may pay an overall monthly invoice with a 14-day payment term.*
- 4.4 *The Customer and the Translator may withdraw from the contractual relationship. If the Customer cancels an order of a translation or proofreading, the Customer is obliged to pay the agreed price for the amount of work performed by the Translator before the cancellation of the order was provably delivered to the Translator. If the Customer cancels an ordered interpreting service one day before the interpreting event or on the day of the interpreting event, the Translator shall charge the Customer a cancellation fee that shall equal 50% of the agreed price.*

5 Final Provisions

- 5.1 *Any disputes between the Customer and the Translator shall initially be settled by mutual agreement of the Parties. If the Parties fail to reach an agreement, the disputes shall be settled by the competent court. In the case of a dispute relating to the quality of a completed work, the expert opinions of two other court-appointed translators of the given language, selected upon agreement of the Parties, shall be required.*
- 5.2 *These General Terms and Conditions come into force and effect on 1 December 2012.*