



# Radboud in'to Languages – Wageningen in'to Languages

## Translation and Editing Department

### General terms and conditions of delivery

#### **Article 1: General**

These terms and conditions apply to every offer, quotation and agreement between Radboud in'to Languages or Wageningen in'to Languages and the client to which Radboud in'to Languages or Wageningen in'to Languages has declared these terms and conditions applicable. This insofar as neither party explicitly deviates from these terms and conditions in writing.

#### **Article 2: Confidentiality**

Radboud in'to Languages or Wageningen in'to Languages undertakes to observe confidentiality with regard to all client data that is known or likely to be confidential. This confidentiality also applies following the completion of the assignment.

#### **Article 3: Quotation**

1. In principle, each quotation is without obligation and is valid for one month, unless indicated otherwise. A quotation that is submitted in competition is also non-binding. This applies until a decision is made in the competition, but no longer than two months.
2. Radboud in'to Languages or Wageningen in'to Languages is only bound by quotations if the acceptance thereof is confirmed and signed by the client in writing within one month. If a quotation is submitted in competition, a period of two months applies. A surcharge applies for extra work that is not mentioned in the signed quotation and/or confirmation.
3. Quoted rates and offers do not automatically apply to future assignments.

#### **Article 4: Draft and one-off revision**

If the delivery contains a text, the quotation refers to a one-off revision after consultation with the client. Further revisions or changes to the original assignment are not included in the quoted price and will be charged separately.

#### **Article 5: Interim changes, withdrawal or rescheduling of the assignment**

1. After signing the quotation, the client is obliged to pay.
2. If a client changes its assignment after the confirmation has been issued, this constitutes an additional assignment. An additional price agreement applies for this.
3. If the client changes, postpones or withdraws its assignment, whether or not as a result of changed circumstances, Radboud in'to Languages or Wageningen in'to Languages is not obliged to deliver work that is not yet ready. In that case, Radboud in'to Languages or Wageningen in'to Languages is entitled to payment for the work performed.
4. When cancelling or rescheduling a confirmed interpreting assignment, the client is in principle not required to pay any compensation, provided Radboud in'to Languages or Wageningen in'to Languages are contacted in time with the request to cancel or reschedule the assignment. This way, the interpreter has not yet incurred any costs for preparatory work and can take on other assignments.

The following regulations 4.1, 4.2 and 4.3 apply when cancelling or rescheduling an interpreting assignment:

- 4.1 If Radboud in'to Languages or Wageningen in'to Languages receives the request to cancel or reschedule the assignment between 10 to 15 working days before the start of the work, the client will be required to pay 30% of the total fee.
- 4.2 If Radboud in'to Languages or Wageningen in'to Languages receives the request to cancel or reschedule the assignment between 5 to 10 working days before the start, the client will be required to pay 50% of the total fee.
- 4.3 If Radboud in'to Languages or Wageningen in'to Languages receives the request to cancel or reschedule the assignment between 5 to 10 working days before the start, the client will be required to pay 100% of the total fee.

Requests to cancel or reschedule an assignment should be made in writing and sent to Radboud in'to Languages or Wageningen in'to Languages.

#### **Article 6: Force Majeure**

1. Any situation of force majeure at Radboud in'to Languages or Wageningen in'to Languages will be reported to the client immediately.
2. In these terms and conditions, force majeure is understood to mean circumstances as a result of which Radboud in'to Languages or Wageningen in'to Languages is unable to fulfil its obligations, such as a fire, accident, illness, strikes, riots, war, government measures and transport restrictions.
3. Radboud in'to Languages or Wageningen in'to Languages is entitled to use a replacement interpreter, translator or copywriter in the event of force majeure. If this is not possible, Radboud in'to Languages' or Wageningen in'to Languages' obligations will be suspended for two weeks. After this period, both parties are authorised to dissolve the agreement without having any obligation to pay compensation in that case.
4. If Radboud in'to Languages or Wageningen in'to Languages has already partially fulfilled its obligations when the situation of force majeure occurs, the client is obliged to pay for the part of the assignment that has been performed.

#### **Article 7: Implementation and delivery of the agreement**

1. The client ensures that all information necessary for the implementation of the agreement is provided to Radboud in'to Languages or Wageningen in'to Languages in a timely manner. If this information is not provided to Radboud in'to Languages in time, Radboud in'to Languages or Wageningen in'to Languages has the right to suspend the implementation of the agreement.
2. If it has been agreed that the agreement will be carried out in phases, Radboud in'to Languages or Wageningen in'to Languages may suspend the execution of parts of the next phase until the client has approved the results of the preceding phase.
3. The agreed delivery term for texts is a target term, unless explicitly agreed otherwise in writing. Radboud in'to Languages or Wageningen in'to Languages is obliged to inform the client immediately as soon as it becomes clear that timely delivery is not possible.
4. On request, the client will provide substantive information about the text, as well as documentation and terminology. Sending the documents referred to is always at the expense and risk of the client.
5. The client advises speakers to speak clearly and slowly in the interest of the interpreter.
6. The interpreter receives the documents that will be used at least three working days before the start of the assignment.
7. A simultaneous interpreter's working day lasts a maximum of eight and a half hours, including a lunch break of at least half an hour. After every half hour, the simultaneous interpreter is entitled to an interruption and the second simultaneous interpreter starts.

#### **Article 8: Copyrights and use**

1. Attribution is mandatory for works protected by copyright, unless there are major practical objections to this.
2. If the delivered text undergoes a major change that Radboud in'to Languages does not approve of, Radboud in'to Languages or Wageningen in'to Languages may prohibit the use of its text on the basis of the Copyright Act. In that case, the client is obliged to pay for the work performed up to that point. If this situation leads to the premature termination of the agreement, the client is obliged to pay compensation for the part of the assignment that has not yet been performed.
3. Radboud in'to Languages or Wageningen in'to Languages has the right to use the design and/or the texts for its own publicity or promotion, with due observance of the client's interests.

#### **Article 9: Payment**

1. The payment term of the invoice is fourteen days.
2. If payment is not made in time, the client will be in default immediately and without further notice of default and will owe statutory interest on the unpaid amount. The costs incurred by Radboud in'to Languages or Wageningen in'to Languages as a result of this will be payable by the client, such as the costs of a demand, collection and counsel/lawyer. The extrajudicial costs are set at a minimum of 15% of the amount to be claimed.

#### **Article 10: Indemnification**

1. The client indemnifies Radboud in'to Languages or Wageningen in'to Languages against all third-party claims arising from the use of the delivered goods, including all claims for alleged infringement of intellectual property rights.

#### **Article 11: Liability**

1. Radboud in'to Languages or Wageningen in'to Languages is not liable for:
  - a Errors or shortcomings in information or material provided by the client. As a substantive expert, the client has a duty to check the delivered texts and services for mistakes and inaccuracies and accepts the resulting liability.
  - b Errors or shortcomings of third parties engaged by or on behalf of the client.
  - c Errors or shortcomings in the translation, design or text/data, if the client has given its approval, or has been given the opportunity to carry out a check and has not made use of this.
  - d Damage or loss of documents, information or information carriers made available for the implementation of the agreement or damage caused by the use of information technology and modern means of telecommunication.
2. Radboud in'to Languages or Wageningen in'to Languages is only liable for direct damage. Direct damage only includes:
  - a Reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions.
  - b Any reasonable costs necessary to have Radboud in'to Languages' or Wageningen in'to Languages' poor performance comply with the agreement.
  - c Reasonable costs incurred to prevent or limit damage, insofar as the client demonstrates that these costs have led to limitation of the direct damage referred to in these general terms and conditions.
3. Any liability expires one year from the moment the assignment is completed.
4. The liability of Radboud in'to Languages or Wageningen in'to Languages for all damage other than the aforementioned, such as indirect damage, including consequential damage, lost profits, mutilated or lost data or materials, or damage due to business interruption, is excluded.

#### **Article 12: Disputes**

The parties will initially try to resolve disputes arising from this agreement or agreements based on it in mutual consultation. If this does not provide a definitive answer, the parties can appeal to the courts.

#### **Article 13: Applicable law**



Dutch law applies to every agreement between Radboud in'to Languages or Wageningen in'to Languages and the client.

**Article 14: Privacy**

For the privacy policy, please view the [Radboud in'to Languages website](#). This secondary privacy statement applies to the processing of personal data by Radboud in'to Languages. Radboud in'to Languages is a part of Radboud University. This secondary privacy statement is a supplement to the [Radboud University privacy policy](#).