

General terms and conditions of Synonymes sprl

1. General Clause

The translators general conditions take precedence over those of the client and, bearing explicit stipulations to the contrary, the client waives his/her own general conditions.

2. Terms of Delivery

The term of delivery agreed in writing with the client commences when the original text and the definitive order for the translation is received.

3. Liability

A. Translator's Liability

The translator is not liable when delay in performing the work is due to illness, accident, temporary inability to work or general force majeure. The translator must, however, notify the client of this within a reasonable period.

Further, the translator is not liable when the delay is the result of tardy delivery by third parties (courier services, post, etc.) or when the source text and/or the translation is damaged during shipment. Nor shall the translator be responsible for the loss by third parties (post, courier services) of the source text or the translation.

The translator can accept no responsibility for defects to the text supplied by the client.

The translator accepts liability for the quality of the translation made insofar as it is used in its entirety and unchanged.

B. Client's Liability

Prior or during the execution of the agreement, the client shall provide the translator with all the information necessary for the proper performance of the requested services.

4. Complaints: Conditions for Submission and Substantiation

On pain of invalidity, notification of every complaint must be sent within 8 days of the day the translation is delivered.

Every invoice/fee note that is not protested within 8 days is considered as accepted. A complaint does not suspend the term of payment.

Complaints or disputes on non-conformity of the translation, formulated within the period stipulated in this article, must be substantiated in detail using dictionaries, glossaries and similar textual material written by authoritative native speakers.

The unmotivated refusal of a translation is no reason for failure to pay the invoice/fee note.

If, after the translator researches the complaint disputes still remain about the quality of the translation, the translator or the client can submit them to the Arbitration Board of the Belgian Chamber of Translators and Interpreters (BKVT/CBTI). One of the two parties must be a member of the BKVT/CBTI. The Arbitration Board restricts its pronouncement to the conformity of the translation to the source text.

5. Cancellation of the Translation Order

When the client unilaterally cancels the translation order, the client will owe compensation. This compensation will consist of the cost of all the translation work effectively done and the preparatory terminological research. In addition, the translator may demand a cancellation fee for breach of contract equal to 20% of the amount of the invoice or fee note.

6. The Client's Capacity

The client is considered to act in the capacity of author of the text to be translated and expressly authorises its translation in compliance with article 12 of the Belgian law of 22 March 1986 on copyright.

7. Translation and Copyright

The translator holds the copyright on the translated text. The text may not be reproduced in any form, in whole or in part, or in any manner, even electronically, without the express prior written permission from the translator.

8. Acceptance and Confirmation of the Translation Order

The client will enable the translator to assess the level of difficulty of the text to be translated. The translator will always immediately confirm the acceptance of an order offered and accepted over the telephone, citing the agreed upon fee and term of delivery.

9. Payment

The translator's invoices or fee notes are payable immediately, net, without discount. In practice, remittance within 30 workdays after receipt of the invoice is equated with immediate payment.

Upon failure to pay all or part of the amount owed by the due date in the absence of grave reasons, and after a futile notice of default, the amount due is increased by 110% with a minimum of 50.00 EUR and a maximum of 1,500.00 EUR, even when a grace period is granted.

The place of the payment is the translator's domicile (for sole-trader businesses) or the registered office (for companies).

10. Competent Court

The sole court with jurisdiction over all disputes between the translator and client is that of the registered office of Synonymes sprl.

The present general conditions are governed exclusively by Belgian Law.

11. Mediation

If the translator and client do not succeed in settling a complaint amicably, either party may submit a complaint to the Arbitration Board of the Belgian Chamber of Translators and Interpreters (BKVT/CBTI). One of the two parties must be a member of the BKVT/CBTI.

12. Professional Confidentiality and Code of Conduct

The translator is bound by a secrecy obligation. This requires the translator to respect the confidentiality of information relating to the identity of the client and the content of the source text and/or the translation before third parties unless this information should be required by government authorities as part of an official investigation.

As member of the Belgian Chamber of Translators and Interpreters, the translator always undertakes to deliver good quality translation work.

Fee Structure

We note explicitly that the translator has the right to charge extra for urgent work, evening work, weekend or night work or when the task requires the translator to perform substantial terminological research. In such cases, the translator will cite the extra charge in the order confirmation he/she sends to the client.