

Marsha Boelaars Vertalingen

Terms and conditions

These terms and conditions apply to all commissions carried out by or on behalf of Marsha Boelaars Vertalingen, hereinafter: the service provider, unless explicitly agreed otherwise.

All agreed prices are in Euros and excluding VAT, unless explicitly stated otherwise. Unless agreed otherwise, the word rate is based on the number of words in the source text, counted in Microsoft Word.

If a quote is made before the service provider has had the opportunity to examine the final source text, no rights can be derived from it.

If the client cancels the commission after the service provider has started working on it, the part of the text that has been translated at the time of the cancellation will be invoiced at the agreed rate. The translated part shall be handed over to the client upon request, but it should be noted that in such cases no final review of the translation had been carried out and therefore the quality of the translation cannot be guaranteed.

If the service provider is unable to deliver the complete translation in time or is unable to deliver the translation at all due to force majeure, the service provider cannot be held responsible. Force majeure includes, but is not limited to: fire, illness, accident, theft, power failure, bereavement. In such cases, the service provider shall do everything that can be reasonably expected to deliver the complete translation as soon as possible. If this is not possible within a reasonable period, the client has the right to cancel the commission. If the commission in question consists of several parts, the service provider has the right to invoice at the agreed rate any parts of the commission that were delivered in time.

All invoices shall be paid in whole within thirty days from date of invoice. After the payment term has expired, the service provider is entitled to charge the statutory interest. If the client remains in default, a debt-collection agency will be called in; the client is liable for any associated costs.

Any complaints about the translation provided shall be made in writing no more than five working days after delivery. In the event of a complaint, the service provider shall correct any faults within a reasonable period. If there is a dispute about the quality of the translation provided, this translation shall be submitted for assessment to an expert chosen by the parties. Any costs for this assessment shall be paid by the client, but if the external expert judges the quality of the translation insufficient, the client is entitled to recoup the costs from the service provider.

The right to complain lapses if the client makes changes to the translation or has changes made to the translation.

The service provider can only be held liable for damages that are directly and demonstrably caused by culpable faults or negligence by the service provider. The service provider is not liable for damages suffered by any party other than the client and this liability is limited to the amount of the invoice, excluding VAT, of the commission concerned.

The law of the Netherlands shall apply to all transactions and agreements between the client and the service provider.

These terms and conditions can be downloaded from www.mb-vertalingen.nl and will be sent upon request free of charge.

In the event of discrepancies or ambiguity between the original Dutch version of these terms and conditions and this translation, the Dutch text shall prevail.