

Terms and Conditions

Write Away, text and design

Article 1 – General

These general terms and conditions apply to all legal relations between Write Away, text and design and the client, with the exclusion of the client's general terms and conditions unless Write Away, text and design has agreed in writing to the inclusion of these.

Article 2 – Quotations, realization of the agreement

2.1 All offers and quotations issued by Write Away, text and design are non-binding.

2.2 Quotations and specified time limits may always be rescinded where Write Away, text and design has not seen the complete text prior to the offer. The agreement comes into force by written acceptance of the Write Away, text and design quotation or – where no quotation has been drawn up – by written acceptance by Write Away, text and design for a project assigned by the client.

2.3 Write Away, text and design may regard as his client, the person who has assigned the project to Write Away, text and design, unless client has expressly indicated that client is dealing on behalf of a third party and that the name and address of said third party have been disclosed to Write Away, text and design at that time.

Article 3 – Revisions/rescindment of assignments

3.1 If, after the contract has been established, the client introduces revisions other than of a minor nature to the contract, Write Away, text and design is entitled to revise the delivery date and the fee.

3.2 If a project is withdrawn by the client, then client is liable for payment of that part of the project already completed and compensation on the basis of an hourly rate for any research activities already completed by Write Away, text and design for the remaining part of the project. Write Away, text and design shall make the completed work available to the client.

3.3 If Write Away, text and design has reserved time for the execution of this project and this cannot be used for other work, the client is bound to pay compensation of 50% of the agreed fee for the part of the project that has not been carried out.

Article 4 – Execution of projects, confidentiality

4.1 Write Away, text and design is bound to execute the project, to the best of its knowledge and capability and with sufficient professional expertise, for the objectives specified by the client.

4.2 Write Away, text and design treat all the information made available by the client with the strictest confidentiality. Write Away, text and design shall require complete confidentiality from its employees. Write Away, text and design is however not liable for violation of confidentiality by its employees if it can prove that it was not in a position to prevent this violation.

4.3 Unless explicitly agreed to the contrary, write Away, text and design is entitled to have a project (co) executed by a third party, without prejudice to its responsibility to treat the project with confidentiality and execute it correctly. Write Away, text and design shall require full confidentiality of said third party.

4.4 Where possible, the client shall disclose, on request and where this is available, information on the content of the text to be written or translated and any documentation and terminology. Sending such information is always at the risk of the client.

Article 5 – Date and time of delivery

5.1 The agreed delivery date is an estimated time, unless expressly agreed otherwise in writing. Write Away, text and design is bound, as soon as it becomes clear the deadline for delivery cannot be met, to voluntarily inform the client.

5.2 Where the agreed delivery date is exceeded and attributable to Write Away, text and design, and where in all reasonableness performance can no longer be expected, the client is entitled to unilaterally dissolve the contract. In that case, Write Away, text and design is not liable to compensate for any damages.

5.3 The delivery shall be deemed to have occurred at the time it is sent.

5.4 Delivery of data via e-mail is deemed to have occurred the moment the dispatch has been confirmed by the medium.

Article 6 – Fees and payment

6.1 In the first instance, the fee is based on a rate per word for translations. For work other than translations a fee based on an hourly rate may be charged. Write Away, text and design may, in addition to the fee, also charge the client for any advances agreed upon beforehand in relation to the performance of the project.

6.2 All prices are excluding VAT.

6.3 Where a term of payment has been agreed upon, then payment must occur within that period. In all other cases, a payment of 30 days, in accordance with European Guideline 2000/35/EG, shall apply, after which an official collection procedure may be initiated.

6.4 All judicial and extrajudicial collection costs, including legal fees, bailiffs and collection agency costs, shall be charged to the client. The extrajudicial collection costs are in accordance with the staggered rates for extrajudicial collection costs determined by law.

6.5 Write Away, text and design reserves the right to require a whole or partial advance payment, and/or (supplementary) security in the form of a bank guarantee, for example, prior to commencement of performance of the project. If, within five days of a written request, the client has not provided security as defined above then Write Away, text and design reserves the right to suspend the term set by her, and/or to dissolve the contract. In case of suspension and/or dissolution, Write Away, text and design reserves the right to require compensation for work completed so far.

6.6 Write Away, text and design reserves the right to require payment in instalments during the performance of the project prior to commencement of the performance of the project. If the client fails to meet his payment obligations, as set out in Article 6.3, Write Away, text and design reserves the right to suspend her obligations and/or to dissolve the contract. In case of suspension and/or dissolution, Write Away, text and design reserves the right to require compensation for work completed so far.

6.7 If, in the opinion of the client, the costs charged to him by Write Away, text and design are incorrect, then he is required, within the applicable payment period as set out in Article 6.3, to make a written and specified objection. If the conditions of that article are not met, the right of the client to object to the amount or composition of the invoice amount, lapses.

Article 7 – Complaints and disputes

7.1 The client must submit complaints in writing about the items delivered as soon as possible to Write Away, text and design and in any case within ten work days after delivery. Expression of a complaint does not release the client from his payment obligation.

7.2 If the complaint is founded, Write Away, text and design shall improve or replace the delivered item within a reasonable term, or where in all reasonableness she cannot fulfil the requirement to improve, Write Away, text and design shall give a discount on the price.

7.3 In case of disputes, every effort shall be made to reach a fair settlement. If this does not lead to a satisfactory solution, the court in the area of the supplier or his representative, is the preferred court.

7.4 The client's right to lodge a complaint lapses in the client has processed the delivered item or allowed it to be processed and subsequently forwarded it to a third party.

Article 8 – Liability: indemnification

8.1 Write Away, text and design is exclusively liable for damages that are a direct and demonstrable consequence of an attributable shortcoming of Write Away, text and design.

Write Away, text and design is never liable for any other form of damage such as business interruption, delay damage, or lost profits. The liability is in all cases limited to an amount equal to the invoice value, excluding VAT, of the project concerned.

8.2, Write Away text and design is at no time liable in case of ambiguity of the text to be translated or edited.

8.3 The assessment of whether a text to be translated involves any risks or injury, remains the sole responsibility of the client; the client shall indemnify Write Away, text and design from any third party claims in relation to injury caused by the use of the delivered item.

8.4 Write Away, text and design is not liable for damages or loss of documents, information or information carriers made available for the performance of the agreement. Nor is Write Away, text and design is liable for damage occurring as a consequence of the use of information technology and modern telecommunications means.

8.5 The client is required to indemnify Write Away, text and design from all claims of third parties where Write Away, text and design does not accept any liability but is nevertheless addressed by third parties.

Article 9 – Dissolution

9.1 Where the client fails to meet his obligations, and in case of bankruptcy, suspension of payments or liquidation of the client's business, Write Away, text and design is entitled to wholly or partially dissolve the contract or to suspend completion of the project, without any obligation to pay damages. She may then require immediate payment of that which she is due and require client to refrain from using delivered texts until payment in full has been received (see too article 10.2).

9.2 If, due to circumstances beyond her control, Write Away, text and design is unable to fulfil her obligations, she reserves the right, without any obligation to compensate for damages, to dissolve the agreement. These circumstances include but are not limited to fire, illness, strikes, riots, transport hindrances, government measures, or other circumstances on which Write Away, text and design has no influence.

Article 10 – Copyright

10.1 The client shall indemnify Write Away, text and design against third party claims for implied infringement of property, patent, copy and other intellectual property rights in relation to the performance of the agreement.

10.2 In case of translations, copyright of the translated texts remains with Write Away, text and design, until client has paid all invoices relating to the translation assignment in full, at which point the copyright transfers to client.

10. 3 If the client is in default in respect of payment of invoices for the translation assignment, he is not entitled to use the translated texts.

Article 11 – Applicable law

11.1 The agreement between the client and Write Away, text and design is governed by Dutch Law.

11.2 All disputes and claims where no fair settlement ex Article 7 is reached, shall by exclusion be subject to the assessment of the competent Dutch court.