

General Terms and Conditions



(August 2009 edition)

1. General – Area of Validity

Only our general terms and conditions are valid. We do not accept the General Terms and Conditions of our clients, only if we accept them in a written way in advance. A client is understood to be any natural or legal person who instructs us to carry out any translation or interpreting work.

2. Quotation and entering into an agreement

2.1 As long as LANGUAGE4FUN has not had the opportunity to assess the nature of the entire document to be translated and/or edited, any quotation provided in this respect, including the fee and/or delivery date, will be free of engagement and may be withdrawn or modified at any time.

2.2 An agreement will have been entered into after the client accepts, either verbally or in writing, a quotation issued by LANGUAGE4FUN, or if LANGUAGE4FUN sends a written confirmation of an assignment granted by the client. Written acceptance or confirmation is understood to include an acceptance or confirmation sent fax and/or e-mail. The invoice issuing is also an agreement.

2.3 LANGUAGE4FUN will, in principle, confirm the assignment in writing to the client. Failure to send confirmation will not imply that the agreement has not been entered into.

2.4 Unless the client granting the assignment explicitly states that he/she is acting by order of, on behalf of or on account of a third party at the moment the agreement is entered into and unless he/she states the name and address of this third party, LANGUAGE4FUN will consider the person who has granted the assignment to LANGUAGE4FUN to be the client.

2.5 If LANGUAGE4FUN has reasons to suspect that the client is not able to meet his/her payment obligations, LANGUAGE4FUN is authorized to request additional security of payment.

3. Delivery time and deadline

3.1 The stated delivery time can only be realized if all technical questions are solved in advance.

3.2 Should it appear that it will not be possible for LANGUAGE4FUN to meet the deadline due to exceptional circumstances, unless force majeure can be proven by LANGUAGE4FUN, LANGUAGE4FUN is held to notify the client of this immediately.

3.3 If the interpreter service cannot be held at the negotiated time and place due to client's fault LANGUAGE4FUN will be entitled to invoice the caused damaged or the additional expenses for transportation tickets, hotel costs and lost time.

3.4 Delivery is understood to be the time that LANGUAGE4FUN returns the translation to the client by e-mail, regular mail, fax or courier. Delivery is executed with proof of delivery. Deliver risk is covered by the client.

3.5 With regard to the assignment which is to be carried out by LANGUAGE4FUN, the client is held to do all that is reasonably necessary in order to make timely delivery by LANGUAGE4FUN possible.

4. Modification or withdrawal of an assignment

4.1 In the event that the client makes changes or additions to an assignment after the agreement has been entered into and if these changes and/or additions are not of a limited nature, which is solely at the discretion of LANGUAGE4FUN, then LANGUAGE4FUN reserves the right to either alter the delivery time(s) and/or the fee in accordance with the modifications or to reject the modifications.

4.2 Any alterations to the agreed conditions of an assignment which are made after the agreement has been entered into, only take effect after written acceptance and confirmation by LANGUAGE4FUN.

5. Carrying out assignments and confidentiality

5.1 LANGUAGE4FUN gives an undertaking to its clients that LANGUAGE4FUN will ensure that any assignment for a translation will be carried out to the best of its ability and expertise.

5.2 LANGUAGE4FUN has the right to engage the services of a third party, i.e. an independent, qualified, freelance translator, to carry out an assignment. Direct contacts between the client and the engaged third party must be authorized by us.

5.3 With regard to the desired level of quality of the translation to be performed by LANGUAGE4FUN, the client is held to make available any necessary information concerning the text to be translated, the topic, the purpose, including any specific terminology (glossary, illustrations, abbreviations, etc.), as well as detailed requests concerning delivery time and embodiment (layout of translation, storage on certain medium, or similar).

5.4 Specialist terms will be translated / interpreted according to the general used expressions in dictionaries or to the generally understandable version if there is no special instruction / information by the client in advance.

5.5 LANGUAGE4FUN will observe strict confidentiality regarding all information made available by the client. LANGUAGE4FUN will inform the third parties involved in the assignment on their duty to observe strict confidentiality with regard to the information provided. LANGUAGE4FUN cannot be held liable for any unforeseen third party violation of their duty of confidentiality. This confidentiality ends after three years of data transmission to LANGUAGE4FUN. We do not grant absolute confidentiality while electronic data transmission due to external access possibilities.

6. Fees, payment and collection costs

6.1 All prices are in EURO if there is no other agreement.

6.2 The rates stated exclude VAT, unless explicitly stated otherwise.

6.3 Invoices shall be paid into the account of LANGUAGE4FUN, within 14 days net after the date stated on the invoice. The client will immediately be in default, without the need for proof of default, in the event of the non-timely payment of an invoice. In case of default, the client is liable to pay the legal interest rate and all other debt collection costs, including LANGUAGE4FUN administration costs of €20 per invoice and the administration and/or commission costs of the collection agency engaged by LANGUAGE4FUN.

6.4 The dimension of a written translation is calculated on the basis of the number of the German BDÜ – standard lines (BDÜ= Bundesverband der Uebersetzer = Federal Association of Interpreters and Translators). A standard line consists of 55 gross characters/letters, this means including the blank spaces. Lines below 30 and over 55 characters will be worked out to standard lines.

6.5 Interpreter service will be invoiced by the hour.

6.6 The standard rates and the applicable minimum fee are stated on the actual valid prices sector. A deposit or payment by installments can be requested in case of an extensive order. A final and complete translation transmission is dependent on previous payment(s).

6.7 Corrections of written translations will be invoiced by the hour.

6.8 Besides the standard rate, LANGUAGE4FUN will also include a surcharge in the event that the text to be translated requires additional editing, the adoption of foreign language promotion texts, formatting or layouting, attestations by the court, notarial certifications or if it needs to be translated very urgently or via Public Holidays or the weekend.

7. Complaints and disputes

7.1 The client shall be required to notify LANGUAGE4FUN in writing, including reasoning relating to the contents and a detailed explanation, of any complaint concerning a translation as soon as possible, but no later than 14 days following delivery. The submission of a complaint shall, under no circumstance, relieve the client of his/her payment obligation.

7.2 If the client has not expressed any complaints when the deadline as stated in article 7.1 has expired, it is assumed that client has accepted the delivered assignment in full and any complaints made at a later date shall only be dealt with if LANGUAGE4FUN accepts them.

7.3 In the event of a complaint or dispute, LANGUAGE4FUN will make its opinion formally known, partly based on the expert opinion of the (relevant) independent translator(s).

7.4 In the event that LANGUAGE4FUN considers the complaint to be well-founded, either partially or entirely, LANGUAGE4FUN undertakes to do everything possible to rectify the complaint.

7.5 If the client does not inform LANGUAGE4FUN that the translation will go into print or if he does not transmit a proof to LANGUAGE4FUN and the translation is printed without or final approval any complaint will be completely borne by the client.

8. Liability and indemnification

8.1 LANGUAGE4FUN can only be held liable for damages which are the direct and proven result of a shortcoming attributable to LANGUAGE4FUN. LANGUAGE4FUN will not be held liable for any other damages in any form, including but not limited to, corporate damages, losses due to delay or loss of profit. LANGUAGE4FUN shall in no way be liable for the incorrect translation of ambiguities in the source document.

8.2 The client is responsible for the risk of the adverse consequences resulting from the use of the text translated by LANGUAGE4FUN, including personal injury and economic damage. The client shall be expected to check the correctness of any parts of a translation supplied by LANGUAGE4FUN which are important to him or which are of an essential nature, such as figures and medical information, in view of the fact that, whereas LANGUAGE4FUN produces translations to the best of its ability and expertise, it can under no circumstances rule out an omission.

8.3 LANGUAGE4FUN shall not be held liable for any loss or harm caused by the use of documents, information or information carriers provided by the client. Furthermore LANGUAGE4FUN shall also not be held liable for any damages resulting from the use of information technology, the internet and modern means of telecommunication, nor for any loss or harm as a result of the transportation or shipment of information (carriers).

8.4 The client shall indemnify LANGUAGE4FUN against any claim made by a third party in relation to the alleged infringement of a title of ownership, patent or intellectual rights of ownership.

9. Termination

9.1 Should a client fail to fulfill his/her obligations or in the case of bankruptcy, as well as in the event of a moratorium or liquidation of the client's company, LANGUAGE4FUN shall be entitled to cancel all or part of the agreement or to suspend its execution without being liable for compensation.

9.2 In the event that LANGUAGE4FUN fails to fulfill its obligations due to any circumstances beyond its control, LANGUAGE4FUN shall be entitled to postpone or terminate the agreement without being held liable for compensation. Extraordinary circumstances include, but are not limited to, fire, accidents, strikes, riots, war, transport problems and measures taken by public authorities.

9.3 A termination will be only valid if it is done in a written way.

9.4 In the event that a client withdraws an assignment after an agreement has been entered into, the client is liable for payment of the work already carried out, but minimum 50% of the total fee, as well as the reimbursement of the already accrued expenses at LANGUAGE4FUN.

10. Retention of Title Clause - Copyright

10.1 The usage or change of our services by a third party must be approved by LANGUAGE4FUN.

10.2 The client secures that there are no claims by a third party for all transmitted data and information. The client exempts LANGUAGE4FUN against such claims by a third party.

10.3 Unless explicitly agreed otherwise, LANGUAGE4FUN shall retain the copyright to any translation produced by us.

11. Data Protection

11.1 The client agrees on saving his data according to the data protection regulations.

12. Place of Jurisdiction – Place of Fulfillment

12.1 The registered office of LANGUAGE4FUN is the place of jurisdiction; but we also have the right to take the client to court at his place of residence.

12.2 German law will at all times apply to all legal relationships between LANGUAGE4FUN and the client, the international sales law is ruled out. All disputes are subject to the verdict of an authorized German judge. If a client holds LANGUAGE4FUN legally liable, this must always take place at the place of jurisdiction of LANGUAGE4FUN.

12.3 Our registered office is the place of fulfillment.

13. Effectiveness

13.1 If some terms and conditions are not effective the rest of the terms and conditions are still valid. Both contracting parties agree to replace such an ineffective condition with a new one if necessary.

14. Other

12.1 The most recent version of these general terms and conditions will be provided at the customer's first request and is also available at www.language4fun.com

12.2 These general terms and conditions are applicable to all legal relationships between LANGUAGE4FUN and the client, and they nullify the client's general terms and conditions, unless LANGUAGE4FUN has explicitly agreed in advance in writing to accept them.



Birkach 15b
D - 85664 Hohenlinden

August 2009