

InfoMarex's Terms and Conditions of Business

1. Registered name

1.1. InfoMarex is a registered business name in the Republic of Ireland, number 143258.

2. Services

2.1. InfoMarex offers a service both as a database of translators and translation agency.

2.1.1. As a translation agency, InfoMarex provides a language translation service from a panel of over 3,200 professional freelance translators at its disposal;

2.1.2. Each of InfoMarex's own projects has its own contract, rate and deadline agreed in writing — most usually by eMail — between the client and InfoMarex by means of an Agenda Sheet.

2.2. As an inter-active database of translators, InfoMarex provides access to clients and agencies:

2.2.1. to choose translators for the client's or other agencies' own projects;

2.2.2. to instruct InfoMarex to sent a contact eMail to such translators;

2.2.3. who when choosing their own translator(s) for a project, a client or agency implicitly agree a contract of service with the translator(s) and shall pay the translator(s) directly in a timely and professional manner.

2.3. InfoMarex, being aware that translators are freelance, does not guarantee that any translator is fully and specifically available at any time for a project;

2.3.1. InfoMarex is not liable for any translator who declines to accept a project from a client.

2.4. InfoMarex does **NOT** provide interpreters or an interpreting service.

3. Translators

3.1. Translators on the InfoMarex database and Panel of Translators

3.1.1. are charged no fee whatsoever when registering their data on the InfoMarex database;

3.1.2. are required to be of professional standing and to act at all times in a professional manner;

3.1.3. are required to have a minimum two years' translation experience;

3.1.4. must provide a curriculum vitae (CV) /résumé to InfoMarex as requested which is kept in the InfoMarex archives and whose update may be requested by InfoMarex at any time;

3.1.5. are charged no fee when contacted by a client or agency.

4. Clients and Agencies

4.1. are charged no fee for registering their details on the InfoMarex database;

4.2. if accessing translators on the InfoMarex database, shall agree professional terms with each such freelance translator and shall act in a professional manner towards the translator(s);

4.3. InfoMarex does not charge a client or agency any fee on a project directly arranged between a client or agency and a translator;

4.4. Agencies and clients pay **NO** fee for availing of the InfoMarex database.

5. **Conduct**

- 5.1. InfoMarex's business is conducted by eMail subject to the laws of the Republic of Ireland;
- 5.2. InfoMarex voluntarily subscribes to the *Code of Practice* of the [Irish Translators' and Interpreters' Association](#)

6. **Value Added Tax**

- 6.1. InfoMarex is registered for Value Added Tax in the Republic of Ireland, VAT No. IE2682225B
- 6.2. InfoMarex **MUST** charge VAT at 21% on invoices to
 - 6.2.1. all Irish clients, registered or not for VAT, unless a exemption certificate is produced;
 - 6.2.2. European Union clients who are not registered for VAT.
- 6.3. InfoMarex does **NOT** charge VAT to
 - 6.3.1. certificate-exempted VAT clients in the Republic of Ireland;
 - 6.3.2. European Union clients, outside Ireland, who are registered for VAT in their own jurisdiction and who provide a current VAT registration number;
 - 6.3.3. clients in countries outside the European Union.

7. **Client invoicing**

- 7.1. InfoMarex's own invoices to clients are payable upon presentation or by agreement at 30 days at the latest;
- 7.2. Invoices may be paid by bank draft, money order, credit card or by secure electronic transfer as indicated on each invoice and by links on the Services webpage of the InfoMarex website;
- 7.3. Invoices are sent in electronic format attached as MS Word documents;
- 7.4. Should a client require an invoice in hardcopy by mail/post, such an invoice must be requested specifically.

8. **Performance**

- 8.1. Work is carried out to the specifications and deadline of the client as agreed and confirmed by InfoMarex in a specific Agenda Sheet for each project or job;
- 8.2. Amendments to the original work order or Agenda Sheet shall always carry an equal amendment to the original deadline.

9. **Severance**

- 9.1. If at any time any provision of these terms and conditions of business is or becomes invalid, illegal or unenforceable in any jurisdiction in any respect, the validity, legality and enforceability of the remaining provisions thereof shall not, in any way, be affected or impaired thereby.

10. **Force majeure**

- 10.1. shall be accepted, in its international definition, as conditions outside the control of InfoMarex;
- 10.2. shall include lockout, industrial dispute, civil commotion, natural disaster, acts of war, inclement weather, computer or mechanical breakdown, illness and any other situation which can be shown to have materially affected the translator's ability to deal with the project as agreed;
- 10.3. In the event of *force majeure*, a translator must notify InfoMarex on an own project or the client or agency on a project of theirs without delay by eMail, by phone or by facsimile;
- 10.4. shall entitle both the translator and InfoMarex or the client or agency to withdraw from the project, but, in any event, InfoMarex on one of its own projects, and the client or agency on theirs shall undertake to pay the translator for work already completed;
- 10.5. The translator shall give every assistance to the client in placing a project elsewhere;

10.6. InfoMarex, the client or the agency may not withhold payment of any monies due to the translator for partially completed work because of failure or delay due to *force majeure* in the translator in completing a project.

11. Applicable Law

11.1. Any dispute arising which involves InfoMarex under any contract entered into by InfoMarex shall be governed by the laws of the Republic of Ireland and the Courts of Ireland shall have exclusive jurisdiction to resolve any dispute;

11.2. The Republic of Ireland is a Member State of the European Union and European Law, where applicable, shall apply;

11.3. These general conditions of service will be interpreted in accordance with the laws of the Republic of Ireland and do not alter or limit the statutory rights of the translator, client or agency;

11.4. InfoMarex's terms and conditions of business shall be taken as read by all translators, agencies and clients who use or avail of the services of InfoMarex;

11.5. These contracting terms and conditions of business shall be understood and written only in the English language.

12. Changes to these Terms and Conditions

12.1. These terms and conditions of business may be changed from time to time;

12.2. When such change occurs an eMail notice will be sent to the principal eMail address as given by each translator, agency or client on the database of the new terms posted on InfoMarex's website;

12.3. Such an eMail and such a posting of the Terms and Conditions of business shall be taken as due notice.

13. Frequently Asked Questions – FAQs

13.1. Further information on InfoMarex may be obtained through InfoMarex's home page at www.infomarex.com

Celbridge, Ireland

Thursday, 10th January 2008