

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 an international database of translators and translation agency.
 - 2.1.1. As a translation agency, InfoMarex provides a language translation service from a panel of over 3,000 professional freelance translators at its disposal;
 - 2.1.2. Each of InfoMarex's own projects has its own contract, agenda sheet, rate and deadline agreed — most usually by eMail — between the client and InfoMarex.
 - 2.2. InfoMarex, being aware that translators are freelance, does not guarantee that any translator is fully and specifically available at any time for any project;
 - 2.2.1. InfoMarex is not liable for any translator who declines to accept a project from a client.
 - 2.3. 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' professional translation experience after graduation from university, or to have a minimum of five years' professional experience where there is no third-level degree;
 - 3.1.4. must provide a *Curriculum Vitae* (CV) / résumé to InfoMarex which is kept in InfoMarex's archives and whose update may be requested by InfoMarex at any time.
4. Clients
 - 4.1. are charged a fee for the professional translation work done;
 - 4.2. are charged according to the final word count of the target alphabetic language or by the source word count for other languages.
5. Business 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](#)
 - 5.3. InfoMarex adheres to the provisions of the European Committee for Standardization norm EN 15038 for translation agencies.

6. Value Added Tax

- 6.1. InfoMarex is registered for Value Added Tax (VAT) in the Republic of Ireland with 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;
 - 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, PayPal, Moneybrokers, or by secure electronic transfer as indicated on each individual invoice;
- 7.3. Invoices are sent in electronic format and attached as MS Word documents to an eMail;
- 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 on 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, lockin, 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*, translators must notify InfoMarex as to difficulties on any project without delay by eMail, by phone or by facsimile;
- 10.4. shall entitle both the translator and InfoMarex to withdraw from any project

- 10.5. shall entitle the client to withdraw from a project paying however for the work already completed;
- 10.6. Neither InfoMarex nor may withhold payment of any monies due to a translator for partially completed work because of failure or delay due to *force majeure*.

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. The general conditions of service of InfoMarex 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 or client;
- 11.4. InfoMarex's Terms and Conditions of Business shall be taken as read by any and all translators or clients who use or avail of the services of InfoMarex, and
- 11.5. These contracting Terms and Conditions of Business shall be understood and written only in English.

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 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
Friday, 1 January 2010