

InfoMarex Translations

International Translation Agency

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Terms and Conditions of Business 2019

1. Registered name

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

2. Services

2.1. InfoMarex Translations offers its services both as a language translation agency and an international database of translators;

2.1.1. As a translation agency, InfoMarex Translations provides a language translation service from a panel of over 5,460 available professional freelance translators at its disposal;

2.1.2. Each of InfoMarex Translations' own projects has its own contract, agenda job sheet, rate and deadline agreed, normally by email, between itself and the client;

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

2.3. InfoMarex Translations does **NOT** provide interpreters or an interpreting service.

3. Translators / Agencies

3.1. A translator or agency, on the InfoMarex Translations database and Panel of Translators,

3.1.1. is charged no fee whatsoever when registering data on the InfoMarex Translations database;

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

3.1.3. is 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 personal *Curriculum Vitae* (CV) or an agency *Profile* to InfoMarex Translations which is kept in InfoMarex Translations' archives and whose update may be requested by InfoMarex Translations at any time.

3.1.5. is deemed to have read these *Terms and Conditions of Business* upon registering on the InfoMarex Translations database;

3.1.6. is always bound by these *Terms and Conditions of Business* while on the InfoMarex Translations database.

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 non-Western alphabetic language or by the source word count for other languages;

4.3. are informed of source or target language as a basis for price quotations;

4.4. shall be understood to have read and agreed with these *Terms and Conditions of Business* in using or availing of the services of InfoMarex Translations.

5. Business Conduct

- 5.1. InfoMarex Translations' business is conducted by email and via the internet subject to the laws of the Republic of Ireland;
- 5.2. InfoMarex Translations voluntarily subscribes to the *Code of Practice* of the [Irish Translators' and Interpreters' Association](#), and endorses ProZ's [Professional Guidelines](#)
- 5.3. InfoMarex Translations adheres to the provisions of the [European Committee for Standardization EN 15038](#) standard for translation agencies.

6. Value Added Tax

- 6.1. InfoMarex Translations is registered for Value Added Tax (VAT) in the Republic of Ireland under VAT number IE2682225B
- 6.2. InfoMarex Translations **MUST** charge Irish VAT at 23% on invoices to
 - 6.2.1. all Irish clients who are registered or not for VAT;
 - 6.2.2. European Union clients who are not registered for VAT.
- 6.3. InfoMarex Translations 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 Translations' own invoices to clients are payable upon presentation or at 15 days from date of invoice.
- 7.2. Clients are requested not to take more than 15 days credit from date of invoice without prior agreement with InfoMarex Translations.
- 7.3. Client invoices may be paid to InfoMarex Translations by PayPal, Skrill or by secure electronic funds transfer (EFT) as indicated on each individual invoice, with any and all transfer fees being paid by the client.
- 7.4. Invoices are sent in electronic format and attached as MS Word documents to an email.
- 7.5. 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 Translations 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.
- 8.3. Any change to original client specifications is always confirmed by InfoMarex Translations by email to the client.

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 Translations;
- 10.2. shall include lock-out, lock-in, 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 either InfoMarex Translations' or the translator's ability to deal with the project as agreed;
- 10.3. shall be communicated by a translator without delay by email, by phone or by facsimile, personally or by a third party;

- 10.4. shall entitle both the translator and InfoMarex Translations to withdraw from any project;
- 10.5. shall entitle the client to withdraw from a project paying however for the work already completed; and
- 10.6. shall not deprive any translator of any monies due on partially completed work.

11. Applicable law

- 11.1. Any and all jobs accepted by InfoMarex Translations shall be governed by the laws of the Republic of Ireland, and all translators and clients are deemed to have read, understood and agreed to our Terms and *Conditions of Business* freely available on the Home page of our website.
- 11.2. Any dispute arising which involves InfoMarex Translations under any contract or email agreement entered into by InfoMarex Translations shall be governed by the laws of the Republic of Ireland and the Courts of Ireland shall have exclusive jurisdiction to resolve any dispute;
- 11.3. The Republic of Ireland is a Member State of the European Union and European Law, where applicable, shall apply;
- 11.4. The general conditions of service of InfoMarex Translations shall be interpreted in accordance with the laws of the Republic of Ireland and do not alter or limit any of the statutory rights of the translator or client in any way; and
- 11.5. InfoMarex Translations' *Terms and Conditions of Business*, written only in English, shall be taken as read by any and all translators or clients who use, avail of or accept a quotation for the services of InfoMarex Translations.

12. Changes to these *Terms and Conditions of Business*

- 12.1. These *Terms and Conditions of Business* may be changed from time to time;
 - 12.1.1. When such a change occurs, a general notice will be placed on the Home Page of InfoMarex Translations' website; and
- 12.2. Such a posting, normally updated yearly, of the *Terms and Conditions of Business* shall be taken as due notice.

13. Frequently Asked Questions – FAQs

- 13.1. Further information on InfoMarex Translations may be obtained the agency's website at www.infomarex.com
- 13.2. Many questions can be answered by simply putting the key word(s) or phrase in the Search Box on the Home Page at www.infomarex.com so as to show those webpages of the InfoMarex Translations' website where the word(s) or phrase occur .

Celbridge,
Ireland

Wednesday, 2 January 2019