

John Fossey, Translator

"Publisher ready translations, done right and on time"

Terms and Conditions of Business

Payment Terms & Methods

Net 30 days, counted from the date of delivery of completed document by email or upload, is extended to registered agencies in Europe (including Scandinavia) and North America, whose credit is in good standing. You authorize me to use translator credit bureaus such as the ProZ.com BlueBoard, PaymentPractices.com, etc., to monitor credit standing. Due to high levels of fraud in this industry, payment in advance is required for clients outside North America and Europe, unless subject to an explicit endorsement otherwise. By ordering translation work you authorize me to report late payments to the BlueBoard or PaymentPractices.com.

Accepted methods of payment:

- **PayPal** is accepted for amounts up to USD \$500, EUR €350. Above these amounts please use another method.
- **Skrill** is accepted for any amount
- **Bank transfer** is only accepted for amounts greater than USD\$500, EUR€350, due to high bank fees. European clients who can only pay by bank transfer should use Skrill below these limits.
- **Cheques** are accepted from Canadian clients only.
- **Interac by Email** is accepted from Canadian clients. Check your bank's website for details.
- Other payment methods, such as Western Union, etc., are not accepted.

Purchase Order

A written Purchase Order is required for all orders outside North America and Europe. Emailed Purchase Order is acceptable.

Scheduling

Delivery commitments begin upon receipt of the Purchase Order and document. Due to the tendency of some end clients to cancel an order at the last minute, delivery commitments are on a first come first served basis until the moment when both the Purchase Order and document have been received. Until that time delivery times quoted are subject to change without notice in the event an order is received from another client first.

Invoicing

Invoices are automatically included with each document delivery, dated the date of delivery, as a PDF document, and reminder statements may be automatically transmitted by email twice a month, until payment is made. Special invoicing requirements (for example, on-line Invoice filing, monthly consolidation, etc.) must be shown on each Purchase Order; otherwise you agree to accept Invoicing solely as described.

Changes, Corrections, Revisions

Any changes claimed to be necessary to the document must be notified within eight (8) calendar days of delivery of the translation. Within that time the document will be adjusted to mutual satisfaction at no additional charge. After 8 days, the document and invoice is deemed to be accepted as is. Under no circumstances will I be responsible for any changes made to the translation by a third party. Such changes by a third party do not absolve you from full payment.

Copyright

Translations are a "derivative work" under international copyright law. As such, the translator holds the copyright until full and final payment for the translation has been received. Non-payment or partial payment for a translation means you and your client do not have a legal right to use the translation.

Liability

Since I have no control over or knowledge of the source, use, destination or possible subsequent modification of the translation service provided, you agree that my total liability, in every case and for every reason, is limited to the amount paid for the work. You agree that you will protect, defend and indemnify me and hold me harmless from any and all claims, costs, charges, judgments or other consequences arising as a result of the translation, regardless of cause, tort, fault, error or omission, whether justified or not.

Non-Disclosure

I agree to maintain client confidentiality and not reveal information regarding documents or business between us to other parties, except as required by law and for reporting of payment experience to translation credit bureaus. In return, you agree not to request information about my business relations with other clients, other than what is posted publicly on my website(s) (see <http://www.trad-anglais.com/References.html>).

Separate Contract

Your contract with me as a service provider is completely separate and unrelated to your contract with your client. You are legally responsible to pay for translations delivered to you regardless of when or whether your client pays you. It is your responsibility to have sufficient funds set aside or credit lines to pay your translators on time in the event of slow or non-payment by your client.

Sole Contract

Unless explicitly modified by an endorsement which both parties have personally signed, by merely ordering translation work you are deemed to have agreed that these are the only terms that apply, notwithstanding any other documents sent to me or displayed on your website.