

General Terms and Conditions

These General Terms and Conditions govern the legal relationship between the Customer and tradu-SO and take precedence over the Customer's general terms and conditions.

Translation, Proofreading and Editing ("Deliverables")

Quotes

1. Quotes are valid for a standard period of 90 days from the date of the quote, unless otherwise stated on the quote form. Formal written acceptance of the Quote is required for work to commence.
2. Quotes are based on the source material and the Client's instructions. Word count is always carried out in the "source" language using a recognised word processing program (e.g. Microsoft Office) and determines the quoted price. Although every effort will be made to make quotes as accurate as possible, tradu-SO reserves the right to revise the terms of the quote if the deliverable requires significantly more work than expected. tradu-SO reserves the right to postpone the delivery date accordingly and will inform the Customer of the changed delivery date. If the Customer does not agree to these changes, tradu-SO will invoice the Customer for the work carried out on the date of the Customer's response.

After acceptance of the quote

3. By accepting the quote, the Customer accepts the terms and conditions set out on this Website, and this constitutes the basis of the "agreement" between tradu-SO and the Customer.
4. Once the Customer has accepted the quote, tradu-SO will acknowledge receipt of the assignment and commit to a delivery date. tradu-SO reserves the right to subcontract certain tasks in order to meet the delivery deadline. Subcontractors will be carefully selected by tradu-SO and will be bound by the same general conditions. All subcontracted work will be examined and reviewed internally.
5. In the event that the party signing the agreement (quote) is different from the Customer with whom tradu-SO has concluded an agreement, tradu-SO, at its discretion, reserves the right to: either cancel the contract and charge the costs incurred; or change the terms of payment and conditions of the contract; or revise the price of services.

Deadlines and delivery

6. tradu-SO will make every effort to meet the agreed deadlines. However, tradu-SO reserves the right to change the deadlines if the nature or extent of the work undertaken differs significantly from the agreement. In this case, tradu-SO will inform the Customer of the new delivery date.
7. Delays in the provision of texts for translation by the Customer may also delay the delivery date (at the discretion of tradu-SO).
8. If a fixed delivery date is expressly agreed in writing, and if tradu-SO is unable to comply with it for reasons other than circumstances beyond its control (force majeure), and if the Customer cannot reasonably expect to accept further delay, the Customer may unilaterally withdraw from the contract. However, in this case, tradu-SO shall not be liable to pay any compensation. Such cancellations shall not affect the Customer's obligation to pay for work already carried out.
9. Unless otherwise agreed between tradu-SO and the Client, the deliverable shall be sent electronically.
10. Delivery shall be deemed to have taken place at the time the deliverable is sent.
11. Delivery methods other than electronic will incur additional charges.

Payments

12. New Clients are required to provide a 30% deposit upon acceptance of the quote. Regular Customers may arrange special terms with tradu-SO directly.
13. Large projects (books, manuals, etc.) require a deposit and interim payments according to a pre-arranged payment schedule.
14. Payment deadlines: The Customer specifically agrees to respect the payment schedule of tradu-SO as indicated on the invoice. If the Customer's payment schedule exceeds the payment terms set by tradu-SO, tradu-SO's payment schedule will apply.

15. If tradu-SO explicitly accepts the Customer's payment schedule, tradu-SO reserves the right to add a finance charge for this facility. These finance charges will be determined by the duration and amount of the credit granted. This facility does not apply to disbursements (see Section 19) where different payment conditions apply.
16. Full payment must be made by the due date indicated on the invoice. If full payment is not received by the due date, a reminder invoice will be sent to the Client which will include the fixed compensation for collection costs of EUR 40 (statutory amount).
17. If full payment is still not received, further reminders will be issued on the first day of each subsequent month. A late payment fee and an additional administrative fee will be added to each new reminder invoice until full payment is received. The Customer is obliged to pay the full amount of the last invoice issued.
18. Currencies and international bank transfers: tradu-SO generally invoices in Euros. Payments initiated in other currencies, which are subject to exchange rate fluctuations, must nevertheless correspond to the full amount in the invoicing currency. tradu-SO reserves the right to issue a corrective invoice for shortfalls in revenue due to currency fluctuations and bank transfer costs incurred, calculated on the basis of the net amount received.
19. Disbursements: If tradu-SO has to make reservations and advance travel and accommodation costs prior to the interpreting event (air tickets, shuttle, taxi, hotel, etc.), these disbursements shall be forwarded to the Client separately from the interpreting invoice. The Client undertakes to reimburse tradu-SO for these costs within 7 days.
20. Due to the delays that occur with some international bank transfers, Clients are advised to take appropriate steps to ensure that full payment is received by the due date.

Guarantees and responsibilities

21. tradu-SO shall endeavour to translate as accurately as possible and in accordance with the ethical principles of the profession and within the agreed deadlines. However, translations may always vary linguistically depending on their nature and purpose, the target audience and the source text. The fact that there is more than one interpretation of the source text and that it could be translated differently does not entitle the Client to refuse payment or to reject the final translation as unsatisfactory.
22. tradu-SO shall not be responsible for any subsequent changes made by the Customer to the final translation, of whatever nature, whether they be to the text, layout or formatting.
23. The Client shall raise any questions/complaints regarding the deliverables within 10 days of their dispatch.
24. The lodging of a complaint does not relieve the Client of its payment obligations.
25. Requests for revision will be undertaken at an appropriate rate to be agreed between the Customer and tradu-SO.
26. tradu-SO accepts no liability for any loss of profits, business, contracts, revenue, damage to the Customer's reputation or goodwill, loss of anticipated savings or any other indirect or consequential loss or damage whatsoever arising out of or in connection with the Agreement and the Deliverables.
27. tradu-SO is not responsible for the views or opinions presented in the original text or in the deliverables. These views and opinions are the sole responsibility of the Customer.
28. tradu-SO does not currently offer page layout services. If the source material includes images, graphics, and inserts, it is understood that tradu-SO will only process the texts.
29. The original texts of these General Terms and Conditions shall prevail over versions published in another language.
30. Any dispute between the Customer and tradu-SO shall be governed by French law. The place of jurisdiction is Cahors (46).

Intellectual Property

31. The Customer guarantees that the original text and the deliverable do not infringe any intellectual property rights.

32. The Customer agrees to indemnify tradu-SO for all costs, claims, and damages arising from the Agreement, including but not limited to management time, attorney's fees, and shall defend at its own expense any claim, action, or proceeding brought against tradu-SO based on an allegation of infringement of intellectual property rights concerning the source material or deliverables.
33. The intellectual property in the Deliverables shall pass to the Customer upon receipt of full payment by tradu-SO.
34. tradu-SO shall be entitled to retain a copy of the original text and deliverables free of charge for internal business use (e.g. as future reference material). The same shall apply if the Customer refuses payment for the Deliverables or rejects them as unsatisfactory.

Interpreting

35. Bookings: tradu-SO currently accepts bookings for: one hour (up to 60 minutes); half a day (up to 3 hours); a full day (up to 6 hours, regardless of start time); several consecutive days (not exceeding 6 hours per day). All overtime will be charged at a separate hourly rate. Invoicing shall include a minimum of one hour.
36. Availability: The Client is required to book an interpreter at least 72 hours before the event. An event includes the location, time, duration and purpose of the interpreting session. A quote and confirmation of availability will then be sent to the Client.
37. Acceptance: By accepting the quote (by e-mail, telephone, text message or SMS, etc.), the Client is bound by the General Terms and Conditions of tradu-SO.
38. Equipment: Where an accepted quote includes the rental of interpreting equipment, and the equipment is not used, the rental fee shall be payable in full.
39. Interpreting time: The Client agrees that the following times shall be charged in full: preliminary briefings; interpreting time; idle time or waiting time on site; travel time to and from the event; interpreting during a meal/refreshment break. The interpreter may ask the Client to sign an attendance sheet for verification purposes.
40. Comfort: The Client shall provide a 10 minute break for every 90 minutes of interpreting. Water shall be provided for the interpreter for the duration of the event. If the interpreter is to accompany a delegation, it is understood that he/she will stay in the same hotel and travel with the delegation. If the hotel is fully booked, the Client agrees that the interpreter shall stay at the nearest possible hotel of the same or higher category, even if the resulting cost is potentially higher. In this case, tradu-SO shall not be subject to any daily restrictions (per diem) applicable to members of the delegation.
41. Overtime: If the event exceeds 6 hours of interpretation, the additional time (in one-hour increments) will be charged separately at tradu-SO's standard rate.
42. Supplements: Bookings made for weekends, public holidays and between 8pm - 7am (UK time) will incur a 30% surcharge.
43. Preparation: The Customer agrees to provide tradu-SO with all relevant information and materials in both languages (agenda, minutes of previous meetings, brochures, reports, speeches, video transcripts, negotiation material, etc.) at least 48 hours prior to the event to assist the interpreter in preparing the appropriate terminology.
44. Scope of work: During the event, the interpreter is engaged for oral translation only. If the event involves the interpreter in the on-site translation/revision/proofreading/correction of documents, tradu-SO shall also charge for this additional work. By requesting this additional service, it is understood that the Client agrees to pay tradu-SO for the actual work performed.
45. Disbursements: tradu-SO will issue a separate invoice for disbursements incurred prior to an interpreting event.
46. Cancellation by the Client: In the event of cancellation by the Client of a booking (quote signed by the Client, booking by telephone, or confirmation of the booking by e-mail), the Client agrees to pay 100% of the amount of the original quote.
47. Cancellation by tradu-SO :
 - i. Health and Safety: Where the safety and health of tradu-SO's staff and/or sub-contractors is compromised, we reserve the right to cancel the agreement at any time, before or during the

- event. The Client shall not hold tradu-SO responsible for any costs or damages incurred as a result of such cancellation. The Client shall be liable for the full amount of the quote.
- ii. Illness and/or Accident: If tradu-SO is unable to provide the services provided for in the Agreement due to unforeseen circumstances, such as illness and/or accident, etc., tradu-SO will, at its discretion, make reasonable efforts to make alternative arrangements at no additional cost to the Client, or will cancel the Agreement and refund the deposit in full.
48. Force Majeure: In the event of Force Majeure, tradu-SO shall not be liable for any costs or damages incurred by the Customer as a result of tradu-SO's inability to provide its services. Cases of Force Majeure include natural disaster, tsunami, flood, landslide, earthquake, fire, explosion, war (declared or not), adverse weather conditions, insurrection, riot, blockade, terrorism, sabotage, piracy, epidemic, quarantine restriction, disruption of supplies from generally reliable sources (including, for example, electricity, water and fuel), strike, lockout or work stoppage, non-issuance or delay in issuing permits and governmental action or inaction, including, for example, in connection with customs clearance.
 49. Change in the Scope of Services and/or Working Conditions: In the event that the Client or a third party changes the working conditions or the scope of the interpreting services, and this change results in an increase in the quote, tradu-SO reserves the right:
 - i. accept the modified conditions and charge a higher amount accordingly, without having to provide a revised quote
 - ii. to cancel the agreement without incurring liability
 - iii. withdraw from the interpreting session without liability
 50. In all the cases mentioned above, and after acceptance of the original quote, tradu-SO reserves the right to invoice the full amount of the quote and to add the expenses incurred as a result of these changes/modifications to the scope of services.
 51. Refund of the deposit: In the event of cancellation by tradu-SO, where a deposit has been received, tradu-SO will refund the deposit paid, minus the remuneration for work already undertaken and/or for disbursements incurred by tradu-SO or for which tradu-SO is liable due to contractual obligations as a result of the cancellation.
 52. The Scope of our Services: It is understood and accepted that all documents, diagrams and e-mails exchanged between tradu-SO and the Client form the basis of the agreement, unless otherwise indicated on the agreed quote.

In the Cahors region:

53. A flat rate for travel will be charged for events in the Cahors area. Parking costs will be charged at actual cost.

Outside the Cahors region:

54. tradu-SO will invoice the Client for all travel and accommodation costs incurred.
55. Where original travel plans are disrupted due to extended working hours, tradu-SO reserves the right to charge the Customer for additional accommodation and/or transport costs.

Ethics

56. tradu-SO interpreters shall comply with the professional codes of conduct. tradu-SO shall remain neutral during the event and shall only present ideas, concepts and opinions as indicated by the Customer. The content of all interpretations, as well as the materials provided, shall remain confidential.

Confidentiality

57. The names of the Clients and the content of the interpreting sessions will remain confidential. tradu-SO reserves the right to use the evaluations of its Clients in its promotional material.