



Terms & Conditions

These Terms of Business are the basis on which Millefolia Translations, owned and run by Elisa Bonora (here “The Translator”), carries out all work, aim at establishing a fair professional communication with the Client, and apply to any assignment, which may include translation, editing, proofreading, abstracting, transcription, or other related tasks. They are subject to modification without notice.

All assignment implies that the Client has agreed to these Terms and Conditions.

Quotation and Acceptance

The Translator will provide a free quotation for each project, including project details, rate, and delivery time. All work will be carried out subject to written confirmation by the Client.

A fixed quotation for each project will be issued only after the Translator has seen the source material and has received any instruction by the Client.

Any estimate solely based on the Client’s description of the source material shall be considered as reference information only.

The basis on which fees are calculated, as well as any charges for special requirements, will be agreed beforehand.

Any estimated delivery time is based on confirmation of the assignment and receipt of all source material. If the Client does not confirm the assignment within 3 working days from the quotation, or does not provide the source material as agreed, the delivery time shall be subject to adjustment according to the Translator’s current workload.

Documents such as e-mails, copies, computer files and faxes shall be considered as equivalent to the original and valid proof that the assignment was confirmed.

The Client’s terms of service are not in effect until approved in writing by the Translator.

Payment

Unless otherwise agreed in writing by the parties, payment in full is due within 30 days from the receipt of the invoice. Delay in payments will automatically result in interests according to the Italian Law (D.Lgs No. 192/12 of 9 November 2012, published in the Official Gazette of the Italian Republic No. 267 of 15 November 2012).

For long assignments, the Translator may request initial payment and subsequent instalments on terms to be agreed.



Where delivery is in instalments and notice has been given that an interim payment is overdue, the Translator shall have the right to stop work on the task until the outstanding payment is made or other terms agreed.

The Translator's business agreement is with the Client only; if the Client is employed by a third party, the Client must pay the Translator as agreed upon, regardless of the third party's payment policies.

Modification or Cancellation

If any changes are made in the source material and/or the Client's requirements vary while the assigned task is in progress, the fee and terms of delivery shall be adjusted accordingly.

If a project is cancelled after an assignment has been made, the Translator will be paid for all the work completed up to that point, which will then remain at the Client's disposal. A cancellation surcharge may apply in case the Translator has booked time for the assignment which cannot be reallocated for other work.

Delivery

The Translator commits to delivering the finished work within the agreed deadline. Such deadline will be binding only if clearly specified in writing, and may be modified upon written agreement between the parties.

The finished work will be delivered electronically as e-mail attachment in Word format, unless otherwise agreed by the parties. Additional costs apply for printing, CD and postage if a hard copy is required.

The Translator shall not be held responsible for any loss, damage or late delivery of finished work due to the postal or telecommunication services or to force majeure.

Copyright

Source text

The Translator accepts to carry out an assignment on the understanding that its performance will not infringe any third party rights.

If the source text is copyright, the Translator accepts the assignment on the understanding that the Client either holds the translation rights or will be using the translation for private study only.

In any case, the Translator shall not be liable for any claim for infringement of copyright.



Translation

If the translation is printed or published, the Translator's name will appear in the credits. This includes compulsory review of the final copy by the Translator before printing or publishing.

If changes in the finished text are made without the Translator's written approval, then the Translator's name must not appear in the credits and the Translator shall not be liable for such changes and any related consequences.

The Translator retains copyright to the translation until the invoice has been paid in full.

Confidentiality

The Translator shall keep strictly confidential all information received in connection with any assignment or enquiry, as well as on the Client's personal data.

A third party may be consulted over subject-related and specific terminology queries, provided that there is no disclosure of confidential material.

Quality and Standards

The Translator shall carry out all assignments with skills and care in accordance with professional standards, using appropriate dictionaries and other sources of information on the subject matter and ensuring that the translation is suitable for its agreed purpose and target readership.

The Translator also commits to taking into account any specific requirements and information provided by the Client related to each assignment.

Along with providing all source material, the Client must indicate any specific requirements for the project, including any specific terminology that the Client wishes to be used. Failing this, the Translator shall not be held responsible if the translation does not conform to the Client's own standards and any following amendment will be billed accordingly.

The Translator shall not be held responsible for the accuracy of the information supplied by the Client.

The Translator may inform the Client about any stylistic, grammatical, or other linguistic issues in the source text which are viewed as requiring amendment, and proceed with correcting such aspects in agreement with the Client; anyway, the purely technical coherence and consistency of the text remains the Client's sole responsibility. The Translator shall not be liable for any technical inconsistencies or ambiguities which exclusively fall under the Client's knowledge and expertise.



The Client shall make sure that the material delivered to the Translator is of good quality, that is, clearly intelligible. Failing this, the Translator shall not be responsible for any omissions or clarity issues due to faults in the source material.

The Client shall indicate the intended use of the translation, that is, whether it is required for information purposes or for publication. The Translator is not liable if a translation is used for a purpose other than initially specified.

Claims

The Translator is responsible solely for the translation or other linguistic task carried out, and shall not be held responsible for the content of the source material or any claim related to it.

In case of disagreement about certain aspects of the task performed, the Translator will commit to reviewing and correcting such aspects in cooperation with the Client, and shall have the right to be given the opportunity to do so.

Any claims shall be notified to the Translator within 30 days from the date of the delivery of the assignment.

In any event, the Translator is not liable for any amount that goes beyond the invoiced amount.