

Terms and Conditions of Service - Winged Translations

1. GENERAL CRITERIA

These Terms and Conditions shall govern the contractual relationship between the client (the customer) and the translator (the service provider) in accordance with the requirements of good faith and propriety in the implementation of their respective obligations.

2. DEFINITIONS

Client or customer means any person who places an order with the translators by email or by way of any other document/instrument with legal status, undertaking to pay the agreed consideration. The translator is Clara Giampietro.

3. DETERMINATION OF FEES

It is acknowledged between the parties that the translator shall be due a fee for the activity carried out, which fee shall be indicated and specifically agreed upon from time to time on the basis of a calculation of the number of words, standard pages [cartelle] and/or hours, on the basis of a flat-rate project fee or as otherwise agreed upon between the parties.

4. DELIVERY DEADLINE

The translator shall be obliged to deliver the work within the agreed deadline and the client must provide all material to be translated. That deadline may be altered by the translator in the event that any changes are made to the original order.

The client undertakes to provide the translator with all material and information necessary to complete the translation work before the agreed deadlines.

The translator shall bear no liability for any losses, harm, or late delivery of the completed work in the event of interruptions/anomalies affecting the proper operation of telecommunications services or in the event of a force majeure occurrence.

5. CONFIDENTIALITY

The parties undertake to treat as confidential any documents and personal data relating to the client, the nature of the work carried out, and any information transmitted by the client to the translator for the purposes of translation.

Data protection: the customer's data shall be processed exclusively for the purposes of the commercial relationship established under the contract, which processing shall occur exclusively on the computer systems of the translator. If such data are not provided it will not be possible to implement the contract.

The customer's personal data shall be collected and processed for the purposes provided for under Articles 6(1)(b) and 6(1)(c) of European Regulation 679/2016 (GDPR). The full Privacy Statement may be requested from the controller:

Clara Giampietro

Address: Viale Cappuccini 10, 10023 Chieri (TO) - Italy

Email: clara@wingedtranslations.com

6. PAYMENT TERMS

Once the client has agreed on the quote, the translator shall be paid, within 3 days, an advance of 30% on the fee agreed upon. The payment of the balance amount shall be due within a maximum of 30 days after the date on which the invoice was issued.

In the event of late payment, the provisions of the European Directive 2011/7/EU shall apply.

7. FORCE MAJEURE

In the event of a force majeure occurrence provided for by law, the contract concluded between the parties shall be deemed to have been terminated without any requirement to pay compensation.

8. RIGHT OF WITHDRAWAL

Unless agreed otherwise in writing, the client shall be entitled to withdraw from the contract upon payment of a withdrawal fee equal to 10% of the total fee agreed upon.

If the translator has already completed the translation or part thereof, the result shall be made available to the client and payment shall be due in full in respect of the portion that has been completed.

In the event that the customer withdraws after the conclusion of the contract, the fee agreed upon shall be due in full.

In the event that the translator withdraw with good cause, the fee agreed upon shall be due in full.

It is also acknowledged that the translator shall have the right to withdraw from the contract in the event that the texts to be translated are or may be, in their exclusive opinion, defamatory or unlawful.

9. LIABILITY

It is acknowledged that the translator shall remain directly liable towards the client with regard to the translation activity carried out by her. Consequently, it is specified by way of example that the translators may not be held liable for any breach of copyright and/or translation rights or with regard to any legal claim arising in relation to the content of the original text.

The client undertakes to hold the translator harmless against any request, legal action, cost, or expense arising in relation to the publication of defamatory and/or unlawful material or for the breach of any right of ownership over third party patents or designs.

10. COMPLAINTS

Any changes or corrections to a translation must be submitted to the translator no later than 14 days after the client has received the final translation. Failure to request changes prior to 14 days will be considered acceptance of the final translation.

It is acknowledged that, unless specified otherwise in these Terms and Conditions of Service and/or unless specifically agreed otherwise in writing between the parties, the contract concluded between the translator and the client shall be governed by Articles 2222 et seq. of the Italian Civil Code concerning the provision of professional services.

The customer declares that he/she/it disposes of suitable staff for checking the work prior to usage within its own company processes.

The amount of any damages due as a result of defective work or delays may not exceed the fee agreed upon for the translation.

11. JURISDICTION

Italian law shall apply.

All disputes relating to the contract concluded between the client and the translator or relating to its content, faults, defects, payments, validity, withdrawal, and/or any other matter shall fall under the jurisdiction of the courts of Turin.

The translator further undertake to abide by the Code of Practice of the Italian Association of Translators and Interpreters (AITI, Associazione Italiana Traduttori e Interpreti), which may be consulted on the website of the association.

12. ADDITIONAL INFORMATION

- The translator will issue a free, formal, non-binding price quote for each project once the documents to be translated/ revised or the details about the consultation have been sent by the client.
- No project work will be started unless the client has signed and approved the quote in writing via email.
- Valued repeat clients do not have to sign every price quote, but they are kindly asked to simply approve the price quote via email.
- If a project is outside the areas of expertise of the translator, she will be happy to refer to a qualified colleague and give the client all the contact information at no charge. However, the translator will not be involved in the project after they have referred to the colleague and cannot be held responsible for any challenges that might occur. The translator can only guarantee her own work.



Make your words fly in Italian

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Clara Giampietro

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