

General Terms and Conditions

1. General provisions

These General Terms and Conditions apply to all services and legal affairs of the company Projectus grupa d.o.o. based in Zagreb, Srebrnjak 131a (hereinafter: the Service Provider) and the client of the service (hereinafter: the Client) regarding all areas of activity of the Service Provider as registered with the Commercial court in Zagreb.

These General Terms and Conditions form the basis of all contracts concluded between the Service Provider and the Client. The Client and the Service Provider shall conclude a contract on the basis of a written order. The contract may take the form of an email, a printed order form or a completed online form.

The Client is any legal or natural person commissioning services from the Service Provider.

By commissioning services, the Client accepts these General Terms and Conditions. In case a subsequent written contract between the Client and the Service Provider differs from the provisions of these General Terms and Conditions, the provisions from that contract have precedence over these General Terms and Conditions.

The Service Provider is obliged to provide services in accordance with these General terms and conditions.

The Service Provider reserves the right to make alterations to the General Terms and Conditions and shall notify the Client if these alterations occur during their legal relationship.

2. Translation and proofreading services

2.1 Translation offers and contracts

The Service Provider shall make an offer based on the analysis of the delivered text and present the Client with the offer by e-mail or other forms of written communication or in person.

The contract is concluded when the Service Provider receives the Client's confirmation of acceptance. The Client shall accept the offer in written form within the deadline specified in the offer by the Service Provider.

2.2 Service modification or cancellation

The Service Provider retains the right to cancel the Contract signed between the Client and the Service Provider, as well as the Client's order, if there is a justified reason for doing so. Justified reasons include the Client's attempt to amend the terms of the contract without the Service Provider's consent, a refusal to cooperate with the Service Provider, and Client's conduct that may be characterised as rude, offensive, insulting or violent.

If the Client makes or requests significant changes to the translation/editing in comparison with the initial order after signing the contract, the Service Provider has the right to make modifications to the price and/or delivery date or even refuse to carry out the order, with the right to charge the Client for the work completed up to that point.

If the Client cancels the order, he shall pay remuneration to the Service Provider for the part of the translation completed before the moment the Service Provider was informed about the cancellation, for which he will receive invoice.

If the Service Provider allocated time to complete the order that has been cancelled, he has the right to charge the Client up to 50% of the settled amount for the uncompleted part of the job.

2.3 Translation process

The Service Provider must respect the deadlines and finish the translation according to his/her best abilities.

The Client shall, at the demand of the Service Provider and in a timely manner, make available all relevant documents that would prove useful for written translation or interpretation and shall cooperate with the Service Provider in the course of the translation project. If the nature of the specific project requires it, the Service Provider can ask the Client to designate a contact person, who can respond to any questions relevant for the quality of the translation.

Unless agreed otherwise, the Service Provider has the right to hire a third person to complete a part or the whole of the order, which does not call into question the responsibilities of the Service Provider regarding the confidentiality of information and proper completion of the order.

2.4 Deadlines and delivery time

The translated texts are delivered to the Client by e-mail or at the premises of the Service Provider, unless otherwise agreed upon. If the Client demands delivery by mail, registered mail, courier or at the premises of the Client, the Client will pay the expenses of such delivery.

The deadlines are agreed upon between the parties in the quote. The deadlines for the translation start on the first workday after the acceptance of the offer, unless otherwise agreed on by the Client and the Service Provider.

In case of delay, the Service Provider must inform the Client immediately. Neither the Service Provider, nor the Client is responsible for delays that occurred through no fault of their own, or by force majeure.

A translation is considered as delivered from the moment the Service Provider sends it by e-mail, registered mail or delivers it to the courier.

2.5 Prices and payment

The price that the Client pays to the Service Provider for the translation services is determined in the quote, which is delivered to the Client by e-mail or other forms of written communication.

Unless agreed otherwise, the minimum billing unit for written translation is 1500 characters with spaces or 1 hour for interpreting.

The Service Provider will charge extra for additional services related to translation, such as PDF conversion, OCR, transcription, translation of handwritten documents and other similar services. The price of the additional service is set in the offer.

The Client is obliged to cover the costs of translation printouts if he/she asks for more than one copy of the translated document.

The price of an urgent translation is increased by 30–50 % in case of translations with deadlines shorter than 24 hours, regardless of the volume, and where the volume and deadline imply translating more than 1500 words per day.

The price of proofreading/editing is increased by 30–50 % if the deadline requires proofreading/editing more than 6000 words per day.

Possible discounts can be agreed only with the Service Provider and are applicable to the individual project, unless determined otherwise in a separate agreement between the Service Provider and the Client.

The Service Provider reserves the right to request an advance payment or payment at the time of delivery. In case of larger volumes, the Service Provider has the right to demand an advance payment of a certain percentage of the estimated value of the translation as a confirmation of the order.

In case of overdue invoices, the Service Provider has the right to charge the legal interest on the unpaid balances and take all legal measures to collect his/her claims.

The Service Provider has the right to charge the Client for all expenses incurred in the process of translation, e.g. bank, postal, registered mail and shipment fees, travel and transport expenses etc.

2.6 Warranties and responsibilities

The Service Provider is responsible only for loss or damage that is a direct and obvious consequence of his/her inappropriate behaviour. The Service Provider is under no circumstances responsible for any other form of loss or damage, such as indirect loss, consequential loss, operating loss, loss caused by delay or lost profit.

The Service Provider is not responsible for the content of the documents delivered by the Client or the consequences arising from the translated content. Any vagueness or ambiguity in the source text excludes the Service Provider from any liabilities.

The Service Provider guarantees to the Client that the services are provided in a conscientious and professional manner, within the agreed deadline.

2.7 Complaints

If the Client considers that the delivered translation is of insufficient quality, they should submit their complaint with a detailed explanation in written form as soon as possible, no later than 10 days after delivery. If the Service Provider considers that the complaint is justified, any identified flaws in the translation will be corrected as soon as possible at the expense of the Service Provider.

Should a dispute arise between the Client and the Service Provider Executor with regard to the Client's complaint, the Parties shall try to resolve the dispute out of court by means of an expert opinion of an independent expert approved by both parties.

The responsibility of the Service Provider will not in any case surpass the value of the invoice for the finished translation (net of VAT).

3. Interpreting services

A team of two translators is necessary for simultaneous or consecutive interpreting longer than one hour. Exceptionally, a single interpreter can be hired for up to two hours of work.

For remote interpreting using ICT technology, the Client must ensure adequate working conditions in terms of interpreting teams, equipment, booths, visibility of speakers and documents, and in particular the hearing safety for the interpreters, the presence of technical staff, the possibility of communicating with other interpreters, technical staff and the organiser.

An interpreter's working day covers six hours, from the beginning of the event to its end, regardless of how much time is actually spent interpreting. Interpreters must be given at least two short breaks and one longer lunch break of at least 60 minutes. All breaks, except for the lunch break, are included in the six hours.

In case of interpreting assignments outside the interpreter's place of business, interpreters are entitled to a full daily fee for all days of the event, regardless of the number of hours actually worked per day. In this case, the Client provides accommodation in single rooms with full board or per diem and covers transportation costs.

Any additional hour of interpreting after the end of the six-hour working time is considered to be overtime and will be additionally charged per hour commenced.

In case of interpreting assignments shorter than three hours and performed at the interpreter's place of business, an hourly rate will be charged.

To enable the interpreters to prepare for the assignment, all materials related to the topic of the event should be timely made available by e-mail in the form of presentations, lecture summaries, speeches, agendas and lists of participants, useful internet links, etc. The interpreter is obliged to keep the

information confidential. If the materials are not delivered within a reasonable time, the Service Provider cannot guarantee the quality of the service provided.

The interpreter must arrive at the place of work 15 minutes before the start of the meeting, and in case of being prevented by force majeure, they must find an appropriate replacement.

The offer is valid until the stated date, after which the prices are subject to change. We cannot guarantee the availability of interpreters after the end of validity of the offer.

For cancellation of a previously confirmed offer, we will charge 70 % of the amount of the offer, in accordance with the Croatian Law on Obligations.

4. Training services

The Service Provider offers training services (organization, preparation and implementation) based on the needs of the Client. The content of the training can be modified during the implementation of the program upon written request from the Client. The cost of the changes is covered by the Client.

A contract is concluded when the Service Provider receives the Client's statement confirming the offer. The Client shall accept the offer in written form, by e-mail or other forms of written communication within the deadline specified in the offer by the Service Provider.

4.1 Location and time of training

The location and time of training depend on the agreement between the Client and the Service Provider. In case the training is held on the premises of the Client, the Client is obliged to ensure the space and equipment for the training at the designated time.

The Client is obliged to respect the scheduled time of the training. In case the training cannot take place, the Client is obliged to inform the Service Provider no later than one working day (24 hours) before the scheduled training (a working day refers to all days except Saturday, Sunday and public holidays). If the Client does not inform the Service Provider of the necessity to reschedule the training in due time, the Service Provider retains the right to charge the service as if it had been provided.

4.2 Payment

The price of the training service in question depends on the agreement between the Client and the Service Provider. Payment for the services is due no later than 8 days after the date of invoice, unless otherwise stated in the Contract.

5. Final provisions

5.1 Confidentiality

The Service Provider guarantees the confidentiality of all information, trade secrets, intellectual and industrial property and patents they were given access to during the provision of translation and training services, from the moment the offer is made.

Because no data transfer over the internet is completely safe, the Service Provider cannot guarantee absolute security of information.

5.2 Personal data protection

The Client's personal data and other personal data that the Service Provider obtains from the Client in any form shall be used and processed solely for the purpose of providing translation/proofreading/interpreting/training services, communication with the Client and the fulfilment of legal obligations, unless the person to whom the personal data relate gave explicit consent to use his/her personal data for other purposes.

5.3 Copyright

The Service Provider reserves the copyright for and the right to use the translation and documentation created in the process of completing the commissioned translation service up until the moment of the settlement of the entire debt by the Client.

The Service Provider is the exclusive copyright holder of the training programs and all materials created in the process of providing training services, unless otherwise stated in the contract.

5.4 Court jurisdiction

The parties undertake to try to resolve all disputes amicably. Otherwise, the parties agree to submit to the jurisdiction of the competent court in Zagreb.

These General Terms and Conditions are applied from 23 March 2023.