

Regulations for the Provision of Translation Services

GENERAL PRINCIPLES

1. The present Regulations (hereinafter also referred to as the Regulations) shall determine the terms and conditions for the provision of translation services to clients by Lingopro Aleksandra Świątelska sp.j. with its registered office in Tychy (43-100), Aleja Jana Pawła II 20, entered into the Register of Entrepreneurs of the National Court Register under the number 0000425151, Tax Identification Number (NIP): 634-281-03-20, **e-mail address: hello@lingopro.pl**, hereinafter referred to as the Translation Agency.
2. The Client shall be the entity ordering a translation service from the Translation Agency (hereinafter referred to as the Client).
3. By using the services of the Translation Agency, the Client shall be deemed to have accepted the provisions of these Regulations in full.
4. The Translation Agency in conjunction with the Client may apply rules other than those contained herein by means of a separate agreement.
5. For ordering translation services, the Client shall be required to have a device with Internet access and an e-mail address.

WRITTEN TRANSLATIONS

1. The Translation Agency delivers both standard and certified translations.
2. The Translation Agency provides translation and interpreting services pursuant to a written order.
3. The submission of an order shall be tantamount to acceptance of the quotation prepared by the Translation Agency and these Regulations.
4. The Translation Agency shall be obliged to confirm the reception of the documents to be translated, agree with the Client on the deadline and the estimated cost of the translation in the form of a quote, which it shall send to the Client in electronic form.
5. The quotation shall be free of charge, except for the valuation of complex websites. In the case of an evaluation of websites with more than 4 subpages, the Translation Agency may ask for an advance payment of between PLN 100 and PLN 500. Once the order has been confirmed, the amount paid shall be credited against the translation service fee.
6. The cost of translation shall be based on the number of billing pages. For a standard translation, one billing page shall be 1,800 characters with spaces. The volume of translation is rounded up to 1 billing page.
7. Certified translations are governed by a regulation of the Minister of Justice. The billing page of a sworn translation shall be 1,125 characters (including spaces). Translation volume shall be rounded up to 1 billing page.

8. Saturdays, Sundays, and other public holidays shall not be taken into consideration when determining the mode and time of the translation. If the order is placed after 2 p.m. on a given business day, the execution period shall be calculated from the day following the day on which the order was placed.
9. Translations are provided: ***in standard mode - 5 billing pages within one working day, in express mode - 10 billing pages within one working day + 50 % of the basic price, in super express mode - translation delivered on a particular day and time - individually agreed with the Client.***
10. The acceptance of the translation order and its execution shall be subject to the Client submitting the order in documentary form and delivering it to the Translation Agency's e-mail address.
11. In the case of orders with a net value exceeding PLN 2,000, the Translation Agency shall reserve the right to collect an advance payment of 30% of the order value prior to the commencement of the translation. The advance payment should be made before the order is executed. The date on which the advance payment is credited to the account of the Translation Agency constitutes the date of confirmation of the order.
12. The withdrawal of the order may occur up to one hour after the order confirmation at the latest. The cancellation must be delivered in documentary form to the Translation Agency's e-mail address.
13. Should the order be withdrawn at a later date, the Client shall pay a fee in proportion to the work performed by the translator - but not less than 10% of the value of the order.
14. Should any documents be requested for translation which are ultimately to be published (web, marketing material, etc.), the Translation Agency must be informed.
15. The text of a standard translation shall be provided to the Client in electronic form - in an editable text file, an Excel file or a PDF file.
16. Any additional services such as: ***text editing, layout design and formatting, preparation of translated material for publication*** may be provided by the Translation Agency as a separate service for an additional fee - a quote shall be prepared individually for each order.
17. The date of delivery of a certified translation shall be deemed to be the date on which the documents are sent to the Client in the form of scans.
18. The text of the **certified** translation shall be made available in hard copy - bearing the seal of the sworn translator. Shipment of originals shall take place via the Polish Post. In exceptional cases, shipment of documents may be carried out by courier - at the expense of the ordering party, the cost is agreed individually. Here, the expected delivery time for a **certified** translation shall be 2 working days after the due date.
19. Upon completion of the order, a VAT invoice shall be issued with a deadline of up to 7 days for payment.
20. Extended payment terms are possible with a permanent cooperation agreement or by individual arrangement.
21. The Client shall be entitled to lodge a complaint within 7 days of receipt of the translation.

ORAL INTERPRETATION

1. The Translation Agency offers consecutive and whispered interpreting.
2. Each order will be individually priced, and the price will depend on the language pair and the subject of the interpretation (general or specialised interpretation).
3. The interpretation order should be in documentary form and delivered to the Translation Agency's e-mail address.
4. The interpreter's working time shall be calculated from the hour for which the interpreter was requested until the hour at which the interpreter was released. The time shall be calculated on the basis of the interpreter's card confirmed by the Client.
5. The interpreter's working time shall include breaks in the meeting (e.g. for meals, for travelling to other destinations, breaks not caused by the interpreter).
6. Every hour started shall be counted as a full clock hour.
7. The costs of the interpreter's travel and possible accommodation shall be borne by the Client or the Translation Agency.

COMPLAINTS

1. A complaint must be delivered in writing - by letter or e-mail to the address of the Translation Agency - within 7 days of receipt of the translation. Any complaints delivered to the Translation Agency after this deadline will not be considered.
2. The complaint should contain a written description of the objections with specific indications of errors.
3. The comments to be complained of should relate only to defects caused by the translator.
4. The comments shall not refer to translation errors due to inconsistencies or errors in the source text.
5. Having reported a complaint and found it to be justified by the Translation Agency, the Translation Agency shall undertake to rectify the defects free of charge within 2 working days in the case of translations of up to 20 billing pages and up to 4 working days in the case of translations of up to 50 billing pages.
6. For translations of more than 50 billing pages, the Translation Agency shall be obliged to remove defects free of charge within a maximum of 7 working days - unless the translation is made on the basis of a separate agreement, in which case the provisions of this agreement shall apply.
7. The Client has the possibility of obtaining a discount for a complaint - such a discount shall be determined individually for each order.

CONFIDENTIALITY

1. All documents provided by the Client to the Translation Agency are treated as confidential and are not disclosed to third parties.

2. Only the employees of the Translation Agency and the subcontractors working on a specific order have access to the documents provided.

COPYRIGHTS

1. The Client ordering a translation service and sending the documents or text for the performance of the service to the Translation Agency hereby declares that he/she disposes of copyrights and other related titles allowing him/her to freely dispose of the content submitted for the performance of the service, and that the performance of the translation service or any other service ordered by the Client shall not infringe any third party rights.
2. Should any third party claim to dispose of the content of the original document which the Translation Agency received from the Client and the rights to its translation, and to dispose of the copyright to this document as a work of authorship, pursuant to the Act on Copyright and Related Rights, the Client shall be obliged to satisfy any such third-party claims made to the Translation Agency.
3. Upon payment of the remuneration for the translation service rendered by the Client, the proprietary copyrights for the free disposal of the work created as a result of the translation service are transferred to the Client.

CONSUMER RIGHTS

1. In the event that the Client ordering the translation service is a consumer, the following provisions hereof shall also apply to the Client.
2. The Client, who shall be a consumer, shall have the right to withdraw from the translation agreement concluded at a distance on the basis of a translation order within 14 days from the date of placing the translation order, without stating a reason.
3. The right of withdrawal shall be exercised by sending a declaration of withdrawal by post or to the e-mail address of the Translation Agency. It shall be sufficient for the period referred to in Section 2 to be observed if the Customer sends information concerning the exercise of his/her right of withdrawal before the expiry of the withdrawal period.
4. The Client may use the model withdrawal declaration attached hereto, although it is not obligatory.
5. The effect of the withdrawal shall be that the agreement is not concluded and that the Translation Agency refunds the payments made by the Client within 14 days from the date of receipt by the Translation Agency of the withdrawal notice.
6. The Client shall not be entitled to withdraw from the translation service agreement if he/she agrees to the immediate commencement of the translation service by the Translation Agency and acknowledges that he/she will lose the right to withdraw from the agreement after the performance of the translation service by the Translation Agency.
7. Should the Client fail to make the statement in the order referred to in Section 4 above, the translation service shall be provided within the period indicated in the quotation, calculated from the day following the expiry of the deadline for the Client's withdrawal from the agreement.
8. The Translation Agency does not provide for extrajudicial means of handling complaints or resolving disputes with Clients.

PERSONAL DETAILS

The processing of Customers' personal data shall be performed in accordance with the principles provided for in the Privacy Policy of the Translation Agency, located at: www.lingopro.pl.

FINAL PROVISIONS

1. The Translation Agency hereby reserves the right to amend these Regulations. Amendments shall be effective as of the date of publication of the amended version hereof on the website of the Translation Agency and shall apply to orders placed after the date of publication of the amended version hereof.
2. For matters not regulated herein, the provisions of generally applicable law, in particular the Civil Code, shall apply.

Attachment to the Regulations - Model declaration of withdrawal

-

Lingopro Aleksandra Świątelska sp. j.
Aleja Jana Pawła II 20
43-100 Tychy
E-mail: hello@lingopro.pl

Declaration of withdrawal

- I/We(*) hereby declare my/our(*) withdrawal from the agreement on the provision of translation services
- Date of conclusion of the agreement:
- Full name of consumer(s):
- Address of consumer(s):
- Date

-

Signature of the consumer(s)
(only if the form is submitted on paper)

(*) Delete as appropriate.