



Simona Manca, MSc., MCIL, MITI

Simona Manca – Ladysmanca Languages Translation Services - Terms and Conditions

1. VALIDITY OF TERMS AND CONDITIONS

All orders placed imply the client's full acceptance of these Terms and Conditions, without any reservation whatsoever and to the exclusion of any other document. No special terms will take precedence over these Terms and Conditions unless expressly stated in writing on the final and binding purchase order.

The execution of any service by Simona Manca implies the Client accepts these Terms and Conditions and waives his own general terms and conditions. Any other disposition, in the absence of manifest consent, will be ineffective against Simona Manca, regardless of the time at which she may have been made aware of it.

Any condition to the contrary shall not be binding on Simona Manca unless expressly accepted by the same in writing, regardless of when she becomes aware of the condition.

That Simona Manca does not exercise one or more of the provisions in these Terms of Sale shall not be interpreted as a waiver of Simona Manca's right to exercise any of the provisions in these Terms and Conditions at a later date.

2. ESTIMATES AND ORDERS

Each order placed by the Client shall be preceded by a free estimate issued by Simona Manca based on the documents to be translated or information provided by the Client.

The estimate Simona Manca sends to the Client by electronic mail or by

<https://simonamanca.quickfile.co.uk> shall include:

- The number of words, documents or pages to be translated;
- The language pair;
- The way in which the translation was priced. A translation is billed either at a flat rate, at an hourly rate, or a per word rate based on Simona Manca's rates at the time the estimate is prepared;
- The date of delivery of the translation;
- The format of the translated documents in case a specific layout has been requested;
- Any special rates applied because of urgency, specific research, or any other service that goes beyond the services usually provided by Simona Manca.

To confirm an order the Client shall confirm the order by expressing this clear acceptance by responding to the e-mail received with the estimate or accepting the estimate sent via Quickfile. If Simona Manca does not receive the order confirmation, Simona Manca reserves the right not to commence work on the project concerned.

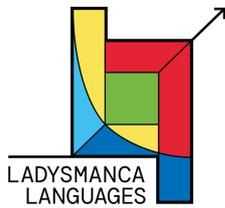
If confirmation of the order is not received within 15 (fifteen) days of the date the estimate is sent by the means stipulated above, the estimate shall be considered null and void. If the translation request is urgent, the acceptance has to be sent within 2 (two) days.

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Simona Manca reserves the right, after informing the Client, to charge an additional fee and/or not to adhere to the delivery date on the Client's initial order in the following cases:

- Modification of documents or the addition of documents by the Client after the initial estimate was prepared by Simona Manca, in which case Simona Manca reserves the right to adjust the rate based on the additional volume of work estimated or requested;
- If the documents were not furnished during the estimate preparation process;
- If the initial estimate was based on the Client's estimation of the number of words and an excerpt of the text.

In the absence of the Client's express acceptance of the new delivery and/or invoicing conditions, Simona Manca reserves the right not to commence work. Posta fees incurred by Simona Manca to send paper copies of the translation are at the Client's expense. Any decision to offer a discount, reduction, or sliding fee scale based on a percentage or flat fee (per page, line or hour) are at the sole discretion of Simona Manca and only for the service to which they apply. Any discounts or rebates offered to the Client shall not create a right vested in interest concerning future services.

3. PROOF

The Client agrees to consider e-mails, copies, and computer files as equivalent to the original and valid proof that the order was confirmed.

4. DEPOSITS

Any order exceeding £500 excluding tax may be subject to a deposit, the amount of which shall be clearly stipulated in the estimate. Work shall begin only once the payment has cleared.

5. DELIVERY

Any delivery date or dates agreed between Simona Manca and the Client shall become binding only once Simona Manca has received all the documents to be translated and if the Client has confirmed their order as specified in Paragraph 2 above within 3 (three) working days from the date of reception of the estimate. After that time, the delivery date may be revised if so required by Simona Manca's workload.

6. SIMONA MANCA'S OBLIGATIONS

Simona Manca agrees to provide a translation that is as faithful as possible to the original and that complies with professional standards. She shall do everything possible to consider and include in the translation information provided by the Client (glossaries, drawings, diagrams, abbreviations). Simona Manca shall not be held liable for any inconsistencies or ambiguities in the source text, the verification of the final text's technical coherence remaining the Client's sole responsibility.

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7. THE CLIENT'S OBLIGATIONS

The Client shall provide Simona Manca with all the texts to be translated and, if necessary, all of the technical information required to understand the text and the specific terminology required. If the Client fails to inform Simona Manca, she shall not be held liable if the translation does not conform to the Client's standards or if delivery is late.

The client has 10 working days from the time the translated documents are received to inform Simona Manca in writing of any disagreement concerning the quality of the translation. Once this period has expired, the service shall be considered duly completed and no claims may be made. The client agrees to consider electronic or postal mail receipts as proof of delivery.

8. CONFIDENTIALITY

Simona Manca agrees to preserve the confidentiality of information she becomes aware of before, during, and after providing services. In case original documents are sent to Simona Manca, they shall be returned to the Client upon translation completion. All documents (including vital records such as birth, marriage, death certificates, etc.) will be permanently deleted six months after they have been received by Simona Manca or earliest if so requested in written by the Client.

Simona Manca shall not be held liable in the event that information is intercepted or used by a third party during the transfer of data, especially on the Internet. Therefore, the Client must inform Simona Manca before the provision of services or at the time the order is placed of the means of transmission the Client would like Simona Manca to use to ensure the confidentiality of any sensitive information.

9. FORMAT

Translations are delivered by electronic mail in Word or PDF format. On request, translations may be delivered by regular mail, in paper. Any other means of delivery or formats must be expressly agreed to by the parties and may result in additional fees.

10. RESPONSIBILITY

The liability of Simona Manca on any grounds whatsoever shall be limited to the invoiced value of the work. Under no circumstances shall Simona Manca be held liable for claims related to nuances of style. It is expressly agreed that delivery deadlines are provided for information only and that missed deadlines shall not be considered grounds for penalties. Simona Manca shall not be held liable for direct or indirect harm to the Client or a third party resulting from late delivery due to external issues, electronic mail, postal and other problems.

11. CORRECTIONS and PROOFREADING

In the event of disagreements about certain aspects of the translation, Simona Manca reserves the right to correct these aspects in cooperation with the Client. If the translation is to be published, Simona Manca shall receive the printer's proofs to proofread them before the document goes to print.

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Unless otherwise specified in writing, all corrections received ten days after the translation has been delivered, will result in additional charges to be billed at the prevailing hourly rate.

12. PAYMENT

Unless otherwise mentioned on the estimate, payment in full to Simona Manca shall be made no later than 15 days from the date of invoice.

In the case of payments by check or wire from abroad, all forex and banking fees will be specified on the estimate or be billed to the Client. If paying via Paypal, the Client shall cover Paypal fees.

In the event of late payments, orders in progress can be unilaterally interrupted until full payment is received and the Client will be liable for late payment penalties of an additional 20% of the entire sum in question, without any formal notice being required.

Translations remain the property of Simona Manca until payment has been received in full.

13. COPYRIGHT

Before undertaking to have a document translated, the Client must ensure that this does not infringe on any third-party rights. Therefore, the Client must be the author or owner of the original document or have obtained written permission to have the document translated from the party holding the copyrights to the document.

If these conditions have not been ensured by the Client, under no circumstances shall Simona Manca be held liable if all or a portion of the documents to be translated were to infringe on the rights of a third party or violate any applicable regulations. If this were to occur, the Client shall be held solely liable for any harm or financial consequences resulting from the Client's negligence.

Furthermore, the Client acknowledges that the translation is a new document, whose copyright is held jointly by the author of the original document and Simona Manca, unless otherwise agreed. As a result, for literary or artistic translation (but not only), and without harm to Simona Manca's rights to the work, Simona Manca reserves the right to require that her name be mentioned on any copies or publications of the translation, using the following statement:

Translated from (language) by Simona Manca, (year)

14. CANCELLATION

If work that is commissioned is subsequently cancelled after work has commenced, for whatever reason and notified in writing by the Client to Simona Manca, the Client shall pay Simona Manca the full contract sum for the work completed and half (50%) for the uncompleted work.

15. COMPLAINTS and DISPUTES

In the event of a complaint or dispute of any nature whatsoever, Simona Manca and the Client agree to attempt to settle the complaint or dispute amicably. All complaints and

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disputes that cannot be settled by Simona Manca and the Client shall be resolved in accordance with Scottish law.



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