



Terms and Conditions

of Medical Translation, a service provided by
Wagner Bits & Words e.U.

These Terms and Conditions apply to all current and future business relationships between Medical Translation and its clients. Any person or business entity assigning Medical Translation a job agrees to these terms and conditions. The terms apply even in those instances in which these general terms and conditions are not explicitly referred to when the job is assigned.

1. Products

Medical Translation is purely a service organisation providing translation and editing, available to clients all over the world. The work is done by independent professional translators. The translators must provide evidence of appropriate qualification (medical background, native speaker, published translations).

Medical Translation offers:

- A) TRANSLATIONS
- B) REVIEWS
- C) ORAL TRANSLATION (INTERPRETATION)

2. Translations

2.1. Obligations of the client

The client must inform the translator of any special form of delivery of the translation at the latest when the job is assigned (e.g. the translation needs to be provided on a diskette or CD-ROM, the number of copies, e-mail addresses of recipients, etc.). The client must also, in his own interest, state the purpose of the translation (i.e. who is it meant for? Doctors, nurses, lay-persons?).

Any information or documents necessary for the translation must be provided by the client at the latest when the job is assigned (glossaries, figures, illustrations, tables, abbreviations, etc.).

Errors resulting from the client's failure to provide such information (when such information is available) will be the client's responsibility.

2.2. Errors

A client who proves an objective and significant error in the translation is entitled to have the error(s) rectified by the translator. The client must make any such claims in writing, at the earliest possible, and must mention the error(s) as accurately as possible. The client must provide the translator with sufficient time to carry out the necessary corrections. Any claims for correction must be made within 2 weeks after receipt of the translation.

2.3 Terms of delivery

The period of delivery and deadlines will be decided upon when the job is issued. Such deadlines are final and binding. However, the translator is not liable for any delay arising from circumstances beyond his/her jurisdiction. If the deadline cannot be met for reasons relating to force majeure (i.e. beyond the translator's control) the translator has the right to withdraw from the contract or obtain an appropriate extended deadline from the client. Additional rights, in particular claims for damages, do not apply in such cases. Should the client decide to assign a different job than the original one during the period of contract, new delivery deadlines and rates will have to be agreed upon.

2.4. Work procedure

The work will be done in the premises of the supplier or the independent staff member of MTS who has been assigned the job. If necessary the work can be done at the client's premises. In this case the client will have to bear the translator's travel expenses. The amount depends on the distance between the translator's residence and the place of work. The hourly rate depends on the complexity of the work and will be agreed upon separately for every job.

3. Professional discretion

The translator will handle the information and documents provided by the client strictly confidentially. However, the translator may consult qualified persons to clarify technical terms (see item 4).

4. Person to be contacted in case of queries

The client must name at least one person in his organization who may be contacted by the translator if the latter has queries regarding the text. This person must be qualified to answer the questions. If the client fails to mention a person or if the named person cannot be contacted despite several attempts, Medical Translation may clarify the points in question externally (while ensuring professional discretion as far as possible), or may deliver the translation along with the unclear points. These points will be listed in a separate letter and sent to the client.

5. Form of delivery

5.1 Medical Translation is obliged to provide a correct translation of the given text. Errors or poor style in the original text are not the responsibility of Medical Translation. Medical Translation may, but need not, make the client aware of such errors. Failing express instructions from the client, technical terms will be translated into generally used, comprehensible language.

5.2. All translations (except very short texts which may be sent by fax if the client wishes) will be delivered in electronic form (via e-mail).

5.3. Incomprehensible or unclear points will be listed in a separate page (a separate Word file) and sent to the client. The latter will be requested to clarify these points and to correct the translation accordingly. If he/she needs assistance he may contact Medical Translation.

5.4. Medical Translation is not obliged to obtain the client's corrections and information and to carry out these corrections. However, Medical Translation can do such work at a reasonable charge (usually we invoice 36,- € per hour plus VAT for such work).

5.6. Changes in the original text made by the client, which necessitate a new translation will be invoiced separately.

5.7. If the client makes changes in the original text while the translation is in progress and if these changes necessitate a renewed translation of the text, the client will have to bear the cost of the additional work.

6. Deadline

The delivery date will be agreed upon either verbally or in writing when the job is assigned. If Medical Translation anticipates a delay in the delivery, the client will be informed of the same at the earliest possible and his/her consent will be obtained. Delays in delivery will have no consequences on the price.

7. Prices

7.1. The agreed upon price per line is the price for one translated line. A translated line consists of 55 strokes (including blank spaces). The total number of lines multiplied by the price per line is the net price for the translation.

7.2. When a job is assigned, a price per line will be agreed upon. At this time the number of translated lines in the final translation will be estimated and the client will be informed of this estimate. The price per line is binding for both parties; the total number of lines is an estimate.

7.3. The prices mentioned in the cost estimate do not include value added tax. The applicable VAT rates (20% within Austria) will be invoiced along with the net price.

8. Proprietary rights and Copyright

8.1. The client may use the translation for his own purposes only after rendering full payment for the translation to Medical Translation.

8.2. The translation will remain the property of the translator.

9. Reviews

9.1. Reviews are usually done according to the hourly rate mentioned in the price list. An especially well written paper may be charged less.

9.2. The previously mentioned items 2 to 5 regarding the work procedure, professional discretion, person to be contacted for queries, form of delivery, deadline, etc. are applicable for reviews as well.

10. Oral translation (interpreting)

10.1. The client must provide Medical Translation a written summary of the contents of the meeting (including terms that he thinks will be frequently used) at the latest five days before the start of the job.

10.2. The work will be carried out at the premises of the client. No travel expenses will be invoiced for any interpreting within the city of Vienna. Travel expenses will be invoiced for meetings conducted outside Vienna. The recommended rate of the Translator's Association of Vienna (Universitas) will be applied. The client is obliged to bear all costs of travel and accommodation as agreed upon at the job assignment. In principle, the client must bear the cost of travel, food and accommodation. Additionally, he will be invoiced the applicable rate (hourly rate, half-day, full day rate) for the language in question.

10.3. Items 2. to 5. concerning the work procedure, professional discretion, person to be contacted for queries, form of delivery, and deadlines etc. apply for interpreting as well.

11. Terms of payment

11.1. The provided services and incurred expenses will be invoiced immediately after the work is done. The invoice is payable within 14 days of issue with no deductions. Regular bank interest rates will be charged in case of delay in payment. For large and/or prolonged projects, an advance payment may be agreed upon at the start of the project.

11.2. Minimum charges: The minimum charge for a translation is 43,- € plus VAT.

11.3. The following payment modality applies to larger assignments:
40% of the estimated value of the job will be invoiced when the job is accepted by Medical Translation. This amount must be paid immediately by the client. The job will be considered officially assigned only after such payment has been received by Medical Translation.
40% of the estimated value of the job will be invoiced when approximately one half (or any other agreed upon part) of the job is delivered.
20% will be invoiced at the time of final delivery.

11.4. When making payments for jobs assigned from countries other than Austria the client must bear the full cost of bank transfer charges to Austria.

11.5. Translation/Review: A translation or review is considered to have been delivered when the text is sent to the client (usually via e-mail) along with the translator's comments or questions concerning any points that require clarification. Subsequent changes and corrections need not be executed within the agreed upon deadline and have no impact on the terms of payment.

12. Terms of cancellation

Previously assigned translation or interpreting jobs may only be cancelled in writing, for important reasons. In such cases all services provided until the time of cancellation must be fully paid for by the client. Non-consumed pre-payments or instalments paid by the client will not be reimbursed. If a job is cancelled prior to the start of delivery, 10% of the estimated value of the translation will be invoiced as an administrative fee.

13. Miscellaneous

13.1. The recommendations of the Translators' Association of Austria (Universitas) will apply for items not included in these terms and conditions.

13.2. Conditions differing from these business terms will be valid only if they are explicitly accepted by Medical Translation before accepting the job being assigned by the client.

13.3. The place of fulfilment and jurisdiction for all claims or disputes arising from the contractual relationship is Vienna. Austrian law will be applicable..