



Write for Business is committed to providing cost-effective, high-quality editing, translation and writing services efficiently and on time. In order to guarantee this level of quality and to protect the rights of both Write for Business and its customers, every assignment is covered by the following terms and conditions:

Clause 1 - Applicability of the terms and conditions

- 1.1 These terms and conditions apply to all Assignments agreed between Write for Business and the Customer. 'Write for Business' is Helen Clare Coulman-McCrone. Her home office being based at 256 Athens Drive, St Augustine, FL 32092, USA. 'The Customer' is any person or organization that asks Write for Business for information, a quote or a service.
- 1.2 'The Assignment' is the period during which Write for Business performs services for or on behalf of the Customer. Those services may include, but are not restricted to, translating, copyediting and copywriting.
- 1.3 Write for Business may sub-contract all or part of the Assignment to a third party.
- 1.4 Write for Business reserves the right to change these terms and conditions at any time and without notice.
- 1.5 Once the Assignment has been completed, Write for Business has the right to name the Customer and describe the Assignment on its website.

Clause 2 – Quotations, pricing and entering into an agreement

- 2.1 All quotations are without obligation. The Assignment begins when the Customer accepts verbally or in writing the quotation submitted by Write for Business or – if no quotation has been submitted – when Write for Business confirms acceptance of the Assignment.
- 2.2 The price for an Assignment is based on the Customer's specific needs. Therefore, Write for Business is not obliged to quote the standard fees of Write for Business, which may or may not be stated on its website.
- 2.3 Write for Business reserves the right to refuse any Assignment without explanation.
- 2.4 All quotations and fees stated exclude sales tax.
- 2.5 Write for Business considers the Customer to be the person who has commissioned the service, unless that person has clearly stated that he or she is acting on behalf of a third party and submits the name and address of that third party at the same time.

Clause 3 – Changes to the Assignment, confidentiality, dispatch and rescission

- 3.1 If the Customer makes any change other than minor changes to the original Assignment after the agreement has been made, Write for Business may adapt the lead time and/or cost estimate or reject the Assignment.
- 3.2 If the Assignment is withdrawn by the Customer, the Customer shall pay for that part of the Assignment that has already been carried out, including any related research.
- 3.3 Write for Business shall treat all information entrusted by the customer with the strictest confidence. Write for Business will not release any Customer information to third parties without the Customer's permission, unless to comply with applicable laws or legal processes. If requested, Write for Business will sign a non-disclosure agreement to assure the confidentiality of any documents handed over for the Assignment.
- 3.4 The dispatch of any documents shall be at the customer's risk and expense.
- 3.5 If the Customer fails to honor the agreement or becomes bankrupt or goes into receivership or liquidation, Write for Business shall be entitled to delay the execution of the Assignment or to rescind wholly or partly the agreement. Such action is not subject to any claim for damages.

Clause 4 - Lead time, delivery and performance

- 4.1 The agreed lead time is an estimated time, unless expressly stipulated otherwise. As soon as it is clear to Write for Business that the agreed delivery time is not feasible, the Customer will be informed immediately.
- 4.2 If Write for Business is responsible for the delay in delivery, the Customer may - if it is unreasonable to wait any longer – cancel the agreement unilaterally. In this event, Write for Business is not entitled to any compensation.
- 4.3 Delivery takes place when the finished document is delivered by hand or dispatched by normal postal service, courier, or modem.
- 4.4 Write for Business shall carry out the translation or writing service using reasonable skill and care. The finished text shall be fit for its stated purpose and target readership, and the level of quality specified.
- 4.5 Unless specified otherwise, translations are considered ‘for information’ quality only and therefore have no legal force.
- 4.6 Write for Business will correct mistakes or errors that it has clearly made. However, if corrections are based on the client’s preference of style and/or terminology or if, in the case of a translation, there is more than one way to interpret the meaning of a source text, Write for Business is not obliged to correct mistakes or errors free of charge, unless preferences of style and/or terminologies were communicated to Write for Business before the start of Assignment.

Clause 5 - Invoicing and payment

- 5.1 Write for Business will invoice the Customer after the Assignment has been completed, unless otherwise agreed. For large Assignments, part-invoicing arrangements will apply.
- 5.2 Payments are made by wire transfer to the bank account specified on the invoice.
- 5.3 The Customer shall pay the invoice within 14 days of the invoice date, in the currency of the invoice. If Write for Business does not receive payment within that period, the Customer is in default. In this event, the Customer is liable for statutory interest from the date of default to the moment of full payment.
- 5.4 In the event of legal collection, the Customer shall pay all additional and relevant expenses to Write for Business.

Clause 5 – Liability, indemnity and the legal system applicable

- 5.1 Write for Business discourages the Customer from using the results of its services as texts with a legal value without prior revision and, if necessary, editing by a qualified legal service.
- 5.2 Write for Business cannot be held responsible for errors or circumstances beyond its control, or for indirect damages of any kind. Any responsibility is limited to the correction of errors in the translated, written or edited texts. No liability is accepted for any consequential damages. The liability shall in every case be limited to a sum equal to the invoice value excluding sales tax of the Assignment.
- 5.3 The Customer is solely responsible for the use of the delivered texts and for abiding by all copyright laws in any or all countries of the world. Write for Business is not responsible for any infringements of copyright laws by the Customer.
- 5.4 The law of Florida State, USA, applies to all agreements between the Customer and Write for Business.
- 5.5 Upon litigation or arbitration, all parties agree that the prevailing party is entitled to recover its costs, including but not limited to attorney fees, reasonable expenses and travel costs.