

## **TERMS AND CONDITIONS**

### **1. SCOPE OF SERVICE**

The following Terms and Conditions apply to all services and business transactions between Dr. phil. Marianne Oforiokuma-Obi (hereinafter referred to as “Dr. Marianne Obi”) and the contracting party (hereinafter referred to as “the Client”).

### **2. SERVICES RENDERED**

2.1. The professional editorial services rendered by Dr. Marianne Obi include the following: conducting internet & market research, editing & proofreading of existing English copy, creating new English content, and the translation of texts from German into English.

2.2. Dr. Marianne Obi reserves the right to:

- accept assignments she feels she can carry out and deliver to the best of her knowledge, with the highest standards and on time
- decline working on any project of an unethical, illegal or offensive nature.

2.3. The Client shall only use the finished and delivered work for the purpose stated in the consultation meeting (Section 3). Dr. Marianne Obi assumes no liability should the Client use the text for any other purpose.

2.4. Dr. Marianne Obi has the right to co-operate with a sub-contractor she deems fit to work on the assignment. In this case, Dr. Marianne Obi remains the exclusive language service provider and the contractual partner of the Client.

2.5. For complete transparency concerning authorship and Dr. Marianne Obi's professional contribution, it is required that the Client acknowledges all finalised work which is published. The specific services shall be visibly indicated plus the name “Dr. phil. Marianne Oforiokuma-Obi.” Changes to the original text are not allowed, unless agreed upon. Likewise, Dr. Marianne Obi may use the Client's name in her promotional material.

### **3. PROCEDURE: CONSULTATION, QUOTATION & AGREEMENT**

3.1. A free and non-binding consultation (preliminary diagnostic process) will take place between the two parties (in person, on Skype or by phone). The discussion will include background topic, target audience, purpose, corporate identity, delivery time frame, urgency, quality of submitted copy, fees, plus all other necessary issues.

3.2. Based on the assessment, feedback & recommendation (either during or after the consultation), Dr. Marianne Obi will provide a quotation (also free of charge and non-binding), which requires confirmation by the Client.

3.3. Personal information: By taking up direct communication with Dr. Marianne Obi by telephone, email or via website contact form, the Client gives consent that the non-sensitive personal data provided (name, telephone number, email address, contact address) may be used for the following business transactions:

- to provide and operate services
- to process enquiries and make contact
- to deliver a personalised service-related proposal
- to draw up an individual agreement for an assignment
- to maintain contact during the work process
- to invoice all delivered services.

All the data received will be handled with the utmost discretion and confidentiality. It will be kept secure from loss, misuse, unauthorised access, modification or disclosure for seven years. However, no responsibility can be taken for unauthorised or unintended access that is beyond our control.

Third parties will have no access to supplied information (for sharing, viewing, buying, renting, advertising, social media or marketing purposes). Disclosure of personal information will only be released as permitted or required by law.

3.4. An agreement stating description of assignment, delivery date, fees etc. plus binding terms & conditions (and a separate confidentiality statement if required) will then be drawn up by Dr. Marianne Obi before proceeding with the work. This agreement can be withdrawn by either side within 48 hours before the date of effect.

3.5. Unless otherwise agreed upon and alternative options provided, the Client will send the source text plus any other material required for the assignment by electronic mail, registered/express mail or local/international courier. Confirmation of receipt will be given.

3.6. The Client is fully responsible for the technical and factual accuracy of any supplied text to be worked on.

3.7. The Client must be available by phone or email during the period of the assignment, in case queries arise.

#### **4. DELIVERY**

4.1. Dr. Marianne Obi will perform to the best quality standards and deliver the final assignment within the mutually agreed upon time frame. Should any delay in delivery occur, the Client will immediately be informed and alternative arrangements made (new delivery date, sub-contractor).

- 4.2. The Client must submit all necessary texts, reference materials & background documents at the start of the project so the deadline can be kept. Any delay in delivering such supporting material necessary for the assignment, will in turn cause a delay in its completion and call for a natural postponement of the deadline date. The Client holds responsibility for any inconveniences on their side.
  - 4.3. All supporting material provided by the Client shall remain with Dr. Marianne Obi till full payment has been made. It shall be kept safely and not disclosed to third parties. It shall be returned to the Client thereafter, unless otherwise agreed upon.
  - 4.4. The deadline is considered met as soon as the final work has been sent by electronic mail to the Client and confirmation of receipt is given.
  - 4.5. The Client shall bear the risk for loss, damage and costs for each postal or special courier delivery of the hard copy, including any original manuscripts, books, or other documents.
  - 4.6. All material needed to carry out an assignment not mentioned in the agreement, e.g. software, reports or catalogues shall remain the property of Dr. Marianne Obi once the assignment has been completed.
- 5. FORCE MAJEURE**
- 5.1. Force majeure shall mean all unavoidable and unforeseeable events, in particular, serious illness, technical problems, serious internet host/provider problems, civil war, labour conflicts.
  - 5.2. Both parties shall notify the other immediately if any circumstances beyond their control or such case of force majeure should come into effect. Both parties are entitled to withdraw from the agreement should such instance take place.
  - 5.3. Alternative solutions can be taken into consideration: Dr. Marianne Obi can immediately arrange a new date of delivery, or provide a qualified sub-contractor to finish working on the assignment. The Client shall compensate Dr. Marianne Obi for services provided up to such time.
- 6. COPYRIGHTS**
- 6.1. The Client guarantees that he holds all rights and entitlements to the original texts for editing/proofreading/translation. The Client must state the purpose for using copyrighted texts.
  - 6.2. The Client is obliged to indemnify Dr. Marianne Obi against any and all claims from third parties concerning copyrights, intellectual property rights or any other types of rights concerning the assigned text and copy.

- 6.3. Dr. Marianne Obi retains full copyright ownership of all written texts she has produced and worked on until full payment has been made for the assignment. The finished and delivered assignment cannot therefore be published or used by the Client or any third party until payment is completed. Upon full payment, Dr. Marianne Obi no longer holds copyright claims to the copy/translation/text.

## 7. **LIMITATION AND EXCLUSION OF LIABILITY**

- 7.1. Dr. Marianne Obi will only release work of the highest standard executed to the best of her knowledge.

The Client has the right to issue a complaint within 10 days from the recorded date of delivery. After this time, the assignment will be deemed as accepted by the Client, waiving any further correction claims.

- 7.2. The Client shall constructively and objectively provide a detailed description concerning non-negligible errors or deficiencies in writing. A reasonable time frame for the remedy of said deficiencies shall be mutually agreed upon. If the Client refuses to grant a reasonable period, Dr. Marianne Obi shall be discharged from assuming any responsibility for such deficiencies.

- 7.3. If the deficiencies are remedied by Dr. Marianne Obi within the reasonable period, the Client shall have no claim to reduction of the price.

- 7.4. If Dr. Marianne Obi allows the reasonable period to pass without remedying the deficiency, or should it not be to the Client's satisfaction, the Client can demand a reduction of the remuneration or rescind the original assignment, however, must pay for all already completed work (Section 10.4.).

Warranty claims shall not entitle the Client to withhold or offset agreed payments. Should the Client rescind the assignment, all rights to it then remain with Dr. Marianne Obi.

- 7.5. There is no right of rescission or price reduction for irrelevant or minor deficiencies. Stylistic improvements and corrections of specific in-house terminologies in specific branches shall not be recognised as deficiencies in the translation or text.

Dr. Marianne Obi holds no responsibility for deficiencies of abbreviations which were not explained by the Client during the consultation or deficiencies due to illegible or incomprehensible text or copy. The Client is advised to provide the proper names and designations in Latin capital letters on a separate sheet of paper. Dr. Marianne Obi assumes no responsibility for the correct reproduction of names or other information which are not in Latin letters. The Client is responsible for the correct conversion of figures, measurements, currencies and the like.

- 7.6. Dr. Marianne Obi shall be liable to the Client for any valuable manuscripts, original documents and the like provided by the Client and shall act as a custodian for the required period needed for the assignment. Section 4.3. shall apply for the return of the documents. There is no obligation to take out insurance coverage for same. Dr. Marianne Obi does not hold liability for data which fall into the hands of third parties unlawfully through postal or electronic ways, or which show deficits or impairment after transmission (virus, damage of documents & files, breach of secrecy). Electronic or postal transmission is at the Client's own risk.

## 8. CLAIMS

- 8.1. All compensation claims towards Dr. Marianne Obi or an appointed sub-contractor are excluded, except if damages are based on gross intent or culpable negligence. Alleged claims for failure of performance, loss of profits, consequential damage or deficiencies are excluded.
- 8.2. The maximum amount of pecuniary damage Dr. Marianne Obi shall be liable for is a maximum of EUR 1,000.00 per claim unless provided for otherwise by the law.

## 9. FEES

- 9.1. The rates for all services provided by Dr. Marianne Obi will be itemised in a separate fee policy and made available to the Client during consultation. An individualised estimation for the respective assignment will be made in writing as a non-binding follow-up proposal.
- 9.2. If a miscalculation should occur, and costs exceed over the originally agreed quotation, the Client will be informed immediately or as agreed upon. These extra rates shall be accepted by the Client after detailed explanation; the original agreement may be adjusted accordingly.
- 9.3. Alterations and additional assignments at agreed prices can be annexed to the original agreement accordingly.
- 9.4. Final rates for writing, editing & proofreading depend on various parameters identified and laid out for the assignment, including, but not limited to:
- subject matter and volume
  - quality, complexity, length of the source text
  - scope & amount of research required
  - type of editing
  - time needed for conceptualisation of idea
  - project deadline.

Minimum rate/Unit calculation:	one hour
Hard copy, PDF, handwritten documents:	+ 25% surcharge
Express delivery 24-72 hours:	+ 50% surcharge
< 24-hour service:	+ 75% surcharge

< 24-hour service (Fri. to Mon.): + 100% surcharge

9.5. Final German into English translation rates also depend on various parameters, including the quality and subject of the German source text.

Unit calculation: per line  
Total # of lines (DIN A4 standard): total number of characters in text including empty spaces, divided by 55  
Handwritten documents: + 25% surcharge  
Express delivery 24-72 hours: + 50% surcharge  
Express delivery < 24 hours: + 75% surcharge  
< 24-hour service (Fri. to Mon.): + 100% surcharge

9.6. Volume discounts and project packages are available upon agreement. These terms shall be arranged before the assignment starts.

9.7. The amount of 20% VAT will not be charged to any assignment until further notice.

## 10. PAYMENT

10.1. Payment in cash or in the form of a EURO bank transfer should be made by the Client immediately upon receipt of the invoice. All bank charges, tariffs and intermediary handling fees will be borne by the Client.

10.2. Late payment (exceeding 10 days from date of receipt of invoice) will result in the issuance of the first reminder charged at EUR 20. A second reminder (10 days later) will result in an additional fee of 20% of the original invoice amount, unless otherwise arranged beforehand.

10.3. For some assignments (e.g. lengthy projects lasting several weeks or months, or large projects), Dr. Marianne Obi reserves the right to request a payment plan to be drawn up with a down-payment of 30% plus periodic partial payments during the work process. If the Client fails to make payments accordingly, Dr. Marianne Obi reserves the right to stop working on the assignment till payment has been continued. The Client can make no legal claims.

10.4. Should the Client rescind from the original agreement (for whatever reason) during the period of assignment, all work already undertaken and completed by Dr. Marianne Obi up to that date must be paid for in full.

## 11. DISCRETION AND CONFIDENTIALITY

Both Dr. Marianne Obi and any sub-contractor working on her behalf, undertake to observe the strictest confidentiality concerning the nature and content of the copy, texts or translations.

**12. FINAL CLAUSES**

- 12.1. Dr. Marianne Obi reserves the right to alter, amend or expand the Terms and Conditions as seen fit.
- 12.2. Any changes and/or additions to these Terms & Conditions and any other agreements between the Client and Dr. Marianne Obi shall be made in written form.

**13. SEVERABILITY CLAUSE**

- 13.1. Should one or several provisions contained in these Terms & Conditions be or become invalid, this shall not affect the validity of the remaining provisions.
- 13.2. Both parties shall replace the invalid provision by a valid provision coming closest to the economic result and/or the intended purpose of the invalid provision.

**14. PLACE OF JURISDICTION**

These Terms & Conditions shall exclusively be governed by Austrian law. The place of jurisdiction is Vienna, Austria.

Last update: 01.01.2021