



Terms and conditions for translations and interpreting

Article I. Establishment of a contractual relationship

- 1.1 These Terms and Conditions of the Contractor (hereinafter referred to as the “T&C”) form an integral part of (i) the individual agreement for translation and/or interpreting services entered into on the basis of the Client’s order confirmed by the Contractor, or (ii) the framework agreement for translation and/or interpreting services entered into between the Client and the Contractor where the Client does not have the status of a consumer, as this term is defined in the Civil Code.
- 1.2 An individual agreement between a Client that has a framework agreement for translation and/or interpreting services with the Contractor is based on a written order confirmed in writing by the Contractor.
- 1.3 If there is no framework agreement between the Client and the Contractor, a contractual relationship shall be established based on the Client’s written order, with written confirmation of the order by the Contractor. In such case, the Contractor’s Terms and Conditions contained on the Contractor’s website shall apply.
- 1.4 Written form also includes email, sending electronic order forms to be found on the Contractor’s website or in the form of specialised electronic access for the Client.

Article II Subject of performance

- 2.1 The subject of performance are services related to the Contractor’s subject of business, in particular preparing translations and/or providing interpreting services (hereinafter referred to as the “contract”) according to the requirements specified in the confirmed order. The subject of performance may also include other services contained in the confirmed order.

Article III. Translations

- 3.1 General arrangements
 - 3.1.1 Based on a confirmed order, the Contractor shall prepare the agreed contract (translation) as arranged, in the specified language and in the specified time, hand it over in the agreed manner and meet other conditions included in the framework agreement and/or the confirmed order.
 - 3.1.2 By sending an order to the Contractor, the Client agrees to take delivery of the completed contract and to pay the Contractor the final price of the contract according to Article V. (5.1).

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- 3.1.3 The Client shall be required to give a phone contact and email address in the order and to confirm that the contractual relationship between it and the Contractor is governed by these T&C.
- 3.2 Deadline for handing over the contract
- 3.2.1 The Client shall be required to take delivery of the completed contract within the time and in the manner stated in the order.
- 3.2.2 Upon delivery, the Client or an authorised employee of the Client shall immediately confirm in writing the receipt of the completed contract and that it has been received properly and on time.
- 3.2.3 If the Client fails to fulfil its obligation specified in paragraphs 3.2.1 and 3.2.2 of this article, it shall be assumed that the Client received the contract properly and on time.
- 3.2.4 A contract is not delivered late if the Contractor delivers the contract to the Client repeatedly and proves that it has already handed it over or sent it to the Client, or tried to do so, and delivery did not take place due to a reason on the part of the Client.
- 3.2.5 If, for serious reasons, it is not possible to deliver the completed contract in the requested manner, the Contractor may choose an alternative delivery method at the Client's expense. The Client shall be notified in advance.
- 3.2.6 If the Client refuses to take delivery of an agreed and completed contract without a serious mutually recognised reason, this contract shall be deemed to have been fulfilled and the Contractor shall have the right to issue an invoice and the Client shall be required to pay this invoice.
- 3.3 Rights and obligations
- 3.3.1 The Client shall be required to notify the Contractor of the purpose for which the contract will be used.
- 3.3.2 If the Contractor is not informed of this purpose, facts resulting from the fact that the Client was not informed of the purpose of the contract shall not be deemed a defect of the contract. If the contract will be used for printing, the order must explicitly state that it is a contract for the translation of text with pre-press proofreading.
- 3.3.3 If the text that is the subject of the contract contains technical or other special terms, abbreviations, etc., for which the Client requires a translation in accordance with the terminology that it uses, the Client shall be required to give the Contractor a list of terminology used in the relevant language or provide it with other helpful materials or, in the order, give the name of a

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person who can be consulted on technical terminology. If it does not do so, the use of different terminology other than the terminology used by the Client shall not be deemed a defect of the contract.

- 3.3.4 The Client shall inform the Contractor of any circumstances that have a decisive influence on the fulfilment of its obligation to pay for the contract, in particular about the commencement of insolvency proceedings in respect of the Client or if it has gone into liquidation. If circumstances arise that affect the fulfilment of the Client's obligation to pay for the contract, the Contractor shall have the right to suspend work on the contract and summon the Client to pay the estimated price of the contract.

The Contractor shall be entitled to suspend the contract until its estimated price has been paid, while the contract completion date shall be postponed according to the Contractor's current capacity. All the Contractor's claims against the Client shall be deemed due on the day insolvency proceedings are commenced.

- 3.3.5 The Contractor shall not be liable for any consequences due to a breach of copyright by the text that is the subject of the contract.

- 3.3.6 The Contractor shall keep the content of all negotiations and documents associated with the subject of performance secret and shall also consider all materials submitted to it by the Client to be strictly confidential.

Article IV. Interpreting

4.1 General arrangements

- 4.1.1 Based on a confirmed order, the Contractor shall provide the agreed contract (interpreting) through an interpreter as arranged, in the specified language, at the agreed time and place. The Client shall be required to state the expected duration of the interpreting in the order.

- 4.1.2 By sending an order to the Contractor, the Client agrees to pay the Contractor the final price of the interpreting according to Article V (5.1).

- 4.1.3 The Client shall be required to give a phone contact and email address in the order and to confirm that the contractual relationship between it and the Contractor is governed by these T&C

4.2 Interpreting time

- 4.2.1 The Client shall be required to accept the interpreting at the time and in the manner specified in the order.

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- 4.2.2 The Client or its authorised person shall be required to immediately confirm that the interpreting took place properly and on time.
- 4.2.3 If the Client refuses to accept or confirm properly agreed interpreting without a serious mutually recognised reason, it shall be deemed to have been fulfilled and the Contractor shall have the right to issue an invoice and the Client shall be required to pay this invoice.
- 4.3 Rights and obligations
- 4.3.1 The Client shall be required to notify the Contractor of the purpose for which the interpreting will be carried out and whether it will be recorded and, if so, how.
- 4.3.2 If the Contractor is not informed of this purpose, facts resulting from the fact that the Client was not informed of the purpose of the contract shall not be deemed a defect of the contract.
- 4.3.3 No later than 3 working days prior to the interpreting the Client shall send the Contractor source materials (for example, a programme, minutes from the previous meeting, papers or other written texts). If it does not do so, the Client's comments on terminology shall not be deemed a defect of the contract.
- 4.3.4 The Client shall inform the Contractor of any circumstances that have a decisive influence on the fulfilment of its obligation to pay for the contract, in particular about the commencement of insolvency proceedings in respect of the Client or if it has gone into liquidation. If circumstances arise that affect the fulfilment of the Client's obligation to pay for the contract, the Contractor shall have the right to suspend work on the contract and summon the Client to pay the estimated price of the contract. The Contractor shall be entitled to suspend the contract until its estimated price has been paid, while the contract completion date shall be postponed according to the Contractor's current capacity. All the Contractor's claims against the Client shall be deemed due on the day insolvency proceedings are commenced.
- 4.3.5 The Contractor shall not be liable for any consequences due to a breach of copyright by the speech that is the subject of the contract.
- 4.3.6 The Contractor shall keep the content of all negotiations and documents associated with the subject of performance secret and shall also consider all materials submitted to it by the Client to be strictly confidential.

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- 4.3.7 The Client may not ask for other activities beyond the scope of the order (for example, a written translation, minutes of the meeting or guide and organisational services).
- 4.3.8 The Client shall be required to provide conditions corresponding to the type of interpreting, including technical support, unless it orders this from the Contractor.
- 4.3.9 The Contractor shall have the right to a remuneration for the entire period of the interpreting even if the Client does not fully use the agreed period of the contract.
- 4.3.10 If the ordered interpreting service and/or associated services are cancelled two to three days in advance, a fee equal to 50 % of the ordered services shall be charged. If the ordered services are cancelled 24 hours in advance or on the day of the event, a fee equal to 100 % of the ordered services and all the Contractor's demonstrably incurred costs shall be charged.
- 4.4 Transport, accommodation and catering
- 4.4.1 The Client shall be required to provide transport for the interpreter from an agreed place to the place of the contract and back, by an appropriate means of transport in view of the distance. The Contractor shall be entitled to request that the appropriate means of transport be approved in the agreement for the relevant contract (that it be specified in the order and subsequently approved by the Contractor when confirming the order)
- 4.4.2 If the interpreter uses his/her own transport, the Client shall be required to pay the travel costs actually incurred by the interpreter, in full, to the Contractor.
- 4.4.3 In the case of interpreting outside the interpreter's hometown longer than one interpreting day, the Client shall provide accommodation for the interpreter in a single room with facilities.
- 4.4.4 The Client shall provide the interpreter with a break of at least half an hour for food and rest, no later than after four and half hours of interpreting.
- 4.4.5 An interpreting day means 8 hours, including breaks.
- 4.4.6 The Contractor shall be entitled to 100 % compensation for time missed by the interpreter in connection with providing interpreting. Missed time means time between the start of the interpreting and its end when the interpreter was not interpreting for a reason on the part of the Client and at the same time it was not a break according to paragraph 4.4.4 of this article.

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Article V. Contract price

- 5.1 The basis for the price calculation of the contract is the valid price list of the Contractor's services and the method of calculating the price contained in this price list.
- 5.2 The preliminary price of the contract is based on an estimate of the number of standard pages or an estimate of the length of the interpreting; the final price calculation is governed by the actual number of standard pages (in the target language) or the actual length of the interpreting.
- 5.2 All prices given in the price list of services are in CZK and without VAT.
- 5.4 The number of standard pages is calculated according to the formula "number of characters (including spaces) of translated text / 1,800 keystrokes", rounded up.
- 5.5 If an individual price list is agreed in the framework agreement, it shall take precedence over the general price list and shall be valid until a new price list is agreed between the parties.
- 5.6 The Contractor may provide the Client with an individual discount or other benefit. All discounts or benefits that are provided must be agreed in writing between the Client and the Contractor before the Contractor starts to fulfil the contract.

Article VI. Terms of payment

- 6.1 The Contractor may issue a tax document (invoice) as soon as the contract is carried out/completed according to the order.
- 6.2 The basis for payment of the contract price is a tax document issued by the Contractor which is due on the date stated on the document. The Client shall ensure that all invoices are paid no later than on the due date.
- 6.3 In the event of a delay in payment, the Client shall pay the Contractor a contractual penalty equal to 0.05 % of the amount owed for each day of the delay. The Contractor's right to a contractual penalty does not require a summons for its payment. This provision on a contractual penalty does not affect the Contractor's right to compensation in full.
- 6.4 In the case of late payment, the Client's payment shall first be credited to the contractual penalty and the statutory interest on arrears and then the remaining amount to the actual debt.
- 6.5 In the case of larger contracts or for other significant reasons, the Contractor shall be entitled to issue the Client an advance invoice before the start of the performance of the contract or during its performance, payable within the period stated on the invoice. In the event of a delay in payment of the advance invoice, the Contractor

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shall have the right to suspend or not commence performance of the contract, until the advance invoice is paid in full. In such case, the contract completion date shall be postponed according to the Contractor's current capacity.

Article VII. Complaints, time limits for filing them and dispute resolution

7.1 Complaints

- 7.1.1 In the case of translations, a completed contract has defects if it has not been completed with the appropriate grammatic, stylistic or semantic quality.
- 7.1.2 In the case of translations, a completed contract also has defects if it has not been produced in accordance with the agreement or the confirmed order.
- 7.1.3 In the case of interpreting, a contract has defects if the interpreting has not been done in accordance with the agreement or the confirmed order.
- 7.1.4 In other cases, it shall be assumed that the contract has been properly completed.
- 7.1.5 Complaints shall be made in writing and in a complaint it shall be necessary to state the reason for it, describe the nature of the defects, or underline or otherwise indicate the defects in the document (if it is a translation) or prove them with a recording (if it concerns interpreting) if a recording was made.
- 7.1.6 If the Contractor acknowledges the Client's complaint as being justified, it shall, at its sole discretion (in the case of a translation), arrange proofreading at its own cost and within a reasonable period or provide the Client with a discount on the contract price. The amount of the discount shall be governed primarily by the agreement between the parties. If the parties do not agree, the discount shall be governed by the expert opinion of an independent expert chosen by agreement between the parties from the list of sworn translators and interpreters kept by the competent court.
- 7.1.7 The cost of the expert opinion by the independent expert according to paragraph 7.1.6 of this article shall be paid by the Contractor and the Client in the form of a deposit with each of them paying 50 % of the relevant costs. The final billing of costs to the individual parties shall be done according to the results of the assessment of the justification for the complaint contained in the expert's decision in the complaint proceedings.
- 7.1.8 The Contractor shall be liable for any damages caused by defects in a completed contract up to the amount of the contract price.
- 7.1.9 The Contractor has an insurance contract for Business Liability Insurance with Česká pojišťovna a.s.

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- 7.2 Time limit for filing complaints
- 7.2.1 Claims arising from liability for defects ceases if they are filed late.
- 7.2.2 The Client shall be required to file claims for defects in a contract with the Contractor without undue delay after it discovers them, but no later than 21 days after taking delivery of the completed contract or interpreting.
- 7.3 Dispute resolution
- 7.3.1 If a dispute arises between the parties concerning the justification of claims made in time by the Client for liability for defects according to Article VII. (7.1.1.) or (7.1.2) or (7.1.3), the parties agree to resolve the dispute firstly out of court, in the form of an expert opinion.
- 7.3.2 If a dispute is not resolved out of court, it shall be settled and finally decided by the competent court.

Article VIII. Withdrawal from the agreement, cancelling a contract and compensation for damages

- 8.1 The Contractor has the right to withdraw from the agreement in writing if, after entering into the contractual relationship, there are irremovable obstacles on its part preventing it from fulfilling the contract.
- 8.2 The Client shall be entitled to cancel a contract by paying a cancellation fee. The amount of these fees is specified in the Contractor's price list of services.
- 8.3 For the avoidance of doubt, the Contractor shall not be liable to the Client for damages incurred as a result of a withdrawal from the agreement in accordance with paragraph 8.1 of this article.
- 8.4 The Contractor's obligation to compensate for harm is restricted to the amount corresponding to the contract price, excluding VAT, in connection with which the harm arose. The restriction according to the previous sentence does not apply to the Client's right to compensation for harm caused by the Contractor in cases specified in Section 2898 of the Civil Code.
- 8.5 If the text is used for printing or for further distribution, the Client shall be required to notify the Contractor of this fact. Unless the Client has explicitly ordered the translation of texts intended for printing or for further distribution, it shall not be entitled to compensation for damages due to printing errors in the translated text.

Article IX. Special provisions

- 9.1 The Client shall not contact the translator or interpreter without the Contractor's express, prior written approval.

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Channel Crossings s.r.o.
Meteor Centre Office Park, budova C
Thámová 32, 186 00 Praha 8 - Karlín

IČO: 27129390
DIČ: CZ27129390
Tel.: +420 210 215 300

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u Městského soudu v Praze
www.chc.cz



- 9.2 If contact is made between the Client and the translator or interpreter with the consent of the Contractor, the Client agrees to not discuss matters concerning the terms and conditions of the completed contract.
- 9.3 Furthermore, the Client agrees to inform the Contractor of any new arrangement with the translator or interpreter.
- 9.4 In the event of a breach of the obligations specified in paragraphs 9.1 and/or 9.2 and/or 9.3, the Client shall, on the Contractor's summons, be required to pay the Contractor a contractual penalty of CZK 50,000 for each individual breach, including if the contract is not duly completed, without limiting the Contractor's right to compensation for damages caused by such breach.

Article X. Confidentiality of contract

- 10.1 The Contractor may process the Client's personal data if, in the particular case, there is a legal basis for processing them – if an agreement is concluded between the Contractor and the Client, the Contractor has a legitimate interest, or it is with the Client's consent.
- 10.2 The parties consider all information about the other party that arises from the concluded agreement or which they learn in connection with its wording to be a trade secret (pursuant to Section 504 of Act No. 89/2012 Coll., the Civil Code). They shall not disclose this information to a third party without the other party's prior written consent and shall ensure in an effective manner that it is not misused. The confidentiality obligation shall remain in force for three years after the date of expiry or termination of the agreement.
- 10.3 No information that was already publicly known or publicly available prior to its disclosure nor information that needs to be disclosed to a third party on the basis of a legal regulation or decision of the relevant court or other authorised public authority shall be considered a trade secret.

Article XI. Final provisions

- 11.1 Unless these Terms and Conditions state otherwise, the legal relations between the parties shall be governed by the relevant provisions of Act No. 89/2012 Coll.
- 11.2 These Terms and Conditions shall become binding on the parties upon signing the relevant agreement or order.
- 11.3 Within the meaning of Section 1751 of Act No. 89/2012 Coll., the Civil Code, these Terms and Conditions are considered the general terms and conditions of Channel Crossings s.r.o., Meteor Centre Office Park, budova C, Thámova 681/32, 186 00,

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Thámova 32, 186 00 Praha 8 - Karlín

IČO: 27129390
DIČ: CZ27129390
Tel.: +420 210 215 300

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u Městského soudu v Praze
www.chc.cz



Prague 8, Company ID No.: 27129390, a company entered in the commercial register maintained by Prague City Court, section C, entry no. 98475, and are valid from 1 January 2020.

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Thámová 32, 186 00 Praha 8 - Karlín

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DIČ: CZ27129390
Tel.: +420 210 215 300

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