

General Terms and Conditions of BigLetter Übersetzungen

Article 1 Preamble

These General Terms and Conditions of BigLetter Übersetzungen, hereinafter referred to as the GTCs, define the conditions under which BigLetter Übersetzungen, hereinafter referred to as the Contractor, provides services to business entities or natural persons, hereinafter referred to as the Customer. This document is applicable to any order, agreement or other form of cooperation concluded between the Contractor and the Customer, unless the parties have concluded a separate agreement regulating the terms of cooperation.

Article 2 Scope of services

1. The subject matter of the services provided by the Contractor is preparing written translation, sworn translations, interpreting - consecutive, sworn and simultaneous, as well as the provision of additional services, such as proofreading and reviewing texts, providing equipment for the performance of interpreting, including simultaneous, preparation of the graphic layout of documents and DTP.
2. The scope of services and specific terms and conditions for the performance of a given order are specified each time on the order confirmation prepared by the Contractor. The terms and conditions in a given order confirmation are confirmed each time by both the Contractor and the Customer.

Article 3 Submitting orders and service delivery

1. Before the Customer submits the order, the parties agree on the scope, price of the service, method of delivery of the performed service and other information necessary regarding it.
2. The order is deemed accepted for performance when the Contractor receives from the Customer confirmation of the agreed terms of the order and all source materials enabling its performance.
3. The Customer may deliver the accepted order to the Contractor in person, via e-mail or by post.
4. The deadlines specified in the order shall apply if the Customer provides the Contractor with a confirmation of the order on the same working day, between 9:00 AM and 3:00 PM.
5. In the event that the Customer fails to provide the order confirmation within the time agreed between the Parties, the Contractor is entitled to set a new deadline for the performance of the order.
6. The Contractor undertakes to provide services with the utmost care.
7. The order shall be deemed completed when the Contractor delivers the ordered service on the agreed date and in the agreed manner (via e-mail, by post, courier service or in person at the Customer's or the Contractor's, as previously agreed).
8. The date of translation shall be the date indicated in the order and confirmed by both the Contractor and the Customer. The Contractor shall be obliged to complete and deliver the translation before the deadline specified in the order, unless the parties agreed otherwise.
9. Proof of delivery of the completed order to the Customer shall be:
 - a. confirmation of receipt submitted by the Customer
 - b. document of dispatch (by post or courier)
 - c. sending of the order file via e-mail

10. The Customer acknowledges and accepts that the completed translation is not ready for publication and that the preparation of the text for such publication requires additional written arrangements with the Contractor.
11. In the event of entrusting documents or materials for translation that must be sent back together with the translation, the Customer shall inform the Contractor of such fact and then confirm their receipt when collecting the translation by making a statement of receipt on the order confirmation.
12. Upon completion of the order, the Contractor shall issue an invoice or receipt, and the Customer shall be obliged to pay the agreed price in a timely manner.
13. The price of the service shall be based on the Contractor's current price list, settlement shall be based on the target text. Establishing a price different from the price list requires a prior agreement between the parties, made in writing (in person, by post or via e-mail).

Article 4 Deadlines for reporting defects, complaints

1. The Customer shall notify the Contractor of any defects in the received order within 14 calendar days from the date of execution of the order.
2. After the expiry of the time limit referred to in article 4(1) herein, all rights of the Customer resulting from improper execution of the order shall expire.
3. Any objections to the performance of the service must be submitted in writing as soon as the defects are discovered, but no later than within the period referred to in article 4(1). These can be delivered to the Contractor in person, by post or via e-mail.
4. In the event of a justified complaint, the Contractor shall be obliged to rectify the defects as soon as possible. The parties can also decide not to rectify the defects by the Contractor. In such a case, the Customer may be entitled to a discount of up to 25% of the amount paid equivalent to the part of the service to which the complaint relates.
5. In case of failure to meet the deadline for execution and deliver the order, the Contractor shall reduce the amount for the performance of such service by 1% for each day of delay in the delivery of the translation, however, the amount shall not exceed 30% of the order value.
6. The Contractor undertakes to examine the received objections as soon as possible and to present the findings of the complaint to the Customer.
7. Subject to mandatory consumer legislation, the Contractor shall only be liable for the execution of a given order up to the amount of the net remuneration (excluding VAT) payable to the Contractor for its execution.
8. The Customer who orders services in a mode different than standard acknowledges and accepts that there may be discrepancies in the terminology retained in the translation due to the execution of the service with several subcontractors.

Article 5 Confidentiality

1. The Contractor undertakes to keep confidential all materials entrusted to it by the Customer.
2. The materials may only be provided to the Contractor's direct collaborators, i.e. translators, proofreaders and consultants working on a given order, to the extent necessary for the proper execution of the service.

Article 6 **Withdrawal from the execution of the order**

1. The Customer shall have the right to withdraw from the execution of the order upon payment to the Contractor the following amounts:
 - 1.1. In the event that the order included the execution of interpreting, and the withdrawal has occurred:
 - 1.1.1. 3 working days before the date of interpreting - 25% of the remuneration agreed for the execution of such order.
 - 1.1.2. 2 working days before the date of interpreting - 50% of the remuneration agreed for the execution of such order.
 - 1.1.3. 1 working day before the date of interpreting - 100% of the remuneration agreed for the execution of such order and reimbursement of the costs related to the execution of the order, in particular the costs of room and equipment rental.
 - 1.2. If the order included the execution of written translations - the Customer shall pay the Contractor the amount due for that part of the order which has been executed until the order was withdrawn. In such a case, the Contractor shall deliver the order to the Customer at the current stage of execution and issue an invoice for the work actually performed.
2. The Contractor shall be entitled to refuse to accept the order for execution on the date of the Customer's correct request.

Article 7 **Personal data protection**

1. The controller of personal data within the meaning of Article 4(7) of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation - hereinafter referred to as "GDPR"), provided to BIGLETTER ÜBERSETZUNGEN e.U. for the purpose of entering into and executing a cooperation agreement for translation services, is Jarosław Kościński, conducting business activity under the name BIGLETTER ÜBERSETZUNGEN e.U. with its registered office: Gertrude-Fröhlich-Sandner Straße 2-4, 1100 Vienna, Austria, (hereinafter referred to as the "Controller").
2. The Controller can be contacted via e-mail address office@bigletter.at , telephone: +43 6767800857 or in writing to the registered office address indicated above.
3. The legal basis for the Controller's processing of the Customer's personal data - which is an individual, as well as the Customer's agents, representatives, employees and associates - is:
 - 3.1. taking steps to conclude and perform a cooperation agreement for translation services in accordance with Article 6(1)(b) of the GDPR - for the duration of the agreement.
 - 3.2. complying with legal obligations in accordance with Article 6(1)(c) of the GDPR related to, among others, tax and accounting regulations - for 5 years from the end of the year in which the event occurred.
 - 3.3. the Controller's legitimate interest in accordance with Article 6(1)(f) of the GDPR related to the performance of the cooperation agreement in the field of translation services, its service and possible assertion or repudiation of claims arising from it - for 3 years from the termination of the cooperation agreement in the field of translation services.

4. Personal data of the Customer - being a natural person, as well as proxies, representatives, employees and associates of the Customer may be provided to entities processing personal data on behalf of and by order of the Controller, including, among others, subcontractors operating IT systems used for the purposes of the execution of a cooperation agreement for translation services, providing accounting, postal, archiving and legal services, whereby such entities process data on the basis of a personal data processing entrustment agreement concluded with the Controller. The data may also be made available when such an obligation results from the provisions of the applicable law, e.g. to the National Revenue Administration, bailiffs, other state authorities.
5. Every data subject has the right to:
 - 5.1. access – to obtain confirmation from the Controller as to whether its personal data are being processed. If data about the person are processed, it is entitled to access them and to obtain the following information: the purposes of the processing, the categories of personal data, information about the recipients or categories of recipients to whom the data have been or will be disclosed, the period of storage of the data or the criteria for establishing it, the data subject's right to request rectification, erasure or restriction of the processing of personal data and to object to such processing (Article 15 of the GDPR);
 - 5.2. copy – to obtain a copy of the data being processed, whereby the first copy shall be free of charge and for subsequent copies the controller may charge a reasonable fee based on administrative costs (Article 15(3) of the GDPR);
 - 5.3. rectify – to request the rectification of its personal data that is inaccurate or the completeness of incomplete data (Article 16 of the GDPR);
 - 5.4. erasure – to request the erasure of its personal data if the Controller no longer has a legal basis for processing it or the data are no longer necessary for the purposes of the processing (Article 17 of the GDPR);
 - 5.5. restrict processing - request the restriction of the processing of personal data (Article 18 of the GDPR) when:
 - 5.5.1. the data subject questions the accuracy of the personal data – for a period of time allowing the Controller to verify the accuracy of the personal data,
 - 5.5.2. the processing is unlawful and the data subject objects to the erasure of the data by requesting the restriction of its use,
 - 5.5.3. the Controller no longer requires the data, but the data are needed by the data subject to establish, assert or defend claims,
 - 5.5.4. the data subject has objected to the processing - until it is established if the legitimate grounds on the part of the controller override the grounds of the data subject's objection.
 - 5.6. data movement – to receive in a structured, commonly used, machine-readable format the personal data concerning it which it has provided to the Controller, and to request that such data be sent to another controller if the data is processed under an agreement (Article 20 of the GDPR);
 - 5.7. object – to object to the processing of its personal data for the legitimate purposes of the Controller, on grounds relating to its particular situation. The Controller then evaluates the existence of valid legitimate grounds for the processing, overriding the interests, rights and freedoms of the data subject, or grounds for establishing, asserting or defending claims. If, according to the assessment, the interests of the data subject outweigh the interests of the Controller, the Controller will be obliged to cease processing for such purposes (Article 21 of the GDPR);
6. In order to exercise the rights listed in Articles 7(5.1.)-7(5.7) above, the data subject should contact, using the contact details provided, the Controller and inform it of which right and to what extent it wishes to exercise it.
7. Any person also has the right to lodge a complaint with the President of the Personal Data Protection Office.
8. Personal data will not be subject to profiling and will not be used for automated decision-making.

9. The parties undertake to inform their agents, representatives, employees and collaborators, no later than one month after the obtaining of the personal data or at the first communication with the data subject, of the necessity to transfer their data for the execution of the cooperation agreement on translation services, including the purpose and scope of such transfer.
10. Each Party undertakes to protect personal data by means of appropriate technical and organisational measures required by the applicable legal provisions on the protection of personal data and bears any liability for damage caused in relation to the processing of personal data.

Article 8 Final provisions

1. In matters not covered by these General Terms and Conditions generally applicable provisions of law shall apply.
2. These Terms and Conditions do not constitute an offer within the meaning of the Civil Code.
3. The provisions of these General Terms and Conditions are binding for both parties, unless the parties have made other arrangements by means of a permanent cooperation agreement or by means of an agreement concerning the execution of a specific order.
4. The Contractor reserves the right to amend the General Terms and Conditions. The Ordering Parties shall be informed of any amendments to the General Terms and Conditions in writing to the applicable correspondence address or via e-mail to the e-mail address previously indicated.
5. These General Terms and Conditions are effective as of 01.09.2024.

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