

General Terms and Conditions

§ 1 General conditions

The subsequent General Terms and Conditions shall apply to all legal transactions between the Sprachzentrum Wykydal, represented by the owner Mag. Elisabeth Wykydal, (hereinafter called “the contractor”) and her customers (hereinafter called “the ordering party”).

For reasons of simplicity and an easy readability of the General Terms and Conditions, gendering will be waived. By subsequently using the denomination “the ordering party”, both the male and female ordering party or person is addressed.

§ 2 Offering process in case of translation, proofreading and editing services

Based on the inquiry of a potential ordering party – including a representative excerpt from the complete text and the indication of the requested delivery date as well as eventual other conditions - the contractor will issue a non-binding, written offer by E-mail or letter.

Offers are non-binding as far as prices, scope, delivery time, and delivery options are concerned.

§ 3 Ordering process in case of translation, proofreading and editing services

§ 3.1 Order placement and contracting rules

Order placement shall be made:

by the ordering party by facilitating

- a written order by E-mail or by letter
- the requested delivery date
- the complete text
- any eventually necessary supplementary information according to prior agreement
- a down payment, if separately agreed upon in case of major orders.

by the contractor by facilitating

- a written order confirmation by E-mail or by letter
- the confirmation of the feasible delivery date
- the confirmation of the total price
- the confirmation of receipt of the down payment, if separately agreed upon in case of major orders.

§ 3.2 Change requests

The contractor reserves the right to request an adequate down payment in case of major orders and to adjust prices and/or delivery dates, if an unforeseen time delay or massive changes in the text as a whole occur during the realization of the respective language service made.

Change requests by the ordering party have to be communicated in written form to the contractor. The contractor will check within five working days, whether and in which form the change requests can be taken into account. The contractor will send a revised order confirmation, which includes the new total contract value and delivery date, to the ordering party.

The contractor will start to perform the contracted services only after mutual agreement concerning the new scope of work, total contract value, and delivery date.

If no agreement is achieved, the ordering party may cancel the execution of the contract. However, the ordering party is obliged to pay for the services already realized.

§ 3.3 Order rejection

The contractor reserves the right to reject orders without giving reasons.

§ 3.4 Rework

The ordering party can request a subsequent improvement once and within five working days after receipt of the delivered text. For any rework, detailed information has to be provided.

Requests for rework, which are received by the contractor later than five working days after the delivery of the text, cannot be taken into account free of charge. Upon request, the contractor will send a new offer.

§ 3.5 Delivery time

When asking for an offer, the potential ordering party mentions the requested delivery date.

In the written offer, the contractor confirms the feasible delivery date by taking into consideration the time needed to perform the respective language service.

The definitive delivery date can only be determined after having received the final order from the ordering party and will be stated by the contractor in the written order confirmation.

The contractor is not liable for erroneous deadline -/delivery requirements given by the ordering party.

§ 3.6 Miscellaneous

The contractor is free to mention the ordering parties (esp. companies) under “Partners / References” in her website. If not desired, please, expressly mention this when placing your order with us.

§ 4 Order placement in case of private tutoring

The ordering party contacts the contractor by telephone or E-mail.

After having determined the scope of tuition and the expected time-frame, the contractor will send a written order confirmation with the price per hour by E-mail or letter to the ordering party.

Private tuition is performed in hourly units. One tuition-unit = 60 minutes.

Basically, the ordering party may cancel the private tutoring at any time. There is no time-based period of commitment, unless expressly agreed in the written order confirmation.

§ 5 Prices, payment condition, and payment delay in case of translation, proofreading, and editing services

§ 5.1 Prices

The final total contract value for the language service shall be based on the offer. Price calculation is based on the following charging units: Number of words or standard page or page/slide (e.g. PowerPoint) or time quota (working hour) or flat rate. The contractor will mention the respective charging unit in the offer and in the order confirmation.

All prices are quoted in Euro (€), plus 20% VAT (if applicable).

§ 5.2 Payment condition

In case of major orders, the contractor may request a down payment (max. 30% of total contract value) and partial payments.

The standard payment condition is: payable within 14 days from date of invoice, net.

Other payment conditions – deviating from the standard one – have to be mutually agreed in the written order confirmation.

§ 5.3 Payment delay

If the payment condition, as mentioned in the order confirmation and the invoice, is not observed, a dunning fee amounting to € 2.50 from the 2nd reminder onwards as well as an interest rate will be charged.

In case of a consumer transaction (between entrepreneur and final consumer), the interest rate will amount to 4% p.a., calculated from the invoice value.

In case of business between companies, the contractor will charge an interest rate amounting to 9.2% over the base interest rate (up-dated biannually and published on the website www.oenb.at of the OeNB – the central bank of the Republic of Austria).

§ 5.4 Incidental costs

If expressly noted in the order confirmation, the contractor will invoice miscellaneous incidental costs (such as postal charges, delivery charges, courier services, copying costs, and storage on data storage media) separately and according to actual expenditure.

§ 6 Prices and Payment condition in case of private tutoring

Invoicing of the agreed hourly rate is made after each private tutoring session in Euro (€), plus 20% VAT. Alternatively, monthly billing can be convened.

Access routes to tutoring places within a radius of 20 kilometres from Eggendorf are free of charge and included in the hourly rate; for access routes outside a radius of 20 kilometres from Eggendorf the contractor will charge a flat rate of € 5.00 per tutoring session.

The standard payment condition is: cash payment per private tutoring unit, net. The contractor will issue an invoice after each performed private tutoring unit (or monthly invoices if convened).

Special arrangements have to be mutually agreed in writing.

§ 7 Right of withdrawal

If the ordering party withdraws from the order / contract for reasons not lying within the responsibility of the contractor, the contractor may claim damages amounting to 20% of the net total contract value. Moreover, the ordering party is obliged to pay for all language services already performed.

The contractor may withdraw from the order / contract within three working days from the date of order confirmation, if a professionally and technically qualified and positive performance of the language service is not possible within the confirmed delivery time.

§ 8 Confidentiality

From the first contact during the offering process onwards, the contractor commits herself to strict confidentiality concerning all information, texts, and data received.

However, the ordering party may release the contractor from this obligation to maintain confidentiality.

Moreover, in view of today's prevailing transfer of information, texts, and data as well as any other kind of communication in electronic form, an absolute confidentiality with regard to any information or business and trade secrets or other confidential data and information cannot be guaranteed. This is due to the fact that it cannot be excluded with absolute certainty that unauthorized third parties get access by electronic means to the transferred data.

§ 9 Place of jurisdiction

The contractual relationship and the General Terms and Conditions will be judged exclusively on the basis of Austrian law.

Place of settlement: Wiener Neustadt.

§ 10 Liability

The responsibility for the contents of the General Terms and Conditions is assumed by Mag. Elisabeth Wykydal.

The contractor's website makes available links to other providers and suppliers. Despite careful checks, the contractor will not assume any liability for the contents of third party websites (external links) on her own website. The responsibility for the contents of these third party websites lies exclusively with the respective operators.

It is the aspired aim of the contractor to perform language services completely free of errors; however, this cannot be guaranteed. The contractor's liability is limited to cases of intent and gross negligence and up to the total contract value. There will be no liability for ordinary negligence.

The contractor does not assume any liability for the correctness or legal admissibility of the contents of the source texts, which are subject to translation, proofreading, or editing services.