

General Terms & Conditions: Smart Phrasing



1. Definitions

In these Terms and Conditions:

- Business means Smart Phrasing, a sole proprietorship (eenmanszaak) based in Utrecht, the Netherlands.
- Client means any individual or organisation that commissions the Business to provide Services.
- Services means all scientific communication and related services offered by the Business.
- Agreement means any written or electronic confirmation by the Business of the Client's order, including any attached proposal or quotation.

2. Applicability

These Terms and Conditions apply to all offers, quotations, agreements, and Services provided by the Business, unless otherwise agreed in writing. The Client's own terms and conditions, if any, are not applicable unless explicitly accepted in writing by the Business.

3. Services

The Business provides professional research translation services and science communication training. The Services are performed to the best of the Business's ability, in accordance with professional standards. However, the Business cannot guarantee specific outcomes such as publication, acceptance or grades.

4. Quotations and Agreements

All quotations are without obligation and valid for thirty (30) days, unless otherwise stated. An Agreement is formed once the Client has accepted the quotation in writing (including by email) and the Business has confirmed the acceptance.

5. Fees and Payment

Fees are based on the agreed quotation or hourly rate. All prices are stated in euros and exclude VAT, unless otherwise indicated. Invoices are payable within fourteen (14) days of the invoice date, unless otherwise agreed. In the event of late payment, the Client is liable for statutory interest and any reasonable collection costs incurred.

6. Client Obligations

The Client shall provide all necessary information, materials and instructions required for the proper performance of the Services. The Client remains responsible for the accuracy and legality of the content submitted. The Client retains full responsibility for the final use of any text or advice provided by the Business.

7. Delivery and Deadlines

Deadlines are agreed in advance and confirmed in writing. The Business will make every effort to meet the agreed delivery date but is not liable for delay due to unforeseen circumstances, force majeure or late delivery of materials by the Client.

8. Confidentiality and Data Protection

The Business treats all client information and materials as strictly confidential and uses them solely for the purpose of performing the agreed Services. The Business complies with the EU General Data Protection Regulation (GDPR) in processing personal data.

9. Intellectual Property

All intellectual property rights in materials provided by the Client remain the Client's property. Upon full payment, the Client obtains the right to use the edited or written material for the agreed purpose. The Business retains the right to use anonymised excerpts or project descriptions for marketing or portfolio purposes, unless the Client explicitly objects in writing.

10. Liability

The Business's liability for any damages arising from or related to the Agreement is limited to the total amount invoiced for the relevant assignment. The Business is not liable for indirect or consequential damages, including loss of income, reputation, or opportunities.

11. Cancellation and Termination

The Client may cancel an assignment in writing before work has begun without charge. If work has already commenced, the Client is liable for payment of the portion of work already completed. The Business may suspend or terminate the Agreement if the Client fails to make timely payment or breaches any material obligation.

12. Force Majeure

Neither party shall be liable for failure or delay in performance due to circumstances beyond their reasonable control, including illness, technical failure, or natural disaster. In such cases, both parties shall consult to agree on a reasonable solution or extension of deadlines.

13. Applicable Law and Dispute Resolution

These Terms and Conditions and all Agreements are governed by Dutch law. Any disputes shall be submitted to the competent court in Utrecht, the Netherlands. Before taking legal action, both parties shall make reasonable efforts to resolve the dispute amicably.

14. Final Provisions

If any provision of these Terms and Conditions is found invalid or unenforceable, the remaining provisions shall remain in full force. The Business may update these Terms and Conditions from time to time; the latest version will be published on the website.

Version: 1.1

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