

General Terms and Conditions 2011

SoundsWrite GmbH provides text and corporate communication services including translation, editing, ghost-writing, design and layout. In today's fast moving market a contract is formed anytime you ask us to do a job verbally, in writing or by email.

The terms of the contract are based on Swiss laws (OR), common sense and fair play. Thanks to this policy we have done business for over 10 years without ever having to refer a client to our GTCs or dispute a service or payment. However, when different business cultures meet, perceptions of common sense assumptions and fair play may be differ. Hence these General Terms and Conditions.

Key Points

1. A contract between SoundsWrite and the client is formed with a verbal or email request to begin working. The terms of the contract are defined in our Terms and Conditions document of which these points are a non-exhaustive easy to read summary.
2. The minimum invoice amount will be one hour of work. Invoices will be submitted after the job is completed if there is no assurance of any related work in the near future.
3. The client must supply SoundsWrite with all the necessary materials for an efficient process at the time of placing the order: this includes but is not limited to: fonts, glossaries and background information (briefings, presentations or website links). Otherwise, SoundsWrite can charge the client extra for research time or procurement costs as they arise.
4. SoundsWrite makes free offers by rules of thumb, past experience and a superficial assessment of material presented by the client. If the client wants a binding offer, which is guaranteed to be accurate to +/-10%, then they must pay for the time required to make an in-depth assessment and prepare the offer. In any case, SoundsWrite reserves the right to charge the client the actual work required that falls outside the scope of the initial offer. Layout issues, bad format style sheets or unstable data files supplied by the client are also reasons for surcharges.
5. Once you ask us to do a job, we mobilize resources and reserve time for that work. If you decide cancel the job at any time after ordering, then we reserve the right to charge the full pro-rata amount for work completed and up to 50% of the cost of uncompleted work. We will deliver the partially completed work but as the final quality control is always done at the end of a job, no assurances are given on the quality of partially completed cancelled orders.
6. Copyright law states that the copyright for designs, texts written or translations rests with the designer, author or translator even when being done as work to order. The client who orders that work pays for the work to be done and receives the usage rights for the specified original purpose. The client does not have the right to use it in an entirely new context, resell it or to change it without consultation. Normally, we allow the client full and unlimited usage rights, but if a client cancels a job to work with another supplier, they must buy the copyright from SoundsWrite if they wish to modify the completed or semi-completed work delivered by SoundsWrite.
7. Only SoundsWrite's General Terms and Conditions are applicable. We reserve the right to change these terms and conditions without notice. The version available on our website at the time of ordering the job will govern that job.
8. The decision to use, print or publish work produced by SoundsWrite is made entirely at the client's own risk.
9. We keep our deadlines as agreed, but if on a rare occasion we cannot meet a discussed deadline then the client can cancel the job as per our cancellation policy (point 5). Deadlines are automatically extended if we have to wait for information from the client that is needed to complete the job.
10. No liability will be accepted for damages or consequential damages of any kind arising from late delivery or use of texts or designs created by SoundsWrite except in the case of wilful or gross negligence on the part of SoundsWrite.
11. The contract is formed under Swiss law. The jurisdiction is Tägerwilen, Canton Thurgau.