

## TERMS OF BUSINESS



### About me

I'm Deborah Parry do Carmo, a lawyer-linguist from Liverpool (United Kingdom).

I trade as Dotted & Crossed, Lda, a private limited company incorporated under Portuguese law, with its registered office in Algarve, Portugal. The company is listed in the Lisbon Commercial Registry under number 514700262. That's also the company's VAT number as you can confirm here: [https://ec.europa.eu/taxation\\_customs/vies/](https://ec.europa.eu/taxation_customs/vies/).

Reference to "I", "me" or "my" in these terms of business means me and the company. If you decide to work with me, your legal relationship is with Dotted & Crossed, Lda only.



### Meeting of the minds

Before I start any work for you, we both need to be on the same page. I'll send you a quotation along with a link to these terms of business.

Your acceptance of my quotation in writing also implies that you accept these Terms of Business in their entirety.



### On your marks, get set, go!

Our agreement starts when you accept my quotation and these terms of business in writing. You can do this by email or letter.

Unless I've agreed to your terms of business (however named) in writing, I don't accept them.



## **Crossing** the finish line

Our agreement lasts until I've completed the agreed work and you've paid for it in full, including any late-payment penalties, interest, and costs. Until I'm paid in full, I own the work.

If you terminate our agreement early, for whatever reason, I'll invoice you for the work I've done by that date or for 30% of my quotation amount as a cancellation fee, whichever is higher. No notice period applies.



## **Best effort, no magic wand**

I'll do my best to perform the work to my normal excellent standard by the agreed deadline, as long as you give me what I need to do that work on time.

As the industrialist Henry Ford wisely said, "If everyone is moving forward together, then success takes care of itself".



## **Cut** me some slack, sheesh!

If COVID-19 has taught us anything, it's that you can trust a crystal ball as far as you can throw it.

I'm not liable for delays caused by events such as illness, accidents, equipment or power failures, internet outages, suppliers' delays, natural disasters, pandemics, terrorism, swarms of killer bees, alien invasions, or anything else beyond my control.

If a delay lasts longer than 14 days, either of us can terminate our agreement without being liable for additional compensation. You need then only pay me for the work I've done, and I'll waive my cancellation fee.



## **Mess up, fess up, fix it**

I take my work seriously and work hard for everything to run smoothly. 99% of the time it does.

Mistakes are rare but we all make them. I'll be the first to put up my hand, accept responsibility, and fix any screw-ups on my side.

If you show that I've caused you damage, I'll be liable for your direct damage only. My liability for your direct damage is capped at the amount I've quoted or invoiced you for that specific service.

I'll never be liable for your indirect damage or any form of consequential loss.



## **Don't spill the beans**

We need to trust each other. I'll never disclose any aspect of our agreement or the work I do for you without your written consent.

I'm not a blabbermouth, so I'm happy to sign an NDA. I expect the same discretion from you.



## **What's excluded?**

My prices exclude VAT and any government levies.

My standard prices also exclude:

- time spent converting and formatting documents. Where possible, please send me electronic documents and not scanned PDFs
- added time spent working on new versions of a document
- waiting time if your documents arrive late (unless I'm able to use the time for other work, at my sole discretion)
- surcharges for evening or weekend work because documents arrive late.

I'll need your written consent for any additional costs before proceeding and I'll specify them separately on my invoice.



## **Show me the moneeeey!**

I charge a 50% deposit for jobs exceeding €500. I'll invoice what's still owing once I've completed my work. My usual payment terms are 14 calendar days from date of invoice.

I'll specify the due date on the invoice. Just to be clear, that's the day by which your payment must be credited to my company's bank account, not when it leaves yours.

Zig Ziglar once said, "Money isn't the most important thing in life, but it's reasonably close to oxygen on the gotta-have-it scale". In other words, please pay on time.



## **Nobody likes a scrooge**

If you don't pay my invoice by its due date, I'll send you an email reminder with a final payment deadline of seven calendar days later.

After this deadline, I'll charge you an extra €40 under the Late Payment Directive (Directive 2011/7/EU of the European Parliament and of the Council of 16 February 2011 recasting the legislation on combating late payment in commercial transactions).

You will also be liable for interest, and my full recovery costs in and out of court.



## **Putting on the brakes**

If you fail to comply with our agreement or these terms of business, I may suspend or discontinue working for you. I will not be liable to pay you any compensation.

Before doing this, I'll inform you in writing and give you the opportunity to comply with our agreement or these terms of business within seven days. I won't send any completed work in this period.



## Unhappy? Don't bottle it up

I aim to please. If you have queries about my work, please let me know in writing, giving specific details, within 14 calendar days.

My price includes processing one round of feedback if you let me have your comments within that period.

If you have a glossary, reference documents, or links, please send them before I start working. If you send them later, I'll charge for the added time spent making any avoidable changes.

Lastly, filing a complaint or objecting to an invoice does not suspend your obligation to pay.



## All rise!

Portuguese law applies to our legal relationship.

Unless the law prescribes differently or we agree otherwise in writing, only the Faro District Court in Portugal can settle our disputes.