

GENERAL TERMS AND CONDITIONS

Editing and Proofreading

Linguistic Revision and Correction of Errors in Texts

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Provider
SprachenSchmiede – Die Sprachenakademie Deutschlands
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§ 1 Provider and Scope of Application

(1) These General Terms and Conditions ("GTC") apply to all contracts for editing and proofreading services between the provider identified above ("SprachenSchmiede") and its customers.

(2) A consumer is any natural person who enters into a legal transaction for purposes that are predominantly outside that person's trade, business or independent professional activity (Section 13 of the German Civil Code (Bürgerliches Gesetzbuch – BGB)). A business customer (Unternehmer) is a natural or legal person or a partnership with legal capacity who or which, when entering into a contract, acts in the course of its trade, business or independent professional activity (Section 14 BGB). Unless otherwise specified, "customers" within the meaning of these GTC include both consumers and business customers.

(3) Any terms and conditions of the customer that deviate from, conflict with or supplement these GTC shall form part of the contract only if SprachenSchmiede has expressly agreed to their applicability in text form. Individually negotiated agreements shall take precedence over these GTC.

(4) The version of these GTC in force at the time the contract is concluded shall apply. Separate terms and conditions apply to other services provided by SprachenSchmiede.

§ 2 Conclusion of Contract

(1) The presentation of services on the website is non-binding and does not constitute a binding offer; rather, it constitutes an invitation to the customer to submit an offer (by placing an order, making a booking or submitting an enquiry).

(2) Orders placed through the online shop: By clicking the button labelled "Order with obligation to pay" ("Zahlungspflichtig bestellen"), or another button with comparably unambiguous wording, the customer submits a binding offer to conclude a contract. Before submitting the order, the customer may review and correct the details entered during the ordering process. SprachenSchmiede acknowledges receipt of the order by email; this acknowledgement of receipt does not yet constitute acceptance. A contract is concluded when SprachenSchmiede accepts the order in text form (by issuing an order or booking confirmation) or commences performance of the service.

(3) Individual quotations: For editing and proofreading assignments, SprachenSchmiede prepares a quotation on the basis of the text provided or a sample of it. Unless stated otherwise, the quotation is binding for 14 days from receipt and sets out the services, remuneration, dates or deadlines and, where applicable, third-party services. The contract is concluded when the customer accepts the quotation in text form (email being sufficient).

(4) SprachenSchmiede retains the contract text and sends the customer the order details and these GTC by email after conclusion of the contract. These GTC may be accessed and saved at any time on the SprachenSchmiede website.

(5) The contractual language is German. Communication may also take place in English or Arabic by agreement; however, the German version of the contractual documents shall remain authoritative.

(6) Unless otherwise provided in these GTC, contracts with consumers are concluded only with persons who have reached the age of majority.

§ 3 Types of Service and Scope

(1) Proofreading comprises the review and correction of spelling, grammar and punctuation errors. Editing may additionally address style, clarity, terminology, structure and coherence. The nature and extent of the work shall be specified in the quotation. Unless otherwise agreed, the text shall be edited in the language and language variety specified in the assignment, in accordance with the official rules applicable at the time.

(2) Fact-checking, verification of sources and citations, plagiarism checking, verification of legal or specialist accuracy, independent drafting or rewriting of passages, layout and typesetting, and translation are included in the assignment only if expressly agreed.

(3) In the case of final academic assignments, dissertations and other assessed work, SprachenSchmiede shall restrict its services to linguistic corrections and stylistic suggestions within the permissible limits. No substantive changes or independent drafting shall be undertaken. The customer is responsible for complying with the rules of their university or examining body concerning permissible assistance. SprachenSchmiede may refuse assignments that manifestly contravene those rules.

§ 4 Assignment Materials and Customer Cooperation

(1) The customer shall provide the text in an editable format (e.g. a Word file) in good time, together with information on the language variety, intended readership, scope, desired extent of editing, style and citation guidelines, and submission deadline.

(2) Changes or additions to the text after work has commenced may require additional services and adjustments to deadlines, which shall be agreed in advance.

(3) The customer warrants that they are entitled to provide the text and authorise its editing.

§ 5 Editing, Delivery and Revision Round

(1) The delivery format and manner in which changes are shown (e.g. using tracked changes and comments, as a clean copy, or both) shall be determined by the quotation. Processing deadlines apply provided that the necessary files and information have been received in good time.

(2) One revision round is included in the price: within 14 days of delivery, the customer may ask questions about the changes made and request adjustments, provided that the text itself remains unchanged. Further rounds resulting from changed instructions or new versions of the text shall be charged on the basis of the work involved at the rate set out in the quotation; SprachenSchmiede shall inform the customer in advance.

(3) Defects in the editing work shall be remedied free of charge independently of the revision round. Statutory remedies for defects remain unaffected.

(4) The customer decides whether to accept suggested changes. Responsibility for the final version of the text rests with the customer.

§ 6 Rights, Use of Software and Artificial Intelligence

(1) Rights in the submitted text remain with the relevant rights holder. SprachenSchmiede is granted the rights necessary to edit the text for the purposes of performing the assignment. Editing and proofreading do not give rise to joint authorship; insofar as rights of use arise in the edits, SprachenSchmiede grants those rights to the customer upon full payment of the fee.

(2) The customer's texts shall not be entered into publicly accessible artificial intelligence (AI) services without the customer's prior consent. Spelling and grammar checking software may be used where confidentiality and processing in compliance with data protection law are ensured; the results shall be reviewed by a qualified person.

§ 7 Termination and Discontinuation of an Assignment

(1) The customer may terminate the contract at any time. Section 648 BGB shall apply: SprachenSchmiede may claim the agreed remuneration but must deduct expenses saved and income from alternative work. Portions of the text already edited shall be charged for and delivered at the customer's request. Consumers' right of withdrawal remains unaffected.

§ 8 Prices and Payment

(1) The prices communicated to the customer before conclusion of the contract shall apply. These are total prices stated in euros.

(2) Value added tax (VAT): SprachenSchmiede currently qualifies as a small business within the meaning of Section 19 of the German Value Added Tax Act (Umsatzsteuergesetz – UStG). Accordingly, no VAT is included in the stated prices or shown separately.

(3) If SprachenSchmiede ceases to qualify for the small-business VAT exemption (e.g. because the statutory turnover thresholds are exceeded or the exemption is waived), it shall, from that point onwards, show the VAT required by law in respect of newly concluded contracts. Consumers shall then be quoted total prices inclusive of VAT; contracts already concluded with consumers shall remain subject to the agreed price. In contracts with business customers, VAT legally due shall be payable in addition to the agreed price if the service is not performed until after the small-business exemption has ceased to apply; quotations may then state net prices plus VAT.

(4) The payment methods displayed during the checkout process are available in the online shop (currently, in particular, PayPal and card payment). Payment is due upon completion of the order unless otherwise agreed in the quotation. Where payment is by invoice, the invoiced amount must be paid in full within 14 days of receipt of the invoice, unless a different payment period has been agreed.

(5) The fee shall be calculated as specified in the quotation, for example by words, characters, standard pages, hours or as a flat fee; the method of counting shall be stated in the quotation. Additional specialist review, express processing and extensive subsequent text changes shall be charged separately only if agreed in advance. If the scope or condition of the text differs significantly from the basis of the quotation, SprachenSchmiede shall inform the customer before continuing the work.

(6) In the event of late payment, the statutory provisions shall apply.

(7) The customer may set off claims only if they are undisputed or have been established by a final and binding court judgment. The customer may exercise a right of retention only insofar as it arises from the same contractual relationship.

§ 9 Consumer Right of Withdrawal

(1) Consumers have a statutory right of withdrawal in respect of distance contracts. Details, in particular the withdrawal period, the procedure for exercising the right and the consequences of withdrawal, are set out in the withdrawal instructions together with the model withdrawal form, which are made available to the customer before the order is submitted and may be accessed on the website.

(2) If SprachenSchmiede begins performance of the service at the consumer's express request before the withdrawal period has expired, the statutory provisions (Sections 356 and 357a BGB) shall apply with respect to payment for services already provided and the early expiry of the right of withdrawal upon full performance. The information and declarations required for this purpose are contained in the withdrawal instructions.

(3) Business customers have no statutory right of withdrawal. Statutory rights of termination, rescission and remedies for defects remain unaffected.

§ 10 Confidentiality and Data Protection

(1) SprachenSchmiede shall treat the customer's non-public information and documents as confidential and protect them by appropriate technical and organisational measures.

(2) SprachenSchmiede may engage employees and subcontractors to perform the services unless performance by a particular person has been agreed. Such persons shall be bound by confidentiality obligations. SprachenSchmiede remains responsible for performance in accordance with the contract. Statutory duties of disclosure and retention remain unaffected.

(3) Personal data shall be processed in accordance with applicable data protection legislation. Further details, in particular concerning videoconferencing services, payment service providers, communications and assignment documents, are set out in the privacy policy on the SprachenSchmiede website.

(4) Unpublished manuscripts, applications, business documents and personal documents shall be treated with particular confidentiality. At the customer's request, the files provided shall be deleted after completion of the assignment and expiry of statutory retention periods.

§ 11 Liability

(1) SprachenSchmiede shall be liable without limitation for intentional misconduct and gross negligence, for loss or damage arising from injury to life, limb or health, for defects fraudulently concealed, where a guarantee has been assumed, under the German Product Liability Act (Produkthaftungsgesetz), and in all other cases in which liability cannot be excluded or limited under mandatory statutory provisions.

(2) In the event of a slightly negligent breach of essential contractual obligations, liability shall be limited to the loss or damage typical of the contract and foreseeable when the contract was concluded. Essential contractual obligations are obligations whose fulfilment is necessary to enable the contract to be performed properly and on whose observance the customer may normally rely.

(3) In all other respects, liability for slightly negligent breaches of duty is excluded. The foregoing limitations of liability shall also apply for the benefit of SprachenSchmiede's employees, legal representatives and persons engaged to perform its obligations.

(4) The customer's statutory remedies for defects remain unaffected.

(5) The customer remains the author of, and responsible for, the content of their text. Unless expressly agreed, SprachenSchmiede does not review texts for legal permissibility, factual accuracy or compliance with third-party rights.

§ 12 Force Majeure and Unforeseeable Impediments

(1) In the event of extraordinary occurrences for which neither contracting party is responsible and which render performance wholly or partly impossible or significantly more difficult (e.g. natural events, measures taken by public authorities, illness of the assigned interpreter, or failure of electricity or telecommunications networks), the rights and obligations of the parties shall be governed by the statutory provisions. Both parties shall inform each other without delay and endeavour to reach a reasonable, mutually agreed solution.

(2) Fees already paid for services not provided shall be refunded insofar as the services are not subsequently performed. There is no further exclusion of claims for reimbursement.

§ 13 Applicable Law, Jurisdiction and Final Provisions

(1) The law of the Federal Republic of Germany shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). For contracts with consumers, this choice of law applies only insofar as it does not deprive the consumer of the protection afforded by mandatory provisions of the law of the country in which the consumer has their habitual residence.

(2) If the customer is a merchant within the meaning of German commercial law, a legal person under public law or a special fund under public law, the registered place of business of SprachenSchmiede shall be the exclusive place of jurisdiction for all disputes arising from the contractual relationship. For consumers, the statutory rules on jurisdiction shall apply.

(3) SprachenSchmiede is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration body.

(4) Should individual provisions of these GTC be or become invalid in whole or in part, the validity of the remaining provisions shall remain unaffected. The statutory provisions shall apply in place of the invalid provision (Section 306 BGB).