

## HOW I DO BUSINESS (AND HOPE YOU WILL TOO)



### About me

I'm Deborah do Carmo, a triple-national Scouser with a sharp sense of humour and strong work ethic.

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.



### 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.

No haggling please; like you, I run a serious business not a car-boot operation. My quotation is my best offer.

You'll need to accept my quotation and these conditions in writing before I can start working.



**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, letter, or rock engravings. All depends how quickly you want things to happen.

Unless I've agreed to them in writing, I don't accept your terms of business, however named. Nothing personal, mine are just easier to read.



**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 still own the work.

If you terminate our agreement early, 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 your 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 2020 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' hiccups, natural disasters, pesky pandemics, terrorism, tweet-induced wars, 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 to my satisfaction or—perish the thought—prove through the courts 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.

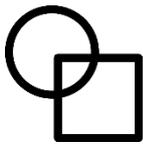
I'm never liable for your indirect damage or any form of consequential loss.



## 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. It not only works out much cheaper, it puts me in a far better mood!
- added time spent working on new versions of a document if you asked me to start on a first draft or didn't specify a document is a first draft;
- 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 noted, "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 grit my teeth, smile, and send you an email reminder with a payment deadline of seven calendar days later.

After this deadline, things get more serious. I'll charge you an extra €40 as a fixed penalty under the Late Payment Directive\*, statutory commercial interest, and my full recovery costs in and out of court.

If you really can't pay on time, speak to me before due date. I'll be far more understanding if I don't have to chase you first.

After all, manners maketh (wo)man.

\* 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.



## Putting on the brakes

If you fail to comply with our agreement or these terms of business—especially not paying invoices on time—I may suspend or even discontinue working for you without being liable to pay you any compensation.

Before doing this, I'll inform you in writing what's about to hit the fan and give you the opportunity to comply with our agreement or these terms of business within seven days. I won't be sending any completed work in this period though.

If you don't comply, everyone loses. So, let's avoid the avoidable, ok?



**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 one feedback round if you let me have your queries within that period.

I'm good, but I'm not a mind reader. So, if you have a glossary, reference documents, or links, please send them before I start working. If you send them later, I'll have to charge for the extra time I work to incorporate 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. But speak to me if you're based outside Portugal—I'm familiar with other systems too (Dutch, Belgian, English, and so on). If I make an exception, I'll confirm it in writing. I'm not bound by oral arrangements.

Unless the law stipulates a different court, or I agree otherwise in writing, only the Faro District Court can settle our disputes.

We should try and solve any disputes out of court first though. Algarve is lovely but there are far better reasons for you to visit here than litigation.