



MALTA

**EUROPEAN SMALL CLAIMS PROCEDURE**

**ADJUDICATOR DR.**

**VINCENT GALEA**

Sitting of the 23 rd April, 2015

Talba Number. 2/2015

**Christopher FITZSIMONS**

**Vs**

**VerbiVis Limited**

**The Tribunal,**

Having seen the Claim Form (Form A) filed by the claimant on the 19<sup>th</sup> January, 2015 whereby he requested the Tribunal to condemn Respondant Company to pay him the sum of seven hundred and sixty two euro [€762] together with expenses for the reasons contained within the details of claim in the said form.

Saw the Answer Form (Form C) by virtue of which Respondant Company did not accept responsibility for reason contained within the details of the said answer form.

Having seen that both parties stated that they did not want an oral hearing to be held;

Took cognizance of all the acts and documents relating to the present case.

Considers;

Claimant was requested to perform “proofreading of OPEN DAYS files” and to follow the instructions (fol. 25-26) sent by the client of Respondant Company who was acting as an intermediary in this case. This request was made by an order form dated 13th November, 2014. In the said order form, duly accepted by Claimant, there is a quality clause which states that “*should the provided job be deemed ‘below standard’ the agreed amount will be subject to a reduction of up to 50%*” and “*should the provided job be deemed ‘unacceptable’, requiring re-translation, the translator shall forfeit the entire amount. VerbiVis translations will take care to provide suitable feedback and justification*” (fol. 23-24).

Respondant Company sent an email dated 5th December, 2014 to Claimant stating that the Client did not consider the proofreading as adequate. Claimant did not agree with the consideration made by Respondant Company’s client and after various email exchanges with Respondant Company instituted these proceedings for the payment of the sum of €762 for services rendered. Respondant Company is not accepting this request and this due to the fact that Claimant did not follow the instructions provided and his proofreading of the document, was deemed to be unacceptable.

The Tribunal after having gone through all the documentation, which is quite voluminous, and after careful consideration, is of the opinion that the Respondant Company has managed to prove that Claimant’s request cannot be entertained and as such, his request to have Respondant Company condemned to pay him the sum of €762 is hereby being rejected.

All the expenses in this case are to be borne by the Claimant.

**< Final Judgement >**

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