



TERMS AND CONDITIONS

PARTIES

(1) **STARLINE**, with its principal place of business at Marecot, Marehill Common, Pulborough, West Sussex RH20 2DX, UK ("STARLINE"); and

(2) The CLIENT.

In this Agreement, STARLINE and [] are referred to as "Party" or "Parties" as the context requires.

RECITALS

(A) STARLINE carries on the business of translation services.

(B) the CLIENT has supplied STARLINE with a request of a text to be translated.

Subject to these terms and conditions STARLINE will provide the services to the CLIENT. Now therefore the Parties wish to enter into this Agreement to record their agreement as follows:-

1. INTERPRETATION

Unless the context requires otherwise:-

"Order" means an order for translation services to be supplied by STARLINE. Such orders may from time to time include a job order number ("Job Order Number")

"Quotation Form" means the form which bears the quotation submitted to the client for the Services envisaged and which the client must sign to accept it.

"Services" means translation and/or representation services performed by STARLINE at the CLIENT's request.

"Source Document" means the original document sent by the CLIENT to STARLINE for translation.

"STARLINE's Website" means the STARLINE's Internet Site, of which address is: www.starline.org

"Translated Works" means the documents, files, materials and works provided by you for the purposes of carrying out the Services.

2. GENERAL

- 2.1 A contract ("Contract") will come into being once the CLIENT returns to STARLINE the signed Quotation Form.
- 2.2 The CLIENT's signature will imply the CLIENT's acceptance of these Terms and Conditions as are available on STARLINE's website and as may be modified at any time.
- 2.3 The Contract will be subject to these terms and conditions. All terms and conditions otherwise stipulated by the CLIENT shall have no effect. Any variation of the Agreement must be confirmed in writing by STARLINE.
- 2.4 Our written quotations are given on the basis that the terms quoted will remain open for the placing of orders for 30 days from the date of the quotation.
- 2.5 Quotations are given on the basis of your description of the source material, the purpose of the translation and any other instructions. Such quotations may be amended at any time if, in our opinion, the description of the source materials is materially inadequate or inaccurate.

3. PRICES AND TERMS OF PAYMENT

- 3.1 Prices for the Services shall be fixed, as specified in the Quotation sent to the CLIENT, based on the Source Document sent to STARLINE.
- 3.2 Unless otherwise agreed, prices are in sterling and are exclusive of value added tax and any other tax duty.
- 3.3 Prices include transmission to the address specified in our quotation or confirmation of order.

- 3.4 Quotations in a currency other than sterling are based on the rate of exchange at the time of quoting and, unless otherwise stated, prices may be subject to revision up or down if any different rate of exchange is ruling at the date of invoice.
- 3.5 STARLINE may at any time make changes to the Agreement in writing. If such change results in an increase in cost of, or time required for the performance of the Agreement, an equitable adjustment shall be made to the price and/or delivery schedule, unless such changes are envisaged by the parties at the time of the Agreement.
- 3.6 Payment shall be made within 30 days of receipt of the invoice. STARLINE may reserve the right to charge interest at 2% over Base Rate if payment is not made on time.
- 3.7 Failure to pay any invoice in accordance with the foregoing terms or other terms specified in the Contract shall entitle STARLINE to suspend further work both on the same order and on any other order from the CLIENT without prejudice to any other right STARLINE may have;
- 3.8 The CLIENT shall pay STARLINE STARLINE's reasonable expenses incurred as a result of the Services, subject to prior agreement.
- 3.9 If the CLIENT requests the Services in instalments, STARLINE may request a payment in instalments.
- 3.10 STARLINE may, at its entire discretion, request a down payment of 30% of the total order.

4. DELIVERY

- 4.1 The dates for delivery of the Translated Works or the dates for carrying out the Services are approximate only and, unless otherwise expressly agreed by STARLINE, time is not of the essence for delivery or performance and no delay shall entitle the CLIENT to reject any delivery or performance or to repudiate the Contract. Where STARLINE and the CLIENT have agreed in writing to a date for delivery of the Translated Works, then time will be considered of the essence.
- 4.2 Where STARLINE undertakes to meet agreed delivery dates and/or times specified on the Quotation Form, the CLIENT has an obligation of answering promptly any of the queries which may be raised by STARLINE in relation to the text to be translated.
- 4.3 If the CLIENT were to delay such answers, so that they are received just before the deadline or thereafter, STARLINE will have to reasonably postpone the deadline, without any specific notification to this effect, to incorporate the necessary changes.
- 4.4 STARLINE will not be liable in any circumstances for the consequences of any delay in delivery or performance or failure to deliver or perform if the duration of the delay is due to an act of God, fire, inclement or exceptional weather conditions, industrial action, hostilities, governmental order or intervention (whether or not having the force of law) or any cause whatever beyond STARLINE's control or of an unexpected or exceptional nature.
- 4.5 Risk in the Goods shall pass to the CLIENT on delivery on receipt by the latter.

5. STARLINE'S OBLIGATIONS

- 5.1 STARLINE shall carry out all of its obligations under this Agreement and will execute the Services with all due care and diligence and with the skill to be expected of a reputable contractor experienced in the provision of the Services.
- 5.2 STARLINE will use all reasonable skill and care in selecting translators, interpreters and other personnel used to produce the Translated Works and perform the Services.



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- 5.3 No terms, conditions or warranties, whether express or implied, about the quality or fitness for purpose of the Services or the Translated Works shall be incorporated unless expressly set out in this Contract.
- 5.4 STARLINE shall incur no liability to the CLIENT for innocent or negligent misrepresentation by virtue of any statement made by or on behalf of STARLINE prior to the Contract, whether orally or in writing. The CLIENT shall not be entitled to rescind the Contract on the grounds of any such misrepresentation.
- 5.5 STARLINE will use reasonable endeavours to provide the Services to meet the specific requirements of the CLIENT, provided that the CLIENT notifies us in writing of any specific requirements and these requirements are agreed in writing between the parties prior to acceptance by us of the relevant Work Request.
- 5.6 The CLIENT acknowledges that any Original Works and Translated Works submitted to the CLIENT or to STARLINE over the Internet cannot be guaranteed to be free from the risk of interception, even if transmitted in encrypted form. STARLINE have no liability for the loss, corruption or interception of any Original Works or Translated Works.

6. CLIENT'S OBLIGATIONS

- 6.1 The CLIENT shall carry out all of its obligations under this Agreement, and in particular, the CLIENT undertakes to assist STARLINE in any possible ways to produce the best possible result. This may include, without prejudice to the generality of the foregoing, the supply of previously translated material, glossaries (in-house or other types), illustrations, samples, etc..., as may be deemed necessary by both parties.
- 6.2 Furthermore, the materials submitted by the CLIENT shall not contain anything of an obscene, blasphemous or libellous nature and shall not infringe the copyright of any other rights of third parties.
- 6.3 The CLIENT undertakes to keep STARLINE harmless from any claim for infringement of copyright or any legal action which may arise as a result of the content of the original source materials.
- 6.4 The CLIENT must notify STARLINE within 30 days of delivery of the Translated Works any claim arising out of the provision of the Services and/or the Translated Works ("Claim"), together with full details of any Claim. In any event, STARLINE shall not be liable to the CLIENT if the CLIENT fails to notify STARLINE of any Claim within a reasonable time of delivery of the Translated Works.
- 6.5 Unless otherwise agreed by STARLINE, the CLIENT (which for the purposes of this clause includes any of the CLIENT's associated companies) shall not, for a period of one year after termination of the Contract, either directly or indirectly, on your own account or for any other person, firm or company, solicit, employ, endeavour to entice away from us or use the services of a translator who has provided the Services and/or Translated Works to the CLIENT on STARLINE's behalf under the Contract ("Translator"). In the event of the CLIENT's breach under this clause, the CLIENT agrees to pay us an amount equal to the aggregate remuneration paid by STARLINE to the Translator for the year immediately prior to the date on which the CLIENT employed or used the services of the Translator.

7. RESPONSIBILITY AND CONSEQUENTIAL LOSS

- 7.1 The CLIENT agrees, upon demand, to indemnify STARLINE (which for the purposes of this clause includes any of its employees, agents and sub-contractors) and keep STARLINE indemnified, from all losses, damages, injury, costs and expenses of whatever nature suffered by STARLINE to the extent that the same are caused or related to:
 - 7.1.1 any materials or drawings given to STARLINE by the CLIENT in relation to the provision of the Services;
 - 7.1.2 any breach of warranty given by the CLIENT
 - 7.1.3 any other breach by the CLIENT of these terms of business
- 7.2 For the purposes of this Clause the expression "Consequential Loss" shall mean indirect losses and/or loss of production, loss of product, loss of use and loss of revenue, profit or anticipated profit arising from or related to the performance of this Services Agreement and whether or not such losses were foreseeable at the time of entering into this Agreement.
- 7.3 Notwithstanding any provisions to the contrary elsewhere in this Agreement, STARLINE shall save, indemnify, defend and hold harmless the CLIENT from STARLINE's own Consequential Loss and the CLIENT shall save, indemnify, defend and hold harmless STARLINE from the CLIENT's own Consequential Loss.

8. COPYRIGHT AND CONFIDENTIALITY

- 8.1 All information, advice and documents provided by the CLIENT to STARLINE in connection with the Agreement ("the Documents") shall be deemed confidential and shall remain the CLIENT's property (whether licensed or otherwise) along with all intellectual property rights therein.
- 8.2 STARLINE undertakes that it shall not, without the CLIENT's prior written consent, make use of or disclose the document except to the extent necessary to implement the Agreement or where required by law.
- 8.3 STARLINE will retain all rights of copyright in the translation(s) until full payment of the same translation.

9. DURATION AND TERMINATION

- 9.1 The contract shall commence on the date of signing of the Quotation Form. It shall continue in full force and effect until either Party terminates on giving the other Party not less than 14 days' prior written notice.
- 9.2 STARLINE shall be entitled to terminate the Agreement immediately by written notice if the CLIENT makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administrative order or goes into liquidation, or an encumbrancer takes possession or a receiver is appointed over any of the CLIENT's property or assets, or the CLIENT ceases or threatens to cease business, or an equivalent or analogous event occurs in any other jurisdiction.
- 9.3 Any termination of the Agreement shall not prejudice any rights or remedies which may have accrued to either party.



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10. DATA PROTECTION

- 10.1 Each party shall ensure that in the performance of its obligations under these Terms and Conditions, it will at all times comply with the relevant provisions of the Data Protection Act 1988.
- 10.2 STARLINE acknowledges that if STARLINE is required to process any data in the course of providing the Services, it shall do so only on the CLIENT's instructions.

11. MISCELLANEOUS

- 11.1 Any notice or other communication to be given under these conditions must be in writing and may be delivered or sent by prepaid first class letter post, facsimile transmission or e-mail. Any notice or document shall be deemed served: if delivered, at the time of delivery; if posted, 48 hours after posting; and if sent by facsimile transmission or e-mail, at the time of transmission.
- 11.2 No waiver by STARLINE of any breach of the Agreement by the CLIENT shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 11.3 The invalidity, illegality or unenforceability of any provision of these conditions shall not affect the other conditions.
- 11.4 A person who is not party to this agreement shall have no right under the Agreements (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

12. GOVERNING LAW

- 12.1 The Parties agree that this Agreement will be governed and construed in all respects in accordance with English law and the parties hereby submit to the non-exclusive jurisdiction of the English courts.

Starline