

# ENTRE LES LIGNES Terms and Conditions

1. All legal relationships between ENTRE LES LIGNES BV, incorporated in Belgium, with registered office at Karmelietenstraat 163, 1180 Ukkel, Belgium, registered in the Crossroads Bank for Enterprises and VAT number BE 0526.935.573, register of legal entities (RLE) Brussels (Dutch courts) (hereinafter referred to as '**ENTRE LES LIGNES**'), and the client are governed by these terms and conditions.

As an independent service provider, ENTRE LES LIGNES offers various services to its clients such as (sworn) translation and interpreting services, copywriting services, editing and proofreading services, transcription services, etc.

Deviations are only enforceable if ENTRE LES LIGNES has accepted those explicitly in writing.

These terms and conditions are deemed fully part of the proposal. In the event of a conflict between the specific terms of the proposal and the provisions of these terms and conditions, the specific terms of the proposal shall prevail.

Insofar the client uses general terms and conditions for its suppliers or service providers, they are explicitly excluded.

ENTRE LES LIGNES reserves the right to change these terms and conditions at any time. The amended version will only apply to current agreements if the new terms are accepted by the client. These terms and conditions were last updated on 17 March 2021.

2. A proposal sent by ENTRE LES LIGNES is only an invitation to contract with ENTRE LES LIGNES and is only addressed to the person/persons mentioned on the proposal. A proposal is valid for the period mentioned on the proposal itself, or if not mentioned explicitly, for fifteen (15) calendar days after the date of the proposal. ENTRE LES LIGNES reserves the right to rectify errors in the proposal or withdraw a proposal before its acceptance by the client. The proposal is based on the information given by the client.

Proposals only apply to those services explicitly mentioned in the proposal.

3. An agreement shall be concluded only after the written confirmation of ENTRE LES LIGNES regarding receipt of the acceptance of the proposal by the client. However, ENTRE LES LIGNES will not execute any services until the requested advance, if applicable, has been transferred to the bank account of ENTRE LES LIGNES.

Any additions or other changes to the assignment are only valid after written confirmation of ENTRE LES LIGNES. Evidently, these changes may also have an impact on the cost.

By accepting the proposal, the client acknowledges being fully informed about all aspects of the services.

4. The client allows ENTRE LES LIGNES to include its personal data in the ENTRE LES LIGNES client register. ENTRE LES LIGNES is committed to protect personal data in accordance with the applicable data protection laws. In this respect, ENTRE LES LIGNES refers to its privacy policy, which can be consulted on ENTRE LES LIGNES's website [www.entre-les-lignes.be](http://www.entre-les-lignes.be) which is deemed fully part of these terms and conditions. The privacy policy can also be obtained at first request.

OUR WORDS ARE YOURS 

If ENTRE LES LIGNES would process personal data on behalf of the client, parties will sign a data processing agreement.

The client authorizes ENTRE LES LIGNES to use its trade marks, such as name and logo, in the context of promotional activities. The client may at any time object to the same, after which the client name and logo will be removed immediately.

5. For non-consumers: If, after its acceptance, the client cancels all or part of a specific assignment or a fixed-term contract, this will not affect its payment commitments, except where such withdrawal is justified following these terms and conditions and/or mandatory legal provisions. As such the client is required to pay for the originally agreed fees and will pay all costs ENTRE LES LIGNES already made or agreed with external parties to fulfil the services, without prejudice to ENTRE LES LIGNES's right to claim reimbursement for higher damages. Postponing an assignment will be considered as a cancellation of an assignment.

For consumers: If, after his/her acceptance, the client cancels all or part of a specific assignment or a fixed-term contract, this will not affect its payment commitments, except where such withdrawal is justified following these terms and conditions and/or mandatory legal provisions. As such the client is required to pay for the services already executed with a minimum of 50% of the originally agreed fees and will pay all costs ENTRE LES LIGNES already made or agreed with external parties to fulfil the services, without prejudice to ENTRE LES LIGNES's right to claim reimbursement for higher damages. Postponing an assignment will be considered as a cancellation of an assignment. If ENTRE LES LIGNES would cancel the assignment after concluding the contract, ENTRE LES LIGNES will pay a comparable compensation.

For consumers with whom a distance contract is agreed: the client shall have a period of 14 calendar days after conclusion of the contract to withdraw from the contract without penalty and without giving any reason for doing so. The client should inform ENTRE LES LIGNES by submitting the withdrawal form in annex, by way of a written notification to the ENTRE LES LIGNES registered office at Karmelietenstraat 163, 1180 Ukkel, Belgium or by email through [info@entre-les-lignes.be](mailto:info@entre-les-lignes.be). If your request has been accepted ENTRE LES LIGNES shall refund all payments received within a maximum of fourteen (14) calendar days of the date of the withdrawal notification and will inform the client accordingly by email. The client will not be able to execute this right of withdrawal for contracts that have been fully executed at the client's express request before the client exercises his right of withdrawal with the client's acknowledgement that he will lose his right of withdrawal once the contract has been fully performed.

6. Execution deadlines shall be indicative, unless agreed otherwise in writing. Changes to the contract automatically result in any agreed deadlines being cancelled. The delivery times mentioned in the proposal are subject to availability of ENTRE LES LIGNES. Parties will discuss the final deadline upon conclusion of the contract.
7. ENTRE LES LIGNES is committed to carry out the assignment with reasonable care. ENTRE LES LIGNES cannot be held liable for errors, negligence or any other infringements dated before its intervention. The parties have not agreed to any exclusivity. As an independent service provider, ENTRE LES LIGNES can determine the way of execution at its full discretion and so as it deems fit. ENTRE LES LIGNES will use its own infrastructure and materials unless agreed otherwise.

ENTRE LES LIGNES is not an employee of the client; however, ENTRE LES LIGNES will respect the general guidelines of and strategic decisions made by the client if needed.

ENTRE LES LIGNES cannot be held liable for acts of or negligence by non-subcontractors of ENTRE LES LIGNES, even if ENTRE LES LIGNES recommended those third parties. For the avoidance of doubt: ENTRE LES LIGNES will also not make any payment to such third parties.

ENTRE LES LIGNES may subcontract this agreement without any further prior approval of the client. If the client would request for specific qualifications/experience, ENTRE LES LIGNES will ensure the relevant subcontractor had such specific qualifications/experience.

ENTRE LES LIGNES will respect the confidentiality of this agreement and the assignments and ENTRE LES LIGNES will use the information exclusively for the execution of the assignment. When ENTRE LES LIGNES relies on subcontractors to execute a contract, subcontractors will also have to adhere to a confidentiality agreement before receiving the confidential information. Client also agrees to respect the confidentiality of this agreement. Parties may enter into a separate confidentiality agreement if deemed appropriate.

9. In order to ensure the correct and timely execution of the assignment(s), the client agrees to cooperate with ENTRE LES LIGNES and to provide all reasonably necessary information in due time, whether or not this information is explicitly requested by ENTRE LES LIGNES such as but not limited to the text to be translated, what languages etc. ENTRE LES LIGNES cannot be held liable, and the client may not leave (part of) the invoice unpaid, due to incorrect or incomplete information of the client. If extra services are required due to erroneous or incorrect information, an additional invoice will be issued for the same. ENTRE LES LIGNES is in such case also entitled to suspend the execution of the agreement/assignment until all and/or the correct information is received.

In case ENTRE LES LIGNES needs to handover certain activities to the client or a third party appointed by the client, these services will also be invoiced.

10. If the agreement was concluded with several persons or the client has multiple contact persons, ENTRE LES LIGNES is entitled to act on the instruction of one of those persons, unless agreed otherwise.
11. ENTRE LES LIGNES explicitly reserves the right to suspend or terminate the agreement, without judicial intervention, at any time, without notice, without notice period or compensation, in case of reasons preventing professional cooperation, such as:
- the client breaches its obligations set out in these terms and conditions and/or the proposal or any other agreements between parties,
  - a conflict of interest,
  - if the client requests ENTRE LES LIGNES to compromise its integrity or liability,
  - in case of bankruptcy, death, incapacity, amicable or court-ordered liquidation, cessation of payment, receivership, collective debt settlement, and any other fact indicating the insolvency of the client.

The suspension or termination based on the aforementioned reasons will be notified in writing by ENTRE LES LIGNES.

As a consequence of the termination of the agreement all invoices will become due and payable and all permitted payment conditions will be cancelled. In case of default by the client, all originally agreed fees will become immediately payable, as well as all costs ENTRE LES LIGNES already made or agreed with external parties to fulfil the services, without prejudice to ENTRE LES LIGNES's right to claim reimbursement of the damages and costs actually incurred.

12. The client agrees to review the requested services periodically and as agreed between parties. If needed, the client will amend its general instructions in due time. Please note that the filing of complaints does not affect any (interim) payment obligation.

All documents, correspondence and negotiations between ENTRE LES LIGNES and the client should be deemed an indispensable tool to allow performing the services in accordance with the agreement and not as the expression of any relationship of authority between ENTRE LES LIGNES and the client.

Neither party shall, under this agreement, receive any right, power or capacity to act as an employee, agent or representative of the other party, for any purpose whatsoever, or to legally bind the other party in any way, without the prior consent of the other party.

13. ENTRE LES LIGNES will respect the intellectual property rights of the client. ENTRE LES LIGNES will retain all copyrights and other intellectual property rights, or usage rights, on all its works, documents and materials, including texts, drawings and notes, invoiced or not. The client accepts a limited right of access, use and display, in accordance with the agreed objectives and goals. Without explicit consent of ENTRE LES LIGNES, nothing can be disclosed or may be used otherwise. The rights given are non-exclusive and are not transferable. Any work developed by ENTRE LES LIGNES is for the use of the client only. The client is also responsible for any unauthorized use by third parties due to its involvement.

If the client would share materials, such as texts or pictures, the client guarantees that its use does not infringe any intellectual property rights of third parties. In case of any such infringements client will fully indemnify ENTRE LES LIGNES.

ENTRE LES LIGNES reserves the right to use the documents and materials sent to the client for publicity purposes and general information, if necessary, anonymised.

14. Unless otherwise agreed, the fees are mentioned in EURO, normally excluding VAT but including VAT for consumer, and other taxes and any other additional costs such as travel expenses, legalisation costs, costs for overseas phone calls.

ENTRE LES LIGNES may request an advance before executing the agreement. Invoices will be sent after finalisation of the assignment, unless parties have agreed otherwise in writing.

The invoiced amounts are to be paid on the bank account of ENTRE LES LIGNES as mentioned on the invoice, without a discount, within fourteen (14) days after the invoice date.

The client shall bear the exchange rate risks and costs related to international transfers (if applicable).

Invoices can only be objected in writing by way of a registered letter within fourteen (14) days after the invoice date and indicating the invoice date, invoice number and detailed justification.

If the invoice is not objected within the aforementioned period, the invoice is deemed to have been accepted by the client.

In case an invoice is addressed to several persons, they are all jointly and severally liable for the payment of the invoice.

For any invoice not paid in whole or in part by its due date, default interests will be charged ipso jure and without prior formal notice at 8%.

Without prejudice to the foregoing and without formal notice, ENTRE LES LIGNES reserves the right to demand a lump sum of 10% of the unpaid amounts, with an absolute minimum of hundred euro (€100,00), without prejudice to claim compensation for higher damages.

Moreover, all other invoices will become due and payable and all permitted payment conditions will be forfeited.

15. ENTRE LES LIGNES's obligations are obligations of means, unless agreed otherwise between parties or if this would not be in accordance with the nature of the assignment.

ENTRE LES LIGNES's liability, contractual and extra contractual, is limited to the amount covered by its professional liability insurance(s). If, for whatever reason, the insurance does not cover ENTRE LES LIGNES's errors or negligence, ENTRE LES LIGNES's liability will be always limited to three (3) times the amount of the invoice related to such faulty services.

ENTRE LES LIGNES shall never be liable for loss of expected profits, goodwill, trading opportunities or expected benefits or savings, nor shall ENTRE LES LIGNES be obliged to compensate for (other) indirect or consequential damages such as but not limited to damages to third parties.

ENTRE LES LIGNES shall not exclude its liability in case of fraud, wilful misconduct or gross negligence/misconduct or in case applicable laws or regulations would impede such limitations.

Without prejudice to mandatory legal provisions or provisions of public policy, any action brought against ENTRE LES LIGNES should be brought to court within one year after the alleged error or negligence is discovered, or could reasonably be discovered.

ENTRE LES LIGNES cannot be held jointly and severally or in solidum liable with any third party and/or the client.

The client will indemnify ENTRE LES LIGNES for any third-party claim related to or arising from the contract as a result of its error or omission.

Furthermore, force majeure situations may occur. The following situations will in any case be deemed force majeure events: electronic malfunctions, natural calamities, fire, war, sickness of more than one third of the subcontractors usually performing the services on behalf of ENTRE LES LIGNES and employees of ENTRE LES LIGNES. ENTRE LES LIGNES cannot be held responsible for delays or deficient performance following such force majeure events.

16. The client is not allowed to transfer (part of) this agreement to a third party without the explicit written approval of ENTRE LES LIGNES.

17. During the term of this agreement and for a period of six (6) months thereafter, the client agrees not to, directly or indirectly, in any capacity (employee, independent service provider, shareholder, director, agent, intermediary etc.), whether or not for its own account, entice away or endeavour to entice away any (former) employee or subcontractor of ENTRE LES LIGNES or any of its affiliates with whom the client was in contact in the last twelve (12) months, without the prior approval of ENTRE LES LIGNES. In case the client breaches this article, the client will in any case be required to pay a fixed compensation of twenty-five thousand euro (€25.000), without prejudice to the right of ENTRE LIGNES to claim compensation for higher damages. Parties agree this is a reasonable request. In case the clauses would be deemed to be too broad, the clauses will not be deemed void or invalid, but will be limited so the scope of the clauses is acceptable following the applicable laws and jurisprudence.
18. In the event that any one or more of the provisions contained in these terms and conditions shall be held to be void, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In the event that any one or more of the provisions shall be held to be void, the client and ENTRE LES LIGNES will replace the void provision(s) by (an) equivalent provision(s) with the same general spirit.
19. The agreement between ENTRE LES LIGNES and the client is governed by Belgian laws. In case of disputes only the courts of the registered office of ENTRE LES LIGNES (Dutch courts) will have exclusive jurisdiction.
20. Questions? Please contact ENTRE LES LIGNES through [info@entre-les-lignes.be](mailto:info@entre-les-lignes.be).

## **Appendix 1: Template - withdrawal form (for consumer)**

You should only complete this form and return it should you want to withdraw from the agreement.

ENTRE LES LIGNES BV, Karmelietenstraat 163, 1180 Ukkel, Belgium, [info@entre-les-lignes.be](mailto:info@entre-les-lignes.be).

I/We (\*) hereby inform you that I/we (\*) want to withdraw from the agreement concerning request for the following services:

Ordered on (\*)/Received on (\*):

Name/Names of consumer(s):

Address of consumer(s):

Reason for withdrawal (optional):

Signature of consumer(s) [only when this form will be submitted on paper]:

Date:

(\*) = strike out what is not applicable.