

1. General clause

The General Terms and Conditions of Blue lines take precedence over those of the Client. The Client renounces the application of their own conditions unless an express agreement is made to this end.

2. Conditions governing the provision of the service

The Client shall ensure Blue lines is in a position to assess the level of difficulty of all texts to be translated. All telephone orders taken by Blue lines shall be immediately confirmed in writing by the latter. Both the rate and deadline agreed shall be mentioned in the written confirmation.

3. Liability

A. of Blue lines

Blue lines shall not be held liable for late delivery of work as a result of illness, accident, temporary inability to work or acts of God in general. Nonetheless, Blue lines undertakes to inform the client of such delays within a reasonable time scale. Furthermore, Blue lines shall not be held liable where any such delay is the result of delayed service provision by third parties (email and postal services, etc.) or of damage to the source text and/or the translation during transport.

Blue lines shall not be held liable for loss by third parties (e-mail, postal services) of the source text or translation.

Blue lines shall not be held liable for flaws in the original text provided by the Client.

Blue lines accepts liability for the quality of all of its translations, provided these are used in full and are not modified in any way. The liability of Blue lines is in any case limited to the amount invoiced for the translation, up to 5,000 euro.

B. of the Client

The Client undertakes to provide Blue lines with all of the information needed to ensure the services required can be correctly provided, either before or during completion of the contract.

4. Complaints: deadlines and justification

Unless contested within eight days, all invoices shall be deemed to have been accepted. Where a complaint is made, this shall not affect the payment deadline. All complaints or protests concerning the unsuitability of a translation must be received within the contractual time scale and must be provided together with a detailed justification including reference to dictionaries, glossaries or equivalent texts written by native speakers.

Unjustified refusal of a translation shall in no case constitute grounds for non-payment of an invoice or bill.

5. Cancelling a translation order

Should the Client unilaterally cancel an order for a translation, compensation shall be due in line with the proportion of the work already completed, including prior terminology research. Blue lines shall be entitled to demand compensation of 20% of the total invoice or bill amount on the grounds of breach of contract.

6. Capacity of the Client

The Client is deemed to act in the stead of the author of the text to be translated and to explicitly authorise the translation of said text in accordance with Article 12 of the Belgian Act of 22 March 1986 concerning copyright.

7. Payment

In accordance with Article 4 of the Belgian Act of 2 August 2002 concerning prevention of late payment of commercial transactions, all invoices that have not been paid within thirty days shall be subject without prior notification to a monthly late interest charge of 1% from the invoice date. In addition to this interest charge, the Client shall be liable for a one-off compensation payment equal to 10% of the total amount of the outstanding invoices, or a minimum of 50 euro.

8. Jurisdiction

All disputes shall be brought before the courts of Ghent. These General Terms and Conditions are governed exclusively by Belgian law.

9. Ethics and confidentiality

Blue lines is bound by professional confidentiality. As such, Blue lines undertakes not to disclose the identity of the Client, the content of the source text or of the translation. Blue lines sets particular store by providing quality work in all cases.

10. Rates structure

For proofreading and other translation work charged at an hourly rate, the exact amounts shall be determined jointly by the parties.

Each hour started shall be counted as a whole hour.

The minimum rate may be increased for work done during the night, evening or weekend or on an urgent basis as well as for work requiring particular terminology research. In such cases, Blue lines will explicitly indicate the amount of the increase in the order confirmation provided to the Client.