

Sparrow Terms & Conditions for Document Translation Services

These Sparrow Terms & Conditions apply to each order for translation services placed by you.

Please read them carefully as they will be binding on you.

This Agreement is dated:

Parties:

1. **SPARROW** (a trading name of Lexxika Limited), a company registered in England (company no. 11374774) with its registered address at St George's Works, 51 Colegate, Norwich, England, NR3 1DD ("**Sparrow**"); and
2. A customer of Sparrow ("**Client**").

1. Background

- 1.1. Sparrow provides an 'on demand' document translation service in over 150 languages. The service is available 24/7 and 365 days of the year.
- 1.2. The Client provides insurance services and wishes to engage Sparrow to provide the translation services under the terms of this Agreement.

2. Definitions and Interpretation

In this Services Agreement for Document Translation Services ("**Conditions**") the below words shall have the following meanings, unless the context requires otherwise:

"**Client Materials**" means any text, materials, information or other content provided by the Client to Sparrow for the provision of the Services.

"**Data Protection Laws**" means any applicable data protection laws and regulations, each as amended, replaced or superseded from time to time, including without limitation, the Data Protection Act 2018 and the UK General Data Protection Regulation (EU retained regulation 2016/679).

"**Deliverables**" means the final translated works produced by Sparrow pursuant to the provision of the Services.

"**Intellectual Property Rights**" means any patents, rights to inventions, copyright and related rights, trademarks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including without limitation all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"**Liability**" means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities.

"**Order**" means an order for Services via the Website or otherwise in writing.

"**Personal Data**" means any information relating to a data subject, in particular where the data subject can be identified, directly or indirectly by reference to an identifier, as defined by the Data Protection Laws.

"**Website**" means www.sparrowlanguages.com.

"**Services**" means the translation services and any corresponding Deliverables produced by or on behalf of Sparrow for the Client, as set out in the applicable Order.

- 2.1. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 2.2. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 2.3. The terms 'including', 'include', 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 2.4. A reference to 'writing' or 'written' includes email unless stated otherwise, but excluding faxes.

3. Basis of Contract

- 3.1. These Conditions constitute the entire agreement between the parties and will:
 - 3.1.1. govern the agreement between Sparrow and the Client to the exclusion of any other terms or conditions;
 - 3.1.2. supersede all previous terms and conditions agreed between the parties; and
 - 3.1.3. replace any terms and conditions previously notified to the Client.
- 3.2. Each party acknowledges that in entering into these Conditions it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Conditions.

4. The Website

- 4.1. Sparrow will make available the Website to the Client in order for the Client to place Orders from time to time.
- 4.2. The Client acknowledges and agrees that access to the Services through the Website is at the Client's risk in relation to any damage to software or data by a virus. No warranty or representation is given or made by Sparrow as to the quality of, or suitability for any purpose of, any electronic material that may be downloaded by using the Website.
- 4.3. The Client shall not access, store, distribute or transmit any viruses, or any material during the course of its use of the Services that: is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; promotes unlawful violence; is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or in

a manner that is otherwise illegal or causes damage or injury to any person or property, and Sparrow reserves the right, without liability or prejudice to its other rights to the Client, to disable the Client's access to any material that breaches the provisions of this clause.

- 4.4. The Client shall not:
 - 4.4.1. except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties;
 - 4.4.2. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Website in any form or media or by any means; or
 - 4.4.3. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Website; or
 - 4.4.4. attempt to obtain, or assist third parties in obtaining, access to the Website, other than as permitted by these Conditions.
- 4.5. For the avoidance of doubt, Sparrow shall have the right to refuse to accept any Orders requested for the Services.
- 4.6. The Client shall be responsible for the accuracy of the Order specifications and for giving Sparrow all information, assistance and Client Materials necessary for Sparrow to perform the Services.
- 4.7. Sparrow shall use commercially reasonable endeavours to make the Website available 24 hours a day, seven days a week, except for:
 - 4.7.1. planned maintenance carried out outside of normal business hours (9am-5pm Monday to Friday UK time); and
 - 4.7.2. unscheduled maintenance performed during normal business hours, provided that Sparrow has used reasonable endeavours to give the Client at least two normal business hours' notice in advance.

5. Delivery

- 5.1. Sparrow will use reasonable endeavours to produce accurate translations of the Client Materials and, unless otherwise agreed in writing (and subject to additional fees), the Services provided by Sparrow are for reasonable non-commercial purposes only. Unless otherwise agreed in an Order, no warranty is given as to their suitability for any purpose.
- 5.2. Sparrow will use its reasonable endeavours to ensure delivery of the Deliverables is provided in the shortest possible timescale. Time is not of the essence in relation to the performance of the Services.
- 5.3. Where the performance of the Services and/or delivery of the Deliverables is dependent upon acts of the Client, any delay by the Client shall automatically extend Sparrow's time for performing the Services and/or delivering the Deliverables by the same period and Sparrow shall not be liable for any delay.
- 5.4. Sparrow will not be liable for transliteration of names and other proper nouns from one language to another, for the translation of abbreviations, slang, and discrepancies in conversion of one system of measurement to another or errors resulting from illegible or inaudible Client Materials (as applicable).
- 5.5. Sparrow is under no obligation to identify or correct any errors in any Client Materials for the purpose of translation, interpretation, typesetting, internet publishing or printing and shall not be held liable for any loss in respect of the Client Materials.

6. Price and Payment

- 6.1. Each Order for the Services will detail the relevant fees payable by the Client to Sparrow.
- 6.2. Sparrow will issue an invoice promptly following acceptance of the Order. The Client agrees to pay each invoice immediately in advance. Sparrow will not commence the provision of the Services until an invoice has been paid in clear funds. In the event that the Client has failed to pay an invoice within seven days of the date of an invoice, Sparrow may cancel the Order immediately at its sole discretion upon providing the Client with notice.
- 6.3. Sparrow's prices are exclusive of any VAT, for which the Client shall additionally be liable (where applicable).
- 6.4. The Client must pay all sums due to Sparrow under these Conditions without any set-off, deduction, counterclaim and/or any other withholding of monies.

7. Specification

- 7.1. The quantity, quality, description and/or specification of the Services, including but not limited to the precise language to be translated to and from in relation to the Deliverables and/or the Services shall be that set out in the Order, or as otherwise agreed by the parties in writing.
- 7.2. The Client is solely responsible for checking the Order details and any quotation and satisfying itself that any specification given is accurate and adequate for the Deliverables and/or Services and that the Deliverables and/or Services are fit for the purpose(s) for which they are required.
- 7.3. Sparrow shall have no Liability for errors in any specification or details supplied by the Client and the Client is solely responsible for their accuracy.
- 7.4. The Client must ensure any Client Materials provided to Sparrow are suitable for the intended use, compliant with all applicable laws and do not contain any defamatory, offensive or illegal content.
- 7.5. The Client agrees to indemnify and keep indemnified Sparrow against any and all claims, losses, expenses, proceedings, actions, awards, Liabilities, costs (including legal costs on a full indemnity basis and increased administration costs) and any other losses and/or liabilities arising out of a breach of this clause or Sparrow's use of any specifications, details and/or Client Materials supplied by the Client.

8. Approval, Corrections and Deletion

- 8.1. Any Deliverables provided to the Client will be deemed to be approved by the Client if the Client does not raise any material issues with the Deliverables within a period of three days from the Deliverables being made available to the Client by Sparrow ("**Acceptance Period**").
- 8.2. It is the Client's sole responsibility to verify the Deliverables' contents and accuracy. Whilst Sparrow seeks to create the Deliverables using reasonable care and skill, it will not be liable for any errors or omissions (subject to clause 8.3).

- 8.3. Provided that a material defect in the Deliverables is identified by the Client and communicated to Sparrow in writing during the Acceptance Period, Sparrow will investigate to confirm the presence of such a defect, and if a material defect is present, Sparrow will (in its sole discretion) either refund the fees for the defective Deliverable or correct the defective Deliverable as soon as is reasonably practicable. This shall be Sparrow's sole liability in respect of any defect in any Deliverables.
- 8.4. Sparrow shall have no liability to the Client whatsoever if issues with the Deliverables are not notified to Sparrow within the Acceptance Period.
- 8.5. All Deliverables will be deleted from Sparrow's systems within 45 days of the Deliverables being made available to the Client by Sparrow.

9. Intellectual Property Rights

- 9.1. The Client hereby grants to Sparrow a non-exclusive, perpetual, irrevocable, royalty-free, worldwide licence to use the Client Materials for the provision of the Services.
- 9.2. Subject to clause 9.3, on the condition that Sparrow is paid in full by the Client, upon such payment being made, all intellectual property rights in the Deliverables shall be assigned by Sparrow to the Client. Sparrow waives any moral rights that it may have in such Deliverables.
- 9.3. The Deliverables shall not be deemed to include any computer aided translations or 'translation memory' i.e. duplications of translated phrases that are stored in Sparrow's systems. Any such translation memories shall vest in and be owned by Sparrow.
- 9.4. Sparrow shall be free to utilise for the benefit of its other clients any skill, know-how or translation memories that it may develop or acquire in the performance of the Services.
- 9.5. The Client warrants that any Client Materials or specifications provided to Sparrow in relation to the provision of the Services are the Client's original creations, or licensed from the relevant licensor and will not infringe any third party Intellectual Property Rights.
- 9.6. The Client acknowledges that the Deliverables have been approved by the Client. The Client will therefore indemnify and keep Sparrow indemnified against all losses, costs and Liabilities and all expenses, including reasonable legal or other professional expenses, suffered or incurred by Sparrow arising out of or in connection with any claim for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the Deliverables or Client Materials.

10. Cancellation and Termination

- 10.1. Subject to earlier cancellation or termination in accordance with the terms of this Agreement, each Order will automatically terminate upon the completion of the relevant Order.
- 10.2. The Client is entitled to cancel any Order within 14 days from the day on which the Client placed the Order ("**Cancellation Period**").
- 10.3. To exercise the right to cancel, the Client must inform Sparrow of its decision to cancel the order by a clear statement (e.g. by a letter sent by post or by email). You may use the example model cancellation form below, but it is not obligatory.
- 10.4. Model Cancellation Form:

To: SPARROW (a trading name of Lexxika Limited), of St George's Works, 51 Colegate, Norwich, England, NR3 1DD

I hereby give notice that I cancel my contract of sale of the following Services:

Ordered on: _____ Order number: _____ Name of customer: _____

Address of customer: _____

Signature of customer (only if sent by paper): _____ Date: _____
- 10.5. If the Client wishes to receive the Deliverables during the Cancellation Period, the Client will need to provide Sparrow with its express written confirmation (which may be sent by email) before Sparrow can provide the Services to the Client. Please note that by booking the Services within the Cancellation Period, the Client will be deemed to be waiving its right to cancel the Order. Where only part of a translation has been completed within the Cancellation Period (e.g. if there are multiple documents for translation in an Order), if the Client then cancels the remainder of the Order within the Cancellation Period, Sparrow will refund the Client a pro rata amount for the proportion of the Deliverables that were not completed.
- 10.6. Sparrow will reimburse the Client without undue delay and not later than 14 days after receiving the Client's notice of cancellation.
- 10.7. Without limiting any other rights or remedies, either party ("**Terminating Party**") may terminate these Conditions with immediate effect by providing written notice to the other party ("**Defaulting Party**") on or at any time after the occurrence of any of the events specified below:
 - 10.7.1. a breach by the Defaulting Party of its obligations under these Conditions which (if the breach is capable of remedy) the Defaulting Party has failed to remedy within 14 days after receipt of notice in writing from the Terminating Party requiring the Defaulting Party to do so;
 - 10.7.2. the Defaulting Party persistently breaches any one or more terms of these Conditions;
- 10.8. Sparrow may terminate these Conditions immediately in an event, including (or similar in nature to) the following occurs:
 - 10.8.1. the Client is unable to pay its debts as they fall due;
 - 10.8.2. the Client is bankrupt;
 - 10.8.3. a receiver is appointed in respect of the whole or any part of the Client; or
 - 10.8.4. a provisional liquidator is appointed to the Client or the Client enters into a voluntary arrangement or other composition or compromise with the majority by value of its creditors or has a winding-up order or passes a resolution for the voluntary winding-up or has an administrative receiver appointed or takes steps towards any such event;
 - 10.8.5. the Client suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; and/or
 - 10.8.6. the Client's credit rating is deemed by Sparrow to be financially inadequate to meet its obligations under the relevant Order,

or Sparrow reasonably believes that the Client is about to suffer any of the above events.

10.9. If these Conditions terminate for any reason:

- 10.9.1. Sparrow shall return the Client Materials to the Client, or destroy the Client Materials at the Client's option;
 - 10.9.2. all monies owed by the Client to Sparrow shall immediately become due and payable. This clause is without prejudice to any right by Sparrow to claim for interest or any other right under these Conditions; and
 - 10.9.3. subject to clauses 10.2 to 10.6 (inclusive), Sparrow shall not have any obligation to repay any charges paid by the Client.
- 10.10. Any provision of these Conditions that expressly or by implication is intended to come into or continue in force on or after termination or expiry of these Conditions shall remain in full force and effect.

11. Limitation of Liability

- 11.1. Sparrow shall have no Liability to the Client under these Conditions if the fees for the Services have not been paid in full by the due date for payment.
- 11.2. All warranties, conditions and other terms implied by statute or common law (including fitness for a particular purpose, quality or adequacy) are, to the fullest extent permitted by law, excluded from these Conditions.
- 11.3. Nothing in these Conditions limits or excludes the liability of either party for death or personal injury resulting from negligence or for any damage or liability incurred by a party as a result of fraud or fraudulent misrepresentation by the other party.
- 11.4. Subject to clause 11.3:
 - 11.4.1. Sparrow will not be liable to the Client for any loss of profits, loss of business, business interruption, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss or corruption of data or information or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and
 - 11.4.2. Sparrow's total Liability to the Client in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising under or in connection with these Conditions will be limited to 100% of the fees paid or payable for the Services provided to the Client by Sparrow giving rise to such claim for damages.
- 11.5. The limitations in these Conditions are necessary in order to allow Sparrow to provide the Services at its current prices. If the Client requires greater protection then Sparrow may agree to modify the limitations and extend its guarantees in return for the payment of a higher price for the provision of the Services.

12. Force Majeure

- 12.1. Neither party shall in any circumstances have any liability to the other party under these Conditions if it is prevented from, or delayed in, performing its obligations under these Conditions or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Sparrow or any of its subcontractors), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.
- 12.2. Where a force majeure event continues for a period of four weeks or more, either party may terminate these Conditions immediately by providing the other party with written notice.

13. Variation

- 13.1. No variation to these Conditions shall be binding on Sparrow unless it is agreed in writing between the Client and an authorised representative of Sparrow. Notwithstanding, Sparrow reserves the right to update and/or modify these Conditions from time to time by providing the Client with prior notice and the Client will be deemed to be bound by the new Conditions after a period of 14 days from the Client's receipt of the revised Conditions.

14. General

- 14.1. No failure or delay by a party to exercise any right or remedy provided under these Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. The rights and remedies provided under these Conditions are in addition to, and not exclusive of, any rights or remedies provided by law.
- 14.2. If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Conditions.
- 14.3. The Client shall not, without the prior written consent of Sparrow, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Conditions. Sparrow may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these Conditions.
- 14.4. All third party rights are excluded and no third party shall have any right to enforce these Conditions. This shall not apply to members of Sparrow's corporate group from time to time who shall, subject to Sparrow's consent, have the right to enforce these Conditions as if they were Sparrow.
- 14.5. Nothing in these Conditions is intended to or shall operate to create a partnership between the parties, or to authorise either party to act as an agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including without limitation the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

- 14.6. All notices must be in writing (including email) and are deemed given when mailed by registered or certified mail, return receipt requested, to the other party's main business address. It is agreed that serving notice by fax will not be an effective method of providing notice of a claim under these Conditions.
- 14.7. These Conditions and any disputes or claims arising out of or in connection with it or its subject matter or formation (including without limitation non-contractual disputes or claims) are governed by English law and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

15. Confidentiality

Purpose of Disclosure and Definitions

- 15.1. The parties will each be disclosing sensitive and confidential information to one another pursuant to the Services (the "**Purpose**"). The parties are willing to disclose such confidential information on the basis that it is protected under these Conditions.
- 15.1.1. the term the "**Disclosing Party**" applies to either party (as appropriate) where it discloses Confidential Information to the other party and the term the "**Receiving Party**" applies to either party as appropriate where it receives Confidential Information from the other party.
- 15.1.2. "**Confidential Information**" shall mean all information disclosed (whether orally, in writing or by any other means, including without limitation, information obtained as a result of any demonstration or being allowed access to any premises where the Disclosing Party may carry on business) by the Disclosing Party to the Receiving Party whether before or after the commencement of these Conditions, including but not limited to information relating to that party's operations, processes, plans or intentions, production information, know-how, copyright, design rights, trade secrets, market opportunities and business affairs (including without limitation, any quotation, estimation, details of fees or commercial practice).

Confidentiality Period

- 15.2. The parties agree to remain bound by this clause 15 for a period of five years from the date of disclosure of the Confidential Information.

Confidentiality Requirements

- 15.3. In relation to Confidential Information received from the Disclosing Party or from a third party on behalf of the Disclosing Party, the Receiving Party agrees as follows:
- 15.3.1. to treat the Confidential Information in confidence and to use it only for the Purpose;
- 15.3.2. not disclose the Confidential Information to any third party without the express written permission of the Disclosing Party (except that the Receiving Party may disclose the Confidential Information to its employees, contractors and agents who need access to the Confidential Information strictly in connection with the Purpose and provided that such employees, contractors and agents are made aware of the confidential nature of the Confidential Information and are subject to confidentiality obligations at least as onerous as those set out in these Conditions); and
- 15.3.3. to treat the Confidential Information with the same degree of care and with sufficient protection from unauthorised disclosure as the Receiving Party uses to maintain its own confidential or proprietary information.

Exclusions

- 15.4. Nothing in this clause 15 shall prevent the Receiving Party from using or disclosing Confidential Information which:
- 15.4.1. is in or comes into the public domain in any way without breach of this clause 15 by the Receiving Party or any person to whom it makes disclosure;
- 15.4.2. the Receiving Party can show:
- was in its possession or known to it by being in its use or being recorded in its files prior to receipt from the Disclosing Party and was not acquired by the Receiving Party from the Disclosing Party under an obligation of confidence; or
 - to have been independently developed by the Receiving Party without recourse to the Confidential Information;
- 15.4.3. the Receiving Party obtains or has available from a source other than the Disclosing Party without breach by the Receiving Party or such source of any obligation of confidentiality or non-use;
- 15.4.4. is disclosed by the Receiving Party with the prior written approval of the Disclosing Party; or
- 15.4.5. is required by law to be released (e.g. by a court order), provided that, when permitted by the applicable law, the Disclosing Party is given as much prior written notice as possible of the disclosure requirement.

Return of Confidential Information

- 15.5. At the request of the Disclosing Party, the Receiving Party shall promptly return all documents, materials and records and all copies of the Confidential Information to the Disclosing Party and permanently delete any such Confidential Information from any electronic storage media or memory.

Equitable Relief

- 15.6. The Receiving Party acknowledges that damages alone may not be an adequate remedy for breach of this clause 15 and accordingly the Disclosing Party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief which may be appropriate for any threatened or actual breach by the Receiving Party of the terms of this clause 15.

16. Data Protection

- 16.1. Sparrow will be required to process Personal Data relating to the Client (and any Personal Data contained in any Client Materials) pursuant to the Services. We will only process such personal data in accordance with our Privacy Notice (as updated from time to time) available at [\[LINK\]](#).
- 16.2. We warrant that the Services will comply with the applicable Data Protection Laws.