

**THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 16 (LIMITATION OF LIABILITY).**

**1. Interpretation**

**The following definitions and rules of interpretation apply in these Conditions.**

**1.1 Definitions:**

**Applicable Laws:** all applicable laws, statutes and regulations from time to time in force.

**Business Day:** a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Charges:** the sums payable for the Services, as set out in Parts 1 to 6 of Schedule 1.

**Conditions:** these terms and conditions as amended from time to time in accordance with **Error! Bookmark not defined.**28.5.

**Contract:** the contract between the Supplier and the Customer for the supply of Services in accordance with these Conditions.

**Control:** has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression **change of control** shall be construed accordingly.

**Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical measures:** as defined in the Data Protection Legislation.

**Customer:** the person or firm who purchases Services from the Supplier.

**Customer Materials:** all documents, information, items and materials in any form, whether owned by the Customer or a third party, which are provided by the Customer to the Supplier in connection with the Services, including the items provided pursuant to clause 5.1(c).

**Data Protection Legislation:** the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

**Exclusive:** means that the Customer will use the Supplier as its sole provider of the Services.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Order:** the Customer's order for Services as set out in the Customer's purchase order form, the Customer's written acceptance of a quotation by the Supplier as the case may be.

**Services:** includes but is not limited to the provision of face to face interpreting, translation, telephone interpreting or WebInterpreter Services as are required by the Customer, further details of which is attached in Schedule 1 hereto the services, supplied by the Supplier to the Customer as set out in the Specification.

**Site:** means the location where the Customer has requested the Supplier to send the Worker.

**Specification:** the description or specification of the Services provided in writing by the Supplier to the Customer.

**Supplier:** Mission Translations LTD, trading as Mission Translate, incorporated and registered in England and Wales with company number 11261323 whose registered offices is at Avix Business Centre, 42-46 Hagley Road, Birmingham, B16 8PE.

**UK Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

**Worker:** means the individual interpreter or translator the Supplier has requested to carry out the Services for the Customer.

1.2 Interpretation: (a) a reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision; (b) any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; (c) a reference to **writing or written** includes email.

**2. Basis of contract**

2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point, and on which date the Contract shall come into existence (**Effective Date**).

2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.4 Any quotation given by the Supplier shall not constitute an offer and is only valid for a period of 30 Business Days from its date of issue.

**3. Supply of Services**

3.1 The Supplier will supply the Services on an Exclusive basis upon the Effective Date and shall continue, unless terminated earlier in accordance with clause 17 (Termination), indefinitely/for twelve (12) months when it shall terminate automatically without notice.

3.2 Each of the Supplier and the Customer shall upon the Effective Date appoint one of its employees to be a relationship manager responsible for liaison between the parties. The relationship managers will meet not less than quarterly to review the current status of the business relationship and manage any issues that may have arisen.

**4. Supplier's responsibilities**

4.1 The Supplier shall use reasonable endeavours to supply the Services in accordance with these Conditions and as set out in Parts 1 to 6 of Schedule 1.

4.2 The Supplier shall use reasonable endeavours to meet any performance dates, but any such dates shall be estimates only and time for performance by the Supplier shall not be of the essence of the Contract.

4.3 The Supplier shall use reasonable endeavours to inform the Worker to observe all health and safety and security requirements that apply at the Site and that have been communicated to it under clause 5.1(d).

4.4 The Supplier shall use all reasonable endeavours to ensure that its employees and the Workers who carry out Services for the Customer shall act in a professional manner which will promote and maintain the image of the Customer.

4.5 The Supplier shall recruit and train the Workers to meet the needs of the Customer as set out in the Contract.

**5. Customer's obligations**

5.1 The Customer shall: (a) at all times grant the Supplier with the opportunity to rectify any of its Services; (b) co-operate in good faith and act with reasonable endeavour to ensure that the Supplier's obligations under the terms and conditions can be met; (c) provide, for the Supplier, its agents, subcontractors, employees and the Workers, in a timely manner and at no charge, access to the Site, data and other facilities as required by the Supplier including the supply of information to the Supplier in a form and manner that is legible and can reasonably be understood; (d) provide to the Supplier in a timely manner all documents, information, items and materials in any form (whether owned by the Customer or third party) required reasonably required by the Supplier in connection with the Services and ensure that they are accurate and complete (the Customer Materials); and (e) inform the Supplier of all health and safety and security requirements that apply at the Site.

5.2 If the Supplier's performance of its obligations under this Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, the Supplier shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer.

5.3 The Customer undertakes to co-operate with any third-party involved with the delivery of the Service as far as is reasonable to ensure that the Supplier's responsibilities provided under this Contract are met.

**6. Non-solicitation**

6.1 The Customer shall not, without the prior written consent of the Supplier, at any time from the date of this Contract to the expiry of twelve (12) months after the termination or expiry of this Contract, solicit or entice away from the Supplier or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant, subcontractor or Worker of the Supplier in the provision of the Services.

6.2 For the avoidance of doubt this clause applies to different departments, subsidiaries and related companies under the control of the Customer.

6.3 Any consent given by the Supplier in accordance with clause 6.1 shall be subject to the Customer paying to the Supplier a sum equivalent to 20% of the then current annual remuneration of the Supplier's employee, consultant, subcontractor or Worker or, if higher, 20% of the annual remuneration to be paid by the Customer to that employee, consultant, subcontractor or Worker.

**7. Variation of the Service**

7.1 Either party may propose changes to the scope or execution of the Services. Where the Customer proposes any changes to the scope or execution of the Services, such changes shall come into effect only when the Supplier has agreed so in writing. Any proposed changes shall be provided in a document setting out the effect that those changes will have on: (a) the Services; (b) the Supplier's existing charges; (c) the timetable of the Services; and (d) any of the terms of this Contract.

7.2 If the Customer wishes to make a change to the Services it shall notify the Supplier and provide as much detail as the Supplier reasonably requires of the proposed changes, including the timing of the proposed changes.

**8. Request for alterations to the work provided**

8.1 The Customer acknowledges and agrees that: (a) any timelines concerning requests for alterations made to the Supplier by the Customer will be determined by the Supplier upon booking of the Service; (b) all quotes for Services provided to the Customer are subject to additional charges should any alteration be made to the provision of the Service by the Customer; (c) additional travel time and expenses may be charged for any alteration; (d) in the event any requests of alteration are made to the translation, any additional charges will be payable by the Customer for the translation of additional text, images or audio/video formats.

**9. Cancellations**

9.1 All cancellations and alterations must be made within standard business hours in writing. Any cancellation outside of business hours will be effective from the start of business the next Business Day.

9.2 Cancellations of in person and/or interpreting services will be charged as follows:

- (a) between 0-5 Business Days of the session will incur 100% charge;
- (b) between 5-10 Business Days of the session will incur 50% charge; and
- (c) 10 Business Days and more of the session will not incur any cancellation charges.

9.3 Cancellations of written and/or transcription services will be charged as follows:

- (a) between 0-5 Business Days prior to the project commencing will incur 50% charge;
- (b) any time during the project fee for work expected over the next 5 Business Days (for reasons such as but not included to failure of the Customer to provide the Supplier with full and clear instructions) will incur 50% charge.

9.4 The Supplier reserves the right to charge the Customer for any expense incurred in the provision of a service that has been cancelled.

**10. Charges and payment**

10.1 In consideration of the provision of the Services by the Supplier, the Customer shall pay the Charges in pound sterling. All Charges for the Services provided by the Supplier, as set out in Parts 1 to 6 of Schedule 1, can be varied with thirty (30) days' notice in writing by the Supplier and will be sent to the customer in the form of a written invoice to be payable within thirty (30) days of receipt to a bank account nominated in writing by the Supplier from time to time.

10.2 Without any prejudice to any other right or remedy it may have, if the Customer fails to pay the Supplier any Charges due under this agreement on the due date, the Supplier reserves the right to impose a 7.5% monthly cumulative surcharge on any payments that are received outside the 30-day period stated above. The Supplier also reserves the right to charge the Customer any bank transfer fees and expenses in addition to the costs of the Services.

10.3 The Charges may be negotiable on a case-by-case basis if the Customer makes a request of negotiation prior to the translation being accepted. Any variation shall only be valid if confirmed by the Supplier in writing.

10.4 The Customer is liable for the Supplier's charges for any request made by staff members acting with or under the authority of the Customer.

**11. Intellectual property rights**

11.1 In relation to any Customer Materials, the Customer: (a) and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials; and (b) grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to

copy and modify the Customer Materials for the purpose of providing the Services to the Customer.

11.2 The Supplier does not provide any expressed or implied warranty that the receipt and use of the Services and any deliverables by the Customer including the Worker shall not infringe the rights, including any Intellectual Property Rights, of any third party;

11.3 The Customer: (a) warrants that the receipt and use of the Customer Materials in the performance of this Contract by the Supplier, its agents, subcontractors, consultants or Workers shall not infringe the rights, including any Intellectual Property Rights, of any third party; and (b) shall indemnify the Supplier in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with any claim brought against the Supplier, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use in the performance of this Contract of the Customer Materials.

## 12. Audit

Not more than once per year, the Customer may audit the Supplier's compliance with its obligations under this Contract by giving the Supplier not less than ten (10) business days' previous notice.

## 13. Compliance with laws and policies

13.1 In performing its obligations under this Contract, the Supplier shall comply with the Applicable Laws. Changes to the Services required as a result of changes to the Applicable Laws shall be agreed via the variation procedure set out in clause 7.

## 14. Data protection

14.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 14 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

14.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and the Supplier is the processor.

14.3 Without prejudice to clause 14.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of this Contract. The Customer does not consent to the Supplier appointing any third-party processor of Personal Data under this Contract.

## 15. Confidentiality

15.1 Each party undertakes that it shall not disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 15.2.

15.2 Each party may disclose the other party's confidential information: (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 15; and (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

15.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.

15.4 The Supplier further undertakes to use all reasonable efforts to prevent its Workers from disclosing confidential information, which has been obtained during the provision of Services for the Customer, to any third party except where: (a) there is a requirement to disclose the information by Law, and only to the extent required; and/or (b) the disclosure has been authorised in writing by the Customer.

15.5 For the avoidance of doubt, Confidential information shall be disclosed for the purposes of performing an audit (where reasonable), and only to the extent that it is necessary for such audit.

15.6 Confidential Information gained prior to the agreement on these terms and conditions may be used by either party.

## 16. Limitation of liability

16.1 The Supplier will use reasonable skill and care in providing the Service to the Customer.

16.2 Nothing in this Contract limits any liability which cannot legally be limited, including liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; and (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

16.3 The Supplier expressly does not give the Customer any other warranties whatsoever and excludes any implied warranties to the maximum extent permitted by law and has no responsibility for the content which it is obliged to interpret nor does the Supplier have any responsibility for the implications of any of its translations.

16.4 With the exception of clause 16.2 above: (a) the Supplier shall not be liable to the Customer for any representation (unless fraudulent), or any implied warranty, condition or other term, for any duty at common law, for any loss of profit or any indirect, special or consequential loss, damage, cost, expenses or other claims which arise out of, or in connection with the provision of the Services or their use by the Customer; and (b) the Supplier's total aggregate liability arising out of or in connection with this Contract, whether in contract, tort, negligence, breach of statutory duty or otherwise shall not exceed the total Charges for the Services in question. Furthermore, the following types of loss are wholly excluded: (i) loss of profits; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of anticipated savings; (v) loss of use or corruption of software, data or information; (vi) loss of or damage to goodwill; and (vii) indirect or consequential loss.

16.7 The Customer undertakes not to provide any illegal text, video or audio data to the Supplier, nor use the Services of the Supplier for any purpose that is contrary to the law of the jurisdiction in which it will be provided/utilised and the Customer indemnifies the Supplier against all liabilities, losses or costs that the Supplier may incur, as a result of any claim that may be made against the Supplier in consequence of the content or nature of any document translated or words interpreted by the Supplier.

## 17. Termination

17.1 Either party may terminate this Contract with one (1) months' notice by giving written notice to the other party if: (a) it is decided by both parties at the quarterly meeting that the Services are no longer required; (b) the other party commits a material breach of any term of this Contract which breach is irretrievable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified to do so; (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its; (d)

the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts; (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party; (f) an application is made to court, or an order is made, for the appointment of an administrator; or (g) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party.

17.2 For the purposes of clause 17.1(b) **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from a substantial portion of this agreement over the term of this Contract.

17.1 Without affecting any other right or remedy available to it, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if: (a) the Customer fails to pay any amount due under this Contract on the due date for payment and remains in default not less than fourteen (14) days after being notified in writing to make such payment; or (b) there is a change of Control of the Customer.

## 18. Consequences of termination

18.1 On termination or expiry of this Contract: (a) any Service requested before or within the period of notice and falling due to be provided during the notice period shall be subject to this Contract; (b) any Service that has been requested before or within but falling outside of the period of notice shall be subject to this Contract; (c) the Supplier reserves the right to charge the Customer for any expense incurred in the provision of a service that the Customer has requested; (d) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt; (e) the following clauses shall continue in force: clause 1 (Interpretation), clause 5 (Non-solicitation), clause 10 (Intellectual property rights), clause 14 (Data Protection), clause 15 (Confidentiality), clause 16 (Limitation of liability), clause 18 (Consequences of termination), clause 20 (General Provisions).

18.2 Termination or expiry of this Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

## 19. Force majeure

19.1 **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation: (a) acts of God, flood, drought, earthquake or other natural disaster; (b) epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking of diplomatic relations; (c) nuclear, chemical or biological contamination or sonic boom; (d) any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition; (e) collapse of buildings, fire, explosion or accident; and (f) interruption or failure of utility service.

19.2 Provided it has complied with clause 19.3, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Contract by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

19.3 The Affected Party shall: (a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract; and (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

19.4 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than four (4) weeks, the party not affected by the Force Majeure Event may terminate this Contract by giving one (1) weeks written notice to the Affected Party.

## 20. General Provisions

20.1 This Contract is personal to each party and neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Contract without first obtaining the other party's written Contract.

20.2 Subject to clause 7, no variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

20.3 A waiver of any right or remedy under this Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. The rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

20.4 If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract.

20.5 This Contract constitutes the entire Contract between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them.

20.6 Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties.

20.7 This Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

20.8 Any notice given to a party under or in connection with this Contract shall be in writing and shall be (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or (ii) sent by email to the address as provided in the header of this Contract for the Supplier and the email address specified by the Customer at the time.

20.9 This Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.