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.
Contract: the contract between the Supplier and the Customer for the supply of Services as set out in Part 1 of Schedule 1.
Data Protection Legislation: any 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 processing of personal data (including, without limitation, the privacy of communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.
Ensured means: 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, database rights, moral rights (including rights of integrity, publicity and privacy), trademarks, service marks, trade names and域名, 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, 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 office is at A1x Business Centre, 42-46 Hagley Road, Birmingham, B16 8PE.
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, re-enacted or construed in accordance with a 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 scope of the word, expression or definition immediately preceding them; (c) a reference to writing or written includes email.
1.3 Basis of contract
1.3.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.
1.3.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order or a quotation, and on which date the Contract shall come into existence (Effective Date).
1.3.3 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 and, accordingly, the Supplier's standard terms and conditions will not be supplied on a purchase order form preceding this document.
1.4 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.
2. Supply of Services
2.1 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.
2.2 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.
2.3 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 enhance 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. Chargeable 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 endeavours to ensure that the Supplier is enabled to perform and be granted all rights and facilities to enable 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 by the Supplier in order to perform the Services; (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 it reasonably requires; (d) ensure that the Supplier is provided with all necessary facilities to perform the Services; (e) ensure that the Supplier is supplied with 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, in whole or in part, by an event or events beyond the control of the Supplier, 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. Price and payment
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, utilize any Services performed under this Contract by the Supplier or any of its Services 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 The Customer acknowledges and agrees that the Services will be performed at the Supplier’s premises or in the premises of third parties 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 equal to 20% of the then current annual renewal fee for the recruitment, employment or personal data responsibilities of such an 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. Termination 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 notified 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 terminate 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 by the Customer, the Supplier reserves the right to cancel or modify any or parts of the Services.
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 the 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 prior to the request for alteration is received the Supplier will charge £25 for each alteration requested; (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 request for alteration is received the Supplier will charge £75 for each alteration requested; (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 the necessary information and clear instructions) will incure 100% 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 paying for the Services in accordance with the above payment terms 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 In the event the Supplier has suffered any loss or expense as a result of the failure of the Customer 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 request 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 for an alteration which is not 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 acting on 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
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 or a liquidator of, or to take possession, 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.

17.2For the purposes of clause 17.1(b) material breach means a breach (including an anticipatory breach) by a party of a term of this Contract which is such that the benefit which the terminating party would otherwise derive from a substantial portion of this agreement over the term of this Contract.

17.3Terminating any other right or remedy available to the Supplier may terminate this Contract and send in writing 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 by the Supplier of its intention to do so; (b) there is a change of Control of the Customer.

18. Consequences of termination

18.1On termination or expiry of this Contract: (a) any Service requested before or within the period of notice of termination or expiry that has not been provided shall be subject to the same terms and conditions as if the Supplier had been requested to provide such Service; (b) 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; (c) 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 (Force majeure).

18.2Termination 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 any rights or remedies arising by virtue of any breach of this Contract which existed at or before the date of termination or expiry.

19. Force majeure

19.1Force 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 or embargoes, environmental damage, knowledge 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 embargo, or prohibiting, suspending or revoking a license, permit or authorization; (e) interruption or failure of utility service.

19.2Provided 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, the party shall not be liable for any such failure or delay in the performance of such obligations.

19.3The time for performance of such obligations shall be extended accordingly.

19.4If the Force Majeure Event prevents, hinders or delays the Affected Party’s performance of its obligations under this Contract, the Affected Party shall 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.

19.5If 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.


20.1This 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 consent.

20.2Subject 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).

20.3Any notice or other communication 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.

20.4If any person or entity which is a party to this Contract 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.

21.1This Contract is not intended to prejudice the parties’ rights or powers to enter into a formal contract between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them.

21.2Nothing in this Contract is intended to prejudice the parties’ rights or powers to enter into a formal contract between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them.

21.3Neither party shall be entitled to 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 unless such assignment, transfer, mortgage, charge, subcontract, delegation or declaration is in writing and signed by the parties.

21.4The liquidator, or a receiver, or a receiver and manager, or a provisional liquidator, of the Customer is appointed.

21.5This Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

22.1The Supplier may, at any time and without any prior notice to the Customer, vary this Contract by giving written notice to the Customer 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 (if an individual) or by hand or by telex or by facsimile or by e-mail, or by first-class post, or by electronic means in accordance with clause 1 (Interpretation) (c), in the header of this Contract for the Supplier and the email address specified by the Customer at the time.

22.2This 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 accepts 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.