



Terms and Conditions

Transcription City - Terms and conditions for use of Transcription Services

CUSTOMER AGREEMENT

By and between www.transcriptioncity.co.uk

and the Customer.

Reference herein to Customer shall be to a company, a business partnership, individual or sole trader to which Transcription City directly provides its products and services and where it is the recipient of any invoice resulting from its purchase of products and services from Transcription City

The parties agree to the following, which shall apply during the term of this Customer Agreement. This Customer Agreement covers all products and services Customer has purchased or ordered, whether for its own use or for the use of its customers.

We draw your attention to paragraph 16 “Guarantee of Items Sent”.

1. Order acceptance

1.1 All orders are subject to acceptance by Transcription City.

1.2 An order will only be deemed accepted by Transcription City if it gives confirmation to such effect to Customer.

1.3 Transcription City may in its absolute discretion refuse to accept any order, or provide that acceptance be subject to such conditions as Transcription City may impose.

2. Payment for services

2.1 Transcription City shall issue an invoice in accordance with the agreed quotation supplied prior to commencement of the work or supply of the service, or alternatively its standard tariff of charges from time to time in UK sterling, unless other arrangements with Customer are made in writing.

2.2 Payments are due within 14 days of the date of invoice.

2.3 Transcription City reserve the right to charge 8% above the Bank of England base rate on late payment.

2.4 In the event that any amount remains unpaid after the period of time specified on the invoice, Transcription City reserves the right (in addition to its right to claim for payment) to discontinue, withhold or suspend products or services to Customer and/or its customers to whom such unpaid amounts relate.

2.5 The Customer shall be responsible for paying value added tax due on Transcription City products and services at the applicable rate at the date of supply.

2.6 Payment can be made via Bank Transfer or PayPal



2.7 Transcription City reserves the right to charge new clients or individuals in full before delivery of completed transcript.

2.8 In the absence of prior written agreement to the contrary, payment of our charges is required on receipt or our invoice. Failure to make payment within 28 days of the due date may result in the matter being referred to our debt collection agents whose charges will be added to and payable with the invoice debt.

3. Refunds

3.1 No refund shall be applicable once transcription of any recording has commenced, unless Transcription City does not complete the contract or Transcription City uses its discretion to refund if the Customer gives notice that they do not wish to continue with the service.

4. Use of services

4.1 Transcription City' products and services may only be used for lawful purposes.

4.2 The Customer accepts that Transcription City does not accept any liability to the Customer and/or its customers from any loss or damage however caused (even if Transcription City had been advised of a possibility of such damage arising) resulting from transcriptions provided by or to the Customer and/or its customers using Transcription City 's products or services. Furthermore, Transcription City does not accept any liability for errors or incorrect transcription and the Customer agrees that it is the Customers' responsibility to check transcription work carefully and ensure that no such errors exist.

4.3 Transcription City do not accept liability for errors or incorrect transcription that is due to poor quality dictation. Although Transcription City proof read material as part of a quality control check before transmitting to the client, it must be noted that the final proof reading and checking of transcription is the responsibility of the client. Transcription assumes no liability for loss or damage arising from errors and inaccuracies in transcripts. It is the responsibility of the client to check accuracy.

4.4 Customer agrees to indemnify Transcription City and keep it indemnified from and against all expenses, costs, damages and awards arising from any claims or actions brought or threatened against Transcription City by parties alleging any misuse by Customer and/or its customers of Transcription City 's products or services and for any infringement of intellectual property rights or other applicable legislation (including, but without limitation, legislation governing the provision of goods or financial (or other services).

4.5 Full instructions must be made clear to Transcription City through email prior to work being undertaken on the project, no responsibility can be taken for discrepancies whatsoever.

4.6 If the customer is unsatisfied with the first draft of a transcript, Transcription City will make all reasonable effort to revise the document at no extra charge provided we notified within 24 hours of completion ("completion" is deemed to be the date on which Transcription City notifies you that the completed Assignment has been emailed to you).

4.7 It is the responsibility of the client to check for duplicate audio or video files before sending, as these will be transcribed and charged for.

5. Supply of service

5.1 Transcription City's liability to Customer arising from defective products or services is limited (save in respect of death or personal injury) to the amount payable by Customer to Transcription City under this Customer Agreement.

5.2 Transcription City will always endeavour to supply full service but does not accept liability for Transcription City 's failure to supply services caused by any external influences including acts of God, fire, governmental acts, breaks in continuity of electricity supply or telecom link, accident or any other cause beyond Transcription City ' control.

5.3 Transcription City does not accept liability to Customer for direct or consequential economic loss



(including loss of profit or business).

5.4 Transcription City accept no liability for loss or damage arising from delays in delivery of transcripts or delays in the return of physical media.

6. Notification of change

7.1 Customer agrees to provide to Transcription City all reasonable information on its existing and/or prospective activities which Transcription City may need to fulfil Transcription City 's obligations under this Customer Agreement.

7.2 Transcription City reserves the right to change prices as deemed necessary, on giving Customer at least thirty (30) days notice prior to implementing any changes except with respect to provision in section eleven (11).

7. Confidentiality

7.1 Transcription City acknowledges that by reason of its relationship with the Customer, it may have access to certain information and materials relating to the Customer's business, products, services, customers and marketing strategies that is confidential and of substantial value to the Customer, which value would be impaired if such information were disclosed to third parties.

7.2 Transcription City undertakes not to use in any way for its own account nor for the account of any third party, nor disclose to any third party such information or materials revealed to it by the Customer. No information provided by way of transcription will be stored on computers and deleted upon instruction in writing from the Customer.

8. Transferral of Rights and obligations

8.1 Customer's rights and obligations under this Customer Agreement may not be enjoyed by a third party or transferred or assigned directly or indirectly without the prior written consent of Transcription City .

8.2 If Customer sells any of Transcription City' products or services to a third party it shall do so on terms which are not inconsistent with this Customer Agreement; and such Customer shall maintain adequate insurance as would normally be covered by a person carrying on in the same type of business as the Customer.

9. Data Protection Act

9.1 Transcription City reserves the right to hold information relevant to Customer in accordance with the Data Protection Act 1998.

9.2 This information may be stored in a computerised database and/or in paper format, which will be treated in the strictest of confidence and will only be used internally by Transcription City , unless otherwise stated.

10. Disputes

10.1 The parties shall attempt to resolve all disputes arising out of this agreement in a spirit of co-operation without formal proceedings.

10.2 Any dispute which can not be resolved (other than the collection of monies due on unpaid invoices) shall be subject to the arbitration in London of a single arbitrator appointed by agreement between the parties or, failing agreement, nominated in the application of either party by the President for the time being of the Law Society. This clause shall not exclude either party from making an application to the court for injunctive relief.

10.3 Transcription City shall have no liability to you for any loss, damage, costs, expenses or other claims for compensation arising from

10.3.1 Any breach by you of these Conditions

10.3.2 Any Client Material or instructions supplied by the Client which are incomplete, incorrect, repetitive, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non arrival, or any other fault attributable to you;



11. Termination of Customer Agreement

11.1 Transcription City is entitled to terminate this Customer Agreement on giving notice to such effect if the Customer breaches any of its terms or conditions. In this circumstance, the Customer will forfeit the return of any advance payments and Transcription City ' products and services will be wholly withdrawn.

11.2 The Customer may also terminate this Customer Agreement on giving at least thirty (30) days written notice prior to renewal.

11.3 Unless the said notice is received by Transcription City at least thirty (30) days before the Customer Agreement expires, the Customer will be deemed automatically to have renewed this Customer Agreement for the same duration as the previous one.

11.4 The length of the Customer Agreement equates to the payment period Customer has chosen, e.g. if the Customer pays quarterly then the Customer Agreement is a three (3) month contract.

12. This represents a legal contract

12.1 This Customer Agreement is governed by English law and is covered by the jurisdiction of the English courts. If any provision of this Customer Agreement is held to be invalid by an English court of competent jurisdiction, then the remaining provisions shall nevertheless remain in full force and effect.

12.2 Transcription City and the Customer agree to renegotiate in good faith any term held invalid and to be bound by mutually agreed substitution provision.

13. Entire agreement; modifications

13.1 This Customer Agreement sets forth the entire agreement and understanding between both parties and merges all prior discussion between them.

13.2 Transcription City may make changes to this Customer Agreement upon thirty (30) days written notice to the Customer, advising of the change and the effective date thereof. Utilisation of Transcription City ' services by Customer following the effective date of such change will be deemed as acceptance by the Customer and/or its customers of such change(s). Otherwise this Customer Agreement may not be modified except by the written consent of both parties.

14. Notices

14.1 All notices served by Transcription City to the Customer shall be sent to its address in the United Kingdom most recently provided by e-mail, fax or letter and shall be effective if sent by e-mail or fax upon the date of transmission, or if sent by post, upon its posting in a duly addressed pre-paid envelope.

14.2 All notices served by Customer to Transcription City shall be by e-mail, fax or letter and shall be effective upon the date of actual receipt by Transcription City .

15. Waiver

15.1 No failure or delay by either party in exercising any of its rights under this Customer Agreement shall be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of this Customer Agreement shall be deemed to be a waiver of any subsequent breach of the same.

16. Guarantee of Items Sent

16.1 We cannot guarantee or insure any tapes or CDs sent to us. The tapes or CDs remain the Customer's responsibility and we cannot accept liability for any loss or damage, no matter how caused whilst the tapes or CDs are in our possession, in transit, or whilst you are transporting them to us. We strongly recommend that you keep a copy of any recording.



17. Cancellation fees (for live captioning, online recordings, note taking and minute taking services)

17.1 The requester can cancel an appointment at any time by contacting us directly at info@transcriptioncity.co.uk, sam@transcriptioncity.co.uk or greg@transcriptioncity.co.uk

17.2 An email confirming the cancellation will be sent to the original requester/designated contact.

17.3 For a confirmed remote or onsite assignment to be cancelled without charge, written cancellation must be received at least 7 business days prior to the scheduled start time of the assignment, unless otherwise agreed in writing in advance. For example, for a session scheduled for Monday at 3 PM GMT, notice of cancellation must be received no later than the prior Monday at 3PM ET.

17.4 Assignments cancelled without sufficient notice **will be billable in full.**