



Terms and Conditions - The Typing Works Limited

The Typing Works Limited – terms and conditions for using our Transcription Service (www.thetypingworks.com)

By and between The Typing Works Limited, a UK limited company, registered in England, with its registered number being 06870523 and its registered office being Pen Y Banc, Prion, Denbigh, Wales, LL16 4RW.

and

The Customer.

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

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 The Typing Works Limited.

1.2 An order will only be deemed accepted by The Typing Works Limited if it gives confirmation to such effect to Customer.

1.3 The Typing Works Limited may in its absolute discretion refuse to accept any order, or provide that acceptance be subject to such conditions as The Typing Works Limited may impose.

2. Payment for services

2.1 The Typing Works Limited 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 21 days of the date of invoice.

2.3 In the event that any amount remains unpaid after the period of time specified on the invoice, The Typing Works Limited 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.

2.4 The Customer shall be responsible for paying value added tax due on The Typing Works Limited products and services at the applicable rate at the date of supply.

3. Refunds

3.1 No refund shall be applicable once transcription of any recording has commenced, unless The Typing Works Limited does not complete the contract or The Typing Works Limited 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 The Typing Works Limited products and services may only be used for lawful purposes.

4.2 The Customer accepts that The Typing Works Limited does not accept any liability to the Customer and/or its customers from any loss or damage however caused (even if The Typing Works Limited had been advised of a possibility of such damage arising) resulting from transcriptions provided by or to the Customer and/or its customers using The Typing Works Limited products or services. Furthermore, The Typing Works Limited 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 The Customer agrees to indemnify The Typing Works Limited and keep it indemnified from and against all expenses, costs, damages and awards arising from any claims or actions brought or threatened against The Typing Works Limited by parties alleging any misuse by Customer and/or its customers of The Typing Works Limited 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)).

5. Supply of service

5.1 The Typing Works Limited 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 The Typing Works Limited under this Customer Agreement.

5.2 The Typing Works Limited will always endeavour to supply full service but does not accept liability for The Typing Works Limited 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 The Typing Works Limited control.

5.3 The Typing Works Limited does not accept liability to the Customer for direct or consequential economic loss (including loss of profit or business).

6. Notification of change

6.1 The Customer agrees to provide to The Typing Works Limited all reasonable information on its existing and/or prospective activities which The Typing Works Limited may need to fulfil The Typing Works Limited obligations under this Customer Agreement.

6.2 The Typing Works Limited 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 The Typing Works Limited 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 The Typing Works Limited 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 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 The Typing Works Limited.

8.2 If Customer sells any of The Typing Works Limited 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 The Typing Works Limited 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 The Typing Works Limited, 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.

11. Termination of Customer Agreement

11.1 The Typing Works Limited 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 Typing Works Limited products and services will be wholly withdrawn.

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 The Typing Works Limited 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 The Typing Works Limited 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 The Typing Works Limited 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 The Typing Works Limited 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 The Typing Works Limited shall be by e-mail, fax or letter and shall be effective upon the date of actual receipt by The Typing Works Limited.

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 media, including tapes, digital files or CDs, sent to us. The media, 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 and obtain any necessary insurance in case of loss or damage.