



TAURHO TRANSCRIBES

Terms & Conditions

August 2020





TAURHO TRANSCRIBES TERMS AND CONDITIONS

These Conditions govern the supply of Services by TauRho Transcribes Ltd, a limited company registered in England and Wales (registration number 10282455), whose registered address is at Kemp House, 160 City Road, London, EC1V 2NX (**TauRho Transcribes**).

1. Interpretation

1.1 The following definitions and rules of interpretation apply in these Terms & Conditions.

1.2 Definitions:

Charges: the charges payable by the Client for the supply of the Services in accordance with the Contract.

Client: the person(s) who purchases Services from TauRho Transcribes.

Client Default: If TauRho Transcribes' performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Client or failure by the Client to perform any obligation.

Client Materials: any materials that the Client provides to TauRho Transcribes to enable TauRho Transcribes to perform the Services, including supporting documents, audio, and video.

Conditions: these terms and conditions.

Contract: the contract between TauRho Transcribes and the Client for the supply of Services.

Data Controller: has the meaning set out in section 1(1) of the Data Protection Act 2018 (DPA 2018) and General Data Protection Regulations (GDPR)

Data Subject: an individual who is the subject of Personal Data.

Deliverables: the documents produced by TauRho Transcribes for the Client in the course of the Services.

Intellectual Property Rights : copyright and neighbouring and related rights, moral rights, trade marks, business names, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), 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 shall subsist now or in the future in any part of the world.





Order: the Client's confirmation (whether in writing, by clicking to confirm an order in the Portal, or by telephone) that it wishes to purchase the Services referred to in a Quotation and Specification provided by TauRho Transcribes.

Personal Data : has the meaning set out in section 1(1) of the Data Protection Act 2018 (DPA 2018) and General Data Protection Regulations and relates only to personal data, or any part of such personal data, in respect of which the Client is the Data Controller and in relation to which TauRho Transcribes is providing Services under the Contract. **Portal:** means TauRho Transcribes' web-based ordering and document processing platform.

Processing and process : have the meaning set out section 1(1) of the Data Protection Act 2018 (DPA 2018) and General Data Protection Regulations.

Quotation: TauRho Transcribes' quotation (provided via the Portal, by telephone, or in writing) for the supply of the Services.

Services: the services, including the Deliverables, supplied by TauRho Transcribes to the Client as set out in the Specification.

Services Schedule: Schedule 1 to these Conditions.

Specification: the description or specification (provided by TauRho Transcribes via the Portal, in writing, or by telephone) of the Services.

Subcontractor: a subcontractor engaged by TauRho Transcribes to perform the Services.

TauRho Transcribes Intellectual Property Rights: Intellectual Property Rights belonging to TauRho Transcribes and subsisting prior to the commencement of the Services.

1.3 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 emails but not faxes.

2. Basis of contract

2.1 The Order constitutes an offer by the Client to purchase Services in accordance with these Conditions, the Specification, and the Quotation.

2.2 The Order shall only be deemed to be accepted when TauRho Transcribes confirms acceptance of the Order at which point and on which date the Contract shall come into existence.





2.3 Any descriptive matter or advertising issued by TauRho Transcribes, including any descriptions contained in TauRho Transcribes' website, are issued or published for the sole purpose of giving an approximation of the Services described in them. They shall not form part of the Contract or have any contractual force.

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

2.5 Any Quotation given by TauRho Transcribes shall not constitute an offer and are subject to change until TauRho Transcribes confirms acceptance of an order relating to that Quotation.

2.6 The Contract incorporates these Conditions, the Services Schedule, the Quotation, and the Specification. In the event of any conflict or inconsistency between any of those documents, a document appearing earlier in that list shall take precedence over a document later in the list.

3. Supply of Services

3.1 TauRho Transcribes shall use reasonable endeavours to supply the Services to the Client in accordance with the Specification, the Quotation, and the Service Schedule in all material respects.

3.2 TauRho Transcribes warrants to the Client that the Services shall be provided using reasonable care and skill.

3.3 Service Delivery:

(a) TauRho Transcribes Ltd will deliver transcripts by 6pm on the delivery date. For example, audio files received during office hours on a Monday with a requested 2-day turnaround will have the completed transcript returned to the provided email inbox on or before 6pm on Wednesday.

(b) Deadlines are estimates and are subject to revision due to the sound quality of the recordings, and other factors affecting the difficulty of the transcription process.

(c) Late delivery does not entitle the client to withhold agreed payment for work completed.

(d) TauRho Transcribes Ltd does not accept and liability or responsibility for loss or damage arising from delays in the completion of work. In the very rare event of a delayed delivery, a discretionary discount will be applied.

3.4 Accuracy

(a) TauRho Transcribes Ltd offers a 98% accuracy guarantee for transcripts with a maximum of two speakers and recordings with a high sound quality.

(b) Should the client feel, under these specifications, the accuracy guarantee has not been met, clients should contact TauRho Transcribes Ltd using info@taurho-transcribes.co.uk within two weeks of the transcript delivery receipt whereupon corrections and amendments shall be implemented with no extra charge.





(c) If the Client wishes TauRho Transcribes to omit any information from a Deliverable, or to anonymise or pseudonymise any information, the Client must expressly request that TauRho Transcribes do this. Provided that such a request is made before TauRho Transcribes starts to produce the Deliverable, TauRho Transcribes shall use reasonable endeavours to comply with the request. If the request is not set out in the Specification or in the Order, TauRho Transcribes may amend its fees for providing the Services and the timescales for providing the Deliverables by notifying the Client.

(d) Refunds are not offered for incomplete or inaccurate transcripts due to poor audio quality except at TauRho Transcribes' discretion.

(e) The client accepts and understands that no transcript is ever 100% perfect, and guaranteeing such an accuracy rate is not practically possible. There are times when judgement calls and best guesses must be applied to a transcript and the client accepts and understands this.

(f) TauRho accepts no liability for loss or damage arising from errors and inaccuracies in our transcripts. Client agrees that it is his/her responsibility to confirm the accuracy of a transcript prior to information from a transcript being published or printed.

3.5 TauRho Transcribes Portal

(a) TauRho Transcribes provides the Services using the Portal.

(b) Unless expressly agreed otherwise by TauRho Transcribes, the Client shall provide the Client Materials by uploading them to the Portal.

(c) If TauRho Transcribes agrees to accept the Client Materials otherwise than as uploads to the Portal, the Client agrees that TauRho Transcribes shall convert them into a format suitable for upload to the Portal and shall upload them to the Portal.

(d) Unless expressly agreed otherwise, TauRho Transcribes may provide the Deliverables via the Portal or by email. TauRho Transcribes shall provide the Deliverables to the Client contact who instructed TauRho Transcribes, unless TauRho Transcribes has been expressly instructed to do otherwise.

3.6 Cancellation

(a) Except where these terms state otherwise, the Client shall not be entitled to cancel any of the Services under the Contract, but TauRho Transcribes may agree to cancel a Service at the Client's request.





4. Client's obligations

4.1 The Client shall:

- (a) co-operate with TauRho Transcribes in all matters relating to the Services;
- (b) provide TauRho Transcribes with such information as TauRho Transcribes may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects, and in particular where the information is in the form of an audio recording that the audio recording is clearly audible; and
- (c) comply with all applicable laws, including health and safety laws.

4.2 The Client warrants that any information it supplied to TauRho Transcribes upon which TauRho Transcribes based the Quotation or the Specification is true and complete.

4.3 Where **Client Default** occurs: (See Clause 1.2)

- (a) without limiting or affecting any other right or remedy available to it, TauRho Transcribes shall have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations in each case to the extent the Client Default prevents or delays TauRho Transcribes' performance of any of its obligations;
- (b) TauRho Transcribes shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from TauRho Transcribes' failure or delay to perform any of its obligations as set out in this clause; and
- (c) the Client shall reimburse TauRho Transcribes on written demand for any costs or losses sustained or incurred by TauRho Transcribes arising directly or indirectly from the Client Default.

4.4 TauRho Transcribes reserves the right not to provide the Services if, on reviewing the Client Materials, it considers that they include anything that is illegal, indecent, immoral, or which may infringe the rights of third parties. In such cases:

- (a) TauRho Transcribes shall inform the Client that TauRho Transcribes will not provide the Services;
- (b) no Charges shall be payable for the Services that TauRho Transcribes declines to provide and TauRho Transcribes shall refund to the Client any Charges that the Client has already paid for those Services;
- (c) TauRho Transcribes may delete any electronic copies and dispose of any physical copies it holds of the Client Materials.





5. Charges and payment

5.1 The Client shall pay the Charges to TauRho Transcribes on the basis set out in the Quotation, these Conditions, and the Service Schedule. If the Quotation does not set out the charges payable by the Client for the supply of the Services, those charges shall be calculated at TauRho Transcribes' standard rates applicable at the time the Services are performed.

5.2 TauRho Transcribes' standard rates for the Supply of Services are available on request.

5.3 TauRho Transcribes may amend the Charges if the Client Materials actually supplied differ from those described when the Client requested the Quotation, or if the information that the Quotation was based on is materially inaccurate. TauRho Transcribes shall use reasonable endeavours to notify the Client of any such amendments to the Charges before commencing the Services, but failure to notify the Client shall not excuse the Client's obligation to pay the amended Charges.

5.4 TauRho Transcribes reserves the right to submit its invoice and require payment before commencing the Services. If the Services involve the provision of more than one Deliverable, TauRho Transcribes reserves the right to invoice upon the provision of each Deliverable. Where TauRho Transcribes invoices upon the provision of an individual Deliverable the amount invoiced shall be the part of the Charges that relates to that Deliverable.

5.5 The Client shall pay each invoice submitted by TauRho Transcribes within 30 days of the date of the invoice or in accordance with any credit terms agreed by TauRho Transcribes and confirmed in writing to the Client.

5.6 All quotes, fees, and prices are subject to 20% value added tax (VAT). Where any taxable supply for VAT purposes is made under the Contract by TauRho Transcribes to the Client, the Client shall, on receipt of a valid VAT invoice from TauRho Transcribes, pay to TauRho Transcribes such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

5.8 If the Client fails to make a payment due to TauRho Transcribes under the Contract by the due date, then, without limiting TauRho Transcribes' remedies under clause 10, the Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 5.9 shall accrue daily at a rate of 3% per annum above the base rate of Lloyds Bank UK Plc.

5.9 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding.

5.10 TauRho Transcribes cannot accept payment in foreign currency. All payments are to be made in British Pound Sterling

6. Intellectual property rights

6.1 TauRho Transcribes assigns to the Client its right, interest, and title to the Intellectual Property Rights in Deliverables. Where such Intellectual Property Rights do not yet exist they





shall vest in the Client upon their creation. The Client grants TauRho Transcribes and its Subcontractors a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use (including by copying and modifying) any Deliverables for the purpose of providing the Services to the Client.

6.2 TauRho Transcribes warrants that, except to the extent they incorporate the Client Materials, TauRho Transcribes owns or have been licensed all of the Intellectual Property Rights in the Deliverables immediately prior to the vesting of those Intellectual Property Rights under clause 6.1.

6.3 The Client warrants and represents that it owns or has been licensed the Intellectual Property Rights in the Client Materials, and that the use of the Client Materials by TauRho Transcribes and its Subcontractors in accordance with these Conditions shall not infringe the Intellectual Property Rights of any third party.

6.4 The Client grants TauRho Transcribes and its Subcontractors a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use (including by copying and modifying) any Client Materials provided to TauRho Transcribes for the purpose of providing the Services to the Client.

6.5 TauRho Transcribes shall execute any document or enact any other process necessary to give full effect to clause 6.1, provided that the Client shall reimburse TauRho Transcribes' reasonable costs of doing so.

6.6 Notwithstanding the rest of this clause 6 nothing in the Contract shall assign or grant rights over any of the TauRho Transcribes Intellectual Property Rights.

7. Confidentiality.

7.1 For the purpose of the Contract, **Confidential Information** means any and all information, in any form and however recorded or held, that is confidential in nature and is made available by the Client directly or indirectly to TauRho Transcribes in connection with the Contract, including such information contained in the Client Materials. For the avoidance of doubt, information need not be novel, unique, patentable, information in which copyright may subsist or constitute a trade secret in order to be Confidential Information.

7.2 TauRho Transcribes undertakes that, unless it and the Client agree otherwise, TauRho Transcribes shall not at any time disclose to any person any Confidential Information, except as permitted by clause 7.3.

7.3 TauRho Transcribes may disclose the Confidential Information:

- (a) to its employees, officers, Subcontractors or advisers who need to know such information for the purposes of performing the Services or carrying out TauRho Transcribes' obligations under the Contract. TauRho Transcribes shall ensure that its employees, officers, Subcontractors or advisers to whom it discloses the Confidential Information comply with confidentiality obligations no less strict than this clause 7; and





- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

7.4 TauRho Transcribes shall not use the Confidential Information for any purpose other than to perform its obligations or exercise its rights under the Contract.

8. Data protection and data processing

8.1 The Client and TauRho Transcribes acknowledge that for the purposes of the Data Protection Act 2018 (DPA 2018) and General Data Protection Regulations, the Client is the Data Controller and TauRho Transcribes is the data processor in respect of any Personal Data.

8.2 TauRho Transcribes shall process the Personal Data only in accordance with the Client's instructions from time to time and shall not process the Personal Data for any purposes other than those expressly authorised by the Client.

8.3 TauRho Transcribes shall take reasonable steps to ensure the reliability of all its employees and Subcontractors who have access to the Personal Data.

8.4 Each party warrants to the other that it shall process the Personal Data in compliance with its obligations under all applicable laws, enactments, regulations, orders, standards and other similar instruments.

8.5 TauRho Transcribes warrants that, having regard to the state of technological development and the costs of implementing any measures, it shall:

- (a) take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against the accidental loss or destruction of, or damage to, Personal Data to ensure a level of security appropriate to:
 - (i) the harm that might result from such unauthorised or unlawful processing or accidental loss, destruction or damage; and
 - (ii) the nature of the data to be protected; and
- (b) take reasonable steps to ensure compliance with those measures.

8.6 TauRho Transcribes may authorise third parties (**Sub-processors**) to process the Personal Data in connection with the Services provided that TauRho Transcribes shall procure that the sub-processors take the measures and steps required by clause 8.5 above, and that the sub-processors only processes the Personal Data in accordance with the instructions of the Client.

8.7 The Client acknowledges that TauRho Transcribes and its Sub-processors are reliant on the Client for direction as to the extent to which they are entitled to use and process the Personal Data. Consequently, TauRho Transcribes shall not be liable for any claim brought by a Data Subject arising from any action or omission by TauRho Transcribes or its Sub-processors, to the extent that such action or omission resulted directly from the Client's instructions.





9. Limitation of liability

- 9.1 Nothing in the Contract shall limit or exclude TauRho Transcribes' liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation; or
 - (c) any other liability which cannot be limited or excluded by applicable law.
- 9.2 Subject to clause 9.1, TauRho Transcribes shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- (a) loss of profits;
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use or corruption of software, data or information;
 - (f) loss of damage to goodwill; and
 - (g) any indirect or consequential loss.
- 9.3 Subject to clause 9.1, TauRho Transcribes' total liability to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to the total Charges paid under by the Client under the Contract in the twelve months preceding the event giving rise to the first claim.
- 9.4 This clause 9 shall survive termination of the Contract.

10. Termination

10.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;





- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (d) the other party's financial position deteriorates to such an extent that in the terminating party's reasonable opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 10.2 Without affecting any other right or remedy available to it, TauRho Transcribes may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under the Contract on the due date for payment.
- 10.3 Without affecting any other right or remedy available to it, TauRho Transcribes may suspend the supply of Services under the Contract or any other contract between the Client and TauRho Transcribes if the Client fails to pay any amount due under the Contract on the due date for payment, the Client becomes subject to any of the events listed in clause 10.1(b) to clause 10.1(d) or TauRho Transcribes reasonably believes that the Client is about to become subject to any of them.

11. Consequences of termination

11.1 On termination of the Contract the Client shall immediately pay to TauRho Transcribes all of TauRho Transcribes' outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, TauRho Transcribes shall submit an invoice, which shall be payable by the Client immediately on receipt.

11.2 Termination or expiry of the 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.

11.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

12 General

12.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

12.2 Assignment and other dealings.

- (a) TauRho Transcribes may at any time assign any or all of its rights and obligations under the Contract.
- (b) The Client shall not assign any of its rights or obligations under the Contract without the prior written consent of TauRho Transcribes.





12.3 Entire agreement.

- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) The Client acknowledges that in entering into the Contract 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 the Contract. The Client agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- (c) Nothing in this clause shall limit or exclude any liability for fraud.

12.4 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

12.5 Third party rights.

- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

12.6 **Governing law.** The 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.

12.7 **Jurisdiction.** 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 the Contract or its subject matter or formation.

END OF TERMS & CONDITIONS

Thank you for reading our Terms & Conditions. If you have any questions, please get in touch with us at 'info@taurho-transcribes.co.uk'.

Harrison Pardoe
Managing Director
August 2020

