

Service Agreement Template - TP Transcription Limited

TP Transcription Limited – terms and conditions for using the Transcription Service
(www.tptranscription.co.uk, www.uk-transcription.co.uk and www.universitytranscriptions.co.uk)

CUSTOMER AGREEMENT

By and between TP Transcription Limited ('TP Transcription'), a UK limited company, registered in England, with its registered number being 4946815 and its registered office being Ty Brith, Llandegla Road, Mold CH7 4QX. Tel: 01745 813306.

and the Customer.

Reference herein to Customer shall be to a company, a business partnership, individual or sole trader to which TP Transcription 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 TP Transcription.

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. The parties acknowledge that they have entered into separate Data Processing and Confidentiality Agreements in respect of the Services.

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

This agreement covers the following:

Service to be Provided: Transcription of interviews ("the Services").

Transcription Level: Intelligent Verbatim

Turnaround time agreed: 14 days

Price:

Please note that all prices exclude VAT.

1. Order acceptance

1.1 All orders are subject to acceptance by TP Transcription Limited.

1.2 An order will only be deemed accepted by TP Transcription Limited if it gives confirmation to such effect to Customer. Such approval or otherwise must be provided promptly within two working days.

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

2. Payment for services

2.1 TP Transcription 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, TP Transcription 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 TP Transcription's 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 TP Transcription does not complete the contract or TP Transcription 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 TP Transcription's products and services may only be used for lawful purposes.

4.2 The Customer accepts that TP Transcription Limited does not accept any liability to the Customer and/or its customers from any loss or damage however caused (even if TP Transcription Limited had been advised of a possibility of such damage arising) arising from the Customer's and or its customers' use of TP Transcription's products or services. Furthermore, TP Transcription 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. In the event that errors or inaccuracies in the transcription services do occur, TP Transcription Limited shall make necessary amendments to correct such errors at the Customer's reasonable request.

5. Supply of service

5.1 TP Transcription'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 TP Transcription Limited under this Customer Agreement.

5.2 TP Transcription Limited will always endeavour to supply full service but does not accept liability for TP Transcription'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 TP Transcription's control.

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

5.4 Neither Party accepts any liability to the other for indirect or consequential economic loss (including loss of profit or business).

5.5 TP Transcription shall take out and maintain appropriate insurance in respect of the Services at all times including but not limited to professional indemnity insurance.

6. Notification of change

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

6.2 TP Transcription 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). TP Transcription Limited shall not be permitted to increase prices by more than 5% per contract year. In the event that the Customer does not agree to the price change, it shall be permitted to terminate this Customer Agreement upon giving at least fourteen (14) days notice.

7. Confidentiality

7.1 TP Transcription 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 TP Transcription Limited undertakes to comply with the terms of the Confidentiality Agreement that was signed by TP Transcription Limited on [INSERT DATE] at all times in connection with this Customer Agreement.

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 TP Transcription Limited.

8.2 If Customer sells any of TP Transcription Limited's 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

9.1 TP Transcription Limited will comply at all times with the terms of the separate Data Processing Agreement that was entered into between TP Transcription Limited and the Customer on [INSERT DATE].

10. Disputes

10.1 If any dispute arises out of this Customer Agreement the parties shall attempt to settle it by negotiation.

10.2 If the parties are unable to settle any dispute by negotiation within 21 days either party may refer the dispute to the Centre for Effective Dispute Resolution (“CEDR”) for mediation in accordance with the CEDR’s model mediation procedure for the time being in force.

11. Termination of Customer Agreement

11.1 TP Transcription Limited is entitled to terminate this Customer Agreement on giving notice to such effect if the Customer materially breaches any of its terms or conditions. In this circumstance TP Transcription products and services will be wholly withdrawn.

11.2 The Customer is entitled to terminate this Customer Agreement on giving notice if TP Transcription materially breaches any of its terms or conditions.

11.3 Either party may terminate this Customer Agreement by serving at least three (3) months’ notice on the other.

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 TP Transcription 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, the Data Processing Agreement and Confidentiality Agreement set forth the entire agreement and understanding between both parties and merges all prior discussion between them.

13.2 TP Transcription 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 TP Transcription’s 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). If the Customer does not accept the change then it may elect to terminate the Agreement on fourteen (14) days’ notice. Otherwise this Customer Agreement may not be modified except by the written consent of both parties.

14. Notices

14.1 All notices served by TP Transcription 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 TP Transcription Limited shall be 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.

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 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.

Signed for and behalf of TP Transcription Limited:

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Name:

Role:

Date:

Signed for and behalf of [CLIENT NAME]:

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Name:

Role:

Date: