

Terms and Conditions - TP Transcription Limited

TP Transcription Limited - terms and conditions for using our Transcription Service
(www.tptranscription.co.uk and www.universitytranscriptions.co.uk)

By and between TP Transcription Limited ('TP Transcription'), a UK limited company, registered in England, with its registered number being 04946815 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.

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

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.

1.3 TP Transcription Limited may in its absolute discretion refuse to accept any order, or provide that acceptance be subject to such 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 30 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 howsoever caused, even if TP Transcription 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 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.

4.3 The Customer agrees to indemnify TP Transcription Limited and keep it indemnified from and against all expenses, costs, damages and awards arising from any claims or actions brought or threatened against TP Transcription Limited by parties alleging any misuse by Customer and/or its customers of TP Transcription 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 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.

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).

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 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. Transfer 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.

8.2 If Customer sells any of TP Transcription'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, UK GDPR and Data Processing

9.1 TP Transcription Limited takes its responsibilities in relation to data protection seriously and shall comply with all applicable data protection legislation, including the Data Protection Act 2018, the UK General Data Protection Regulation, the Privacy and Electronic Communications Regulations where applicable, and any other applicable UK data protection laws and regulations.

9.2 TP Transcription Limited maintains a Data Protection/GDPR Policy which sets out the Company's internal framework for the management of data protection matters, including responsibilities for staff,

contractors and third-party processors, subject access requests, data retention, confidentiality, security, breach reporting and the processing of personal data.

9.3 In providing transcription, typing, note-taking, translation, proofreading, administrative or related services, TP Transcription Limited may process personal data supplied by the Customer, including personal data contained in audio files, video files, documents, transcripts, notes, correspondence, booking information or other materials supplied for the purposes of providing the services.

9.4 Unless otherwise agreed in writing, the Customer shall act as the data controller in respect of any personal data supplied to TP Transcription Limited for the purpose of providing the services, and TP Transcription Limited shall act as data processor in respect of such personal data. TP Transcription Limited may act as data controller in respect of its own business administration data, including customer contact details, invoicing records, supplier records, staff records, contractor records and regulatory compliance records.

9.5 TP Transcription Limited shall process personal data only for the purpose of providing the agreed services, administering the Customer's account, complying with legal and regulatory obligations, and otherwise in accordance with the Customer's lawful written instructions, unless TP Transcription Limited is required to process such data by law.

9.6 TP Transcription Limited shall ensure that persons authorised to process personal data, including staff and contractors, are subject to appropriate duties of confidentiality and are required to comply with the Company's Data Protection/GDPR Policy.

9.7 TP Transcription Limited shall take appropriate technical and organisational measures to protect personal data against unauthorised or unlawful processing and against accidental loss, destruction or damage. These measures may include secure file transfer, secure storage, access controls, confidentiality obligations, staff and contractor guidance, and secure deletion or return of data where appropriate.

9.8 TP Transcription Limited may use external systems, software providers, secure file transfer services, email providers, cloud storage providers, transcription workflow systems or other third-party service providers where reasonably necessary for the provision and administration of the services. Where any such provider processes personal data on behalf of TP Transcription Limited, TP Transcription Limited shall take reasonable steps to ensure that the provider offers appropriate safeguards and that suitable contractual arrangements are in place.

9.9 TP Transcription Limited shall not transfer personal data outside the United Kingdom as part of its standard service unless: (a) the transfer is necessary for the provision of the services or use of an agreed system; (b) the Customer has authorised the transfer; or (c) the transfer is otherwise permitted under applicable data protection legislation. Where a restricted international transfer takes place, TP Transcription Limited shall ensure that an appropriate transfer mechanism or safeguard is in place, such as an adequacy regulation, the UK International Data Transfer Agreement, the UK Addendum to the EU Standard Contractual Clauses, or another lawful mechanism recognised under UK data protection law.

9.10 TP Transcription Limited shall not appoint a third-party processor to process Customer personal data unless the processor provides sufficient guarantees in respect of data security and UK GDPR compliance. Where required, TP Transcription Limited shall ensure that a written contract or data processing agreement is in place with such processor.

9.11 TP Transcription Limited shall, taking into account the nature of the processing and the information available to it, provide reasonable assistance to the Customer where required in relation to data subject rights, data security, data protection impact assessments, consultations with supervisory authorities and the Customer's own compliance obligations under applicable data protection legislation.

9.12 TP Transcription Limited shall notify the Customer without undue delay after becoming aware of a personal data breach affecting Customer personal data and shall provide reasonable information and assistance to enable the Customer to comply with its own breach notification obligations.

9.13 Unless otherwise agreed in writing, personal data supplied by the Customer shall be retained only for as long as reasonably necessary for the provision of the services, account administration, quality control, dispute resolution, legal compliance and legitimate business record-keeping. Upon written request, and subject to any legal or regulatory retention requirements, TP Transcription Limited shall return, delete or securely destroy Customer personal data where reasonably practicable.

9.14 Where the nature of the Customer's data, the Customer's internal policies, or applicable data protection legislation requires more detailed data processing terms, the parties shall enter into a separate Data Processing Agreement. In the event of any conflict between this Agreement and a signed Data Processing Agreement, the Data Processing Agreement shall prevail in relation to the processing of personal data.

9.15 The Customer warrants that it has all necessary rights, permissions, notices, consents and lawful bases required to provide personal data to TP Transcription Limited for processing in connection with the services.

9.16 Any questions concerning data protection, subject access requests, data processing, data retention or data security should be directed to TP Transcription Limited by emailing jonathan@tptranscription.co.uk or anna.gresty@tptranscription.co.uk, or by telephoning 01745 813306.

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 TP Transcription 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 TP Transcription 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 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 sets 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). 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 upon the date of actual receipt by TP Transcription.

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.