

Terms and Conditions

Use of JD Transcription Services (“JDTS”) constitutes an express acknowledgement and acceptance of the standard limitation of liability terms and conditions (“the Terms”). By accessing, using, placing orders and/or requiring transcription and other services in any manner whatsoever, you (“the client”) agree on your own behalf and on behalf of each and every legal entity and/or person(s) on whose behalf you act, represent and/or seek to contract (“the client(s)”) to accept, honour and abide by the Terms which include, but are not limited to, an express acknowledgment that:

- i. The client(s) requires JDTS to provide transcription and/or other secretarial support services.
- ii. Quotes are valid until 5pm on the date of issue. After this expiration time, deadlines may be transferable subject to availability.
- iii. Quotes are based on a sample representation of audio quality, and are subject to quality and consistency of material. JDTS reserves the right to cancel any order where audio quality is poor or digital files are incompatible with our software.
- iv. JDTS reserves the right to vary deadlines and prices quoted due to changes in specification and/or quality of source material, delivery requirements and unforeseen circumstances including but not limited to illness and conditions in variation to the original verbal or written quotation.
- v. JDTS cannot accept liability for loss or damage arising from delays in completion of work, delivery of transcripts or return of physical media.
- vi. Where projects are of an ongoing nature, the client(s) accepts responsibility for notifying JDTS in advance of provision of audio files in order that work can be scheduled to meet client(s) deadlines. Failure to do so may result in delay of delivery of completed work.
- vii. Late delivery does not entitle the client to withhold agreed payment for work completed.
- viii. Where a client(s) cancels an order, charges for work already completed will be payable.
- ix. Replacement transcripts are available for 30 days only.
- x. The client(s) undertakes to provide a purchase order at the time of confirming a request for service. Should the client fail to provide a purchase order, delivery of work shall be accepted when tendered and thereupon on notification of completion of service the ownership shall pass to the client(s) and payment become due.
- xi. Invoices are issued by emailed PDF on the deadline date, payable by bank transfer on presentation, unless agreed in advance, or subject to purchase order conditions agreed by JDTS.
- xii. All transactions must be in British Pound Sterling. JDTS cannot accept payments in foreign currency. JDTS is unable to invoice US companies or process W8 forms.
- xiii. The client(s) holds the necessary rights, title and interest, whether in copyright or arising from any other area of law, contract or arrangement, in the recordings and transcription source in respect of which transcription and other contracted services have been sought from JDTS.
- xiv. The client(s) undertakes to defend, indemnify and hold harmless JDTS against any claim(s), action(s), loss or damage arising from any infringement of copyright in the recordings and transcription source.
- xv. The client shall indemnify JDTS in respect of any loss, damages, costs (including reasonable legal fees), expenses or any other claims suffered by JDTS and arising out of any publication

of transcribed data, or libellous or illegal matter contained in any material printed or produced for the client.

- xvi. All incoming email and media will be scanned for viruses. JDTS reserves the right to refuse media that is corrupt or not supported by relevant software. JDTS endeavours to scan outgoing emails and attachments for viruses, etc. but the responsibility for checking for viruses, Trojans, etc. lies with the client(s).
- xvii. JDTS assumes no liability for loss or damage to physical or digital data or media transferred to us by post, or online, and cannot guarantee safe or timely return of goods to sender. It is the sole responsibility of the client(s) to ensure that they maintain copies of recordings, tapes, audio files and documents including undertaking to insure for loss or damage to Dictaphones or audio equipment provided to JDTS.
- xviii. JDTS accepts no liability for loss or damage arising from errors and inaccuracies in transcripts. It is the client's responsibility to check for errors and accuracy before use.
- xix. By accepting work or services agreed upon, the client(s) assume full responsibility for proof-reading and accuracy of documents, final product or service. Errors or omissions raised by the client(s) within 48 hours of receipt will be amended without charge to the client(s). Further additions and amendments requested by the client(s) will be charged for.
- xx. JDTS transcripts do not constitute a statement of truth in a court of law and JDTS does not guarantee accuracy for legal purposes.
- xxi. In the event of conflict between these terms and conditions and other terms and conditions or agreements signed by JDTS, these terms and conditions shall take precedence.
- xxii. JDTS reserves the right to change the Terms at any time by notifying the client(s) in writing. It is the client(s) responsibility to refer to, familiarise itself with and comply with all the Terms and any other terms and conditions as agreed to between the parties. The client(s) continued use of this service after changes are notified in writing constitutes an express acceptance of these Terms and any other conditions.
- xxiii. The following words herein have the following meaning assigned to them:
 1. "*recordings and transcription source*" means any correspondence, documentation, literary, artistic or musical work, sound or other audio recording or broadcasts, program carrying signals, computer programs, or any other work, program, recording whether protected by copyright or not.
 2. "*confidential or protected information*" means any confidential or private materials, correspondence, documentation, advice, information, know-how, record or other sensitive knowledge or information arising from the recordings and transcription source and obtained, accessed or received by JDTS.
 3. "*quoted value of a transcription or other service*" means the value which JDTS and the client agree as being the fee payable to JDTS in respect of any transcription or other services.