



TAKE NOTE TERMS AND CONDITIONS

These Conditions govern the supply of Services by Take Note Ltd, a limited company registered in England and Wales (registration number 05954367), whose registered address is at Three Tuns House, 109 Borough High Street, London, SE1 1NL (**Take Note**).

1. Interpretation

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

1.2 Definitions:

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

Client: the person who purchases Services from Take Note.

Client Default: has the meaning set out in clause 4.3.

Client Materials: any materials that the Client provides to Take Note to enable Take Note to perform the Services, including documents, audio, and video.

Client's Premises: any premises at which Take Note or its employees, officers, or Subcontractors attends the Client in order to perform any of the Services.

Conditions: these terms and conditions.

Contract: the contract between Take Note 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

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

Deliverables: the documents produced by Take Note 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 Take Note.

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 Take Note is providing Services under the Contract.

Portal: means Take Note's 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: Take Note's quotation (provided via the Portal, by telephone, or in writing) for the supply of the Services.

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

Services Schedule: Schedule 1 to these Conditions.

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

Subcontractor: a subcontractor engaged by Take Note to perform the Services.

Take Note IPR: Intellectual Property Rights belonging to Take Note 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 Take Note 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 Take Note, including any descriptions contained in Take Note's website, are issued or published for the sole purpose of giving

an approximate idea 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 Take Note shall not constitute an offer and are subject to change until Take Note 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 Take Note 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 Take Note warrants to the Client that the Services shall be provided using reasonable care and skill.

4. Client's obligations and Client Materials

- 4.1 The Client shall:
 - (a) co-operate with Take Note in all matters relating to the Services;
 - (b) provide Take Note, its employees, and subcontractors, with access to the Client's Premises as reasonably required by Take Note for the performance of the Services;
 - (c) provide Take Note with such information as Take Note 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
 - (d) comply with all applicable laws, including health and safety laws.
- 4.2 The Client warrants that any information it supplied to Take Note upon which Take Note based the Quotation or the Specification is true and complete.
- 4.3 If Take Note's 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 Default**):
 - (a) without limiting or affecting any other right or remedy available to it, Take Note 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 Take Note's performance of any of its obligations;

- (b) Take Note shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from Take Note's failure or delay to perform any of its obligations as set out in this clause 4.3; and
- (c) the Client shall reimburse Take Note on written demand for any costs or losses sustained or incurred by Take Note arising directly or indirectly from the Client Default.

4.4 Take Note 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) Take Note shall inform the Client that Take Note will not provide the Services;
- (b) no Charges shall be payable for the Services that Take Note declines to provide and Take Note shall refund to the Client any Charges that the Client has already paid for those Services;
- (c) Take Note 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 Take Note 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 Take Note's standard rates applicable at the time the Services are performed.

5.2 Take Note's standard rates for the Supply of Services are available on request.

5.3 Take Note 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. Take Note 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 Take Note 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, Take Note reserves the right to invoice upon the provision of each Deliverable. Where Take Note 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 Take Note within 30 days of the date of the invoice or in accordance with any credit terms agreed by Take Note and confirmed in writing to the Client.

- 5.6 Time for payment of Take Note' invoices shall be of the essence of the Contract.
- 5.7 All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by Take Note to the Client, the Client shall, on receipt of a valid VAT invoice from Take Note, pay to Take Note 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 Take Note under the Contract by the due date, then, without limiting Take Note's 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 Santander UK plc.
- 5.9 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding.

6. Intellectual property rights

- 6.1 Take Note 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 Take Note 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 Take Note warrants that, except to the extent they incorporate the Client Materials, Take Note 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 have been licensed the Intellectual Property Rights in the Client Materials, and that the use of the Client Materials by Take Note and its Subcontractors in accordance with these Conditions shall not infringe the Intellectual Property Rights of any third party.
- 6.4 The Client grants Take Note 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 Take Note for the purpose of providing the Services to the Client.
- 6.5 Take Note shall execute any document or do any other thing necessary to give full effect to clause 6.1, provided that the Client shall reimburse Take Note's 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 Take Note IPR.

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

7.3 Take Note 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 Take Note's obligations under the Contract. Take Note 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 Take Note 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 Take Note 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 Take Note is the data processor in respect of any Personal Data.

8.2 Take Note 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 Take Note 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 Take Note 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 Take Note may authorise third parties (**Sub-processors**) to process the Personal Data in connection with the Services provided that Take Note 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 Take Note 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, Take Note shall not be liable for any claim brought by a Data Subject arising from any action or omission by Take Note or its Sub-processors, to the extent that such action or omission resulted directly from the Client's instructions.
- 8.8 Take Note and its Sub-processors may transfer the Personal Data out of the EEA, and the Client warrants and represents that it has obtained any consents necessary to permit such transfer.
- 9. Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.**
- 9.1 Nothing in the Contract shall limit or exclude Take Note's 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**, Take Note 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, Take Note's 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, Take Note 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, Take Note may suspend the supply of Services under the Contract or any other contract between the Client and Take Note 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 Take Note 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 Take Note all of Take Note's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Take Note 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. Non-solicitation

- 12.1 If, during the term of the Contract or within six months following the performance of any Services, a Subcontractor is engaged (directly or indirectly) by the Client or by any person to whom the Client has introduced the Subcontractor, the Client shall pay Take Note an introduction fee of £5,000 (plus VAT if applicable).

13. General

- 13.1 **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.
- 13.2 **Assignment and other dealings.**
- (a) Take Note 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 Take Note.
- 13.3 **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.

13.4 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

13.5 **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.

13.6 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

13.7 **Notices.**

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered:

(i) by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(ii) in the case of notices sent by Take Note, by email to the Client's email address associated with its Take Note Portal account or any email address previously used by the Client to communicate with Take Note; or

(iii) in the case of notices sent by the Client, by email to Take Note's email address associated with its Take Note Portal account or any email address previously used by Take Note to communicate with the client.

(b) Any notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second day after posting or at the time recorded by the delivery service; if sent by email to the correct email address at 9.00 am on the day following the day the email is sent.

- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

13.8 **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.

13.9 **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.

13.10 **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.

Services Schedule

1. Accuracy and Amendments

- 1.1 If a Deliverable does not accurately reflect the relevant Client Materials, Take Note shall correct such inaccuracy at no cost to the Client, provided that the Client notifies Take Note of the inaccuracy within seven days after Take Note provides the Deliverable. If the Client does not notify Take Note of an inaccuracy within seven days of receipt of the Deliverable the Client shall be deemed to accept the accuracy of the Deliverable.
- 1.2 If within seven days after receiving a Deliverable the Client requests an amendment to a Deliverable (for a reason other than inaccuracy under paragraph 1.1), Take Note shall make the amendment at no further cost to the Client provided that:
 - (a) the Client has complied with its obligations regarding the Client Materials;
 - (b) the amendment is within the scope of the Specification for the Deliverable; and
 - (c) Take Note shall not be obliged to amend any Deliverable on more than one occasion.
- 1.3 Take Note may agree to make amendments beyond the scope of paragraph 1.2, subject to the Client agreeing to pay any further Charges specified by Take Note.
- 1.4 If the Client wishes Take Note to omit any information from a Deliverable, or to anonymise or pseudonymise any information, the Client must expressly request that Take Note do this. Provided that such a request is made before Take Note starts to produce the Deliverable, Take Note shall use reasonable endeavours to comply with the request. If the request is not set out in the Specification or in the Order, Take Note may amend its fees for providing the Services and the timescales for providing the Deliverables by notifying the Client.

2. Take Note Portal

- 2.1 Take Note provides the Services using the Portal.
- 2.2 Unless expressly agreed otherwise by Take Note, the Client shall provide the Client Materials by uploading them to the Portal.
- 2.3 If Take Note agrees to accept the Client Materials otherwise than as uploads to the Portal, the Client agrees that Take Note shall convert them into a format suitable for upload to the Portal and shall upload them to the Portal.
- 2.4 Unless expressly agreed otherwise, Take Note may provide the Deliverables via the Portal or by email. Take Note shall provide the Deliverables to the Client contact who instructed Take Note, unless Take Note has been expressly instructed to do otherwise.

3. Turnaround Times

- 3.1 Where the Contract provides that Take Note shall perform the Services or provide Deliverables within a given amount of time, the time shall be counted from the time when all of the Client Materials required to perform the Services or provide the Deliverables have been uploaded to the Portal.
- 3.2 Due to the complex and subjective nature of language translation Services, any timescales set out in the Order or the Specification for such Services are non-binding guidelines, unless expressly agreed otherwise in writing.
- 3.3 If a Deliverable has not been provided within the relevant timescale, the Client must inform Take Note within 48 hours of the expiry of the timescale.

4. Live Notetaking

- 4.1 **Live Notetaking** means any Service that requires a person engaged by Take Note (a **Notetaker**) to attend the Client's Premises to perform a service. In this Service Schedule each such attendance is referred to as an **Assignment**.
- 4.2 When requesting a Live Notetaking Service the Client shall specify the time, date, location and duration of the relevant Assignment. The Client may cancel the Assignment, in the same way that the Client booked it. If the Client cancels the Assignment less than 24 hours before the start of the Assignment Take Note may charge the Client a cancellation fee equal to the Charges for the booked duration of the Assignment.
- 4.3 Unless expressly agreed otherwise:
- (a) Charges for Live Notetaking are calculated based on the hourly rate specified in the Quotation or (if no rate is specified) at Take Note's then current rates, calculated to the nearest quarter of an hour;
 - (b) the Charges for an Assignment shall be calculated using the agreed duration of the Assignment or, if the Assignment continues for longer than the agreed duration, for the actual amount of time the Assignment lasts;
 - (c) in addition to the Charges for the Live Notetaking Services the Client shall pay to Take Note the reasonably incurred travel (outside Central London), accommodation, and other expenses of the Notetaker. These charges, if necessary, and within a timely manner, may be invoiced separately after the Notetaking booking has been completed.
- 4.4 Take Note cannot guarantee that a Notetaker shall be available for longer than the agreed duration of an Assignment.
- 4.5 Take Note shall use reasonable endeavours to ensure that the Notetaker is appropriately skilled to undertake the Assignment.

- 4.6 If the Notetaker's performance of the Services at the Assignment is not to the reasonable satisfaction of the Client, the Client may terminate the Assignment by asking the Notetaker to leave or by informing Take Note, provided that the Client shall do so:
- (a) no later than 30 minutes after the start of the Assignment, if the agreed duration is two hours or less; or
 - (b) no later than one hour after the start of the Assignment, if the agreed duration is more than two hours.
- 4.7 If the Client terminates an Assignment in accordance with paragraph 4.6, Take Note shall not charge the Client for the Assignment or shall refund the Charges for the Assignment if the Client has already paid them.
- 4.8 If the Notetaker is late for an Assignment or not does not attend:
- (a) the Client shall inform Take Note as soon as possible;
 - (b) Take Note shall not charge the Client for any part of the agreed Assignment during which the Notetaker is absent or shall refund those charges if the Client has already paid them; and
 - (c) the Client and Take Note shall use reasonable endeavours to agree an alternative means for Take Note to provide the Deliverables that were to be produced from the Attendance (for example, by arranging for a Notetaker to attend the Client by telephone link, or preparing the Deliverables from an audio recording provided by the Client).
- 4.9 Subject to clause 9.1 of the Conditions, paragraphs 4.7 and 4.8 set out the Client's exclusive remedy respectively for the Notetaker failing to perform to the reasonable satisfaction of the Client and for late attendance or non-attendance by a Notetaker.
- 4.10 The Client shall supervise the Notetaker for the duration of the Assignment, and shall ensure the Notetaker is provided with suitable working conditions in order to carry out the Assignment. This includes, a suitable power source for the Notetaker's equipment, a clear and stable working space including a desk and appropriate chair, and an area where the speech the Notetaker needs to hear is clearly audible without distractions.
- 4.11 Notetakers shall be under the direction and control of the Client for the duration of the Assignment. The Client shall promptly notify the Notetaker and Take Note of any relevant health and safety considerations relating to the Assignment.
- 4.12 The Client shall indemnify and keep indemnified and hold harmless Take Note from and against any losses, damages, liability, costs (including legal fees), expenses, claims, actions, proceedings, arising out of, or in connection with any claim by a third party in relation to an Assignment.

5. Cancellation

- 5.1 Except where these terms state otherwise, the Client shall not be entitled to cancel any of the Services under the Contract, but Take Note may agree to cancel a Service at the Client's request.