

Standard Terms and Conditions



BACKGROUND:

- (1) **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, United Kingdom (the “**Service Provider**”) provides transcription services to business clients.
- (2) The Service Provider has reasonable skill, knowledge and experience in that field.
- (3) These Terms and Conditions apply to the provision of services by the Service Provider to its clients.

1. Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“Charges”	means the charges payable by the Client for the supply of the Services, and any other sums payable by the Client, in accordance with the Contract;
“Client”	means the person who purchases Services from the Service Provider;
“Client Materials”	means any materials that the Client provides to the Service Provider to enable the supply of the Services, including documents, audio, and video;
“Client’s Premises”	means any premises at which the Service Provider, or its employees, officers, or Subcontractors, attends the Client in order to perform any of the Services;
“Confidential Information”	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with this Agreement (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
“Contract”	means the contract between the Service Provider and the Client for the supply of Services;

“Data Protection Legislation”	means any data protection legislation from time to time in force in the United Kingdom including, but not limited to, the Data Protection Act 2018, any legislation which succeeds or supplements that Act, the UK GDPR as given effect in United Kingdom law by the provisions of the European Union (Withdrawal) Act 2018, and, for as long as and to the extent that the law of the European Union has legal effect in the United Kingdom, EU Regulation 2016/679 General Data Protection Regulation (“the GDPR”) as well as any other directly applicable European Union data protection or privacy regulations;
“personal data” and “processing”	have the same meaning as set out in the Data Protection Legislation;
“Deliverables”	means the documents produced by the Service Provider for the Client in the course of the Services;
“Intellectual Property Rights”	means (a) any and all rights in any patents, trademarks, service marks, registered designs, applications (and rights to apply for any of those rights) trade, business and company names, internet domain names and e-mail addresses, unregistered trademarks and service marks, copyrights, database rights, know-how, rights in designs and inventions; (b) rights under licences, consents, orders, statutes or otherwise in relation to a right in paragraph (a); (c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b) which now or in the future may subsist; and (d) the right to sue for past infringements of any of the foregoing rights;
“Take Note IPR”	means Intellectual Property Rights belonging to Take Note and subsisting prior to the commencement of Services;
“Order”	means 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 the Service Provider;
“Portal”	means the Service Provider's web-based ordering and document processing platform;

- “Quotation”** means the Service Provider's quotation, provided via the Portal, by telephone, or in writing. for the supply of the Services;
- “Services”** means the services, including the Deliverables, supplied by the Service Provider to the Client as set out in the Specification;
- “Specification”** means the description or specification, provided by the Service Provider via the Portal, in writing, or by telephone, of the Service.

- 1.2 Unless the context otherwise requires, each reference in this Agreement to:
 - 1.2.1 “writing”, and any cognate expression, includes a reference to any communication effected by electronic transmission or similar means;
 - 1.2.2 a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;
 - 1.2.3 “the Contract” is a reference to the Contract as defined in Clause 2;
 - 1.2.4 a Schedule is a schedule to this Agreement; and
 - 1.2.5 a Clause or Paragraph is a reference to a Clause of this Agreement (other than the Schedules) or a Paragraph of the relevant Schedule.
 - 1.2.6 a "Party" or the "Parties" refer to the parties to the Contract.
- 1.3 The headings used in these Terms and Conditions are for convenience only and have no effect upon the interpretation of the Contract.
- 1.4 Words imparting the singular number include the plural and vice versa.
- 1.5 References to any gender include the other gender.
- 1.6 References to persons include corporations.

2. Basis of Contract

- 2.1 The Order constitutes an offer by the Client to purchase Services in accordance with these Terms and Conditions, the Specification, and the Quotation.
- 2.2 The Order will be deemed to be accepted only when the Service Provider confirms acceptance of the Order, at which point and on which date the Contract comes into existence.
- 2.3 Any descriptive matter or advertising issued by the Service Provider, including any descriptions contained in the Service Provider's website, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They do not form part of the Contract or have any contractual force.
- 2.4 These Terms and 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 the Service Provider does not constitute an offer and is subject to change until the Service Provider confirms acceptance of an Order relating to that Quotation.

- 2.6 The Contract incorporates:
- a) these Terms and Conditions;
 - b) the Schedules to these Terms and Conditions;
 - c) the Data Processing Agreement as set out in Clause 10;
 - d) the Quotation; and
 - e) the Specification.

In the event of any conflict or inconsistency between any of those documents, a document appearing earlier in this list will take precedence over a document later in the list.

3. Provision of the Services

- 3.1 The Service Provider shall provide the Services with reasonable skill and care.
- 3.2 The Service Provider shall use reasonable endeavours to supply the Services to the Client in accordance with the Order, the Specification, and the provisions of Schedule 1 in all material respects.
- 3.3 The Service Provider shall comply with all statutes, regulations, byelaws, standards, codes of conduct and any other rules relevant to the provision of the Services.

4. Client's Obligations and Client Materials

- 4.1 The Client shall:
- a) cooperate with the Service Provider in all matters relating to the Services;
 - b) provide the Service Provider, its employees, and subcontractors with access to the Client's Premises as reasonably required by the Service Provider for the performance of the Services;
 - c) provide the Service Provider with such information as may reasonably be required 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 the Service Provider upon which the Service Provider based the Quotation or the Specification is true and complete.
- 4.3 If the Service Provider'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 (a "Client Default") then:
- a) without limiting or affecting any other right or remedy available to it, the Service Provider may suspend performance of the Services until the Client remedies the Client Default, and may 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 the Service Provider's performance of any of its obligations;

- b) the Service Provider will not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Service Provider's failure or delay to perform any of its obligations as set out in this Clause 4.3; and
 - c) upon written demand, the Client shall reimburse the Service Provider for any costs or losses sustained or incurred by the Service Provider arising directly or indirectly from the Client Default.
- 4.4 In the event that the Service Provider requires the decision, approval, consent or any other communication from the Client in order to continue with the provision of the Services or any part thereof at any time, the Client shall provide the same in a reasonable and timely manner.
- 4.5 The Service Provider reserves the right not to provide the Services if, upon 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) the Services Provider shall inform the Client that it will not provide the Services;
 - b) no Charges will be payable for the Services that the Service Provider declines to provide, and the Service Provider shall refund to the Client any Charges already paid for those Services; and
 - c) the Service Provider 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 the Service Provider on the basis set out in the Quotation and in accordance with the Contract. If the Quotation does not set out the Charges payable by the Client for the supply of the Services, such Charges will be calculated using the Service Provider's standard rates applicable at the time the Services are performed.
- 5.2 The Service Provider's standard rates for the supply of Services are available upon request.
- 5.3 The Service Provider may amend the Charges if the Client Materials supplied differ from those described when the Client requested the Quotation, or if the information that the Quotation was based on is materially inaccurate. The Service Provider 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 does not excuse the Client's obligation to pay the amended Charges.
- 5.4 The Service Provider 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, the Service Provider reserves the right to invoice upon the provision of each Deliverable. Where the Service Provider invoices upon the provision of an individual Deliverable, the amount invoiced will be the part of the Charges that relates to that Deliverable.
- 5.5 The Client shall pay each invoice submitted by the Service Provider within 30 days of the date of the invoice, or in accordance with any credit terms otherwise agreed by the Service Provider and confirmed in writing to the Client.
- 5.6 The Client shall make all payments required to be made pursuant to the

Contract in British pound sterling in cleared funds to such bank in England as the Service Provider may from time to time nominate, without any set-off, withholding or deduction except such amount (if any) of tax as the Client is required to deduct or withhold by law.

- 5.7 All amounts payable by the Client under the Contract are exclusive of any amounts in respect of value added tax (VAT) that may be chargeable. Where any taxable supply for VAT purposes is made under the Contract, the Client shall, upon receipt of a valid VAT invoice from the Service Provider, pay to the Service Provider 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 In the event that the due date for a payment falls on a non-working day in the United Kingdom, the payment will instead be due on the closest working day.
- 5.9 If the Client fails to pay on or before the due date any amount which is payable to the Service Provider pursuant to the Contract then, without prejudice to any other right or remedy the Service Provider may have, whether under the Contract or otherwise, and notwithstanding Clause 11.3, the unpaid amount will bear interest from the due date until payment is made in full, whether before or after any judgment. Interest under this Clause 5.9 will accrue daily at a rate of 4% per annum over the Bank of England base rate from time to time in force, but at 4% per annum for any period when that base rate is below 0%.
- 5.10 The Parties agree that, with respect to this Clause 5, time is of the essence of the Contract.

6. Liability

- 6.1 Nothing in the Contract limits or excludes the Service Provider’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 law.
- 6.2 Subject to Clause 6.1, the Service Provider will 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 or damage to goodwill; and
 - g) any indirect or consequential loss.
- 6.3 Subject to Clause 6.1, the Service Provider’s total liability to the Client, whether in contract, tort (including negligence), for breach of statutory duty or otherwise arising under or in connection with the Contract is limited to the total Charges paid by the Client under the Contract in the 12 months preceding the event giving rise to the first claim.

6.4 This Clause 6 survives the termination of the Contract.

7. Intellectual Property Rights

- 7.1 The Service Provider 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 will vest in the Client upon their creation.
- 7.2 The Client grants the Service Provider, 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 purposes of providing the Services to the Client.
- 7.3 The Service Provider warrants that, except to the extent they incorporate the Client Materials, it owns or has been licensed all of the Intellectual Property Rights immediately prior to their vesting under Clause 7.1.
- 7.4 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 Material by the Service Provider and its subcontractors pursuant to the Contract does not infringe the Intellectual Property Rights of any third party.
- 7.5 The Service Provider shall execute any document or take any other reasonable steps necessary to give full effect to Clause 7.1, subject to reimbursement by the Client of the Service Provider's reasonable costs in so doing.
- 7.6 This Clause 7 notwithstanding, nothing in the Contract assigns or grants rights over any Take Note IPR.

8. Confidentiality

- 8.1 Each Party undertakes that, except as authorised in writing by the other Party, it shall, at all times during the continuance of the Contract and after its termination:
 - 8.1.1 keep confidential all Confidential Information;
 - 8.1.2 not disclose any Confidential Information to any other party;
 - 8.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of the Contract;
 - 8.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and
 - 8.1.5 ensure that none of its directors, officers, employees, agents, subcontractors or advisers does any act which, if done by that Party, would be a breach of the provisions of Clauses 8.1.1 to 8.1.4 above.
 - 8.2 Either Party may:
 - 8.2.1 disclose any Confidential Information to:
 - a) any subcontractor or supplier of that Party;
 - b) any governmental or other authority or regulatory body; or
 - c) any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;
- to such extent only as is necessary for the purposes contemplated by the Contract (including, but not limited to, the provision of the Services), or as required by law. In each case that Party shall first inform the

person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under Clause 8.2.1(b) or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of this Clause 8, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and

8.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Contract, or at any time after that date, becomes public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information that is not public knowledge.

8.3 The provisions of this Clause 8 continue in force in accordance with their terms, notwithstanding the termination of the Contract for any reason.

9. Data Protection

9.1 Any personal data that the Service Provider may process for the purposes of the performance of the Contract, managing its relationship with the Client, or any similar purpose will be processed in accordance with the provisions of the Data Protection Legislation.

9.2 The nature, scope and purpose of processing pursuant to Clause 9.1, as well as the rights to which data subjects are entitled in relation to such processing, are described in the Service Provider’s Privacy Notice available at the Service Provider’s website.

10. Data Processing

10.1 The Parties agree that they shall both comply with all applicable data protection requirements set out in the Data Protection Legislation.

10.2 All personal data to be processed by the Service Provider on behalf of the Client under the Contract will be processed in accordance with the terms of the Service Provider’s Data Processing Addendum, which forms part of the Contract.

10.3 Subject to Clause 10.1, and notwithstanding Clause 10.2, the Parties may execute an alternative Data Processing Agreement with respect to personal data to be processed by the Service Provider on behalf of the Client under this Agreement. Any such alternative Data Processing Agreement will form part of the Contract in place of the Service Provider’s Data Protection Addendum.

11. Term and Termination

11.1 Without affecting any other right or remedy available to it, either Party may immediately terminate the Contract by giving written notice to the other Party if:

- a) the other Party commits a material breach of the provisions of the Contract and, if the breach is capable of remedy, fails to remedy it within 14 days after being given written notice giving full particulars of the breach and requiring it to be remedied;
- b) an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;

- c) the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
 - d) the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under the Contract);
 - e) anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;
 - f) that other Party ceases, or threatens to cease, to carry on business; or
 - g) control of that other Party is acquired by any person or connected persons not having control of that other Party on the date of the Contract. For the purposes of this Clause 11, “control” and “connected persons” have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.
- 11.2 For the purposes of Clause 11.1(a), a breach is considered capable of remedy if the Party in breach can comply with the provision in question in all respects.
- 11.3 Without affecting any other right or remedy available to it, the Service Provider 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 or before the due date for payment.
- 11.4 Without affecting any other right or remedy available to it, the Service Provider may suspend the supply of Services under the Contract, or any other agreement between the Client and the Service Provider, if:
- a) the Client fails to pay any amount due under the Contract on or before the due date for payment; or
 - b) the Client becomes subject to, or the Service Provider reasonably believes that the Client is about to become subject to, any of the events listed in Clauses 11.1(b) to 11.1(g).

12. Effects of Termination

Upon the termination of the Contract for any reason:

- 12.1 any sum owed to the Service Provider by the Client under any of the provisions of the Contract becomes immediately due and payable;
- 12.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Contract remain in full force and effect;
- 12.3 termination does not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of the Contract which existed at or before the date of termination;
- 12.4 subject as provided in this Clause 12, and except in respect of any accrued rights, neither Party will be under any further obligation to the other;
- 12.5 each Party shall (except to the extent referred to in Clause 8) immediately cease to use, either directly or indirectly, any Confidential Information, and shall

immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information.

13. Force Majeure

No Party to the Contract will be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

14. No Waiver

No failure or delay by either Party in exercising any of its rights under the Contract will be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Contract will be deemed to be a waiver of any subsequent breach of the same or any other provision.

15. Set-Off

Neither Party is entitled to set off any sums in any manner from payments due or sums received in respect of any claim under the Contract, or any other agreement, at any time.

16. Assignment and Sub-Contracting

16.1 The Service Provider may at any time assign any or all of its rights and obligations under the Contract.

16.2 The Client shall not assign any of its rights or obligations under the Contract without the prior written consent of the Service Provider, such consent not to be unreasonably withheld.

17. Relationship of the Parties

Nothing in the Contract constitutes or will be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Contract.

18. Non-Solicitation

18.1 The Client shall not, during the term of the Contract and for a period of six months after its termination or expiry, employ or contract the services of any person who is or was employed or otherwise engaged by the other Party at any time in relation to the Contract.

18.2 In particular with respect to Live Notetaking (as described in Schedule 1, Paragraph 4), the Service Provider may from time to time, and at its absolute discretion, provide the Client with contact information for an employee or subcontractor of the Service Provider in order to facilitate the provision of the Services and for a specific engagement of work only. The Client shall not use any such contact information for any purpose other than the facilitation of that specific engagement of work, and shall not retain, copy, or otherwise process the contact information for any longer than the duration of that specific engagement of work.

19. Third Party Rights

- 19.1 No part of the Contract is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 does not apply to the Contract.
- 19.2 Subject to this Clause 19, the Contract will continue and be binding on the transferee, successors and assignees of either Party as required.

20. Notices

- 20.1 All notices under the Contract will be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.
- 20.2 Notices are deemed to have been duly given:
 - 20.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or
 - 20.2.2 when sent, if transmitted by e-mail and a successful transmission report or return receipt is generated; or
 - 20.2.3 on the fifth working day following mailing, if mailed by national ordinary mail, postage prepaid; or
 - 20.2.4 on the tenth working day following mailing, if mailed by airmail, postage prepaid.

In each case notices must be addressed to the most recent address or e-mail address notified to the other Party.

21. Entire Agreement

- 21.1 The Contract, as defined in Clause 2, contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.
- 21.2 Each Party acknowledges that, in entering into the Contract, it does not rely on any representation, warranty or other provision except as expressly provided in the Contract, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

22. Severance

In the event that one or more of the provisions of the Contract is found to be unlawful, invalid or otherwise unenforceable, such provisions will be deemed severed from the remainder of the Contract. The remainder of the Contract will be valid and enforceable.

23. Law and Jurisdiction

- 23.1 The Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) is governed by, and construed in accordance with, the laws of England and Wales.
- 23.2 Any dispute, controversy, proceedings or claim between the Parties relating to the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) falls within the jurisdiction of the courts of England and Wales.

Standard Terms and Conditions



SCHEDULE 1: The Services

1. Accuracy and Amendments

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

2. Take Note Portal

- 2.1 The Service Provider provides the Services using the Portal.
- 2.2 Unless expressly agreed otherwise by the Service Provider, the Client shall provide the Client Materials by uploading them to the Portal.
- 2.3 If the Service Provider agrees to accept the Client Materials otherwise than as uploads to the Portal, the Service Provider 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, the Service Provider shall provide the Deliverables via the Portal.
- 2.5 The Service Provider shall provide the Deliverables to the individual contact at the Client who instructed the Service Provider (the "Client Contact"). The Client Contact may specify additional recipients for the Deliverables either via the Portal or by notifying the Service Provider in writing.

3. Turnaround Times

- 3.1 Where the Contract provides that the Service Provider will perform the Services or provide Deliverables within a given amount of time, that 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 In the event that a Deliverable has not been provided within the relevant timescale, the Client shall inform the Service Provider within 48 hours of the expiry of that timescale.

4. Live Notetaking

- 4.1 Live Notetaking means a person engaged by the Service Provider (a "Notetaker") attending the Client's Premises, or otherwise joining the Client's proceedings via videoconferencing or other similar technology, to perform the Services in real time. Each such attendance is referred to as an "Assignment".
- 4.2 When requesting Live Notetaking, 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, the Service Provider 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 the Service Provider's rates applicable at the time of the Assignment, in each case calculated to the nearest 15 minutes;
 - b) the Charges for an Assignment will be calculated using the agreed duration of the Assignment or, if the Assignment continues for longer than the agreed duration, for the total duration of the Assignment; and
 - c) in addition to the Charges for Live Notetaking, the Client shall pay to the Service Provider the reasonably incurred travel (outside Central London), accommodation, and other expenses of the Notetaker. If necessary, and in a timely manner, any such additional amounts may be invoiced separately after the Assignment has been completed.
- 4.4 The Service Provider cannot guarantee that a Notetaker will be available for longer than the agreed duration of an Assignment.
- 4.5 The Service Provider shall use reasonable endeavours to ensure that the Notetaker is appropriately skilled to complete the Assignment.
- 4.6 In the event that 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 the Service Provider, provided that the Client does 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 4.7, the Service Provider 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 then:
- a) the Client shall inform the Service Provider as soon as possible;
 - b) the Service Provider 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 the Service Provider shall use reasonable endeavours to agree an alternative means for the Service Provider to provide the Deliverables that were to be produced from the Assignment (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 6.1, 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 will be under the direction and control of the Client for the duration of the Assignment. The Client shall promptly notify the Notetaker and the Service Provider of any relevant health and safety considerations relating to the Assignment.
- 4.12 The Client shall indemnify and keep indemnified and hold harmless the Service Provider from and against any losses, damages, liability, costs (including legal fees), expenses, claims, actions, and 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 expressly stated otherwise in the Contract the Client is not be entitled to cancel any of the Services under the Contract, but the Service Provider may agree to cancel a Service at the Client's request.