



## Terms & Conditions

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By using Acolad UK LTD Legal transcription services, you agree to the terms and conditions as set out below.

### QUOTES AND DEADLINES

1. Quotes are valid until 6pm on the date of issue. After this expiration time, deadlines may be transferable subject to availability.
2. Quotes are based on the information provided by the client in their EX107 form. They are subject to the availability then the quality and consistency of the audio file. For Criminal and Civil transcripts, audio files will be provided by the court based on the information in the EX107 form. Acolad UK LTD is not responsible for the delays from the court to provide audio files.
3. Turnaround times quoted in 'days' refer to working days, Monday to Friday.
4. For example a three day order placed at 10am on Friday will be due by Close Of Business on Wednesday.
5. Close of Business is usually 6pm but can be extended to 7pm.
6. By default transcripts are sent by email as an unencrypted Word docx format. Further security measures are freely available but must be requested in advance.

### PAYMENT

1. If the client has not already got an existing account set up, if the account has been dormant for more than a year or we have a poor credit history with an existing user, Acolad UK LTD will require prepayment equivalent to the estimate provided at the moment of quote, including VAT.
2. Prepayment can be carried out by BACS or on-line banking.
3. If the client has already got an existing account set up, invoices are issued by emailed PDF few days after the deadline date, payable by card or bank transfer within 15 days after the invoice is sent.
4. Acolad UK LTD cannot accept instructions on a "paid when paid" or "pay at the end of the case" basis.
5. No export restrictions are applicable, but all transactions must be in British Pound Sterling. The client must pay all conversion and bank fees for overseas payments.
6. Acolad UK LTD cannot accept payments in foreign currency.
7. All quotes, fees and prices are subject to VAT at 20%, unless point of origin is exempt from UK VAT.
8. Invoices must be paid by UK entities, or by arrangement EU companies only by express agreement.  
We are unable to invoice US companies or process W8 forms.

# REFUND AND CANCELLATION

1. Refunds are available after commencement of work however this at the discretion of Acolad UK LTD.  
As a minimum, any cancellations after production of the transcript has commenced will result in a fee for the number of folios (every 72 words transcribed) written by that point. The client will be provided with the work that has been produced up to the point of cancellation.
2. Where a client cancels an order, charges for work already completed will be payable.
3. Complaints should be notified in writing or email to Acolad UK LTD, within 10 days of receipt of work. Complaints made after this date will not be entered into.

# ACCURACY

1. If the customer is not satisfied with the first draft of a transcription, further proofing and revisions are provided at no extra charge within the scope of the agreed quotation.
2. Where audio is good, 98% accuracy is promised. Where audio is of poor quality, transcripts may be incomplete and no accuracy level is guaranteed. Refunds are not offered for incomplete or inaccurate transcripts due to poor quality audio, except at Acolad UK LTD's discretion.
3. Acolad UK LTD accepts no liability for loss or damage arising from errors and inaccuracies in our transcripts. It is the client's responsibility to check for errors and accuracy before use.
4. Acolad UK LTD is an approved transcriber for the Ministry of Justice that make our Legal transcripts usable in courts.
5. Any complaint regarding transcripts, work or invoices, must be made in writing to Acolad UK LTD within 10 days of receipt of the work or invoice in question.

# DELIVERY AND TIMESCALES

1. 100% email deliverability is not possible or guaranteed, due to the nature of email. If you require guaranteed delivery we advise using Acolad UK LTD secure extranet to receive transcripts.
2. Acolad UK LTD endeavours to deliver transcripts by 6pm on the agreed deadline date. However deadlines are estimates and are subject to revision. Late delivery does not entitle the client to withhold agreed payment for work completed.
3. Acolad UK LTD cannot accept liability for loss or damage arising from delays in completion of work, delivery of transcripts or return of physical media.
4. Quotes are provisional and subject to ongoing capacity.

# LIABILITY

1. Acolad UK LTD shall not be liable to any client or any third party in any circumstances whatsoever for any direct or consequential loss or damage of any kind (including loss of profit) and the client shall indemnify UK Transcription against all claims and demands for any such consequential loss or damage.
2. It is company policy that Acolad UK LTD will not sign any contract or agreement that contains an indemnity or loss liability clause. In special cases where an indemnity clause or consequential loss clause is required by the client, this may be specially negotiated at Acolad UK LTD's discretion. Any such agreement must, in order to be deemed valid by Acolad UK LTD, be additionally ratified by a separate digitally signed contract setting out the scope and limitations of the clause, and signed by at least two senior staff members of Acolad UK LTD including the MD.
3. Acolad UK LTD 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. Acolad UK LTD is a limited liability company. The members of Acolad UK LTD Ltd including directors, employees, subcontractors or representatives, can not be held personally liable for the Ltd. company's debts or  
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other losses. The client shall indemnify Acolad UK LTD in respect of any loss, damages, costs (including reasonable legal fees), expenses or any other claims suffered by Acolad UK LTD and arising out of any publication of transcribed data, or libellous or illegal matter contained in any material printed or produced for the client.

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