

eScribers Estimate - RE: TA23P00244

Inbox



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2024,

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eScribers
(uk.clientservices@es
cribers.net)
<system@sentr-via.net
suite.com>

to me



Our Ref: UK-O-129326

Karolina Ozadowicz

KarolinaOzadowicz@Gmail.com

Thank you for choosing eScribers for your transcription needs.

Your Ref:

COST ESTIMATE & PRO-FORMA INVOICE

Total Estimated (including VAT) Cost/Deposit Required: £943.20

HEARING DATE (or indicated first date of a sequence, with any date range indicated in the REQUEST section below): **21/02/2024**

**REQUEST: Ozadowicz v Little, Yeovil County, Family and Magistrates' Court, TA23P00244,
21/02/2024, DJ Prigg, Judgment -**

IMPORTANT - Please note carefully our below terms and conditions (that apply in addition to, or in isolation of, any formerly completed application form) that you agree to upon payment:

- **Please** check the transcript details above, as this is what you are agreeing to proceed with.
- **Turnaround Time** - does not commence until we have received both the **correct working audio** (Please see 1 below) and correctly referenced **full payment**.
Expedited services (ie less than 12 working days) are subject to availability at point of payment/receipt of audio, whichever is the latter, please see **1**) below.
- **Estimates/Deposits** – The final invoice may vary significantly from this estimate/deposit request, please see **2**) below.
- **Civil or Family matter?** - If this request relates to a Civil or Family matter, you will most likely not receive the Judgment within the turnaround time, please see **3**) below.
- **Approvals Process** - Has the Court requested that any, or all, of my transcript be sent for approval (**NB all Judgments are sent for approval regardless of the answer to this question**) before I receive it (please see **3**) below)? **Yes**
- **To Proceed with this request and accept our terms and conditions**, please see **5**) below.
- **Delivery** of the final transcript(s) is to the email address provided on the order.

The estimated cost (including VAT) of preparing the above transcript (ie the deposit required on account to proceed) based on the indicated time of **240** minutes (if a Copy Fee is indicated in the turnaround, then this is the number of pages) using the **48 Hours** turnaround is **£943.20**. This breaks down as follows:

NET: £786.00

VAT: £157.20

Total Estimate: £943.20

Representations

We have been provided with, or have on record, the following names of representations:

Where representations are not provided, and they do not present themselves to us at some stage during the production process, they will not appear in the transcript.

Supporting Documents

If you have any supporting documents/case bundles to assist with the transcription process (spellings, etc), please let us have these prior to making your payment. Where documents are not provided to us ahead of transcription, we shall rely on phonetic spellings and accept no responsibility for any spelling errors, etc, that may otherwise have been avoided had we been supplied with such documents.

Many thanks.

Please see below for full Terms & Conditions

[click for website](#) UK Client Services Team

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| office
25 Southampton
Buildings, Holborn,
London, WC2A 1AL

"eScribers" refers to eScribers Limited

VAT No: 268123109 Company No: 09892966

Please note our office hours are 8am to 6pm Monday to Friday (excluding UK Public Holidays).

Terms and conditions:

1) This estimate (forms the deposit required to proceed) is for the transcript(s) detailed in the Request paragraph above. If this estimate differs from the request you submitted, please contact us immediately, as this is what you are agreeing to proceed with when you progress beyond this estimate. **PLEASE ALSO NOTE** that if you have requested a specific element of a hearing (eg Summing Up, Evidence in Chief of X, etc) you will be sent, and invoiced for, that full element, regardless of the times you have provided, so please check you have the full timings of the transcript you are ordering.

Copy Fee? - Please note, if you have been quoted a copy fee and what you are seeking is not contained within the copy transcript(s) there will be additional costs in providing such - this includes any potential missing elements from the above transcript(s).

This estimate is based on the date(s) and time(s) (audio minutes) that either a) you provided to us, b) that we can estimate from any Court Log or, if a Judgment and in the absence of any specific - or what look like specific – Judgment times you have provided, 60 minutes. NB the responsibility for providing correct times remains with the requestor (you), if this estimate does not cover the full time of the matter then you are still responsible for the full and any additional costs. Otherwise, where neither of options (a) and (b) are available to us, we estimate based on a full day of proceedings. The final invoice is based on the actual number of words in the final transcript (see 2 below) NB you are responsible for the total cost of the transcript, even when the final cost is different from the above.

*The indicated time of **240** minutes on the **48 Hours** turnaround (intended delivery by the end of that working day), which excludes public holidays and weekends from when we receive **both** the correctly referenced payment and working audio (please note that we collect audio from the Rolls and RCJ on Tuesdays and Thursdays only, and audio is not checked until deposit payment is received). In the unlikely event that we are unable to meet the above turnaround, we will work with you to find a suitable resolution. eScribers accepts no responsibility for the time it takes the Court to provide the correct and working audio - please note that the quality of the audio is the responsibility of the recording entity - eg the Court, and eScribers accepts no responsibility for its suitability.*

Expedited services (ie less than 12 working days) are subject to availability at point of payment/receipt of audio, whichever is the latter. Please note: the final number of words can vary significantly from the estimate depending on the speed of the speakers, the number of adjournments/breaks/pauses, if there is a large degree of over talking. This estimate also assumes that there is suitable working audio for a transcript to be produced. Any queries relating

to the transcript(s) delivered to you must be raised in writing (email to uk.clientservices@eScribers.net or post), please, providing relevant details.

2) The final invoice is based on the number of folios (1 folio = 72 words) in the transcript (if the transcript requires the approval of the Judge, see 3 below, the final invoice is based on the transcript supplied to the Court and may differ from the transcript you actually receive), and is, therefore, likely to vary (sometimes, somewhat) from this estimate. eScribers accepts no responsibility if the times provided are not accurate, and you are responsible for the total cost of the transcript, even when the final cost is different from the above. Please note that Public Expense cannot be applied retrospectively.

The final invoice will be sent following delivery of the transcript(s), please see 3 below. For non-Account Customers, the final invoice will show any outstanding payment required from you, any refund due, or a zero balance. If the original payment was by card, we will aim to make any refund(s) to the original card within seven (7) working days. If the original payment was by BACS and a refund is applicable, please provide BACS details for the refund to be processed to. We will aim to process BACS refunds within seven (7) working days of receipt of correct BACS details (please note that any bank charges for non-UK bank transfer refunds are deducted from the final invoice. Where there is insufficient balance on account for this to occur the invoice will be closed at £0.00.). Outstanding balances are due within seven (7) working days of invoice. NB Where there exists an outstanding balance on another order or orders in your, or your company, name, we will work with you to clear those balances before processing any refunds. Please be aware that our invoices are system generated and cannot be tailored to individual client requirements. When placing your order you agree to accepting the invoice in our format. Enquiries relating to the final invoice should be emailed, please, to: uk.invoices@eScribers.net

3) Judgments must always be approved by the Judge. The Court may also request to approve any other transcript, or part thereof. The time taken for the approvals process is at the Judge's discretion, and eScribers accepts no responsibility for the time taken in the approvals process. If a portion of the transcript you have ordered requires the Judge's approval, we shall (other issues notwithstanding) send the completed transcript to the Court within your chosen turnaround time. You will then be sent the transcript when we have received the approved copy back from the Court (NB this is not likely to be within your chosen turnaround time). You will receive the invoice for that transcript, or part thereof, prior to receiving the transcript. Please note, the payment of any invoice is not dependent on the delivery of a transcript, or content of an approved transcript, to you.

4) For orders where audio is transported to us (eg CD/Tape/Download to the eScribers' portal), there is an additional charge of £5.15 to cover the cost of the secure collection/return/transfer of the audio from/to the court, which will be added to your final invoice. If the transcript(s) is/are being posted to you, having sent them also by email, the cost of a copy will also be added to your final invoice.

5) To proceed with this order, and accept our terms and conditions, please make payment, quoting reference number**: **UK-O-129326**, via any of the following:

- **Debit/credit card payment*** over the phone (033 0100 5223)

- **UK Bank Transfer payment*:**

- eScribers Ltd, HSBC Bank
- Sort Code: 400909
- Account Number: 61278770

- **International Bank Transfer payment*:**

- BIC: HBUKGB4B
- SWIFT CODE: HBUKGB4117L
- IBAN: GB85HBUK40090961278770
- DUNS Number: 221274402

** Payments received after 5.30pm UK time/out of office hours, will not be processed until the next working day.*

*** Please note that eScribers accepts no liability for misallocated payments where the reference number, UK-O-129326, is not used as the payment reference in this matter.*

6) COPYRIGHT & REPORTING RESTRICTIONS

6.1) In consideration of You paying eScribers' fees for producing the Transcript, and unless otherwise agreed (or as otherwise specified by the Court or MoJ Contract Conditions), eScribers will provide You with one copy of the Transcript in electronic, or hard copy, format (Your Copy of the Transcript);

6.2) You must not:

- alter Your Copy of the Transcript;
- unless otherwise stated herein, share Your Copy of, or provide copies of, the Transcript with any other person/party not named in section A of the EX107 form or other form of order;
- unless otherwise stated herein, licence, assign or otherwise grant an interest in Your Copy of the Transcript;
- reproduce, publish, translate, broadcast, transmit, distribute or use Your Copy of the Transcript in any way except as expressly set out in these Terms or for the direct processing of your case within the Court service.

6.3) You must:

- take all steps necessary to safeguard Your Copy of the Transcript and prevent it from unauthorised reproduction, disclosure, or other use which may result in the infringement of the Crown's copyright in the Transcript;

- b. adhere to any Reporting Restrictions that may be in force relating to Transcripts supplied to you by eScribers;
- c. Immediately notify eScribers, or the Court, in writing if You learn of any actual, suspected or potential infringement of the Crown's copyright in the Transcript, or the actual, suspected or potential loss of the transcript.

6.4) You may:

- a. Use Your Copy of the Transcript for Your internal business purposes only;
- b. if You are a law firm, make and provide copies of Your Copy of the Transcript to: Your employees, Your client for the Proceeding referred to on the title page of the Transcript, any barrister that You have briefed in relation to the Proceeding referred to on the title page of the Transcript, and/or expert witnesses engaged by You or Your client (if applicable), for use in Proceedings;
- c. if You are a barrister, make and provide copies of Your Copy of the Transcript to Your employees, Your instructing solicitors and their client (for whom you act), in relation to the Proceeding referred to on the title page of the Transcript, and/or expert witnesses engaged by You or your instructing solicitors or their client (if applicable), for use in Proceedings. eScribers.

7) WARRANTIES AND LIABILITY

7.1) eScribers warrants to you that eScribers has used its best endeavours to provide you with a complete record of the said proceedings, or part thereof.

7.2) You acknowledge and agree that, with the exception of clause 7.1, eScribers has not made or given any warranties to You in relation to any eScribers Transcript.

7.3) Provisions of certain statutes in some cases cannot be excluded, restricted or modified, or can only be restricted or modified to a limited extent. You acknowledge and agree that, if any of those provisions apply, then to the extent permitted by law, eScribers' liability under those provisions is limited for a breach as follows, at eScribers' complete discretion:

- a. a refund of the goods or services to which the breach relates;
- b. the replacement of the relevant goods or the supply of equivalent goods, or the re-supply of relevant Services;
- c. compensation for the difference between what was paid for and what was supplied; or
- d. the cost of replacing the relevant goods or supplying equivalent goods, or re-supplying relevant Services.

7.4) Subject to clause 7.3, You agree that eScribers is not liable for any loss, damage or injury sustained by You or anyone else directly or indirectly as a result of providing the Services.

7.5) To the extent clause 7.4 is not effective to exclude eScribers' liability under, or in connection with, these Terms, then its liability (whether under contract, tort, statute or otherwise) will be limited, cumulatively and in the aggregate, to the amount paid to us by You under these Terms.

7.6) Nothing in these Terms limits the liability of You to eScribers:

- a. in respect of any fines imposed on eScribers under Data Protection Laws by any Supervisory Authority,
- b. in respect of any claim from a Data Subject resulting from a breach of any Data Protection Laws, or
- c. in respect of the indemnity given under clause 8.2.

8) INDEMNITIES

8.1) You indemnify (and hold harmless) eScribers against any loss, injury or damage (including any legal costs or expenses) ('Loss') incurred by eScribers directly or indirectly as a consequence of any breach by You of these Terms or of any law, including for any claims made against eScribers by third parties for breach of copyright or other intellectual property rights, such as where such claims arise from or are related to Your use of the Transcript in any way not specifically authorised by these Terms.

8.2) Specifically, You indemnify eScribers against any Loss in each case arising out of, or in connection with, any breach by You of any obligations under Data Protection Laws

9) DATA PROTECTION AND CONFIDENTIALITY

9.1) To provide these Services, eScribers is bound by Data Processing regulations as laid down by the UK Information Commissioner and the UK Ministry of Justice.

9.2) How eScribers uses your personal data to process requests is contained in our Privacy Policy:
<https://uk.escribers.net/index.php/privacy-policy/>

10) MISCELLANEOUS

10.1) These Terms shall be governed by and construed in accordance with the laws of England and Wales.

10.2) Unless otherwise specified in clause 7, the rights/remedies provided by these Terms are cumulative and not exclusive of any rights or remedies provided by law.

10.3) If any provision of these Terms is determined to be invalid, the legality or validity of the remainder of these Terms will not be affected and will continue in full force and effect.

10.4) The person named in this estimate, along with the accompanying Terms and Conditions, on Your behalf warrants that they have the authority to bind You to these Terms.

10.5) Transcript means a written literary work created by eScribers in relation to the Audio Proceeding or Audio Recording referred to above. Transcription is of audio words only and no reference is made to visual aspects (eg mannerisms or gesticulations). The basic principle is that eScribers transcribes the audible words only; not what may be seen nor extraneous background noise.

11) SPLIT INVOICES - eScribers does not accept requests (either upfront or subsequent to an order being placed) for split invoices unless there is a Court Order specifying 1) that eScribers is to produce the transcript(s), and 2) the same Court Order specifies the parties, with names, company names, addresses, and email address, among whom the invoice is to be split. eScribers reserves the right to request a full deposit, or for account clients the go ahead, the full production cost prior to an order being processed, and if other parties do not make payment, the costs will fall to the ordering party.

12) CANCELLATION - Once a deposit payment, or for account clients the go ahead, has been received you are responsible for the full costs of the transcript. If you request to cancel or amend an order you will be charged for the work already completed. eScribers also reserves the right to charge a maximum of 25% of the estimated costs along with the transcript production costs. A cancelled transcript cannot be supplied under any circumstances. In order to be supplied with a transcript the order must be completed to eScribers' satisfaction. This means that if you cancel an order placed you may still be charged but will not receive anything from us.

13) TELEPHONE CALLS - Please note that telephone calls do not form any part of, nor any amendment to, any aspect of these terms and conditions, or any other contractual arrangement. Any variation to these terms and conditions or other contractual arrangement must ALWAYS be made in writing.

14) COMPLAINTS – Any complaint regarding eScribers' service must first be referred to eScribers. Where a complaint cannot be resolved by the Operations Team, the complainant's only escalation route is to the Ministry of Justice, whose decision on any matter is final.

15) DISPUTED PAYMENTS - eScribers reserves the right to apply a charge of £15 + VAT in addition to any disputed payment changes + VAT levied against eScribers to any invoice where the original payment has been reversed due to a dispute by the customer where eScribers has fulfilled its obligations under these terms and conditions.

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