

NJC SECRETARIAL WEBSITE

TERMS AND CONDITIONS

All work carried out by NJC Secretarial Services is subject to the following Terms & Conditions. Please read this information prior to using our services and no variations of these Terms & Conditions shall apply unless confirmed in writing by NJC Secretarial Services.

- NJC Secretarial Services shall be known as the 'Service Provider'.
- 'Client' is any individual, company or organisation who engages and utilises the services of the Service Provider.
- 'Services' are tasks or duties deemed necessary by the Service Provider in delivering Clients' transcripts.
- 'Client material' means any documentation, digital, analogue or video recording.
 1. The supply of all services shall be subject to these Terms & Conditions. Any Client must complete and submit online the Service Provider's Booking Form to ensure their project booking. Any Client who verbally or provides in writing a request for the Service Provider's services, is also bound by these Terms & Conditions in all instances.
 2. Transcripts shall be provided to the Client by the Service Provider. The Service Provider reserves the right to alter turnaround times due to what is deemed poor quality or difficult quality recordings, unforeseen circumstances, including illness, quantities, clarity and any other issues not within our control.
 3. The Client assumes full responsibility for ensuring accuracy of services provided. The Client must inform the Service Provider in writing within 36 hours of receipt of transcripts that errors or omissions have occurred, and it is the Service Provider's responsibility to rectify free of charge. The Service Provider bears no responsibility for any errors arising in final copies of a completed transcript or any loss, damages, costs, expenses or liability suffered by a Client and arising from a Client's subsequent use of any documentation produced or the use of any Client material by the Service Provider in the transcription process.
 4. The Service Provider will submit all invoices online to the Client. The Service Provider's payment terms are 30 days from date of invoice.
 5. The Client agrees to cancel any given project in a timely fashion. The Service Provider will not accept cancellation of any given project, unless notified in writing by the Client. Any work that has been completed by the Service Provider will be paid for in full by the Client.
 6. The Service Provider shall not be required to print or produce any documentation which the Service Provider considers to be of an illegal or libellous nature. The Client shall indemnify the Service Provider in respect of any loss, costs, damages, including legal fees, expenses or any other claims suffered by the Service Provider and arising out of any libellous or illegal matter contained in any material printed or produced by the Client.
 7. The Service Provider will undertake to keep all information supplied by the Client strictly confidential and not disclose any information to third parties (other than to the Service Provider's transcribers) without the written permission of the Client, unless the Service Provider is requested to do so by a court of competent jurisdiction or by a Government or Regulatory Authority.
 8. All transcribers are required to sign a confidentiality agreement. The Service Provider will sign a Client's confidentiality agreement, if required.

9. All recordings are fully encrypted when being uploaded to the Service Provider's web portal. It is the Client's responsibility to ensure copies of all recordings are kept secure at their location, and all recordings are electronically shredded by the Service Provider after 14 days. The Service Provider does not accept any liability in the unforeseen event of a third party accessing any Client's material.
10. The Service Provider is registered under the Data Protection Act.
11. The Service Provider has full scanning facilities for viruses and all documents are scanned. The Service Provider will not open unsolicited attachments and emails that are not self-explanatory. It is the Client's responsibility to scan emails and attachments received from the Service Provider and we will not accept any liability or responsibility for these.
12. The Service Provider bears no responsibility or liability for any Client material that goes astray in the postal or courier system.
13. The Client will indemnify the Service Provider in full against all losses, costs and expenses, including, without prejudice to the generality of the foregoing, legal fees, incurred as a result of any claim by any third party that the Service Provider has breached any intellectual property rights or any third party's rights in confidential information in carrying out any of the Client's instructions in relation to the services.
14. The Service Provider and Client irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Terms & Conditions.