



dictate2us

Maple House, Haymarket Street, Bury, BL9 0AR
t: +44 (0) 161 762 1100, operations@dictate2us.com

By using the dictate2us (d2u) website and/or the d2u App you confirm that you accept our terms and conditions of use set out below.

About Us

The d2u online website is owned and provided by dictate2us, a company incorporated in England and Wales under company number 03268673. Our VAT number is GB992119207. If you need any information or have a complaint about this website or any of our services, please contact us. All complaints will be acknowledged within 24 hours and responded to within 3 business days.

Username and Password

During the registration process you may be allocated, or invited to choose, your own username and password which will be unique to you. You are responsible for keeping your username and password confidential and for ensuring that they are not used by any other person.

Ownership of materials and license terms

This website, the materials and software on it provided to you through it, are protected by copyright, trade mark and other intellectual property rights and laws throughout the world are owned by, or licensed to, d2u and/or third parties. You are not permitted to display the materials on this website on a computer screen, save for restricted access documents, to download and print a hard copy for personal use or for obtaining products or services from us provided you do not alter or remove any of the content or any part of the website without our express permission to do so and that you do not change or delete any copyright, trade mark or other proprietary notices.

You agree not to:

copy, reproduce, store (in any medium or format), distribute, transmit, modify, create derivative works from all or any part of this website or the materials or software on it, or provided to you through it without our prior written consent.

- Use this website, or any of the materials or software on it provided to you through it, for any unlawful purpose or in contravention of applicable law, commercial exploitation without our prior written consent, any purpose or in any manner that may give a false or misleading impression of us, our staff or our services.
- use, upload or transmit any material that is defamatory, offensive, obscene or otherwise unlawful, or which may cause offence or distress or which may affect or infringe the rights of any other person, device, software, file or mechanism which may interfere with the proper operation of this website or our systems.
- establish a link to this website from any other website, intranet or extranet site without our prior written consent.
- decompile, disassemble or reverse engineer (or attempt to do any of these) any of the software or other materials provided on or through this website.
- do anything that may interfere with or disrupt this website or our services.

Assignments:

By submitting an audio file or other data sources (an assignment) to us you are offering to engage our services and a binding contract will come into force upon our acceptance of the assignment.

- All assignments are accepted by us subject only to these terms and conditions.
- d2u agrees to type and deliver your transcription for all submitted assignments.



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- You will be charged at our published rates, <https://www.dictate2us.com/sitemap> (unless otherwise agreed in writing), according to the length of the file submitted (including any parts of the file where there is no spoken recording), the number of speakers, (for the avoidance of doubt “the number of speakers” is defined as the total number of different speakers over the entire file submitted) and the quality of recording. Any files with what is in our opinion poor recording quality will be returned transcribed to what we consider to be a reasonable standard; even if that is below our guaranteed quality standard of 98.5%. You agree unreservedly to payment in full even in such circumstances. Please note, the final minute of each transcription will be rounded up to the next full minute.
- You do hereby accept that you do not dispute the number of minutes charged unless an issue has been raised in writing within 7 days as stated above.
- We reserve the right to change turnaround times and prices quoted on our website or elsewhere due to changes in specifications, quantities, legibility and/or quality of origin or source material, background noise, accents, the number of speakers, delivery arrangements, unforeseen problems or other circumstances relating to the assignment generally. In any such circumstances the audio minutes and/or rate shall be subject to a multiple of no more than thirty, dependent upon our decision alone, as to the effect of such aforementioned issues.
- Should dictate2us allow you a "free trial" in excess of the standard free trial of 5 minutes for multi speakers or ten minutes for single speakers, the "free trial" shall not be charged to you on condition that after the trial period has taken place you instruct dictate2us to carry out other transcription for you within 30 days of the “free trial” at a cost at least equal to the free trial. Should the above not occur then dictate2us will raise an invoice for the total amount for the "free trial” transaction.
- Invoices shall be raised on the 1st of the month following the month the assignment has been undertaken. Payment shall be made in Pounds Sterling in full not later than ten days thereafter.
- Payments will be by direct debit each month.
- We reserve the right to charge interest on overdue amounts at the rate of 8% per month on the outstanding balance from the date of the invoice until the date of payment.
- You will indemnify us in relation to all legal and other fees incurred, (on an indemnity basis), where payment has not been made by you in settlement of our charges.
- By engaging our services, you assume full responsibility for final proof reading and accuracy of documents and final product or service. Any errors or omissions for which we are responsible and which are brought to our attention within 48 hours of receipt by you will be amended free of charge. Any other additions or amendments will be charged for at our published rates. Any errors or issues in relation to our invoice or invoices must be raised within 7 days of receipt of said invoice or invoices failing which you will hereby accept the invoice or invoices as drawn.
- We cannot be held liable for loss or damage to any media supplied by you either whilst in our possession or in transit.
- The d2u transcriber App is designed to record data and is free of charge. All responsibility for the safe custody of the data recorded lies with the user and you hereby agree in using the App that dictate2us are not responsible in any way whatsoever if the said data is lost or corrupted in any way. Should you wish to have the said data released to you, (rather than have the data transcribed as detailed in these terms and conditions), then in certain circumstances this may be technically possible, and if so, we will endeavour to assist you upon you paying in advance an administration fee equal to 100% + vat of the transcription fee should the data have been transcribed.
- You warrant to us that the assignment does not contain any material which is defamatory, offensive, abusive, indecent, obscene, pornographic, threatening or annoying, or which may incite violence, cruelty of any sort or discriminate against people in a way which may be illegal including but not limited to racial hatred, or which is otherwise illegal; or which infringes the intellectual property rights of a third party and you undertake to indemnify us in respect of any loss or damage or cost or inconvenience caused as a result of any breach of such warranty.



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- We will endeavour to scan all emails and attachments sent to you for viruses. However, it is your sole responsibility to check text, graphics and attachments for viruses before opening files. We do not accept any responsibility or liability for viruses.
- In no event will we be liable to you for special, indirect or consequential damages howsoever including but not limited to loss of profits or arising from loss of data or unfitness for use. In any event and without prejudice to the foregoing our liability will be limited to a refund of the total price of the assignment.
- All data and information (the data) in the audio reports supplied by the customer is acknowledged to be highly confidential. d2u will ensure that all the data is treated as highly confidential and neither it, its servants nor agents shall divulge or allow access to the data by a third party. None of the data will be retained by d2u for more than 30 days following the performance by d2u of the transcription unless otherwise told.
- d2u will not use divulge or disclose to any person firm or organisation, (except as required to perform this contract), any trade secrets or confidential commercial or technical information relating to the business, finances or affairs of the Customer or the content of any data received from the Customer. D2u have a stringent IT security policy ensuring compliance with The SRA Code and the Code of The Solicitor's Outsourcing Association.
- d2u will allow the SRA or its agent to obtain information, inspect the records (including electronic records), and allow entry to the premises of d2u in relation to the outsourced activities or functions relating to the Customer.

Cancellation fees:

Cancellation fees shall apply to any Service where the verbal or written acceptance of your Order requires us to supply an employee; sub-contractor or partner on an agreed date and time, and the Client notifies us that the Service is no longer required. Cancellation fees apply as follows: More than 30 days – no cancellation fee
Between 15 days and 30 days' notice – 50% of the full Contract fee
Between 7 and 14 days' notice – 75% of the full Contract fee
Less than 7 days' notice – 100% of the full Contract fee

Suitability of materials

We do not give any assurance that the materials provided to you on or through this website are suitable for your requirements or that they will be secure, error or virus free and we will have no liability in respect of those materials.

Website availability

This website is provided free of charge and we make no guarantee that it will be uninterrupted or error free. We reserve the right to modify, suspend or withdraw the whole or any part of the website or any of its content at any time without notice and without incurring any liability.

Links from this website

We may, from time to time, provide links from this website to websites that are owned and controlled by third parties. these links are provided only for your convenience and we have no control over and will have no liability in respect of those websites.



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Monitoring

We may monitor activity and content on this website and may take any action we consider appropriate if we suspect you may be in breach of these Terms and Conditions including suspending, attaching conditions to or terminating your access and/or notifying the authorities or relevant regulators of your activities.

Security

We employ security technology. Internet transmissions are never completely private or secure and there is a risk, therefore, that any message or information you send to us from this website may be intercepted and potentially read by others. We will have no liability in respect of any transmissions you send to us and you do so entirely at your own risk.

Accuracy of information

We take care to ensure that all information available on our website about our business, services and any products mentioned is accurate. However, these are continually developing and, occasionally, the information may be out of date. Medical, commercial and legal practice change frequently and the content on this website, of any newsletters and in other items offering guidance have been prepared for general interest only and are not a substitute for specific medical, legal or other professional advice and should not be read or used as such.

Disclaimer

D2U DOES NOT WARRANT OR REPRESENT THAT THE MATERIAL ON THIS WEBSITE IS ACCURATE, COMPLETE OR CURRENT OR THAT THE WEBSITE WILL BE FREE OF DEFECTS OR VIRUSES.

Use of this website outside England and Wales

d2u makes no claims or representations that any or all of the content on this website may be lawfully viewed or downloaded outside England and Wales and, unless otherwise specifically stated, the content and this website is directed solely at users who access this website from England and Wales.

IF YOU CHOOSE TO ACCESS THE WEBSITE FROM OUTSIDE ENGLAND AND WALES, YOU DO SO AT YOUR OWN RISK AND ARE RESPONSIBLE FOR COMPLIANCE WITH THE LAWS OF YOUR JURISDICTION.

Liability for our mistakes

WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE (IN CONTRACT, NEGLIGENCE OR OTHERWISE) WHERE:

- THERE IS NO BREACH OF A LEGAL DUTY OF CARE OWED TO YOU BY US.
- THE LOSS OR DAMAGE IS NOT A REASONABLY FORESEEABLE RESULT OF ANY SUCH BREACH.
- ANY LOSS OR DAMAGE OR INCREASE IN LOSS OR DAMAGE RESULTS FROM A BREACH BY YOU OF THESE TERMS AND CONDITIONS.
- IN ALL CASES LIABILITY SHALL BE LIMITED TO THE VALUE OF THE CONTRACT.

NOTHING IN THESE TERMS AND CONDITIONS SHALL AFFECT YOUR STATUTORY RIGHTS.

Third party rights

Nothing in these Terms and Conditions is intended to nor shall it confer a benefit on any third party under Contracts (Rights of Third Parties) Act 1999 and a person who is not a party to these Terms and Conditions has no rights to enforce them.



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Waiver

No delay or decision not to enforce rights under these Terms and Conditions will constitute a waiver of the right to do so and will not affect rights in relation to any subsequent breach.

Governing law

These Terms and Conditions are subject to laws of England and each of us hereby submits to the exclusive jurisdiction of the English courts. WE RESERVE THE RIGHT TO CHANGE THESE TERMS AND CONDITIONS AT ANY TIME. THE NEW VERSION WILL BE POSTED ON THIS WEBSITE AND WILL TAKE EFFECT IMMEDIATELY UPON POSTING. IF YOU USE THE WEBSITE AFTER THE NEW TERMS AND CONDITIONS HAVE COME INTO EFFECT, YOU WILL BE INDICATING YOUR AGREEMENT TO BE BOUND BY THE NEW TERMS AND CONDITIONS.

Online purchase

THE FOLLOWING TERMS APPLY TO YOUR USE OF THE D2U ONLINE SERVICE. THESE ARE ADDITIONAL TO AND SUPPLEMENT OUR GENERAL WEBSITE TERMS AND CONDITIONS WHICH ALSO APPLY.

Register

Registration for this service will take place on our website and the d2u: Transcriber Apps.

Payment and refunds

In providing PayPal or payment card details, you confirm that you are authorised to use the card and authorise us to take payment in full for the applicable charges, postage and packing charges and any other charges that become due to us under these terms. Where payment is made by debit or credit card an additional fee of 3.4% shall be charged. Under no circumstances shall refunds be made save at the absolute discretion of d2u. In circumstances where for example you have uploaded duplicate files and we have transcribed or translated them, no refund will be made as we cannot identify a duplicate file. Once you have applied credit to your account such credit cannot be refunded but the credit shall be available for your use for a period of one year, subject always to the current cost at time of usage.

Merchandising - purchase of goods

THE FOLLOWING TERMS APPLY TO THE PURCHASE OF GOODS AND SERVICES FROM D2U. THESE ARE ADDITIONAL TO AND SUPPLEMENT OUR GENERAL WEBSITE TERMS AND CONDITIONS WHICH ALSO APPLY.

Registration

In order to use this service, you will need to register on this website.

Age restrictions

We only accept orders from persons aged 18 or over. By placing an order, you are confirming that you are in this age range.

Residency

We accept orders worldwide.



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Placing an order

It is your responsibility to check that your order is accurate before submitting it to us.

Pricing

All prices are in pounds' sterling and exclude VAT unless expressly stated otherwise. We take care to ensure that all pricing information is accurate but occasionally there may be an error.

Accuracy of information

We try to ensure that all information is correct. Any typographical, clerical or other error is subject to correction without liability on our part. Any advice or recommendation given on this website or otherwise given to you by us, or any of our employees or agents, is followed or acted upon entirely at your own risk and we are not liable for such advice or recommendation.

Concluding a binding contract

When we receive an order from you to purchase items from us, we will confirm that we have received the order by email to the address provided by you in your order. Your order is an offer to purchase an item and will not be binding on us until the earlier of us sending you an email to confirm that we have dispatched that item to you or you receiving the item.

Postage and packaging costs

Post and packaging costs will be added to the cost of our order and will depend on the total cost of the items you order and, where delivery options are provided, the option you choose. The postage and packaging charge you will pay will be confirmed during your order with us.

Delivery of orders

We aim to dispatch orders of equipment within 28 days to the address provided by you in your order.

Delivery timescales are estimates only. If you do not receive your order within 30 days of us confirming your order you must notify us and we will investigate the non-delivery provided you cooperate with the investigation.

Liability

Our maximum liability for our failure to fulfil an order that we are legally bound to fulfil will be limited to the price paid by you for that order.

Privacy

Your privacy and that of each other person whose information you provide to us is important to us. This privacy policy explains what information we collect about you, how we may use it, and the steps we take to ensure that it is kept secure. We also explain your rights and how to contact us. Please note, this website may contain links to other websites which are provided for your convenience. We are only responsible for the privacy practices and security of this site. We recommend that you check the privacy and security policies and procedures of each and every other website that you visit.

BY USING THIS WEBSITE AND GIVING YOUR INFORMATION TO US, YOU INDICATE YOUR CONSENT TO US, OUR GROUP AND THIRD PARTIES COLLECTING AND USING YOUR PERSONAL INFORMATION IN ACCORDANCE WITH THE TERMS SET OUT IN THIS POLICY.

The information that we collect



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In order to provide you with the services you require, we will collect personal information about you from our website, telephone conversations, emails and written and verbal communications. These will include, for example, your name, address, email address, phone number and details that are relevant to the service(s) in which you are interested. We may supplement the information that you provide with other information that we obtain from our dealings with you or which we receive from other organisations, such as other companies in our group.

Information about other people

If you provide information to us about any person other than yourself, you must ensure that they understand how their information will be used and that you are authorised to disclose it to us, and to consent to its use on their behalf, before doing so.

Cookies

In common with many other website operators, we may use standard technology called 'cookies' on this site. Cookies are small pieces of information that are stored by your browser on your computer's hard drive and they are used to record how you navigate this website on each visit. Our cookies are used to enable us to develop our website to reflect our customers' interests and by noting who has seen which pages, properties and advertisements (including click through emails), how frequently particular pages are visited and determining the most popular areas of our website. We may use cookies to enrich your experience of using the website by allowing us to tailor what you see to what we have learned about your preferences during your visits to the site.

T & C's Revised on 6th July 2019

In relation to translation matters (whether that is document translation or transcription of non-English audio content), the following shall apply, in addition to our general terms:



Terms and Conditions

1. Interpretation

- 1.1 The clause headings are for convenience of reference only and shall not affect the construction or interpretation of these Terms and Conditions.
- 1.2 "Terms and Conditions" means the terms and conditions as set out below.
- 1.3 "dictate2us" means "dictate2us Ltd".
- 1.4 "Client" means the company, firm, body or person to whom dictate2us is supplying the service(s).
- 1.5 "Data" includes information contained in computer programmes, CDs, records or any other machine readable form. It also includes documents, books, photographs, graphics or other information and material.
- 1.6 "Input Data" means data provided by the Client to dictate2us.
- 1.7 "Output Data" means data provided by dictate2us to the Client.
- 1.8 "Quotation" means quotation provided by dictate2us to the client specifying services, delivery and charges.
- 1.9 "Services" means the services to be provided by dictate2us to the Client. These include, but are not limited to: translation, Braille, brand name analysis, copywriting, editing, interpreting, language teaching, large print, lip speaking, localisation, Palantype, Plain English, proofreading, speech to text, studio hire, subtitling, training, typesetting, voiceover.
- 1.10 "We", "Us", "Our" means dictate2us Ltd.
- 1.11 "You", "Your" means the company, firm body or person to whom we are supplying the Services.
- 1.12 "Purchase Order" means order from Client to dictate2us to provide Services.
- 1.13 "Onsite" means any work carried out either at dictate2us's office or the Client's premises.
- 1.14 "Offsite" means any work carried out at a location other than dictate2us's office or the Client's premises.
- 1.15 "Contract" means contract between the Client and dictate2us and consists of Client's agreement in writing accepting dictate2us's Quotation, or dictate2us's acceptance in writing of a Client's Purchase Order.

2. Input Data

- 2.1 Quotations are given on the basis of your description of the Input Data and your statement of its final intended purpose. Such Quotations may be amended at any time if, in our opinion, the description of the Input Data is materially inadequate or inaccurate.

- 2.2 The Client shall retain duplicate copies of all Input Data. Safe-keeping of all Output Data shall be the sole responsibility of the Client from the time of delivery.
- 2.3 Information provided in any of our published material is a general description only and does not form part of the Contract.

3. Price and Payment

- 3.1 Unless otherwise stated, prices are in sterling and must be made in sterling.
- 3.2 Price includes, unless otherwise stated in the Quotation, delivery to the address specified in the Quotation, or in our written acceptance of your Purchase Order. Additional charges will apply if dictate2us is required to send facsimiles overseas or deliver data by courier.
- 3.3 dictate2us reserves the right to apply reasonable additional charges if requested to perform services not detailed in the Quotation or dictate2us's written acceptance of the Purchase Order. Such services include, but are not limited to: making photocopies of data, sending facsimiles, extra work or longer hours than were specified in the Quotation or Purchase Order.
- 3.4 Unless stated otherwise in the Quotation, services lasting longer than 21 days will be invoiced 50% on commencement and subsequently at monthly intervals or on completion if services last less than 30 days.
- 3.5 Payments shall be made within 15 days from the date of invoice. All payments shall be made without deduction or set-off of bank charges.
- 3.6 In the event of late payment, we reserve the right to charge interest on the amount outstanding, calculated daily at the rate of 8 per cent above the published rate of the Bank of England, per month.
- 3.7 Failure to pay an invoice shall entitle us to suspend work on the same and any other Contract with you without prejudice to any other right we may have, until such payment including any outstanding charges and/or interest has been paid.
- 3.8 Cancellation fees shall apply to any Service where the Contract or written acceptance of your Purchase Order requires us to supply an employee, sub-contractor or partner to attend a specified location on an agreed date and time, and the Client notifies us that the Service is no longer required. Cancellation fees apply as follows:
- More than 30 days – no cancellation fee
 - Between 15 days and 30 days' notice – 50% of the full Contract fee
 - Between 7 and 14 days' notice – 75% of the full Contract fee
 - Less than 7 days' notice – 100% of the full Contract fee

4. Delivery

- 4.1 Unless expressly agreed in writing by us, dates and times for delivery are not of the essence and any delay shall not entitle you to reject any delivery or other part of the Contract.
- 4.2 We will not be liable in any circumstances for the consequences of any delay in delivery or performance or failure to deliver or failure to perform if the duration of the delay is not substantial or if the delay or failure is due to late delivery or performance, or non-delivery or non-performance by suppliers, subcontractors or force majeure. Force majeure includes accident, labour conflicts, wars, acts of terrorism or any other cause whatsoever beyond our control or of an unexpected or exceptional nature.

4.3 Where time is of the essence and this has been expressly agreed by us, and we fail to deliver the service or perform by the specified date or delivery time, the Client shall be entitled to a full or part refund as agreed between dictate2us and the Client.

4.4 Posting or delivery to a carrier (including post, facsimile, email) for the purpose of transmission to you shall, for the purposes of the Contract, constitute delivery to you.

5. Responsibilities and Liabilities

5.1 The Services provided will be carried out using reasonable skill and care in accordance with the standards of the industry and our Quotation.

5.2 You must notify us within 10 days of delivery of any Output Data or supply of other Services, of any claim arising out of the provisions of the services, together with full details of any claim. If such written notice is not received within 10 days of delivery, the Client shall be deemed to have accepted the Output Data or service, and we shall not be liable for any defect in the quality thereafter.

5.3 We do not warrant that the Output Data or Service will be error free in terms of accuracy, correctness, reliability or otherwise. Output data should be proofread by a native speaker prior to publication. Unless we have been required to supply a proofreading service under the terms of our Quotation or written acceptance of your Purchase Order, we accept no liability whatsoever for Output Data.

5.4 We shall not be liable for any defects in data submitted by and to you over the internet as it cannot be guaranteed to be free from risk of interception, loss or corruption.

5.5 You must notify us in writing within 10 days of delivery of any service of any alleged inaccuracies, at which point our liability will be no more than to rectify any such alleged inaccuracies that we feel to be justified, to our satisfaction. At no time will such allegations delay payment.

5.6 We shall not be liable for correct spellings of names and addresses in Input Data when the data is illegible or not in Latin script. In the case of certification or notarisation,

dictate2us can only certify legible text appearing on original documents.

5.7 Except in respect of death or personal injury resulting from our negligence, or as expressly provided in these Terms and Conditions, our liability to you in respect to the provision of the services shall be limited as follows:

- We shall not be liable for loss of profits, business, contracts, revenue, damage to your reputation or goodwill and/or any other indirect or consequential loss or damage whatsoever.
- Our entire liability to you under any Contract, including but not limited to in respect of the Services, shall not exceed the price payable to us by you under the Contract to which any claim relates.

5.8 You warrant that any Input Data shall not contain anything of an obscene, blasphemous or libellous nature and shall not infringe the Intellectual Property Right or Copyright of any third parties.

5.9 You agree to indemnify us (which for the purpose of this clause includes our employees, agents and sub-contractors), and keep us indemnified, from all losses, damages, injury, costs and expenses of whatever nature arising from our use or possession of the Input Data or your use of the Output Data.

5.10 In the event you require us to provide services Offsite, you shall ensure all necessary safety and security precautions are in place at the premises, and we shall be entitled to charge you for any additional costs which we may incur as a result of any hazardous conditions or materials encountered.

5.11 We shall not be liable if any delay in performing or failure to deliver the Services is due to any cause beyond our reasonable control. In the case of force majeure, we will inform you as soon as is practical, and either party would be entitled to cancel the Contract. In this event however, you shall compensate us for any expenses incurred for any services already provided.

5.12 In respect of our telephone interpreting service, we may at our discretion require you or any party whom we agree to supply at your cost to use passwords we supply. You will be responsible for the safekeeping of all such passwords and indemnify and hold us harmless against the loss or unauthorised use of all passwords.

5.13 We may monitor telephone interpreting conference calls for quality control purposes.

6. Confidentiality

6.1 Save as necessary in order for us to provide the Services, neither party may reveal or use the other party's confidential information unless required to do so by law or any regulatory authority.

6.2 Each party shall ensure that in the performance of its obligations under these Terms and Conditions, it will at all times comply with the relevant provisions of the Data Protection Act 2018.

6.3 Input Data and Output Data shall be kept confidential by dictate2us and its agents, unless the data is public knowledge, or until it comes public knowledge at any time in the future.

7. Non Solicitation

7.1 The Client shall not during the term of the Contract, and for a period of one year after termination of the Contract, solicit, employ, endeavour to entice away from dictate2us any of our employees, partners, sub-contractors or freelance linguists. 7.2 In the event of any breach of this clause, the Client shall pay to dictate2us by way of liquidated damages an amount equal to the aggregate salary paid by dictate2us to that employee for the year immediately prior to the breach. In the case of a freelancer or part-time employee, the amount paid will be equal to the equivalent of a full year, full time salary.

8. Termination

8.1 If you subsequently cancel or reduce in scope the Contract, the full price for the Contract shall remain payable unless otherwise agreed in advance.

8.2 Either party shall be entitled to terminate the Contract immediately by written notice if the other commits any breach of these conditions, and either fails to remedy the same within 7 days of receipt of a written notice specifying the breach and requiring it to be remedied.

8.3 Either party shall be entitled to terminate the Contract if the other makes any voluntary arrangements with their creditors, becomes bankrupt, becomes subject to an administrative order to go into liquidation, or a receiver is appointed.

8.4 Any termination of the Contract shall not prejudice any rights or remedies which may have accrued to either party.

9. Dispute Resolution

9.1 If any dispute arises between the parties regarding the Services, then the details of the dispute shall be made in writing to the other within 10 working days of their dissatisfaction.

9.2 In the event that the dispute is not resolved to both parties' satisfaction, then the dispute shall, at the request of either party be referred to a person agreed between the parties. If the parties cannot agree on a person, then each party will submit the name and details of their preferred person to the Association of Translation Companies, who will decide.

9.3 Such a person shall be appointed to act as an expert and not as an arbitrator, and the decision of that person shall be final and binding.

9.4 The cost of such an expert shall be borne equally by the parties.

10. General

10.1 The Contract will be subject to these Terms and Conditions. Any variation of the Contract must be agreed in writing by dictate2us and the Client.

10.2 We may engage any person, company or sub-contractor to perform any or all of our obligations under a Contract, and can assign any or all of our rights.

10.3 If any provision of these conditions is held to be invalid or unenforceable, the validity of the other provisions in these conditions shall not be affected.

10.4 Any notice required or other communication to be given by either party must be in writing and may be delivered, sent by pre-paid first class post, by facsimile or email.

10.5 The Contract shall be governed by and construed in all respects in accordance with English Law, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

These Terms and Conditions are subject to change without prior notice. Date of publication: 1 March 2019