

100



WORDS PER MINUTE

TERMS AND CONDITIONS

Agreed Terms and Conditions

1. Defined terms

1.1 Defined terms

In this document:

Claim means any claim, notice, demand, action, proceeding, litigation, investigation or judgment, whether based in contract, tort, structure, equity or otherwise.

Client/you means anyone by whom 100wpm has been engaged in the provision of services.

Confidential Information means information that is by its nature confidential or is identified as confidential by the client to 100wpm.

Transcription means the production of a type-written version of audio provided by the client to 100wpm.

Turnaround means a time specified for the completion of services.

2. Services

2.1 Provision of Services

- (a) 100wpm provides transcription, typing and document-production services for businesses, institutions and individuals.
- (b) 100wpm may be engaged in the provision of services explicitly, by verbal and written negotiation, or implicitly, by the provision of audio by a client for the purpose of transcription.
- (c) By engaging 100wpm in the provision of services, the client acknowledges that the client has read and accepted the Terms and Conditions set out herewith. These Terms and Conditions are also available on 100wpm website at www.100wpm.com.au or alternatively are freely available on request.
- (d) 100wpm reserves the right to decline to engage in the supply of services to any client. This will usually be as a result of very poor quality audio. If 100wpm declines to engage in the supply of services to a client, the client will be notified.

2.2 Cost of Services

- (a) 100wpm will provide you with a written quote for the services requested by you prior to undertaking the services.
- (b) Itemised quotations for cost of services are provided in good faith, and are an approximation of anticipated charges based on information provided by the client. 100wpm reserves the right to alter the final charges made to clients, in line with the current pricing schedule where circumstances change.
- (c) The client acknowledges that transcription services involve the start/stop of audio files for transcription, proof reading and the upload/download of files and that charges apply for the time spent providing the service as a whole and cannot be calculated based on the number of words multiplied by typing speed. Typing speed is determined by various factors including the quality of the audio file. Please refer to the estimated quote provided for the cost of services.

2.3 Invoicing for Services

- (a) An invoice for work completed is issued at the end of the project.

2.4 Payment for Services

- (a) Payment is required within 14 days of receipt of invoicing.
- (b) 100wpm reserves the right to charge late fees on overdue amounts at a rate of 10% of the outstanding balance.
- (c) Late fees will be charged after an invoice remains outstanding for 28 days.

3. Turnaround

3.1 Turnaround for Services

- (a) Turnaround time will be determined by volume of work and/or audio quality.
- (b) 100wpm endeavours to meet all reasonable requests for Turnaround times and will notify the client if any reasonable deadline specified is unlikely to be met.

4. Confidentiality

4.1 Confidentiality

- (a) 100wpm will keep the Confidential Information absolutely confidential at all times.
- (b) 100wpm will use the Confidential Information provided by the client only for the purpose of providing the services to the client.

4.2 Deletion of Completed Files

- (a) For security and confidentiality purposes, 100wpm will delete all client transcripts on completion when notified by client of receipt, or if client doesn't formally confirm receipt then 90 days after the transcript is sent to the client.

5. Warranties and Liability

5.1 Warranties

- (a) 100wpm warrants that services will be provided using reasonable care and skill, with appropriate experience and attention to detail.
- (b) To the extent permitted by law, all express or implied warranties, representations, terms and conditions other than those expressly contained in these Terms and Conditions are excluded. Each party acknowledges that it has not relied on any other term, condition, representation, warranty, matter, statement or conduct in entering into this agreement.

5.2 Limitation on Liability

- (a) 100wpm shall not be liable for any loss, damage, outgoings, costs, expenses or other Claims for compensation of whatever description (consequential or otherwise) arising from:
 - i. any breach by a client of these conditions;
 - ii. any client material or instructions supplied by a client which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault attributable to a client; or
 - iii. any use by a client of the transcribed or typed material for illegal or libelous purposes.

- (b) 100wpm expressly limits its liability for any breach of a condition or warranty under these Terms and Conditions by 100wpm, or implied by virtue of any relevant legislation, to:
 - i. supplying the services again; or
 - ii. paying the cost of having the services supplied again.
- (c) The limitation of liability in this clause 5.2 applies even if such loss, damage or expense is caused by 100wpm's negligence.

5.3 Indemnity

- (a) The client agrees to save, protect, defend, indemnify and hold 100wpm harmless from and against any and all Claims and/or financial losses of any type whatsoever arising from:
 - i. any third party Claim that use of the information disclosed by 100wpm hereunder in accordance with these Terms and Conditions violates or infringes any third party's property or proprietary rights of any kind;
 - ii. 100wpm performing this agreement;
 - iii. any breach of these Terms and Conditions by Client, including the failure of Client to pay for the services on time.

6. Miscellaneous

6.1 Entire Agreement

- (a) This agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understanding between the parties in connection with its subject matter.

6.2 Waiver and Amendment

- (a) A provision or obligation under these Terms and Conditions may not be waived except in writing signed by the party granting the waiver.
- (b) A provision or obligation under these Terms and Conditions may not be varied except in writing signed by the parties.

6.3 Governing Law

- (a) This agreement is governed by and construed in accordance with the laws of the State of Queensland, Australia.
- (b) The parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the Courts of the State of Queensland and Courts of Appeal from them for determining any dispute concerning this agreement.

6.4 Signing

- (a) By providing any files for transcription all clients are taken to have read, understood, accepted and agreed to these Terms and Conditions. For clients who require a signed agreement for their own administrative purposes, please refer to the signing page overleaf.

Signing is optional unless clients require a formal agreement.

IN WITNESS WHEREOF, the parties have read, understood, accepted and agreed to all of the Terms and Conditions contained in this document.

For _____
(Client name) or (Company/Institution)

Of _____
(Address)

Signature: _____

Name: _____

Date: _____

For Michelle Baker, trading as **100wpm** (ABN 85 615 327 285)

Signature: _____

Name: _____

Date: _____