

## TERMS AND CONDITIONS

### 1. GENERAL

- 1.1. Wherever these Terms and Conditions differ from an existing contract or service agreement, the conditions of the contract or service agreement take precedence.

### 2. DEFINITIONS AND INTERPRETATION

- 2.1. *My Typing Service/we/us* means My Typing Service, ABN 59 004 517 616, any employees, agents or subcontractors of My Typing Services.
- 2.2. *Fee schedule* refers to any of My Typing Service's pricing brochures and rates letters as applicable in the current calendar year.
- 2.3. *Client/you* means anyone by whom My Typing Service has been engaged in the provision of services.
  - 2.3.1. General and research clients are clients to whom the research fee schedule applies, that is, clients who utilise My Typing Service services for the transcription of research or other interviews or focus groups.
  - 2.3.2. Professional dictation clients are clients to whom the professional fee schedule applies, that is, clients who utilise transcription services for the transcription of professional dictation, whether it be medical, legal, or otherwise in nature.
- 2.4. *Transcript* means the type-written version of audio provided by the client to My Typing Service, and transcription means the production of a transcript by My Typing Service.
- 2.5. *Manager* refers to a duly authorised manager of My Typing Service.
- 2.6. *Personal information* means the information or an opinion (including information or an opinion forming part of a database) whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion.
- 2.7. *Confidential information* means information that:
  - 2.7.1. is by its nature confidential;
  - 2.7.2. is identified (whether in writing or not) as confidential by the client to My Typing Service;
  - 2.7.3. My Typing Service knows or ought to know is confidential;
  - 2.7.4. is personal information.
- 2.8. *Audio minutes* refers the total minutes of transcribed audio per file.
- 2.9. *Audio quality* is rated from poor to good, with 'poor' audio incurring a surcharge in line with our fee schedule.
- 2.10. *Per line* has the meaning attributed in our fee schedules, namely every 65 characters typed including spaces (ie, 65 keystrokes).
- 2.11. The clauses, paragraphs and subparagraphs contained in this document are intended to be read and construed independently of each other. If any part of this document is held to be invalid, this invalidity will not affect the operation of any other part of this document.
- 2.12. Headings are inserted for convenience and are not to be considered when interpreting this Agreement. Words in the singular number include the plural and vice versa; and references to legislation or to provisions in legislation include references to amendments or re-enactments of them and to all regulations and instruments issued under the legislation.



### 3. SUPPLY OF SERVICES

- 3.1. My Typing Service provides transcription, typing, and document-production services for businesses, institutions and also individuals.
- 3.2. My Typing Service may be engaged in the provision of services explicitly, by verbal and written negotiation, or implicitly, by the provision of audio to My Typing Service by a client for the purpose of transcription.
- 3.3. By engaging My Typing Service in the provision of services, the client acknowledges that the client has read and accepted the Terms and Conditions set out herewith.
- 3.4. My Typing Service 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 My Typing Service declines to engage in the supply of services to a client, the client will be notified.
- 3.5. Supply of services may be carried out by either a My Typing Service employee or an authorised My Typing Service subcontractor.

### 4. RATES

- 4.1. Fee schedules are available either:
  - 4.1.1. in client login;
  - 4.1.2. in a separate rates letter/client agreement;
  - or,
  - 4.1.3. in the case of prospective clients, by email.
- 4.2. Upon providing My Typing Service with audio for transcription, it is deemed that you have read, understood and accepted all information contained in the fee schedule, and are liable for all subsequent transcription costs incurred by us.
- 4.3. For general transcription clients, pricing is based on a rate per audio minute, dependent on audio quality.
- 4.4. For professional clients, pricing is based on a rate per line unless negotiated otherwise.
- 4.5. Discounted rates are available in the following circumstances:
  - 4.5.1. For general transcription clients, an extended turnaround discount is available.
  - 4.5.2. For general transcription/research clients, a volume discount is available to clients sending greater than three hours of audio in a single batch.
  - 4.5.3. For regular and ongoing professional transcription bookings.
  - 4.5.4. After a period of three months the client has the option of electing to accept a fixed monthly fee option. The fixed fee allows for unlimited transcription; however, is payable whether transcription services are provided or not.
  - 4.5.5. The decision as to whether or not the discounted fee schedule is applicable is at the discretion of the My Typing Service manager and is determined on a case-by-case basis; however, this will be confirmed in writing with the client prior to any costs being incurred (Appendix A).

### 5. INVOICING

- 5.1. An invoice for work completed is issued monthly or at the end of the project, unless other arrangements are made.
- 5.2. My Typing Service reserves the right to require payment of outstanding invoices before continuing to provide services.

### 6. PAYMENT

- 6.1. Any client residing within Australia has the obligation to pay GST upon any service provided by My Typing Service.
- 6.2. My Typing Service reserves the right to charge late fees on overdue amounts at a rate of 10% of the outstanding balance or \$25 whichever is greater, per month.
  - 6.2.1. Late fees will be charged after an invoice remains outstanding for 60 days from the date of invoice.



- 6.3. My Typing Service retains ownership of all transcripts until the invoice for those transcripts is paid and reserves the right to take reasonable measures to recover costs from invoices outstanding greater than 60 days.
- 6.4. In the event of invoices that remain unpaid, My Typing Service has the right to commence legal proceedings to recover the debt.
- 6.5. The client will be responsible for any costs incurred in recovering outstanding invoices.
- 6.6. In the event of a cheque from a client being refused by the bank, or a refund being made by the credit card, the client will be responsible for all bank charges resulting from the returned cheque/credit card refund.
- 6.7. Foreign clients should note that invoices are issued in local currency and clients should allow for small price differences caused by short-term currency exchange rate fluctuations
- 6.8. Prepayment for transcription is available at the discretion of the manager and such funds provided to My Typing Service with this purpose in mind remain in your credit until exhausted by payment for services, or for a maximum of two years from the date of prepayment.

## 7. CANCELLATION AND SUSPENSION

- 7.1. Where transcription of a standard turnaround cancelled file has not yet been commenced, there is no fee charged for cancellation.
- 7.2. Where transcription of a cancelled file has been commenced and/or completed, the client will be charged for the audio transcribed at the time of cancellation at the rates outlined in the fee schedule and/or variation agreement.
- 7.3. Where a regular and ongoing professional transcription discount option has been agreed, the client will be charged 50% of the average fee for the booking where less than 14 days' written notice is provided suspending the service.

## 8. FILE RETRIEVAL/ARCHIVING

- 8.1. For security and confidentiality purposes, unless archiving is requested by client, My Typing Service purges all client transcripts from our servers one month after completion of transcript.
- 8.2. A general offsite backup is maintained for approximately one year. Files may be retrieved during this time where possible for a small retrieval fee, outlined in the fee schedule.

## 9. TURNAROUND

- 9.1. Except where another arrangement exists, turnarounds detailed in fee schedules operate as guidelines only and may vary depending on audio quality and volume of work. Turnarounds are not enforceable in any way. My Typing Service endeavours to meet all reasonable requests for specific turnaround times, and the client may add notes detailing a specific turnaround request to any audio uploaded. My Typing Service will notify the client if any reasonable deadline specified in a note is unlikely to be met.

## 10. STYLE

- 10.1. My Typing Service's standard (sometimes known as "intelligent verbatim" or "light editing") style will be used for all transcripts unless otherwise agreed. In order to improve the readability of the transcript, the standard My Typing Service style excludes false starts, repeated words, verbal acknowledgements (when not pertinent to the meaning of the transcript), repetitive speech habits, over-talking and trailing off.
- 10.2. Unless instructions are given to the contrary, dictations will be transcribed using the exercise of reasonable care, skill and discretion by the typist, with regard to punctuation, capitalisation, and spelling of words.



- 10.3. Unless instructions are given to the contrary, professional transcription will be transcribed according to the style layout as specified in the ADHI Book of Style and the Australian Style Manual.

## 11. TRIALS

- 11.1. Where requested, and at the discretion of the manager, My Typing Service may offer a free trial of services for 10 minutes of audio.

## 12. DISPUTE RESOLUTION

- 12.1. Although all transcripts are quality assured prior to return to client, it must be noted that the final checking of transcripts is the responsibility of the client.
- 12.1.1. My Typing Service will comply with any reasonable request for correction of typing without charge, but does so at a manager's discretion, taking into account quality of audio, nature of transcript and types of errors.
- 12.1.2. A request for the correction of a transcript must be made within 14 days of issuance of invoice for the transcript.
- 12.1.3. My Typing Service is not liable for any charges the client might incur correcting a transcript.
- 12.2. My Typing Service endeavours to resolve all disputes to the satisfaction of the client and aims to do so in a peaceable and amicable manner. If any dispute or difference arises out of, or in connection with, these Terms and Conditions which are unable to be resolved by negotiation, then My Typing Service and the client agree that the dispute shall be submitted to an independent mediator appointed by agreement between My Typing Service and the client. Any disputes regarding the quality of a transcript should be assessed by a mediator familiar with the nature and standard practices of the industry. Costs for mediation are to be shared by the parties. In the event that either My Typing Service or client should fail or refuse to agree to, or participate in, this dispute resolution procedure, then either party shall be free to seek to resolve matters by obtaining independent legal advice.
- 12.3. Consumers of My Typing Service services are able to lodge complaints via email to the manager My Typing Service.
- 12.3.1. Complaint details will be recorded, including: date of the complaint, name and contact details of the complainant (this information will be kept confidential), a record of the investigations undertaken, the nature of the complaint (including subject and details of the matter), final action taken and the date and manner in which the complainant was informed of the outcome.
- 12.3.2. The complainant will be notified within 10 working days from the notification of the complaint as to the process being undertaken to reach a resolution and will be informed as to the final outcome and/or updated as appropriate. Organisational members will be given the opportunity to answer any complaint.

## 13. WARRANTIES AND LIABILITY

- 13.1. My Typing Service warrants that services will be provided using reasonable care and skill, and that all typists are subject to strict confidentiality agreements, have appropriate experience and have undergone a rigorous quality review process.
- 13.2. Refunds for transcription will only be considered after a mediation assessment.
- 13.3. My Typing Service shall not be liable for any loss, damage, costs, expenses or other claims for compensation arising from:
- 13.3.1. any breach by a client of these conditions;
- 13.3.2. 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 nonarrival, or any other fault attributable to a client;
- 13.3.3. any use by a client of the transcribed or typed material for illegal or libellous purposes;
- 13.3.4. the production by My Typing Service of any transcript, or the use by a client or anyone else of any transcript.



- 13.4. My Typing Service does not accept liability for failing to supply services due to Acts of God, fire, flood, electrical or telecommunications problems or any other reason beyond our control.
- 13.5. All incoming emails, discs, CDs or other media will be scanned for viruses. My Typing Service will not open unsolicited emails or email attachments which do not have an accompanying explanatory message.
- 13.6. My Typing Service will endeavour to scan all email attachments sent to customers. However, it is the responsibility of all recipients to check attachments for malicious software prior to opening the file as no responsibility or liability will be accepted by My Typing Service.

## 14. CONFIDENTIALITY

- 14.1. The client warrants that it has the right to disclose any confidential information which it discloses to My Typing Service.
- 14.2. The client agrees to save, protect, defend, indemnify and hold My Typing Service harmless from and against any and all claims and/or financial losses of any type whatsoever arising from any third party claim that use of the information disclosed by My Typing Service hereunder in accordance with these Terms and Conditions violates or infringes any third party's property or proprietary rights of any kind.
- 14.3. My Typing Service and its operations will at all times adhere to the letter and spirit of the National Privacy Principles as set out in the Privacy Act 1988 (Cth) (available on request from My Typing Service).
- 14.4. My Typing Service at all times acknowledges that confidential information remains the exclusive property of the client and this agreement does not convey any proprietary or other interest in the confidential information to My Typing Service, except in circumstances where clause 6.3 applies.
- 14.5. My Typing Service will use the confidential information provided by the client only for the purpose of providing the services to the client.
- 14.6. My Typing Service agrees that during and after the provision of services:
  - 14.6.1. It will only disclose the confidential information on a "need to know" basis to its directors, employees, agents or subcontractors for the purposes of providing the services.
  - 14.6.2. It will inform its directors, employees, agents or subcontractors of their obligation under these Terms and Conditions and will ensure they sign any confidentiality agreements which are necessary to ensure their compliance with these Terms and Conditions and the standards required by the Privacy Act 1988 (Cth).
  - 14.6.3. Confidential information will be kept in a secure location where it cannot be accessed by any third party.
- 14.7. The obligations of My Typing Service under these Terms and Conditions will not be taken to have been breached where the confidential information:
  - 14.7.1. is legally required to be disclosed, provided the client is notified promptly in order to contest such a disclosure;
  - 14.7.2. is or becomes generally available to the public through no wrongful act, omission or breach of these Terms and Conditions by My Typing Service;
  - 14.7.3. was in My Typing Service's possession prior to the time it was acquired from the client free from any obligation as to confidentiality and was not acquired, directly or indirectly, from the client;
  - 14.7.4. has been independently developed or acquired by My Typing Service;
  - 14.7.5. forms part of a transcript that falls under the conditions set out in clause 6.3 retaining ownership of the transcripts until the invoice for those transcripts is paid.
- 14.8. Term and Termination:
  - 14.8.1. obligations as to the nondisclosure of confidential information are ongoing and will survive the expiration or termination of the provision of the services.



14.9. Waiver and Variation:

14.9.1. a provision or obligation under these Terms and Conditions may not be waived except in writing signed by the party granting the waiver.

14.9.2. a provision or obligation under these Terms and Conditions may not be varied except in writing signed by the parties.





# APPENDIX A-VARIATION ON STANDARD SERVICES AGREEMENT

This agreement is entered into by My Typing Service whose principal place of business is located at PO Box 2125 HIGH WYCOMBE WA 6057 (ABN 59 004 517 616).

and

\_\_\_\_\_(the client) whose  
principal place of business is located at \_\_\_\_\_

The terms of the agreement are as follows:

## 1. ENGAGEMENT AND DUTIES

The client uses My Typing Service for

☐ General transcription.

☐ Extended turnaround of \_\_\_\_days ; or

☐ High volume of \_\_\_\_\_ audio hours.

☐ Professional transcription

☐ Regular and ongoing

☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday

☐ Fixed monthly fee of \$ \_\_\_\_\_

☐ Audio minute at \$ \_\_\_\_\_

☐ Other (specify) \_\_\_\_\_

The client and My Typing Service agree to perform such duties as outlined in this Service Agreement, the Terms and Conditions and Fee Schedule.

## 2. TERMS OF AGREEMENT

Subject to the provision of termination contained in clause 3, the client and My Typing Service agree to the following.

2.1. My Typing Service will create an administrator ID and grant access to its portal through user identification and password. Protecting the user ID and password is the responsibility of the individual users. The client agrees to cover all costs incurred for any subsequent portal access requirements.

2.2. The client agrees to upload audio files in an approved format.

2.3. When requested by the client, My Typing Service can provide digital voice recorders/software and accessories to produce suitable voice files. The client agrees to cover all costs for the required number of units.

2.4. My Typing service will ensure the portal is functioning at a desired level of efficiency and the client and users can upload voice files, download text files and track the status of each file.

2.5. Backup: Both voice and text files will be available in the portal for 30 days. Thereafter My Typing Service shall keep an offline backup of the voice and text files for approximately one year. It is the responsibility of the client to download the text files within the time frame and store for future use.

2.6. My Typing Service shall submit an invoice as per clause 5 in the Terms and Conditions.

2.7. The client shall ensure payment of all invoices within seven days from the date of invoice. Payment for undisputed charges not received within 60 days may incur additional costs as outlined in clause 6 of the Terms and Conditions.



### 3. TERMINATION

- 3.1. Either party shall have the right to terminate this agreement upon 30 days' written notice.
- 3.2. In the event of any termination or cancellation of this agreement by the client for reasons other than a material breach by My Typing Service as set forth above, in addition to any other rights and remedies My Typing Service may have, the client shall pay an amount equal to 50% of the average monthly billing for each month for the remainder of the current term.
- 3.3. The exercise of any right of termination under this Section 3 shall be without prejudice to any other legal or equitable remedies to which the terminating party may be entitled by reason of such right.

#### SIGNED

My Typing Service

Signature:

Date:

Client \_\_\_\_\_

Signature:

Date:

