

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. 'Sterling Transcription¹/we/us' means Sterling Transcription, the UK trading name of Pacific Solutions Pty Ltd, and any employees, agents or subcontractors of Sterling Transcription or Pacific Solutions.
- 2.2. 'Rates brochure' refers to any of Sterling Transcription's standard pricing brochures and individual client rates letters as applicable in the current calendar year.
- 2.3. 'Client/you' means anyone by whom Sterling Transcription has been engaged in the provision of services.
- 2.3.1. 'Research clients' are clients to whom the research rates brochure applies, that is, clients who utilise Sterling Transcription services for the transcription of research or other interviews or focus groups.
- 2.3.2. 'Professional dictation clients' are clients to whom the professional rates brochure applies, that is, clients who utilise Sterling Transcription's services for transcription of professional dictation, whether it be medical, legal, or otherwise in nature.
- 2.4. 'Transcript' means the typewritten version of audio either provided by the client to Sterling Transcription or recorded by Sterling Transcription, and transcription means the production of a transcript by Sterling Transcription.
- 2.5. 'Manager' refers to a duly authorised manager of Sterling Transcription.
- 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.

1 Sterling Transcription is a registered trading name of Pacific Solutions Pty Ltd, a company incorporated in Australia.
(ABN 67 100 292 171)



- 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 Sterling Transcription;
 - 2.7.3. Sterling Transcription knows or ought to know is confidential;
- 2.8. Words importing a gender include the other; 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. Sterling Transcription provides a transcription, typing, and document-production service for businesses, institutions and also individuals.
 - 3.1.1. Sterling Transcription also provides minute taking services.
- 3.2. Sterling Transcription may be engaged in the provision of services explicitly, by verbal and written negotiation, or implicitly, by the provision of audio to Sterling Transcription by a client for the purpose of transcription.
- 3.3. By engaging Sterling Transcription 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 maintained in client logins and are freely available on request.
- 3.4. Sterling Transcription 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 Sterling Transcription 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 Sterling Transcription employee or an authorised Sterling Transcription subcontractor (please see clause 15).
- 3.6. Sterling Transcription may from time to time include clients' company logos on promotional material. If you do not wish to have Sterling Transcription use your company logo on promotional material, please notify us.

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4. Rates

- 4.1. Rates brochures are available either:
 - 4.1.1. in a client account 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 Sterling Transcription with audio for transcription, it is deemed that you have read, understood and accepted all information contained in the rates brochure, and are liable for all subsequent transcription costs incurred by us.
- 4.3. Itemised quotations for cost of services are provided in good faith and are an approximation of anticipated charges based on information provided by a client. A precise assessment of final charges will be made once the audio has been received and typed, and other factors relevant to the transcription of the audio are known. Sterling Transcription reserves the right to alter the final charges made to clients, in line with the rates brochure, where circumstances change.
- 4.4. For research clients, pricing is based on a rate per audio minute, dependent on audio quality.
 - 4.4.1. 'Audio minutes' refers to the total minutes of transcribed audio per file, with each file rounded up to the nearest whole minute.
 - 4.4.2. 'Audio quality' is rated from low through to high, with 'low' audio charged at a higher rate in line with our standard rates.
- 4.5. For professional clients, pricing is based on a rate per line or per audio minute, depending on the negotiated agreement.
 - 4.5.1. 'Per line' has the meaning attributed in our rates sheets, namely: every 65 characters with spaces (i.e. 65 keystrokes), but not white space. This can be audited against the Microsoft Word character count. Part lines are rounded up to the nearest whole line.
- 4.6. Sterling Transcription will only inform a client of a divergence from a quotation if the cost of services is likely to vary by greater than 15%.
- 4.7. In special circumstances, Sterling Transcription is able to provide an enforceable pricing agreement with a client. To do so, the entirety of audio subject to the pricing agreement needs to be provided by the client in order for Sterling Transcription to make an assessment of anticipated costs.



- 4.8. The decision as to whether or not a discount is applicable is at the discretion of the Sterling Transcription manager and is determined on a case-by-case basis, however this will be confirmed with the client prior to any costs being incurred.
- 4.9. All audio is automatically deleted from the client's online account once the completed transcript has been returned to the client.

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. Sterling Transcription reserves the right to require pre-payments, to require payment before release of a transcript, to issue invoices more frequently to new clients, and also to require payment of outstanding invoices before continuing to provide services.

6. Payment

- 6.1. Sterling Transcription reserves the right to charge late fees on overdue amounts at a rate of 10% of the outstanding balance or £15, whichever is greater, per month.
 - 6.1.1. Late fees will be charged after an invoice remains outstanding for 60 days from the date of invoice.
- 6.2. Sterling Transcription 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.
- 6.3. In the event of a cheque from 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.
- 6.4. In the event of invoices remaining unpaid, Sterling Transcription has the right to commence legal proceedings to recover the debt.
- 6.5. Prepayment for transcription is available at the discretion of the manager, and such funds provided to Sterling Transcription 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.

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- 6.6. Invoice payment is to be made in full and without deduction or offset of fees or charges levied by the client's financial institution.

7. File Retention Period and Purging

- 7.1. For security and confidentiality purposes, unless archiving is requested by a client, Sterling Transcription purges all client transcripts and audio files from client accounts approximately one month after payment of the invoice has been received.
- 7.2. Unless agreed otherwise, an offline archive backup of completed work is maintained. Where possible, files may be retrieved from this secure archive for a small retrieval fee, outlined in the rates brochure.
- 7.3. Sterling Transcription's archiving service keeps completed transcripts (and, by negotiation, audio) on Sterling Transcription's server for as long as the archiving fee continues to be paid by client.
- 7.3.1. Where a client fails to pay the archive service fee, Sterling Transcription reserves the right to purge documents and/or audio in line with usual security and confidentiality policies as outlined in clause 14.

8. Turnaround

- 8.1. Except where another arrangement exists, turnarounds detailed in rates brochures operate as guidelines only and may vary depending on audio quality and volume of work. Turnarounds are not enforceable in any way. Sterling Transcription 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. Sterling Transcription will notify the client if any reasonable deadline specified in a note is unlikely to be met.

9. Style

- 9.1. Sterling Transcription's Standard (sometimes known as 'intelligent verbatim') style will be used for all transcripts of interviews/focus groups (and other multi-speaker recordings) unless otherwise agreed. In order to improve the readability of the transcript, the Standard Sterling Transcription style excludes false starts, repeated words, verbal acknowledgements



(when not pertinent to the meaning of the transcript), repetitive speech habits, over-speaking and trailing off.

- 9.2. 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. This applies to all professional transcription.

10. Trials

- 10.1. Where requested, and at the discretion of the manager, Sterling Transcription may offer a free trial of services for 10 minutes of audio for the purpose of confirming template, style and quote specifications.

11. Cancellation

- 11.1. Where a file booked for standard turnaround is cancelled and work has not yet commenced, there is no fee charged for cancellation.
- 11.2. Where a file booked for any turnaround faster than standard turnaround is cancelled and work has not yet commenced, a cancellation fee may apply.
- 11.3. Where transcription of a cancelled file has commenced, a client will be charged for the audio minutes transcribed at the time of cancellation.
- 11.4. Where transcription of a cancelled file has been completed, the full amount for transcription of the file is payable.

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. Sterling Transcription will comply with any reasonable request for correction of typing without charge, but does so at the 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.

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- 12.1.3. Sterling Transcription is not liable for any charges the client might incur correcting a transcript.
- 12.2. Sterling Transcription endeavours to resolve all disputes to the satisfaction of a 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 Sterling Transcription and the client agree that the dispute shall be submitted to an independent mediator appointed by agreement between Sterling Transcription 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 Sterling Transcription or the 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. Sterling Transcription will provide appropriate avenues for clients to state and resolve any grievances about the service received without fear of penalty or victimisation.
- 12.4. All grievances will be handled according to Sterling Transcription's Terms and Conditions, Privacy and Confidentiality policies.
- 12.5. Consumers of Sterling Transcription services are able to lodge complaints in the following ways:
- Via email: To the Enquiries Team, enquiries@sterlingtranscription.co.uk.
- Via post: 78 York Street, London, W1H 1DP.
- 12.5.1. 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.
- 12.5.2. 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. Company representatives will be given the opportunity to answer any complaint.



13. Warranties and Liability

- 13.1. Sterling Transcription 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. Sale of goods and services:
 - 13.2.1. Where Sterling Transcription supplies in connection with the provision of the services any goods supplied by a third party, such as the sale of merchandise, Sterling Transcription does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the client the benefit of any warranty, guarantee or indemnity given by the party supplying the goods to Sterling Transcription.
 - 13.2.2. Refunds for transcription will only be considered after a mediation assessment.
- 13.3. Sterling Transcription 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 the 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 the client;
 - 13.3.3. any use by the client of the transcribed or typed material for illegal or libellous purposes;
 - 13.3.4. the production by Sterling Transcription of any transcript, or the use by the client or anyone else of any transcript.
- 13.4. Sterling Transcription recommends that any client material sent to Sterling Transcription through the postal services is sent via recorded delivery. Sterling Transcription shall not be liable for any loss, damage, costs, expenses or other claims arising from any client material which is lost or damaged through the postal system or of which the client has not retained a copy.
- 13.5. Sterling Transcription will not be liable for any loss or damage to any cassettes/discs or other portable storage media or due to any mechanical failure of a cassette/disc or other form of portable storage media. For this reason, we recommend that clients maintain a duplicate copy of any material provided to us.

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- 13.6. Force Majeure
- 13.6.1. Sterling Transcription 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.
- 13.7. All incoming emails, discs, CDs or other media will be scanned for viruses. Sterling Transcription will not open unsolicited emails or email attachments which do not have an accompanying explanatory message.
- 13.7.1. Sterling Transcription will endeavour to scan all email attachments sent to customers. However, it is the responsibility of all recipients to check attachments prior to opening the file as no responsibility or liability will be accepted by Sterling Transcription.

14. Confidentiality

- 14.1. The client warrants that it has the right to disclose any confidential information which it discloses to Sterling Transcription.
- 14.2. The client agrees to save, protect, defend, indemnify and hold Sterling Transcription 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 to or by Sterling Transcription hereunder in accordance with these Terms and Conditions violates or infringes any third party's property or proprietary rights of any kind, excluding (if applicable) any rights of data subjects under the Applicable Data Protection Legislation (defined below).
- 14.3. Sterling Transcription 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 Sterling Transcription, except in circumstances where Clause 6.2 applies.
- 14.4. Sterling Transcription will use the confidential information provided by the client only for the purpose of providing the services to the client.
- 14.5. Sterling Transcription agrees that during and after the provision of services:
- 14.5.1. 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.

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- 14.5.2. 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 Applicable Data Protection Legislation (defined below).
- 14.5.3. Confidential information will be kept in a secure location where it cannot be accessed by any third party.
- 14.6. The obligations of Sterling Transcription under these Terms and Conditions will not be taken to have been breached where the confidential information:
 - 14.6.1. is legally required to be disclosed, provided the client is notified promptly in order to contest such a disclosure;
 - 14.6.2. is or becomes generally available to the public through no wrongful act, omission or breach of these Terms and Conditions by Sterling Transcription;
 - 14.6.3. was in Sterling Transcription'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;
 - 14.6.4. has been independently developed or acquired by Sterling Transcription;
 - 14.6.5. forms part of a transcript that falls under the conditions set out in Clause 6.2 retaining ownership of the transcripts until the invoice for those transcripts is paid.
- 14.7. Term and Termination:
 - 14.7.1. obligations as to the non-disclosure of confidential information are ongoing and will survive the expiration or termination of the provision of the services.
- 14.8. Waiver and Variation:
 - 14.8.1. a provision or obligation under these Terms and Conditions may not be waived except in writing signed by the party granting the waiver.
 - 14.8.2. a provision or obligation under these Terms and Conditions may not be varied except in writing signed by the parties.



15. Data Protection

15.1. For the purposes of these Terms and Conditions and more particularly this clause 15, the following defined terms shall have the following meanings:

- a) 'Applicable Data Protection Legislation' shall mean all applicable privacy and data protection laws including the Data Protection Act 2018 (United Kingdom), the UK GDPR (as defined in the Data Protection Act 2018 and the GDPR in each case as amended, re-enacted or replaced from time to time.
- b) 'GDPR' means the General Data Protection Regulation (EU) 2016/679.
- c) 'Standard Contractual Clauses' shall mean (i) where the GDPR applies, the clauses annexed to European Commission Implementing Decision (EU) 2021/914 of 4 June 2021 (the "EU SCCs"); and (ii) where the UK GDPR applies, the EU SCCs in conjunction with and as varied by the United Kingdom Addendum B.1.0 to the Standard Contractual Clauses issued by the UK Information Commissioner's office ("the UK Addendum"), each as amended or updated from time to time
- d) 'Transcript' means the typewritten version of audio either provided by the client to Sterling Transcription or recorded by Sterling Transcription, and 'transcription' means the production of a transcript by Sterling Transcription; and the terms "process", "processing", "personal data", "data subject", "controller", "processor", and "personal data breach", shall have the meaning given to them in the UK GDPR.

15.2. Each party:

15.2.1. shall comply at all times with its respective obligations under the provisions of the Applicable Data Protection Legislation and shall not perform its obligations under these Terms and Conditions in such a way as to cause the other to breach any of its applicable obligations under Applicable Data Protection Legislation; and

15.2.2. acknowledges that the factual arrangements between them dictates the classification of each party as a controller or processor. Notwithstanding the foregoing, the parties anticipate that in the context of Sterling Transcription's operations, the client will be the controller in respect of audio and transcript files and that Sterling Transcription will be the processor of audio and transcript files.

15.3. Where Sterling Transcription processes personal data as a processor:

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- 15.3.1. Sterling Transcription agrees to only process personal data in accordance with this agreement and the documented instructions of the client. The client's transcription requirements must be provided to Sterling Transcription before commencement of the first transcription task, and may be updated at any time for subsequent transcription tasks;
- 15.3.2. if Sterling Transcription believes in any way that they cannot process a transcript in accordance with the instructions of the client, as to do so would infringe the Applicable Data Protection Legislation, or it cannot comply for any other reason, it agrees to inform the client promptly of its inability to comply.
- 15.3.3. where Sterling Transcription processes personal data on behalf of the client, with respect to such processing, Sterling Transcription shall:
- i. implement appropriate technical and organisational security measures so that personal data is protected against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm and risk which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to personal data and having regard to the nature of personal data which is to be protected. A description of the technical and organisation security measures in place at the date of this agreement (which Sterling Transcription may, subject to the preceding sentence, update at its discretion) is set out in Schedule 1 Part 3. The client acknowledges and agrees that these measures are appropriate and shall immediately notify Sterling Transcription in writing if the nature of the personal data processed pursuant to this agreement changes in a material way or if in any other circumstances the client no longer considers the Schedule 1 Part 3 security measures to be appropriate;
 - ii. ensure that all employees of, and subcontractors to, Sterling Transcription sign a confidentiality agreement before the commencement of work in accordance with Clause 14, above;
 - iii. remain authorised by the client to appoint sub-processors, which may include typist subcontractors (who will be sub-processors of audio and transcript files) and all sub-processors engaged by Sterling Transcription as at the



commencement date of this agreement (including all existing typist subcontractors) shall be deemed authorised. Sterling Transcription shall inform the client of any addition or replacement of such sub-processors in such manner as is deemed appropriate by Sterling Transcription giving the client an opportunity to object to such changes;

- iv. notify the client without undue delay after becoming aware that it has suffered a personal data breach;
- v. permit the client (subject to the client giving reasonable and appropriate confidentiality undertakings), to audit Sterling Transcription's data processing activities to enable the client to verify and/or procure that Sterling Transcription is complying with its obligations under this clause 15. Any audit shall take place on at least four weeks' written notice, during normal business hours and no more than once in any calendar year. All information obtained pursuant to an audit shall be maintained in confidence by the client and may not be disclosed to any third party (except if and to the extent required by Applicable Data Protection Legislation) ;
- vi. assist the client to respond to requests from data subjects who are exercising their rights under the Applicable Data Protection Legislation;
- vii. on the client's reasonable request, assist the client to comply with the client's obligations pursuant to Articles 32-36 of the UK GDPR (or such corresponding provisions of the Applicable Data Protection Legislation), comprising (if applicable): (a) notifying a supervisory authority that the client has suffered a personal data breach; (b) communicating a personal data breach to an affected individual; (c) carrying out an impact assessment; and (d) where required under an impact assessment, engaging in prior consultation with a supervisory authority; and
- viii. unless applicable law requires otherwise, and subject to Clause 7, upon termination of this agreement at the option of Sterling Transcription (i) delete all personal data provided by the client to Sterling Transcription; and/or (ii) return to the client all personal data and any other information provided by the client to Sterling Transcription; and (iii) cease to process all applicable personal data.

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- 15.4. Where by operation of clause 15.3, Sterling Transcription is obliged to provide assistance to the client or to third parties at the request of the client (including submission to an inspection or audit or the provision of information), such assistance shall be provided directly at the sole cost and expense of the client, save where such assistance directly arises from Sterling Transcription's breach of its obligations under this agreement, in which event the costs of such assistance shall be borne by Sterling Transcription
- 15.5. The client agrees to delegate to Sterling Transcription the day-to-day allocation of its transcription tasks amongst its pool of sub-processors, as is custom in the transcription industry. The client may however instruct Sterling Transcription prior to the commencement of transcription if work must be performed in one or more specific jurisdiction(s).
- 15.6. The client acknowledges that in relation to the processing of personal data under this agreement:
- 15.6.1. As Sterling Transcription does not analyse or collate information recorded in client audio files or transcripts, the specific personal data being processed is unknown at the time of engagement. However, Sterling Transcription takes the precaution of treating all audio and transcript files as though they contain personal data;
- 15.6.2. The factual description of the subject-matter, duration of the processing, the nature and purpose of the processing, the type of personal data and the categories of data subjects (the 'Processing Particulars') are as set out in Schedule 1 Part 2. To the extent that the client does not consider the Processing Particulars to be accurate or comprehensive in relation to the processing of personal data under this agreement, it shall notify Sterling Transcription in writing and the parties shall, each acting in good faith, agree to update the Processing Particulars accordingly.
- 15.7. For the purposes of any transfer from the processor in the UK or EU to the controller in a country or territory that is not recognised by the United Kingdom government or the European Commission as providing an adequate level of protection, the Parties hereby enter into the Standard Contractual Clauses Module 4 Processor to Controller, which are incorporated by reference. The information required for the purposes of the Standard Contractual Clauses are set out in Schedule 1 Part 1 and 2. At the written request of either party, the parties shall: (i) sign a complete stand-alone copy of the Standard Contractual Clauses Module 4 Processor to Controller (reflecting the information set out in Schedule 1 Part 1 and 2); or (ii) in relation to transfers from the UK only, a complete stand-alone copy of the UK ICO International Data Transfer Agreement (reflecting the



information set out in Schedule 1 Part 1 and 2, the form but not the content of which may be amended as necessary), which once signed shall be annexed to and form a binding part of this agreement.

- 15.8. To the extent the Standard Contractual Clauses are not consistent with any terms of this agreement; the terms of the Standard contractual Clauses shall prevail over the terms of this agreement in relation to the processing of personal data.
- 15.9. If, subsequent to the date of this agreement, the Standard Contractual Clauses cease to provide an appropriate safeguard (and, to that end, a lawful ground under Applicable Data Protection Legislation) for the transfer of personal data to a third country, territory or international organisation outside the UK or EU, including if they are held to be invalid by a competent court or they are amended, replaced or repealed pursuant to the UK GDPR or the GDPR then, at the election of Sterling Transcription, each party shall, at its own expense, execute and deliver any necessary documentation as may be required in order to enable the parties to continue to lawfully transfer personal data outside the UK or EU.
- 15.10. Clause 15 and any dispute or claim arising out of or in connection with it, or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales. The parties agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute (whether contractual or non-contractual) arising from or in connection with Clause 15.

16. Governing Law and Jurisdiction

These Terms and Conditions (excluding Clause 15) and any dispute or claim arising out of or in connection with them, or their subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of Queensland, Australia. The parties agree that the courts of Queensland and the Commonwealth of Australia will have exclusive jurisdiction to settle any dispute (whether contractual or non-contractual) arising from or in connection with the Terms and Conditions.

17. Acceptance and Signing

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17.1. All clients are taken to have read, understood, accepted and agreed to Terms and Conditions set out above. The terms and conditions are effective from the date the client has either:

- (i) uploading a file to the Sterling Transcription website;
- (ii) submitted a request to Sterling Transcription for the provision of services (whether as an order form or otherwise); or
- (iii) otherwise communicated to us your acceptance of these Terms and Conditions.

If you are accepting on behalf of the client, you represent and warrant that:

- (i) you have full legal authority to bind your employer, or the applicable entity, to these terms and conditions;
- (ii) you have read and understand the terms and conditions; and
- (iii) you agree, on behalf of the party that you represent, to the terms and conditions.

The parties agree that where the client has been presented with these terms and has uploaded a file or sought a commitment to service, such acceptance shall constitute execution of the entirety of the terms by both parties, subject to the effective date described above.

For clients who require a signed agreement for their own administrative purposes, please refer to the signing page, available separately.

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SCHEDULE 1

PART 1

- 1.1 The Standard Contractual Clauses Module 4 shall apply as follows:
- (a) The optional clause 7 “Docking clause” shall not apply.
 - (b) The optional paragraph in clause 11 (a) “Redress” shall not apply.
 - (c) With regard to clause 17 “Governing Law” the law of the Republic of Ireland shall apply.
 - (d) With regard to clause 18 “Choice of forum and jurisdiction” the jurisdiction of the Republic of Ireland shall apply.
- 2.1 In relation to the processing of personal data subject to the UK GDPR, in addition to clause 1.1 (above) the UK Addendum shall apply as follows and in the event of a conflict between clause 1.1 and this clause 2.1, the provisions of this clause 2.1 shall apply:
- (a) With respect to Part 1, Table 1: the ‘Start date’, ‘Parties’ and ‘Key Contact’ shall be as set out in this agreement.
 - (b) With respect to Part 1, Table 2: Selected SCCs, Modules and Selected Clauses, the modules and selected clauses shall be as set out in clause 1.1 above.
 - (c) With respect to Part 1, Table 3: the Appendix Information shall be as set out in Part 2 of this Annex.
 - (d) With respect to Part 1, Table 4: the Exporter may end the UK Addendum as set out in Section 19.
 - (e) With respect to Part 2: the Alternative Part 2 Mandatory Clause shall apply, as follows: Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 28 January 2022, as it is revised under Section 18 of those Mandatory Clauses.

PART 2

The Appendix to the Standard Contractual Clauses shall apply as follows:

Categories of data subjects whose personal data is transferred	Individuals who are either recorded in audio files or are the subject matter of the information recorded in audio files.
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Categories of personal data transferred	Information recorded in audio files and the resulting transcript files. It is not anticipated that sensitive personal data is processed. The controller is to inform the processor in advance if sensitive personal data is to be processed.
The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis)	Continuous for the duration of an engagement.
Purpose(s) of the data transfer and further processing	Transcription and related purposes, although the subject matter of a particular transcript will vary depending on the needs of the client in question.
The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period	The time required to complete the transcription plus any period before which the controller's files are purged according to Clause 7 above.

PART 3

Description of the technical and organisational security measures implemented by Sterling Transcription:

Secure Website and Client Accounts

- Sterling Transcription maintains a secure online website to which clients can upload information and audio.
- Access to the site is auditable via IP number.
- The secure server uses RSA 2048-bit encryption keys.
- Servers and computers are scanned daily to detect malware and prevent attacks.
- Server and website backups occur daily.
- All client accounts are password protected and clients set their own passwords which are stored in a secure encrypted format.

Access Level Management and Audit Trail

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- Access to client and file information is managed through the use of access level management and password protection.
- Subcontractor and employee activity on the Sterling Transcription website is recorded, providing a complete audit trail of when and by whom audio and documents are accessed.
- Each uploaded version of a transcript is retained, providing a complete audit trail of alterations to documents.
- Typists subcontracted to Sterling Transcription must submit to periodic audit to ensure their systems and processes comply with required data security practices.

Employee and Subcontractor Confidentiality Agreements and Integrity

- Every person engaged by Sterling Transcription (whether as employee or contractor) must secure and maintain a clear criminal history check.
- All employees of, and subcontractors to, Sterling Transcription sign a confidentiality agreement before the commencement of work.
- Non-disclosure agreements are also available on request.

Document Return and Deletion

- Completed documents are returned by default via upload to the client account on our secure website.
- This method is protected by standard HTTPS protocol.
- Completed transcripts are stored in client accounts for approximately one month after return, after which they are purged from client accounts. Archived copies of audio and transcripts are maintained for a period of time for quality assurance purposes unless otherwise agreed with clients.

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