

Terms & Conditions of Business

1. Definitions

In this document the following words shall have the following meanings:

- 1.1 CUSTOMER means any individual, partnership, limited company, charity or organisation that from time-to-time purchases Services from FVC Ltd.
- 1.2 'Forensic Voice Centre Limited' (or 'FVC Ltd') is the SUPPLIER.
- 1.3 PROPOSAL means a statement of work, estimate/quotation or other similar communication describing the services to be provided by FVC Ltd.
- 1.4 SERVICES means the services specified in the proposal as outlined on our website or in communications from us.
- 1.5 The CONTRACT shall mean instructions, confirmed in writing or electronic format, issued and authorised by the customer or an authorised person on behalf of the customer.
- 1.6 FEES shall mean all charges and expenses that will be invoiced by FVC Ltd to the customer for the services provided.
- 1.7 TERMS AND CONDITIONS means the terms and conditions of supply set out in this document and any special terms and conditions agreed in writing by FVC Ltd.

2. General

- 2.1 These terms and conditions shall apply to all contracts for the supply of services by FVC Ltd to the customer and shall prevail over any other documentation or communication by the customer.
- 2.2 Any variation to these terms and conditions shall be inapplicable unless agreed in writing by FVC Ltd.
- 2.3 Nothing in these terms and conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which FVC Ltd may be entitled in relation to the services, by virtue of any statute law or regulation.
- 2.4 Nothing in these terms and conditions shall affect the customer's statutory rights as a consumer.

3. The Service

- 3.1 For each enquiry, FVC Ltd will provide a proposal which links to these terms and conditions - this will normally take the form of an estimate, and supplementary information may be provided in email or verbal communications. The service proposal shall remain valid for a period of 30 days.
- 3.2 The customer shall be deemed to have accepted the service proposal by confirming the services are authorised with FVC Ltd within the period specified in Clause 3.1
- 3.3 FVC Ltd will not commence work until the customer has accepted these terms and conditions as well as the instructions including, but not limited to, a proposed timeline and an estimate of fees which will be set out in an accompanying proposal.
- 3.4 The service proposal will be the best estimation of time required to meet your needs. If further time is required, you will be consulted before any further activity takes place.
- 3.5 FVC Ltd may, at its discretion, commence work prior to full authorisation being confirmed. In these circumstances the customer agrees that these Terms and Conditions shall wholly and solely apply.
- 3.6 FVC Ltd shall not be liable for failure to complete the work within the proposed timeline.

4. Fees

- 4.1 The fee for the Service is as specified in the service proposal/estimate and outlined expenses.
- 4.2 Fees are based on FVC Ltd's current assessment of costs and are subject to amendment subject to clause 11 – Cancellation and Termination.
- 4.3 Payment of the fee shall be in the manner specified in the proposal.
- 4.4 FVC Ltd reserves the right to charge fees on a monthly basis for work carried out as part of the contract.
- 4.5 The customer agrees to pay up to £500 to FVC Ltd for assessing the suitability of the recordings and to provide a financial estimate. This cost covers the time it takes for our team to download, store securely, prepare and screen the recordings. FVC Ltd will only charge this fee if the recordings are deemed unsuitable for analysis, or the customer decides to cease any further work after screening. Otherwise, the fee will be deductible from the total estimate for the work. The exact amount charged will depend on the number of hours accrued in the preparation of the material but will not exceed £500 unless otherwise stated.

5. Deliverables

Turnaround times

- 5.1 The turnaround time that is documented within the quotation is an estimation. It commences from the date on which written authorisation of the quote and all relevant recordings and documentation are received.
- 5.2 If it becomes apparent during the analysis that the estimated turnaround time will not be met, this will be communicated to the client immediately.
- 5.3 The quotation is valid for 30 days from the date of issue.

Limitations


- 5.4 All recordings will be screened for suitability in order to (a) assess the scope of the work, (b) produce an expected cost and turnaround time and (c) establish if there any limitations associated with the recordings.
- 5.5 Limitations affect the extent to which we can compare or transcribe the recordings and can affect the strength of the conclusions or render the analysis unsuitable.
- 5.6 Any limitations are documented within the final report. We will inform you of any initial limitations that become apparent during the 'screening stage' before any work commences.
- 5.7 Some limitations may not become apparent until analysis commences. The customer accepts that inconclusive results are still possible after the screening and the analysis.

Reports

- 5.8 Reports are provided in a format compliant for evidential use within the England & Wales jurisdiction, or the jurisdiction from which the enquiry originates.
- 5.9 Details relating to any generated exhibits are documented within the report provided upon completion of the work.
- 5.10 Reports and generated exhibits are uploaded to a remote folder on an encrypted cloud server, and a link to such is provided via email. Reports may also be sent as email attachments.

No guaranteed outcomes

- 5.11 All work conducted is independent of the customer and its desired outcomes, the parties to the case or any other outside influences, and as such, results are based on our examinations and not on desired outcomes.

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5.12 In order to maintain impartiality, a number of steps are included in the working process to mitigate bias, including peer review and limited exposure to potentially biasing material.

5.13 All costs incurred are based strictly on the time required to conduct the work, not on an outcome.

6. Completion & Payment of Fees

6.1 Work will be deemed completed when such work as described in the proposal has been carried out; and reports/products have been provided to the customer. At this stage full payment of the fee shall become due.

6.2 Should the contracted work be delayed or suspended at the request of the customer for a period exceeding 4 weeks, FVC Ltd shall be entitled to payment of the fees resulting from all the work carried out up to and including the end of the period.

6.3 Payment terms are strictly 30 days from the date of the invoice unless agreed beforehand.


6.4 If the customer fails to make any payment within 30 days of it becoming due, FVC Ltd shall be entitled to charge interest at the rate of 2% per month compounded on the outstanding amounts.

6.5 Payment for further work will be agreed with the customer in the same manner as described above.

LEGAL AID

6.6 Where the services are provided or are intended to be provided in connection with a case that is funded or part funded or is intended to be funded by the Legal Aid Agency (LAA), the customer agrees to the following terms and conditions in addition, and without prejudice to other terms and conditions of this contract.

- Promptly notify FVC Ltd when Legal Aid has been applied for or granted or amended or withdrawn.
- Apply to the LAA for prior authority of the estimated payments for the services and promptly notify FVC Ltd of the result of the application.
- That on each and every occasion the customer agrees early disbursement of FVC Ltd's fees within 30 days when FVC Ltd submits and invoice from time to time.
- Apply to the LAA for interim payment in respect of the services in Legally Aided cases.
- The customer shall be liable at all times for FVC Ltd's fees and costs following engagement of FVC Ltd whether verbally or in writing, and where the customer fails to give written instruction for the expert to cease work.

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- 6.7 Without prejudice to other terms and conditions in this agreement, FVC Ltd may at its sole discretion extend the payment period in legal aid cases from 30 days to a maximum of 60 days. The extended period will in any event not be provided unless the customer strictly adheres to this agreement.
- 6.8 It is expressly agreed and declared that payment for the services shall not be reduced or depend upon the result of any taxation in which the customer may be involved.
- 6.9 The customer shall in addition to any fees specified in the proposal for services, pay to FVC Ltd all fees, costs, charges and expenses arising in connection with attendance at court by FVC Ltd.'s expert in connection with the services.


7. Customer Obligations

To enable FVC Ltd to perform its obligations the customer shall:

- 7.1 Communicate within an appropriate timeframe and provide necessary materials in order that FVC Ltd can meet the required timescale; provide timely updates if any part of the proposal is modified, or if the work is no longer needed.
- 7.2 Provide FVC Ltd with any information or recordings reasonably required by FVC Ltd.
- 7.3 Obtain all necessary permissions and consent which will be required before the commencement of the services, the cost of which is the sole responsibility of the customer.
- 7.4 Comply with such other requirements as may be set out in the proposal or otherwise agreed between the parties.

8. Forensic Voice Centre Obligations


- 8.1 FVC Ltd shall perform the services with reasonable skills and care and to a reasonable standard in accordance with recognised guidelines and codes of practice.
- 8.2 FVC Ltd is committed to providing work of the highest scientific integrity and quality, including the creation and maintenance of a Quality Management System, the regular training of its staff that is documented in a 'training and development record' and the peer review of all interpretive work by another suitably qualified expert.
- 8.3 FVC Ltd accepts all responsibility to fulfil the service that is within its control, by the agreed timescales and to a satisfactory standard.
- 8.4 FVC Ltd are committed to the following service standards:
- Materials and information will be securely stored.
 - All staff working with FVC Ltd will be vetted and security checked.

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- All staff working with FVC Ltd will have relevant qualifications, skills and experience and will have completed appropriate training and development programmes, being deemed as competent to carry out the relevant tasks.
- The information supplied by the customer will be confidential. No information will be supplied to a third party without the customer's expressed permission (See clause 8).
- Following each case, we may seek customer feedback to continually monitor and improve our service.

9. Confidentiality & Data Protection

- 9.1 Information disclosed by the customer will be kept confidential and shared only with relevant staff providing the service as agreed.
- 9.2 All information retained by the FVC Ltd will be processed strictly in accordance with the provisions of the Data Protection Act 1998 and its successors. Such information shall be held solely for the purposes of fulfilling the contract.
- 9.3 FVC Ltd will not transmit any personal data held on behalf of the customer except where a) The transfer is a necessary part of the work undertaken to fulfil the contract or b) There is a requirement to do so by operation of the law.
- 9.4 FVC Ltd shall, in relation to any Personal Data processed in connection with the performance by FVC Ltd of its obligations under the services:
- 9.5 process that Personal Data only on the written instructions of the appointer unless FVC Ltd is required to act otherwise by law, in which case it shall notify the customer;
- 9.6 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the Personal Data, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting the Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to the Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 9.7 ensure that all employees of FVC Ltd who have access to and/or process the Personal Data are obliged to keep the Personal Data confidential; and
- 9.8 only transfer Personal Data outside of the European Economic Area (EEA) where the following conditions are fulfilled:

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- 9.9 the appointer or FVC Ltd has provided appropriate safeguards in relation to the transfer;
- 9.10 the Data Subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;
- 9.11 FVC Ltd complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any of the Personal Data that is transferred; and
- 9.12 FVC Ltd complies with reasonable instructions notified to it in advance by the appointer with respect to the processing of the Personal Data.

10. Complaints & Disputes

- 10.1 FVC Ltd will always aim to deliver an excellent service; however, there may be times when the customer is not happy with the service provided by FVC Ltd. You are invited to contact FVC Ltd directly with feedback you think may improve our services. If you have more negative or serious feedback, FVC Ltd has a complaints procedure which sets out the process for making a complaint and the amount of time you should expect to wait for a full response and investigation.
- 10.2 If there is a dispute about the interpretation or operation of this contract then FVC Ltd will make every effort to resolve the dispute when and where it arises, negotiating on the basis of good faith.

11. Limitation of Liability

- 11.1 FVC Ltd undertakes to maintain Public Liability Insurance limited to £5,000,000 for each and every occurrence and Professional Indemnity Insurance limited to £1,000,000 for each claim. FVC Ltd will maintain Employer's Liability Insurance cover at the appropriate level.
- 11.2 Nothing in these terms and conditions shall exclude or limit the liability of FVC Ltd for death or personal injury. However, FVC Ltd shall not be liable for any direct loss or damage suffered by the customer howsoever caused, as a result of any delay in the work carried out, negligence, breach of contract or otherwise in excess of the price of the Service.
- 11.3 FVC Ltd will not be held responsible for third party costs incurred by the customer for any reason whatsoever.
- 11.4 The customer undertakes and agrees not to rely on, or raise any claim for breach of, any representation or variation of these terms and conditions which are not agreed as aforementioned by FVC Ltd and shall not be liable for any representation or any variation of these terms and conditions that may be made by the expert or any employee or contractor of FVC Ltd, except only as may be expressly agreed in writing by the directors of FVC Ltd.
- 11.5 FVC Ltd shall not have any obligations under or be liable for any instructions save only the instructions identified in the proposal.

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- 11.6 FVC Ltd and the expert shall use reasonable care and skill in providing the service and it is hereby expressly agreed and declared that FVC Ltd and or its expert shall not be liable further or otherwise, and without prejudice thereto FVC Ltd and or its expert shall not be liable to the customer or any third party by reason of, and there shall be excluded from this agreement, any representation or implied warranty, conditions or other term of any duty at common law and whether direct or indirect, contingent or consequential howsoever arising and any liability whatsoever.
- 11.7 FVC Ltd and or its expert shall not be liable to the customer or be deemed to be in breach of the agreement by reason of any delay in performing, or any failure to perform, any of the services if the delay or failure was due to any cause beyond the reasonable control of FVC Ltd.
- 11.8 All liability on the part of FVC Ltd in respect of obligations under this agreement shall cause and determine absolutely in the event of the customer being in breach of any obligations on the part of the customer and the customer failing to remedy any such breach within 21 days of any notice of such breach being given by FVC Ltd or immediately in the event of any such breach being incapable of remedy.

12. Cancellations & Termination


- 12.1 The customer may cancel the Service by notifying FVC Ltd in writing via the email address: enquiries@forensicvoicecentre.com giving as much notice as is reasonably practicable.
- 12.2 All work undertaken up to receiving cancellation must be paid for in full within 30 days.
- 12.3 FVC Ltd may terminate the Service for any good reason within 14 days, giving written notice to the customer.
- 12.4 FVC Ltd may, at the customer's expense charge any costs relating to the winding up of any work being carried out as part of the contract including, but not limited to, fees, court or tribunal costs or any other reasonable third-party liabilities.

13. Force Majeure

- 13.1 Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled to a reasonable extension of its obligations.

14. Severance

- 14.1 If any term or provision of these terms and conditions is held invalid, illegal, or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of

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the provisions hereof shall continue in full force and effect as if these terms and conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

15. Governing Law & Jurisdiction

- 15.1 Any disputes or claims arising out of or in connection with these terms and conditions of Business or the contract shall be governed by and construed in accordance with the law of England and Wales.

16. Acceptance of Terms

- 16.1 By accepting the service proposal, you will be accepting the terms and conditions of Business.

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