NOTES ON DEMAND

Standard Terms and Conditions of Business | Dipesh Raghwani t/a Notes on Demand
Qualifications: Qualified Specialist Electronic Notetaker (Level 3 OCN) | ANP Member | Approved NMH Supplier | Enhanced DBS Verified | ICO Registered

> **Key Commercial Terms Summary (At a Glance)**
> - **Booking & Quote Validity:** Written confirmation forms a binding contract. Quotes remain valid for 30 calendar days.
> - **Non-DSA Minimum Charge:** All non-DSA/ad-hoc bookings carry a 3-hour minimum charge covering delivery, preparation, and editing.
> - **Cancellation Sliding Scale:** 15+ days: No fee | 8–14 days: 50% fee | 7 days or less / 48-hr short-notice: 100% fee.
> - **Invoices & Expenses:** Payable in 30 days. Expense queries must be raised within 7 days; undisputed balances and fees are payable on time.

1. Definitions and Interpretation

1.1 'Notetaker' / 'Service Provider' means Dipesh Raghwani trading as Notes on Demand, an independent Qualified Specialist Electronic Notetaker (Level 3 OCN), Member of the Association of Notetaking Professionals (ANP), and Approved Supplier of Non-Medical Help (NMH) services operating as an independent contractor.

1.2 'Client' means the individual, educational institution, funding body, agency, employer, or intermediary commissioning services and holding contractual liability for payment.

1.3 'Assignment' means any confirmed session, lecture, workshop, or consecutive series of sessions for which support is engaged.

1.4 'DSA Booking' means an Assignment funded through Disabled Students' Allowance governed by statutory SFE/SAAS NMH framework rules.

1.5 'Non-DSA / Ad-Hoc Booking' means all commercial, corporate, Access to Work (AtW), or institutional bookings not governed by statutory funding caps.

2. Contractual Agreement & Independent Status

2.1 These Terms and Conditions constitute the entire agreement between the Notetaker and Client, superseding prior representations. Written acceptance (email, portal, purchase order) forms an immediate binding contract.

2.2 The Notetaker operates strictly as an independent contractor (self-employed). Nothing in these terms shall create an employment, agency, or partnership relationship under IR35 or employment law.

2.3 Where the Client is an agency, the Client contracts as principal and remains wholly liable for full fee and expense payment regardless of whether it has been paid by its end client.

3. Scope of Services & Professional Standards

3.1 Services are delivered with reasonable skill and care in accordance with ANP Codes of Practice and Ethics. The Notetaker maintains an active Enhanced DBS certificate and ICO data registration.

3.2 Notes represent structured, intelligent summaries of key concepts rather than verbatim transcripts, unless explicitly agreed as Speech-to-Text Reporting (STTR).

3.3 The Notetaker does not provide academic tutoring, personal care, sighted guiding, or legal advice.

4. Fees, Minimum Charges, Rate Tiers & Expenses

4.1 Quoted fees are contractually binding upon written confirmation and are exempt from VAT.

4.2 Quote Validity: All fee quotations and availability indications remain valid for thirty (30) calendar days from the date of issue and do not reserve dates until confirmed in writing.

4.3 Non-DSA Minimum Charge: All Non-DSA / Ad-Hoc Bookings are subject to a mandatory minimum charge of three (3) hours per booking at the agreed rate, covering delivery, advance preparation, technical setup, and post-session editing. DSA bookings follow approved funding allocations.

4.4 Rate Tiers & Weighting: Standard rates apply to daytime hours (09:00–17:00, Mon–Fri) and remote delivery. Enhanced rate tiers apply to in-person assignments within London and the South East, specialist postgraduate technical content, and urgent short-notice commissions.

4.5 Out-of-Hours & Extensions: Assignments outside 09:00–17:00 or weekends are charged at 1.5x the standard rate. Overruns are billed in 30-minute increments.

4.6 Travel, Accommodation & Expense Queries: Reasonable travel expenses (standard rail, TfL, HMRC mileage), parking, and pre-approved accommodation shall be reimbursed by the Client upon presentation of receipts. *Expense Query Protocol:* If the Client queries any specific expense item, the Client must notify the Notetaker in writing within seven (7) days of invoice receipt and promptly pay the undisputed balance and professional fees by the due date. Disputed expenses shall not delay the payment of the core professional fees or subsequent payroll cycles beyond statutory terms.

5. Invoicing and Payment Terms

5.1 Invoices are issued upon completion (or monthly in arrears for term allocations) and payable within thirty (30) calendar days via BACS.

5.2 Statutory interest (8% above Bank of England base rate) and fixed compensation (£40–£100) apply automatically to overdue commercial sums under the Late Payment of Commercial Debts (Interest) Act 1998.

6. Cancellation, Rescheduling and Non-Attendance

6.1 Confirmed assignments reserve the Notetaker's time exclusively. Cancellation fees apply as follows:

Notice Given	Fee Payable	Applicable Conditions
15+ days	0% (No Fee)	Full cancellation without penalty (excluding irrecoverable expenses already incurred).
8 to 14 days	50% of Fee	50% of total contracted fee (subject to 3-hour minimum) plus expenses.
7 days or less	100% of Fee	Full contracted fee payable, plus any non-refundable travel/accommodation.
Short-Notice (<7 days)	100% of Fee	Bookings confirmed within 7 days of start incur 100% fee if cancelled within 48 hours.

6.2 No-Show: If the Client or End User fails to attend within 30 minutes of start time without notice, the session is treated as a cancelled No-Show (100% fee payable).

7. Working Conditions, Breaks & Preparation Materials

7.1 Clients must provide relevant preparation materials (lecture slides, reading lists, glossaries) at least five (5) working days prior to the assignment to ensure service quality.

7.2 For in-person bookings, a safe workspace with suitable desk, seating, power, and clear audibility must be provided.

7.3 Occupational Health Breaks: To prevent RSI and fatigue, the Notetaker requires a 10-minute comfort break every 60 minutes of continuous typing, plus a 30-minute midday meal break for bookings over 4 hours.

7.4 Solo vs. Team Working: Continuous live notetaking exceeding 2 hours requires a 2-person team unless solo work is expressly agreed in writing.

8. Remote Delivery, Lecture Recordings & Speaker Consent

8.1 Remote delivery is conducted via Teams, Zoom, Google Meet, or StreamText. The Client is responsible for stable internet, meeting links, and clear audio feeds.

8.2 Speaker Recording Consent: Where assignments involve recording or streaming lectures, the Client warrants that all necessary institutional permissions, module copyright clearances, and speaker consents have been legally obtained. The Notetaker accepts no liability for third-party copyright disputes regarding recorded content.

8.3 Asynchronous Recordings: For transcription from audio/video files, clear recordings and slide decks must be supplied. While every effort is made, the Notetaker is not liable for inaccuracies arising from poor audio quality, and the full fee remains payable.

9. Health, Safety & Unavoidable Circumstances

9.1 The Client must promptly notify the Notetaker of any workplace hazards or communicable health concerns. Parties will endeavour to convert in-person sessions to remote delivery where necessary.

9.2 Force Majeure: If prevented from attending due to illness, severe transport failure, or force majeure, the Notetaker shall notify the Client promptly, offer remote alternatives, or assist in sourcing a qualified replacement. No fee is charged for uncompleted sessions where no alternative is viable.

10. Confidentiality, Data Protection & AI Prohibition

10.1 Both parties comply with UK GDPR and the Data Protection Act 2018. Notes on Demand is registered with the Information Commissioner's Office (ICO). Special category disability data is processed securely and strictly for service delivery.

10.2 All information accessed during an Assignment is treated as strictly confidential.

10.3 AI Training Prohibition: Upon full payment, intellectual property in bespoke Notes passes to the Client/End User solely for personal educational study and accessibility purposes. Notes may not be published commercially, resold, or used to train third-party artificial intelligence (AI) or machine learning models without express written permission.

11. Limitation of Liability and Complaints

11.1 Notes are human summaries and no warranty is given as to absolute verbatim completeness. The Notetaker is not responsible for academic grades or examination outcomes.

11.2 Nothing in these terms excludes liability for death or personal injury caused by negligence. Total aggregate liability is strictly capped at the total fees paid by the Client for the specific Assignment in dispute.

11.3 Any formal query or complaint regarding service quality must be submitted in writing within fourteen (14) calendar days of note delivery (and no later than one month).

12. Governing Law and Jurisdiction

12.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales.

12.2 Both parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

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