

# BROMHEAD JOHNSON

Chartered Patent & Trade Mark Attorneys • European Patent & Trade Mark Attorneys

## Terms & Conditions of Business

To ensure a relaxed yet efficient relationship with our Clients, we set out below our Terms of Business. Your understanding and observance of them will help the relationship to be successful. All professional work we carry out will be in accordance with these terms.

1. We welcome work from both new and existing clients. Nonetheless, we reserve the right to decline to accept work, and may have to do so, for example, if a conflict of interests with another client will arise. All information received by us and not already in the public domain will be kept confidential until such time as it enters the public domain (e.g. when a patent application is published). This does not preclude us delegating work to another qualified patent attorney or trade mark attorney or his/her firm to act in regard to any matter.
2. We rely on clients to give us timely, complete, and accurate information and instructions. Patent Offices often impose time limits. We accept no liability if you do not provide clear and complete instructions early enough for us to act within official time limits. We will normally tell you of time limits, and of actions or instructions that are required, but we do not undertake to give reminders.
3. We require you to notify us promptly of any change of personnel or address, or of any change in ownership of rights. Many such changes have to be officially registered. Also, please remember that the obtaining of patents, trade marks and design rights can take many years.
4. We require you to confirm all oral instructions in writing.
5. If requested we will give approximations of future costs. They will be given in good faith based on knowledge existing at the time, but they are not binding as costs may be affected by matters beyond our control, and the amount of work likely to be involved often cannot be accurately forecast.
6. All actions and attention provided by us are chargeable. These include telephone calls, reminders and reporting on communications that we may receive as your agent/attorney or as an official Address for Service. The charging basis we generally adopt is a combination of (i) time charges, (ii) standard charges for particular kinds of work, and (iii) costs including disbursements and official fees. Overseas disbursements charged to us are converted to sterling with an on-cost factor *inter alia* to accommodate administrative costs and potentially unfavourable currency fluctuations. We make no payments to third parties for the referral of business to the firm. We often have reciprocity arrangements with attorneys in foreign jurisdictions.
7. Where applications for foreign rights are filed, official communications are likely to issue. Our foreign associates will normally make a charge for reporting, and, where not in English, translating these. You agree to meet such charges in the absence of explicit contrary instructions. You must therefore let us know immediately if do not wish to continue with any application.
8. We may require payment on account, particularly in respect of large items such as fees and expenses to be incurred in foreign filings and actions. However, such payments are to be made in respect of a full invoice that has previously been issued and

we do not accept payments where no invoice has been issued. Advance payments in respect of a full invoice are not client money.

9. We are entitled to any interest earned on client money.

10. Our invoices are payable in full, free from bank charges or any other deductions, within the period stated on the invoice or, if no period is stated, by return. We are entitled to charge interest at Barclays Bank base rate on any overdue account.

11. Where there is a net credit on your account we shall endeavour to return it to you promptly unless you agree otherwise. If we are unable to do so after six years we may retain the credit.

12. Credits on your account may be offset against debts.

13. If payment is not made in due time we reserve the right to suspend further work: It is important to note that rights may be lost if this happens.

14. Unless some other arrangement is specifically agreed, in advance, in writing by us, the organisation or person who gives us instructions will be regarded as responsible for payment.

15. Our files may be kept in electronic form and may be destroyed when no longer current. Please therefore tell us if you require the return of any papers or other materials you supplied to us. We reserve the right to retain any papers, certificates and materials until all payments due to us have been made. Our own files remain our property. If work is transferred from us to another representative, the files remain with us; access to them (and, if appropriate, copies of papers from them) will be provided, subject to a charge for the work involved. If files are transferred to us from another representative, we recommend that we check key data against the contents of the files and/or public records and we may charge for such checking. If you do not wish us to carry out such checks, we will not be liable for any errors contained in the files as received by us or for any losses incurred as a result of any such errors.

16. We may carry out searches on your behalf ourselves, or obtain them from a Patent Office or private searching organisation. Searches cannot be guaranteed for completeness or accuracy due to the limitations and occasional errors in databases, public records, classifications and indices. When reporting search results we will endeavour to point out any particular limitations.

17. Written communications between you and us will be either delivered by hand, sent by first class post or sent by electronic means which is capable of printing a hard-copy (such as facsimile or e-mail). Communications received by us by electronic means are deemed to have been received at the following time:

<u>Actual time of receipt</u>	<u>Deemed time of receipt</u>
Before 09:00 UK time on a working day	10:00 that day
09:00 to 17:00 UK time on a working day	Actual time of receipt
After 17:00 or on a non-working day	10:00 on the next working day

In the event of a difference between the time of transmission specified and the time of receipt recorded on our receiving equipment, the latter will be deemed the time of receipt.

In the absence of positive acknowledgement of receipt of a communication by us in a form that is readable by us, it should not be assumed to have been so received.

**18.** Communications between UK/European Patent Attorneys and their clients and communications between UK Trade Mark Attorneys and their clients are privileged under UK law/European Patent Convention. Thus, where such communications comprise professional advice they generally do not have to be disclosed to the courts or to others. This privilege can be lost if the contents of a letter or other document are disclosed to persons other than the addressee. In the rare event that a court rules that privilege is lost or does not apply, we are in no way liable for any loss incurred by you or another party as a direct or indirect result.

**19.** If we are aware of an active dispute between you and another client, we will not act for or against the other client without written consent from both you and the other client. However, we are not prevented from acting for any client merely because they are your competitor.

**20.** As we always try to provide an excellent professional service to all our clients, we do need to know if you are at any time dissatisfied with the service you have received from us. Complaints should be sent in writing to the responsible partner or consultant. For matters relating to renewals the responsible partner is Dr Michael Spencer. The written complaint should indicate that it is a formal complaint and give full details of the work undertaken and why it was unsatisfactory. The responsible partner or consultant will consider the written complaint and issue a written decision stating with reasons whether, in his opinion, the complaint is well founded. In that event he will offer compensation, such as a waiver of fees charged. If, after receiving the decision, you are still dissatisfied, a further complaint should be submitted to a second partner, namely Mr David Crouch, or, if Mr Crouch is the responsible partner, Mr William Hanson. The further complaint should contain observations on the written decision. The second partner will consider the further complaint and issue a further decision stating with reasons whether, in his opinion, the further complaint is well founded. In that event he will offer compensation, or if compensation has already been offered, increased compensation. If, after receiving the further decision, you are still dissatisfied, your complaint relates to poor service, and you are an individual, or a very small business, charity, club or trust, a complaint may be submitted within six months to: The Legal Ombudsman, PO Box 6806, Wolverhampton WV1 9WJ. Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk). Complaints concerning professional misconduct should be addressed to: IPReg, 20 Little Britain, London EC1A 7DH. Email: [ipreg@ipreg.org.uk](mailto:ipreg@ipreg.org.uk).

**21.** No material change to the above terms is valid unless agreed in writing by a partner.

Bromhead Johnson  
February 2020