

## Terms and Conditions

When you access this website, or use it to request or purchase any service, there are certain terms and conditions that apply. By instructing us you are deemed to accept our terms of business. If you are not in agreement with these terms and conditions, or if you are under 18 years of age, please do not use our website. These conditions do not affect your statutory rights.

1. All work will be done by qualified solicitors or attorneys with requisite expertise and experience.
2. The fixed legal fees for registration related services (e.g. trade marks, patents and designs etc) quoted on this website (or provided separately by us) apply only when the registration process proceeds without complication. They do not apply to legal work which may be required beyond the usual unopposed registration process such as, inter alia, dealing with objections from the Registry or other third parties.
3. Any free consultation or informal discussion is limited to a maximum of 10 minutes. We have the right to extend this if we so wish but are under no obligation to do so. Only one free consultation per person/company/entity is permitted.
4. If additional legal work is required (i.e. over and above the fixed fees for registration related services as stipulated in paragraph above) such work will be charged on a strictly time basis. The hourly fee rate will be negotiated and agreed with you prior to any work being undertaken and will be charged in 6 minute units and fractional units are rounded up to the next whole unit.
5. Work is carried out on a pre-paid basis. In circumstances where we have agreed to do otherwise payment of the invoice is due within 14 days of the invoice date.
6. Any free consultation or informal discussion is limited to a maximum of 10 minutes. We have the right to extend this if we so wish but are under no obligation to do so. Only one free consultation per person/company/entity is permitted.
7. If the Client cancels or amends any instructions after we have started work the Client will reimburse us for all costs, expenses, charges and losses incurred by us as a result of such cancellation or amendment, including without limitation any costs, expenses or charges arising from the cancellation or amendment of any contracts we have entered into and/or instructions we have given to third parties for the purpose of performing our Services for the Client.
8. Any disbursements incurred in the course of work will be added where applicable.

9. We rely on Clients to give us timely written instructions. Patent and Trade Mark offices often impose time limits. We accept no liability if the Client does not provide clear and complete instructions early enough for us to act within those time limits. We will normally advise Clients of time limits, and of actions or instructions that are required, but we do not undertake to give reminders. If we receive late instructions, we may not be able to implement them in time. In the event of late instructions or late payment to us, urgency charges may be incurred which will be passed on to you.
  
10. All oral instructions must be confirmed in writing. We accept no liability for any misunderstandings or misinterpretation of oral instructions, whether on our part or that of the Client, arising as a result of the Client's failure to comply with this Clause 7.
  
11. The Client undertakes promptly to provide us with all information, assistance and materials that we may request from time to time to facilitate our proper and timely performance of the Services. The Client warrants that all information provided to us will be complete and accurate and that it is entitled to provide the same to us for use in providing the Services without recourse to any third party. The Client also authorises us to complete and sign in the name of the Client such documentation as is necessary or desirable to carry out the lawful instructions of the Client, and will on request, provide in a timely manner, any requisite signed form(s) of authorisation. Furthermore, the Client will indemnify us in respect of all costs, claims, demands and expenses that may result from exercise of the authority given by this clause.
  
12. It is important that you inform us promptly of any change of address, telephone and fax numbers and of any change in ownership of your patent or other relevant IP rights. Many such changes have to be officially registered. Please remember that the obtaining of patents, trade marks and design rights can take many years. No responsibility can be accepted for any loss of rights in any case where you have failed to inform us of such changes.
  
13. We will normally communicate with you by mail or fax; however, we may communicate with you by e-mail either in response to electronic communication from you or with your prior agreement. We are aware that e-mails sent over the Internet may lack security and jeopardise confidentiality. We can accept no liability for non-receipt or late receipt by you, of such communications, or for any corruption in the information communicated to you, or its disclosure to other parties, as a result of the interception of such communication.
  
14. Although we regularly carry out virus checks, we advise you to carry out your own virus checks on any communications (whether in the form of computer disc,

e-mail, Internet or otherwise). We accept no liability (including in negligence) for any viruses that may enter your system or data by these or any other means.

15. We will keep confidential matters we handle for you except where you authorise us to disclose information, where we are required to make a disclosure under applicable regulations or legislation or where the information is already within the public domain. You agree that we are authorised to disclose that you are a client of the firm and/or (where the information is in the public domain) that we have acted for you on particular matters.
16. Any searches that you request may be carried out by ourselves, by Patent Offices or by an independent specialist searching firm. Due to the limitations and occasional errors in classifications, indices, computer databases and official records, no search can be guaranteed for comprehensiveness or accuracy. We will endeavor to point out any particular limitations when reporting search results and may recommend extending the search. A CTM search is of the CTM database only and does not include individual searches of the registries in each of the countries making up the European Union.

Searches are carried out on the relevant trademark databases only. Common law searches (i.e. of unregistered trademarks) are not conducted as part of a trademark database search nor are they conducted prior to filing an application in the event that a trademark search has not been requested. The onus is on the Client to carry out a common law search prior to filing an application and/or to inform us of any trademarks, names that may be relevant in the circumstances. We accept no liability in the event that the owner of an unregistered trademark opposes an application and/or starts legal proceedings. The Client accepts full responsibility, liability and risk if they do not instruct us to conduct a search prior to filing an application.

17. A basic search will cover identical marks and will not extend to searching for similar marks. A comprehensive search endeavors to cover both identical and similar marks.
18. The Client may not assign, sub-license or sub-contract this Agreement or any of its rights or obligations hereunder without our prior written consent.
19. We may appoint third parties (such as foreign trade mark or patent agents, where appropriate) to perform any part(s) of the Services. Our contracts with those third parties may be made on the third party's standard terms of business and, in such cases, we can offer the Client no better terms in relation to Services provided by such third parties than those offered to us by the relevant third parties.
20. Such third parties are not part of this firm. Whilst we shall endeavour to select third parties whose performance and expertise we regard as being of good quality, we will not be liable for any losses, liabilities, costs or expenses arising out of any default or negligence on the part of any such third parties.

21. We will not be liable for any delay in performing or failure to perform our Services to the extent that such delay or failure results from any cause or circumstance beyond our reasonable control (an “event of force majeure”). If any event of force majeure occurs, the date(s) for performance of our Services will be postponed for as long as is made necessary by the event of force majeure. If any event of force majeure continues for a period of or exceeding 60 days either party may cancel the affected Services immediately on written notice to the other party.
22. Unless otherwise specifically agreed by us, the Services will not extend to issuing reminders for and processing renewals of any of your registered rights.
23. The invalidity or unenforceability of any term or right arising pursuant to this Agreement will not adversely affect the validity or enforceability of the remaining terms and rights.
24. This Agreement constitutes the entire agreement and understanding between the parties with respect to its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing, with respect to the same. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in communications between the parties prior to the date of this Agreement except as set out in this Agreement. Neither party will have any remedy in respect of any untrue statement made to it upon which it has relied in entering into this Agreement (unless such untrue statement was made fraudulently) and that party’s only remedies will be for breach of contract as provided in this Agreement.
25. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
26. The failure of either party to enforce or to exercise at any time or for any period of time any term of or any right pursuant to this Agreement does not constitute, and shall not be construed as, a waiver of such term or right and shall in no way affect that party’s right later to enforce or to exercise it.
27. No amendment or variation to this Agreement will be valid unless agreed in writing.
28. Either party may terminate this Agreement immediately upon written notice to the other in the event of:
  - a. any material breach of this Agreement by the other party, which breach is not remedied (if remediable) within 30 days after the receipt by the party in default of a written notice specifying the nature of the breach and requiring the same to be remedied;
  - b. the other party becoming insolvent, entering into liquidation, whether voluntary or compulsory, passing a resolution for its winding up, having a receiver or administrator appointed over the whole or any part of its assets,

making any composition or arrangement with its creditors or taking or suffering any similar action in consequence of debt.

- c. The termination of this Agreement will be without prejudice to the rights of either party in respect of any antecedent breach and in particular the Client will remain liable to us for all fees, expenses and disbursements due in respect of Services performed up to the effective date of termination.

29. These terms of business are governed by English law and you submit to the exclusive jurisdiction of the courts of England in respect of any legal disputes relating to this Agreement.

30. By instructing us you are deemed to accept our terms of business.