

ip21 Limited

TERMS OF ENGAGEMENT FOR CLIENTS

1. Our aim is to deliver high standard services with your help. We want the terms of that joint relationship to be as clear as possible. Please therefore ask if they are not.
2. We charge by the hour for the advice we give. Our bills reflect the total time taken to service your needs on any given occasion and the disbursements incurred in doing so. The bills we send you for our services are payable on receipt. Our current credit terms are shown on each individual invoice at the time.
3. We have to pass on to you, with or without advice, anything we receive in our capacity as your agent. This will incur a charge on each such occasion, provided a) the action which gave rise to the charge was necessary for us to take in your interests and b) the charge is reasonable in context. We try of course not to have to incur a charge or to pass on a disbursement without being able to warn you that a bill is coming. But do please accept that it is often unavoidable.
4. When disbursements are incurred or fees are invoiced in a currency other than Pounds Sterling (GBP) we add an additional proportion to the fees to reflect bank charges and exchange rate risks; in the case of official fees directly paid by us on your behalf at a registry, a disbursement handling charge is included in our invoice to reflect the cost of our maintaining the necessary deposit accounts. These charges are not levied if the relevant disbursement costs are provided as cleared funds in advance of the date of payment.
5. We try always to estimate the likely cost of a definable job, but not every job lends itself to this. Sometimes we give you stage-by-stage estimates, but for other types of work we can only give broad overall indications; negotiating on your behalf with a third party, where input needed to defend your interests is inevitably dictated by the other side's approach, is one common example.
6. We take instructions from anyone who is clearly entitled to give us instructions on your behalf; or whom we have every reason to believe is so entitled. We assume they are given with your authority even if they don't come directly from you personally. But we are liable to only one principal, at any one time, with respect both to instructions and to payment of our bills.
7. We rely on you to keep us updated in three especially vital areas, and these are i) to provide accurate and complete instructions, with clarity and in reasonable time for work to be undertaken without unnecessary risk to the meeting of official and statutory deadlines; ii) to pay our bills within our agreed credit limits; and iii) to ensure we always have complete, accurate, and up to date contact details through which we can get in touch with you at any time. We cannot accept any responsibility for damage or delay caused by failure on your behalf to collaborate with us in any of these crucial aspects. **In extreme cases any failure on your part under any of these headings may result in loss of rights** and so please do ensure that your interaction with us, and your payment of our bills, avoid this.
8. We have to give you independent unbiased advice. We can't be told to state on your behalf anything that is misleading, let alone positively untrue. On occasion this may mean we state conclusions with which you disagree. Should this become untenable to you then you are of course free to change your representation.

9. A conflict of interest between any two clients doesn't automatically arise just because they are in the same general field of business or technology. We can act for both as long as the facts at any one time don't give rise to a genuine conflict in law and we don't misuse either party's confidential information. But we constantly check to try to spot any such conflict danger before it becomes irrevocable. And the first thing we do when we agree to take on any new client is to carry out a conflict check internally.

10. If you lend us documents or samples, we store them in our files under normal office storage and security conditions. We don't make special security arrangements unless you positively tell us in writing to do so and, if we have to charge for this, you agree to pay that charge. We normally archive files that are no longer the subject of continuing work, but we may decide unilaterally at any time thereafter to delete them from our records. Any document you've lent us will be returned on request, but only if the request is received in time and is made in writing. And whilst we regard all file content that we have originated as ours in law, we are happy to provide copies of certain file content to anyone you authorise to receive them, subject to a pre-payable charge for doing so.

11. If you decide to transfer your work to another representative, we will provide without charge everything by way of case identification, necessary file content, and imminent deadline dates to enable our successor to take over immediate responsibility for the work. Where overseas cases are involved in a transfer, we will instruct our associates, in each country concerned, to co-operate fully in any such handover in all respects.

12. Any further work involved or requested beyond any such initial data handover stage is chargeable and is pre-payable by you or by our successor. That charge will reflect professional and/or office services time taken in compiling, rationalising and/or editing (where we are allowed to do so) any document copy provided, and/or advising on the implications of each such request. And if you have bills unpaid from previous work, these must have been cleared before we can help you.

13. Under anti-money laundering legislation we have to confirm the identity of individuals and companies and the beneficial owners of organisations and trusts before accepting new instructions, and to review this from time to time. To avoid the need to request detailed identity information from you, we may use approved external services which review publicly available information on companies and individuals. Should those checks, for any reason, fail adequately to confirm identity and beneficial ownership, we may write to you to ask for identification evidence so that we can continue acting for you.

14. For purposes of the General Data Protection Regulation (GDPR) 2018, ip21 acts as a Data Processor in respect of certain relevant Personal Data which we are required to process in order to deliver our services and to comply with our professional regulation (including anti-money laundering legislation).

15. As the processor of your data, we agree to take reasonable measures to safeguard your Personal Information from loss, misuse, and unauthorised access or disclosure, to ensure that people processing the data you supply us with are subject to a duty of confidence, to only share your Personal Information with relevant third parties when required to deliver a service you have instructed (and who have agreed to only use such data for that purpose), and to comply with subject access requests and other aspects of the GDPR. For further information, please see our Privacy Policy at: <https://www.ip21.com/privacy-and-cookies/>

16. By entering into this agreement you have accepted your responsibility to check that ip21 is competent to process Personal Information in accordance with all the requirements of GDPR, and you believe that ip21 is able to provide sufficient guarantees to implement technical and organisational measures to comply with GDPR.

17. Any money received from you or on your behalf that is held in trust temporarily by us will be kept in a separate account but any interest earned will not generally be reimbursed given the charge that would have to be levied in accounting for it.

18. We keep our knowledge of your business confidential throughout the time we act for you, and we continue to observe this rule unless and until you release us from that obligation in writing or the knowledge becomes public through actions other than ours. We carry appropriate professional indemnity insurance and you may have details of it on request.

19. In all our work we are guided by the codes of conduct of the Intellectual Property Regulation Board (IPReg), the Chartered Institute of Patent Attorneys (CIPA) and the Chartered Institute of Trade Mark Attorneys (CITMA) whose rules can be accessed respectively at www.ipreg.org.uk, www.cipa.org.uk and www.citma.org.uk together with the Legal Ombudsman's Office (LeO) at www.legalombudsman.org.uk.

20. Finally, please raise any complaints you have about the way we handle your work with the professional fee earner directly in charge of it. If that doesn't solve the problem then please put the complaint in writing and email it to richardjones@ip21.com who will supply the latest version of ip21's Complaints Handling Procedure and engage you personally to determine the outcome.

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