

## Terms of Business



**The following sets out our relationship with you. Please contact us with any questions.**

### **Who can instruct us?**

We can only take instructions from the individual(s) identified in the accompanying Letter of Engagement, and only as written correspondence. This ensures traceability for all decisions. We work on the assumption that the person instructing us has the right to do so.

To be compliant with national money laundering regulations we require several forms of identity for each new UK client. We promise to make these necessary checking steps simple and dignified for you. It is important that you inform us promptly of any changes to your contact details.

### **Our Charges**

We strive to secure commercially advantageous results at all times, but we act on the basis that our costs are met regardless of outcomes.

Our fees for professional services are reviewed on an annual basis and we may increase our rates depending on inflation.

Our charges are mostly 'fixed priced' and are typically made up of:

- a) Professional Fee – work done by our professional formalities staff or attorneys. Charges cover correspondence, telephone calls, meetings and travel associated with an action.
- b) Service Charge - These are fixed costs to cover external filing and other administrative tasks completed by our paralegal staff.
- c) Associate Fee - These can be a mix of professional time and service charges incurred by other intellectual property firms, typically overseas, engaged in the progress of your interests. We use only suitably qualified partners but will not be liable for any default or negligence by such third parties.
- d) Official Fee - These are fixed external costs charged by regional intellectual property offices which we pay on your behalf. For non-UK fees incurred we add a reasonable cost to accommodate currency fluctuations. The handling of official fees will typically involve a small component of our attorney or professional formalities effort.

### **How we invoice**

We typically invoice upon instruction from our clients to commence work and, as part of our 'fixed price' process, we do not start work until our invoice has been paid. In a minority of very specialised cases, we may operate an 'event billing' arrangement wherein work may be undertaken and completed prior to payment, but this is strictly arranged on an individual basis. If payment is not made in time, we reserve the right to charge interest on the outstanding amount. In extreme cases of non-payment, we will suspend further work and terminate our relationship, which can result in the loss of your rights. Invoicing or payment questions should be directed to our accounts team at [accounts@pure-ideas.co.uk](mailto:accounts@pure-ideas.co.uk).

### **Forward visibility of cost**

As your nominated agent we will clearly communicate the costs associated with forthcoming work, typically as estimates for each component of work. We will inform you of any significant deviations in predicted spend. In special circumstances we can undertake fixed-price work and are happy to discuss this with you.

### **Advance payment**

If you are a new client or we are undertaking a piece of work with significant external costs, even if we have agreed 'event billing' then we may reasonably ask for advance payment of a portion of total costs. In these instances, we can provide a pro-forma invoice if requested.

### **Ongoing legal duty**

Be aware, as a regulated provider we have a responsibility to ensure certain official fees are met, even in the absence of instruction by you. We will endeavour to ensure you have visibility of this but financial responsibility to maintain essential costs remains with you. It is important to inform us if you no longer wish to maintain intellectual property within our care.

### **Our commitment to quality**

We understand how important our clients' intellectual property is to their businesses. We want to provide our clients with a high quality of service delivering strong patents, trademarks and design registrations which securely protect their most valuable products and brands.

### **Deadlines**

Attaining quality patent, design and trademark registrations is a long and complex process driven by strict deadlines set by the awarding IP offices. Failure to meet these deadlines in an appropriate manner can lead to a loss of protection for your IP. Much of what we do involves careful docketing and monitoring of these deadlines, and we need to manage our staffs' workloads to ensure all necessary actions are completed for all clients.

Not all deadlines can be extended and obtaining extensions incurs costs, very often in hefty official fees payable to the IP offices.

The work to be done to comply with many of these deadlines is time-consuming and complex and requires us occasionally to engage with third party suppliers such as translators, overseas attorneys and figure drafting specialists.

### **Seeking your instructions**

We will always give you ample advance notice of upcoming deadlines and let you know what we need from you to enable us to prepare an appropriate and timely submission. We know you are very busy and have many other priorities and so if we do not have what we need from you, we will send reminders as the deadlines get closer.

### **Help us to help you**

To be able to provide you with the service you deserve, we ask that you provide timely instructions well in advance of final deadlines for submission.

We will of course do whatever we can to react to very late instructions but please understand doing so carries an increased risk to you that, despite our best efforts, a deadline is missed, and your rights are lost.

For these reasons we reserve the right to use our discretion to:

- Charge you for repeated reminders in the close run up to some deadlines.
- Add a late instruction surcharge to our quoted fixed fee rates where we are forced to accommodate your very late instructions.

### **Client care and complaints**

If you have any queries or complaints about the way in which your work is being handled, in the first instance please contact the senior attorney responsible. We take all complaints seriously and will deal with them openly and constructively. We have a formal complaints procedure listed on our website and known to all staff, where our goal is conciliation. If, for any reason you want to take the matter further you may contact our Head of Legal Practice at [help@pure-ideas.co.uk](mailto:help@pure-ideas.co.uk). All clients retain the right to complain to the Legal Ombudsman at the conclusion of our internal complaints procedure. We will always provide full details and contact information for this.

### **Conflict of interest**

We cannot act simultaneously for two companies whose interests' conflict in the matter on which we are advising. In such circumstances we reserve the right to decline to act further, at least in relation to the area of conflict, for one of the companies. However, we make every effort to put them in touch with another firm who is not conflicted.

### **Termination of relationship**

We will always strive to resolve any concerns you may have, but you may terminate your relationship with us in writing at any time by giving us one month's written notice.

### **Confidentiality and data protection**

In order to handle your case, we collect data relating to contact details for you as well as inventor details. Any information that you provide to us is treated as confidential and held in compliance with Data Protection regulations. We do not disclose your information to anyone else without your express consent, unless of course we have a legitimate reason to do so. Unless you request in writing, we may use your details to send relevant industry news and any changes to our services. Your details will never be shared for marketing purposes.

### **File handling**

Our files remain our own property and are kept under normal commercial office storage. It is our normal practice to securely destroy correspondence and draft documents when a file is closed and/or granted and is 6 years or older. If you instruct us to transfer work to another representative, we will either provide a copy at a reasonable charge or give them access to an extract of required information. We will not transfer files until all invoices are settled in full. Please note that a case record will never be deleted from our records management system; it will be updated with the appropriate status and if the case is transferred to another representative annotated to reflect the change.

### **Professional regulation**

We are regulated by IPReg ([ipreg.org.uk](http://ipreg.org.uk)), the regulatory body of Patent and Trade Mark Attorneys. We will only undertake work that is within our expertise or competence.

### **Exclusion and limitation of liability**

We maintain professional insurance cover appropriate to the size of our firm. Any claim in connection with our services will be the responsibility of Pure Ideas Ltd and you agree not to make any claim against individual employees of the firm.

Our liability for any loss suffered by you due to our negligence will be limited to the lesser of: (i) a sum attributed to us by a court allocating proportionate responsibility under the 1978 Civil Liability Act; and (ii) the limit of our professional indemnity insurance cover at the time of claim notification.

### **Law and jurisdiction**

This Agreement is governed by English law and is subject to the exclusive jurisdiction of the courts of England and Wales.

### **Starting work**

**We need your agreement before any work can start. Please sign a copy of these terms plus your Letter of Engagement and return a copy to us.**

Signed \_\_\_\_\_

Print Name \_\_\_\_\_

On behalf of \_\_\_\_\_

Date \_\_\_\_\_