

Terms of Business



This document sets out the Terms of Business between you and Pure Ideas Limited. In this document, “we”, “us”, “our”, and “this firm” refers to Pure Ideas Limited.

These provisions are designed to assist us in providing you with an efficient and effective service and will form the basis of the ongoing relationship. By instructing us to act on intellectual property matters, we will assume that you are content to accept the terms set out, and any instructions given to us are accepted on that basis. We reserve the right to update our Terms of Business from time to time and the latest copy of these can always be found at: [Terms & Conditions](#)

Our Duties

Pure Ideas and its UK patent and trade mark attorneys are regulated by the Intellectual Property Regulation Board (IPReg) and are bound by the IPReg’s Core Regulatory Framework. The Core Regulatory Framework can be found at: [IPReg Core Regulatory Framework](#)

Pure Ideas European Patent Attorneys are also bound by the code of conduct of the Institute of Professional Representatives before the European Patent Office. This code of conduct can be found at: [EPI Code of Conduct European Patent Office](#)

Who Can Instruct Us?

Unless another arrangement is agreed in advance, the body or individual who provides us with instructions will be regarded as our client and, as such, will be responsible for paying us. If another body or person is to be responsible for paying us, our client will remain liable to pay our fees if the other body or person fails to do so.

Where our client is a company, unless we are instructed to accept instructions from a specified person/s only, we may accept instructions from any person who appears to have authority to give us instructions on behalf of the company.

Where more than one party is involved, for example, in the case of joint patent applicants. We may require confirmation from each party that we are to take instructions from one party on behalf of all parties. That one party will be the only party from whom we will accept instructions, and we will look to that party for payment, but each of the other parties will also be responsible for any charges.

If you are a foreign attorney to whom we are providing services for the ultimate benefit of your client, you must indemnify us against any loss or damage (including any awards of damages or legal costs against us, our own legal costs and expenses and any indirect loss or damage) arising from any claim made against us by your client as a result of 1) your failure to accurately communicate to your client any part of our advice and/or 2) your provision to us of any incorrect data as we are entitled to assume it is correct.

To comply with the UK’s Money Laundering Regulations 2007 and similar legislation in many other countries, we must undertake certain investigations into new clients and report to the relevant authorities any suspicious activities. By instructing us, you agree that this legislation binds us and that you will make no claim against us

or hold us responsible for any loss or damage resulting from our compliance with those regulations or any actions resulting from them.

Working with Third Parties

As part of carrying out your instructions, it may be necessary for us to instruct third party “Associates” (such as overseas intellectual property firms, specialist searchers, specialists in providing illustrations for patent and design drawings and litigators) to act on your behalf. We may either instruct these third parties on your behalf or require you to sign a power of attorney to engage such third party directly. We use only suitably qualified Associates. We select third parties we work with based on the quality of their work and value. We do not select a third party purely because they provide us with preferable terms, and no third party provides us with financial reward to use them as a preferred supplier. Whilst we endeavour to select Associates whose performance and expertise we regard as being of good quality, we will not (as far as is permissible by law) be liable for any losses, liabilities, costs or expenses arising because of any default or negligence on the part of Associates.

Our Charges

Our invoiced fees may be made up of one or more of the following charges:

Professional Time Charges – These charges reflect time invested by our professionally qualified attorneys and paralegals in progressing a case you have entrusted to us. Charges cover time spent considering your case, preparing formal documents to support your case, correspondence, telephone calls and meetings related to your case.

Service Charges - These are fixed costs to cover predictable administrative tasks such as preparation and filing of standard forms, docketing and monitoring of important deadlines on your case, issuance of standard reporting letters and reminders informing you of approaching deadlines and processing payment of Associate Fees and Official Fees on your behalf.

Associate Fees- These can be a mix of Professional Time Charges and Service Charges incurred by Associates who we instruct on your behalf in the context of progressing your case. Associates may include overseas intellectual property firms, specialist searchers, specialists in providing illustrations for patent and design drawings and litigators.

Where Associates are overseas intellectual property firms, Associate Fees may also include Official Fees paid locally by the overseas Associate.

Official Fees - An Official Fee is a fixed external cost charged by a regional intellectual property office. We pay Official Fees on your behalf when progressing your patent, trade mark and design applications and maintaining your granted patents, trade marks and designs. If we are representing you in any form of litigation, Official Fees may include fees payable to the court.

Foreign Currency Transaction Fees - Where we need to pay Official Fees or Associate Fees in a currency other than British sterling or invoice in a currency other than British sterling, we convert currencies using appropriate and recent Bank of England exchange rates. We add an uplift on the converted amount to cover our costs of processing the transaction in a foreign currency and to protect us against currency fluctuations occurring between the date of our incurring costs and the date we bill these on to you. The uplift does not exceed 20% of the amount to be billed after conversion into the currency to be applied in the bill.

Expenses – where you instruct us to travel to progress your case, for example to attend formal hearings in person or visit premises to inspect products, you accept we may charge a reasonable amount to

recover our expenses including; travel costs, accommodation costs and reasonable costs for meals.

Value Added Tax (VAT) – Our services to UK-based clients are subject to VAT, our invoices will include VAT. Where we use Associates to help provide our services to UK-based clients, their charges may also be subject to VAT.

Fixed Price Package Charges - To help clients budget and forecast their costs for our services we offer several “Fixed Price Packages”. Our Fixed Price Package Charges include one or more of; Professional Time Charges, Service Charges, Associates Fees and Official Fees. The Professional Time Charge element is based on our judgement of the average amount of Professional Time typically involved in processing the work covered by the package on cases of a similar complexity. If accepting our Fixed Price Package, you accept that the Professional Time spent may not match the amount charged for as part of the Fixed Price Package Charge.

Where clients demand excessively more time from our professionally qualified attorneys and paralegals than we judge reasonable to complete the work covered by a Fixed Price Package Charge, we reserve the right to make additional Professional Time Charges base on an hourly rate. We will always discuss this with you before imposing any additional Professional Time Charges.

Our Fixed Price Package Charges cover packages of work which may involve multiple actions completed over a period of time, should you decide to abandon or transfer your case from our care before all work on a Fixed Price Package is completed, you accept that you will be charged a proportion of the Fixed Price Package charge reflecting the work done prior to your abandonment or transfer of your case.

How we Invoice

For some services (for example Fixed Price Packages) our invoices may not be fully itemised. You are entitled at any time to ask us to provide an itemised breakdown of the amount billed and we will do so.

We will always endeavour to provide you in advance with an accurate indication of our anticipated charges for any given piece of work and to bill you no more than the amount we have anticipated. In rare situations unforeseen circumstances arising between the time of our quote and the completion and billing of the work may result in our having to impose increased charges. We will discuss and explain the justification for any such increased charges to you before we charge them.

For some work packages, we may require payment on account before acting, for example where a client is relatively new to us or their account has been in arrears for a period we consider unacceptable. For work packages which involve our incurring sizeable costs payable to third parties on your behalf, we may also require you to pay *at least* the third party costs element on account. Processing of your patent, trade mark and design renewals and validation of your granted European patents are examples of this type of work.

Except by prior agreement or where we have asked you for payment on account, we require our invoices to be paid directly to us within 30 days of the invoice date.

We expect payment in full for the amount invoiced, you are responsible for paying your own banking charges incurred in arranging payment of the invoiced amount.

Accepted forms of payment

We prefer to receive payment by bank transfer. You accept that if paying us by a means other than bank transfer we may require you in addition to pay our identifiable costs in processing the payment insofar as is permitted under Regulation 4 of The Consumer Rights (Payment Surcharges) Regulations 2012 (SI 2012/3110),

as amended by the Payment Services Regulations 2017 (SI 2017/752). For example, for card payments we will seek to recover from you the Merchant Service Charge we incur and any additional transaction/overhead fees we are required to pay for merchant services provided by our payment service provider.

We do not accept payment in cash.

Late Payment

If any sum due from you is not paid on or before the due date for payment, then we reserve the right to:

- i) Charge you interest at a level not exceeding statutory interest. Statutory interest is 8% on the overdue amount plus the Bank of England base rate for business to business transactions.
- ii) The cost of obtaining judgement for payment includes all reasonable professional costs (including legal fees) and other costs of issuing legal proceedings or otherwise pursuing a debt recovery procedure.
- iii) Decline to undertake any further work until arrangements have been made to settle such overdue balances.

Correspondence

We will address correspondence to the most recent contact details notified to us, and this will fulfill any duty that we may have to communicate with you. It is important to keep us updated on any change in contact details and to inform us promptly when changes occur.

Our communications with you will typically be by email. Given that emails potentially lack security and jeopardize confidentiality, we cannot accept 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 due to interception of such communications. We advise you to carry out your own virus checks on any communications received. We accept no liability (including negligence) for viruses that may enter your system or data by these means.

We prefer that you communicate instructions to us in writing, our understanding of instructions received orally will be confirmed to you by email. If you fail to respond promptly, we will assume that our written summary of your instruction is accurate, and you accept we will act accordingly on those instructions.

Whilst working with you, we shall assume that our overriding instructions are to maintain your rights without specific abandonment instructions. As such, we may take action to ensure your rights do not irrevocably lapse and pass the cost of completing work on to you unless we have received specific instructions to abandon those rights.

Importance of clear and timely instructions

Deadlines

Obtaining quality patent, design and trademark registrations is a long and complex process driven by strict deadlines set by the awarding Intellectual Property (IP) offices. Failure to meet these deadlines in an appropriate manner can lead to a loss of protection for your IP. Not all deadlines can be extended and obtaining extensions incurs costs, very often in hefty official fees payable to the IP offices.

Much of what we do involves careful docketing and monitoring of these deadlines. The work needed to comply with many of these deadlines is time-consuming and complex and may require us occasionally to engage with

Associates. We and our Associates need to manage team members' workloads to ensure all necessary actions are completed for all our clients.

We will endeavour always to give you ample advance notice of upcoming deadlines and let you know what we need from you to enable us to take appropriate and timely action. We ask in return that you provide us with clear and timely instructions. We understand you may be 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.

Clear Instructions

When we report communications from an IP office, we will give you guidance as to what we require from you to prepare an appropriate response. At any time, at your request, we can review the incoming communications and your case history and prepare a recommended response in draft for your consideration and approval. If you wish us to undertake this level of review for you, it is important you instruct us to do this well in advance of the deadline for responding.

Should you decide not to have us proceed with your case for any reason, it is in your interest to give us prompt and clear written instructions that the case is to be abandoned or transferred. If we do not hear from you regarding a deadline, we will continue to monitor and take action to maintain your case and report incoming communications from the IP offices. You accept that you will be charged for this ongoing monitoring, maintenance and reporting.

We do not accept liability for any misunderstanding or misinterpretation of oral instructions.

Penalties for Late Instruction

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 may be missed and you may potentially lose rights. Please also understand that if work needs to be rushed due to late instructions, quality may be impaired.

For these reasons, where timely and clear instructions are not received, we reserve the right to use our discretion to:

- Charge you for repeated reminders in the close run up to some deadlines.
- Charge you for the cost of obtaining extensions of time to allow us time to complete and submit responses.
- Add a late instruction surcharge to our quoted anticipated charges when completing and submitting a detailed response at very short notice.

Transferring existing cases to us

When you ask us to take over management of an existing portfolio of registered rights, you may ask us to verify the details of the portfolio that are provided to us by you or on your behalf. We may make a charge for verification work.

If you do not ask us to undertake such verification, then you must ensure that the details you provide to us are complete and accurate. We will not be liable for any omissions if we have not been asked to undertake verification.

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 endeavor 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.

Conflict of Interest

A conflict of interest arises where two clients are involved in a matter in which their interests are not the same (for example, they are in dispute) or where in acting for one client, we are likely to receive confidential information relevant to the work that we are doing for another client. We will always endeavor to identify any likely conflicts of interest before accepting any instructions from you. However, conflicts sometimes only come to light at a later stage when a client acquires another business or moves into a new business sector. We may stop providing services to you at any time if we become aware of a conflict of interest that we believe cannot be resolved. However, we will make every effort to put you in touch with another firm who is not conflicted.

Appropriate procedures and arrangements exist to ensure that advice and opinions you receive are wholly independent of and do not make any use of knowledge or information confidential to any third party and we will not make use of any information confidential to you to the advantage of any third party.

Privilege

Communications between a UK Patent Attorney and client are privileged under section 280 of the Copyright, Designs & Patents Act 1988; and communications between a UK Trade Mark Attorney and client are privileged under section 87 of the Trade Marks Act 1994. This means that others, including the courts are not entitled to discover the content of such communications where they concern professional advice. However, the privileged status of a letter or other document can be lost if it, or its contents are disseminated to persons other than the addressee of the document.

In rare circumstances the courts may rule that such privilege is lost or does not apply. In that event we accept no liability in respect of any loss whatsoever incurred by you or any other party as a direct or indirect consequence of the loss or absence of privilege.

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.

Client care and complaints

We value the relationships with our clients. However, we accept that from time to time, difficulties and misunderstandings can arise. 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 holp@pure-ideas.co.uk. All clients retain the right to complain to the Legal Ombudsman at the conclusion of our internal complaints procedure. A written copy of our complaint's procedure is available on request.

Termination of relationship

We will continue to work for you until any of the following events occurs:

- i) We finish the work you have instructed us to do;
- ii) Your invoice remains unpaid for a prolonged period;
- iii) An unforeseen conflict of interest arises;
- iv) We consider that it is not in our best interests to continue to work with you;
- v) You give us an instruction we cannot accept without putting the firm in breach of its professional obligations and duties;
- vi) You notify us that you have decided to cease using our services;
- vii) It is discovered that you are subject to UK or international sanctions
- viii) you (if an individual or a partnership) offer to make any arrangements with or for the benefit of your creditors, or a petition of bankruptcy is presented in relation to you or any of your partners;
- ix) you (if a limited company) are deemed to be insolvent or you call a meeting to pass a resolution to wind up the company, or such a resolution is passed, or an administrator or receiver is appointed to all or any part of your business or property;
- x) you become involved in similar processes to those in (viii) and (ix) under non-UK legislation; or
- xi) Your behaviour, or that of someone associated with you, towards a member of staff/our workforce is demeaning of them, threatens their safety or constitutes harassment or sexual harassment

Irrespective of any termination or suspension of the services in accordance with these Terms, you shall pay us at the agreed rate for all services provided up to and including the date of suspension or termination, and the termination of the contract or any contract for whatever reason shall not affect the rights or remedies of either party, in respect of any antecedent breach, or in respect of any sum owing or to become owing to the other.

You will accept responsibility for making alternative arrangements for compliance with all due dates of action, payment of official fees and the taking of any official steps necessary to preserve your rights in relation to the matters which we have handled for you prior to termination.

File handling

Our files, both electronic and physical, remain our property at all times. 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.

When work is transferred 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.

Exclusion and limitation of liability

We maintain professional indemnity insurance (PII) cover appropriate to the size of our firm. Any claim in connection with our services will be the responsibility of Pure Ideas Limited 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.

Pure Ideas Limited is insured by PAMIA Limited, registered office 90 Fenchurch Street, London EC3M 4ST, +44 (0)20 7283 4646. Our policy is in the name of our parent company Avidity IP Holdings Limited. Our coverage is worldwide excluding the USA.

Confidentiality

While acting for you, we will gather information and documents which relate to you. We shall keep such information and documentation confidential, except where disclosure is required by law or regulation or in other exceptional circumstances.

We recommend that you restrict the release of any information not already in the public domain connected with instructions we receive.

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. For full details of our data protection policy, please refer to our Privacy Policy which can be found at: [Privacy Policy](#)

Bribery

Pure Ideas is committed to carrying out business fairly, honestly and openly. As such, we have a zero-tolerance policy towards bribery. In accordance with the UK Bribery Act, we have in place bribery prevention procedures, controls and sanctions and undertake regular reviews of persons who perform or will perform services for or on behalf of the Company in order to mitigate the risk of bribery.

Law and jurisdiction

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