



## Terms and Conditions of Business



## 1. Responsibility for Our Client's Work

Our professional team are members of the Chartered Institute of Patent Attorneys and/or the European Institute of Professional Representatives and/or the Institute of Trade Mark Attorneys and are regulated by IPReg. They are qualified to advise upon intellectual property law and related matters. All of our professional team must comply with the respective codes of professional conduct issued by our Regulator, IPReg, and will carry out your work with professional care, skill and attention.

The professional team managing your work may include any of our partners, staff or consultants who are judged to be able to provide you with the best service possible as part of delegation of work within our team. This may include qualified attorneys, trainee attorneys, paralegals, and/or support staff.

The professional team may include consultants, who are not employees or members of Script IP but are contracted to Script IP to provide specific services. Where we use consultants to deliver your work, a proportion (typically 40 to 80%) of the fee charged (excluding disbursements) by Script IP to you may be forwarded to the consultant and the remainder retained by Script IP. Where we propose to use a consultant to deliver your work, you are entitled to request that we instruct a different third party to perform the services.

For the period our client instructs us to carry out work, we assume express authority to complete and sign on our client's behalf those forms or other documents necessary or desirable to carry out these instructions. Our client agrees to indemnify us in respect of all costs, claims, demands and expenses that may result from the exercise of that authority.

## 2. Client Identity

We need to be able to identify formally the person who is our client and who has authority to give instructions on our client's behalf. Unless other instructions are received in writing, we will assume that the person (whether corporate or individual or other) who first contacted us with the instructions will be our client and they will have the obligations regarding charges set out below. If we accept instructions from a legal representative or other agent they will be considered to be accepted on behalf of our client unless we are told otherwise. Any advice and/or services provided by us is for the benefit of our client only and may not be used or relied upon by anyone else.

Unless otherwise agreed we will assume that any person within our client's organisation may instruct us on behalf of our client unless they clearly do not have such authority. We rely on each client to give us accurate and sufficient information to enable us to act properly for them and also to advise us of any relevant changes in circumstances.

It is important that our client advises us of any change of address, telephone or fax number or email address. It is also important that our client advises us of any change of ownership of our client's intellectual property rights; likewise, if our client licences or acquires a licence we should be informed this due to penalties or disadvantages that may result from not officially recording such transactions.

## 3. Anti Money Laundering

We have a policy of compliance with relevant Anti Money Laundering Regulations. As part of this it is necessary for us to establish the identity of our clients and for us to require our clients to assist us in our compliance with Anti Money Laundering Regulations so far as it is practicable.

## 4. Client Instructions

We need all instructions to be given in writing or immediately confirmed in writing and we accept no liability for any loss incurred by our client because of failure to do so. It is our client's responsibility to ensure that we actually receive any instructions sent to us by post, fax or email.

Intellectual Property Offices often impose time limits concerning activities related to securing intellectual property rights and failure to meet those limits may damage or cause our client's rights to lapse. We accept no liability if proper instructions are not received in reasonable time so as to allow action to be taken within these time limits. We will endeavour to inform our client of applicable time limits, but we do not undertake to give reminders. If we receive

late instructions we may not be able to implement them in time, in which case our client's rights may be lost irrevocably. In the event of late instructions or late payments to us, urgency charges may be incurred which we would have to pass on to our client.

We will generally assume that the client's overriding instruction is not to allow 'rights to lapse unless specifically instructed to the contrary. However, if we specifically request instructions and receive no response, we will assume that no further action is to be taken.

As part of carrying out our client's instructions, it may be necessary for us to involve third parties such as search agents, solicitors, counsel or foreign associates who handle intellectual property matters. We may either instruct them on our client's behalf or require the client to engage them directly. We will use reasonable care and skill in selecting the appropriate third party but will not be liable for any losses, liabilities, costs or expenses that may result from any act or default (such as negligence) of that third party.

## **5. Communication**

If our client provides us with an email address, we will use that e-mail address for communication. Acceptance of these Terms and Conditions of Business will indicate consent for us to communicate in this way and we will do so on the basis that our client accepts the risks (including, but not limited to, the security risk of interception of, or unauthorised access to, such communications, delays or non-receipt and the risk of viruses) except in the case of our fraud or reckless disregard of our professional obligations. We will carry out commercially reasonable procedures to check for the then most commonly known viruses and our client agrees to do the same. Should communication in this way not be desired, then please provide written instructions indicating how we should communicate.

## **6. Charging**

We charge on the basis of a combination of hourly rates according to the seniority and experience of our staff and service fees; these are reviewed periodically. Our charges are calculated at the rates which are current when the work is carried out. Currently our hourly rates are:

Senior Qualified Staff	£332 - £391
Qualified Staff	£294 - £352
Part-Qualified Staff	£225 - £292
Trainee Patent Attorney	£160 - £203

We attach a copy of our current tariff of service charges. We may update our hourly rates and service charges from time to time and will notify you of this when we do so.

Disbursements charged include search fees, official fees, translators, overseas agents, international phone calls, facsimiles and courier charges. We may also charge for printing and photocopying. Overseas agents' charges and official fees are outside our control since they may be changed without notice and vary with exchange rate fluctuations. When converting between currencies, we apply a 5% uplift to cover Script IP's costs for dealing with the foreign currency and to account for fluctuations in exchange rate between the costs being incurred and the invoice being settled.

## **7. Cost Estimates**

We may give non-binding estimates of future costs, which will be given in good faith, based on knowledge existing at the time. If the actual charges are likely to greatly exceed the estimate, we will inform our client of this as early as possible. Those estimates will exclude VAT at the prevailing rate unless otherwise indicated.

## **8. Payment of Costs**

We will invoice our client on a regular basis and payment on those invoices is due 30 days after the date of the invoice unless agreed otherwise previously. Payment should be made by cheque or direct to the account shown on the associated invoice. We reserve the right to charge interest for late payment at the current rate of interest under the Late Payment of Commercial Debts (Interest) Act 1998 as amended or superseded. We also reserve the right to recover costs and fees (including legal fees on an indemnity basis) incurred through seeking to recover the same, and to render a charge (currently £25) for costs incurred in recovering and obtaining a replacement for any cheques refused by our client's bank. Our

client is responsible for the settlement of all its invoices and other expenses in relation to work carried out unless we agree an alternative arrangement.

We also reserve the right to suspend further work if outstanding charges are not paid within 60 days after the date of the invoice. We will notify our client in writing prior to taking such action. We reserve the right to invoice for work undertaken before such suspension. Our client will be responsible for the consequences of the suspension of work, which may include damage to, or loss of, our client's rights.

If the business of our client or of the person responsible for paying our fees and expenses is transferred to another undertaking, our client is required to procure that the new undertaking assumes all the relevant liabilities under these Terms and Conditions of Business so that we may invoice and receive payments from that new undertaking.

Funds may be required in advance for expenses as well as in general circumstances. In general we will not carry out any instructed work until any requested payment has cleared into our advance-payment bank account. This is a separate account reserved for holding payments until the work has been done and no interest will be payable on monies held in this account:

Bank:

Account Name:

Sort Code:

Account Number:

SWIFT/BIC:

IBAN:



VAT at the currently applicable rate will generally be payable on our charges and on most disbursements.

## 9. Limitation of Liability

Our aggregate liability to our client, whether in contract or in tort, in respect of advice and services shall not exceed £5 million with regard to any claims or losses however arising with respect to the services that we provide. Such liability is limited to our professional liability insurance and thereafter to the assets of Script IP (excluding the personal assets of any of the professional team or other colleague).

We will not be liable for any consequential, special, indirect or exemplary damages, costs or losses or any damages, cost or losses attributable to lost profits or opportunities.

Notwithstanding anything to the contrary in these terms, (a) we can only limit our liability to the extent the applicable law allows; and (b) cannot limit our liability for death or personal injury caused by our negligence or for our fraud, fraudulent misrepresentations or fraudulent misstatements. Script IP is not liable to you for any losses incurred because of any banking failure. Script IP is not liable to you for losses arising from changes in the law or the interpretation thereof, that occur after the date on which the advice is given.

If we need to instruct other professionals (such as solicitors, barristers, overseas attorneys, searchers or draftsmen) in connection with the work we do for you, we will do so as your agent. We cannot accept liability for the actions of such professionals and you should always make your own independent assessment of whether such professionals are suitable and appropriate for you.

## 10. Conflicts of Interest

We aim to develop and maintain strong relationships with our clients and will respect and protect our clients' legal rights. We cannot act simultaneously for two clients in relation to the same work or related work when there is a significant risk that their interests are or will be in conflict. We may however act for two clients who have a conflict where the work we do for them relates to different matters, or for two clients who are generally commercial competitors, although we may choose not to act for both clients for business reasons.

We also cannot act for a client where our duty to act in the best interests of that client conflicts, or there is a significant risk it may conflict, with our own interest in respect of that work or related work.

We also cannot act for a client where our duty to act in their best interests will conflict with our duty to keep another client's affairs confidential, unless there is no risk of such disclosure or the other client in respect of whom we hold confidential information has given informed consent.

If we are unable to act for two clients for any of the above reasons, we will have discretion to determine which client, if either, we continue to act for. We will not always be able to identify conflicts and therefore the client must notify us of matters in their knowledge which might constitute or give rise to a conflict situation. We have a duty to act in the client's best interests on the matters on which it instructs us and we will not act against the client for another client.

### **11. Facilities for Disabled Clients**

We have made a number of provisions to make it easier for disabled clients wishing to use our services and/or access our premises. If our client has a particular disability or requirement that we need to be aware of, then please let us know in advance so that we can do what we can to ensure appropriate arrangements are made.

### **12. Confidentiality**

We are under a professional duty to keep information and documentation concerning our clients confidential unless it is already in the public domain. We may be required to disclose information by law or regulation and if so we will inform our client of the requirement to disclose it unless prohibited under the relevant law or regulation. We will not use our clients' confidential information for the advantage of any third party and will not use confidential information obtained from any client to the advantage of another.

We will assume that our client consents to our use of relevant personal data as appropriate in the course of our professional services, including any transfers of such data outside the UK.

We are proud of our clients and unless our client advises otherwise, we will assume that our client consents to being included in publicity material which may be prepared from time to time unless agreed otherwise previously.

### **13. Privilege**

In general, communications between a UK patent attorney or trademark attorney and their client are privileged under legislation. This means that others, including the courts, are not entitled to discover the content of such communications where they concern professional advice. Privileged status can be lost if the document in question is circulated to a person other than the addressee of the document.

### **14. Papers and Filing**

Our files remain our property at all times. If our client would like to transfer its work to other professional advisers, we will copy such of the files relating to our client's work that the client requests (at the client's expense) and release the copy files when all of our charges have been paid. We keep a digital copy of files for at least six years from when the file is closed. Unless our client tells us otherwise, we may destroy our client's files at the end of that period.

### **15. Raising Queries and Concerns**

We are confident that we will provide our clients with a high quality of service in all respects. However, if our client has concerns about our work, they are asked to please discuss those concerns initially with the member of our professional staff who manages our client's work. If, after such discussions, our client feels that the matter has not been adequately dealt with our client can refer to our formal complaints procedure, a copy of which can be obtained by contacting us. If that does not resolve our client's concerns, the matter can be taken to our regulatory body IPReg, 21-27 Lamb's Conduit Street, London WC1N 3GS. For issues relating to the level of service received, the matter should be referred to the Legal Ombudsman. The Legal Ombudsman can be contacted as follows:

Legal Ombudsman  
PO Box 6167  
Slough  
SL1 0EH

Normally, you will need to bring a complaint to the Legal Ombudsman within six months of receiving a final written response from us about your complaint or within six years of the act or omission about which you are complaining occurring (or if outside of this period, within three years of when you should reasonably have been aware of it). For further information, you can contact the Legal Ombudsman by telephone on 0300 555 0333 or by email at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk).

#### **16. Quality Assurance**

We are committed to providing the highest quality of service and we reserve the right to have our performance monitored by either internal or external auditors from time to time. We reserve the right to allow our client's files to be audited in this way. The audit process is both privileged and confidential.

#### **17. Termination**

Our client can terminate their instructions by notice in writing to us at any time. We may terminate our relationship with our client with good reason and on giving reasonable notice. If our client or we decide that we will stop acting for our client, our client will pay our charges and expenses up to the time of our ceasing to act, such payment to be made within 30 days of the date of our invoice.

#### **18. Severability**

If any provision in these Terms and Conditions of Business is or becomes illegal, invalid or unenforceable in any jurisdiction that shall not affect: (a) the validity or enforceability in that jurisdiction of any other provision of the terms; or (b) the validity or enforceability in other jurisdictions of that or any other provision of the terms.

#### **19. Governing Law and Jurisdiction**

These Terms and Conditions of Business will be governed by and interpreted in accordance with English Law. Our client agrees that the courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with these Terms and Conditions of Business, and that accordingly any suit, action or proceedings arising out of or in connection with these Terms and Conditions of Business shall be brought in those courts.

#### **20. Third Parties**

Except for employees of and consultants to Script IP, a person who is not a party to this agreement shall have no right to enforce any of the provisions of these Terms and Conditions of Business.

#### **21. Agreement**

These Terms and Conditions of Business set out the details governing our relationship and shall represent the entire understanding between us. These Terms and Conditions of Business will apply until varied or replaced from time to time with alternative Terms and Conditions of Business sent typically by email. No change to the Terms and Conditions of Business will be valid unless agreed in writing by a Partner of Script Intellectual Property LLP.

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# How can Script IP help?

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If you need any assistance, then please contact your usual attorney.