

ip21's Standard Terms of Business

These apply except where special terms have been negotiated, agreed and confirmed in writing.

1. Instructing Authority

Instructions to act, clearly received by ip21, (The Company), whether verbal or written, from a person acting or claiming to act for a third party principal, will be deemed by The Company to have been given with the authority of the principal.

2. Principal

The services of The Company are retained by one principal, at any one time, with respect to instructions and payment of invoices.

3. Retainer

The Company undertakes to report to the client all information received in its capacity as retained agent of the client, on the understanding that: a) charges can be properly levied for this service as long as they are reasonable in context and b) on termination of the retainer The Company obligations in this respect no longer apply.

4. Payment Terms

Invoices are payable by the client on receipt. 21 days interest free credit from date of invoice is acceptable, subject to a satisfactory credit application procedure. The Company negotiates separate arrangements with agents working overseas. The Company reserves the right a) to charge interest at 5% per annum over Bank of England base rate on invoices not settled within the agreed time and b) to refuse further work if the payment terms are not met, although this may result in loss of rights.

5. Instructions

The Company relies on the client to provide accurate and complete instructions, with clarity and in reasonable time for the work to be undertaken without unnecessary risk to the meeting of official and statutory deadlines. The Company accepts no responsibility for damage or delay caused by failure on behalf of the client in providing such instructions.

6. Security

Materials received from clients are stored under normal office security and storage conditions unless otherwise instructed. Special provisions for retaining material will be made only if requested and when deemed by The Company to be reasonable and practicable.

7. Conflicts of Interest

The Company reserves the right to represent any principal in any field of technology or commerce provided that the professional duty of The Company's patent and trademark attorneys is not thereby compromised and there is no misuse of confidential information.

8. Files

The information contained in its files is used by The Company to further the client's interests. The contents are regarded as belonging to The Company.

The Company reserves the right to destroy files at any time after which they are no longer current unless the client specifically asks that they are retained.

9. Client Confidentiality

The affairs of the client are maintained under the usual rules of confidentiality both during and after the retained period.

10. Agency Transfer

In the event of The Company receiving instructions to transfer work it undertakes to provide information from its files at a charge, provided a) the request for information remains reasonable at all times, and b) the agent to whom the work is transferred pays these charges whether the client agrees to reimburse the charges to the newly appointed agent or not.