

ip21 Limited TERMS OF ENGAGEMENT FOR CLIENTS

1. We are a professionally regulated practice. Our aim is to deliver high standard professional work on time and in a way which builds goodwill whilst putting your interests first. We want the terms of our relationship with you to be as clear as possible from the outset and at all times thereafter. That is one reason why these terms of business may seem lengthy but must be as comprehensive as we can make them.
2. In law we are retained as your agents, once you engage us on any given occasion, until either the matter is concluded (in which case the retainer then terminates automatically) or you or we terminate the retainer in writing. Amongst other things this means that whilst retained, we have to pass on to you, with or without advice, everything 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 to minimise the expense to you on these occasions, and 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.
3. In common with other providers of legal services we base our charges on the total time taken to service your needs on any given occasion and the disbursements incurred in doing so. If we find ourselves being made to spend more time than we had realistically allowed, we can't just absorb the cost. If you enlarge the job by redefining it partway through, or continuing to engage us beyond its defined end, that will inevitably increase the charge. Understanding this will help us avoid the biggest single cause of unnecessary friction in all client/advisor relationships.

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INVESTOR IN PEOPLE

4. Whenever we can realistically price the likely cost of a defined job, we will give you stage by stage quotations. For other types of job, we give estimates. We make all these as accurate as we can from experience, but not every job lends itself to this treatment; 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. And when statutory fees and exchange rates fluctuate without warning then that of course is beyond our control.
5. The bills we send you for our services are payable on receipt. Our current credit terms, if any, are shown on each individual invoice at the time. We negotiate separate arrangements with our own subcontractors including our associates working overseas. We reserve the right a) to charge interest at 8% per annum over Bank of England base rate on invoices not settled within the agreed time and/or b) to refuse further work if our payment terms are not met, even though this may result in loss of rights, and c) to offset any amounts (including statutory fees) we receive on your behalf against any of our bills that remain unpaid.
6. At any one time we take instructions from you or from anyone who is clearly entitled to give us instructions on your behalf; or whom we have every reason to believe is so entitled. In all such cases, whether the instructions are verbal or written, we assume they are given with your authority even if they don't come directly from you personally. And we are retained in law by one principal, at any one time, with respect both to instructions and to payment of our bills.
7. We rely on you 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; and to pay our bills within our agreed credit limits. We cannot accept any responsibility for damage or delay caused by failure on your behalf to collaborate with us on that basis. In extreme cases this 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 are prevented by regulation from doing anything that might compromise our basic independence, i.e. our ability to give clear, correct, unbiased advice, whilst of course acting within our overall duty to put your interests first. On occasion this may mean we state conclusions which aren't the ones you wanted to hear! It certainly means that, whilst (as we say) we must put your interests first, we can't be obliged to state on your behalf anything that is misleading, let alone positively untrue. Should this ever become untenable to you then you are of course free to change your representation.

9. Our status as advisors within our field, is as we've said above, an independent one. 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 are of course alive to commercial reality and 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 only under ordinary office storage and filing conditions. We keep all files similarly 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.
11. We regard all file content that we have originated as ours in law. We normally archive files that are no longer the subject of continuing work, but we may decide unilaterally at any time thereafter to shred them. 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. 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. That charge may 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.
12. That last point applies particularly if work has to be transferred to another representative. We will provide without charge everything needed by way of case identification and imminent deadline dates to enable our successor to take over the work without undue danger to your rights. Where overseas cases are involved he must appoint his own associates to take over responsibility; he will almost always have them, in each country concerned, but if not then we can supply names and contact details of third-party firms on request. We do not normally give him details of our own sub-contracted associates, although if he is already using them independently then of course he can do so now. Any further work involved or requested beyond this initial data handover stage is chargeable. And if you have bills unpaid from previous work these must have been cleared before we can continue to help you.

13. Any money received from you or on your behalf that is effectively held in trust temporarily by us will be kept in a separate account if the period for which we are likely to hold it exceeds six weeks. Any interest earned will not generally be reimbursed given the charge that would have to be levied in accounting for it.
14. 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 it will go straight to an appropriate Director who will deal with it and will see that you are informed personally of the outcome.
15. 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.
16. We carry appropriate professional indemnity insurance and you may have details of it on request.
17. Finally, in all our work we set out to abide by the codes of conduct of the Intellectual Property Regulation Board (IPREG), the Chartered Institute of Patent Attorneys (CIPA) and the Institute of Trade Mark Attorneys (ITMA) whose rules govern us and can be accessed respectively at www.ipreg.org.uk, www.cipa.org.uk and www.itma.org.uk.