

# Client Care Terms of Business

This document sets out the terms of business between you and Beck Greener LLP. In this document “we”, “our” and “this firm” refer to Beck Greener LLP which is a limited liability partnership incorporated in England and Wales with registered number OC424765 and having its registered office at Fulwood House, 12 Fulwood Place, London, WC1V 6HR (the “LLP”). The LLP is regulated by the IP Regulation Board.

Your relationship is solely with the LLP and the LLP has sole legal liability for the work done for you and for any act or omission in the course of that work. No member, consultant or employee of the LLP will have any personal legal liability to you for that work whether in contract, tort or negligence. In particular, the fact that an individual member, consultant or employee signs in his or her own name any letter or other document in the course of carrying out that work does not mean he or she is assuming any personal legal liability for that letter or document. You agree to make no claim against an individual member, consultant or employee. You and we intend that this clause is for the benefit of, and shall be enforceable by, our members, consultants and employees under the Contracts (Rights of Third Parties) Act 1999.

In this document we use the word “partner” to refer to a member of the LLP or an employee or consultant with equivalent standing and qualifications. No reference to a “partner” shall imply that any person is carrying on business with others in partnership for the purposes of the Partnership Act 1890.

If we and another party are liable to you in respect of the same loss, our liability will not increase by reason of any limitation of liability that you have agreed with that party, or your inability to recover from that party (e.g. because of its insolvency), beyond what it would have been if no such limitation had been agreed and if that other party had paid its share in full.

This document is provided for the purpose of making clear some important aspects of our relationship with our client. All professional work carried out will be in accordance with these terms.

## **1. Personnel Responsible for Work Carried out on Your Behalf**

A partner in this firm will retain overall responsibility for handling work carried out on your behalf (hereinafter Your Work). The handling of Your Work or some aspects of it may, under certain circumstances, be delegated to another partner or other professional staff in the firm. If you have any questions on any aspect of Your Work, you should first raise these with your regular contact. If any queries remain unresolved, you should then refer to the responsible partner.

All qualified professional personnel in this firm are members of one or more relevant professional bodies, being the Chartered Institute of Patent Attorneys (CIPA), the European Patent Institute, the Chartered Institute of Trade Mark Agents (CITMA), the Law Society and the Bar. As such, these personnel are bound by the code of conduct of the relevant

professional body to which they belong. The codes of these professional bodies require that members work conscientiously within their field of competence and in their client's interest whilst observing the law and their duty to any court or tribunal.

## **2. Our Client**

Our client is the person, firm or company from whom we receive instructions and to whom we are responsible. Unless otherwise agreed by us in writing, our client shall be responsible for payment of all professional charges, standard charges, disbursements, VAT and other costs and expenses in respect of work carried out for that client.

Where instructions are received from a person, firm or company, for example other legal advisers, acting on behalf of another party it is that person, firm or company who is the client of this firm and who shall be responsible for payment of all professional charges, service charges, disbursements, VAT and other costs and expenses. Our client shall remain responsible for these charges, costs and expenses in any event, regardless of whenever or if ever the party they represent pays them. Instructions received under these circumstances are accepted on the basis that the person, firm or company has all necessary authority to give the instructions.

In the event of a conflict of interest arising with an existing client or if one arises in time between the interests of one client and another, we retain the right to ask either client or both to seek advice elsewhere. We shall endeavour to provide assistance with finding a suitable alternative adviser in these circumstances. The client under these circumstances remains responsible for payment of all professional charges, standard charges, disbursements, VAT and other costs and expenses in respect of work carried out for that client.

## **3. Basis of Acting**

We may act for our client to carry out specific instructions. We may also act on a "retained basis" under which the firm will advise on our client's patent, trade mark or other intellectual property affairs on an ongoing basis and, at our discretion and where circumstances warrant, we may act without prior reference to the client and shall charge accordingly. Unless otherwise agreed with our client, we will act in ongoing matters such as pending patent, trade mark or design applications or other matters related to intellectual property rights including litigation and opposition on a retained basis. Unless agreed otherwise, we will assume that any person within the client's organisation may instruct us on behalf of the client, unless they clearly do not have appropriate authority. All actions taken by us in accordance with this section shall be deemed to be taken on our client's authority.

## **4. Basis of Charging**

Charges for our professional services are based principally on the professional time expended on Your Work. All action and attention provided by us is chargeable at our discretion including telephone calls, reminders and reporting to you communications we may receive as your agent. For certain types of work, we also make a standard charge to cover administrative aspects and costs of that work. In addition to charges for our professional services and standard charges, disbursements may also arise, for example official fees of patent and trade mark offices and courts and fees of other legal advisers, searchers, translators and other specialists who from time to time may be instructed or retained by us to act on your behalf as



required. These disbursements will be added to our bills and may be affected by matters beyond our control. VAT at the prevailing rate will be added to all bills where appropriate.

The nature of intellectual property work means it is often not possible to forecast accurately the professional time which it will be necessary to expend on Your Work or the level of disbursements or other matters beyond our control, which may affect the overall cost of carrying out such work. Accordingly estimates of the costs of handling a matter, whilst given in good faith, are not binding upon the firm. Upon our client's written instructions, we are prepared to work within a budget and exceed that only on prior reference to and approval from our client.

## 5. Client Money

If we hold money on your behalf, we will place it in a bank account designated for clients' money ("client account"). We will pay interest to you, on your funds in our client account, equivalent to the rate payable on a Barclays Bank Instant Access Account except where the interest payable would not exceed £20.00.

We may apply any money you have in our client account towards the settlement of any outstanding invoices you may have, provided the money is not held for a specific purpose.

We will not be responsible should you suffer any loss of money held in our client account due to failure of the bank.

## 6. Money Laundering

We are obliged to comply with the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and the Proceeds of Crime Act 2002. As part of our obligations we are required to verify the identity of our clients and to disclose to appropriate authorities any information that may come to our attention whilst dealing with matters on your behalf, and which gives rise to money laundering concerns. We may not be able to inform you of any such disclosure and we may be prohibited from continuing to act for you as a result of the making of a disclosure.

We will not be liable for loss, damage or costs arising out of compliance with any statutory or regulatory obligations and our costs may include a charge for complying with those obligations.

## 7. Payment Terms

Our clients are invoiced on the basis that payment in full is due 30 days after presentation of an invoice. Work undertaken on behalf of our clients may involve payment of disbursements, for example of patent and trade mark office fees and the fees of foreign patent and trade mark attorneys, and such disbursements may be substantial. For this reason prompt payment of our invoices in full and in due time is particularly important. We may at our discretion require payment on account before we are able to accept or act on instructions. Failure by our client to pay our invoices in full and in due time may result in us suspending further work or refraining from taking action on behalf of that client. Furthermore we reserve the right to charge interest at 4% above Barclays Bank plc. prevailing base rate charged on a daily basis until payment in full is received by us. Our client agrees to pay us this interest and also



agrees to pay all legal and other costs and expenses incurred in any action taken to recover monies due to us from our client.

In the event that we suspend further work or refrain from taking action on behalf of our client, we will have no liability to our client if we have specified that we will not take any action unless certain conditions are met. Such conditions may include, without limitation, payment on account in full and in good time by our client following a request by us that such payment be made and payment in full and in good time of any invoice of the LLP rendered to our client. In particular, no liability to our client shall arise under these circumstances in the case of the loss of any rights of our client. Any such suspension of work, refraining from taking action or any cancellation by the client of instructions given to us shall be without prejudice to our right to invoice and to be paid for work undertaken and advice provided prior to the date of suspension, refraining or cancellation.

We shall generally make a charge in respect of payment of disbursements involving transfer of monies abroad to cover *inter alia* administration and risk of currency fluctuations.

In the event that our client has or foresees difficulty in making payment in full, our client should advise us as soon as this becomes apparent.

It is increasingly common for cyber-criminals to use intercepted emails to divert funds to their own accounts. We will not change our bank details, so please do not make payment to an alternative bank or bank account even if asked to do so in an email which appears to have been sent by someone at the firm.

## **8. Liability, Warranties & Authority**

All information and instructions provided to us should be complete, clear and accurate and given in a timely manner. Patent offices, trade mark offices and courts often impose time limits and it is necessary for us to receive clear and complete instructions in good time for us to act within any such time limits. We shall normally advise you of time limits and of actions or instructions that are required but we do not undertake to give reminders. We accept no liability if you do not provide complete, clear and accurate instructions in good time. It remains your responsibility to ensure that any instructions provided are in fact received by us. In particular, your attention is drawn to the fact that email transmission to the intended recipient of a message may occasionally fail.

Our client authorises us to complete and sign such forms, documents and the like as are necessary or desirable to carry out the instructions of the client. Our client indemnifies us in respect of all costs, claims, demands and expenses that may result from the exercise of the client's authority given in the preceding sentence or deemed to have been given as set out in section 3 above.

Any oral instructions provided to us by our client should be confirmed in writing. We have no liability to our client for any misunderstanding or misinterpretation whether on our part or on our client's part unless such instructions are so confirmed. Our client shall be responsible for and indemnify us in respect of any loss, cost, damage or expenses incurred by us as a result of or in connection with carrying out such unconfirmed instructions.

As noted under section 4 above, from time to time firms of other legal advisers, searchers, translators and other specialists may be instructed or retained by us to act on your behalf as

required. These third parties are selected in good faith and are believed to have the appropriate knowledge and experience to carry out activities for which they are retained. However, in the event that deficiencies in the service of these third parties arise, whether through negligence or otherwise, we will not be held liable for any loss, damage or cost, whether direct or indirect, arising from deficiencies of the third party.

Your Work is carried out by us for the exclusive use of our client. In particular, no third party may be shown or rely on any work carried out by us for or on behalf of our client for any purpose. We will not bear any liability under any circumstance to our client or to any third party in the event of any reliance being placed on any such work by any party other than our client.

## **9. Searches**

Any searches you request may be carried out by us, by patent or trade mark offices or by independent specialist searchers. Due to the limitations and occasional errors in classifications, indices, computer databases and official records, and due to the possibility of human error in any event, no search can be guaranteed for comprehensiveness or accuracy. We shall endeavour to point out any particular limitations when reporting search results and may recommend extending the search.

## **10. Indemnity for Threats**

On your instructions, we may send a warning or threat of infringement proceedings on your behalf to a third party. In such circumstances, you hereby indemnify us against the risks of and any costs resulting from for the LLP making an unjustified threat of infringement proceedings. The aim of this indemnity is to allow us to maintain our objectivity in contentious matters, which could diminish otherwise if we were to become a party to any proceedings.

## **11. Ownership and archiving of files**

Files and records generated by us in relation to matters upon which our clients instruct us are our property. Where samples and other materials are received from a client, they also become our property unless the client expressly instructs otherwise at the time the material or sample is provided to us. Files and records which are no longer active, whether or not the matter to which the file or record relates is pending, may at our discretion be retained or destroyed. Files and records will normally be kept, at our discretion, for one year after they are no longer active or pending. Unless you inform us in writing otherwise, we shall assume that you are content with this arrangement.

If requested by our client, we may keep files or records on a longer-term basis but a charge may be made by us for this service.

Upon written instructions from our client, we shall transfer a copy of the file or provide access to the file to a third party subject to a charge being made at our discretion for work involved in such transfer or provision of access and provided that all payments that are due to us from our client have been made in full.

## 12. Complaints

We value our good relationships with our clients. However, we accept that from time to time, difficulties and misunderstandings may arise. If you have any problems, you should feel free to discuss your concerns with the member of our professional staff who usually deals with your work. If, after such discussions, you feel that the matter has not been adequately dealt with, please ask that person to refer you to the partner of the firm appointed to handle client's complaints and we shall seek to settle the issue with you through our internal complaint procedure. If, after this procedure, you remain dissatisfied you may contact the relevant professional body to which the partner or member of staff handling work on your behalf belongs. This will usually be the Legal Ombudsman (LeO) (<http://www.legalombudsman.org.uk/>) or the Intellectual Property Regulation Board (IPREG) (<http://www.ipreg.org.uk>). We will assist you in contacting the relevant body and will cooperate fully in their investigation.

Registered patent attorneys and trade mark attorneys are subject to a professional code of conduct (<https://ipreg.org.uk/wp-content/files/2018/12/Rules-of-Conduct-December-2018.pdf>). Any litigators are also subject to the Litigators' Code of Conduct ([https://ipreg.org.uk/wp-content/files/2012/07/Litigators\\_Code\\_website1.pdf](https://ipreg.org.uk/wp-content/files/2012/07/Litigators_Code_website1.pdf)). Any unresolved complaints which relate to a breach of either of these codes of conduct should be referred to IPREG.

Any unresolved complaints which relate to service, including bills, should usually be referred to the Legal Ombudsman. There is a time limit of six months from our final response to bring a complaint to the Legal Ombudsman.

## 13. Termination of Relationship

You may terminate our relationship at any time by writing to us. If there is a good reason which prevents us from continuing to act for you, we may terminate the relationship ourselves by giving you reasonable notice. In either case, if the relationship is terminated we will require you to pay our charges and expenses up to and including the date of such termination.

## 14. Third Party Rights

It is not intended that any terms of our relationship shall be enforceable by a third party, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

## 15. Individual's right to cancel if this is an "off premises contract"

This clause and clause 16 apply where our client is an individual.

You will have the right to cancel the contract between us, or any revision to it, without giving any reason if it, or the relevant revision to it, is or takes effect as, an "off premises contract". This will apply where, for example, these terms of business are accepted by you at a meeting with us which takes place outside our offices, or sent to you immediately following such a meeting. The full definition of "off premises contract" can be found in regulation 5 of the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

To exercise the right to cancel, you must inform us of your decision by a clear statement (e.g. a letter sent by post, fax or e-mail).



The cancellation period will expire after 14 days from the day on which you accept these terms of business or the letter setting out the relevant revision. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired. If you ask us to commence acting for you or providing services under the contract during the cancellation period, and we complete the work required during the cancellation period, then the right to cancel is lost.

#### **16. Effect of cancellation**

If you requested us to begin the performance of services during the cancellation period, you will remain liable to pay us on the agreed basis for work performed before you have communicated us your cancellation. In the case of a fixed fee arrangement, you will be liable to pay us an amount which is in proportion to what has been performed before you have communicated to us your cancellation of this contract, in comparison with the full amount.

Subject thereto, we will reimburse to you all payments received from you without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

The terms of this letter will otherwise remain applicable to services provided during the cancellation period.

#### **17. Changes to terms of business**

No changes to the terms of business set out herein shall be valid unless agreed in writing by us.

#### **18. Governing Law and Jurisdiction**

English law shall apply to the construction and interpretation of our relationship and the English courts shall have exclusive jurisdiction to resolve any disputes arising in relation to it.

#### **19. Miscellaneous**

Details of how we hold and process personal data can be found in our privacy policy which is on our website (<https://www.beckgreener.com/privacy-policy>).

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