



## TERMS & CONDITIONS

To ensure a relaxed yet efficient relationship with our Clients, we set out below our Terms of Business. Your understanding and observance of them will help the relationship to be successful. All professional work we carry out will be in accordance with these terms, which supersede and replace any previous terms we may have sent you.

## COMPANY

1. Papyrus IP Limited is a limited company incorporated and registered in England & Wales under the Companies Act 2006 under Company No. 15711909. A list of the names of the directors is available at the registered office. A limited company is a legal identity separate from that of its directors, consultants and employees, all of whom act as its agents.

## OUR DUTIES

2. Papyrus IP Limited and its UK patent and trade mark attorneys are regulated by the Intellectual Property Regulation Board (IPREG) and bound by IPREG's Core Regulatory Framework. Papyrus IP Limited and its French patent and trade mark attorneys are regulated by the professional rules set forth by Compagnie Nationale des Conseils en Intellectual property (CNCPI). Papyrus IP Limited and its Irish trade mark agents are regulated by the professional rules set forth by the Intellectual Property Office of Ireland. The European Patent Attorneys in our firm are also bound by the code of conduct of the Institute of Professional Representatives before the European Patent Office. These duties require us to avoid conflicts of interest and to keep confidential any information which you provide to us unless it becomes public.

3. Papyrus IP Limited has legal responsibility for all work that its members, partners, consultants and employees carry out on its behalf. No individual director, consultant or employee of Papyrus IP Limited contracts with you personally or assumes legal responsibility to you personally in respect of the work properly performed on behalf of Papyrus IP Limited. All communications sent to you during the course of our work (whether signed by a director, consultant or employee) are to be treated as sent on behalf of Papyrus IP Limited. You agree that you shall not make any claim (whether in contract, tort, under statute or otherwise) against any individual director, consultant or employee of Papyrus IP Limited personally. The directors, consultants and employees of Papyrus IP Limited shall be entitled to rely on these terms insofar as they limit their personal liability, but otherwise the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded.

## LIABILITY

4. Papyrus IP Limited shall not be liable to you for (1) any loss or damage that arises from any breach by you of your agreement with us or for any failure to follow our advice; (2) any act or omission of, or advice or opinion that is given to you by, any third party even if that third party was nominated, recommended or instructed by us; (3) any indirect, consequential, special or exemplary loss or damage (including lost profits or opportunities) arising in any circumstances whatsoever (including but not limited to our own negligence or non-performance).
5. The aggregate liability of Papyrus IP Limited, and all of its members, partners, consultants and employees, for any loss or damage arising from or in connection with any service we have provided or failed to provide under these terms whether in contract, tort, statute or otherwise and however caused (including but not limited to our own negligence or non-performance) shall be limited to £5 million. Nothing in these terms will apply to the extent that the law or our professional rules prohibit us from excluding or limiting our liability to you in respect of a particular matter, and nothing in these terms exempts us from, or limits our liability for, fraud, reckless

disregard of our professional duties or for our own negligence which results in death or personal injury.

6. If we become liable to you for Losses in relation to any services we provide and any other persons are also responsible for Losses you suffer, subject always to the other exclusions or limitations in this 'Liability' paragraph, you agree that:
- a. we shall only be liable to bear a fair share of your Losses having regard to the extent to which we, you and any other person, who is jointly and/or severally liable to you for any part of the same Losses, is in each case responsible;
  - b. the extent to which Losses are attributable to other persons (whether or not the liability of such persons is limited or excluded by Law or agreement and whether or not such amounts can be collected) shall not be Losses for which we are liable; and
  - c. any liability we have to you for Losses shall be subject to any limitations or exclusions agreed between us and you but shall not be subject to limitations or exclusions agreed between you or any other person.

## CONFLICTS

7. We welcome work from both new and existing clients. Nonetheless, we reserve the right to decline to accept work, and may have to do so, for example, if a conflict of interests with another client will arise. We will endeavour at all times to comply with the IPREG Core Regulatory Framework in respect of potential conflicts of interest. We will inform you promptly if we become aware of a conflict. When taking on a new client we perform a check to identify potential conflicts of interest that may prevent us from acting for the client. We do not normally consider a conflict to arise because two clients operate in the same general field of business or technology, although we recognise that this may be a relevant factor in assessing a potential conflict and our disclosure and confidentiality obligations. When checking for conflict we will normally focus on the subject matter of the cases concerned. For an existing client we may, at our discretion, also perform a conflict check when taking on a new case.

If, when sending a new case, you wish us to confirm that we do not have a conflict for the subject matter of the case please clearly indicate this in writing. From time to time a conflict may arise during the course of engagement with a client, e.g. owing to a change in circumstances of the client or new interest in a field of technology. We reserve the right to decline to act further, at least in relation to the area of conflict, for one of the clients concerned.

## **RESPONSIBILITIES OF CLIENTS**

8. We rely on clients to give us timely, complete, and accurate information and instructions. Intellectual Property Offices often impose time limits. We accept no liability if you do not provide clear and complete instructions early enough for us to act within official time limits. We will normally tell you of time limits, and of actions or instructions that are required, but we do not undertake to give reminders.
9. We require you to notify us promptly of any change of personnel or address, or of any change in ownership of rights. Many such changes have to be officially registered. Also, please remember that the obtaining of patents, trade marks and design rights can take many years.
10. We require you to confirm all oral instructions in writing.

## **CONFIDENTIALITY**

11. Our advice and the materials we provide as part of our services are confidential, and you may not, without our prior, express consent in writing, disclose them to any person (other than to your employees, agents and professional advisors who require access and who undertake to not disclose them further) or otherwise make them public, except as required by Law. The nature of the matters we are instructed on by our clients means that we regularly receive highly confidential information in respect of their actual and prospective intellectual property rights (including information related to their proprietary technology and inventions). We understand the need to maintain strict confidentiality in respect of such information so that our clients' intellectual property can be protected appropriately and we will only disclose such

confidential information in the circumstances set out below. We will hold in strict confidence (including after the termination or expiration of our representation), applying reasonable technical and organisational security measures, any confidential information obtained or developed regarding you and your business and we will not disclose it to others without your prior written permission except as necessary for the provision of our services or as required by Law. If we are required compulsorily to disclose your confidential information pursuant to any order of a competent court or other public body having jurisdiction over you, we will ask the court or the public body to treat the information as confidential and, unless legally prohibited to do so, we will inform you before making any disclosure in order to enable you to object, claim privilege and/or make representations in respect of the disclosure.

## **DATA PROTECTION**

12. You agree that we are a Data Controller in respect of any Personal Data that you disclose to us and that we may process in the course of our provision of the services to you. We will process any Personal Data in accordance with applicable Data Protection Laws and as set out in our Privacy Policy. You agree that you are also a Data Controller in respect of any such Personal Data and that together, as Data Controllers we are both responsible for complying with and upholding the Data Protection Laws. Our data will be sorted within the jurisdiction of the United Kingdom and France.

## **FEES**

13. If requested we will give approximations of future costs. They will be given in good faith based on knowledge existing at the time, but they are not binding as costs may be affected by matters beyond our control, and the amount of work likely to be involved often cannot be accurately forecast.
14. All actions and attention provided by us are chargeable. These include telephone calls, reminders and reporting on communications that we may receive as your agent/attorney or as an official Address for Service. The charging basis we generally adopt is a combination of (i) time charges, (ii) standard charges for particular kinds of

work, and (iii) costs including disbursements and official fees. Overseas disbursements charged to us are converted to sterling with an on-cost factor *inter alia* to accommodate administrative costs and potentially unfavourable currency fluctuations, which will be described on the relevant invoice and is currently 10% including an 3% estimated bank charges. We make no payments to third parties for the referral of business to the firm. We often have reciprocity arrangements with attorneys in foreign jurisdictions.

15. Where applications for foreign rights are filed, official communications are likely to issue. Our foreign associates will normally make a charge for reporting, and, where not in English, translating these. You agree to meet such charges in the absence of explicit contrary instructions. You must therefore let us know immediately if do not wish to continue with any application.
16. We may require payment on account, particularly in respect of large items such as fees and expenses to be incurred in foreign filings and actions. Such advance payments are client money and will be held in a client account separate from the firm's operating accounts until the work is completed. However, where such payment relates to an invoice in respect of fixed fees and/or disbursements, we may deal with such monies in our business account (although we will of course return relevant monies to you if work paid for in advance is not carried out).
17. We are entitled to any interest earned on client money.
18. Our invoices are payable in full, free from bank charges or any other deductions, within the period stated on the invoice or, if no period is stated, by return. We are entitled to charge interest at Barclays Bank base rate on any overdue account.
19. Where there is a net credit on your account we shall endeavour to return it to you promptly unless you agree otherwise. If we are unable to do so after six years we will donate the fees to The Incorporated Benevolent Association of The Chartered Institute of Patent Attorneys.

20. Credits on your account may be offset against debts.
21. Our instructions will end automatically once we have completed the work we agreed to do for you. You may also end your instructions to us in writing at any time. We may decide to stop acting for you with good reason and will tell you that we are doing so. This might include (1) if you do not pay a bill in due time or provide funds on account when requested (2) there is a breakdown of trust and confidence between us (3) you are abusive to any of our members, partners, consultants or employees (4) you do not give us reasonable, clear or proper instructions (5) there is a conflict of interest. If you or we decide that we should stop acting for you, we will require you to pay expenses we have already paid on your behalf and our reasonable fees for the work we have done. It is important to note that if we stop acting for you and resign representation rights may be lost before the relevant office.
22. Unless some other arrangement is specifically agreed, in advance, in writing by us, the organisation or person who gives us instructions will be regarded as responsible for payment.

## OUR FILES

23. Our files may be kept in electronic form and may be destroyed when no longer current. Please therefore tell us if you require the return of any papers or other materials you supplied to us. We reserve the right to retain any papers, certificates and materials until all payments due to us have been made. Our own files remain our property. If work is transferred from us to another representative, the files remain with us; access to them (and, if appropriate, copies of papers from them) will be provided, subject to a charge for the work involved. If files are transferred to us from another representative, we recommend that we check key data against the contents of the files and/or public records and we may charge for such checking. If you do not wish us to carry out such checks, we will not be liable for any errors contained in the files as received by us or for any losses incurred as a result of any such errors.

## SEARCHING

24. We may carry out searches on your behalf ourselves, or obtain them from an Intellectual Property Office or private searching organisation. Searches cannot be guaranteed for completeness or accuracy due to the limitations and occasional errors in databases, public records, classifications and indices. When reporting search results we will endeavour to point out any particular limitations.

## OPENING HOURS

25. Written communications between you and us will be either delivered by hand, sent by first class post or sent by electronic means which is capable of printing a hard-copy (such as e-mail). Communications received by us by electronic means are deemed to have been received at the following time:

### Actual time of receipt

Before 09:00 UK time on a working day  
09:00 to 17:00 UK time on a working day  
After 17:00 or on a non-working day

### Deemed time of receipt

10:00 that day  
Actual time of receipt  
10:00 on the next working day

In the event of a difference between the time of transmission specified and the time of receipt recorded on our receiving equipment, the latter will be deemed the time of receipt. In the absence of positive acknowledgement of receipt of a communication by us in a form that is readable by us, it should not be assumed to have been so received.

## LEGAL PRIVILEGE

26. Communications between UK/European Patent Attorneys and their clients and communications between UK Trade Mark Attorneys and their clients are privileged under UK law/European Patent Convention. Thus, where such communications comprise professional advice they generally do not have to be disclosed to the courts or to others. This privilege can be lost if the contents of a letter or other document are disclosed to persons other than the addressee. In the rare event that a court



rules that privilege is lost or does not apply, we are in no way liable for any loss incurred by you or another party as a direct or indirect result.

## COMPLAINT PROCEDURE

27. As we always try to provide an excellent professional service to all our clients, we do need to know if you are at any time dissatisfied with the service you have received from us. We will follow the following procedure to resolve your complaint:

- a. We initially request you contact your usual contact to discuss resolving the matter.
- b. If this does not resolve the matter, complaints should be sent in writing to the responsible director for your work (currently either Dr Michael Spencer or Mrs Marine Body). For matters relating to renewals the responsible director is Dr Michael Spencer. The written complaint should indicate that it is a formal complaint and give full details of the work undertaken and why it was unsatisfactory. The responsible director will consider the written complaint and issue a written decision stating with reasons whether, in his or her opinion, the complaint is well founded. In that event he or she will offer compensation, such as a waiver of fees charged.
- c. If, after receiving the decision, you are still dissatisfied, a further complaint should be submitted to a second director, namely Dr Michael Spencer, or, if Dr Spencer is the responsible director, Mrs Marine Body. The further complaint should contain observations on the written decision. The second director will consider the further complaint and issue a further decision stating with reasons whether, in his or her opinion, the further complaint is well founded. In that event he or she will offer compensation, or if compensation has already been offered, increased compensation.

It is intended that the above procedure should be dealt within eight weeks of receipt.

28. If, after receiving the further decision, you are still dissatisfied you can have the complaint independently considered as follows:

## **Legal Ombudsman**

If, within eight weeks of making the complaint, you are not satisfied with how the matter has been resolved, you may have a right to have the complaint independently looked at by the Legal Ombudsman. They investigate complaints about poor service from lawyers within one year from the date of the problem happening, or within one year of when you found out about the problem whichever is later. Any such referral must be done within six months of the final response received with regard to paragraph 27.c.

To understand the complainant categories, and whether you are entitled to refer a complaint, contact the Legal Ombudsman for detailed advice at:

The Legal Ombudsman

PO Box 6167

Slough SL1 0EH.

Tel: 0300 555 0333

Email: [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

## **Intellectual Property Regulation Board (IPReg)**

Our firm is regulated by IPReg as described in Paragraph 2. If your complaint relates to an alleged breach of the IPReg Codes of Conduct, you may refer the matter to IPReg. Further information regarding IPReg and the nature of the complaints they are able to consider is available from IPReg at:

Intellectual Property Regulation Board (IPReg)

20 Little Britain

London EC1A 7DH

Tel: 020 7353 4373

Email: [info@ipreg.org.uk](mailto:info@ipreg.org.uk)

Website: [www.ipreg.org.uk](http://www.ipreg.org.uk)

## **VARIATION**

- 29.** No material change to the above terms is valid unless agreed in writing by a partner.

## **JURISDICTION**

- 30.** These terms and any dispute between us will be governed by English law and, unless we at our complete discretion elect otherwise, will be subject to the exclusive jurisdiction of the English Courts. Any judgment or order of the English courts (or any judgment or order of the courts of any other jurisdiction in which we may at our complete discretion elect to bring a claim) will be conclusive and binding and may be enforced in the courts of any other jurisdiction.

Papyrus IP Limited

April 2025