

## TERMS OF BUSINESS

---

### Introduction

- This document sets out the terms of business between Harrison IP Limited, Harrison IP SAS (RCS Limoges 878587278) (Harrison IP) and you as our client.

### The Company

- Harrison IP is a Limited company, registered in the UK with offices in York, Manchester, Glasgow, and Limoges in France, and Attorneys operating in London.
- Our directors are UK Patent Attorneys, European Patent Attorneys, UK Trade Mark Attorneys, and/or European Trade Mark Attorneys.
- Our UK Patent and Trade Mark Attorneys are regulated by the Intellectual Property Regulation Board (IPReg) and bound by the Rules of Conduct for Patent Attorneys, Trade Mark Attorneys and other Regulated Persons. Our European Patent Attorneys are also bound by the code of conduct of the Institute of Professional Representatives before the European Patent Office. This code of conduct can be found on the epi website.
- We will handle your affairs on a confidential basis, with due skill, care and diligence and in a timely manner. We will work with you to obtain a favourable outcome in any matters that we handle for you, but success cannot be guaranteed.
- Whilst working for you, we shall assume that our overriding instructions are to maintain your rights without specific abandonment instructions. As such, we may take action to ensure your rights do not irrevocably lapse and pass the costs of completing this work on to you unless we have received specific instructions to abandon a right or rights.

### Fees and Billing Rates

- The primary, but not exclusive, basis on which we bill for our services is by standard charge in combination with the time taken to complete the task. Each Harrison IP Attorney has been assigned an hourly charging rate of £390. Our fee schedule describing the most common standard charges is available upon request.

- We will provide estimates upon request and notify you, prior to carrying out the work, if it becomes apparent that our actual charges are likely to exceed an estimate significantly.
- From time to time, we may engage a consultant to work within Harrison IP and any such consultant is to be treated as an employee for the purposes of these Terms of Engagement. Where a consultant is engaged, a mark-up of their charges to us will be applied, but you will be charged an hourly rate of £390. The relationship will remain between you and Harrison IP. Any complaint should be directed to your contact at Harrison IP.
- If a disbursement is in a currency other than pounds sterling, we apply a markup of no more than 15% to all transactions to mitigate the risk of currency fluctuations. A transaction fee of no more than £10 may also be added to cover banking fees.
- VAT is payable by clients in the UK both on fees and on most of the expenses that we incur on your behalf.
- Where we receive money from you, that we have requested be paid in advance in respect of fees or disbursements to be incurred, these funds will be held in our main account. If the intended disbursements are not incurred, the funds will be returned to you in full, or partially if work has been carried out by us.
- Our payment terms are thirty days from issuance of an invoice. No credit facilities are available.
- For late payment, we reserve the right to charge interest of 1.5% per annum above the base rate from time to time of the Royal Bank of Scotland Plc accruing on a daily basis from the due date. Any query relating to an invoice from us must be notified to us within 14 days of the date of such invoice. We may require payment from you on account of payments to third parties or our professional fees or both. We may suspend and refrain from taking any action in relation to your affairs without any liability to you (even in the case of the loss of any rights) if we have specified that we will not take any action unless a payment on account is made and such payment has not been made in full, or if any invoice rendered to you has not been paid in full by a stipulated due date. Any such suspension of work or any cancellation by you of instructions given to us shall be without prejudice to our right to invoice and be paid for work undertaken and advice provided prior to the date of suspension or cancellation.

### **Foreign Attorneys**

- Our attorneys can represent you directly before the UK Intellectual property Office (UK IPO), the European Union Intellectual Property Office (EUIPO), the Worldwide Intellectual property office (WIPO) and the European Patent Office (EPO). We cannot represent you directly before intellectual property

York    Manchester    Glasgow    London    France

offices in other jurisdictions. For protection and advice in other countries, we will instruct local law firms or other representatives to work on your behalf. The fees and disbursements for the work which such firms undertake for us will be invoiced to us, and we will invoice these to you. We are happy to discuss with you the firm we choose for a particular piece of work, and if you have specific firms in a country with whom you like to work, we can usually accommodate that.

- We are not tied to any particular foreign attorney company for any jurisdiction. We do not receive any financial incentive for selecting any particular foreign attorney company.
- We take care in the appointment of foreign attorneys, and select the appropriate foreign attorney on the basis of their experience and expertise. However, we cannot accept any liability for the actions of foreign attorneys whom we have appointed on your behalf in good faith.
- If you wish us to instruct a particular company of foreign attorneys or representatives in any country, or otherwise wish to be involved in the choice of attorney company, please let us know.

#### **Confidentiality and Conflicts of Interest**

- We will keep confidential all information regarding your business and affairs unless you instruct us to disclose it, or we are compelled to disclose it by law.
- An actual or potential conflict between your interests and the interests of another of our clients might arise during the course of an engagement. If this situation arises, we will discuss the position with you and determine the appropriate course of action. In such circumstances, we reserve the right to act further, at least in relation to the area of conflict, for one of the clients in question. Because of obligations of confidentiality, it will not generally be possible for us to identify the other client, nor the subject matters involved, when we advise the client that we can no longer act for them.
- Before taking on a new client, we will try to identify conflicts of interest that may preclude us from acting for them. We recommend that potential new clients identify to us any firms or companies for whom they believe we will be unable to act without a conflict of interest arising.
- We will not be precluded from acting for a client in relation to a matter in which we have acted for another party when our services for the other party have not extended beyond translation, renewal, and providing an address for correspondence.

### **Data Protection**

- Harrison IP is the data controller of the personal data (defined by the UK GDPR and UK Data Protection Act 2018) you provide to us. This personal data is used by us to communicate with you, in order to provide our services. For more details on how we treat your data, please request a copy of our privacy/GDPR policy.
- We keep personal data for specific purposes, we will inform you of the data held upon request. We will delete or amend the data upon request.

### **Exclusions and Limitations of Liability**

- The advice that we provide to you is for your use only and should not be disclosed to, nor relied upon, by a third party without our prior written approval. If we give approval, it is on the condition that you inform the third party that Harrison IP accepts no liability to third parties who rely upon advice that we have given to you.
- No employee, associate or consultant of Harrison IP will have any personal liability for work undertaken for you.
- The liability of Harrison IP, Harrison IP SAS and its partners, employees and agents for any loss or damage suffered by you arising out of or in any way connected with our work, however the loss or damage is caused, including our negligence but not our wilful default, shall be limited to £5 million or, if lower, an amount equal to that part of the loss or damage that would be fairly apportioned to us by a court, taking account of the role played by other parties. If for a particular matter or matters there are multiple parties to whom we are liable, our liability shall be limited to a single amount, calculated as above in this paragraph, across all those parties. No exclusion or limit in these Terms of Business applies to liability in respect of death or personal injury caused by our negligence.
- In the case of negligence or a default by a third party (for example, foreign attorney), your course of action will be directly against the third party.
- Searches which you instruct us to carry out might be carried out by ourselves, by Patent Offices or by an independent specialist searching firm. The limitations and occasional errors in classifications, indices, computer databases and official records mean that no search can be guaranteed for comprehensiveness or accuracy. We shall not be liable to you for errors by searchers whom we instruct on your behalf, nor for the consequences of limitations in a reasonably drawn search strategy, nor for errors in classifications, indices, computer databases and official records which are outside our control.

## Complaints

- You are at liberty at any time to transfer responsibility for a matter to yourself or to another professional representative. Additionally, circumstances may arise in which we find ourselves unable or unwilling to act for you, and we will then ask you to take on responsibility for the matter yourself or to nominate another representative. In either case we shall cooperate with you and any replacement representative in order to preserve your interests.
- If you have concerns about any aspect of the service we have provided, these should be addressed to the person with whom you have been dealing. In many cases, it is possible for the person handling a case to deal with concerns very quickly to the satisfaction of the client. Sometimes this may involve discussions with another member of the firm such as a supervising partner in respect of the case. If, having raised concerns, you are dissatisfied and are of the opinion that you have suffered or may suffer to your detriment, you may ask for our Complaints Policy to be implemented.
- We reserve the right to implement the Complaints Procedure ourselves if we believe that to be the best way of resolving an issue. Any written complaint should be sent to the employee who normally handles the client's work, who will pass the complaint to a director at Harrison IP who is unconnected with the matter being complained about.
- The director investigating the complaint will contact you directly and will explain to you the manner in which your complaint will be investigated and propose a timetable for dealing with the matter.
- You should make a complaint to us within a year of realising that there is something that causes you concern. We will endeavour to reach a final decision on the complaint as quickly as possible, and within eight weeks.
- A copy of our Complaints Policy is available on request at any time, whether or not you wish to make a complaint.
- If you remain dissatisfied, you can contact the legal ombudsman (<http://www.legalombudsman.org.uk/>) about the complaint. The ombudsman's remit extends to issues such as poor service or complaints about bills. The complaint to the ombudsman must generally be made within 6 months of the date of the final written response from us.
- Complaints relating to matters of professional conduct where there is an allegation that we have acted in breach of the IPReg Code of Conduct or the Litigators' Code of Conduct should be made to IPReg, the Intellectual Property Regulation Board ([www.ipreg.org.uk](http://www.ipreg.org.uk)). The complaint to IPReg must usually be made within 12 months of the date of professional misconduct or the client's discovery of this.