

GENERAL INFORMATION FOR OUR CLIENTS

This page sets out some of the obligations that we have to you and that you have to us. Following receipt of a copy of this sheet we will assume that you are content to accept the terms set out, and any instructions given to us are accepted on that basis.

OUR DUTIES

Mewburn Ellis LLP and its UK patent and trade mark attorneys and solicitors 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 (including its Solicitors).

Mewburn Ellis LLP and its German patent attorneys are regulated by the professional rules set forth in the Patentanwaltsordnung (German Patent Attorney Code), the Berufsordnung der Patentanwälte (Code of Conduct for German Patent Attorneys) and the FICPI (Fédération Internationale des Conseils en Propriété Industrielle) Code of Professional Conduct.

Mewburn Ellis LLP and its German attorneys at law (Rechtsanwälte) are bound by the Bundesrechtsanwaltsordnung (Rules & Regulations for the German Bar), Berufsordnung für Rechtsanwälte (Vocational Rules for Lawyers), Fachanwaltsordnung (Rules & Regulations for Specialized Attorneys), Rechtsanwaltsvergütungsgesetz (German Attorneys' Remuneration Law), Berufsregeln der Rechtsanwälte der Europäischen Gemeinschaft (Vocational Rules for Lawyers in the European Community), and the Gesetz über die Tätigkeit europäischer Rechtsanwälte in Deutschland (Law regulating the activity of European lawyers in Germany).

The European Patent Attorneys in this firm are also bound by the code of conduct of the Institute of Professional Representatives before the European Patent Office. In particular this requires us to avoid conflicts of interest and to keep confidential any information which you provide to us.

LIMITED LIABILITY PARTNERSHIP

Mewburn Ellis LLP is an English Limited Liability Partnership. An LLP is owned by its members, to whom we refer by the traditional name of "partners", but the members are not engaged in a partnership under the Partnership Act 1890. The members are not personally liable for the debts of the LLP. The members and staff act on behalf of the LLP. By accepting these terms of engagement, you agree not to make any claims against individual members of the LLP or its staff.

If anything should unfortunately go wrong, our liability for any loss suffered by you due to our negligence will be limited to the lesser of (i) your direct loss and (ii) £10 million.

In no circumstances shall we be liable to you for the negligent acts or advice or breach of contract of or by third party advisers or other third parties who may be instructed in relation to our work for you. Neither shall we be liable for any indirect or consequential loss or damage (including but not limited to any loss of profits, goodwill or anticipated savings or other benefits).

OUR CLIENT

Unless some other arrangement is agreed in advance, the body or person who gives us instructions will be regarded as our client and as such will be responsible for paying us. If another body or person is to be responsible for paying us, our client will remain liable to pay our fees if that other body or person fails to do so.

Where more than one party is involved, for example in the case of joint patent applicants, we may require confirmation from each of the parties that we are to take instructions from one party on behalf of all the parties. This is because we often have to respond to official letters by set deadlines and therefore we must be able to obtain clear and unambiguous instructions promptly. That one party will be the only party from whom we will take instructions, and we will look to that party in the first instance for payment but each of the other parties will also be responsible for any charges incurred.

Where our client is a company, unless we are instructed to accept instructions from specified persons only, we may accept instructions from any person who appears to have the authority to give us instructions on behalf of the company.

INSTRUCTIONS

We rely on you to give us complete and accurate instructions and information in good time. We cannot be held responsible for any loss of rights if you do not provide clear and complete instructions early enough for us to act within official time limits. We normally advise you of time limits and of actions or instructions that are required from you but we do not undertake to give reminders.

Please confirm all your oral instructions in writing. We do not accept liability for any misunderstanding or misinterpretation of oral instructions.

Please notify us promptly of any change of personnel or name or address or of any change in ownership of rights. Official registration of such changes is often desirable. We will address correspondence to the last address notified to us and this will fulfill any duty that we may have to communicate with you.

FILES

Our files will eventually be destroyed when we no longer need them. We also use an electronic file system. We scan documents on receipt and the documents are then destroyed, although we may retain some types of original document, for example assignments. Please therefore tell us straight away if you require the return of any papers or other materials supplied to us. We reserve the right to retain any papers and materials until all payments due to us have been made.

If work is transferred to us from another firm (or vice versa) we reserve the right to make a charge for the work involved in the transfer.

COMPLAINTS

If you feel dissatisfied with our work, please initially raise your concern with the professional staff handling your work. If after that you think that there remains a problem, please ask that the case is referred to a senior partner or write to us, for the attention of the Senior Partner.

If you still have a complaint, you should contact the Intellectual Property Regulation Board, the Legal Ombudsman or the Patentanwaltskammer (Arbitration Board of the German Chamber of Patent Attorneys), depending on the nature of your complaint. A copy of our written complaints policy is available on request, and this gives further details as to how to complain to the Intellectual Property Regulation Board, the Legal Ombudsman and the Patentanwaltskammer.

Please note Mewburn Ellis LLP is neither legally obligated nor willing to participate in a dispute resolution proceeding before a consumer mediation center pursuant to the Verbraucherstreitbeilegungsgesetz (VSBG), or the Schlichtungsstelle der Rechtsanwaltschaft (attorneys-at-law arbitration board).

CHARGES AND PAYMENT

Our charges are based partly on the time taken to do a particular job and partly on standard charges for particular tasks. Generally the nature of the work is such that the time it will take often cannot be known before the work is begun but we are happy to provide an estimate for a particular job on request. Any estimate will be given in good faith based on our knowledge at the time but such an estimate is not binding as the time required and costs may be affected by matters beyond our control.

All work that we do is chargeable. This includes telephone calls, faxes, reminders and reporting to you on communications which we may receive on your behalf. In most matters (such as patent, trade mark and design applications) after the initial filing, further charges will be incurred in reporting developments to you. Furthermore, on foreign cases overseas attorneys will make similar charges which we will then have to pass on to you. Should you decide not to proceed with any case, it is in your interest promptly to give us clear written instructions that the case is to be abandoned, so that we can where possible prevent further costs being incurred against your wishes.

We may require payment on account before undertaking work, particularly where large items such as fees and expenses are to be incurred or where a client is relatively new to us. Otherwise our invoices are to be paid directly to us in full by the end of the month following the month in which the invoice is dated. We reserve the right to charge interest at 4% over Barclays Bank plc base rate on any overdue account.

Any money belonging to our clients that we hold on their behalf will be held, in trust, in specifically designated client accounts. These accounts will not be interest bearing.

If payment is not made in due time, we reserve the right to decline to undertake any further work. Your rights may be lost if this happens. Regardless of any such suspension of work, payment of your invoices is still required.

When we pay a disbursement on behalf of a client, if that disbursement is incurred in the same currency as the billing currency, the disbursement is recharged at par. When the disbursement is in a different currency, the cost passed on to the client, is the disbursement cost converted into the billing currency using the exchange rate at the time of billing.

To cover our costs in paying disbursements on behalf of our clients, and to provide a level of security against exchange rate fluctuations, our service charge for paying all disbursements (except official fees) is 10% of the disbursement cost.

WHEN MAKING PAYMENT BY CHEQUE

Please make the cheque payable to MEWBURN ELLIS LLP and send it to your usual Mewburn Ellis LLP correspondence address. Alternatively, if the cheque is drawn on a US bank, we would prefer you to send it (by post, not courier) to our Lockbox facility in Boston at the following address: Mewburn Ellis LLP, P.O. Box 845750, Boston, MA 02284-5750, USA (Please DO NOT use this address for correspondence - it is ONLY for US cheques)

WHEN MAKING PAYMENT BY ELECTRONIC TRANSFER

Our bank details are: Barclays Bank plc, 53-55 Broadmead, Broadmead, Bristol BS1 3EA, UK

	STERLING INVOICES	EURO INVOICES	DOLLAR INVOICES
Swift Address:	BARCGB22	BARCGB22	BARCGB22
Sort Code:	20-13-42		
Account name:	Mewburn Ellis LLP	Mewburn Ellis LLP	Mewburn Ellis LLP
Account Number:	23238083	85415955	44688722
IBAN	GB93BARC20134223238083	GB02BARC20710285415955	GB31BARC20710244688722

Please quote our invoice number and/or our reference number on all payments.

CONTACT US

For more information on Mewburn Ellis LLP and other intellectual property matters, please visit our website at www.mewburn.com.

If you have the name of a contact email firstname.lastname@mewburn.com or mail@mewburn.com.