

Client Guide (Incorporating Terms of Business) June 2023

Introduction

We are very pleased that you have chosen to engage and instruct Boulton Wade Tennant LLP and we look forward to working with you.

Boulton Wade Tennant LLP is a Limited Liability Partnership registered in England and Wales, Registered Number OC421876. Any reference to Boulton Wade Tennant LLP, Boulton Wade Tennant, Boulton Wade, Boulton or the firm should be read as referring to Boulton Wade Tennant LLP or its associated entities.

Boulton Wade Tennant is a specialist firm of patent and trade mark attorneys providing advice on intellectual property and related matters. The firm is regulated by the Intellectual Property Regulation Board (IPReg), and the European Patent Institute (epi).

This Client Guide is intended for clients of our UK offices.

Contact Partner

The work which we undertake for you will be directed by one main partner, your contact partner, who is responsible for the delivery of our service to you.

Your contact partner may involve other partners, assistant patent or trade mark attorneys, trainees, paralegals, administrators or non-technical professionals within our firm where additional technical expertise or assistance is required or where it is more cost effective for you. The name of your contact partner and the assistants who will principally be involved with your work are set out in our letter of engagement.

Where aspects of your work are delegated to assistants and other professional staff, work is always under the control of a partner. Boulton Wade Tennant maintains its high standards through careful recruitment and training, the constant monitoring of performance and commitment to the use and development of effective IT and office systems.

Contacts within Your Organisation

We will need to identify at the outset our principal contact or contacts within your organisation. We prefer to have one principal contact who normally will be responsible for instructing us and for approving the payment of our invoices. In addition to our principal contact, we will need to know who else will be authorised to instruct us on matters which will be invoiced to you.

Our Fees

Our fees usually comprise standard charges for administrative and/or procedural aspects of our work, together with time based charges for other professional services that we supply. Our fees and hourly rates are subject to annual review (which take account of the rate of inflation in the UK as measured by the Consumer Prices Index (CPI)). In addition, we regularly review the hourly rates of our paralegals, trainees and recently qualified patent and trade mark attorneys to reflect their increasing experience. Our fees and hourly rates are available on request.

We can provide estimates of charges in advance, on request. Our estimates are given in good faith based on our knowledge at the time. However, it is often difficult to provide accurate estimates as they may be affected by matters outside our control. We shall endeavour to alert you if it appears that costs are likely substantially to overrun any estimate that we have provided.

All fees and costs referred to in our engagement letter or in our estimates to you are exclusive of VAT. We shall pass on to you any VAT where applicable.

Our Charges for Paying External Costs on Your Behalf

External costs, such as official fees payable to Patent Offices, overseas attorney costs and fees of other professionals may be incurred in addition to our fees set out above. Paying these external costs on your behalf exposes us to all or some of the following costs: processing costs, credit risks, bank charges and interest on the debt. Where we process and settle such external costs on your behalf in a currency other than Sterling, we are also exposed to currency fluctuations over the period between receipt of the external costs and settlement of our onward invoice to you.

We therefore reserve the right to apply a handling charge of up to 7% on any such external costs that we process and settle on your behalf, as well as currency charges of up to 5% to reflect the amount of volatility in the currency markets. We keep these charges under continuous review to ensure that they fairly reflect prevailing macroeconomic conditions.

Clients are responsible for all disbursements that arise when Boulton Wade Tennant carries out their explicit or implied instructions including the above mentioned costs. Whilst we try to advise clients before incurring significant disbursements on their behalf, this may not always be possible.

Your Instructions

We communicate with clients and third parties principally by email, as well as via telephone and via regular mail. The firm's contact details and the email addresses for those principally responsible for your work can be found on our website www.boulton.com.

We accept instructions by email, telephone, regular mail or in person. The procedure for taking instructions will depend on the nature and urgency of a matter, your location and the most expeditious way of handling the process. We prefer to receive instructions on all substantive matters by email or at least to have them confirmed by email.

Please ensure that emails from you to us containing time critical instructions, e.g. for new matters or in relation to an official due date for action, are always addressed to our primary mailbox, boulton@boulton.com, as well as to the person you understand to be doing the work.

Our emails carry disclaimers and electronic communication takes place subject to the terms of those disclaimers.

Please keep us informed of any changes that occur in your personnel, address or ownership which may affect either your working relationship with us or the intellectual property rights we are handling for

you. Also, should you lose interest in a particular case, please notify us without delay to ensure that you do not incur unnecessary expense.

Unless agreed otherwise, we will continue to act for you on a retained basis in respect of the matters for which you have instructed us and, if we are required to take action on any of those matters, you will be liable for any charges reasonably incurred by us. You must therefore notify us immediately if you lose interest in a matter.

Warranty

You, as our client, represent and warrant to Boulton Wade Tennant that, to the best of your knowledge, any instructions given by you will not cause Boulton Wade Tennant to infringe the laws or regulations of any country.

Deadlines

Please note any deadlines indicated in our letters or other reports to you. Failure to meet deadlines may result in loss of rights or incur additional costs.

We cannot be held responsible for any loss incurred where you have not provided clear and complete instructions, both within the given time limit and with sufficient notice to enable us to act on your instructions.

In some circumstances we may ask you for up front payment on account before accepting your instructions to complete a matter. In such cases, we are not responsible for any loss incurred by you if we do not receive the requested payment in sufficient time for us to then complete the matter before a deadline.

Keeping Clients Informed

Boulton Wade Tennant will advise you on the progress of matters at all significant stages, normally by email.

All matters are entered into our records system and we are able to provide reports showing the current status of those matters upon request.

Instructing Other Professionals

In circumstances where we need to instruct counsel, solicitors, overseas attorneys or other professionals on your behalf, we draw on our knowledge and extensive range of contacts worldwide to select appropriate professionals to assist with your specific needs or problems.

Confidentiality

All information with which you provide us will be regarded as confidential, but you should advise us if any of the information is particularly sensitive. We will not divulge any confidential information obtained from you other than in accordance with your instructions. It will not be regarded as a breach of confidence to forward information to any Patent Office, to our employees or to other professionals who we instruct on your behalf for the purpose of furthering your interests.

Our Liability

When you become a client of Boulton Wade Tennant, it is on the understanding that we are confident that we are able to provide sound advice. We expect that you, as our direct client, will rely on this advice. However, we do not accept responsibility for any consequences arising from a third party relying on the advice.

In the unlikely event that something should go wrong, we protect you through professional indemnity insurance cover. In cases where we instruct other professionals, the responsibility for any liability arising from their advice or actions will rest with them.

To the extent permitted by law, our liability for all claims directly or indirectly connected with any matter, whether in negligence or otherwise to you, is limited to £5,000,000. Furthermore, to the extent permitted by law, if we are liable to pay damages to you and if you or any other person (including other advisors to you) have contributed to the loss you have suffered, the damages payable by us will be reduced proportionately.

Value Added Tax

In determining whether our services to you are to be treated as VAT free, we will need to rely on representations made by you. If services that are treated as VAT free are later found to have been taxable, you agree to pay us the amount of VAT as well as any penalties or interest resulting from failure to pay VAT. Similarly, we will reimburse you if we mistakenly charge you VAT and subsequently recover that VAT from the tax authorities.

Invoices

We prefer to render invoices on a monthly basis. We are happy to discuss a preferred date in the month to issue our invoices to you. If you instead require us to invoice you upon completion of a task, please let us know.

Payment Terms

Our normal payment terms are 30 days from date of invoice. Provided you are able to meet these payment terms, we will not normally require funds in advance for the matters we undertake for you. In cases involving heavy expenditure on our part, such as litigation or filing programmes involving substantial disbursements, we may ask for a remittance on account.

If there is likely to be any difficulty in your meeting our normal payment terms, we are happy to hold an amount of money against future invoices we render to you. Please let us know if you wish us to discuss this possibility further.

If payment is not received by us within our normal payment terms, we are entitled to charge you interest on late payments from the invoice date at a rate equivalent to the rate prevailing at the invoice date as prescribed by the Secretary of State pursuant to the Late Payment of Commercial Debts (Interest) Act 1998. We are also entitled to suspend the work we are doing for you after giving you appropriate notice.

In the event that we find it necessary to commence legal proceedings against you for recovery of debts owing to us, and our claim is successful, we further reserve the right to collect from you legal fees incurred by us in those proceedings.

Holding Your Money

On the rare occasion we receive money from you or for you other than by way of payment of fees or disbursements, this money will be held for you in trust in a client account separate from any business accounts.

Any interest earned on moneys held for you in the client account will belong to us.

Electronic and Paper Files

Each individual client matter normally has a separate electronic file with its own reference number to ensure that all information, papers, documents and correspondence are allocated correctly. Since 2018, we have only stored, in paper files, those original paper documents that cannot be replaced, such as hand signed documents. We will generally scan any other paper documentation we receive to the electronic file and then destroy such paper documentation after scanning.

In matters relating to the grant of patents and the registration of trade marks and designs, we will retain the files until the grant or registration has been completed and, in other matters such as advisory or contentious matters, we will retain the files until the matter has been completed.

It is our policy to retain all files for a minimum period of six years after the date of our final invoice to you on the matter concerned – that is, six years from the grant of a patent or registration of a design or trade mark, or six years from the conclusion of any advisory or contentious matter.

In the interests of storage space, we reserve the right to destroy any file at any time thereafter. If you wish us to retain files for a longer period, you should advise us of this. We reserve the right to make a charge for the continued storage of those files.

In so far as our files contain copies of correspondence between you and us, of other papers that we may have sent to you, and of correspondence between ourselves and other professionals, together with our own internal file notes and paperwork, they are our own property.

However, should you wish to transfer any matters from us to another advisor, we are happy to make copies of all relevant parts of our files for you, on the understanding that you have agreed to pay for any unbilled work completed before the transfer and that you are up to date with payment of our other invoices. We reserve the right to levy a reasonable charge for copying significant quantities of materials when transferring matters to another advisor.

Duration of Instructions and Termination

We expect to continue to act in any matter on which we have accepted instructions from you until the matter is completed. Either of us may terminate our engagement, generally or in relation to a specific matter, by giving appropriate notice. We will not normally do so unless a conflict of interest arises or we consider that for any other good reason it would not be in your best interests for the firm to continue to represent you.

We also reserve the right to decline to act further if payment of our account is not made in accordance with our normal terms of business. In such an event, we will send you a schedule of the matters on which we have been acting for you and render a final invoice for fees and disbursements incurred up to termination and for any work we are required to do in relation to those matters after termination.

If our instructions are terminated by you, you will be liable for our fees and disbursements up to the date of termination and for any subsequent fees or disbursements reasonably incurred in respect of instructions received by you before termination. You will also be liable for any costs necessary in connection with the transfer of your matters to another advisor of your choice.

Problems or Complaints

We undertake to look into problems and complaints carefully and to do our best to explain the position to you.

Should you have an issue regarding our service, please direct this in the first instance to the contact partner responsible for your affairs. If you wish to formally raise a complaint, please contact our Complaints Partner. Our Complaints Partner will investigate the matter and will notify you of any action taken.

If the complaint cannot be resolved between us, you may have the right to take a complaint concerning the quality of our service to the Legal Ombudsman at the Office for Legal Complaints (www.legalombudsman.org.uk).

Boult Wade Tennant LLP has patent and trade mark attorneys and lawyers in the UK and Germany and, via Boult Wade SL, in Spain. The German and Spanish attorneys/lawyers are regulated by their local bars. UK Registered Patent and Trade Mark Attorneys are regulated under a Code of Conduct by the Intellectual Property Regulation Board (IPReg). Complaints of professional misconduct, which cannot be resolved under our own complaints system above, can be referred to IPReg (www.ipreg.org.uk).

GDPR and your data

Boult Wade Tennant LLP and any associated entities such as Boult Wade SL, collect information about our clients. As data controller, Boult Wade Tennant (the firm) is committed to using your data correctly and securely. For further information please write to our head office for a full copy of our firm privacy policy. Our head office is: Salisbury Square House, 8 Salisbury Square., London EC4Y 8AP, United Kingdom. The firm has elected not to formally appoint a Data Protection Officer. Instead, the responsibility for the security of the firm's data sits with the firm's Chief Operating Office, Andrew Little (alittle@boulton.com).

We collect and use personal data in relation to clients for:

- Business information – including contact details
- Contract information – the terms of service and charging that we agree
- Subscriptions/preference and events data – contact and presentences so we send you the correct information of interest

- Online data – enquiries that we are sent, including contact details so we can reply to you as well as anonymous data via tools such as google analytics to show how the user uses the website.

We use your personal data in the provision of services:

- Business relationship management – to improve the service we offer
- Communications – to help improve all types of communication
- Legal compliance – to ensure we are compliant with regulatory boards, bodies and organisations
- Events – to invite individuals to events
- Client surveys – to ensure that the service we offer is satisfactory
- Online security – to help us ensure your data is secure
- Managing suppliers – to provide the right data to third parties such as the EPO in order that we fulfil our obligations to you
- Legitimate interests – where there are business interests that we believe comply with GDPR's three factor test that confirms we have a legal business interest
- Facilitate payment

The legal grounds upon which we rely to process your data include: performance of a contract, consent through preferences gathered in the course of sending you marketing materials and legitimate business interest.

We have a legitimate business interest in:

- providing our services
- managing and developing our relationship with you and the company/organisation
- improving services
- responding to enquiries
- ensuring debts are paid

We keep your data for only the length of time necessary to perform the services for which we are engaged. This varies with the type of client and the nature of our relationship. Data is retained for the purposes of fulfilling your compliance and regulatory obligations.

For a full copy of our GDPR policy please contact boult@boult.com

Your Views

We welcome your views and any suggestions you may have in relation to our range of services or in the way in which those services are provided.

Boult Wade Tennant LLP
June 2023

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The firm is a European IP practice with branch offices in London, Frankfurt, Munich, Cambridge and Reading, and which provides services in Spain via a locally registered company Boult Wade, S.L. The qualified UK professionals of Boult Wade Tennant are Chartered Patent Attorneys and/or Chartered Trade Mark Attorneys regulated by IPReg (www.ipreg.org.uk) and/or European Patent Attorneys regulated by The Institute of Professional Representatives before the European Patent Office (<http://www.patentepi.com/en>). Members of the firm whose primary office is in Germany or Spain are subject to the rules of their local professional regulatory bodies as explained on our website www.boult.com.

A list of members of Boult Wade Tennant LLP is available for inspection at the registered office at Salisbury Square House and on our website.

Offices in: London, Frankfurt, Munich, Madrid, Cambridge and Reading.

