

General Information for our Clients

This sheet 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

The Patent Attorneys in the firm are bound by the codes of conduct of the UK Chartered Institute of Patent Attorneys and 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. Similarly, the Trade Mark Attorneys in the firm who are members of the Institute of Trade Mark Attorneys are bound by its code of conduct.

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 any other body or person is to be responsible for paying us then we will normally need their written confirmation of the arrangement in advance, and 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.

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 (included but not limited to any loss of profits, goodwill or anticipated savings or other benefits).

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. 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 Chartered Institute of Patent Attorneys or Institute of Trade Mark Attorneys; if they also cannot resolve the difficulty, you should go to the Legal Services Ombudsman.

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 invoice date. We reserve the right to charge interest at 4% over the Royal Bank of Scotland plc base rate on any overdue account.

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 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: The Royal Bank of Scotland plc, Cavendish Square, London W1M 0DB, UK

	STERLING INVOICES	EURO INVOICES	DOLLAR INVOICES
Swift Address:	RBOS GB 2L	RBOS GB 2L	RBOS GB 2L
Sort Code:	16-00-30		
Account name:	Mewburn Ellis LLP	Mewburn Ellis LLP	Mewburn Ellis LLP
Account Number:	10084244	MEWBELLI-EURC	MEWBELLI-USD1
IBAN	GB20RBOS16003010084244	GB77RBOS16107010004895	GB68RBOS16630000147595

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

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

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