

Terms of Business

AVIDITY IP

European Patent and Trade Mark Attorneys since 1989

The following sets out our relationship with you. Please contact us with any questions.

Who can instruct us

We can only take instruction from the individual(s) identified in the accompanying Letter of Engagement, and only as written correspondence. This ensures traceability for all decisions. We work on the assumption that the person instructing us has the right to do so.

To be compliant with national money laundering regulations we require several forms of identity for each new UK client. We promise to make these necessary checking steps simple and dignified for you. It is important that you inform us promptly of any changes to your contact details.

Our Charges

We strive to secure commercially advantageous results at all times but we act on the basis that our costs are met regardless of outcomes.

Our charges are typically made up of:

- a) Professional Fee - Hours spent on your work by our attorneys. Charged to the nearest 6 minutes, covering correspondence, telephone calls, meetings and travel.
- b) Service Charge - These are fixed costs to cover external filing and other administrative tasks completed by our paralegal staff.
- c) Associate Fee - These can be a mix of professional time and service charges incurred by other intellectual property firms, typically overseas, engaged in the progress of your interests. We use only suitably qualified partners but will not be liable for any default or negligence by such third parties.
- d) Official Fee - These are fixed external costs charged by regional intellectual property offices which we pay on your behalf. For non-UK fees incurred we add a reasonable cost to accommodate currency fluctuations. The handling of official fees will typically involve a small component of our attorney or paralegal effort.

How we invoice

We typically invoice on a regular monthly cycle. Event-billing is appropriate in a minority of cases and we are happy to discuss this. Our terms are full-payment within 30-days of date of invoice. If payment is not made in time, we reserve the right to charge interest on the outstanding amount. In extreme cases of non-payment we will suspend further work and terminate our relationship, which can result in the loss of your rights. Please help us to best enforce your rights by paying within our 30-day terms. Invoicing or payment questions should be directed to our Head of Client Care at bob.howard@avidity-ip.com.

Forward visibility of cost

As your nominated agent we will clearly communicate the costs associated with forthcoming work, typically as estimates for each component of work. We will inform you of any significant deviations in predicted spend. In special circumstances we can undertake fixed-price work and are happy to discuss this with you.

Advance payment

If you are a new client or we are undertaking a piece of work with significant external costs then we may reasonably ask for advance payment of a portion of total costs. In these instances we can provide a pro-forma invoice if requested.

Ongoing legal duty

Be aware, as a regulated provider we have a responsibility to ensure certain official fees are met, even in the absence of instruction by you. We will endeavour to ensure you have visibility of this but financial responsibility to maintain essential costs remains with you. It is important to inform us if you no longer wish to maintain intellectual property within our care.

Client care and complaints

If you have any queries or complaints about the way in which your work is being handled, in the first instance please contact the senior attorney responsible. We take all complaints seriously and will deal with them openly and constructively. We have a formal complaints procedure listed on our website and known to all staff, where our goal is conciliation. If, for any reason you want to take the matter further you may contact our Head of Legal Practice at holp@avidity-ip.com. All clients retain the right to complain to the Legal Ombudsman at the conclusion of our internal complaints procedure. We will always provide full details and contact information for this.

Conflict of interest

We cannot act simultaneously for two companies whose interests conflict in the matter on which we are advising. In such circumstances we reserve the right to decline to act further, at least in relation to the area of conflict, for one of the companies. However, we make every effort to put them in touch with another firm who is not conflicted.

Termination of relationship

We will always strive to resolve any concerns you may have, but you may terminate your relationship with us in writing at any time by giving us one month written notice.

Confidentiality and data protection

Any information that you provide to us is treated as confidential. We do not disclose your information to anyone else without your express consent, unless of course we have a legitimate reason to do so. Unless you request in writing, we may use your details to send relevant industry news and any changes to our services. Your details will never be shared for marketing purposes.

File handling

Our files remain our own property and are kept under normal commercial office storage. It is our normal practice to securely destroy correspondence and draft documents when a file is closed and older than 6 years.

If you instruct us to transfer work to another representative, we will either provide a copy at a reasonable charge or give them access to extract required information. We will not transfer files until all invoices are settled in full.

Professional regulation

We are regulated by IPReg (ipreg.org.uk), the regulatory body of Patent and Trade Mark Attorneys. We will only undertake work that is within our expertise or competence.

Exclusion and limitation of liability

We maintain professional insurance cover appropriate to the size of our firm. Any claim in connection with our services will be the responsibility of Avidity IP Ltd and you agree to not make any claim against individual employees of the firm.

Our liability for any loss suffered by you due to our negligence will be limited to the lesser of: (i) a sum attributed to us by a court allocating proportionate responsibility under the 1978 Civil Liability Act; and (ii) the limit of our professional indemnity insurance cover at the time of claim notification.

Law and jurisdiction

This Agreement is governed by English law and is subject to the exclusive jurisdiction's of the courts of England and Wales.

Starting work

We need your agreement before any work can start. Please sign a copy of these terms plus your Letter of Engagement and return a copy to us.

Signed _____

Print Name _____

On Behalf of _____

Date _____