

# AA Thornton IP LLP

## TERMS OF BUSINESS

### 1. Introduction

1.1 In these terms of business (“Terms”) all references to:

1.1.1 ‘AA Thornton IP LLP’, ‘we’, ‘us’ or ‘our’ shall be to AA Thornton IP LLP, a limited liability partnership having its principal place of business and registered office at Octagon Point, 5 Cheapside, London, EC2V 6AA;

1.1.2 ‘you’ shall be to the person, firm or company to whom these Terms are provided or who is named as our client in our letter of engagement;

1.1.3 ‘Partner’ shall be a member of AA Thornton IP LLP and any senior employee of similar standing; and

1.1.4 the term ‘Losses’ means any claims, proceedings, losses, liabilities, fees, penalties, costs or expenses.

1.2 This document sets out our Terms which shall, together with any further terms set out in our letter of engagement, constitute the contract between us (“Contract”) and shall apply to all work done by us for you (including any work done by us before the Contract is formed), to the exclusion of any other terms that you may seek to incorporate into this Contract by any means. If there is any conflict between these Terms and our letter of engagement, then our letter of engagement will apply.

1.3 Instructions by you to carry out work following provision to you of these Terms shall constitute your unconditional acceptance of these Terms which shall apply in all cases unless and to the extent that they have been amended by the prior written agreement of a Partner of AA Thornton IP LLP Your continuing instructions to us shall amount to an acceptance by you of these Terms.

### 2. Who we are

2.1 We are a limited liability partnership specialising in Intellectual Property Law. Our Partners include Intellectual Property Solicitors and Barristers, Chartered Patent and Trade Mark Attorneys, and European Patent Attorneys. AA Thornton IP LLP is authorised and regulated by the Intellectual Property Regulation Board (“IPReg”). We are required to comply with the Rules and Regulations (as amended from time to time) of the Intellectual Property Regulation Board for Patent Attorneys, Trade Mark Attorneys and other Regulated Persons which can be found at <https://ipreg.org.uk/pro/rules-and-regulations/>. Our Solicitors are subject to the SRA Code of Conduct 2011 which can be found at <https://www.sra.org.uk/solicitors/handbook/code/> and our Barristers are subject to the BSB Code of Conduct which can be found at [https://www.barstandardsboard.org.uk/media/1999614/bsb\\_handbook\\_version\\_4.2.pdf](https://www.barstandardsboard.org.uk/media/1999614/bsb_handbook_version_4.2.pdf).

2.2 We will carry out work for you in compliance with the Rules and Regulations of IPReg, the SRA Code of Conduct 2011 (as applicable) and the BSB Code of Conduct (as applicable), and with reasonable skill, care and diligence.

### 3. Office hours

Our offices are open on weekdays only, excluding UK public holidays, between the hours of 09:00 and 17:00. Correspondence (including, but not limited to, mail, faxes, couriers and emails) received outside of these hours, other than by prior arrangement, will not be guaranteed attention until the next working day.

### 4. The work we do for you

**4.1** We will carry out specific work for you on your instructions. We may also be instructed to act on a retained basis. This will mean we carry out ongoing work on a matter or matters from time to time. If there are any specific terms governing our relationship in relation to work carried out on a retained basis, such terms will be set out in our letter of engagement.

**4.2** We shall be entitled to assume that the person or persons providing us with instructions on your behalf has or have actual authority to do so, and that all information provided by such person or persons on your behalf is relevant, accurate, complete, and can be relied upon by us without the need for any verification by us. Any oral instructions should be confirmed in writing and where they are not so confirmed we shall have no liability for any misunderstanding or misinterpretation which may arise from such instructions.

**4.3** Where we are instructed by one or more clients (persons or legal entities), the liability of each is joint and several. Each client irrevocably permits us to disclose to any other of the joint clients any information relevant to the retainer. If any joint client ends this permission during the retainer, or a conflict arises between them, we may suspend or terminate the retainer.

**4.4** Once you have provided authority to us to give an undertaking to another party for the payment of any sum or the performance of any action, you are deemed to provide us with authority to perform that undertaking subject to our reasonable satisfaction that the terms of the undertaking have been met.

**4.5** We will have no liability to you for any Losses arising as a result of any instructions or information supplied by you being provided late, being incomplete, incorrect, inaccurate, illegible, out of sequence, in the wrong form or otherwise being inadequate.

**4.6** Offices or registries at which intellectual property rights are registered, including but not limited to, the UK Intellectual Property Office, the European Patent Office, the World Intellectual Property Organization and European Union Intellectual Property Office, impose time limits in connection with steps to be taken during and after the relevant intellectual property registration processes. These time limits are important and failure to comply with them can lead to irretrievable loss of rights. We will use reasonable endeavours to inform you of any relevant time limits. We may provide you with reminders, although we do not undertake to do so. You must provide clear, complete and accurate instructions in good time to enable us to act within the relevant time limits, taking into account the scale and nature of the task, international time-differences, weekends, normal office hours and public holidays in whatever country the relevant office or registry is located. We will not be liable for Losses which may be incurred by you if you do not comply with your obligations under this clause 4.6.

**4.7** Without prejudice to clause 4.6, if you provide instructions at a time we consider to be later than they ought to have been provided, and we consider that they have been received in sufficient time to act on them and do so act, then we may raise an additional charge to reflect the urgency of the matter which you will be liable to pay.

**4.8** Your instructions will be acted upon within a reasonable time of their receipt taking into account the circumstances, including any urgency.

**4.9** We will not be bound by any specific time period for the completion of work or the provision of information unless we have confirmed receipt of instructions in writing and agreed to act within the time period concerned.

**4.10** You must notify us promptly of any change of your name or address, change in the nature of your personal or corporate status or constitution and any change of ownership of, or interest held in, any intellectual property rights which you own or in which you have an interest. Many of these changes need to be officially registered, and/or may have an effect on intellectual property rights. We will not be responsible for any loss of, or other effect on, rights arising from your failure to inform us of such changes.

**4.11** We will normally communicate with you by post or non-encrypted email. Because of the nature of email communications these may not be secure and confidentiality in them may be compromised. Further, there may be late receipt or non-receipt of emails in some circumstances. We cannot accept responsibility for any late receipt or non-receipt of emails. If you wish us to communicate with you using other methods, then you must tell us. We shall assume, unless you tell us otherwise, that you accept the risks involved in using the methods referred to in this clause 4.11.

**4.12** We will take reasonable precautions to protect any documents and data which you may send to us within emails although you accept that such documents and data may become corrupted or viruses may become attached to emails despite us having taken such precautions. Subject to our obligations under relevant data protection legislation, we cannot accept responsibility for any corruption of documents or data provided by you or for the consequences of any email viruses.

**4.13** The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 may apply to work carried out on your behalf following online or telephone sales of our services to you. These Regulations apply where you are an individual acting for purposes which are wholly or mainly outside your trade, business, craft or profession. If the Regulations do apply, then you have the right to cancel your instructions within fourteen working days without charge unless you have confirmed your instructions to us at a meeting at our offices or you have agreed in the meantime that we should commence work. If you have authorised us to commence work then we may charge you for the work which was done, even if you subsequently cancel your instructions.

## 5. Authorisation to Act – Third Parties

**5.1** You authorise us to complete and sign such official forms and applications as are necessary or desirable to carry out your instructions. You warrant that the information which you provide to us in connection with such instructions is accurate and complete and, so far as you are aware, will not cause us to breach any applicable laws or regulations of any country. You agree to indemnify us in respect of any Losses incurred by us in connection with the completion of such forms and applications.

**5.2** In the course of carrying out work we may need to instruct third parties to act on your behalf. These third parties may include patent attorneys, trade mark attorneys, lawyers, solicitors, barristers, specialist searchers, translators, renewal agents or others. We may seek your approval prior to making such appointment but we are authorised by these Terms to instruct such third parties directly on your behalf, without seeking such approval, if we consider it necessary in order to comply with instructions you have provided. We may in some cases require you to execute a power of attorney or similar document to allow us to do so.

**5.3** If we propose to you that any particular third party is engaged on your behalf, we will use reasonable endeavours to propose third parties with whom we have worked previously and who we believe have carried out their duties in a competent way. However, in some cases, for example where a patent attorney is required in a jurisdiction in which we have not previously engaged a patent attorney, we may propose the engagement of an attorney because he or she is listed in a professional directory or for other reasons. Although we will endeavour to appoint third parties we believe to be competent, you recognise and accept that these third parties are not part of AA Thornton IP LLP, we do not endorse or accept responsibility for the actions or omissions of any such third party, and we will not be liable for any of their acts, omissions or defaults. Your sole and exclusive right and remedy with respect to any claims arising out of or relating to any third party services will be against the third party and not us.

## 6. Estimates and Budgets for Charges

**6.1** If requested, we will provide you with an estimate of future charges (including our fees). Any estimate will be given in good faith based on our knowledge at the time. However, as charges may be affected by matters beyond our control and the amount of work involved often cannot be accurately forecast, such estimates will not be binding. Where we consider it appropriate, we will charge for preparation of estimates and/or budgets which we prepare for you.

**6.2** If during the course of carrying out the work it becomes apparent to us that our actual charges are likely to materially exceed our estimate we will notify you as soon as practicable.

## 7. Our Fees

**7.1** Our fees are normally based on our professional time spent on the matter, although other factors, for example, the size, nature, and complexity of the matter and how urgent it is, may be taken into account. The time spent will include all work, for example, telephone calls, drafting, and writing letters and emails. Fixed (service) charges may also apply in relation to specific tasks (for example, the filing of an application to register intellectual property rights). A copy of our tariff of fixed (service) charges as applicable from time to time is available on request. Our hourly rates are based on the qualifications and experience of the personnel involved. These rates are reviewed periodically and may change during the course of the work. We will advise you of any such changes. Our fees are calculated at the rates which are current when the work is carried out. Details of our current hourly rates for our personnel are available on request.

**7.2** You will be responsible for any disbursements we incur on your behalf in connection with the work that we do for you. These may include, for example and without limitation, official fees levied by the UK Intellectual Property Office, the European Patent Office, the World Intellectual Property Organization, the European Union Intellectual Property Office, and other national intellectual property offices, Counsel's fees, court fees and the costs of any experts or other agents (including translators or foreign lawyers). Such disbursements may also include items such as photocopying costs, couriers, travel and meeting expenses, and telephone charges. Where these disbursements are not in pounds sterling, in invoicing these to you we will apply an exchange rate which takes into account our costs and risks in making payments in foreign currencies. This exchange rate will be notified to you in writing on the face of each relevant invoice. You should notify us promptly, in writing, if you have a query in relation to any of our invoices.

**7.3** VAT is chargeable at the prevailing rate in force to UK clients on our fees and, where applicable, on disbursements. In the case of invoices addressed to persons outside the United Kingdom, VAT will be charged at the prevailing rate in force unless we are provided with the equivalent of a VAT number, or other information establishing that VAT is not chargeable. Our VAT registration number is 400198532.

**7.4** You will be responsible for the payment of all charges and other amounts arising from the work carried out by us. If you have agreed with a third party that they will pay all or any of the charges or other amounts due on your behalf and they fail to do so then, in accordance with these Terms of business, you will still be responsible for the payment of any outstanding amount due.

**7.5** Where you are entitled to recover our charges from a third party and you are registered for VAT, our invoice will be addressed to you to enable you to recover VAT and you must pay that VAT on delivery on our invoice.

**7.6** Our invoices must be paid without any deduction or withholding on account of taxes or other charges. If you are required by law to make a deduction or withholding you must pay such additional amount as may be necessary to ensure that we receive payment of the full amount of our invoice.

**7.7** Unless credit terms are agreed, we will require payment on account of the total expected costs in a particular matter. Unless you have made special arrangements with us, we will always require payment on account to cover any anticipated disbursements (such as Patent Office fees and overseas attorneys' fees) which we may be required to pay on your behalf. We will not normally carry out any work until the requested payment has been received in our bank account in cleared funds. Sums received will be offset against our invoices, although the level of our fees will not be limited to the amount of any such advance payment.

## 8. Payment Terms

**8.1** Our invoices are normally issued in pounds sterling and will be payable in pounds sterling unless we agree to accept payment in another currency in which case the exchange rate will be set at our reasonable discretion and you will be required to pay for the bank charges in relation to currency conversion. We reserve the right to issue interim invoices for work carried out.

**8.2** Unless otherwise agreed by us in writing our invoices are to be paid in full within 15 days of the invoice date.

**8.3** If our invoices are not paid in full by the due date then:

**(a)** we reserve the right to charge you statutory interest of 8% per annum above the Bank of England base rate on any amounts overdue, such interest to accrue on a day to day basis from the due date for payment until receipt by AA Thornton IP LLP of the full amount whether before or after any judgement.

**(b)** we may at our discretion suspend all further work on your behalf without any liability to you and notwithstanding that this may result in the irrevocable loss of or failure to obtain intellectual property rights (whether or not we have notified you of the prospective loss of any rights). Any such suspension of work shall be without prejudice to our right to invoice for any work undertaken, or costs or disbursements incurred, prior to such suspension. In circumstances where we have suspended work as a result of non-payment, we shall have no continuing responsibility to carry out any further work for you, or to deal with, or to forward to you, correspondence received by us; and

**(c)** you will indemnify us against any and all costs and expenses (including legal costs and expenses) on a full indemnity basis which we incur in recovering sums due without prejudice to any other rights or remedies available to us.

**8.4** Where you are acting as agent on behalf of a third party you will in all cases ultimately be responsible for our fees (and any other sums due to us), regardless of whether that third party has provided you with sufficient funds to meet our fees. We also reserve the right to contact that third party directly in the event of non-payment by you of our invoices or if you are not providing us with instructions in relation to work carried out for that third party. In the event that you request us to render our invoices to another person for services performed on your instructions and we agree to do so, you shall remain liable jointly and severally with that person for payment of those invoices. In this clause, where you are instructing us in your capacity as director or officer of a corporate entity "you" shall include yourself personally.

**8.5** We shall be entitled to a legal right, a lien and a contractual right to retain any money, documents or property belonging to you which are in our possession until all outstanding payments due to us from you have been paid in full. This applies irrespective of whether the money, documents or property relate to the matter in respect of which the outstanding amount relates.

## 9. Ownership of Files and Our File Retention and Destruction Policy

**9.1** The following terms concern the ownership of files and rights in material contained in files, together with our file retention and destruction policy.

**9.2** Our files and their contents remain our property at all times and we retain ownership of the copyright and all other intellectual property rights in the documentation and other work which we produce. You will have a non-exclusive and non-transferable licence to use the documentation and other work solely for the purpose for which they were prepared. If you do not pay us in full for our services in accordance with these Terms we reserve the right to give you notice terminating this licence with immediate effect.

**9.3** Following the closing of a file in relation to a specific matter it is our normal practice to retain our correspondence files, draft documents and other papers relating to that matter for a period of seven years from the date upon which the file is closed after which time all papers may be destroyed without further notice or liability to you.

**9.4** Our files relating to transactions or matters which may still be in force or current, but for which we no longer have any responsibility, will be retained or destroyed at our discretion without further notice or liability to you.

**9.5** Subject to clause 9.4, if you ask us to transfer files to other professional advisers, we will at our discretion and upon payment of our reasonable costs for doing so either provide duplicate files or agree to hand over relevant extracts from the files, subject to an undertaking from your new representative that we will be given access to those extracts should such access be required by us for any purpose.

## 10. Confidentiality

**10.1** We will keep as confidential all confidential information relating to your business and affairs which we obtain in the course of carrying out our work for you except where disclosure is necessary or desirable in the course of carrying out your instructions, or is required by applicable law or regulation. You agree that we may disclose all such information to any overseas attorneys or third party advisers we instruct on your behalf in relation to the work and you also agree that we may disclose all such information to our insurers and professional advisers. You also agree that we may disclose all such information to patent offices, trade mark registries, design registries and other similar or equivalent intellectual property offices or registries in the course of acting for you, and you acknowledge that this will normally result in publication of such information. You will be responsible for any fees, disbursements or expenses incurred by us in dealing with such a disclosure.

**10.2** Our obligations under clause 10.1 will not include information which is in the public domain except where this has resulted from a breach by us of clause 10.1.

**10.3** Where we are undertaking work for you in conjunction with your other professional advisers, we will assume that we have your authority to discuss relevant confidential information with them unless you notify us otherwise.

**10.4** We will endeavour to disclose to you all material information which relates to you and your affairs. However, we will not disclose to you any such information in respect of which we owe a duty of confidentiality to a third party or an existing or former client.

## 11. Data Protection



**11.1** In this clause 11:

**11.1.1** “Data Protection Legislation” means (i) the UK General Data Protection Regulation (“GDPR”) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the United Kingdom and (ii) any successor legislation to the GDPR;

**11.1.2** “data controller”, “data processor” and “processing” shall have the same meanings as in the Data Protection Legislation and “processed” and “process” shall be construed in accordance with the definition of “processing”; and

**11.1.3** “Personal Data” means any information relating to an identified or identifiable natural person (“Data Subject”); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

**11.2** AA Thornton IP LLP will collect and use your Personal Data, which will be processed in accordance with this clause and our privacy policy, a copy of which is available online at <https://www.aathornton.com/privacy-policy/>. It explains the categories, sources, use, legal basis of processing and retention of personal data that we may hold. It also sets out your rights including your right to complain to the Information Commissioner’s Office if we have failed to comply with our obligations in respect of your Personal Data. The privacy policy may be amended from time to time and we will notify you of any substantial changes.

**11.3** In respect of your Personal Data processed in accordance with this clause 11, AA Thornton IP LLP will act as a data controller.

**11.4** We rely on one or more of the following legal bases for processing your Personal Data:

**11.4.1** where you have given us your consent;

**11.4.2** where it is necessary to perform a contract we have entered into or are about to enter into with you; or

**11.4.3** where it is necessary for the purposes of our legitimate interests (or those of a third party) and your interests or fundamental rights and freedoms do not override those interests.

**11.5** Personal Data collected from you may be used for the following purposes:

**11.5.1** the provision of services by AA Thornton IP LLP;

**11.5.2** client administration;

**11.5.3** marketing; or

**11.5.4** as required by law.

**11.6** AA Thornton IP LLP may from time to time send marketing material about its services to you where it has obtained your consent to do so or if the services are similar to those which we have previously provided to you and you have been given an opportunity to opt out of future marketing at the time of the collection of that Personal Data. On sending you electronic marketing material, we will offer you the option of opting out of

receiving further marketing material with each such communication. You may also opt out of receiving marketing material by contacting our Marketing Department at [marketing@aathornton.com](mailto:marketing@aathornton.com).

**11.7** For the purposes of providing our services to you, we may share your Personal Data with third parties including intellectual property offices, overseas attorneys, business partners, suppliers and subcontractors for the performance of any contract we enter into with them or you. In particular, we may share your Personal Data with CPA Global Limited, trading as Clarivate™, for the purposes of registration, updating and renewal of intellectual property rights in other countries around the world. CPA Global Limited acts as a data processor in relation to your Personal Data.

**11.8** AA Thornton IP LLP and/or CPA Global Limited may be required to share your Personal Data with organisations that are located outside of the European Economic Area. Where we share your Personal Data in this way, we will only do so because it is necessary for the performance of your Contract with us. Alternatively, we will take other appropriate measures to ensure that safeguards are in place to protect your Personal Data.

**11.9** Further details about how AA Thornton IP LLP processes your Personal Data, including information on your rights under the Data Protection Legislation, can be found in our privacy policy at <https://www.aathornton.com/privacy-policy/>. Any queries regarding the processing of Personal Data should be directed to Nick South at AA Thornton IP LLP, Octagon Point, 5 Cheapside, London, EC2V 6AA or at [nqs@aathornton.com](mailto:nqs@aathornton.com). Individuals have the right to complain to the Information Commissioner's Office if they have concerns about the way we process their Personal Data although we would appreciate the opportunity to resolve your complaint in the first instance.

## 12. Employees, Workers, Contractors or Other Individuals Connected to You

**12.1** In order to provide our services to you it may be necessary for AA Thornton IP LLP to collect and use Personal Data belonging to other individuals employed by, represented by or otherwise connected to you and which you provide to us ("Third Party Personal Data"). We will process Third Party Personal Data in accordance with our privacy policy.

**12.2** You agree that you will procure all the necessary and appropriate consents to enable the lawful transfer of any Third Party Personal Data to us in order that we can provide our services, and that you will bring the provisions of this clause 12 to the attention of the individual concerned.

## 13. Searches

Any searches you request may be carried out by ourselves, by intellectual property offices or registries, or by an independent specialist searching firm. We shall have no liability for any errors, omission or defects in any searches carried out by other entities. Due to the limitations and occasional errors in classifications, indices, computer databases and official records, no search can be guaranteed for comprehensiveness or accuracy. We will endeavour to point out any particular limitations when reporting search results to you and may recommend extending the scope of searches when we consider it in your interest to do so.

## 14. Indemnity and Threats of Proceedings

If you ask us to make a threat of proceedings on your behalf (for example, relating to infringement of an intellectual property right) we may decline to do so on the basis that it may expose us to a claim. If we do act



upon your instructions, you agree to give us an indemnity (in terms to be notified to you) against any loss or expense arising as a result of making the threat.

## 15. Limitation of Liability

**15.1** Except to the extent that we expressly agree with you otherwise in writing these Terms shall not confer a benefit on any third party and no third party shall be entitled to enforce any of these Terms or otherwise rely on them.

**15.2** All advice, documents and information we give to you must only be used by you in connection with the matter on which we are providing you with our services and must not be disclosed to any third parties without our written consent. We shall have no liability to any third parties who seek to rely for any purpose on any advice, documents or information provided by us.

**15.3** We only provide advice on the law and practice relating to intellectual property matters in England & Wales as well as on applicable law and practice in the European Patent Office and the European Union Intellectual Property Office. We may, where appropriate, suggest that separate or further advice be taken from a barrister specialising in the appropriate area of intellectual property law. We do not advise directly on matters relating to foreign intellectual property laws (unless we agree to do so in our letter of engagement) and liaise with overseas attorneys where advice relating to foreign law is required. We do not accept responsibility for any advice given or work done by overseas attorneys.

**15.4** We shall not be liable for failing to provide services which relate to any matter which falls outside the scope of these Terms. We do not have any responsibility to notify or advise you in relation to any event or change in the law, or any expiry of your rights, which occurs after we have finished providing you with the relevant services.

**15.5** Nothing in these Terms of business shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence or the negligence of our personnel;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability which cannot be excluded or limited under applicable law.

**15.6** Subject to clause 15.5, we shall have no liability in contract, tort, negligence, for breach of statutory duty or otherwise for any of the following losses or damage (whether such losses or damage were foreseen, foreseeable, known or otherwise):

- (a) loss or damage arising from errors or omissions in information or instructions provided by, or on behalf of, you, or from errors or omissions in reputable third party information sources, such as patent, trade mark and designs databases;
- (b) loss of profit, loss of revenue, loss of contract, or loss of reputation or goodwill;
- (c) any indirect or consequential loss or damage howsoever caused; or
- (d) loss or damage caused by your breach of these Terms of business.

**15.7** Subject to clauses 15.5 and 15.6, our total liability to you in respect of any claim, or series of related claims, in contract, tort, negligence, for breach of statutory duty or otherwise whether arising out of, in connection with,

or in relation to, any of our services, or the supply or non-supply of any services or otherwise, under or in connection with this agreement shall be limited to the lesser of:

- (a) any direct loss suffered by you;
- (b) the limit of liability referred to in our letter of engagement; or
- (c) the extent of our available professional indemnity insurance from time to time, details of which are available upon request.

**15.8** We will not be liable to you for any Losses arising as a result of the performance of the work being adversely affected by circumstances beyond our reasonable control. We will however notify you as soon as practicable after becoming aware of such circumstances and the effect which they may have on the performance of the work.

**15.9** Under no circumstances shall we be liable to you for the negligent acts or advice of or breach of contract by third party advisers or other third parties who may be instructed in relation to our work for you.

**15.10** In the event that you are advised by one or more other professional advisers in relation to a matter on which we are engaged and a limitation of liability has been agreed in relation to one or more of them, our liability to you in connection with our engagement will not be increased because of the limitation of liability agreed with other such advisers.

**15.11** Your Contract is with AA Thornton IP LLP. This is a limited liability partnership and it shall be a condition of this Contract that only AA Thornton IP LLP may be liable in respect of any breach of contract, negligence or other default relating thereto for the advice provided by Partners, consultants, employees and other representatives of AA Thornton LLP. Partners, consultants, employees and other representatives of AA Thornton LLP are not personally liable for the services and advice they provide to you and you shall not in any circumstances make a claim against any Partner, consultants, employee, or other representatives of AA Thornton IP LLP in connection with this Contract or the services we provide under it, save where by law such liability cannot be excluded.

**15.12** We may, at any time, transfer our business and assets to another entity incorporated by us to carry on our practice, or in connection with a merger of our practice with another one. If we do this then, with effect from the time that we notify you that we have done so, all of our rights and obligations arising out of or relating to our services (whether past, ongoing or future) shall transfer to that entity which shall be solely responsible for the performance of the services thereafter. Accordingly, you shall at that time be deemed to irrevocably release us from all our obligations and liabilities to you, and to accept instead the obligations and liability of that entity towards you.

## 16. Conflicts of Interest

**16.1** We will not act simultaneously for two clients whose interests in a matter on which we are advising conflict unless we are prepared to do so, both clients give their informed consent to such an arrangement, and that arrangement is permitted by the IPReg Rules and Regulations and/or the SRA Code of Conduct in force at the relevant time.

**16.2** We will not act for a client where our interests, or those of a partner or employee, conflict with the interests of the client.

**16.3** When accepting work for a new client we do try to identify conflicts of interest that may preclude us from acting. Sometimes conflicts arise later because, for example, our clients acquire new companies or diversify into new areas of business. In such circumstances we reserve the right to refuse to carry out any further work

for one or more of the clients affected by the conflict. Due to obligations of confidentiality it is often not possible for us to give details of any other client affected by the conflict or the subject matter involved if we advise you that we can no longer carry out work for you.

## 17. Your Funds

**17.1** Money which we hold on your behalf other than by way of payment of fees and disbursements already incurred will be deposited in our general client account and will be held in accordance with our obligations under the applicable regulatory regime. The treatment of client money and accounts is regulated by the SRA and detailed in the Solicitors' Accounts Rules which can be accessed at [www.sra.org.uk](http://www.sra.org.uk).

**17.2** You will not be entitled to interest on any sum held on trust for you in the client account unless we have unreasonably delayed payment to you, and you request it in writing, and the sum payable is in excess of £1000. Any such interest will be paid at a rate of interest which is 1% above our bank's base lending rate as applicable from time to time.

**17.3** If we receive a payment from any intellectual property registration office anywhere in the world in respect of a matter conducted on your behalf then, in the case of any part of the payment less than or equal to the total amount of fees and disbursements invoiced to you, we shall be entitled to apply the payment as a credit to your account. In the case of any part of the payment exceeding such total amount this shall be paid to you as soon as practicable.

**17.4** All monies which we receive from you in connection with the carrying out of work will be deposited in a bank or banks which we consider are reputable. However, if for any reason any such bank fails to remit the monies to you, to us or any third party when requested we will have no liability to make good any shortfall or otherwise compensate you for any Losses incurred. In that situation you may be entitled to compensation under such compensation schemes as operated by the Financial Conduct Authority at the relevant time. If we acted in breach of these Terms or any other duty to you concerning our choice of bank, our aggregate liability to you and to all other persons who suffer loss as a result of the bank's failure shall be limited to a maximum of £85,000 per eligible client, or to such higher amount as may from time to time be required by our professional rules or by law.

## 18. Renewal of IP Rights

**18.1** We, AA Thornton IP LLP, do not routinely provide services relating to the monitoring and payment of renewal fees relating to IP rights. Unless you choose to make alternative arrangements, we will ask an associated company, CPA Global Limited, trading as Clarivate™ (Clarivate), to monitor and process renewal fee payments for any IP rights for which we are responsible on your behalf. This is our default arrangement, but other renewals service providers are also available. AA Thornton IP LLP receives a client management fee from Clarivate in connection with renewal fee payments that Clarivate makes on behalf of the firm.

**18.2** Clarivate will send you reminders about renewal fees, and will attend to payment of the fees when instructed by you. It is important to pay close attention to the reminders from Clarivate as failure to pay a renewal fee in time may lead to an irrevocable loss of rights.

**18.3** If you choose to handle renewal payments in a different way or with a different provider other than Clarivate, then we ask that you notify us accordingly so that we can ensure that our records are correct.

**18.4** Any renewal services provided by Clarivate to you will be carried out under a separate renewal services agreement to be made directly between you and Clarivate. In accordance with clause 5.3 above, we do not

endorse or accept responsibility for the actions or omissions of Clarivate, and we will not be liable for any of their acts, omissions or defaults, save where by law such liability cannot be excluded.

## 19. Client Care and Complaints

**19.1** Our complaints handling policy is governed by this clause 19 and our Complaints Procedure, a copy of which is available on request.

**19.2** If you do have any concerns about any aspect of the work being provided by us you should initially discuss them with the Partner responsible for the matter. If after such discussions you feel that the matter has not been adequately resolved then you may make a formal complaint, which should be addressed to our Partnership Chair, for whom contact details will be provided to you at the close of discussions with the Partner responsible or made available to you on request via email at [clientcare@aathornton.com](mailto:clientcare@aathornton.com)

**19.3** If we cannot resolve the matter to your satisfaction you may contact the Legal Ombudsman (for matters of poor service) or IPReg/the SRA (for matters relating to professional conduct). If you are unsure which of these has jurisdiction, then you should ask them to assist you in deciding. Once a decision has been made to approach one of these bodies you should do so promptly. Complaints to IPReg must relate to matters which have occurred within the last 12 months, unless the complaint cannot be brought until later. A complaint to the Legal Ombudsman must be made within 6 years of the act or omission complained of, and within 3 years of when you should reasonably have known there was cause for complaint, and within 6 months of you receiving a final response from us after complaining to us.

**19.4** You can contact the Legal Ombudsman:

in writing at PO Box 6806, Wolverhampton, WV1 9WJ

by telephone on 0300 555 0333

via email at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

via the website at [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

**19.5** You can contact IPReg:

in writing at 5<sup>th</sup> Floor, The Outer Temple, 222-225 Strand, London, WC2R 1BA

by telephone on 020 7353 4373

via email at [ipreg@ipreg.org.uk](mailto:ipreg@ipreg.org.uk)

via the website at [www.ipreg.org.uk](http://www.ipreg.org.uk)

**19.6** You can contact the SRA:

in writing at The Cube, 199 Wharfside Street, Birmingham, B1 1RN

by telephone on 0370 606 2555

via the website at [www.sra.org.uk](http://www.sra.org.uk)

19.7 Any complaint brought to these external bodies should be lodged promptly as further set out in our Complaints Procedure.

## 20. Termination

20.1 You may terminate your relationship with us at any time for any reason by notifying us in writing.

20.2 We may terminate our relationship with you at any time by notifying you in writing:

- (a) your failure to provide us with evidence of identity or information relating to the source or destination of funding;
- (b) if any invoice is not paid in accordance with the terms of clause 7;
- (c) if a conflict of interest arises between you and another client on a particular matter which compromises our professional duty;
- (d) if you are insolvent;
- (e) if a breakdown in trust between us occurs;
- (f) if you ask us to break the law or a professional rule;
- (g) if we are prevented from acting by the National Crime Agency (“NCA”);
- (h) if circumstances arise which in our reasonable opinion prevent us from continuing the work for you, or are a good reason for us to cease continuing the work; or
- (i) if we wish to stop acting for you for any other reason.

20.3 Upon termination of the relationship we will immediately cease to carry out any further work for you and we will be entitled to render an invoice for all charges and expenses including VAT incurred up to the date of termination which will be payable by you in accordance with clause 7.

20.4 All clauses which expressly or impliedly are intended to continue in force following termination of our relationship will continue to apply notwithstanding such termination.

## 21. Outsourcing

We reserve the right to outsource some services such as archiving, photocopying and document shredding. We will take all reasonable care to ensure that your information is kept confidential and only processed in accordance with our instructions. By accepting these Terms, you consent to such outsourcing arrangements.

## General

22.1 Our failure or neglect at any time to enforce any of the provisions of these Terms shall not be construed as nor deemed to be a waiver of our rights under these Terms nor shall such failure or neglect in any way affect the validity of the whole or any part of these Terms and our right to take subsequent action shall not be prejudiced by such failure or neglect.

**22.2** These Terms, together with our letter of engagement, and any documents referred to in them, constitute the entire agreement between us and you, and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us and you, whether written or oral, relating to its subject matter. You and we both agree that neither of us shall be entitled to any remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms, or for innocent or negligent misrepresentation, or negligent misstatement, based on any statement in these Terms.

**22.3** If any of these Terms are held to be void or unenforceable by any court or other competent authority, then the relevant term shall be severed from the Contract between us to the extent that it is ineffective but all other Terms shall remain valid and enforceable.

**22.4** The Contract between us shall be governed by and construed in all respects in accordance with English law and, save in respect of action by us to recover sums due from you, the courts of England and Wales shall have exclusive jurisdiction in respect of any dispute or claim arising out of or in connection with the Contract between us.