

## TERMS OF BUSINESS

These terms of business apply to all work we, Victor Green & Company, carry out on your behalf unless otherwise agreed in writing with us. Your new or continued instructions following receipt of these terms will constitute your acceptance of them.

1. We are Victor Green & Company Limited, trading as Victor Green & Company, a limited liability company registered in England and Wales with company number 03252410 whose registered office is at Hamilton House, Mabledon Place, London, WC1H 9BB.
2. In these terms "we", "us" and "our" refers to Victor Green & Company (the Company).
3. Your relationship is solely with the Company and the Company has sole legal liability for the work done for you and for any act or omission in the course of that work. No employee or agent of the Company will have any personal legal liability for that work whether in contract, tort (including without limitation negligence) or otherwise. In particular, the fact that an individual employee or agent of the Company signs in his or her own name any letter or other document in the course of carrying out that work does not mean that he or she is assuming any personal legal liability for that letter or document.
4. By accepting these terms of business you agree not to make any claim against individual members of the Company or its employees or agents.

## INSTRUCTIONS

5. We rely on clients to give us timely, complete and accurate information and instructions. Please confirm all oral instructions in writing, we will use our sole discretion in deciding whether to act upon oral instructions that are not confirmed in writing.
6. Unless you advise us in writing to the contrary, we shall be entitled to rely upon instructions and information provided by any employee, partner, director, officer or such other person who holds him or herself out as having the authority to provide us with such instructions or information on your behalf.
7. If you wish us to instruct intellectual property searches to be carried out abroad, we will use our judgement in selecting appropriately qualified and experienced attorneys or search firms but cannot take responsibility for errors or omissions on their part. If you wish us to instruct a particular firm of attorneys or search firms in any country, or otherwise wish to be involved in the choice of firms, please let us know.
8. We accept written instructions by email or post. When correspondence is sent to us by email it will be deemed to have been received by us at the time of receipt if this is during our normal business hours (09.30 - 17.30 UK time). If receipt of the email occurs after 17.30 UK time it will be deemed to have been received at 09.30 UK time on the next working day following the day of sending. We recommend that all email instructions be copied to [requests@victorgreen.co.uk](mailto:requests@victorgreen.co.uk) to cover absence or illness on the part of the intended recipient, unless there are specific reasons why only the intended recipient should have sight of the instructions.
9. If you ask us to take instructions from a third party you indemnify us against any claim that the third party was not entitled to act or give instructions on your behalf or that we were not entitled to act on any such instructions as set out above.





10. It is our practice to communicate wherever possible by unencrypted email. Although this is an efficient means of communication there are inherent risks involved including issues of security, confidentiality, corruption of data and viruses. You agree that we will not be liable for any loss or damage arising from unauthorised interception, re-direction, copying or reading of emails, including any attachments, nor shall we be responsible for the effect on any computer system (or any loss or damage arising from any such effect) of any emails, attachments or viruses which may be transmitted by this means.

## PROFESSIONAL FEES

11. The charging structure of Victor Green & Company combines a professional time charge for staff members with a tariff of charges for specific items such as database charges and the supply of patent and non-patent literature documents and registered designs. Our hourly rates are primarily based on the seniority and experience of the professional staff involved and are reviewed periodically. The invoices we send you may also include disbursements, such as library or patent office fees, travel costs, postage and courier charges, and charges for outsourced or overseas services that we instruct on your behalf. Where these disbursements are not in sterling, in invoicing these to you we will apply an exchange rate which reflects our costs and risks in making payments in foreign currencies. Please let us know as soon as possible if you have a query in relation to any of our invoices.

12. Where urgent execution of work is requested we reserve the right to increase our charges by a percentage dependent on the degree of urgency and on the scale of the work. If the latter can be forecast, the percentage increase will be notified for your agreement. If we are asked to act within a very short timescale it is understood by you that the standard of diligence you are entitled to expect may vary with the special circumstances under which we are working.

13. VAT is chargeable to UK clients on our fees and, where applicable, disbursements.

14. If requested we will provide estimates of the cost and timescale of the proposed patent and technical information analysis work. Our estimate will take into account any time and costs incurred in assessing the likely scale of work to be performed, and will be charged in full if the work is proceeded with. If the estimated work is not instructed within one calendar month the estimate of the timescale will not necessarily apply. However, the cost estimate will be adhered to for a period of three calendar months. Should your instructions change in the course of the work this may affect the estimated cost and time required. Whilst we do not normally charge for preparing the estimate itself, we reserve the right to notify you in a particular instance that the preparation of a search proposal would be of such a scale that we may need to make a charge even if the search is not instructed. Should exceptional circumstances arise we may have to inform you that our estimates need to be modified or cannot be adhered to, and we would strive to give you as much notice of such an event as possible.

15. If you are an individual enquirer and we have not yet established a client relationship with you we may require payment in advance of the total expected cost of a requested enquiry.

16. We operate on the basis that you may end your instructions to us at any time by letting us know by telephone or email, in which case you only have to pay for the work done and expenses incurred up to that time. These may not be proportional to the time elapsed as upfront database charges may be substantial and intensive work may be required at an initial stage.

17. We reserve the right to charge interest on any account not settled within 30 days in accordance





with the then current rate of interest under the Late Payment of Commercial Debts (Interest) Act 1998 as amended or superseded (currently a rate of 8% per annum above the Bank of England base rate). We also reserve the right to recover costs and fees (including legal fees on an indemnity basis) incurred through seeking to recover the same.

18. If any payment due to us is not made in proper time, we reserve the right to suspend further work, giving you notice that we have done so.

19. Unless otherwise agreed in writing by a director of Victor Green & Company, the body or person who gives us instructions shall be responsible for paying us. Our agreement is with you, and late payment or non-payment from your client will not be deemed a valid reason for late payment or non-payment to us. In the event that you request us to render our invoices to a third party for services performed on your instructions, you shall remain liable jointly and severally with that third party for payment of those invoices.

## CONFIDENTIALITY

20. We will treat as confidential all information provided by you in relation to a specific enquiry or instruction, or in relation to the business interests and plans of you or your clients, and will not disclose such information to any third party without your prior written consent except as required to do so by law or under the terms of our professional indemnity policy, or unless the information is already in the public domain. You hereby consent that we may disclose all such information to any overseas associates or third party advisors we instruct on your behalf.

## LIMITATION OF LIABILITY

21. Nothing in these terms shall limit our liability for:

- a. death or personal injury caused by our negligence;
- b. fraud; or
- c. any other liability which cannot be excluded or limited under applicable law.

22. Subject to clause 21 above, we shall have no liability in contract, tort (including without limitation negligence) or otherwise for any of the following losses or damage (whether such losses or damage were foreseen, foreseeable, known or otherwise) arising from:

- a. errors or omissions in information or instructions provided by you;
- b. errors or omissions in reputable third party information sources, such as patent, trade mark and designs databases; or
- c. any indirect or consequential loss or damage howsoever caused.

23. Subject to clause 21 above, our liability in contract, tort (including without limitation negligence) 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. your direct loss; or
- b. the extent of our available professional indemnity insurance from time to time, details of which are available upon request.

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



25. The work we undertake on your behalf is provided solely for your use and benefit and must not be used or relied upon by any other party unless otherwise agreed with us at the time of our taking instructions from you. In such case we shall only be liable to such third party to the extent of our agreed instructions. We shall have no liability to any other body or person who may rely on any service which we have provided to you.

## COMPLAINTS

26. We aim to provide you with a high quality and efficient service. If however you are dissatisfied with any aspect of our service please let us know as soon as possible by contacting the Managing Director, Victor Green, who will investigate the complaint promptly and advise you in writing of the action, if any, we will take to remedy the complaint on your behalf.

## INTELLECTUAL PROPERTY RIGHTS

27. We retain all copyright, database rights and other intellectual property rights ('IPR') in all works and other things developed, designed, generated or created by us in the course of us carrying out an investigation for you (the 'Works') (either before the commencement of or during or after the completion of the investigation) including systems, methodologies, software, know-how, documents and working papers. For the avoidance of doubt, we also retain all IPR in all reports, written advice, documents and all other materials (the 'Materials') provided by us or on our behalf to you except where those rights reside in our suppliers. For the avoidance of doubt, however, this does not prevent you from using the IPR in such Works or Materials in the ordinary course of your business.

## DATA PROTECTION PRIVACY NOTICE

28. We use the information you provide primarily for the provision of our services to you and for related purposes including:

- updating and enhancing client records;
- analysis to help us manage our practice;
- statutory returns; and
- legal and regulatory compliance

Please also see our privacy policy which provides further information on how we use personal data. Our privacy policy can be found on our website [www.victorgreen.co.uk](http://www.victorgreen.co.uk) or a copy can be provided on request.

Our use of that information is subject to your instructions, data protection law and our duty of confidentiality. You have a right of access under data protection law to the personal data that we hold about you. We seek to keep that personal data correct and up to date. You should let us know if you believe the information we hold about you needs to be corrected or updated.

## RETENTION OF DOCUMENTS

29. It is our normal practice to destroy our physical correspondence files, draft documents and other papers when a file is closed, that is more when it is more than twenty years old. Unless you tell us otherwise, we will assume that you are content with this arrangement.





## GOVERNING LAW AND JURISDICTION

30. You and we agree that any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these terms of business shall be governed by and construed in accordance with the law of England and Wales.

31. You and we irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these terms of business.

## GENERAL PROVISIONS

32. Unless otherwise agreed in writing, these terms of business will apply to all future engagements between us. The terms may only be changed with the written agreement of a director of Victor Green & Company.

33. In the event that any of these terms is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will not be affected or impaired.