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Terms of Business for Trade Mark Matters

This is a standard letter, which is sent to all new clients [We Are Roast Limited has been a client of mine since 2014, but Tipi Group Limited, formed in 2016, is a new client] prior to commencing the provision of any services to them.

Charges

Time is charged at the hourly rate of £120 ex Vat, in fifteen-minute segments. All invoices give a breakdown of all time spent.

Disbursements are charged at cost. There is no “mark-up” or surcharge for any disbursements.

I may, particularly if you are a new client, ask for advance payment.

Payment needs to be made in British pounds.

Much of this letter’s content is to do with payments for obtaining trade mark registration. This is not to say that my practice does only trade mark registration work – my practice in fact advises on all aspects of trade mark law, including contentious matters, enforcement and licensing, and portfolio management generally. The reason why trade mark registration work features so much in this letter is because this is the work which generates the highest level of disbursements which my practice incurs on behalf of clients.

There are no standard service charges. When filing an application for registration, an invoice is raised at the time of filing the application to cover, in addition to disbursements, the amount of time likely to be spent on all routine matters during the course of the application up to the issue of the registration certificate and/or notice of protected status. A further invoice during the course of the application will be raised only if:

- the application encounters objections; If I believe the objection will incur significant cost then I will inform you of it before I incur this cost;
- there are disbursements from overseas
- you ask for advice on a point which has arisen subsequent to the filing of the application.

After an application process is finished, and the application has matured to registration, it will stay on record in most countries for ten years, during which time my practice will remain the address for service for documents from the government Offices or overseas attorneys whom I had been dealing with on your behalf during the application process. This means that from time to time, over the course

of those ten years, I will be obliged to advise you of what these Offices have sent to me and send you an invoice for my initial advice. I will however only ever charge £60 ex Vat for this initial advice.

Payment of my invoices is usually due within 30 days. Prompt payment is greatly appreciated, since this is how I am able to keep charging rates at what I think you will agree is a very reasonable hourly rate of £120 ex Vat. If payment is not received within 90 days, I may then add interest on the outstanding debt, and I may also need to write to you to say that I am ceasing to work for you and retaining all papers, including registration certificates as a lien, until such time as your invoices + interest are paid.

There might be occasions when payment is needed in less than 30 days, in order to have advance payment of fees from you in time to meet a deadline for action on a matter I am handling for you. On these occasions, the payment date will be stated very clearly on the invoice itself and on any covering correspondence. If payment does not reach me by this date, you will risk losing the matter you have asked me to handle for you.

Estimates: I usually give an estimate without being asked to do so for any work which I am recommending. The estimate is *not* however always fixed. [I usually offer fixed fees only for my services for reviewing notices from Corsearch's watch on the trade mark registers and Compu Mark's watch on the UK company names registers.] It will help to stay within estimate if, when I have asked for information or a reply from you, you provide it within the time I have requested.

What I do not charge for: Schedules of registrations and applications: if you hold with me less than ten registrations or applications, I make no charge at all for my time in preparing schedules of their details and I send them to you as and when the status of any of your registrations or applications has changed, without waiting for you to request them.

Communication

As I am a chartered trade mark attorney, all exchanges of correspondence with you on trade mark matters and related copyright and design matters have legal professional privilege. You therefore can disclose everything to me regarding your trade mark and related copyright and design matters in complete confidence.

Trade mark law is an area which is very fact-sensitive, and it is important that you disclose a full history to me of events affecting the matters for which you have asked for my advice, even points which you do not think are in your favour, or which you think are not relevant. Otherwise, I cannot advise you properly. If it emerges that you have withheld pertinent information from me, I may decide to cease acting for you.

Sometimes, the government offices I deal with on your behalf set very short deadlines – sometimes as short as five days – for action. If therefore you are likely to be out of contact for longer than a week, it is advisable to make alternative arrangements for instructing me. Otherwise, I may need to take action without first getting your instructions in order to prevent loss of your rights.

Sometimes, I receive requests from the organisation on whose behalf the Letter of Engagement has been signed to invoice another person or organisation. It may not be possible to comply with such requests, since to do so puts me in a conflict-of-interest position.

If for any reason you have decided not to proceed further with any matter – if for example you have decided to cease use of any particular mark and consequently no longer need me to continue with an application for that mark – please tell me of your decision in writing since it is only then that I can cease work on that application; otherwise I could be at risk of not complying with my legal duty of care to you.

I will need to contact you over the years as and when your trade mark registrations fall due for renewal and for advising you of receipt of documentation from the government Offices referred to above; it is important therefore that, if you change address, you let me know so that I can ensure I always have an up to date address for you. Otherwise, you may lose your trade mark rights.

Transfer of your work to another practice

If you should decide that you want to transfer your work to another practice – for example, if your organisation is acquired by another organisation which requires legal work to be done by the firm which advises them - I will, once all invoices for matters I have been handling for you are paid, of course co-operate by providing to the new practice any information the new practice requests of me, and forwarding to the new practice any documentation from the government Offices or overseas attorneys until such time as the new practice has notified them of the change in responsibility to the new practice. I will need to charge for my time for this, but the charge will be no more than the usual hourly rate of £120 ex Vat plus disbursements for taking a copy of all the files which the incoming practice has requested.

Retention of Your Files

I retain your files indefinitely. I do not destroy them, even if you have ceased to be a client.

Complaints

I aim, obviously, not to have complaints from my clients, and if ever a question does arise it can be dealt with without having to revert to a formal complaints procedure. If you nonetheless wish to receive a copy of my complaints procedure, one will be provided to you at your request.

Governing Law and Jurisdiction

In the event of any dispute, the law which will be applied to it is the law of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction.

Authority to Act

By signing this letter of engagement at the place indicated below, you are warranting that you have the authority to act on behalf of We Are Roast Limited and are able to make contracts with binding effect on this company.

If all of these terms are acceptable to you, please indicate your acceptance of them by signing this letter at the place indicated below and returning a copy of all pages to me. If you have any questions, please call.

Yours sincerely

Claire Lazenby

Please sign below and then send me a copy of all pages of this letter back to me

Date:



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