

CLAIRE LAZENBY

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ESTABLISHED IN 2002

Fellow of CITMA

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Terms of Business for trade mark matters in the UK

This is a letter of engagement to set out the standard terms of business, which accompanies my estimates in my 4 October 2024, a copy of which is attached.

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. There are no standard service charges. I usually give an estimate without being asked to do so for any work which I am recommending. Please note however that the estimate is not fixed. Please note that payment is not contingent on the outcome of any matter. Disbursements are charged at cost in British pounds. There is no mark-up or surcharge for any disbursements.

Payment of my invoices is usually due within 60 days of the invoice date, by electronic transfer, to the account details appearing on the foot of the invoice. If payment is not received within 60 days of the invoice date, I may need to charge 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 refraining all papers, as a lien, until such time as your invoices + interest are paid.

Payment of my invoices is due from you, regardless of whether your client has paid you.

I owe a duty of care to both you and your own client. And trade mark law is a field which is very fact-sensitive. There may therefore be times when in order to properly exercise my duty of care I will need to state that I will need to defer advising until such time as I have certain information from your own client via your firm.

If for any reason you have decided not to incur further expenses in this matter, please tell me this in writing because it is only once I have instructions in writing that I can cease work; otherwise, I could be at risk of not complying with my legal duty of care to you and your client.

Transfer of work to another practice

If you should decide that you want to transfer the matter I am handling for you to another practice – for example if your client is acquired by another company – I will, once all my invoices are paid, of course co-operate by providing to the incoming practice any information the new practice requests of me, and forwarding to the new practice any documentation from the UKIPO until such time as the new practice has notified them of the change in responsibility to the new practice. I will need to charge your firm for my time for this, but the charge will be no more than the usual hourly rate of £120 ex Vat plus disbursements.

Retention of your files

I retain your files indefinitely.

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, it will be provided to you at your request. Please note however that my practice has not since its establishment in 2002, ever recorded a complaint that an invoice was too high.

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.

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

Yours sincerely

Claire Lazenby

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

back to me

Date