

Lock IP Client Care Policy

This document sets out the Client Care Policy of Lock IP, the trading name used by Richard Lock when giving advice on matters relating to Intellectual Property. This policy will apply to all work you engage me to perform (current and future), unless expressly otherwise agreed with you.

This document sets out:

1. who I am;
2. what you can expect from me;
3. ways you can help me give you the best service; and
4. relevant client care and service information.

1. Who I am

I am a fully qualified Patent Attorney, registered in New Zealand and Australia. I am currently resident in the UK, and I am acting as an independent Intellectual Property advisor. I am part-qualified as a UK Patent Attorney, and I have professional experience with the patent systems and applicable law in multiple jurisdictions, including the UK, Europe, and the US, as well as New Zealand and Australia.

2. What you can expect from me

Work

I act for you, and your work will be carried out by me. As I am a sole operator, your work will not be delegated or discussed with any other individual or organisation without your consent. My advice to you remains confidential at all times, unless we agree otherwise. If I consider that further expert advice is required, I will discuss this with you fully before taking any action.

I will do my best to make sure you get clear advice.

I will keep you fully informed of the status of any work I am carrying out for you.

I will be available for discussion with you, either face-to-face or by telephone, within standard office hours, and at times outside this where reasonably necessary and practicable. I will ensure that e-mail queries are responded to promptly. If I am going to be unavailable for an extended period of time (i.e. several days or longer), I will endeavour to inform you beforehand.

I will give you an estimate of the likely costs of your work. This will be based on the information you give me about what you need. Before I begin the work, I will also give you an estimate of other costs you may have to pay (such as official fees).

I will let you know as soon as I can if the actual fees are likely to be different from the amount I have estimated.

How my fees are set

The main factor influencing my fees is time. I will estimate how long it will take to complete the work, and my fees are calculated accordingly. I charge my time at £75 per hour for all professional matters except novelty searching, which is charged at £50 per hour. Fixed-fee arrangements are possible, but require prior negotiation and agreement. I will endeavour to keep my actual time and costs as close to my original estimate as possible, and I will contact you as soon as possible to discuss this further if my understanding of the work involved changes, or if circumstances change, and the estimate requires updating. If the work is urgent, or if I am unable to contact you to discuss an action before a decision is required (e.g. in order to meet a deadline), then a fee or premium may be charged accordingly.

For smaller projects, I will bill you once the work is completed. For larger projects that may stretch over several months, once a month will be the standard interval unless arranged otherwise.

I will send my invoices by e-mail, in .pdf format, to the address provided in your account application form. All invoices are payable within 14 days of the date of issue - that is, the date they are e-mailed to you.

All fees are exclusive of VAT. I do not charge VAT

How I deal with other costs

While providing services to you, I may have to pay other costs such as official fees, foreign agents' charges, courier costs and travel costs. These other costs are called "disbursements" and I pass them on to you. Depending on your project, disbursements may be the largest part of our invoice. Our invoice will show which part of your invoice total is disbursements.

If I do have to incur these costs, I will endeavour to discuss these with you before they are incurred.

Your information stays private

While I am advising you, it may be necessary for you to provide me with personal or confidential technical information. This information remains private at all times. I will only use this information:

- to help with the work I am doing for you;
- to tell you about issues that may affect you.

You will be able to view this information at any time. I will keep this information confidential and will only disclose this information to others where necessary to enable me to perform services for you, or where I am required by law to disclose such information.

All documents are kept in an electronic format.

3. Ways you can help me give you the best service

If you are a new client, I will ask you to sign and return an account application as soon as you instruct us. This document confirms that you are my client and that you have agreed to the terms and conditions of this Client Care Policy, and also provides me with your contact information.

Sometimes I may also ask you to pay a deposit based on our estimate of the fees and disbursements. I may choose not to begin work until I receive your deposit, even if deadlines are imminent - e.g. for filing patents or design applications.

Any deposit which you are asked for will be taken into account against any fees and disbursements that I invoice you for.

So that I can give you effective advice, please tell me all relevant information about your matter at the start of our discussions, or as soon as possible after this. Providing all the relevant information allows me to advise you to the best of my ability, and also allows me to incorporate all the relevant information into any applications you may make.

Failure to include all the relevant information when filing e.g. a patent application can severely adversely affect a patent granted from this application. Also, if you provide all relevant information and instructions well before deadlines you will avoid paying expensive urgency costs.

Please make sure you pay your invoices on time. Invoices are due to be paid on the due date shown on the invoice. Please discuss any questions you have about an invoice with me before your payment is due. In rare circumstances (for example, if you have

not paid our invoices), I may be forced to stop acting for you even if important deadlines are due for things such as filing patents, design or trade mark applications.

4. Relevant client care and service information.

Governing laws and regulations

I do business under, and am governed by, the applicable laws of the United Kingdom as an independent Intellectual Property Advisor. As I am also a registered New Zealand and Australian Patent Attorney, I am also governed by the applicable laws, and the regulations of the professional bodies of, those countries.

If you are dissatisfied with the service you receive, or if you have a complaint, I will take this very seriously, and will do all that I can reasonably do to put the problem right.

However, if this does not sort your problem out, legal disputes will be dealt with by the appropriate courts and professional bodies. For example, you can make a formal complaint to the New Zealand Institute of Patent Attorneys.

Termination

You may terminate our professional relationship (retainer) at any time. If our retainer is terminated you must pay me all fees due up to the date of termination and all expenses incurred up to that date.

I may also terminate our retainer if there is good cause, such as you not providing me with instructions in a timely manner, or your inability or failure to pay my fee(s).

If I terminate our retainer I will give you reasonable written notice so that you can arrange alternative representation. I will help you find another representative if asked.

Conflicts of interest

I currently do not have any other clients who work in the same or similar field of technology as you. I will not retain or advise any other clients who work in the same or very similar technology areas. If I believe a potential conflict of interest might arise, due to a change of circumstances or if new information becomes available, I will let you know as soon as possible.