



UK & EUROPEAN PATENTS
TRADE MARKS & DESIGNS

IPEY Limited – Terms of Business



Caerphilly Castle

Apex House
Thomas Street
Trethomas
Caerphilly, CF83 8DP
United Kingdom

www.ipey.co.uk

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CONTENTS

Front Page

TERMS OF BUSINESS	1
1. Introduction	1
2. Terms of Engagement.....	2
3. Client Responsibilities.....	2
4. Confidentiality	2
5. Charges	2
6. Payment Terms and Credit Policy	3
7. VAT and Disbursements	4
8. Funds Held on Account	4
7. Limitation of Liability	4
8. Complaints Handling.....	4
9. Data Protection.....	5
10. Files.....	5
11. Termination	5
12. General	6

TERMS OF BUSINESS

IPEY Limited ("IPEY") is committed to delivering a professional, commercially focused, and personalised service, underpinned by exceptional client care. These Terms of Business apply to all work undertaken by IPEY on your behalf and are intended to set out clearly both our obligations and your rights.

1. INTRODUCTION

IPEY Limited is a private company registered in England and Wales (Company No. 12277246), with its registered office at Apex House, Thomas Street, Trethomas, Caerphilly, CF83 8DP, United Kingdom.

IPEY and its directors and attorneys are regulated by the Intellectual Property Regulation Board ("IPReg") and adhere to the IPReg Professional Code of Conduct, accessible at www.ipreg.org.uk.

All services are provided to you by IPEY under a contractual agreement with the company itself, not with any individual director, employee, or agent.

By submitting instructions to IPEY, whether initial or continuing, and/or by permitting us to commence or continue services, you agree to be bound by the current Terms of Business published at <https://www.ipey.co.uk/terms-of-business>, subject to any specific terms in an applicable engagement letter.

2. TERMS OF ENGAGEMENT

Our services are provided to you, the Instructing Client, on the basis of these Terms unless otherwise agreed in writing. We will notify you if a conflict of interest arises and, in such cases, will not be able to proceed with your instructions.

3. CLIENT RESPONSIBILITIES

We are legally required to verify the identity of clients prior to accepting instructions. Appropriate documentation must be provided at the outset, in accordance with IPReg guidance.

Please ensure that all instructions are clear, timely and preferably provided in writing. Verbal instructions should always be confirmed in writing to avoid any potential misunderstandings.

We aim to acknowledge correspondence within 24 hours. If you do not receive such acknowledgement, or if the instructions are urgent, we recommend that you telephone us to confirm safe receipt.

During the provision of services to you there may be official deadlines imposed by the Intellectual Property Office with which we are dealing on your behalf. We will promptly notify you of all such deadlines, and steps required to be taken by you to ensure that these deadlines are met. It is your responsibility to provide us with complete and timely instructions, and payments on account where requested, in order to enable us to meet such official deadlines.

We do not accept liability to you or to any client for whom you act for any missed deadlines, failure to pay official fees, or to renew, or problems which arise as a result of you failing to provide us with complete and timely instructions, and/or any payments as required. We do not accept responsibility or liability for updating you on a change in the law or any other change in circumstances after the conclusion of the transaction or matter.

You agree to supply us immediately with any changes in name, address, legal status, ownership or contact details for you or your company, and we do not accept responsibility or liability for any loss of rights caused by a failure to do so.

4. CONFIDENTIALITY

We have a professional duty and obligation in relation to confidentiality, as covered by our Professional Code of Conduct, and this duty and obligation will be fulfilled unless you instruct us to disclose information or we are compelled to disclose it by law.

5. CHARGES

Our fees are structured to be clear and transparent. We apply standard charges for certain administrative matters (such as reporting official correspondence and registering IP rights), and hourly rates for all other professional services.

We charge for all our time, and our services include drafting and reviewing documents, correspondence, telephone calls, meetings, travel, preparing briefs, records of advice, and undertaking research.

At the outset of a matter, we will provide you with an estimate of the likely costs based on the information and instructions that you provide. This estimate is given in good faith and reflects the circumstances and scope of the work known at that time. However, it is important to note that such estimates are not binding, as actual costs may change due to factors beyond our control.

If, during the progress of the matter, it becomes apparent that the work will significantly exceed the original estimate, we will notify you and provide a revised estimate.

Unless otherwise specified, estimates are for filing or performing a certain procedure only.

Advance payment may be required for services involving official fees or payments to third parties.

Should you decide not to proceed further with a matter or incur further costs without prior notice, it is in your interest to inform us of that decision as soon as possible.

6. PAYMENT TERMS AND CREDIT POLICY

INVOICE PAYMENT

Unless otherwise agreed, all invoices are payable in full within fourteen (14) days of the invoice date. Payment must be made in the currency specified on the invoice. Timely payment is fundamental to our ongoing relationship.

INTERIM BILLING

To facilitate effective cost management in ongoing matters, we may issue interim invoices.

ADVANCE PAYMENTS AND CREDIT

We are under no obligation to provide credit facilities. At our discretion, we may require advance payments on account of our fees and anticipated disbursements before commencing or continuing work.

If credit is extended, it will be subject to terms we consider reasonable. We reserve the right to terminate any credit arrangements immediately and without prior notice.

CONSEQUENCES OF LATE PAYMENT

If payment is not received by the due date all outstanding amounts will become immediately payable. We may suspend or cease providing services until satisfactory payment or credit arrangements are made. You will be notified accordingly, and we will not be liable for any loss of rights resulting from such suspension. Interest may be charged daily on overdue sums at a rate of 5% per annum above The Bank of England's base rate, accruing from the due date until full payment is received.

INVOICE QUERIES

Any queries regarding an invoice must be raised within seven (7) days of receipt, directed to the person who issued the invoice.

PAYMENT METHODS

Payments must be made by electronic transfer, using the invoice number as the reference. You must also notify us of the payment by email at accounts@ipey.co.uk

Please note that payments made by cheque, especially for advance payments, will delay the commencement of work until the funds have cleared.

7. VAT AND DISBURSEMENTS

All charges and disbursements billed to UK-based clients, excluding official fees and overseas attorney charges, are subject to VAT as required by HMRC.

8. FUNDS HELD ON ACCOUNT

Where advance payments are received and no immediate work is undertaken, funds will be held in our client account in trust, separate from the firm's own funds, as required by IPReg.

Once work is performed and fees incurred, a receipted VAT invoice will be issued, and the corresponding funds transferred to our firm's main bank account.

No interest is paid on funds held in the client account, given the typically short periods during which such funds are held.

7. LIMITATION OF LIABILITY

IPEY carries professional indemnity insurance through PAMIA Limited, an approved insurer of IPReg. IPReg requires that we carry professional indemnity insurance to a minimum value of £1million. This is the maximum limit of our liability to you in respect of any or all work undertaken.

Advice is based on your instructions and the facts provided, and is specific to the context in which it is given. We do not accept liability if such advice is applied to different circumstances.

During the course of providing services to you, it may be necessary to instruct other professionals, such as solicitors, searchers or overseas attorneys, and in those circumstances, we will do so as your agent. We cannot accept liability for the actions of such professionals, but we do always instruct people we believe provide a high quality of service and whom we believe to be trustworthy.

8. COMPLAINTS HANDLING

If you are dissatisfied with our service, please contact us promptly so we can address your concerns.

Formal complaints should be directed to our CEO, Huw Evans, at IPEY Limited, Apex House, Thomas Street, Trethomas, Caerphilly, CF83 8DP, United Kingdom, or by email: huw.evans@ipey.co.uk. Phone: +44 (0)29 2152 0202.

You will receive an acknowledgement within 24 hours and a formal response within 7 days. If unresolved, you may escalate your complaint to IPReg (Rules of Conduct). Please be aware that this should occur within 12 months of the matter to which the complaint pertains. IPReg deals with complaints regarding professional misconduct, but if your complaint relates to the quality of service you have received, and we have been unable to resolve the matter to your satisfaction, the Legal Ombudsman (www.legalombudsman.org.uk) may be able to assist with the unresolved complaint.

The Legal Ombudsman can be contacted at **Legal Ombudsman, PO Box 6806, Wolverhampton, WV1 9WJ**; or by email: enquiries@legalombudsman.org.uk. Alternatively, you can call their general enquiries line 0300 555 0333 or use the contact form on their website ([link above](#)).

9. DATA PROTECTION

The person responsible for all matters concerning the privacy and processing of any personal data, also known as the data controller, can be contacted as follows:

The Data Controller, IPEY Limited, Apex House, Thomas Street, Trethomas, Caerphilly, CF83 8DP, United Kingdom. They can be contacted at mail@ipey.co.uk, or you can write to the above address.

Under the UK General Data Protection Regulation, you have certain rights regarding your data. You have the right to ask us for a copy of any data we hold about you. You have the right to have any data that is incorrect corrected. You have the right to object to the use of your data. You have the right to have your data provided to you to take elsewhere in a suitable format. You have the right to have your data deleted in certain circumstances. If you wish to exercise any of these rights, please contact our data controller. You also have the right to lodge a complaint about the use of your data with the Information Commissioner. Details for the Information Commissioner and making a complaint can be found on their website at www.ico.org.uk or by contacting them at:

Information Commissioner's Office
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

Telephone: 0303 123 1113
Fax: 01625 524510

When you instruct us to undertake work for you, we collect your name, company, telephone number, address and email address. We will only use this data to undertake your instructions, to respond to your enquiries, or to advise you of any issues relating to your pending or registered IP. We will enter these details into our secure case management system, or accounting system, and our CRM system. We will keep your information for six years following the expiry of a registered IP right or the conclusion of our working relationship. This period is recommended by our professional indemnity insurers to allow for any issues in relation to the advice provided or the IP rights obtained.

We will also keep some of the invoicing information in our financial records. We are processing this data because we have a contract with you to supply services and we also have legal obligations to maintain financial information. As a client, we may also wish to send you information in the future that we think may be of interest to you. We will do this on the basis of our legitimate interest to provide our services. If we do this in the future, we will provide you with a link to opt into or out of the service.

A copy of our full Data Protection Policy is available upon request.

10. FILES

All files remain the property of IPEY. If you transfer your matter to another representative, we can provide copies of documents upon request and at your expense.

We retain all files for six years following the conclusion of the matter or the expiry of the relevant IP right. Copyright in all materials prepared by us remains our property, and you may use such materials only for the purposes intended.

11. TERMINATION

We may terminate our services if invoices remain unpaid or under exceptional circumstances, in which case we will inform you in writing.

You may terminate our services at any time by notifying us in writing. You will remain responsible for all fees and expenses incurred up to the date of termination.

12. GENERAL

We and you agree that the Contracts (Rights of Third Parties) Act 1999 shall not apply to this agreement.

We and you agree that these Terms shall be governed exclusively by the laws of England and Wales and you and we each agree to submit to the exclusive jurisdiction of the Courts of England and Wales.