



Bailey Walsh Europe: Terms of Business

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BAILEY WALSH EUROPE LIMITED

TERMS OF BUSINESS

Thank you for instructing Bailey Walsh Europe to act as your Patent and Trade Mark Attorneys. We will provide you with confidential professional advice on intellectual property and related matters.

We will carry out all work for you under these terms of business. Any further terms agreed between us will be set out in a letter and will take priority over these terms.

OBLIGATIONS OF BAILEY WALSH EUROPE

Our Directors, Consultants and qualified staff are members of the Institute of Professional Representatives before the European Patent Office (epi), Chartered Institute of Patent Attorneys and/or the Chartered Institute of Trade Mark Attorneys, and we will comply with the relevant codes of professional conduct of these Institutes.

It is our responsibility to (a) practise competently, conscientiously and objectively, putting the interest of our clients foremost while observing the law and our duty to any court or tribunal; and (b) avoid any conflict of interest.

We will perform our work with reasonable skill and care and knowledge that we will be liable to you for losses, costs or expenses caused by our negligence or wilful default.

INSTRUCTIONS

It is often helpful if you can nominate an individual within your organisation to act as a primary point of contact for us and keep us updated if this changes. However, unless otherwise agreed, we will assume that any person within your organisation may instruct us on your behalf, unless they clearly do not have the appropriate authority.

We rely on our clients to give us timely, complete and accurate information and instructions. We prefer where possible to have oral instructions confirmed in writing in order to avoid any possible misunderstandings.

There are often time limits imposed on the filing, prosecution and maintenance of intellectual property rights and failure to meet these time limits can result in irrevocable loss of the rights concerned. Whilst it is our responsibility to keep you informed of any relevant time limits, we cannot accept any responsibility if you fail to provide us with instructions that are clear, complete and early enough to allow us to act within such official time limits. Furthermore, we will not incur costs on your behalf or take other action in respect of any matter in the absence of your specific instructions to do so. In the event of late instructions or late payment to us, urgency charges may be incurred.

INFORMATION

It is important that you inform us promptly of any changes in relation to (a) any primary contact; (b) your name, address, telephone/fax numbers and e-mail address; or (c) any change of ownership to your intellectual property rights. These changes often have to be officially registered. Furthermore, please remember that registration of intellectual property rights can take a number of years and there may be little activity for long periods of time, followed by a situation which requires immediate action. We cannot accept responsibility for any loss of rights as a consequence of your failure to inform us of a change in contact details.

PRIVACY INFORMATION

Bailey Walsh Europe is a 'Controller' as defined under the General Data Protection Regulation (GDPR). We will only collect and store information from you that is relevant to the matter that you have instructed us to deal with. In particular we may collect and store personal details (name, address and other contact details) and financial details (bank account information) which is defined as 'personal data' under the GDPR.

We will use your information to provide advice in relation to Intellectual Property and this is necessary for the provision of such services to you. We may also use your information for administering accounts, processing bank/credit card details in order to obtain payment and the prevention and detection of fraud. We will not use or share your information with any third party for marketing purposes.

We will normally only share your information with third parties such as barristers, overseas intellectual property specialists, or courts and tribunals, with whom it is necessary to engage in the provision of services to you. Where you authorise us to do so we may also disclose your information to family, associates or other

professional representatives. We may also disclose your information to debt collection agencies if an invoice remains outstanding beyond the agreed period for payment.

We will keep your information on a secure protected hard drive based on one of our servers throughout the period of time that we do work for you and afterwards for a period of at least 6 years as we are required to do by law.

You have rights under the GDPR including the right to access a copy of the information we hold about you. Further information can be obtained from our Data Protection Officer, Simon Woods, at mail@bailey-walsh.com. If you are unhappy about how we are using your information then initially you should contact our Data Protection Officer and if your complaint remains unresolved then you can contact the Information Commissioner's Office at www.ico.org.uk.

INSTRUCTING THIRD PARTIES TO ACT ON YOUR BEHALF

During our work for you we may need to instruct third parties (i.e. foreign attorneys) to act on your behalf. We may instruct such third parties directly on your behalf, or alternatively you may need to sign a power of attorney or similar appointment to engage such third parties. Whilst we shall endeavour to select third parties we regard as being of good quality, such parties are not part of this firm and we will not be liable for any default or negligence by said parties. We shall, of course, monitor the third parties on an ongoing basis to ensure that the required service is provided and that our performance standards are maintained.

PROFESSIONAL FEES

Our charges are principally based on the amount of professional time spent on a particular matter, although other factors may also be taken into account. Such factors may include the size and complexity of the matter and the degree of urgency involved. Fixed charges may apply in relation to specific tasks (e.g. the actual filing of a patent application). Where possible we will always endeavour to clearly set out our charges or an estimate of cost in advance of undertaking work on your behalf.

Our hourly rates are primarily based on the seniority and experience of the professional staff involved. These rates are reviewed periodically. Our charges are calculated at the rates which are current when the work is carried out. Please ask us if you would like to be sent details of these rates.

You will be responsible for any expenses we incur on your behalf. These expenses may include Patent, Trade Mark and/or Design Office fees, Counsel's fees, Court fees, the cost of any expert or other agents (including any translators or foreign lawyers). They may also include items such as photocopying, courier charges, travel and meeting expenses, telephone and fax charges. In the case of foreign matters, costs may vary with exchange rate fluctuations.

Our normal payment terms are 30 days of receipt of our invoice. We may ask for payment on account, particularly with regard to new clients or for large transactions. When we make such a request, we will usually not carry out any instructed work until the requested payment has cleared into our bank account, so good time should be allowed.

If a requested payment on account is not made or if an invoice remains unpaid after the 30 day payment period on the invoice, we reserve the right to suspend all work on your behalf and/or charge interest. This is without prejudice to our right to invoice for work undertaken before such suspension and to take legal action and/or to use a debt collection agency for the payment of our costs. You will be responsible for the consequences of the suspension of work, which may include the irrevocable loss of, or failure to obtain, intellectual property rights

OWNERSHIP OF FILES

Our files remain the property of our firm at all times. If you would like to transfer your work to other professional advisors, we will copy the relevant parts of the file relating to your work as you request (at your expense) and release the copy file(s) when all our charges have been paid.

SEARCHES

Any searches you request may be carried out by us, by Patent, Trade Mark and/or Design Offices or by an independent specialist searching firm. Due to the limitations and occasional errors in classifications, indices, computer databases and official records, no search can be guaranteed for comprehensiveness or accuracy.

CONFLICTS OF INTEREST

We cannot act simultaneously for two clients whose interests in the matter on which we are advising conflict, unless (exceptionally) both clients consent to such an arrangement. When potentially taking on a new client, we try to identify conflicts of interest that may preclude us from acting. However, sometimes conflicts arise later and, in these circumstances, we reserve the right to decline to act further, at least in relation to the area of conflict, for one of the clients in question, generally the client with the shorter relationship with us. Due to obligations of confidentiality it is often not possible for us to identify the other client or the subject matter involved when we advise a client that we can no longer act for them.

CLIENT CARE AND COMPLAINTS

We value our good relationship with our clients. However, we accept that from time to time, difficulties and misunderstandings may arise. If you have any problems you should feel free to discuss your concerns with the member of our professional staff dealing with your work. If, after such discussions, you feel that the matter has not been adequately dealt with, please ask that person to refer you to the senior member of our firm appointed to handle client complaints.

If we cannot resolve the matter, you can contact the Legal Ombudsman who will consider your complaint and seek to resolve the issue. This is a free service. Information can be found at www.legalombudsman.org.uk. The contact telephone number is 0300 555 0333; email address: enquiries@legalombudsman.org.uk; postal address: PO Box 6167, Slough, SL1 0EH.

TERMINATION OF RELATIONSHIP

You may terminate our relationship at any time by writing to us. If there is a good reason which prevents us from continuing to act for you, we may terminate the relationship ourselves by giving you reasonable notice. In either case, if the relationship is terminated we will require you to pay our charges and expenses up to and including the date of such termination.

MONEY LAUNDERING REGULATIONS

In order to comply with money laundering regulations, we require new clients of the firm to supply proof of identity to us. Appropriate proof of identity includes one of an original passport or photo-card driving license **and** one of a utility bill or bank statement in the case of individuals; or confirmation of the registered company details and proof that an individual is authorised to act on behalf of the company in the case of a company. Where possible, we normally request that this documentation is supplied to us prior to initiation of work.

GOVERNING LAW AND JURISDICTION

English law shall apply to the construction and interpretation of our relationship and the English courts shall have non-exclusive jurisdiction to resolve any disputes arising in relation to it.

The above terms will apply until varied or replaced with alternative terms agreed with you in writing. Please note that no change to the terms of our agreement will be valid unless agreed in writing by a Partner of this Firm.

Signed by: -----

Print name: -----

Date: -----

On behalf of-----

Please retain a copy of the agreement for your files and send a copy of the completed agreement back to us.

Please supply us with the documentation required for money laundering regulations.

Please also confirm below in writing the correspondence address and billing address for any work undertaken by us on your behalf.

CONTACT US:

Tel: +44 (0)113 2433824

Fax: +44 (0)113 2445699

Email: mail@bailey-walsh.com

HEAD OFFICE:

1 York Place, **Leeds**, LS1 2DR

ALSO AT:

3M Buckley Innovation Centre, Firth Street, **Huddersfield**, HD1 3BD

Rotterdam House, 116 Quayside, **Newcastle upon Tyne**, NE1 3DY

The Deep Business Centre, Tower Street, **Hull**, HU1 4BG

Tower Court, Oakdale Road, Clifton Moor, **York**, YO30 4XL

82 King Street, **Manchester**, M2 4WQ

Spaces, 1 West Regent Street, **Glasgow**, G2 1RW

Spaces, 1st Floor, Building Two, The Green, Dublin Airport Central, **Swords**, K67 E2H3, Ireland