

Terms of Engagement

ABOUT THE IP STUDIO

The IP Studio Limited is a New Zealand registered company registered as an Incorporated Patent Attorney with the Trans-Tasman IP Attorneys Board.

The IP Studio consists of two Directors, Jennifer Lucas and Angela Wray. Jennifer Lucas is a Registered Trans-Tasman Patent Attorney and Angela Wray is a Registered Trans-Tasman Patent and Trade Mark Attorney. Please see below for further details and experience.

These terms will be sent to you when you engage The IP Studio and the terms apply to work undertaken by both Jennifer Lucas and Angela Wray. Your agreement to these terms will be assumed by receipt of your instructions to go ahead with the scope of work agreed upon.

Jennifer Lucas - Patents

Jennifer Lucas is a registered New Zealand and Australian (Trans-Tasman) Patent Attorney and provides specialised intellectual property advice and patent attorney services. She has a BSc (Hons) in chemistry, and has significant experience in drafting and filing patents in the fields of chemistry, chemical process technology, medical devices, food technology and mechanical inventions. Jennifer practices in her capacity as a registered New Zealand and Australian Patent Attorney, and does not provide legal advice outside the area of intellectual property. If any instructions fall outside the scope of Jennifer's practice area, you will be advised and every endeavour will be made to point you in the right direction for further advice.

Jennifer also provides trade mark advice and files and prosecutes trade mark applications on behalf of her clients.

Angela Wray - Trade Marks

Angela Wray is a registered New Zealand and Australian (Trans-Tasman) Patent and Trade Mark Attorney and provides specialised intellectual property advice, and trade mark attorney services. Angela holds a LLB/BA, and has significant experience in providing trade mark and brand protection strategy, availability advice, and filing and prosecuting trade mark applications in New Zealand, Australia and overseas. While Angela holds a law degree, she is not currently registered as a Solicitor and practices in her capacity as a registered New Zealand and Australian Patent and Trade Mark Attorney. If any instructions fall outside the scope of Angela's practice area, you will be advised and every endeavour will be made to point you in the right direction for further advice.

OUR WORK WITH YOU

All work will be conducted to the highest possible standard and communicated to you in a clear and timely fashion.

All information acquired about you and your business is strictly confidential, except when you authorise us to disclose that information or when we are required to do so by law.

The majority of the work, including invoicing, will be conducted electronically. Hard copy correspondence will be kept to a minimum unless original paper copies are requested.

The IP Studio will take every precaution to ensure that any electronic communications are secure and delivered successfully. The IP Studio does not accept responsibility for unauthorised access to email correspondence or non-delivery, or liability for any loss arising from non-receipt of any communication, particularly email communication. Please ensure that you advise us of any change in your contact details. For urgent matters, we recommend you call in addition to email to ensure instructions have been received.

Instructions received by you will be acted on in a timely and efficient manner, and you will be kept updated as to the progress of your work. We cannot be held liable for the loss of any rights arising through the lack of instructions, or lack of clear instructions from you or any person designated to act on your behalf. Please ensure any instructions to us are provided in good time before impending deadlines.

In the event of unpaid accounts, services may be withheld for future work. We will not be held liable for any loss of rights that result from our services being withheld due to unpaid accounts.

FEES

Estimates for all work will be given prior to any work commencing. Typically work will be charged at an hourly rate (of which you will be advised), or on a fixed fee basis for carrying out certain actions. However, certain jobs may be billed based on complexity, specialist skill required and value to you. Costs or estimates of costs and the scope of the work covered will be provided before work commences.

In having us represent you, general costs associated with maintaining files, receiving and storing correspondence from third parties, diarising and monitoring deadlines and general correspondence with you will be incurred on an hourly rate unless otherwise specified. We will continue to maintain your file(s) in this manner unless specifically instructed by you, in writing, to stop. Until you tell us to stop, you will be liable for the costs incurred.

External disbursements such as government filing fees, courier charges or overseas associate's fees will be itemised separately on your invoice as disbursements. For significant disbursements, particularly when instructing overseas Associates on your behalf, funds may be required in advance. Any disbursements in foreign currency will incur a 4% fee to cover exchange rate fluctuations, bank charges etc.

If the actual fees and/or disbursements are likely to be more than what was estimated, you will be informed in advance wherever possible.

You will be invoiced by The IP Studio Limited, either at the end of each month or at the conclusion of a matter, as appropriate. All invoices are to be paid within 7 days of receipt unless otherwise agreed.

Any Goods and Services Tax (GST) that is applicable will be passed on to you and will also be itemised separately on the invoice. Unless indicated otherwise any fee estimates are exclusive of GST.

Reminders will be sent for overdue invoices. If you have difficulty paying an account, please discuss this with us. We reserve the right to charge interest on all overdue invoices older than 1 month. This will be calculated at 5% per month accruing one month following the invoice due date.

The IP Studio reserves the right to pass credit information to debt collectors and to notify credit agencies of any serious default.

TERMINATION AND COMPLAINTS

You may terminate your engagement with The IP Studio at any time, subject to reasonable notice and payment of any outstanding invoices or work conducted up to the date of termination.

The IP Studio also reserves the right to place a hold on any further work going forward if previous invoices are outstanding.

If you are unhappy with any of the work performed by The IP Studio please contact us and we will do our best to address your concerns.

We are bound by the *Code of Conduct for Patent and Trade Marks Attorneys 2013* (available online). The New Zealand Institute of Patent Attorneys, Inc. website also has general information about patent attorneys and information relating to the complaint process if any issues cannot be resolved.

All matters or disputes that arise in your service will be governed by the laws of New Zealand and will be handled by New Zealand courts.

PROFESSIONAL INDEMNITY INSURANCE

The IP Studio Limited holds professional indemnity insurance. This cover is subject to certain terms and conditions and is not unlimited. For further details please ask.

Our liability to you is limited to the lesser amount of 10 times the agreed fee for the services to which any claim to professional negligence relates, or the limit of our professional indemnity insurance.