

Flint
Intellectual
Property

Client Charter



CLIENT CHARTER

This client charter and any accompanying letter of engagement set out who we are and the basis on which we will provide services to you.

These terms will apply for all work we do for you unless we agree otherwise in writing with you. We may amend this client charter from time to time, in which case we will notify you or post the amended terms on our website.

If there is a conflict between this document and an accompanying letter of engagement the letter of engagement will prevail.

WHO WE ARE

Flint Intellectual Property Limited is a New Zealand registered company which is registered as an incorporated Patent Attorney firm with the Trans-Tasman IP Attorneys Board.

Our team includes Trans-Tasman patent attorneys able to act in front of the Intellectual property offices in New Zealand and Australia, and enrolled barristers and solicitors of the High Court of New Zealand.

The scope of our work for you

The work we do for you, including details of who will do your work and our fees for it, will be set out in our letter of engagement and other correspondence with you.

How we will work for you

We operate under the [Code of Conduct](#) for Trans-Tasman Patent and Trade Marks Attorneys 2018 (the Code of Conduct). The Code of Conduct sets out how we must act when we work with you and is administered by the [Trans-Tasman IP Attorneys Board](#).

In accordance with and in addition to any requirements of the Code of Conduct, once you engage us, we undertake to the best of our ability to:

- provide you with clear, accessible information and advice in a timely and competent manner,
- give you estimates of the cost and timeline for delivery of our services, and keep you updated on progress,
- act in accordance with your instructions, and
- protect and promote your interests and act for you free from compromising influences or loyalties.

As our client our duty is to you. Unless expressly agreed otherwise no other party may rely on our advice.

How you can best work with us

To help us give you effective advice and best protect your interests please give us all relevant information at the beginning of our work. This includes any background information, relevant commercial information such as details of your business strategy, and, as relevant, details of any invention.

Generally, we will not start work for you until we receive your instructions.

Prompt instructions from you will enable us to best pursue your interests and reduce costs for you.

Fees & financial matters

How we charge

Our fees are made up of fixed fees and hourly fees. Fixed fees relate to an agreed extent of work (for example for a certain task). Work which is not included in a fixed fee will be charged on an hourly basis.

The fees we will charge and our hourly rates will be set out in our correspondence with you, including in any letter of engagement.

Where we specify a fixed fee we will charge this for the agreed extent of our work. If it becomes necessary to provide work outside the agreed extent we will let you know as soon as we can.

Where we provide an estimate we will work within the amount of the estimate. If it becomes apparent that the actual fees are likely to exceed our estimate we will inform you as soon as we can, and where appropriate get your approval before exceeding the estimate.

How we set our fees

In setting both our hourly and fixed fees we may consider:

- the time and labour expended,
- the skill, specialised knowledge, and responsibility required to perform the services properly,
- the urgency and circumstances in which the work is undertaken and any time limitations imposed,
- the degree of risk assumed in undertaking the services, and
- the complexity of the matter.

Our fixed fees and hourly rates may change periodically. If we are working with you we will inform you of any changes that affect you.

Disbursements and expenses

In undertaking work for you we may incur costs on your behalf, for example paying patent office fees. We will invoice these disbursements and expenses to you along with our fees. In some situations we may ask that substantial disbursements be paid in advance.

Unless agreed otherwise, when the disbursements and expenses are incurred in a foreign currency we may charge a fee to cover the costs incurred in making the foreign payment. This amount will be included in the cost of the disbursements or expenses on our invoice.

Invoicing

We will send invoices to you either monthly, on the completion of a piece of work, or when we incur a disbursement. Our invoices will include GST when required by law.

Payment terms

Invoices must be paid on the terms set out on the invoice, generally within 1 month of receipt, unless otherwise agreed.

If you are having issues paying your account please get in touch with us to discuss, as we may be able to assist. We will contact you if our invoices are overdue. Invoices which are more than 60 days overdue may incur interest at up to 12% p.a. or debt recovery fees and legal collection costs. If invoices are not paid we may cancel our engagement with you. We may also hold your files until your account is paid in full.

Deposits

In some situations we may ask you to pay a deposit towards the anticipated fees. When we receive the deposit we will hold it and on invoicing you apply the deposit to the fees against which the deposit was taken.

Conflicts of interest

We have a duty under the Code of Conduct to protect and promote your interests to the exclusion of the interests of third parties and ourselves. This duty means a situation may arise where we have a conflict of interest.

We have procedures in place to identify and respond to conflicts of interest. If a conflict of interest arises, we will advise you of this and follow the requirements and procedures set out in the Code of Conduct. A possible outcome may be that we cannot act for you in a particular matter and that we may terminate our engagement with you.

Professional indemnity insurance and limitation of our liability

We hold professional indemnity insurance as required by the Trans-Tasman IP Attorneys Board.

To the extent allowed by law, our total our liability to you is limited to the lesser of the amount of our professional indemnity insurance or 10 times the agreed fees (excluding any disbursements and GST) for the services to which any claim relates.

Raising concerns & complaints

If you have any concern about any aspect of our services, please discuss your concerns with us, either by phone, by email, or in person. We are committed to ensuring your satisfaction with our services and to maintaining a long-term working relationship with you.

We understand that voicing concerns can be difficult, so you are welcome to confidentially contact any member of our team.

If we aren't able to satisfactorily respond to your concerns you can contact the [Trans-Tasman IP Attorneys Board](#) to discuss your concerns further. The Board's contact details are available at [this page](#) on their website.

Our relationship with you is governed by New Zealand law, and any disputes will be heard non-exclusively in New Zealand courts.

Privacy and confidentiality

We may collect and hold personal information about you. We will generally hold this information in confidence. Details of the information collected and how it may be gathered, used, and disclosed are set out in our Privacy Policy.

Termination of engagement

You may terminate your engagement with us at any time. We may terminate our engagement at any time for good cause by giving reasonable notice. On termination of our engagement we will issue you with final invoices for our outstanding fees.



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