

# Renewals

# Your new and improved renewals service is here...

## Your new and improved renewals service

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## Welcome

To improve the services we offer to you, we have improved our existing renewals service giving you a much more seamless and less administrative experience with the additional bonus of being more cost effective.

In this pack, we've included what benefits our new and improved renewals service will give you, our updated terms and conditions and what the renewals process will now look like for you. As well as reducing the amount you will pay for renewals, we've also introduced a new schedule of administration charges for the first time. These administration charges will apply if you require additional administration support outside of the standard renewals process. We think this is a much fairer way of providing the service to you.

We hope you will see the benefits of our new and improved renewals service. If you have any questions or feedback (the good and the not so good)- we'd love to hear from you.

**The Wynne-Jones Renewals Team**

## Your renewals process

### Your Report

Your renewals report will include all the renewals due for that month and our cost estimates.



Step: 01



### Your Reminder

You'll receive your one and only renewal reminder and report 4 months in advance of the deadline. Good news – no payment is required at this time unless otherwise specified.

Step: 02



### Notification Alert

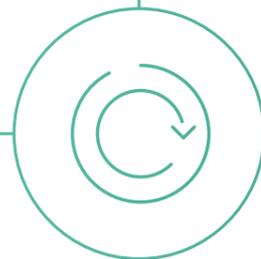
At the very latest, notify us two months in advance of the deadline if you have cases you do not want to renew or if you want to use the grace period.

### Automatic Renewals

If we don't hear from you before the deadline, we'll assume you'll want to renew.



Step: 03



### Auto Renew

We'll auto renew two months before the deadline.

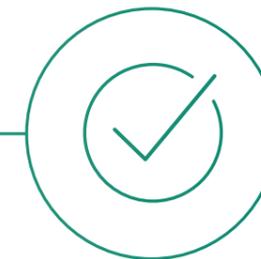
Step: 04



### Your Invoice

You'll receive a monthly itemised invoice for any renewals work done. This is for immediate payment.

Step: 05



### Success!

You have successfully renewed.

Step: 06



### Your Receipt

Request your renewals receipt and we'll send it to you for an additional fee.

## Your renewals benefits

### 01: Auto-Renew



- ✓ Less risk for you
- ✓ Less admin for you
- ✓ More streamlined

### 02: Improved Budget Management



- ✓ Invoiced in arrears
- ✓ Consolidated invoice and itemised where possible
- ✓ No more upfront costs unless specifically requested

### 03: Fees



- ✓ Less cost
- ✓ Sliding scale volume pricing

### 04: Communications



- ✓ Less reminders - receive only 1 four months before the deadline
- ✓ Less to read
- ✓ Easy to read renewals report

## Your additional administration charges\*

1.	Sending a renewals reminder to you and you handle renewals yourself	£65 per reminder
2.	Failure to advise us that your renewals will be paid by other channels	Service charge and foreign associate costs non-refundable
3.	Failure to provide us with abandonment instruction	Service charge, official fees and foreign associate costs all non-refundable
4.	Forwarding official correspondence as a result of Wynne-Jones listed as address for service but not handling your renewals	£65 per correspondence
5.	Conducting record checks for liability purposes where Wynne-Jones is not responsible for renewals but you wish to keep these cases live on the Wynne-Jones system	£100 per renewal
6.	Recording Wynne-Jones as address for service on the official register	£50 per filing
7.	Reporting renewals receipts (upon request only)	£65 per report

\* These administration charges will be reviewed annually and may be subject to change

# Terms and Conditions...

## Terms and Conditions for Renewals Services

These terms and conditions constitute the contract between Wynne-Jones IP (WJ), a limited liability partnership registered in accordance with the provisions of the UK Limited Liability Partnership Act 2000 and you, our client, being any person, company, partnership or other entity instructing us to conduct intellectual property renewals services. Throughout these terms and conditions “we” or “our” refer to Wynne-Jones IP and “you” or “your” refer to the client. This terms and conditions document relates specifically to our renewals service and should be read in conjunction with our main terms of business. It is not designed to override or replace the legal, operational and contractual framework laid down in the main terms of business document. When you are registered as a client, you are sent a copy of our WJ terms of business but if you require an additional copy it can be downloaded here: [http://www.wynne-jones.com/media/1278/terms-of-business\\_2017.pdf](http://www.wynne-jones.com/media/1278/terms-of-business_2017.pdf)

When you become an IP client with us we will automatically transfer you on to our in-house renewals service, unless you specifically notify us otherwise. As we operate an automatic renewal service (see clause 1 below) it is very important that you tell us if you do not wish to use our service.

You should always satisfy yourself that arrangements you have in place for renewals are appropriate to your business circumstances. We are here to help and we ask that you consult us if you require advice on appropriate renewal arrangements for your circumstances.

### 1. Our renewals service

We operate an auto-renewal service, which means that we will send you a single email reminder 4 months ahead of the deadline (i.e. for a renewal that falls in June, you will receive our reminder at the beginning of February). When you receive this reminder you will have the option of identifying any cases that you do not wish to renew by marking them as “abandon”, “paid by other” or “use grace period”. The processing of renewals will start 2 months ahead of each deadline, so you must ensure to submit any alternative instructions by this point. If we do not receive any response from you by 2 months ahead of the deadline we shall proceed to renew the case/s and you will be invoiced for the fees.

### 2. Payment arrangements

We invoice renewals on a monthly basis, at the point of processing the renewal/s, and require that you pay the renewal amount on immediate receipt of an invoice from us. Unless instructed otherwise, we may send your invoices in a collective format, which will include an itemised breakdown. We reserve the right to request payment in advance in circumstances where you have a poor credit history, a thin credit history, or if you have an outstanding balance on your account that exceeds an agreed credit limit. We review these payment requirements for each client on a bi-annual basis going forward and they are subject to change if there is a change in your payment circumstances.

### 3. Deferring renewals

Sometimes renewals can be deferred beyond their statutory due date (this deferment is called the grace period). The grace period typically lasts for six months, with some exceptions, and there are often additional official penalty fees for renewing within the grace period.

When responding to our renewal reminder, you will have the opportunity to select “Use grace period”. Once selected, we shall allow the renewal to roll into grace, and we will send you one further reminder within the grace period. If we do not receive instructions to the contrary, we will allow the renewal to lapse, with loss of rights.

## Terms and Conditions for Renewal Services

### 4. If you tell us you wish to renew your IP yourself or choose to use another renewals provider

In this circumstance we will mark your renewals "No Renewal Responsibility" on our system. We will inform you of the first or next renewal date but take no further action after that with regards to the payment of future renewal fees. Under these circumstances it is your responsibility to monitor renewal dates yourself and make the required payments.

Please note there are specific risks associated with us not having responsibility for renewal fees of European patent applications. If a renewal fee is missed by you or your renewals provider and the European patent application is withdrawn it is unlikely that you will be able to make a successful request to re-establish it. This is because the European Patent Office (EPO) require all parties to the application to have taken due care, including the authorised professional representative (WJ). As we have no responsibility for renewals we are not able to exercise due care because we will not be able to monitor due dates of renewal fees.

### 5. If you haven't notified us that you are renewing yourself or haven't notified us that you have decided to use another renewals provider

In this circumstance we will continue to pay renewal fees for you, report any official notifications to you as normal and invoice you in the usual way. We may also write to you to ask for clarification of your situation if we find that renewals have been paid by someone other than WJ. Until you notify us formally that you have terminated our renewals services we must continue to contact you for clarification and monitor/insert reminders into our case management system for which you will incur additional administration charges (see Clause 6 of our Renewals Terms and Conditions).

### 6. Administration charges

There are certain circumstances where we would charge an additional administration charge for additional work that our renewals team need to perform on your account. These are as follows:

- 6.1. If you require additional information or reports that are not part of our standard service and which will require additional staff time to produce and supply to you.
- 6.2. If you do not pay when requested and we have to perform additional administration in order to correspond with you/obtain payment regarding your instructions for the renewal.
- 6.3. If you wish to renew your IP yourself or use another provider but haven't told us this and we incur additional work as a result.
- 6.4. If you wish to renew your IP yourself or use another provider but you are an IP prosecution client and wish us to keep your renewals in an open case on our case management system. In these circumstances, we must continue to manage your renewals account and monitor activity due to liability reasons.

A copy of the WJ schedule of administration charges is available on request.

## Terms and Conditions for Renewal Services

### 7. Address for correspondence

It is very important that you keep us updated on the address and contact details of the person in your organisation to whom we should report and send correspondence and from whom we should seek instructions on renewals. We cannot accept responsibility or liability for a failure to renew an IP right if you do not keep us informed of your contact details. This can especially be a problem with designs and trade marks that are renewed every five or ten years. We will endeavour to send reminders but can only send them to your last known address. In terms of best practice we would suggest that you monitor renewals deadlines yourselves.

### 7. Liability and limitations of liability

- 8.1. The limit of our liability shall be £2 million on any one claim. Where an act of omission by us or our agents results in an instruction not being carried out by the due date we will:
  - 8.1.1. Seek renewal in the grace period and pay all additional amounts required to fulfil the instruction; or
  - 8.1.2. If the IP right has lapsed, seek the restoration of the IP right and pay all amounts required to achieve the restoration; or
- 8.2. If the relevant IP right cannot be restored and as a result you have suffered any loss, damage, charge, cost or expense we will indemnify you in accordance with Clause 8.1 of the general terms and conditions.
- 8.3. We are not liable for any loss, damage, charge, cost or expense to you in the following situations:
  - 8.3.1. If you fail to notify us of change of contact details in a timely way and a failure of you to receive any correspondence from us results in a missed renewal.

8.3.2. If you ignore a renewal correspondence or have a change in instructions very late (i.e. within 3 working days of when the renewal is due).

8.3.3. If the renewal is being managed by another, non WJ, Renewals service.

8.3.4. If you are a debtor of our firm and/or have not paid the renewal fee upfront when requested to do so.

Please see our general terms of business, Clause 8, for more general information on our liability to you.

### 9. Communication with the WJ renewals team

Our renewals team are here to help you and operate a help desk should you need to contact them regarding any aspect of your renewals account and administration. Please telephone 01242 267600 and ask to speak to the renewals team or email them at [renewals@wynne-jones.com](mailto:renewals@wynne-jones.com).

### 10. Complaints procedure

We hope that you will always be delighted with our service but on the rare occasion when you are not satisfied with the service we would ask that you approach a member of the renewals team in the first instance. If you are still unsatisfied with their response you can escalate the complaint to our complaints partner. Our complaints procedure is available on request or can be downloaded here: [http://www.wynne-jones.com/media/1279/complaints-procedure\\_2017.pdf](http://www.wynne-jones.com/media/1279/complaints-procedure_2017.pdf)

Please confirm that you have read and agreed to the terms and conditions stated above.

# FAQs...

## Renewals FAQs

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### What do we mean by renewals/annuities?

Once you have your IP legally protected, you will need to pay trade mark/design renewals or patent annuity fees periodically. It is important that you pay these fees if you do not want your IP right to lapse.

### How long does a renewal last?

This depends on the type of IP and the geographic region in which the IP is active. For example: there are exemptions in particular territories such as the US and Canada. Our renewals team are on hand to answer any questions you have to the length of renewals in geographic regions and types of IP.

### How much does a renewal cost?

At Wynne-Jones IP, we offer competitive costs on your renewals. The cost of your renewal depends on the type of IP and the geographic region in which the IP is active. As budgeting for your IP can be difficult due to the uncertainty of the expense involved, we can provide renewal cost estimates for the life cycle of your particular IP that includes renewal costs.

### How will I know when a renewal is due?

We operate an auto-renewal service, which means that we will send you a monthly reminder of your renewals that are coming up in the following four months of the year and when you receive this information you have the option of identifying any renewals that you do not wish to renew and marking them as “no renewal”.

### When will I need to pay for a renewal?

We invoice renewals on a monthly basis in arrears unless we require payment up front. These administration charges will be reviewed annually and may be subject to change

### Can I pay for a renewal after the IP right has lapsed?

Reinstating the IP right after it has lapsed can be at best difficult, sometimes impossible and incur significant additional costs.

## Renewals FAQs

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### How can I avoid missing a renewal due date?

Monitoring deadlines to avoid missing renewals is very important. Whatever the size of your portfolio we can give you complete peace of mind that all your deadlines are monitored and that all renewals instructed by you will be renewed within their respective deadlines only if we are responsible for your renewals.

### Can Wynne-Jones IP monitor deadlines on my behalf?

Yes, we have been providing a reliable and efficient renewals service for patents, trade marks and registered designs ever since the firm was founded over fifty years ago.

### How can using a provider like Wynne-Jones IP for both IP management and renewals be beneficial to me and my business?

Sometimes clients renew their own IP rights or get a third party specialist renewal company to manage their renewals whilst still retaining our firm to file and prosecute their IP. However, having all your renewals and IP managed by us significantly reduces the risks of missed deadlines, requires you to input less of your own resource to manage your IP and makes it easier to strategically manage your IP because the information is easily accessible in one place.

### Can my attorney advise me on what I should or shouldn't renew in my IP portfolio?

Yes, as part of our IP strategy service, your attorney can work with you to identify the core brands, services, products, technologies or inventions that are critical to the successful execution of your business strategy and can therefore give you advice on the renewal of your IP rights.

### What happens if I decide to renew my IP rights myself or use another company to renew on my behalf?

We will mark your renewals "No Renewal Responsibility" on our system. We can/may inform you of the first or next renewal date for an additional administration charge but will take no further action after that with regards to the payment of future renewal fees or reminders. Under these circumstances it is your responsibility to monitor renewal dates yourself and make the required payments.

We accept no liability for missed deadlines under these circumstances.

### Are there any particular risks of not having my renewals done through Wynne-Jones IP?

There are specific risks associated with us not having responsibility for renewal fees of European patent applications. If a renewal fee is missed by you or your renewals provider and the European patent application is withdrawn, it is unlikely that you will be able to make a successful request to re-establish it. This is because the European Patent Office (EPO) require all parties to the application to have taken due care, including the authorised professional representative (us). As we have no responsibility for renewals we are not able to exercise due care because we will not be able to monitor due dates of renewal fees.

### How do I sign up to the Wynne-Jones IP renewals service?

When you become an IP client with us we will automatically transfer you onto our in-house renewals service, unless you specifically notify us otherwise.

### Who do I need to contact in Wynne-Jones IP about any renewal queries I have?

Our renewals team can be contacted by either calling 01242 267 600 or emailing the team at [renewals@wynne-jones.com](mailto:renewals@wynne-jones.com).



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