

Terms and Conditions of Business

The following Terms and Conditions will govern the basis on which we provide the Services to you and will be deemed to have been agreed by you by your acceptance of any of the Services, irrespective of whether or not a separate engagement letter has been agreed with you. We contract on the basis of these Terms and Conditions only, and acceptance by us of any instructions from you shall be upon such Terms and Conditions and shall override any other terms and conditions stipulated or incorporated by you in your instructions or any negotiations, unless separately agreed with you. Any declarations or confirmations given by you or on your behalf to us in any application form or other documentation submitted to us are incorporated in these Terms and Conditions.

A copy of these Terms and Conditions are to be found on our web site www.brandsure.co. We may revise the Terms and Conditions and the Rates from time to time without your prior consent. We will notify you by email of any changes which we consider to be material, as soon as is reasonably practicable after their introduction but shall not be obliged to inform you if any of the Rates increase. You shall be bound by any revision of the Terms and Conditions and the Rates, as and when a copy of the revised document becomes available on our web site.

1 Definitions and Interpretation

1.1 In these Terms and Conditions (unless the context otherwise requires) the following words and expressions shall have the following meanings:

Business Day	means any day (other than a Saturday, Sunday or public holiday) on which banks are open in Guernsey for normal banking business.
Client, you or yours	means any person to whom we provide the services and, in the case of an individual, includes his/her heirs, personal representatives and assigns and, in the case of a body corporate, includes its successors or assigns.
Company, we, our, us	Brandsure Limited, whose registered office is at Le Repere, Les Echelons, St Peter Port, Guernsey GY1 1AT.
Data Protection Legislation	means the Data Protection (Bailiwick of Guernsey) Law, 2017.
Employees	means all directors, officers, employees, consultants and agents of the Company and all directors, officers, employees, consultants or agents of any of its subsidiaries or associated companies.
Privacy Policy	means our statement as available at on our website .
Services	means the provision of intellectual property related services.

1.2 Headings in this Agreement are inserted for convenience only and shall be ignored in construing this Agreement.

1.3 Unless the context otherwise requires, words (including definitions) denoting the singular number only shall include the plural and vice versa.

1.4 References to statutes and/or statutory provisions shall be construed as referring to such statutes or statutory provisions as respectively replaced, amended, extended or consolidated.

1.5 References to the Company or the Client shall include a reference to any successor company and permitted assigns.

1.6 "Holding Company" and "Subsidiary" shall have the meanings given to such expressions in The Companies (Guernsey) Law, 2008 (as amended).

1.7 The expression "person" shall be construed to include references to any person, firm, company, partnership, corporation or any agency of it.

1.8 "£" and "Sterling" denotes the lawful currency of the Bailiwick of Guernsey and the United Kingdom.

2 Costs, Fees and Disbursements

2.1 Basis of charges

(a) We believe that fees for the Services should be fair and reasonable, having regard to all the circumstances of the case.

(b) In most cases we will charge fixed fees for our Services.

(c) In circumstances where we are unable to offer fixed fees, factors which may affect the level of fees include the following:-

- (i) time spent on the matter;
- (ii) monetary amount involved;
- (iii) specialist knowledge required;
- (iv) number and length of documents;
- (v) place and time of day at which the work was carried out;
- (vi) importance and urgency of the matter to you; and
- (vii) complexity of the matter.

(d) Where an estimate of fees is requested and given, it is only an indication of the amount anticipated as being the likely charge and shall not be regarded as an agreed fee for the work or matter unless specifically confirmed in writing as such by a director.

2.2 Disbursements and Administration Charges

(a) Disbursements, as these are incurred, will be added to the applicable interim or final invoice rendered.

(b) Disbursements may include, but are not limited to, filing fees and/or registry fees, registration fees, foreign counsel fees, courier fees and bank charges. As a general policy we do not charge for secretarial support and administrative services. However, in the event that we are required to dedicate a significant amount of administrative resource to an individual matter, or adhere to an accelerated timetable, we reserve the right to charge for such administrative services. We will agree any such costs with you before these are incurred.

(c) The fees of any foreign counsel or other advisers instructed by us on your behalf will be incorporated into our invoice and charged in Sterling.

2.3 Tax on Services

There is currently no value added tax on the provision of our services in Guernsey.

2.4 Payment

(a) All invoices are payable within 30 days of presentation. Interest at a rate of 3% above the base-lending rate of the Royal Bank of Scotland International Limited (or the replacement bank used by us from time to time) may be charged, at our discretion, on invoices which remain unpaid 30 days after their due date.

(b) Should you have any queries regarding an account once an invoice has been rendered for payment, please contact us within 7 days of presentation.

3 Non-exclusivity

We reserve the right to provide the Service(s) to any other client at our discretion.

4 Conflicts

4.1 We provide a wide range of services to a large number of clients and whilst we have procedures in place to try to prevent any conflict, it is possible that a conflict of interest may arise as a result. If we become aware or are notified of a possible conflict of interest, you shall be notified and if possible procedures will be put in place to ensure confidentiality and independence of advice.

4.2 We are not obliged to inform you of the nature of the conflict, if to do so might, in our opinion, compromise our duties to any other client.

5 Limitation of liability

Should we breach any of our duties to you and become liable to compensate you, you agree that our liability is limited for any one matter in the following respects:

(a) you agree to make no claim against an individual director or employee;

(b) our maximum liability to you is limited the value of the contract;

(c) we are not liable for indirect or consequential loss or loss of anticipated profit or other benefit;

(d) you shall not be able to recover damages more than once in respect of the same fact, matter or circumstance;

(e) save as expressly agreed in writing, we do not accept or assume any duties or liability to any person(s) other than you and we therefore exclude, to the fullest extent permissible by law, any liability to third parties;

(f) we shall not be liable for any loss, damage, actions, suits, proceedings, claims, demands, costs, expenses or liabilities suffered or incurred by you which arise directly or indirectly from our provision of the Services in reliance on any information or documentation, or any declaration, confirmation or representation, provided by you or on your behalf to us;

(g) we shall not be liable for any delay or failure in provision of the Services due to any technical failure of communications systems.

(h) You agree that no action or proceedings may be brought or commenced in connection with the Services in any jurisdiction for any breach of duty (whether in contract, tort, under any statute or otherwise) at any time later than three years after the date on which that alleged breach of duty occurred.

6 Communication

8.1 We will communicate with you by way of email or telephone or any combination of the above at the address or number last given to us by you in communication generally.

8.2 We assume that you are willing to receive all general correspondence sent via email. We do not guarantee that messages, documents or files sent by email are virus-free. As such, we accept no liability or responsibility for any loss or damage, however caused, by any virus. We strongly recommend that you use virus checking software and you are deemed to be responsible for virus checking any message, document or file attachment which is sent to us by email.

8.3 You will inform us if you have specific confidentiality requirements.

7 Website and intellectual property

7.1 All correspondence, files and records (other than statutory corporate records) and all information and data held by us on any computer system is the sole property of the Company for our own use and you acknowledge that you have no right of access or control over such information.

7.2 Our website (www.brandsure.co) and all material contained in it, provides general information only. None of its content constitutes advice, and it should not be relied upon as such. We do not accept responsibility for any loss which may arise from reliance on information contained in our website.

7.3 We do not guarantee that documents or files within or linked to our website are virus-free. As such we accept no liability or responsibility for any loss or damage, however caused, by any virus. We strongly recommend that you use virus-checking software when using our website. In addition, you are responsible for virus-checking any document or file attachment that you send to us via the website. We are not responsible for the content or privacy policies of any external internet websites linked to our website. We do not endorse any information contained in any external internet sites and the links on our website do not imply any association with the policies of the organisations responsible for such websites.

8 Data protection

8.1 For information about the purposes for which we process personal data provided by you and the grounds on which that processing occurs please see our [Privacy Policy](#).

8.2 In agreeing to these terms you warrant and undertake that you are entitled to provide any personal data you deliver to us and that you will ensure that any such personal data are accurate.

9 Scope of Services

We are directly able to advise on intellectual property registration and management in Guernsey and the UK and indirectly elsewhere through our associated agents. We are also able to represent clients in relation to IP consultancy matters generally.

10 Force Majeure

We shall bear no liability for loss, damage or delay howsoever arising caused by circumstances outside our control of whatsoever kind including, without limitation, fire, flood, storm, earthquake, wars, riots, or failures of software, hardware, utility or telecommunications supply.

11 Partial Invalidity

If, at any time, any provision of these Terms and Conditions is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of these Terms and Conditions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired.

12 Joint and several liability

Where the Client is more than one person:

- (a) each person appoints the other person(s) to act as his agent to exercise full power and authority in connection with the Services on his behalf;
- (b) the obligations of the Client in connection with the matter shall be joint and several; and
- (c) where we communicate with one of the persons who comprise the Client, such communication will be deemed to be with all of the persons who comprise the Client and it shall be assumed that such person is authorised to give instructions to us on behalf of each person.

13 Liability to Third Parties

Save as expressly agreed in writing, we do not accept or assume any duties or liability to any person other than you and we therefore exclude, to the fullest extent permissible by law, any liability to third parties.

14 Jurisdiction

14.1 The construction, validity and performance of these Terms and Conditions shall be governed in all respects by the laws of the Island of Guernsey.

14.2 The Company and the Client (except to the extent that a dispute is submitted to arbitration) submit to exclusive jurisdiction of the Courts of the Island of Guernsey.

February 2024