NATIONAL BUSINESS REGISTER GROUP LIMITED T/A NBR

TERMS AND CONDITIONS

EFFECTIVE FROM 4th August 2026

AGREED TERMS

Your attention is particularly drawn to the provisions of *clause* 13 (Limitation of liability).

1. About us

Company details. NATIONAL BUSINESS REGISTER GROUP LIMITED (company number 09416106 (**we** and **us**) is a company registered in England and Wales and our registered office is : Suite 7, The Courtyard, Russell House, 6 Doctors Lane, Henley-in-Arden, Warwickshire, B95 5AW.

1.1 We operate the website NationalBusinessRegister.co.uk **(site)**

1.2 **Contacting us.** To contact us, telephone our customer service team at 0121 678 9000 or email us at info@nbrg.co.uk How to give us formal notice of any matter under the Contract is set out in clause 17.2.

2. Our contract with you

2.1 **Our contract.** These terms and conditions (**Terms**) apply to the order by you and supply of Services by us to you (**Contract**). They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. They should be read in conjunction with the Services Addendum that relates to the Service or Services you are purchasing from us (or our Partner, where relevant).

2.2 **Entire agreement.** The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

2.3 **Language.** These Terms and the Contract are made only in the English language.

2.4 **Partners**. We have created a network of service providers, all of whom have been vetted by us to provide high standards of professional conduct. We will be happy to introduce you to them. If you work with them, you will contract with them directly. We may receive a referral fee or other payment or benefit for that introduction**.**

2.5 **Subcontract**. We may also subcontract some of our Services to our Partners, from time to time in our discretion. If we do this, our Partner may still need to contact you directly if the services require this.

2.6 **Consultants** We may engage third-party consultants to provide certain services to us to enable the delivery of our certain services to clients. Any Consultants we engage shall provide their services solely to us and do not contract with, or owe duties to, you. All contractual obligations for the supply of services to clients rest exclusively with us. We ensure that all consultants are bound by confidentiality obligations no less stringent than those set out in these Terms.

3. Placing an order and its acceptance

3.1 **Placing your order.** Please follow the onscreen prompts to place your order for the Services you wish to purchase from us. You may only submit an order using the method set out on the site. Each order is an offer by you to buy the services specified in the order (**Services**) subject to these Terms.

3.2 **Correcting input errors.** Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order is complete and accurate.

3.3 **KYC checks**. Before we can accept your order, you will have to comply with our "know your customer" requirements. You will supply such documentation and other evidence as we may request in order for us to carry out and be satisfied with our KYC checks or similar checks under all applicable laws.

3.4 **Accepting your order.** Our acceptance of your order takes place when we send an email to you to accept it and we take the payment for the Services (if these are to be paid for in advance) (**Order Confirmation**), at which point and on which date (**Commencement Date**) the Contract between you and us will come into existence. The Contract will relate only to those Services confirmed in the Order Confirmation.

3.5 **Registrar**. This is the person who makes the ultimate decision about whether your order or application to register a company or register a trade mark will be approved. Our acceptance of an order from you does not mean that your application for registration will be successful as that decision rests entirely with the relevant Registrar.

3.6 **If we cannot accept your order.** If we are unable to supply you with the Services for any reason, we will inform you of this in writing and we will not process your order. If you have already paid for the Services, we will refund you the full amount.

3.7 **Order rejected by a Registrar**. If your order or application is rejected by a Registrar, we will not refund any payments made by you to us, unless the Registrar refunds its application or registration fees. Even where a Registrar refunds some or all of its application or registration fees, we will not refund our own Charges whether in whole or part, unless the refusal or rejection by the Registrar of your order or application is directly as a result of our own fault.

4. Cancelling your order

4.1 Other than where we are providing Subscription Services, you have no right to cancel any order after we have accepted it. The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 do not apply to our Services as they are (1) provided to you as a business owner or prospective business owner and (2) they are bespoke to you.

4.2 If we are providing Subscription Services, the terms upon which you may terminate them will be set out in the relevant Services Addendum.

5. Our services

5.1 **Descriptions and illustrations.** Any descriptions or illustrations on our site are published for the sole purpose of giving an approximate idea of the services described in them. They will not form part of the Contract or have any contractual force.

5.2 **Compliance with Services Addendum**. Subject to our right to amend the Services Addendum (see clause 5.4) we will supply the Services to you in accordance with the relevant Services Addendum appearing on our site or Order Confirmation in all material respects.

5.3 **Subscription Services**. Unless the context otherwise requires, the term Services shall include Subscription Services.

5.4 **Changes to Services Addendum.** We reserve the right to amend the Services Addendum from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant law and regulatory requirement and changes in our internal systems. Any changes will be published on our site and shall apply from the date of publication.

5.5 **Reasonable care and skill.** We warrant to you that the Services will be provided using reasonable care and skill.

5.6 **Time for performance.** We will use all reasonable endeavours to meet any performance dates specified in the Order Confirmation, but any such dates are

estimates only and failure to perform the Services by such dates will not give you the right to terminate the Contract.

5.7 **Use of Artificial Intelligence**. In providing the Services, we may use artificial intelligence tools and systems (including generative artificial intelligence technologies capable of producing content, analysis, or draft materials based on data or instructions) ("**AI**") to assist with research, drafting, analysis, and administrative efficiency. AI is used as a support tool only and does not replace human oversight, professional judgement, or legal review.

5.8 Any output, content, or material generated with the assistance of Artificial Intelligence is reviewed by us; however, such output should not be relied upon by you as legal advice or as a substitute for independent professional judgement unless expressly stated otherwise. You acknowledge that AI-assisted materials may require verification, interpretation, or contextualisation.

5.9 **No warranty**. We do not warrant that:

(a) your use of the site or the Services will be uninterrupted or error-free**;**

(b) any software or applications used by us when providing the Services to you will be free from viruses, trojan horses, worms and other similar malicious code.

6. Subscription Services

6.1 Some of our Services are available on a long-term basis e.g. trade mark watching, business name protection, registered designs watching. These are called **Subscription Services**.

6.2 Unless provided otherwise in the Services Addendum relating to any Subscription Service a Subscription Service shall operate on a rolling 12-month basis. This means that unless you give us at least 30 days prior notice to terminate the Subscription Service at the end of a 12 month period the Subscription Service shall auto renew for another 12 month period. Each period of 12 months shall be referred to as a **Subscription Period**.

6.3 If you stop making the monthly payments due under a Subscription Service, we shall be allowed to suspend or terminate that Subscription Service without prior notice. If we decide to suspend the Subscription Service, you will receive no credit from us for the period that the Subscription Service is suspended. The Subscription Period will also be extended by the period of the suspension. If we terminate the Subscription Service you will still have to pay us, by way of a one-off termination payment, for the Charges that

you would otherwise have incurred during the remainder of the Subscription Period in which the Subscription Service was terminated (**Termination Payment**).

6.4 Upon termination of a Subscription Service, we will have no further obligation to you to provide you with the Services and you will have to make alternative arrangements with another supplier.

6.5 Our Services which are not Subscription Services, may be terminated on 30 days written notice by either party.

7. Your obligations

7.1 It is your responsibility to ensure that:

(a) the terms of your order are complete and accurate;

(b) you cooperate with us in all matters relating to the Services;

(c) you provide us with such information and materials we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects; and

(d) you obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start.

7.2 If our ability to perform the Services is prevented or delayed by any failure by you to fulfil any obligation listed in clause 7.1 (**Your Default**):

(a) we will be entitled to suspend performance of the Services until you remedy Your Default, and to rely on Your Default to relieve us from the performance of the Services, in each case to the extent Your Default prevents or delays performance of the Services. In certain circumstances Your Default may entitle us to terminate the Contract under clause 15 (Termination);

(b) we will not be responsible for any costs or losses you sustain or incur arising directly or indirectly from our failure or delay to perform the Services; and

(c) it will be your responsibility to reimburse us on written demand for any costs or losses we sustain or incur arising directly or indirectly from Your Default.

8. Charges

8.1 In consideration of us providing the Services you must pay our charges (**Charges**) in accordance with this clause 8.

8.2 The Charges are the prices quoted on our site at the time you submit your order and are conditional upon you making payment either by debit or credit card or, in the case of

Subscription Services, direct debit. If we accept payment by any other means, we reserve the right to increase our Charges to reflect our additional administration costs and third-party transaction fees.

8.3 If you wish to change the scope of the Services after we accept your order, and we agree to such change, we may modify the Charges accordingly.

8.4 We take all reasonable care to ensure that the prices stated for the Services are correct at the time when the relevant information was entered into the system. However, please see clause 8.7 for what happens if we discover an error in the price of the Services you ordered.

8.5 We reserve the right to increase the Charges on an annual basis in line with the percentage increase in the Retail Prices Index in the preceding 12-month period and the first such increase shall take effect on the 1st January of each year.

8.6 Our Charges are exclusive of VAT. Where VAT is payable in respect of some or all of the Services you must pay us such additional amounts in respect of VAT, at the applicable rate, at the same time as you pay the Charges.

8.7 It is always possible that, despite our reasonable efforts, some of the Services on our site may be incorrectly priced. Where the correct price for the Services is less than the price stated on our site, we will charge the lower amount or if the correct price for the Services is higher than the price stated on our site, we will contact you as soon as possible to inform you of this error and we will give you the option of continuing to purchase the Services at the correct price or cancelling your order. We will not process your order until we have your instructions. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled and notify you in writing. However, if we mistakenly accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may cancel supply of the Services and refund you any sums you have paid.

9. How to pay

9.1 Unless we agree otherwise, payment for the Services is in advance. We will take your payment upon acceptance of your order by way of debit or credit card.

9.2 We may take payment by debit card, credit card or, where applicable, by direct debit. Where the Services are provided on a subscription basis (Subscription Services), payments will be collected on a recurring monthly or annual basis (as applicable) using the payment method selected at the time of order.

9.3 Where payment is made on a recurring basis, you authorise us to take the relevant subscription payments automatically in accordance with these Terms.

9.4 With respect to the Monthly Business Name Protection Service, payment and cancellation terms are as follows:

(a) a one-off administration fee of £12.50 (plus VAT), together with the first monthly subscription payment, shall be payable immediately upon completion of the online application form, using the payment method selected at the time of order;

(b) following the initial payment, subscription fees shall be collected automatically on a recurring basis every thirty (30) days, either by direct debit or by recurring debit or credit card payment, depending on the payment method selected;

(c) the Monthly Business Name Protection Service is not subject to a minimum term and does not operate as a twelve (12) month rolling subscription.

(d) you may cancel the Monthly Business Name Protection Service at any time by providing us with not less than thirty (30) days' notice in accordance with clause 17;

(e) upon cancellation, you will remain liable for any subscription payments falling due during the applicable notice period, but no further payments shall be taken after expiry of that period; and

(f) the £12.50 (plus VAT) administration fee is non-refundable and is payable solely in respect of the set-up and administration of the Monthly Business Name Protection Service.

9.5 We will send you an electronic invoice within seven days of the order being accepted. For any failed or cancelled payments, a £20 administration fee will be levied.

9.6 If we agree to give you credit terms, our invoices shall be payable within 30 days of the date of the invoice.

9.7 If you fail to make a payment under the Contract by the due date, then, without limiting our remedies under clause 15 (Termination), you will have to pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 9.7 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

10. Indemnity

You shall indemnify us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit,

loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis)) and all other professional costs and expenses, suffered or incurred by us arising out of or in connection with your breach or non-performance of this Contract.

11. Complaints

If a problem arises or you are dissatisfied with the Services, please contact us in writing at info@nbrg.co.uk. We aim to respond to queries raised within 3 working days.

12. How we may use your personal information

12.1 We will use any personal information you provide to us to:

(a) provide the Services;

(b) process your payment for the Services;

(c) inform you about similar products or services that we provide, but you may stop receiving these at any time by contacting us; and

(d) pass to our Partners and subcontractors.

12.2 We will process your personal information in accordance with our Privacy Policy (a copy of which is published on our site), the terms of which are incorporated into this Contract.

13. Limitation of liability: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

13.1 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

(a) death or personal injury caused by negligence;

(b) fraud or fraudulent misrepresentation; and

(c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

13.2 Subject to clause 13.1, we will not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

(a) loss of profits;

(b) loss of sales or business;

(c) loss of agreements or contracts;

(d) loss of anticipated savings;

(e) loss of use or corruption of software, data or information;

(f) loss of or damage to goodwill; and

(g) any indirect or consequential loss.

13.3 Subject to clause 13.1, our total liability to you arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, will be limited to 100% of the Total Charges paid by you to us under the Contract. For the purposes of this clause 13.3, Total Charges are:

(a) With respect to the Services (excluding Subscription Services), the Charges paid to us by you, excluding any application or registration fees payable to a Registrar or other third party;

(b) With respect to Subscription Services, the Charges paid to us by you, excluding any application or registration fees payable to a Registrar or other third party, in the preceding 12 months.

13.4 We have given commitments as to compliance of the Services in clause 5.5. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

13.5 Unless you notify us that you intend to make a claim in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of the event having occurred and shall expire 3 (three) months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

13.6 Without prejudice to the other provisions of this clause, we shall not be liable for any loss arising from reliance on AI-assisted outputs where such reliance goes beyond the agreed scope of the Services or where professional judgement, verification, or additional advice ought reasonably to have been obtained.

13.7 This clause 13 will survive termination of the Contract.

14. Confidentiality

14.1 We each undertake that we will not at any time during the Contract, and for a period of two years after termination of the Contract, disclose to any person any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by clause 14.2.

14.2 We each may disclose the other's confidential information:

(a) to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of exercising our

respective rights or carrying out our respective obligations under the Contract. We will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this clause 14; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.3 Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the Contract.

14.4 We may disclose your confidential information to our Partners if we have introduced them to you, or if we have subcontracted certain of our Services to them.

15. Termination, consequences of termination and survival

15.1 **Termination.** Without limiting any of our other rights, we may suspend the performance of the Services, or terminate the Contract with immediate effect by giving written notice to you if:

(a) you commit a material breach of any term of the Contract and (if such a breach is remediable) fail to remedy that breach within 5 (five) days of you being notified in writing to do so;

(b) you fail to pay any amount due under the Contract on the due date for payment;

(c) you take any step or action in connection with you entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of your assets or ceasing to carry on business;

(d) you suspend, threaten to suspend, cease or threaten to cease to carry on all or a substantial part of your business; or

(e) your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the Contract has been placed in jeopardy.

15.2 **Consequences of termination**

(a) Upon termination of the Contract pursuant to clause 15.1, we will be released from providing any further Services to you. This will also mean that any certificates that have been provided to you by us will lapse and will no longer be valid.

(b) You will be required to pay the Termination Payment to us immediately. You irrevocably authorise us to take that Termination Payment from any debit card or credit card you have registered with us.

(c) Termination of the Contract will not affect our respective rights and remedies that have accrued as at termination.

15.3 **Survival.** Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

16. Events outside our control

16.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (**Event Outside Our Control**).

16.2 If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:

(a) we will contact you as soon as reasonably possible to notify you; and

(b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Services with you after the Event Outside Our Control is over.

17. Communications between us

17.1 When we refer to "in writing" in these Terms, this includes email.

17.2 Any notice given under or in connection with the Contract must be in writing and be delivered personally, sent by pre-paid first-class post or other next working day delivery service, or email.

17.3 A notice or other communication is deemed to have been received:

(a) if delivered personally, on signature of a delivery receipt or at the time the notice is left at the proper address;

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting; or

(c) if sent by email, at 9.00 am the next working day after transmission.

17.4 In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.

17.5 The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

18. General

18.1 **Assignment and transfer**

(a) We may assign, transfer of subcontract our rights and obligations under the Contract to another entity or Partner;

(b) You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

18.2 **Our right to vary these Terms.** We have the right to revise and amend these Terms from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payments methods, changes in relevant law and regulatory requirements and change in our internal systems.

18.3 **Waiver.** If we do not insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you or that you do not have to comply with those obligations. If we do waive any rights, we will only do so in writing, and that will not mean that we will automatically waive any right related to any later default by you.

18.4 **Severance.** Each paragraph of these Terms operates separately. If any court or relevant authority decides that any of them is unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

18.5 **Third party rights.** The Contract is between you and us. No other person has any rights to enforce any of its terms.

18.6 **Governing law and jurisdiction.** The Contract is governed by English law and we each irrevocably agree to submit all disputes arising out of or in connection with the Contract to the exclusive jurisdiction of the English courts.

SERVICES ADDENDUM

Service	Initial Charge	Scope & Output	Limitations
Business Name Registration and Protection packages	Business Name Registration and Protection packages:	Using information provided by customer, we will review the Business Name seeking Registration and Protection. If Registration and Protection cannot be provided due to conflict with an existing Business Name then we will contact the Customer. Output will be: Certificate of Registration and Protection for the relevant Business Name through our ***Passing Off Assistance Service*** Invoice for services and period Covers a 12 month period from date of issue of certificate and will renew annually unless at least 30 days' notice given	Where the Business Name Protection service is provided on a monthly subscription basis, entitlement to Passing Off Assistance applies only while the monthly subscription remains active and all monthly payments due have been paid in full and are up to date. If a monthly subscription payment is missed, cancelled, charged back, or otherwise falls into arrears, entitlement to Passing Off Assistance shall immediately cease, regardless of whether a potential passing off issue or dispute arose before the relevant payment fell overdue. Passing Off Assistance will not be commenced, resumed or continued unless and until all outstanding subscription payments have been brought fully up to date. NBR is under no obligation to provide Passing Off Assistance during any period in which the monthly subscription is not active or payments are not current. Where a monthly Business Name Protection subscription is cancelled or terminated for any reason, no further Passing Off Assistance shall be provided in respect of the relevant Registered Business Name, and no unused or remaining portion of the Passing Off Assistance limit shall carry over, be reinstated, or give rise to any refund or cash equivalent. The customer accepts that the searches for Business Name Registration and Protection exclude searches of the Intellectual Property Office. Trade Mark Searches are an additional service and fee as outlined in the schedule below. Reasonable care will be taken when reviewing whether a business name is capable of being registered with NBR for Business Name Registration and Protection. There are some Business Names that we are unable to take on for Business Name Protection, including but not exclusive to those which are deemed wholly descriptive unless a secondary meaning has been achieved by the business through use of the name over a minimum of 5 years. ***Passing Off Assistance*** The Passing Off Assistance is provided by NBR. In the event that Passing Off Assistance is not used or not used to its maximum limit there is no cash equivalent due to the End User or the Client on termination of the Order or otherwise. The Passing Off Assistance is not an insurance, savings or investment product.

			The provision of the Passing Off Assistance is subject to: all sums due and payable to NBR in respect of the relevant End User and Registered Business Name having been paid to NBR; and no notice to terminate the Order or this Agreement having been served. "The entitlement to Passing Off Assistance is conditional upon the relevant Business Name Protection service remaining active and all subscription fees and other sums due to NBR being paid in full at all times. Where a passing off dispute, claim or potential claim has been notified to NBR, Passing Off Assistance will only continue for so long as the relevant Business Name Protection service remains in force and all renewal fees, subscription fees and other amounts due to NBR are paid when due. If the Business Name Protection service expires, is cancelled, terminates, is not renewed, or any payment due to NBR remains outstanding, NBR may immediately suspend or cease providing Passing Off Assistance, irrespective of whether the dispute, claim or potential claim arose, was notified or was being progressed before such expiry, cancellation,

			termination, non-renewal or non-payment. For the avoidance of doubt, there is no vested or continuing right to receive Passing Off Assistance after the Business Name Protection service has ceased, and NBR shall have no obligation to commence, continue or complete any work in relation to a passing off dispute once entitlement has ceased The scope of the Passing Off Assistance is limited to: Assessment of the merits of the passing off claim; Gathering of evidence to support a passing off claim; Issuing a cease and desist letter with or without a request for undertakings; General pre-litigation correspondence with the third party or their representatives; Documenting any pre-litigation settlement agreement. For the avoidance of doubt the Passing Off Assistance expressly does not include: any type of monitoring for the possibility of a passing off claim against a third party; issuing or service of a claim form; any work subsequent to the issuing or service of a claim form; any work in relation to claim against an End User that their Registered Business Name infringes any third party's intellectual property; any work above £10,000 per

			Registered Business Name. Upon the Client notifying NBR of a business name dispute for an End User, the Client will facilitate direct contact between the End User and NBR for the purpose of gathering information, giving advice and taking instructions from the End User in relation to the Passing Off Assistance. NBR will review the eligibility of the case and acting reasonably, determine whether the information provided to NBR gives grounds for pursuing a passing off case on behalf of the End User. NBR may but is not obliged to take on a passing off case. If NBR does accept a passing off case, NBR will cover the first £10,000 of costs per Registered Business Name or per passing off case if such single passing off case relates to more than one Registered Business Name for that End User, which amount shall cover both NBR's internal costs (including the costs of initial review) and any external fees of third parties engaged by NBR in the passing off case or disbursements incurred by NBR. NBR shall ensure that every individual whom it engages on the Passing Off Assistance completes time sheets to record time spent on the Passing Off Assistance; NBR shall give the Client reasonable notice of when the value of the Passing Off Assistance limit will be reached. The Client or End User shall be entitled to serve notice on NBR to cease work on any passing off case at any point not withstanding that the term of an Order is continuing. In relation to calculating the value of the Passing Off Assistance provided by NBR, NBR calculates its charge for its services on a time spent basis

			calculated on an hourly rate. The current hourly rates are set out in the Contract Details. NBR shall cease providing any further Passing Off Assistance in relation to that Registered Business Name on the earliest of: the limit of £10,000 for that Registered Business Name has been reached; or the next step would be to issue and serve a claim form. It will then be for the End User to either engage with NBR directly and be responsible for payment of NBR's charges over and above the £10,000 limit or engage directly with a third party if they wish to continue pursuing the passing off claim. Once costs on the specific case exceed £10,000, fees will then be the responsibility of the customer and the applied at the following hourly rates: £299 + VAT for IP Manager £199 + VAT for IP Associate Our assistance is restricted to cases of businesses passing themselves off as others and does not include personal or identity theft work.
I.T Services	Domain Name - £25.00 + VAT Email address – From £12.50 + VAT. Prices increase as mailbox size increases SSL Security - £100 + VAT Website - £166.67 + VAT	Subject to the service chosen, Output would be: Domain Name 5 email addresses included for the price of £12.50 + VAT per annum with a mailbox size of: 1GB per email address. To upgrade an individual email account to 2GB there is a fee of £20 +VAT per annum. SSL Security certificate Website of up to 5 pages. Development of this website would require co-operation between the customer and our external, partnered I.T provider.	Domain names are registered subject to Nominet's Terms and Conditions, which you can view here.
Secretarial Services	Registered Office - £60 + VAT per annum Service Address - £60 + VAT per annum Change of Company	Subject to the service chosen, Output would be: Registered Office address confirmation Service address confirmation	

	Name - £45 + VAT Confirmation Statement - £30 + VAT	CS01 form confirming Confirmation Statement details Companies House confirmation of Company Name Change OR reporting of any issue highlighted by Companies House blocking the Name Change. In this instance, we would work with the customer to provide an alternative.	

General IP Services	UK Trade Mark Search - £99 + VAT UK Trade Mark Application for one classification - £699 + VAT to include the first year of monitoring. Additional classes - £120 + VAT UK Trade Mark Watching Searches (renewable annually) - £200 + VAT	UK Trade Mark Search – Scope - to conduct a thorough search of the UK Trade Marks Register for any potential infringing trade marks. Output – to provide client with a search report within 2-3 working days from receipt of instructions. Unless otherwise requested, the UK trade mark search report will be emailed to client. UK Trade Mark Applications - Scope – to provide client with details to be included in the UK trade mark application before proceeding. To ensure that the UK trade mark application is filed as soon as the details have been agreed. Output – to provide client with a copy of the Official Filing Receipt within 1-2 days of receipt from UKIPO. To keep our client up to date with the progress of the application and to report any matters arising. To provide the client with the UK trade mark registration certificate in a timely manner. Scope – to conduct weekly trade mark watching searches on the UK Trade Marks Register. Output – to report the results of the watching searches to our	At all times, the provision of our services is subject to the information provided by Customers.

	UK Trade Mark Renewal for one classification - £499 + VAT. Additional class - £120 + VAT Management of Trade Mark disputes and Consultancy Services – Senior Agent hourly rate -£299 + VAT exclusive of official fees. Assistant hourly rate - £199 + VAT exclusive of any official fees Annual Patent Representation and address for service - £150 + VAT	client and to advise our client on the results of the searches. Covers a 12 month period from date of issue of certificate and will renew annually unless at least 30 days' notice given UK Trade Mark Renewal – Scope is to issue a reminder at least 6 months prior to the expiry date of clients registered trade mark and to advise client accordingly concerning renewal Output – to provide our client with a copy of the Renewal Certificate on receipt of issue by the UKIPO. To update our diary system with the new expiry date. Management of Trade Mark disputes and Consultancy Services – Scope – to provide our client with prior notice of hourly charge out fees and to provide an estimate on the number of hours that may be required in a particular trade mark action. Annual Patent Representation and address for service – Scope – to provide our client with a Patent Representation service to enable us to receive and forward any official document to the client relating to their patent. To provide our client with authorisation to use our UK business address as the UK Address for Service for the clients UK or European patent. Output – to provide our client with a renewal reminder relating to this service at least one month in advance of expiry date.	
Registered Design	UK Design Infringement/Novelty	Scope – to conduct a thorough search of the UK Designs	

	Search (£150 + VAT) UK Single UK Design Application - £300 + VAT UK Multi UK Design Application (Up to 10 designs) - £550 + VAT UK Multi UK Design Application (Up to 20 designs) - £750 + VAT Hourly charge out rate in respect to opposition, invalidation, cancellation actions – Senior Agent Fee - £299 plus VAT per hour. Assistant Fees - £199 + VAT per hour UK Design Watching Service - £250 + VAT	Register to assess any potential infringement with any existing designs Output – to provide our client with a report relating to the results of our infringement search on the UK Designs Register to include advice on our potential infringement issues including advice on the likelihood of registration considering new and novelty of proposed design Scope – to provide our client with a draft copy of the UK Design application to ensure details are correct including applicants, name and address, images and product description. Output – to apply to register the design(s) in a timely manner and to provide our client with a copy of the Official Filing Receipt as soon as it is issued. To update our client with the status of the application and to provide the client with the UK Design Registration Certificate within a timely manner. Scope – To conduct regular watching search on the UK Designs Register to assess whether there is any potential infringement of our clients UK Registered Design as a consequence of a new filing. Output – To advise the client concerning the results of the search. Covers a 12 month period from date of issue of certificate and will renew annually unless at least 30 days' notice given.	
Commercial and Corporate Legal Services	£300 plus VAT per hour	Services include but are not limited to: Drafting, reviewing and advising on business agreements and contracts Intellectual property licensing and assignments	Services do not include representation in litigation or court proceedings. Advice is limited to English and Welsh law (unless the client agrees for us to instruct lawyers qualified in a different jurisdiction at client's cost). Official filing fees, governmental charges, or third-party costs are not included unless expressly stated.

		Joint venture agreements - Shareholders' agreements - Standard terms and conditions and standard contracts Third party contract review Consultancy agreements Non-disclosure agreements (NDAs) Investment agreements and related matters Company policies and procedures These services are available to assist clients in negotiating, preparing and understanding their legal arrangements and regulatory requirements.	Does not cover tax or financial advice; clients should seek separate specialist advice as necessary. Timeframes for completion may vary depending on the complexity of the matter and the timely provision of instructions and information by the client. The engagement is limited to work specifically instructed and confirmed in writing. No guarantee of outcome regarding negotiations, contracts, or agreements with third parties. Any due diligence or verification of third-party information is limited to what is reasonable based on information supplied or publicly available sources. Subsequent amendments, post-completion issues, or further advice will be treated as separate/chargeable matters unless covered by the original engagement.

CUSTOMERS ARE BILLED UPFRONT AND PAYMENT UPFRONT IS REQUIRED BEFORE WORK CAN COMMENCE.