

## Terms of Use

### Introduction

1. The Website Shandp.com (“the Website”) and the Online Renewal Program accessed through it (“the Software”) are owned and operated by Stevens Hewlett & Perkins of 1 St Augustine’s Place, Bristol BS1 4UD, United Kingdom (“SH&P”). The renewal and associated services offered online via the Software (“the Services”) are provided by SH&P. Anyone using the Software by way of a secure password allocated by SH&P is hereinafter called “the User”.
2. These Terms of Use regulate the basis on which access to and use of the Software and the Services will be granted and remain available to the User. Any statements made in relation to the Services on the Website or in any advertising or promotional material issued by SH&P shall form part of these Terms of Use to the extent that they are consistent herewith but not otherwise.
3. SH&P owns all Intellectual Property associated with the Software including but not limited to the underlying program, the text, the designs, the images and layout used in relation to the Services in the Software on the Website and in associated advertising and promotional materials and the trade marks STEVENS HEWLETT & PERKINS, SH&P, SH&P with stripe design and SH&P Online Renewals (together called “the SH&P Intellectual Property”). Save as described in 4. below none of the SH&P Intellectual Property may be used, reproduced or downloaded in whole or in part for any commercial purpose without the prior written consent of SH&P.
4. SH&P grants to the User a limited licence to use the Software in relation to the Services on the terms and conditions set out herein for so long as their password is valid.

### SH&P Obligations

5. SH&P reserve the right to refuse to issue a password enabling access to the Software and to terminate a right of access which has already been granted for whatever reason.
6. SH&P will:
  - i) allocate a password providing access to the Services on successful completion of the registration process, subject to Clause 5 above;
  - ii) keep registration details and passwords secure;
  - iii) issue a confirmation that instructions and payment have been successfully received and process instructions efficiently and in good time;
  - iv) check the information supplied by the User in the Software against the corresponding official record of the UK IPO and advise the User of any material discrepancy therein before acting on the instruction.
  - v) download copies of the official documents issued in relation to the provision of the Services and a paid invoice in a good and timely manner and ensure that these are available to the User for view and print from the online status area of the Software.

7. SH&P will carry out instructions received from Users with all due care and attention but assumes no responsibility for any error arising as a result of any act or omission on the part of the User or any third party or the reliance on the accuracy of any information or records kept by the User or any third party and supplied to SH&P.
8. SH&P will not act upon instructions to renew or record a change of name and/or address in respect of the registration to be renewed if instructions to renew are received less than 24 hours before the end of the 6 months grace period allowed for late renewal.
9. SH&P will not take any action other than that specifically instructed by the User via the Software or in correspondence.
10. For record purposes only, SH&P will enter into their computer system details of the intellectual property in respect of which they receive instructions from the User. SH&P shall not be obliged to issue the User with reminders in respect of the renewal of the intellectual property in subsequent years but will endeavour to do so.
11. SH&P does not warrant that the Service shall be provided on a continuous basis and free from interruption.

#### **Obligations of User**

12. The User specifically undertakes:
  - i) to keep their password secure and advise SH&P immediately if security is compromised or a password should no longer be effective.
  - ii) that in relation to any intellectual property which is the subject of instructions given via the Software, they are the intellectual property owner or they have authority to issue instructions to SH&P in respect of the Services on behalf of the intellectual property owner;
  - iii) to supply to SH&P true and accurate information in English in relation to the intellectual property which is the subject of their instructions;
  - iv) to provide to SH&P in a timely manner, any additional information SH&P may reasonably require to give affect to their instructions.
13. All information entered into the Software by the User shall be in English. The option to select a language is intended solely to assist the User in identifying the information required to be entered in English in a particular field.

#### **Charges and Payment**

14. The Software will include a current Schedule of Charges for the Services (consisting of the SH&P Online Service Charge and the corresponding official fee of the relevant Intellectual Property Office) and a fee calculator which will show the charges incurred on a cumulative basis.

15. The SH&P Online Service Charges are applicable only to instructions sent and received via the Software and SH&P reserve the right to levy a separate charge for any significant additional work which may be necessary to give effect to those instructions. SH&P will not carry out any such additional work without specific instructions from the User to do so.
16. SH&P reserve the right to amend the Schedule of Charges at any time to be effective in relation to any transactions conducted after the amended schedule of charges has been included in the Software and the fee calculator adjusted accordingly.
17. All payments are to be made in pounds sterling. The link to the currency rate calculator is provided as a guide to Users for convenience only. The amount a User will be charged in local currency will depend on the Users' credit card company or Paypal provider.
18. For instructions given and acknowledged by SH&P in a single online session SH&P will download a paid invoice. Each such paid invoice will separately state (a) the SH&P standard offline service charge (b) the official fee of UK IPO and (c) the relevant discount for using the online service calculated in accordance with the current standard online service charge.

#### **Data Protection and Privacy Policy**

19. When you use the Services you will be asked to input personal data relating to you or the intellectual property owner being your name and address, billing address, telephone number, email address and fax number and limited information relating to the card used for payment ("Personal Information").
20. SH&P recognises the importance of the personal data it holds as a consequence of your use of the Services. SH&P is fully compliant with the General Data Protection Regulations effective from 25 May 2018 and will treat all personal data in accordance with its Privacy Policy. [Click to view our Privacy Policy.](#)
21. By confirming your acceptance of these Terms of Use you also confirm your acceptance of the terms of our Privacy Policy and the way in which we handle personal data as set out therein. If you have any questions or concerns in this regard please contact:

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#### **Amendment**

22. These Terms of Use may be amended by SH&P at any time on notice to the User in writing or via the Software.