

Terms and conditions for deposit accounts with the UK Intellectual Property Office

Introduction

1 Anyone who regularly does business with us can open a deposit account to pay for our fees and services.

How to open an account

2 You must fill in an application form DP1 and send it to us with your first deposit, or to confirm that you have made a payment by bank transfer. You must pay in at least £200, but there is no upper limit to what you can pay. You can also open more than one account, but you must fill in a separate application form for each one.

3 You must pay us in pounds sterling (GBP). You can pay by cheque drawn on a UK clearing bank and made payable to 'UK Intellectual Property Office'. Or you can pay by bank transfer (using the BACS, CHAPS or SWIFT systems) to our account as detailed below.

Bank sort code:	20-18-15
SWIFT Code:	BARCGB22
Bank:	Barclays Bank Plc 121 Queen Street Cardiff CF10 2XU
Account Number:	80531766
IBAN No:	GB31 BARC 2018 1580 531766
Account Name:	UK Intellectual Property Office
Reference:	DEP and name of account holder

How soon can I use my account?

4 We will write to tell you when we have opened your account and what your account number is. You can then start to use your account. You should quote your account number on any fee sheets that you send us or whenever you contact us about your account.

How can I top up my account?

5 You are responsible for regularly checking your account and making sure there is enough money in it to pay any fees due or for other services you have asked for.

6 You can top up your account at any time by sending us a cheque or by bank transfer. Please quote your deposit account number on the back of the cheque or as the reference in the bank transfer.

7 You can also write to ask us to transfer funds from another account if you have more than one account with us.

8 To make sure that we put the funds in the right account, please send us a top-up notification form DP2 with your cheque, or to alert us to a bank transfer, or to authorize us to transfer funds from another account.

9 You cannot use a credit or debit card to top up your account.

How we will run your account

10 We will charge transactions to your account whenever we process them electronically or you send us written instructions, such as a fee sheet or publication order form. However, if you send us a fee sheet without any payment and without saying how you want to pay, we will charge the transactions to your account as long as there is enough money in it.

11 We will not allow you to overdraw your account.

12 We will credit funds to your account in the order that we process items, such as cheques, bank transfers, refunds or other credits.

13 We will debit your account in the order that we successfully process fee sheets, orders and other debits.

14 If we have to refund any fees, we will credit these to your account whether you paid by cheque, bank transfer or as a charge to the account. We will write to tell you what we have done.

15 If we find any underpayments, we will debit these against your account, so that we can process the transaction. We will write to tell you what we have done.

16 If you have more than one account, please quote the appropriate account number on the fee sheet, so that we can properly carry out your instructions for each account.

17 We will send you a fee sheet acknowledgement to confirm any fees charged to your account or send an invoice to confirm any other orders. We will also write to tell you of any refunds credited or other adjustments. We will not write to confirm top-ups of your account; these will appear on your regular statements.

18 If there is not enough money in your account to cover everything in the fee sheet or order, we will try to contact you for instructions as soon as possible. We cannot guarantee to do so on the same day that we notice it. This will allow you to make emergency arrangements to top up your account. We also recommend you e-mail us on customeraccounts@ipo.gov.uk or fax us on 01633 817777 to say what

action you are taking. We will not process anything on a fee sheet or order unless there is enough money in your account to fully pay for it.

19 If a form needs a fee to be paid to get a filing date, we will not give it a filing date unless there is enough money in your account. The only forms we can give filing dates without fee payments are trade mark applications and patent applications (except NP1s), where time is allowed to pay the fee later.

20 If there is more money in your account than you need, you can write to ask us to refund part of the balance.

Statements

21 You can choose to get either a weekly or monthly statement when you open your account. You can change your requirements at any time by writing to tell us. You can also ask for a statement at any time. Weekly statements are mainly for customers who send us more than ten fee sheets or orders each week. You can also have a statement e-mailed to you daily.

22 We will send out statements early in the period after transactions have taken place, using 1st class post in the UK or airmail to overseas.

23 We do not manage your account so please check your statement promptly against your records and tell us straight away about any discrepancies.

24 The statement will show the balance brought forward from the last period, this period's transactions and the closing balance on the account. Each entry on the statement will show:

For a fee sheet, order, or electronic transaction

- the date of entry in the account;
- the transaction type;
- your reference (that you put on the fee sheet or order);
- our reference (that we put on fee sheet acknowledgements and invoices);
- how much was paid with the fee sheet; and
- the total we processed for the fee sheet or order.

For refunds, repayments or adjustments

- the date of entry in the account;
- our reference (that we put on the separate letters we send about transactions); and
- the total debit or credit that we processed.

For payments into the account

- the date the money went into your account;
- your reference;
- our reference; and
- the amount credited.

25 We will send you a statement even if there has been no business in the period. The statement will simply show the opening and closing balances. We will not send you a statement if there have been no transactions in the period and there is nothing in the account.

How to close an account

26 You can close your account by writing to ask us either to refund any money still in the account or to transfer it to another account.

27 If you have not used your account in the last year, we will write to tell you that we will close it in a month's time and refund any money still in the account. You must write to tell us if you do not want us to do so. We can also close an account at any time.

Change of account name or address

28 You must write to tell us if you want to change the name of an account or the address of the account holder or to merge accounts, and we may ask you to give evidence of the reasons for the change.

Other things to note

29 We will treat any instruction from your organisation which contains the relevant account name and number as a valid instruction to charge or credit the account named.

30 Our fee sheet acknowledgements only confirm that we have received and processed the individual entries on a fee sheet. They do not deal with filing dates or the adequacy of the documents you sent.

31 You can use a credit or debit card to pay specific fees when your account balance is low, even though you cannot use the card to top up your account.

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