
ENHANCED TRADE MARK SEARCH

TERMS AND CONDITIONS

Effective date: 10 July 2026

1. About Us

These Terms and Conditions apply to the Enhanced Trade Mark Search service provided by Neo Percept IP ("we", "our", "us").

By purchasing this service, you agree to these Terms and Conditions.

2. The Service

The Enhanced Trade Mark Search is a pre-filing search intended to identify potentially conflicting trade marks and other relevant information relating to your proposed brand.

The service may include:

- Review of the proposed trade mark.
- Searches of relevant UK trade mark records and other appropriate sources.
- Identification of potentially conflicting marks.
- A written report summarising our findings.
- Practical recommendations regarding potential next steps.

Unless expressly stated otherwise in writing, this service does not include:

- Filing a trade mark application.
- Legal representation.
- Opposition proceedings.
- Advice relating to overseas registrations.
- Ongoing monitoring services.

3. Third-Party Search Provider

We use a third-party search provider, namely TMTKO, to carry out all or part of the trade mark searching process.

TMTKO may, in turn, use automated tools, algorithms, machine-learning systems, artificial intelligence tools, or similar technologies in providing search results and related outputs.

You acknowledge and agree that:

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- (a) the searching and/or search outputs may be generated, assisted, filtered, ranked, or processed by TMTKO using such tools or technologies;
 - (b) the accuracy, completeness, prioritisation, and relevance of the search results are dependent in part on the systems, methodologies, and human oversight used by TMTKO;
 - (c) we do not control the internal systems, processes, training data, database coverage, or technical infrastructure used by TMTKO;
 - (d) we are not responsible for any act or omission of TMTKO, except to the extent that liability cannot lawfully be excluded or limited.

We select TMTKO as our search provider, but the performance and operation of any search technology used by TMTKO are matters for TMTKO.

4. Information You Provide

You are responsible for ensuring that all information supplied is accurate and complete.

This includes:

- Proposed trade mark.
- Business description.
- Intended products and services.
- Ownership information.
- Contact details.

We are entitled to rely upon the information you provide.

5. No Guarantee

Trade mark searching is a risk assessment exercise.

No search can guarantee that:

- (a) your trade mark is available;
- (b) your application will be accepted;
- (c) no third party will object;
- (d) infringement claims cannot arise in the future.

Our report represents our professional assessment based upon the information available at the time of the search, including the search results provided by TMTKO.

6. Turnaround Time

We aim to deliver your report within 3 working days after:

- (a) receiving complete instructions; and
- (b) receiving cleared payment.

If additional information is required, the turnaround period will begin once that information has been received.

Turnaround times are estimates rather than guarantees.

7. Payment

Payment is required before work begins.

Prices are displayed on our website and include or exclude VAT as stated.

8. Cancellation

If work has not yet started, you may request cancellation.

If work has already commenced, we may retain all or part of the fee to reflect work completed.

9. Right to Decline Instructions

Payment does not automatically create a solicitor-client or attorney-client relationship.

We reserve the right to decline instructions where appropriate, including where:

- (a) a conflict of interest exists;
- (b) we cannot verify the identity of the client;
- (c) the instructions are incomplete;
- (d) the requested work falls outside our expertise;
- (e) legal or regulatory requirements prevent us from acting.

Where we decline instructions before substantive work has commenced, any refund will be made in accordance with these Terms.

10. Intellectual Property

Reports prepared by Neo Percept IP remain our intellectual property until payment has been received in full.

Following payment, you may use the report for your internal business purposes.

Reports must not be reproduced for commercial resale without our written consent.

11. Limitation of Liability

Nothing in these Terms excludes liability where exclusion is prohibited by law.

Subject to that:

- (a) our total liability shall not exceed the amount paid for the service;
- (b) we are not liable for indirect or consequential losses, including loss of profits, goodwill or business opportunities.

For the avoidance of doubt, we are not liable for any error, omission, delay, inaccuracy, incompleteness, unavailability, or other deficiency in any search, output, recommendation, or result generated or provided by TMTKO, except to the extent that liability cannot lawfully be excluded or limited.

12. Confidentiality

Information supplied by you will be treated as confidential except where disclosure is required by law or necessary to provide the requested service.

13. Governing Law

These Terms are governed by the laws of England and Wales.

Any disputes shall be subject to the exclusive jurisdiction of the courts of England and Wales.