

## **CITMA Free Advice Clinics**

## **Terms and conditions**

The Chartered Institute of Trade Mark Attorneys (CITMA) is committed to offering free advice clinics to members of the public. These terms and conditions should be read by anyone considering booking a clinic.

- 1. Advice at the clinics is provided by Fellow, Ordinary or Allied members of CITMA on a voluntary basis.
- 2. Once a clinic has been requested by a member of the public CITMA will notify a volunteer of the request by email and provide information, including contact details about the individual. The volunteer will reply to the member of the public withing the next seven working days.
- 3. All advice given is strictly private and confidential between the CITMA volunteer and the member of the public.
- 4. The CITMA volunteer will be responsible for contacting the individual and arranging a suitable time and date for the clinic to take place.
- 5. Clinics will be 30 minutes in duration and can be held over the telephone or via online meeting solutions such as Teams, Zoom, Skype, etc.
- 6. Only new matters can be raised at a clinic. Any previous advice from a CITMA member or ongoing issues cannot be brought to a second or subsequent clinic.
- 7. A CITMA volunteer has the absolute discretion and the right to refuse to continue with a clinic if it is established that it is not a new matter.
- 8. If a CITMA volunteer establishes that there might be a conflict of interest either before the clinic takes place or during the clinic, they will stop the clinic and explain the situation to the individual. In this case an alternative clinic will be offered to the individual by CITMA.
- 9. As the advice given is free and given in a limited time, neither CITMA, nor any person giving advice, shall be liable or held responsible in any manner at all for advice given or not given or anything done or not done in consequence.
- 10. Any CITMA volunteer providing advice may pass to the member of public their business or contact details for any follow up services, only if the services are required. These services may be free of charge or paid services and are a matter between the member of public and the CITMA volunteer.
- 11. Any agreed follow up services should include normal terms of engagement and the service is no longer under the terms of the CITMA free advice clinics.
- 12. If a clinic has been arranged and a CITMA volunteer can no longer make the agreed time and date, the CITMA volunteer will arrange an alternative time and date, or they will try and provide a substitute volunteer e.g., a colleague who is qualified (i.e., a Fellow, Ordinary or Allied member of CITMA) to provide advice at the scheduled clinic.
- 13. If the individual can no longer make the clinic, they must notify the CITMA volunteer as soon as possible and no later than 24 hours before the clinic is due to take place.

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- 14. If the individual does not provide more than 24 hours' notice that they cannot make the clinic, or they are unavailable at the agreed time and date, then CITMA has the right to invoice the individual for a late cancellation administrative fee. The current fee is £50.
- 15. If anyone has a disability or special requirement, they should contact CITMA before making any booking. CITMA will try to accommodate and make any reasonable adjustments necessary.
- 16. If a member of the public wishes to make a complaint about the clinic they attended, the complaint should be made to the CITMA volunteer in the first instance. If the matter is not resolved in a satisfactory manner, the individual should notify CITMA.
- 17. Any complaint will be reviewed by CITMA and a response will be made within fourteen days or by any other date notified by CITMA to the complainant within the fourteen day period.

Any questions in relation to these terms and conditions should be directed to CITMA via tm@citma.org.uk

## **Chartered Institute of Trade Mark Attorneys**

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