

*[Abstract prepared by the PCT Legal Division (PCT-2010-0011)]*

Case Name:

[TEC Armech Limited et al](#)

Jurisdiction:

UK - IPO

Abstract:

The applicant was charged late payment fees for three PCT applications. The late payment fees were caused by a missing fee sheet (payment instructions). The fee sheet was not communicated at the same time as the funds transfer and was received only after the expiry of the prescribed period for payment. The applicant paid the late payment fees but requested a refund on the basis that the funds were available in the deposit account at the time payment was due. The refund was refused because the payments could not be processed due to the missing fee sheet.

PCT Legal References:

- Article 22
- Rule 16*bis*.2

26 July 2007

**PATENTS ACT 1977**

APPLICANT                      TEC Armech Limited et al

ISSUE                              Whether the late payment fees paid on  
PCT applications GB2006/004703,  
GB2006/004708 and GB2006/004712 in  
accordance with PCT Rule 16*bis* should  
be refunded.

HEARING OFFICER              B Micklewright

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**DECISION**

**Introduction**

- 1 PCT applications GB2006/004703, GB2006/004708 and GB2006/004712 were filed at the UK Intellectual Property Office acting as receiving Office under the PCT on 15 December 2006, all with an earliest priority date of 23 December 2005. The fees payable on these applications were due within one month of the date of filing of the applications, that is, by 15 January 2007. On 11 January 2007 Mr. Nigel Brooks, the patent agent responsible for filing these applications, filed a fee sheet in relation to these applications, with the intention that the fees be taken from the deposit account Mr. Brooks has with the Office. The Office discovered that there were insufficient funds in Mr. Brooks' account to pay the fees in question and on 11 January 2007 sent a fax to Mr. Brooks in relation to this matter. On 12 January 2007 the Office received a cheque from Mr. Brooks topping up his account. The Office did not however find enclosed with the cheque any indication that it should be used to pay the outstanding PCT fees. On 22 January Mr. Brooks filed a further fee sheet in relation to the three PCT applications but the one month time limit set by the PCT Regulations for paying the fees had, by that time, expired. The fees may be paid within a further month of the date of filing, that is, by 15 February 2007, but a late payment fee is due. The Office took the view that the late payment fees was payable for the applications in suit. Mr. Brooks opposed this view. In the meantime he did top up his account further and pay the late payment fees but argued that these should be refunded as he had paid the fees within the initial one month period. The Office continued to take the view that late payment fees had to be paid for these applications. Mr. Brooks then requested a hearing. The matter therefore came before me on 14 June 2007 in which the applicant was represented by Mr. Nigel Brooks. Roger Evans attended on behalf of the Office. The hearing took place by telephone conference.

## **The Law**

- 2 This case concerns the payment of PCT fees, in particular the transmittal fee, the international filing fee and the search fee. The legal provisions in relation to these fees are found in rules 14, 15, and 16 of the PCT Regulations respectively.

### **Rule 14**

#### **The Transmittal Fee**

##### *14.1 The Transmittal Fee*

(a) Any receiving Office may require that the applicant pay a fee to it, for its own benefit, for receiving the international application, transmitting copies to the International Bureau and the competent International Searching Authority, and performing all the other tasks which it must perform in connection with the international application in its capacity of receiving Office (“transmittal fee”).

(b) The amount of the transmittal fee, if any, shall be fixed by the receiving Office.

(c) The transmittal fee shall be paid within one month from the date of receipt of the international application. The amount payable shall be the amount applicable on that date of receipt.

### **Rule 15**

#### **The International Filing Fee**

##### *15.1 The International Filing Fee*

Each international application shall be subject to the payment of a fee for the benefit of the International Bureau (“international filing fee”) to be collected by the receiving Office.

##### *15.4 Time Limit for Payment; Amount Payable*

The international filing fee shall be paid within one month from the date of receipt of the international application. The amount payable shall be the amount applicable on that date of receipt.

### **Rule 16**

#### **The Search Fee**

##### *16.1 Right to Ask for a Fee*

(a) Each International Searching Authority may require that the applicant pay a fee (“search fee”) for its own benefit for carrying out the international search and for performing all other tasks entrusted to International Searching Authorities by the Treaty and these Regulations.

(b) The search fee shall be collected by the receiving Office. ...

...

(f) As to the time limit for payment of the search fee and the amount payable, the provisions of Rule 15.4 relating to the international filing fee shall apply *mutatis mutandis*.

The present case relates to whether late payment fees should have been paid for the application in suit. Such fees are governed by Rule 16*bis* of the PCT Regulations.

## **Rule 16*bis***

### **Extension of Time Limits for Payment of Fees**

#### *16bis.1 Invitation by the Receiving Office*

(a) Where, by the time they are due under Rules 14.1(c), 15.4 and 16.1(f), the receiving Office finds that no fees were paid to it, or that the amount paid to it is insufficient to cover the transmittal fee, the international filing fee and the search fee, the receiving Office shall, subject to paragraph (d), invite the applicant to pay to it the amount required to cover those fees, together with, where applicable, the late payment fee under Rule 16*bis*.2, within a time limit of one month from the date of the invitation.

#### *16bis.2 Late Payment Fee*

(a) The payment of fees in response to an invitation under Rule 16*bis*.1(a) may be subjected by the receiving Office to the payment to it, for its own benefit, of a late payment fee. ...

The UK receiving Office has taken up the options set out in rules 14.1(a) and 16*bis*.2(a) to charge a transmittal fee and a late payment fee respectively. These are provided for in rule 118 of the Patents Rules 1995.

118.-(1) Subject to paragraph (3) below, payment of a prescribed transmittal fee referred to in rule 14.1 of the Regulations under the Patent Co-operation Treaty shall be made to the Patent Office as the competent receiving Office under the said Treaty.

...

(3) Where the Patent Office as the competent receiving Office under the said Treaty issues an invitation pursuant to rule 16 bis.1(a) or rule 16 bis.1(b) of the said Regulations, that invitation shall require the applicant to pay to the Patent Office a late payment fee as provided by Rule 16 bis.2 of the said Regulations.

The substance of Mr. Brook's complaint is in relation to the way that the Office operates its customers' deposit accounts. These are governed by "Terms and Conditions for the Operation of Deposit Accounts within the UK Patent Office" which are set out in full in the Annex to this Decision in the form they were in at the time that the fees of the applications in suit were payable.

### **The facts of the case**

3 The following timeline illustrates the key facts of the case:

15 December 2006	PCT applications GB2006/004703, GB2006/004708 and GB2006/004712 were filed at the UK Office acting as receiving Office under the PCT.  The total fees payable on these applications, excluding any fees for priority documents, was £5292.
19 December 2006	The Office issued form PCT/RO/102 indicating that there was no, or insufficient, payment of the prescribed fees and that the time limit for paying the fees was one month from the date of receipt of the application.
11 January 2007	The Office received a fee sheet for the three PCT applications in suit which instructed the Office to debit the funds from Mr. Brooks' deposit account.
11 January 2007	The Office sent a fax to Mr. Brooks indicating that there were insufficient funds in his account. This fax also included the sentence "Please send a new request to take the fees when you send a cheque or bank transfer to top up your deposit account".
12 January 2007	The Office received a cheque for £6500 from Mr. Brooks along with instructions to use the cheque to top up his deposit account.
15 January 2007	The period for paying fees without incurring a late payment charge expired.
22 January 2007	Further fee sheets were received. Mr. Brooks' account had insufficient funds due to the fact that late payment fees of £916.50 in total were now payable.
24 January 2007	The deposit account was topped up further and PCT fees taken including the late payment fees.
25 January 2007	Mr. Brooks requested a refund of the late payment fees.

### **The applicant's arguments**

- 4 Mr. Brooks made submissions on four main issues: the chronology, the facts of the case, the available guidance as to practice, and the law.

#### *The chronology*

- 5 Mr. Brooks said that he had arranged for a cheque to be written on 8 January in order to pay the fees for the PCT applications in suit. The cheque was posted, or at least left Mr. Brooks' office, on 9 January. Mr. Brooks could not recall why it was not posted on the 8 January but speculated that it could have been because this was a relatively large cheque for Mr. Brooks, a sole practitioner, and he wanted to make absolutely sure that everything was correct. Mr. Brooks commented that he could not be sure that the cheque was actually mailed on the night of 9 January, or that the cheque was in the same envelope as the fee sheets relating to the PCT applications. He said that it was possible that the cheque and fee sheets were separated in his

office.

- 6 Mr. Brooks' account of events on 11 and 12 January are as set out in the timeline above. When he received the fax from the Office indicating that there were insufficient funds in his account he was surprised and wrote on the fax "But we sent the money. Check please" as a note to his secretary. Mr. Brooks submitted though that the Office had received the money by 15 January, the due date for paying the fees without incurring late payment fees.
- 7 The secretary did eventually check the situation on, Mr. Brooks assumed, 17 January as that was the day that the book-keeper would be in the office. Confirmatory sheets were then sent to the Office and received on 22 January. It was on 23 January that the issue of late payment fees arose. Mr. Brooks paid the late payment fees to ensure the PCT application was kept alive but his argument is that he should not have had to pay these fees and therefore that they should be refunded.

#### *The facts of the case*

- 8 Mr. Brooks emphasised that the fees were with the Office, or at least in his deposit account with the Office, on time. Mr. Brooks referred to two Office decisions of a similar nature which related to trade mark form TM 7 (Notice of opposition), *Leisure Services Group Limited* (O/383/00 and O/460/01). Mr. Brooks distinguished his case from these cases as in these cases the form TM 7 was filed on the last possible day and there were not sufficient funds in the deposit account to action the forms until the following day. Mr. Brooks pointed out that in the present case the funds were available on 15 January, the last date that the fees could be paid without incurring late payment fees. The money was available within the period for paying the fees.
- 9 The second point Mr. Brooks raised concerning the facts was the nature of the fax sent by the Office to Mr. Brooks in order to inform him that there were insufficient funds in the account. It is worth setting out the substance of the text of this fax in full:

#### **"PCT FEES**

We could not deduct the fee for the above PCT application because there are insufficient funds in your deposit account number D\*\*\*\*\*.

**Please send a new request to take the fees when you send a cheque or bank transfer to top up your deposit account.**

This should take the form of a PCT fee sheet on which you must clearly state the original reference and the breakdown of the fees. In the mean time, should our Patent International Section send a form PCT/RO/102, the PCT number from that form should also be quoted.

Please note that we do not manage your account or search our records for outstanding fees when we get top-up payments."

- 10 The emphasis is that which appeared on the fax itself. Mr. Brooks felt that this fax was not appropriate in his circumstances. He was not in a muddle and knew that he had already sent the money. He said that the fax may be appropriate for an unrepresented applicant but not for a professional patent agent.

*Available guidance*

- 11 Mr. Brooks made some further comments on the 11 January fax. His submission was that he did not know that it was the Office's practice to send such faxes, never having received one before. He had no way of knowing that this fax was part of Office practice, or that it was Office practice to require new fee sheets if there were insufficient funds.
- 12 Mr. Brooks then turned to the Office's Terms and Conditions for the Operation of Deposit Accounts. He admitted that these were something he could have been reasonably expected to know about, in contrast to the practice concerning the fax. He quoted from paragraph 15 of these Conditions that "A filing date will only be assigned when sufficient payment is received" and submitted that it followed from this that once there is a fee sheet and once there is a payment that is appropriate for the fee sheet, the filing date will be assigned. In the present case the issue does not concern the filing date but Mr. Brooks argued that it is equivalent as it relates to a fee payable by a due date. He then went on to say that the 11 January fax was completely at variance with this practice because it says that the existing already-filed fee sheet should be ignored and only when further money is sent together with a new fee sheet will the fee be regarded as having been paid on time.
- 13 The only other guidance Mr. Brooks referred to was a reference on the Office web site to the desirability of fee sheets and cheques being in the same envelope, a sentiment he agreed with but reiterated the point that this case was exceptional in terms of the amount he was paying into his deposit account.

### *The Law*

- 14 Mr. Brooks' main submission on the law related to an expectation that government departments act fairly. He took me to *Council of Civil Service Unions and Ors v Minister for the Civil Service Respondent* [1985] AC 374 ("the GCHQ case"). This case examined the issue of fairness in terms of "legitimate expectation". Mr. Brooks quoted the following passage from the House of Lords judgment, where Lord Fraser said:

"Legitimate, or reasonable, expectation may arise either from an express promise given on behalf of a public authority or from the existence of a regular practice which the claimant can reasonably expect to continue".

- 15 Mr. Brooks submitted that in the present case he could have a reasonable expectation that once sufficient payment has been received by the Office he could expect to have met the due date for paying the fee. As the Office had the money and also a request to allocate that money, Mr. Brooks deemed it unfair that he was required to pay an extra £916.50 in late payment fees for the three applications.

### **The Office's view**

- 16 The Office's view, as set out in the various letters to Mr. Brooks, was that it had dealt properly with the payment of fees on the applications in suit and had given Mr. Brooks clear instructions on 11 January in accordance with the deposit account Terms and Conditions. The Office therefore believed that the late charge was correct.

### **Assessment**

- 17 There are two points I need to consider: did the Office act in this case in accordance with the "Terms and Conditions for the Operation of Deposit Accounts within the UK

Patent Office”, and did the Office act fairly?

*Terms and Conditions for the Operation of Deposit Accounts*

- 18 The Terms and Conditions are set out in full in the Annex to this Decision. Paragraph 5 makes it clear that account holders, not the Office, are responsible for managing their deposit accounts. The key paragraph in relation to the present case is paragraph 15, which deals with the case where insufficient funds are available to cover fee sheets. This paragraph includes the following statement:
- “Deposit account holders will be alerted by telephone, fax or email if there are insufficient funds in the deposit account to process a fee sheet or order in full (but it will often not be possible to notify the account holder on the day of receipt of the fee sheet or order). This is designed to enable account holders to make emergency arrangements to top up their deposit accounts. It is suggested that confirmation of emergency funding action taken should be faxed to the Patent Office (fax number 01633 814444) prior to being posted to the Patent Office in accordance with paragraphs 6 and 7 above.”
- 19 It is apparent that the 11 January fax was sent in accordance with this paragraph. When the Office received and processed the fee sheets for the PCT applications in suit it had no way of knowing that a cheque topping up Mr. Brooks’ account was to follow. Although Mr. Brooks suggested at one point that the fee sheet and cheque could have got separated in the Office rather than posted in separate envelopes, he did not attach a great deal of weight to this and admitted that they could have been posted in separate envelopes. I therefore take the view that there is no sufficient reason to doubt the Office’s date stamps of 11 January for the fee sheets and 12 January for the cheque and therefore conclude that the cheque did arrive at the Office a day later than the fee sheets.
- 20 As the Office had no way of knowing that the cheque would follow, it seems perfectly reasonable to me to send the 11 January fax to Mr. Brooks. The note Mr. Brooks wrote to his secretary on the fax saying “But we sent the money. Check please” indicates that the fax alerted him to the fact that something had gone wrong. It is unfortunate that no one in his office acted on this fax until after the date for paying the fees without incurring top-up charges had passed.
- 21 It was made clear in the fax that a new fee sheet should accompany any cheque topping up the account. This appears to me to be perfectly reasonable in the light of the Terms and Conditions. Paragraph 8 of the Terms and Conditions indicates that written instructions such as a fee sheet are normally required to charge transactions to a deposit account and transactions will only be debited from a deposit account providing sufficient funds are available. It would place a significant administrative burden on the Office to have to check if there were any fees outstanding from a particular deposit account holder every time a cheque or bank transfer topping up an account was received.
- 22 Mr. Brooks argued that the sentence “A filing date will only be assigned when sufficient payment is made” in paragraph 15 of the Terms and Conditions implied that if a payment to the Office had been made then a filing date would be assigned, wherever the payment had actually gone to. This is not in my view the correct interpretation of this passage. What this passage is saying is that a filing date cannot be assigned unless sufficient payment is received. In Mr. Brooks’ case, although his account had sufficient credit on 15 January, the date by which the fees had to be paid, it did not have sufficient credit on 11 January, the date that the fee sheets were



received. In the present case, therefore, sufficient payment for the PCT applications had not been received on 11 January and no further instructions were received in relation to payment of the PCT fees until 22 January, by which time late payment fees were payable. The mere existence of money in a deposit account held by the Office is not sufficient to pay a fee. There must also be some instruction to take the money from the deposit account in order to pay the fee.

- 23 I therefore conclude that the Office acted in accordance with its Terms and Conditions for the Operation of Deposit Accounts.

#### *Fairness*

- 24 In the context of the GCHQ case fairness relates to a legitimate expectation that a public authority act in a particular way:

“Legitimate, or reasonable, expectation may arise either from an express promise given on behalf of a public authority or from the existence of a regular practice which the claimant can reasonably expect to continue”.

- 25 Mr. Brooks argued that in the present case he had a reasonable expectation that once sufficient payment has been received by the Office he could expect to have met the due date for paying the fee, as the Office had the money and also a request to allocate that money. I have already concluded that in this case the Office acted in accordance with its Terms and Conditions for the operation of deposit accounts and that it was reasonable to require further fee sheets when a cheque topping up an account is received after the original fee sheets. I can see nothing in the Terms and Conditions or in any other Office guidance that would create a legitimate expectation that the Office would act in any other way. The legitimate expectations of users of the Office’s deposit account system are that if they submit a fee sheet and there are sufficient funds in their account, the fees will be taken from the account. If there are insufficient funds the account holder will be contacted by telephone, fax or email. A top-up to a deposit account accompanied by a fee sheet will be used to pay the fees on the fee sheet in question providing there are then sufficient funds. There is no legitimate expectation that, providing payment and a fee sheet are received by the Office, even if at different times and with no indication accompanying the payment that it should be used to pay particular fees, then the fees in questions will be deemed to have been paid. I therefore conclude that the Office acted fairly in this case.

#### **Conclusion**

- 26 I therefore conclude that the Office acted in accordance with its Terms and Conditions for the Operation of Deposit Accounts and that it acted fairly in not taking the fees from Mr. Brooks’ account until there was at the same time both sufficient funds in his deposit account and a specific request to debit the deposit account once sufficient funds were present. The date that the fees were paid on PCT applications GB2006/004703, GB2006/004708 and GB2006/004712 was therefore 24 January 2007 and late payment fees are therefore payable. I therefore refuse the request for a refund of the late payment fees for these applications.

**B MICKLEWRIGHT**

Senior Legal Advisor acting for the Comptroller

## **ANNEX – TERMS AND CONDITIONS FOR THE OPERATION OF DEPOSIT ACCOUNTS WITH THE UK PATENT OFFICE**

### **Introduction**

1. Any user of the services of the Patent Office may open one or more deposit accounts for the payment of statutory fees, publication supplies or any other non-statutory service provided by the Office.

### **Opening of Accounts**

2. In order to open a deposit account, a Patent Office application form (DP1) must be completed and returned to the address shown on the form, together with the payment of an initial deposit or confirmation of bank transfer. The amount lodged is at the discretion of the user but is subject to a minimum payment of £200. One application form is required for each account opened.
3. The deposit must be in pounds sterling and paid either by cheque drawn on a UK clearing bank (cheques should be crossed “Account Payee Only” and made payable to “The Patent Office”) or by bank transfer (using the BACS, CHAPS or SWIFT networks) directly to the Office’s account at the Bank of England in accordance with the following details:

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:	The Patent Office
Reference:	DEP and name of account holder

### **Availability of Account for Use**

4. The account will be available for use as soon as the account holder receives formal confirmation of the deposit account number allocated by the Patent Office.

### **Topping Up of Deposit Accounts**

5. Account holders are responsible for monitoring the balance in their deposit accounts and ensuring that sufficient funds are available adequately to cover and not delay their business. No minimum payment limits will be applied.

6. Deposit accounts may be replenished using either of the payment methods at 3 above. The deposit account number should be quoted as the reference for bank transfer payments, or should be included on the reverse of any cheque payments. Additionally, account holders may authorise in writing the transfer of funds from another deposit account which they operate with the Patent Office.
7. To ensure that fundings are promptly identified and actioned, the top up notification form (see DP2) must either:
  - accompany a cheque funding; or
  - be sent to the Office in other cases to alert the Office to a bank transfer payment or to authorise formally the movement of funds from another deposit account.

### **Conditions of Operation for Deposit Accounts**

8. With the exception of paragraphs 12 and 13 below, the Patent Office will normally expect to receive written instructions (in the form of a fee sheet, publication order form, etc) to charge transactions to a deposit account. However, if a fee sheet submission is received without a remittance and with no method of settlement indicated, the Patent Office will debit such transactions to the deposit account providing that sufficient funds are available.
9. Deposit accounts will not be permitted to be overdrawn.
10. Debits to deposit accounts will be entered in the chronological order in which fee sheets, orders and adjustments are successfully processed by the Patent Office.
11. Credits will be entered on deposit accounts in the chronological order in which funding cheques, bank transfers, refunds or other credit adjustments are recorded by the Patent Office.
12. Where deposit accounts are operated, all refunds of fee overpayments, etc identified by the Patent Office as due to the account holder will be credited back to the deposit account and the holder advised in writing of the details and the reason for the action.
13. Similarly, where deposit accounts are in operation and contain sufficient funds, all underpayments identified by the Patent Office in the course of processing transactions will be charged to the deposit account and the account holder advised in writing of the details and reason for the action. Where more than one account is operated, the Patent Office will endeavour to ensure that any stipulations the account holder has made on the use of the account are observed.
14. Invoices will be issued to account holders to confirm all non fee orders charged against the deposit account and similarly fee sheet acknowledgements will be issued for fee business. Written advice will also be issued for refunds credited (paragraph 12) or other adjustments (paragraph

13), but no confirmation other than the statement entry (paragraph 21c below) will be supplied by the Patent Office for fundings received from the account holder to replenish the account.

15. If there are insufficient funds in the deposit account to cover the whole of a fee sheet or order, the individual transactions therein will be accepted strictly in the order in which they are listed on the fee sheet or order, excluding any trade mark applications which, because of the period allowed for late payment of the relevant fee, will be presumed to have been listed last on the fee sheets irrespective of where they actually appear. Any individual item on a fee sheet or order will not be accepted unless there are sufficient funds in the deposit account to cover the transaction in full. Deposit account holders will be alerted by telephone, fax or e-mail if there are insufficient funds in the deposit account to process a fee sheet or order in full (but it will often not be possible to notify the account holder on the day of receipt of the fee sheet or order). This is designed to enable account holders to make emergency arrangements to top up their deposit accounts. It is suggested that confirmation of emergency funding action taken should be faxed to the Patent Office (fax number 01633 814444) prior to being posted to the Patent Office in accordance with paragraphs 6 and 7 above.

In the case of statutory fees, deposit account holders are reminded that a filing date for a transaction cannot be accorded where inadequate funds are available. A filing date will only be assigned when sufficient payment is received. Exceptions are trade mark applications and patent applications under the Patent Co-operation Treaty where a period is allowed for late payment of the relevant fee.

16. If the balance in excess of the account holder's needs is accumulated as a result of paragraph 12 or other reasons, the Patent Office will repay any sum specified by the account holder in writing, subject to confirmation of availability against the deposit account balance shown in the Patent Office's records.

### **Statements**

17. Statements will be issued at weekly and/or monthly intervals reflecting the option exercised when the deposit account is opened, or subsequently notified in writing to the Customer Account Manager. Account holders should note that weekly statements are intended to cover the relatively small number of users likely to have more than ten stated transactions on their deposit account each week: a stated transaction in this context is defined as an order or fee sheet submission, rather than the number of individual items included on an order or fee sheet.
18. Ad hoc statements will also be available to account holders at any time on request.
19. The routine statements will be issued:
  - a. in the case of weekly statements, in the opening days of the ensuing week; and
  - b. in the case of monthly statements, in the opening days of the ensuing

month.

All statements will be despatched by 1<sup>st</sup> class post in the UK and sent by airmail overseas.

20. The account holder is responsible for checking the statement promptly against his records and advising the Patent Office contact, printed at the foot of the statement, immediately any discrepancy is detected.
21. The statement will show the balance brought forward from the previous week or month plus the current transactions and closing balance on the account. Each statement transaction will comprise:
  - a. **in the case of a fee sheet or order**, the date of entry in the deposit account records, a description of the transaction, the account holder's reference shown on the fee sheet or order, the unique reference allocated to the fee sheet or order by the Office (these identifiers will be shown on the detailed fee sheet acknowledgement and invoices which provide an analysis of all individual entries on a fee sheet or order processed by the Office), the amount of payment received with the fee sheet, and the Patent Office processed total for the fee sheet or order;
  - b. **in the case of refunds, repayments or adjustments**, the date of entry in the deposit accounting records, the unique reference allocated to the transaction by the Office (this will echo the separate advice sent to the account holder in connection with the transaction) and the total charge or credit associated therewith;
  - c. **In the case of fundings**, the date of entry of the cheque or bank/deposit account transfer in the deposit accounting records, the unique reference allocated by the Office and the amount credited.
22. Once the weekly or monthly statement option has been selected, a statement will automatically be generated for the periods in question, even if there has been no business in that period (the statement will simply show the opening and closing balances). If there have been no transactions in the period and the account has a zero balance then no statements will be issued.

### **Closing of Accounts**

23. A deposit account may be closed upon written request from the account holder.
24. The Patent Office also reserves the right to close an account if it has remained unused for the period of one year. The Patent Office will provide one month's notice of its intention to close accounts and will have regard to any representations made by the account holder before taking a final decision.
25. Where an account is closed, any credit balance on the account will be refunded, or, if the account holder so requires, transferred to another account maintained by the account holder.

### **Change of Account Name and/or Address**

26. If the need arises to change the name of an account or the address of the account holder, formal written notification will be required with appropriate evidence of the basis for the change and must be notified to the Customer Account Manager by a responsible official in the account holder's organisation. Similar considerations will arise when the change of name involves the merger of two or more deposit accounts maintained with the Patent Office.

### **Other Aspects**

27. Any fee sheet, order form, top up notification, e-mail, fax or letter received from the account holder's organisation and containing the relevant deposit account number and title will be treated as a valid instruction to charge or credit the deposit account cited.
28. The fee sheet acknowledgement confirms the receipt and processing by the Patent Office Finance Section of the individual entries contained on a fee sheet. The acknowledgement does not address either filing dates or the adequacy of the documents filed.

Patent Office  
Finance Directorate  
Concept House  
Cardiff Road  
Newport  
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NP10 8QQ

### **1 October 2000 edition**

(Updated December 2005 to include new bank account details - see note 3)