



INVENTOR PACK

TREVOR BAYLIS BRANDS plc

helping inventors

Trevor Baylis Brands plc
The Enterprise Centre (West Wing)
Spelthorne Civic Offices
Knowle Green, Staines, Middlesex
England, United Kingdom TW18 1XB

Telephone: 05601 290240

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Our Service

The purpose of our service is to give you the best technical and commercial advice at the lowest cost. We look at ideas to find those that could be a success. For those that we feel have potential we will then offer to help you make money from those ideas.

Your idea is your Intellectual Property often called just IP. What makes your idea valuable are your Intellectual Property Rights or IPR.

If your idea is a success then other people might copy it. To stop them using your idea you need to create your rights to protect it. There are four ways of doing this. You can patent the idea or register its design. If you have thought of a good brand name for the idea then you can register it as a trade mark. Written documents and pictures have automatic copyright protection. Depending on your idea you could use all of these things to protect it.

Before you spend any time and money on your idea it is important to find out if somebody else has done it already. If they have then you may not be able to use the idea. This may be a disappointment, but it is not as bad as finding out after you have spent money developing your idea.

We have a team of Intellectual Property Experts led by John Grant MBE. They have assessed thousands of inventions, and have helped thousands of inventors with straightforward advice.

What does our Service include?

Patent Search

First we do a patent search to check that no one else has patented a similar idea. We search worldwide for any published patents. We will tell you about any ideas or products that we find that are like your idea. We will provide printouts of any relevant documents. We may also provide commercial information about any products like your idea. Our IP Team will analyse the results of the patent search and write a short report. This report gives their opinion whether your invention can get a patent. We send our assessment to you as a bound report.

Technical Review

If possible we check that the idea will work. We have technical experts led by David Bunting our CEO. If we need special advice then we will ask one of the many experts that we know. Consultations with them are always in the strictest confidence under a Non-Disclosure Agreement.

Commercial Review

Our Commercial Team will look at ideas if the IP team think they are new and can be protected. They will decide if it is likely to sell. If we think that we can help with the idea we may offer you a commercial agreement. We may help by selling a licence for the idea, or by starting a company to sell it. You do not have to accept the agreement and you can take the results of our work and go ahead on your own.

If you do decide to take up our offer then we share the benefits. You keep two thirds of any benefits that we generate, and we keep one third. We share in the rewards and the risks by offering our time, resources and expertise at no cost to you. Our Patent Attorneys will advise you on the best way of protecting the idea and we try and find a way of selling the idea for you. We charge no fees for this.

If you have any questions please don't hesitate to call us on 05601 290240

How long will it take and how much does it cost?

The Inventor Service takes 20 days not including weekends and bank holidays. If your idea is complicated or if we need to contact experts as part of the evaluation it may take longer. If it does we will let you know. The cost of the **Inventor Service** is **£299.00 including VAT**.

We do not charge any other fees.

How to submit your invention

1. Sign the Confidentiality Agreements

Insert the date at the top of each copy of the agreement. Sign the two copies where indicated on the last page. Return one to us, and keep one for your records.

2. Send us a description of your invention

Please fill in the form that we have included. If there is not enough space on the form please add extra sheets but please write your name on them. We will be pleased to see any other drawings, sketches, photographs or videos that you have. We do not need a prototype.

3. Send **ONE** of the Confidentiality Agreements, the Invention Description and Payment form to us at:

**Trevor Baylis Brands plc,
The Enterprise Centre (West Wing)
Spelthorne Civic Offices
Knowle Green, Staines
Middlesex - TW18 1XB**

We will acknowledge receipt of your Invention Description within a week.

Please do not send prototypes or important original documents.

We cannot take responsibility for them, or for items lost in the post.

You can also send the information by Email

Please type your name instead of a signature on the Confidentiality Agreement and we will accept this as indicating your agreement. Please send the completed forms to:

nda@trevorbaylisbrands.com

We can contact you for your credit card details if you do not wish to send them via email or post. Please include a telephone number where we can contact you between 10am and 4pm.

If you have any questions or require help with the documents please contact us either by;

email at; **business@trevorbaylisbrands.com**

or telephone us on **05601 290240**. (Monday to Friday from 9 am to 5 pm)

DISCLAIMER. Our service is designed to be an initial invention assessment where we aim to identify relevant Intellectual Property and / or products and / or technologies to help make informed decisions before further developing invention ideas. Because the databases and markets we search are constantly changing, our findings are not guaranteed or exhaustive. At our absolute discretion we may return all documents and payments to you if we do not believe we can provide a satisfactory service for any reason.

<h2 style="margin: 0;">Invention Description</h2>	<p>Inventor Name:</p> <p>Address:</p> <p>Telephone:</p> <p>Email:</p>
<p>The Invention or Business Idea What do you call your invention? We will use this name for your idea.</p>	
<p>Problem Solved Please say briefly what problem your idea solves.</p> <p>If you can describe the problem and have thought of a way of solving it, but you lack the technical knowledge to design the solution we can still help you.</p> <p>If we think that your solution could work, our technical experts may be able to help with the design.</p>	
<p>Description Please provide a description of your idea and tell us what it does. Please include a sketch of your idea. Use a separate sheet of paper if necessary. If your invention is well developed or highly technical then a more detailed description is very helpful.</p> <p>All we need to know is what it does, how it does it, and what you think it looks like.</p> <p>We need as much information as possible. Please do not worry that your description or drawings may not be good enough. We can work with basic details and we will call you if we need more information. We <u>do not need</u> detailed drawings or prototypes.</p> <p>If you do have a detailed description or design then please enclose a copy of it to help us.</p>	
<p>Prototype Do you have a prototype and if so, who made it? Please do not send us any prototypes. We will ask if we need to see it.</p>	
<p>Similar Products Have you seen anything similar and if relevant, say why your idea is a better solution.</p>	
<p>Patent Information You don't need to have a Patent or Patent Application for us to evaluate your idea. If you have already applied for a Patent or Design Registration please provide details here. Please send copies of any relevant Patent Applications, Specifications and / or the results of a patent-search. Only send copies of original documents please.</p>	

Please continue your description on additional sheets if necessary but please write your name on any additional sheets.

Confidentiality and Non-Disclosure Agreement (NDA)

Guidance notes – to keep for your reference

We realise that the NDA may put you off so we have included this summary to clarify the main points. If you are still not sure what the Agreement means, please take professional advice. You do not need to disclose your idea to any proper professional advisor in order to get legal advice.

This is a summary of the Confidentiality and Non-Disclosure Agreement to be entered into between Trevor Baylis Brands plc referred to as “we”, or “us” and the Inventor referred to as “you”.

More than one inventor?

If you want to add more than one name as the Inventor we can send you a revised agreement. We can do this by email if you have it. Please send the request to nda@trevorbaylisbrands.com.

What is the NDA all about?

The purpose of this Agreement is so that you tell us about your Invention knowing that **we must keep the information confidential.**

What are the main points?

- As you would expect, **we do not get any rights at all in your Invention** (see Clause 5).
- We and you agree to keep any Confidential Information that we give each other secret for a period of at least 5 years from the time that any Confidential Information is exchanged (see Clause 2).
- You are telling us that you have not offered anybody else a share in the Invention and you are not talking to anybody else about it (see Clause 4). Please write to us about this before you sign the Agreement if anyone else is involved. If your idea has been made public or somebody else has a share in the idea we may not be able to act for you. This clause may not apply if you ask us not to consider the commercial aspects of your idea
- You are giving us permission to show your Confidential Information to our professional advisors and other people that could help us (see Clause 3). Anyone that we show the idea to has to agree to a Confidentiality Agreement with us like this one.
- This Agreement lasts for three years or until one of us terminates it in writing earlier. Even if it is terminated the information still remains confidential for 5 years after it is disclosed.
- Whilst the Agreement lasts you can talk to other people about the Idea but must tell us if you do (see Clause 4). We cannot give you the best advice and help unless we have all the facts. You may lose the rights to your idea if you discuss it somewhere else without a confidentiality agreement. This clause may not apply if you have asked us not to consider the commercial aspects of your Idea.
- To help you we might have to give you confidential information from our advisors. To protect that information we are asking you to keep it confidential (see Clause 2).

If you have any questions please don't hesitate to call us on 05601 290240

Disclaimer

This page describing the Non-Disclosure Agreement has been written only to give you a summary of some of the important points of the Agreement. You should read the full Agreement carefully and not just rely on this summary. This summary is not a substitute for specific legal advice and you are advised to take your own legal advice on the implications of the Agreement if you are in any doubt. In addition, this summary is not intended to have any legal effect and neither we nor you should rely on anything contained within it

Confidentiality Agreement - complete this form and keep it safe

THIS AGREEMENT is dated the _____ **BETWEEN** the parties set out below ("**the Parties**"); Trevor Baylis Brands plc company registration no. 04547128 whose business address is The Enterprise Centre (West Wing), Spelthorne Civic Offices, Knowle Green, Staines, Middlesex TW18 1XB ("**TBB**") of the first part; and

Name: _____
of address: _____
Postcode: _____ Telephone: _____
Email: _____

("the Inventor") of the second part;

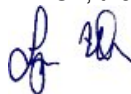
- A. The Inventor has developed a novel business idea or product and/or process ("**the Idea**") details of which will be sent to TBB after the date of this agreement.
- B. The Inventor wishes to have access to TBB's knowledge and experience to review the Idea ("**the Review**") and TBB is willing to do the Review.
- C. In connection with the Review either Party may disclose to the other Party some of its own proprietary information including samples, specifications, formulae, manufacturing processes, know-how, and other technical and economic information to do with the Review ("**the Confidential Information**").
- D. Each Party agrees to disclose its Confidential Information to the other Party ("**the Disclosure**") according to the terms and conditions written below.

The Parties agree as follows:

1. Each Party may disclose to the other Party the Confidential Information needed for the Review.
2. Subject to clause 3 for a period of five (5) years from the date of the Disclosure, each Party shall keep the other Party's Confidential Information secret and shall use it only for the Review, except when this Confidential Information either:
 - 2.1 was known to or independently developed by the one Party before its disclosure by the other Party as confirmed by the written records of the receiving Party;
 - 2.2 is, or becomes, through no act of the receiving Party, available to the public after the date above;
 - 2.3 is disclosed by a third party having a legal right to do so.
3. Each Party confirms that it has the right to disclose its Confidential Information and agrees that the receiving Party can provide the Confidential Information to people within its organisation and its professional advisers but only for the Review and under conditions of confidentiality the same as the terms of this Agreement.
4. The Inventor declares that except as told to TBB in writing before the date of this Agreement the Inventor has not offered any interest whatsoever in the Development to any person and is not discussing it with anyone else.
5. TBB has the right to use the Confidential Information for the Review but no other rights or licences in the intellectual property in the Confidential Information are made or given to any party by this Agreement.
6. Each Party shall return or destroy all copies of the other Party's Confidential Information when the Review work is finished or when either Party asks for it,
7. This Agreement is the only agreement between the Parties about the Idea and the Review. This Agreement overrides any earlier agreements or discussions between the Parties relating to the Idea. Nothing in this Agreement shall limit or exclude any liability for fraud.
8. If any of the provisions contained in this Agreement shall be held invalid, illegal, or unenforceable in any respect, then to the maximum extent permitted by law, the other provisions of this Agreement shall remain in effect.
9. This Agreement shall be governed by the laws of England.
10. This Agreement shall come into effect on the date written above and end three (3) years after that date unless terminated in writing by either Party but the provisions of Clause 2 shall remain in effect whatever the reason for termination.

IN WITNESS WHEREOF, the Parties hereto have executed two copies of this Agreement.

SIGNED by:



Name and title: Lynn Miller, Marketing Director for and on behalf of **Trevor Baylis Brands plc**

SIGNED BY

the Inventor Name:

Confidentiality Agreement - complete this form and send it to TBB

THIS AGREEMENT is dated the _____ **BETWEEN** the parties set out below ("**the Parties**"); Trevor Baylis Brands plc company registration no. 04547128 whose business address is The Enterprise Centre (West Wing), Spelthorne Civic Offices, Knowle Green, Staines, Middlesex TW18 1XB ("**TBB**") of the first part; and

Name: _____
of address: _____

Postcode: _____ Telephone: _____
Email: _____

("the Inventor") of the second part;

- A. The Inventor has developed a novel business idea or product and/or process ("**the Idea**") details of which will be sent to TBB after the date of this agreement.
- B. The Inventor wishes to have access to TBB's knowledge and experience to review the Idea ("**the Review**") and TBB is willing to do the Review.
- C. In connection with the Review either Party may disclose to the other Party some of its own proprietary information including samples, specifications, formulae, manufacturing processes, know-how, and other technical and economic information to do with the Review ("**the Confidential Information**").
- D. Each Party agrees to disclose its Confidential Information to the other Party ("**the Disclosure**") according to the terms and conditions written below.

The Parties agree as follows:

- 1. Each Party may disclose to the other Party the Confidential Information needed for the Review.
- 2. Subject to clause 3 for a period of five (5) years from the date of the Disclosure, each Party shall keep the other Party's Confidential Information secret and shall use it only for the Review, except when this Confidential Information either:
 - 2.1. was known to or independently developed by the one Party before its disclosure by the other Party as confirmed by the written records of the receiving Party;
 - 2.2. is, or becomes, through no act of the receiving Party, available to the public after the date above;
 - 2.3. is disclosed by a third party having a legal right to do so.
- 3. Each Party confirms that it has the right to disclose its Confidential Information and agrees that the receiving Party can provide the Confidential Information to people within its organisation and its professional advisers but only for the Review and under conditions of confidentiality the same as the terms of this Agreement.
- 4. The Inventor declares that except as told to TBB in writing before the date of this Agreement the Inventor has not offered any interest whatsoever in the Development to any person and is not discussing it with anyone else.
- 5. TBB has the right to use the Confidential Information for the Review but no other rights or licences in the intellectual property in the Confidential Information are made or given to any party by this Agreement.
- 6. Each Party shall return or destroy all copies of the other Party's Confidential Information when the Review work is finished or when either Party asks for it.
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- 8. If any of the provisions contained in this Agreement shall be held invalid, illegal, or unenforceable in any respect, then to the maximum extent permitted by law, the other provisions of this Agreement shall remain in effect.
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IN WITNESS WHEREOF, the Parties hereto have executed two copies of this Agreement.

SIGNED by: 

Name and title: Lynn Miller, Marketing Director for and on behalf of **Trevor Baylis Brands plc**

SIGNED BY

the Inventor Name:

Payment - complete and send to TBB with your Invention Description

Please tick the service that you need

Inventor Service – 20 Working Days £299.00

Paying by Cheque:

Please make cheques payable to: 'Trevor Baylis Brands plc' and attach them to this form

Paying by Credit or Debit card:



Please complete the details below:

(you can provide these card details by 'phone during office hours but you must sign below)

your name >>

your address >>

postcode >>

Your daytime telephone no. >>

cardholder name >>

If different from above

cardholder address >>

If different from above

postcode >>

card type >>

VISA
MASTERCARD
MAESTRO
SOLO

card no. >>

valid from >>

expiry >>

Issue number

(Maestro) >>

security >>

(last three digits of the number on the signature strip on the back of the payment card)

I authorise Trevor Baylis Brands plc to charge my credit / debit card with the amount of £299.00 for the Inventor Service in respect of the services provided.

cardholder signature >>

Your Invention – Our Suggestions

So, you have put your thinking cap on and come up with a new invention! Developing your invention and turning it into a successful, moneymaking product can prove to be a minefield. Before you embark on this voyage of discovery, here is some advice from our experts...

- **Keep it to yourself!**

One of the most tempting things to do if you've just come up with an ingenious new invention is to tell people about it, without even a whiff of a confidentiality agreement. Not only does this make your idea liable to be stolen, you will also not be able to patent it, as it will be considered to have entered the public domain. **Contact us if you need a confidentiality agreement for your own use.**

- **Do your research**

So many people come to us with an invention without having dared to find out if it's been done before. Just have a quick look yourself by typing keywords into an Internet Search Engine. Where do you think your invention would be sold? Have a look in those stores or online to see if they currently offer any solutions to the problem that your invention addresses. **If you cannot find anything quite the same, submit your invention to us for a professional search, and to confirm that your invention is new.**

- **Beware of corporations**

It may be tempting to take your idea to one of the big companies - but many of them won't sign a confidentiality agreement. Without this you are in danger of losing the rights to your idea. Before telling anyone about your invention, be sure that they have signed a confidentiality agreement. **Contact us if you need a confidentiality agreement for your own use.**

- **Don't fear lawyers**

All patent attorneys will offer a free half-hour confidential consultation in which they will quickly offer invaluable advice about your invention and the patent implications. The Chartered Institute of Patent Attorneys (www.cipa.org.uk) can provide you with a list of registered attorneys. **We also have advisors on hand to help to answer your questions. You can talk to them on 05601 290236 or send an email to help@trevorbaylisbrands.com.**

- **Protect It!**

In the UK, the first to file a patent gets the right to that invention (in the US it's the first to invent). If the costs of a patent attorney (which can come to thousands of pounds) are outside your means, it may be worth drawing up a rough patent anyway and filing it. In the UK, it's free for the first year, and this means you will have that date logged, and can write "patent pending" on any media about your invention. **A bit stuck with understanding how to protect your invention? Give our experts a call on 05601 290236 or send us an email to help@trevorbaylisbrands.com.**



"We'd better patent this, so the homo sapiens can't steal it from us, like they did with the fire."

- **Follow the four golden patent rules**

The UK Intellectual Property Office will only grant you a patent if you can prove the following:

- your invention must be new and must not already exist anywhere else in the world; It's all about a patent search;
- it must 'involve an inventive step' – similar to the first rule in that the invention must be an original way to solve a problem that wouldn't be obvious to someone who knows about the subject;
- it must 'be capable of industrial application' and actually have a real, practical use;
- and it must not be a specifically excluded subject such as a business method or a piece of software.



The man who invented the wheel.



The man who Patented the wheel.

- **Registered designs and trade marks: the next best thing**

If a patent looks out of the question, a registered design or trade mark can be a much cheaper way to protect the appearance of your idea or your business or product name, slogan or logo. Registering your company name with Companies House is not the same as registering a Trade Mark and a web site domain name has no legal standing in protecting a name or brand. Be sure to check out the patent situation first. **For further advice, please call or email help@trevorbaylisbrands.com.**

- **Stay positive!**

While all these legal complications can seem overwhelming, inventing is a wonderful thing, and the perfect way to escape the drudgery of a 9-to-5 job. A healthy dose of enthusiasm and genuine belief in your idea (as well as a touch of arrogance) can do wonders for you, and for your invention.

- **Don't Give Up!**

Most of you will have heard of Thomas Edison, the famous inventor of the electric light bulb. Edison obtained 1,093 patents in his lifetime, and he believed that inventing useful products offered everyone the opportunity for fame and fortune. He used to say "Genius was 1 percent inspiration and 99 percent perspiration." It is even harder these days to come up with a new invention that has not been done before. But stick at it!

We believe that there is an invention in everyone. But we also recognize that you cannot do it all on your own. You need to draw on the help of a number of different experts to develop your invention and make it a success. For instance:

- **Patent Professionals** - We can help you in the early stages, to be sure that your invention is new and patentable and advise on how best to protect your invention to stop others from stealing it.
- **Prototyping** – To prove that your invention will work, and to have something to demonstrate to possible investors, you are likely to need an expert to make one. Check first that the invention is new, before spending money on a prototype. If you do discuss your invention with a model-maker, they must have signed a confidentiality agreement.
- **Commercial Experts** – For advice on how to approach the market, and negotiating license deals with manufacturers. We have these on board too, for those inventions that prove to be new after the patent search phase. Please call to speak to one of our commercial experts for advice.