



INVENTOR PACK

TREVOR BAYLIS BRANDS plc

helping inventors

Trevor Baylis Brands plc
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Your Invention

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, tangible 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 & 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!

Trevor Baylis believes that there is an invention in everyone. But he also recognizes 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.

Our Service

Our professional patent search will confirm whether your invention really is new and therefore patentable. To stop people from copying your invention, you need to secure patent protection. .

We have a team of Intellectual Property Experts on board who are led by one of our Patent Attorneys, John Grant MBE. They have assessed over 6,000 inventions, and have helped thousands more inventors with advice. The patent search delves into worldwide databases for patent disclosures and other intellectual property that relates to your invention. If you have already applied for, or been granted intellectual property rights for your invention (such as a patent for example) then they will assess your documentation to establish what level of protection you have or can expect to gain.

What does our Service include?

Patent Search

We do a patent search to check that no one else has developed a similar idea. and we will tell you about any similar ideas or products that we find. We will provide printouts of any patent documents that we think are particularly relevant. We may also provide commercial information about any similar products that we find. Our Intellectual Property Team will analyse the results of the patent search and prepare a summary of whether in their opinion, your invention is patentable, and if so, the strength of any protection that could be achieved. We send our assessment to you in a bound report format

Technical Review

As far as possible we check that the idea would work technically. We have technical experts on board, led by David Bunting our CEO. If it needs specialist advice then we will consult with one of the many experts that we have in our network. Such consultations are always in the strictest confidence.

Commercial Review

If we believe that your invention really is new then our Commercial Experts will start to look at its commercial potential. If we believe it has commercial prospects, we will offer you the opportunity to work with us to develop the invention further. We will also advise you on the best way of protecting it, and our Patent Attorneys will help you to achieve this protection. We will offer you an agreement to develop your idea commercially. Under this agreement we will try to help you benefit from the idea by arranging a licence, or by forming a company to market it. You are under no obligation to accept that agreement and you can of course take the results of our work and go ahead on your own. We will only conduct a commercial review for those ideas that we believe are patentable.

If you do decide to take up our offer then this part of our service is offered on a profit-sharing basis. Our standard agreement is for you, the inventor to keep two thirds of any benefits that we generate, and we keep one third. We therefore share in the rewards and the risks by offering our time, resources and expertise at zero-cost to seek a route-to-market for the idea on your behalf. We charge no further fees for this service.

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

The assessment process for the Inventor Service takes 40 working days. If your idea is complex or if we need to contact experts as part of the evaluation it may take longer. In either case we will contact you at the earliest opportunity. Our fee for the **Inventor Service** is **£249.00 including VAT**.

Fast Track Service

We can provide a faster service and deliver the results in 20 working days for an additional charge. The cost of our **Fast Track Service** is currently **£299.00 including VAT**.

If you would like to use this service please **select the Fast track option** on the payment form.

We do not charge any other fees.

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.

Confidentiality Agreement

Guidance notes – to keep for your reference

We realise that the NDA may look a bit daunting 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. It should not be necessary for you to disclose your idea to any proper professional advisor in order to receive legal advice.

This is a summary of the Initial 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 wish to put more than one name as the Inventor, please contact us and we will send you a revised agreement by return. We can do this by email if you have it. Please send the request to business@trevorbaylisbrands.com.

What is the NDA all about?

The purpose of this Agreement is to enable you to disclose to us details of your Invention secure in the knowledge that **we are under an obligation to keep the information confidential.**

What are the main points?

- As you would expect, **we do not acquire any rights whatsoever in your Invention** (see Clause 1).
- The duty of confidentiality remains for a period of 5 years from the time that any Confidential Information is disclosed (see Clause 3).
- You are assuring us that you have not offered any interest in the Invention to any person and are not in negotiations with any other party (see Clause 5). Please let us know in writing prior to signing the Agreement if this is not the case. It can cause confusion and embarrassment if we speak to people to whom you have already spoken. This clause will not apply if you ask us not to consider the commercial aspects of your idea
- We are entitled to disclose your Confidential Information to our professional advisors and other select parties (see Clause 6) and to third parties, provided they enter into a Confidentiality Agreement with us similar to this one (see Clause 7).
- During the term of the Agreement you must inform us of all negotiations which you have with any third party with respect to the Invention (see Clause 10) unless we agree otherwise. This is to avoid the confusion caused by us both talking to the same people. This clause will not apply if you have asked us not to consider the commercial aspects of your Idea.
- For the protection of any of our Confidential Information that we disclose to you, the Agreement is a mutual confidentiality and non-disclosure agreement.

Disclaimer

This page describing the Non-Disclosure Agreement has been prepared for the sole purpose of providing you with a summary of some of the key terms contained within the Agreement. The above summary is not intended to be a substitute for reading the Agreement in full, which you are strongly advised to do. Nor is it intended to be a substitute for specific legal advice and you are advised to take your own such advice on the implications of the Agreement. In addition, this summary is not intended to have any legal effect and neither party is entitled to rely on anything contained within it

Confidentiality Agreement - complete this form and keep it safe

THIS AGREEMENT is made on _____
BETWEEN:

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:

_____ of address: _____

_____ postcode: _____

_____ telephone: _____

_____ Email: _____

(the "Inventor") of the second part.

WHEREAS:

- A. The Inventor has developed a novel product and/or a process for its manufacture (the "Development") details of which will be disclosed to TBB following the date hereof.
- B. TBB has extensive knowledge and experience in assessing the novelty and the merchantability of developments (the "TBB Expertise")
- C. The Inventor wishes to have access to the TBB Expertise in order to determine the novelty and marketability of the Development.
- D. TBB is willing to conduct an appraisal of the Development in order to determine the novelty and the merchantability thereof (the "Appraisal").
- E. In connection with the Appraisal each party (the "Disclosing Party") may disclose to the other (the "Receiving Party") certain of its own proprietary information, including, but not limited to, samples, specifications, formulae, manufacturing processes, know-how, technical descriptions and other technical and economic data, records and information pertaining to the Appraisal (excluding oral information except as set out in clause 2) (the "Confidential Information").
- F. Each party is agreeable to disclosing its Confidential Information to the other party upon the terms and conditions set forth below.

NOW, THEREFORE,

in consideration of the mutual obligations and undertakings hereinafter set forth, the parties hereto hereby agree as follows:

1. Each party will disclose to the other such of its Confidential Information as may be necessary for the Appraisal. For the avoidance of doubt, all intellectual property rights that the Inventor has in the Development and the related Confidential Information shall, subject to any subsequent written agreement to the contrary, remain the absolute property of the Inventor.
2. Confidential Information shall be disclosed in writing or other physical or electronic form, or if orally disclosed, the confidentiality thereof shall be confirmed in writing by the Disclosing Party as soon as practicable after such oral disclosure.
3. Subject to clauses 6 and 7, for a period of five (5) years from the date of disclosure, each party shall maintain the other party's Confidential Information in strict confidence and shall not itself use, except for the benefit of the Disclosing Party, or disclose the same to others without the prior written consent of the Disclosing Party, except when and to the extent that such Confidential Information:
 - 3.1. was known to the Receiving Party prior to the disclosure thereof by the Disclosing Party;
 - 3.2. is, or hereafter becomes, through no act of the Receiving Party, available to the public;
 - 3.3. is disclosed to the Receiving Party by a third party having a bona fide right to do so;
 - 3.4. is developed by the Receiving Party independently of any disclosure made hereunder, as may be evidenced by written records of the Receiving Party; or
 - 3.5. the parties agree that it is not confidential
4. The Receiving Party may disclose Confidential Information to the minimum extent required by:
 - 4.1. any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body;
 - 4.2. the rules of any listing authority or stock exchange on which the shares of any company in the Receiving Party's group are listed or traded; or

- 4.3. the laws or regulations of any country with jurisdiction over the affairs of any company within the Receiving Party's group.
5. The Inventor hereby warrants and represents to TBB that, except as otherwise disclosed in writing to TBB at the date hereof:
- 5.1. the Inventor has not offered any interest whatsoever in the Development to any person; and
- 5.2. the Inventor is not in negotiations with any party relating to any interest whatsoever in the Development.
6. The Disclosing Party agrees that the Receiving Party is entitled to make available the Disclosing Party's Confidential Information to persons within its organisation, professional advisers, bankers or potential investors and their professional advisers on a "need to know" basis and that all persons to whom such Confidential Information is made available will be made aware of the strictly confidential nature of such Confidential Information and the restrictions imposed hereunder on the use thereof.
7. Without prejudice to the rights contained in clause 6, either party may make available the other party's Confidential Information to any other person provided that that person first enters into a confidentiality agreement with the Receiving Party containing confidentiality provisions equivalent to those contained in this Agreement (other than the right contained in this clause to pass the Confidential Information on to third parties).
8. Except as set out herein no rights or licences under any patent or under Confidential Information owned by the Disclosing Party are granted hereunder by such party to the other.
9. Neither party will disclose the other party's interest in the Development or the fact that the parties hereto are working on the Appraisal without such other party's written consent.
10. During the period of this Agreement or until TBB confirms in writing sooner that it is taking no further action in respect of the Development the Inventor shall not alone or with other persons, directly or indirectly, without first informing TBB, procure or induce any other person to acquire any interest of any kind whatsoever in the Development or enter into any agreement, arrangement or understanding (whether legally binding or not) or do or omit to do any act as a result of which any other person may acquire such an interest in the Development.
11. Upon the conclusion of the work undertaken by the parties in connection with the Appraisal or at such earlier time as either party may request, each party shall return to the other or destroy at the other's request such Confidential Information within its possession or control and belonging to such other party.
12. Save for the provisions of Clause 3 above the terms of this Agreement shall terminate three (3) years from the effective date hereof (being the date set out on page 1).
13. In the event that one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, the remaining provisions of this Agreement shall remain in full force and effect to the maximum extent possible.
14. This Agreement shall be binding upon and inure for the benefit of the parties hereto and their respective successors and assigns. The Inventor shall not, without the prior written consent of TBB, be entitled to assign or sub-contract this Agreement or the rights or obligations under it. TBB shall be entitled to assign the benefit or burden of this Agreement to a third party.
15. This Agreement shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate.

SIGNED BY:



Name and Title: Lynn Miller Marketing Director

For and on behalf of TREVOR BAYLIS BRANDS plc

SIGNED BY:

Inventor

Confidentiality Agreement - complete this form and send it to TBB

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AND:

_____ of address: _____

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- A. The Inventor has developed a novel product and/or a process for its manufacture (the "Development") details of which will be disclosed to TBB following the date hereof.
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- F. Each party is agreeable to disclosing its Confidential Information to the other party upon the terms and conditions set forth below.

NOW, THEREFORE,

in consideration of the mutual obligations and undertakings hereinafter set forth, the parties hereto hereby agree as follows:

- 1. Each party will disclose to the other such of its Confidential Information as may be necessary for the Appraisal. For the avoidance of doubt, all intellectual property rights that the Inventor has in the Development and the related Confidential Information shall, subject to any subsequent written agreement to the contrary, remain the absolute property of the Inventor.
- 2. Confidential Information shall be disclosed in writing or other physical or electronic form, or if orally disclosed, the confidentiality thereof shall be confirmed in writing by the Disclosing Party as soon as practicable after such oral disclosure.
- 3. Subject to clauses 6 and 7, for a period of five (5) years from the date of disclosure, each party shall maintain the other party's Confidential Information in strict confidence and shall not itself use, except for the benefit of the Disclosing Party, or disclose the same to others without the prior written consent of the Disclosing Party, except when and to the extent that such Confidential Information:
 - 3.1. was known to the Receiving Party prior to the disclosure thereof by the Disclosing Party;
 - 3.2. is, or hereafter becomes, through no act of the Receiving Party, available to the public;
 - 3.3. is disclosed to the Receiving Party by a third party having a bona fide right to do so;
 - 3.4. is developed by the Receiving Party independently of any disclosure made hereunder, as may be evidenced by written records of the Receiving Party; or
 - 3.5. the parties agree that it is not confidential
- 4. The Receiving Party may disclose Confidential Information to the minimum extent required by:
 - 4.1. any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body;

- 4.2. the rules of any listing authority or stock exchange on which the shares of any company in the Receiving Party's group are listed or traded; or
- 4.3. the laws or regulations of any country with jurisdiction over the affairs of any company within the Receiving Party's group.
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 - 5.1. the Inventor has not offered any interest whatsoever in the Development to any person; and
 - 5.2. the Inventor is not in negotiations with any party relating to any interest whatsoever in the Development.
6. The Disclosing Party agrees that the Receiving Party is entitled to make available the Disclosing Party's Confidential Information to persons within its organisation, professional advisers, bankers or potential investors and their professional advisers on a "need to know" basis and that all persons to whom such Confidential Information is made available will be made aware of the strictly confidential nature of such Confidential Information and the restrictions imposed hereunder on the use thereof.
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10. During the period of this Agreement or until TBB confirms in writing sooner that it is taking no further action in respect of the Development the Inventor shall not alone or with other persons, directly or indirectly, without first informing TBB, procure or induce any other person to acquire any interest of any kind whatsoever in the Development or enter into any agreement, arrangement or understanding (whether legally binding or not) or do or omit to do any act as a result of which any other person may acquire such an interest in the Development.
11. Upon the conclusion of the work undertaken by the parties in connection with the Appraisal or at such earlier time as either party may request, each party shall return to the other or destroy at the other's request such Confidential Information within its possession or control and belonging to such other party.
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13. In the event that one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, the remaining provisions of this Agreement shall remain in full force and effect to the maximum extent possible.
14. This Agreement shall be binding upon and inure for the benefit of the parties hereto and their respective successors and assigns. The Inventor shall not, without the prior written consent of TBB, be entitled to assign or sub-contract this Agreement or the rights or obligations under it. TBB shall be entitled to assign the benefit or burden of this Agreement to a third party.
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate.

SIGNED BY:



Name and Title: Lynn Miller Marketing Director

For and on behalf of TREVOR BAYLIS BRANDS plc

SIGNED BY:

Inventor

How to submit your invention

If you have any questions or require support with the documents please contact us either by email at business@trevorbaylisbrands.com or telephone us on 05601 290240. (Mon-Fri 09:00 17:00)

1. Sign the Confidentiality Agreements

Sign 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

Either using our template as a guide, or in an alternative format. Drawings, sketches and photographs can be useful to help explain your invention.

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

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 items for which we do not ask, or for items lost in the post. If you need any help or guidance please call us on 05601 290240. (Standard Call Rate from BT Mon-Fri 09:00 17:00)

SEND THE FORMS TO:

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

Submit by Email

You can also submit the forms by email if you wish. 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. Please include a telephone number where we can contact you between 9am and 5pm.

Thank you for your interest in our services and we look forward to seeing your idea.

Invention Description	Inventor Name: Address: Telephone: Email:
The Invention or Business Idea What do you call your invention? We will use this name to refer to your idea.	
Problem Solved Please say briefly what problem your idea solves. 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. If we think that your solution could work, our technical experts may be able to help with the design.	
	All we need to know is what it does, how it does it, and what you think it looks like.
Description Please provide a description of your idea and tell us what it does . Please include a sketch of your idea using a separate sheet of paper if necessary. If your invention is well developed or highly technical then a more detailed description is very helpful. We need as much information as possible but please do not worry that your description or drawings may not be good enough. We are quite used to working with basic details and we will call you if we need more information. We <u>do not need</u> elaborate drawings or prototypes. However, if you do have a detailed description or design then please enclose a copy of it to help us.	
Prototype Do you have a prototype and if so, who made it? Please do not send us any prototypes at this stage. We will ask if we need to see it.	
Similar Products Have you seen anything similar and if relevant, say why your idea is a better solution.	
Patent Information You don't need a Patent or Patent Application in place for us to evaluate your idea. If however, 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. Please do not send original documents.	

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

Payment

 - complete and send to TBB with your Invention Description

Please tick the service that you need

- Inventor Service – 40 Working Days £249.00
 Fast Track 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 £249.00 for the Inventor Service or £299.00 for the Fast Track Service in respect of the services provided.

cardholder signature >>