



Schedule of fees

VANEPS Trademarks

2022

VANEPS

Aruba · Bonaire · Curaçao · St. Maarten · Amsterdam



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Aruba

Search	Official fees	Agency fees	Total in USD
Normal trademark search in 1-3 classes	154	246	400
Each additional class	20	20	40

Registration	Official fees	Agency fees	Total in USD
Filing for registration in 1-3 classes	307	393	700
Each additional class	20	30	50

Renewal	Official fees	Agency fees	Total in USD
Filing for registration in 1-3 classes	307	393	700
Each additional class	20	30	50

Recordal	Official fees	Agency fees	Total in USD
Assignment or other transfer, right of lien or seizure of trademark	126	249	375
each subsequent trademark	126	174	300

Aruba (cont'd)

Miscellaneous	Official fees	Agency fees	Total in USD
Accelerated search (2 wk) in 1-3 classes	196	279	475
• each additional class	28	22	50
Proprietor (up to 10 trademarks)	196	154	350
• each additional trademark	14	-	14
Claiming priority	-	100	100
Renewal late filing (< 3m after expiration) surcharge	28	72	100
Filing general power of attorney	28	72	100
Recordal of change of name <i>or</i> address	75	200	275
• each subsequent trademark	75	100	175
• change of name <i>and</i> address	140	260	400
• each subsequent trademark	140	210	350
• change of proxy	28	-	28
• each subsequent trademark	14	-	14
• license for each trademark	75	225	300
Cancellation of registration	20	180	200
Certified copy registration Dutch, 1 page	20	155	175
• English/Spanish, 1 page	28	147	175
• each subsequent page	28	-	28
Status report, 1 page	56	144	200
• each subsequent page	28	-	28

Bonaire, St. Eustatius & Saba

Search	Official fees	Agency fees	Total in USD
Trademark search	-	200	200

Registration	Official fees	Agency fees	Total in USD
Filing for registration in 1-3 classes	310	340	650
Each additional class	48	42	90

Renewal	Official fees	Agency fees	Total in USD
Filing for registration in 1-3 classes	335	340	650
Each additional class	59	41	100

Recordal	Official fees	Agency fees	Total in USD
Assignment or other transfer, right of lien or seizure of trademark	70	155	225
each subsequent trademark up to the 5 th trademark	35	90	125

Miscellaneous-Bonaire, St. Eustatius & Saba (cont'd)

Miscellaneous	Official fees	Agency fees	Total in USD
Claiming priority	19	81	100
Renewal late filing (<6m after expiration) surcharge	166	159	325
Recordal of change of name <i>or</i> address	-	100	100
• change of proxy	28	-	28
• each subsequent trademark	14	-	14
Limitation of goods or services	57	143	200
Certified copy (priority document)	19	56	75
All other certified copies per page	22	78	100

Curaçao

Search	Official fees	Agency fees	Total in USD
Normal trademark search in 1-3 classes	211	239	450
Each additional class	22	28	50

Registration	Official fees	Agency fees	Total in USD
Filing for registration in 1-3 classes	424	451	875
Each additional class	43	47	90

Renewal	Official fees	Agency fees	Total in USD
Filing for registration in 1-3 classes	424	451	875
Each additional class	43	47	90

Recordal	Official fees	Agency fees	Total in USD
Assignment or other transfer, right of lien or seizure and license of trademark	85	165	250
each subsequent trademark	43	82	125

Curaçao (cont'd)

Miscellaneous	Official fees	Agency fees	Total in USD
Accelerated search (1 wk) in 1-3 classes	295	305	600
Proprietor search	106	144	250
Claiming priority	-	50	50
• within 1 month after filing	43	57	100
Renewal late filing (<6m after expiration) surcharge	85	90	175
Recordal of change of name <i>or</i> address	85	165	250
• each subsequent trademark	22	53	75
• change of proxy	85	-	85
• cancellation of registration	-	150	150
Limitation of goods or services	43	147	190
Certified copy (priority document)	30	55	85
All other certified copies per page	34	66	100

St. Maarten

Search	Official fees	Agency fees	Total in USD
Trademark search	-	200	200

Registration	Official fees	Agency fees	Total in USD
Filing for registration in 1-3 classes	422	453	875
Each additional class	43	47	90

Renewal	Official fees	Agency fees	Total in USD
Filing for registration in 1-3 classes	422	453	875
Each additional class	43	47	90

Recordal	Official fees	Agency fees	Total in USD
Assignment or other transfer, right of lien or seizure and license of trademark	85	165	250
each subsequent trademark	43	82	125

St. Maarten (cont'd)

Miscellaneous	Official fees	Agency fees	Total in USD
Claiming priority	-	50	50
• within 1 month after filing	43	57	100
Renewal late filing (<6m after expiration) surcharge	85	90	175
Recordal of change of name <i>or</i> address	-	150	150
• change of proxy	6	-	6
Limitation of goods or services	43	147	190
Cancellation of registration	85	165	250
• each subsequent trademark	43	32	75
Certified copy (priority document)	30	45	75
All other certified copies per page	34	66	100

Important notices

- This schedule of fees supersedes all previous schedules.
- All fees are subject to change at any time.
- Filing fees include costs and services up to the receipt of the certificate and forwarding same to you, unless the relevant bureau raises objections against the application. In case we would have to remove objections from BIP, we would charge on the basis of our hourly rate.
- Filing fees include quarterly courier of original documents. Individual or earlier courier requests will be invoiced separately.
- Curacao fees include 6% turnover tax
- For further advice we perform our services on a time spent basis.
- We are prepared to offer discounts to long term partners and ambassadors of VANEPS Trademarks on the basis of volume in one of more jurisdictions.

Request for proposal

- You may always contact us for a request for a proposal or a questions. We also refer to our website facilitating the process of request for a proposal and questions (<https://www.vaneps.com/expertise/intellectual-property/>)

Attachment I – Requirements for applications

Registration	Requirements
✓	• Full name, address and legal structure of the applicant
✓	• Description of the goods and/or services, indicating the relevant classes (Nice Classification)
✓	• For a device mark: send a jpg file of the logo to trademarks@vaneps.com
✓	• Description of colors, if any
✓	• When priority claim is claimed: a certified copy of the basic application
Renewal	Requirements
✓	• Registration number of the concerned trademark
✓	• Full name, address and legal structure of the applicant
✓	• In case of partial renewal, indication of class and/or description of the goods and/or services
Recordal	Requirements
✓	• Registration number of the concerned trademark.
✓	• Full name, address and legal structure of the applicant.
✓	• Original Deed of Assignment/License/Pledge or a certified copy thereof or any original document proving the assignment/license/pledge.
✓	• Copy of any document evidencing the change of name and/or address. For St. Maarten and the BES-Islands, electronic copies of the required documents will be sufficient
Power of attorney	
Only required for Aruba and Curacao as per attached forms (Attachment II). No legalization or notarization required.	

Attachment II – Power of attorney templates

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Power of Attorney

Aruba

I/We, the Undersigned*

do hereby authorize all lawyers associated with the law firm of VANEPS, attorneys-at-law in Aruba (Aruban Trade Mark [agenticode](#) B-711), each of them acting severally, on behalf of the undersigned to apply at the Bureau for Intellectual Property in Aruba for the:

Registration(s)
Confirmation(s)
Renewal(s)
Cancellation(s)
Recordal of Assignment(s)
[Recordal of Licence\(s\)](#)
[Recordal](#) of change(s) of name and/or address
[Recordal](#) of restrictions of goods, deletions and other changes
Conduct of searches

in respect of trademarks, and for that purpose to sign all necessary documents in the name of the undersigned and, generally, to have any and all necessary entries made in the Trade Mark Register of the Bureau for Intellectual Property in Aruba, in particular in respect of the following trade mark(s):

The undersigned chooses as domicile in Aruba for these purposes: L.G. Smith Boulevard 64, [Oranjestad](#), Aruba.

Date:

Signature

By:

SIGNATURE "BY PROXY" NOT ALLOWED.
LEGALIZATION OF SIGNATURE BY A PUBLIC NOTARY IS NOT REQUIRED.

* Name(s) and address of applicant. Please note that a corporation must include the state under the laws of which it was formed and is existing, and the name and capacity of the officer signing on its behalf.

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Power of Attorney

Curaçao

I/We, the Undersigned*

do hereby authorize Mr. J.M.R. Statius van Eps, M.R.B. Gorsira, D.G.J. Fabius and Ms. R.C. Mogen attorneys-at-law in Curacao, each of them acting severally, on behalf of the undersigned to apply at the Bureau for Intellectual Property of Curacao for the:

Registration(s)
Renewal(s)
Cancellation(s)
Recordal of Assignment(s)
Recordal of Licence(s)
Recordal of change(s) of name and/or address
Recordal of restrictions of goods, deletions and other changes
Conduct of searches

in respect of trade marks in Curacao and for that purpose to sign all necessary documents in the name of the undersigned and, generally, to have any and all necessary entries made in the Trade Mark Register of the Bureau for Intellectual Property of Curacao, in particular in respect of the following trade mark(s):

The undersigned chooses as domicile in Curacao for these purposes the offices of VANEPS, attorneys-at-law, [Julianaoplein](#), no. 22, Willemstad, Curacao.

Place and date:

Signature**

Name:

Title:

* Name(s) and address of applicant. Please note that a corporation must include the state under the laws of which it was formed and is existing, and the name and capacity of the officer signing on its behalf.
** Signature by proxyholder, including by a foreign trademark agent is not allowed. No legalization of signature is required.

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Attachment III – General terms and conditions

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GENERAL TERM AND CONDITIONS

1. These general conditions govern all work performed or to be performed by or on behalf of VANEPS, a public partnership (*openbare vennootschap*), registered with the commercial register of Curaçao under number 87475 and residing there at Julianaplein 22. If the work performed or to be performed, all circumstances considered, have a closer connection with the Aruban partnership of the same name, a partnership (*maatschap*) registered under number H34656.0 in the commercial register of Aruba and resides there at L.G. Smith Boulevard 64, these general conditions govern all work performed or to be performed by or on behalf of that Aruba partnership. The former partnership is referred to in these general conditions, unless, all circumstances considered, the work performed or to be performed have a closer connection with the Aruban partnership. In that event the latter partnership is referred to.
2. The legal entities which are directly or indirectly the partners of VANEPS, the natural persons who are the direct or indirect shareholders of the legal entities that are the partners of VANEPS and the natural persons who are the partners of VANEPS are referred to as "partners" in these general conditions.
3. The term "persons affiliated with VANEPS" includes (a) the persons who are, have been, or will at any time be partners, persons being shareholders in partners and other present and future participation of partners; (b) Stichting Beheer Derdengelden Advocatenkantoor VANEPS; and (c) persons how work or have worked for or who are of have been otherwise affiliated with VANEPS in the capacity of employee, adviser or freelancer, or in any other capacity. A reference in these general conditions includes a reference to natural persons, legal entities and other entities..
4. The term "client" means a person who enters or will enter into a contract for services (*overeenkomst van opdracht*) or other agreement with VANEPS with a view to the performance of work by VANEPS or a person who otherwise has a legal relationship with VANEPS in respect of that work. The term "work" includes the provision of services and other performances by any name.
5. All engagements (*opdrachten*) are accepted and are performed exclusively by VANEPS which shall be exclusively responsible for such performance. VANEPS designates which persons affiliated with VANEPS carry out the work required for the performance of the services under the engagement. All the foregoing applies irrespective of whether the client has entered into the engagement with the express or implicit intention that one or more certain persons affiliated with VANEPS would carry out the work. The articles 7:404 and 7:407 paragraph 2 of the applicable Civil Code contain provisions deviating from the provisions of this article 2 of these general conditions; the applicability of those articles 7:404 and 7:407 paragraph 2 of the Civil Code is excluded.
6. If third party service providers are engaged by VANEPS, the latter shall, where possible, consult with the client beforehand and shall in any event exercise due prudence in the selection of such service providers. VANEPS shall not be liable for any failure, fault or shortcoming of such service providers. VANEPS has the right to accept any limitations of liability stipulated by service providers whose services have been procured by VANEPS.
7. Any and all liability of VANEPS shall be limited to the amount which in the case concerned is claimable under our professional liability insurance plus the amount of the excess which in accordance with the terms of the insurance, VANEPS has to bear in the particular case.
8. Save in an event of willful default or gross negligence by VANEPS, the client shall indemnify and hold VANEPS harmless from and against all actions, claims or demands of third parties – including the actual costs to be incurred by VANEPS in connection therewith – arising from or relating in any way to the work or services performed by VANEPS for the client.
9. Unless otherwise agreed in writing, the fees to be paid by the client will be calculated on the basis of the number of hours worked multiplied by the applicable hourly rate according to the scale of fees as periodically set by VANEPS. Out of pocket expenses paid by VANEPS on behalf of the client will be billed separately. All amounts are exclusive of taxes such as turnover tax or value added tax.
10. To the extent possible, VANEPS will charge on a monthly basis notwithstanding the possibility to invoice at any other time. All invoices sent by VANEPS to the client must be paid within fourteen days from the date of the invoice. Evidence of sending an invoice by mail, courier, fax, e-mail or otherwise according to the administration of VANEPS constitutes the rebuttable presumption of receipt and examination of the invoice on the same day, in case of sending by e-mail or fax, and of receipt and examination not later than one week after sending of the invoice through other means. If the client does not object to the invoice within a period of four weeks after he can be presumed to have received and examined the invoice, he will be considered to have approved the invoice. In such case, the right to adduce any kind of objection against such invoice will have lapsed (*vervallen*). Failing timely receipt of payment of an invoice in its bank account notified in its invoice, VANEPS will charge a compound interest on the amount overdue, at a rate of 12% per annum or statutory interest, whichever is higher. In that case, VANEPS shall have the right to suspend or terminate its services. VANEPS shall not be liable for damages arising as a result of this suspension or termination of its services. In addition, VANEPS shall be entitled to charge collection costs. Internal collection costs shall be charged at an hourly rate equal to the average hourly rate charged in the invoices collected, regardless the seniority or function of the employee, partner or other staff member concerned. Third party costs will be charged on in full. The interest and collection costs stipulated in these general conditions shall be deemed to be part of the salary (*salaris*) for services performed and still to be performed. As regards the applicable fee rates, interest and collection costs, the agreement between VANEPS and its client, to which these general conditions apply, will therefore also constitute an agreement determining the attorney's salary (*overeenkomst ter vaststelling van het salaris van de advocaat*), as contemplated in article 32 of the National Attorneys Ordinance 1959 (*Advocatenlandsverordening 1959*) and in possible subsequent regulations. That article provides that an attorney (*advocaat*) is entitled to conclude such agreements. VANEPS is authorized to (collect and) set off monies received by it or the Stichting Beheer Derdengelden Advocatenkantoor VANEPS (administering VANEPS third party accounts) on behalf of the client against outstanding fees, disbursements and outstanding invoices.
11. When offering commercial communications electronically, VANEPS is obliged to provide certain information. This information can be accessed www.vaneps.com/complaints-procedure and contains, among other things, registration with judicial authorities and professional organizations of the attorneys of VANEPS, applicable professional rules of conduct and complaint procedures available.
12. The conditions in these general conditions have been made also on behalf of the individual partners of VANEPS, the directors of the legal entities that are partners of VANEPS, the legal entities that are persons affiliated to VANEPS, the directors of the latter legal entities; and all persons employed or having been employed by or for VANEPS.
13. The legal relationship between VANEPS and the client is to be governed by the laws applicable in the jurisdiction of the place of residence of the client if this is at Aruba, Bonaire, St. Maarten, St. Eustatius or Saba. In all other cases, including the case in which VANEPS acts on behalf of various clients with different places of residence as contemplated hereinabove, Curaçao law applies. Disputes shall be settled exclusively by the competent forum in Curaçao, or, at VANEPS's sole discretion, the competent forum of Aruba or of the client's place of residence.
14. These general conditions have been written in the Dutch and English languages. In the event of differences in (the interpretation of) the text, the Dutch version shall prevail.



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