

O-252-15

TRADE MARKS ACT 1994

**IN THE MATTER OF APPLICATION NO 2629219
BY PATHWAY FIRST LIMITED TO REGISTER THE TRADE MARK**



The CPD Verification Service

IN CLASS 41

**AND IN THE MATTER OF OPPOSITION
THERE TO UNDER NO 401695
BY THE CPD CERTIFICATION SERVICE LIMITED**

BACKGROUND

1) On 19 July 2012, Pathway First Limited (“the applicant”) applied under the Trade Marks Act 1994 (“the Act”) for registration of the mark shown on the cover of this decision and in respect of the following list of services in Class 41:

Education Services; adult education services; providing training; delivery of work place learning; language teaching; arranging for students to participate in educational activities; arranging of presentations for educational purposes; business education services; conducting of educational courses; education services; educational examination services; vocational education; healthcare training programmes; workplace development training courses; education academy services for teaching languages; education services for imparting language teaching methods; educational services for the teaching of languages; English language education services; foreign language education services; lingual education; second language educational services; academies; arranging and conducting seminars; arranging and conducting of workshops; club services; correspondence courses; education information services; vocational guidance; educational information; recreation information; sign language interpretation; nursery schools; practical training; providing on-line clearance publications, not downloadable; publication of books; publication of electronic books and journals on line; publication of texts, other than publicity texts; boarding schools; teaching services; translation services; tuition; writing of texts, other than publicity texts.

3) On 6 December 2013 the application was published in the Trade Marks Journal and on 10 February 2014, The CPD Certification Service Limited (“the opponent”) filed notice of opposition to the application. The grounds of opposition are in summary:

- a) the application offends under Section 5(2)(b) of the Act because it is similar to an earlier mark in the name of the opponent and in respect of identical or similar services and that there exists “a strong risk of confusion amongst the relevant consumer”;
- b) the application offends under Section 5(4)(a) of the Act because the opponent has continuously and extensively used its mark throughout the UK since 1996. It therefore “has acquired a reputation and goodwill in the name and the mark”. It is claimed that use of the applicant’s mark would result in misrepresentation and damage.

4) The opponent relies on a series of 6 marks, the most relevant to these proceedings, together with other relevant details, are shown below:



Filing date: 19 August 2009
Registration date: 8 January 2010

Class 41: *Education, training and teaching services.*

5) The applicant subsequently filed a counterstatement denying the opponent's claims. It claims that the "CPD" element of the marks is non-distinctive and common to many marks, that the opponent cannot have exclusive rights to a tick because it is commonplace in many sectors. It also claims that the phrases "The CPD certification service" and "The CPD verification service" that appear in the respective marks are descriptive and non-distinctive. It puts the opponent to proof of use, but the earlier mark, being registered less than five years before the date of publication of the contested mark is not subject to the proof of use provisions (see Section 6A of the Act). Consequently, I do not need to comment further on this point.

6) Both sides filed evidence and submissions in these proceedings. I will not summarise the submissions but refer to them as appropriate in my decision. Both sides ask for an award of costs. Both sides were content for a decision to be made from the papers on file

Opponent's Evidence

7) This takes the form of a witness statement by Mr Graeme Savage, Managing Director of the opponent, a position he has held since the company's formation in July 1998. He explains that the purpose of his evidence is to support the claim that the opponent's mark "has acquired a reputation and goodwill in the UK in relation to its services.

8) Mr Savage explains that the opponent was established in 1998 under the name THE CPD CERTIFICATION SERVICE and operated across industry sectors to complement continuous practice development. Its education, training and teaching services are provided under the earlier mark relied upon. Some examples of this mark in use are provided at Exhibit GS1 that consists of copies of 11 certificates dated between 2004 and 2014. These all contain a mark similar to the earlier mark, but with the addition of the word CERTIFIED positioned between the letters CPD and the text.

9) The opponent states that it has used its mark continuously since 1996 (I note that this is two years before the opponent was established) and has operated a website www.cpduk.co.uk since the year 2000 and Mr Savage provides screen shots from the website www.archive.com at Exhibit GS2. These show variations of the earlier mark in 2008 and 2014.

10) Exhibit GS4 consists of photographs of stationery, pens and a paperweight, all bearing the earlier mark. Exhibit GS5 consists of a brochure describing benefits provided by the opponent to its members. This shows the opponent's earlier mark and also two other variant uses (with the additional words MEMBER and CERTIFIED respectively). Exhibit GS6 illustrates examples of how members of the opponent's scheme use its mark to demonstrate that their training has been accredited and validated by the opponent. These all show the same, slightly different mark referred to in paragraph 8, above.

11) Mr Savage points out that the IPO itself is a member of the opponent's scheme and he provides an example of the IPO's own use of the opponent's mark at Exhibit GS7. Once again, this version of the mark is similar to that referred to in paragraph 8, with the addition of the word CERTIFIED. In other respects, the mark is the same as one of the earlier marks relied upon

12) The opponent generates 90% of its income through membership fees with the balance coming from "road seminars". Evidence of sales is provided at Exhibit GS9 in the form of copy invoices dated between 1998 and 2014. These invoices are typically in the region of £1k to £2.5k. Mr Savage explains that in view of the number of possible invoices to exhibit, he has restricted himself to providing one invoice from each year. The earlier mark appears in the letterhead of the invoices dated 29 June 2000 and on the examples shown for every year between 2006 and 2014.

Applicant's Evidence

13) This takes the form of a witness statement by Mr Nigel Edward Parker, patent attorney and sole proprietor of N E Parker & Co, the applicant's representative in these proceedings. Mr Parker conducted a search of the register for marks that include the letters CPD in an attempt to demonstrate that

many marks on the register, in the names of different proprietors, include these letters and that no one party can claim exclusive rights in the use of these letters. He attaches the results of this search at Exhibit A, but it is not necessary for me to detail these here.

DECISION

Section 5(2)(b)

14) Section 5(2)(b) reads:

“(2) A trade mark shall not be registered if because –

(a) ...

(b) it is similar to an earlier trade mark and is to be registered for goods or services identical with or similar to those for which the earlier trade mark is protected,

there exists a likelihood of confusion on the part of the public, which includes the likelihood of association with the earlier trade mark.”

15) The following principles are gleaned from the decisions of the EU courts in *Sabel BV v Puma AG*, Case C-251/95, *Canon Kabushiki Kaisha v Metro-Goldwyn-Mayer Inc*, Case C-39/97, *Lloyd Schuhfabrik Meyer & Co GmbH v Klijsen Handel B.V.* Case C-342/97, *Marca Mode CV v Adidas AG & Adidas Benelux BV*, Case C-425/98, *Matratzen Concord GmbH v OHIM*, Case C-3/03, *Medion AG v. Thomson Multimedia Sales Germany & Austria GmbH*, Case C-120/04, *Shaker di L. Laudato & C. Sas v OHIM*, Case C-334/05P and *Bimbo SA v OHIM*, Case C-591/12P:

(a) The likelihood of confusion must be appreciated globally, taking account of all relevant factors;

(b) the matter must be judged through the eyes of the average consumer of the goods or services in question, who is deemed to be reasonably well informed and reasonably circumspect and observant, but who rarely has the chance to make direct comparisons between marks and must instead rely upon the imperfect picture of them he has kept in his mind, and whose attention varies according to the category of goods or services in question;

(c) the average consumer normally perceives a mark as a whole and does not proceed to analyse its various details;

(d) the visual, aural and conceptual similarities of the marks must normally be assessed by reference to the overall impressions created by the marks

bearing in mind their distinctive and dominant components, but it is only when all other components of a complex mark are negligible that it is permissible to make the comparison solely on the basis of the dominant elements;

(e) nevertheless, the overall impression conveyed to the public by a composite trade mark may be dominated by one or more of its components;

(f) however, it is also possible that in a particular case an element corresponding to an earlier trade mark may retain an independent distinctive role in a composite mark, without necessarily constituting a dominant element of that mark;

(g) a lesser degree of similarity between the goods or services may be offset by a great degree of similarity between the marks, and vice versa;

(h) there is a greater likelihood of confusion where the earlier mark has a highly distinctive character, either per se or because of the use that has been made of it;

(i) mere association, in the strict sense that the later mark brings the earlier mark to mind, is not sufficient;

(j) the reputation of a mark does not give grounds for presuming a likelihood of confusion simply because of a likelihood of association in the strict sense;

(k) if the association between the marks creates a risk that the public will wrongly believe that the respective goods or services come from the same or economically-linked undertakings, there is a likelihood of confusion.

Comparison of services

16) In assessing the similarity of services, it is necessary to apply the approach advocated by case law and all relevant factors relating to the respective goods and services should be taken into account in determining this issue. In *Canon Kabushiki Kaisha v. Metro-Goldwyn-Mayer* the Court of Justice of the European Union (“the CJEU”) stated at paragraph 23:

‘In assessing the similarity of the goods or services concerned, as the French and United Kingdom Governments and the Commission have pointed out, all the relevant factors relating to those goods or services themselves should be taken into account. Those factors include, *inter alia*, their nature, their intended purpose and their method of use and whether they are in competition with each other or are complementary.’

17) Other factors may also be taken into account such as, for example, the distribution channels of the services concerned (see, for example, *British Sugar Plc v James Robertson & Sons Limited (TREAT)* [1996] RPC 281).

18) I also bear in mind the following guidance of the GC in *Gérard Meric v OHIM*, T-133/05:

“29 In addition, the goods can be considered as identical when the goods designated by the earlier mark are included in a more general category, designated by the trade mark application (Case T-388/00 *Institut für Lernsysteme v OHIM – Educational Services (ELS)* [2002] ECR II-4301, paragraph 53) or when the goods designated by the trade mark application are included in a more general category designated by the earlier mark (Case T-104/01 *Oberhauser v OHIM – Petit Liberto (Fifties)* [2002] ECR II-4359, paragraphs 32 and 33; Case T-110/01 *Vedial v OHIM – France Distribution (HUBERT)* [2002] ECR II-5275, paragraphs 43 and 44; and Case T- 10/03 *Koubi v OHIM – Flabesa (CONFORFLEX)* [2004] ECR II-719, paragraphs 41 and 42).”

19) Finally, in terms of understanding what a "complementary" relationship consists of, I note the judgment of the GC in *Boston Scientific Ltd v Office for Harmonization in the Internal Market (Trade Marks and Designs) (OHIM)* Case T-325/06 where it was stated:

"It is true that goods are complementary if there is a close connection between them, in the sense that one is indispensable or important for the use of the other in such a way that customers may think that the responsibility for those goods lies with the same undertaking (see, th that effect, Case T-169/03 *Segio Rossi v OHIM - Sissi Rossi (SISSI ROSSI)* [2005] ECR II-685, paragraph 60, upheld on appeal in Case C-214/05 *P Rossi v OHIM* [2006] ECR I-7057; Case T-364/05 *Saint-Gobain Pam v OHIM - Propamsa (PAM PLUVIAL)* [2007] ECR II-757, paragraph 94; and Case T-443/05 *El Corte Ingles v OHIM - Bolanos Sabri (PiraNAN diseno original Juan Bolanos)* [2007] ECR I-0000, paragraph 48)."

20) Unhelpfully, neither side has provided any evidence or submissions regarding the claimed similarity of all of the respective services. I, therefore, consider the issue using my experience as a member of the general public, but not as an average consumer for all the services listed in the respective parties' lists of services.

21) With the exception of the services discussed below, the applicant's list of services consists of either broad terms (e.g. *education services* and *providing training*) being identical to, or analogous with, the very broad terms covered by

the opponent's list of services. Applying the guidance from *Meric*, all these terms cover identical services to those listed in the opponent's specification.

22) I discuss each of the remaining terms of the applicant's specification, below:

Club services: the normal interpretation of this term would not include education, training or teaching. Rather, it will be understood as a service of bringing together like-minded individuals to participate in a shared activity or interest. Therefore the services are not identical. Further, they will have different purposes and methods of use. In addition, the respective services are not normally in competition with each other and are not normally provided via the same trade channels. Consequently, I conclude that these services share no similarity with any of the opponent's services.

recreation information: Information, by its nature, has the purpose of informing and therefore, in the broadest sense, also educating the user. Consequently, there may be some similarity to the opponent's services in respect of nature. However, the intended purpose is to inform the user about recreational issues rather than to educate in the normal understanding of the term. Education is generally a proactive service, where there is engagement with the individual being educated. Providing information generally does not have this proactive element and, therefore, the methods of use are not similar. The respective services are not in competition, nor are they obviously complementary in the sense expressed in *Boston Scientific*. Finally, it is not obvious to me that similar trade channels are involved. Taking all of this together, I conclude that any similarity is very low.

sign language interpretation and translation services, providing on-line clearance publications, not downloadable; publication of books; publication of electronic books and journals on line; publication of texts, other than publicity texts, writing of texts, other than publicity texts: None of these services appear to have any similarity with the opponent's services. They all have a different purpose and nature. They are provided in a different way and, therefore, do not share methods of use. They are not obviously in competition or complementary in the sense defined in *Boston Scientific* and they do not obviously share trade channels. Therefore, in the absence of any evidence or submissions to the contrary, I conclude that these services are not similar to the opponent's services.

The average consumer

23) The average consumer is deemed to be reasonably well informed and reasonably observant and circumspect. For the purpose of assessing the likelihood of confusion, it must be borne in mind that the average consumer's

level of attention is likely to vary according to the category of goods or services in question: *Lloyd Schuhfabrik Meyer, Case C-342/97*. In *Hearst Holdings Inc, Fleischer Studios Inc v A.V.E.L.A. Inc, Poeticgem Limited, The Partnership (Trading) Limited, U Wear Limited, J Fox Limited*, [2014] EWHC 439 (Ch), Birss J. described the average consumer in these terms:

“60. The trade mark questions have to be approached from the point of view of the presumed expectations of the average consumer who is reasonably well informed and reasonably circumspect. The parties were agreed that the relevant person is a legal construct and that the test is to be applied objectively by the court from the point of view of that constructed person. The words “average” denotes that the person is typical. The term “average” does not denote some form of numerical mean, mode or median.”

24) The average consumer of education, training and teaching services is both individuals seeking out particular education choices and businesses with a training or educational requirement. Therefore, there is a broad spectrum of consumers. The nature of such services is that there will be more than an average level of care and attention paid during the purchasing process because the consumer needs to ensure that the training or educational course or other such packet of services is selected correctly and is appropriate to their needs. The purchasing process will often be visual with the services being selected from brochures and the like and also the online equivalents, however, I do not ignore that there may be word-of-mouth recommendations and bookings by telephone where aural considerations will play a part.



Comparison of marks

25) It is clear from *Sabel BV v. Puma AG* (particularly paragraph 23) that the average consumer normally perceives a mark as a whole and does not proceed to analyse its various details. The same case also explains that the visual, aural and conceptual similarities of the marks must be assessed by reference to the overall impressions created by the marks, bearing in mind their distinctive and dominant components. The CJEU stated at paragraph 34 of its judgment in Case C-591/12P, *Bimbo SA v OHIM*, that:

“.....it is necessary to ascertain, in each individual case, the overall impression made on the target public by the sign for which registration is sought, by means of, inter alia, an analysis of the components of a sign and of their relative weight in the perception of the target public, and then, in the light of that overall impression and all factors relevant to the circumstances of the case, to assess the likelihood of confusion.”

26) It would be wrong, therefore, to artificially dissect the marks, although, it is necessary to take into account the distinctive and dominant components of the

marks and to give due weight to any other features which are not negligible and therefore contribute to the overall impressions created by the marks. The respective marks are:

Opponent's mark	Applicant's mark
	

27) Both the applicant's mark and the opponent's mark readily divide into a number of separate components. It is common ground between the parties that the largest component in both marks is the letters CPD. This appears in a two-dimensional effect on a black rectangle in the case of the applicant's mark and in a three-dimensional effect in the opponent's mark. Both marks also have text appearing at the bottom. The third element of each mark is a tick device. In the applicant's mark this replaces the letter "V" in the word "verified" and appears at the top of the mark. Additionally, the applicant's mark has a line border. In the opponent's mark, the tick device is larger and appears with the word/letter elements of the mark superimposed over it.

28) The opponent submits that case law supports the argument that an element within a complex mark is of weak distinctive character does not mean it cannot be the dominant element of the mark. On the other hand, the applicant submits that the letters CPD and other elements of the respective marks are all non-distinctive components (but arranged in a unique way in each mark). I concur with the applicant insofar as the distinctive character of each mark resides in the totality rather than any one individual element. Every element of each mark is, on its own, non-distinctive. A tick device confirms or intensifies the "verification" or "certification" message of each mark and in respect of the applicant's mark, the use of the tick device to replace the "v" in the word "verified" does not affect the non-distinctive nature of the word. The letters CPD appear to be an acronym for Continuing Professional Development and the respective strap lines merely describe the service provided. The letter stylisation, colour, borders and background of the respective marks are insufficient to lift any one element from its non-distinctiveness.

29) In conclusion, due to their lack of distinctive character, no one element of either mark can be considered to be the dominant and distinctive element and no one element has greater weight than any other. Rather, the distinctive character of each mark resides in the combination of all their combined individual elements.

30) Having considered the dominant and distinctive elements of the respective marks, I now consider their level of similarity. Visually, there is a common occurrence of a tick device, the letters CPD and of similar strap lines, positioned in the same place at the bottom of each mark. These factors all combine to create a high level of similarity. This finding is not disturbed to any measurable extent by the fact that the applicant's mark also contains the word "verified" (where the tick device appears in place of the letter "v"), a different typeface for the letters CPD and a dark background and border. Similarly, the colour and different shades used in the opponent's mark does not create any great visual difference.

31) Aurally, it is not clear to me how the consumer will approach the marks. I am not assisted by the parties as neither has provided submissions on this point. One possibility is that the largest element of each mark, namely the letters CPD will be referred to. A further possibility is that they will be referred to by their respective strap lines "The CPD Certification Service" and "The CPD Verification Service". In respect to the first possibility, the marks are aurally identical. In the second possibility, there is a difference in that the word "certification" appears in the opponent's mark and the word "verification" appears in the applicant's mark. Nevertheless, the respective phrases are identical in length and share the same remaining three elements and I conclude that is this is how the respective marks are referred to then there is a high level of aural similarity.

32) Conceptually, the marks are also very similar in all respects except that the opponent's mark refers to "certification" whereas the applicant's marks refer to "verification/verified". The respective definitions of these terms are:

verification

noun

[mass noun]

1 The process of establishing the truth, accuracy, or validity of something: *the verification of official documents*¹

certification

noun

[mass noun] chiefly North American

1 The action or process of providing someone or something with an official document attesting to a status or level of achievement: *a fundamental requirement for organic certification the certification of teachers*²

33) It can be seen from these definitions that the words, whilst not interchangeable, are similar with "verification" being used in the applicant's mark

¹ Oxford Dictionaries at <https://www.oxforddictionaries.com/definition/english/verification>

² Oxford Dictionaries at <https://www.oxforddictionaries.com/definition/english/certification>

to describe the process of validating that training has occurred. Similarly, the opponent uses “certification” to describe the process of certifying that training has occurred. Any subtle difference between the respective uses of certification and verification are insufficient to disturb what is otherwise a high level of conceptual similarity.

Distinctive character of the earlier trade mark

34) I must consider the distinctive character of the earlier mark because the more distinctive it is, either by inherent nature or by use the greater the likelihood of confusion (*Sabel BV v Puma AG* [1998] RPC 199). The distinctive character of the earlier trade mark must be assessed by reference to the goods for which it is registered and by reference to the way it is perceived by the relevant public (*Rewe Zentral AG v OHIM (LITE)* [2002] ETMR 91).

35) The opponent’s evidence illustrates that it has used its mark continuously since 1996 and has provided exhibits to support this. However, it provides limited evidence regarding the scale of such use. The only indication is provided by the sample invoices shown at Exhibit GS9. Only one invoice for each year is exhibited and Mr Savage explains that these are only a sample, but the volume of business is not disclosed. Consequently, I am unable to conclude that the mark benefits from any enhanced distinctive character.

36) When considering the mark’s level of inherent distinctive character, I have already commented that it consists of a number of non-distinctive elements that are distinctive because of the way they are presented together. Nevertheless, the level of distinctive character of the mark as a whole remains low.

Likelihood of confusion

37) I must adopt the global approach advocated by case law and take into account that marks are rarely recalled perfectly with the consumer relying instead on the imperfect picture of them he has in kept in his mind (*Lloyd Schuhfabrik Meyer & Co. GmbH v. Klijsen Handel B.V* paragraph 27). I must take into account all factors relevant to the circumstances of the case, in particular the interdependence between the similarity of the marks and that of the goods or services designated (*Canon Kabushiki Kaisha v Metro-Goldwyn-Mayer Inc*)

38) Both sides’ arguments are focussed almost entirely upon the similarities and distinctiveness or otherwise of the respective marks. On the one hand, the opponent contends that the similar size and position in the respective marks of the letters CPD and strap line components together with the common occurrence of a tick device will lead to a likelihood of confusion. On the other hand, the applicant submits that in light of a descriptive concept of the letters CPD and the other elements of the marks then particular attention must be paid to the different stylisations. To this end, it contends that the overall the respective marks are

visually very different with each consisting of otherwise non-distinctive components, each arranged in a unique way.

39) In *Gurwitch Products LLC v Firm of ABX* BL O/229/13, Mr Iain Purvis QC, sitting as the appointed person commented as follows:

22. In other words, simply considering the level of distinctive character possessed by the earlier mark is not enough. It is important to *ask 'in what does the distinctive character of the earlier mark lie?'* Only after that has been done can a proper assessment of the likelihood of confusion be carried out

40) In this case, I have already found that the distinctive character of the respective marks resides in their totality because of the non-distinctive character of the individual elements of each mark. That said, I do not agree with the applicant when it submits that each individual mark has its own unique get up capable of distinguishing the marks in the minds of the average consumer. It is my view that, taking account of imperfect recollection, such differences will go unnoticed by the average consumer. The concept of continuous professional development (as represented by the letters CPD), the presence of a tick device and the presence in the same part of the marks of a very similar strap line leads me to conclude that, when imperfect recollection is factored in, there is a likelihood of direct confusion where the average consumer confuses one mark for the other. Even if I am wrong and the average consumer notices that the marks are not the same, because of the commonality of the said elements then the consumer will, nevertheless, believe that the services originate from the same or linked undertaking. Therefore, there would be a likelihood of indirect confusion.

41) The above findings relate to where I have found the applicant's goods to be identical with those of the opponent, namely:

Education Services; adult education services; providing training; delivery of work place learning; language teaching; arranging for students to participate in educational activities; arranging of presentations for educational purposes; business education services; conducting of educational courses; education services; educational examination services; vocational education; healthcare training programmes; workplace development training courses; education academy services for teaching languages; education services for imparting language teaching methods; educational services for the teaching of languages; English language education services; foreign language education services; lingual education; second language educational services; academies; arranging and conducting seminars; arranging and conducting of workshops; ...; correspondence courses; education information services; vocational guidance; educational information; ...; ...; nursery schools; practical training; ...; ...; ...; ...; boarding schools; teaching services; ...; tuition;

42) The opposition based on Section 5(2)(b) of the Act fails in respect of services where there is no similarity, or only a low level of similarity, namely:

Club services; ...recreation information; sign language interpretation; ..., providing on-line clearance publications, not downloadable; publication of books; publication of electronic books and journals on line; publication of texts, other than publicity texts; translation services; ...writing of texts, other than publicity texts;

Section 5(4)(a)

43) The opponent's has claimed a reputation and goodwill going back to 1996, but it has provided little detail regarding the scale of this other than to say that it is involved in all industry sectors in the UK and exhibited invoices illustrating income of around £1k to £2.5k per year. It has made no separate submissions regarding this ground of opposition leaving the distinct impression that it is not seriously pursuing this ground. I believe it would be correct to infer from the evidence that the opponent has the requisite goodwill (the test is set lower than that in respect of enhanced distinctive character that I discussed at paragraphs 34 to 36, above). However, in the absence of submissions to the contrary, I do not see how the opponent's case is furthered beyond what I have already found in respect to Section 5(2)(b) and I do not see its case being any stronger under this ground. Consequently, I will not consider the Section 5(4)(a) grounds further.

COSTS

44) The opponent has been largely successful and is entitled to a contribution towards its costs according to the published scale in Tribunal Practice Notice 4/2007. I keep in mind that both sides filed evidence and written submissions but that no hearing took place. I reduce the award by 25% to reflect the opponent's approximate 75% success. I award costs as follows:

Preparing a statement and considering the counterstatement	£300
Opposition fee	£200
Evidence and considering other side's evidence	£400
Preparing written submissions and considering other side's submissions	£150
25% reduction for partial success	(£262.50)
Total:	£787.50

45) I order Pathway First Limited to pay The CPD Certification Service the sum of £787.50 which, in the absence of an appeal, should be paid within 14 days of the expiry of the appeal period.

Dated this 2nd day of June 2015

**Mark Bryant
For the Registrar,
the Comptroller-General**