

BL O-495-19

TRADE MARKS ACT 1994

TRADE MARK REGISTRATION NO. 3177505

IN THE NAME OF VETERANS BREAKFAST CLUB CIC

AND APPLICATION NO. 84792 THERETO BY

DERECK HARDMAN

TO RECTIFY THE REGISTER

Background and pleadings

1) Trade mark registration no. 3177505 was applied for on 31 July 2016 and then registered on 4 November 2016 for services in class 35. This is the mark in question:



The application to register the trade mark was filed in the name of Veterans Breakfast Clubs CIC, which is incorporated at Companies House under number 10251007. At the time of filing Mr Dereck Hardman and Mr John Terry were the company directors.

2) On 12 March 2018, Mr David Williamson applied on Form TM16 for a change of ownership to be recorded from the company listed above to Veterans Breakfast Clubs C.I.C.¹, which is incorporated at Companies House under number 11161286. Attached to the Form TM16 was an assignment document evidencing that an assignment took place. I shall refer to this as the “disputed assignment document”.

3) On 23 March 2018, confirmation of recordal of the change of ownership by assignment was confirmed. It is the change of ownership via assignment that Mr Hardman contests under his application for rectification of the register (Form TM26R) which was filed on 29 March 2018. Mr Hardman seeks to rely upon section 64 of the Trade Marks Act 1994 (“the Act”), which I shall address in detail later in this decision.

4) Mr Williamson states that he is a director of the current registered proprietor, a position he has held since 22 January 2018, and on behalf of the existing trade mark

¹ It will later become apparent why it appears there to be two companies with identical names.

proprietor, filed a counterstatement claiming that an assignment took place and the recordal of the change of ownership should stand.

5) Mr Williamson and Mr Hardman are the two main protagonists in these proceedings with the former acting on behalf of the current proprietor and the latter by himself seeking to change the register ownership details to how they were.

6) Both parties filed large quantities of evidence and submissions, which includes additional evidence from the applicant which I allowed into the proceedings following a case management conference held on 5 April 2019. Mr Williamson did initially indicate that he wanted a main hearing, but he subsequently withdrew this request. Therefore, this decision is taken following very careful consideration of the evidence and submissions filed.

The law

7) The power to rectify the register is set out in section 64 of the Trade Marks Act 1994 (“the Act”), the relevant parts of which read:

“64.-

(1) Any person having a sufficient interest may apply for the rectification of an error or omission in the register:

Provided that an application for rectification may not be made in respect of a matter affecting the validity of the registration of a trade mark.

(2) [...]

(3) Except where the registrar or the court directs otherwise, the effect of rectification of the register is that the error or omission in question shall be deemed never to have been made.

(4) [...]

(5) [...]”.

8) Section 72 is also relevant. It states:

“In all legal proceedings relating to a registered trade mark (including proceedings for rectification of the register) the registration of a person as proprietor of a trade mark shall be prima facie evidence of the validity of the original registration and of any subsequent assignment or other transmission of it”.

EVIDENCE

9) Both parties filed numerous witness statements and many exhibits to support their claims. Filed as exhibits, Mr Hardman also submits three witness statements from third parties who were involved in the breakfast clubs. I can confirm that I have read all the evidence and submissions but given the repetitious and overlapping nature of the evidence I shall not summarise it all here but shall refer to the relevant parts where necessary in my decision.

PRELIMINARY POINT

10) On 12 March 2018 Mr Williamson submitted form TM16 which is an “application to record a change of ownership”. Mr Williamson requested that ownership of the trade mark registration, the subject of these rectification proceedings, be changed from Veterans Breakfast Clubs CIC (company number 10251007) to Veterans Breakfast Clubs CIC (company number 11161286). The form was accompanied by the assignment document which is at the heart of these proceedings and duplicated in full at paragraph 14.

11) The recordal of the change of ownership was duly actioned which led to a complaint and this rectification being filed by Mr Hardman. Whilst I do not consider it necessary to detail the complaint in this decision, I should point out that the function of the office is to grant intellectual property rights and not police such rights. Thousands of requests to record ownership and representative changes are received and actioned by the office each year. It is not practice to challenge or “double-check” that these recordals are correct since this would place an undue burden on the office when only a tiny proportion end in a dispute such as this. Further, making any

additional checks may unduly delay the recordal and be another, and in the vast majority of cases and unnecessary, administrative layer. In instances where the recordal is made erroneously there are mechanisms in place for an aggrieved party to take to rectify the situation.

DECISION

Sufficient interest?

12) The first question to ask is whether Mr Hardman has a sufficient interest to apply for rectification? He is a director of the company which he claims to be the true proprietor of the trade mark registration and therefore he clearly has a sufficient interest to bring this action.

Chronology of events

13) There is little dispute between the parties about the chronology of events, which I outline as follows:

- **25 June 2016:** Mr Hardman and Mr Terry formed the “Veteran Breakfast Clubs CIC” which was incorporated under company number 10251007.² Both were listed as directors. The organisation was formed as an umbrella to formalise a movement of armed forces veterans who meet, network and support one another. At the time the statement of case was filed there were approximately 260 of these across the UK.

- **19 July 2016:** Mr Terry and Mr Hardman signed the organisation’s ‘constitution’³. It lists Mr Hardman as the Chairman and Founder with Mr Terry as Deputy Chairman and ‘National Organiser’. There is no mention of trade marks or any intellectual property rights.

² An extract from Companies House filed as Appendix A to Mr Hardman’s statement of case confirms this.

³ A copy of ‘the constitution’ is filed under Exhibit B.

- **31 July 2016:** Mr Terry applied to register the trade mark, the subject of these rectification proceedings. It was filed in the name of Veterans Breakfast Clubs CIC (company registration no. 10251007) with Mr Terry listed as the “representative”.
- **7 February 2017:** Mr Terry resigns as Director, wishing no further involvement with the breakfast club. This was recorded at Companies House on 1 April 2017⁴.
- **10 May 2017:** Mr Hardman filed Form TM21A (“Change of owner’s name, address or email) with the UK IPO (“UK Intellectual Property Office”) replacing Mr Terry’s contact details with his own. It should be pointed out that the Form TM21A has no bearing on the ownership of the trade mark registration and is purely an administrative form for updating address and email contact information.
- Mr Hardman states that in the club’s infancy it used Facebook as its platform to promote the breakfast clubs. However, since he recognised that many veterans would not use Facebook he enlisted the ‘free of charge’⁵ services of Mr Williamson, a volunteer and former armed forces veteran. It is not clear when this took place, but it was clearly some time prior to 22 January 2018 and likely to be after 10 May 2017.
- **17 January 2018:** The company name (no. 10251007) was changed at Companies House from ‘Veterans Breakfast Clubs CIC’ to ‘Armed Forces & Veterans Breakfast Clubs CIC’. Mr Hardman states that the change of name was to attract younger members rather than just veterans.
- **22 January 2018:** Unbeknown to Mr Hardman, Mr Williamson registered the company name ‘Veterans Breakfast Clubs Limited’. It was incorporated under no. 11161286.

⁴ Exhibit D to Mr Hardman’s witness statement of 14 September 2018 comprises of a copy of an extract from the Companies House website confirming Mr Terry resigned on 1 April 2017.

⁵ Paragraph 5 of Mr Hardman’s witness statement of 14 September 2018

- **15 February 2018:** Mr Williamson changed the company name (no. 11161286) to 'Veterans Breakfast Clubs C.I.C.', which is the same as the original company name filed by Mr Hardman (company number 10251007). Mr Hardman states that at the time of changing the name Mr Williamson advised him that it was to protect the original name and prevent others from using it. Mr Hardman accepted this to be reasonable behaviour.

- **3 March 2018:** Mr Hardman signs" the disputed assignment document" (I shall address this at length later in my decision).

- **23 March 2018:** Full assignment of the trade mark registration from Veterans Breakfast CIC (company number 10251007) to Veterans Breakfast Clubs C.I.C. (company number 11161286) was recorded with the UK IPO.

The disputed assignment document

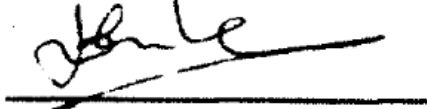
14) The legitimacy and effect of the disputed assignment document is at the heart of this contentious dispute. I reproduce a copy of it in full below:

Confirmation of purchase of Logo/Trademark (IPO - Trade mark NumberUK00003177505)

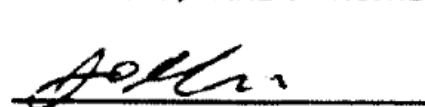
From -

JOHN RICHARD FIELDING TERRY
Veterans Breakfast Clubs CIC
6 Westgate
Scotton
Gainsborough
Lincolnshire
DN21 3QX
United Kingdom

SIGNATURE PREVIOUS OWNER



SIGNATURE/NAME OF WITNESS



DATE

7 MAR 2018

SIGNATURE/NAME OF CIC DIRECTOR

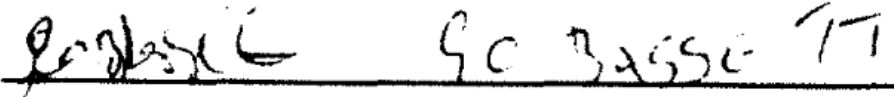
(Company no. 10251007)



D J. HARDMAN

Authorised.

SIGNATURE/NAME OF WITNESS



DATE

3/3/18

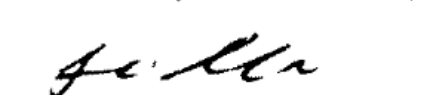
To:

DAVID WILLIAMSON
Veterans Breakfast Clubs CIC
2 Osbourne Drive
Keyingham
Hull
HU12 9SL
United Kingdom

SIGNATURE NEW OWNER



SIGNATURE/NAME OF WITNESS



DATE

7 MARCH 2018

15) The circumstances surrounding the signing of the disputed assignment document differ and so I outline each person's position as follows.

Mr Williamson's version of events

16) Mr Williamson states that, "around late February 2018 it became apparent to me that Mr John Terry, who had by then resigned as a Director of the First CIC, and who was in poor health, had not been paid by the First CIC."⁶ Mr Williamson therefore suggested to Mr Hardman that he would be willing to pay Mr Terry his costs "if the ownership of the logo and the Mark could in return be transferred to the Respondent [the registered proprietor], with me as the administrative contact."⁷ He claims that Mr Hardman agreed and so on 3 March 2018 he asked him to sign the disputed assignment document. He describes the time of signing as follows:

"So far as I can remember, I put the documents in front of the Applicant on that date, and said to him "Dereck can you sign this, please". He asked me what it was, and I explained "It is the documents to collect the paperwork and transfer the logo over to me and the new CIC, which John Terry had previously had". The Applicant appeared relieved to be dealing with the issue and replied (in his words) "Oh, fuck yeah"⁸.

17) Mr Williamson then states that Mr Hardman signed the disputed assignment document before him and Mr Bassett. Mr Williamson goes on to state at paragraphs 15 to 17 that:

"Once the Applicant had signed the document exhibited as his Appendix F, on 3 March 2018, I then agreed with the Applicant that I would visit Mr Terry and conclude the transaction with my own funds. Mr Terry gave me his bank account details on 5 March 2018, I made a test transfer of £1 which Mr Terry

⁶ Paragraph 11 of his counterstatement

⁷ Ditto

⁸ Paragraph 13 of Mr Williamson's counterstatement dated 15 June 2018, which was presented as a witness statement

confirmed he had received, and on 7 March I visited Mr Terry at his home for him to review and sign the paperwork which had already been signed by the Applicant on 3 March 2018. John Terry's neighbour, Mr Slee, witnessed John's signature and mine.

At first, John Terry mistakenly dated his signature 7 March 2017, but upon realising his mistake he corrected his error and initialised the change. This is a simple correction and not the "tampered" date that is alleged by the Applicant.

I attach hereto as exhibit DW1 a redacted extract from the bank statement of the Respondent which shows the £1 test payment to Mr Terry, funds injected by me personally in the amount of £860, and a payment out to Mr Terry on 7 March of £566."

18) I duplicate exhibit DW1 below which Mr Williamson describes as being an extract from the current owner's bank account. It is noted that the account name has been redacted from the statement.

>	07/03/2018	JOHN TERRY	-£566.00	[REDACTED]
>	06/03/2018	WILLIAMSON	£860.00	[REDACTED]
[REDACTED]				
>	05/03/2018	JOHN TERRY	-£1.00	[REDACTED]

Mr Hardman's version of events

19) Mr Hardman's gives his account of signing the disputed assignment document at paragraph 29 of his witness statement that:

"...David Williamson attended our Armed Forces & Veterans Breakfast Club in Hull, and informed me he had been to see John Richard Fielding Terry, paid

him for the cost of the registration of the CIC and the Trademark with money he had held back from the CIC, which I had always said should be the case. He asked me to sign a note of transfer, acknowledging the use of the fund to reimburse John Terry, and the transfer of the original documentation to “the CIC”, which I did. I was pleased because it meant that he was no longer holding much of the CIC’s funds, and we had achieved what I’d hoped to do as far as John Terry was concerned; for me, although Mr Terry was no longer a director, nor had he any connection to the CIC, his reimbursement was a matter of honour.”

20) He goes on to say at paragraph 32 that:

“David Williamson is in possession of the original version of this document, and I have been sent this copy by a third party. This document resembles the document I signed, but it has been tampered with/changed. The document did not state that it was to sign over ownership of the trademark to the possession of David Williamson when I signed it, as I have previously stated in section 29 above. The verbal explanation David Williamson gave me was not “*this document is to sign the Trademark over to me*” when I signed it, or I would **not** have signed it. I did not asked for, or take a copy, because he was a trusted administrator of our local club, and a National Administrator at the time.”

21) Mr Hardman’s belief that the disputed assignment document had been tampered with led to an allegation of fraud with the Police. I pause at this point to briefly address the various allegations of fraud and other illegal activities. There have been numerous claims to fraudulent and other illegal acts (including the theft of beer), some of which were reported to the Police. The evidence also includes numerous bank account extracts whereby it is claimed that money has either been taken or not accounted for correctly. It is not for this tribunal to forensically examine the bank accounts to determine if money has or has not been stolen. Moreover, some of the claims made appear to be ongoing before the Police and Courts and it would be wholly inappropriate for me to comment on them. Nevertheless, what is clear, is that there have not been any formal findings of fraud or any other illegal activity which would impact these rectification proceedings.

22) Returning to the disputed assignment document, according to section 24(3) of the Act for an assignment to be effective must be. a) in writing and, b) signed by the assignor. The relevant section of the Act is as follows (emphasis added):

“24(3) An assignment of a registered trade mark, or an assent relating to a registered trade mark, is not effective unless it **is in writing signed by or on behalf of the assignor or**, as the case may be, **a personal representative.**”

23) Mr Hardman claims that the disputed assignment document is fundamentally flawed and cannot be relied upon. One of these criticisms is Mr Bassett’s involvement. Mr Bassett is an armed forces veteran and has “been involved for a number of years in the Breakfast Clubs network in and around Hull”. Mr Bassett states that on 3 March 2018 he was present at the Barker’s Breakfast Club. Amongst those present were Mr Hardman, Mr Williamson, Mr Williamson’s wife, a Mr and Mrs Pearson and a Ms Mason. At paragraphs 5 and 6⁹ Mr Bassett states that:

“At that meeting, I witnessed Mr Hardman’s signature on the document which I exhibit here as GB1. At that time, however, Mr Terry and Mr Williamson had not yet signed it.

It was clear to me at the time that Mr Hardman was not put under any sort of pressure to sign the document, and that he did so quite willingly. I would not have wanted to witness the document had I believed otherwise. So far as I can recall, I believe that Mr Hardman understood the nature of what he was being asked to sign.”

24) In Mr Hardman’s additional evidence dated 10 March 2019 he provides as an exhibit a witness statement from Mr Bassett dated 10 December 2018. Mr Bassett’s states that he wishes to “retract” his original statement. He goes on to say that:

⁹ The witness statement is dated 15 June 2018.

“In light of facts that I am now in possession of, it is my belief, that Mr Hardman was not aware of Mr Williamson’s intentions when he was asked to sign the document submitted as an authorisation to transfer ownership of the trademark. I was led to understand that Mr Hardman was aware of this fact, but it is now my belief that Mr Hardman was misled.”

25) Mr Hardman claims¹⁰ that “Gordon Bassett has retracted his statement saying he witnessed my signature” and he also states that “Gordon Bassett who allegedly witnesses my signature was not present when I signed the document I was presented, so he could not have ‘witnessed’ my signature, neither was John Terry.”¹¹. Mr Hardman also points out that on 7 March 2019 Mr Bassett was sentenced to six months in prison.

26) Mr Bassett’s second statement, filed as an exhibit to Mr Hardman’s witness statement of 10 March 2019, does not directly address whether he was present when Mr Hardman signed the document. His comments are more focussed on what he considers Mr Hardman’s intentions to be. I do not consider there is anything to be drawn from Mr Bassett’s views on what Mr Hardman did or did not intend. In the first instance he appears to have believed Mr Williamson’s version of events and since then he retracted this to reflect what Mr Hardman believes to be correct. I find Mr Bassett’s statements to be unreliable and no conclusion(s) can be drawn from them.

Other argued flaws with the disputed assignment document

27) Throughout Mr Hardman’s evidence and submissions, he claims that his understanding is that for a trade mark registration to be transferred/assigned then all the directors must sign the document. The Act does not make such provision and in the absence of evidence or argument that this was a breach of some form of contract that the organisation agreed, or it was a breach of an implicit fiduciary position, I reject this line of argument from Mr Hardman.

¹⁰ Paragraph 1.d of his witness statement of 10 March 2019

¹¹ Paragraph 36 of his witness statement of 14 September 2018

28) Mr Hardman also highlights that there is no date next to his name. This is not a statutory requirement. Further, Mr Hardman signed the document and did not himself write the date on it. A further criticism raised is that the company number does not appear next to Mr Hardman's name but is present to Mr Williamson's. Again, this is not a requirement.

29) In the present case, Mr Hardman, who was a director of the previous owner, i.e. the assignor, signed the disputed assignment document. At the top of the disputed assignment document it clearly states: "Confirmation of purchase of Logo/Trademark IPO – Trade mark Number UK0003177505". Whilst I will address Mr Hardman's remaining criticisms shortly, what was being purchased is clear and unambiguous. Therefore, on a prima facie basis, the assigning document is valid and the recordal of the assignment was not made in error.

Is there any further reason why the change of ownership should be reverted?

30) Mr Hardman argues that to the best of his recollection he did not sign the form in the format it is presented, and even if he had his understanding was that it was merely confirmation of payment to Mr Terry for applying for the trade mark application. To support this, Mr Peter Barker, who is the co-founder of the first Armed Forces & Veterans Breakfast Club, states that he was present at the time Mr Hardman had signed the disputed assignment document stating that "I witnessed the signing of 'a document' that looked similar to the one presented as 'proof' of transfer, but at no point did Mr Williamson say to Mr Hardman that the document he as signing was to transfer the possession of the trademark into the possession of Mr Williamson"¹².

31) Exhibit C to Mr Williamson's witness statement of 3 January 2019 is a copy of an email from Mr Hardman dated 26 March 2018. The name of the person sending the email to Mr Hardman and the date the initial email was sent have been redacted and it has not been provided in Mr Williamson's covering witness statement. I duplicate the exhibit in full below:

¹² Paragraph 10 of Mr Barker's witness statement dated 25 July 2018.

Willid - Dave.Williamson

Subject: RE: AFVBC DH admitted he was not under duress and signed

From: HARDMAN Dereck [mailto:Dereck.Hardman@hamon.com]

Sent: 26 March 2018 12:48

To: [REDACTED]

Subject: RE: Dave Williamson

Oh, I wasn't under duress... (STUPIDLY) I was trusting!!!

I was glad someone was rolling up their sleeves and helping... he'd gone to see JT, got his hands on the paperwork, and was sorting it... so when he said we are settled with John Terry, sign here and we have officially transferred all the documentation over to the Breakfast Clubs... I did it ... NOT realising I was actually signing it over to him!!! The only indication of that is the word 'To' above his details... but that form has been altered and Gordon wasn't present.

Kindest regards

 **Dereck**



Project Manager
HAMON UK Ltd

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From: [REDACTED] [mailto:[REDACTED]]

Sent: [REDACTED]

To: HARDMAN Dereck

Subject: RE: Dave Williamson

Hi

Did you sign this document under duress? You are the person with significant control so it may not have required Massey's signature (a solicitor would advise you on that). You haven't even dated your signature. It isn't a legal document at the witness was not present when you signed. There's something very dodgy about that document. Again, have you instructed a solicitor? Do you have access to funds to do this. I'm sure we can raise a bit for some initial advice.

[REDACTED]

32) As stated above, Mr Williamson has not advised who sent the initial email to Mr Hardman and the information has been redacted. Further, it has been filed as an exhibit to Mr Williamson's witness statement rather than being first-hand. Accordingly, it is hearsay evidence. The relevant part of the Trade Marks Tribunal Work Manual relating to hearsay states:

"4.8.10 Hearsay

Hearsay evidence is oral or written statements made by someone who is not a witness in the case but which the Court or Tribunal is asked to accept as evidence for the truth of what is stated.

If a witness statement, affidavit or statutory declaration contains hearsay evidence, it should be filed in sufficient time and it should contain sufficient particulars to enable the other party or parties to deal with the matters arising out of its containing such evidence. If the provision of further particulars of or relating to the evidence is reasonable and practicable in the circumstances for that purpose, they should be given on request.

It is also to be borne in mind that in estimating the weight (if any) to be given to hearsay evidence in proceedings before the Tribunal, the Tribunal and those acting on its behalf shall have regard to any circumstances from which any inference can reasonably be drawn as to the reliability or otherwise of the evidence. In estimating the weight, if any, to be given to hearsay evidence attention is drawn to the provisions of section 4 of the Civil Evidence Act 1995, which states:-

“4(1) In estimating the weight (if any) to be given to hearsay evidence in civil proceedings the court shall have regard to any circumstances from which any inference can reasonably be drawn as to the reliability or otherwise of the evidence.

(2) Regard may be had, in particular, to the following -

(a) whether it would have been reasonable and practicable for the party by whom the evidence was adduced to have produced the maker of the original statement as a witness;

(b) whether the original statement was made contemporaneously with the occurrence or existence of the matters stated;

(c) whether the evidence involves multiple hearsay;

(d) whether any person involved had any motive to conceal or misrepresent matters;

(e) whether the original statement was an edited account, or was made in collaboration with another or for a particular purpose;

(f) whether the circumstances in which the evidence is adduced as hearsay are such as to suggest an attempt to prevent proper evaluation of its weight.”

33) I see no reason at all why the sender of the email could not have produced the evidence of their own accord (point a, above). In fact, no reason has been offered by Mr Williamson. The email does not contain multiple hearsay (point c, above), however given the highly contentious nature of these proceedings, claims to fraud and the claim that the disputed assignment document was tampered with, there appears to be a motive to conceal or misrepresent matters which have not been addressed (point d, above).

34) Mr Hardman chose not to comment on the email¹³ and so there is no claim that it has been edited. However, I do note that the Subject heading at the top states “RE: AFVBC DH admitted he was not under duress and signed” which differs (for obvious reasons) to the subject matter to the email Mr Hardman allegedly sent, i.e. “RE: David Williamson”. Therefore, it has clearly been edited, albeit to a limited degree. It is noted, however, that Mr Hardman has not provided any comment about this email and that it was not made contemporaneously (point b, above).

35) With regard to point f, I see no reason to adduce the evidence as hearsay as an attempt to prevent proper evaluation of its weight because taking each factor into account I consider it to have very little weight anyway. Therefore, Mr Williamson will have gained little (if any) advantage in presenting the evidence in this manner. To conclude, the statement has very little evidential weight.

¹³ Witness statement filed as additional evidence dated 10 March 2019

36) Mr Hardman points out that at the top of the disputed assignment document it states that it is “From Mr John Richard Fielding Terry” then below this is “Veterans Breakfast Clubs CIC”. Mr Hardman argues that Mr Terry was not the owner at the time and therefore he cannot assign it. Whilst I understand why this criticism was raised, further down the page it says “To: David Williamson” then below this “Veterans Breakfast Clubs CIC” and Mr Williamson recorded himself as the representative with the IPO. Therefore, reference to Mr Terry is purely as its representative and not the owner. Notwithstanding this, the key point is that Mr Hardman, who was a director of the owner, did sign the form which is sufficient to comply with section 24(3) of the Act.

37) At this stage I point out that there is a burden of proof on Mr Hardman to prove his case¹⁴. He has not provided cogent evidence that I should disregard the disputed assignment when he clearly signed it, nor is there a sufficient reason why the recordal of the change of ownership should be rectified. Taking all the evidence and submissions into account Mr Hardman’s clearly signed the disputed assignment document, but he simply did not recognise the consequences of doing so. It is clear from the evidence, in particular the hearsay statements filed by Diane Pearson and Christine Mason who attested to Mr Hardman’s charitable nature, and submissions that he is passionate about the breakfast club. He has dedicated a lot of time and effort into making it a success. However, having considered all of the evidence and submissions filed, Mr Hardman’s email duplicated at paragraph 29 candidly summarises the position. The evidence suggests that Mr Williamson formed an alternative CIC which he did not want Mr Hardman to be a part of but this is not sufficient to overcome the contractual agreement that signing the disputed assignment document formed.

CONCLUSION

38) Mr Hardman’s application for rectification is dismissed.

¹⁴ See Mr Hobbs QC comments, sitting as the Appointed Person, in *John Williams and Barbara Williams v Canaries Seaschool SLU*, BL O-074-10

COSTS

39) The registered proprietor has been successful and is entitled to a contribution towards its costs. Awards of costs in proceedings commenced after 1 July 2016 are governed by Annex A of Tribunal Practice Notice (“TPN”) 2 of 2016. As the registered proprietor is unrepresented, at the conclusion of the evidence rounds the tribunal invited it to indicate whether it intended to make a request for an award of costs and, if so, to complete a pro-forma indicating a breakdown of its actual costs, including providing accurate estimates of the number of hours spent on a range of given activities relating to the prosecution of the proceedings. It was made clear to the registered proprietor that if the pro-forma was not completed costs may not be awarded. The registered proprietor did not respond to that invitation within the timescale allowed (nor has any response been received from it prior to the date of the issuing of this decision). Therefore, I decline to make an award of costs.

Dated this day of 23 August 2019

MARK KING

For the Registrar,

The Comptroller-General