

O/0028/26

TRADE MARKS ACT 1994

IN THE MATTER OF REGISTRATION NO. 906545198
IN THE NAME OF EASYTERRA BESLOTEN VENNOOTSCHAP
FOR THE TRADE MARK:

EasyTerra

IN CLASSES 35 AND 39

AND AN APPLICATION FOR REVOCATION THERETO
UNDER NO: 508080
BY KILBURN & STRODE LLP

BACKGROUND AND PLEADINGS

1. The trade mark shown on the cover page of this decision (“the contested mark”) stands registered in the name of EasyTerra Besloten Vennootschap (“the proprietor”). The contested mark was filed on 28 December 2007 and was registered on 12 February 2009 for services in classes 35 and 39.¹

2. The contested mark is a comparable mark. Under Article 54 of the Withdrawal Agreement between the UK and the EU, the UK IPO created comparable UK trade marks for all right holders with an existing registered EUTM or International Registration designating the EU. As a result, the contested mark was converted into a comparable UK trade mark. Comparable UK marks are now recorded in the UK trade mark register, have the same legal status as if they had been applied for and registered under UK law, and the original filing dates remain the same.

3. On 22 November 2024, Kilburn & Strode LLP (“the applicant”) filed an application seeking to revoke the contested mark on the grounds of non-use under sections 46(1)(a) and 46(1)(b) of the Trade Marks Act 1994 (“the Act”).²

4. Under section 46(1)(a) of the Act, the applicant claims non-use in respect of all services in the five year period following the date on which the contested mark was registered, i.e. 13 February 2009 to 12 February 2014, with an effective date of revocation of 13 February 2014.

5. Under section 46(1)(b) of the Act, the applicant claims non-use of the contested mark in respect of all services for the following periods: 22 November 2014 to 21 November 2019, with an effective date of revocation of 22 November 2019; and 22 November 2019 to 21 November 2024, with an effective date of revocation of 22 November 2024.

¹ See the Annex to this decision.

² The provisions of the Act relied upon in these proceedings are assimilated law, as they are derived from EU law. Although the UK has left the EU, section 6(3)(a) of the European Union (Withdrawal) Act 2018 (as amended by Schedule 2 of the Retained EU Law (Revocation and Reform) Act 2023) requires tribunals applying assimilated law to follow assimilated EU case law. That is why this decision refers to decisions of the EU courts which predate the UK's withdrawal from the EU.

6. The proprietor filed a counterstatement defending its registration in respect of the following services:

Class 35 Business administration; the aforesaid services relating to the rental and leasing of vehicles.

Class 39 Mediation regarding the rental and leasing of vehicles; consultancy relating to the rental and leasing of vehicles; the aforesaid services also via the Internet.

7. Neither party requested a hearing, and only the proprietor filed written submissions in lieu of a hearing. This decision is taken following a careful perusal of the papers on file.

8. The proprietor is represented by Freeths LLP; the applicant being a firm of European and UK Patent and Trade Mark Attorneys, are self-represented.

EVIDENCE AND SUBMISSIONS

9. Only the proprietor filed evidence. This was in the form of two witness statements:

- The witness statement of Serena Drummond dated 2 April 2025, which is accompanied by 3 exhibits (SD1 to SD3). Ms Drummond is a Trainee Trade Mark Attorney acting on behalf of the proprietor.
- The witness statement of Tjeerd Kramer dated 4 April 2025, which is accompanied by 15 exhibits (TK1 to TK15). Mr Kramer is the Founder and Chief Executive Officer of the proprietor.

10. The proprietor filed written submissions in lieu dated 30 July 2025.

DECISION

Section 46

11. Section 46 of the Act is relevant to the revocation proceedings which states:

“46. - (1) The registration of a trade mark may be revoked on any of the following grounds-

(a) that within the period of five years following the date of completion of the registration procedure it has not been put to genuine use in the United Kingdom, by the proprietor or with his consent, in relation to the goods or services for which it is registered, and there are no proper reasons for non-use;

(b) that such use has been suspended for an uninterrupted period of five years, and there are no proper reasons for non-use;

(c) [...]

(d) [...]

(2) For the purpose of subsection (1) use of a trade mark includes use in a form (the “variant form”) differing in elements which do not alter the distinctive character of the mark in the form in which it was registered (regardless of whether or not the trade mark in the variant form is also registered in the name of the proprietor), and use in the United Kingdom includes affixing the trade mark to goods or to the packaging of goods in the United Kingdom solely for export purposes.

3) The registration of a trade mark shall not be revoked on the ground mentioned in subsection (1)(a) or (b) if such use as in referred to in that paragraph is commenced or resumed after the expiry of the five year period and before the application for revocation is made:

Provided that, any such commencement or resumption of use after the expiry of the five year period but within the period of three months before the making of the application shall be disregarded unless preparations for the commencement or resumption began before the proprietor became aware that the application might be made.

(4) [...]

(5) Where grounds for revocation exist in respect of only some of the goods or services for which the trade mark is registered, revocation shall relate to those goods or services only.

(6) Where the registration of a trade mark is revoked to any extent, the rights of the proprietor shall be deemed to have ceased to that extent as from-

(a) the date of the application for revocation, or

(b) if the registrar or court is satisfied that the grounds for revocation existing at an earlier date, that date”.

12. Section 100 of the Act states that:

“If in any civil proceedings under this Act a question arises as to the use to which a registered trade mark has been put, it is for the proprietor to show what use has been made of it”.

13. As the contested mark is a comparable mark, pursuant to paragraph 8 of Part 1, Schedule 2A of the Act, the proprietor may rely upon use of the mark in the EU for any parts of the relevant periods which fall prior to IP Completion Day, being 31 December 2020.³ The only use after that date that is of relevance is use in the UK.

³ Paragraph 8 of Part 1, Schedule 2A of the Act.

14. As noted previously, under section 46(1)(a), the relevant period for assessing whether there has been genuine use is 13 February 2009 to 12 February 2014 (“the first relevant period”), while the relevant periods under section 46(1)(b) are 22 November 2014 to 21 November 2019; and 22 November 2019 to 21 November 2024 (“the second relevant periods”). A finding of genuine use during the second relevant periods will be sufficient to avoid revocation of the mark under section 46(1)(b), and, by virtue of section 46(3), section 46(1)(a). Provided that such use is deemed to be genuine use, this will be the case even if the evidence in relation to the first relevant period is deemed insufficient.

15. In *easyGroup Ltd v Nuclei Ltd & Ors* [2023] EWCA Civ 1247, Arnold LJ summarised the law relating to genuine use as follows:

“105. The principles applicable to determining whether there has been genuine use of a trade mark have been considered by the CJEU in a considerable number of cases, the principal decisions being Case C-40/01 *Ansul BV v Ajax Brandbeveiliging BV* [2003] ECR I-2439, Case C-259/02 *La Mer Technology Inc v Laboratories Goemar SA* [2004] ECR I-1159, Case C-416/04 *P Sunrider Corp v Office for Harmonisation in the Internal Market (Trade Marks and Designs)* [2006] ECR I-4237, Case C-442/07 *Verein Radetsky-Order v Bunderversammlung Kamaradschaft 'Feldmarschall Radetsky'* [2008] ECR I-9223, Case C-495/07 *Silberquelle GmbH v Maselli-Strickmode GmbH* [2009] ECR I-2759, Case C-149/11 *Leno Marken BV v Hagelkruis Beheer BV* [EU:C:2012:816], Case C-609/11 *Centrotherm Systemtechnik GmbH v Centrotherm Clean Solutions GmbH & Co KG* [EU:C:2013:592], Case C-141/13 *P Reber Holding & Co KG v Office for Harmonisation in the Internal Market (Trade Marks and Designs)* [EU:C:2014:2089], Case C-689/15 *W.F. Gözze Frottierweberei GmbH v Verein Bremer Baumwollbörse* [EU:C:2017:434] and Joined Cases C-720/18 and C-721/18 *Ferrari SpA v DU* [EU:C:2020:854].

106. Ignoring issues which do not arise in the present case, such as use in relation to spare parts or second-hand goods and use in relation to a sub-category of goods or services, the principles may be summarised as follows:

(1) Genuine use means actual use of the trade mark by the proprietor or by a third party with authority to use the mark: *Ansul* at [35] and [37].

(2) The use must be more than merely token, that is to say, serving solely to preserve the rights conferred by the registration of the mark: *Ansul* at [36]; *Sunrider* at [70]; *Verein* at [13]; *Leno* at [29]; *Centrotherm* at [71]; *Reber* at [29].

(3) The use must be consistent with the essential function of a trade mark, which is to guarantee the identity of the origin of the goods or services to the consumer or end user by enabling him to distinguish the goods or services from others which have another origin: *Ansul* at [36]; *Sunrider* at [70]; *Verein* at [13]; *Silberquelle* at [17]; *Centrotherm* at [71]; *Leno* at [29]; *Gözze* at [37], [40]; *Ferrari* at [32].

(4) Use of the mark must relate to goods or services which are already marketed or which are about to be marketed and for which preparations to secure customers are under way, particularly in the form of advertising campaigns: *Ansul* at [37]. Internal use by the proprietor does not suffice: *Ansul* at [37]; *Verein* at [14]. Nor does the distribution of promotional items as a reward for the purchase of other goods and to encourage the sale of the latter: *Silberquelle* at [20]-[21]. But use by a non-profit making association can constitute genuine use: *Verein* at [16]-[23].

(5) The use must be by way of real commercial exploitation of the mark on the market for the relevant goods or services, that is to say, use in accordance with the commercial *raison d'être* of the mark, which is to create or preserve an outlet for the goods or services that bear the mark: *Ansul* at [37]-[38]; *Verein* at [14]; *Silberquelle* at [18]; *Centrotherm* at [71].

(6) All the relevant facts and circumstances must be taken into account in determining whether there is real commercial exploitation of the mark, including: (a) whether such use is viewed as warranted in the economic sector concerned to maintain or create a share in the market for the

goods and services in question; (b) the nature of the goods or services; (c) the characteristics of the market concerned; (d) the scale and frequency of use of the mark; (e) whether the mark is used for the purpose of marketing all the goods and services covered by the mark or just some of them; (f) the evidence that the proprietor is able to provide; and (g) the territorial extent of the use: *Ansul* at [38] and [39]; *La Mer* at [22]-[23]; *Sunrider* at [70]-[71], [76]; *Centrotherm* at [72]-[76]; *Reber* at [29], [32]-[34]; *Leno* at [29]-[30], [56]; *Ferrari* at [33].

(7) Use of the mark need not always be quantitatively significant for it to be deemed genuine. Even minimal use may qualify as genuine use if it is deemed to be justified in the economic sector concerned for the purpose of creating or preserving market share for the relevant goods or services. For example, use of the mark by a single client which imports the relevant goods can be sufficient to demonstrate that such use is genuine, if it appears that the import operation has a genuine commercial justification for the proprietor. Thus there is no de minimis rule: *Ansul* at [39]; *La Mer* at [21], [24] and [25]; *Sunrider* at [72]; *Leno* at [55].

(8) It is not the case that every proven commercial use of the mark may automatically be deemed to constitute genuine use: *Reber* at [32].

107. The trade mark proprietor bears the burden of proving genuine use of its trade mark: see section 100 of the 1994 Act and *Ferrari* at [73]-[83]. The General Court of the European Union has repeatedly held that genuine use of a trade mark cannot be proved by means of probabilities or suppositions, but must be demonstrated by solid and objective evidence of effective and sufficient use of the trade mark on the market concerned: see e.g. Case T-78/19 *Lidl Stiftung & Co KG v European Union Intellectual Property Office* [EU:C:2020:166] at [25]. It has also repeatedly held that the smaller the commercial volume of the exploitation of the mark, the more necessary it is for the proprietor to produce additional evidence to dispel any doubts as to the genuineness of its use: see e.g. *Lidl* at [33]. In *Awareness Ltd v Plymouth City*

Council [2013] RPC 24 Mr Daniel Alexander KC sitting as the Appointed Person said:

19. For the tribunal to determine in relation to what goods or services there has been genuine use of a mark during the relevant period, it should be provided with clear, precise, detailed and well-supported evidence as to the nature of that use during the period in question from a person properly qualified to know.

...

22. ... it is not strictly necessary to exhibit any particular kind of documentation but if it is likely that such material would exist and little or none is provided, a tribunal will be justified in rejecting the evidence as insufficiently solid. That is all the more so since the nature and extent of use is likely to be particularly well known to the proprietor itself. A tribunal is entitled to be sceptical of a case of use if, notwithstanding the ease with which it could have been convincingly demonstrated, the material actually provided is inconclusive. By the time the tribunal ... comes to take its final decision, the evidence must be sufficiently solid and specific to enable the evaluation of the scope of protection to which the proprietor is legitimately entitled to be properly and fairly undertaken, having regard to the interests of the proprietor, the opponent and, it should be said the public.”

16. Proven use of a mark which fails to establish that “the commercial exploitation of the mark is real” because the use would not be “viewed as warranted in the economic sector concerned to maintain or create a share in the market for the services protected by the mark” is not, therefore, genuine use.

Evidence of use

17. In its notice of defence, the proprietor claims that use has been made in respect of some of the services for which the mark is registered. I must therefore consider

whether, or the extent to which, the evidence shows genuine use of the mark in relation to those services, being:

Class 35 Business administration; the aforesaid services relating to the rental and leasing of vehicles.

Class 39 Mediation regarding the rental and leasing of vehicles; consultancy relating to the rental and leasing of vehicles; the aforesaid services also via the Internet.

18. From the witness statement of Tjeerd Kramer, I note that the proprietor first started using the contested mark in 2004, following its company incorporation.⁴ He explains that EasyTerra is an independent company dedicated to online car hire price comparison. He adds that the proprietor's websites allow users to compare the rates of several vehicle hire providers, such as Hertz, Europcar, Avis, Budget and Alamo, as well as comparing smaller independent providers, allowing users to find the most competitive price available.

19. Mr Kramer states that the proprietor provides its price comparison services via numerous websites, including easyterra.com and easyterra.co.uk, both of which attract UK based customers. He adds that both domains were registered on 30 June 2005.

20. From the witness statement of Serena Drummond and the accompanying exhibits, the following is noted:

- Exhibit SD1 contains screenshots taken from the digital archive platform 'Wayback Machine' for easyterra.com and easyterra.co.uk. The Wayback Machine has captured screenshots in respect of the easyterra.com website for the period 2006 to 2025. The Wayback Machine has also captured screenshots in respect of the easyterra.co.uk website for the period 2005 to 2025.

⁴ Exhibit TK1 - an extract from the Netherlands Chambers of Commerce, confirming the name of the proprietor's company and date of incorporation

- Exhibit SD2 contains screenshots of reviews taken from the review platform 'Trustpilot' for easyterra.com and easyterra.co.uk. It shows the easyterra.com website ranked 3.2 stars (out of 5 stars) with the first customer review being posted on the 7 April 2016. The easyterra.co.uk website is ranked 4.6 stars (out of 5 stars) with the first customer review being posted on the 8 October 2023.
- Exhibit SD3 contains screenshots of reviews taken from the search page of the search engine 'Google' for easyterra.com. In her witness statement Ms Drummond states that the reviews are visible on the Google search page when a customer searches for the proprietor's Google business profile or searches for them on Google Maps. It is noted that the Google reviews score the proprietor 4 stars (out of 5 stars).

21. In his witness statement Mr Kramer explains that the proprietor's UK customers use the websites to organise the rental of cars and vehicles, by completing an online form detailing their individual requirements. The websites then provide the customer with results from the proprietor's partners, such as AutoEurope, Booking.com, Carnect and CarTrawler, etc. The customer then selects their desired vehicle rental package and continues to the booking page. He adds that in the backend, the proprietor, EasyTerra creates a booking in the respective partner's booking system. Once the booking is confirmed on their partner's booking system, the proprietor sends the customer a booking confirmation.

22. With regards to customers picking up their chosen vehicle, Mr Kramer explains that they will do so via the proprietor's various partners using a voucher provided by the proprietor. Furthermore, if the customer has any post-rental questions, they contact the proprietor directly, by raising a 'ticket' on their website, which the proprietor responds to, or forwards to their relevant partner for assistance. Mr Kramer confirms that the customer remains the proprietor's customer for future marketing purposes (such as closed user group promotions and newsletters, etc).

23. Mr Kramer explains that the proprietor is paid commission by its business partners for any car/vehicle rental bookings made from visitors to the proprietor's EasyTerra websites.

24. Mr Kramer confirms that a key and integral part of the process is that the proprietor gathers and processes the information of anyone that books a car rental in the initial online form. This data is then forwarded on to and utilised by their business partners/the car rental suppliers to complete the bookings.

25. With regards to the proprietor's business partners, Mr Kramer confirms that Auto Europe and Booking.com are two of its key partners and have formal business relationships with them as brokers, who negotiate rates with the suppliers, such as Alamo, Hertz, Europcar and Avis, who appear on the proprietor's price comparison websites. He explains that Auto Europe and Booking.com act as both a B2C (business to consumer), as well as a B2B (business to business) supplier, adding that the first makes the proprietor a competitor, and the latter their partner. Mr Kramer states that the proprietor uses Auto Europe's and Booking.com's systems to load supplier products into its websites.

26. In this regard, I note that exhibit TK2 contains an Auto Europe business agreement. The agreement specifies the proprietor's obligation to involve the integration of Auto Europe's booking functionality (a key part of the proprietor's business administration); exhibit TK3 contains a Booking.com business agreement, dated 15 July 2021, which states that the proprietor, EasyTerra BV was trading as carrentals.co.uk which was the website used when the proprietor initiated their partnership with Booking.com. However, Mr Kramer states that the arrangement was later expanded to include easyterra.co.uk (amongst others) with the agreement forming the backbone of that arrangement.

27. Mr Kramer explains that Auto Europe is one of the proprietor's biggest partners, adding that for each car rental booking made through the proprietor's EasyTerra website that relates to a deal organised by Auto Europe, the proprietor earns commission. With regards to the commission, I note that exhibit TK4 contains a selection of commission sheets (53 pages) from Auto Europe, setting out the amounts

of commission paid by them to the proprietor for UK bookings made via their easyterra.co.uk website by UK based consumers, at certain points during the periods 2013 to 2019 and 2021 to 2024. An example of one of the commission sheets is as follows:

Easyterra.CO.UK
Westersingel 24
Leeuwarden
, 8913 CL
NL

Date: 15.01.2014
IATA: X72001964
Creditnote: 20140164

Vendor #	Vendor	Invoice #	Voucher Created	PU Date	DO Date	PU City	PU Country	BaseRate_CURR	Curr Wholesale	Net Profit_CURR	CC Fee_CURR	FX Rate	Comm_Curr	Comm_EUR
X72001964	Easyterra.CO.UK	UK2726332-1	18.07.2013	09.12.2013	26.12.2013	JOHANNESBURG	ZA	210.01	170.11	39.90	3.89	1.16852	26.11	30.51
X72001964	Easyterra.CO.UK	UK2726921-1	13.08.2013	20.12.2013	28.12.2013	PORTO	PT	115.20	64.18	51.02	2.13	1.16845	25.44	41.41
X72001964	Easyterra.CO.UK	UK2759751-1	25.08.2013	29.11.2013	02.12.2013	BRUSSELS	BE	148.03	121.39	26.64	2.74	1.16849	17.33	20.25
X72001964	Easyterra.CO.UK	UK2791560-2	01.10.2013	02.10.2013	09.10.2013	CAPE TOWN	ZA	-112.80	-91.37	-21.43	-2.09	1.16833	-14.02	-16.38
X72001964	Easyterra.CO.UK	UK2794449-1	05.10.2013	21.12.2013	30.12.2013	INNSBRUCK	AT	353.49	285.18	68.31	6.54	1.16856	44.79	52.34
X72001964	Easyterra.CO.UK	UK2806507-1	28.10.2013	06.12.2013	13.12.2013	GENEVA	CH	154.26	129.87	24.39	2.85	1.16848	15.61	18.24
X72001964	Easyterra.CO.UK	UK2815928-1	11.11.2013	13.11.2013	02.12.2013	KITZBUHEL	AT	693.89	551.34	142.55	12.84	1.16855	94.04	109.89
X72001964	Easyterra.CO.UK	UK2816860-1	12.11.2013	18.12.2013	30.12.2013	MONTEGORDO	PT	139.47	90.64	48.83	2.58	1.16851	33.53	39.18
X72001964	Easyterra.CO.UK	UK2817475-1	13.11.2013	20.11.2013	01.12.2013	LISBON	PT	154.64	135.64	19.00	2.86	1.16858	11.70	13.67
X72001964	Easyterra.CO.UK	UK2818515-1	15.11.2013	04.12.2013	08.12.2013	TEL AVIV	IL	68.16	57.21	10.95	1.26	1.16869	7.62	8.20
X72001964	Easyterra.CO.UK	UK2818258-1	15.11.2013	07.12.2013	09.12.2013	MADEIRA	PT	35.11	29.31	5.80	0.65	1.16890	3.73	4.36
X72001964	Easyterra.CO.UK	UK2819551-1	18.11.2013	26.11.2013	03.12.2013	GEORGE	ZA	279.22	237.47	41.75	5.17	1.16855	26.52	30.99
X72001964	Easyterra.CO.UK	UK2819705-1	18.11.2013	24.12.2013	27.12.2013	GERONA	ES	62.57	56.31	6.26	1.16	1.16757	3.70	4.32
X72001964	Easyterra.CO.UK	UK2819906-1	18.11.2013	25.12.2013	31.12.2013	ISTANBUL	TR	154.25	131.65	22.60	2.85	1.16830	14.32	16.73
X72001964	Easyterra.CO.UK	UK2820076-1	18.11.2013	21.11.2013	01.12.2013	SANTO DOMINGO	DO	227.94	189.66	38.28	4.22	1.16842	24.70	28.86
X72001964	Easyterra.CO.UK	UK2820496-3	19.11.2013	27.11.2013	04.12.2013	ATHENS	GR	114.78	80.60	34.18	2.12	1.16867	23.24	27.16
X72001964	Easyterra.CO.UK	UK2820958-1	20.11.2013	13.12.2013	18.12.2013	ROME	IT	102.48	75.70	26.78	1.90	1.16851	18.04	21.08
X72001964	Easyterra.CO.UK	UK2821061-1	20.11.2013	02.12.2013	04.12.2013	GENEVA	CH	196.55	89.46	109.09	2.01	1.16862	12.36	14.47
X72001964	Easyterra.CO.UK	UK2821699-1	21.11.2013	14.12.2013	23.12.2013	CAPE TOWN	ZA	120.03	108.62	11.41	2.22	1.16817	6.66	7.78
X72001964	Easyterra.CO.UK	UK2823241-1	25.11.2013	01.12.2013	08.12.2013	BOLOGNA	IT	171.16	136.33	34.83	3.17	1.16855	22.96	26.83
X72001964	Easyterra.CO.UK	UK2820498-3	02.12.2013	08.12.2013	14.12.2013	BRATISLAVA	SK	97.90	80.05	17.85	1.81	1.16833	11.63	13.59
X72001964	Easyterra.CO.UK	UK2827527-3	03.12.2013	06.12.2013	11.12.2013	ALICANTE	ES	17.00	13.58	3.42	0.31	1.16889	2.25	2.63
X72001964	Easyterra.CO.UK	UK2827963-1	04.12.2013	04.12.2013	06.12.2013	MILAN	IT	102.02	86.03	15.99	1.89	1.16813	10.23	11.95
X72001964	Easyterra.CO.UK	UK2830108-3	08.12.2013	12.12.2013	15.12.2013	GENEVA	CH	91.00	78.89	12.11	1.68	1.16799	7.56	8.83
X72001964	Easyterra.CO.UK	UK2830473-1	09.12.2013	10.12.2013	14.12.2013	MALTA	MT	27.00	18.44	8.56	0.50	1.16923	5.85	6.84
X72001964	Easyterra.CO.UK	UK2831633-1	11.12.2013	17.12.2013	27.12.2013	TUCSON	US	145.00	126.45	18.55	2.68	1.16870	11.50	13.44
X72001964	Easyterra.CO.UK	UK2833418-1	16.12.2013	17.12.2013	24.12.2013	MILAN	IT	118.00	101.64	16.36	2.18	1.16859	10.26	12.01
X72001964	Easyterra.CO.UK	UK2834611-1	18.12.2013	23.12.2013	27.12.2013	CAMBRIDGE	GB	107.66	91.82	15.84	1.99	1.16833	10.04	11.73
X72001964	Easyterra.CO.UK	UK2836407-1	23.12.2013	31.12.2013	31.12.2013	JEREZ	ES	79.00	58.55	20.45	1.46	1.16848	13.77	16.09
X72001964	Easyterra.CO.UK	UK2836787-1	25.12.2013	26.12.2013	29.12.2013	ATHENS	GR	81.12	53.48	27.64	1.50	1.16834	18.95	22.14
Vendor														619.14
COMMISSION RATE														0
COMMISSION AMOUNT														619.14
COMMISSION AMOUNT														619.14
STATEMENT TOTAL														619.14

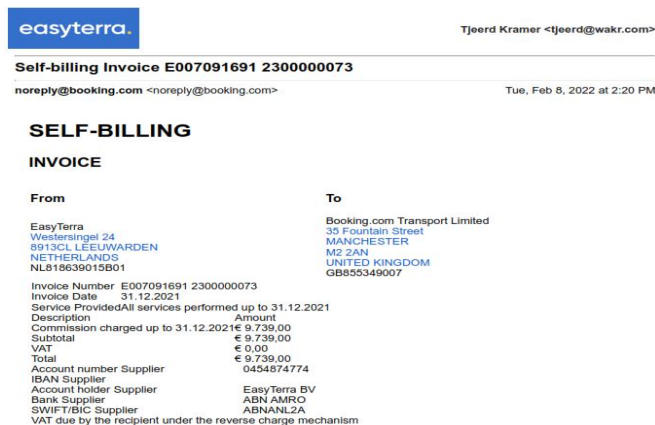
28. In his witness statement Mr Kramer provides a brief explanation of the terms used in the commission sheets issued by Auto Europe. He explains that the 'Vendor number 72001964' represents the easyterra.co.uk account, which is UK facing; 'Vendor' represents the website in which the booking was made: for example: easyterra.co.uk; 'Client' represents the end user (the name that the booking was made in); 'Voucher Created' is the date of the booking; 'PU Country' and 'PU City' refers to the country and the city the vehicle is to be picked up from; and the final columns relate to the wholesale cost of the vehicle hire, the cost charged to the client, the net profit made by Auto Europe and the commission fee earned by the proprietor.

29. Exhibit TK5 contains a letter from Mr Tony Davis, the CEO of Auto Europe LLC, dated 29 January 2025. The letter confirms that the proprietor and Auto Europe, LLC have maintained an ongoing partnership for the past 15 years. Mr Davis explains that as part of their collaboration, EasyTerra operates under its brand name to actively

acquire customers in the UK, among other markets, adding that their partnership reflects a strong commitment to delivering quality car rental services globally.

30. Also included in exhibit TK5 is a letter from Ms Kirsten Waidmann, the Accounting Manager at Auto Europe LLC, dated 29 January 2025. The letter confirms that the EasyTerra.co.uk account was set up with Auto Europe in November 2007 for UK clients, producing revenue for the Easy Terra brand. Ms Waidmann states that the first booking was made in November 2007 and Auto Europe have been sending the proprietor commission statements for revenue earned through the proprietor's account on a monthly basis ever since.

31. Mr Kramer explains that the proprietor commenced working with Booking.com in 2021, on a similar basis to the arrangement it has with Auto Europe, whereby they receive a commission payment from Booking.com for all bookings made through the proprietor's EasyTerra websites relating to car rentals that are facilitated/arranged by Booking.com. In this regard I note that exhibit TK6 contains six invoices issued by the proprietor to Booking.com for the relevant commission amounts owed. The invoices date from February 2022 to October 2024. Mr Kramer states that the amounts shown in the selection of invoices relate to commission generated by consumers in both the UK and EU. However, as the following example shows, whilst the invoices show that the proprietor is based in the Netherlands and Booking.com is based in Manchester, what cannot be ascertained from the invoices is whether the commission payments relate to bookings made by UK or EU consumers. As all the invoices are dated after IP Completion Day, the absence of information regarding whether the use was in the EU or UK makes their relevance unclear:



32. Whilst I note from Mr Kramer’s witness statement that the proprietor is not able to provide a specific commission amount for UK-based consumers that have rented vehicles as part of the proprietor’s arrangement with Booking.com (the proprietor’s internal systems are not able to generate this data), their internal records show that the number of bookings made by UK consumers as a result of their relationship with Booking.com are as follows:⁵

Year	Number of bookings by UK consumers made:
2024	120
2022	3

33. Mr Kramer states that the services under the ‘EasyTerra’ trade mark are targeted and offered throughout the EU adding that the proprietor has facilitated car/vehicle rentals by end customers in the following countries: Netherlands, Italy, Denmark, Belgium, France, Spain, Germany, Portugal, Poland, Sweden, Finland, Austria, Ireland, Lithuania, Greece, Romania, Czech Republic, Estonia, Hungary, Cyprus, Latvia, Bulgaria, Croatia, Slovenia and Slovakia. In this regard, I note that exhibit TK7 contains a breakdown of income from commission earned during the periods of 2016 to 2020, relating to the various EU countries, as can be seen from the following snapshot which relates to the period 2019 to 2020:

2020 FI	€5,077.32
2020 FR	€48,586.97
2020 GR	€1,518.53
2020 HR	€447.30
2020 HU	€403.43
2020 IE	€1,521.62
2020 IT	€57,477.51
2020 LT	€700.28
2020 LU	€7,600.66
2020 LV	€289.11
2020 MT	€1,377.11
2020 NL	€436,571.17
2020 PL	€12,346.07
2020 PT	€28,981.27
2020 RO	€466.59
2020 SE	€5,151.87
2020 SI	€232.66
2020 SK	€209.19
2019 AT	€8,468.00
2019 BE	€105,410.40
2019 BG	€1,450.95
2019 CY	€1,972.33
2019 CZ	€3,679.06
2019 DE	€54,852.72
2019 DK	€156,283.97
2019 EE	€2,657.19
2019 ES	€111,030.52
2019 FI	€30,724.14
2019 FR	€114,086.10
2019 GR	€3,185.14
2019 HR	€1,595.20
2019 HU	€2,984.90
2019 IE	€4,970.00
2019 IT	€300,111.07

⁵ I recognise that some of the 2024 figures may fall after the end of the relevant period. However, given that the relevant period ends in November of that year, it seems a reasonable inference that most of these figures would relate to the relevant period.

34. Additionally, Mr Kramer confirms that the services under the proprietor’s trade mark are also targeted and offered to consumers across the whole of the UK, including but not limited to customers from England (including Manchester, Leeds, Liverpool, Sheffield, York, Newcastle, Cambridge, Norwich, Colchester, Peterborough, Chelmsford, Harpenden, London, Reading, Brighton, Southampton, Milton Keynes, Oxford, Bristol, Bath, Gloucester, Swindon, Exeter, Taunton, Birmingham, Nottingham, Northampton, Leicester, Derby and Cheltenham), Wales (including Cardiff, Swansea, Newport, Caerphilly, Bridgend and Chepstow), Scotland (including Edinburgh, Glasgow, Aberdeen, Dundee, Inverness and Stirling) and Northern Ireland (including Belfast, Derry/Londonderry, Lisburn, Bangor and Craigavon).


35. In this regard, I note that exhibit TK8 contains a breakdown of the monetary income in relation to bookings made by UK based consumers between 2016 and 2025, namely:

year	country_code	monetary_value_in_eur
2025	GB	€ 13,846.75
2024	GB	€ 109,795.57
2023	GB	€ 180,253.47
2022	GB	€ 179,239.11
2021	GB	€ 17,967.04
2020	GB	€ 10,495.55
2019	GB	€ 46,679.85
2018	GB	€ 40,021.19
2017	GB	€ 32,474.84
2016	GB	€ 17,295.36

36. Mr Kramer explains that the above figures, relating to bookings made by UK based consumers, were taken from the proprietor’s financial records. He adds that the turnover is calculated based on the commission that the proprietor makes on each car rental booking made through its website by UK based consumers. Mr Kramer states that he was unable to obtain a full breakdown of turnover generated during the period 2009 to 2015, per territory, due to limitations with the proprietor’s internal systems. However, he states that turnover generated during this time was approximately 2,500,000 euros each year, for all trading countries (which includes the UK and EU).

37. I note that exhibit TK9 contains a selection of booking confirmations from the proprietor to its end consumers (all of which relate to bookings made by UK consumers). Mr Kramer explains that these are examples of booking confirmation

emails which are issued to end consumers who arrange car rentals via the proprietor's EasyTerra websites. An example is now shown:

 Tjeerd Kramer <tjeerd@wskr.com>

LAST MINUTE XML BOOKING 5186158 - PT - January 01 @ 19:00 [ILM,QWCCI]

re ervation @autoeurope.com re ervation @autoeurope.com Wed, Dec 30, 2020 at 2 27 PM
Reply-To: [REDACTED]
To: xml-booking@easyterra.com

Please check Voucher # 5186158 SYSTEM:UK GBP
USER EASYTERRA UK
ATTENTION:

Agency:72001964
[Car]
EDMR Renault Clio
INCLUSIVE :Y
TRAVEL EAST :

[Pickup]
ALAMO BY ENT FARO INTL AIRPORT OFFICE
PT FARO 01-Jan-2021 19:00

[Dropoff]
LISBON AIRPORT
PT LISBON 03-Jan-2021 19:00

[FLIGHT]
WW 0000

[DRIVER]
Name [REDACTED]
AGE : 34
PHONE:07976248097
EMAIL [REDACTED]
FAX :

[PAYMENT]
AMOUNT PD: 90.5 EUR

[SPECIAL REQUESTS]

[COMMENT]

QuoteID:727497209

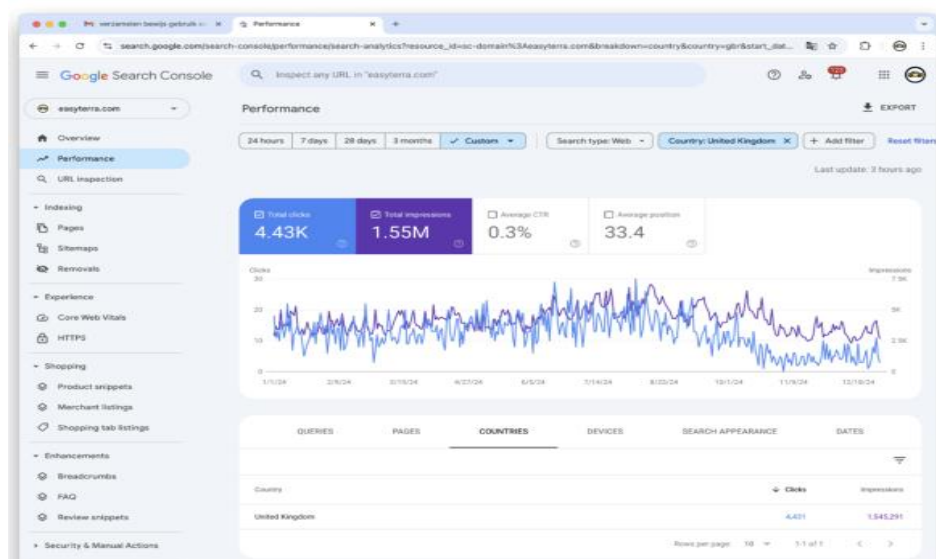
38. He states that where the booking confirmation refers to 'User', this means the consumer made the booking via the easyterra.co.uk website. He adds that the booking confirmations cover the period between 2010 to 2023. He explains that the number of examples submitted in the evidence have been purposely limited in the interest of conciseness, but confirms that further examples would be provided, if necessary.

39. Mr Kramer states that traffic to the proprietor's websites arise mainly organically, but also in the form of paid traffic (for example, visitors that arrive at the website from advertisements, such as Google Ads). Mr Kramer explains that the proprietor has worked with SYYCO, a UK affiliate and partnership management company, since July 2016, in relation to several UK targeted marketing and advertising campaigns. In this regard, I note that exhibit TK10, contains a letter, dated 12 February 2025, from Ms Clare Grist, the Head of Client Management at SYYCO, confirming that they have been working with the proprietor continuously since 2016 and have been running their Affiliate Marketing Programme in the UK.

40. In this regard, Mr Kramer provides the below estimate of the proprietor’s advertising spend across the business in both the UK and EU (with a percentage amount indicating what allocation was diverted towards spend on the EasyTerra trade mark). Mr Kramer explains that amounts are provided in euros due to the way in which the information is presented in the proprietor’s internal systems:

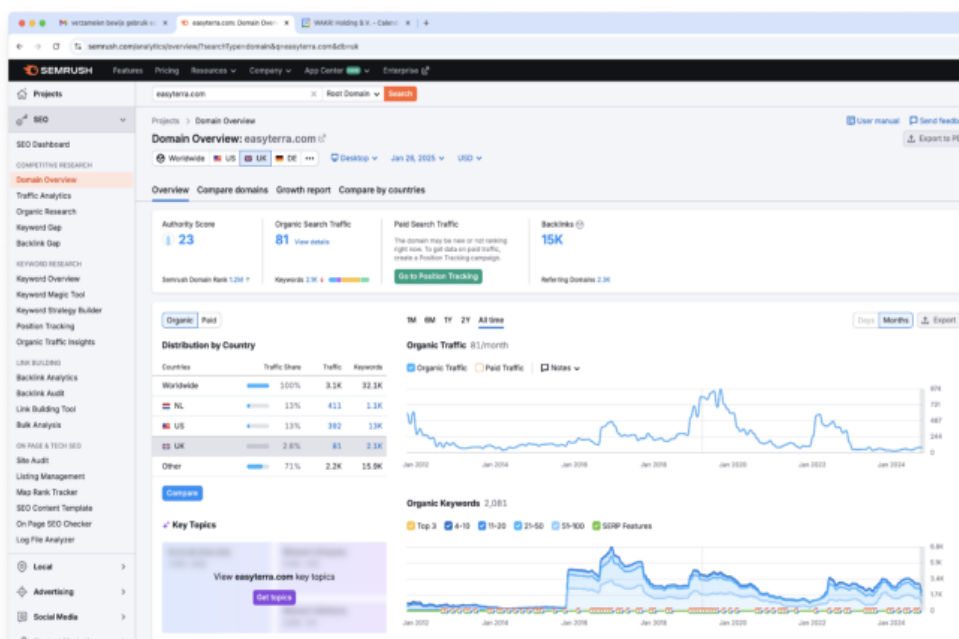
Year	Total amount of spend	% that can be attributed to promotion of the Services under the EASYTERRA trade mark
2024	€ 1.005.422	81%
2023	€ 1.021.190	85%
2022	€ 516.962	74%
2021	€ 480.384	58%
2020	€ 532.842	58%
2019	€ 1.780.107	74%
2018	€ 1.497.816	68%
2017	€ 1.193.334	83%
2016	€ 968.295	85%
2015	€ 443.127	87%
2014	€ 387.238	88%
2013	€ 680.744	94%
2012	€ 733.701	100%
2011	€ 841.472	100%
2010	€ 1.040.245	100%
2009	€ 1.075.808	100%

41. I note that exhibit TK11 contains the following screenshot from the proprietor’s Google Search console, providing a breakdown of search traffic and performance levels in relation to the proprietor’s easyterra.com website. The data shows that there were 1,545,291 impressions to the easyterra.com website throughout 2024 by users accessing it from the UK:

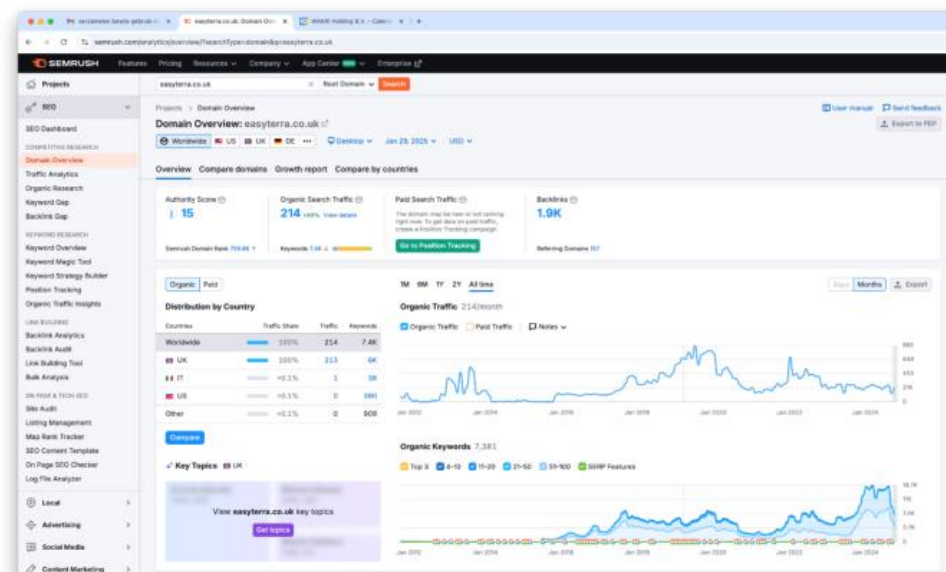


42. Exhibit TK12 contains a screenshot from the ‘Semrush’ platform, a digital marketing platform used to monitor and track the levels of organic website traffic to the proprietor’s easyterra.com and easyterra.co.uk domains, during the period 2012 to 2024. The term ‘organic traffic’ refers to the users that have entered the website through an unpaid search via a search engine). The data shows that, on average, the easyterra.com domain receives 81 visitors from the UK per month, whilst the easyterra.co.uk website receives on average 214 visitors from the UK per month:

Easyterra.com



Easyterra.co.uk

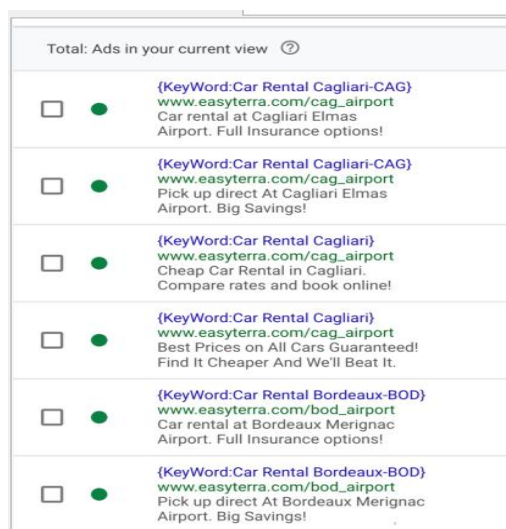


43. With regards to the amount spent by the proprietor on Google Ads in relation to the EasyTerra brand, I note that exhibit TK13 (comprising 14 pages), shows the number of ‘clicks’ and advertising spend for Google Ad campaigns between 2007 and 2025. Mr Kramer explains that the exhibit only reflects the Google Ad spend per year for campaigns that were clicked on by consumers based in the United Kingdom, adding that the proprietor is charged on a ‘pay-per-click’ basis.

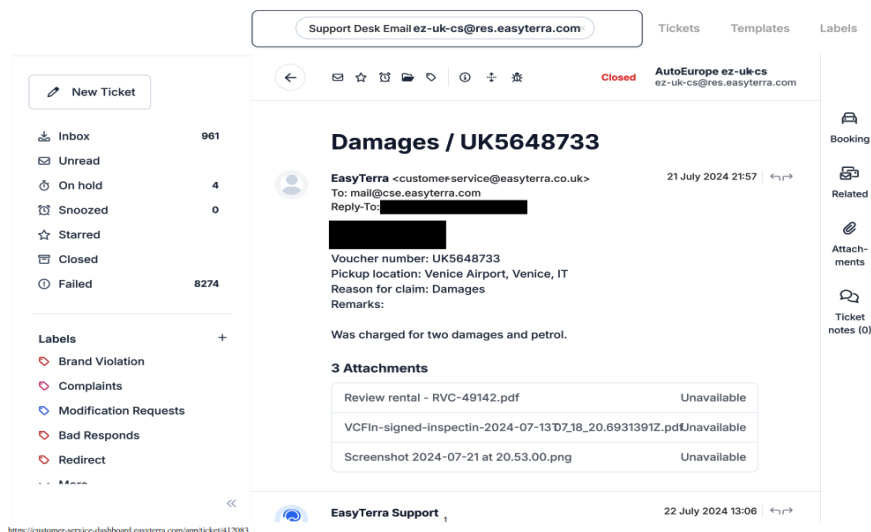
44. In his witness statement Mr Kramer explains that the annual Google Ad campaign figures specifically relating to the promotion of the proprietor’s easyterra.co.uk website between 2007-2020, are as follows:

Year	No. of Clicks through to UK website by UK-based browsers	Total Cost
2007	1200	EUR 910,34
2008	14588	EUR 12.793,55
2009	74690	EUR 57.884,63
2010	27030	EUR 18.679,43
2011	2409	EUR 1.325,28
2012	1080	EUR 612,02
2013	2485	EUR 1802,23
2014	1796	EUR 1523,98
2015	1329	EUR 745,12
2016	1350	EUR 981,14
2017	1306	EUR 777,47
2018	1411	EUR 831,95
2019	1788	EUR 1374,34
2020	230	EUR 187,53

45. Exhibit TK14 contains undated examples of Google Ad listings featuring the proprietor’s EasyTerra brand, namely:



46. In his witness statement, Mr Kramer explains that as part of the proprietor's offerings, it is essential that it offers aftersales care. Accordingly, when the proprietor's customers have questions or complaints in relation to any of the rentals that have been placed with third party providers, the customer goes directly to the proprietor, who then in turn works with the customer and the rental provider to resolve the issue (seeking help from the rental provider/business partner wherever needed). In this regard, I note that exhibit TK15, contains four examples of the types of issues dealt with by the proprietor dated between 2024 and 2025 (2025 is after the relevant period and, indeed, after the application for revocation was filed). The 'issues' include damages to hire vehicles, a fuel charge and unexpected costs. Below is an example, relating to a query regarding a charge for damages and fuel:



47. It is noted from Mr Kramer's witness statement that the proprietor is unable to provide further examples for previous periods as older data relating to these types of issues are not stored on their systems for security and privacy reasons.

Form of the mark

48. Before I move on to assess whether the opponent has shown genuine use, I must first consider if I find the use of the mark as shown in the evidence to be use of the mark as registered.

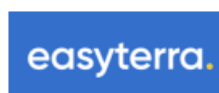
49. Section 46(2) of the Act states that:

“... use of a trade mark includes use in a form (“the variant form”) differing in elements which do not alter the distinctive character of the mark in the form in which it is registered...”

50. The mark is registered for the word ‘EasyTerra’. There are examples of the mark in use as registered. Clearly, this will be use upon which the proprietor can rely. However, I note that sometimes the mark appears in the evidence in a different typeface, namely ‘EASYTERRA’, ‘Easyterra’, ‘easyterra’ and ‘Easy Terra’, but in this regard, I remind myself that the registration of a word mark gives protection irrespective of the typeface or colour for that matter: see *Bentley Motors Limited v Bentley 1962 Limited*, BL O/158/17.

51. Furthermore, I note that some of the evidence shows use of the word mark ‘EasyTerra’ as part of a domain name, namely ‘Easyterra.co.uk’, ‘EASYTERRA.CO.UK’, ‘Easyterra.com’ or as a company indicator, namely ‘EasyTerra’ BV (‘BV’ - indicating a German limited company). However, because the additional elements are descriptive/non-distinctive, the words ‘EASY TERRA’ continue to indicate origin, as outlined in *Colloseum Holdings AG v Levi Strauss & Co.*, Case C-12/12. Therefore, these marks may be relied upon by the proprietor.

52. Additionally, I note that within exhibit TK6 (containing a selection of invoices issued by the proprietor to Booking.com, dated between 8 February 2022 and 1 October 2024), and exhibit TK9 (containing a selection of booking confirmations from the proprietor to its end consumers, dated between 31 December 2010 and 31 December 2023), the mark appears in the following stylised format:



53. However, I consider that use of the mark in conjunction with the additional non distinctive elements makes no material difference to the distinctiveness of the

word mark as registered. This is because the words 'easy terra' play an independent, dominant role which continue to indicate origin. Therefore, the above mark may be relied upon by the proprietor.

Genuine use

Assessment of Evidence

54. Whether the use shown in the evidence is sufficient to constitute genuine use will depend on whether there has been real commercial exploitation of the mark, in the course of trade, sufficient to create or maintain a market for the services at issue in the relevant territories, during the relevant five-year periods. In making my assessment, I must consider all relevant factors, including:

- the scale and frequency of the use shown;
- the nature of the use shown;
- the services for which use has been shown;
- the nature of those services and the market(s) for them; and
- the geographical extent of the use shown.

55. An assessment of genuine use is a global assessment, which includes looking at the evidential picture as a whole, not whether each individual piece of evidence shows use by itself. It is possible for an accumulation of evidence to show use, even if individual items of evidence would on their own be insufficient proof: see *New Yorker SHK Jeans GmbH & Co. KG v OHIM*, Case T- 415/09, paragraph 53. However, where there is no use of the mark in respect of the services as registered, it follows there has been no genuine use of the mark: *Dosenbach-Ochsner Ag Schuhe Und Sport v Continental Shelf 128 Ltd*, Case BL 0/404/13, paragraph 22.

56. Case law does not specify particular types of documentation that must be adduced in evidence. When considering the evidence, I am entitled "to be sceptical of a case of use if, notwithstanding the ease with which it could have been convincingly demonstrated, the material actually provided is inconclusive": (see *PLYMOUTH LIFE CENTRE*, BL O/236/13, paragraph 22). However, I remind myself that I must evaluate

all the evidence submitted in an overall assessment, and that although pieces of evidence may be insufficient by themselves, they may contribute to proving use in combination.

57. I bear in mind that the letters included in the evidence filed are hearsay evidence. I have borne that in mind in reaching my findings below. However, even discounting those parts of the evidence altogether, I consider the remaining evidence sufficient to support the finding that I have made.

58. Having considered the overall picture presented by the evidence, it is clear to me that it does demonstrate use of the mark 'EasyTerra' during the second relevant periods, in relation to the provision and administration of an online car/vehicle hire price comparison service. I have been able to ascertain that the proprietor's websites allow users to compare the rates of numerous vehicle hire providers, allowing them to find the most competitive prices available. Additionally, as confirmed by Mr Kramer in his witness statement, the services provided by the proprietor also include gathering and processing customer information from the online vehicle booking form and forwarding this data on to their business partners/the car rental suppliers in order for the customers booking to be completed. Furthermore, the proprietor provides information to customers, via its websites relating to matters such as vehicle rental options, vehicle rental provider options, insurance options and pricing options, as well as providing an 'after-sales' service, whereby the proprietor acts as a third-party intermediary between customers and the car rental providers when problems or issues arise with the rental service.

59. On balance, I consider that the proprietor's evidence is sufficient to demonstrate commercial exploitation of the 'EasyTerra' mark in relation to some of the services at issue, in the relevant territories, during the relevant periods.

60. What is clear from the evidence is that the proprietor provides an online car hire price comparison website. However, I note from Mr Kramer's witness statement that he is of the opinion that this is a type of *consultancy* service, whereby advice on the various car hire options is given to the user. However, I am unable to agree with his viewpoint.

61. From the evidence I have before me, I can only ascertain that the proprietor provides an online car hire comparison service, which allows users to see and compare for themselves the rates of various vehicle hire providers in one place, enabling them to find the best options available without having to visit each individual car hire provider's website. There is no evidence to suggest that the proprietor provides a consultancy or advisory service in relation to these comparison services.

62. For example, an advisory service would likely include, amongst other things, offering users vehicle hire recommendations and opinions with regards to the various hire cars on offer, etc. However, there is no evidence of such services being provided. Likewise, as regards to the provision of a consultancy service, this would likely involve having a discussion with the user in order to identify their individual needs, travel plans, budgets and vehicle preferences, with the purpose of finding them the best car rental deal, etc. By its nature, such a service would include the provision of a recommendation rather than merely providing a list of all possible providers. However, again, there is nothing in the evidence before me to suggest that such a service has been provided by the proprietor within the relevant periods.

63. Furthermore, it is noted from the evidence that the online car hire price comparison services include the gathering and processing of customer information obtained from the online vehicle booking forms which is then forwarded to their business partners/the car rental suppliers in order for the customer's booking to be completed. In this regard, it is noted that Mr Kramer is of the opinion that this is a key business administration role provided by the proprietor to its business partners/car rental suppliers. However, I disagree. I would not describe this part of the service as 'business administration' per se, on the basis that the term business administration is a broad term which encompasses numerous business operating functions, such as, the overseeing of the day-to day tasks of the business; managing budgets; and recruiting, training and managing employees, etc. I am of the view that the task of gathering and processing customer information by the proprietor and then the process of forwarding this information on to the car rental suppliers in order for the customer's booking to be completed, would be more aptly described as a type of business referral/intermediary

service provided by the proprietor in order to connect their users to the appropriate service providers, thereby acting as a trusted third party or middleman.

Fair specification

64. In *Euro Gida Sanayi Ve Ticaret Limited v Gima (UK) Limited*, BL O/345/10, Mr Geoffrey Hobbs Q.C. as the Appointed Person summed up the law as being:

“In the present state of the law, fair protection is to be achieved by identifying and defining not the particular examples of goods or services for which there has been genuine use but the particular categories of goods or services they should realistically be taken to exemplify. For that purpose the terminology of the resulting specification should accord with the perceptions of the average consumer of the goods or services concerned.”

65. In *Merck KGaA v Merck Sharp & Dohme Corp & Ors.* [2017] EWCA Civ 1834, the Court of Appeal set out the proper approach to partial revocation, as follows:

“245. First, it is necessary to identify the goods or services in relation to which the mark has been used during the relevant period.

246. Secondly, the goods or services for which the mark is registered must be considered. If the mark is registered for a category of goods or services which is sufficiently broad that it is possible to identify within it a number of subcategories capable of being viewed independently, use of the mark in relation to one or more of the subcategories will not constitute use of the mark in relation to all of the other subcategories.

247. Thirdly, it is not possible for a proprietor to use the mark in relation to all possible variations of a product or service. So care must be taken to ensure this exercise does not result in the proprietor being stripped of protection for goods or services which, though not the same as those for which use has been proved, are not in essence different from them and cannot be distinguished from them other than in an arbitrary way.

248. Fourthly, these issues are to be considered having regard to the perception of the average consumer and the purpose and intended use of the products or services in issue. Ultimately it is the task of the tribunal to arrive at a fair specification of goods or services having regard to the use which has been made of the mark.”

66. The proprietor has claimed use of the mark on a range of services in classes 35 and 39, namely:

Class 35 Business administration; the aforesaid services relating to the rental and leasing of vehicles.

Class 39 Mediation regarding the rental and leasing of vehicles; consultancy relating to the rental and leasing of vehicles; the aforesaid services also via the Internet.

67. With regards to class 35, I find that the evidence does demonstrate use of the mark ‘EasyTerra’ during the second relevant periods, in relation to the provision and administration of an online car/vehicle hire price comparison service, as well as the provision and administration of a business referral and intermediary service by the proprietor to their business customers. However, I do not consider that these services are covered by the specification of the proprietor as it currently stands in class 35

68. That brings me on to class 39. For reasons that I have already explained, I do not consider that the use shown by the proprietor can be deemed a consultancy service. With regard to mediation, I bear in mind that this term is perhaps used most often in relation to the resolution of disputes, which is certainly the way in which the proprietor seems to have interpreted it. Whilst there is some evidence regarding the proprietor’s activities of resolving disputes after the rental term has come to an end, that evidence is very limited. However, in my view, the term ‘mediation’, is also broad enough to simply cover the action of bringing about an agreement regarding car rental, particularly in the context of class 39 which is (and was at the time the contested mark was filed) focused upon transport and travel arrangements (as opposed to dispute

resolution services, which are covered by class 45).⁶ Consequently, I consider that the activities of the proprietor in acting as an intermediary between business partners and customers to facilitate car rental agreements would fall within that term. In my view, the use shown by the proprietor is sufficient to justify the retention of the term “mediation regarding the rental and leasing of vehicles”.

69. Accordingly, keeping in mind the guidance given in *Merck*, I consider that a fair specification of the proprietor’s services for which sufficient evidence of use has been provided to be:

Class 39 Mediation regarding the rental and leasing of vehicles; the aforesaid services also via the Internet.

Final Remarks

70. Whilst I have not considered the use in relation to the first relevant period, the same finding applies. This is because, pursuant to section 46(3), the use in second relevant periods is sufficient to avoid revocation of the contested mark for the first relevant period. Further, where I have found there to be no use in relation to the second relevant period, the proprietor was in no better position for the first relevant period.

CONCLUSION

71. The application for revocation of UK906545198, brought under section 46(1)(a) and 46(1)(b), partially succeeds. As such, the contested mark is revoked for the following services:

Class 35 Business administration; Office functions; the aforesaid services relating to the rental and leasing of vehicles.

Class 39 Consultancy relating to the rental and leasing of vehicles; the aforesaid services also via the Internet.

⁶ *MEDIATE* definition and meaning | Collins English Dictionary

72. The effective date of revocation is 13 February 2014.

73. The application for revocation is unsuccessful in relation to some of the services in class 39. Accordingly, the trade mark remains registered for the following services:

Class 39 Mediation regarding the rental and leasing of vehicles; the aforesaid services also via the Internet.

COSTS

74. The applicant has enjoyed the greater degree of success. Consequently, it is entitled to a contribution towards its costs based upon the scale published in Tribunal Practice Notice 1/2023. In the circumstances, I award the applicant the sum of £450 calculated as follows:

Official fee:	£200
Preparing a statement and considering the other side's statement:	£250
Total:	£450

75. I therefore order EasyTerra Besloten Vennootschap to pay Kilburn & Strode LLP the sum of £450. This sum should be paid within 21 days of the expiry of the appeal period or, if there is an appeal, within 21 days of the conclusion of the appeal proceedings.

Dated this 19th day of January 2026

Sam Congreve
For the Registrar

Annex

Class 35 Business administration; office functions; the aforesaid services relating to the rental and leasing of vehicles.

Class 39 Mediation regarding the rental and leasing of vehicles; consultancy relating to the rental and leasing of vehicles; the aforesaid services also via the Internet.