

O/0082/26

TRADE MARKS ACT 1994

IN THE MATTER OF APPLICATION NO. UK00004070517

BY LEAFCO TECH LIMITED

TO REGISTER THE TRADE MARK:



IN CLASS 34

AND

IN THE MATTER OF OPPOSITION THERETO

UNDER NO. 450737

BY HONGKONG VANLIEW TECHNOLOGY CO., LIMITED

## BACKGROUND AND PLEADINGS

1. On 2 July 2024, LEAFCO TECH LIMITED (“the applicant”) applied to register the trade mark shown on the cover page to this decision in the United Kingdom. Registration is sought for the following goods in class 34:

*Tobacco pipes; Tobacco; Chewing tobacco; Cigarettes; Cigarettes containing tobacco substitutes, not for medical purposes; Cigars; Lighters for smokers; Cigarillos; Electronic cigars; Snuff; Electronic cigarettes for use as an alternative to traditional cigarettes; Flavorings, other than essential oils, for use in electronic cigarettes; Cartridges sold filled with chemical flavorings in liquid form for electronic cigarettes; Electronic cigarettes; Books of cigarette papers; Absorbent paper for tobacco pipes; Cigarette paper; Cigarette filters; Filters (Cigarette -).*

2. The application was published for opposition purposes on 20 September 2024 and, on 13 November 2024, the application was opposed in its entirety by HONGKONG VANLIEW TECHNOLOGY CO., LIMITED (“the opponent”) under section 5(4)(a) of the Trade Marks Act (“the Act”).

3. For the purpose of the opposition the opponent relies upon, and claims to have goodwill in, the following sign which it claims to have used throughout the UK since 13 February 2024 in respect of *tobacco products and the retailing of the same*.



The opponent contends that use of the contested mark in respect of identical or similar goods would deceive the public into erroneously making an association between the parties. It submits that “this misrepresentation in the course of trade is liable to damage the opponent’s reputation and goodwill.”

4. In its counterstatement, the applicant denies the grounds of opposition and submits that the opponent's claims are unsubstantiated. It asks that the opposition therefore be dismissed in its entirety.

5. The opponent is represented by IBE Avocat - Isabelle Bertaux, whilst the applicant is represented by AXIS PROFESSIONALS LTD. Both parties filed evidence during the evidential rounds. Neither party requested a hearing and neither elected to file written submissions in lieu. This decision is taken following a careful perusal of the papers.

### **Relevance of EU law**

6. 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.

### **Legislation**

7. Section 5(4)(a) of the Act states:

“(4) A trade mark shall not be registered if, or to the extent that, its use in the United Kingdom is liable to be prevented-

(a) by virtue of any rule of law (in particular, the law of passing off) protecting an unregistered trade mark or other sign used in the course of trade, where the condition in subsection (4A) is met,

(aa) [...]

(b) [...]

A person thus entitled to prevent the use of a trade mark is referred to in this Act

as the proprietor of an “earlier right” in relation to the trade mark.”

8. Subsection (4A) of Section 5 states:

“(4A) The condition mentioned in subsection (4)(a) is that the rights to the unregistered trade mark or other sign were acquired prior to the date of application for registration of the trade mark or date of the priority claimed for that application.”

9. The three elements which the opponent must show to support its claim are well known. In *Discount Outlet v Feel Good UK*,<sup>1</sup> Her Honour Judge Melissa Clarke, sitting as a Deputy Judge of the High Court, conveniently summarised the essential requirements of the law of passing off as follows:

“55. The elements necessary to reach a finding of passing off are the ‘classical trinity’ of that tort as described by Lord Oliver in the *Jif Lemon* case (*Reckitt & Colman Product v Borden* [1990] 1 WLR 491 HL, [1990] RPC 341, HL), namely goodwill or reputation; misrepresentation leading to deception or a likelihood of deception; and damage resulting from the misrepresentation. The burden is on the Claimants to satisfy me of all three limbs.

56. In relation to deception, the court must assess whether “a substantial number” of the Claimants’ customers or potential customers are deceived, but it is not necessary to show that all or even most of them are deceived (per *Interflora Inc v Marks and Spencer Plc* [2012] EWCA Civ 1501, [2013] FSR 21).”

10. Halsbury’s Laws of England Vol. 97A (2021 reissue) provides further guidance with regard to establishing the likelihood of deception. In paragraph 636 it is noted (with footnotes omitted) that:

“Establishing a likelihood of deception generally requires the presence of two factual elements:

(1) that a name, mark or other distinctive indicium used by the claimant has

---

<sup>1</sup> [2017] EWHC 1400 (IPEC)

acquired a reputation among a relevant class of persons; and

(2) that members of that class will mistakenly infer from the defendant's use of a name, mark or other indicium which is the same or sufficiently similar that the defendant's goods or business are from the same source or are connected.

While it is helpful to think of these two factual elements as two successive hurdles which the claimant must surmount, consideration of these two aspects cannot be completely separated from each other.

The question whether deception is likely is one for the court, which will have regard to:

(a) the nature and extent of the reputation relied upon,

(b) the closeness or otherwise of the respective fields of activity in which the claimant and the defendant carry on business;

(c) the similarity of the mark, name etc used by the defendant to that of the claimant;

(d) the manner in which the defendant makes use of the name, mark etc complained of and collateral factors; and

(e) the manner in which the particular trade is carried on, the class of persons who it is alleged is likely to be deceived and all other surrounding circumstances.

In assessing whether deception is likely, the court attaches importance to the question whether the defendant can be shown to have acted with a fraudulent intent, although a fraudulent intent is not a necessary part of the cause of action."

11. The concept of goodwill was explained in *Inland Revenue Commissioners v Muller*

*& Co's Margarine Ltd*<sup>2</sup> at 223:

“What is goodwill? It is a thing very easy to describe, very difficult to define. It is the benefit and advantage of the good name, reputation and connection of a business. It is the attractive force which brings in custom. It is the one thing which distinguishes an old-established business from a new business at its first start.”

## Relevant date

12. In *Advanced Perimeter Systems Limited v Multisys Computers Limited*<sup>3</sup>, Mr Daniel Alexander KC, as the Appointed Person, endorsed the Registrar's assessment of the relevant date for the purposes of section 5(4)(a) of the Act, as follows:

“43. In *SWORDERS TM* O-212-06 Mr Alan James acting for the Registrar well summarised the position in s.5(4)(a) proceedings as follows:

‘Strictly, the relevant date for assessing whether s.5(4)(a) applies is always the date of the application for registration or, if there is a priority date, that date: see Article 4 of Directive 89/104. However, where the applicant has used the mark before the date of the application it is necessary to consider what the position would have been at the date of the start of the behaviour complained about, and then to assess whether the position would have been any different at the later date when the application was made.’”

13. In the same case, Mr Alexander considered the relevant date for the purposes of s.5(4)(a) of the Act where one or both of the parties have used the mark(s) at issue prior to the date of the application to register the contested mark(s). He explained that:

“41. There are at least three ways in which such use may have an impact. The underlying principles were summarised by Geoffrey Hobbs QC sitting as the Appointed Person in *Croom's TM* [2005] RPC 2 at [46] (omitting case references):

---

<sup>2</sup> [1901] AC 217

<sup>3</sup> Case BL O/410/11

- (a) The right to protection conferred upon senior users at common law;
- (b) The common law rule that the legitimacy of the junior user's mark in issue must normally be determined as of the date of its inception;
- (c) The potential for co-existence to be permitted in accordance with equitable principles.

42. As to (b), it is well-established in English law in cases going back 30 years that the date for assessing whether a claimant has sufficient goodwill to maintain an action for passing off is the time of the first actual or threatened act of passing off: *J.C. Penney Inc. v. Penneys Ltd.* [1975] FSR 367; *Cadbury-Schweppes Pty Ltd v. The Pub Squash Co. Ltd* [1981] RPC 429 (PC); *Barnsley Brewery Company Ltd. v. RBNB* [1997] FSR 462; *Inter Lotto (UK) Ltd. v. Camelot Group plc* [2003] EWCA Civ 1132 [2004] 1 WLR 955: "date of commencement of the conduct complained of". If there was no right to prevent passing off at that date, ordinarily there will be no right to do so at the later date of application."

14. In *Smart Planet Technologies, Inc. v Rajinda Sharma*<sup>4</sup>, Mr Thomas Mitcheson KC, as the Appointed Person, pointed out that "*the start of the behaviour complained about*" is not the same as the date that the user of the applied-for mark acquired the right to protect it under the law of passing off. Rather, it is the date that the user of that mark committed the first external act about which the other party could have complained (if it knew about it) as an act of actual or threatened passing off. Typically, this will be the date when first offer was made to market relevant goods or services under the mark. However, it could also be the date the first public-facing indication was made that sales were proposed to be made under the mark in future. If the user of the applied-for mark was not passing off at the time such use commenced (usually because no one else had acquired a protectable goodwill under a conflicting mark at that time), he or she will not normally be passing off by continuing to use the mark.

15. The mark at issue was applied for on 2 July 2024, with the opponent claiming to have used its relied-upon sign throughout the UK since February 2024. In its witness statement, the applicant claims to have used the contested mark "worldwide for a long time" and, as I will come to discuss, enclosed with its evidence are a contract and

---

<sup>4</sup> BL O/304/20

customs document pertaining to its ALIBARBAR products bearing dates from 2023. The contract with a third party, which concerns a transaction of 60,000 vaping devices, is the earliest, dated 28 May 2023. That being said, the applicant's evidence is not comprehensive and the promotional material it relies upon suggests that (at least some) of its ALIBARBAR products were for sale only in the United States,<sup>5</sup> and therefore does little to establish any seniority. However, given that the contract shows the sale of the applicant's ALIBARBAR goods to a UK buyer, in the interest of completeness I will also consider what the position would have been at this date.

## EVIDENCE

### The opponent's evidence

16. The opponent's evidence comprises a witness statement from Mr Chen Juanjuan, dated 6 March 2025, and twenty-one supporting exhibits (MBC1-MBC21<sup>6</sup>). Mr Juanjuan has been Director of the opponent since November 2023. I take the following from his statement and the accompanying exhibits:

- The opponent's goods are available for sale from <https://alibarbar.com/>, with a screenshot from the website reproduced below:



- Extracts from the opponent's product catalogues from May to October 2024 show

<sup>5</sup> Exhibit 3; A promotional image headed ALIBARBAR shows a web address ([www.p65warnings.ca.gov](http://www.p65warnings.ca.gov)) and, beneath, reads "SALE ONLY ALLOWED IN THE UNITED STATES"

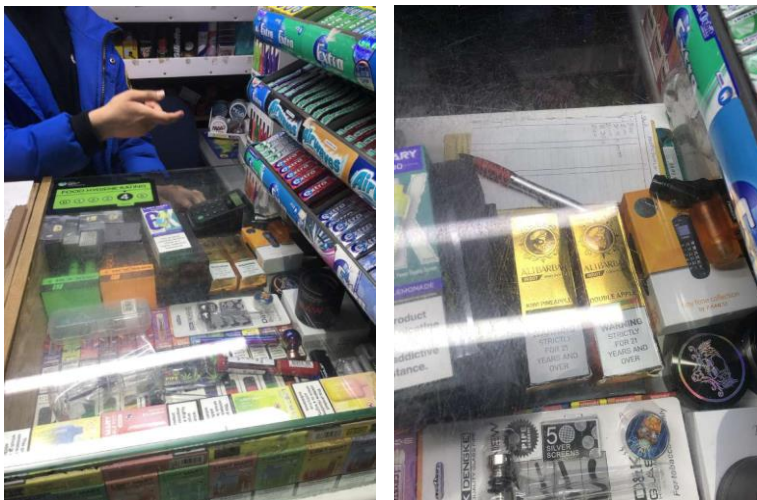
<sup>6</sup> Exhibit MBC21 was not enclosed with the admitted evidence. In reply to an official letter dated 19 December 2025, the opponent provided a copy of the exhibit which appears to comprise a certificate of registration pertaining to EU mark 019024743.

<sup>7</sup> The image is undated

examples of goods which Mr Juanjuan explains “have been, and continue to be, made available for purchase throughout the United Kingdom”. An introduction to the brand explains that “ALIBARBAR is a brand that emphasizes the values of exploration and wealth. “Each puff is a meeting of wealth and smoke,” encouraging trendsetters to be brave in exploration, in pursuit of novelty, creativity, and high quality e-cigarette products.”

- Its product catalogue refers to a number of accolades including “Best Innovation” in 2023 and “Best New POD” in 2024.<sup>8</sup> As for the featured products, these include various vaping devices (including e-hookahs), nicotine pouches and chewing gum.

- Mr Juanjuan encloses a selection of photographs,<sup>9</sup> the first of which (below) is annotated “Photo taken at 40 a Notting Hill Gate, a product display cabinet in the store under the name of lcrack phone limited, and the store’s sales receipt”. It is difficult to make out where the opponent’s sign is displayed within the initial photograph, though a further image from the same exhibit shows ALIBARBAR vaping goods beneath a counter (unspecified). I have included this photo alongside for reference.



- A further photograph shows an ALIBARBAR vape laid alongside a receipt from “FONE AND VAPE STOP, TW3 1LR” dated 31 May 2024. The receipt does not show which products were purchased but the total shown is £20.00. The vape has also been

<sup>8</sup> There is no accompanying information to explain the context or scope of these awards, nor the jurisdiction in which they were awarded.

<sup>9</sup> MBC4

photographed next to a terminal for card payments with a value of £20.00 displayed on the screen. A further photograph shows the opponent's vaping products positioned on a shelf alongside various third-party goods. Following a photograph displaying simply a 'Spitalfields' plaque is a photograph of a hand holding an ALIBARBAR vape with an undisclosed street in the background. A tax invoice from *Icrack phones limited* shows a purchase of £150.00 for "ALIBARBAR Description: INGOT 9000 GRAPE ICE & MANGO MAGIC 10 PCS" from a "Walkin Customer" on 8 April 2024.

- Mr Juanjuan describes Exhibit MBC5 as "a breakdown of the Cancellation Applicant's sales revenue generated from its ALIBARBAR products during the relevant period in the United Kingdom." The enclosed document appears to be a sales receipt dated 2 February 2024 between the applicant and *Icrack phones limited* detailing a transaction of 250 "Ingot GRAPE ICES" and 250 "Ingot MANGO MAGIC" totalling £3,000.

- Exhibit MBC6 is described as "a selection of invoices issued by the Cancellation Applicant to various customers in the United Kingdom during the relevant period." The exhibit comprises a single invoice, with the details of the transaction mirroring those set out in the receipt referred to above. The invoice makes clear that the total sum of £3,000 is to be paid before February 9, 2024.

- A selection of contracts set out the means of promotion or advertisement the applicant has engaged in<sup>10</sup>. An agreement between the applicant and The Vaping Group Limited (UK) dated 13 May 2024 refers to a payment of £29,988.00. The "Advert Location" is recorded in the agreement as "Front Cover Dubai 2025", with the "Special Comments" reading "Dubai 2025 front cover + 2 free pages and editorial; Casino sponsorship UK October show – shelf 2 for product placement and logo high middle; Intertabac double page; Vapetv 6 month full package." An invoice<sup>11</sup> between the same parties for the same amount is also enclosed. A further invoice of 13 May 2024 from the Vaping Group Ltd references the provision of a "4 page pullout issue 1-3" at a cost of £8,200, alongside an agreement showing that this amount was to be paid in triplicate via a payment plan totalling £24,600.<sup>12</sup>

---

<sup>10</sup> MBC8-13

<sup>11</sup> Dated 13 May 2024

<sup>12</sup> Also enclosed are documents showing "fees paid" to the Vaping Group, with the majority of text appearing in foreign scripture and (what appear to be converted) amounts displayed in US Dollars and Great British Pounds (£8,200.58).

- Enclosed within Exhibits MBC14-19 are examples of UK “marketing campaigns”. I reproduce the first image below, with the remainder of the exhibit comprising social media posts from platforms including Facebook, Instagram, Tiktok and Twitter, of which a sample are also displayed below.

**ALIBARBAR brand's outdoor advertising at Lockett Street, Cheetham Hill, Manchester M8 8EE in 2024**



**Alibarbar Vapes**  
5月30日 · 公开

2 Day Countdown!  
You are sincerely invited to encounter ALIBARBAR at the exhibition in Madrid, Spain.  
📅 Time: 1st and 2nd of June 2024  
📍 Location: A30+A31 in PABELLÓN DE CRISTAL DE LA CASA DE CAMPO  
#vapelite  
#... 展开

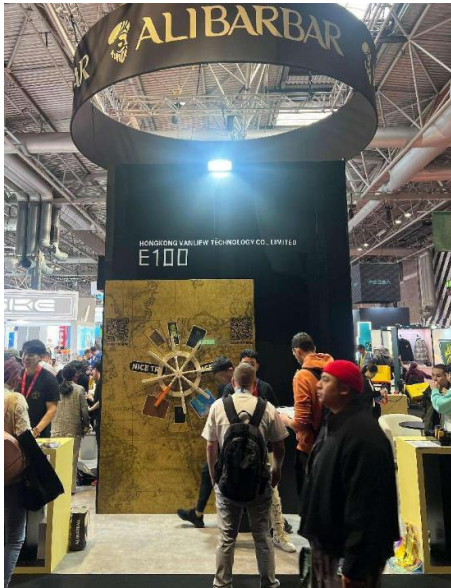
**Alibarbar Vapes**  
6月18日 · 公开

Enjoy the World Vape Show in Dubai!🥳  
Thank you very much to all the vape lovers who attended. We look forward to meeting you again at the vape expo in Prague, Czech Republic!  
#vape #vapelovers

- There are also Youtube screenshots from the opponent’s profile. It is difficult to make out the video’s titles or number of views, though much of the writing in the pages appears to be expressed in foreign characters, as seen below:



- Mr Juanjuan submits that the photograph below shows the opponent’s “participation in sales and marketing activities carried out at the E-Cigarette Exhibition in Birmingham, UK”:



## The applicant's evidence

17. The applicant's evidence comes in the form of a witness statement from its director, Mr Haobin Long. Mr Long's statement is dated 30 April 2025 and supported by three exhibits (Exhibits 1-3).

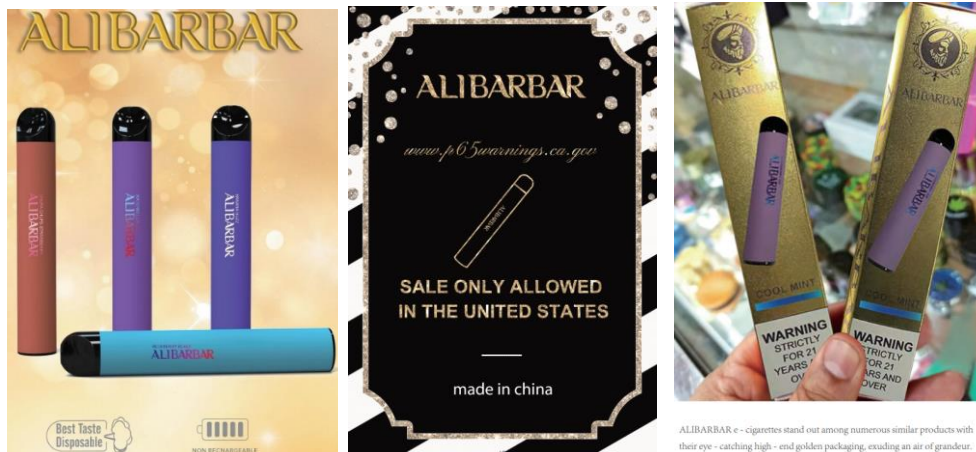
- At Exhibit 1 is a sales contract between the applicant and *Vape Craves Manjeet Singh*, at a Manchester (UK) address. The contract is dated 2023.05.28 and refers to goods described as "ALIBARBAR VAPE DISPOSABLE DEVICE", with a quantity of 60,000 and unit price of USD1.200 totalling USD72,000. The contract incorporates "products pictures", reproduced below:



- Exhibit 2 comprises a customs clearance document signed on 18 November 2023. The applicant is recorded as the shipper and the consignee is Vape Craves Manjeet Singh, with a departure airport in Korea and the destination London Heathrow. The nature of

the goods is described as ALIBARBAR VAPE.

- At Exhibit 3 Mr Long encloses “examples of the Applicant’s ALIBARBAR products and some advertising”. Payments are detailed in “XTransfer” documents though their significance is not clear. For completeness, I reproduce below a sample of the images:



18. That concludes my summary of the parties’ evidence, insofar as I consider it necessary.

## Goodwill

19. As the case law makes clear, the first hurdle the opponent must overcome is to show that it had the necessary goodwill in the relied upon sign at the relevant date(s). In *South Cone Incorporated v Jack Bessant, Dominic Greensmith, Kenwyn House and Gary Stringer (a partnership)*<sup>13</sup>, Pumfrey J. stated:

“27. There is one major problem in assessing a passing off claim on paper, as will normally happen in the Registry. This is the cogency of the evidence of reputation and its extent. It seems to me that in any case in which this ground of opposition is raised the registrar is entitled to be presented with evidence which at least raises a prima facie case that the opponent's reputation extends to the goods comprised in the applicant's specification of goods. The requirements of the objection itself are considerably more stringent than the

<sup>13</sup> [2002] RPC 19 (HC)

enquiry under s.11 of the 1938 Act (see *Smith Hayden & Co. Ltd's Application (OVAX) (1946) 63 R.P.C. 97* as qualified by *BALI Trade Mark [1969] R.P.C. 472*). Thus the evidence will include evidence from the trade as to reputation; 54 evidence as to the manner in which the goods are traded or the services supplied; and so on.

28. Evidence of reputation comes primarily from the trade and the public, and will be supported by evidence of the extent of use. To be useful, the evidence must be directed to the relevant date. Once raised, the applicant must rebut the prima facie case. Obviously, he does not need to show that passing off will not occur, but he must produce sufficient cogent evidence to satisfy the hearing officer that it is not shown on the balance of probabilities that passing off will occur.”

20. However, in *Minimax GmbH & Co KG v Chubb Fire Limited*<sup>14</sup>, Floyd J. (as he then was) stated that:

“[The above] observations are obviously intended as helpful guidelines as to the way in which a person relying on section 5(4)(a) can raise a case to be answered of passing off. I do not understand Pumfrey J to be laying down any absolute requirements as to the nature of evidence which needs to be filed in every case. The essential is that the evidence should show, at least prima facie, that the opponent's reputation extends to the goods comprised in the application in the applicant's specification of goods. It must also do so as of the relevant date, which is, at least in the first instance, the date of application.”

21. I have a number of criticisms of the opponent's evidence, beginning with its product catalogues. The exhibited extracts indicate that the opponent enjoys a repurchase rate of 98.2%<sup>15</sup>, “solidifying their leading position among mainstream electronic cigarette brands”. They also list a number of means of engagement (headed “BRAND SUPPORT”) including sponsorship of events, influencer promotion and tasting events. The pages further allege that “ALIBARBAR has obtained numerous patents and

---

<sup>14</sup> [2008] EWHC 1960 (Pat)

<sup>15</sup> The data appears to be attributed to “GTM Surveys”

copyrights in the field, dedicated to allowing technological innovation to promote a healthier and happier lifestyle for people.” Whilst Mr Juanjuan explains that the catalogues are “from May 2024 to October 2024”, it is not clear whether or not the catalogue extracts were published prior to the application date of the contested mark, nor is it clear where these catalogues were available nor to what extent or amongst which consumers the catalogues were circulated. Even having accepted the opponent’s claim that the catalogues show examples of the goods that have been, and continue to be, available for purchase in the UK, in the absence of any corroborating details it is not clear what contribution these catalogues would have made in the establishment of any goodwill in the relied upon sign, having regard to the relevant date(s). Similarly, the majority of the images featured in the opponent’s evidence showing website excerpts, social media posts and photographs of its products, for example, are undated, and some are without context altogether. The same can be said for the various accolades detailed in the opponent’s catalogue; it is not clear in which territory the awards were distributed nor the means of determining success.

22. Further, some of the exhibits quite clearly concern, or allude to, use of the opponent’s sign in other territories. Its social media posts, for example, invite viewers to attend exhibitions held in cities such as Madrid and Dubai, and in the Czech Republic. I also note that, within the product catalogues referred to above it appears that, alongside purchases of ALIBARBAR vape products, users are given access to scratch cards whereby they can win prizes. The equivalent monetary value is expressed in *dollars*, with the scheme referred to as a ‘\$100,000 DREAM COME TRUE’<sup>16</sup>. The page explains that “the total prize pool is \$100,000”, with the first prize being “an ALIBARBAR pure gold e-cigarette worth \$50,000” and the second prize “an e-cigarette mystery box or gift mystery box worth \$100”. For the purpose of my assessment, it is only the opponent’s custom generated in the UK that is relevant and, for reasons such as those highlighted here, it is difficult to ascertain whether the opponent’s evidence, in its entirety, relates to use or promotion of the sign in a single territory (specifically the UK). The store receipt from a UK retailer may show that the applicant’s goods were available to purchase in the UK prior to the application of the contested mark but does not speak to the opponent’s goodwill in the relied upon sign. In regard to the Birmingham trade show, I have only a single photograph from the

---

<sup>16</sup> The page is headed ‘REGULAR MARKETING ACTIVITIES SUPPORT’

event, absent of any helpful details such as the date it was held, how many attendees it attracted nor what kind of interest it generated for the opponent or its goods.

23. The revenue generated by sales of the opponent's products, at least that which it has disclosed, is not, to my mind, particularly compelling and I have no market share nor turnover figures to consider (though I expect the market to be vast). Whilst the opponent has provided evidence of engagement with promotional investment, enclosing contracts obtaining "front page" coverage and arrangements with *Intertabac* and *Vapetv*, for example, not all transactions appear to relate to the UK<sup>17</sup> and, even so, there is little indication of how far-reaching such arrangements would have been (such as means of advertising, readership or circulation details)<sup>18</sup>. As regards its 'outdoor advertising', for example, I have only one photograph<sup>19</sup> of a single placard displaying the opponent's goods at an address in Manchester. Furthermore, the alleged use of the sign is not particularly longstanding (with the opponent claiming that use began in February 2024). In light of these findings, and on reflection of the evidential picture as a whole, I find there is nothing before me to demonstrate an *attractive force* attributable to the opponent's sign. Whilst I have taken into account that it is possible for small businesses to demonstrate a goodwill which is more than trivial<sup>20</sup>, in the present case the evidence falls short of establishing a protectable goodwill altogether. This finding applies to the primary relevant date of 2 July 2024 and, for completeness, I reach the same conclusion when I consider the position at the earlier potential relevant date of 28 May 2023.

24. Without the existence of a protectable level of goodwill in the opponent's business, there can be no misrepresentation or damage. As such, the opponent's claim under section 5(4)(a) of the Act falls at the first hurdle.

## CONCLUSION

25. The opposition is unsuccessful. Subject to any successful appeal against my

---

<sup>17</sup> MBC9: Contracts refer specifically to Dubai, for example, and an invoice makes specific reference to promotional activities which are recorded as 'non-UK services'

<sup>18</sup> An invoice dated 13 May 2024 reads 'UK Services: Casino Sponsorship UK October Show; VapeTV 6 Month Full Package; Outdoor Advertising' (£6,656.67), MBC9

<sup>19</sup> Dated "2024"

<sup>20</sup> See, for example, *Lumos Skincare Limited v Sweet Squared Limited and others* [2013] EWCA Civ

decision, the applicant's mark may proceed to registration for all goods applied for.

## **COSTS**

26. The applicant has been successful and is entitled to a contribution towards its costs. Using Tribunal Practice Notice 1 of 2023 as a guide, I award the applicant costs as follows:

Considering the Notice of Opposition and preparing a counterstatement:	£250
Considering the opponent's evidence and preparing evidence:	£400 <sup>21</sup>
<b>Total</b>	<b>£650</b>

27. I order HONGKONG VANLIEW TECHNOLOGY CO., LIMITED to pay LEAFCO TECH LIMITED the sum of £650. This sum is to 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 30<sup>th</sup> day of January 2026**

**Laura Stephens**  
**For the Registrar**

---

<sup>21</sup> I have taken into account the substantiveness of the applicant's evidence