

BL O/0246/26

TRADE MARKS ACT 1994

IN THE MATTER OF UK REGISTRATION NO. 1542853

IN THE NAME OF PETER FRANCIS MCKENNA

IN RESPECT OF THE FOLLOWING TRADE MARK:

EASYDRIVE

IN CLASS 36

AND

AN APPLICATION FOR REVOCATION THEREOF

UNDER NUMBER 507820

BY KILBURN & STRODE LLP

BACKGROUND AND PLEADINGS

1. The UK trade mark (“UKTM”) shown on the front page of this decision (UKTM no: 1542853) (“the contested mark”) stands registered in the name of Peter Francis McKenna (“the registered proprietor”). It was filed on 24 July 1993 and completed its registration process on 4 November 1994. The mark stands registered for the following services:

Class 36: Financing services, all relating to the purchase of motor vehicles; all included in Class 36.

2. On 20 September 2024, Kilburn & Strode LLP (“the cancellation applicant”) applied to revoke the contested mark on grounds of non-use in accordance with sections 46(1)(a) and 46(1)(b) of the Trade Marks Act 1994 (“the Act”). Revocation is sought in respect of the specification in its entirety. The periods in respect of which non-use is claimed are 5 November 1994 to 4 November 1999, with an effective date of revocation of **5 November 1999** under section 46(1)(a) (“the first relevant period”), and 20 September 2009 to 19 September 2014, with an effective date of revocation of **20 September 2014** (“the second relevant period”), 20 September 2014 to 19 September 2019, with an effective date of revocation of **20 September 2019** (“the third relevant period”) and 20 September 2019 to 19 September 2024, with an effective date of revocation of **20 September 2024** (“the fourth relevant period”) under section 46(1)(b).

3. The registered proprietor filed a defence and counterstatement in which it denies the claims against it in their entirety. The registered proprietor states that it has made genuine use of the contested mark, for the services covered by the registration, within the relevant periods.

4. Both the registered proprietor and the cancellation applicant are self-represented. Only the registered proprietor filed evidence in these proceedings, and this will be summarised to the extent that it is considered appropriate. No hearing was requested, and neither party filed written submissions in lieu of a hearing. This decision is taken following a careful consideration of the papers filed.

EVIDENCE

5. The registered proprietor filed evidence in chief in the form of his own witness statement dated 1 February 2024, accompanied by exhibits J4 and JS55. Mr McKenna is the registered proprietor in these proceedings and is also a director of a company called AMS Insurance Services Limited.

6. I have given due consideration to all of the documents filed by both parties but will only refer to them as appropriate to the extent that is necessary in my decision.

DECISION

7. 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 is 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.”

8. Section 100 is also relevant, which reads:

“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.”

9. 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.

RELEVANT CASE LAW

10. 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 C40/01 *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 Kameradschaft '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 Merken 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]; *Centrotherm* at [71]; *Leno* at [29]; *Ferrari* at [32].

(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].

11. In *Dosenbach-Ochsner Ag Schuhe Und Sport v Continental Shelf 128 Ltd*, Case BL O/404/13, Mr Geoffrey Hobbs QC (as he then was), sitting as the Appointed Person stated that:

“22. When it comes to proof of use for the purpose of determining the extent (if any) to which the protection conferred by registration of a trade mark can legitimately be maintained, the decision taker must form a view as to what the evidence does and just as importantly what it does not ‘show’ (per Section 100

of the Act) with regard to the actuality of use in relation to goods or services covered by the registration. The evidence in question can properly be assessed for sufficiency (or the lack of it) by reference to the specificity (or lack of it) with which it addresses the actuality of use.”

12. What I take from this case law is that there is no requirement to produce any specific form of evidence, but that I must consider what the evidence as a whole shows me, and whether on this basis I can reasonably be satisfied on the balance of probabilities that there has been genuine use of the contested mark.

EVIDENCE OF USE

The Registered Proprietor's Evidence

13. I note the following from the witness evidence of Mr McKenna:

- a. Mr McKenna is the company director of AMS Insurance Services Limited and has held this position since 1992.
- b. AMS Insurance Services Limited provide GAP insurance under their registered trade name of Asset Secure and a range of other insurance and non-insurance products on a wholesale basis under the EASYDRIVE trade mark to authorised FCA agents such as car dealerships, insurance brokers, finance/leasing companies and manufacturers throughout the UK. The agents receive a commission to sell the products direct to their customers using the AMS online system.
- c. Mr McKenna states that the EASYDRIVE product is not sold directly to the public:

“the bulk of the marketing and advertising is through mail shots, including brochures, point of sale material on display in our dealers and brokers premises and websites”¹.

¹ Witness statement of Peter McKenna, para 3

- d. Mr McKenna has provided examples of the marketing and advertising materials referred to above, under exhibit J4. I note that this is 58 pages and comprises of a number of different documents. I have no explanation regarding this and will therefore make my own observations.
- i. A marketing flyer has been provided. This is undated but the flyer bears the EASYDRIVE mark and notes that AMS are celebrating their 30th anniversary (1992-2022).
 - ii. A screenshot of the AMS website has been provided which shows the EASYDRIVE mark for excess protection, which appears to be offered for a range of vehicle types (cars, vans, motorhomes, motorcycles etc) over a 12-month period with a choice of benefits. This is undated.
 - iii. There are screenshots from MotorTrader.com bearing an EASYDRIVE advert dated April 2023 and May 2023.
 - iv. There is an EASYDRIVE motorists pack detailing different types of policy and pricing for the same. The documents are undated.
 - v. Mr McKenna has provided a specimen of an EASYDRIVE warranty and policy schedule. The mark is displayed on both documents; however, these are undated.
 - vi. A copy of an EASYDRIVE guarantee registration form is provided. This appears to offer paint and fabric protection on a vehicle. This is undated.
 - vii. I have been provided with several specimen insurance policy schedules. These bear the EASYDRIVE mark. All are undated.
 - viii. I have been provided with a copy of the EASYDRIVE MOT cover policy booklet. This bears the EASYDRIVE mark. This is undated.
- e. Mr McKenna states that EASYDRIVE direct marketing costs include advertising, conferences, exhibitions, in client training courses and

brochures. He states that the average marketing spend per year within the relevant period was £10,681.60. Mr McKenna further states:

“4. Invoices for these charges are no longer available having been destroyed as they are over seven years old. Evidence of advertising breakdown by nominal ledger are summarised in 5 below and exhibit JS5 attached.

5. Costs in the relevant period was as follows:

2012/2013 £1,894.80

2013/2014 £18,031.20

2014/2015 £27,766.80

2015/2016 £4,713.20

2016/2017 £1,002.00”²

- f. As per his comments above, Mr McKenna has provided a breakdown of the EASYDRIVE marketing spend as follows:

² I note that these figures are also provided within Exhibit JS5

AMS EasyDrive

No	Type	Date	Financial Year	Ref.	Amount	Debit	Credit
107327	PI	13/11/2012	Oct 2012 - Sept 2013	042	600.00	600.00	0.00
107834	PI	24/11/2012	Oct 2012 - Sept 2013	071	180.00	180.00	0.00
111514	BP	11/03/2013	Oct 2012 - Sept 2013	210	400.80	400.80	0.00
117566	PI	13/09/2013	Oct 2012 - Sept 2013	455	714.00	714.00	0.00
120017	PI	12/11/2013	Oct 2013 - Sept 2014	037	2100.00	2100.00	0.00
121165	PI	11/12/2013	Oct 2013 - Sept 2014	083	2400.00	2400.00	0.00
121157	PI	16/12/2013	Oct 2013 - Sept 2014	075	498.00	498.00	0.00
124143	PI	31/01/2014	Oct 2013 - Sept 2014	169	1920.00	1920.00	0.00
125389	PI	28/02/2014	Oct 2013 - Sept 2014	199	720.00	720.00	0.00
127260	PI	25/03/2014	Oct 2013 - Sept 2014	227	420.00	420.00	0.00
127262	PI	31/03/2014	Oct 2013 - Sept 2014	230	1320.00	1320.00	0.00
127259	PI	31/03/2014	Oct 2013 - Sept 2014	227	120.00	120.00	0.00
127266	PI	16/04/2014	Oct 2013 - Sept 2014	234	660.00	660.00	0.00
127281	PI	24/04/2014	Oct 2013 - Sept 2014	249	60.00	60.00	0.00
128287	PI	30/04/2014	Oct 2013 - Sept 2014	262	720.00	720.00	0.00
129595	PI	04/06/2014	Oct 2013 - Sept 2014	289	1560.00	1560.00	0.00
130815	PI	26/06/2014	Oct 2013 - Sept 2014	322	300.00	300.00	0.00
130814	PI	30/06/2014	Oct 2013 - Sept 2014	321	3385.20	3385.20	0.00
130813	PI	30/06/2014	Oct 2013 - Sept 2014	320	720.00	720.00	0.00
134382	PI	20/08/2014	Oct 2013 - Sept 2014	377	660.00	660.00	0.00
134381	PI	15/09/2014	Oct 2013 - Sept 2014	376	468.00	468.00	0.00
136687	PI	17/10/2014	Oct 2014 - Sept 2015	004	468.00	468.00	0.00
138033	PI	31/10/2014	Oct 2014 - Sept 2015	019	1800.00	1800.00	0.00
139233	PI	18/11/2014	Oct 2014 - Sept 2015	051	468.00	468.00	0.00
139227	PI	20/11/2014	Oct 2014 - Sept 2015	045	1320.00	1320.00	0.00
139226	PI	20/11/2014	Oct 2014 - Sept 2015	043	60.00	60.00	0.00
139225	PI	20/11/2014	Oct 2014 - Sept 2015	042	648.00	648.00	0.00
139239	PI	30/11/2014	Oct 2014 - Sept 2015	057	1800.00	1800.00	0.00
139223	PC	30/11/2014	Oct 2014 - Sept 2015	044	-1188.00	0.00	1188.00
139222	PI	08/12/2014	Oct 2014 - Sept 2015	040	1200.00	1200.00	0.00
139743	PI	15/12/2014	Oct 2014 - Sept 2015	071	468.00	468.00	0.00
142073	PI	31/12/2014	Oct 2014 - Sept 2015	108	7800.00	7800.00	0.00
145193	PI	13/03/2015	Oct 2014 - Sept 2015	162	468.00	468.00	0.00
146513	PI	02/04/2015	Oct 2014 - Sept 2015	183	12000.00	12000.00	0.00
149149	PI	18/05/2015	Oct 2014 - Sept 2015	220	468.00	468.00	0.00
150416	PC	21/05/2015	Oct 2014 - Sept 2015	23926	-600.00	0.00	600.00
150425	PI	05/06/2015	Oct 2014 - Sept 2015	230	118.80	118.80	0.00
154993	PI	17/08/2015	Oct 2014 - Sept 2015	292	468.00	468.00	0.00
160449	VP	19/10/2015	Oct 2015 - Sept 2016	VP	5.00	5.00	0.00
162926	PI	31/12/2015	Oct 2015 - Sept 2016	057	2040.00	2040.00	0.00
165495	PI	10/02/2016	Oct 2015 - Sept 2016	091	124.20	124.20	0.00
167437	PI	17/03/2016	Oct 2015 - Sept 2016	120	540.00	540.00	0.00
167449	PI	31/03/2016	Oct 2015 - Sept 2016	127	960.00	960.00	0.00
171830	PI	27/06/2016	Oct 2015 - Sept 2016	206	60.00	60.00	0.00
173402	PI	26/07/2016	Oct 2015 - Sept 2016	232	150.00	150.00	0.00
173396	PI	15/08/2016	Oct 2015 - Sept 2016	226	600.00	600.00	0.00

174549	PI	18/08/2016	Oct 2015 - Sept 2016	260	234.00	234.00	0.00
185773	BP	28/02/2017	Oct 2016 - Sept 2017	10523	354.00	354.00	0.00
201826	VP	28/06/2017	Oct 2016 - Sept 2017	VP	648.00	648.00	0.00

I note that this refers to AMS EASYDRIVE and the individual payments range from 13 November 2012 until 28 June 2017. A total of £53,408 is spent within this period. I have no information before me to confirm what each of these payments relates to individually.

- g. Mr McKenna states that the EASYDRIVE brand has been an essential element of his business over the last 30 years. He confirms that in February 2024, the FCA suspended GAP insurance whilst it was investigated, and GAP insurance has now been reinstated with select insurers and their agents on a limited basis. EASYDRIVE have been allowed to sell GAP insurance again through online agents³. I have no information as to what dates this relates to but can assume that this was post-February 2024 based upon the information provided above.
- h. Mr McKenna states that the marketing and advertising expenditure in relation to EASYDRIVE has been increased, in order to increase sales of other EASYDRIVE products which are not subject to the ongoing FCA review. I have no evidence before me as to the extent of this financial increase or what the money is being spent on.

FORM OF THE MARK IN USE

14. Before I move on to assess the sufficiency of the evidence, I shall begin by addressing the way in which the contested mark has been displayed in relation to the relevant goods and services in evidence.

15. The contested mark is a word only mark presented in upper case. Given that normal and fair use of the registration will cover use in any colour, standard typeface or font, where the mark is used in capitals or title case this is use of the mark as registered and is use upon which the registered proprietor may rely⁴. The mark is also shown as follows throughout the evidence:

³ Witness statement of Mr McKenna, para 7

⁴ *Bentley Motors Limited v Bentley 1962 Limited*, BL O/158/17



16. With regards to the above marks, I acknowledge that where a registered mark is used with additional matter, this may still constitute acceptable use of the mark as registered, where this element continues to act independently as an indicator of origin⁵.

17. I consider that use of the mark as shown above, does not detract from the word itself, and the addition of the device will merely be seen as a stylistic element. I find that the word element of the above version continues to play an independent, dominant role and therefore continues to indicate origin. Consequently, I find that use of the above stated marks is use upon which the registered proprietor can rely.

GENUINE USE

Assessment of Evidence

18. With regard to the evidence of use submitted, I must now consider if it sufficiently demonstrates genuine use, whilst reminding myself that use does not have to be quantitatively significant to be genuine. The burden is on the registered proprietor to prove that it has used its mark within the relevant period. Therefore, it was the registered proprietor's responsibility to provide proof that the mark was used within the UK during the relevant periods.

19. Whether the evidence is sufficient for this purpose will depend on whether it demonstrates that there has been real commercial exploitation of the mark, in the course of trade, sufficient to create or maintain a market for the goods and services at issue in the relevant territory during the relevant five-year period. In making this assessment, I am required to consider all relevant factors, including:

⁵ *Colloseum Holdings AG v Levi Strauss & Co.*, Case C-12/12

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

20. I have carefully considered the evidence provided by the registered proprietor and whether this meets the requirements for genuine use as per *easyGroup*, set out earlier in this decision. I am also mindful of the guidance from the *Dosenbach-Ochsner* case⁶. With this in mind I find there are various shortcomings in the evidence.

21. The registered proprietor's evidence comprises of a two-page witness statement and only two exhibits. I find the evidence to be vague, and the statement does not provide much in the way of supporting narrative. As noted above, there is no commentary in respect of the exhibits provided or what they are supposed to show. I accept the assertion that the mark has been used over the past 30 years, however, the evidence does not tell me to what extent, whether use has been consistent or whether this has fallen within the relevant periods.

22. Notably, turnover figures resulting from relevant sales during the relevant periods are absent, as is any information regarding market share. The mere existence of leaflets and screenshots from websites and brochures in isolation, are of little evidentiary value without any supporting information such as an indication as to how many people viewed this information, over what period, the location of those people, the volume of custom generated as a result, or the extent that the relevant consumer had been exposed to the mark by viewing this material. These details have not been provided. I also note that the vast majority of this evidence is undated meaning that it cannot be attributed to any of the relevant periods.

⁶ Along with *Awareness Limited v Plymouth City Council*, Case BL O/236/13, emphasising the need to consider what the evidence fails to "show", and what might reasonably have been conclusively shown.

23. The best evidence that I have before me relates to the marketing of the mark and the investment in advertising and promotion. Mr McKenna states that invoices over seven years old have been destroyed, which I accept. However, I have nothing further to illustrate use during the earlier relevant periods as all of the other evidence is undated. I have been provided with a breakdown of the costs spent on marketing from the third relevant period. Whilst Mr McKenna has submitted that these average £10,681.60 per annum, I note that there is a great degree of variability in the amounts spent each year, with a spend of £27,766.80 in 2014/15 and £1,002 spent in 2016/17, for example. I note Mr McKenna's assertion that these costs have included "direct marketing costs including advertising, conferences, exhibitions, in client training courses and brochures". I also note that Mr McKenna does not state which relevant period he is referring to, and whilst he has gone on to provide the details above, he has provided the costs for the years 2012/2013 to 2016/2017, which would cover the second and third relevant periods only. The table which has been reproduced at paragraph 15(f) above, is said to provide a breakdown of marketing spend between 13 November 2012 and 28 June 2017, however, I have no information to confirm what each of these payments relate to individually and it is not clear from the table provided. There are no marketing figures at all for the fourth relevant period.

24. As stated above, there are numerous shortcomings in the evidence. I have evidence before me of marketing spend up until the end of the third relevant period and can infer from this that there must have been an active ongoing business under the mark as otherwise repeated significant spends on marketing would be nonsensical. However, there is no evidence before me for the fourth relevant period aside from two adverts on mototrader.com, and whilst I accept that use of the mark need not always be quantitatively significant for it to be deemed genuine, I am not satisfied that the evidence in this later period is sufficient to show that there has been a real attempt to exploit the mark in the UK during that time.

CONCLUSION

25. The revocation is successful in its entirety under section 46(1)(b) of the Act. UK trade mark number 1542853 shall be revoked from the fourth revocation date sought, namely from 20 September 2024.

COSTS

26. The cancellation applicant has been successful and is entitled to a contribution towards their costs. In the circumstances I award the cancellation applicant the sum of £550 as a contribution towards the cost of the proceedings, in accordance with Tribunal Practice Notice 1/2023. The sum is calculated as follows:

Official fee:	£200
Preparing and filing the TM26(N) and considering the counterstatement:	£350
Total:	£550

27. I therefore order Peter Francis McKenna to pay Kilburn & Strode LLP the sum of £550. The above sum should be paid within twenty-one days of the expiry of the appeal period or within twenty-one days of the final determination of this case if any appeal against this decision is unsuccessful.

Dated this 23rd day of March 2026

LA Bailey

For the Registrar,

The Comptroller-General