

**O/0456/26**

**TRADE MARKS ACT 1994**

**IN THE MATTER OF UK REGISTRATION NO. 3449047**

**IN THE NAME OF WILLIAM WINTER**

**IN RESPECT OF THE FOLLOWING TRADE MARK**



**AND**

**AN APPLICATION FOR A DECLARATION OF THE INVALIDITY  
THEREOF UNDER NO 507525**

**BY**

**THE PREMSPEC GROUP LTD**

## BACKGROUND AND PLEADINGS

1. Trade mark No. 3449047 shown on the cover page of this decision stands registered in the name of William Winter (“the registered proprietor”). It was applied for on 4 December 2019 and completed its registration procedure on 28 February 2020. The goods in the specification are as follows:

### Class 9

*Wiring accessories, namely electrical switches and sockets; circuit breakers; consumer units; smoke detectors; power distribution apparatus; Sockets, plugs and other contacts [electric connections]; Smoke detection apparatus.*

### Class 11

*Electric heaters; thermo fluid radiators; panel heaters; heated towel rails; Electric heating apparatus; Electric heating apparatus.<sup>1</sup>*

2. On 10 July 2024, The Premspec Group Ltd (“the applicant”) filed an application to have this trade mark declared invalid under the provisions of sections 5(4)(a), 5(4)(b), 5(6) and 3(6) of the Trade Marks Act 1994 (“the Act”) which are relevant in invalidation proceedings under section 47 of the Act. The application concerns all the goods listed above. The registered proprietor was formerly a Director of the applicant.

3. Under section 5(4)(a), the applicant claims to have used the following signs throughout the UK since 2017:

**VERSO**

(“the first unregistered sign”)



(“the second unregistered sign”)



(“the third unregistered sign”)

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<sup>1</sup> The term *Electric heating apparatus* appears twice in the specification.



(“the fourth unregistered sign”)



(“the fifth unregistered sign”)

4. The opponent claims to have acquired goodwill under the signs as a result of their use for the following goods:

*Electrical circuit protection apparatus and devices and wiring accessories; electrical circuit protection apparatus and devices and wiring accessories; mainswitch consumer units with surge protection, consumer units, residual current breakers with overcurrent, circuit breakers, arc fault detection devices, socket outlets, plate switches, switch plates, fused connection units, and telephone, data & satellite outlets; electric radiant heating apparatus, electric radiators for heating buildings, electrical heating elements, and electric heating apparatus.*

5. According to the opponent, use of the contested marks would constitute a misrepresentation to the public that would damage the goodwill in its business. Consequently, use of the contested marks would be contrary to the law of passing off.

6. Under section 5(4)(b) of the Act, the applicant claims ownership of the copyright in the second to fifth unregistered signs. The applicant asserts that these logos were created by the registered proprietor in his capacity as an employee and Director of the applicant. It states that there was no agreement that the registered proprietor should be the owner of the copyright. According to the applicant, use of the contested mark would constitute copyright infringement.

7. Under section 5(6) of the Act, the applicant claims that the registered proprietor was its agent or representative and that, as a Director and employee, he had fiduciary responsibilities towards the company. The filing date of the contested mark falls within the registered proprietor’s period of employment by the applicant and was done without the applicant’s consent. The applicant claims that the contested mark would be

considered identical or highly similar to the applicant's signs and be used for identical or similar goods.

8. Under section 3(6), the applicant claims that the registered proprietor applied in his personal name for registration of a mark which lawfully belonged to the applicant. As this took place while he was employed as Director of the applicant, making the application in his own name undermined his fiduciary responsibilities as a Company Director, in particular the requirement to act in a way that would promote the success of the company, set out in section 172(1) of the Companies Act 2006. It further claims that he was attempting to undermine the ability of the applicant to use its brands and that the filing forms part of a pattern of wider trade mark filing activity. The applicant refers to UKTM(A) 4019168 and UKTM(A) 4024284, both of which were for marks including the sign "VERSO" and both of which were withdrawn. It asserts that the conduct of the registered proprietor departs from accepted standards of ethical behaviour or honest commercial and business practices.

9. The registered proprietor filed a defence and counterstatement denying the claims made and putting the applicant to proof of goodwill, its assertions on the ownership of copyright in the second to fifth unregistered signs, and its claims under sections 5(6) and 3(6).

10. On 20 December 2024, the Registry received a request from the registered proprietor to surrender the contested mark. On 3 February 2025, the applicant informed the Registry that it did not intend to withdraw its application for a declaration of invalidity and so these proceedings continue.

## **EVIDENCE AND SUBMISSIONS**

11. The applicant filed evidence from two witnesses. The first is Dennis Boseley, Director of the applicant, The Premsec Group Ltd. He held this position between 22 October 2012 and 17 August 2018 and from 22 February 2024 but states that he has always been the person with significant control and the majority or only shareholder of the applicant. His witness statement is dated 18 December 2024 and is accompanied by 17 exhibits. His evidence goes to the development and use of the VERSO brand and the registered proprietor's role in the company and his conduct leading up to the filing of the application for the trade mark.

12. The second witness is Tim Blake, the Managing Director of ASL (UK) Ltd, trading as Agathos Systems. He has held this position since 1997. His witness statement, which is dated 20 December 2024, is a vehicle for exhibiting correspondence between January and March 2021 between employees of Agathos, the registered proprietor and another former employee of the applicant and purports to show that the registered proprietor was trying to get the VERSO brand recognised as a separate identity.

13. The registered proprietor filed no evidence or submissions during the evidence rounds.

14. Neither party requested to be heard so this decision is made from the papers. Only the applicant filed written submissions in lieu of a hearing on 22 May 2025.

## **REPRESENTATION**

15. The applicant is represented by Wynne-Jones IP Limited. The registered proprietor is represented by Abel & Imray LLP, who replaced Capital Law Limited, the registered proprietor's original representative.

## **RELEVANCE OF EU LAW**

16. 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.

## **DECISION**

17. The relevant parts of section 47 of the Act are as follows:<sup>2</sup>

“(1) The registration of a trade mark may be declared invalid on the ground that the trade mark was registered in breach of section 3 or any of the

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<sup>2</sup> Subsections (2A) and (2G) contain the proof of use provisions relating to earlier registered trade marks and so are not relevant to the grounds under which this application for invalidity has been brought. For reasons of space, I have not reproduced them here.

provisions referred to in that section (absolute grounds for refusal of registration).

Where the trade mark was registered in breach of subsection 1(b), (c) or (d) of that section, it shall not be declared invalid if, in consequence of the use which has been made of it, it has after registration acquired a distinctive character in relation to the goods or services for which it is registered.

(2) Subject to subsections (2A) and (2G), the registration of a trade mark may be declared invalid on the ground –

(a) that there is an earlier trade mark in relation to which the conditions set out in section 5(1), (2) or (3) obtain, or

(b) that there is an earlier right in relation to which the condition set out in section 5(4) is satisfied,

unless the proprietor of that earlier trade mark or other earlier right has consented to the registration.

(2ZA) The registration of a trade mark may be declared invalid on the ground that the trade mark was registered in breach of section 5(6).

...

(3) An application for a declaration of invalidity may be made by any person, and may be made either to the registrar or to the court, except that –

(a) if proceedings concerning the trade mark in question are pending in the court, the application must be made to the court; and

(b) if in any other case the application is made to the registrar, he may at any stage of the proceedings refer the application to the court.

(4) In the case of bad faith in the registration of a trade mark, the registrar himself may apply to the court for a declaration of the invalidity of the registration.

(5) Where the grounds of invalidity exist in respect of only some of the goods or services for which the trade mark is registered, the trade mark shall be declared invalid as regards those goods or services only.

(5A) An application for a declaration of invalidity may be filed on the basis of one or more earlier trade marks or other earlier rights provided they all belong to the same proprietor.

(6) Where the registration of a trade mark is declared invalid to any extent, the registration shall to that extent be deemed never to have been made:

Provided that this shall not affect transactions past and closed.”

### **Section 5(4)(a)**

18. Section 5(4)(a) of the Act is as follows:

“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 or 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 4(A) is met

...”

19. Subsection 4(A) is as follows:

“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.”

20. In *Reckitt & Colman Products Limited v Borden Inc. & Ors* [1990] RPC 341, HL, Lord Oliver of Aylmerton described the “classical trinity” that must be proved in order to reach a finding of passing off at [406]:

“First, he must establish a goodwill or reputation attached to the goods or services which he supplies in the mind of the purchasing public by

association with the identifying 'get-up' (whether it consists simply of a brand name or a trade description, or the individual features of labelling or packaging) under which his particular goods or services are offered to the public, such that the get-up is recognised by the public as distinctive specifically of the plaintiff's goods or services. Secondly, he must demonstrate a misrepresentation by the defendant to the public (whether or not intentional) leading or likely to lead the public to believe that the goods or services offered by him are the goods or services of the plaintiff. Thirdly, he must demonstrate that he suffers or, in a quia timet action, that he is likely to suffer damage by reason of the erroneous belief engendered by the defendant's misrepresentation that the source of the defendant's goods or services is the same as the source of those offered by the plaintiff."

21. *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 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 are 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.”

### ***Relevant date***

22. In *Maier & Anor v ASOS plc & Anor* [2015] EWCA Civ 220, Kitchin LJ (as he then was) said:

“165. ... Under the English law of passing off, the relevant date for determining whether a claimant has established the necessary reputation or goodwill is the date of the commencement of the conduct complained of (see, for example, *Cadbury-Schweppes Pty Ltd v The Pub Squash Co Ltd* [1981] RPC 429). The jurisprudence of the General Court and that of OHIM is not entirely clear as to how this should be taken into consideration under Article 8(4) (compare, for example, T-114/07 and T-115/07 *Last Minute Network Ltd* and Case R 784/2010-2 *Sun Capital Partners Inc*). In my judgment the matter should be addressed in the following way. The party opposing the application or the registration must show that, as at the date of application (or the priority date, if earlier), a normal and fair use of the [contested] trade mark would have amounted to passing off. But if the [contested] trade mark has in fact been used from an earlier date then that

is a matter which must be taken into account, for the opponent must show that he had the necessary goodwill and reputation to render that use actionable on the date that it began.”

23. The application for the contested mark was made on 4 December 2019. There is no evidence to show that the registered proprietor was using the mark in any capacity other than as a Director of the applicant before this date, and so the relevant date for the purposes of this ground is 4 December 2019.

### **Goodwill**

24. The concept of goodwill was considered by the House of Lords in *Inland Revenue Commissioners v Muller & Co's Margarine Ltd* [1901] AC 217 at [224]:

“What is goodwill? It is a thing very easy to describe, very difficult to define. It is the benefit and advantages 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. The goodwill of a business must emanate from a particular centre or source. However widely extended or diffused its influence may be, goodwill is worth nothing unless it has the power of attraction sufficient to bring customers home to the source from which it emanates.”

25. Premspec, the opponent’s business, was created in 2012 as an importer and distributor of electrical products.<sup>3</sup> One of its brands was VERSO, which Mr Boseley says in paragraph 8 of his witness statement was created in 2017. In the next paragraph, he says it was created in 2016 and launched in 2017. Exhibit DBB2 contains an article from the website of *Electrical Contracting News*. It is dated 9 August 2017 and is entitled “PremSpec Launches Fresh Switch Gear and VERSO Accessories Brand At ED&I”. ED&I appears to be a trade exhibition. The first unregistered sign is used in the article and the fourth unregistered sign appears in the image accompanying the text:

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<sup>3</sup> Witness statement, paragraph 4.



26. I accept that the VERSO brand was launched in 2017. Mr Boseley states that it has been used in relation to electrical circuit protection apparatus and devices and wiring accessories such as consumer units, circuit breakers, socket outlets, plate switches, switch plates, fuse connection units, telephone, data and satellite outlets, and so on. He does not state how many of these products were available at the relevant date. The website screenshots in Exhibit DBB3 are all either undated or are dated after the relevant date. The third unregistered sign appears in a January 2019 brochure for another of the applicant's product ranges (PremShield):<sup>4</sup>



<sup>4</sup> Exhibit DBB4, page 59.

27. Mr Boseley has provided turnover figures for goods sold under the VERSO brand for the years 2019 to 2024. Of these, only the first year is relevant, and then only up to 4 December 2019. In the whole year, turnover was £97,839. I consider it reasonable to infer that a large proportion of this amount was generated before the relevant date. A selection of seven invoices can be found in DBB7. Two of these predate the relevant date. The first concerns sales to an undertaking in Norfolk and is dated 1 November 2018. The goods sold include switches, sockets, a pendant set, “switched SKT” and “switched PCU” and the cost of the goods amounts to £456.94 plus VAT.<sup>5</sup> The second invoice is addressed to an undertaking in Chesterfield and is dated 30 August 2019. The goods sold were switches, dimmers, “switched SKT”, sockets, cooker controls, FCU, “Pattress” and plates and their cost amounts to £989.57 plus VAT.

28. Mr Boseley states that the applicant has invested significant resources on marketing and promoting its brands, but the evidence given is not sufficiently focused to the relevant date. He says that around £100,000 was spent between 2019 to 2022, but he does not say how this was distributed across this period.<sup>6</sup> He also refers to a video review of the VERSO range of consumer units that was published on YouTube on 7 March 2021, i.e. after the relevant date. I do note the evidence that the brand was launched at a trade exhibition.<sup>7</sup>

29. Finally, on this ground, I note that Exhibit DBB6 contains printouts from the websites of online retailers showing the applicant’s electrical consumer units. These are undated but Mr Boseley states that “*they have been consistent with the offerings of our VERSO products since 2017 to date*”.<sup>8</sup> The first, second and fifth unregistered signs can be seen on the listings.

30. In *South Cone Incorporated v Jack Bessant, Dominic Greensmith, Kenwyn House and Gary Stringer (a partnership)* [2002] RPC 19 (HC), 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

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<sup>5</sup> Mr Boseley states in paragraph 16 of his witness statement that goods marked on the invoices with the letter V are from the VERSO range.

<sup>6</sup> Witness statement, paragraph 18.

<sup>7</sup> See paragraph 25 above.

<sup>8</sup> Witness statement, paragraph 15.

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 enquiry under s. 11 of the 1938 Act (see *Smith Hayden & Co Ltd's Application (OVAX)* (1946) 63 RPC 97 as qualified by *BALI Trade Mark* [1969] RPC 472). Thus the evidence will include evidence from the trade as to reputation; 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."

31. However, in *Minimax GmbH & Co KG v Chubb Fire Limited* [2008] EWHC 1960 (Pat), Floyd J (as he then was) stated that:

"8. [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."

32. In *Smart Planet Technologies, Inc. v Rajinda Sharma (Recup Trade Mark)*, BL O/304/20, Mr Thomas Mitcheson QC, sitting as the Appointed Person, reviewed the following authorities about the establishment of goodwill for the purposes of

passing-off: *Starbucks (HK) Ltd v British Sky Broadcasting Group Plc* [2015] UKSC 31, paragraph 52, *Reckitt & Colman Product v Borden* [1990] RPC 341, HL and *Erven Warnink B.V. v. J. Townend & Sons (Hull) Ltd* [1980] R.P.C. 31. After doing so, he concluded that:

“34. ... a successful claimant in a passing off claim needs to demonstrate more than nominal goodwill. It needs to demonstrate significant or substantial goodwill and at the very least sufficient goodwill to be able to conclude that there would be substantial damage on the basis of the misrepresentation relied upon.”

33. I cannot see any use of the signs in connection with heating apparatus. Any use appears to be restricted to wiring accessories and electrical distribution apparatus, namely, consumer units. These are goods that are likely to be sold to specialists in the electrical trade, rather than the general public. This is the relevant class of public I must bear in mind when assessing whether the applicant has a protectable goodwill. The evidence is limited, but I remind myself that small levels of goodwill may be protected, provided that they are not nominal. I am satisfied that, despite its limitations, the evidence is sufficient to show that the applicant had acquired modest goodwill in relation to the sale of electrical circuit protection apparatus and devices and wiring accessories, consumer units, connection units, switch plates and sockets, and that the first, third and fourth unregistered signs at least were distinctive of that goodwill. The evidence from after the relevant date casts light backwards and shows a continuing trade in the goods identified above under the first, third and fourth unregistered signs. The only evidence of the second and fifth unregistered signs is undated.

### ***Misrepresentation***

34. The relevant test was set out by Morritt LJ in *Neutrogena Corporation & Anor v Golden Limited & Anor* [1996] RPC 473 at [493]:

“There is no dispute as to what the correct legal principle is. As stated by Lord Oliver of Aylmerton in *Reckitt & Colman Products Ltd v Borden Inc* [1990] RPC 341 at page 407 the question on the issue of deception or confusion is:

‘is it, on a balance of probabilities, likely that, if the appellants are not restrained as they have been, a substantial number of members of the public will be misled into purchasing the defendants’ [product] in the belief that it is the respondents’ [product].’

The same proposition is stated in Halsbury’s Laws of England 4<sup>th</sup> Edition Vol. 48 para. 148. The necessity for a substantial number is brought out also in *Saville Perfumery Ltd v June Perfect Ltd* (1941) 58 RPC 147 at page 175; and *Re Smith Hayden’s Application* (1945) 63 RPC 97 at page 101.”

35. The table below shows the contested mark and the first, third and fourth unregistered signs:

Contested Mark	Earlier Signs
	<p data-bbox="842 981 959 1014">VERSO</p>  

36. The contested mark consists of the word “VERSO” in a stylised gold and silver typeface, with a larger letter “V” above it. Beneath the word “VERSO” is the descriptive phrase “modular wiring accessories” in smaller black letters, and below this are some additional black letters. These are very small and barely legible. The applicant submits that they read “BY PREMSPEC”.<sup>9</sup> The shape of these letters is consistent with such an interpretation, but I am unable to say for certain whether this is correct. The word “VERSO” and the large letter “V” make the greatest contribution to the overall impression of this mark. In my view, they play equal roles, with a lesser role played by the stylisation and colour.. The remaining elements are non-distinctive or illegible.

<sup>9</sup> Final written submissions, paragraph 25.

37. The stylisation of the letters in the contested mark is identical to that used in the third and fourth unregistered signs. In addition, the same colour scheme is used in the fourth unregistered sign and the first letter of the third unregistered sign. I find that the similarity between the contested mark and all the earlier signs shown above is very high.

38. I am not aware that the word “VERSO” has any meaning in connection with the goods at issue in these proceedings, and I consider that a significant proportion of the relevant public would believe it to be an invented word. Consequently, I find that it is highly distinctive.

39. The goods for which the contested mark stands registered are as follows:

Class 9

*Wiring accessories, namely electrical switches and sockets; circuit breakers; consumer units; smoke detectors; power distribution apparatus; Sockets, plugs and other contacts [electric connections]; Smoke detection apparatus.*

Class 11

*Electric heaters; thermo fluid radiators; panel heaters; heated towel rails; Electric heating apparatus; Electric heating apparatus.*

40. Of the goods in Class 9, the following are identical to the goods in respect of which I found that applicant had a protectable goodwill: *Wiring accessories, namely electrical switches and sockets; circuit breakers; consumer units; power distribution apparatus, Sockets, plugs and other contacts [electric connections].* The applicant submits that *Smoke detectors* and *smoke detection apparatus* are also identical, as these goods are wiring accessories. I have no evidence on this point, but even if they are not strictly speaking wiring accessories, I consider that they will be sold through some of the same trade channels to the same public. Like electrical circuit protection breakers, they have an important safety function, and a contractor working on a significant wiring job may install smoke detection apparatus as well as power distribution apparatus. There is nothing to tell me whether the nature of the goods or their method of use is similar or different. In my view, there is no competition. There may be a degree of complementarity with wiring accessories. If the goods are not identical, I find that they are similar.

41. I consider that, given the high degree of similarity between the contested mark and the signs and the high degree of distinctiveness of the word “VERSO”, the relevant public is likely to be deceived into thinking that the registered proprietor’s Class 9 goods are those of the applicant.

42. I now turn to the Class 11 goods. The applicant submits that these goods are similar to its own goods,

“... as they are the same or similar in their nature, purpose, method of use, relevant public, usual origin and distribution channels. As such, they are often sold in the same stores side by side with wiring accessories by the same entities and target the same public. In fact, the Cancellation Applicant itself has a range of heating products, including those that are sold under the ASCOT brand, and which was also registered by the Proprietor in his own name and successfully challenged by the Cancellation Applicant under Declaration of Invalidity No. CA000507524, without any defence filed by the Proprietor. Further, these respective goods are also considered complementary.”<sup>10</sup>

43. In my view, the distance between the Class 11 goods and the applicant’s goods is greater than it is for the Class 9 goods. I do not agree that they are likely to be sold side-by-side. It seems to me more likely that they would be sold in different parts of a store or under different headings on a website. I consider that there will be an overlap in the public targeted by these goods, but do not agree that their purposes are similar. The applicant’s goods are intended to enable the safe distribution of electricity in a building, while the registered proprietor’s are used for heating rooms and other spaces. I also do not see that the nature of the goods or their method of use is similar, and note that no explanation has been given by the applicant to support its submissions. Given the difference in purpose, I find there is no competition. I also am not persuaded that there is complementarity between the goods. Wiring accessories, electronic connections and power distribution apparatus would be essential for the operation of the heating equipment, but I do not consider that the average consumer would assume that they come from the same undertaking, and so would not be complementary in a

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<sup>10</sup> Final written submissions, paragraph 27.

trade mark sense: see *Boston Scientific Limited v Office for Harmonisation in the Internal Market (Trade Marks and Designs) (OHIM)*, Case T-325/06, paragraph 82. If I were making the assessment under section 5(2)(b), I would find the goods dissimilar.

44. In *Harrods Limited v Harrodian School Limited* [1996] RPC 697 (CA), Millett LJ said at [714]-[715] that it is not necessary for the parties to operate in a common field of activity, and that what must be proved is “*likely confusion among the common customers of the parties*”. He went on:

“The absence of a common field of activity, therefore, is not fatal; but it is not irrelevant either. In deciding whether there is a likelihood of confusion, it is an important and highly relevant consideration

‘... whether there is any kind of association, or could be in the minds of the public any kind of association, between the field of activities of the plaintiff and the field of activities of the defendant’:

*Annabel’s (Berkeley Square) Ltd v G Schock (t/a Annabel’s Escort Agency)* [1972] RPC 838 at page 844 per Russell LJ

In the *Lego* case Falconer J likewise held that the proximity of the defendant’s field of activity to that of the plaintiff was a factor to be taken into account when deciding whether the defendant’s conduct would cause the necessary confusion.

Where the plaintiff’s business name is a household name the degree of overlap between the fields of activity of the parties’ respective businesses may often be a less important consideration in assessing whether there is likely to be confusion, but in my opinion it is always a relevant factor to be taken into account.

Where there is no or only a tenuous degree of overlap between the parties’ respective fields of activity the burden of proving the likelihood of confusion and resulting damage is a heavy one. In *Stringfellow v McCain Foods (G.B.) Ltd* [1984] RPC 501 Slade LJ said (at page 535) that the further removed from one another the respective fields of activities, the less likely was it that

any member of the public could reasonably be confused into thinking that the one business was connected with the other; and he added (at page 545) that

‘even if it considers that there is a limited risk of confusion of this nature, the court should not, in my opinion, readily infer the likelihood of resulting damage to the plaintiffs as against an innocent defendant in a completely different line of business. In such a case the onus falling on plaintiffs to show that damage to their business reputation is in truth likely to ensue and to cause them more than minimal loss is in my opinion a heavy one.’

In the same case Stephenson LJ said at page 547:

‘... in a case such as the present the burden of satisfying Lord Diplock’s requirements in the *Advocaat* case, in particular the fourth and fifth requirements, is a heavy burden, how heavy I am not sure the judge fully appreciated. If he had, he might not have granted the respondents relief. When the alleged ‘passer off’ seeks and gets no benefit from using another trader’s name and trades in a field far removed from competing with him, there must, in my judgment, be clear and cogent proof of actual or possible confusion or connection, and of actual damage or real likelihood of damage to the respondents’ property in their goodwill, which must, as Lord Fraser said in the *Advocaat* case, be substantial.’”

45. However, both parties’ goods are all electrical goods and in my view the highly distinctive character of “VERSO” and the very high degree of similarity between the marks, would cause a significant proportion of the relevant public to think that the registered proprietor’s Class 11 goods come from the applicant and that the VERSO signs are being used for a range of heating apparatus.

46. I find that misrepresentation is made out.

## **Damage**

47. In *Harrods*, Millett LJ described the requirements for damage in passing off cases at [715]:

“In the classic case of passing off, where the defendant represents his goods or business as the goods or business of the plaintiff, there is an obvious risk of damage to the plaintiff’s business by substitution. Customers and potential customers will be lost to the plaintiff if they transfer their custom to the defendant in the belief that they are dealing with the plaintiff. But this is not the only kind of damage which may be caused to the plaintiff’s goodwill by the deception of the public. Where the parties are not in competition with each other, the plaintiff’s reputation and goodwill may be damaged without any corresponding gain to the defendant. In the *Lego* case, for example, a customer who was dissatisfied with the defendant’s plastic irrigation equipment might be dissuaded from buying one of the plaintiff’s plastic toy construction kits for his children if he believed that it was made by the defendant. The danger in such a case is that the plaintiff loses control over his own reputation.”

48. The applicant submits that damage is most likely to occur through loss of sales, but that there is also a risk of injurious association, particularly as the registered proprietor was at one time involved in the applicant’s business. I agree that there is a risk that the applicant would suffer substantial damage to its goodwill.

49. The section 5(4)(a) claim is successful.

### **Section 5(4)(b)**

50. Section 5(4)(b) of the Act is as follows:

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

[...]

(b) by virtue of an earlier right other than those referred to in subsections (1) to (3) or paragraph (a) or (aa) above, in particular by virtue of the law of copyright, or the law relating to industrial property rights.

A person 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.”

51. In deciding this ground, I must address the following questions:

- Are the earlier signs works under the Copyright, Designs and Patents Act 1988 (“CDPA”) and therefore capable of being protected by copyright?
- Who is the owner of the works and when were they created?
- Do the works meet the qualification criteria for copyright protection?
- Would use of the contested mark constitute an infringement of any copyright?

*Whether the earlier signs are works under the CDPA*

52. Section 1 of the CDPA states that:

“Copyright is a property right which subsists in accordance with this Part in the following descriptions of work–

- (a) original literary, dramatic, musical or artistic works,
- (b) sound recordings, films or broadcasts, and
- (c) the topographical arrangement of published editions.

53. Section 4 of the CDPA is as follows:

“(1) In this Part ‘artistic work’ means–

- (a) a graphic work, photograph, sculpture or collage, irrespective of artistic quality,
- (b) a work of architecture being a building or a model for a building, or
- (c) a work of artistic craftsmanship.

(2) In this Part–

...

‘graphic work’ includes–

(a) any painting, drawing diagram, map, chart or plan, and

(b) any engraving, etching, lithograph, woodcut or similar work;

...”

54. The second to fifth earlier signs are graphic works. Section 1(1)(a) of the CDPA states that in order for copyright to subsist the work must be original. In *Infopaq International A/S v Danske Dagblades Forening*, Case C-5/08, the Court of Justice of the European Union (“CJEU”) said:

“37. ... copyright within the meaning of Article 2(a) of Directive 2001/29 is liable to apply only in relation to a subject matter which is original in the sense that it is the author’s own intellectual creation.”

55. The CJEU elaborated on this point in *Cofemel v G-Star Raw*, Case C-683/17:

“29. The concept of ‘work’ that is the subject of all those provisions constitutes, as is clear from the Court’s settled case-law, an autonomous concept of EU law which must be interpreted and applied uniformly, requiring two cumulative conditions to be satisfied. First, that concept entails that there exists an original subject matter, in the sense of being the author’s own intellectual creation. Second, classification as a work is reserved to the elements that are the expression of such creation (see, to that effect, judgments of 18 July 2009, *Infopaq International*, C-5/08, EU:C:2009:465, paragraphs 37 and 39, and of 13 November 2018, *Levola Hengelo*, C-310/17, EU:C:2018:899, paragraphs 33 and 35 to 37 and the case-law cited).

30. As regards the first of these conditions, it follows from the Court’s settled case-law that, if a subject matter is to be capable of being regarded as original, it is both necessary and sufficient that the subject matter reflects

the personality of its author, as an expression of his free and creative choices (see, to that effect, judgments of 1 December 2011, *Painer*, C-145/10, EU:C:2011:798, paragraphs 88, 89 and 94, and of 7 August 2018, *Renckhoff*, C-161/17, EU:C:2018:634, paragraph 14).

31. On the other hand, when the realisation of a subject matter has been dictated by technical considerations, rules or other constraints, which have left no room for creative freedom, that subject matter cannot be regarded as possessing the originality required for it to constitute a work (see, to that effect, judgment of 1 March 2012, *Football Dataco and Others*, C-604/10, EU:C:2012:115, paragraph 39 and the case-law cited).

32. As regards the second condition referred to in paragraph 29 of the present judgment, the Court has stated that the concept of a ‘work’ that is the subject of Directive 2001/29 necessarily entails the existence of a subject matter that is identifiable with sufficient precision and objectivity (see, to that effect, judgment of 13 November 2018, *Levola Hengelo*, C-310/17, EU:C:2018:899, paragraph 40).”

56. The second to fourth unregistered signs consist of the word VERSO in a stylised typeface and different colour combinations. All include a half-silver, half-gold letter V, which is the totality of the fifth unregistered sign. I consider that the choice of colours and the features of the typeface are the result of creative choices made by the author of the works, and so I find that they are capable of being protected by copyright.

#### *Ownership of the works and their creation*

57. The applicant claims that the works were created by the registered proprietor while he was employed by the applicant. Mr Boseley states that the brand was created in 2016 and officially launched in 2017.<sup>11</sup> The registered proprietor does not deny that he created the works, but denies that this was done during the course of his employment. He also put the applicant to proof of its claims on the ownership and creation of the works. Mr Boseley states that the registered proprietor’s responsibilities included the creation and development of new brands and says that VERSO was created with his

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<sup>11</sup> Witness statement, paragraph 9.

help.<sup>12</sup> He does not give any evidence on how the graphic works were created and by whom. This information is essential for determining if the applicant owns the copyright of the works being relied on and is therefore able to bring a claim under this section of the Act. There is nothing before me that allows me to be satisfied that the works were created by the registered proprietor during the course of his employment with the applicant and so are owned by the applicant. On this basis, the section 5(4)(b) claim fails.

### **Section 5(6)**

58. Section 5(6) of the Act is as follows:

“Where an agent or representative (‘R’) of the proprietor of a trade mark applies, without the proprietor’s consent, for the registration of the trade mark in R’s own name, the application is to be refused unless R justifies that action.”

59. In *Mouldpro ApS v European Union Intellectual Property Office (EUIPO)*, the General Court (“GC”) summarised the case law on the question of when a party may be regarded as an “agent” or “representative” of an opponent or an applicant for invalidation. The court said:

“21. It is apparent from the wording of Article 60(1)(b) of Regulation 2017/1001 that, for an opposition to succeed on that basis, it is necessary, first, for the opposing party to be the proprietor of the earlier mark; second, for the applicant for the mark to be or to have been the agent or representative of the proprietor of the mark; third, for the application to have been filed in the name of the agent or representative without the proprietor’s consent and without there being legitimate reasons to justify the agent’s or representative’s action; and, fourth, for the application to relate in essence to identical or similar signs and goods. Those conditions are cumulative (judgment of 13 April 2011, *Safariland v OHIM – DEF-TEC Defense Technology (FIRST DEFENSE AEROSOL PEPPER PROJECTOR)*, T-262/09, EU:T:2011:171, paragraph 61.”

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<sup>12</sup> Ibid, paragraph 8.

60. The European courts have also given the following guidance:

(a) The terms “agent” and “representative” must be interpreted broadly, covering all kinds of relationships based on a contractual agreement where one party represents the interests of the other. It is sufficient that the agreement or commercial cooperation between the parties gives rise to a fiduciary relationship by imposing on the applicant, whether expressly or implicitly, a general duty of trust and loyalty as regards the interests of the proprietor of the earlier mark (*EUIPO v John Mills Ltd & Jerome Alexander Consulting Corp.*, Case C-809/18 P, EU:C:2020:902, paragraph 85);

(b) It does not matter how the contractual relationship between the proprietor or principal, on the one hand, and the applicant for the EU trade mark, on the other, is categorised (*FIRST DEFENSE AEROSOL PEPPER PROJECTOR*, T-262/09, EU:T:2011:171, paragraph 64, and *Moonich Produktkonzepte & Realisierung v Office for Harmonisation in the Internal Market (Trade Marks and Designs) (OHIM) – Thermofilm Australia (HEATSTRIP)*, T-184/12, not published, EU:T:2014:621, paragraph 58);

(c) Nevertheless, some kind of agreement must exist between the parties. A mere purchaser or client of the proprietor cannot be regarded as an ‘agent’ or as a ‘representative’ (*FIRST DEFENSE*, paragraph 64);

(d) The misuse of the mark may occur both where the earlier mark and the mark applied for by the agent or representative are identical, and where the marks at issue are similar (*EUIPO v John Mills Ltd*, paragraphs 70-73);

(e) The protection also extends to cases where the goods and services are only similar and not identical (*EUIPO v John Mills Ltd*, paragraphs 98-99);

(f) The specific protection afforded by Article 8(3) is not to be assessed on the basis of whether the similarity between the marks results in a likelihood of confusion (*EUIPO v John Mills Ltd*, paragraph 92);

(g) The assessment of similarity between the goods and services should take all relevant factors into account, including, in particular, their nature, their intended

purpose, their method of use and whether they are in competition with each other or are complementary (*EU IPO v John Mills Ltd*, paragraph 100 and *The Tea Board v EU IPO*, C-673/15 P, EU:C:2017:702, paragraph 48).

61. The applicant submits that the registered proprietor filed the application for the contested mark in his own name as the applicant's representative or agent without consent or any legitimate reason for doing so. I have already found that the applicant had protectable goodwill associated with the use of signs that are similar to the contested mark and that the applicant's goods are identical or similar to those in respect of which the contested mark stands registered. It is clear from the above case law that the terms "agent" and "representative" should be interpreted broadly, and so I find that the registered proprietor, as Director of the applicant at the relevant date, was a representative of the applicant. Mr Boseley's unchallenged evidence is that no permission was given to the registered proprietor to file the application in his personal name, rather than in the name of the applicant. The registered proprietor has provided no explanation in response to this evidence. As the similarity of goods is a condition for this ground to succeed, I find that the application for the contested mark was contrary to section 5(6) of the Act in respect of the goods in Class 9 but not those in Class 11, which earlier in this decision I found to be dissimilar to the goods in respect of which the applicant enjoyed goodwill.

### **Section 3(6)**

62. Section 3(6) of the Act is as follows:

"A trade mark shall not be registered if or to the extent that the application is made in bad faith."

63. In *Skykick UK Ltd & Anor v Sky Ltd & Ors (Rev1)*, [2024] UKSC 36, Lord Kitchin considered the question of what amounts to bad faith. He explained that the categories of bad faith and the circumstances which may constitute bad faith are not "closed", and continued:

"152. In seeking to identify the relevant principles, it is necessary to have in mind two fundamental aspects of trade mark law to which I have already referred: first, it is concerned with the use of marks in trade to denote the

origin of goods and services. Secondly, the aim of the trade mark regime is to contribute to a system of undistorted competition in which businesses are able to attract and retain customers by the quality of their goods and services, and for that purpose are able to have registered signs which enable consumers to distinguish the goods and services of one undertaking from those of another. Such a system must also provide an incentive and protection for the investment by a brand owner in the quality and other beneficial aspects of its goods and services, and so allow it to develop a goodwill in its business relating to their sale and supply.

153. Against this background, the essence of the objection that an application to register a mark was made in bad faith may be understood: it is that the motive or intention of the applicant was to engage in conduct that departed from accepted principles of ethical behaviour or honest commercial practices having regard to the purposes of the trade mark system which I have described. Whether the conduct was undertaken with that motive or intention and did indeed depart from such ethical behaviour or honest commercial practices must be assessed having regard to all the objective circumstances of the case: see, for example, *Koton Mağazacılık Tekstil Sanayi ve Ticaret AS v European Union Intellectual Property Office (EUIPO)* (C-104/18) EU:C:2019:724 (“*Koton*”), paras 46 and 47 [...].”

64. Later in his judgment, he considered the case law from *Chocoladefabriken Lindt & Sprüngli AG v Franz Hauswirth GmbH*, Case C-529/07, *Sky plc & Ors v Skykick UK Limited & Anor*, Case C-371/18, *AS v Deutsches Patent- und Markenamt*, Case C-541/18, *Malaysia Dairy Industries Pte. Ltd v Ankenævnetfor Patenter Varemærker* Case C-320/12, *Koton Mağazacılık Tekstil Sanayi ve Ticaret AŞ*, Case C-104/18 P, *Hasbro, Inc. v European Union Intellectual Property Office (EUIPO)*, Case T-663/19, *pelicantravel.com s.r.o. v OHIM*, Case T-136/11, and *Psytech International Ltd v OHIM*, Case T-507/08. Lord Kitchin summarised the law as follows:

“240. The general principles are these:

(i) ...

(ii) The date for assessing whether an application to register an EU trade mark was made in bad faith is the date the application for registration was made (*Lindt*, para 35).

(iii) Bad faith in this context is an autonomous concept of EU law which must be given a uniform interpretation in the European Union, and must be interpreted in the context of Directive 89/104 in the same manner as in the context of Regulation 40/94 (*Malaysia Dairy*, para 29; *Sky CJEU*, para 73).

(iv) While, in accordance with its usual meaning in everyday language, the concept of bad faith presupposes the presence of a dishonest state of mind or intention, the concept must also be understood in the context of trade mark law, which involves the use of marks in the course of trade. Further, it must have regard to the objectives of the EU law of trade marks, namely the establishment and functioning of the internal market, and a system of undistorted competition in which each undertaking must, in order to attract and retain customers by the quality of its goods or services, be able to have registered as trade marks signs which enable consumers, without any possibility of confusion, to distinguish those goods or services from those which have a different origin (*Lindt*, para 45; *Koton*, para 45).

(v) Consequently, the objection will be made out where the proprietor made the application for registration, not with the aim of engaging fairly in competition but either (a) with the intention of undermining, in a manner inconsistent with honest practices, the interests of third parties; or (b) with the intention of obtaining, without even targeting a specific third party, an exclusive right for purposes other than those falling within the functions of a trade mark, and in particular the essential function of indicating origin (*Koton*, para 46; *Sky CJEU*, para 75).

(vi) The intention of the applicant is a subjective matter, but it must be capable of being established objectively by the competent

administrative or judicial authorities having regard to the objective circumstances of the case (*Hasbro*, paras 39 and 40; *Koton*, para 47).

(vii) The burden of proving that an application for a registered mark was made in bad faith lies on the party making the allegation. But where the circumstances of the case may lead to a rebuttal of the presumption of good faith, it is for the proprietor of the mark to explain and provide a plausible explanation of the objectives and commercial logic pursued by the application for registration (*Hasbro*, paras 42 and 43).

(viii) Whether the applicant was acting in bad faith must be the subject of an overall assessment, taking into account all of the factors relevant to the particular case (*Lindt*, para 37).

(ix) The applicant for a trade mark is not required to indicate or to know precisely when the application is filed or examined, the use that will be made of it (*Sky CJEU*, para 76; *Deutsches Patent- und Markenamt*, para 22).

(x) Nevertheless, the registration by an applicant of a mark without any intention to use it in relation to the goods and services covered by the registration may constitute bad faith where there is no rationale for the application in the light of the aims referred to in Regulation 40/94 and Directive 89/04 (*Sky CJEU*, para 77).

(xi) Such bad faith may, however, be established only where there are objective, relevant and consistent indicia tending to show that, when the application was filed, the applicant for registration had the intention either of undermining, in a manner inconsistent with honest practices, the interests of third parties, or of obtaining, without targeting a specific third party, an exclusive right for purposes other than those falling within the functions of a trade mark (*Sky CJEU*, para 77).

(xii) It follows that the bad faith of the applicant cannot be presumed on the basis of a mere finding that, at the time of filing the application,

the applicant had no economic activity corresponding to the goods and services referred to in the application (*Sky CJEU*, para 78).

(xiii) When the absence of an intention to use the mark in accordance with the essential functions of a trade mark concerns only certain goods or services referred to in the application for registration, that constitutes making the application in bad faith only in so far as it relates to those goods or services (*Sky CJEU*, para 81).

(xiv) If, at the end of the day, the court concludes that, despite formal observance of the relevant rules and conditions for obtaining registration, the purpose of the rules has not been achieved, and that there was an intention to take advantage of the rules by creating artificially the conditions laid down for obtaining the registration, this may amount to an abuse sufficient to find that the application was made in bad faith (see, for example, *Hasbro*, para 72).

(xv) Directive 89/104 does not preclude a provision of national law under which an applicant for registration must state that the mark is being used in relation to the goods or services in relation to which it is sought to register the mark, or that the applicant has a *bona fide* intention that it should be used, provided that the infringement of such an obligation cannot constitute a ground for invalidity. It may, however, constitute evidence for the purposes of establishing possible bad faith on the part of the applicant when the application was filed (*Sky CJEU*, paras 86 and 87)."

65. Further relevant points arising from the case law are the following:

(a) An allegation of bad faith is a serious allegation which must be distinctly proved, but in deciding whether it has been proved, the usual civil evidence standard applies. However, Arnold J (as he then was) said that "*cogent evidence is required due to the seriousness of the allegation*". This means that it is not enough to establish facts which are as consistent with good faith as bad faith: *Red Bull GmbH v Sun Mark Limited & Anor* [2012] EWHC 1929 (Ch), paragraph 133;

(b) It is necessary to ascertain what the applicant knew at the relevant date: see *Red Bull*, paragraph 137; and

(c) Evidence about subsequent events may be relevant, if it casts light backwards on the position at the relevant date: see *Hotel Cipriani SRL & Ors v Cipriani (Grosvenor Street) Limited & Ors*, [2008] EWHC 3032 (Ch), paragraph 167.<sup>13</sup>

66. According to Mr Geoffrey Hobbs QC, sitting as the Appointed Person, in *Alexander Trade Mark*, BL O/036/18, the key questions for determination in a claim of bad faith are as follows:

(a) What, in concrete terms, was the objective that the party alleged to have acted in bad faith has been accused of pursuing?

(b) Was that an objective for the purposes of which the contested application could not properly be filed?

(c) Has it been established that the contested application was filed in pursuit of that objective?<sup>14</sup>

67. The applicant claims that the registered proprietor acted in breach of his fiduciary duties as a Director of the applicant by filing the application in his own name and that his intention was to undermine the ability of the applicant to use its brands. I consider that this is an objective for the purposes of which the contested application could not properly have been filed.

68. According to Mr Boseley's evidence, the registered proprietor was tasked with applying to register the contested mark. The payment was made from the company's bank account, which was in the name of Mr Boseley.<sup>15</sup> Later evidence shows that Mr Winter registered the domain name VersoElectrical.co.uk on 31 October 2020 in his own name, with the invoice again being settled by the applicant.<sup>16</sup> Mr Boseley states that the website was originally used for the applicant's products. However, the evidence of Mr Blake indicates that in the first half of 2021, Mr Winter and another

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<sup>13</sup> Approved by the Court of Appeal in *Hotel Cipriani Srl & Ors v Cipriani (Grosvenor Street) Limited & Ors* [2010] EWCA Civ 110.

<sup>14</sup> Paragraph 8.

<sup>15</sup> Exhibit DBB8.

<sup>16</sup> Exhibits DBB9 and DBB10.

individual (who became a Director of a business with Mr Winter) were in discussion with the applicant's software provider with the aim of producing documentation for the VERSO brand that made it "*appear independent from PGL on paperwork as best as possible*". The address details for the VERSO brand begin "*Verso Electrical*", rather than "*Premspec*".<sup>17</sup> On 31 January 2022, the registered proprietor incorporated a company called Verso Electrical Ltd with a different registered office from that of the applicant.<sup>18</sup> The company was dissolved on 25 July 2023. Exhibit DBB14 contains a purchase order from a company based in Denbighshire dated 6 December 2023. The supplier is shown as Navitas Solutions, another company set up by the registered proprietor. The order includes goods with the word "VERSO" in the description. Mr Boseley states that these sales were unauthorised.<sup>19</sup> On his departure from the applicant in 2024, the registered proprietor retained ownership of the contested mark.

69. By virtue of his position as a Director of the applicant, the registered proprietor knew that highly similar marks were being used by the applicant. He was quoted in the 9 August 2017 article in *Electrical Contracting News* to which I have already referred, saying: "*The VERSO family has taken two years of development and we are now able to launch our modular range of accessories to the market.*"<sup>20</sup> It is reasonable to infer that he knew the registration in his own name would have given him the right to prevent that ongoing trade, or at least to attempt to do so. His actions after filing the application shed light backwards on his intention and in my view the applicant has established a *prima facie* case that the application was made in bad faith.

70. The burden of proof therefore shifts to the registered proprietor. He has, however, filed no evidence to explain the reason for the making the application in his own name. Therefore, the application to invalidate the contested mark succeeds under section 3(6).

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<sup>17</sup> Exhibit TB1.

<sup>18</sup> Exhibit DBB15.

<sup>19</sup> Witness statement, paragraph 23.

<sup>20</sup> Exhibit DBB2, page 25.

## **OUTCOME**

71. Subject to a successful appeal, UKTM No. 4019168 is declared invalid. Provided that this shall not affect past and closed transactions, the registration is deemed never to have been made.

## **COSTS**

72. The applicant has been successful and is entitled to a contribution towards its costs in line with the scale set out in Tribunal Practice Notice No. 1/2023. In the circumstances, I award the applicant the sum of **£1,850**, which has been calculated as follows:

*£350 for preparing a statement and considering the other side's statement*

*£900 for preparing evidence;*

*£400 for preparing written submissions in lieu of a hearing*

*£200 for official fees for filing the application.*

***£1,850 in total***

73. I therefore order Mr William Winter to pay The Premspec Group Ltd the sum of £1,850. The 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 28<sup>th</sup> day of May 2026**

**Clare Boucher,  
For the Registrar  
The Comptroller-General**