

O/0719/26

TRADE MARKS ACT 1994

IN THE MATTER OF APPLICATION NO. UK00004154606

BY PV HOLDING SAS

FOR THE FOLLOWING TRADE MARK:



IN CLASSES 35, 36, 37, 39, 41 AND 43

AND IN THE MATTER OF OPPOSITION THERETO

UNDER NO. 454261

BY VUR VILLAGE TRADING NO 1 LIMITED

BACKGROUND AND PLEADINGS

1. On 31 January 2025, an application was filed to register the trade mark shown on the cover page of this decision, in the UK. The applicant is PV Holding SAS (“the applicant”).¹ The application was published for opposition purpose on 21 February 2025, and protection is sought for the services set out in Annex 1 to this decision.

2. On 19 May 2025, the application was partially opposed by VUR Village Trading No 1 Limited (“the opponent”) based upon sections 5(2)(b), 5(3) and 5(4)(a) of the Trade Marks Act 1994 (“the Act”). The opposition is directed at the services underlined in Annex 1 to this decision.

3. Under sections 5(2)(b) and 5(3) of the Act, the opponent relies upon UKTM no. 914764757 for the trade mark **VILLAGE**, which was filed on 5 November 2015 and registered on 10 March 2017. A priority date is claimed of 27 October 2015 (UK). The mark relied upon qualifies as an earlier trade mark pursuant to section 6 of the Act. The opponent relies upon the services set out in Annex 2 to this decision.²

4. Under section 5(2)(b), the opponent claims that the services are identical or similar, and the marks are similar, with the result that there is a likelihood of confusion.

5. Under section 5(3), the opponent claims to have a reputation for the services relied upon and claims that use of the applicant’s mark would, without due cause, take unfair advantage of, and/or be detrimental to, the distinctive character and/or repute of the earlier mark.

6. Under section 5(4)(a), the opponent relies upon the sign **VILLAGE**, which it claims to have used throughout the UK since at least 1 January 1978 in relation to the services set out in Annex 2 to this decision. The opponent claims that use of the applicant’s mark would be contrary to the law of passing off.

¹ The application was originally applied for in the name of PIERRE ET VACANCES MARQUES S.A.S. and was assigned to the applicant on 13 October 2025.

² The opponent originally relied upon a broader range of services, but narrowed the terms relied upon in its written submissions in lieu (see paragraph 6).

7. The applicant filed a counterstatement denying the grounds of opposition and putting the opponent to proof of use.

8. Neither party requested a hearing, but both parties filed written submissions in lieu. This decision is taken following a careful consideration of the papers.

REPRESENTATION

9. The applicant is represented by Baker & McKenzie LLP.

10. The opponent is represented by Winston Taylor International LLP.

EVIDENCE AND SUBMISSIONS

11. The opponent filed evidence in chief in the form of the witness statement of Kelli Turner dated 7 October 2025, which is accompanied by 15 exhibits. Ms Turner is General Counsel for the opponent, a position she has held since January 2017.

12. The applicant did not file evidence.

13. Both parties filed written submissions in lieu dated 12 January 2026.

RELEVANCE OF EU LAW

14. 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

Proof of use

15. As the earlier mark had completed its registration process for more than five years prior to the filing date of the application in issue, it is subject to the use provisions in section 6A of the Act. I will, therefore, begin by dealing with proof of use.

16. The relevant statutory provisions are as follows:

“6(1) This section applies where:

- (a) an application for registration of a trade mark has been published,
- (b) there is an earlier trade mark of a kind falling within section 6(1)(a), (aa) or (ba) in relation to which the conditions set out in section 5(1), (2) or (3) obtain, and
- (c) the registration procedure for the earlier trade mark was completed before the start of the relevant period.

(1A) In this section “the relevant period” means the period of 5 years ending with the date of the application for registration mentioned in subsection (1)(a) or (where applicable) the date of the priority claimed for that application.

(2) In opposition proceedings, the registrar shall not refuse to register the trade mark by reason of the earlier trade mark unless the use conditions are met.

(3) The use conditions are met if –

- (a) within the relevant period the earlier trade mark has 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, or

(b) the earlier trade mark has not been so used, but there are proper reasons for non- use.

(4) For these purposes -

a) 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

(b) 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.

(5)-(5A) [Repealed]

(6) Where an earlier trade mark satisfies the use conditions in respect of some only of the goods or services for which it is registered, it shall be treated for the purposes of this section as if it were registered only in respect of those goods or services.”

17. Section 100 of the Act 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.”

18. The relevant period for assessing genuine use is the five-year period ending with the filing date of the application in issue i.e. 1 February 2020 to 31 January 2025.

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

“105. The principles applicable to determining whether there has been genuine use of a trade mark have been considered by the CJEU in a considerable number of cases, the principal decisions being Case C-40/01 *Ansul BV v Ajax Brandbeveiliging BV* [2003] ECR I-2439, Case C-259/02 *La Mer Technology Inc v Laboratories Goemar SA* [2004] ECR I-1159, Case C-416/04 *P Sunrider Corp v Office for Harmonisation in the Internal Market (Trade Marks and Designs)* [2006] ECR I-4237, Case C-442/07 *Verein Radetsky-Order v Bundervsvereinigung Kamaradschaft 'Feldmarschall Radetsky'* [2008] ECR I-9223, Case C-495/07 *Silberquelle GmbH v Maselli-Strickmode GmbH* [2009] ECR I-2759, Case C-149/11 *Leno 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].”

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

21. The opponent (and its predecessors) have operated the VILLAGE hotel chain for over 40 years. Ms Turner states that it is one of the biggest combined hotel and health club operators in the UK, with over 33 hotels. A Strategic Report for the year ending 31 December 2024 confirms that the opponent had 33 hotels and leisure clubs at that time.³ These include locations such as the Wirral (opened in 1991), Cardiff (opened in 1998), Nottingham (opened in 1995), Newcastle (opened in 2002), Aberdeen (opened in 2014) and Southampton (opened after 2016).

22. Ms Turner has provided the following revenue figures:

2022	Over £227 million
2023	Over £260 million
2024	Over £278 million

23. The membership numbers for the health and wellness centres within the opponent’s hotels are as follows:

2022	112,000
2023	125,000

³ Exhibit 1

2024	131,900
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24. Ms Turner confirms that the health and wellness clubs offered by the VILLAGE hotels accounted for approximately 24% of revenue for the calendar year 2023. Ms Turner states that these services are branded VILLAGE GYM or VILLAGE HEALTH + WELLNESS CLUB.

25. The following numbers have been provided for hotel guest numbers:

2020	785,265
2021	1,262,806
2022	1,781,646
2023	1,863,555
2024	1,780,470

26. A selection of invoices have been provided which include restaurant charges, leisure access charges and accommodation costs. The invoices display the following mark:⁴



27. The opponent maintains a total customer database of over 3.2 million, with over 90% of these being UK-based customers. In January 2024, the opponent released the 'Village Rewards' software application to enable customers to earn points and special offers. As of October 2024, the app had been downloaded by over 127,000 customers. In 2022, the opponent's websites village-hotels.co.uk and villagegym.co.uk received over 7.3 million visits, with over 10 million visits in both 2023 and 2024. Ms Turner states that from 1 August 2021 until 1 July 2024, the opponent spent over £224,000 on Facebook and Instagram adverts targeted at UK customers.⁵

⁴ Exhibit 6

⁵ Exhibit 15

28. In terms of promotional activities, the opponent had a three-year sponsorship deal with the Professional Darts Corporation Limited (“PDC”) which ran from October 2023 to October 2026 (covering the later part of the relevant period), meaning that the VILLAGE mark would feature at PDC events, including the World Darts Championship and Premier League. The opponent also sponsored Royal Ascot in July 2022. In 2022, the opponent had over 240,000 Facebook followers, over 19,000 Twitter followers and over 18,000 Instagram followers. I bear in mind the applicant’s submission that these followers are not broken down by jurisdiction. However, given Ms Turner’s evidence that over 90% of the opponent’s customer database is made up of UK customers, it is a reasonable inference that a high number of its social media followers will also be based in the UK.

29. The mark used by the opponent as shown in paragraph 26 is plainly use of the mark as registered. This is because a word only mark includes use of that word in any font. Where the word VILLAGE is used in combination with descriptive words (such as GYM or HEALTH + WELLNESS CLUB) this will also be use of the mark as registered.⁶

30. I bear in mind the applicant’s submission that the figures provided in Ms Turner’s narrative evidence are not substantiated in documentary evidence by way of exhibits. However, Ms Turner’s statement is signed with a statement of truth and the applicant did not challenge the truthfulness or reliability of this evidence during the evidence rounds, nor has it requested cross examination. Consequently, it is not now appropriate for the applicant to invite me to disregard this evidence. I have no reason to disbelieve Ms Turner or to consider her evidence inaccurate, particularly given her confirmation that she has access to the records of the business and that they have been used in the preparation of her statement. Taking the above evidence into account, it seems to me that there has plainly been genuine use in relation to the provision of hotel services and gym/leisure club services. With this in mind, it seems to me that a fair specification will include (at least) the following:⁷

Class 41 Health club services.

⁶ *Colloseum Holdings AG v Levi Strauss & Co.*, Case C-12/12

⁷ *Merck KGaA v Merck Sharp & Dohme Corp & Ors* [2017] EWCA Civ 1834

Class 43 Hotels.

31. Whilst I have no doubt that the opponent's use is actually broader than this, as nothing in this case will turn on it in the present proceedings for reasons that will become clear below, I do not need to consider genuine use any further.

Section 5(2)(b)

32. Section 5(2)(b) of the Act reads as follows:

“5(2) A trade mark shall not be registered if because –

(a)...

(b) it is similar to an earlier trade mark and is to be registered for goods or services identical with or similar to those for which the earlier trade mark is protected

there exists a likelihood of confusion on the part of the public, which includes the likelihood of association with the earlier trade mark.”

33. Section 5A of the Act is as follows:

“5A Where grounds for refusal of an application for registration of a trade mark exist in respect of only some of the goods or services in respect of which the trade mark is applied for, the application is to be refused in relation to those goods and services only.”

34. The following standard summary of the principles applicable to the assessment of the likelihood of confusion was approved by the Supreme Court in *Iconix Luxembourg Holdings SARL v Dream Pairs Europe Inc & Anor*, [2025] UKSC 25:

(a) the likelihood of confusion must be appreciated globally, taking account of all relevant factors;

(b) the matter must be judged through the eyes of the average consumer of the goods or services in question, who is deemed to be reasonably well informed and reasonably circumspect and observant, but who rarely has the chance to make direct comparisons between marks and must instead rely upon the imperfect picture of them he has kept in his mind, and whose attention varies according to the category of goods or services in question;

(c) the average consumer normally perceives a mark as a whole and does not proceed to analyse its various details;

(d) the visual, aural and conceptual similarities of the marks must normally be assessed by reference to the overall impressions created by the marks bearing in mind their distinctive and dominant components, but it is only when all other components of a complex mark are negligible that it is permissible to make the comparison solely on the basis of the dominant elements;

(e) nevertheless, the overall impression conveyed to the public by a composite trade mark may, in certain circumstances, be dominated by one or more of its components;

(f) and beyond the usual case, where the overall impression created by a mark depends heavily on the dominant features of the mark, it is quite possible that in a particular case an element corresponding to an earlier trade mark may retain an independent distinctive role in a composite mark, without necessarily constituting a dominant element of that mark;

(g) a lesser degree of similarity between the goods or services may be offset by a greater degree of similarity between the marks, and vice versa;

(h) there is a greater likelihood of confusion where the earlier mark has a highly distinctive character, either per se or because of the use that has been made of it;

(i) mere association, in the strict sense that the later mark brings the earlier mark to mind, is not sufficient;

(j) the reputation of a mark does not give grounds for presuming a likelihood of confusion simply because of a likelihood of association in the strict sense; and

(k) if the association between the marks creates a risk that the public might believe that the respective goods or services come from the same or economically linked undertakings, there is a likelihood of confusion.

Comparison of services

35. In light of my findings above, the competing services are as follows:

Opponent's services	Applicant's services
<u>Class 41</u> Health club services.	<u>Class 41</u> Providing of training; Entertainment; Sporting and cultural activities; Entertainment services; Camp services
<u>Class 43</u> Hotels.	(Holiday -) [entertainment]; Discotheques; Sporting activities; Operating of golf courses and of sites and equipment for golf and sports; Providing of training and instruction for sports; Sport camp services; Amusement parks; Providing swimming pool services.
	<u>Class 43</u>

	Services for providing food and drink; Hotel reservations, providing of temporary accommodation; Bar services; Catering; Hotel services, Rental of temporary accommodation, Temporary accommodation reservations, Tourist homes.
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36. In the judgment of the Court of Justice of the European Union (“CJEU”) in *Canon*, Case C-39/97, the court stated at paragraph 23 of its judgment that:

“In assessing the similarity of the goods or services concerned, as the French and United Kingdom Governments and the Commission have pointed out, all the relevant factors relating to those goods or services themselves should be taken into account. Those factors include, inter alia, their nature, their intended purpose and their method of use and whether they are in competition with each other or are complementary.”

37. The relevant factors identified by Jacob J. (as he then was) in the *Treat* case, [1996] R.P.C. 281, for assessing similarity were:

- (a) The respective uses of the respective goods or services;
- (b) The respective users of the respective goods or services;
- (c) The physical nature of the goods or acts of service;
- (d) The respective trade channels through which the goods or services reach the market;
- (e) In the case of self-serve consumer items, where in practice they are respectively found or likely to be, found in supermarkets and in particular whether they are, or are likely to be, found on the same or different shelves;

(f) The extent to which the respective goods or services are competitive. This inquiry may take into account how those in trade classify goods, for instance whether market research companies, who of course act for industry, put the goods or services in the same or different sectors.

38. In *Gérard Meric v Office for Harmonisation in the Internal Market*, Case T-133/05, the General Court stated that:

“29. In addition, the goods can be considered as identical when the goods designated by the earlier mark are included in a more general category, designated by trade mark application (Case T-388/00 *Institut for Lernsysteme v OHIM – Educational Services* (ELS) [2002] ECR II-4301, paragraph 53) or where the goods designated by the trade mark application are included in a more general category designated by the earlier mark.”

39. Another factor in assessing similarity is to consider the extent to which the services at issue may be regarded as “complementary”, which case law describes as meaning that “...there is a close connection between them, in the sense that one is indispensable or important for the use of the other in such a way that customers may think the responsibility for those goods lies with the same undertaking.”⁸

40. Specifications should be scrutinised carefully and terms should not be given a wide construction; they should be confined to the substance or core of their possible meanings.⁹ For the purposes of assessing similarity, it is permissible to group specified terms together where they are sufficiently comparable in essentially the same way for essentially the same reasons.¹⁰

⁸ *Boston Scientific Ltd v Office for Harmonization in the Internal Market (Trade Marks and Designs) (OHIM)*, Case T-325/06

⁹ See, for instance, *Avnet Incorporated v Isoact Limited* [1998] FSR 16, Jacob J (as he then was) at [19].

¹⁰ See *Separode Trade Mark* (BL O/399/10)

Class 41

Providing of training; Providing of training and instruction for sports.

41. The opponent's health club services will often include the provision of a gym, including access to specialists who are able to coach customers on physical activities (such as personal trainers). Consequently, I find there to be an overlap in trade channels and user with the opponent's "health club services". The method of use is likely to be different, as will the nature, but the purpose overlaps. In my view, the services are similar to at least a medium degree.

Entertainment; Sporting and cultural activities; Entertainment services; Discotheques; Sporting activities; Operating of golf courses and of sites and equipment for golf and sports.

42. These are all services that are likely to be provided through a hotel facility (such as evening entertainment services or onsite golf facilities). Consequently, I find there to be an overlap in trade channels and user with the opponent's "hotels". The method of use, nature and purpose is plainly different. Whilst I recognise that the average consumer might expect these services to be provided by the same undertaking, I do not consider them important or indispensable to each other. As such, they are not complementary. Given the differing purposes, they are not in competition. In my view, the services are similar to between a low and medium degree.

Camp services (Holiday -) [entertainment]; Sport camp services; Amusement parks.

43. These services overlap at a general level with the opponent's "hotels" because they are all part of the leisure and hospitality industry. However, the specific purpose differs (entertainment v accommodation), as does the nature and method of use. I have no evidence before me to suggest that these services are likely to overlap in trade channels with the opponent's services, nor are they complementary. There is no competition, given the differing purpose. Whilst the user will overlap, that is not enough on its own for a finding of similarity. Consequently, I find the services to be dissimilar.

Providing swimming pool services.

44. In my view, this is part of the opponent's "health club services". Consequently, I find the services to be identical on the principle outlined in *Meric*.

Class 43

Services for providing food and drink; Bar services; Catering.

45. It is very common for hotels to offer food and beverage provisions such as canteens, restaurants or bars. Consequently, I find there to be an overlap in trade channels and user. The method of use, nature and purpose clearly differ. However, I find that the services would be perceived as important or indispensable to each other, with the result that the average consumer would expect them to originate from the same or economically linked undertakings. Consequently, I find them to be similar to a medium degree.

Providing of temporary accommodation; Hotel services, Rental of temporary accommodation, [...].

46. These services are identical on the principle outlined in *Meric* or self-evidently identical to the opponent's "hotels".

Hotel reservations, [...]; [...] Temporary accommodation reservations, [...].

47. These services will overlap in user and trade channels with the opponent's "hotels". The method of use, nature and specific purpose of the services plainly differ. However, I find that the services are important or indispensable to each other, in a way that will result in the average consumer expecting them to be provided by the same undertaking. Consequently, they are complementary. In my view, the services are similar to a medium degree.

[...] *Tourist homes*.

48. This involves the provision of temporary accommodation, in the form of holiday homes. This overlaps in purpose with the opponent's "hotels" because the services are all concerned with the provision of temporary accommodation. The method of use and nature will overlap to an extent, although differ in that the opponent's services will involve the provision of a room within a hotel which is likely to have other facilities on site, whereas the applicant's service involves the provision of an entire home. The services will be in competition, as a user might choose either a hotel or a holiday home. Consequently, I find the services to be similar to at least a medium degree.

49. As some degree of similarity is required for a successful opposition under this ground, the opposition must fail in respect of those services that I have found to be dissimilar.¹¹

The average consumer and the nature of the purchasing act

50. The average consumer is deemed to be reasonably well informed and reasonably observant and circumspect. For the purposes of assessing the likelihood of confusion, it must be borne in mind that the average consumer's level of attention is likely to vary according to the category of goods and services in question: *Lloyd Schuhfabrik Meyer*, Case C-342/97.

51. In *Iconix*, the Supreme Court approved the comments of Arnold LJ in *Lidl Great Britain Ltd & Anor v Tesco Stores Ltd & Anor (Rev1)* [2024] EWCA Civ 262, where he pointed out that:

(a) Consumers who are ill-informed or careless, or consumers with specialised knowledge or who are excessively careful are excluded from consideration;

¹¹ *eSure Insurance v Direct Line Insurance*, [2008] ETMR 77 CA.

(b) The average consumer provides a standard which enables the courts to strike a balance between the competing interests involved, such as trade mark owners, their competitors and consumers;

(c) The average consumer is neither a single hypothetical person nor a mathematical average; assessment from the perspective of the average consumer does not involve a statistical test. There is no single meaning rule and if, having regard to the perceptions and expectations of the average consumer, the court considers that a significant proportion of the relevant public is likely to be confused, a finding of infringement may properly be made;

(d) Assessment from the perspective of the average consumer is intended to facilitate adjudication of trade mark disputes by providing an objective criterion, by promoting consistency of assessment and by enabling courts and tribunals to determine such issues so far as possible without the need for evidence;

(e) The average consumer's level of attention varies according to the category of goods or services in question; and

(f) the average consumer rarely has the opportunity to make direct comparisons between trade marks (or between trade marks and signs) and must instead rely upon the imperfect picture of the trade mark they have kept in their mind.

52. The average consumer for the services will primarily be members of the general public, although it may also include business users who are booking accommodation services for the purpose of business travel. The services are likely to be purchased on a relatively infrequent basis and will vary in cost. However, factors such as facilities on offer, ease of use (such as for booking services) and location are all likely to be taken into account when purchasing the services. Consequently, I find that at least a medium degree of attention is likely to be paid, although it may be higher where there is a significant cost involved.

53. The services are likely to be purchased following perusal of signage at physical premises, on websites and on advertisements. Consequently, I find that the purchasing process is predominantly visual. However, I do not discount an aural component given that word-of-mouth recommendations may be made.

Comparison of trade marks

54. It is clear from *Sabel* that the average consumer normally perceives a trade mark as a whole and does not proceed to analyse its various details. The same case also explains that the visual, aural and conceptual similarities of the trade marks must be assessed by reference to the overall impressions created by the trade marks, bearing in mind their distinctive and dominant components. The CJEU stated at paragraph 34 of its judgment in Case C-591/12P, *Bimbo SA v OHIM*, that:

“... it is necessary to ascertain, in each individual case, the overall impression made on the target public by the sign for which registration is sought, by means of, inter alia, an analysis of the components of a sign and of their relative weight in the perception of the target public, and then, in the light of that overall impression and all factors relevant to the circumstances of the case, to assess the likelihood of confusion.”

55. It would be wrong, therefore, to dissect the trade marks artificially, although it is necessary to take into account the distinctive and dominant components of the marks and to give due weight to any other features which are not negligible and therefore contribute to the overall impressions created by the marks.

56. The respective trade marks are shown below:

Opponent's trade mark	Applicant's trade mark
VILLAGE	

57. The opponent's mark consists of the word VILLAGE. There are no other elements to contribute to the overall impression, which lies in the word itself. The applicant's mark consists of the word VILLAGE in a white font which appears to consist of upper- and lower-case letters, presented on a black background. Above the word is a thin white line, and above that is a device which may be understood as representing an ampersand. In my view, the eye is naturally drawn to the element of the mark that can be read, and so the word VILLAGE plays the greater role in the overall impression. Given the size of the device, it plays only a slightly lesser role. The other elements play a lesser role given their decorative/stylistic nature.

58. Visually, the opponent's mark is duplicated in the applicant's mark. I bear in mind that the opponent's mark is a word only mark and so could be used in any font/case. The device, background and line elements in the applicant's mark are all points of visual difference. In my view, the marks are visually similar to between a medium and high degree.

59. Aurally, the only element of the applicant's mark that will be pronounced is the word VILLAGE. As such, I find the marks to be aurally identical. If I am wrong in that finding, because the device in the applicant's mark would be viewed as an ampersand (and, therefore, pronounced as the word "and") they are highly similar.

60. Conceptually, the marks share the identical concept of a village. I am not convinced that the device in the applicant's mark will convey any particular conceptual message. In my view, the marks are conceptually identical. If I am wrong in that finding, and the ampersand is recognised and conveys a meaning akin to the word 'and', I find the marks to be conceptually highly similar.

The distinctive character of the earlier mark

61. In *Lloyd Schuhfabrik Meyer & Co. GmbH v Klijsen Handel BV*, Case C-342/97 the CJEU stated that:

“22. In determining the distinctive character of a mark and, accordingly, in assessing whether it is highly distinctive, the national court must make an overall assessment of the greater or lesser capacity of the mark to identify the goods or services for which it has been registered as coming from a particular undertaking, and thus to distinguish those goods or services from those of other undertakings (see, to that effect, judgment of 4 May 1999 in Joined Cases C-108/97 and C-109/97 *Windsurfing Chiemsee v Huber and Attenberger* [1999] ECR I-2779, paragraph 49).

23. In making that assessment, account should be taken, in particular, of the inherent characteristics of the mark, including the fact that it does or does not contain an element descriptive of the goods or services for which it has been registered; the market share held by the mark; how intensive, geographically widespread and long-standing use of the mark has been; the amount invested by the undertaking in promoting the mark; the proportion of the relevant section of the public which, because of the mark, identifies the goods or services as originating from a particular undertaking; and statements from chambers of commerce and industry or other trade and professional associations (see *Windsurfing Chiemsee*, paragraph 51).”

62. Registered trade marks possess varying degrees of inherent distinctive character, ranging from the very low, because they are suggestive or allusive of a characteristic of the services, to those with high inherent distinctive character, such as invented words which have no allusive qualities. The distinctive character of a mark can be enhanced by virtue of the use made of it.

63. The word VILLAGE is a dictionary word with a clear meaning, which will be understood by the average consumer. This is acknowledged by the applicant, who

invites me to attribute the earlier mark “the very lowest degree of distinctive character”. However, no explanation is provided as to why the earlier mark should be attributed such a low level of distinctiveness; the mere fact of it being a dictionary word does not of itself justify such a finding. In my view, the word may be allusive for at least some of the relevant services, as it will be understood as referring to an offering which has a community element to it in some way. In my view, it is inherently distinctive to between a low and medium degree.

64. I have summarised the opponent’s evidence of use above. Plainly, the opponent’s use has been long-standing and geographically widespread. The opponent has demonstrated a significant amount of revenue, high customer numbers and investment in advertising. In my view, the distinctiveness of the earlier mark has plainly been enhanced through use in relation to both “hotels” and “health club services” to between a medium and high degree.

Likelihood of confusion

65. Confusion can be direct or indirect. Direct confusion involves the average consumer mistaking one mark for the other, while indirect confusion is where the average consumer realises the marks are not the same but puts the similarity that exists between them and the services down to the responsible undertakings being the same or related. There is no scientific formula to apply in determining whether there is a likelihood of confusion; rather, it is a global assessment where a number of factors need to be borne in mind. The first is the interdependency principle i.e. a lesser degree of similarity between the services may be offset by a greater degree of similarity between the marks, and vice versa. As I mentioned above, it is necessary for me to keep in mind the distinctive character of the earlier mark, the average consumer for the services and the nature of the purchasing process. In doing so, I must be alive to the fact that the average consumer rarely has the opportunity to make direct comparisons between trade marks and must instead rely upon the imperfect picture of them that he has retained in his mind.

66. I have found as follows:

- a. The services vary from being similar to between a low and medium degree to identical (except where I have found them to be dissimilar).
- b. The average consumer for the services will include both members of the general public and business users, who will pay at least a medium degree of attention during the purchasing process (although it may be higher in some circumstances).
- c. The purchasing process will be predominantly visual, although I do not discount an aural component.
- d. The marks are visually similar to between a medium and high degree. My primary finding is that the marks are aurally and conceptually identical. However, even if I am wrong in that finding, they are aurally and conceptually similar to a high degree.
- e. The earlier mark is inherently distinctive to between a low and medium degree, which has been enhanced through use to between a medium and high degree for the relevant services.

67. Bearing in mind the similarities between the marks, I find that they are likely to be mistakenly recalled or misremembered as each other. This is because the element that plays the greatest role in the overall impression of the applicant's mark is identical to the opponent's mark. Accounting for imperfect recollection, the average consumer may only recall the verbal element of the applicant's mark. This will be the case even where the services are similar to only between a low and medium degree and where a higher degree of attention is being paid. Consequently, I find there to be a likelihood of direct confusion.

68. I will now consider whether there is a likelihood of indirect confusion. In *L.A. Sugar Limited v By Back Beat Inc*, Case BL O/375/10, Mr Iain Purvis Q.C., as the Appointed Person, explained that:

“16. Although direct confusion and indirect confusion both involve mistakes on the part of the consumer, it is important to remember that these mistakes are very different in nature. Direct confusion involves no process of reasoning – it is a simple matter of mistaking one mark for another. Indirect confusion, on the other hand, only arises where the consumer has actually recognized that the later mark is different from the earlier mark. It therefore requires a mental process of some kind on the part of the consumer when he or she sees the later mark, which may be conscious or subconscious but, analysed in formal terms, is something along the following lines: ‘The later mark is different from the earlier mark, but also has something in common with it. Taking account of the common element in the context of the later mark as a whole, I conclude that it is another brand of the owner of the earlier mark’.

17. Instances where one may expect the average consumer to reach such a conclusion tend to fall into one or more of three categories:

- (a) where the common element is so strikingly distinctive (either inherently or through use) that the average consumer would assume that no-one else but the brand owner would be using it in a trade mark at all. This may apply even where the other elements of the later mark are quite distinctive in their own right (‘26 RED TESCO’ would no doubt be such a case).
- (b) where the later mark simply adds a non-distinctive element to the earlier mark, of the kind which one would expect to find in a sub-brand or brand extension (terms such as ‘LITE’, ‘EXPRESS’, ‘WORLDWIDE’, ‘MINI’ etc.).
- (c) where the earlier mark comprises a number of elements, and a change of one element appears entirely logical and consistent with a brand extension (‘FAT FACE’ to ‘BRAT FACE’ for example)”.

69. Even if the differences between the marks are recalled, the average consumer is likely to view the marks as brand-extensions or sub-brands. This is because the device

element will just be viewed as a logo mark being used by the same undertaking as the word-only version of the mark. Consequently, I find there to be a likelihood of indirect confusion. This will apply even where the services are similar to only between a low and medium degree due to the impact of the enhanced distinctiveness of the earlier mark.

70. For the avoidance of doubt, I have noted the opponent's submissions with regard to post-sale confusion. I note that this argument was not pleaded in the Form TM7. However, I have already found a likelihood of confusion for those services that I have found to be similar, and the potential for post-sale confusion cannot overcome dissimilarity of services under this ground. Consequently, I do not need to deal with this point, and I decline to address it any further.

71. The section 5(2)(b) opposition succeeds in relation to the following services:

Class 41 Providing of training; Entertainment; Sporting and cultural activities; Entertainment services; Discotheques; Sporting activities; Operating of golf courses and of sites and equipment for golf and sports; Providing of training and instruction for sports; Providing swimming pool services.

Class 43 Services for providing food and drink; Hotel reservations, providing of temporary accommodation; Bar services; Catering; Hotel services, Rental of temporary accommodation, Temporary accommodation reservations, Tourist homes.

Section 5(3)

72. Section 5(3) of the Act states:

“5(3) A trade mark which -

(a) is identical with or similar to an earlier trade mark, [...] shall not be registered if, or to the extent that, the earlier trade mark has a reputation in the United Kingdom and the use of the later mark without due cause

would take unfair advantage of, or be detrimental to, the distinctive character or repute of the earlier trade mark.”

73. Section 5(3A) of the Act states:

“Subsection (3) applies irrespective of whether the goods and services for which the trade mark is to be registered are identical with, similar to or not similar to those for which the earlier trade mark is protected.”

74. The relevant case law can be found in the following judgments of the CJEU: *Case C-375/97, General Motors, Case 252/07, Intel, Case C-408/01, Adidas-Salomon, Case C-487/07, L’Oreal v Bellure and Case C-323/09, Marks and Spencer v Interflora and Case C383/12P, Environmental Manufacturing LLP v OHIM*. The law appears to be as follows.

(a) The reputation of a trade mark must be established in relation to the relevant section of the public as regards the goods or services for which the mark is registered; *General Motors, paragraph 24*.

(b) The trade mark for which protection is sought must be known by a significant part of that relevant public; *General Motors, paragraph 26*.

(c) It is necessary for the public when confronted with the later mark to make a link with the earlier reputed mark, which is the case where the public calls the earlier mark to mind; *Adidas Saloman, paragraph 29 and Intel, paragraph 63*.

(d) Whether such a link exists must be assessed globally taking account of all relevant factors, including the degree of similarity between the respective marks and between the goods/services, the extent of the overlap between the relevant consumers for those goods/services, and the strength of the earlier mark’s reputation and distinctiveness; *Intel, paragraph 42*

(e) Where a link is established, the owner of the earlier mark must also establish the existence of one or more of the types of injury set out in the section, or there

is a serious likelihood that such an injury will occur in the future; *Intel, paragraph 68*; whether this is the case must also be assessed globally, taking account of all relevant factors; *Intel, paragraph 79*.

(f) Detriment to the distinctive character of the earlier mark occurs when the mark's ability to identify the goods/services for which it is registered is weakened as a result of the use of the later mark, and requires evidence of a change in the economic behaviour of the average consumer of the goods/services for which the earlier mark is registered, or a serious risk that this will happen in future; *Intel, paragraphs 76 and 77 and Environmental Manufacturing, paragraph 34*.

(g) The more unique the earlier mark appears, the greater the likelihood that the use of a later identical or similar mark will be detrimental to its distinctive character; *Intel, paragraph 74*.

(h) Detriment to the reputation of the earlier mark is caused when goods or services for which the later mark is used may be perceived by the public in such a way that the power of attraction of the earlier mark is reduced, and occurs particularly where the goods or services offered under the later mark have a characteristic or quality which is liable to have a negative impact of the earlier mark; *L'Oreal v Bellure NV, paragraph 40*.

(i) The advantage arising from the use by a third party of a sign similar to a mark with a reputation is an unfair advantage where it seeks to ride on the coat-tails of the senior mark in order to benefit from the power of attraction, the reputation and the prestige of that mark and to exploit, without paying any financial compensation, the marketing effort expended by the proprietor of the mark in order to create and maintain the mark's image. This covers, in particular, cases where, by reason of a transfer of the image of the mark or of the characteristics which it projects to the goods identified by the identical or similar sign, there is clear exploitation on the coat-tails of the mark with a reputation (*Marks and Spencer v Interflora, paragraph 74 and the court's answer to question 1 in L'Oreal v Bellure*).

75. The conditions of section 5(3) are cumulative. Firstly, the opponent must show that the earlier mark and the applicant's mark are similar. Secondly, the opponent must show that the earlier mark has achieved a level of knowledge/reputation amongst a significant part of the public. Thirdly, it must be established that the level of reputation and the similarities between the marks will cause the public to make a link between them in the sense of the earlier mark being brought to mind by the later mark. Finally, assuming the first three conditions have been met, section 5(3) requires that one or more of the types of damage will occur. It is unnecessary for the purposes of section 5(3) that the services be similar, although the relative distance between them is one of the factors which must be assessed in deciding whether the public will make a link between the marks.

Similarity of the marks

76. I have already found the marks to be similar for the reasons given above.

Reputation

77. I bear in mind the guidance of the CJEU in *General Motors*, Case C-375/97. I have summarised what I consider to be the key factors from the opponent's evidence above. Whilst enhanced distinctiveness and reputation are different, the factors relevant to both assessments are the same. For the same reasons given above, I consider that the opponent has a reasonably strong reputation for "hotel services" and "health club services".

Link

78. As I noted above, my assessment of whether the public will make the required mental 'link' between the marks must take account of all relevant factors. The factors identified in *Intel* are:

The degree of similarity between the conflicting marks

I have found the marks to be visually similar to between a medium and high degree. My primary finding is that the marks are aurally and conceptually identical, but even if I am wrong, they will be highly similar.

The nature of the goods or services for which the conflicting marks are registered, or proposed to be registered, including the degree of closeness or dissimilarity between those goods or services, and the relevant section of the public

I have found the services to vary from being identical to similar to between a low and medium degree, with the exception of “camp services (Holiday -) [entertainment]”, “sport camp services” and “amusement parks” in the applicant’s specification. However, whilst I have found those services to be dissimilar, I have acknowledged above that they are all within the same industry i.e. leisure and hospitality. Consequently, there is still some connection between them.

The strength of the earlier mark’s reputation

I have found the earlier mark to have a reasonably strong reputation at the relevant date.

The degree of the earlier mark’s distinctive character, whether inherent or acquired through use

The earlier mark is inherently distinctive to between a low and medium degree, which has been enhanced through use to between a medium and high degree for the relevant services.

Whether there is a likelihood of confusion

I have found there to be a likelihood of direct confusion and indirect confusion.

79. Taking all of this into account, I find that a link would be made by the relevant public in relation to all of the services against which the opposition is directed. This is because they are all within the same industry i.e. leisure and hospitality. Given the strength of the opponent's reputation, upon encountering such a similar mark within the same sector, I find that the relevant public would make the requisite link.

Damage

80. I must now consider whether any type of damage pleaded will arise.

Unfair advantage

81. The opponent's pleaded case is as follows:

"The Applicant will gain an advantage from the substantial reputation of the Earlier Mark because the contested Mark will gain attention and marketability for their Contested Services by riding on the coattails of the Earlier Mark and benefitting from the Opponent's marketing efforts. Furthermore, the strong reputation of the Earlier Mark will be transposed to the Contested Mark, meaning that the offering of the Contested Services will become easier for the Applicant. The advantage resulting from the use of a similar trade mark must be considered to be an advantage unfairly gained of the distinctive character and the repute of the Earlier Mark."

82. Plainly, to the extent that the relevant public believe that the services of the applicant are provided by the opponent, there will be unfair advantage. In the alternative, the opponent has plainly invested in marketing and promotion of its brand, which the applicant will unfairly benefit from due to the similarity of the marks and the proximity of the parties' respective services. The evidence shows that the opponent has a reputation for offering value for money and having an "everything under one roof" concept. These are both images that can be transferred to the applicant and, in my view, this would amount to an unfair advantage.

83. The opposition based upon section 5(3) of the Act succeeds in its entirety.

Section 5(4)(a)

84. Section 5(4)(a) of the Act states as follows:

“5(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.”

85. Subsection (4A) of section 5 of the Act 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.”

86. I can deal with this ground relatively swiftly. The evidence is plainly sufficient to demonstrate that the opponent had goodwill for, at least, hotel services and health club services at the relevant date. Whilst the test for misrepresentation is different from that for likelihood of confusion in that it entails “deception of a substantial number of members of the public” rather than “confusion of the average consumer”, it has been

acknowledged that they are unlikely to produce different outcomes in practice.¹² I find that to be the case here.

87. The opposition under section 5(4)(a) succeeds to the same extent as the section 5(2)(b) ground.

CONCLUSION

88. The opposition is successful and, subject to appeal, the application is refused for all services against which the opposition was directed, namely:

Class 41 Providing of training; Entertainment; Sporting and cultural activities; Entertainment services; Camp services (Holiday -) [entertainment]; Discotheques; Sporting activities; Operating of golf courses and of sites and equipment for golf and sports; Providing of training and instruction for sports; Sport camp services; Amusement parks; Providing swimming pool services.

Class 43 Services for providing food and drink; Hotel reservations, providing of temporary accommodation; Bar services; Catering; Hotel services, Rental of temporary accommodation, Temporary accommodation reservations, Tourist homes.

89. The application may, therefore, proceed to registration in relation to the following unopposed services only:

Class 35 Advertising; Business management; Business administration; Office functions; Direct mail advertising; Computerized file management; Business management and organization consultancy; Publication of publicity texts; Dissemination of advertising matter; Public relations services; Assistance in the commercial management of the distribution of financial products, Advice relating to the commercial management of

¹² *Marks and Spencer PLC v Interflora* [2012] EWCA (Civ) 1501

financial products; Business intermediary services relating to the matching of potential private investors with entrepreneurs needing funding; Advertising promotion of real estate projects; Advertising promotion and sale of real estate projects; All of the aforesaid services being provided in the field of construction and real estate.

Class 36 Financial affairs; Monetary affairs; Real estate affairs; Banking; Fund investments; Credit bureaux; Mutual funds; Capital investment; Financial information; Providing financial information via a web site; Savings bank services; Loans (financing); Fiscal assessments, fiscal valuations; Financial evaluation; Real-estate valuations; Financing and savings services; Consultancy on and investment in securities; Financial appraisals; Real estate investment consultancy (real estate affairs); Savings investment consultancy; Services provided under a savings agreement; Real estate collective investment schemes (real estate affairs); Providing of financial information in the context of the distribution of financial products; Promotion (financing) of real estate projects, renovation of real estate, servicing of real estate, purchase and sale of real estate and real estate rights, financial transactions for the development of real estate; Real estate management; Estate agency; Insurance; Rental of accommodation, offices (real estate); Property buying and selling services.

Class 37 Buildings construction; Construction of specialist homes for the elderly; Construction of permanent buildings, apartment houses, houses, bridges, roads and tunnels; Construction information and consultancy; Building construction supervision; Painting, plastering, plumbing, roofing; Building sealing; Demolition of buildings; Rental of construction equipment; Cleaning of buildings (interior), cleaning of buildings (exterior); Window cleaning; Scaffolding; Fitting out, equipping, maintenance and repair of roads, bridges, tunnels, buildings and apartment houses; Fitting-out of interiors and equipping (fitting, installation) of buildings and real estate; Contracting, delegated contracting and project management, namely building construction

supervision; Consultancy in the organisation of worksite operations for sustainable development and energy saving purposes (building construction supervision); Building consultancy; earth moving services.

Class 39 Transport; Packaging and storage of goods; Travel arrangement, transport information; Rental of garages and parking spaces; Rental of land vehicles, boats or horses; Taxi transport.

Class 41 Education.

COSTS

90. The opponent has been successful and is, therefore, entitled to a contribution towards its costs, based upon the scale published in Tribunal Practice Notice 1/2023. In the circumstances, I award the opponent the sum of **£2,000**, calculated as follows:

Preparing a Notice of opposition and considering the applicant's counterstatement	£400
Preparing and filing evidence	£1,000
Written submissions in lieu	£400
Official fee	£200
Total	£2,000

91. I therefore order PV Holding SAS to pay VUR Village Trading No 1 Limited the sum of **£2,000**. 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 11th day of August 2026

S WILSON

For the Registrar

ANNEX 1

Class 35

Advertising; Business management; Business administration; Office functions; Direct mail advertising; Computerized file management; Business management and organization consultancy; Publication of publicity texts; Dissemination of advertising matter; Public relations services; Assistance in the commercial management of the distribution of financial products, Advice relating to the commercial management of financial products; Business intermediary services relating to the matching of potential private investors with entrepreneurs needing funding; Advertising promotion of real estate projects; Advertising promotion and sale of real estate projects; All of the aforesaid services being provided in the field of construction and real estate.

Class 36

Financial affairs; Monetary affairs; Real estate affairs; Banking; Fund investments; Credit bureaux; Mutual funds; Capital investment; Financial information; Providing financial information via a web site; Savings bank services; Loans (financing); Fiscal assessments, fiscal valuations; Financial evaluation; Real-estate valuations; Financing and savings services; Consultancy on and investment in securities; Financial appraisals; Real estate investment consultancy (real estate affairs); Savings investment consultancy; Services provided under a savings agreement; Real estate collective investment schemes (real estate affairs); Providing of financial information in the context of the distribution of financial products; Promotion (financing) of real estate projects, renovation of real estate, servicing of real estate, purchase and sale of real estate and real estate rights, financial transactions for the development of real estate; Real estate management; Estate agency; Insurance; Rental of accommodation, offices (real estate); Property buying and selling services.

Class 37

Buildings construction; Construction of specialist homes for the elderly; Construction of permanent buildings, apartment houses, houses, bridges, roads and tunnels; Construction information and consultancy; Building construction supervision; Painting, plastering, plumbing, roofing; Building sealing; Demolition of buildings; Rental of construction equipment; Cleaning of buildings (interior), cleaning of buildings

(exterior); Window cleaning; Scaffolding; Fitting out, equipping, maintenance and repair of roads, bridges, tunnels, buildings and apartment houses; Fitting-out of interiors and equipping (fitting, installation) of buildings and real estate; Contracting, delegated contracting and project management, namely building construction supervision; Consultancy in the organisation of worksite operations for sustainable development and energy saving purposes (building construction supervision); Building consultancy; earth moving services.

Class 39

Transport; Packaging and storage of goods; Travel arrangement, transport information; Rental of garages and parking spaces; Rental of land vehicles, boats or horses; Taxi transport.

Class 41

Education; Providing of training; Entertainment; Sporting and cultural activities; Entertainment services; Camp services (Holiday -) [entertainment]; Discotheques; Sporting activities; Operating of golf courses and of sites and equipment for golf and sports; Providing of training and instruction for sports; Sport camp services; Amusement parks; Providing swimming pool services.

Class 43

Services for providing food and drink; Hotel reservations, providing of temporary accommodation; Bar services; Catering; Hotel services, Rental of temporary accommodation, Temporary accommodation reservations, Tourist homes.

ANNEX 2

Class 41

Entertainment services all being provided in hotels and public houses; provision of entertainment; sporting and cultural activities; health club services; presentation of live performances; arranging, organising and conducting of dances and balls; arranging, organising and conducting of entertainment shows; arranging, organising and conducting of sports competitions; party planning; provision of sports facilities; provision of recreation facilities; rental of sports equipment; sports club services; physical training services; arranging, organising and conducting of sports events; provision of facilities for general recreation; leisure centre services; organisation and hosting of wedding celebrations; master of ceremony services for weddings, parties and special events.

Class 43

Hotels; hotel reservation services; hotel accommodation; arranging, provision and rental of accommodation; arranging, provision and rental of temporary accommodation; accommodation bureau services; accommodation reservation services; booking agency services for holiday accommodation; booking agency services for hotel accommodation; booking of accommodation for travellers; provision of on-line booking services relating to accommodation; reservation services for booking meals; reservation services for the booking of accommodation; rental of temporary accommodation; rental of meeting rooms; hospitality services (provision of food and drink); hospitality services (accommodation); provision of hospitality suites; room rental; rental of rooms and buildings in which to stage exhibitions; provision of banqueting services; the provision of food and drink; bars, wine bars and cocktail lounge services provided within a hotel; bistros; cafes; cafeterias; canteens; catering; restaurant services; self-service restaurant services; snack-bar services; public house services; inn services; arranging, provision and rental of wedding reception venues; arranging and provision of wedding reception food and drink; arranging and provision of wedding reception accommodation; information, advisory and consultancy services relating to all the foregoing.

Class 44

Health spa services; sauna and steam room services; reservation services relating to all the foregoing.