

BL O/0754/26

TRADE MARKS ACT 1994

IN THE MATTER OF UK REGISTRATION NO. 3423298

IN THE NAME OF F&I ONLINE LTD

IN RESPECT OF THE FOLLOWING TRADE MARK:



IN CLASS 36

AND

AN APPLICATION FOR REVOCATION THEREOF

UNDER NUMBER 508160

BY CAR TO GO SWEDEN AB

BACKGROUND AND PLEADINGS

1. The UK trade mark (“UKTM”) shown on the front page of this decision (UKTM no: 3423298) (“the contested mark”) stands registered in the name of F&I Online Ltd (“the proprietor”). It was filed on 22 August 2019 and completed its registration process on 15 November 2019. The mark stands registered for the following services:

Class 36 Financial services; monetary services; financial lending; financial affairs; brokerage; hire purchase financing; financial leasing; insurance services; consultancy, information and advisory services to all the aforesaid services.

2. On 28 November 2024, Car to Go Sweden AB (“the applicant”) applied to revoke the contested mark on grounds of non-use in accordance with sections 46(1)(a) and 46(1)(b) of the Trade Marks Act 1994 (“the Act”). Revocation is sought in respect of the specification in its entirety. The periods in respect of which non-use is claimed are 16 November 2019 to 15 November 2024, with an effective date of revocation of **16 November 2024** under section 46(1)(a) (“the first relevant period”), and 28 November 2019 to 27 November 2024, with an effective date of revocation of **28 November 2024** (“the second relevant period”), under section 46(1)(b).

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

4. The proprietor is represented by Trademark Eagle Limited, and the applicant is represented by Kilburn & Strode LLP. Only the proprietor filed evidence in these proceedings. No hearing was requested, however, both parties filed written submissions in lieu.

EVIDENCE AND SUBMISSIONS

5. Only the proprietor filed evidence. Its evidence took the form of a witness statement of Mr Roman Danaev dated 4 August 2025, accompanied by exhibits RD01 to RD12. Mr Danaev is the Director of F&I Online Ltd, a position that he has held since 8 November 2016.

6. Both parties filed written submissions in lieu on 12 March 2026.

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

DECISION

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

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

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

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

(c) [...]

(d) [...]

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

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

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

(4) [...]

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

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

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

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

9. Section 100 is also relevant, which reads:

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

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

RELEVANT CASE LAW

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

“105. The principles applicable to determining whether there has been genuine use of a trade mark have been considered by the CJEU in a considerable number of cases, the principal decisions being Case C40/01 *Ansul BV v Ajax Brandbeveiliging BV* [2003] ECR I-2439, Case C-259/02 *La Mer Technology Inc v Laboratories Goemar SA* [2004] ECR I-1159, Case C-416/04 *P Sunrider Corp v Office for Harmonisation in the Internal Market (Trade Marks and Designs)* [2006] ECR I-4237, Case C-442/07 *Verein Radetsky-Order v 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 Marken BV v Hagelkruis Beheer BV* [EU:C:2012:816], Case C-609/11 *Centrotherm Systemtechnik GmbH v Centrotherm Clean Solutions GmbH & Co KG* [EU:C:2013:592], Case C-141/13 *P Reber Holding & Co KG v Office for Harmonisation in the Internal Market (Trade Marks and Designs)* [EU:C:2014:2089], Case C-689/15 *W.F. Gözze Frottierweberei GmbH v Verein Bremer Baumwollbörse* [EU:C:2017:434] and Joined Cases C-720/18 and C-721/18 *Ferrari SpA v DU* [EU:C:2020:854].

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

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

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

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

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

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

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

EVIDENCE OF USE

14. Mr Danaev states that the CARPLUS brand commenced trading in 2018 and has been used consistently over the past 7 years. Mr Danaev confirms:

“8. CARPLUS established as a car finance brokerage and has evolved into one of the UK’s leading digital car financing and buying options.

...

10. Our Company’s CARPLUS website www.carplus.co.uk was created 13 June 2019. It also had a previous website [www.carfinanceplus.com], before changing to its current website. I attach a copy of the domain name registration details of the same as Exhibit RD2.”¹

15. The evidence shows that the proprietor’s company has operated under different trading names including Car Finance Plus, Car Finance+, Car Finance Max, Car.Finance, Money Republic, ClearFinance, Carboom, Car Finance Compare and Car Finance Plan.²

¹ Witness statement of Mr Danaev

² Exhibit RD10

16. I have articles before me which have appeared on the CARPLUS website, all of which are written by Mr Danaev and are dated between July 2020 and April 2024, examples of which are as follows: ³



[Get a quote](#)

Magazine

[Best cars](#)

[MOT](#)

[VAT](#)

[Electric cars](#)

[Log book V5](#)

[Finance](#)

[Write-off categories](#)

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1 April 2024

Audi vs BMW: Side-by-Side Brand Comparison

Check this comparison of Audi vs BMW to see which one is better and shines brighter in terms of horsepower, innovation, and style.



Roman Danaev
Carplus

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1 April 2024

Audi vs Mercedes: Side-by-Side Brand Comparison

Match up Audi vs Mercedes for a better choice. Learn about their performance, features, and more in this detailed comparison.



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³ Exhibit RD05



30 April 2024

12 SUVs With the Highest Ground Clearance

Check out rugged SUVs with the highest ground clearance designed for off-road adventures. These powerful cars will tackle any terrain with confidence.



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Carplus

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29 April 2024

12 Best Eight-Seater Family Cars

Trying to find the perfect people carrier that is family-friendly, practical, and spacious? See our top picks of 8-seater cars for family life on the road.



Roman Danaev
Carplus

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I also have before me various articles which feature on the 'news' section of the CARPLUS website. These articles feature headings such as "Carplus Achieves SAF Approval: Boosting Confidence and Expertise in Car Finance!" and "Carplus Revs Up: Successful Partnership with Billing Finance Expands Car Finance Options!". All of the articles are dated within the relevant period.⁴ In respect of the articles provided, I have no information as to viewing figures for the same.

17. Mr Danaev has provided evidence from TrustPilot of reviews that CARPLUS has received. I note that the overall rating is 4.9 out of 5, and the reviews are dated between May 2018 and May 2024. A number of the reviews mention the financing of vehicles and vehicle purchasing. I note that the consumers leaving reviews regularly refer to the company as either "CarFinance Plus" or "Car Finance Plus".⁵

⁴ Exhibit RD06

⁵ Exhibit RD07

18. Mr Danaev states that the proprietor invests significantly in advertising via a Google pay per click campaign.⁶ I have before me a copy of the Google analytics report dated between 6 May 2023 and 6 May 2024. I note that there were 744,000 users (671,000 of which were within the UK) during this time and that the average engagement time was 1 minute and 9 seconds. I have no evidence before me of the amount of money spent on this advertising campaign.

19. Mr Danaev states:

“17. From time to time, it was necessary to inform customers and/or potential customers of the new brand. We enclose Exhibit RD9 which shows an example of such communication”.⁷

It is unclear from the exhibit, whether this in relation to the brand generally, or a re-brand which Mr Danaev goes on to mention. There is an invoice addressed to F&I Online Ltd/Carplus for £38,478.11 which is for “V12 Bank March Sales Commission”. This invoice is dated 31 April 2024.⁸ I note that Exhibit RD10 contains a certificate from Specialist Automotive Finance which states that the proprietor is “SAF approved having ensured all eligible staff have successfully passed the Specialist Automotive Finance (SAF) Expert Test”. I note that the certificate expires on 4 December 2025. There is also a print-out from the FCA register referencing F&I Online Ltd, providing the registered address of the proprietor and various other company details including their current trading names, which include Car Finance Plus, Car Finance+, Carplus and F&I Online Ltd. Carplus is noted as trading from 25 September 2020. I note that there is also an email trail between Mr Danaev and an ‘Edward J’ in relation to re-branding.

20. Mr Danaev states that the proprietor has established a substantial turnover which he estimates at being around £18,800,000 over the past 7 years. He goes on to say:

⁶ Exhibit RD08

⁷ Witness statement of Mr Danaev

⁸ Exhibit RD09

“20. We have provided estimated of the turnover per year, as detailed below. I say that, based on these sums, our Company has established significant goodwill and a sizeable reputation in our Carplus mark:

- 2018 - £200,000
- 2019 = £900,000
- 2020 = £2,000,000
- 2021 = £3,000,000
- 2022 = £2,600,000
- 2023 – 2,600,000
- 2024 - 3,500,000
- 2025 - 4,000,000+”.⁹

I have 5 invoices before me which Mr Danaev states are evidence of sales associated with the Carplus brand.¹⁰ Whilst some of these invoices are from Carplus to other companies for sales commission, some of the invoices are from companies such as ‘Lawdata’ and Hawk Butler and are made out to Carplus for services such as recruitment.

21. I also have a number of tax invoices before me which Mr Danaev states are in relation to dealer referral fees.¹¹ These invoices are dated between 14 February 2020 and 20 November 2022. There are 10 invoices in total which amount to £5,600. Whilst all of the invoices do relate to referral fees, I have no other information as to what services these referral fees relate to.

FORM OF THE MARKS IN USE

22. Before I move on to assess the sufficiency of the evidence, I shall begin by addressing the way in which the contested marks have been displayed in relation to the relevant services in evidence.

⁹ Witness statement of Mr Danaev

¹⁰ Exhibit RD11

¹¹ Exhibit RD12

23. In *Colloiseum Holdings AG v Levi Strauss & Co.*, Case C-12/12, which concerned the use of one mark with, or as part of, another mark, the Court of Justice of the European Union (“CJEU”) found that:

“31. It is true that the ‘use’ through which a sign acquires a distinctive character under Article 7(3) of Regulation No 40/94 relates to the period before its registration as a trade mark, whereas ‘genuine use’, within the meaning of Article 15(1) of that regulation, relates to a five-year period following registration and, accordingly, ‘use’ within the meaning of Article 7(3) for the purpose of registration may not be relied on as such to establish ‘use’ within the meaning of Article 15(1) for the purpose of preserving the rights of the proprietor of the registered trade mark.

32. Nevertheless, as is apparent from paragraphs 27 to 30 of the judgment in *Nestlé*, the ‘use’ of a mark, in its literal sense, generally encompasses both its independent use and its use as part of another mark taken as a whole or in conjunction with that other mark.

33. As the German and United Kingdom Governments pointed out at the hearing before the Court, the criterion of use, which continues to be fundamental, cannot be assessed in the light of different considerations according to whether the issue to be decided is whether use is capable of giving rise to rights relating to a mark or of ensuring that such rights are preserved. If it is possible to acquire trade mark protection for a sign through a specific use made of the sign, that same form of use must also be capable of ensuring that such protection is preserved.

34. Therefore, the requirements that apply to verification of the genuine use of a mark, within the meaning of Article 15(1) of Regulation No 40/94, are analogous to those concerning the acquisition by a sign of distinctive character through use for the purpose of its registration, within the meaning of Article 7(3) of the regulation.

35. Nevertheless, as pointed out by the German Government, the United Kingdom Government and the European Commission, a registered trade mark that is used only as part of a composite mark or in conjunction with another mark

must continue to be perceived as indicative of the origin of the product at issue for that use to be covered by the term ‘genuine use’ within the meaning of Article 15(1).” (emphasis added)

24. In *Lactalis McLelland Limited v Arla Foods AMBA*, BL O/265/22, Phillip Johnson, sitting as the Appointed Person, considered the correct approach to the test under s. 46(2). He said:

“13. [...] While the law has developed since *Nirvana* [BL O/262/06], the recent case law still requires a comparison of the marks to identify elements of the mark added (or subtracted) which have led to the alteration of the mark (that is, the differences) (see for instance, T-598/18 *Grupo Textil Brownie v EU*IPO*, EU:T:2020:22, [63 and 64]).

14. The courts, and particularly the General Court, have developed certain principles which apply to assess whether a mark is an acceptable variant and the following appear relevant to this case.

15. First, when comparing the alterations between the mark as registered and used it is clear that the alteration or omission of a non-distinctive element does not alter the distinctive character of the mark as a whole: T-146/15 *Hypen v EUIPO*, EU:T:2016:469, [30]. Secondly, where a mark contains words and a figurative element the word element will usually be more distinctive: T-171/17 *M & K v EUIPO*, EU:T:2018:683, [41]. This suggests that changes in figurative elements are usually less likely to change the distinctive character than those related to the word elements.

16. Thirdly, where a trade mark comprises two (or more) distinctive elements (eg a house mark and a sub-brand) it is not sufficient to prove use of only one of those distinctive elements: T-297/20 *Fashioneast v AM.VI. Srl*, EU:T:2021:432, [40] (I note that this case is only persuasive, but I see no reason to disagree with it). Fourthly, the addition of descriptive or suggestive words (or it is suppose figurative elements) is unlikely to change the distinctive character of the mark: compare, T-258/13 *Artkis*, EU:T:2015:207, [27] (ARKTIS registered and use of ARKTIS LINE sufficient) and T-209/09 *Alder*,

EU:T:2011:169, [58] (HALDER registered and use of HALDER I, HALDER II etc sufficient) with R 89/2000-1 CAPTAIN (23 April 2001) (CAPTAIN registered and use of CAPTAIN BIRDS EYE insufficient).

17. It is also worth highlighting the recent case of T-615/20 *Mood Media v EUIPO*, EU:T:2022:109 where the General Court was considering whether the use of various marks amounted to the use of the registered mark MOOD MEDIA. It took the view that the omission of the word “MEDIA” would affect the distinctive character of the mark (see [61 and 62]) because MOOD and MEDIA were in combination weakly distinctive, and the word MOOD alone was less distinctive still.”

25. The contested mark as registered is a figurative mark, in which ‘Carplus’ appears at the bottom of the mark in a navy blue font, and above the word is a simple graphic image of a car in the same colour as the word. The car is the larger element of the mark. I find that the words within the mark, ‘Carplus’, have a low level of distinctive character as they are allusive of the services on offer (being car finance). Whilst the device within the mark as registered is an image of a car, which reiterates the words within the mark, as the words are low in distinctive character I find that overall, the distinctive character of the registered mark lies in the mark as a whole, and the word and image carry equal weight. However, I note that this version of the mark does not appear in any of the evidence before me.

26. I note that within the evidence, the following figurative mark is presented:



The car device contained within the registered mark does not feature in the mark above, which contains the word ‘Carplus’ in a navy font, with a green stylised swoosh underneath the letter ‘u’. In my view, as the above variant does not feature the mark as registered and I have found that the distinctive character of the registered mark lies in the mark as a whole, the above mark alters the distinctive character and is therefore not an acceptable variation of the registered mark. Therefore, I consider that use of

the same is not use upon which the proprietor can rely. In case I am wrong about that, I will go on to consider whether the mark has been put to genuine use.

GENUINE USE

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

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

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

29. I have carefully considered the evidence provided by the proprietor and whether this meets the requirements for genuine use as per *easyGroup*, set out earlier in this decision. I am also mindful of the guidance from the *Dosenbach-Ochsner* case¹².

30. I consider that the evidence before me is quite vague and has a number of limitations. It is clear from the evidence that the proprietor's company has operated under different trading names, as set out above. I also note that within the TrustPilot

¹² Along with *Awareness Limited v Plymouth City Council*, Case BL O/236/13, emphasising the need to consider what the evidence fails to "show", and what might reasonably have been conclusively shown.

reviews, consumers who are reviewing the company refer to both “CarFinance Plus” or “Car Finance Plus”.

31. The proprietor has provided turnover figures from the relevant periods within paragraph 20 of Mr Danaev’s witness statement. The latter figures are particularly sizeable, with Mr Danaev stating that in 2025 the turnover was “£4,000,000+”. Whilst this evidence was challenged by the applicant, I note that it was not challenged until written submissions in lieu. I remind myself of the findings of Mr Richard Arnold QC (as he then was) in *Tripp Limited v Pan World Brands Limited*,¹³ in which he stated as follows:

“36. Where, however, evidence is given in a witness statement filed on behalf of a party to registry proceedings which is not obviously incredible and the opposing party has neither given the witness advance notice that his evidence is to be challenged nor challenged his evidence in cross-examination nor adduced evidence to contradict the witness’s evidence despite having had the opportunity to do so, then I consider that the rule in *Brown v Dunn* applies and it is not open to the opposing party to invite the tribunal to disbelieve the witness’s evidence.”

I therefore find that I can place no weight upon the applicant’s submissions in respect to the turnover figures. However, it is clear from the evidence that the proprietor’s company has operated under multiple trading names. In this instance, where global turnover figures have been provided, it is unclear from the evidence whether all turnover is solely attributable to the CARPLUS mark, or whether this is global turnover in respect of all of the trading names used. As there is no particularisation of the figures provided, I have no reliable evidence before me of what is attributable to the mark, and I am therefore able to place little weight on the figures provided.

32. I note that I also have invoices before me which Mr Danaev states are evidence of sales and dealer referral fees. However, as noted above, the invoices are limited and whilst some are addressed to Carplus, some are from external companies for services such as recruitment. There is one invoice before me addressed to F&I Online

¹³ O/161/07

Ltd/Carplus for £38,478.11, which is the best of the evidence that I have. This invoice relates to 'sales commission'; however, I have no information before me as to what services this commission may have arisen from, and whilst most of the evidence of use relates to car financing, it is difficult to see how a company that was providing car financing services would be due commission from a third party for "sales", without any explanation in this regard.

33. I have no information before me regarding market share. The mere existence of articles from a website in isolation are of little evidentiary value without any supporting information such as an indication as to how many people viewed this information, over what period, the location of those people, the volume of custom generated as a result, or the extent that the relevant consumer had been exposed to the mark by viewing this material. These details have not been provided.

34. I note that Mr Danaev states that the proprietor "invests significantly in advertising via Google pay per click campaign",¹⁴ however, I have no evidence before me of the cost of such advertising, nor do I have any information regarding marketing spend in general. I note that in the period of 6 May 2023 and 6 May 2024, there were 744,000 visits to the website.

35. I have already found that the mark as registered does not feature within the evidence, and that use of the variant mark is not use upon which the proprietor can rely. However, when assessing the evidence as a whole, I find that there are numerous shortcomings. It is clear from the evidence that the proprietor's company has operated under different trading names, and it appears that this has continued during the relevant periods. As such, it is difficult to be certain that any of the evidence solely relates to the CARPLUS mark or services provided under that mark, as the trading names appear to be used interchangeably. I have no evidence before me of market share, geographical spread or any investment in advertising/promotion. Whilst there is evidence of visits to the CARPLUS website, I do not consider that this alone is enough to support a finding of genuine use. As a result, I am not satisfied that the evidence before me shows that there has been a real attempt to exploit the mark in the UK during the relevant periods.

¹⁴ Witness statement of Mr Danaev, para 16

CONCLUSION

36. The revocation is successful in its entirety under section 46(1)(a) of the Act. UK trade mark number 3423298 shall be revoked from 16 November 2024.

COSTS

37. The applicant has been successful and is entitled to a contribution towards their costs. In the circumstances I award the cancellation applicant the sum of £1,500 as a contribution towards the cost of the proceedings, in accordance with Tribunal Practice Notice 1/2023. The sum is calculated as follows:

Official fee:	£200
Preparing and filing the TM26(N) and considering the counterstatement:	£350
Considering the proprietor's evidence	£600
Preparing submissions-in-lieu and considering proprietor's submissions-in-lieu	£350
Total:	£1,500

38. I therefore order F&I Online Ltd to pay Car to Go Sweden AB the sum of £1,500. The above sum should be paid within twenty-one days of the expiry of the appeal period or within twenty-one days of the final determination of this case if any appeal against this decision is unsuccessful.

Dated this 20th day of August 2026

LA Bailey

For the Registrar