

O/0836/26

TRADE MARKS ACT 1994

IN THE MATTER OF

TRADE MARK REGISTRATION NO. UK00915186687
IN THE NAME OF RENTAL ALLIANCE GMBH
FOR THE TRADE MARK:



IN CLASSES 12 AND 39

AND

APPLICATION FOR REVOCATION THERETO
UNDER NO. 508115
BY KILBURN & STRODE LLP

Background and pleadings

1. Trade mark number UK00915186687¹ as shown on the front page of this decision (“the contested mark”) stands registered in the name of Rental Alliance GmbH (“the proprietor”). The contested mark has a filing date of 4 March 2016 and was registered on 24 September 2018 for the following goods and services:

Class 12: Vehicles; Vehicles for use on land; Caravans; Touring homes; Motor homes; Trailers for land vehicles; Parts for land vehicles (included in class 12); Sleeping berths for vehicles; Boats; Bicycles; Luggage carriers for vehicles; Fittings for automobiles, in particular tow bars, ski carriers, snow chains, headrests, windscreen wipers.

Class 39: Transport; Rental of vehicles, caravans, mobile homes, boats, garages, vehicle parking and parking spaces; booking and arrangement of tours; Towing; Arranging replacement vehicles; Recovery of vehicles; Escorting of travellers; Travel reservation, in particular reservation relating to campsites and pitches for motorhomes and caravans.

2. On 22 November 2024, Kilburn & Strode LLP (“the applicant”) filed an application 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”).²

3. Under section 46(1)(a) of the Act, the cancellation applicant claims non-use of all goods and services in the five-year period following the date on which the

¹ The contested mark is a comparable mark based upon an earlier EU trade mark (“EUTM”) of the proprietor. Following the end of the transition period of the UK’s withdrawal from the EU, all EUTMs registered before 1 January 2021 were recorded as comparable trade marks in the UK trade mark register (and as a consequence, have the same legal status as if they had been applied for and registered under UK law). A ‘comparable trade mark (EU)’ retains the same filing date, priority date (if applicable) and registration date of the EUTM from which it derives.

² 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.

mark was registered i.e., 25 September 2018 to 24 September 2023, with an effective date of revocation of **25 September 2023** (“the first relevant period”).

4. Under section 46(1)(b) of the Act, the cancellation applicant claims non-use of all goods and services for the following period: 22 November 2019 to 21 November 2024, with an effective date of revocation of **22 November 2024** (“the second relevant period”).

5. The proprietor filed a counterstatement defending its mark in relation to some of its services, namely *Rental of vehicles, caravans, mobile homes* in class 39. They conceded, however, that there has been no use of the mark in relation to the following goods and services:

Class 12: Vehicles; Vehicles for use on land; Caravans; Touring homes; Motor homes; Trailers for land vehicles; Parts for land vehicles (included in class 12); Sleeping berths for vehicles; Boats; Bicycles; Luggage carriers for vehicles; Fittings for automobiles, in particular tow bars, ski carriers, snow chains, headrests, windscreen wipers.

Class 39: Transport; Rental of boats, garages, vehicle parking and parking spaces; booking and arrangement of tours; Towing; Arranging replacement vehicles; Recovery of vehicles; Escorting of travellers; Travel reservation, in particular reservation relating to campsites and pitches for motorhomes and caravans.

6. Consequently, the contested mark will be revoked from the earliest revocation date in relation to the above terms which are undefended, without further consideration.

7. Only the proprietor filed evidence. The proprietor initially requested a hearing; however, after the applicant confirmed that they would not attend, the proprietor requested a decision based on the papers filed. Neither party filed written submissions in lieu of a hearing. This decision is therefore taken following careful consideration of the papers on file.

8. The cancellation applicant is a firm of European and UK patent and trade mark attorneys and is self-represented. The registered proprietor is represented by M.J.P. Deans.

Evidence

9. The proprietor's evidence came in the form of two witness statements:

- The witness statement of Alexander Kastl dated 24 March 2025, which is accompanied by 12 exhibits (AK1-AK12). Mr Kastl is the Managing Director of the proprietor. The purpose of this evidence is to demonstrate that the contested mark has been put to genuine use in relation to the defended services during the relevant periods for which revocation is sought.
- The witness statement of Reta Schinkel dated 2 May 2025. Ms Schinkel is a Partner of Muller Schupfner & Partner Patent Attorneys. The purpose of her statement is to provide certified translations of exhibits AK5, AK7, AK8 and AK9.

10. I have given due consideration to all of the relevant documents filed and will refer to the evidence to the extent that it is necessary in my decision.

DECISION

11. Section 46 of the Act states that:

“(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.

[...]

(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 existed at an earlier date, that date.”

12. As the contested mark is a comparable mark, pursuant to paragraph 8 of Part 1, Schedule 2A of the Act, the proprietor may rely upon use of the mark in the EU (including the UK) for any parts of the relevant periods which fall prior to IP Completion Day, being 31 December 2020. The only use after that date that is of relevance is use in the UK.

13. 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.”

14. As noted previously, the relevant period for assessing whether there has been genuine use of the mark is 25 September 2018 to 24 September 2023 (“the first relevant period”) under section 46(1)(a); and 22 November 2019 to 21 November 2024 (“the second relevant period”) under section 46(1)(b). The relevant periods overlap to a significant extent. A finding of genuine use during the second relevant period will be sufficient to avoid revocation of the mark under section 46(1)(b) and, by virtue of section 46(3), section 46(1)(a), even if the evidence in relation to the first relevant period is deemed insufficient. As such, I will assess the evidence as a whole in relation to both relevant periods.

Relevant case law

15. 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 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].

107. The trade mark proprietor bears the burden of proving genuine use of its trade mark: see section 100 of the 1994 Act and *Ferrari* at [73]-[83]. The General Court of the European Union has repeatedly held that genuine use of a trade mark cannot be proved by means of probabilities or suppositions, but must be demonstrated by solid and objective evidence of effective and sufficient use of the trade mark on the market concerned: see e.g. Case T-78/19 *Lidl Stiftung & Co KG v European Union Intellectual Property Office* [EU:C:2020:166] at [25]. It has also repeatedly held that the smaller the commercial volume of the exploitation of the mark, the more necessary it is for the proprietor to produce additional evidence to dispel any doubts as to the genuineness of its use: see e.g. *Lidl* at [33].”

Evidence of use

16. Mr Kastl states that the proprietor is the leasing organisation of the Erwin Hymer Group of Companies which is well-known for the manufacture of vehicles. In addition to directly leasing a range of vehicles including motorised caravans and mobile homes to customers, the proprietor has appointed local franchisees in

numerous European countries including the UK to lease vehicles to individual customers, primarily for the holiday trade.³

17. Mr Kastl goes on to state that the proprietor has grown substantially, especially in continental Europe where the annual turnover in Germany runs to an annual rate of several million euros.⁴

18. As for the proprietor's business in the UK, it has appointed several franchisees in different parts of the UK however, the levels of business achieved have been lower than expected. Mr Kastl states that the proprietor attributes the slower growth in the UK to the prolonged effects of Covid in relation to sale and rental of caravans and other leisure vehicles.⁵ Exhibit AK1 includes a report titled "Travel Trends 2023" published by the UK Office for National Statistics. Mr Kastl highlights that Figure 3 of the report shows that overseas visits for holiday purposes to the United Kingdom were significantly affected in 2020 and 2021 compared with the pre-Covid years.

19. Exhibit AK2 includes a copy of a franchise agreement with a franchisee based in Cumbria. The agreement contains two signatures dated March 2020 and April 2020. The agreement also displays the contested mark as registered and refers to leisure vehicles and services in the field of caravanning.

20. UK and EU turnover figures have been provided in Exhibit AK3 and are as follows:

Franchise turnover for annual sales in the UK	
Year	Amount
2017-2018	£30,166.85
2018-2019	£28,184.10
2019-2020	£20,612.11
2020-2021	£29,553.66

³ Paragraph 3 of the witness statement of Alexander Kastl.

⁴ Paragraph 5 of the witness statement of Alexander Kastl.

⁵ Paragraph 5 of the witness statement of Alexander Kastl.

2021-2022	£1,710.41
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Franchise turnover for annual sales in the EU⁶		
	2019	2020
Germany	More than €4 million	More than €3 million
Netherlands	More than €300,000	More than €200,000
Sweden	-	More than €100,000

21. Exhibit AK4 includes a sample of 8 invoices relating to vehicle rentals in the UK. I note that these are dated from 5 December 2018 to 16 August 2021 and therefore cover both relevant periods. Each invoice also displays the contested mark as registered. Although the make and model of the vehicle hired is not always apparent from each invoice, some of the booking descriptions, such as “City First” and “City Extra”, correspond to vehicle categories shown in the brochure at Exhibit AK12. Taken together, these exhibits provide some indication of the types of vehicles offered under the contested mark. Examples of which are shown below:

⁶ EU turnover figures have been included for the years 2021-2024 however, they are not relevant to my assessment and I have therefore only included turnover figures prior to IP Completion.



City Extra

e.g. Hymer Grand Canyon^{*}
 Seats 4
 Sleeps 4
 Total Permissible Weight 3,500 kg
 Payload** 420 kg
 Length/Width/Height 590/209/260 cm

Price per day:
 Low Season € 82
 Off Season € 115
 Shoulder Season € 146
 Peak Season € 164



^{*} Exemplos de veículos. Muitos podem variar em comprimento, layout e design.
^{**} Os pesos e medidas são orientativos e os documentos de veículos em de veículos devem ser consultados.
^{***} A taxa de serviço cobrada a mais para o aluguel.



City First

e.g. Hymer Grand Canyon S^{*}
 Seats 4
 Sleeps 4
 Total Permissible Weight 3,500 kg
 Payload** 605 kg
 Length/Width/Height 593/205/236 cm

Price per day:
 Low Season € 87
 Off Season € 128
 Shoulder Season € 155
 Peak Season € 175



^{*} Exemplos de veículos. Muitos podem variar em comprimento, layout e design.
^{**} Os pesos e medidas são orientativos e os documentos de veículos em de veículos devem ser consultados.
^{***} A taxa de serviço cobrada a mais para o aluguel.

Our hire vehicles

Category/Group	Extra	First
City	e.g. Hymer Grand Canyon	e.g. Hymer Grand Canyon S

Holiday season 2021

	Low Season	Shoulder Season	Off Season
	01.01. - 26.03.	27.03. - 04.05.	05.05. - 16.05.
Minimum rental time*	5 days	5 days	5 days
	Shoulder Season	Peak Season	Shoulder Season
	27.05. - 25.06.	26.06. - 03.09.	04.09. - 30.09.
Minimum rental time*	5 days	10 days	5 days
	Off Season	Low Season	
	01.10. - 31.10.	01.11. - 31.12.	
Minimum rental time*	5 days	5 days	

* Shorter Rental on Request

Discounts/Long term rentals:

3 % Discount on hires over 14 days
 5 % Discount on hires over 21 days

22. Exhibit AK5 includes several brochures listing 'Rent Easy' rental stations. One brochure dated 2020 lists retail stations in Germany, the UK, the Netherlands, Norway, Portugal and Romania.

23. Exhibit AK6 is a 'Rent Easy- Important Information' booklet dated 2024. The booklet includes important information concerning the rental and use of vehicles via 'Rent Easy'. This includes emergency telephone numbers, travel restrictions, breakdown information and details on how to return the vehicle to a 'Rent Easy' station. I note the booklet is written in English and contains the Union Jack flag in the top corner which Mr Kastl states indicates specific relevance to the United Kingdom.

24. Exhibit AK7 includes a series of press releases in both German and English. These include:

- 'Winter camping with a motorhome' dated 10 December 2018.
- 'Chasing the sun- Campsites for long-term holidays' dated 5 December 2019.
- 'Bourgeois was yesterday: Trends for motorhome holidays in 2019' dated 14 January 2019.

25. Exhibit AK8 shows several promotional flyers in both German and English that display the contested mark. Mr Kastl states that these have been distributed in significant numbers for publicity; however, no further information is provided in this regard. As an illustrative example, one of the flyers dated within both relevant periods is reproduced below:



26. Exhibit AK9 includes an invoice for an order placed by the proprietor for artwork and print for promotional flyers. The invoice is dated 19 November 2018 and the total amount charged is €8,851.29.

27. Exhibit AK10 displays pictures of 'Rent Easy' stands at trade fairs in Germany. Whilst I note that none of the photographs are dated, in his witness statement, Mr Kastl states that they fall within both relevant periods.⁷ Even so, this statement provides limited assistance because the particular date and details of each fair are not provided.

⁷ Paragraph 14 of the witness statement of Alexander Kastl.

28. Printouts of 'Rent Easy' social media pages are provided in exhibit AK11. However, they all appear to be in relation to the proprietor's business in Germany after IP Completion and are therefore not relevant to my assessment of genuine use.

29. A further brochure is provided in exhibit AK12 which is dated 2021. I note that the brochure includes prices in pounds sterling and refers to a UK domain name (www.rent-easy.co.uk). It therefore appears to be targeted at customers in the UK during both relevant periods.

Form of the mark

30. Before assessing the sufficiency of the evidence, I shall address the forms in which the contested mark appears.

31. The correct approach to assessing whether a mark has been used in an acceptable variant form is to compare the registered mark with the form shown in the evidence, identify any differences between them and determine whether those differences result in an alteration to the distinctive character of the mark. If the distinctive character has been altered, then the form shown in evidence is not an acceptable variant of the registered mark meaning that it will be incapable of being relied upon. Guidance on this point was provided by Professor Phillip Johnson, sitting as the Appointed Person, at paragraphs 13 to 17 in the case of *Lactalis McLelland Limited v Arla Foods AMBA*, BL O/265/22. In short, this sets out that the alteration or omission of a non-distinctive element does not alter the distinctive character of the mark as a whole. Further, where a mark contains words and a figurative element the word element will usually be more distinctive so changes in figurative elements are usually less likely to change the distinctive character than those related to the word elements. However, the assessment remains fact-specific and the omission of a word element may alter the distinctive character of the mark where the omitted element contributes to the distinctiveness of the mark as a whole. As illustrated in *Mood Media v EUIPO*, the General Court found that the omission of the word "MEDIA" from the mark MOOD MEDIA altered its distinctive character because the combination of the two words was weakly distinctive, whereas the word MOOD alone was even less distinctive.

32. The contested mark is as follows:



33. The mark is also shown as follows in the evidence:

a) Rent Easy



b) **Freedom without compromise.**

34. Where the mark is used in word only form, despite the absence of the stylisation and the figurative element used in its registered form, the wording 'Rent Easy' is the dominant and distinctive element of the mark, meaning it is still clearly identifiable as an indication of origin and therefore variant "a" is an acceptable variant.

35. I further note that where a registered mark is used with additional matter, this may still constitute acceptable use of the mark as registered, where this element continues to act independently as an indicator of origin.⁸ With this in mind, I consider that the additional wording "Freedom without compromise" shown in variant "b" will be seen as a strapline. The 'Rent Easy' element still acts as an indicator of origin in accordance with *Colloseum*. Variant "b" is also acceptable.

⁸ *Colloseum Holdings AG v Levi Strauss & Co.*, Case C-12/12.

Assessment of genuine use

36. An assessment of genuine use is a global assessment, which includes looking at the evidential picture as a whole, not whether each piece of evidence shows use by itself.⁹ Genuine use depends upon a variety of factors, including the nature of the services and the characteristics of the market, the consistency of sales over time and whether the use is warranted to create or maintain a share in that market.

37. 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 services at issue in the relevant territory during the relevant five-year period. In making this assessment, I am required to consider all relevant factors, including:

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

38. The evidence filed has several shortcomings. In particular, whilst I note the invoice contained in exhibit AK9 is evidence of some promotional expenditure, no overall advertising expenditure figures have been provided. I also note that the proprietor's share of the relevant market has not been provided. Further, some of the exhibits are supported by limited narrative evidence. For example, although exhibit AK10 shows the contested mark displayed at trade fairs in Germany, the evidence does not identify when those fairs took place, how many people attended or the extent of any resulting commercial activity. Similarly, while Mr Kastl states that the promotional flyers in exhibit AK8 were distributed in significant numbers, no distribution figures or further details have been provided.

⁹ *New Yorker SHK Jeans GmbH & Co. KG v OHIM*, General Court of the European Union, Case T 415/09.

39. However, the assessment of genuine use requires me to consider the evidential picture as a whole, rather than determining whether each individual piece of evidence is sufficient in isolation. The evidence includes UK turnover figures spanning a number of years, supported by invoices showing the contested mark used in relation to vehicle rental services in the UK. There are also brochures identifying Rent Easy rental stations, press releases and promotional materials dating from within the relevant periods. Further, the 2021 brochure uses prices in pounds sterling and refers to a UK domain name, while the 2024 information booklet is specifically directed towards UK customers. Taken together, these materials demonstrate a continuing commercial presence under the contested mark rather than isolated or merely token use.

40. I acknowledge that the level of turnover in the UK is relatively modest in relation to the relevant market and fluctuates over the period shown. Nevertheless, genuine use need not be quantitatively significant, and the evidence demonstrates continuing commercial activity under the contested mark across both relevant periods. In particular, the invoices, turnover figures and supporting promotional materials show that the mark has been used externally, in the course of trade, with the aim of creating or maintaining an outlet for vehicle rental services. Considering the evidence as a whole, I am satisfied that the use shown is real commercial exploitation of the contested mark.

41. The defended services are rental of vehicles, caravans and mobile homes. The narrative evidence explains that the proprietor and its franchisees lease vehicles, including motorised caravans and mobile homes, primarily for the holiday trade. This is supported by the rental invoices and by the brochures and promotional materials, which consistently concern the rental and use of motorised caravans and motorhomes. Accordingly, I find that genuine use has been established in relation to the defended services.

CONCLUSION

42. The application for revocation on the grounds of non-use succeeds in part under sections 46(1)(a) and 46(1)(b) of the Act. As the revocation date under 46(1)(a)

is earlier, the registration will be revoked in respect of the following undefended goods and services with effect from 25 September 2023:

Class 12: Vehicles; Vehicles for use on land; Caravans; Touring homes; Motor homes; Trailers for land vehicles; Parts for land vehicles (included in class 12); Sleeping berths for vehicles; Boats; Bicycles; Luggage carriers for vehicles; Fittings for automobiles, in particular tow bars, ski carriers, snow chains, headrests, windscreen wipers.

Class 39: Transport; Rental of boats, garages, vehicle parking and parking spaces; booking and arrangement of tours; Towing; Arranging replacement vehicles; Recovery of vehicles; Escorting of travellers; Travel reservation, in particular reservation relating to campsites and pitches for motorhomes and caravans.

43. Subject to any successful appeal against my decision, the proprietor's mark will remain registered in respect of the following:

Class 39: Rental of vehicles, caravans, mobile homes.

COSTS

44. Both parties have achieved a degree of success, although the applicant has been significantly more successful than the proprietor. The applicant is therefore entitled to a contribution towards its costs. Awards of costs in proceedings commenced on or after 1 February 2023 are governed by Annex A of Tribunal Practice Notice ('TPN') 1 of 2023. Using the TPN as a guide, I award costs to the applicant on the following basis including a 10% reduction on costs to account for the proprietor's partial success:

Official fee:	£200
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Preparing a statement and considering

The other side's statement: £250

Total including 10% reduction: £405

45. I therefore order Rental Alliance GmbH to pay Kilburn & Strode LLP the sum of £405. This sum is to be paid within twenty-one days of the expiry of the appeal period or, if there is an appeal, within twenty-one days of the conclusion of the appeal proceedings.

Dated this 16th day of September 2026

Catrin Williams
For the Registrar