

TRADE MARKS ACT 1994

IN THE MATTER OF UK TRADE MARK REGISTRATION NO. UK00801289123

IN THE NAME OF KERTEN UNLIMITED COMPANY

AND APPLICATION FOR REVOCATION BY MS. CLARA MUNZ UNDER NO.

CA000504933

DECISION

1. This is an appeal by the Proprietor, Kerten Unlimited Company, from a decision of Hearing Officer Leisa Davies dated 27 May 2025 (“the Decision”) concerning non-use. The relevant period for assessing use is 27th March 2017 to 26th March 2022.
2. The mark in question is as follows:



3. The relevant services for the purposes of this appeal are in Class 43 (“Temporary Accommodation and Hotel Services”):

“Temporary accommodation; temporary accommodation reservations; temporary accommodation reservations; temporary accommodation services; temporary accommodation reservations; providing temporary accommodation; rental of temporary accommodation; provision of temporary accommodation; arranging of

temporary accommodation; booking of temporary accommodation; reservation of temporary accommodation”

4. The Hearing Officer revoked the mark in its entirety for non-use. The Appellant does not contest the aspects of the Decision dealing with classes 36, 41 and 44 and the remaining services in class 43.
5. At a hearing before me on 15 September 2025 Guy Tritton appeared for the Appellant/Proprietor and Andrew Norris KC for the Respondent/Applicant. I am grateful to both parties for their careful written and oral submissions.

Standard of Appeal

6. This was not in dispute. The Appellant relied on my summary in *1st Phorm IP Holdings LLC v Peak Performance Production AB* (BL O/067/25) as follows:

[7] In *Iconix* the Supreme Court, in reversing the decision of the Court of Appeal and reinstating the decision of the trial judge, considered at §116 that “*there were not matters such as irrationality, error of principle or of law which justified the Court of Appeal in substituting their own different view of the answer to the multifactorial question facing the judge from that which he had reached*”.

[8] The passage bridging §§49 and 50 of *Lifestyle Equities* summarises the approach to appeals such as the present. I should allow the appeal if there is an identifiable flaw in the judge's treatment of the question to be decided, such as a gap in logic, a lack of consistency, or a failure to take into account some material factor, which undermines the cogency of the conclusion. However, it is not enough to show, without more, that I might have arrived at a different evaluation.

[9] In relation to this last point, Mr Curtis for the Appellant emphasised the observation of Daniel Alexander QC in *TT Education v Pie Corbett Consultancy* [2017] RPC 17 that “in the case of a multifactorial assessment or evaluation, the Appointed Person should show a real reluctance, **but not the very highest degree of reluctance**, to interfere in the absence of a distinct and material error of principle.” I accept that too.

The Decision

7. The Appellant summarised the relevant findings of the Hearing Officer in its skeleton argument and I adopt that summary here. Her analysis of genuine use for the Temporary Accommodation and Hotel Services starts at §68. Given the UK's departure from the EU, it is necessary to consider use in the EU up to 31st December 2020 and in the UK from 1st January 2021.

8. From §69 to §83, the Hearing Officer set out her analysis of the evidence and in summary found at §83:
- (a) Insufficient or no evidence has been produced to demonstrate the extent of use or the amount of sales revenue, turnover or promotional activity undertaken;
 - (b) The Proprietor had not shown that it owns or manages the hotels or residences where customers pay a price for a short stay;
 - (c) It was outside the relevant jurisdictions and insufficient evidence had been produced to show that the Proprietor had targeted the provision of its services towards EU or UK consumers.
 - (d) Consequently, there had not been a “serious attempt” by the Proprietor to create or maintain a market in Temporary Accommodation and Hotel Services.
 - (e) At §84 to §87, the Hearing Officer considered whether the Covid pandemic gave rise to proper reasons for non-use. She held that it did not.

The Law

9. It is worth setting this out as I will return to it under several of the grounds of appeal below. There was no dispute that the principles were accurately summarised by Arnold LJ in *easyGroup Ltd v Nuclei Ltd* [2023] EWCA Civ 1247, cited by the Hearing Officer at §15. The principles set out in [106] of that decision are 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]; *Centrothermat* [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].

The Appeal

10. Mr Tritton for the Appellant advanced no less than 9 grounds of appeal in his skeleton argument. Although this reduced to 7 grounds in his oral presentation, his criticisms of the Hearing Officer were lengthy and detailed. I have considered the written and oral arguments in full but will restrict my reasoning below to what I consider to be the salient points. I deal with them in the order presented to me.

Ground 3

11. Ground 3 was the fullest attack, involving some 6 sub-grounds. It focussed on activities at the Ayla Aqaba hotel in Jordan and amounted to a comprehensive criticism of the Hearing Officer's assessment of the evidence. It was submitted that the Hearing Officer had made "primary mistakes and structural errors". In short, Mr Tritton submitted that one way or another the Hearing Officer should have concluded that there had been genuine use of the mark in relation to the UK by one or more of the activities relating to this hotel, which opened in July 2020.
12. Mr Tritton took me first to the booking page exhibited by Mr O'Shea on behalf of the Proprietor. But this was dated October 2022 and so was outside the relevant period, and Mr O'Shea's evidence did not expressly assert that it was the booking page within that period. In any event, there was no evidence that it was targeted to the UK or that any UK customers booked using it within the relevant period. Mr Tritton sought to rely on the evidence that some 455 UK guests had stayed at the hotel within the relevant period and that there was a picture of the mark outside the hotel (albeit taken after the relevant period), but again there was no evidence that the mark had been used in the UK in relation to the booking or any other relevant aspect of their stay. There were 2 "invoices" exhibited bearing the mark which, although heavily redacted, were for guests with UK addresses. But the status of the "invoices" was unclear. They looked like the sort of bill that is handed to guests as they check out of a hotel. So again this activity would have taken place in Jordan, not in the UK.
13. The Hearing Officer had reviewed the Proprietor's evidence in detail at §§24-51 of the Decision. She commented on its impact for the purposes of establishing genuine use at §§69 onwards. In particular, she observed at §70:
 70. I agree with the Applicant's assessment of the Proprietor's evidence and say at the outset that I found Mr O'Shea's evidence in support of the Proprietor's case to be opaque and confusing, both in the way in which it was presented and what information it purported to contain. The documents relied upon and the explanations given as to what is said to be shown within those documents isn't entirely clear to me. Further when questioned at the hearing as to the deficiencies with the evidence,

Mr Flynn (on the Proprietor's behalf) purported to give evidence to fill in the gaps where the evidence came up short. Suffice to say any evidence advanced orally at the hearing by the Proprietor's representative will not be taken into account.

14. The Hearing Officer went on to identify the deficiencies I have highlighted above and held at §78 and §81:

78. Whilst I accept that some minimal use has been made of the trade mark by third parties in territories outside the UK and EU, the level of that use is not sufficient to show that real commercial exploitation of the mark has been undertaken in the relevant period and in the relevant territory. Furthermore, in order for any provision of services outside the territories to count to support a finding of genuine use, it must be shown that the Proprietor or its licensees have targeted the promotion of the services and the mark towards UK and EU consumers through advertising and promotional activity. Other than one undated screenshot taken from Alya Aqaba's website appearing to be accessed in or about October 2022 and two reservation cards which show that guests made their booking via the Booking.com portal, there is no evidence of any promotional activity or marketing having taken place either in or directed to the UK or EU. A simple printout of a webpage, article or reference to a booking portal which does not show reference to the dates and places where the services are marketed, where such material was used, or the number of consumers visiting the website, is insufficient.

...

81. The evidence before me is markedly different to that which was produced in the *Standard* case. In particular the invoices addressed to customers resident in the EU are dated after December 2020 and therefore are not relevant because they do not show use in the EU in the period claimed. Only two invoices are produced addressed to customers resident in Great Britain. Whilst Mr O'Shea states that they were 'samples' the other evidence is too vague and ambiguous to enable me to draw any positive conclusions in the Proprietor's favour from these invoices that they are indicative of the use overall. The same can be said for the guests location list. By themselves this evidence is insufficient to show genuine use of the trade mark. I also accept the criticisms raised by the Applicant as to the reliability of the Proprietor's evidence. Consequently, when taking the evidence in its entirety, I do not find that it has discharged the burden of establishing use in the territory or where the provision of the services were outside the territory that it had targeted those consumers through advertising or promotion.

15. In my judgment the Hearing Officer was fully entitled to reach these conclusions and there is no basis for me to interfere with them. In short, there was nothing in any of the material relied upon which established use of the mark in relation to the relevant

services within the relevant period and in the UK. The Hearing Officer was entitled to reject this evidence as supporting a finding of genuine use.

Ground 7

16. This ground focussed on a passage in §83 of the Decision where the Hearing Officer stated “*Insufficient or no evidence has been produced to demonstrate the extent of use or the amount of sales revenue, turnover or promotional activity undertaken. It has not been shown that the Proprietor owns or manages the hotels or residences where customers pay a price for a short stay.*”
17. It was said that this was a serious error because the Hearing Officer failed to consider the “travel agency” services, for which purposes it was unnecessary for the Proprietor to own the hotels.
18. There is nothing in this point. The question of ownership of the hotels was just one of the factors the Hearing Officer took into account. Further, in the very next sentence of §83 the Hearing Officer went on to say (emphasis added) “**Further in case I am wrong if any use has been shown, it is outside the relevant jurisdictions and insufficient evidence has been produced to show that it has targeted the provision of its services towards EU or UK consumers.**” So the question of ownership of the hotels was irrelevant because any use was the wrong type of use. The Hearing Officer then concluded that there has been no serious attempt by the Proprietor to create or maintain a market under the trade mark for any of its services, including the travel agency services relied on by the Proprietor. Moreover §§74-77 deal expressly with the attempted reliance by the Proprietor on the booking processes which are encompassed by the travel agency services. The Hearing Officer plainly took account of these aspects of the Proprietor’s case.

Ground 1

19. Ground 1 focussed on the effect of the pandemic. The Appellant did not challenge the Hearing Officer’s finding that the pandemic did not provide proper reasons for non-use, which the Hearing Officer reached at §§84-87 of the Decision. However, somewhat curiously, the Appellant sought to say that although the Hearing Officer was correct to find that there were no proper reasons for non-use, she nevertheless erred by not taking into account the effects of the pandemic as part of genuine use.
20. In support of this the Appellant relied on findings in case O/1108/23 HUMAN RACE where the hearing officer at §88 took into account a significant drop-off in sales of clothing during the pandemic as due to the difficult commercial conditions during

that period. He went on to conclude that although the use was small-scale, it was not trivial or token and amounted to genuine use.

21. The facts of HUMAN RACE are quite different to the facts of the present case. In the present case the Hearing Officer found that there was no relevant use during the 5 year period, not that there was use but it was too small to count as genuine use (which is in any event difficult to square with the no *de minimis* rule – see §106(7) of *EasyGroup* quoted above).
22. It is right that licences were apparently terminated during the pandemic, but the existence of the licences is either enough on its own (see Grounds 4-6 below), or can only assist the Appellant if there was relevant activity as a result of the licences, as to which there was no evidence.
23. So I do not find that there is any basis to say that the Hearing Officer fell into error under Ground 1. She assessed the evidence before her, including the evidence of terminations, and came to a subsequent decision. I do not consider that the fact of the pandemic could have made any difference to the overall outcome of her decision (given that there is no challenge to there being no proper reasons for non-use).

Ground 2

24. Under Ground 2 the Appellant criticised the Hearing Officer for not taking account of evidence about what happened after the relevant period, in alleged contravention of §§31 & 33 of *La Mer* Case 259/02 [2004] ETMR 47.
25. It is right that *La Mer* does not preclude the relevant tribunal from taking into account circumstances subsequent to the relevant period. However, as the second ruling of the CJEU in that case states (emphasis added):
 2. While First Directive 89/104 makes the classification of use of the trade mark as genuine use consequential only on consideration of the circumstances which pertain in respect of the relevant period and which predate the filing of the application for revocation, it does not preclude, in assessing the genuineness of use during the relevant period, account being taken, where appropriate, of any circumstances subsequent to that filing. **It is for the national court to determine whether such circumstances confirm that the use of the mark during the relevant period was genuine** or whether, conversely, they reflect an intention on the part of the proprietor to defeat that claim.

26. So although the consideration of such material is allowed, in the end it is up to the national tribunal to determine whether that material makes any difference to the overall assessment.
27. In the present case the Hearing Officer took account of the evidence post the relevant period, but found that it did not assist in establishing what had gone on in the relevant period. This was partly as a result of the unsatisfactory way in which the evidence had been presented, and also because it was not said in the evidence, although it could have been, that the activities post the relevant period were the same as those during it.
28. For this reason I do not accept that the Hearing Officer fell into error under this ground either. Whilst it is right that the evidence suggested that there were as many UK guests at the Ayla Aqaba hotel in Jordan in the 6 months following the relevant period as there were in the last year of the relevant period, thereby supporting an increased trajectory overall, that does not establish that any of them (whether before or after the relevant period) booked in the UK using a website directed towards the UK which was branded with the mark.

Grounds 4, 5 & 6

29. These grounds turned on the Hearing Officer's approach to the licensing activities of the Proprietor. This was the most difficult issue I had to decide.
30. The issue arises as follows. The Proprietor entered into two licence agreements in relation to properties in Italy (Enrica Rocca) and Ireland (Island Heights) in 2018 and 2019 respectively. Excerpts from the licences were exhibited to Mr O'Shea's evidence, but they were very heavily redacted. Based on what was exhibited, the licences were both in materially the same form. Some of the terms that were discernible included a licence to use the Cloud 7 brand for a redacted licence fee. Goodwill was to accrue to the Licensor. There was a provision stating that the licensee property would not be referenced on the Licensor's website and that booking through the Cloud 7 platform would only take place after an upgrade of the property and a new IT system and booking engine had been installed.
31. The Hearing Officer rejected reliance on these licences in §§72-73 of the Decision. This was for a number of reasons. First it was said that the Proprietor's representative at the hearing had conceded that the licensees were affiliates or family members of Mr O'Shea. She held that as a result, these transactions were not at arms length. She went on to hold that even if the licences were arms length, they amounted to no more than licensing activities and were not supported by

evidence showing use of the trade mark being undertaken by the licensees. She concluded:

The mere existence of a License is insufficient in itself without showing how the trade mark was being put to use. The purpose of a licensing agreement is to show that genuine use of a contested mark in commerce by a third party can be attributed to the owner of the contested mark. There is little evidence to show how the licensees have used the mark. What has been produced is limited and mostly undated or dated outside the relevant period. The Licensing agreements merely affirm consent to use and not actual use.

32. Mr Tritton challenged these findings in a number of ways. Under ground 6 he pointed out by reference to the transcript of the hearing that Mr Flynn for the Proprietor had not conceded that Enrica Rocca or Island Heights were owned or run by affiliates of Mr O'Shea. This appears to be correct and Mr Norris did not make any real attempt to defend this finding. So I will proceed on the basis that the licences were arms length.
33. More fundamentally, Mr Tritton submitted that merely entering into the licences amounted to commercial use of the mark by the Proprietor which was sufficient to overcome the non-use allegation. He referred me to §106(7) of *EasyGroup*, and the low threshold which includes "*minimal 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.*"
34. He also referred me to the *Bristol Fighter* decision, O/790/21, of Allan James. In that decision the Hearing Officer held that activities to make a prototype car and market the same to obtain orders amounted to genuine use, even if no orders were ever placed. He held that the evidence in that case showed that there was "*a genuine and serious attempt to create a market under the marks. It was not just an attempt to preserve the trade mark registrations, or to maintain interest in the brand in support of tentative plans for a new product to be marketed at some unknown point in the future.*"
35. As I say, I have not found this issue easy to determine. I do not rule out that in some circumstances to establish genuine use it may be sufficient for a proprietor to enter into a licence with a third party. But that will depend on the precise terms of the licence and the obligations of the licensee under it. In the present case, as the Hearing Officer recorded, there was no evidence about any activities carried out in furtherance of the licence terms. Moreover, the parts of the licence which were disclosed showed that further steps needed to be taken to e.g. upgrade the property

or adopt new IT to allow the licensee to start booking on the Cloud 7 platform, and there was no evidence that these steps had ever taken place. So it was not the case that the licences evidenced something that was about to be done or for which there was any evidence that preparative steps actually took place. Further, unlike the *Bristol Fighter* case, the absence of evidence surrounding the licences made it impossible to conclude that they amounted to a serious attempt to create a market or more than “tentative plans for a new product to be marketed at some unknown point in the future”.

36. Mr Tritton was correct that entering into these arms-length transactions amounted to an attempt at commercialisation. But in my judgment establishing genuine use requires more than that – there needs to be actual use of the mark for the relevant services. Merely giving permission for someone else to use the mark for the services, if there is no evidence that any such use took place, cannot amount to a substitute for genuine use on the part of the proprietor. After all, the other requirements as summarised in §106 of *EasyGroup* include (emphasis added):

(1) **...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].

...

(3) **...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]. ...

(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].

...

(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].

37. Accordingly, I am not prepared to interfere with the conclusions of the Hearing Officer in §73. The licences are evidence of some attempt at commercial exploitation of the mark, but as there is no evidence that anything came of them to create or preserve an outlet for the services amounting to actual use and/or real commercial exploitation of the mark, I reject the suggestion that the Hearing Officer fell into error. Were it otherwise, any proprietor could avoid the non-use provisions by merely entering into a licence which did not result in any real commercial exploitation. Although there is no *de minimis* standard for genuine use, all the relevant facts and circumstances need to be taken into account, which is what the Hearing Officer did.

Ground 8

38. Finally, I turn to ground 8, which sought to criticise the Hearing Officer for not placing weight on various magazine articles allegedly written to promote the use of the mark for the services within the UK.

39. The Hearing Officer commented on these articles at §47 of the Decision. She reviewed exhibit KU28 which contained a selection of them. Her footnote 35 stated as follows: *Many of the articles/extracts produced in evidence are undated and do not show the source of the extract. The only reference to their sources is a front sheet index of links at the beginning of the exhibit referring to a list of articles not all of which are produced. It is unclear who produced this index.*

40. I was taken to number of the articles which were alleged to be referred to in the index, such as an extract said to be from the Mayfair Times in August 2019 and another said to be from article from CEO Today from April 2020. It is right that these articles mention Cloud 7 as a hotel brand. But their provenance is completely unclear for the reasons given by the Hearing Officer. And there is no evidence of how they were circulated or to whom.

41. In my judgment they alone could not establish genuine use of the mark for the relevant services within the territory. As the Hearing Officer found in §78 and §83:

A simple printout of a webpage, article or reference to a booking portal which does not show reference to the dates and places where the services are marketed, where such material was used, or the number of consumers visiting the website, is insufficient.

...

Insufficient or no evidence has been produced to demonstrate the extent of use or the amount of sales revenue, turnover or promotional activity undertaken.

42. I agree and I reject ground 8 also.

Ground 9

43. In the end the Mr Tritton did not press ground 9, that the Hearing Officer failed to stand back and take account of the evidence as a whole. I think he was right not to do so, as the failure to succeed on the other grounds could not be overcome by a general plea. This does, however, highlight the fact that in the present case the problem for the Proprietor was not necessarily that there had been no use of the mark whatsoever, but instead that the evidence of such use in relation to the services within the relevant period and relevant territories was simply not made out in the evidence. The importance for parties of taking care to gather focussed and relevant material and explain it in evidence in non-use/proof of use proceedings before the Registry should not be underestimated. The tribunal cannot be expected to draw inferences or to fill in the gaps resulting from deficiencies in the material put forward by a party.

44. For all these reasons the appeal fails and the mark should be revoked for non-use in its entirety.

Costs

45. It was agreed that costs should follow the event on the scale.

46. The Hearing Officer awarded the Respondent £3900 below based on TPN 2/2016. Using the same scale, I add £300 for considering the grounds of appeal and £1200 for preparing for and attending the 3 hour hearing before me, which involved multiple grounds of appeal.

47. Therefore a total of £5400 should be paid by the Appellant/Proprietor by 4pm on 9 October 2025.

Thomas Mitcheson KC
The Appointed Person
17 September 2025