

O/1155/24

TRADE MARKS ACT 1994

CONSOLIDATED PROCEEDINGS

IN THE MATTER OF APPLICATION NO.

UK00003612217

TO REGISTER THE TRADE MARK:



IN CLASS 29

AND IN THE MATTER OF APPLICATION NO.

UK00003612205

TO REGISTER THE TRADE MARK:



IN CLASS 29

BY GRUPO SADA, P.A., S.A.

AND THE OPPOSITIONS THERETO UNDER NOS.

OP000426201 AND OP000426202

BY BRF SINGAPORE FOODS PTE LTD

Background and pleadings

1. GRUPO SADA, P.A., S.A. (“the applicant”) applied to register the trade marks shown below, No. UK00003612217 (“the 217 mark”) and No. UK00003612205 (“the 205 mark”), on 18 March 2021 and both were accepted and published in the Trade Marks Journal on 14 May 2021.

The 217 mark:



For the following goods:

- Class 29 Meat, fish, poultry and game; meat extracts; preserved, frozen, dried and cooked fruits and vegetables; jellies, jams, compotes; eggs; milk, cheese, butter, yogurt and other milk products; oils and fats for food; chicken; chicken wings; chicken meatballs; frozen appetizers consisting primarily of chicken; chicken balls; chicken broth; chicken croquettes; chicken salad; cured dried chicken; frozen meals consisting primarily of chicken; ready cooked meals consisting primarily of chicken; prepared meals containing (principally) chicken; chicken burgers; chicken fillets; chicken gizzards; chicken mousse; chicken legs; chicken nuggets; chicken sausages.

The 202 mark:



For the following goods:

Class 29 Meat, fish, poultry and game; meat extracts; preserved, frozen, dried and cooked fruits and vegetables; jellies, jams, compotes; eggs; milk, cheese, butter, yoghurt and other milk products; oils and fats for food.

2. BRF Singapore Foods Pte Ltd (“the opponent”) opposes the above trade marks having filed notices of opposition, Form TM7s, dated 16 August 2021, on the basis of section 5(2)(b) of the Trade Marks Act 1994 (“the Act”). The opponent relies upon the trade mark shown below, No. UK00913336359,¹ filed on 7 October 2014 and registered on 18 February 2015.



¹ The mark is a “comparable” mark whereby a party who would have relied on a registered EUTM is, instead, able to rely on the comparable UK mark deriving from such rights. UK comparable marks were created automatically on IP Completion Day, with the naming convention for comparable marks derived from EUTMs being that the number is the last 8 digits of the EUTM prefixed with UK009. See Tribunal Practice Notice 2 of 2020 for further information.

3. In its notices of opposition, the opponent relies upon the following of its goods:

Class 29 Meat, poultry and game; meat extracts; prepared meals, snacks.

4. The opponent argues that the respective goods are identical or similar and that the marks are similar.
5. The applicant filed Form TM8s and counterstatements denying the opponent's claims in respect of the similarity of the marks and putting the opponent to proof of use. The applicant stated that "the similarity or identity of the goods is denied until such time as the existence of the necessary use is proven."
6. The two oppositions were consolidated on 6 April 2023.
7. The opponent filed written submissions in lieu of a hearing, whereas the applicant did not.
8. The opponent filed evidence of use in respect of its mark.
9. The opponent is represented by Hoffmann Eitle PartmbB and the applicant is represented by Murgitroyd & Company.

Evidence

10. The opponent filed a witness statement from Andre Moraes Taffarello, Director of the opponent, signed and dated 1 November 2023.
11. Along with the witness statement, there are five exhibits, Exhibit ACGF1 to ACGF5.

DECISION

12. 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.

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

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

(a)...

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

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

14. Given its filing date, the trade mark upon which the opponent relies qualifies as an earlier trade mark for the purposes of section 6 of the Act.

Proof of use

15. The opponent's mark had been registered for more than five years at the filing date of the application and therefore the proof of use provisions apply.

16. The proof of use provisions are set out in section 6A of the Act, the relevant parts of which state:

“(1) This section applies where

(a) an application for registration of a trade mark has been published,

(b) there is an earlier trade mark of a kind falling within section 6(1)(a), (b) or (ba) in relation to which the conditions set out in section 5(1), (2) or (3) obtain, and

(c) the registration procedure for the earlier trade mark was completed before the start of the relevant period.

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

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

(3) The use conditions are met if-

(a) within the relevant period the earlier trade mark has been put to genuine use in the United Kingdom by the proprietor or with his consent in relation to the goods or services for which it is registered, or

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

(4) For these purposes-

(a) use of a trade mark includes use in a form (the “variant form”) differing in elements which do not alter the distinctive character of the mark in the form in which it was registered (regardless of whether or not the trade mark in the variant form is also registered in the name of the proprietor), and

(b) use in the United Kingdom includes affixing the trade mark to goods or to the packaging of goods in the United Kingdom solely for export purposes.

[(5) Repealed]

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

...”

17. Section 100 of the Act is also relevant, which reads:

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

18. Pursuant to section 6A of the Act, the relevant period for assessing whether there has been genuine use of the opponent’s mark is the five-year period ending with applicant’s filing date i.e. 19 March 2016 to 18 March 2021.

19. It should be noted that as the opponent’s mark is a comparable mark Tribunal Practice Notice 2 of 2020 applies in that: “Where all or part of the relevant five-year period for genuine use under sections 6A, 46(1)(a) or (b), or 47 falls before IP Completion Day, evidence of use of the corresponding EUTM in the EU in that part of the relevant period before IP Completion Day will be taken into account in determining whether there has been genuine use of the comparable trade mark. For that part of the relevant period, for the purposes of the genuine use assessment, the UK will be taken to include the EU.”

20. Consequently, I can take account of evidence of use in the EU up to and including IP Completion Day (31 December 2020).

21. 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 Bunderversvereinigung 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].”

22. In *Awareness Limited v Plymouth City Council*, Case BL O/236/13, Mr Daniel Alexander QC (as he then was) as the Appointed Person stated that:

“22. The burden lies on the registered proprietor to prove use. [...] However, it is not strictly necessary to exhibit any particular kind of documentation, but if it is likely that such material would exist and little or none is provided, a tribunal will be justified in rejecting the evidence as insufficiently solid. That is all the more so since the nature and extent of use is likely to be particularly well known to the proprietor itself. A tribunal is entitled to be sceptical of a case of use if, notwithstanding the ease with which it could have been convincingly demonstrated, the material actually provided is inconclusive. By the time the tribunal (which in many cases will be the Hearing Officer in the first instance) comes to take its final decision, the evidence must be sufficiently solid and specific to enable the evaluation of the scope of protection to which the proprietor is legitimately entitled to be properly and fairly undertaken, having regard to the interests of the proprietor, the opponent and, it should be said, the public.”

23. 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) as the Appointed Person stated that:

“21. The assessment of a witness statement for probative value necessarily focuses upon its sufficiency for the purpose of satisfying the decision taker with regard to whatever it is that falls to be determined, on the balance of probabilities, in the particular context of the case at hand. As Mann J. observed in *Matsushita Electric Industrial Co. v. Comptroller-General of Patents* [2008] EWHC 2071 (Pat); [2008] R.P.C. 35: ‘[24] As I have said, the

act of being satisfied is a matter of judgment. Forming a judgment requires the weighing of evidence and other factors. The evidence required in any particular case where satisfaction is required depends on the nature of the inquiry and the nature and purpose of the decision which is to be made. For example, where a tribunal has to be satisfied as to the age of a person, it may sometimes be sufficient for that person to assert in a form or otherwise what his or her age is, or what their date of birth is; in others, more formal proof in the form of, for example, a birth certificate will be required. It all depends who is asking the question, why they are asking the question, and what is going to be done with the answer when it is given. There can be no universal rule as to what level of evidence has to be provided in order to satisfy a decision-making body about that of which that body has to be satisfied.'

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."

24. 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 mark.

25. I also bear in mind the Court of Appeal's decision in *Laboratoire de la Mer Trade Mark* [2006] FSR5, where Neuberger LJ (as he then was) stated that:

"48. I turn to the suggestion, which appears to have found favour with the judge, that in order to be "genuine", the use of the mark has to be such as to be communicated to the ultimate consumers of the goods to which it

is used. Although it has some attraction, I can see no warrant for such a requirement, whether in the words of the directive, the jurisprudence of the European Court, or in principle. Of course, the more limited the use of the mark in terms of the person or persons to whom it is communicated, the more doubtful any tribunal may be as to whether the use is genuine as opposed to token. However, once the mark is communicated to a third party in such a way as can be said to be “consistent with the essential function of a trademark” as explained in [36] and [37] of the judgment in *Ansul*, it appears to me that genuine use for the purpose of the directive will be established.

49. A wholesale purchaser of goods bearing a particular trademark will, at least on the face of it, be relying upon the mark as a badge of origin just as much as a consumer who purchases such goods from a wholesaler. The fact that the wholesaler may be attracted by the mark because he believes that the consumer will be attracted by the mark does not call into question the fact that the mark is performing its essential function as between the producer and the wholesaler.”

Evidence of use

26. An assessment of genuine use is a global assessment, which includes looking at the evidential picture as a whole, not whether each individual piece of evidence shows use by itself.²

27. In his witness statement, Mr Taffarello says that the opponent’s mark has been in use by the opponent (and its associated companies with its permission) since at least the year 2000 and that “the mark has been used continuously in the UK and the EU since then and continues to be used in the UK and EU.”

² *New Yorker SHK Jeans GmbH & Co KG v OHIM*, T-415/09

28. Mr Taffarello further states that sales of the opponent's products under the mark have been achieved throughout the relevant five-year period, including sales in the EU up to IP Completion Day, 31 December 2020, and that there has been advertising of its products during this period.

29. The only pieces of evidence that corroborate what is set out in the witness statement are the commercial invoices filed as Exhibits ACGF1 to ACGF5. This means that there is no corroborating evidence as to any marketing activity having taken place. For example, there are no website pages aimed at the relevant consumers, nor has there been any information supplied as to marketing expenditure.

30. The evidence is also deficient in that no figures have been put forward in relation to total revenue and hence there is no breakdown of sales by product. Furthermore, no data is quoted as to market share.

31. Turning to the commercial invoices, there are five of these, together with supporting documentation in respect of bills of lading and veterinary certification.

32. I have summarised the invoices in the table below.

No	Date	Goods	Port of arrival	Buyer	Units	Amount	£
1	9/2/2018	Turkey	London	BRF, Vienna	40	231,420 BRL	30,709
2	10/3/2018	Turkey	Belfast	BRF, Vienna	40	228,684 BRL	30,346
3	19/2/2018	Turkey	Genoa	Filortrade, Cremona	42	76,356 EUR	63,986
4	31/1/2018	Chicken	Bremen	LDZ, Lohne	36	64,350 EUR	53,925
5	23/2/2018	Chicken	Rotterdam	Zandbergen Brothers, Zoeterwoude	39	76,557 EUR	64,155
						Total	243,121

33. I consider all the invoices in question to be valid to the extent that all the buyer addresses are EU ones, and all the transactions took place prior to IP Completion Day. However, two of the invoices relate to transactions within

the BRF group of companies, of which the opponent is a member. In respect of the other three invoices, it is a reasonable assumption, given that the goods were landed at EU ports, that these purchases of meat were ultimately consumed within the EU during the relevant period. While we do not know whether the goods, which were sold under the opponent's mark to meat wholesalers, were retailed to members of the public under that mark, the *Laboratoire* case tells us that a trade mark can still be said to be performing its essential function when transactions take place between producers and wholesalers.

34. What is also apparent from the five invoices is that they all date from 2018. In fact, they all date from the first quarter of 2018. Therefore, notwithstanding that the three invoices which concern transactions outside of the BRF group of companies total the equivalent of £182,066 (being originally denominated in euros), there is no corroborating evidence of any other sales of the relevant goods under the mark during the relevant period i.e. there are no documented sales in 2016, 2017, the other three quarters of 2018, 2019, 2020, and 2021.

Use of the mark at issue

35. Mr Taffarello states that, "Although the commercial invoices of Exhibits ACGF 1-5 show the word "SADIA" rather than the registered "Sadia" logo, this is used to identify the brand in the description of goods section of the invoices and the goods themselves bear the logo "Sadia" as registered."
36. No corroborating evidence has been supplied to show that the opponent's mark appears as registered on the opponent's goods. However, I can confirm that the word "SADIA" appears in the "Description of Goods" fields in the invoices that have been filed by the opponent, as per the extract below from the fifth invoice.



BRF Holland B.V.

HEAD OFFICE: Hugo de Grootlaan 37 5223 LB 's-Hertogenbosch HOLLAND
VAT N° : NL810794639B01 Registered in 's-Hertogenbosch nr. 17146358

ORIGINAL

Sadia

COMMERCIAL INVOICE

Exhibit ACGF5
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Buyer MEAT IMPORT ZANDBERGEN BROTHERS BV - - INDUSTRIEWEG 66 - 2582 NW ZOETERWOUDE - - - NETHERLANDS - PI: 0031-715813000 - - - EORI NL003907260.01		Invoice Nr.: 0601955E18 - A Date: FEB / 23 / 2018 MAERSK LINS Shipped on: FEB / 23 / 2018
Terms Of Payment: Payment against fax of documents	From: ITAJAI SC BRASIL	
Terms Of Delivery: CFR ROTTERDAM / NETHERLANDS	To: ROTTERDAM / NETHERLANDS -	
Marks:	Kind Of Packages: CARTONS	

BRF Holland B.V. ("BRF") is solely responsible for all agreements between BRF and its customers. No (representative of any) other company shall have the right to act as its representative, unless provided with a written power of attorney signed on behalf of BRF. All offers and purchase orders of BRF are subject to and governed by the BRF's companies Terms and Conditions for the Purchase of Goods. The text of these conditions is printed overleaf.
BRF Holland B.V. has its business address at Hugo de Grootlaan 37 5223 LB 's-Hertogenbosch HOLLAND and is registered with the VAT N° : NL810794639B01 Registered in 's-Hertogenbosch nr. 17146358.

Merchandise:

Quantity	Net Weight M/T	Description Of Goods	Unit Price	Total Price
39	25.350000	FROZEN SALTED CHICKEN HALF BREAST BONELESS SKINLESS 140G/PI/PACK 10KG SADIA BRAND CARTON 650KG-387112	3.020.000	76.557,00

37. As can also be seen from the above extract, the invoices also feature the stylised text from the opponent's mark in the top right-hand corner, but do not show the figurative element – the top-right-to-bottom-left "flash" (I reproduce the opponent's mark below for ease of reference).



38. The opponent has used the mark in two ways. First, as the plain text block capitals variant of the stylised text from the mark as registered: it is well established that rendering stylised text in a standard typeface constitutes acceptable variant use. Second, by exactly reproducing the textual element of the mark as registered. But both uses involve leaving out the figurative element.

39. I am mindful of *Lactalis McLelland Limited v Arla Foods AMBA*, BL O/265/22, in which 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.”

40. In this case, I consider the figurative element of the opponent’s mark to be relatively unremarkable and the word to be the more distinctive element of the mark. Consequently, I do not consider the absence of the figurative element to alter the distinctive character of the mark. As such, I consider the forms in which the opponent’s mark has been used to be acceptable variant use.

Sufficient use

41. I remind myself that, as per section 100 of the Act and the *Awareness Limited* case, the burden lies on the opponent to prove use.

42. The opponent has filed no evidence to corroborate its statement that its mark has been in use throughout the relevant period other than five invoices which date from the first quarter of 2018, of which only three relate to transactions outside the BRF group of companies.
43. The opponent says that it has advertised its products under the mark during the relevant period, but, again, there is no corroborating evidence.
44. Furthermore, the opponent has provided no turnover figures, no breakdown of sales, no information as to marketing expenditure, and no data in respect of market share.
45. I have looked at the evidential picture as a whole. While the evidence that dates from the first quarter of 2018 could be said to mark the beginnings of an attempt to create a market for the opponent's turkey and chicken goods, it has not been proven that such a market was established and then preserved. It should have been open to, and entirely possible for, the opponent to supply more invoices for the relevant period, but its bald assertion that its goods continued to be sold under the mark during the relevant period has not been supported by any evidence. I find that the material provided is inconclusive and wholly insufficient to demonstrate genuine use within the relevant period and therefore the opponent has not shown genuine use of its mark for any of the goods that it is reliant upon.
46. Even if I am wrong to find that the opponent has not found genuine use, the respective marks have such little similarity that even assuming genuine use for all goods relied upon and even for identical goods, I consider there to be no likelihood of confusion.
47. On that basis, the opposition cases under section 5(2)(b) of the Act fail.

CONCLUSION

48. Subject to appeal, the oppositions having failed, the applications – UK00003612217 and UK00003612205 – proceed to registration in their entirety.

COSTS

49. The applicant has been wholly successful. In line with Annex A of Tribunal Practice Notice 2 of 2016, I award costs to the applicant as below.

Preparing statements

and considering the other side's statements: £400

Considering the other side's evidence: £500

Total: £900

50. I order BRF Singapore Foods Pte Ltd to pay GRUPO SADA, P.A., S.A. the sum of £900. This sum is to 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 3rd day of December 2024

JOHN WILLIAMS

For the Registrar