

DISPUTE RESOLUTION SERVICE

D00013614

Decision of Independent Expert

Post Office Limited

and

Mr John Wyllie

1. The Parties:

Lead Complainant: Post Office Limited
148 Old Street
London
EC1V 9HQ
United Kingdom

Respondent: Mr John Wyllie
2 F.1 Greenlaw Avenue
Paisley
PA1 3RB
United Kingdom

2. The Domain Name(s):

postofficeenergy.co.uk
postofficeholidays.co.uk
postofficeholidays.org.uk

3. Procedural History:

I can confirm that I am independent of each of the parties. To the best of my knowledge and belief, there are no facts or circumstances, past or present, or that could arise in the foreseeable future, that need be disclosed as they might be of a such a nature as to call in to question my independence in the eyes of one or both of the parties.

11 December 2013 15:17 Dispute received
11 December 2013 15:36 Complaint validated
18 December 2013 11:42 Notification of complaint sent to parties
09 January 2014 01:30 Response reminder sent
22 January 2014 01:30 Response reminder sent
24 January 2014 11:57 Response received
24 January 2014 11:57 Notification of response sent to parties
29 January 2014 01:30 Reply reminder sent
03 February 2014 08:37 Reply received
03 February 2014 08:37 Notification of reply sent to parties
03 February 2014 08:39 Mediator appointed
06 February 2014 09:57 Mediation started
24 February 2014 11:11 Mediation failed
24 February 2014 11:12 Close of mediation documents sent
06 March 2014 01:30 Complainant full fee reminder sent
07 March 2014 10:19 Expert decision payment received

4. Factual Background

The POST OFFICE name has been used by the Complainant and its predecessors in title since the reign of Charles 1, who in 1635 opened up his private mail service to the general public and called it the General Post Office. The General Post Office which became known as The Post Office Corporation in 1969, was a national institution, holding the monopoly in communication services for approximately 350 years.

Post Office branches were initially established for the acceptance of mail but as they increased the services which they offered to include the payment of pensions and other financial transactions the network nearly trebled in size in the 20 years either side of 1900, to nearly 25,000 branches.

In or about 1986, The Post Office Corporation commenced a reorganisation which created two separate market-facing businesses: Royal Mail Group plc (“Royal Mail”) which operated Royal Mail Letters and Royal Mail Parcels (later to become Parcelforce Worldwide); and the Complainant which was incorporated in 1987 under the name Post Office Counters Limited. The Complainant changed its name to Post Office Limited on 1 October 2001.

The Complainant claims rights in the POST OFFICE name and mark through use by itself and its predecessors in title for almost 400 years and its ownership of United Kingdom registered trade marks and Community Trade Marks including:

UK registered trade mark POST OFFICE, registration number 2278732A, registered on 14, February 2003;

UK registered trade mark THE POST OFFICE, registration number, 2180166 registered on 4 August 2000;

UK registered trade mark POST OFFICE registration number 1559803, registered

on 2 December 1994;

UK registered trade mark POST OFFICE, registration number 176797, registered on 7 September 2001;

UK registered trade mark POST OFFICE, registration number 2469778, registered on 5 December 2008.

The Complainant is also the registered proprietor of a large portfolio of Internet domain names incorporating the words POST OFFICE including post-office.co.uk; post-office.me.uk; post-office.org.uk; postoffice.co.uk; postoffice.me.uk; postoffice.org.uk; postofficeholiday.co.uk; postofficetravel.co.uk; the-post-office.co.uk; the-postoffice.co.uk; thepost-office.co.uk; thepostoffice.co.uk; thepostoffice.me.uk; thepostoffice.org.uk.

The Complainant's network now comprises approximately 11,700 branches nationwide, receives several million customer visits per week and supplies over 170 products and services. Around 369 offices in the network are currently managed directly by the Complainant (sometimes known as Crown Offices). The majority of other branches are either run on a franchise basis or by local SubPostmaster operators, and are often known as "Sub Post Offices". Many SubPostmasters are members of the National Federation of SubPostmasters ("NFSP").

In early 2012, the Respondent, who is a director of Wholesale Retail Partnership Limited ("WRP"), approached the Complainant with a business proposal to introduce kiosk-based retail sales of holidays through the Complainant's network of post offices.

While the Parties agree on most of the factual background, the facts surrounding the initial approach by the Respondent and the extent of the Complainant's engagement in the ensuing negotiations are disputed. The Complainant states that at that time it declined to enter into any commercial relationship with the Respondent but informed the Respondent that he was welcome to contact the National Federation of SubPostmasters regarding the service. The Respondent's position is that the Complainant was represented in the negotiations and was aware of the details of his proposals, in particular his plan to register the disputed domain names.

It is agreed between the Parties however that between 6 October 2011 and 13 March 2012 the Respondent presented his business proposal to the Complainant to introduce kiosk-based retail sales of holidays through the Complainant's network of post offices.

During that period, the Respondent engaged in conversations and meetings with the Respondent and others including senior representatives of Royal Mail and the NFSP. The Complainant accepts that it was involved in some discussions but states that without further particulars from the Respondent, the Complainant cannot confirm whether it was represented at or party to all of the discussion and meetings to which the Respondent refers. The Complainant further asserts that it declined to become involved in the project but referred the Respondent to the NFSP.

The Respondent claims that he made the Complainant aware of his plans regarding branding and use of Internet domain names at that time and no objection was made to his proposal to purchase them. This is denied by the Complainant which asserts that he has not provided any evidence of such proposals to its representatives.

On 13 March 2012, the Respondent purchased a number of Internet domain names including the <postofficeholidays.org.uk> and <postofficeholidays.co.uk>. The Respondent asserts that the domain names were registered by him “with the blessing of Royal Mail”. The Complainant disputes that the Respondent acted “with the blessing of Royal Mail”.

The Respondent has asserted, but has not provided any formal evidence, that on 17 October 2012 a “tripartite deal” was agreed between the Respondent’s company WRP, a third party Minoan Group plc (“Minoan”) and the NFSP which gave Minoan permission to install a number of “computerised travel agency kiosks” across the sub post office network. The project would initially be rolled out to 50 sub Post Offices.

The Complainant does not deny this and accepts that an agreement was announced to the national press at that time. The Complainant did not object to the installation of the kiosks *per se*. However the Complainant asserts that it was not a party to any such agreement and therefore no licence to use the Complainant’s branding was, or could have been, granted to the Respondent under the agreement.

On 19 October 2012, the Complainant’s solicitors began correspondence with Minoan to express the Complainant’s concerns in relation to the branding of the kiosks. The Complainant was at that time concerned to ensure that the branding of the kiosks and the services offered did not imply any arrangement with or endorsement by the POST OFFICE brand. As a result of discussions with the Complainant’s solicitors, a number of changes were made to the branding and look and feel of the Minoan proposition and the issue was resolved with no formal proceedings.

On 8 November 2012 the Complainant purchased the domain name <postofficeholiday.co.uk> and several other Internet domain names. The Respondent submits that this demonstrates that he purchased the disputed domain names first and in good faith after the contracts between his company WRP, Minoan and NFSP were concluded and announced on the stock exchange. The Complainant however disputes the relevance of the date of its registration of the <postofficeholiday.co.uk> domain name.

On 8 March 2013, the Head of Insurance and Travel for the Complainant wrote to the Respondent requesting the transfer of the <postofficeholidays.org.uk> and <postofficeholidays.co.uk> domain names, claiming that the Complainant had not granted the Respondent any right to use its trade marks or the name POST OFFICE, and asserting that neither the NFSP nor its licensees had any right to license others to use the Complainant’s marks.

In the following months there was an exchange of correspondence, the content of which is not disputed by the parties. On 13 March 2013, the Respondent set out a number of options which involved either the Complainant purchasing or renting the disputed domain names <postofficeholidays.co.uk> and <postofficeholidays.org.uk> from the Respondent at a price “based upon market accepted valuation bases after consideration of the specific circumstances”. The Respondent valued the two domain names at approximately “£400,000 per domain name”.

On 5 April 2013, the Complainant’s solicitors wrote to the Respondent, reiterating its claim to ownership of the goodwill in the POST OFFICE mark, expressing concerns that the Respondent had registered the <postofficeholidays.co.uk> and <postofficeholidays.org.uk> domain names primarily for the purpose of selling or renting them to the Complainant and offering to pay the Respondent’s out-of-pocket expenses in transferring the domain names. The Complainant’s solicitors letter stated that the Respondent’s position was unconscionable because virtually the entirety of the value in the domain names was generated from the goodwill that the Complainant had built up in the name POST OFFICE and alleged that the Respondent was effectively trying to sell its own goodwill back to the Complainant.

Correspondence continued between 17 April 2013 and 25 November 2013.

On 13 May 2013, the Respondent registered the disputed domain name <postofficeenergy.co.uk>.

On 3 December 2013 the Respondent sent an email which was marked as “Private and Confidential” which made reference to six domain names and offered to sell them to the Complainant for £100,000 per domain name.

5. Parties’ Contentions

Complainant

The Complainant submits that it operates the largest Post Office network in Europe and the largest retail branch network in the UK and relies on its rights in the POST OFFICE name and mark acquired through long use of the name and mark by itself and its predecessors in title and its above-listed trade mark registrations.

The Complainant submits that all licensees of the POST OFFICE mark, whether franchisees or SubPostmasters, are limited in their use of the mark which may only be used in respect of certain goods/services, and subject to various contractual restrictions and safeguards which *inter alia* prevent sub-licensing by the licensee.

The Complainant submits that the disputed domain names are each similar to the Complainant’s POST OFFICE trademark as each is composed of the words “post office” which are the dominant and distinctive elements, together with the suffixes “holidays” and “energy” respectively. The Complainant argues that the addition of the “holidays” and “energy” elements do nothing to distinguish the disputed domain names from the Complainant’s marks. In this regard the Complainant

refers to and relies on the decision of the Expert in DRS06973 (veluxblind.co.uk), who stated that “[t]he Domain Name consists of the Complainant’s distinctive trademark [VELUX] and the descriptive word “blind”, which does nothing to distinguish the Domain Name from the mark, since the mark is associated in the public mind with the Complainant’s blinds”.

The Complainant states that it provides both travel and energy services to the public through its branches and website and argues that consequently a consumer is likely to perceive that any website using the disputed domain names would relate to services offered by the Complainant and the disputed domain names are likely to be associated in the public mind with the Complainant’s trading name POST OFFICE and THE POST OFFICE.

In an annex to the Complaint, the Complainant has adduced evidence of the travel-related services that it offers to the public which include: travel insurance; foreign exchange; travellers’ cheques; a Passport Check and Send service; and travel inspirations. The Complainant further submits that for the last 7 years in a row, the Complainant has been voted by UK customers as the “Best Travel Money Retailer” and for the last 8 years in a row the Complainant has been voted the “Best Travel Insurance Provider” at the British Travel Awards.

The Complainant has also adduced evidence that it offers customers the facility to pay their energy bills and to top up their gas cards and electricity keys. Each year approximately 25 million energy bill payments and 42 million transactions to top-up pre-pay meter cards and keys are made through Post Office branches.

The Complainant submits that the domain names in the hands of the Respondent is an Abusive Registration.

The Complainant alleges that the registration of the disputed domain names can only have been made in order to take unfair advantage of the POST OFFICE mark. The Complainant points out that the domain names <postofficeholidays.org.uk> and <postofficeholidays.co.uk> were registered on 13 March 2012 and the <postofficeenergy.co.uk> domain name was registered on 13 May 2013 at which times the Complainant had already acquired substantial rights in the POST OFFICE mark.

Referring to Paragraph 3(a)(i)(A) of the DRS Policy, the Complainant submits that the disputed domain names were registered or otherwise acquired by the Respondent primarily for the purposes of selling or renting the disputed domain names to the Complainant. In this regard the Complainant refers to letters and emails received from the Respondent dated 13 March, 23 April, 25 November and 3 December 2013. The Complainant alleges that it was the Respondent’s intention to sell the disputed domain names to the Complainant, initially for approximately £400,000 each, and subsequently reduced to £100,000 each. The Complainant submits that such sums are vastly in excess of the Respondent’s out-of-pocket expenses. The Complainant submits that it can be inferred that selling for profit this was always the Respondent’s primary intention when registering the disputed domain names, notwithstanding the fact that such offers were not made immediately. The Complainant submits that this is further evidenced by the fact that no use was made of the disputed domain names between April 2013 and 3

December 2013 when the Respondent once more contacted the Complainant in an attempt to sell it the disputed domain names.

The Complainant submits that the registration of the disputed domain names by the Respondent took place after the Complainant had made it clear that it did not wish to enter into the proposed commercial relationship with Minoan.

The Complainant submits that the disputed domain names were registered by the Respondent in full knowledge of the Respondent's lack of rights in the Complainant's marks and the POST OFFICE name. This is particularly so in the case of the <postofficeenergy.co.uk> domain name.

The Respondent acknowledged in his letter of 23 April 2013 that he acquired the <postofficeholidays.org.uk> and <postofficeholidays.co.uk> domain names because he thought they "would support the successful launch and development of the intended offering to sub postmasters". The Complainant argues that the sole purpose of acquiring the <postofficeholidays.org.uk> and <postofficeholidays.co.uk> domain names was therefore for a commercial offering which was linked to the Complainant and its brand. No explanation has been provided for the registration of the <postofficeenergy.co.uk> domain name.

The Complainant argues that in order to gain some commercial benefit from the disputed domain names without infringing the Complainant's rights, it was evident to the Respondent that he would have to rent or sell the disputed domain names to the Complainant. His refusal to transfer the <postofficeholidays.org.uk> and <postofficeholidays.co.uk> domain names to the Complainant in exchange for out-of-pocket expenses, and his attempts to cajole the Complainant into acquiring the <postofficeholidays.org.uk> and <postofficeholidays.co.uk> domain names by means of threats to go to the press and/or to sue the Complainant for defamation, are evidence that the Complainant was not, and is not, acting in good faith.

The Complainant further submits that the registration of the disputed domain names creates a restriction on the Complainant's ability to advertise a travel service under the logical name "postofficeholidays" or to advertise its energy bill payment service under the logical name "postofficeenergy" and that the disputed domain names were registered by the Respondent primarily as blocking registrations against the Complainant's marks.

Referring to *BT v One In A Million* [1999] 4 All ER 476, the Complainant submits that the mere registration of a domain name consisting of a well known trade mark can constitute unfair use of the domain name for the purposes of passing off and trade mark infringement. In DRS5890 (waltdisney.co.uk; disneyland-resort.co.uk), the expert noted that the practices condemned by the Court in *BT v One In A Million* "have consistently been confirmed as unacceptable... in many DRS decisions". The Complainant accepts that the facts in the present Complaint are slightly different from those in *BT v One in a Million* in that the disputed domain names include, in addition to the famous POST OFFICE mark, the additional "holidays" or "energy" elements, and are therefore not identical to the trade marks in which the Complainant has rights. However, the Complainant points out that in DRS5890, one of the disputed domain names, disneyland-resort.co.uk, likewise consisted of a famous trade mark, DISNEYLAND, together

with a suffix, “-resort”, which was non-distinctive and descriptive of the services associated with the trade mark. This was no bar to a finding that the domain name `disneyland-resort.co.uk` was abusive in the hands of the respondent. Similarly, the Complainant refers to DRS00248 (`seiko-shop.co.uk`) in which the Expert found in favour of the complainant under paragraph 3(ii)(a) of the Policy despite the inclusion of the suffix “-shop”.

The Complainant submits that the Respondent has offered no explanation for the registration of the `<postofficeenergy.co.uk>` domain name which was registered after the Complainant’s solicitors had written to the Respondent regarding the earlier registered `<postofficeholidays.org.uk>` and `<postofficeholidays.co.uk>` domain names. The Complainant submits that one can only conclude that the `<postofficeenergy.co.uk>` domain name was registered as part of a pattern of registrations corresponding to the Complainant’s marks and in the erroneous belief by the Respondent that, by registering domain names comprising the words POST OFFICE followed by a generic suffix, he had stumbled upon a simple way to extract money from the Complainant by effectively selling the Complainant’s goodwill back to it.

The Complainant asks this Expert to note that the correspondence with the Respondent refers to domain names other than the domain names in dispute in these proceedings. The Complainant is aware that the Respondent has also registered `<postofficeholidays.co>` and `<postofficeholidays.tv>` . A copy of the WHOIS records of which have been annexed to the Complaint. The Complainant submits that such registrations are indicative of the fact that the Respondent is engaged in a pattern of registrations which correspond to well known trade marks in which he has no apparent rights.

The Complainant accepts that, under Paragraph 3(b) of the Policy, failure on the Respondent’s part to use the disputed domain names is not in itself evidence of an Abusive Registration. However, the Experts’ Overview states at section 3.3 that the English courts have clearly held that mere registration of a domain name can constitute unfair use of a domain name for the purposes of passing off and trade mark infringement, even if nothing more is done with the domain name. The prevailing approach under the DRS Policy is consistent with this.

Respondent

The Respondent’s position is that he registered the disputed domain names with the knowledge and consent of the Complainant for the purposes of the business proposal described above.

When the Complainant objected to the proposed business venture, Minoan decided not to invest any further cash/time in the Respondent’s project because of the fear of action by the Complainant. At that time Minoan had already invested £300,000 initial funding in the project.

The Respondent alleges that the Complainant tried to “intimidate” and bribe him to force him to transfer the disputed domain names back to them without a fuss. He alleges that the Complainant threatened that it would not bankrupt him and

would consider working directly with him on this initiative if he provided the Complainant with information on NFSP. The Respondent declined because he took the view that this would conflict with his moral and ethical beliefs.

In support of this assertion, the Respondent has submitted the text of an email which he states he received at his gmail address, from the Head of Strategic Opportunities at Royal Mail dated 6 Oct 2011 with the subject-line: "Re: POL Breakdown" in which the author states that he has been in contact with his "colleagues at POL" who had a number of commercial considerations that the author needed to explore with the Respondent as they considered next steps. The email went on at length to identify commercial concerns relating to his proposed project.

Complainant's Reply

In reply the Complainant asserts that it does not dispute that it engaged in discussions with the Respondent in connection with his proposal to establish holiday retail kiosks but disputes that the Respondent was granted any licence or other permission to register the disputed domain names or to use the Complainant's branding in connection with the travel kiosk proposal.

In any event, the individuals to whom the Respondent refers as having engaged in the negotiations were senior employees of Royal Mail not the Complainant. Although, at the time of such discussions, the two companies were under common ownership, the relevant POST OFFICE trade marks were owned by the Complainant not Royal Mail. Even if such individuals had granted consent to the Respondent (which is denied by the Complainant) they would have been unable to grant a licence to use the POST OFFICE trade marks. Neither the Royal Mail or the NFSP had any right to licence others to use the Complainant's marks.

The Complainant asks this Expert to note that the Respondent has not presented any evidence to support his assertion that he was given consent to register the disputed domain names. The email on which the Respondent relies dated 6 October 2011 was from the Head of Strategic Opportunities at Royal Mail at that time. In the email the Respondent was asked "How would the service be branded? POL versus third party/independent?".

The Complainant makes two points in this respect. First, it is the Complainant's understanding from its own enquiries that the discussion with the Head of Strategic Opportunities at Royal Mail related to a retail/catalogue sales outlet, rather than a travel related service. It is also notable that the words "travel" or "holiday" do not appear anywhere in the extract of the email on which the Respondent relies. Secondly, and in any event, this simple request for the Respondent's proposal on branding does not amount to a licence, or any other informal permission, to use the Complainant's branding or to register the disputed domain names.

The Complainant further submits that similarly, the Respondent has exhibited to his Response a PowerPoint slide titled "456205-Postcard Travel.pptx". This slide was an enclosure with the Respondent's letter to the Complainant on 13 March

2013 after the registration. The slide includes a reference to the branding of the travel kiosk offering. However, the slide was prepared by the Respondent not the Complainant and in no way constitutes a licence to register any of the disputed domain names.

The Complainant makes no comment on the influence that this correspondence had on Minoan's decision in connection with the investment into the Respondent's travel kiosk proposal. The Complainant was not party to or involved in the Respondent's discussions with Minoan. Whether or not the fact that the Complainant expressed concerns about the branding had any influence on Minoan is not a relevant factor in determining whether the Domain Names are Abusive Registrations under the DRS Policy.

If anything, the fact that the Complainant was keen to ensure that the branding of the travel kiosks was such that there would be no risk of association or confusion with POL's services is evidence of the fact that the Complainant would not have consented to the use the POST OFFICE mark in the disputed domain names had the Respondent actually sought such permission.

The Complainant submits that the suggestion of intimidation by the Complainant and/or the offer of a bribe is a very serious allegation. The Respondent has provided no evidence to support this bald assertion, nor any details as to when and by whom this statement was allegedly made. The Complainant takes this issue very seriously, and strongly refutes that any such "bribe" or statement was made. The Complainant has made reasonable enquiries internally in connection with this allegation and has uncovered no evidence to support it. The Respondent has not raised this issue in correspondence with the Complainant prior to the filing of his Response. The Complainant believes that this is a spurious allegation which should be discounted.

The Respondent states that he is "in the process of securing litigation funding if resolution cannot be reached with Post Office as part of the Nominet process". It is not clear what form of resolution the Respondent is proposing. It is the Complainant's reading of this statement that the Respondent is threatening to commence proceedings against the Complainant in the event that a settlement is not reached as part of the informal mediation under the DRS Procedure. As of the date of the Complainant's Reply, it had not been served with any proceedings, nor was it aware of any such proceedings having been issued. No letter before action had been received and the basis of any such claim is not explained.

6. Discussions and Findings

Preliminary Issue – Admissibility of the Respondent's email dated 3 December 2013

The email dated 3 December 2013 which was adduced in evidence was expressed to be "Private and Confidential." The Complainant submits that the Respondent cannot unilaterally impose such a duty of confidence. The Complainant also points out that the email was not stated to be "without prejudice" and furthermore in

any event, paragraph 6 of the DRS Policy provides that “documents and information which are “without prejudice” may be used in submissions and may be considered by the Expert”. The Respondent has not taken issue with the admission of this email into evidence. This Expert has decided to admit the email into evidence.

As offers to sell domain names for more than the out-of-pocket costs of the registrant are of great relevance in disputes under the DRS Policy, in most situations it would be inappropriate to exclude such correspondence and that is the reasoning behind paragraph 6 of the DRS Policy.

Substantive Issues

Paragraph 2 of the DRS Policy provides that a Complainant must prove both elements of the following test:

- i. the Complainant has Rights in respect of names or marks which are identical or similar to the Domain Names; and
- ii. the Domain Names, in the hands of the Respondent, are Abusive Registrations.

Complainant’s Rights

The Complainant has furnished evidence of its ownership of the POST OFFICE trade name and mark through long use of the name by itself and its predecessors in title for almost 400 years.

The disputed domain names each is composed of the Complainant’s POST OFFICE trade mark and generic elements. In each case the distinctive and dominant elements are the words POST OFFICE.

The generic elements “holidays” in <postofficeholidays.co.uk> and <postofficeholidays.org.uk> and “energy” in <postofficeenergy.co.uk> do not serve to distinguish the domain names from the Complainant’s marks in any way, because of their descriptive character and because the Complainant in fact provides services relating to holidays and the payment of energy bills.

This Panel finds that each of the three disputed domain names is similar to the Complainant’s POST OFFICE name and marks.

Abusive Registrations

The Complainant has alleged that the disputed domain names in the hands of the Respondent are Abusive Registrations. They have established their rights in the POST OFFICE name and mark and have asserted that the Respondent has no rights to use their trade mark in the disputed domain names. They also allege that the Respondent registered the disputed domain names for the purposes of selling or renting them to the Complainant as part of a pattern where the Respondent registered Internet domain names, including the disputed domain names, that incorporated the Complainant’s marks. The Complainant further submits that the disputed domain names were registered as blocking registrations.

The Respondent's defence is entirely based on the claim that he registered the disputed domain names with the knowledge and consent of the Complainant. This is denied by the Complainant and it is difficult within the constraints of procedures under the DRS Policy to determine the truth when facts are in dispute.

On the evidence this Expert is satisfied that, on the balance of probabilities, the Respondent registered the domain names < postofficeholidays.co.uk> and <postofficeholidays.org.uk> in order to progress the proposed business project. It is not clear why he registered the disputed domain names in his own name, and did not register them in the name of his company which was engaged in the negotiations. This is suspicious but there may be a reasonable explanation. There is no explanation as to why he chose and registered the <postofficeenergy.co.uk> domain name when his proposed project related to travel and holiday services and not energy related services.

The Respondent has not provided any evidence of his assertion that the Complainant had knowledge of his registration of the disputed domain names. It is improbable that it had any such knowledge in relation to the <postofficeenergy.co.uk> domain name as it was not registered until after the Complainant took issue with the Respondent's registration of the earlier <postofficeholidays.co.uk> and <postofficeholidays.org.uk> domain names.

It is not necessary however to determine whether the Respondent was authorised to register the disputed domain names. What is relevant is whether the Respondent has been given a licence to use the domain names.

The Respondent has not provided any evidence of any licence that he may have to use the disputed domain names. The Complainant has asserted that he was never given any such licence and that neither Royal Mail nor NFSP had the right to grant such licence.

Even if the Respondent's assertions were all correct, his company rather than he was a party to the "tripartite deal" and so he could not have acquired any right to register and use the domain names in his own name. In any event the proposed project did not come to fruition and therefore the domain names could not have been used for the proposed purpose.

This Expert is satisfied on the evidence that even if the domain names were initially registered for a proper business purpose, the character of the Respondent's registration changed when the project did not proceed and the Respondent offered to sell the disputed domain names to the Complainant for inflated sums. Since that point in time the disputed domain names have been Abusive Registrations in the hands of the Respondent.

7. Decision

This Expert finds that the Complainant has rights in a name and mark which is similar to each of the disputed domain names and that each of the disputed domain names is, in the hands of the Respondent, an Abusive Registration

This Expert accordingly directs that the each of the domain names <postofficeenergy.co.uk>, < postofficeholidays.co.uk> and <postofficeholidays.org.uk> be transferred to the Complainant immediately.

Signed: James Bridgeman, Expert

Dated: 31 March 2014