

O/510/17

TRADE MARKS ACT 1994

**IN THE MATTER OF THE APPLICATION BY
KAREN PATRICIA STOCKDALE
UNDER NO 3160360 FOR THE TRADE MARK**

Tilly's Garden Party Hire

AND

IN THE MATTER OF OPPOSITION NO. 407105 THERETO

BY

GARDEN PARTY HIRE LIMITED

Background and pleadings

1) Karen Patricia Stockdale applied to register the following trade mark (“the opposed mark”) in the UK on 19 April 2016:

Tilly’s Garden Party Hire

It was accepted and published in the Trade Marks Journal on 13 May 2016 in respect of the following services:

Class 41: *Games Hire, Rental of Discotheque equipment.*

Class 43: *Marquee Hire; Hire of interior tables; Linen Hire; Hire of interior chairs; Hire of Interior Lighting; Rental of Tents.*

2) Garden Party Hire Limited (“the Opponent”) opposes the registration of the trade mark under section 5(2)(b) of the Trade Marks Act 1994 (“the Act”) on the grounds that it is similar to earlier trade marks of the Opponent and for identical or similar services. It also claims under section 5(3) that use of the opposed mark would take unfair advantage of the enhanced reputation of its earlier marks and dilute their distinctiveness. It further asserts under section 5(4)(a) that use of the opposed mark would give rise to a claim under the law of passing of.

3) For the purposes of its claims under sections 5(2)(b) and 5(3) the Opponent relies on the following two registrations:

1. UK registration no. 3075579 for the mark series

GARDEN PARTY HIRE

Garden Party Hire

("the earlier word marks") which was filed on 6 October 2014 and completed its registration procedure on 1 January 2016. For the purposes of this opposition the Opponent relies upon the services shown in Annex 1 to this decision, for which this mark series is registered.

2. UK registration no. 3078855 for the mark



("the earlier figurative mark") which was filed on 27 October 2014 and completed its registration procedure on 18 September 2015. For the purposes of this opposition the Opponent relies upon the services shown in Annex 2 to this decision, for which this mark is registered.

4) The significance of the above dates is that (1) the Opponent's marks constitute earlier marks in accordance with section 6 of the Act, and (2) they are not subject to the proof of use conditions contained in section 6A of the Act, the conferring of protection having been completed less than five years before the publication of the Ms Stockdale's mark.

5) For the purposes of its claim under section 5(4)(a) the Opponent relies on the sign

GARDEN PARTY HIRE

in respect of which use is claimed for the following services:

Lease, hire, installation, repair, maintenance, delivery and collection of marquees, tents, flooring, lighting, heating, furniture, tableware, table linens, cool boxes, glassware, catering equipment, bar equipment, disco, sound and entertainment systems, karaoke, PA systems, stages, games, TV generators,

fairground rides, refrigerators, portable sanitary installations, catering party planning services, cleaning and clearing of venues before and after an event.

6) Ms Stockdale filed a counterstatement, denying the claims made. The Opponent is represented in these proceedings by Brand Protect Limited and Ms Stockdale is represented by Hegarty LLP. Both parties filed evidence in these proceedings. No hearing was requested. The Opponent filed written submissions in lieu of attendance at a hearing. I therefore give this decision after a careful review of all the papers before me.

The Opponent's evidence

7) In a witness statement dated 22 February 2017 Mr Justin Harris makes the following statements:

- a) Mr Harris is the Managing Director of Garden Party Hire Limited, and has been since its formation in April 2013, but the business has been trading under the sign represented in the earlier figurative mark since April 2007.
- b) In an annex to his statement (**Figure 1**) Mr Harris provides 60 invoices dated between the years 2009 and 2014 bearing a sign corresponding to the earlier figurative mark and variously billing *marquee hire, flooring hire, lighting hire, heating hire, tableware hire, crockery hire, glassware hire, cutlery hire, catering equipment hire, BBQ equipment hire, bar services, bar equipment hire, refrigeration equipment hire, refrigerator rental, staging hire, stage hire, furniture hire, toilet hire, heating equipment hire, energy equipment hire, disco hire, entertainment and security.*
- c) In order to increase public awareness of the earlier figurative mark the Opponent placed advertisements in a number of publications, examples of which are appended to the statement as **Figure 2**. These consist of half-page advertisements placed in issues 24, 25 and 26 of "CITYLIFE & COUNTRY LIVING" magazine in 2009, and show tables and chairs set out in what appears to be an impressive marquee. The earlier figurative mark is prominently

displayed together with the message “Absolutely everything you need to host the best party ever, conveniently and stress free. Throw a party to remember ...” and the Opponent’s telephone number and website. Mr Harris says the magazine is distributed in Nottinghamshire, Derbyshire, Leicestershire, Northamptonshire and Yorkshire. Advertisements were also placed in the free magazine ‘GRAPEVINE NG9’, each edition of which is distributed to over 19,500 homes and businesses in the Nottingham. Copies of the advertisements from the issues for May and June 2014 in **Figure 4** show content corresponding to that in “CITYLIFE & COUNTRY LIVING”, though somewhat smaller in area.

- d) Mr Harris explains that the Opponent generally focused its advertising budget towards the area in and around Nottinghamshire while the business was in its formative stages, hoping that building a solid foundation of consumer awareness in this area would help it expand nationally. As a result of this approach, Mr Harris says, the Opponent has clients from all over the UK, and refers to the sample invoices provided.
- e) To increase public awareness of its brand on a national scale the Opponent placed advertisements on *Yell.com*. Mr Harris appends as **Figure 3** a copy invoice for two advertisements featuring the earlier figurative mark, each to be advertised on the Yell.com website from 30 August 2009 to 29 August 2010, for the classifications “MARQUEE AND TENT HIRE” and “CATERING EQUIPMENT HIRE”.
- f) Mr Harris gives the turnover and advertising figures “in relation to the “Garden Party Hire” brand as follows:

Year	Turnover	Average spending on advertising, marketing, etc.
2013	£72,372	£3,000
2012	£71,122	£3,000
2011	£67,603	£3,000
2010	£61,753	£3,000
2009	£64,585	£3,000

g) The Opponent has owned the domain name gardenpartyhire.co.uk since 5 March 2008, and Mr Harris appends as **Figure 6** “webstats” for this domain for the period 2 May 2013 to 16 December 2014, showing that it had 38,915 visitors in total during this time, was viewed 582 times in December 2014, 1,125 times in November 2014, and 1,221 times in October 2014. A monthly breakdown of the number of unique visitors to the domain, the number of pages viewed, and the pages viewed per visit is given, showing a pattern of peaks and troughs. For example, in December 2013, there were 988 unique visitors to the domain, with 3,301 web pages viewed and 3.34 pages viewed per visit, while in July 2014, there were 3,072 unique visitors to the domain, with 11,315 web pages viewed and 3.68 pages viewed per visit. The Opponent has also owned the domain name garden-party-hire.co.uk since 12 February 2006 and the domain gardenpartyhire.mob, designed for use on Internet browsing on a mobile phone, since 17 October 2012, but was unable to obtain “webstats” for either of these domains.

8) As evidence of actual confusion between the Opponent’s earlier marks and TILLY’S GARDEN PARTY HIRE Mr Harris reports that in August 2015 he received a phone call from the *John Lewis* store in Oxford Street, wanting to know when the Opponent would be arriving to erect its stands on their roof garden. Having checked the Opponent’s bookings and been unable to find any booking of the Opponent at that venue at that time, he phoned back the person at John Lewis and advised her of this. Looking at Ms Stockdale’s website recently Mr Harris came across a blog posted on it stating that Ms Stockdale’s business provided the equipment for a roof-top party at the John Lewis store at that time. **Figure 11** consists of a screenshot from the tillysgardenpartyhire.co.uk website stating that Ms Stockdale’s business has worked with universities, software companies, wealth management companies, top 25 FTSE companies, pubs, creative agencies, *Porter Novelli*, *PI & Contraband*, local authorities and well-known retailers.

9) In the period prior to August 2015 the Opponent had provided its services in the Oxford Street area of London on 30 May 2015, 5 July 2015, 31 July 2015. Mr Harris surmises that someone acting for the organiser of the roof-party at the John Lewis store, having seen one of the Opponent’s liveried vans in the Oxford Street area,

performed a Google search, and instead of booking the Opponent booked Ms Stockdale's business instead. Mr Harris appends (as **Figure 12**) photographs showing one of the Opponent's liveried vans, and a print-out (**Figure 13**) showing the results of a Google search using "garden party hire" as a search term, on which Ms Stockdale's website is listed just behind the Opponent's.

Ms Stockdale's evidence

10) In a witness statement dated 24 April 2017 Ms Karen Patricia Stockdale makes the following statements:

- a) She started her business "using the Tilly's Garden Party Hire trading style" in autumn 2012. In November/December 2012 the website Tillysgardenpartyhire.co.uk was launched, and she increased her advertising on Facebook and other social media with a measured average week's reach of 5,000 people (Facebook) and 500 via the web page.
- b) The business initially dealt with party tents and props but in January 2015 she decided to expand the business into other areas, as an acquisition allowed her to offer large scale marquees and ancillary equipment. In February 2016, she moved into an industrial unit to cope with higher demand, accommodate staff and house additional stock and equipment.
- c) The business deals with:
 - a. Party tents (usually within a 25 mile radius of Spalding).
 - b. Marquees (usually up to 60 miles of Spalding).
 - c. Props and sweet carts (up to 25 miles of Spalding (if with party tent) or 60 miles (if with a marquee).
 - d. Party games (nationally)
- d) Ms Stockdale says it is apparent from the websites, that the products that she deals with are not generally available and have, in most cases, been made by the business and/or made to its bespoke order. She says she provides marquees and party tents, whereas Garden Party Hire supply what are

technically known as gala tents. She also supplies a more bespoke service, as her clients tend to be interested in vintage and rustic styling, and she appends photographs showing some of her items.

11) Ms Stockdale appends an extract from the Tilly's Garden Party Hire website showing "what the business undertakes, namely marquee hire, garden party packages, traditional game hire, styling and venue dressing, hall linings, chair and table hire, bell tents, pub games and kids' birthday parties". Also attaching an extract from the Opponent's Garden Party Hire website, she observes that the two businesses "undertake different ranges of services", the Opponent being national whereas Tilly's Garden Party Hire is "fairly local". Asserting that "Garden Party Hire" is descriptive of the services offered by businesses dealing with garden parties, she says she chose the name Tilly's in order to distinguish her business from any other businesses which undertook marquee hire, tent hire and similar activities, and submits that putting "Tilly's" in front of those words obviates any confusion.

12) With regard to the John Lewis episode referred to in Mr Harris's witness statement Ms Stockdale states that the order in question was "provided to us from Caroline at Porter Novelli Agency. Caroline informed me as she had been looking for a coconut shy to hire. The client for whom she was working was Elastoplast. Elastoplast/PorterNovelli simply hired the rooftop garden at John Lewis in Oxford Street. They provided games and not stands I understand Caroline was looking for a specific product and I believe that she did not mistake the Opponent's business as being mine, and indeed made reference to our website in our initial conversation". Ms Stockdale states that as far as she is aware she has not quoted for any work where the customer believed they were contacting Garden Party Hire Limited, that Garden Party Hire Limited has not come up in conversation with any of her customers, and that people who have contacted Tilly's Garden Party Hire have done so because they have heard about the company and its service is what they are looking for.

SECTION 5(2)(b)

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

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

(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) The following principles are gleaned from the decisions of the Court of Justice of the European Union (“CJEU”) in *Sabel BV v Puma AG*, Case C-251/95, *Canon Kabushiki Kaisha v Metro-Goldwyn-Mayer Inc*, Case C-39/97, *Lloyd Schuhfabrik Meyer & Co GmbH v Klijsen Handel B.V.* Case C-342/97, *Marca Mode CV v Adidas AG & Adidas Benelux BV*, Case C-425/98, *Matratzen Concord GmbH v OHIM*, Case C-3/03, *Medion AG v. Thomson Multimedia Sales Germany & Austria GmbH*, Case C-120/04, *Shaker di L. Laudato & C. Sas v OHIM*, Case C-334/05P and *Bimbo SA v OHIM*, Case C-591/12P:

(a) The likelihood of confusion must be appreciated globally, taking account of all relevant factors;

(b) the matter must be judged through the eyes of the average consumer of the goods or services in question, who is deemed to be reasonably well informed and reasonably circumspect and observant, but who rarely has the chance to make direct comparisons between marks and must instead rely upon the imperfect picture of them he has kept in his mind, and whose attention varies according to the category of goods or services in question;

(c) the average consumer normally perceives a mark as a whole and does not proceed to analyse its various details;

(d) the visual, aural and conceptual similarities of the marks must normally be assessed by reference to the overall impressions created by the marks bearing in mind their distinctive and dominant components, but it is only when all other components of a complex mark are negligible that it is permissible to make the comparison solely on the basis of the dominant elements;

(e) nevertheless, the overall impression conveyed to the public by a composite trade mark may be dominated by one or more of its components;

(f) however, it is also possible that in a particular case an element corresponding to an earlier trade mark may retain an independent distinctive role in a composite mark, without necessarily constituting a dominant element of that mark;

(g) a lesser degree of similarity between the goods or services may be offset by a great degree of similarity between the marks, and vice versa;

(h) there is a greater likelihood of confusion where the earlier mark has a highly distinctive character, either per se or because of the use that has been made of it;

(i) mere association, in the strict sense that the later mark brings the earlier mark to mind, is not sufficient;

(j) the reputation of a mark does not give grounds for presuming a likelihood of confusion simply because of a likelihood of association in the strict sense;

(k) if the association between the marks creates a risk that the public will wrongly believe that the respective goods or services come from the same or economically-linked undertakings, there is a likelihood of confusion.

15) In its notice of opposition the Opponent relies on all the services of its earlier marks shown in Annexes 1 and 2 to this decision. In its submissions, however, it confines its explicit comparison of services to those services of its earlier marks which it clearly considered respectively to constitute its best case, and I shall do the same. The Opponent's earlier figurative mark represents a slightly better case for it with regard to comparison of services, but its earlier word mark series provides it with a better case with regard to comparison of marks. For reasons of procedural economy I shall begin by comparing the opposed mark with the earlier word marks and their

services, making a comparison with the earlier figurative mark only if this becomes necessary.

Comparison of services

15) In the judgment of the CJEU in *Canon*, Case C-39/97, the court stated at paragraph 23 of its judgment that:

“In assessing the similarity of the goods or services concerned, as the French and United Kingdom Governments and the Commission have pointed out, all the relevant factors relating to those goods or services themselves should be taken into account. Those factors include, inter alia, their nature, their intended purpose and their method of use and whether they are in competition with each other or are complementary”.

16) The relevant factors identified by Jacob J. (as he then was) in the *Treat* case, [1996] R.P.C. 281, for assessing similarity were:

- a) The respective users of the respective goods or services;
- b) The physical nature of the goods or acts of services
- c) The respective trade channels through which the goods or services reach the market
- d) In the case of self serve consumer items, where in practice they are respectively found or likely to be found in supermarkets and in particular whether they are, or are likely to be, found on the same or different shelves;
- e) The extent to which the respective goods or services are competitive. This inquiry may take into account how those in trade classify goods, for instance whether market research companies, who of course act for industry, put the goods or services in the same or different sectors.

17) It follows from the General Court's decision in *Gérard Meric v Office for Harmonisation in the Internal Market*, Case T- 133/05 ("*Meric*"), and the case law cited there, that services are to be held identical if a term in one of the specifications to be compared falls within the ambit of a term in the competing specification:

"29. In addition, the goods can be considered as identical when the goods designated by the earlier mark are included in a more general category, designated by the trade mark application (Case T-388/00 *Institut für Lernsysteme v OHIM- Educational Services (ELS)* [2002] ECR II-4301, paragraph 53) or where the goods designated by the trade mark application are included in a more general category designated by the earlier mark."

18) When it comes to understanding what terms used in specifications mean and cover, the guidance in the case-law is to the effect that "in construing a word used in a trade mark specification, one is concerned with how the product is, as a practical matter, regarded for the purposes of the trade"¹ and that I must also bear in mind that words should be given their natural meaning within the context in which they are used; they cannot be given an unnaturally narrow meaning². I also note the judgment of Mr Justice Floyd (as he then was) in *YouView TV Limited v Total Limited* where he stated:

"..... Trade mark registrations should not be allowed such a liberal interpretation that their limits become fuzzy and imprecise: see the observations of the CJEU in Case C-307/10 *The Chartered Institute of Patent Attorneys (Trademarks) (IPTRANSLATOR)* [2012] ETMR 42 at [47]-[49]. Nevertheless the principle should not be taken too far. *Treat* was decided the way it was because the ordinary and natural, or core, meaning of "dessert sauce" did not include jam, or because the ordinary and natural description of jam was not "a dessert sauce". Each involved a straining of the relevant language, which is incorrect. Where words or phrases in their ordinary and natural meaning are apt to cover the category of goods in question, there is

¹*British Sugar Plc v James Robertson & Sons Limited (Treat)* [1996] R.P.C. 281

²*Beautimatic International Ltd v Mitchell International Pharmaceuticals Ltd and Another* [2000] FSR 267

equally no justification for straining the language unnaturally so as to produce a narrow meaning which does not cover the goods in question.”

19) *Boston Scientific Ltd v Office for Harmonization in the Internal Market* (Trade Marks and Designs) (OHIM) Case T- 325/06 provides guidance on when goods are to be regarded as complementary:

“It is true that goods are complementary if there is a close connection between them, in the sense that one is indispensable or important for the use of the other in such a way that customers may think that the responsibility for those goods lies with the same undertaking”

20) In her witness statement Ms Stockdale asserts that that her business and that of the Opponent “undertake different ranges of services”. In the context of the comparison I must make for the purposes of section 5(2)(b) of the Act, however, this consideration is irrelevant. It is settled law that in assessing whether there is a likelihood of confusion I must make my comparison on the basis of notional and fair use over the whole range of services covered by Ms Stockdale’s and (since the earlier mark is not subject to proof of use under section 6A of the Act) the Opponent’s respective specifications. It is the *inherent* nature of the services of the specifications which I have to consider; current use and business strategy are irrelevant to this notional comparison (see *Devinlec Développement Innovation Leclerc SA v OHIM*, Case T- 147/03). I will make the comparison with reference to Ms Stockdale’s services.

Class 41: *Games Hire, Rental of Discotheque equipment.*

22) Having observed that Ms Stockdale’s services “can be categorized as hire services for the provision of a cultural event – likely to be a birthday, wedding, corporate event, or similar occasions”, the Opponent submits:

“When hiring such goods, it is highly likely that the recipient would rely on the knowledge and expertise of the owner of those goods, to the extent that the knowledge forms part of the hiring service. In effect, when hiring a marquee,

lighting or discotheque equipment, it is highly likely that the owner of the goods would either install those goods at the venue, or provide detailed guidance as to how that installation should occur. The advice may extend as to whether the particular good is suitable for the intended purpose e.g. it is likely that the consumer would rely on the knowledge of the lender for the size of a marquee to seat 100 people, the number of tables required, the appropriate lighting, where the disco apparatus should be placed etc.”

23) I agree. Moreover, when planning a party or event a client may well wish to be advised about possible entertainment options – discos and games, for example. Besides information on the availability of games for hire this might include advice on the suitability, operation and and practicability of such games with regard to venue, power supply, safety considerations, etc. On this basis I consider that there is a high degree of complementarity between Ms Stockdale’s *games hire* and the Opponent’s *consulting in relation to party planning services [entertainment]* insofar as this relates to consulting with regard to games hire. Clients will normally expect to receive such advice from the undertaking hiring out the games equipment. There will also be a strong overlap in purpose, users and channels of trade between *games hire* and *consulting in relation to party planning services [entertainment]*. I find there is a high degree of similarity between these services. None of the Opponent’s other services offer a better case.

24) Similarly, discotheque equipment will normally require to be correctly installed for the required effect, and clients will wish to be advised about this and about the options available. There is, therefore, a high degree of complementarity between Ms Stockdale’s *rental of discotheque equipment* and the Opponent’s *installation of apparatus for reproduction of sound or images* and *consulting in relation to dance events or discos*. There is a close connection between them, in the sense that one is indispensable or important for the use of the other in such a way that customers may think that the responsibility for them lies with the same undertaking. They will normally expect the same undertaking to hire out and install the equipment, and to advise on its suitability for the venue, deployment, technical considerations, etc. There will be shared purpose, users and channels of trade. There is a high degree of similarity between these services. None of the Opponent’s other services offer a better case.

Class 43: *Marquee Hire; Hire of interior tables; Linen Hire; Hire of interior chairs; Hire of Interior Lighting; Rental of Tents.*

25) Clients, whether private or corporate, who wish to hire marquees, tents, tables, linen, chairs and interior lighting for their events will normally expect these services to include not merely the delivery of those items, but also the setting-up of the marquees and tents, the setting-out of the tables and chairs, the spreading of the tables with linen, and the deployment of the interior lighting, together with advice about these matters. There is a close connection between these services, in the sense that one is indispensable or important for the use of the other in such a way that customers will expect them to be provided by the same undertaking. There is therefore a high degree of complementarity between them. In practice they will normally form part of the same service. A perusal of the extracts from the parties' respective websites and promotional material submitted in evidence confirms me in this conclusion. There will be shared purpose, users and channels of trade. I therefore find that there is a high degree of similarity between Ms Stockdale's *marquee hire, hire of interior lighting and rental of tents* and the Opponent's *installation of tents* in Class 37. Similarly, there is a high degree of similarity between Ms Stockdale's *hire of interior tables, linen hire and hire of interior chairs* and the Opponent's *installation of furniture* in Class 37.

The average consumer and the purchasing process

26) The average consumer is deemed to be reasonably well informed and reasonably observant and circumspect. For the purpose of assessing the likelihood of confusion, it must be borne in mind that the average consumer's level of attention is likely to vary according to the category of goods or services in question: *Lloyd Schuhfabrik Meyer, Case C-342/97*. In *Hearst Holdings Inc, Fleischer Studios Inc v A.V.E.L.A. Inc, Poeticgem Limited, The Partnership (Trading) Limited, U Wear Limited, J Fox Limited*, [2014] EWHC 439 (Ch), Birss J. described the average consumer in these terms:

“60. The trade mark questions have to be approached from the point of view of the presumed expectations of the average consumer who is reasonably well informed and reasonably circumspect. The parties were agreed that the

relevant person is a legal construct and that the test is to be applied objectively by the court from the point of view of that constructed person. The words “average” denotes that the person is typical. The term “average” does not denote some form of numerical mean, mode or median.”

27) Consumers of the services of both Ms Stockdale’s and the Opponent’s specifications are likely to range from private persons organising birthday parties, weddings, etc. to private clubs, associations, churches, businesses, charities, public bodies and other organisations wishing to arrange social events, bazaars, corporate and promotional events and hospitality, etc. The financial outlay involved will not normally be insignificant for them, including the case of members of the public organising private events. They will normally expend time and effort in planning the occasion, and care in the choice of supplier, to ensure that the service offered is suitable for their needs. Word-of-mouth recommendation may play a role; they are generally unlikely simply to opt for the first supplier they come across, however, but will wish to research what is available, comparing services offered, terms and prices, and weighing factors such as taste, available space and capacity. They will usually discuss these matters with the supplier before purchase. Nowadays online research will normally play a significant role and purchases are likely to follow a perusal of material such as advertisements, brochures, websites, catalogues and directories such as the *Yellow Pages* and *Yell.com*, so visual aspects of the marks take on more importance; but there may be some scope for aural use of the marks, so aural aspects will not be overlooked in my assessment. The purchasing process will be a considered one and the average consumer will show at least a normal level of attention.

Comparison of the marks

28) It is clear from *Sabel BV v. Puma AG* (particularly paragraph 23) that the average consumer normally perceives a mark as a whole and does not proceed to analyse its various details. The same case also explains that the visual, aural and conceptual similarities of the marks must be assessed by reference to the overall impressions created by the marks, bearing in mind their distinctive and dominant components. The CJEU stated at paragraph 34 of its judgment in Case C-591/12P, *Bimbo SA v OHIM*, that:

“.....it is necessary to ascertain, in each individual case, the overall impression made on the target public by the sign for which registration is sought, by means of, inter alia, an analysis of the components of a sign and of their relative weight in the perception of the target public, and then, in the light of that overall impression and all factors relevant to the circumstances of the case, to assess the likelihood of confusion.”

It would be wrong, therefore, to dissect the trade marks artificially, although, it is necessary to take into account the distinctive and dominant components of the marks and to give due weight to any other features which are not negligible and therefore contribute to the overall impressions created by the marks.

29) The Opponent’s registration no. 3075579 consists of a series of two marks, the second, like the opposed mark, being presented in title case, i.e. with only its initial letters capitalised and the remainder in lower case, while the first is presented uniformly in upper case. However, it is well established that a word mark protects the word itself, not simply the word presented in the particular font or capitalisation which appears in the Register of Trade Marks³. For convenience, in the following table I show the second mark in the Opponent’s registration no. 3075579. The marks to be compared are shown below:

The opposed mark	The earlier word mark registration no. 3075579
Tilly’s Garden Party Hire	Garden Party Hire

30) The opposed mark consists of the words “Tilly’s Garden Party Hire”. “Garden Party Hire” will be seen as a single complete phrase, referring to the nature of the proprietor’s business, and from which the consumer will infer that that business provides hire services appropriate to facilitate the holding of a garden party. The initial

³ See the observations of Mr Iain Purvis QC, sitting as the Appointed Person, in *Groupement Des Cartes Bancaires v China Construction Bank Corporation*, case BL O/281/14.

possessive “Tilly’s” will be seen as the name of the proprietor of the business. While, by reason of the proportion of the mark which it makes up, the phrase “Garden Party Hire” is not negligible in the overall impression created by the mark, it is the initial distinctive word “Tilly’s” which forms the mark’s dominant element.

31) The earlier mark consists of the words “Garden Party Hire”, which will be seen as a single complete phrase, no single word or words dominating the mark.

32) Visually, the opposed mark and the earlier mark are of appreciably different length, consisting of four and three words respectively. Three of those words are identical, the entire earlier word mark appearing in the opposed mark. On the other hand the first word of the opposed mark is unlike anything in the earlier word mark. There is a rough rule of thumb that the consumer normally attaches more importance to the beginnings of word marks. This is no more than a rule of thumb. Each case must be considered on its merits. Nevertheless, in the present case I consider it a helpful guide in making my assessment of the overall impression created by the marks⁴. Overall, I find a medium to high degree of visual similarity between the opposed mark and the earlier mark.

33) Aurally, the opposed mark and the earlier mark are of appreciably different length, the opposed mark consisting of seven syllables to the Opponent’s five. Again, the earlier mark is pronounced identically with the final three words of the opposed mark. Once more, however, the pronunciation of the first word of the opposed mark is completely different from anything in the earlier mark. Overall, I find a medium to high degree of aural similarity between the opposed mark and the earlier mark.

34) The words of the earlier mark are indicative of hire services appropriate to facilitate the holding of a garden party, and constitute an element of conceptual identity with the final three words of the opposed mark. The first word of the opposed mark, being a personal name, will be perceived as that of the owner, founder, etc. (whether actual

⁴ See Joined Cases T-183/02 and T-184/02 *El Corte Inglés v OHIM – González Cabello and Iberia Líneas Aéreas de España (MUNDICOR)* [2004] ECR II-965, paragraph 81 and *Spa Monopole, compagnie fermière de Spa SA/NV v Office for Harmonization in the Internal Market* Case T-438/07 at paragraph 23.

or fictional) of the business, no such reference to such a person being contained in the earlier marks; this therefore constitutes an element of conceptual difference. Overall, I find a medium to high degree of conceptual similarity between the opposed mark and the earlier mark.

The distinctiveness of the earlier mark

35) The degree of distinctiveness of the earlier marks must be assessed. This is because the more distinctive the earlier mark, either on the basis of inherent qualities or because of use made, the greater the likelihood of confusion (see *Sabel BV v. Puma AG*, paragraph 24). In *Lloyd Schuhfabrik Meyer & Co. GmbH v Klijsen Handel BV*, Case C-342/97, the CJEU stated that:

“22. In determining the distinctive character of a mark and, accordingly, in assessing whether it is highly distinctive, the national court must make an overall assessment of the greater or lesser capacity of the mark to identify the goods or services for which it has been registered as coming from a particular undertaking, and thus to distinguish those goods or services from those of other undertakings (see, to that effect, judgment of 4 May 1999 in Joined Cases C-108/97 and C-109/97 *Windsurfing Chiemsee v Huber and Attenberger* [1999] ECR I-0000, paragraph 49).

23. In making that assessment, account should be taken, in particular, of the inherent characteristics of the mark, including the fact that it does or does not contain an element descriptive of the goods or services for which it has been registered; the market share held by the mark; how intensive, geographically widespread and long-standing use of the mark has been; the amount invested by the undertaking in promoting the mark; the proportion of the relevant section of the public which, because of the mark, identifies the goods or services as originating from a particular undertaking; and statements from chambers of commerce and industry or other trade and professional associations (see *Windsurfing Chiemsee*, paragraph 51).”

36) Ms Stockdale submits that “Garden Party Hire” is in itself “a general descriptive and is not distinctive”. I agree that the average consumer will regard the phrase “garden party hire” as a conveniently compendious way of referring to services appropriate to facilitate the holding of a garden party (or, by extension, of an outdoor event). It follows that the phrase “garden party hire” is inherently descriptive, or at least highly allusive, of the services in issue. Since both earlier marks are registered, however, they are *prima facie* valid⁵, and are therefore to be treated as having at least a minimum level of distinctive character⁶. As Arnold J put it in *Whyte and Mackay Ltd v Origin Wine UK Ltd and Another* [2015] EWHC 1271 (Ch):

“As counsel for the Appellant rightly conceded, *Formula One* establishes that, since its validity has not been challenged, the Word Mark must nevertheless be deemed to have the minimum degree of distinctive character for it to be validly registered; but no more than that.”

37) That leaves the question of how far the distinctiveness of the earlier marks may have been enhanced through use. The Opponent observes in its submissions that the earlier figurative mark was deemed by the Registry to be sufficiently distinctive to be registrable, and that the Opponent then proved that it had acquired distinctiveness through sustained use for “Garden Party Hire”. It was not explained what evidence was presented at the examination stage and it is not before me now. The picture that emerges from the 60 sample invoices provided by Mr Harris for the period 2009-2014 is that the centre of gravity of the Opponent’s business lies heavily in the Nottinghamshire and Derbyshire area, spreading outwards into the Midlands and Yorkshire, with some orders from further afield; six of the sample invoices were issued to clients based in the London area, one to a client in Hertfordshire, and one to a client in Manchester.

38) I accept that the Opponent’s spending on advertising, marketing, etc. averaged £3,000 in each of the years from 2009 to 2014, but it is difficult to analyse the significance of these figures without a more detailed break-down; they strike me as

⁵ See section 72 of the Act.

⁶ See by analogy *Formula One Licensing v OHIM*, Case C-196/11P

being very low. The examples of advertisements provided in **Figure 2** appeared in a magazine circulated in the Opponent's core area of Nottinghamshire, Derbyshire, Leicestershire, Northamptonshire and Yorkshire. No circulation figures for this publication are provided. It is stated that each edition of the free magazine in which the advertisement shown in **Figure 4** was published is distributed to over 19,500 homes and businesses in the Nottingham area. No further information is given as to whether further advertisements were placed in either of these or in other publications locally or further afield before the relevant date.

39) Mr Harris states that the Opponent placed advertisements on *Yell.com* (the online version of *Yellow Pages*) "to increase public awareness of its brand on a national scale". I am aware that a search for providers of goods and services on *Yell.com* normally requires that both the services sought and the locality in which they are sought need to be specified. The mechanism whereby searchers nationally would be made aware of the Opponent's services is not explained in the evidence. I can see that persons outside a particular area wishing to organise an event within that area will specify that area for search. Those specifying the area, however, are likely to be local to it.

40) The Opponent has provided no excerpt from its gardenpartyhire.co.uk website, but an excerpt from its garden-party-hire.co.uk website is reproduced on pages 3-6 of Ms Stockdale's witness statement. This is headed "Garden Party Hire", flanked, on both sides, by the figurative element from the figurative earlier mark. The business is referred to in the text as "Garden Party Hire".

41) It is difficult to assess the impact of the Opponent's garden-party-hire.co.uk website and its domain gardenpartyhire.mob in the absence of relevant statistics. No break-down of the webstats for gardenpartyhire.co.uk in **Figure 6** is given to show, for example, how many visitors the website had from different parts of the UK. Even if one assumes that the pattern of visitors would be similar to the regional distribution pattern reflected in the sample invoices provided, without some further authoritative guidance on the interpretation this raw data it is difficult to assess how these figures translate in terms of recognition of the earlier marks on the market.

42) Though the webstats, sales, advertising and turnover figures are not insignificant, it is difficult, without evidence of market share, to judge their impact in what must be a very large UK market for the services in question; they strike me as being very low. In the light of all these considerations I find that the Opponent has not shown that before the date of application for the opposed mark the earlier mark had acquired a materially enhanced level of distinctiveness in the UK.

Likelihood of Confusion

43) The factors assessed so far have a degree of interdependency (*Canon Kabushiki Kaisha v. Metro-Goldwyn-Mayer Inc*, paragraph 17), a global assessment of them must be made when determining whether there exists a likelihood of confusion (*Sabel BV v. Puma AG*, paragraph 22). However, there is no scientific formula to apply. It is a matter of considering the relevant factors from the viewpoint of the average consumer and determining whether they are likely to be confused. There may be a likelihood of confusion if a significant proportion of the relevant public is confused⁷.

44) I have found that though, by reason of the proportion of the mark which it makes up, the phrase “Garden Party Hire” is not negligible in the overall impression created by the opposed mark, it is the initial distinctive word “Tilly’s” which forms the mark’s dominant element. I have found that the earlier word mark will be seen as a single complete phrase, no single word or words dominating it. I have found a medium to high degree of visual, aural and conceptual similarity between the marks. Given that I have found the services of the respective marks to be highly similar, and indeed to be inextricably interconnected, the medium degree of overall similarity between the marks would usually be sufficient to justify a finding of likelihood of confusion.

45) The heart of Ms Stockdale’s case against such a finding is that the words “garden party services” are descriptive of the services at issue, and therefore non-distinctive. For the reasons I have explained in paragraph 36, however, I must proceed on the

⁷ See the comments of Floyd LJ in *JW Spear & Sons Ltd & Others v Zynga Inc* [2015] EWCA Civ 290 at paragraph 37 and of Kitchen LJ in *Comic Enterprises Ltd v Twentieth Century Fox Film Corporation* [2016] EWCA Civ 41, where he considered the judgment of the Court of Appeal in *Interflora Inc v Marks and Spencer plc* [2015] EWCA Civ 1403, [2014] FSR 10.

basis that the earlier word mark has at least the level of distinctiveness necessary for valid registration. Any finding incompatible with that proposition would be tantamount to a finding that the earlier mark is invalidly registered for the services in question. It is not open to me to make such a finding in these opposition proceedings. I must therefore consider the consequences that flow from this.

46) In *L'Oréal SA v OHIM*, Case C-235/05 P, the CJEU considered an appeal from a judgment of the Court of First Instance, which had found that there was a likelihood of confusion between the marks FLEXI AIR and FLEX for hair products. The applicant submitted that the word FLEX was low in distinctiveness and could not therefore provide a proper basis for the finding that there was a likelihood of confusion between the marks. The CJEU rejected this saying:

“45. The applicant’s approach would have the effect of disregarding the notion of the similarity of the marks in favour of one based on the distinctive character of the earlier mark, which would then be given undue importance. The result would be that where the earlier mark is only of weak distinctive character a likelihood of confusion would exist only where there was a complete reproduction of that mark by the mark applied for, whatever the degree of similarity between the marks in question. If that were the case, it would be possible to register a complex mark, one of the elements of which was identical with or similar to those of an earlier mark with a weak distinctive character, even where the other elements of that complex mark were still less distinctive than the common element and notwithstanding a likelihood that consumers would believe that the slight difference between the signs reflected a variation in the nature of the products or stemmed from marketing considerations and not that that difference denoted goods from different traders.”

47) In *Medion v Thomson*, C-120/04, the CJEU found that:

“Article 5(1)(b) of First Council Directive 89/104/EEC of 21 December 1988 to approximate the laws of the Member States relating to trade marks is to be interpreted as meaning that where the goods or services are identical there may be a likelihood of confusion on the part of the public where the contested sign

is composed by juxtaposing the company name of another party and a registered mark which has normal distinctiveness and which, without alone determining the overall impression conveyed by the composite sign, still has an independent distinctive role therein.”

48) In *Whyte and Mackay Ltd v Origin Wine*, [2015] EWHC 1271 (Ch), Arnold J. considered the registrability of a composite word mark, JURA ORIGIN, which included the opponent’s earlier trade mark, ORIGIN. The latter was registered for similar goods (wine) to those of the applicant (whisky). The opponent also had an earlier CTM consisting of the word ORIGIN and a device made up of vine leaves. This mark was registered for alcoholic goods at large and therefore covered identical goods to whisky. The judge considered the impact of the CJEU’s judgment in *Bimbo* on the court’s earlier judgment in *Medion v Thomson*. He found that:

“18 The judgment in *Bimbo* confirms that the principle established in *Medion v Thomson* is not confined to the situation where the composite trade mark for which registration is sought contains an element which is identical to an earlier trade mark, but extends to the situation where the composite mark contains an element which is similar to the earlier mark. More importantly for present purposes, it also confirms three other points.

19 The first is that the assessment of likelihood of confusion must be made by considering and comparing the respective marks — visually, aurally and conceptually — as a whole. In *Medion v Thomson* and subsequent case law, the Court of Justice has recognised that there are situations in which the average consumer, while perceiving a composite mark as a whole, will also perceive that it consists of two (or more) signs one (or more) of which has a distinctive significance which is independent of the significance of the whole, and thus may be confused as a result of the identity or similarity of that sign to the earlier mark.

20 The second point is that this principle can only apply in circumstances where the average consumer would perceive the relevant part of the composite mark to have distinctive significance independently of the whole. It does not

apply where the average consumer would perceive the composite mark as a unit having a different meaning to the meanings of the separate components. That includes the situation where the meaning of one of the components is qualified by another component, as with a surname and a first name (e.g. BECKER and BARBARA BECKER).

21 The third point is that, even where an element of the composite mark which is identical or similar to the earlier trade mark has an independent distinctive role, it does not automatically follow that there is a likelihood of confusion. It remains necessary for the competent authority to carry out a global assessment taking into account all relevant factors.”

49) The earlier word mark in this case does not have a normal level of distinctiveness for the services for which it is registered. I have found it to have the low level of distinctiveness required for its registration. I bear in mind, however, that the CJEU's decision in *Medion v Thomson* was specific to the facts of that case. Like the reference to the other part of the contested mark being a company name, the proposition that the common element of the contested mark had a normal level of distinctiveness was part of the question posed by the referring court. It was not a criterion added by the CJEU. Consequently, the terms of the court's ruling do not mean that the principle set out in *Medion v Thomson* cannot apply where the common element has a low level of distinctiveness. I also bear in mind though that, as Arnold J. pointed out in paragraph 44 of his judgment in *Whyte and Mackay v Origin Wine*, although there is no rule that a likelihood of confusion cannot arise from the presence in marks of a common element of low distinctiveness, “what can be said with confidence is that, if the only similarity between the respective marks is a common element which has low distinctiveness, that points against there being a likelihood of confusion.”

50) In *Whyte and MacKay* Arnold J found the earlier mark ORIGIN to be descriptive of the goods in issue. He also found JURA in the contested mark would be perceived as distinctive. In those circumstances, despite assuming that ORIGIN had the minimum level of distinctiveness required for valid registration, and despite the fact that it was contained in its entirety in the opposed mark JURA ORIGIN, he found that the expression JURA ORIGIN would be understood by the average consumer as meaning

that the goods originated from the producer called JURA. On this basis he found that the word ORIGIN did not have an independent distinctive role in the Jura Mark. The average consumer would perceive the opposed composite mark as a unit having a different meaning from the meanings of its separate components.

51) I have found that the average consumer will perceive the initial word “Tilly’s” in the opposed mark as the actual or fictitious name under which the supplier of the services in question chooses to do business. The following words “Garden Party Hire” will be understood as describing the services provided. However, I doubt that this case can be considered to be completely on all fours with that in *Whyte and McKay*. Although in one sense the composite opposed mark might be said to have a different meaning from the meanings of its separate components, in that the “Garden Party Hire” is now qualified as that of a particular supplier, I think that the phrase “Garden Party Hire” and its meaning will continue to be perceived as an independent element in the opposed mark. If I am right about this, since I am obliged to accord the phrase at least the minimum level of distinctiveness required for registration, I think it must follow that it plays an independent distinctive role in the opposed mark.

52) I have borne in mind the third point made by Arnold J in *Whyte v McKay*: that, even where an element of the composite mark which is identical or similar to the earlier trade mark has an independent distinctive role, it does not automatically follow that there is a likelihood of confusion. It remains necessary for the competent authority to carry out a global assessment taking into account all relevant factors. In view of the prominence of the words “Garden Party Hire” in the opposed mark, however, once an independent distinctive role for this phrase is acknowledged, I think it must follow that the marks will be associated. I have considered the possibility that, while having a secondary meaning in the earlier mark, in the context of the opposed mark the phrase “Garden Party Hire” would be seen simply as a description of the services offered. I have reluctantly come to the conclusion that in the present case such a course would in effect amount to attributing no distinctive character to the earlier mark.

53) Taking all the relevant factors into account, and having regard in particular to the considered nature of the purchasing process and the (at least) normal level of attention of the average consumer, I find that the average consumer will not directly confuse

these two marks. I bear in mind that, by contrast with the position in *L'Oréal SA v OHIM*, the element "Tilly's" in the opposed mark is (by a considerable margin) more, not less, distinctive than the phrase "Garden Party Services". Nevertheless, despite the low level of distinctiveness of the earlier mark, I have found, as I believe I was in effect bound to, that it plays an independent distinctive role in the opposed mark, and that this creates a risk that the relevant public will wrongly believe that the respective services come from the same or economically-linked undertakings. I therefore find that **there is a likelihood of indirect confusion in respect of all the services of the opposed mark.**

54) I should perhaps add that, having given due consideration to the parties' evidence concerning the "John Lewis episode", I have been unable to accord it any material weight as evidence of likelihood of confusion. I note in particular that the misdirected enquiry in that case came not from the client holding the event in question, but from a third party: the provider of the venue to the client. There is no evidence that there was any confusion at any stage on the part of the client. The most that can be said is that the evidence of this incident is not incompatible with my finding.

Outcome

55) **The opposition under section 5(2)(b) succeeds in its entirety.** Since the opposition has succeeded in its entirety under section 5(2)(b), it is not necessary for me to undertake a comparison with the earlier figurative mark, or to consider the Opponent's claims under sections 5(3) and 5(4)(a).

Costs

56) Garden Party Hire Limited has been successful and is entitled to a contribution towards its costs. I hereby order Ms Karen Patricia Stockdale to pay Garden Party Hire Limited the sum of £1,500. This sum is calculated as follows:

<i>Opposition fee</i>	£200
<i>Preparing a statement and considering the other side's statement</i>	£200
<i>Preparing evidence and considering and commenting</i>	

<i>on the other side's evidence</i>	£500
<i>Written submissions</i>	£400

The above sum should be paid within fourteen days of the expiry of the appeal period or within fourteen days of the final determination of this case if any appeal against this decision is unsuccessful.

Dated this 10th day of October 2017

**Martin Boyle
For the Registrar,
The Comptroller-General**

ANNEX 1

UK registration no. 3075579

GARDEN PARTY HIRE

Garden Party Hire

Class 37: *Building construction; Cleaning of venues before or after events; Construction or erection of exhibition stands, stages or booths; Installation, maintenance or repair of apparatus for recording, transmission or reproduction of sound or images; Installation, maintenance or repair of furniture; Installation, maintenance or repair of sanitary apparatus; Installation, maintenance or repair of television equipment; Installation, maintenance or repair of tents; Organization or consulting in relation to cleaning of venues before or after events; Organization or consulting in relation to construction or erection of exhibition stands, stages or booths; Organization or consulting in relation to installation, maintenance or repair of furniture; Organization or consulting in relation to installation, maintenance or repair of television equipment; Organization or consulting in relation to installation, maintenance or repair of apparatus for recording, transmission or reproduction of sound or images; Organization or consulting in relation to installation, maintenance or repair of sanitary apparatus; Organization or consulting in relation to installation, maintenance or repair of tents.*

Class 41: *Education; providing of training; Conducting of educational events; consulting in relation to dance events or discos; consulting in relation to sporting events; consulting of music concerts, festivals, tours or other musical or cultural performances, events or activities; consulting in relation to arranging of film events, musical events, cultural or sporting events or live entertainment events; consulting in relation to conducting entertainment events, cultural events, live sports events, educational events, or entertainment or cultural activities; consulting in relation to conducting of cultural events; consulting in relation to conducting of educational events; consulting in relation to conducting of entertainment events; consulting in relation to conducting of live entertainment events or film festivals; consulting in relation to entertainment services in the nature of stage productions or cabarets; consulting in relation to music entertainment services; consulting in relation to party planning services [entertainment]; consulting in relation to photography services; Photography services; Photography.*

ANNEX 2

UK registration no. 3078855

Class 35: *Advertising; business management; business administration; office functions; Advisory services relating to the operation of franchises; Business advice or consultancy relating to franchising; Business advice relating to franchising; Business management assistance in the field of franchising; Consulting, organization or promotion of special events; Event marketing services; Event marketing; Price quotations for goods or services; The bringing together, for the benefit of others, of: Advertising, business management, business administration, office functions, Advisory services relating to the operation of franchises, Arranging of film events, musical events, cultural or sporting events or live entertainment events, Bar information services, Bar or catering services, Bar services, Building construction, repair, installation services, Business advice or consultancy relating to franchising, Business advice relating to franchising, Business catering services, Business management assistance in the field of franchising, Carpet rental, Catering services for conference centers, Catering services for educational establishments, Catering services for hospitality suites, Catering services, Catering, Cleaning of venues before or after events, Coffee bars, Conducting entertainment events, cultural events, live sports events, educational events, or entertainment or cultural activities, Conducting of cultural events, Conducting of educational events, Conducting of entertainment events, Conducting of live entertainment events or film festivals, Construction or erection of exhibition stands, stages or booths, Consulting, organization or promotion of special events, Education, providing of training, entertainment, sporting or cultural activities, Entertainment services in the nature of stage productions or cabarets, Event marketing services, Event marketing, Food or drink catering for banquets, Food or drink catering for cocktail parties, Food or drink catering, Furniture storage, Installation, maintenance or repair of apparatus for recording, transmission or reproduction of sound or images, Installation, maintenance or repair of furniture, Installation, maintenance or repair of sanitary apparatus, Installation, maintenance or repair of television equipment, Installation, maintenance or repair of tents, Juice bars, Leasing of energy generating equipment, Legal services, security services for the protection of property or individuals, personal or social services rendered by others to meet the needs of individuals, Marquee hire, Marquee rental, Medical services, veterinary services, hygienic or beauty care for human beings or animals, agriculture, horticulture or forestry services, Mobile catering services, Monitoring of security systems, Music entertainment services, Off-premises catering services, Organisation of dance events or discos, Organisation of sporting events, Organisation or consulting in relation to dance events or discos, Organisation or consulting in relation to sporting events, Organisation, consulting, production, presentation or conducting of music concerts, festivals, tours or other musical or cultural performances, events or activities, Organisation, production, presentation or conducting of music concerts, festivals, tours or other musical or cultural performances, events or activities, Organization or consulting in relation to arranging of film events, musical*

events, cultural or sporting events or live entertainment events, Organization or consulting in relation to bar information services, Organization or consulting in relation to bar or catering services, Organization or consulting in relation to bar services, Organization or consulting in relation to business catering services, Organization or consulting in relation to carpet rental, Organization or consulting in relation to catering services for conference centers, Organization or consulting in relation to catering services for educational establishments, Organization or consulting in relation to catering services for hospitality suites, Organization or consulting in relation to catering services, Organization or consulting in relation to catering, Organization or consulting in relation to cleaning of venues before or after events, Organization or consulting in relation to coffee bars, Organization or consulting in relation to conducting entertainment events, cultural events, live sports events, educational events, or entertainment or cultural activities, Organization or consulting in relation to conducting of cultural events, Organization or consulting in relation to conducting of educational events, Organization or consulting in relation to conducting of entertainment events, Organization or consulting in relation to conducting of live entertainment events or film festivals, Organization or consulting in relation to construction or erection of exhibition stands, stages or booths, Organization or consulting in relation to entertainment services in the nature of stage productions or cabarets, Organization or consulting in relation to food or drink catering for banquets, Organization or consulting in relation to food or drink catering for cocktail parties, Organization or consulting in relation to food or drink catering, Organization or consulting in relation to installation, maintenance or repair of furniture, Organization or consulting in relation to installation, maintenance or repair of television equipment, Organization or consulting in relation to installation, maintenance or repair of apparatus for recording, transmission or reproduction of sound or images, Organization or consulting in relation to installation, maintenance or repair of sanitary apparatus, Organization or consulting in relation to installation, maintenance or repair of tents, Organization or consulting in relation to juice bars, Organization or consulting in relation to leasing of energy generating equipment, Organization or consulting in relation to marquee hire, Organization or consulting in relation to marquee rental, Organization or consulting in relation to mobile catering services, Organization or consulting in relation to monitoring of security systems, Organization or consulting in relation to music entertainment services, Organization or consulting in relation to off-premises catering services, Organization or consulting in relation to outside catering, Organization or consulting in relation to party planning services [entertainment], Organization or consulting in relation to photography services, Organization or consulting in relation to photography, Organization or consulting in relation to planning or arranging of wedding ceremonies, Organization or consulting in relation to providing facilities for fairs or exhibitions, Organization or consulting in relation to providing food or drink catering services for sports events, concerts, conventions or exhibitions, Organization or consulting in relation to providing portable toilets for events, Organization or consulting in relation to refrigerator rental, Organization or consulting in relation to rental of banquet or social function facilities for special occasions, Organization or consulting in relation to rental of bar equipment, Organization or consulting in relation to rental of barbeque equipment,

Organization or consulting in relation to rental of bbq equipment, Organization or consulting in relation to rental of beverage fountains, Organization or consulting in relation to rental of chafing dishes or serving dishes, Organization or consulting in relation to rental of chairs, tables, table linen, glassware, Organization or consulting in relation to rental of chocolate fountains, Organization or consulting in relation to rental of conference rooms, Organization or consulting in relation to rental of cooking apparatus, Organization or consulting in relation to rental of cotton candy making machines, Organization or consulting in relation to rental of crockery, Organization or consulting in relation to rental of cutlery, Organization or consulting in relation to rental of drink dispensing machines, Organization or consulting in relation to rental of drinking water coolers, Organization or consulting in relation to rental of electric power generators, Organization or consulting in relation to rental of energy generating equipment, Organization or consulting in relation to rental of equipment, apparatus or stage scenery for theatrical sets or television studios, Organization or consulting in relation to rental of fair ground apparatus, Organization or consulting in relation to rental of fair stands, Organization or consulting in relation to rental of flooring, Organization or consulting in relation to rental of food service equipment, Organization or consulting in relation to rental of freezers for commercial purposes, Organization or consulting in relation to rental of freezers for household use, Organization or consulting in relation to rental of freezers, Organization or consulting in relation to rental of function rooms for birthday parties, Organization or consulting in relation to rental of function rooms for wedding receptions, Organization or consulting in relation to rental of function rooms, Organization or consulting in relation to rental of generators, Organization or consulting in relation to rental of glassware, Organization or consulting in relation to rental of kitchen worktops for preparing food for immediate consumption, Organization or consulting in relation to rental of lighting apparatus for car parks, Organization or consulting in relation to rental of lighting apparatus for decorating private residences, Organization or consulting in relation to rental of lighting apparatus for public parks, Organization or consulting in relation to rental of lighting apparatus other than for theatrical sets or television studios, Organization or consulting in relation to rental of portable buildings, Organization or consulting in relation to rental of portable toilets, Organization or consulting in relation to rental of refrigerator-freezers for household or commercial use, Organization or consulting in relation to rental of refrigerators for commercial purposes, Organization or consulting in relation to rental of refrigerators, Organization or consulting in relation to rental of rooms for holding functions, conferences, conventions, exhibitions, seminars or meetings, Organization or consulting in relation to rental of rugs, Organization or consulting in relation to rental of sound and visual equipment, Organization or consulting in relation to rental of sound or visual equipment, Organization or consulting in relation to rental of sound recordings, Organization or consulting in relation to rental of stage scenery, Organization or consulting in relation to rental of tableware, Organization or consulting in relation to rental of tableware, silverware, dishes, or table accessories for special events, Organization or consulting in relation to rental of temporary accommodation, Organization or consulting in relation to rental of tents, Organization or consulting in relation to rental of tiled flooring,

Organization or consulting in relation to rental of transportable buildings, Organization or consulting in relation to rental of units for dispensing heated or chilled beverages, other than vending machines, Organization or consulting in relation to rental of vehicles for events, Organization or consulting in relation to rental of wedding chuppahs, Organization or consulting in relation to rental of wedding mandaps, Organization or consulting in relation to rental or leasing of lighting apparatus or lighting systems for use in municipality lighting or public events, Organization or consulting in relation to salad bars, Organization or consulting in relation to security consultancy, Organization or consulting in relation to security guard services, Organization or consulting in relation to security guarding for facilities, Organization or consulting in relation to snack bars, Organization or consulting in relation to transportation services in relation to events, Organization or consulting in relation to transporting furniture, Organization or consulting in relation to wedding chapel services, Organization or consulting in relation to wine bars, Outside catering, Party planning services [entertainment], Photography services, Photography, Planning or arranging of wedding ceremonies, Price quotations for goods or services, Providing facilities for fairs or exhibitions, Providing food or drink catering services for sports events, concerts, conventions or exhibitions, Providing portable toilets for events, Refrigerator rental, Rental of banquet or social function facilities for special occasions, Rental of bar equipment, Rental of barbecue equipment, Rental of bbq equipment, Rental of beverage fountains, Rental of chafing dishes or serving dishes, Rental of chairs, tables, table linen, glassware, Rental of chocolate fountains, Rental of conference rooms, Rental of cooking apparatus, Rental of cotton candy making machines, Rental of crockery, Rental of cutlery, Rental of drink dispensing machines, Rental of drinking water coolers, Rental of electric power generators, Rental of energy generating equipment, Rental of equipment, apparatus or stage scenery for theatrical sets or television studios, Rental of fair ground apparatus, Rental of fair stands, Rental of flooring, Rental of food service equipment, Rental of freezers for commercial purposes, Rental of freezers for household use, Rental of freezers, Rental of function rooms for birthday parties, Rental of function rooms for wedding receptions, Rental of function rooms, Rental of generators, Rental of glassware, Rental of kitchen worktops for preparing food for immediate consumption, Rental of lighting apparatus for car parks, Rental of lighting apparatus for decorating private residences, Rental of lighting apparatus for public parks, Rental of lighting apparatus other than for theatrical sets or television studios, Rental of portable buildings, Rental of portable toilets, Rental of refrigerator-freezers for household or commercial use, Rental of refrigerators for commercial purposes, Rental of refrigerators, Rental of rooms for holding functions, conferences, conventions, exhibitions, seminars or meetings, Rental of rugs, Rental of sound recordings, Rental of stage scenery, Rental of tableware, Rental of tableware, silverware, dishes, or table accessories for special events, Rental of temporary accommodation, Rental of tents, Rental of tiled flooring, Rental of transportable buildings, Rental of units for dispensing heated or chilled beverages, other than vending machines, Rental of vehicles for events, Rental of wedding chuppahs, Rental of wedding mandaps, Rental or leasing of lighting apparatus or lighting systems for use in municipality lighting or public events, Salad bars, Security consultancy, Security guard services, Security guarding for facilities, Services for providing

food or drink, temporary accommodation, Snack bars, Transport, packaging or storage of goods, travel arrangement, Transportation services in relation to events, Transporting furniture, Treatment of materials, Wedding chapel services, Wine bars, enabling customers to conveniently view and purchase those services.

Class 37: *Building construction; Repair of bars, catering items, carpets, offices, film, music equipment, cultural equipment, sporting equipment, live entertainment equipment, film equipment, bar equipment, catering equipment, educational equipment, equipment to conduct live entertainment events or film festivals, equipment for catering services for hospitality suites, catering services, catering, cleaning of venues before or after events, coffee bars, conducting entertainment events, cultural events, live sports events, educational events, or entertainment or cultural activities, conducting of cultural events, conducting of educational events, equipment for conducting of entertainment events, conducting of live entertainment events or film festivals, construction or erection of exhibition stands, stages or booths, consulting, organization or promotion of special events, education, providing of training, entertainment, sporting or cultural activities, entertainment services in the nature of stage productions or cabarets, event marketing services, event marketing, food or drink catering for banquets, food or drink catering for cocktail parties, food or drink catering, furniture storage, recording transmission or reproduction of sound or images machines, maintenance or repair of furniture, repair of sanitary apparatus, repair of television equipment, tents, Juice bars, energy generating equipment, security equipment, marquees, mobile catering machinery, bbq equipment, beverage fountains, chafing dishes or serving dishes, chairs, tables, table linen, glassware, chocolate fountains, cooking apparatus, cotton candy making machines, cutlery, drink dispensing machines, drinking water coolers, electric power generators, energy generating equipment, theatrical sets or television studios, fair ground apparatus, flooring, food service equipment, freezers for commercial purposes, freezers for household use, freezers, generators, glassware, lighting apparatus, portable buildings, sound or visual equipment, vehicles, sound recordings, stage scenery, tents, temporary accommodation, tiled flooring, vending machines, chuppahs, mandaps, lighting apparatus or lighting systems for use in municipality lighting or public events, salad bars, snack bars, furniture; Installation of bars, catering items, carpets, offices, film, music equipment, cultural equipment, sporting equipment, live entertainment equipment, film equipment, bar equipment, catering equipment, educational equipment, equipment to conduct live entertainment events or film festivals, equipment for catering services for hospitality suites, catering services, catering, cleaning of venues before or after events, coffee bars, conducting entertainment events, cultural events, live sports events, educational events, or entertainment or cultural activities, conducting of cultural events, conducting of educational events, equipment for conducting of entertainment events, conducting of live entertainment events or film festivals, construction or erection of exhibition stands, stages or booths, consulting, organization or promotion of special events, education, providing of training, entertainment, sporting or cultural activities, entertainment services in the nature of stage productions or cabarets, event marketing services, event marketing, food or drink catering for*

banquets, food or drink catering for cocktail parties, food or drink catering, furniture storage recording, transmission or reproduction of sound or images machines, maintenance or repair of furniture, repair of sanitary apparatus, repair of television equipment, tents, juice bars, energy generating equipment, security equipment, marquees, mobile catering machinery, bbq equipment, beverage fountains, chafing dishes or serving dishes, chairs, tables, table linen, glassware, chocolate fountains, cooking apparatus, cotton candy making machines, cutlery, drink dispensing machines, drinking water coolers, electric power generators, energy generating equipment, theatrical sets or television studios, fair ground apparatus, flooring, food service equipment, freezers for commercial purposes, freezers for household use, freezers, generators, glassware, lighting apparatus, portable buildings, sound or visual equipment, vehicles, sound recordings, stage scenery, tents, temporary accommodation, tiled flooring, vending machines, chuppahs, mandaps, lighting apparatus or lighting systems for use in municipality lighting or public events, salad bars, snack bars, furniture; Cleaning of venues before or after events; Construction or erection of exhibition stands, stages or booths; Installation, maintenance or repair of apparatus for recording, transmission or reproduction of sound or images; Installation, maintenance or repair of furniture; Installation, maintenance or repair of sanitary apparatus; Installation, maintenance or repair of television equipment; Installation, maintenance or repair of tents; Organization or consulting in relation to cleaning of venues before or after events; Organization or consulting in relation to construction or erection of exhibition stands, stages or booths; Organization or consulting in relation to installation, maintenance or repair of furniture; Organization or consulting in relation to installation, maintenance or repair of television equipment; Organization or consulting in relation to installation, maintenance or repair of apparatus for recording, transmission or reproduction of sound or images; Organization or consulting in relation to installation, maintenance or repair of sanitary apparatus; Organization or consulting in relation to installation, maintenance or repair of tents.

Class 41: *Education; providing of training; entertainment; sporting or cultural activities;*

Arranging of film events, musical events, cultural or sporting events or live entertainment events;

Conducting entertainment events, cultural events, live sports events, educational events, or entertainment or cultural activities;

Conducting of cultural events;

Conducting of educational events;

Conducting of entertainment events;

Conducting of live entertainment events or film festivals;

Entertainment services in the nature of stage productions or cabarets;

Music entertainment services;

Organisation of dance events or discos;

Organisation of sporting events;

Organisation or consulting in relation to dance events or discos;

Organisation or consulting in relation to sporting events;

Organisation, consulting, production, presentation or conducting of music concerts, festivals, tours or other musical or cultural performances, events or activities;

Organisation, production, presentation or conducting of music concerts, festivals, tours or other musical or cultural performances, events or activities;

Organization or consulting in relation to arranging of film events, musical events, cultural or sporting events or live entertainment events;

Organization or consulting in relation to conducting entertainment events, cultural events, live sports events, educational events, or entertainment or cultural activities;

Organization or consulting in relation to conducting of cultural events;

Organization or consulting in relation to conducting of educational events;

Organization or consulting in relation to conducting of entertainment events;

Organization or consulting in relation to conducting of live entertainment events or film festivals;

Organization or consulting in relation to entertainment services in the nature of stage productions or cabarets;

Organization or consulting in relation to music entertainment services;

Organization or consulting in relation to party planning services [entertainment];

Organization or consulting in relation to photography services;

Organization or consulting in relation to photography;

Organization or consulting in relation to rental of equipment, apparatus or stage scenery for theatrical sets or television studios;

Organization or consulting in relation to rental of sound recordings;

Organization or consulting in relation to rental of stage scenery;

Party planning services [entertainment];

Photography services;

Photography;

Rental of equipment, apparatus or stage scenery for theatrical sets or television studios;

Rental of sound recordings;

Rental of stage scenery.

Class 43 : *Services for providing food or drink; temporary accommodation; Bar information services; Bar or catering services; Bar services; Business catering services; Carpet rental; Catering services for conference centers; Catering services for educational establishments; Catering services for hospitality suites; Catering services; Catering; Coffee bars; Food or drink catering for banquets; Food or drink catering for cocktail parties; Food or drink catering; Juice bars; Marquee hire; Marquee rental; Mobile catering services; Off-premises catering services; Organization or consulting in relation to bar information services; Organization or consulting in relation to bar or catering services; Organization or consulting in relation to bar services; Organization or consulting in relation to business catering services; Organization or consulting in relation to carpet rental; Organization or consulting in relation to catering services for conference centers; Organization or consulting in relation to catering services for educational establishments; Organization or consulting in relation to catering services for hospitality suites; Organization or consulting in relation to catering services; Organization or consulting in relation to*

catering; Organization or consulting in relation to coffee bars; Organization or consulting in relation to food or drink catering for banquets; Organization or consulting in relation to food or drink catering for cocktail parties; Organization or consulting in relation to food or drink catering; Organization or consulting in relation to juice bars; Organization or consulting in relation to marquee hire; Organization or consulting in relation to marquee rental; Organization or consulting in relation to mobile catering services; Organization or consulting in relation to off-premises catering services; Organization or consulting in relation to outside catering; Organization or consulting in relation to providing facilities for fairs or exhibitions; Organization or consulting in relation to providing food or drink catering services for sports events, concerts, conventions or exhibitions; Organization or consulting in relation to rental of banquet or social function facilities for special occasions; Organization or consulting in relation to rental of bar equipment; Organization or consulting in relation to rental of barbecue equipment; Organization or consulting in relation to rental of bbq equipment; Organization or consulting in relation to rental of beverage fountains; Organization or consulting in relation to rental of chafing dishes or serving dishes; Organization or consulting in relation to rental of chairs, tables, table linen, glassware; Organization or consulting in relation to rental of chocolate fountains; Organization or consulting in relation to rental of conference rooms; Organization or consulting in relation to rental of cooking apparatus; Organization or consulting in relation to rental of cotton candy making machines; Organization or consulting in relation to rental of crockery; Organization or consulting in relation to rental of cutlery; Organization or consulting in relation to rental of drink dispensing machines; Organization or consulting in relation to rental of drinking water coolers; Organization or consulting in relation to rental of fair ground apparatus; Organization or consulting in relation to rental of fair stands; Organization or consulting in relation to rental of flooring; Organization or consulting in relation to rental of food service equipment; Organization or consulting in relation to rental of function rooms for birthday parties; Organization or consulting in relation to rental of function rooms for wedding receptions; Organization or consulting in relation to rental of function rooms; Organization or consulting in relation to rental of glassware; Organization or consulting in relation to rental of kitchen worktops for preparing food for immediate consumption; Organization or consulting in relation to rental of lighting apparatus for car parks; Organization or consulting in relation to rental of lighting apparatus for decorating private residences; Organization or consulting in relation to rental of lighting apparatus for public parks; Organization or consulting in relation to rental of lighting apparatus other than for theatrical sets or television studios; Organization or consulting in relation to rental of portable buildings; Organization or consulting in relation to rental of rooms for holding functions, conferences, conventions, exhibitions, seminars or meetings; Organization or consulting in relation to rental of rugs; Organization or consulting in relation to rental of sound and visual equipment; Organization or consulting in relation to rental of sound or visual equipment; Organization or consulting in relation to rental of tableware, silverware, dishes, or table accessories for special events; Organization or consulting in relation to rental of tableware; Organization or consulting in relation to rental of temporary accommodation; Organization or consulting in relation to rental of tents; Organization or consulting in relation to rental of tiled

flooring; Organization or consulting in relation to rental of transportable buildings; Organization or consulting in relation to rental of units for dispensing heated or chilled beverages, other than vending machines; Organization or consulting in relation to rental or leasing of lighting apparatus or lighting systems for use in municipality lighting or public events; Organization or consulting in relation to salad bars; Organization or consulting in relation to snack bars; Organization or consulting in relation to wine bars; Outside catering; Providing facilities for fairs or exhibitions; Providing food or drink catering services for sports events, concerts, conventions or exhibitions; Rental of banquet or social function facilities for special occasions; Rental of bar equipment; Rental of barbeque equipment; Rental of bbq equipment; Rental of beverage fountains; Rental of chafing dishes or serving dishes; Rental of chairs, tables, table linen, glassware; Rental of chocolate fountains; Rental of conference rooms; Rental of cooking apparatus; Rental of cotton candy making machines; Rental of crockery; Rental of cutlery; Rental of drink dispensing machines; Rental of drinking water coolers; Rental of fair ground apparatus; Rental of fair stands; Rental of flooring; Rental of food service equipment; Rental of function rooms for birthday parties; Rental of function rooms for wedding receptions; Rental of function rooms; Rental of glassware; Rental of kitchen worktops for preparing food for immediate consumption; Rental of lighting apparatus for car parks; Rental of lighting apparatus for decorating private residences; Rental of lighting apparatus for public parks; Rental of lighting apparatus other than for theatrical sets or television studios; Rental of portable buildings; Rental of rooms for holding functions, conferences, conventions, exhibitions, seminars or meetings; Rental of rugs; Rental of tableware, silverware, dishes, or table accessories for special events; Rental of tableware; Rental of temporary accommodation; Rental of tents; Rental of tiled flooring; Rental of transportable buildings; Rental of units for dispensing heated or chilled beverages, other than vending machines; Rental or leasing of lighting apparatus or lighting systems for use in municipality lighting or public events; Salad bars; Snack bars; Wine bars; Organization or consulting in relation to rental of wedding chuppahs; Organization or consulting in relation to rental of wedding mandaps; Rental of wedding chuppahs; Rental of wedding mandaps.