

Companies Act 2006

**In the matter of application No 666
By Vistaprint Schweiz GmbH**

**For a change of the company name of registration
No 08225486**

Background, Claims and Defences

1) The company name VISTA PRINT LIMITED ('VPL') has been registered since 24 September 2012 under number 08225486.

2) By an application filed on 26 November 2013, Vistaprint Schweiz GmbH ('VSG') applied for a change of name of this company registration under the provisions of section 69(1)(a) and (b) of the Companies Act 2006 ('the Act').

3) VSG states that it is a member of the international Vistaprint Group of companies, the parent company of which, Vistaprint NV, is listed on the NASDAQ stock exchange. It further states that:

- the Vistaprint Group was founded in 1994 in France and is engaged in the provision of on-line customized marketing products and services which it provides to micro-businesses. The services provided include the provision of proprietary design software enabling customers to create and order personalised professional looking physical and/or digital products using design templates, graphic designs, photographs and illustrations. The range of physical marketing products available for customization encompasses (a) paper based products such as brochures, business cards, announcements, flyers, calendars and headed stationery and (b) non-paper based materials such as banners, calculators, mugs, refrigerator magnets, t-shirts, USB flash drives and rubber stamps. Additional services include the design of custom Facebook Pages, creation of logos, mailing services, website design and search engine optimization.
- the Vistaprint Group's primary business name and trade mark is the name 'VISTAPRINT' which it has registered as a trade mark in over 20 countries. At Annex 2 to the application VSG provides a copy of an intra-group assignment transferring rights in, inter alia, trade mark registrations for the word mark 'VISTAPRINT' and associated goodwill to VSG from Vistaprint Limited, a Bermudan company. The effective date of the assignment is 30 September 2013. One of the marks listed in the schedule is Community Trade Mark Registration 2013225 for the mark 'VISTAPRINT' (which has a filing date of 21 December 2000).
- Given the established reputation and goodwill in VSG's business and its word mark, the syntactically unusual use of the two consecutive words 'vista' and 'print' by it, and the incorporation of the same two words in VPL's name, VSG is concerned that VPL deliberately chose its name to mislead or divert consumers away from the Vistaprint Group or tarnish its reputation.

- From searches undertaken on-line in October 2013, VSG has failed to identify or trace any legitimate or active business operated by VPL under, or by reference to, the name VPL.
- VSG's solicitor wrote to VPL on 14 October 2013 asking the company to provide certain undertakings including an undertaking to change its name. A copy of the letter is provided in Annex 4 to the application. The letter provides a deadline of 28 October 2013 for the requested undertakings to be provided. It continues to state, inter alia, that 'in the absence of your undertaking as requested our client may file an application with the Company Name Tribunal seeking a change to your company's name forthwith...'

4) VSG requested that Mr Keith Williams be joined to the proceedings owing to his position as Director of VPL.

5) VSG requests that the tribunal make an order under section 73 of the Act requiring VPL to change its name to one which is neither, visually nor phonetically identical or similar to the name associated with it which is 'VISTAPRINT' and, in the event that VPL fails to comply with the order, that the tribunal make the change to the VPL's name without its consent. VSG also requests an award of costs.

6) VPL subsequently filed a notice of defence and Mr Williams was joined to the proceedings. In the defence, Mr Williams makes a number of statements. Insofar as his statements are relevant to the matter before me he states, inter alia, the following:

- VPL was properly and legitimately formed for the purposes of conducting a business to supply architects, interior designers, site managers, facility managers, building refurbishers, public arenas and similar with printed vistas for either temporary or permanent use. These are comparatively large items, typically not less than 10ft by 4ft and up to any size which may be required. These can either complement the business conducted or can provide a helpful background e.g. green fields, attractive trees, modern electronic images etc. Mr Williams states that VPL does not therefore trade in the same products as VSG.
- He had never heard of VSG until he received the letter requesting undertakings from VSG's solicitor.
- VPL will continue with its business plans and is not for sale.
- The interests of VSG are not adversely affected to any degree whatever by the existence of, or the operations of, VPL.
- The name of VPL was chosen in good faith as being entirely appropriate for the purposes of the business.
- VPL has incurred substantial start-up costs in preparation for operating.

7) Only VSG filed evidence. Neither side requested a hearing. Only VSG filed written submissions in lieu.

Evidence of VSG

8) VSG's evidence comes from two individuals. The first witness statement is from Mr David Barron, Vice President and Senior IP Counsel at Vistaprint USA Inc, a sister company of VSG. Whilst we bear in mind the content of the statement, we will not summarise it all here, as it consists for the most part, of submission rather than evidence of fact. Mr Barron confirms the statements made in the application regarding the applicant's goodwill and status as a part of the Vistaprint group of

companies. The second witness statement is from Richard Moody, Director and employee of Vistaprint Espana ('VE'), a sister company of VSG. The reason that the evidence comes from an employee of the Spanish member of the Vistaprint Group can be explained by part of Mr Barron's statement, where he states:

'Prior to 2013 our UK customers were supported by our offices in Spain and Holland. In 2013 Vistaprint decided to establish a UK company to service the needs of its growing customer base in the UK, however, when Vistaprint came to register its preferred company name, Vistaprint Limited, it discovered that the name Vista Print had already been registered by the Respondent forcing Vistaprint to select an alternative name.'

The main pertinent facts emerging from Mr Moody's statement are:

- Mr Moody has held the position of Customer Relationship Management Director at VE for more than five years (as at the date of his statement, which is 24 March 2014). In this role, Mr Moody is primarily responsible for all marketing activities pertaining to the Vistaprint customer base undertaken in Europe. (It appears that where Mr Moody refers to 'Vistaprint' he is referring to the 'Vistaprint group' as referred to in the applicant's statement of grounds.)
- Vistaprint has supplied products and services to customers in the UK since at least 2008 and as a result of very active marketing, now has more than 5 million customers based in the UK. Of these customers, approximately 2 million have bought one or more products from Vistaprint within the 12 months prior to the date of Mr Moody's statement. The majority of customers are small or micro-businesses but Vistaprint also provide services to larger organizations.
- Vistaprint's customers span a very wide range of businesses from accountants, architects, builders, construction companies, developers, facilities and project managers through to consultants, beauticians, cake decorators and customers placing orders in a personal capacity.
- The product range offered by Vistaprint is very broad, ranging from business cards to large scale lawn signs (signs used on hoarding or outside premises), banners, photo albums, calendars, personalised mugs and clothing.
- The total gross revenue generated by UK sales over the period of 5 years prior to the date of Mr Moody's statement was in excess of £260 million.
- Since 2007, when Mr Moody joined Vistaprint, the company engaged in both online and off-line promotional activities. Online activities include sponsored advertising via Internet search engines such as Google, direct e-mail to existing and potential customers, online display (as pop-up advertisements) and advertising via affiliates. At Exhibit RM1, Mr Moody provides examples of emails that have been sent by Vistaprint to existing customers in the UK during 2013. He states that Vistaprint usually sends at least 14 mail-shots per month to existing customers highlighting special offers. The exhibit contains a number of e-mails carrying various dates between February and December 2013, advertising a number of different customized products for sale in pounds sterling such as personalised mugs, business cards, t-shirts, lawn signs, posters, postcards, banners, calendars and magnets. The following is clearly visible in the body of each e-mail, at the top left hand side:



- At Exhibit RM2, Mr Moody provides samples of e-mails which he states were sent to recipients who were not previous customers of Vistaprint, in conjunction with third-party organisations such as ePHOTOzine, Maximail and Net Offers. He states that e-mails of this kind are sent to databases ranging from 100,000 to 1,000,000 prospect customers. The exhibit contains a number of e-mails dated between January and November 2013 advertising various goods for sale in pounds sterling such as business cards, stamps, personalised mugs, t-shirts and calendars. The following is clearly visible at the bottom of every e-mail:



- Off-line promotional activities in the UK include insert activities (the placement of paper advertisements within a range of publications or within packaging), press advertising, direct mail and (since 2011) television advertising. On an annual basis, Vistaprint spends more than approximately 20 million Euros on advertising directed at the UK market across both online and off-line channels. At Exhibit RM3 Mr Moody provides, what he states are, two examples of typical inserts placed in packaging. The exhibit shows advertisements for special offers on business cards showing the following in the bottom right hand corner:



- As a result of Vistaprint's extensive marketing activities, especially television advertising, recognition of the brand name Vistaprint in the UK has grown in recent years and awareness is currently strong, comparing very favourably with more traditional high street providers of printing services such as Staples and Ryman and mail order operators like Viking and is significantly greater than other digital printing service providers such as printing.com and moo.com.

That completes our summary of the evidence insofar as we consider it necessary.

Decision

9) Section 69 of the Act states:

‘(1) A person (“the applicant”) may object to a company’s registered name on the ground—

(a) that it is the same as a name associated with the applicant in which he has goodwill, or

(b) that it is sufficiently similar to such a name that its use in the United Kingdom would be likely to mislead by suggesting a connection between the company and the applicant.

(2) The objection must be made by application to a company names adjudicator (see section 70).

(3) The company concerned shall be the primary respondent to the application.

Any of its members or directors may be joined as respondents.

(4) If the ground specified in subsection (1)(a) or (b) is established, it is for the respondents to show—

(a) that the name was registered before the commencement of the activities on which the applicant relies to show goodwill; or

(b) that the company—

(i) is operating under the name, or

(ii) is proposing to do so and has incurred substantial start-up costs in preparation, or

(iii) was formerly operating under the name and is now dormant; or

(c) that the name was registered in the ordinary course of a company formation business and the company is available for sale to the applicant on the standard terms of that business; or

(d) that the name was adopted in good faith; or

(e) that the interests of the applicant are not adversely affected to any significant extent.

If none of those is shown, the objection shall be upheld.

(5) If the facts mentioned in subsection (4)(a), (b) or (c) are established, the objection shall nevertheless be upheld if the applicant shows that the main purpose of the respondents (or any of them) in registering the name was to obtain money (or other consideration) from the applicant or prevent him from registering the name.

(6) If the objection is not upheld under subsection (4) or (5), it shall be dismissed.

(7) In this section “goodwill” includes reputation of any description.’

Does the applicant have the requisite goodwill or reputation in the name relied upon?

10) The applicant must establish that it has goodwill or reputation in relation to a name that is the same, or sufficiently similar to that of the respondent's company name, suggesting a connection between the company and the applicant. If this burden is fulfilled it is necessary to consider if the respondent can rely upon any of the defences under section 69(4) of the Act. The relevant date is the date of application which, in this case, is 26 November 2013. VSG must show that it had goodwill or reputation at this date in the name relied upon, which is 'VISTAPRINT'.

11) Since section 69(7) defines goodwill as a 'reputation of any description', in the terms of the Act it is not limited to Lord Macnaghten's classic definition in *IRC v Muller & Co's Margarine Ltd* [1901] AC 217:

'What is goodwill? It is a thing very easy to describe, very difficult to define. It is the benefit and advantage of the good name, reputation and connection of a business. It is the attractive force which brings in custom. It is the one thing which distinguishes an old-established business from a new business at its first start. The goodwill of a business must emanate from a particular centre or source. However widely extended or diffused its influence may be, goodwill is worth nothing unless it has power of attraction sufficient to bring customers home to the source from which it emanates. Goodwill is composed of a variety of elements. It differs in its composition in different trades and in different businesses in the same trade. One element may preponderate here and another element there. To analyse goodwill and split it up into its component parts, to pare it down as the Commissioners desire to do until nothing is left but a dry residuum ingrained in the actual place where the business is carried on while everything else is in the air, seem to me to be as useful for practical purposes as it would be to resolve the human body into the various substances of which it is said to be composed. The goodwill of a business is one whole, and in a case like this it must be dealt with as such. For my part, I think that if there is one attribute common to all cases of goodwill it is the attribute of locality. For goodwill has no independent existence. It cannot subsist by itself. It must be attached to a business. Destroy the business, and the goodwill perishes with it, though elements remain which may perhaps be gathered up and be revived again.'

12) In the above definition, reference is made to locality. A key difference, in English law, between goodwill and reputation is that goodwill is situated in the jurisdiction. It is possible to have a reputation in a jurisdiction but if there is, or has been, no business in the jurisdiction then there is no goodwill. Under the terms of the Act goodwill encompasses reputation at large and so does not need to be situated in the jurisdiction. It is clear from the wording of section 69(1)(b), when read in conjunction with section 69(1)(a), that the use that would give rise to indicate a connection between the company and the applicant is use of the company name in the UK. It is implicit from this that any reputation (even if the applicant has no goodwill in the UK) can only be relevant if it is in the UK. This does not mean that it is necessary for VSG to show that it has a business located in the UK. What is important is that it had goodwill or reputation in the name 'VISTAPRINT' in the UK at the date of application, 26 November 2013.

13) Mr Moody's unchallenged evidence is that the Vistaprint Group has been supplying products and services to customers in the UK, by reference to the name 'Vistaprint' since at least 2008, it has more than 5 million customers in the UK (including both businesses and the general public) and the total gross revenue generated by UK sales over the period of 5 years, prior to the date of Mr Moody's statement, was in excess of £260 million. It is not clear what proportion of these figures are attributable to VSG alone (as opposed to the Vistaprint Group at large) and the exhibited evidence of use of the name 'Vistaprint' is not overwhelming. VSG, as part of the Vistaprint Group, is entitled to rely on the name as it has a share in the goodwill and reputation of Vistaprint Group as a whole. Taking the evidence in the round, and bearing in mind that it has not been challenged by the respondent (indeed, no comments at all have been filed by the latter in response to the evidence), we come to the view that it is sufficient to show that VSG had goodwill by reference to the name relied upon, at the relevant date. The goodwill relates to the provision of various customized/personalised products including business cards, calendars, mugs, t-shirts, banners and lawn signs.

Are the respective names the same or similar?

14) As a company designation is a necessity for a registered company, the "LIMITED" element of the company name does not have a bearing upon the issue before us.¹ The comparison to be made is, therefore, between 'VISTAPRINT' and 'VISTA PRINT'. The absence of a space between the words 'VISTA' and 'PRINT' in the name associated with the applicant's goodwill do not prevent the names being identical; they are merely alternate presentations of the same name. The names are, therefore, the same. Even if we are wrong on that then the difference is so minor that it is an inevitable conclusion that the names are sufficiently similar to mislead by suggesting a connection between the company and the applicant. As the ground specified in subsection 69(1) is therefore established, the onus switches to the respondent to establish whether it can rely on any of the defences pleaded in the counterstatement.

Defences

15) In the notice of defence, Mr Williams states, inter alia, the following:

'The British company Vista Print Limited was properly and legitimately formed for the purposes of conducting a business to supply architects, interior designers, site managers, facility managers, building refurbishers, public arenas and similar with printed vistas for either temporary or permanent use.

...

The interests of The Applicant are not adversely affected to any degree whatever by the existence of, or operation of, The Respondent company.

...

The name of the British company Vista Print Limited was chosen in good faith as being entirely appropriate for the purposes of the business. The British

¹ See by analogy the decision of the adjudicators in *MB Inspection Limited v Hi-Rope Limited* [2010] RPC 18.

company Vista print Limited has incurred substantial start-up costs in preparation for operating." (my emphasis)

16) It is clear that Mr Williams considers that the company name was registered in good faith, that the company name does not affect the applicant's interests to any significant extent and that it has incurred substantial start-up costs. These represent potential defences under section 69(4)(b),(d) and (e) of the Act; there are no claims to the defences under section 69(4)(a) or (c). It is to be noted that section 69(4) of the Act states:

'if the ground specified in subsection (1)(a) or (b) is established, it is for the respondents to show...[that the defences apply]'.

The word 'show', rather than 'state', indicates that proof must be provided. The counterstatement is for the purpose of 'stating' whether a claim is admitted, not admitted, or denied. Evidence is for the purpose of 'showing' that something is, or is not, true. The respondent has filed no evidence in these proceedings.

Defence under section 69(4)(b)(ii) – the respondent has incurred substantial start-up costs in preparation for operating

17) Mr Williams' claim that VPL has incurred substantial start-up costs in preparation for operating is a bare assertion which has not been supported by any corroborative evidence. **Accordingly, the respondent has not established that it can rely upon section 69(4)(b)(ii) of the Act. This defence is dismissed.**

Defence under section 69(4)(d) – the name was adopted in good faith

18) The issue of good faith turns upon the respondent's motivation and knowledge when the company was registered under the name that is being challenged. In this case this is the date of incorporation, 24 September 2012. Actions after this date may be indicative of the motivation and knowledge of the respondent. However, they cannot change the nature of the act. The burden is on the respondent to establish that the company name was registered in good faith; it is not upon the applicant to establish that it was registered in bad faith.

19) In *1) Adnan Shaaban Abou-Rahmah (2) Khalid Al-Fulaij & Sons General Trading & Contracting Co v (1) Al-Haji Abdul Kadir Abacha (2) Qumar Bello (3) Aboubakar Mohammed Maiga (4) City Express Bank of Lagos (5) Profile Chemical Limited* Rix LJ commented upon the concept of good faith:

'48 The content of this requirement of good faith, or what Lord Goff in *Lipkin Gorman* had expressed by reference to it being "inequitable" for the defendant to be made to repay, was considered further in *Niru Battery*. There the defendant bank relied on change of position where its manager had authorised payment out in questionable circumstances, where he had good reason to believe that the inwards payment had been made under a mistake. The trial judge had (a) acquitted the manager of dishonesty in the *Twinsectra* or *Barlow Clowes* sense on a claim of knowing assistance in breach of trust, but (b) concluded that the defence of change of position had failed. On appeal the defendant bank said that, in the absence of dishonesty, its change of position defence should have succeeded. After a consideration of numerous authorities, this court disagreed and adopted the trial judge's broader test,

cited above. Clarke LJ quoted with approval (at paras 164/5) the following passages in Moore-Bick J's judgment:

"I do not think that it is desirable to attempt to define the limits of good faith; it is a broad concept, the definition of which, in so far as it is capable of definition at all, will have to be worked out through the cases. In my view it is capable of embracing a failure to act in a commercially acceptable way and sharp practice of a kind that falls short of outright dishonesty as well as dishonesty itself."

20) In (1) *Barlow Clowes International Ltd. (in liquidation)* (2) *Nigel James Hamilton and (3) Michael Anthony Jordon v (1) Eurotrust International Limited (2) Peter Stephen William Henwood and (3) Andrew George Sebastian* the Privy Council considered the ambiguity in the *Twinsectra Ltd v Yardley* [2002] 2 AC 164 judgment. The former case clarified that there was a combined test for considering the behaviour of a party: what the party knew at the time of a transaction and how that party's action would be viewed by applying normally acceptable standards of honest conduct.

21) In *Harrisons Trade Mark Application ("Chinawhite")* [2004] FSR 13 Pumfrey J commented:

'14 Mr Engelman's argument was a direct challenge to the hearing officer's approach to the question of good faith, but he also objected that it was not open to the hearing officer to infer bad faith from the facts, which he maintained was contrary to the decision of the Court of Appeal in *Davy v Garrett* (1878) 7 Ch D 473 at 489. This I think is a misapprehension as to the scope of the decision in *Davy v Garrett*. That case was dealing with fraud in a different context. In this field context is everything. The words "bona fide" or "good faith" are what are sometimes called chameleon words and take their content and their colour from their surroundings. Once the hearing officer had decided that the correct approach was that which I think he may well have been bound to accept, it was open to him to find that objectively the behaviour of the application did not satisfy the second half of the formulation. The word "inference" itself has a wide meaning, as Robert Walker L.J. demonstrates in *REEF Trade Mark* [2003] R.P.C. 5. This was not a question of drawing an inference at all. It was a question of coming to a secondary finding of fact on all the material. I do not consider that the hearing officer's decision is open to challenge on this ground and the appeal must accordingly be dismissed.'

22) In the notice of defence, Mr Williams states that he 'had never heard of [VSG]' until he received a letter from their solicitor requesting undertakings (which we understand to be the same letter attached to the applicant's statement of grounds at Annex 4, dated 14 October 2013). He also states that the company name was chosen because it is 'entirely appropriate for the purposes of the business'. He does not, however, provide any further explanation or evidence beyond these statements to explain why that particular name was chosen. As Mr Williams has gone to the trouble of registering a company under a particular name, it is reasonable to expect that there would be planning documents, business plans and other material relating to the intentions and plans of the business or, at the very least, witness statements from others regarding discussions about the nature of the proposed business. Documentation of such a nature may have assisted in working out whether or not the

name was adopted in good faith. Nothing has been furnished, not even proof that the company, in choosing the name, went on to trade using the company name, which was registered over a year prior to the application being made. Nor is there any evidence of start-up costs which might explain what has been happening in the intervening year. In the absence of evidence to support Mr Williams' assertions, we find that VPL has failed to discharge the burden upon it to show that the name was adopted in good faith. **The respondent has not established that it can rely upon section 69(4)(d) of the Act. This defence is dismissed.**

Defence under section 69(4)(e) - that the interests of the applicant are not adversely affected to any significant extent.

23) Section 69(4)(e) of the Act gives a defence if the interests of the applicant are not adversely affected to any significant extent. The terms of the defence are written in the present tense. An application to the tribunal can be made at any time. There is no time limit to lodge an objection to a company name. An application could be made where at the time of the registration of the company name the interests of the applicant were adversely affected, however, by the time of the application they no longer are. It would be perverse to deny a defence that relates to the position at the date of the application, where the ill had already been cured. In relation to section 69(4)(e) the matter should be judged at the date of filing of the application - in this case, 26 November 2013.

24) To adversely affect the interests of the applicant to any significant extent, the company name must do more than just sit on the register at Companies House. In this case, the adverse effect must relate to the potential use of the company name in business.

25) We have already found that VSG had goodwill by reference to the name 'VISTAPRINT' at the relevant date and that this goodwill is in relation to the provision of various customized/personalised products including business cards, calendars, mugs, t-shirts, banners and lawn signs. In order to test whether or not the applicant's interests will or will not be adversely affected to any significant extent it is necessary to consider what the position would be should the respondent begin operating under its name, VISTA PRINT LIMITED.

26) Under section 855(1)(b) of the Act a company is only required to list its **principal** business activities. The nature of the business recorded for the company does not restrict it to this principal business activity. VPL is therefore not limited to 'Other business support service activities not elsewhere classified'. In the notice of defence, Mr Williams asserts that he does not intend to trade in the same products as VSG, describing his intended products as being 'printed vistas' which are 'comparatively large items, typically not less than 10ft by 4ft and up to any size which may be required'. However, to our minds, given the nature of the applicant's business and its related goodwill, as established by its evidence, it is clear that the respective areas of trade are highly similar, if not identical. It is to be noted that the applicant's evidence shows that it trades in various printed products, including, for example, lawn signs and banners which are clearly highly similar to the products in which VPL states that it proposes to trade. Bearing this in mind, together with our finding that the contested company name is very similar, if not identical, to the name upon which the applicant has established goodwill, the impact on the applicant's business would,

in our view, be both real and significant. For instance, use by the respondent which diverts potential customers from the applicant to the respondent, or on goods or services provided by the respondent which are inferior to those provided by the applicant, are all, in our view, likely adversely to affect the applicant to a significant extent. **It follows that the respondent's defence based upon section 69(4)(e) is also dismissed.**

Outcome

27) As VPL cannot benefit from any of the defences under section 69(4) of the Act VSG's application succeeds.

28) In accordance with section 73(1) of the Act, the following order is made:

(a) VISTA PRINT LIMITED shall change its name within one month of the date of this order to one that is not an offending name;²

(b) VISTA PRINT LIMITED and Mr Keith Williams shall:

- (i) take such steps as are within their power to make, or facilitate the making, of that change;
- (ii) not cause or permit any steps to be taken calculated to result in another company being registered with a name that is an offending name.

29) If no such change is made within one month of the date of this order, a new company name will be determined as per section 73(4) of the Act and notice will be given of that change under section 73(5) of the Act.

30) All respondents, including individual co-respondents, have a legal duty under Section 73(1)(b)(ii) of the Companies Act 2006 not to cause or permit any steps to be taken calculated to result in another company being registered with an offending name; this includes the current company. Non-compliance may result in an action being brought for contempt of court and may result in a custodial sentence.

Costs

31) Vistaprint Schweiz GmbH, having been successful, is entitled to a contribution towards its costs. The Tribunal normally awards costs on a contributory basis, set out in the scale of costs in the Tribunal's Practice Direction. In its submissions in lieu of a hearing, the applicant requests that costs be awarded on an indemnity basis. However, we do not consider that this is warranted in the circumstances of the case. There is nothing to indicate that the respondent's behaviour has been obstructive, delaying or otherwise unreasonable. We therefore award costs to the applicant based on the usual scale on the following basis:

Preparing a statement and considering the other side's statement	£400
Preparing evidence	£500

² An "offending name" means a name that, by reason of its similarity to the name associated with the applicant in which he claims goodwill, would be likely— to be the subject of a direction under section 67 (power of Secretary of State to direct change of name), or to give rise to a further application under section 69.

Expenses (official fees for CNA1 & CNA3) £550

Total £1450

32) VISTA PRINT LIMITED and Mr Keith Williams (being jointly and severally liable) are ordered to pay Vistaprint Schweiz GmbH the sum of £1450. This sum is to be paid within seven days of the expiry of the appeal period or within seven days of the final determination of this case if any appeal against this decision is unsuccessful.

33) Any notice of appeal against this decision to order a change of company name must be given within one month of the date of this decision. Appeal is to the High Court in England Wales and Northern Ireland and to the Court of Session in Scotland. The tribunal must be advised if an appeal is lodged.

Dated this 23rd day of December 2014

Beverley Hedley
Company Names
Adjudicator

Judi Pike
Company Names
Adjudicator

Christopher Bowen
Company Names
Adjudicator