

[Print of address]

<<Name>>  
<<Title>>  
<<Company Name>>  
<<Company Address>>  
<<Company Address>>  
<<Postcode>>

<<Date>>

Re: '<<Trade Mark>>' owned by <<name of owner>>

Dear <<name>>,

We, <<insert business name>>, <<insert description of activity>> abovementioned registered trade mark, registration number <<insert registration number>> in class(es) <<insert classes>>. The trade mark was first registered by <<insert name and details of original registrant>>] on <<date>> [and <<insert name and details of original assignor>>] by <<insert name and details of assignor>>]. Full details are enclosed in Schedule 1.

[We use our trade mark for <<insert description of activity>>, if relevant>>].

[On <<date>> we became aware of <<insert description of activity>>. We feel that, in light of this, it is necessary for us to discuss the matter further in order to better understand our respective activities. We are not, at this point, accusing you of unlawful infringement but we are of the opinion that further investigation is necessary and would be appreciated.]

We look forward to your response so that the matter can be resolved quickly and without complication.]

OR

[On <<date>> we became aware of <<insert details of alleged infringement>>.  
[Please also refer to the enclosed <<insert details of alleged infringement>>].

We consider that this activity constitutes an infringement of our trade mark. [By using the <<insert description of activity>> trade mark, in relation to identical <<insert description of activity>> mark is registered, you are infringing our trade mark under section 10(1) of the Trade Marks Act 1994] OR [By using the <<insert description of activity>>] to our trade mark, in relation to <<insert description of activity>> those for which our trade mark is registered, you are infringing our trade mark under section 10(2) of the Trade Marks Act 1994]. [Furthermore, our trade mark has a reputation within the UK and you are of the view that your use of the <<insert description of activity>> AND/OR [is detrimental to] the distinctive character of our trade mark under section 10(3) of the Trade Marks Act 1994.] [Further evidence in support of

these allegations is enclosed in Schedule 1.

As our consent to such activities is conditional, if we find your activities unacceptable and/or if we do not receive your response within <<insert period>> days, we will consider that you have not consented to our activities.

If we do not receive your response within <<insert period>> days, we will consider that you have not consented to our activities. If we do not receive your response within 14 days>>:

- a) [Cease all conduct complained of and all alleged infringements.]
- b) [Provide to us full details of the conduct complained of, including the quantities supplied, prices (if applicable), <<insert further information required>>.] **AND/OR**
- c) [Deliver to us any goods and other materials in your possession that fall within the scope of the conduct complained of and to continue to do so and to ensure that no goods and other materials that may fall within that same scope come into your possession within <<insert period, e.g. 14 days>> of the date of this letter.] **AND/OR**
- d) [Use your best endeavours to ensure that your stockholders, purchasers and distributors do not supply or sell any infringing items from their stocks.]
- e) [Deliver to us a written statement confirming that you will desist forthwith from the conduct complained of.]
- f) [Deliver to us a written statement confirming that you will pay to us any and all such damages or profits as may be claimed in respect of the conduct complained of above as may be determined by the court;] **AND/OR**
- g) [Deliver to us a written statement from a properly authorised person confirming that you have fully complied with the obligations set out in part b) are accurate and that the details required under part b) are accurate.]

If we do not receive your response within <<insert period>> days, we will consider that you have not consented to our activities. If we do not receive your response within 14 days>>:

If we do not receive your response within <<insert period>> days, we will consider that you have not consented to our activities. If we do not receive your response within 14 days>>:

If we do not receive your response within <<insert period>> days, we will consider that you have not consented to our activities. If we do not receive your response within 14 days>>:

If we do not receive your response within <<insert period>> days, we will consider that you have not consented to our activities. If we do not receive your response within 14 days>>:

If we do not receive your response within <<insert period>> days, we will consider that you have not consented to our activities. If we do not receive your response within 14 days>>:

If we do not receive your response within <<insert period>> days, we will consider that you have not consented to our activities. If we do not receive your response within 14 days>>:

If we do not receive your response within <<insert period>> days, we will consider that you have not consented to our activities. If we do not receive your response within 14 days>>:

We expect your acknowledgement of our requests by <<insert date>>. If it becomes necessary, we reserve the right to take legal action at any time and without further notice. This may be limited to, an injunction, damages (including legal costs and interest, or delivery up (or destruction) of the offending materials.]

If we do not receive your response within <<insert period>> days, we will consider that you have not consented to our activities. If we do not receive your response within 14 days>>:

Yours faithfully,

<<insert name and position, where appropriate>>