

.nz Dispute Resolution Service

DRS Reference: 1358

Chiptech Limited

v

OutSmart Hub Limited

Key words -

Domain Name

www.smartlifecare.co.nz (“the Disputed Domain Name”)

Identical or similar trade mark or name

Registered mark – similar – visual similarity – phonetical similarity – overall impression
– unregistered mark

Unfair registration

Likely to confuse, mislead or deceive – unfairly disrupting the business of the complainant – pattern of registration

Remedies

Procedure – dismissed

Registrar: Key-Systems GmbH

1. Parties

Complainant:

Chiptech Limited
Abby More
11a Settlers Crescent
Ferrymead
Christchurch
New Zealand

Represented by: Anna Ryan of Lane Neave Lawyers

Respondent:

OutSmart Hub Limited
12 Whitby Crescent
Mairangi Bay
Auckland 0630
New Zealand

Represented by: Sonja Willcox of Outsmart Hub Limited

2. Domain Name/s

www.smartlifecare.co.nz (“the Disputed Domain Name”)

3. Procedural history

- 3.1 The Complaint was lodged on 08 May 2019 and Domain Name Commission (DNC), notified the Respondent of the validated Complaint on 15 May 2019. The domain was locked on 15 May 2019, preventing any changes to the record until the conclusion of these proceedings.
- 3.2 The Respondent filed a Response on 06 June 2019 and the DNC so informed the Complainant on 06 June 2019. The Complainant filed a Reply to the Response on 18 June 2019. The DNC informed the parties on 26 August 2019 that informal mediation had failed to achieve a resolution to the dispute.
- 3.3 The Complainant paid Domain Name Commission Limited the appropriate fee on 16 September 2019 for a decision of an Expert, pursuant to Paragraph 9 of the .nz Dispute Resolution Service Policy (“the Policy”).
- 3.4 Andrew Brown QC, the undersigned, (“the Expert”) confirmed to the DNC on 19 September 2019 that he knew of no reason why he could not properly accept the invitation to act as expert in this case and that he knew of no matters which ought to be drawn to the attention of the parties, which might appear to call into question his independence and/or impartiality.

4. Factual background

- 4.1 The Complainant is a provider of emergency response systems and related monitoring software in New Zealand. It specialises in the elderly care sector. The Complainant provides these services under registered trade mark no. 792718 SMARTCARE (“the Trade Mark”) in respect of computer software in class 9 and has done so since 2008. The trade mark has a deemed registration date of 15 July 2008.
- 4.2 The Complainant operates a New Zealand website at <https://www.chiptech.co.nz>. Its SmartCare® product range can be viewed at <https://www.chiptech.co.nz/products/software/>.
- 4.3 As at the date of this decision, the Complainant is also the owner of the following trade marks and trade mark applications:

New Zealand

TM No.	Status	Depiction	Classes and specifications
1098926	Accepted	SmartCare	9: Medical alert and medical alarm systems; alarms; remotely monitored personal accident and emergency alarms and devices; electronic personal emergency response system consisting of a device worn on or attached to the body; electronic apparatus which provide information about emergency situations; encoded cards; downloadable computer software for remote monitoring and analysis; downloadable cloud computing software; computer software related to medical alarms; computer hardware

			<p>related to medical alarms; computer programmes (including apps) related to medical alarms; application software related to medical alarms, including for use with mobile phones.</p> <p>10: Medical apparatus and instruments; wearable monitoring and measuring equipment for use in hospitals [medical apparatus]; apparatus and equipment for monitoring and recording purposes [medical apparatus]; apparatus and instruments for monitoring patients, including patient monitoring sensors and alarms; alarm management systems for monitoring patients.</p> <p>42: Application service provider (ASP) services for monitoring of medical alarms and personal emergency devices; cloud computing services; software as a service for monitoring of medical alarms and personal emergency devices; software as a service for monitoring GPS location; on-line provision of web-based applications for monitoring of medical alarms and personal emergency devices; on-line provision of web-based software for monitoring of medical alarms and personal emergency devices; design and development of computer software, computer programs, computer software application solutions and computer based networks; provision of cloud based services for fleet management; on-line provision of web-based software (non-downloadable) for fleet management.</p>
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Australia

TM No.	Status	Depiction	Classes and specifications
1287187	Registered	SMARTCARE	9 - Computer software for medical/healthcare data and monitoring companies and support services
1951745	Published: under examination	SmartCare	<p>9: Medical alert and medical alarm systems; alarms; remotely monitored personal accident and emergency alarms and devices; electronic personal emergency response system consisting of a device worn on or attached to the body; encoded cards; downloadable computer software for remote monitoring and analysis; downloadable cloud computing software for use in relation to medical alarm monitoring; computer software related to medical alarm monitoring; computer hardware related to medical alarm monitoring; computer programmes (including apps) related to medical alarm monitoring; application software related to medical alarm monitoring, including for use with mobile phones.</p> <p>10: Wearable monitoring and measuring equipment for use in hospitals (medical apparatus); apparatus and equipment for</p>

			<p>monitoring and recording purposes (medical apparatus); apparatus and instruments for monitoring patients, including patient monitoring sensors and alarms; alarm management systems for monitoring patients.</p> <p>35: Retail and wholesale services relating to computer software; retail and wholesale services relating to medical alarms, personal emergency and monitoring devices; retail and wholesale services relating to medical apparatus and instruments.</p> <p>42: Application service provider (ASP) services; cloud computing services; software as a service for monitoring of medical alarms and personal emergency devices; software as a service for monitoring GPS location; on-line provision of web-based applications; on-line provision of web-based software; provision of cloud based services for fleet management; on-line provision of web-based software (non-downloadable) for fleet management</p>
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- 4.4 The Respondent is the programming and development platform entity that forms part of the Smartlife group of companies including Smartlife Limited, Smartlife Custom Limited, Smartlife Albany Limited, Smartlife Mangawhai Limited, Smartlife Energy Limited, Smartlife Care Limited, Smartlife Security Limited, Smartlife Delivery Limited, Smartlife AV Limited, and Smartlife Labs Limited.
- 4.5 The Smartlife company relevant to the Complaint is Smartlife Care Limited (SLC). The Respondent and SLC share the same director, Robert Wilcox, who owns 100% of the shares in SLC and 30% of the shares in the Respondent. SLC was registered as a New Zealand company on 10 May 2018.
- 4.6 In July 2018, the Complainant became aware that another company (being connected with the Respondent) was using the mark SmartCare as its company name, domain name, and product name in relation to its own emergency response systems and related monitoring software. The Complainant advised the Respondent's associated company of its Trade Mark registration and at that point the associated company changed its name to Smartlife Care Limited (SLC). SLC then applied to register the trade mark SMARTLIFE CARE and SLC's associated company, the Respondent, registered the Disputed Domain Name.
- 4.7 The Complainant requested that SLC cease using Smartlife Care on the basis that there was a risk of confusion presented by the similarities between the Trade Mark and "Smartlife Care". The Respondent has continued to use Smartlife Care in relation to its emergency response care system.
- 4.8 On 22 July 2019, the Complainant and Respondent entered into mediation in relation to the Disputed Domain Name. Initial mediation discussions attempted to address allegations of trade mark infringement, including the use of the Disputed Domain Name. When settlement could not be reached on this basis, the Complainant and the Respondent then negotiated around compensation for the Respondent not using the Disputed Domain Name. Mediation was

unsuccessfully completed on 26 August 2019 with settlement between the parties not being reached.

5. Parties' contentions

a. Complainant

The Complainant's claimed rights

- 5.1 The Complainant relies on New Zealand trade mark registration no. 792718 SMARTCARE in class 9 for "computer software" with a deemed date of registration of 15 July 2008 (the Trade Mark). The Complainant asserts that the Disputed Domain Name is visually and phonetically similar to the Trade Mark. It further contends that the Trade Mark is wholly subsumed in the Disputed Domain Name and that the additional word "life" has potential to be consumed by the surrounding words "Smart" and "Care".
- 5.2 The Complainant also contends that the Disputed Domain Name is conceptually similar to the Trade Mark with each potentially leaving a similar impression in the mind of the consumer. The Complainant contends that "SmartCare" indicates an intelligent and technical solution used in the elderly care industry and that "Smartlife Care" has similar connotations.
- 5.3 The Complainant asserts that it has a strong presence in the elderly care sector in both New Zealand and Australia and that its brand SmartCare is well established in the relevant market. Consequently, and through marketing efforts, the Complainant asserts that it has developed significant goodwill in the Trade Mark. It further asserts that it has exclusive rights to the Trade Mark.

Unfair Registration

- 5.4 The Complainant contends that SLC's use of "SmartCare" and subsequent move to "Smartlife Care" is for the purpose of unfairly disrupting its business and that the adoption of the Disputed Domain Name is an opportunistic attempt to benefit from the goodwill and reputation in its established brand.
- 5.5 In this respect, the Complainant contends that the Disputed Domain Name is visually similar to its Trade Mark and that the marks share conceptual similarities. It therefore submits that use of the Disputed Domain Name "has potential to deceive or cause confusion among s the public and...amounts to trade mark infringement under the Trade Marks Act 2002".
- 5.6 The Complaint asserts further that consumers are likely to be misled or deceived into thinking a connection exists between the Disputed Domain Name, and its associated website, and the Complainant. The Complainant therefore contends that use of the Disputed Domain Name by the Respondent or persons other than itself is likely to cause damage to the business and goodwill of the Complainant in New Zealand and therefore amounts to a breach of the Fair Trading Act 1986 and the tort of Passing Off.
- 5.7 Finally, the Complainant contends that the Respondent is engaged in a pattern of registrations which have a direct correlation to it.

b. Respondent

The Respondent's claimed rights

- 5.8 The Respondent asserts that the Disputed Domain Name is well known in both the national and international business space. It asserts that the Disputed Domain Name has inherent and extensive goodwill attached to it from the Smartlife group of companies.
- 5.9 The Respondent states that when it chose to register the Disputed Domain Name, it did so in good faith and with honest business practice in mind, building on the brand of the Smartlife group of companies. The Respondent accepts that its initial registration of the domain name www.smartcare.co.nz was in breach of the Complainant's rights and so it asserts that in good faith it chose to adopt the Disputed Domain Name and cancel its registration of www.smartcare.co.nz.
- 5.10 The Respondent asserts that the Disputed Domain Name is not visually, aurally or conceptually similar to the Trade Mark and contends that an average consumer is more prone to being drawn to the "SMARTCARE" mark rather than the Disputed Domain Name.
- 5.11 The Respondent also contends that the Complainant will be unable to prove that emergency response system goods fall under the Trade Mark given that it is simply registered in respect of computer software and makes no mention of electronic devices. The Respondent then refers to a second trade mark in the name of the Complainant, namely trade mark no. 109826 for "SmartCare". The Respondent states that this trade mark was registered on 30 July 2018. The Respondent goes on to assert that it has developed new, more technically advanced systems that are across the Smartlife group of companies and appears to suggest that these fall outside the scope of goods against which the Complainant's Trade Mark no. 792718 for SMARTCARE is registered. It therefore appears that the Respondent is suggesting the Complainant should be relying on trade mark no. 109826 for "SmartCare".
- 5.12 The Respondent further contends that the Complainant cannot enforce its right, if any, or have the right to use the words "Smartlife care" or "Smartlifecare". In this respect, it states that the Complainant has not had time to build a reputation or any goodwill in the relevant product market for trade mark no. 109826 for "SmartCare".
- 5.13 The Respondent also contends that the Complainant breaches s 9 of the Fair Trading Act 1986 based on its multiple registrations of the "SmartCare" mark.
- 5.14 The Respondent also contends, with no further explanation, that the Complainant will have difficulty in explaining how its Trade Mark relates to its own domain name www.chiptech.co.nz.

Unfair Registration

- 5.15 The Respondent states that it had no intention of disrupting the Complainant's business activities and that registration of the Disputed Domain Name was not an unfair registration. It relies on the inherent and extensive goodwill attaching to its Smartlife brand and asserts that this is embedded in the Disputed Domain Name.

- 5.16 The Respondent also states that there are technical and functional differences between its product set and the Complainant's products which makes the products substantially different. It therefore contends that there is no misrepresentation.

Alleged Copying

- 5.17 It further states that it presented its own personal alarm product to a target customer in January 2018. It claims that "it is possible that the Complainant created a product to match" the Respondents App. After the Respondent or its associated companies had presented their product to the target customer, they "discovered that the Complainant had listed that they had an App 'under development' with very similar functionality to [the Respondent's] SmartCare App concept on their website."

c. Complainant's Reply

The Complainant's claimed rights

- 5.18 The Complainant states that its primary issue with the Respondent's use of the Disputed Domain Name is the coupling of the word "Smartlife" with the additional word "Care". It states that the additional word "Care" makes the Disputed Domain Name too similar to its Trade Mark. The Complainant also states that it is not attempting to have the Respondent cease using its Smartlife brand but rather is attempting to have the Respondent cease use of the Disputed Domain Name.
- 5.19 In response to the Respondent's statements concerning trade mark no. 109826 SMARTCARE, it states that the Respondent has erred in referring to this as a registered trade mark. As at the date of the Complaint, it was in fact a pending application. The Complainant states that trade mark application no. 109826 for "SmartCare" was filed on 30 July 2018 for the purpose of obtaining further protection for its business in carrying out the provision of goods / services relating to emergency response systems and related monitoring software in New Zealand.
- 5.20 The Complainant maintains that it has rights in the Trade Mark no. 792718 and that this Trade Mark is visually, phonetically and conceptually similar to the Disputed Domain Name by virtue of the use of the words "Smart" and "Care".
- 5.21 The Complainant further states that it relies on Trade Mark no. 792718 for these proceedings as it provides goods under this Trade Mark. In this respect, it states that "computer software" is exactly what it provides. The Complainant asserts that it is expressly clear that the Respondent is supplying the same goods / services which it provides under the Trade Mark. In this respect, the Complainant contends that there is no difference between "software" and "computer software" given that software cannot be provided, utilised or developed without a computer and that it would be unusual to utilise, provide or develop computer software on anything but an electronic device.
- 5.22 The Complainant contends that had the Respondent searched the New Zealand Trade Marks Register, it would have identified the fact that it had rights in the Trade Mark and therefore would have had knowledge of the existence of the Complainant in the market.

- 5.23 The Complainant acknowledges that the Respondent has attempted to differentiate its brand with the move from www.smartcare.co.nz to the Disputed Domain Name. However, the Complainant maintains that the insertion of the word “life” is not enough to differentiate and distinguish the Trade Mark and the Disputed Domain Name.
- 5.24 The Complainant asserts that no weight or consideration is to be given to the fact that its domain name is not identical to its Trade Mark. It states that there is no requirement that there must be confusion between the Disputed Domain Name in question and the domain name of the Complainant.

Unfair Registration

- 5.25 With respect to the Respondent's assertions as to a breach of the Fair Trading Act 1986, the Complainant responds that:
- a) Any technical and/or functional differences between the Respondent's products and its own do not lessen or remove the risk of consumers being misled or deceived by the Respondent's use of the Disputed Domain Name;
 - b) Demonstrating that a breach of the Fair Trading Act 1986 has occurred is not conditional upon it holding a trade mark registration; and
 - c) It is entitled to have applied for an additional trade mark based on the original Trade Mark upon expanding its business offerings and securing further protection in additional classes.

Alleged copying

- 5.26 The Complainant denies copying the Respondent's SmartCare App and states that the Respondent has provided no evidence of its allegations in this regard. The Complainant further states that the Respondent has presented conflicting arguments in so far as it states there are technical and functional differences between its product set and the Complainant's product set and yet argues that the Complainant has copied its concept.

6. Discussion and findings

- 6.1 The Complainant is required to satisfy the Expert on the balance of probabilities that it has met the requirements of paragraph 4 of the Policy, namely that:

- “4.1.1 The Complainant has Rights in respect of a name or mark which is identical or similar to the Domain Name; and
- 4.1.2 The Domain Name, in the hands of the Respondent, is an Unfair Registration.”

a. Rights

- 6.2 The term “Rights” is defined in paragraph 3 of the Policy as follows:

“**Rights** includes, but is not limited to, rights enforceable under New Zealand law. However, a Complainant will be unable to rely on rights in a name or term which is wholly descriptive of the Complainant's business.”

- 6.3 As noted earlier in section 5, the Complainant relies for Rights on its use of its registered Trade Mark no. 792718 for SMARTCARE.
- 6.4 The Expert is satisfied that the Complainant also has rights in its registered Trade Mark no. 792718 for SMARTCARE as a result of its continuous use of that mark since 2008. These rights would be enforceable in passing off or under s 9 of the Fair Trading Act 1986.
- 6.5 As to the Respondent's comments on the pending trade mark application no. 109826 for "SmartCare", at the date of this Decision, that application has been accepted by IPONZ. The definition of Rights includes but is not limited to those that are "enforceable under New Zealand law". A trade mark application is not enforceable under New Zealand law until it is registered and on its own (absent use) gives no rights. The Complainant is correct therefore in placing no reliance on this application.
- 6.6 The issue then arises under paragraph 4.1.1 of the Policy as to whether the Trade Mark is *similar* to the Disputed Domain Name.
- 6.7 The Guide to .nz Disputed Resolution Service (DRS) Expert Decisions notes that "similarity" essentially requires the domain name and the name or mark to be considered in respect of their look and sound, the goods or services to which they are related and whether consumers are likely to be confused or deceived by the degree of similarity between the two names.¹
- 6.8 *The WIPO Overview of WIPO Panel Views on Selected UDRP Questions*, 3rd Edition, notes "while each case is judged on its merits, in cases where a domain name incorporates the entirety of a trade mark, or where at least a dominant feature of the relevant mark as recognisable in the domain name, the domain name will normally be considered confusingly similar to that mark for purposes of UDRP standing".²
- 6.9 Similarity is therefore a relatively low threshold test. The Expert finds that the Disputed Domain Name www.smartlifecare.co.nz is similar to the Trade Mark SMARTCARE.

b. Unfair registration

- 6.10 Unfair Registration is defined in paragraph 3 of the Policy as follows:

"Unfair Registration means a Domain Name which either:

- (i) was registered or otherwise acquired in a manner which, at the time when the registration or acquisition took place, took unfair advantage of or was unfairly detrimental to the Complainant's Rights; or
- (ii) has been, or is likely to be, used in a manner which took unfair advantage of or was unfairly detrimental to the Complainant's Rights."

- 6.11 Paragraph 5.1 of the Policy provides a non-exhaustive list of factors which may be evidence that the Disputed Domain Name is an Unfair Registration. Relevantly, paragraphs 5.1.1 and 5.1.2 provide as circumstances indicating Unfair Registration as follows:

¹ September 2016.
² Section 1.7.

“5.1.1. Circumstances indicating that the Respondent has registered or otherwise acquired the Domain Name primarily:

- (a) for the purposes of selling, renting or otherwise transferring the Domain Name to the Complainant or to a competitor of the Complainant, for valuable consideration in excess of the Respondent's documented out-of-pocket costs directly associated with acquiring or using the Domain Name;
- (b) as a blocking registration against a name or mark in which the Complainant has Rights; or
- (c) for the purpose of unfairly disrupting the business of the Complainant; or

5.1.2 Similarly, circumstances demonstrating that the Respondent is using the Domain Name in a way which is likely to confuse, mislead or deceive people or businesses into believing that the Domain Name is registered to, operated or authorised by, or otherwise connected with the Complainant.”

6.12 Under this heading, the key issue for determination is whether the Complainant is able to meet either of the limbs of Unfair Registration as defined in paragraph 3 of the Policy.

6.13 From a careful reading of the Complaint and its allegation that “the current registration is unfair”, it is clear that the grounds of complaint are:

- That given the similarity of the Trade Mark and the Disputed Domain Name, the use of the Disputed Domain Name by the Respondent amounts to trade mark infringement under the Trade Marks Act 2002.
- That the Respondent's registration of the Disputed Domain Name is for the purpose of unfairly disrupting the Complainant's business.
- That use of the Disputed Domain Name by the Respondent is likely to mislead or deceive consumers into thinking a connection exists between the Disputed Domain Name and its associated website and the Complainant and is therefore in breach of s 9 of the Fair Trading Act 1986 and the tort of Passing Off.
- That the Respondent is engaged in a pattern of registrations which have direct correlation to the Complainant.

6.14 As to the first ground of complaint, namely trade mark infringement under the Trade Marks Act 2002, because the Trade Mark and the Disputed Domain Name are not identical, the Complainant's case would fall under s 89(1)(c). This section requires proof that use of (in this case) the Disputed Domain Name would be likely to cause confusion or deception.

6.15 It is simply not possible for the Expert to reach a conclusion for the following reasons:

- The DRS policy is not suited for cases where there are strongly disputed facts and circumstances of sale;
- There is no evidence before the Expert as to the relevant consumers or the circumstances in which such consumers come to be aware of the

Disputed Domain Name and to purchase the respective products in issue. For example, there is no indication as to the prices paid or the degree of care and attention that a potential consumer would give to such a purchase;

- The Disputed Domain Name has been in use since mid 2018 and no evidence of confusion or deception has been put forward. While this is by no means determinative (given the difficulty sometimes in ‘trapping’ such evidence), it is a factor.

6.16 This ground and similarly the third ground of complaint, namely a breach of s 9 of the Fair Trading Act 1986 and Passing Off (both of which rely on misleading or deception/confusion or deception) should more properly be determined by the High Court. In such a forum all the above circumstances can be explored and there will be the opportunity for cross-examination of witnesses.

6.17 As noted earlier the second ground relied is that the Respondent’s registration of the Disputed Domain Name was for the purpose of unfairly disrupting the Complainant’s business.

6.18 Paragraph 6.1 of the Policy provides a non-exhaustive list of factors which may be evidence that the Domain Name is not an unfair registration. Relevantly paragraph 6.1.1 provides as follows:

“6.1.1. Before being aware of the Complainant’s cause for complaint (not necessarily the Complaint itself), the Respondent has:

- (a) used or made demonstrable preparations to use the Domain Name or a Domain Name which is similar to the Domain Name in connection with a genuine offering of goods or services;
- (b) been commonly known by the name or legitimately connected with a mark which is identical or similar to the Domain Name; or
- (c) made legitimate non-commercial or fair use of the Domain Name.

6.19 The Respondent has stated that it had no intention of disrupting the Complainant’s business activities and therefore denies that its registration of the Disputed Domain Name was an unfair registration. In this respect, the Respondent relies on goodwill in the mark Smartlife arising out of the activities of the Smartlife group of companies. The Respondent claims that when it chose “to register [www.smartlife.co.nz] we did it in good faith and with honest business practice in mind, building on the brand of the Smartlife Group of Companies”. It appears from the context of the Response that the reference to smartlife.co.nz is really intended by the Respondent to be to the Disputed Domain Name ie smartlifecare.co.nz.

6.20 Although the Respondent has no registered trade mark rights in the Smartlife brand, as noted above in Section 4, it has stated that it is the programming and development platform entity that forms part of the Smartlife group of companies. It has also shown that there are 10 companies in this group each using the ‘Smartlife’ brand. As also noted above in Section 4, the Smartlife company relevant to the Complaint is Smartlife Care Limited (SLC). This company was registered as a New Zealand company on 10 May 2018, well before the date of the Complaint and before the Complainant became aware that the Respondent was operating under the “Smartcare” brand.

- 6.21 In this case, the Complainant itself states that it does not have any issues with the Respondent's use of www.smartlife.co.nz as a domain name, or the word "Smartlife" on its own. The Complainant's issue is with the Respondent using the Disputed Domain Name which couples the word "Smartlife" with "care" as it considers this to infringe its registered Trade Mark SMARTCARE.
- 6.22 Overall, the Expert is not satisfied that the Disputed Domain Name was registered for the purpose of unfairly disrupting the Complainant's business given that:
- The Respondent claims that it is part of the Smartlife group of companies;
 - That the Complainant itself has no issues with the Respondent's use of Smartlife;
 - On the facts of this case, such a finding could only be properly made after evidence had been given for both sides and there had been cross-examination.
- 6.23 Finally, the Expert is not satisfied that this case falls within the category of a pattern of registrations. In the case of the first registration of the domain name www.smartcare.co.nz, the Respondent accepted that the Complainant had rights to this domain name and ceased use.
- 6.24 The second registration (the Disputed Domain Name) was the Respondent choosing a different domain name. Whether this was a wise choice or in fact something that infringes the Complainant's registered Trade Mark no. 792718 or its rights in passing off and under s 9 of the Fair Trading Act is something that the expert cannot sensibly determine on the documents filed (as noted earlier). The need for these issues to be determined on evidence and with cross-examination cannot be circumvented by applying a label that this "amounts to a pattern of registrations".
- 6.25 For all these reasons the Expert is not satisfied that this was an unfair registration.

6. Decision

7.1 The Complaint is therefore dismissed.

Place of decision Auckland
Date 2 October 2019
Expert Name Andrew Brown QC



Signature