DISPUTE RESOLUTION SERVICE DECISION

GunDogsDirect Limited v. Ijaz Ahmed
Case No. DUK2026-0039

1. The Parties

1.1. The Complainant is GunDogsDirect Limited, United Kingdom, represented internally.

1.2. The Respondent is Ijaz Ahmed, United Kingdom.

2. The Domain Name and Registry

2.1. The Registry of the disputed domain name <gundogshub.co.uk> is Nominet UK ("Nominet" or the "Registry").

3. Procedural History

3.1. The Complaint was filed with the WIPO Arbitration and Mediation Center (the "Center") on 11 August 2026. On 12 August 2026, the Center transmitted by email to the Registry a request for registry verification in connection with the disputed domain name. On 13 August 2026, the Registry transmitted by email to the Center its verification response disclosing registrant and contact information for the disputed domain name which differed from the named Respondent ("The registrant of gundogshub.co.uk") and contact information in the Complaint. The Center sent an email communication to the Complainant on 14 August 2026, inviting the Complainant to submit an amendment to the Complaint. The Complainant filed an amendment to the Complaint on 14 August 2026.

3.2. The Center verified that the Complaint satisfied the formal requirements of Nominet's Dispute Resolution Service Policy (the "Policy" or "DRS Policy").

3.3. In accordance with the Policy, paragraphs 3 and 6, the Center formally notified the Respondent of the Complaint on 20 August 2026. In accordance with the Policy, paragraph 7, the due date for Response was 11 September 2026. The Respondent's pre-action email dated 17 August 2026 was accepted by the Center as the Response (see also the Expert's comments on this matter below). Accordingly, the Response was filed with the Center on 17 August 2026. The Respondent sent email communications to the Center on 17 August 2026 and 14 September 2026, and 5 October 2026.

3.4. In accordance with the Policy, paragraph 9, the due date for the Complainant's Reply was 21 September 2026. The Complainant submitted a Reply on 21 September 2026.

3.5. The Parties were invited to mediation on 22 September 2026. The Registry confirmed on 7 October 2026 that mediation was unsuccessful.

3.6. On 21 October 2026, the Complainant paid the fee for an expert decision.

3.7. The Center appointed Andrew D. S. Lothian as the Expert in this matter on 27 October 2026. The Expert has submitted the Statement of Acceptance and Declaration of Impartiality and Independence, as required by the Center to ensure compliance with the Policy, paragraph 15.

4. Factual Background

4.1. The Complainant is a United Kingdom limited company, registered in England and Wales under company number 14027482. The Complainant operates a marketplace for working gundogs at the website "www.gundogsdirect.co.uk". The domain name in respect of this website, <gundogsdirect.co.uk>, was registered on 26 November 2008. The Complainant claims, as both stated in the Complaint and indicated within the text of its registered trade mark noted below, that the Complainant and its founder have traded under the name "GunDogsDirect" continuously since 2002, and the Complainant also asserts that the said domain name has been operated for this purpose since 2008. No other evidence of such continuous trading has been produced.

4.2. The Complainant claims to be the proprietor of United Kingdom Registered Trade Mark Number UK00004044628 for a figurative mark consisting of an image of a gundog in profile facing to the right with the words "Est 2002" and "HUNTING WITH THE BEST" in a smaller typeface, respectively above and below the term "GunDogsDirect" in larger type. In fact, the proprietor of the mark appears to be Glen Goldthorpe, the Complainant's director. The Expert assumes therefore that an informal licence is in place between Mr Goldthorpe and the Complainant. The colour scheme of said mark is green and gold. Said mark was registered on 19 July 2024, in Class 31 (broadly, pet animals), and Class 35 (broadly, classified advertising and website operations). Said mark (image on the left) has the following appearance (compared with the Respondent's logo on the right):





4.3. The disputed domain name was registered on 22 July 2025. Little is known regarding the Respondent, who has not filed a formal Response in this proceeding. The website associated with the disputed domain name appears to operate as a similar business to that of the Complainant. It uses the logo reproduced to the right of the Complainant's figurative mark above.

4.4. Strong similarities are evident between the Parties' logos. Notably, the Respondent's logo features the same green and gold colour scheme, the word "Dogs/DOGS" is emphasised in both, with alternating colours for each word in the principal text, each features a stylized image of a gundog pointing to the right with an extended tail, and the wording appears below the dog image.

4.5. The Parties' websites also show a strong similarity in colour scheme, namely dark green and gold.

4.6. The Parties' straplines are similar. The Complainant's is "The UK's trusted marketplace for working gundogs", and the Respondent's is "UK's Trusted Marketplace for Working & Gundogs".

4.7. The Complainant provides a number of examples which demonstrate that the content on the website associated with the disputed domain name uses, or appears to have used, copy taken without permission from the Complainant's website, notably:

4.7.1. The page at the URL "gundogshub.co.uk/page/gdd-rules" (as captured by the Complainant on 2 August 2026 – Complainant's Annex 06A1) is headed "GDD Rules / Rules for GunDogsDirect™" and reproduces the Complainant's rules almost verbatim (as demonstrated by a screen capture of the corresponding page on the Complainant's website taken from the Internet Archive "Wayback Machine" dated 10 February 2025, i.e., predating the registration date of the disputed domain name – Complainant's Annex 06A3). Further, the term "GDD" reproduced by the Respondent appears to be the Complainant's abbreviation for "GunDogsDirect" and does not seem to have any independent meaning on the Respondent's site.

4.7.2. Said copy on the website associated with the disputed domain name includes the Complainant's name, and, as noted by the Complainant, repeats four of the Complainant's own typographical errors letter for letter ("breech", "wavier", "evidance", "bussiness"). The text further contains multiple matching spelling/space and expression errors noted by the Expert, non-exhaustive examples of which include "logingin", "Advert MUST have provide an email address […]", "Its very important […]", "removed without noticed", "your advert maybe removed", and "the breeder a reasonable to ensure".

4.7.3. There is some evidence suggesting that the Complainant's blog posts have been reproduced on the website associated with the disputed domain name. Although there is no direct evidence of this, as the posts appear to have been removed and now return error pages, the Respondent's sitemap captured on 2 August 2026 (Complainant's Annex 11_a1) lists blog posts matching titles of those of the Complainant, including one referencing the Complainant's business name.

For example, (1) "www.gundogshub.co.uk/blog/the-advantages-of-advertising-your-working-dogs-with-**gundogsdirect**", [Expert's emphasis] and (2) "www.gundogshub.co.uk/blog/[name- redacted]-wins-3rd-place". The person who is the subject of the latter post, whose name the Expert has redacted is sponsored by the Complainant's business according to the Complainant's original blog post.

4.8. The Complainant further produces a comparison of identical URL structures between the Parties' respective websites, including the same pages and pathnames, based upon a sitemap comparison, which also features the Parties' identical blog post titles. One of these, "/blog/the-advantages-of-advertising-your-gun-dogs-dogs-online" reproduces the Complainant's accidental repetition of the word "dogs" and likewise, the Complainant's hyphenation of "gundogs" as "gun-dogs".

4.9. A Google search produced by the Complainant contains an entry for the website associated with the disputed domain name which references "gdd contact number", repeating the Complainant's chosen abbreviation for itself.

4.10. There is evidence indicating that the Respondent has copied and republished on the website associated with the disputed domain name advertisements originally published on the Complainant's website. The Complainant claims that at least 89 advertisements were copied and produces a representative sample of email confirmations from the Complainant's advertisers stating that they did not advertise on the Respondent's website or give any permission for their details to be used there. A number of the Complainant's said correspondents state that they have requested the Respondent to remove the content from his website, but that this has been ignored. One correspondent received an email from the Respondent using a strapline which the Complainant says it uses, namely, "[trophy emoji] Award Winning Business".

4.11. There is evidence that in addition to republishing the advertisements described in the preceding paragraph, the Respondent has reproduced certain of the Complainant's watermarked images. Screenshots produced by the Complainant of several advertisements on the website associated with the disputed domain name show images with a visible watermark featuring the Complainant's domain name <gundogsdirect.co.uk> and identical image names to those used by the Complainant. Furthermore, a selection of image names corresponding to those of the Complainant appear on an Internet Archive capture of the website associated with the disputed domain name.

5. Parties' Contentions

5.1. In summary, the Complainant contends as follows in the Complaint:

5.1.1. The Complainant claims rights in the registered figurative mark referred to in the factual background section above. It contends that GUNDOGSDIRECT is the distinctive and dominant element of said mark and that the remaining elements are descriptive or laudatory.

5.1.2. The Complainant also claims unregistered rights in the term “GunDogsDirect” as a result of its lengthy period of trading under that term since 2002 and the substantial goodwill and reputation it has built up over that period. It maintains that the name “GunDogsDirect”, taken as a whole, is distinctive of the Complainant and is not wholly descriptive of its business.

5.1.3. The Complainant contends that the disputed domain name is similar to its GUNDOGSDIRECT mark, as the two names are constructed identically: the element GUNDOGS followed by a single short suffix denoting a direct or central marketplace (“direct” / “hub”). It submits that each name conveys the same overall impression – a destination for buying and selling gundogs – and each is used for the identical service, online gundog advertising, directed at the same UK customers.

5.1.4. The Complainant contends that the disputed domain name, in the hands of the Respondent, is an Abusive Registration as the website associated with the disputed domain name targets the Complainant, referencing the Complainant’s own name and mark and imitating the Complainant’s branding and trade get-up. The Complainant asserts that the Respondent’s website has copied and republished numerous advertisements from the Complainant’s website and reproduces the Complainant’s rules from its website verbatim. The Complainant notes that the Respondent’s website has published images taken from the Complainant’s website, including images bearing the Complainant’s visible watermark, and asserts that the Respondent has published a fabricated trading history on the said website.

5.1.5. The Complainant also notes that the website associated with the disputed domain name discloses no operator name, company number or postal address and that there is no company registered at Companies House under the Respondent’s trading name. It asserts that correspondence from the Complainant to the Respondent’s only published contact email address has gone undelivered [the Expert notes in passing that the Complainant produces a message delivery report in its Annex 8 indicating that an email addressed to the Respondent’s email address as published on the website associated with the disputed domain name had been delayed by over 48 hours because the recipient address was disabled]. The Complainant submits that a trader operating lawfully in the United Kingdom has no reason to conceal its identity in this way.

5.1.6. The Complainant further contends that the Respondent is not using the disputed domain name in connection with a genuine offering of goods or services, asserting that an offering incorporating wholesale copying of the Complainant’s content and impersonation of the Complainant brand and trade get-up is not a genuine offering. It contends further that the Respondent cannot rely on paragraph 8.1.2 of the Policy (fair use of a generic or descriptive domain name) as, despite whatever descriptive quality the words “gun dogs hub” might have in the abstract, the actual use made of the disputed domain name – publishing the Complainant’s mark, rules, branding and customers’ advertisements as the Respondent’s own – is the opposite of fair use. Finally, it is contended that the Respondent is not commonly known by the disputed domain name. The said website discloses no identity, and no company is registered at Companies House under the trading name used there.

5.1.7. Taken together, the Complainant asserts that the Respondent registered and is using a name similar to that of the Complainant, in the identical field, as a platform for copying the Complainant's content and customers and for passing off the Complainant's own name and materials as the Respondent's own, and that the Respondent has persisted in this after formal notice, adding that this takes unfair advantage of, and is unfairly detrimental to, the Complainant's Rights, and that the registration is an Abusive Registration under both limbs of the definition in the Policy.

5.2. In relation to the Respondent's opportunity to respond to the Complaint:

5.2.1. The Respondent did not file a formal Response but sent email communications to the Center on 17 August 2026 and 14 September 2026. In said emails, the Respondent asserts that the disputed domain name was registered and used in good faith for his business, which he states is a genuine, actively trading United Kingdom marketplace for working gundogs. In his email of 14 September 2026, the Respondent states that he wishes to resolve the matter and has already taken steps to address the concerns raised, including removing the material in question.

5.3. In summary, the Complainant contends as follows in the Reply:

5.3.1. The Complainant notes that no detailed Response to the merits of the Complaint has been filed and no evidence provided, that the Respondent states that he has removed the material in question, thus confirming that the content was published on his site, and that it was only removed after the Complaint was filed.

5.3.2. The Complainant submits that Abusive Registration under the Policy includes a domain name which is being or has been used in a manner which has taken unfair advantage of, or has been unfairly detrimental to, the Complainant's Rights. It contends that stopping that use after the Complaint was filed does not cure the Abusive Registration. The Respondent continues to hold the disputed domain name and could resume such use at any time.

6. Discussion and Findings

6.1. General and Preliminary

6.1.1. In terms of section 2.2 of the Policy, the Complainant must prove to the Expert on the balance of probabilities each of the two elements set out in sections 2.1.1 and 2.1.2 of the Policy, namely that the Complainant has Rights in respect of a name or mark which is identical or similar to the disputed domain name; and that the disputed domain name, in the hands of the Respondent, is an Abusive Registration.

6.1.2. There is no system of precedent under the Policy, although experts generally strive for consistency (see the Foreword to the Expert Overview, version 3 (the "Expert Overview")). Accordingly, each dispute is decided on its own merits and its own evidence. Appeal decisions likewise do not have precedent value but are of persuasive value to Experts in future decisions (see section 20.12 of the Policy).

6.1.3. The Expert notes that the Respondent's informal email communication of 17 August 2026 was accepted by the Center as the Response in accordance with section 7 of the Policy. The Expert has combined this email with the Respondent's further informal email communication dated 14 September 2026 to form the informal Response for present purposes. Although the later email post-dates the deadline for filing a Response under the Policy, it also post-dates the notification of the Complaint and the commencement of proceedings under the Policy, while the 17 August 2026 email predates such commencement. In other words, by 14 September 2026, the Respondent had had an opportunity to review the Complaint, which he had not by the date of his first email of 17 August 2026 (in which he expressly asks to see a copy of the Complaint and documentary annexes). Given the outcome of the administrative proceeding, admitting and combining these two emails as the Response does not prejudice the Complainant's position, and it should also be noted that the Complainant was provided with an opportunity to file a Reply to at least the email of 17 August 2026, which it duly accepted.

6.2. Complainant's Rights

6.2.1. Section 1 of the Policy provides that Rights means "rights enforceable by the Complainant, whether under English law or otherwise, and may include rights in descriptive terms which have acquired a secondary meaning". The requirement to demonstrate Rights under the Policy is not a particularly high threshold test. Rights may be established in a name or mark by way of a trade mark registered in an appropriate territory, or by a demonstration of unregistered so-called "common law rights".

6.2.2. The Complainant cites what it claims to be its registered trade mark as the primary basis for its claim to have Rights within the meaning of the Policy. It maintains a subsidiary position that it has unregistered rights in the name "GunDogsDirect".

6.2.3. Taking the Complainant's claim to unregistered rights first, the Expert notes that this is based upon the Complainant and its founder having allegedly traded under the name "GunDogsDirect" continuously since 2002 and online under <gundogsdirect.co.uk> since 26 November 2008. There is a specific claim in the Complaint that this has given rise to substantial goodwill and reputation in the name among the relevant public. The Complainant relies upon the documents in its Annex 9 as evidence of these claims. This annex consists of the Complainant's current homepage, a contemporaneous search engine result referring to a Facebook post, with over 5,000 "likes", and a capture of the Complainant's website's sitemap taken on 2 August 2026. The problem with this evidence however is that it does not support the Complainant's claims on its own.

6.2.4. Section 2.2 of the Expert Overview states in answer to the question "What is required for a Complainant to prove that he/she/it 'has rights' in paragraph 2.1.1 of the Policy?": "If the right is an unregistered trade mark right, evidence needs to be put before the Expert to demonstrate the existence of the right. This will ordinarily include evidence to show that (a) the Complainant has used the name or mark in question for a not insignificant period and to a not insignificant degree (e.g. by way of sales figures, company accounts etc) and (b) the name or mark in question is recognised by the purchasing trade/public as indicating the goods or services of the Complainant (e.g. by way of advertisements and advertising and promotional expenditure, correspondence/orders/invoices from third parties and third party editorial matter such as press cuttings and search engine results)."

6.2.5. The Complainant's evidence does not demonstrate that the Complainant has used the mark in question for such period and to such degree. It is, broadly speaking, contemporaneous evidence relating to the appearance of the Complainant's website and its presence on a search engine and social media. There is other contemporaneous evidence available in the Complainant's evidence bundle, such as examples of a number of advertisements for gundogs on the Complainant's website, but this on its own does not establish on the balance of probabilities the period of trading under the name, the extent of such trading, or the substance of independent recognition of the same among the relevant public. A sitemap is not a substitute for evidence of actual content appearing on a website. The number of "likes" to the claimed Facebook page or post on the search engine snippet (whether page or post is not clear) does not strike the Expert as substantial. What would be of greater probative value than the search engine snippet would be the Complainant's actual presence on Facebook and the number of its followers, if any, together with the date on which it established the related social media account. These matters are not evidenced in the Complainant's bundle.

6.2.6. The Complainant does produce a WhoIs record for its official domain name, <gundogsdirect.co.uk>, registered on 26 November 2008, but this does not on its own tell the Expert how or when such domain name was first used, or to what extent. For example, it does not demonstrate when the Complainant's corresponding website was first published or how it has been used over the (claimed) years. No other evidence in respect of the Complainant's claim to unregistered trade mark rights along the lines anticipated by section 2.2 of the Expert Overview has been produced. Consequently, the Complainant largely relies upon conclusory allegations as to its reputation and goodwill. In the Expert's opinion, the evidence provided is insufficient to allow the Expert to make a finding that the Complainant has Rights for the purposes of the Policy on the basis of the claimed unregistered trade mark.

6.2.7. Turning to the Complainant's claimed registered trade mark, it must be noted that this is owned by the Complainant's director. As mentioned above, the Expert reasonably assumes that an informal licence is in place between the said owner and the Complainant (see section 2.2 of the Expert Overview). The said mark is not a word mark but rather is a figurative mark as shown in the factual background section above. Such a mark provides protection in respect of the entire logo/device, including the textual phrase contained within the device, but does not protect that phrase on its own.

As discussed above, the Complainant has not established that the phrase in the mark has given rise to any secondary meaning through use and consequently is unable to rely on a corresponding unregistered trade mark.

6.2.8. Section 1.4 of the Expert Overview notes that, "In relation to trade mark rights, it is worth noting that rights in a logo or device mark may not equate to trade mark rights in respect of any words featured in the logo/device; much will depend upon the nature of the words in question and their prominence". It should particularly be borne in mind that the term "gundogs" is descriptive when applied to the service of introducing prospective owners of gundogs to breeders or trainers of gundogs. The present Expert has noted both in *Kover S.R.L. and Ms Kassandra Karine Ferreira / Bonbon Trading Limited*, DRS14312, and *Phrenetech Limited and Golden Leaves / Rowland Brothers Limited*, DRS26784, that "special care has to be taken in considering any mark which might be regarded as a descriptive mark registered under the cover of a 'figurative figleaf of distinctiveness' as Arnold J. put it in *Starbucks (UK) Ltd v. British Sky Broadcasting Group Plc & Others* [2012] EWHC 3074 (Ch)".

6.2.9. One method of approach is to ask whether the relied-upon phrase in the Complainant's trade mark is "clear, prominent and memorable" (to use the words of Jacob LJ in Phones4U Limited *& Anor v Phone4U.co.uk Internet Limited & Ors* [2006] EWCA Civ 244). On that subject, it is evident to the Expert that the phrase "GunDogsDirect" is by far the most prominent aspect of the text included in the mark, and it draws the eye when the mark is viewed as a whole. This has particular significance for the comparison exercise discussed later.

6.2.10. The expert in RUGBYSHOP and Mr Charles Adams, DRS17748, which involved a similar figurative mark incorporating the text "Rugby SHOP" noted: "The Complainant does have enforceable rights in relation to its registered figurative marks albeit that any attempt to enforce against a third party solely on the basis of use of the word combination RUGBY SHOP (i.e. absent a similar visual representation to the figurative aspects of the trade marks) could well be problematic. However, the Complainant does not need to prove that the Respondent has infringed its registered marks in order to satisfy the Rights test". Likewise, the Appeal Panel in WorldSpreads Group plc v Mr Daniel Stubbs, DRS 8713, which concerned a figurative trade mark for the term WORLDSPREADS in logo form, determined that such a mark could satisfy the Rights test under the Policy.

6.2.11. In the present case, the Complainant shows that the Respondent's logo as used on the website associated with the disputed domain name amounts to a visual representation that is similar to the entirety of the figurative aspects of its trade mark. Even if the Complainant does not need to prove that the Respondent has infringed its registered mark to satisfy the Rights test, the Expert considers that such similarity of visual representation must be of significance in the case of a figurative mark. The Policy calls for enforceable rights, and the Complainant's trade mark rights are enforceable against a person using a similar visual representation in connection with identical services, even if it does not have to show actual infringement of its mark to satisfy the Rights test.

6.2.12. Nevertheless, the Expert's discussion of the use and composition of the Respondent's logo in this section of the Decision should not be seen as an attempt to blend the Rights and Abusive Registration elements of the Policy. The Complainant's figurative trade mark stands on its own and, in the Expert's view, constitutes enforceable rights under English law with reference to the definition of Rights contained in section 1 of the Policy. However, the Respondent's visually similar logo does demonstrate why such figurative rights are particularly relevant in the present dispute.

6.2.13. The above discussion does not mean that the Expert considers that the Complainant's trade mark would necessarily pass the Rights test under the Policy in relation to all other circumstances, particularly given its descriptive quality and the lack of adequate evidence of distinctiveness acquired through use (beyond the fact that the Respondent does appear specifically to be targeting the Complainant's mark and its trade dress in general). If, as the Complainant contends, it has been actively trading since 2002 and presumably therefore has the kinds of evidence described in section 2.2 of the Expert Overview to hand, then it would do well to produce these if a similar situation were to arise again, as these would provide further support to its claim to possess Rights under the Policy.

6.2.14. The Respondent provided no submissions or evidence directly addressing the question of the Complainant's Rights under the Policy.

6.2.15. Consequently, bearing in mind the fact that the Rights test is a relatively low threshold, the Expert finds that the Complainant has Rights within the meaning of the Policy arising from its figurative trade mark.

6.2.16. Comparing the mark to the disputed domain name, the Expert notes that a domain name may only contain textual elements, and accordingly the graphical elements of the Complainant's trade mark cannot form part of the comparison. When these elements are excised, the aspects to be compared are EST. 2002 GUNDOGSDIRECT HUNTING WITH THE BEST, and the disputed domain name <gundogshub.co.uk>. As noted above, the most prominent part of the text in the Complainant's mark is GUNDOGSDIRECT. In the textual comparison between that and the disputed domain name, the first element "gundogs" is alphanumerically identical. The ".co.uk" suffix of the disputed domain name is typically disregarded as it is required for technical reasons only.

6.2.17. The Expert is left with an apparent difference between the words "direct" and "hub" respectively. These are not similar, at least on a purely alphanumeric comparison. Such terms may however be regarded as somewhat conceptually similar (particularly when each is coupled, as here, with the identical term "gundogs"). As the Complainant asserts, and the Respondent does not dispute, each suggests a marketplace or online site from which the "gundogs" might be sourced. Consequently, both the mark and the disputed domain name operate in a similar fashion and would be perceived in a similar way by members of the public. Even if "gundogs" is descriptive, it remains the first and most prominent textual component in the comparison.

6.2.18. In all of these circumstances, mindful of the fact that the threshold test is low and that the objective behind the first hurdle is simply to demonstrate a bona fide basis for making the Complaint (see section 2.3 of the Expert Overview), the Expert finds that the Complainant has Rights in a name or mark which is similar to the disputed domain name.

6.3. Abusive Registration

6.3.1. Section 1 of the Policy defines “Abusive Registration” as 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. is being or has been used in a manner which has taken unfair advantage of or has been unfairly detrimental to the Complainant's Rights.

6.3.2. This general definition is supplemented by section 5.1 of the Policy which provides a non-exhaustive list of factors which may be evidence that the disputed domain name is an Abusive Registration. Section 8.1 of the Policy provides a similar non-exhaustive list of factors which may be evidence that the disputed domain name is not an Abusive Registration.

6.3.3. Disputes are decided by reference to the terms of the Policy, not the law, so the fact that a domain name registration and/or the registrant’s use of it may constitute trade mark infringement will not automatically lead to a finding of Abusive Registration under the DRS Policy (see the Foreword to the Expert Overview).

6.3.4. With regard to section 5.1 of the Policy, the Complaint focuses primarily on section 5.1.2 (use in a way which has confused or is likely to confuse people or businesses into believing that the disputed domain name is registered to, operated or authorised by, or otherwise connected with the Complainant). The Complaint also relies upon the general definition of Abusive Registration under the Policy, namely that when the disputed domain name was registered it took unfair advantage of and was unfairly detrimental to the Complainant’s Rights and has been used in a similar manner, taking unfair advantage and causing unfair detriment. Finally, it refers to section 5.1.1.3 of the Policy, relating to alleged unfair disruption of the Complainant’s business. The Complainant focuses predominantly upon the fact that, from the registration date forward, the Respondent has impersonated the Complainant and its business, reproducing its content, advertisements and site structure, and that the content has imitated the Complainant’s branding and trade dress.

6.3.5. The Expert is satisfied, based upon the Complainant’s detailed evidence bundle, that the Respondent has indeed aimed to cloak himself in the Complainant’s trade dress, to copy the Complainant’s materials and advertisements without its permission, and to create his own logo that appears to be entirely derivative of the Complainant’s mark. The Respondent has engaged in wholesale copying of the Complainant’s website, to the extent that he has even reproduced the Complainant’s typographical errors along with certain idiosyncrasies in the text. He also appears to have reproduced the Complainant’s blog posts. While there was no direct evidence of actual copying and republication of the said posts, the placeholders shown on the Respondent’s sitemap

reproduce in exact terms the blog post titles highlighted by the Complainant, including one that relates specifically to an individual apparently sponsored by the Complainant's business. This is sufficient for the Expert to find, on the balance of probabilities, that the blog posts themselves were also copied and republished before being taken down later (particularly in the absence of any denial or other explanation from the Respondent).

6.3.6. The evidence indicates that the Respondent appears to have communicated with the Complainant's customers, offering them "free" listings which they did not want and did not request. The Expert observes, based upon the nature of the Complainant's terms and conditions, which discuss in part the regulatory environment in which dog breeders operate, that how and with which business a dog breeder advertises is likely to be very important to it both in terms of personal status in the industry, and credibility regarding the ultimate purchasers of its dogs. The Respondent's unauthorised republication of certain advertisements is likely therefore to have not only a material effect upon the advertiser but also a knock-on effect upon the Complainant and its Rights.

6.3.7. As the Respondent has used the disputed domain name that is similar to the Complainant's trade mark for a website in large part copied from the Complainant's content, in circumstances where those customers advertising with the Complainant specifically chose the Complainant's website and not that of the Respondent, this use could only be regarded in the Expert's view as taking unfair advantage of and being unfairly detrimental to the Complainant's Rights within the meaning of the Policy.

6.3.8. The Expert turns to the Respondent's stated position in the Response. This in no way contradicts any part of the detail in the Complainant's evidence bundle concerning the extent to which (1) the Complainant's website content has been copied and (2) the Complainant's trade dress (and the variant of its director's figurative trade mark) have been reproduced on the website associated with the disputed domain name. All that the Respondent says is that the disputed domain name was registered in good faith for his business which is a genuine, actively trading, United Kingdom marketplace for working gundogs. He also notes that offending content has been taken down.

6.3.9. Given the descriptive nature of the Parties' respective domain names, there might have been some mileage in the Respondent's position as to the claimed genuineness of his business had the wholesale copying of the Complainant's site and the reproduction of a similar logo to the said figurative mark been absent. However, in the present case, the Expert considers that the Respondent could not describe his actions in registering and using the disputed domain name as the kind of conduct which the principle in *Office Cleaning Services Ltd v Westminster Window and General Cleaners Ltd* (1946) 63 RPC 39 is designed to protect, namely, that of a business using ordinary, descriptive service vocabulary to tell the public what it does, without knowledge of the Complainant or intent to target its Rights (see the detailed discussion regarding descriptiveness in *Winchester School of Martial Arts and Mr Bryan Andrews*, DRS29105).

6.3.10. In the present case, by contrast to the factual position in *Winchester School of Martial Arts, supra*, the Respondent has selected a disputed domain name with a descriptive quality but has then used this to underpin his lifting and reproduction of the Complainant's website content and paid advertisements, and his adoption of the Complainant's trade dress, including a close approximation of the Complainant's

figurative trade mark in the same colour scheme. This could only be seen as targeting the Complainant and its Rights in a manner that could not be justified by any apparent descriptiveness of the disputed domain name. In terms of section 8.1.2 of the Policy, even if the disputed domain name could be regarded as generic or descriptive, the Respondent could not be described as making fair use of it.

6.3.11. The Expert notes in passing that it does not consider that the Respondent could avail himself of any of the other non-exhaustive factors in section 8 of the Policy which may be evidence that the disputed domain name is not an Abusive Registration. Notably, there is no evidence before the Expert that before being aware of the Complainant's cause for complaint, the Respondent has been commonly known by a name or legitimately connected with a mark which is identical or similar to the disputed domain name in terms of section 8.1.1.2 of the Policy.

6.3.12. The Respondent's position is that the offending content at the website associated with the disputed domain name has now been taken down. The Expert accepts the Complainant's answer in the Reply that any such correction, even had it been made (a matter not evidenced by the Respondent), would not alter the position regarding Abusive Registration. The relevant wording of the Policy is that the disputed domain name "is being or has been used […]" meaning that a use that is no longer continuing can still fall within the definition. It is therefore of some significance for present purposes that although the Respondent says that the content has been removed, he has failed to provide any reasonable explanation for his conduct or any other submissions or evidence which would amount to an answer to the Complainant's contentions. Furthermore, as the Complainant notes, the Respondent's position amounts to an admission of the fact that the content complained of was published in the first place, and, if the Respondent continues to retain the disputed domain name, such use could be resumed at any time.

6.3.13. The Expert finds on the balance of probabilities that the disputed domain name has been used in a manner which has taken unfair advantage of and has been unfairly detrimental to the Complainant's Rights. Consequently, the Expert finds that the disputed domain name, in the hands of the Respondent, is an Abusive Registration. In light of this finding in terms of the general definition of Abusive Registration, the Expert need not consider the Complainant's additional submissions relating to section 5.1.2 and 5.1.1.3 of the Policy. The Expert notes for completeness that given the scale and specificity of the material copied, namely terms and conditions, advertisements, watermarked images, blog posts, website structure and branding, the Expert considers it more likely than not that the Respondent was aware of the Complainant and intentionally selected the disputed domain name with that knowledge when registering it. Consequently, the Expert's finding of Abusive Registration is predicated on both limbs of the definition, and not just that pertaining to use of the disputed domain name.

7. Decision

7.1. For the foregoing reasons, in accordance with paragraphs 18 and 19 of the Policy, the Expert orders that the disputed domain name <gundogshub.co.uk> be transferred to the Complainant**.**

Andrew D. S. Lothian
Expert
Date: 11 November 2026