

**PRECEDENT LETTER OF CLAIM**

**[TO BE PRINTED ON LETTERHEAD PAPER]**

**URGENT**  
**FOR THE IMMEDIATE ATTENTION OF:**

[Director name]

[Company name]

[Address]

Date: []

**BY POST, SPECIAL DELIVERY & EMAIL**

**\*URGENT - NOTIFICATION OF CLAIM\***

Dear Sirs

We are [ ].

As you are aware, we are a [manufacturer/supplier/wholesaler/retailer of ...].

**Our business and brand(s)**

1 [Set out details of reputation, including:

- how long have you been trading;
- details of your products/services;
- details of product brands if appropriate;
- details of sales / turnover;
- nature of customer base;
- details of investment in marketing - print media, Google Ad-Words, YouTube, Facebook, twitter, television, radio etc.;
- Google analytics data to prove reputation of your website e.g. website traffic, frequently used search terms;
- awards won;
- safety and accreditations secured].

2 We are the registered proprietor of [UK ] trade mark number [ ] for the mark [ ]. The trade mark is valid with effect [ ] and has been registered in respect of classes [ ] (including specifically [goods being substitute sold]).

3 It will be clear from the above that our name and brand(s) attract significant goodwill.

4 As you can imagine, we take any threat to the reputation of our brand(s) extremely seriously and are prepared to commit significant resources to the protection of our intellectual property.

## Details of infringement

- 5 We have recently become aware that you are advertising products under our brand whilst supplying substitute goods.
- 6 In particular, we are aware that you are advertising substitute goods under the listing for the [insert details].
- 7 By way of an example, on [insert date], we placed an order for [insert details]. The products were listed as being “by [insert details]” and an image of a [insert brand] product was shown in the listing. A screenshot of the listing taken at the time our order was placed is enclosed at **Annex A**. Photographs of the items that we received are shown at **Annex B**.
- 8 These items received are not genuine branded items. [Moreover, those items are copycat items in that they have been supplied in packaging which is meant to confuse the customer into believing the substitute item is one of our genuine branded items.]
- 9 We have placed a number of orders for items listed as [insert brand] products which have turned out to be substitute products. This suggests that you are deliberately and cynically advertising [insert brand] products and supplying substitute products.
- 10 It is clear that your use of the [insert brand] name is a deliberate attempt to profit from our brand reputation and the goodwill associated with the brand. This is unacceptable and is moreover unlawful.
- 11 You do not have our consent or any licence from us to trade under and/ or by reference to the [insert brand] name. Your conduct amounts to unlawful acts of passing off of the [insert brand] brand and is causing, and if unrestrained will continue to cause, significant damage to our reputation and goodwill.

## What we require

- 12 In order that we might resolve this matter without formal legal action, we require your written agreement to the following steps by no later than **5pm on [insert deadline]**:
- (a) you undertake not to sell any third party goods under our brand or to engage in any further acts of substitute selling;
  - (b) within 7 days of the date of your letter, you agree to remove the listings complained of in this letter;
  - (c) within 7 days of the date of your letter, you agree to provide detailed sales information relating to any substitute items which you have sold using the [insert name] brand via any medium whatsoever including non-exhaustively through Amazon, including a calculation and breakdown of your net profit;
  - (d) [written confirmation from you of the amount of stock of copycat products in your possession, with your written undertaking that you will deliver up that infringing stock or its infringing packaging to us within 7 days of the date of your letter];
  - (e) within 14 days of the date of your letter, you agree to enter into negotiations with us as regards a payment of compensation for your acts of substitute selling, and will pay to us if required by us the net profit made by you on the sale of substitute items;
  - (f) within 21 days of the date of your letter, you agree to provide a witness statement from an authorised representative of your company which must state that you have complied fully and promptly with the steps requested and that the information you have provided to us is accurate. It must be endorsed with a statement of truth.

If you fail to respond by this strict deadline, we will have no alternative but to escalate this matter immediately to our solicitors and then to court proceedings. In the absence of a satisfactory response to this letter, we reserve our right to commence legal action without further notice to you.

We trust that you will co-operate with us in this matter. However, in the absence of a satisfactory response by the below deadline, we reserve our rights to take further legal action against you and to seek our legal costs of doing so from you.

We look forward to hearing from you by **5pm on [insert deadline date]**.

Yours faithfully,

[insert name]

[insert company]