

IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION

Rolls Building
Fetter Lane, London, EC4A 1NL

Date: 29 January 2013

Before :

THE HON MR JUSTICE ARNOLD

Between :

Claimants

(1) HOTEL CIPRIANI SRL
(2) HOTELAPA INVESTIMENTO HOTELEIRO
SA
(3) ISLAND HOTEL (MADEIRA) LIMITED
- and -

Defendants

(1) FRED 250 LIMITED (formerly known as
CIPRIANI (GROSVENOR STREET)
LIMITED
(2) GIUSEPPE CIPRIANI
(3) CIPRIANI INTERNATIONAL SA

Benet Brandreth (instructed by **Walker Morris**) for the **First Claimant**
Emma Himsworth QC (instructed by **Herbert Smith Freehills LLP**) for the **Second**
Defendant

Hearing date: 17 January 2013

Judgment

MR JUSTICE ARNOLD :

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Introduction

1. I gave judgment in these proceedings on 9 December 2008 ([2008] EHC 3032 (Ch), [2009] RPC 9; “the First Instance Judgment”), concluding that:
 - i) the use by the First Defendant (then “CGS”) of the sign “Cipriani” in relation to a restaurant then called Cipriani London at 23/25 Davies Street, London W1K 3DE (referred to as “the Restaurant” in the First Instance Judgment) had infringed Community Trade Mark No. 115824 (“the CTM”) owned by the First Claimant (“HC”) pursuant to Article 9(1)(a) of Council Regulation 40/94/EC of 20 December 1993 on the Community trade mark (now codified as Council Regulation 207/2009/EC of 26 February 2009, “the Regulation”) and CGS had no defence to that claim under Article 12(a);
 - ii) CGS’ use of the sign “Cipriani London” in relation to the Restaurant had infringed the CTM pursuant to Article 9(1)(b) and CGS had no defence to that claim under Article 12(a);
 - iii) the Defendants’ counterclaims for declarations that the CTM and another trade mark were invalidly registered both fell to be dismissed;
 - iv) CGS was liable for passing off;
 - v) HC was entitled to an injunction under section 56 of the Trade Marks Act 1994; and
 - vi) the Second Defendant (“Giuseppe”) and the Third Defendant (“CI”) were jointly liable with CGS.
2. In consequence I made an order on 16 January 2009 which included an injunction (“the Injunction”) in the following terms:

“From two months after the date of this paragraph coming into effect, the Defendants shall not (in the case of the First and

Third Defendants whether acting by its directors, officers, employees, agents or any of them or otherwise howsoever and in the case of the Second Defendant whether acting by himself or by others acting on his behalf, on his instructions or with his encouragement or otherwise howsoever) do the following acts or any of them within the United Kingdom:

- i. infringe the Community Trade Mark number 115824;
 - ii. pass off any restaurant business not that of or connected with the First Claimant as or for such a business by use of the names CIPRIANI or CIPRIANI LONDON or any other name which is confusingly similar to the name CIPRIANI;
 - iii. use the trade marks CIPRIANI or CIPRIANI LONDON or any other trade mark which is confusingly similar to the trade mark CIPRIANI in relation to restaurant services.”
3. The Injunction was stayed pending an appeal by the Defendants.
 4. On 24 February 2010 the Court of Appeal dismissed the Defendants’ appeal for the reasons given in its judgment of that date ([2010] EWCA Civ 110, [2010] RPC 16; “the Court of Appeal Judgment”). Accordingly, the Injunction came into force on 24 April 2010.
 5. In consequence of the Injunction into coming force, CGS changed its name to Fred 250 Ltd (“Fred”) and the name of the Restaurant to C London. Subsequently, in November 2011, another company in the Cipriani Group, Downtown Mayfair Ltd (“DM”) opened a restaurant called Downtown Mayfair at 15 New Burlington Place, London W1S 2HX.
 6. Since the Injunction came into force there have been a series of disputes between the parties as to whether or not the Defendants have been complying with it. These disputes have led to the two applications which are presently before the Court.

HC’s application

7. By an application notice dated 12 September 2012 HC has applied for a declaration that certain acts constituted a breach of the Injunction. As I understand it, HC has brought the application as a low key method of enforcing the Injunction. With one exception, the acts of which HC complains have ceased. HC’s concern is not to obtain penal sanctions, but rather to obtain confirmation that the Injunction prohibits any repetition or continuation of those acts in the future.
8. Slightly curiously, HC’s application has only been made against Giuseppe, and not against the other Defendants. This is on the basis that Giuseppe controls Fred and DM. I shall return to this point below.
9. HC’s application has two limbs. The first limb seeks a declaration that the use of the words “by G. Cipriani” on the windows and menus of C London during the period from May 2010 to December 2011 and on the windows and menus of Downtown

Mayfair during the period from November to December 2011 constituted a breach of the Injunction. These words were used in context of logos for the two restaurants.

10. I reproduce the logo for Downtown Mayfair below:



11. This logo includes the Logo as defined in the First Instance Judgment at [31].
12. The logo for C London was the same as the one reproduced below except that it included the words “by G. Cipriani” in place of the words “Managed by Giuseppe Cipriani”.
13. The second limb seeks a declaration that the Cipriani Group’s website located at www.cipriani.com (“the Website”) has advertised, and continues to advertise, restaurant services to UK consumers in breach of the Injunction.

Giuseppe’s application

14. By an application notice dated 13 November 2012 Giuseppe has applied for a declaration that the use of two logos on the front window, menus and websites of C London and Downtown Mayfair would not constitute a breach of the Injunction.
15. The logo which is proposed to be used in relation to C London is reproduced below:



16. The logo which is proposed to be used in relation to Downtown Mayfair is the same as the one reproduced above except that it contains the words “Managed by Giuseppe Cipriani” in place of the words “by G. Cipriani”.
17. Again, it should be noted that the application is made by Giuseppe alone.

The evidence

18. The evidence on these applications consists of a number of witness statements, including one made by Giuseppe. Sensibly, neither side applied to cross-examine any of the other’s witnesses.

Jurisdiction

19. It is common ground that the Court has jurisdiction to determine both applications. The Court has inherent jurisdiction to grant a declaration where there is a “real commercial reason” for seeking such relief: see *Nokia Corp v InterDigital Corp* [2006] EWCA Civ 1618, [2007] FSR 23. It is common ground that both sides have a real commercial reason for ascertaining whether the Injunction does or does not prohibit certain acts. Given that the purpose of the applications is to obtain declarations as to the effect of the Injunction, the applications are properly made in the existing proceedings.

Determining the effect of the Injunction

20. This is not a case in which there is any dispute as to the construction of the Injunction. The dispute is as to whether particular acts which it is accepted have been, or are proposed to be, committed contravene the Injunction. Because, as is conventional, the Injunction is expressed in terms of a prohibition on committing an infringement of the CTM or passing off or using a confusingly similar trade mark, that requires the Court to decide whether those acts amount to infringement or passing off or the use of a confusingly similar trade mark.
21. It is common ground that the Court must decide those questions in the light of the findings in the First Instance Judgment as upheld by the Court of Appeal Judgment. Those findings are *res judicata*. It follows that the Defendants are bound by issue estoppels from challenging such findings. Those findings include such matters as the validity of the CTM, the distinctive character of the CTM as at April 2004, the goodwill owned by HC in the United Kingdom in April 2004 and so on. Accordingly, when deciding, for example, whether the acts now complained of by HC constituted an infringement of the CTM and the acts proposed by Giuseppe would constitute an infringement of the CTM, and hence a breach of sub-paragraph (i) of the Injunction, the Court must start from those findings. It must then make any necessary further findings which are required in order to determine whether or not the acts infringe. If Millet J said anything different in *Chelsea Man plc v Chelsea Girl Ltd* [1988] FSR 217 at 227-228, then I must respectfully disagree with him. In saying that, I should make it clear that I am not considering the case of an interim injunction, where the position is different because of the absence of any issue estoppels.

Giuseppe's role in the management of the restaurants

22. As I stated in the First Instance judgment at [4], Giuseppe is in charge of the Cipriani Group's businesses outside Italy. Giuseppe is a director of, and indirect shareholder in, both Fred and DM. I do not understand there to be any dispute that Giuseppe plays an active role in the management of both C London and Downtown Mayfair. In the case of C London, his role has been formalised in a Management Agreement between Giuseppe and Fred dated 10 May 2010. His evidence is that he intends to enter into a similar agreement with DM. It is also his evidence that he personally attends both restaurants on a regular basis.

The logos

23. It is convenient to consider the first limb of HC's application and Giuseppe's application together. Counsel for Giuseppe did not dispute that Giuseppe should be taken to have used (HC's application), or to be proposing to use (Giuseppe's application), the respective logos through his control of Fred and DM.

Infringement of the CTM – Article 9(1)(b) of the Regulation

24. I set out the relevant provisions of the Regulation in the First Instance Judgment at [109]. I set out the law with respect to Article 9(1)(b) in *Red Bull GmbH v Sun Mark Ltd* [2012] EWHC 1929 (Ch) at [73] to [78].
25. *The trade mark.* The mark is CIPRIANI.
26. *The signs.* Counsel for HC submitted in his skeleton argument that the sign was "Cipriani", but sensibly did not pursue this submission orally. Rather, he argued that the signs were "G. Cipriani" (HC's application) and "Giuseppe Cipriani" (Giuseppe's application). Counsel for Giuseppe submitted that the signs were the entirety of the respective logos. In my judgment counsel for HC is correct on this point: the logos contain several different signs. I would add, however, that in my view it would make little difference if counsel for Giuseppe were correct. Even on the footing that the sign is "G. Cipriani" or "Giuseppe Cipriani", it must be considered in the context of the relevant logo as a whole: cf. *Samuel Smith Old Brewery (Tadcaster) v Lee* [2011] EWHC 1879 (Ch), [2012] FSR 7 at [91].
27. *The average consumer.* I held in the First Instance Judgment at [124] that the average consumer is representative of the adult general public which patronises restaurants, and in particular the more expensive class of restaurant; and that, while some care is taken over the selection of restaurant services, these are not specialist services or ones over which especial care is taken.
28. *Distinctiveness of the trade mark.* I held in the First Instance Judgment at [44]-[45], [124], [224] and [238]-[240] that the trade mark was a well-known trade mark. It is not suggested that this has ceased to be the case since then.
29. *Comparison between the mark and the sign.* The signs "G. Cipriani" and "Giuseppe Cipriani" consist of the whole of the trade mark with the addition of an initial and a first name respectively.

30. I commented in passing in the First Instance Judgment at [7] that I considered that more people in the United Kingdom would be aware that Cipriani was an Italian surname as at December 2008 than as at April 2004. I do not understand it to be in dispute that, if anything, this would be still more the case at the dates relevant to the present applications, namely May 2010 – December 2011 and January 2013. Thus I consider that, for the purposes of the present application, the average consumer must be taken to be aware that Cipriani is an Italian surname.
31. Counsel for Giuseppe submitted that “G.” and “Giuseppe” qualified “Cipriani” and vice-versa, and thus the average consumer would perceive “G. Cipriani” and “Giuseppe Cipriani” as a reference to an individual of that name. I accept that submission. I will consider the consequences of this below.
32. *Comparison between the services.* There is no dispute that the services in relation to which the signs have been, or are proposed to be, used are identical.
33. *Likelihood of confusion.* Counsel for HC submitted that, taking all of these factors into consideration, use of the signs had given rise or would give rise, as the case might be, to a likelihood of confusion. Counsel for Giuseppe submitted that there was or would be no such likelihood for two main reasons.
34. First, she submitted that the signs complained of were not used or proposed to be used for the purposes of distinguishing the services in question. If correct, this submission would mean that the use was not within the scope of Article 9(1)(b) at all, but I find it more convenient to deal with it here. I do not accept it for the following reasons.
35. In the case of the statement “by G. Cipriani”, I consider that the average consumer would take that statement as indicating the identity of a person who was responsible for the restaurant, whether as chef or proprietor. In short, it would be taken as indicating something significant about the origin of the services provided by the restaurant. This conclusion, which I would have reached anyway, is supported by the evidence of Joel Smith of Giuseppe’s solicitors, who gives a number of examples of similar kinds of usage in the restaurant trade, such as “Alain Ducasse at The Dorchester”, “Gordan Ramsay at Claridge’s”, “Rasoi by Vineet Bhatia” and “CUT at 45 Park Lane by Wolfgang Puck”.
36. In the case of the statement “Managed by Giuseppe Cipriani”, I consider that the average consumer would take that statement as the identity of a person who was responsible for the restaurant as manager, rather than as chef or proprietor. Nevertheless, it would again be taken as indicating something significant about the origin of the services provided by the restaurant. Again, Mr Smith gives evidence of similar kinds of statements by the likes of Terence Conran, Alan Yau and Arkady Novikov.
37. Secondly, counsel for Giuseppe submitted that, since (i) Giuseppe was well known as a manager and proprietor of restaurants and (ii) the restaurants were clearly identified by names which would not be confused with HC or its services, the signs would be understood by the average consumer as merely being used truthfully to describe the role of Giuseppe in the restaurants. I do not accept this submission for the following reasons.

38. In the first place, it has not been established that Giuseppe is well known to the relevant average consumer. Giuseppe and Mr Smith assert that he is well known, but provide no evidence whatsoever to substantiate this assertion. Even if Giuseppe is well known in Italy (or the USA), that would not be relevant. As counsel for Giuseppe herself emphasised, the Injunction is only directed to acts in the United Kingdom.
39. As to the names of the restaurants, counsel for HC did not dispute that they were not in themselves confusing. As he pointed out, however, they are not very distinctive either. It follows that the inclusion of the signs “G. Cipriani” and “Giuseppe Cipriani” in the logos will have more impact on the perception of the average consumer than if the names of the restaurants were very distinctive. In particular, the name “C London” invites the average consumer to think that “C” is an abbreviation of something. If it is coupled with the statement “by G. Cipriani” or “Managed by Giuseppe Cipriani”, consumers may well think that C is short for Cipriani. Even in the case of Downtown Mayfair, the fact that the name is largely descriptive of its location means that consumers may well take those statements, and in particular the word “Cipriani”, as effectively forming part of the restaurant’s name. This is supported by evidence that this in fact occurred in at least two instances. First, a post on a website called Hot Dinners dated 19 November 2011 headed “Cipriani sneaks out a new venue as Downtown Mayfair launches” refers to the restaurant as “Downtown Mayfair by Cipriani”. Secondly, in a review on a website called The Skinny Bib dated 10 January 2012 headed “Downtown ‘Cipriani’ London: Another (Pricy) Italian Address in Mayfair?”, the restaurant is referred to in not only in that manner in the heading, but also in the text as “this new site of world’s renown [sic] Cipriani in Mayfair” and in the formal details at the end as “Downtown Cipriani London”.
40. I held in the First Instance Judgment at [118]-[119] that whether there was a likelihood of confusion had to be assessed on the assumption that the CTM was being used in relation to restaurant services in London. The Court of Appeal did not disagree with this. On that assumption, I consider that it is clear that the use of the signs “G. Cipriani” and “Giuseppe Cipriani” in the context of the respective logos gave rise and would give rise to a likelihood of confusion for similar reasons to those I gave in the First Instance Judgment at [124]. In short, the average consumer would think that the services denoted by the trade mark and the signs came from the same or economically-linked undertakings. Even if that assumption is not made, I consider that there is a likelihood of confusion for similar reasons to those given in the First Instance Judgment at [125] and [225]. It is immaterial that there is no evidence of actual confusion for the reasons I explained in the First Instance Judgment at [127] and [227]-[229].

Infringement of the CTM – Article 12 of the Regulation

41. Counsel for Giuseppe submitted that, even if the use of the signs was within Article 9(1)(b), it was not an infringement by virtue of Article 12(a) or (b).
42. *Article 12(a)*. I held in the First Instance Judgment at [140] that Giuseppe could not take advantage of Article 12(a) since he was not trading or making the use complained of. The Court of Appeal upheld that conclusion at [84]. That conclusion is equally applicable to the present applications. As for Fred and DM, although the Court of Appeal held that in principle a company can rely on Article 12(a) to protect its trading name as well as its corporate name, for obvious reasons counsel for

Giuseppe did not argue that “G. Cipriani” or “Giuseppe Cipriani” was the trading name of either Fred or DM.

43. *Article 12(b)*. Counsel for Giuseppe submitted that the statements “by G. Cipriani” and “Managed by Giuseppe Cipriani” were “indications concerning the ... quality ... or other characteristics” of the services in question within Article 12(b). I do not accept this. In the case of “by G. Cipriani”, as discussed above, the average consumer would be likely to perceive this as indicating the chef or proprietor of the restaurant, and hence as the origin of the services. The average consumer would not understand it as denoting the quality or other characteristics of the services. (It is, of course, true that particular chefs or proprietors have a reputation for high quality cuisine and/or customer service – but that is an aspect of the origin function of the signs constituted by their names.) In the case of “Managed by Giuseppe Cipriani”, the average consumer would be likely to perceive this as indicating the manager of the restaurant, and to that extent the origin of the services. As counsel for HC accepted, the position might perhaps be different if Giuseppe was known to have a particular system of management that resulted in particular benefits for the cuisine or quality of service; but there is no evidence that that is the case.
44. *Use in accordance with honest practices*. I held in the First Instance Judgment that the use of the signs then complained of was not use in honest practices in industrial commercial matters for the reasons I gave at [153]-[164]. The Court of Appeal upheld this assessment: see the Court of Appeal Judgment at [74]-[83]. Counsel for HC submitted that most of the 10 reasons I gave for reaching that conclusion were equally applicable to the present applications. I agree with this. Nevertheless I shall consider the matter afresh in accordance with the approach set out in *Samuel Smith* at [114]-[120], as counsel for Giuseppe requested me to do.
45. Considering each of the factors listed in *Samuel Smith* at [118], the position is as follows:
 - i) Giuseppe is well aware of the CTM.
 - ii) There is no evidence as to any legal advice Giuseppe has received.
 - iii) I have explained how I consider that the average consumer would perceive the uses in issue above. As counsel for HC submitted, the uses are as part of the branding of the restaurants. They are not mere formal statements by Giuseppe in, say, legal or accounting documents.
 - iv) In my judgment Giuseppe should have appreciated that HC would object to the statement “by G. Cipriani”. He knows that HC does object to the statement “Managed by Giuseppe Cipriani”.
 - v) In my judgment Giuseppe should have appreciated that the statement “by G. Cipriani” would give rise to a likelihood of confusion. Once this judgment has been handed down, he will know that that this Court has found that the statement “Managed by Giuseppe Cipriani” would give rise to a likelihood of confusion.

- vi) There is no evidence of any actual confusion in the case of “by G. Cipriani”. There has been no opportunity for actual confusion in the case of “Managed by Giuseppe Cipriani”.
 - vii) As Giuseppe knows, the CTM has a reputation. As Giuseppe also knows, I concluded in the First Instance Judgment, and the Court of Appeal agreed, that the reputation of the CTM could be adversely affected by the use of the sign “Cipriani” by the Defendants. The same goes for the usages presently in issue.
 - viii) In my judgment use of the signs complained of interferes with HC’s ability to exploit the CTM, in particular by opening a hotel or restaurant in London.
 - ix) I concluded in the First Instance Judgment, and the Court of Appeal agreed, that the understandable fact that Giuseppe wanted to call the Restaurant by his family name was not a sufficient justification for the use of the signs complained of. I recognise that the signs in issue on these applications are different. That is particularly so in the case of “Giuseppe Cipriani” given that it is to be preceded by the words “Managed by”. Nevertheless I am not persuaded that this is a significant factor in Giuseppe’s favour given the other circumstances of the case. In particular, I am not persuaded that it justifies causing the confusion that I consider likely.
 - x) HC was somewhat slow in complaining about the use of “by G. Cipriani”. HC’s evidence was that it was not aware of this until shortly before it complained. But that is academic given that Giuseppe responded to the complaint by arranging for the use to cease. As for “Managed by Giuseppe Cipriani”, Giuseppe has sensibly applied for clearance in advance.
46. Overall, my conclusion is that the use and proposed use of the signs amounts to unfair competition with HC. Accordingly it is not in accordance with honest practices in industrial and commercial matters.

Passing off

47. Given my conclusion in relation to infringement of the CTM, I shall deal with this very briefly. In my judgment use of the statement “by G. Cipriani” amounted to passing off and use of the statement “Managed by Giuseppe Cipriani” would amount to passing off for similar reasons to those I have given in relation to Article 9(1)(b). Giuseppe has no own name defence for the same reason as I have given in relation to Article 12(a).

Use of a confusingly similar trade mark

48. Again, I shall deal with this very briefly. Counsel for HC explained that HC’s case was that the trade marks used or proposed to be used were “G. Cipriani” and “Giuseppe Cipriani”. In my judgment those are confusingly similar trade marks within the scope of section 56 for similar reasons to those I have given in relation to Article 9(1)(b). As the Court of Appeal pointed out at [35], there is no own name defence to section 56.

The Website

49. As noted above, HC's application is only made against Giuseppe. Counsel for Giuseppe suggested that he was not the appropriate respondent so far as the Website was concerned. As counsel for HC pointed out, however, HC's unchallenged evidence is that Giuseppe has control over the Website.
50. Counsel for HC submitted that (a) the Website as it existed from May 2010 to December 2011 ("the historic Website") and (b) the current Website infringed the CTM, and therefore contravened sub-paragraph (i) of the Injunction. This was on the basis that they amounted to use of the sign "CIPRIANI" in advertisements for restaurant services targeted at UK consumers contrary to Article 9(1)(a) of the Regulation.
51. Counsel for Giuseppe did not dispute that both the historic Website and the current Website amounted to use of the sign CIPRIANI in advertisements for restaurant services, and to that extent amounted to use within Article 9(1)(a) of the Regulation. She submitted, however, that, although the Website was accessible in the United Kingdom, it was not targeted at UK consumers. Accordingly, it did not contravene the Injunction.
52. Thus the only issue in relation to the Website, apart from that of control, is whether it was and is targeted at UK consumers. There is no dispute that the correct approach to this question is that laid down in *Euromarket Designs Inc v Peters* [2001] FSR 20 at [12]-[20], *1-800 Flowers v Phonenames* [2001] EWCA Civ 721, [2002] FSR 12 at [136]-[139] and Case C-324/09 *L'Oréal SA v eBay International AG* [2011] ECR-I 0000, [2011] ETMR 52 at [64]-[65].

The historic Website

53. Counsel for HC relied upon the following as showing that the historic Website was targeted at UK consumers:
 - i) the Website's home page headed CIPRIANI highlighted a presence in London through reference to London at the top right-hand side of the page;
 - ii) the London page of the Website, which was accessible by clicking on London on the top right-hand side of the home page, referred to restaurants in London (namely C London and, after November 2011, Downtown Mayfair);
 - iii) in addition, in November and December 2011, the London page had CIPRIANI on the top left-hand side of the page; and
 - iv) references to the geographical location London on the top right-hand side appeared on a number of different pages of the Website which also contained CIPRIANI.
54. In my judgment the historic Website, and in particular the London page, was targeted at UK consumers. This advertised first one and then two restaurants in London. It was plainly advertising those restaurants to, among others, UK consumers. Even though it indicated that the restaurants were called C London and Downtown Mayfair, it did so

by reference to the sign CIPRIANI, since consumers would have arrived at the London page via the home page. This was even more true in November and December 2011, when the London page itself bore that sign. The historic Website was therefore a breach of the Injunction.

55. Counsel for Giuseppe submitted that such usage could not be a breach of the Injunction given that paragraph 5 of the order I made on 16 January 2009 and paragraph 5 of the order made by the Court of Appeal on 24 February 2010 required the Defendants to place statements about the courts' findings on the London page of the Website. The latter order expired on 3 September 2010. I am prepared to accept that that order might well constitute a justification for the maintenance of the London page, and hence usage of the sign "CIPRIANI" in relation to that page, prior to that date; but it cannot do so after that date.

The current Website

56. The current Website does not include any page for London. The only basis upon which counsel for HC submitted that the current Website was targeted at UK consumers was that it was a global website targeted at a globe-trotting clientele. I do not accept that that is enough to make it targeted at UK consumers. There is nothing at all on the current website to indicate that it is targeted at the UK, as opposed to the US and other English-speaking countries. Indeed, the FAQ page on the retail section of the Website suggests that it is mainly targeted at US consumers. Although it appears to be possible to reserve a table at, say, Cipriani Wall Street from the UK via the Website, there is nothing to suggest that that facility is targeted at UK consumers.
57. Counsel for HC attempted to gain some assistance from the fact that the current Website continues to advertise Cipriani Porto Cervo, given that Porto Cervo is within the European Union. While that might well be relevant to the question of whether that amounts to infringement of the CTM, it is not relevant to the question of whether the Website infringes the CTM in the United Kingdom, and hence contravenes the Injunction.

Conclusions

58. For the reasons given above, I conclude that:
- i) the use of the sign "G. Cipriani" as part of the C London and Downtown Mayfair logos from May 2010 to December 2011 and November to December 2011 respectively amounted to a breach of the Injunction;
 - ii) the use of the sign "Giuseppe Cipriani" as part of the logos proposed to be used by C London and Downtown Mayfair would amount to a breach of the Injunction;
 - iii) the use of the sign "CIPRIANI" on the historic Website amounted to a breach of the Injunction; and
 - iv) the use of the sign "CIPRIANI" on the current Website does not amount to a breach of the Injunction.