

**HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS
INTELLECTUAL PROPERTY LIST
INTELLECTUAL PROPERTY ENTERPRISE COURT**

CLAIM NO: IP-2021-000125

BETWEEN

WHO DARES WINS (ALFRETON) LIMITED

(CLAIMANT)

AND

- 1. RACING PIGEON INTERNATIONAL LTD**
- 2. MARK JAMES LYFORD**
- 3. BMI ONE LOFT RACE LIMITED**
- 4. LEE BARRY SULLIVAN**
- 5. IAN SULLIVAN**

(DEFENDANTS)

APPENDIX 1

MARK LYFORD LETTER TO BRANDSMITHS 21 DECEMBER 2021

Your Ref: TO FOLLOW

21 December 2021

Dear Mr Wood

Thank you for your letter dated 16 December 2021.

I believe every case is different and it is down to interpretation of the law and that ultimately it is a decision by the Courts.

Therefore I shall express my opinion on the matters raised in your letter and address your points, albeit from a layman's point of view.

The reason I proposed that particular agreement to Mr Tomlinson instead of being paid in GBP was because Mr Tomlinson stated that he couldn't afford to pay me as he was struggling financially. Therefore I believed that I could offer him a deal that would support him as I really believed in my abilities in turning his race from a mere 700 entries to a 1,500, potentially doubling his net profit. I wanted to help him out. I wanted to make his race the best there is in the UK. I had all best intentions. Anyone reading the contract can see that it's not made to my advantage.

As you rightly point out, I relied upon my "*repute in the trade*" to realise on payment for the services I provided to Mr Tomlinson as per our agreement. I could argue against your point of "*significant gain on the rates you would otherwise obtain*", given that you do not know the amount of hours I spent on the promotion and any other costs I have incurred with travel, professional printing of materials, setting up the website, editing etc. As you will be aware, with any promotional activities, most of these are being made before the actual event, to attract interest and participants.

For example, thanks to my connections and promotions, I secured entries from Romania for Mr Tomlinson. For the first time in his seven year race history. These competitors entered Mr Tomlinson's race based on my endorsement and my "*repute in the trade*", with an estimated total fee received by Mr Tomlinson of £2,700. They didn't know Mr Tomlinson. They knew me and they trusted me.

You also state that I "*could have earned even more potentially by selling the birds after the race*". This is untrue. Given that once the 30 entries would be sold into the race, they wouldn't belong to me anymore. They would belong to the new owner. It would be their gain if the bird managed to get into the final and returned and got sold, gain which is split 50-50 with Mr Tomlinson. So again, the one gaining out of this is Mr Tomlinson, not me.

So to suggest that I could have made significant gains overall through this arrangement, is not true. I felt belittled by the comment in your letter as it suggested that I was not worth the money I requested.

My relationship with Mr Tomlinson started in early April 2019 when he approached me as he believed I was the right person to make his race successful. Since then I carried out significant unpaid work in promoting his race and also on a personal level, supporting him through his shows in the UK. For example, I did interviews with him on my online show, I put together videos shot with my drone. I did all this for free as I believed in him.

For reasons unbeknown to me, Mr Tomlinson started denigrating me online, around March - April 2020 and he refused to return my calls or any attempt to resolve any potential misunderstandings amicably. He began a sustained online campaign of denigration of my name and my reputation, with posts in which he called me a con man, a fraudster and a liar. He claimed that I tried to "*rip him off*", a malicious accusation that he never proved. In the end he even stopped using my name and simply called me "the con man".

He shared these posts within several Facebook pigeon groups and generally at any opportunity that he had to bring my name into disrepute.

I have written evidence of his posts, comments, website links and texts, comments I received from people who bought into my syndicate and then withdrew their entries as they believed that the birds would not get a fair treatment given Mr Tomlinson's prejudiced and derogatory comments (including on his live streamed shows) towards me. So to be clear: people were afraid that these 30 birds (which weren't 30 after all, but this is another story) would not get a fair treatment given Mr Tomlinson's hatred towards me. It was his actions that created the unfairness, not mine.

In addition, I received slurs, insults and death threats, all as a result of his public comments about me. From people that never met me or had anything to do with me. All as a direct result of Mr Tomlinson's actions. I have evidence which I will provide if/when required by law to do so.

Yes, it is correct that I proposed as an alternative to enter the birds myself. Mr Tomlinson stated that it was against the race rules, which I wasn't aware of. He did not offer any other alternatives to ensure I received payment for my services.

As an alternative I also asked for my son to enter the pigeons in his own name. He declined it and asked for the full entry fees. He never at any point proposed any alternative that would suggest that he was prepared to pay for the services I had provided.

Mr Tomlinson offered at some point to pay £3,000 but then withdrew his offer (for which I also have evidence). He later offered £2,000 which I refused (June 2020). To me this demonstrates that Mr Tomlinson knows that he has not paid for my work. Therefore I can not accept your suggestion that I *'negotiated and received any payment'*.

I tried everything I could to get some form of payment for all the hard work I put in. I think you can understand that the commercial dispute is not as straight forward...

Which takes me to your point about the *"company's legal remedy to sue for the debt"*. My decision not to chase the debt was two fold:

- 1) It didn't make commercial sense to pursue it given solicitor's costs, court's costs that would far outweigh the money Mr Tomlinson's owed me;
- 2) The stress that Mr Tomlinson and his family put me and my family through months on end was not worth it. My family and my health take priority.

I simply chose to walk away. I wanted to draw a line under this matter and move on with my life.

So I disagree with your interpretation of my actions. Simply because I chose to walk away does not entitle Mr Tomlinson to use my work and then demand that I give him the right to the work anyway. My actions (and/or lack of) are not an endorsement to agreeing him to use my work.

In relation to the flyer and your point with regards to consumers *"having imperfect recollection and are poor at remembering details unless items are seen alongside one another"*. Given that the letter doesn't quote the source, I believe this is a personal opinion and not a fact supported by evidence and/or research in relation to entries into pigeon races. Therefore I believe this is a subjective matter. Unless evidenced otherwise, I doubt that people entered any other race in the belief that they entered Mr Tomlinson's because they got confused by a particular flyer. So there is no detriment on Mr Tomlinson's behalf.

I am not prepared to provide you with any contracts or agreements between me and third parties. These are confidential agreements between me and the third parties. If Mr Tomlinson is so concerned that he may be breaking copyright laws, then he should stop using my work. However, given that he's still using these designs publicly after engaging your services suggests to me that he is not *"seriously concerned"* about breaking copyright laws. As I mentioned before, I believe that my commercial dispute with Mr Tomlinson is not resolved, therefore he shouldn't use my work.

In addition, he appears not to be *"seriously concerned"* about breaking copyright laws when he's actively advertising DVDs that I produced, with photos and montage that I produced which

include my company's logo (as per my CAD letter recently sent) without my permission. So, he is using my work illegally, making a profit from my work, yet he is "*seriously concerned*" about a flyer.

With regards to defamation mentioned in the last part of your letter and my posting on my website, I include a recent Facebook post by Mr Tomlinson dated 11 December 2021 (copy enclosed), ten days ago. He contacted a total stranger, someone he had never met or was connected to. But someone who had a complaint against one of my employees in 2014. Seven years ago. I thought this example post would be relevant for your records. I'm not exactly sure what Mr Tomlinson is trying to imply there in relation to my attempt at '*trying to rip them off*' and that I'm telling people that I'm just "*a family man*". Also, for accuracy of information, I only met Mr Tomlinson in April 2019 and our dispute started in April 2020, so to state that he suffered "*3 years of hell*" is completely untrue. However, for someone who only reads his statements, this sounds powerful. In my opinion his actions are done with intent and malice. He is actively instigating someone who posted something seven years ago. He is resurrecting the hate whilst stating something untrue.

Another example of false accusations by Mr Tomlinson made public was during a live stream video in October 2021 about my apparent hacking the WDW Auction website although he had no evidence. That video stream is viewed live by potentially hundreds of people and being shared thereafter. His viewers listen to him and take in the hate propagated by him on a live stream. So the potential for damage is immense. Again, another act done with intent and malice, with no evidence of me having anything to do with his issues. Yet, so powerful at instigating hate. I felt the need to address that particular incident, not only because I simply haven't got the skills to carry out what Mr Tomlinson is accusing me of but also to inform him that what he's saying is practically impossible based on the software used. However, do you think my comments would matter to a public that already thinks of me as a "con man", a public that doesn't understand how the internet works but are supporters of Mr Tomlinson...I don't think so. Again, the power of his words in a live stream can not be undermined.

There are many other posts and comments (posted also by his son, Robert Tomlinson, with the most recent dated 14 December 2021) that span from April 2020 to date.

As you can see, there are two sides to every story.

With regards to my recent posting online mentioned in your letter, I removed some of my comments. I hope that satisfies your request. I believe in freedom of speech and I believe that I have the right to discuss this matter publicly based on facts. I decided to put the website up due to the bullying and harassment I received continuously from Mr Tomlinson and his family starting with April 2020. As you will notice, I do not promote the website and I have evidence of traffic to the website, so I can demonstrate that this is my way of simply protecting myself from abuse. Abuse that is still being actively carried out on online media, live video streaming, whatsapp group chats etc reaching out potentially thousands of people.

Yours sincerely

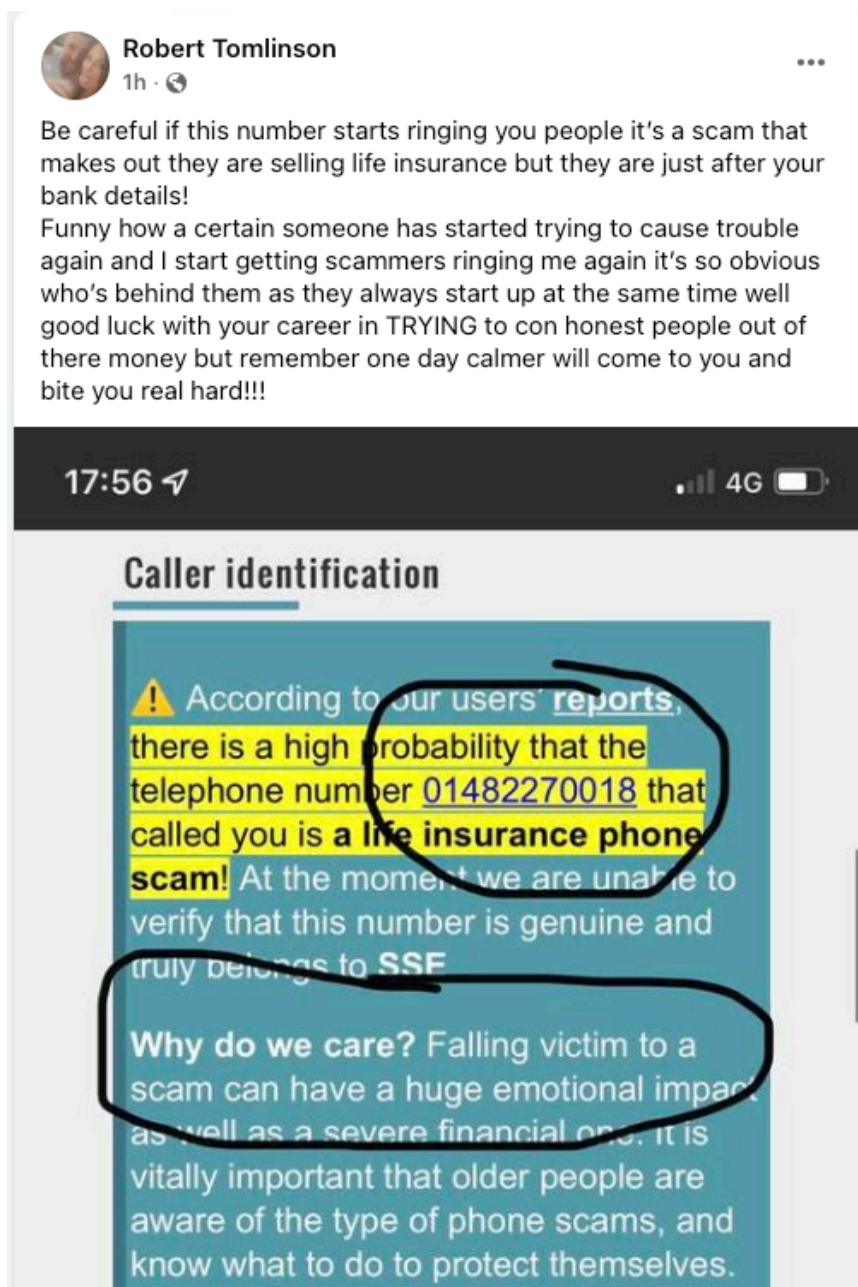


Mark Lyford

TOMLINSON FB COMMENT NO1



ROBERT TOMLINSON FB COMMENT



**HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS
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- 1. RACING PIGEON INTERNATIONAL LTD**
- 2. MARK JAMES LYFORD**
- 3. BMI ONE LOFT RACE LIMITED**
- 4. LEE BARRY SULLIVAN**
- 5. IAN SULLIVAN**

(DEFENDANTS)

APPENDIX 2

EMAIL FROM BRANDSMITH ON 24 DECEMBER WITH BLANK FORMS

From: Aaron Wood
Sent: 24 December 2021 15:19
To: Mark Lyford <mark@lyfordoffice.com>
Subject: O/Client: Who Dares W [REDACTED] Limited

Dear Mr Lyford

Further to earlier correspondence, please find attached the following:

1. Claim forms (one for each of your company and you personally)
2. Particulars of Claim

2 further emails will follow which enclose the Annexes to the Particulars of claim.

Kindest regards,

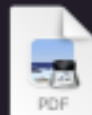
Aaron



N1 Claim form -
D1.pdf



N1 Claim form -
D2.pdf



Response Pack
and all...ms.pdf



Claim Form

In the HIGH COURT - INTELLECTUAL
PROPERTY ENTERPRISE COURT

Fee Account no.

Help with Fees -
Ref no. (if applicable)

H W F - - - - -

For court use only

Claim no.

Issue date

You may be able to issue your claim online which may save time and money. Go to www.moneyclaim.gov.uk to find out more.

Claimant(s) name(s) and address(es) including postcode
Who Dares Wins (Alfreton) Limited of 8-9 New Street, Alfreton,
Derbyshire, DE55 7BP

SEAL

Defendant(s) name and address(es) including postcode

1. Racing Pigeon International Limited of Hill Farm, Willesley Woodside, Ashby De La Zouch,
Leicestershire, England, LE65 2UP; 2. Mark James Lyford; 3. BMI One Loft Race Limited ; 4. Lee Barry
Sullivan; 5. Ian Sullivan

Brief details of claim

A claim for copyright infringement and passing off, together with a claim for a declaration that all copyright in certain Works (as defined in the Particulars of Claim) belong to the Claimant and other remedies for breach of implied terms of the agreement between the Claimant and the First Defendant.

The Claimant seeks an injunction against further reproduction of the Works, an inquiry into damages or an account of profits (at the Claimant's election), further damages under the Enforcement Directive, Additional damages under s.97 of the Copyright Designs and Patents Act 1988, costs and further remedies.

Value

Pending disclosure it is not possible to assess the value but it is believed to be less than £500,000. If the Claimant elects following disclosure of the profits and turnover of the Defendants to elect for damages it undertakes to pay the appropriate court fee

You must indicate your preferred County Court Hearing Centre for hearings here (*see notes for guidance*)

Defendant's
name and
address for
service including
postcode

Racing Pigeon International Limited
Hill Farm, Willesley Woodside, Ashby
De La Zouch, Leicestershire,
England, LE65 2UP

£

Amount claimed	To be assessed
Court fee	569.00
Legal representative's costs	To be assessed
Total amount	To be assessed

For further details of the courts www.gov.uk/find-court-tribunal.

When corresponding with the Court, please address forms or letters to the Manager and always quote the claim number.

Claim No.

☐ Yes ☒ No

Particulars of Claim (~~attached~~)(to follow)

Statement of Truth

I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

☐ **I believe** that the facts stated in this particulars of claim are true.

☐ **The Claimant** believes that the facts stated this particulars of claim are true. **I am authorised** by the claimant to sign this statement.

Signature

☐ Claimant

☐ Litigation friend (where judgment creditor is a child or a patient)

☐ Claimant's legal representative (as defined by CPR 2.3(1))

Date

Day

23

Month

12

Year

2021

Full name

AARON WOOD

Name of claimant's legal representative's firm

BRANDSMITHS SL LIMITED

If signing on behalf of firm or company give position or office held

TRADE MARK ATTORNEY

Claimant's or claimant's legal representative's address to which documents should be sent.

Building and street

Old Pump House

Second line of address

19 Hooper Street

Town or city

London

County (optional)

Postcode

E 1 8 B U

If applicable

Phone number

0203 709 8957

Fax phone number

DX number

Your Ref.

ARW/1444.1

Email

aaron@brandsmiths.co.uk



Claim Form

In the HIGH COURT - INTELLECTUAL PROPERTY ENTERPRISE COURT	
Fee Account no.	
Help with Fees - Ref no. (if applicable)	H W F - <input type="text"/> <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/>

You may be able to issue your claim online which may save time and money. Go to www.moneyclaim.gov.uk to find out more.

	For court use only
Claim no.	
Issue date	

Claimant(s) name(s) and address(es) including postcode
Who Dares Wins (Alfreton) Limited of 8-9 New Street, Alfreton,
Derbyshire, DE55 7BP



Defendant(s) name and address(es) including postcode
1. Racing Pigeon International Limited; 2. Mark James Lyford of Rockleigh House, 37 Burton Road,
Ashby De La Zouch, Leicestershire, United Kingdom, LE65 2LF; 3. BMI One Loft Race Limited ; 4. Lee
Barry Sullivan; 5. Ian Sullivan

Brief details of claim

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Value

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You must indicate your preferred County Court Hearing Centre for hearings here (*see notes for guidance*)

--

Defendant's
name and
address for
service including
postcode

Mark James Lyford
Rockleigh House
37 Burton Road
Ashby De La Zouch
Leicestershire
LE65 2LF

£	
Amount claimed	To be assessed
Court fee	569.00
Legal representative's costs	To be assessed
Total amount	To be assessed

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When corresponding with the Court, please address forms or letters to the Manager and always quote the claim number.

Claim No.

☐ Yes ☒ No

Particulars of Claim (~~attached~~)(to follow)

Statement of Truth

I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

☐ **I believe** that the facts stated in this particulars of claim are true.

☐ **The Claimant** believes that the facts stated this particulars of claim are true. **I am authorised** by the claimant to sign this statement.

Signature

- ☐ Claimant
- ☐ Litigation friend (where judgment creditor is a child or a patient)
- ☐ Claimant's legal representative (as defined by CPR 2.3(1))

Date

Day

23

Month

12

Year

2021

Full name

AARON WOOD

Name of claimant's legal representative's firm

BRANDSMITHS SL LIMITED

If signing on behalf of firm or company give position or office held

TRADE MARK ATTORNEY

Claimant's or claimant's legal representative's address to which documents should be sent.

Building and street

Old Pump House

Second line of address

19 Hooper Street

Town or city

London

County (optional)

Postcode

E	1		8	B	U	
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If applicable

Phone number

0203 709 8957

Fax phone number

DX number

Your Ref.

ARW/1444.1

Email

aaron@brandsmiths.co.uk

Response pack

You should read the 'notes for defendant' attached to the claim form which will tell you when and where to send the forms.

Included in this pack are:

- either **Admission Form N9A** (if the claim is for a specified amount)
- or **Admission Form N9C** (if the claim is for an unspecified amount or is not a claim for money)

- either **Defence and Counterclaim Form N9B**
(if the claim is for a specified amount)
- or **Defence and Counterclaim Form N9D**
(if the claim is for an unspecified amount or is
not a claim for money)

- **Acknowledgment of service** (see below)

If you admit the claim or the amount claimed and/or you want time to pay	→	the admission form
If you admit part of the claim	→	the admission form and the defence form
If you dispute the whole claim or wish to make a claim (a counterclaim) against the claimant	→	the defence form
If you need 28 days (rather than 14) from the date of service to prepare your defence, or wish to contest the court's jurisdiction	→	the acknowledgment of service
If you do nothing, judgment may be entered against you		

Acknowledgment of service

Defendant's full name if different from the name given on the claim form

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In the	
Claim No.	
Claimant (including ref.)	
Defendant	

Address to which documents about this claim should be sent (including reference if appropriate)

Postcode <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	If applicable	
	Telephone no.	
	Fax no.	
	DX no.	
	Your ref.	

E-mail

Tick the appropriate box

1. I intend to defend all of this claim ☐
2. I intend to defend part of this claim ☐
3. I intend to contest jurisdiction ☐

(My) (Defendant's) date of birth is

		/			/				
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If you file an acknowledgment of service but do not file a defence within 28 days of the date of service of the claim form, or particulars of claim if served separately, judgment may be entered against you.

If you do not file an application to dispute the jurisdiction of the court within 14 days of the date of filing this acknowledgment of service, it will be assumed that you accept the court's jurisdiction and judgment may be entered against you.

If served outside the jurisdiction see CPR rule 6.35 and 6.37(5).

Signed

(Defendant) (Defendant's legal representative) (Litigation friend)

Position or office held

Position or office held
(if signing on behalf of firm
or company)

Date

 /

 /

For further details of the courts www.gov.uk/find-court-tribunal. When corresponding with the Court, please address forms or letters to the Manager and always quote the claim number.

Notes for defendant on replying to the claim form

Please read these notes carefully - they will help you decide what to do about this claim.

Further information may be obtained from the court in a series of free leaflets

- If this claim form was received with the particulars of claim completed or attached, you must reply within 14 days of the date it was served on you. If the words 'particulars of claim to follow' are written in the particulars of claim box, you should not reply until after you are served with the particulars of claim (which should be no more than 14 days after you received the claim form). If the claim was sent by post, the date of service is taken as the second business day after posting (see post mark). If the claim form was delivered or left at your address the date of deemed service will be the second business day (see CPR rule 6.14) after delivery.
- You may either:
 - pay the total amount i.e. the amount claimed, the court fee, and solicitor's costs (if any)
 - admit that you owe all or part of the claim and ask for time to pay, or
 - dispute the claim
- If you do not reply, judgment may be entered against you.
- The notes below tell you what to do.
- The response pack will tell you which forms to use for your reply. (The pack will accompany the particulars of claim if they are served after the claim form).
- Court staff can help you complete the forms of reply and tell you about court procedures. But they cannot give legal advice. If you need legal advice, for example about the likely success of disputing the claim, you should contact a solicitor or a Citizens Advice Bureau immediately.

Registration of Judgments: If this claim results in a judgment against you, details will be entered in a public register, the Register of Judgments, Orders and Fines. They will then be passed to credit reference agencies which will then supply them to credit grantors and others seeking information on your financial standing. **This will make it difficult for you to get credit.** A list of credit reference agencies is available from Registry Trust Ltd, 173/175 Cleveland Street, London W1T 6QR.

Costs and Interest: Additional costs and interest may be added to the amount claimed on the front of the claim form if judgment is entered against you. In a county court, if judgment is for £5,000 or more, or is in respect of a debt which attracts contractual or statutory interest for late payment, the claimant may be entitled to further interest.

Your response and what happens next

How to pay

Do not bring any payments to the court - they will not be accepted.

When making payments to the claimant, quote the claimant's reference (if any) and the claim number.

Make sure that you keep records and can account for any payments made. Proof may be required if there is any disagreement. It is not safe to send cash unless you use registered post.

Admitting the Claim

Claim for specified amount

If you admit all the claim, take or send the money, including the court fee, any interest and costs, to the claimant at the address given for payment on the claim form, within 14 days.

If you admit all the claim and you are asking for time to pay, complete Form N9A and send it to the claimant at the address given for payment on the claim form, within 14 days. The claimant will decide whether to accept your proposal for payment. If it is accepted, the claimant may request the court to enter judgment

against you and you will be sent an order to pay. If your offer is not accepted, the court will decide how you should pay.

If you admit only part of the claim, complete Form N9A and Form N9B (see 'Disputing the Claim' overleaf) and send them to the court within 14 days. The claimant will decide whether to accept your part admission. If it is accepted, the claimant may request the court to enter judgment against you and the court will send you an order to pay. If your part admission is not accepted, the case will proceed as a defended claim.

Claim for unspecified amount

If you admit liability for the whole claim but do not make an offer to satisfy the claim, complete Form N9C and send it to the court within 14 days. A copy will be sent to the claimant who may request the court to enter judgment against you for an amount to be decided by the court, and costs. The court will enter judgment and refer the court file to a judge for directions for management of the case. You and the claimant will be sent a copy of the court's order.

If you admit liability for the claim and offer an amount of money to satisfy the claim, complete Form N9C and send it to the court within 14 days. The claimant will be sent a copy and asked if the offer is acceptable. The claimant must reply to the court within 14 days and send you a copy. If a reply is not received, the claim will be stayed. If the amount you have offered is **accepted** -

- the claimant may request the court to enter judgment against you for that amount.
- if you have requested time to pay which is not accepted by the claimant, the rate of payment will be decided by the court.

If your offer in satisfaction is **not accepted** -

- the claimant may request the court to enter judgment against you for an amount to be decided by the court, and costs; and
- the court will enter judgment and refer the court file to a judge for directions for management of the case. You and the claimant will be sent a copy of the court's order.

Disputing the claim

If you are being sued as an individual for a specified amount of money and you dispute the claim, the claim may be transferred to a local court i.e. the one nearest to or where you live or carry on business if different from the court where the claim was issued.

If you need longer than 14 days to prepare your defence or to contest the court's jurisdiction to try the claim, complete the Acknowledgment of Service form and send it to the court within 14 days. This will allow you 28 days from the date of service of the particulars of claim to file your defence or make an application to contest the court's jurisdiction. The court will tell the claimant that your Acknowledgment of Service has been received.

If the case proceeds as a defended claim, you and the claimant will be sent a Directions Questionnaire. You will be told the date by which it must be returned to the court. The information you give on the form will help a judge decide whether your case should be dealt with in the small claims track, fast track or multi-track. After a judge has considered the completed questionnaires, you will be sent a notice of allocation setting out the judge's decision. The notice will tell you the track to which the claim has been allocated and what you have to do to prepare for the hearing or trial. **Leaflets telling you more about the tracks are available from the court office.**

Claim for specified amount

If you wish to dispute the full amount claimed or wish to claim against the claimant (a counterclaim), complete Form N9B and send it to the court within 14 days.

If you admit part of the claim, complete the Defence Form N9B and the Admission Form N9A and send them both to the court within 14 days. The claimant will decide whether to accept your part admission in satisfaction of the claim (see under 'Admitting the Claim - specified amount'). If the claimant does not accept the amount you have admitted, the case will proceed as a defended claim.

If you dispute the claim because you have already paid it, complete Form N9B and send it to the court within 14 days. The claimant will have to decide whether to proceed with the claim or withdraw it and notify the court and you within 28 days. If the claimant wishes to proceed, the case will proceed as a defended claim.

Claim for unspecified amount/return of goods/non-money claims

If you dispute the claim or wish to claim against the claimant (counterclaim), complete Form N9D and send it to the court within 14 days.

Personal injuries claims:

If the claim is for personal injuries and the claimant has attached a medical report to the particulars of claim, in your defence you should state whether you:

- agree with the report **or**
- dispute all or part of the report **and** give your reasons for doing so **or**
- neither agree nor dispute the report **or** have no knowledge of the report

Where you have obtained your own medical report, you should attach it to your defence.

If the claim is for personal injuries and the claimant has attached a schedule of past and future expenses and losses, in your defence you must state which of the items you:

- agree **or**
- dispute **and** supply alternative figures where appropriate **or**
- neither agree nor dispute or have no knowledge of.

Address where notices can be sent

This must be either the business address of your solicitor or European Lawyer or your own residential or business address within the UK or in any other European Economic Area state.

Statement of truth

This must be signed by you, by your solicitor or your litigation friend, as appropriate.

Where the defendant **is a registered company or a corporation** the response must be signed by either the director, treasurer, secretary, chief executive, manager or other officer of the company **or** (in the case of a corporation) the mayor, chairman, president or town clerk.

Admission (unspecified amount, non-money and return of goods claims)

- Before completing this form please read the notes for guidance attached to the claim form. If necessary provide details on a separate sheet, add the claim number and attach it to this form.
- If you are not an individual, you should ensure that you provide sufficient details about the assets and liabilities of your firm, company or corporation to support any offer of payment made.

In non-money claims only

☐ I admit liability for the whole claim
(Complete section 11)

In return of goods cases only

Are the goods still in your possession?

☐ Yes ☐ No

Part A Response to claim (tick one box only)

☐ I admit liability for the whole claim but want the court to decide the amount I should pay / value of the goods

OR

☐ I admit liability for the claim and offer to pay in satisfaction of the claim
(Complete part B and sections 1 - 11)

Part B How are you going to pay the amount you have admitted? (tick one box only)

☐ I offer to pay on (date)

OR

☐ I cannot pay the amount immediately because (state reason)

AND

I offer to pay by instalments of £
per (week)(month)

starting (date)

1 Personal details

Surname

Forename

☐ Mr ☐ Mrs ☐ Miss ☐ Ms

☐ Married ☐ Single ☐ Other (specify)

Date of birth

Address

Postcode

Tel. no.

In the

Claim No.

Claimant

(including ref.)

Defendant

2 Dependants (people you look after financially)

Number of children in each age group

under 11 11-15 16-17 18 & over

Other dependants

(give details)

3 Employment

☐ I am employed as a

My employer is

Jobs other than

main job (give details)

☐ I am self employed as a

Annual turnover is..... £

☐ I am not in arrears with my national insurance contributions, income tax and VAT

☐ I am in arrears and I owe..... £

Give details of:

(a) contracts and other work in hand

(b) any sums due for work done

☐ I have been unemployed for

years

months

☐ I am a pensioner

4 Bank account and savings

☐ I have a bank account

☐ The account is in credit by..... £

☐ The account is overdrawn by.... £

☐ I have a savings or building society account

The amount in the account is..... £

5 Residence

I live in

☐ my own property ☐ lodgings

☐ jointly owned house ☐ rented property

☐ council accommodation

6 Income

My usual take home pay (*including overtime, commission, bonuses etc*)

£ per

Income support

£ per

Child benefit(s)

£ per

Other state benefit(s)

£ per

My pension(s)

£ per

Others living in my home give me

£ per

Other income (*give details below*)

£ per

£ per

£ per

Total income

£ per

8 Priority debts

(*This section is for arrears only. Do not include regular expenses listed in section 7*)

Rent arrears

£ per

Mortgage arrears

£ per

Council tax/Community Charge arrears

£ per

Water charges arrears

£ per

Fuel debts: Gas

£ per

Electricity

£ per

Other

£ per

Maintenance arrears

£ per

Others (*give details below*)

£ per

£ per

Total priority debts

£ per

7 Expenses

(*Do not include any payments made by other members of the household out of their own income*)

I have regular expenses as follows:

Mortgate (*including second mortgage*)

£ per

Rent

£ per

Council tax

£ per

Gas

£ per

Electricity

£ per

Water charges

£ per

TV rental and licence

£ per

HP repayments

£ per

Mail order

£ per

Housekeeping, food, school meals

£ per

Travelling expenses

£ per

Children's clothing

£ per

Maintenance payments

£ per

Others (*not court orders or credit debts listed in sections 9 and 10*)

£ per

£ per

£ per

Total expenses

£ per

9 Court orders

Court Claim No. £ per

Total court order instalments

£ per

Of the payments above, I am behind with payments to (*please list*)

10 Credit debts

Loans and credit card debts (*please list*)

£ per

£ per

£ per

Of the payments above, I am behind with payments to (*please list*)

11 Declaration

I declare that the details I have given above are true to the best of my knowledge

Signed

Position or office held

Date

(if signing on behalf of firm or company)

Defence and Counterclaim

(unspecified amount, non-money and return of goods claims)

- Fill in this form if you wish to dispute all or part of the claim and/or make a claim against the claimant (a counterclaim)
- You have a limited number of days to complete and return this form to the court.
- Before completing this form, please read the notes for guidance attached to the claim form.
- Please ensure that all the boxes at the top right of this form are completed. You can obtain the correct names and number from the claim form. The court cannot trace your case without this information.

How to fill in this form

- Set out your defence in section 1. If necessary continue on a separate piece of paper making sure that the claim number is clearly shown on it. In your defence you must state which allegations in the particulars of claim you deny and your reasons for doing so. If you fail to deny an allegation it may be taken that you admit it.
- If you dispute only some of the allegations you must
 - specify which you admit and which you deny; and
 - give your own version of events if different from the claimant's.
- If the claim is for money and you dispute the claimant's statement of value, you must say why and if possible give your own statement of value.

Name of court	
Claim No.	
Claimant (including ref.)	
Defendant	

- If you wish to make a claim against the claimant (a counterclaim) complete section 2.
- Complete and sign section 3 before returning this form.

Where to send this form

- send or take this form immediately to the court at the address given on the claim form.
- Keep a copy of the claim form and the defence form.

Need help with your legal problems?

Community legal advice is a free confidential service, funded by legal aid. They can help you find the information and advice you need by putting you in touch with relevant agencies, helplines or local advice services. And if you are eligible for legal aid, the service can offer specialist legal advice over the telephone in cases involving: debt; housing; employment; benefits; and education

Call **0845 345 4 345** or **www.communitylegaladvice.org.uk**

1. Defence

(continue over the page)

Defence (continued)**2. If you wish to make a claim against the claimant (a counterclaim)**

- To start your counterclaim, you will have to pay a fee. Court staff can tell you how much you have to pay.
- You may not be able to make a counterclaim where the claimant is the Crown (e.g. a Government Department). Ask at your local county court office for further information.

If your claim is for a specific sum of money, how much are you claiming?

£

I enclose the counterclaim fee of

£

My claim is for *(please specify nature of claim)*

What are your reasons for making the counterclaim?

If you need to continue on a separate sheet put the claim number in the top right hand corner.

3. Signed - To be signed by you or by your solicitor or litigation friend.

*(I believe) (The defendant believes) that the facts stated in this form are true.

*I am duly authorised by the defendant to sign this statement.

delete as appropriate*Position or office held**

(If signing on behalf of firm or company)

Date //Defendant's date of birth, if an individual //

Give an address to which notices about this case can be sent to you

	If applicable	
	Telephone no.	
	Fax no.	
	DX no.	

Postcode

E-mail

**HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS
INTELLECTUAL PROPERTY LIST
INTELLECTUAL PROPERTY ENTERPRISE COURT**

CLAIM NO: IP-2021-000125

BETWEEN

WHO DARES WINS (ALFRETON) LIMITED

(CLAIMANT)

AND

- 1. RACING PIGEON INTERNATIONAL LTD**
- 2. MARK JAMES LYFORD**
- 3. BMI ONE LOFT RACE LIMITED**
- 4. LEE BARRY SULLIVAN**
- 5. IAN SULLIVAN**

(DEFENDANTS)

APPENDIX 3

EMAILS AND LETTERS BETWEEN MARK LYFORD AND BRANDSMITHS

----- Forwarded message -----

From: Aaron Wood <aaron@brandsmiths.co.uk>

Date: 16 Dec 2021, 16:12 +0000

To: Mark Lyford <mark@lyfordoffice.com>

Subject: RE: Fwd: O/Client: Who Dares Wins (Alfreton) Limited

Dear Mr Lyford

Please find attached my letter of today's date in relation to the issue of the IP ownership. This is without prejudice to any ability to bring complaint separately for the subject matter of your website or the other materials being posted or published by you.

Kindest regards,

Aaron

[See More](#) from Mark Lyford



Letter 16 Dec
2021 t...ord.pdf

ML

Mark Lyford

Re: Fwd: IP-2021-000125: O/Client: Who Dares Wins (Alfreton) Limited

To: Aaron Wood

Inbox - Exchange 30 December 2021 at 10:38

Mr Wood,

Please confirm the claim number and address of the courts where to send my forms to.

Mark Lyford

On 30 Dec 2021, 09:13 +0000, Aaron Wood <aaron@brandsmiths.co.uk>, wrote:

Dear Mr Lyford

Further to service to you on 24th December 2021, the Court has now returned the duly stamped claim forms (attached) and I also attach by way of service the response pack (including the explanation document).

Please note that 2 claim forms are attached (one for you and one for your company).

Kindest regards,

Aaron

ML

Mark Lyford

Fwd: RE: Fwd: IP-2021-000125: O/Client: Who Dares Wins (Alfreton) Limited

4 January 2022 at 10:01

Mark

----- Forwarded message -----

From: Aaron Wood <aaron@brandsmiths.co.uk>

Date: 4 Jan 2022, 09:49 +0000

To: Mark Lyford <mark@lyfordoffice.com>

Subject: RE: Fwd: IP-2021-000125: O/Client: Who Dares Wins (Alfreton) Limited

Dear My Lyford

As set out in the subject line of this email, the claim number is IP-2021-000125. The address to send any document is:

The Rolls Building 7 Rolls Building Fetter Lane London EC4A 1NL DX160040 Strand 4

If you wish to obtain further assistance you can review the IPEC Guide here:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/823201/intellectual-property-enterprise-guide.pdf

Aaron

ML

Mark Lyford

Fwd: RE: Fwd: IP-2021-000125: O/Client: Who Dares Wins (Alfreton) Limited

4 January 2022 at 10:01

Mark

----- Forwarded message -----

From: Aaron Wood <aaron@brandsmiths.co.uk>

Date: 4 Jan 2022, 09:49 +0000

To: Mark Lyford <mark@lyfordoffice.com>

Subject: RE: Fwd: IP-2021-000125: O/Client: Who Dares Wins (Alfreton) Limited

Dear My Lyford

As set out in the subject line of this email, the claim number is IP-2021-000125. The address to send any document is:

The Rolls Building 7 Rolls Building Fetter Lane London EC4A 1NL DX160040 Strand 4

If you wish to obtain further assistance you can review the IPEC Guide here:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/823201/intellectual-property-enterprise-guide.pdf

Aaron

On 14 Dec 2021, 15:39 +0000, Aaron Wood <aaron@brandsmiths.co.uk>, wrote:

Mr Lyford

I confirm safe receipt of your two emails – this one with 6 attachments and your earlier email in which you explain that you were not paid.

Is it correct to assume that no further response will be coming from you and that your position is that as no fees were paid you retained the right:

1. To order that the use cease; and
2. To licence the same works to a competitor?

I obviously do not want to address further correspondence to you on a misunderstanding that you are not going to say anything further if in fact your email was just an interim/holding communication rather than a full response.

Aaron

[See More](#) from Mark Lyford



Tomlinson C&D
21/12/6 G.pdf

ML

Mark Lyford

Re: Fwd: O/Client: Who Dares Wins (Alfreton) Limited

To: Aaron Wood

14 December 2021 at 15:11

Dear Mr Wood

Please be advised that your client Mr Tomlinson is lying to you.

He has not paid any money for my work and therefore doesnt own any of the copyright.

Your client failed to settle a lengthy dispute with me regarding this work and as such does not own any of the work I completed for him .

Your client didn't even pay me for the promotional roller banners I purchased on his behalf.

So with this in mind your client has no claims to anything I previously did for him in good faith.

He will be unable to provide any payments related to this work by bank transfer as he did not make any.

You will see from the original agreement my payment for this work was to be 30 entires into his race. He refused to allow those entries into the race. Neither has he paid me separately for the work done.

Your client has also used my logos and names in his promotional materials as previously supplied to him in various cease and desist letters sent to him last week. Something he has no right to do.

In full disclosure your client has provided major upset and harassment to my family and I for the last two years now all of which is documented on the website asktommo.com

So with respect, I deny any of the claims your client makes and would suggest actually it is your client that owes me many thousands of pounds.

So to confirm I refuse to do any of the 4 next steps your outline in your letter to me and would suggest your client gets his facts right instead.

Yours faithfully,

Mark Lyford



Mark Lyford

Re: O/Client: Who Dares Wins (Alfreton) Limited

To: Aaron Wood

14 December 2021 at 15:19



Dear Mr Wood,

Further to my email to you just now, please find attached cease and desist letter sent to your client last week for your reference.

Best Regards,

Mark Lyford

On 14 Dec 2021, 14:54 +0000, Aaron Wood <aaron@brandsmiths.co.uk>, wrote:

Dear Mr Lyford

Please find attached our letter of today's date. Please note the deadline of 21 December 2021 for a formal response to it.

Kindest regards,

Aaron



Tomlinson C&D
21/12/6 E.pdf



Tomlinson C&D
21/12/6 D.pdf



Tomlinson C&D
21/12/6 C.pdf



Tomlinson C&D
21/12/6 B.pdf



Tomlinson C&D
21/12/6 A.pdf



Tomlinson C&D
21/12/6 F.pdf