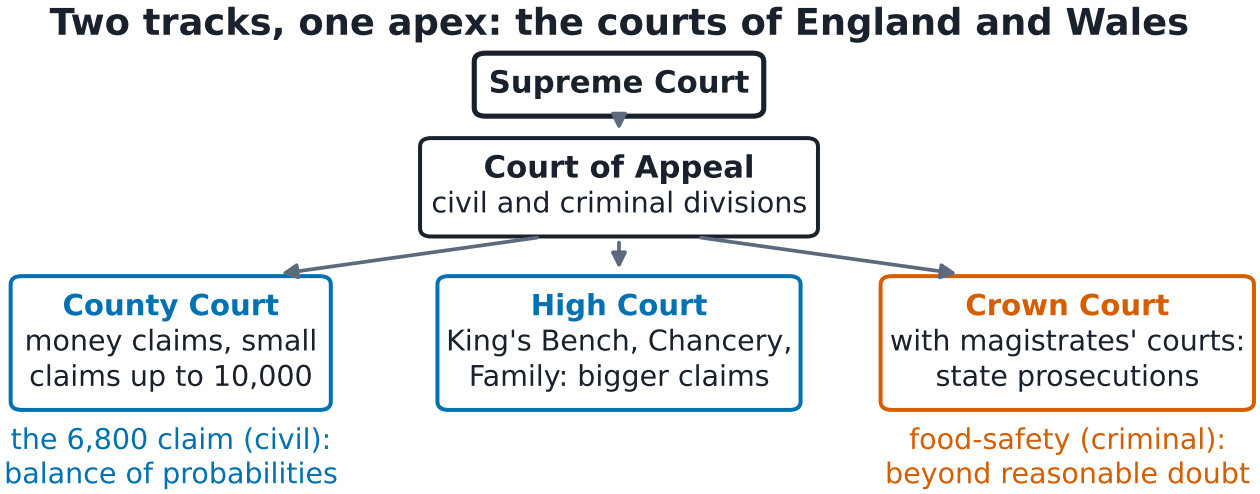
Exercise walk-through

11.5
Intellectual property and data

University Business

Legal systems and jurisdiction: which game, which court



Citations: [2015] UKSC 67 = year, court, judgment number; [1893] 1 QB 256 = volume, report series, page

> Civil on the balance of probabilities; criminal beyond reasonable doubt.

Business forms and liability: the wall and its toll

The form is a wall with a toll

	sole trader	partnership	LLP	Ltd
liability	**unlimited**	**joint, unlimited**	limited	limited
	the bad-bun claim →			Salomon [1897]
who pays tax	the trader	the partners	the members	the company
main filings	self-assessment	partnership return	accounts at CH	accounts + CS
capital rules	none	none	none	PLC 50,000

Ltd duties: CA 2006 s.172 promote success, s.174 care and skill; audit exemption while turnover stays at or under 10.2m

> Sole traders and partners are liable without limit; LLP and Ltd are not.

Employment in action: the handshake and the app

1. **Status** Cannot refuse shifts, brand apron, no substitute - **employee**, whatever the invoices said.
2. **Sums** Last 20 years only: 18 x 1.5 + 2 x 1.0 = 29 weeks at the capped 700 = 20,300; notice 12 weeks.
3. **Data** Allergy data is special category: consent, purpose limitation, a processor contract - or the 17.5m/4% tier.

Exercises 2.1·2.2

2.1 The terms: patent; trade mark before renewal; copyright beyond the author's life; registered design. [3]

2.2 A rival launches an identical name on identical goods and your mark is registered. The claim, and the evidence burden. [4]

Exercises 2.1·2.2

2.1 The terms: patent; trade mark before renewal; copyright beyond the author's life; registered design. [3]

2.1

- Patent 20 years; trade mark 10 then renewable.
- Copyright life + 70; registered design 25 years.

2.2 A rival launches an identical name on identical goods and your mark is registered. The claim, and the evidence burden. [4]

2.2

- Infringement of a registered mark: identical on identical - no confusion argument needed.
- Evidence: the registration certificate; the burden barely moves.

Exercises 2.3–2.4

2.3 The recipe, again: patent or secret? State the trade each offers and the conduct the second demands. [4]

2.4 Licensing the sponsor: three terms that keep the mark yours. [3]

Exercises 2.3·2.4

2.3 The recipe, again: patent or secret? State the trade each offers and the conduct the second demands. [4]

2.3

- Patent: 20-year monopoly, but the application publishes the recipe.
- Secret: indefinite, but only while conduct protects it - NDA, named holders, exit interviews.

2.4 Licensing the sponsor: three terms that keep the mark yours. [3]

2.4

- Exclusive only as to festival sites, for named seasons.
- Quality control retained, reversion on breach - and Nimbus, never the sponsor, owns any registration.