

ADMINISTRATIVE PANEL DECISION

Temperley Holdings Limited v. alice temperley, alice temperley
Case No. D2026-3313

1. The Parties

The Complainant is Temperley Holdings Limited, United Kingdom, represented by Maucher Jenkins, United Kingdom.

The Respondent is alice temperley, alice temperley, United Kingdom, represented by Briffa Legal Limited, United Kingdom.

2. The Domain Name and Registrar

The disputed domain name <alicetemperley.com> is registered with GoDaddy.com, LLC (the “Registrar”).

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the “Center”) on July 27, 2026. On July 27, 2026, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On July 29, 2026, the Registrar transmitted by email to the Center its verification response confirming that the Respondent is listed as the registrant and providing the contact details.

The Center verified that the Complaint satisfied the formal requirements of the Uniform Domain Name Dispute Resolution Policy (the “Policy” or “UDRP”), the Rules for Uniform Domain Name Dispute Resolution Policy (the “Rules”), and the WIPO Supplemental Rules for Uniform Domain Name Dispute Resolution Policy (the “Supplemental Rules”).

In accordance with the Rules, paragraphs 2 and 4, the Center formally notified the Respondent of the Complaint, and the proceedings commenced on August 4, 2026. In accordance with the Rules, paragraph 5, the due date for Response was August 24, 2026. On August 17, 2026, the Respondent issued an informal communication to the Center. On August 20, 2026, the Respondent requested an extension of the due date for Response under paragraph 5(b) of the Rules, which the Center granted on August 21, 2026, setting the due date for Response as August 28, 2026. The Response was filed with the Center on August 28, 2026.

The Center appointed David Stone, Jonathan Agmon, and Andrew D. S. Lothian as panelists in this matter on September 11, 2026. The Panel finds that it was properly constituted. Each member of the Panel has

submitted the Statement of Acceptance and Declaration of Impartiality and Independence, as required by the Center to ensure compliance with the Rules, paragraph 7.

4. Factual Background

The Complainant is a United Kingdom private limited company, and is the parent holding company of Temperley London, a luxury British fashion brand. The Complainant's official website is found at "www.temperleylondon.com".

The Complainant owns United Kingdom Trade Mark Registration Number UK00002467411 for the word mark ALICE TEMPERLEY, filed on September 20, 2007, and registered on May 16, 2008, in Classes 3, 14, 18, 20, and 25. The said mark is presently subject to the Respondent's non-use cancellation action, number CA000510999, filed on August 20, 2026, in respect of which the present status is "Awaiting defence". The said mark was originally registered by the Respondent, and was assigned to the Complainant by the Respondent in terms of an Assignment Agreement between the Parties dated November 23, 2023. The said agreement makes no reference to domain names.

The disputed domain name was registered on January 26, 2016. The Respondent is a private individual and is the founder of Temperley London and a former employee of the Complainant, from which employment she departed on July 8, 2026, notice having been served on April 1, 2026. The Parties are thus known to each other.

Along with a third party, the Parties entered into a Letter of Intent dated October 27, 2023, large parts of which were redacted. The said letter relates to the third party's potential investment into the Complainant. It provides at clause 10 that the Respondent will assign the above-described trademark to the Complainant for all registered classes, "as each of these classes is central to [the Complainant's] business". At clause 11, it provides that, "[the Complainant] will enter into an agreement with [the Respondent] confirming their agreement that [the Respondent] may use her name, Alice Temperley, while engaging in painting and other artistic endeavors unrelated to the [Complainant's] business". Although the Complainant relies upon the terms of the said letter, its terms expressly note that it is not exhaustive and is subject to contract, adding, "This Letter reflects the true intention of the parties, but for the avoidance of doubt neither this Letter nor its acceptance shall give rise to any legally binding or enforceable obligation or liability on any party. No contract or agreement providing for any transaction shall be deemed to exist among the parties unless and until a final definitive agreement has been executed and delivered". With the exception of the documents described in this Factual Background section, no evidence has been placed before the Panel indicating that the terms of the said letter were subsequently formalized in any such final definitive agreement.

The Respondent produces her Service Agreements in terms of which she was appointed to act as Creative Director of the Complainant. Although the Respondent states that she was engaged by the Complainant as a director and its Creative Director when she registered the disputed domain name, the earliest Service Agreement produced is dated January 2020 (noting also that the Panel's copy is described as "Subject to contract," although it appears to have been executed on behalf of each of the Parties). This states, in clause 24.7(b), *inter alia*, that after the date on which employment terminates, the Respondent shall not at any time, directly or indirectly "use, for the purposes of a Competing Business, any name used by the Company or the Group or any name likely to cause confusion with the Company or the Group in the minds of members of the public," but, "may however continue to use your own name for a new business venture provided you seek to differentiate it appropriately from the Company and/or Group's business". This term is repeated in the same wording, under the same clause number, in the subsequent Service Agreement dated February 22, 2024, and that of February 8, 2026 (the latter being described on its face as a draft).

Clause 21 of the Service Agreement dated February 22, 2024, contains typical provisions regarding intellectual property conceived or generated during the course of the Respondent's employment, which shall accrue to the Complainant. A specific limitation on those provisions is found in clause 21.8, which permits the Respondent to use her name in connection with ad hoc artistic works and other artistic endeavors,

provided that such activities do not infringe the Complainant's intellectual property rights, do not constitute a Competing Business (broadly speaking, defined as business in competition with the Complainant), and are carried out outside the Respondent's employment and away from the Complainant's premises. The clause further provides that works developed outside the employment are not assigned or assignable to the Complainant and that the clause survives termination of employment. It also states that, if following such termination, the Complainant commences a new line of business that would constitute a Competing Business, this shall not preclude the Respondent from using her name as otherwise permitted by clause 21.8, provided that she appropriately differentiates her activities in accordance with clause 24.7(b). Clause 21.8 is carried through to the draft Service Agreement dated February 8, 2026. The Service Agreement dated February 22, 2024, also contains an entire agreement clause confirming it is the only agreement between the Parties in relation to the Respondent's employment with the Complainant.

According to a screenshot produced by the Respondent, the website associated with the disputed domain name is headed "ALICE TEMPERLEY" and states "After 25 years as founder & creative director / Alice now works independently / Join me on the next stage of my journey... / A place to gather all the things we love / For years I've collected, made and curated – and I am very excited to share my voice and my new vision. Sign up to follow the build, receive first invitations to private views and explore how we might work together". Beneath this is an invitation to "Join the newsletter" for "First looks, private view invitations and news on speaking and collaborations".

At the foot of the website associated with the disputed domain name, the reader is invited to enquire about the Respondent's public speaking, creative collaborations and consultancy. The creative collaborations are described as, "Alice works with brands, institutions and individuals on interior, textile and design projects that share her values of beauty craft and lasting quality". The consultancy is described as, "Creative direction and strategic counsel for businesses developing their story and navigating their relationship between art and commerce".

5. Parties' Contentions

A. Complainant

The Complainant contends that it has satisfied each of the elements required under the Policy for a transfer of the disputed domain name.

Notably, the Complainant contends that it is the owner of the trademark described in the Factual Background section above, which mark was assigned from the Respondent to the Complainant on November 23, 2023. The Complainant further contends that through its substantial business and investment in the promotion of the ALICE TEMPERLEY, "ALICE by Temperley" and "TEMPERLEY" brands, the Complainant has acquired considerable reputation and goodwill therein, internationally, including in the United Kingdom. The Complainant claims to have approximately 486,000 followers on Instagram which it submits indicates a strong customer base. The Complainant states that the ALICE TEMPERLEY mark has regularly appeared in articles across the United Kingdom, and that the Complainant also collaborates/partners with established entities (evidence produced).

The Complainant submits that the disputed domain name is identical to the ALICE TEMPERLEY mark, that the domain name suffix ".com" is non-distinctive, and that its presence does nothing to diminish the identity of the disputed domain name and the Complainant's said mark. In consequence, the Complainant maintains that the average consumer encountering the disputed domain name is likely to assume that it links to a website which is in some way connected to the Complainant.

The Complainant further contends that the Respondent has no rights or legitimate interests in respect of the disputed domain name as the Complainant has not authorized or permitted the Respondent to use its said mark. The Respondent is not using the disputed domain name or a name corresponding to it in connection with a bona fide offering of goods or services, nor is the Respondent making any legitimate noncommercial

or fair use thereof, without intent for commercial gain misleadingly to divert consumers or to tarnish the Complainant's said mark.

The Complainant further notes that the disputed domain name currently resolves to the website described in the Factual Background section above, which it submits acts as a holding page indicating that more information will be provided soon, and further asserts that the use of the Complainant's mark under the disputed domain name appears intended to attract customers from Temperley London directly, indicating that the Respondent intends to launch her own business under such name. The Complainant maintains that the Respondent assigned her trademark rights in the Complainant's said mark, and accordingly that the Respondent is not authorized to use such mark. The Complainant further asserts that, in addition to having assigned any rights she may previously have held in relation to such mark to the Complainant, the Respondent's use of such mark is subject to contractual restrictions arising from her former relationship with the Complainant. In this regard, the Complainant relies on the Letter of Intent described in the Factual Background section above, which it submits evidences the restrictions on the Respondent's use of the said mark.

The Complainant submits that the Respondent is making unauthorized use of the Complainant's said mark in a fraudulent attempt to attract customers from Temperley London. The Complainant contends that, in view of what it asserts is the considerable reputation and goodwill of the Complainant, and the evidence that the disputed domain name is being used after the rights in the said mark have been assigned to the Complainant, the Respondent's use of the disputed domain name is manifestly intended to lure the Complainant's consumers to its website under the false impression that the Respondent owns the rights in such mark and/or to take advantage of the Complainant's reputation and goodwill.

The Complainant further contends that the disputed domain name was registered and has been used in bad faith. In particular, the Complainant asserts that the evidence it has produced demonstrates that it and its said mark are widely known internationally, including in the United Kingdom, and that the Complainant's goods and services provided under such mark are widely publicized. The Complainant notes that it actively maintains a United Kingdom website at "www.temperleylondon.com", which is directed at customers in the United Kingdom and internationally, and maintains the disputed domain name appears to be directed at the same customers.

The Complainant asserts that, taking the reputation of the Complainant and its activities in the United Kingdom into account, as well as the use of the Complainant's mark by the Respondent in the disputed domain name and on its website, it is inconceivable that the Respondent, a person who assigned her rights in such mark to the Complainant in 2023, and who is contractually restricted by the above-mentioned Letter of Intent in her use of such mark, would not have known of the Complainant and the said mark before she registered the disputed domain name. The Complainant asserts that the Respondent was aware of the Complainant and the Complainant's mark when she registered the disputed domain name and suggests that this knowledge, and a desire to profit fraudulently from association with the Complainant, appears to have been what prompted the registration.

The Complainant contends that it is therefore apparent that the Respondent registered and has used the disputed domain name with the intent to divert and attract customers looking for the Complainant by creating a likelihood of confusion with the Complainant's mark for the Respondent's improper gain. It asserts that this is supported by the statement on the Respondent's website that "Alice works with brands, institutions and individuals on interior, textile and design projects that share her values of beauty craft and lasting quality".

The Complainant further or alternatively contends that the Respondent is falsely claiming that she is linked to the Complainant and has registered and used the disputed domain name with the intent to divert and attract customers looking for the Complainant's mark by creating a likelihood of confusion with the Complainant for the Respondent's commercial gain. The Complainant adds that, moreover, the Respondent has made use of a domain privacy/proxy service to conceal her identity, being a further indicator of bad faith.

B. Respondent

The Respondent contends that the Complainant has not satisfied the second and third of the three elements required under the Policy for a transfer of the disputed domain name. The Respondent concedes, for the purposes of this proceeding only, that the first element of the Policy has been satisfied. The Respondent notes, however, that the Complainant's mark has never been used as a brand in trade, by the Complainant or by anyone else, and that it is the subject of the Respondent's non-use cancellation action as described in the Factual Background section above, in which the burden of proving use falls on the Complainant as proprietor. The Respondent notes further that the Complainant trades, and has always traded, under the separate "Temperley London" name and at the domain name <temperleylondon.com>, and that while the existence of the Complainant's trademark registration is sufficient for the first element, the complete absence of use is material to the second and third elements, and to the Respondent's request for a finding of Reverse Domain Name Hijacking ("RDNH").

The Respondent asserts that she has rights and legitimate interests in the disputed domain name on two independent bases: (i) an express contractual right, granted by the Complainant itself, for the Respondent to use her own name for a new business venture; and (ii) the fact that the Respondent is, and has always been, commonly known by the name "Alice Temperley" within the meaning of Policy, paragraph 4(c)(ii).

In relation to the first basis, the Respondent contends that she registered the disputed domain name on January 26, 2016, while engaged by the Complainant as a director and its Creative Director, and notes that each of the Respondent's three successive Service Agreements expressly provides, in materially identical terms, that although the Respondent may not "use, for the purposes of a Competing Business, any name used by the Company or the Group or any name likely to cause confusion with the Company or the Group in the minds of members of the public" she "may however continue to use her own name for a new business venture provided [she] seek[s] to differentiate it appropriately from the Company and/or Group's business".

The Respondent contends that this is not a unilateral assertion by the Respondent, but is rather a right granted by the Complainant itself across three separate agreements spanning six years, including the most recent agreement dated only months before the present dispute arose. The Respondent notes that Clause 21.8 of the February 22, 2024, and February 8, 2026, agreements reinforces this position.

The Respondent further contends that her departure from the Complainant occurred on July 8, 2026, and that the disputed domain name currently resolves to the holding page described in the Factual Background section above. The Respondent contends that this is precisely the type of new business venture, using her own name, that clause 24.7(b) contemplates and expressly permits, subject only to a requirement that she differentiate the venture appropriately from the Complainant's business, which the Respondent confirms that she accepts and intends to observe as her plans develop.

The Respondent notes that the Complainant relies on the Letter of Intent described in the Factual Background section above, to suggest that the Respondent's use of her own name is subject to contractual restriction. The Respondent contends that said reliance is misplaced, noting that the Letter of Intent itself expressly and unambiguously states that "neither this Letter nor its acceptance shall give rise to any legally binding or enforceable obligation or liability on any party" and that "[n]o contract or agreement providing for any transaction shall be deemed to exist among the parties unless and until a final definitive agreement has been executed and delivered". The Respondent contends that a document that its own signatories agreed would not be binding cannot be relied upon by the Complainant to restrict the Respondent's rights, still less to establish contractual restrictions supporting the Complaint. The Respondent submits that, in any event, even if the Letter of Intent were binding, it contains no provision restricting the Respondent's use of her own name for a new business venture, and to the contrary, paragraph 11 thereof records the Parties' agreement that the Complainant would enter into an agreement confirming the Respondent's right to use her name, which right was subsequently confirmed in each of the three Service Agreements described above.

The Respondent further contends that she has rights and legitimate interests in the disputed domain name because she is, and has always been, commonly known by the name "Alice Temperley", within the meaning

of the Policy, paragraph 4(c)(ii). The Respondent notes that the Complaint itself, together with the press coverage and collaborations produced at Annex 6 to the Complaint, likewise refer to the Respondent throughout by her personal name, describing her individually as a designer of note, independent of the corporate Complainant. The Respondent asserts that she was known by this name for many years before she assigned the registered trademark to the Complainant in November 2023, and that assignment of a registered mark does not extinguish her separate, personal right to be known by, and to use, her own name.

The Respondent further notes that before she received any notice of the present dispute, she registered the disputed domain name on January 26, 2016, more than seven years before she assigned the ALICE TEMPERLEY trademark to the Complainant, and more than a decade before the present dispute arose, using her own personal name, in connection with the business she had founded and led, and later, following termination of her employment, in connection with demonstrable preparations for a new business venture expressly permitted by clause 24.7(b) of her Service Agreements.

The Respondent contends that the disputed domain name was not registered and has not been used in bad faith. In particular, the Respondent submits that she registered the disputed domain name on January 26, 2016, at a time when she was employed by the Complainant as its Creative Director and was herself the sole owner of the ALICE TEMPERLEY trademark. The Respondent did not assign that mark to the Complainant until November 23, 2023, nearly eight years later. At the point of registration, therefore, the Respondent registered a domain name identical to her own name and to a mark she then owned. The Respondent therefore contends that there were no third-party's rights to target and no possibility of bad faith towards the Complainant, which did not yet hold any rights in the mark, and that registering a domain name corresponding to one's own name and one's own then-subsisting trademark cannot, by definition, be bad faith registration directed at a complainant who acquires rights in that mark only years later by assignment from the registrant itself.

Further, the Respondent submits that the Complainant's case rests on the proposition that the Respondent's registration of the disputed domain name should retroactively be treated as made in bad faith because of the 2023 assignment and the Parties' subsequent falling out following the Respondent's departure from the Complainant on July 8, 2026. The Respondent submits that is not the position under the Policy, that paragraph 4(a)(iii) of the Policy requires the Complainant to establish both registration and use in bad faith, and that a domain name registered in good faith does not become retroactively tainted by a later change in relationship or by a subsequent assignment of rights. The Respondent contends that the concept of retroactive bad faith has been routinely rejected by panels under the Policy.

The Respondent further submits that where, as here, a respondent registered a domain name as part of, or in connection with, a business relationship with the complainant, and the relationship subsequently broke down, panels have consistently held that any bad faith arising from the breakdown does not establish bad faith registration, and that such disputes are properly matters for the parties' contractual arrangements or the courts rather than the Policy. The Respondent contends that panels applying the now-prevailing reading of retroactive bad faith require proof of bad faith at the point of registration, not merely bad faith arising later, which is fatal to any complaint that rests on facts arising only after registration.

The Respondent further contends that the present dispute is, in substance, a continuation of the Parties' broader falling out following the Respondent's departure from the Complainant, and not a case of cybersquatting. The Respondent notes that the Complaint itself acknowledges that the Parties had, and continue to have, an ongoing contractual relationship addressing the Respondent's use of her own name. The Respondent notes that the Complainant chose to bring the present Complaint only after the Respondent's departure in July 2026, notwithstanding that the disputed domain name had been held by the Respondent, unchallenged, for over a decade, including throughout the whole of the Respondent's continued employment by the Complainant after the 2023 trademark assignment. The Respondent contends that this is inconsistent with a genuine, timely concern about targeting of the Complainant's mark and is instead consistent with the use of the Policy to pursue what is, in substance, a contractual dispute arising from the Respondent's departure, a dispute for which the Policy, as a narrow administrative mechanism aimed at clear cybersquatting, is not the appropriate forum.

Finally, the Respondent requests that the Panel make a finding of RDNH under paragraph 15(e) of the Rules. In support of her request, the Respondent points out that the Complainant is, and at all material times has been, aware that: (i) the disputed domain name was registered by the Respondent in January 2016, nearly eight years before the Complainant itself acquired any rights in the ALICE TEMPERLEY mark by assignment from the Respondent in November 2023; (ii) the Complainant itself granted the Respondent, in writing, in three successive Service Agreements (including one signed as recently as February 8, 2026), an express right to continue to use her own name for a new business venture, subject only to a differentiation requirement; and (iii) the Letter of Intent relied upon in the Complaint expressly and unambiguously disclaims any binding effect.

The Respondent states that the Complainant served notice to terminate the Respondent's employment on April 1, 2026, and filed the Complaint on July 27, 2026 (the Respondent refers to August 4, 2026, as the filing date; however, it was the date the Complaint was formally notified to the Respondent and the present proceedings commenced). The Respondent notes that the disputed domain name was held openly for over a decade, throughout the Respondent's directorship of the Complainant and for over a year after the assignment of the ALICE TEMPERLEY mark, without any complaint from the Complainant, who knew of it. The Respondent notes that the Complainant has been professionally represented throughout, must have known that these facts were fatal to its case on both the second and third elements of the Policy, and that the Complaint mischaracterizes a contractual dispute arising from the Respondent's departure as cybersquatting. In these circumstances, the Respondent contends that the Complaint was brought in bad faith and constitutes an abuse of the administrative proceeding.

6. Discussion and Findings

To succeed, the Complainant must demonstrate that all of the elements listed in paragraph 4(a) of the Policy have been satisfied:

- (i) the disputed domain name is identical or confusingly similar to a trademark or service mark in which the Complainant has rights; and
- (ii) the Respondent has no rights or legitimate interests in respect of the disputed domain name; and
- (iii) the disputed domain name has been registered and is being used in bad faith.

A. Identical or Confusingly Similar

It is well accepted that the first element functions primarily as a standing requirement. The standing (or threshold) test for confusing similarity involves a reasoned but relatively straightforward comparison between the Complainant's trademark and the disputed domain name. WIPO Overview of WIPO Panel Views on Select UDRP Questions ("[WIPO Overview 3.1](#)"), section 1.7.

The Complainant has shown rights in respect of a trademark or service mark for the purposes of the Policy. [WIPO Overview 3.1](#), section 1.2.1.

Although the Complainant's mark is subject to the Respondent's non-use cancellation action, it remains *ex facie* valid for the purposes of the administrative proceeding pending any determination of such action.

The applicable Top-Level Domain ("TLD") in a domain name (e.g., ".com", ".club", ".nyc") (here, ".com") is viewed as a standard registration requirement and as such may be disregarded under the first element confusing similarity test. [WIPO Overview 3.1](#), section 1.11.1.

The entirety of the mark is reproduced within the disputed domain name (absent a space, which is of no significance for present purposes because spaces are not permitted in domain names). Accordingly, the

disputed domain name is identical to the mark for the purposes of the Policy. [WIPO Overview 3.1](#), section 1.7.

The Panel also notes for completeness that the Respondent has conceded this element for the purposes of this proceeding only.

The Panel finds the first element of the Policy has been established.

B. Rights or Legitimate Interests

Paragraph 4(c) of the Policy provides a list of circumstances in which the Respondent may demonstrate rights or legitimate interests in a disputed domain name.

Although the historical use of a domain name may be relevant to assessing the parties' claims, panels tend to assess claimed respondent rights or legitimate interests at the time of the filing of the complaint, but would also consider any evidence of past use, including its veracity and surrounding context. [WIPO Overview 3.1](#), section 2.11.

At the time when the Complaint was filed, the Respondent was using the disputed domain name in connection with her holding website, which describes public speaking services, creative collaboration services and consultancy, which the Respondent is providing under her personal name, Alice Temperley. The Panel notes that this amounts to an offering of services, even though the website associated with the disputed domain name is described as a holding page. The Complainant argues that the offering of such services is not bona fide because it is intended to attract customers from Temperley London by creating the false impression that the Respondent owns the rights in the Complainant's ALICE TEMPERLEY trademark, which the Respondent assigned to the Complainant. The Complainant further asserts that the Respondent is restricted from using such mark by way of the Letter of Intent.

The problem with the Complainant's case on this topic is that the Letter of Intent is expressed to be subject to contract and states that it does not give rise to any legally binding or enforceable obligation or liability on any party. Consequently, even if the Letter of Intent included any restrictions on the Respondent's use of her personal name, such restrictions would not be enforceable unless contained in a subsequent definitive agreement. On the other hand, the Respondent points to her various Service Agreements, which expressly allow the Respondent to use her personal name in connection with suitably differentiated (from the Complainant's business activities) and non-infringing art works and other endeavors, which provision is expressed to survive termination of employment (clause 21.8 of the February 22, 2024, Service Agreement). The provisions of the February 22, 2024, Service Agreement also provide that it is the entire agreement between the Parties in respect of the terms of the Respondent's employment, further weakening the Complainant's request that the Panel relies on the Letter of Intent. The Respondent is entitled post-termination of employment to refer to herself as the founder and one-time creative director of the Complainant. She is also entitled to use her own name for a business venture provided she seeks to differentiate it appropriately from the Complainant's business (clause 24.7 of each of the Service Agreements). Consequently, the Panel notes that the Complainant has acknowledged the Respondent's right to use her own name for various endeavors provided that the use is differentiated and not competitive in nature.

The Panel finds nothing in the website at the disputed domain name that seems to be competitive with the Complainant's business as shown in the evidence submitted to the Panel, noting in particular that the statements that the Respondent is "now working independently" [of the Complainant] and is available for "the next stage of [her] journey" do not demonstrate, as the Complainant asserts, that the Respondent is engaged in a fraudulent attempt to attract customers from Temperley London. The services to be provided by the Respondent as described on the said site do not appear to the Panel to compete with the Complainant's activities and the Complaint does not specify any particular aspect demonstrating any such competition.

On the present record, the website associated with the disputed domain name does not promote merchandise of the type associated with the Complainant's business and trademark registration. On the contrary, it presents the Respondent as an individual offering personal services based upon her own experience, reputation, and creative expertise. The Panel therefore finds that before any notice to the Respondent of the dispute, the Respondent has used or made demonstrable preparations to use the disputed domain name and/or a name corresponding to it in connection with a bona fide offering of goods or services in terms of paragraph 4(c)(i) of the Policy.

The Panel turns to the question of whether the Respondent has been commonly known by the disputed domain name. For a respondent to demonstrate that it (as an individual, business, or other organization) has been commonly known by the domain name or a name corresponding to the domain name, it is not necessary for the respondent to have acquired corresponding trademark or service mark rights. The respondent must, however, be genuinely "commonly known" by the relevant moniker (e.g., a personal name, nickname, or corporate identifier), apart from the domain name. Such rights, where legitimately held/obtained, would prima facie support a finding of rights or legitimate interests under the UDRP. [WIPO Overview 3.1](#), section 2.3.

In the present case, the Panel has no doubt that the Respondent has been commonly known by a name corresponding to the disputed domain name. This is amply demonstrated by (i) specific and credible evidence submitted by the Respondent, including media articles showing the Respondent receiving a royal honor; (ii) being awarded an honorary Doctorate of Arts at Bath Spa University and publishing a book she authored; and (iii) the various media articles produced by the Complainant which refer to the Respondent (as an individual, in contrast to references to the brand "Temperley London") as "Alice Temperley". For example, although one of the articles refers to a collaborative brand as "Barbour Gold Label by Temperley", the article also references the Respondent as an individual in the words, "[...] one of my favorite designers, Alice Temperley". Consequently, the Panel finds that the Respondent, as an individual, has been commonly known by the disputed domain name in terms of paragraph 4(c)(ii) of the Policy.

The Panel finds the second element of the Policy has not been established.

C. Registered and Used in Bad Faith

The Panel notes that, for the purposes of paragraph 4(a)(iii) of the Policy, paragraph 4(b) of the Policy establishes circumstances, in particular, but without limitation, that, if found by the Panel to be present, shall be evidence of the registration and use of a domain name in bad faith.

In order to satisfy the third element of the Policy, the Complainant must establish that the disputed domain name was both registered and is being used in bad faith. The requirement of bad faith registration calls for a showing, on the balance of probabilities, that the Respondent was aware of the Complainant and its trademark rights at the time the disputed domain name was registered, and that the Respondent's purpose in registering the disputed domain name was to take unfair advantage of, abuse, or otherwise exploit those rights. This is often described in cases under the Policy as "targeting" the complainant's trademark rights.

In the present case, the Panel notes that the Respondent registered the disputed domain name in 2016. At that time, she was employed by the Complainant but, crucially, was also the proprietor of the trademark at issue. She did not assign the trademark to the Complainant until many years later, in 2023. Even if registration occurred during the Respondent's involvement with the Complainant's business, neither the Complainant's evidence nor submissions indicate that the registration was made on behalf of, or on the instructions of, the Complainant or in breach of any obligation owed to it. Consequently, there can be no notion that the Respondent registered the disputed domain name in a trademark-abusive manner (vis-à-vis the Complainant) at the time of registration, and indeed, the Complaint does not even discuss the issue of bad faith registration in terms of the circumstances prevailing in 2016. There is no evidence suggesting, for example, that when registering the disputed domain name, the Respondent intended to disadvantage the Complainant, to whom she did not assign the trademark until some seven years later. Nor is there any evidence that the Respondent intended at that point to exploit her ownership of the disputed domain name

unfairly in the future after the corresponding trademark had been assigned. On the contrary, the evidence before the Panel indicates that the Respondent has not (at least from the date of the first Service Agreement) concealed her desire and intention to trade independently under her own name and consequently the Parties agreed to carve out that entitlement from the duties arising under the terms of her employment in each subsequent iteration of the employment contract between the Parties. Furthermore, although the Parties have since fallen out and parted ways, the evidence before the Panel shows that the Respondent did not register the disputed domain name in bad faith because, at the time, the disputed domain name matched the then-registrant's personally owned trademark (and matched her personal name).

In all of the above circumstances, the Panel finds that the disputed domain name was not registered in bad faith. Given such finding, the Panel need not consider in detail the present use of the disputed domain name as the question of use in bad faith is moot given the Complainant's conjunctive requirement to prove both registration and use in bad faith. However, the Panel notes for completeness that the Respondent's call for creative collaboration on the website associated with the disputed domain name does not amount to a competitive act, at least as matters stand. The Respondent is not, for example, producing goods that infringe the Complainant's registered trademark and promoting them via the website associated with the disputed domain name. The website makes it clear that the Respondent is no longer with the Complainant, thus differentiating her services from the Complainant or its business activities. Thus, the use of the disputed domain name does not appear to target the Complainant or its trademark in bad faith.

The evidence in the case file as presented does not indicate that the Respondent's aim in registering the disputed domain name was to profit from or exploit the Complainant's trademark.

The Panel finds the third element of the Policy has not been established.

D. Reverse Domain Name Hijacking

Paragraph 15(e) of the Rules provides that, if after considering the submissions, the Panel finds that the Complaint was brought in bad faith, for example in an attempt at RDNH or to harass the domain-name holder, the Panel shall declare in its decision that the Complaint was brought in bad faith and constitutes an abuse of the administrative proceeding. The mere lack of success of the complaint is not, on its own, sufficient to constitute RDNH. Given the undertakings in paragraphs 3(b)(xiii) and (xiv) of the Rules, some panels have held that a represented complainant should be held to a higher standard. [WIPO Overview 3.1](#), section 4.16.

The Respondent notes that the Complainant is, and at all material times has been, aware that: (i) the disputed domain name was registered by the Respondent in January 2016, nearly eight years before the Complainant itself acquired any rights in the ALICE TEMPERLEY mark by assignment from the Respondent in November 2023; (ii) the Complainant itself granted the Respondent, in writing, in three successive Service Agreements (including one which was unsigned but apparently exchanged between the Parties as recently as February 8, 2026), an express right to continue to use her own name for a new business venture, subject only to a differentiation requirement; and (iii) the Letter of Intent relied upon in the Complaint expressly and unambiguously disclaims any binding effect. The Respondent adds that the disputed domain name was held openly for over a decade, throughout the Respondent's directorship of the Complainant and for over a year after the assignment of the ALICE TEMPERLEY mark, without any complaint from the Complainant. The Respondent says (but does not evidence) that the Complainant knew of the disputed domain name during this period.

The Respondent argues that despite the fact that the Complainant has been professionally represented, it must have known that the enumerated factors were fatal to its case on both the second and third elements of the Policy, and that the Complaint mischaracterizes a contractual dispute arising from the Respondent's departure as cybersquatting.

On the other hand, the Panel observes that the disputed domain name reproduces the Complainant's mark identically and that this mark was assigned to the Complainant by the Respondent, presumably as part of an

overall agreement that the Complainant (rather than the Respondent) will be exploiting the mark in connection with its business going forward. Furthermore, it is clear from the tenor of the Complaint that the website associated with the disputed domain name has given rise to concerns on the Complainant's part as to whether the Respondent's planned future commercial activities will lead to confusion with its mark. Notably, however, the Complainant does not suggest that the Respondent secretly registered the disputed domain name in her own name in the manner of a "rogue employee".

In the particular circumstances of the present case, the Panel finds that the Complainant's likely concerns are insufficient to justify its resort to the Policy. The Panel broadly agrees with the Respondent's observations on this topic. The Complainant, a represented party, should have known that it could not succeed under any fair interpretation of the facts reasonably available to it prior to the filing of the Complaint. This arises most markedly on the issue of registration in bad faith as discussed in the immediately preceding section. The Complainant's averment that the Respondent's knowledge of the Complainant and desire to profit fraudulently from association with the Complainant appears to have been what prompted the registration of the disputed domain name is a wholly speculative and unconvincing submission. It cannot be reconciled with the fact that, at the time of registration, the Respondent herself owned the corresponding trademark which was not assigned to the Complainant until almost eight years later.

The Complaint thus did not address in any meaningful way the substantial and significant obstacle that was posed by the Respondent's ownership of the trademark at the point of registration of the disputed domain name. The Complainant ought to have been aware of this obstacle. The Complainant nevertheless embarked upon the Complaint knowing that on the evidence it could not set out on any reasonably plausible basis how the Respondent could have been targeting rights in 2016 that the Complainant did not yet possess and would not possess for a number of years to come. To compound matters further, the Complainant put forward the Letter of Intent as a document intended to establish the Parties' contractual rights and duties when such document expressly stated on its face that it was a non-contractual statement of intent that was subject to further definitive agreement and was superseded by later-in-time Service Agreements. In addition, despite the fact that the Respondent's Service Agreements contained clauses relevant to her use of her own name (a matter plainly known to the Complainant as her employer) the Complainant failed to produce and address these documents. This amounts to the provision of intentionally incomplete material evidence, which the Respondent was required to clarify. [WIPO Overview 3.1](#), section 4.16.

In all of these circumstances, the Panel finds that the Complaint had no reasonable prospect of success under the Policy, and that the Complainant should have known this.

The Panel finds that the Complaint has been brought in bad faith and constitutes an attempt at RDNH.

7. Decision

For the foregoing reasons, the Complaint is denied.

/Andrew D. S. Lothian/

Andrew D. S. Lothian

Presiding Panelist

/Jonathan Agmon/

Jonathan Agmon

Panelist

/David Stone/

David Stone

Panelist

Date: September 25, 2026