THE PARALEGAL DESK

Intellectual property — trade marks, patents, designs, copyright and data

A printable reference pack for Hong Kong paralegals and legal executives.

CONTENTS

1. Intellectual property

Reference edition, fees checked to 14 November 2026. Educational material only, not legal advice. Fees, time limits and practice directions change: verify against the current ordinance, practice direction or registry guidance before relying on anything in this pack for a live matter.

Intellectual property

INTELLECTUAL PROPERTY

Hong Kong's IP regime is administered by the Intellectual Property Department, whose registries sit behind one e-filing system. The registers are open to search, the fees are published by class or by article, and almost every deadline runs from a filing date rather than from a letter.

THE FOUR MISTAKES THAT COME UP EVERY WEEK

"I registered the company name, so the brand is protected." A company name and a business registration certificate give no trade mark rights. The brand needs a T2 application, and the company name may itself infringe someone else's mark.

"Copyright is registered somewhere." There is no copyright register in Hong Kong. Copyright arises on creation, and what a client needs is evidence of authorship and date, not a certificate.

"A short-term patent is a cheap patent." It is granted after a formality check, but it cannot be enforced until substantive examination has been requested and completed.

"GDPR applies because we have a European customer." It may — but the Hong Kong statute that applies to a Hong Kong business is the PDPO, and the two have different tests, different penalties and different regulators.

1 The five rights, and what each protects

Which right, which register, how long

Right	Protects	Registered?	Term	Governing law
Trade mark	A sign that distinguishes goods or services — a name, logo, shape, sound, colour	Yes — Trade Marks Registry	**10 years**, renewable indefinitely	Cap 559
Patent	An invention that is new, inventive and industrially applicable	Yes — Patents Registry	**20 years** (standard) · **8 years** (short-term)	Cap 514
Registered design	The appearance of an article — shape, configuration, pattern, ornament	Yes — Designs Registry	**5 years**, renewable to **25**	Cap 522
Copyright	Original literary, dramatic, musical and artistic works, films, sound recordings, broadcasts, typographical arrangements	**No register**	Generally **life + 50 years**	Cap 528
Passing off and confidence	Goodwill in a business name or get-up; information imparted in confidence	No — common law	As long as the goodwill or the confidence lasts	Common law, preserved by Basic Law Article 8

2 Trade marks: from T2 to registration

A trade mark is registered under Cap 559. The Registrar examines it against the absolute grounds in section 11 — is it distinctive, is it descriptive, is it customary, does it deceive, is it contrary to public policy — and against the relative grounds in section 12, which protect earlier marks. Examination is on the papers, and a deficiency letter gives the applicant a period to answer.

- **Search before filing**The free online search of the Trade Marks Registry, plus the Hong Kong Intellectual Property Journal. A T1 request for preliminary advice costs **HK$400** and gives the Registrar's view on registrability — worth it for a mark that is descriptive or borderline.
- **Choose the classes**Nice classification, 45 classes. The fee covers one class and each additional class costs **HK$1,000**, so a specification drafted too widely is a fee, not a safeguard.
- **File Form T2HK$2,000** for the first class, **HK$1,000** for each additional class; **HK$2,300** for a defensive mark. E-filing through the IPD system, or paper.
- **Examination**The Registrar raises objections, and the applicant answers within the period allowed. Extensions of time cost **HK$200**.
- **Publication**An accepted mark is advertised in the Hong Kong Intellectual Property Journal.
- **Opposition**Anyone may oppose within **3 months** of publication, on Form T6 and on payment of **HK$800**. The applicant files a counter-statement; both sides file evidence; a hearing follows.
- **Registration**The mark is registered for **10 years** from the date of registration, and renewable for further 10-year periods.
- **Renewal**Form T8, **HK$2,670** for the first class and **HK$1,340** for each additional class. Late renewal within six months of expiry costs an extra **HK$500**; restoration after removal costs **HK$4,000**.

Form T2 — application to register a trade mark Specimen · example only	
Applicant	Sunfield Engineering Limited, a Hong Kong company, of Unit 8, 11/F, Kin Ho Industrial Building, Tuen Mun
The mark	The word mark "SUNFIELD" in plain capitals, and a series of two variants — "SUNFIELD" and "Sunfield" — filed as a series under one application
Classes and goods	Class 7: machine tools, bearings, pumps. Class 9: measuring apparatus and electronic controllers. Class 37: installation, maintenance and repair of industrial machinery
Specification	"Bearings for machines; pumps for machines; machine tools" — real goods, described in the terms the Registrar publishes, not "all goods in class 7"
Priority	None claimed. If a first application had been filed in a Paris Convention country within the previous six months, the priority date would be that filing date
The mark in use	Used in Hong Kong since 2019 on packaging and invoices; the specimen shows the mark as used, which is what a later revocation for non-use will be tested against
Fee	**HK$2,000** for the first class, plus **HK$1,000** for each of classes 9 and 37 — **HK$4,000** in total
What follows	A filing receipt and application number; examination within months; a deficiency letter if the specification is too wide; publication; three months for opposition; then registration
The trap	A series application must contain marks differing only in non-distinctive elements. Two genuinely different logos need two applications

HK$2,000 + HK$1,000 a class · the specification is the scope, so draft it to the goods actually sold · filing gives you priority over a later user, not over an earlier one

3 Patents: three routes, one register

The routes compared

	Standard patent (R) — re-registration	Standard patent (O) — original grant	Short-term patent
Basis	A corresponding application or patent at CNIPA, the European Patent Office (designating the UK) or the UK IPO	Filed directly in Hong Kong, with substantive examination by the Patents Registry	Filed directly in Hong Kong; formality examination, with a search report
Available since	1997	**19 December 2019**	1997
Term	20 years from the designated filing date	20 years from the filing date	**4 years**, renewable once to **8**
Filing fee	Request to record: **HK$275** e-filing / **HK$380** paper; request for registration and grant: the same again. Advertisement **HK$68** at each stage	**HK$345** e-filing / **HK$480** paper, plus advertisement **HK$68**	Form P6: **HK$545** e-filing / **HK$755** paper, plus advertisement **HK$68**
Examination	None in Hong Kong — formality only	Substantive examination: request fee **HK$4,000**	None at grant, but substantive examination (Form OP4, **HK$4,000**) is required *before enforcement*
Renewal	Annually from the 4th anniversary of the designated filing	Annually from the 4th anniversary	Before the end of the 4th year, for the second four-year term
Renewal fees	Progressive: **HK$450** a year for years 4 to 10, **HK$620** a year for years 11 to 15, and a higher band for years 16 to 20. A six-month grace period applies with a late fee	One renewal at year 4	

NOVELTY IS DESTROYED BY A SINGLE DISCLOSURE

An invention must be new at the filing or priority date. A pitch deck, a trade show, a website, a student presentation or a sale before filing can destroy novelty in Hong Kong and everywhere else. The sequence is: confidentiality agreement first, file second, disclose third — and the confidentiality agreement is only as good as the person who signed it.

Applying for a standard patent (O), step by step

- **Search before you disclose** Check the prior art and file nothing until the invention is fixed. A single public disclosure destroys novelty everywhere.
- **Draft the specification and claims** The claims define the monopoly; the description supports them. A claim drafted too broadly is refused, one drafted too narrowly is a gift to competitors.
- **File the request** Pay **HK$345** electronically or **HK$480** on paper, plus the **HK$68** advertisement fee, and obtain the filing date — which is the date that matters for everything later.
- **Formalities** The Registry checks the documents and the formal requirements; deficiencies are answered within the period allowed.
- **Request substantive examination** The examination fee is **HK$4,000**. Without it the application does not proceed to grant.
- **Answer the examination reports** Amend the claims if necessary, within the periods the Registry sets, and keep every response on file for the prosecution history.
- **Advertisement and grant** The application is advertised, and the patent is granted for **20 years** from the filing date.

- **Renew**Annually from the fourth anniversary: **HK$450** a year for years 4 to 10, **HK$620** for years 11 to 15, with a six-month grace period and a late fee.

Applying to register a design, step by step

- **Decide what is being claimed**Shape, configuration, pattern or ornament — the appearance, not the function. A design that is dictated solely by function is not registrable.
- **Check that it is new**The design must not have been registered or published anywhere before the filing date, and the six-month Paris Convention priority runs from the first application.
- **Prepare the representations**Clear views from every side, with the same features visible in each. Photographs are accepted only if they show the design properly.
- **File Form D1HK$235** electronically or **HK$315** on paper per article, **HK$175** / **HK$235** for each further article in the same application, and **HK$62** advertisement per design.
- **Formalities only**There is no substantive examination of novelty. The certificate usually issues within **3 months** of filing.
- **Enforce from the certificate**Proceedings can be brought for infringement after registration, and the certificate is the proof of title.
- **Renew on Form D11**Five years at a time, up to **25 years**, and not earlier than three months before the end of each period. Miss it and the registration ceases.

4 Registered designs

A registered design protects how an article looks — its shape, configuration, pattern or ornament — if those features appeal to the eye. It does not protect how the article works; that is the patent's job, and the boundary between the two is where most design applications go wrong.

Registered designs at a glance

Item	Detail
Form	**D1** — application for registration of design(s), with a clear representation of the design
Filing fee	**HK$235** e-filing / **HK$315** paper for one design for articles not forming a set (per article) · **HK$470** / **HK$630** for one design for a set of articles · **HK$175** / **HK$235** for each further article in a multiple application
Advertisement	**HK$62** per design, payable at filing
Examination	Formalities only; a certificate is usually issued within **3 months** of filing
Priority	**6 months** from a first application in a Paris Convention country
Term	**5 years** from the filing date, renewable for further 5-year periods up to **25 years**
Renewal (Form D11)	1st extension **HK$475** · 2nd **HK$835** · 3rd **HK$1,410** · 4th **HK$2,420**; late payment surcharge **HK$390**
When renewal can be paid	Not earlier than **3 months** before the end of the current period; unpaid, the registration ceases at the end of the period

Form D1 — application to register a design	Specimen · example only
Applicant	Kin Ho Manufacturing Limited, of Unit 8, 11/F, Kin Ho Industrial Building, Tuen Mun
The design	The shape and configuration of a portable camping lantern, as shown in the seven representations filed (front, back, both sides, top, bottom, perspective)
Article	A lantern — one design applied to one article, not a set
Novelty statement	The design is new: it has not been registered, published or disclosed anywhere before the filing date, and the prototype has been shown only under the confidentiality agreement at "KHM-1"
What is claimed, and what is not	The shape of the housing and the folding handle are claimed. The colour scheme and the printed logo are not — colour is not a feature of the design as filed
Fee	**HK$235** e-filing, plus advertisement **HK$62** — HK$297 in total for one design on one article
Multiple designs	If the same applicant files the lantern and a matching torch in one application: HK$235 for the first and HK$175 for each further article, plus HK$62 advertisement per design
What follows	Formalities check, registration, publication in the Hong Kong Intellectual Property Journal, and a certificate — usually within three months. Infringement proceedings can be brought for acts after the certificate issues
The trap	Publishing the product on a website before filing destroys novelty. So does showing it at a trade fair without confidentiality

HK$235 + HK$62 in government fees · representations are the right, so file clear line drawings from every side · the design protects appearance, so a competitor who changes the look does not infringe even if the product works the same way

5 Copyright: the right with no register

Copyright in Hong Kong arises automatically when an original work is created and recorded in a material form. There is no registration system, no register to search, and no fee to pay. What a client needs is not a certificate but evidence: authorship, date of creation, and the chain of title.

Duration, by type of work

Work	Duration
Literary, dramatic, musical and artistic works	**50 years** from the end of the year in which the author dies
Sound recordings	**50 years** from the end of the year of production or release
Films	**50 years** from the end of the year in which the last of the principal director, the author of the screenplay, the author of the dialogue and the composer of any specially created music dies
Broadcasts and cable programmes	**50 years** from the end of the year of the broadcast
Typographical arrangements of published editions	**25 years** from the end of the year of first publication

Infringement is doing, or authorising someone else to do, any of the acts restricted by copyright — copying, issuing copies to the public, renting, performing, broadcasting, adapting — in relation to the work as a whole or a substantial part of it, without permission and without falling within an exception. A substantial part is judged qualitatively: four bars of a song can be substantial; a page of a manual can be.

What the client usually needs, and what to do about it

Situation	Position	Action
Employee creates a work in the course of employment	The employer owns the copyright, subject to any agreement	Keep the employment contract and the job description that shows the work was in scope
Freelancer creates a logo or a website	The freelancer owns it unless there is a written assignment	A written assignment signed by the author — a licence is not an assignment, and an oral assignment is worth very little
A competitor copies a product photograph	Infringement of the photograph, which is an artistic work in its own right	Evidence of the original file, the metadata and the date; a letter before action; an injunction and damages
Software is licensed, not sold	The licence terms govern; copying beyond them is infringement	Read the licence before advising; audit the installations
Parallel imports	Genuine goods bought abroad and imported may infringe in some circumstances; the position differs between copyright and trade marks	Take advice on the specific goods — this is not a question to answer from memory
Moral rights	The right to be identified and to object to derogatory treatment, which can be waived but not assigned	Ask whether the author has waived them, in writing

6 Passing off: the right that needs no register

Passing off protects the goodwill a business has built in its name, get-up or marks. It needs no application and no fee, and it survives where a trade mark application would fail — but it has to be proved, and proof is expensive.

The three elements, and the evidence for each

Element	What must be shown	The evidence to collect
1. Goodwill	Reputation in Hong Kong attached to the name or get-up, in the minds of customers	Sales figures, advertising spend, press coverage, customer lists, social media reach, trading since a stated date
2. Misrepresentation	The defendant represented, expressly or impliedly, that its goods or business are the claimant's	The competing signage, packaging, website, invoices, and any actual confusion recorded in emails or complaints
3. Damage	Actual or likely loss — diverted sales, dilution, damage to reputation	Lost customers, reduced margins, evidence of a customer who went to the wrong shop

Passing off is pleaded alongside trade mark infringement, not instead of it, where a mark is registered. Where the mark is not registered, passing off is the only route — and the absence of a registration is why a business that has traded for twenty years can still lose to a newcomer who registered the name first.

7 Confidentiality and trade secrets

Information that is confidential, imparted in circumstances importing an obligation of confidence, and used without permission can be restrained by an injunction and compensated in damages. There is no registration and no statute: the action is in equity, and the three-part test is the one from *Coco v A N Clark (Engineers) Ltd*.

Non-disclosure agreement — the clauses that make it enforceable Specimen · example only	
Parties	Sunfield Engineering Limited (the discloser) and Pinecrest Tooling Limited (the recipient), for discussions about a joint manufacturing venture
1. Purpose	Evaluating a possible joint venture for the manufacture of precision bearings — a stated purpose, because a duty of confidence attaches to the purpose and nothing else
2. Confidential information	Defined to include drawings, tolerances, process parameters, customer lists, pricing and the existence of the discussions — with the exclusions: public knowledge, independently developed, lawfully received from a third party, or required to be disclosed by law
3. Obligations	Use only for the purpose; keep secure; disclose only to those employees and advisers who need it, and who are bound by equivalent terms; no copying
4. Duration	**Three years** from the date of the agreement, and continuing for trade secrets for as long as they remain secret — a fixed term on a trade secret is a gift to the recipient
5. Return and destruction	On request or on termination, return or destroy all material and certify the destruction in writing
6. No licence	Nothing in the agreement grants any intellectual property licence; all rights remain with the discloser
7. Remedies	Injunction, damages and an account of profits, and the recipient acknowledges that damages may be an inadequate remedy
8. Governing law	Hong Kong law; the courts of the HKSAR; no arbitration clause, so an urgent injunction remains available
Execution	Signed by a director of each company, dated before the first meeting, with the agreement itself marked "confidential"

An NDA signed after the meeting protects nothing that was said at the meeting · define the purpose, not just the information · a confidentiality clause in an employment contract is not a substitute for an assignment of IP

8 Domain names

A domain name is a contract with a registrar, not a piece of property. The **.hk** namespace is administered by the Hong Kong Domain Name Registration Company Limited (HKDNR), and disputes are resolved under its Domain Name Dispute Resolution Policy rather than by a trade mark registry.

Three routes against a cybersquatter, in order of speed

Route	How it works	Speed and cost
Dispute resolution policy	A complaint to an approved provider under the HKDNR policy, decided on written submissions by a panel. Requires a trade mark right, bad faith registration and use, and no legitimate interest	Weeks to a few months; a fixed filing fee, far less than litigation
Passing off or trade mark infringement	A writ in the Court of First Instance, with an interlocutory injunction to take the site down	Months, and costs that dwarf the value of most domain names
Registrar complaint	Where the registration breaches the registrar's own rules — false details, or a name that is misleading	Immediate, but limited to the registrar's terms

Domain name complaint — the three elements and the evidence Specimen · example only	
Complainant	Sunfield Engineering Limited, Hong Kong, proprietor of the registered trade mark "SUNFIELD" in classes 7, 9 and 37, registered 12 September 2021
Domain name	sunfield.hk, registered on 4 January 2027
Element 1 — the right	The registered mark, the registration certificate, and use in Hong Kong since 2019. The domain name is identical to the mark
Element 2 — bad faith	Registered eight months after the mark; the registrant is not known to the complainant and has no connection with the trade; the site carried a "coming soon" page and then a page of pay-per-click links to competitor products; the registrant has registered 14 other .hk domains matching Hong Kong brand names
Element 3 — no legitimate interest	The registrant has not used the name for a genuine business, is not commonly known by it, and has made no legitimate non-commercial use
Remedy sought	Transfer of the domain name to the complainant
Evidence bundle	Trade mark certificate, screenshots with dates, WHOIS record, search results for the other registrations, and a statement of the complainant's goodwill
The trap	A complainant with no registered right, or no use in Hong Kong, usually loses — and the panel's decision does not bind a court in a later passing off claim

Right, bad faith, no legitimate interest — all three, or the complaint fails · screenshots need dates · a transfer order is not damages, and it does not stop the registrant trading under the name elsewhere

9 Oppositions, revocation and invalidity

An opposition is a dispute inside the registry, and it runs on a timetable the Registrar controls. The notice is Form T6, filed within three months of publication, with a fee of HK$800. The applicant then files a counter-statement, and the parties exchange evidence in rounds before a hearing.

The opposition sequence

Step	Who acts	Timing	Fee
Publication of the accepted mark	Registry	In the Hong Kong Intellectual Property Journal	—
Notice of opposition — Form T6	Opponent	Within **3 months** of publication	**HK$800**
Counter-statement	Applicant	Within the period the Registrar specifies — in practice three months	No fee
Evidence in support	Opponent	As directed	No fee
Evidence in answer	Applicant	As directed	No fee
Evidence in reply	Opponent	As directed, and only with leave if further rounds are sought	No fee
Hearing	Registrar	Date fixed after the evidence closes	Hearing fee per the scale
Decision and appeal	Registrar, then the court	Appeal to the Court of First Instance	Per the court scale

Form T6 — notice of opposition, and the counter-statement that answers it	Specimen · example only
Opponent	Kin Ho Manufacturing Limited, proprietor of the earlier mark "KINHO" registered in class 7 since 2016
Application opposed	Application no. 302456789, "KIN HO" in class 7, published on 4 September 2026
Grounds — s 12(3)	The mark applied for is similar to the earlier mark and the goods are identical or similar, so there exists a likelihood of confusion among the public
Grounds — s 12(4)	The earlier mark has a reputation in Hong Kong and use of the later mark would take unfair advantage of, or be detrimental to, that reputation
Grounds — s 11(5)	The application was made in bad faith: the applicant was a distributor of the opponent's goods until 2025
Counter-statement	"1. The applicant denies each ground. 2. The marks are visually, aurally and conceptually distinct. 3. The applicant has used the mark in Hong Kong since 2022 and denies any likelihood of confusion. 4. The applicant denies bad faith and avers that the distribution agreement ended by expiry, not breach. 5. The applicant asks that the opposition be dismissed with costs."
Evidence	Opponent: registration certificates, sales and advertising figures, and the distribution agreement. Applicant: invoices from 2022, packaging, and witness statements from two customers
Fee	**HK$800** on filing the notice of opposition; the counter-statement carries no fee
What is at stake	The application either proceeds to registration or is refused. A refusal does not stop the applicant using the mark — it stops it being registered, which is a different and usually decisive loss

Three months from publication · the counter-statement must answer every ground, or the unanswered ones stand · evidence is where an opposition is won, and it has to be dated and specific

10 Data protection, and where the GDPR fits

Personal data in Hong Kong is governed by the Personal Data (Privacy) Ordinance (Cap 486), enforced by the Privacy Commissioner for Personal Data. It is not the GDPR, and a business that treats the two as interchangeable will be wrong in both directions.

The six data protection principles

Principle	What it requires
DPP1 — collection	Collect for a lawful purpose directly related to the function; collect no more than necessary; collect fairly; tell the data subject the purpose, whether the supply is obligatory, and to whom the data may be transferred
DPP2 — accuracy and retention	Take practicable steps to ensure accuracy, and do not keep data longer than is necessary
DPP3 — use	Use the data only for the purpose for which it was collected, or a directly related purpose, unless the data subject consents
DPP4 — security	Take practicable steps to protect the data against unauthorised or accidental access, processing, erasure or loss
DPP5 — openness	Make publicly available the policies and practices on personal data, and the kinds of data held and the purposes
DPP6 — access and correction	A data subject may request access and correction, and the data user must respond within 40 days

PDPO and GDPR side by side

	Hong Kong — PDPO (Cap 486)	European Union — GDPR (2016/679)
Who it binds	Data users with control of personal data in or from Hong Kong	Controllers and processors established in the EU, and those outside the EU who offer goods or services to, or monitor the behaviour of, people in the EU (Article 3)
Lawful basis	Purpose limitation and consent to a change of use; no list of six lawful bases	Six lawful bases, including legitimate interests, with accountability and records
Cross-border transfer	Section 33, which would restrict transfers outside Hong Kong, **has never been brought into force**	Chapter V — adequacy decisions, standard contractual clauses, binding corporate rules
Breach notification	No general statutory duty to notify a breach; the Commissioner expects notification as good practice	**72 hours** to the supervisory authority where the breach is likely to result in a risk
Maximum penalty	Criminal offences with fines and imprisonment under the Ordinance; enforcement notices and, since 2021, a power to impose a monetary penalty for a data breach that is likely to cause psychological harm	Up to **€20 million** or **4%** of global annual turnover, whichever is higher
Officer	No mandatory privacy officer; a data protection officer is recommended	A DPO is mandatory in specified cases

For a Hong Kong business the practical question is not "which law is better" but "which law reaches us". A Hong Kong company selling to customers in the EU, or tracking their behaviour online, can be within Article 3(2) of the GDPR and needs a GDPR-compliant notice and records, while its Hong Kong operations are governed by the PDPO. Privacy policies that paste the two together usually satisfy neither.

11 Assignment, licence and the letter before action

Ownership is transferred by assignment and use is granted by licence, and the difference decides who may sue. An assignment must be in writing and signed by the assignor; an exclusive licence may be protected in the same way, but a bare oral permission is neither.

Assignment of copyright and trade mark, with a licence back	Specimen · example only
Parties	CHEUNG Man Kit, designer (the assignor) and Harbourview Studio Limited (the assignee)
1. Assignment	The assignor assigns to the assignee all copyright in the logo and brand guidelines created under the commission of 4 March 2026, and all trade mark rights in the mark "M&K" once registered, throughout the world for the full term
2. Consideration	HK$85,000, receipt acknowledged — an assignment needs consideration or it is a gift, and a gift is easier to challenge
3. Moral rights	The assignor waives the right to be identified and the right to object to derogatory treatment, to the extent permitted by Cap 528
4. Licence back	The assignee grants the assignor a non-exclusive, non-transferable licence to use the logo in his portfolio and on his own website, and for no other purpose
5. Warranties	The assignor warrants that the work is original, that no third party has any claim to it, and that it has not previously been assigned or licensed
6. Registration	The assignee may record the assignment against the trade mark registration once it is granted; the assignment of copyright has no register to record it against, which is why the date and the signature matter
7. Further assurance	The assignor will sign anything reasonably required to perfect the assignee's title, including the registry forms
Execution	Signed by both parties, dated, and each page initialled; the original kept with the commission agreement and the invoice

An assignment is not a licence, and a licence is not an assignment · moral rights can be waived, not assigned · with no copyright register, the signed dated document is the title

Letter before action — trade mark infringement and passing off	Specimen · example only
From and to	For Sunfield Engineering Limited to Pinecrest Tooling Limited, and copied to its directors, by email and by post
The rights relied on	Registered trade mark "SUNFIELD", no. 301234567, classes 7 and 9, registered 12 September 2021; and the goodwill in the name since 2019
The infringement	Use of "SUNFIELD" on bearings and on the website sunfield-tools.example, from January 2027 — identical mark, identical goods, section 18 of Cap 559
The passing off	Get-up and product photographs copied from the client's catalogue, and a statement on the website that Pinecrest is "the Hong Kong distributor for Sunfield"
What is demanded	By **14 days**: cease all use of the mark and the get-up; remove the statements; deliver up or destroy the infringing stock and materials; provide an account of sales since January 2027; and pay damages and costs
Undertakings sought	A written undertaking, in terms to be settled, which if given ends the matter without proceedings
If not complied with	A writ will be issued without further notice, with an application for an interlocutory injunction and for delivery up, and the letter will be put before the court on costs
Preservation	A request that documents and stock be preserved — sent early, because a defendant who destroys evidence after this letter is in a much worse position
Without prejudice	A separate letter offering a licence on stated terms, in a without-prejudice envelope

Name the registration number and the section · demand delivery up as well as damages · the preservation request is the paragraph that prevents the evidence disappearing

12 Enforcement: civil, criminal and at the border

Three enforcement routes

Route	Who brings it	Remedies	Notes
Civil action	The rights holder, in the Court of First Instance or the District Court	Interlocutory and final injunction, damages or an account of profits, delivery up, destruction, costs, and a declaration	The usual route; an interlocutory injunction is decided on the balance of convenience and the strength of the case
Criminal prosecution	The Hong Kong Customs and Excise Department, for copyright piracy and trade mark counterfeiting	Fines and imprisonment; seizure and forfeiture of the goods	Directed at commercial dealing in infringing copies and counterfeit goods, not at ordinary commercial disputes
Border detention	Customs, on the rights holder's notice	Detention of suspect consignments so the rights holder can inspect and sue	Requires a registered right, a notice to Customs and an undertaking to indemnify

Official forms, right by right

Every form on this page, with its fee

Right	Form	What it does	Fee
Trade mark	**T1**	Request for preliminary advice on registrability	**HK$400**, plus HK$200 per additional class
T2	Application to register a mark	**HK$2,000** first class, **HK$1,000** each additional; defensive mark HK$2,300	
T6	Notice of opposition	**HK$800**, within 3 months of publication	
T8	Renewal	**HK$2,670** first class, **HK$1,340** each additional; late fee HK$500; restoration HK$4,000	
Patent	Request to record (standard patent (R))	First stage of re-registration	**HK$275** e-filing / **HK$380** paper, plus advertisement **HK$68**
Request for registration and grant	Second stage of re-registration	**HK$275** / **HK$380**, plus **HK$68**	
P6	Short-term patent application	**HK$545** / **HK$755**, plus **HK$68**	
OP4	Request for substantive examination — required before a short-term patent can be enforced	**HK$4,000**	
Registered design	**D1**	Application to register a design	**HK$235** / **HK$315** per article; **HK$175** / **HK$235** each further article; **HK$470** / **HK$630** for a set; advertisement **HK$62** per design
D11	Renewal	**HK$475** / **HK$835** / **HK$1,410** / **HK$2,420**; late surcharge **HK$390**	
Copyright	None	No register, no application, no renewal	
Passing off	None	Begun by writ in the Court of First Instance; the costs are the court's, not a registry's	
Domain name	Complaint to an approved provider	Filed under the HKDNR dispute policy	The provider's published filing fee
Personal data	Complaint form to the Privacy Commissioner	No filing fee; a civil claim for compensation is separate	None

13 Fees, in one table

Intellectual Property Department fees

Matter	Form	Fee
Trade mark — preliminary advice	T1	**HK$400**, plus HK$200 per additional class
Trade mark — application, first class	T2	**HK$2,000**; **HK$1,000** per additional class; defensive mark HK$2,300
Trade mark — notice of opposition	T6	**HK$800**
Trade mark — renewal, first class	T8	**HK$2,670**, plus **HK$1,340** per additional class
Trade mark — late renewal / restoration	T8	**HK$500** late fee · **HK$4,000** restoration, plus class fees
Standard patent (R) — request to record	—	**HK$275** e-filing / **HK$380** paper, plus advertisement **HK$68**
Standard patent (R) — registration and grant	—	**HK$275** / **HK$380**, plus **HK$68**
Standard patent (O) — filing	—	**HK$345** / **HK$480**, plus **HK$68**; substantive examination **HK$4,000**
Short-term patent — filing	P6	**HK$545** / **HK$755**, plus **HK$68**; examination for enforcement **HK$4,000** (OP4)
Patent renewal	—	**HK$450** a year for years 4 to 10; **HK$620** a year for years 11 to 15
Design — application	D1	**HK$235** / **HK$315** per article; **HK$470** / **HK$630** for a set; advertisement **HK$62** per design
Design — renewal	D11	**HK$475** / **HK$835** / **HK$1,410** / **HK$2,420**; late surcharge **HK$390**
Copyright — registration	—	**No register and no fee**
Domain name — dispute	—	Provider's filing fee, published by the provider; no court fee unless the dispute goes to court

14 Every deadline on one page

The dates that decide whether the right survives

Deadline	What it applies to
3 months	To oppose a published trade mark application (Form T6)
3 months	To file a counter-statement after notice of opposition — the period the Registrar specifies, in practice three months
6 months	Paris Convention priority for a trade mark, a patent or a design, from the first filing
6 months	Late renewal of a trade mark after expiry, with a HK$500 late fee
3 months before expiry	Earliest date to pay a design renewal; unpaid, the registration ceases at the end of the term
3 years	Continuous non-use after which a trade mark becomes liable to revocation
4 years	Short-term patent renewal, for the second four-year term
4th anniversary	First annual renewal of a standard patent, and every anniversary after
10 years	Trade mark registration, renewable indefinitely
40 days	To respond to a data access or correction request under DPP6 of the PDPO
None	Copyright: no filing, no renewal, no register — which is why the evidence of authorship is the whole asset

15 What goes wrong

- **The brand is never registered.** A company name, a business registration certificate and a domain name give no trade mark rights, and the first to file usually wins.
- **The specification is too wide.** It invites an objection, costs HK$1,000 a class, and a registration for goods the client does not sell is vulnerable to revocation for non-use after three years.
- **The mark is disclosed before filing.** A launch, a pitch or a social media post can destroy novelty for a patent or a design, and can create an earlier right for someone else.
- **A short-term patent is enforced before examination.** Substantive examination must be requested and completed first; without it the patent cannot be relied on in court.
- **The designer keeps the copyright.** A logo commissioned without a written assignment belongs to the designer, however much was paid.
- **The opposition is filed late.** Three months from publication, and the Registrar has no general power to extend it.
- **The domain name is bought and forgotten.** Renewal, correct registrant details and a matching trade mark are what make a dispute winnable.
- **A privacy policy is copied from a European template.** It cites the GDPR, omits DPP1's notification requirements, and satisfies neither regime.
- **Infringing stock is destroyed before trial.** Delivery up and an account of profits depend on the goods and the records existing; a preservation letter is the first step, not the last.

16 Checklist

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- Register search done before filing, and a T1 preliminary advice obtained for a doubtful mark
- Classes chosen against the goods actually sold, and the specification drafted in registry terms
- Filing receipt, application number and publication date diarised; the three-month opposition window watched
- Renewal date in the diary, with the class count and the fee
- For a patent: confidentiality before disclosure, the right route chosen, and examination requested where needed
- For a design: representations filed from every side, and the priority date checked
- Copyright: written assignment signed by the author, and the date of creation evidenced
- Trade mark and passing off pleaded together where both are available
- Domain names registered in the business's name, with current contact details
- Privacy notice written for the PDPO, and a separate GDPR position where EU customers are targeted
- Enforcement letter sent with a preservation request, and a without-prejudice offer kept separate

17 Sources

- Trade Marks Ordinance (Cap 559): ss 11 (absolute grounds), 12 (relative grounds), 18 (infringement), 44 (opposition), 49 (duration of registration — 10 years), 50 (renewal), 52 (revocation for non-use); Trade Marks Rules (Cap 559A), Schedule of fees.
- Intellectual Property Department, *Forms and fees* (trade marks, patents and designs) and *Notice of Specification of Forms*; the application process guidance on publication and the three-month opposition period.
- Patents Ordinance (Cap 514); the original grant patent system, in operation since 19 December 2019; IPD guidance on standard patents (R) and (O) and short-term patents.

- Registered Designs Ordinance (Cap 522), s 28 (period of registration — 5 years, up to 25); IPD designs guidance on Form D1, Form D11 and the three-month registration period.
- Copyright Ordinance (Cap 528): s 17 (duration) and the infringement provisions; IPD, *Intellectual Property in Hong Kong*.
- Personal Data (Privacy) Ordinance (Cap 486), Schedule 1 (the six data protection principles); the Privacy Commissioner for Personal Data's guidance; section 33 (cross-border transfer) remains uncommenced.
- Regulation (EU) 2016/679 (GDPR), Articles 3, 33 and 83.
- Hong Kong Domain Name Registration Company Limited, Domain Name Dispute Resolution Policy; *Coco v A N Clark (Engineers) Ltd* [1969] RPC 41 on confidence.