Willans LLP | solicitors

70 YEARS 1947 - 2017

Law News

Newsletter for commercial clients

Spring 2017

Celebrating exceptional client care since 1947

We are delighted to be celebrating Willans' 70th birthday this year.

Our story began in April 1947, when a young Alec Willans qualified as a lawyer and put up his own brass plate in Clarence Street, Cheltenham.

While Alec Willans would have dealt with all manner of legal problems, from personal to business affairs, a day in the life of a solicitor now is very different. Specialisation has enabled us to deliver the expertise needed to handle ground-breaking court cases for clients as diverse as a dispute over a frozen embryo to a trade mark infringement, both of which received international media attention.

However, true to our roots, we still offer a complete service, helping clients with the legal aspects of their businesses as well as being there to help them move house or deal with difficult issues such as divorce or bereavement.

Willans is today a mix of eight firms employing around 75 people, operating across four buildings on Imperial Square.

In 2008 we acquired the Law Society's stamp of quality, Lexcel, and around this time we started to gain national recognition after being commended in prestigious legal guides, *Chambers* and *Legal 500*.

We have an exciting year of plans to mark our platinum anniversary, including a birthday party, fundraising initiatives for The Nelson Trust and sponsorships of county events such as Gloucestershire Business Awards and Cheltenham Festivals. We are also supporting the next generation of lawyers by partnering with the University of Gloucestershire's law school to provide mentoring and coaching.

Managing partner Bridget Redmond said: *"We're immensely proud to be celebrating Willans' 70th anniversary. The firm today is very much the product of the hard work, professionalism and business acumen of the many partners and staff who have been involved with the firm during its 70 years.*

"We are better equipped than ever to look after our clients, their businesses and their evolving and complex needs. We have grown to a size that has enabled us to develop real depth of expertise in areas such as intellectual property and renewable energy, specialisms that Alec Willans wouldn't have dreamed of back in 1947! Yet we are still committed to providing great, personal service to individuals, just as he would have done."

Supporting the Gloucestershire Business Awards

We are delighted to continue to support the **Gloucestershire Business Awards**, now in its 20th year of acknowledging county business talent.

We are sponsoring the 'Family Business of the Year' award, open to companies large and small across the county in which founding families are still significantly involved.

The awards will be held at The Centaur, Cheltenham Racecourse on 5 October. Entries close midday on 21 July.

Law News is now available electronically. If you would prefer to receive it in this format then please email us at: law@willans.co.uk

Employee or not employee? That is the question

Jenny Hawrot - an experienced employment lawyer who advises individuals and businesses on the full range of employment issues.

The days when working relationships were that of 'master and servant' have all but disappeared, and businesses now find themselves in an ever-evolving minefield of working arrangements.

Employers frequently try to set up working relationships, so that their workers are classified as self-employed, rather than as employees. This is because employees are afforded significantly more rights and entitlements than self-employed individuals, plus no national insurance will have to be paid by the business. Unfortunately for these 'wily' employers, employment tribunals do not fall for this, and instead look beyond the superficial set up of the working relationship.

This was a tough lesson learned by both Uber and Pimlico Plumbers in the last few months. Both of these employers engaged workers on the basis of being self-employed, but, in reality, they were treated like employees on a day-to-day basis. The only difference was that the workers didn't have the benefit of the additional rights and entitlements enjoyed by an employee. Both companies lost when taken to court.

Cases such as this invite the question: how can businesses ensure that the self-employed are actually self-employed?

In the light of this, ACAS has renewed its guidance to provide key factors which must be present if someone is to be regarded as self-employed. Namely, they bid or provide quotes to secure work; they decide when and how to do work; they are responsible for their own tax and National Insurance and they do not receive holiday or sick pay when they are unavailable for work.

Despite this update, there is still no definitive black and white guidance when it comes to employment or self-employment status. As always, each case will turn on its facts, and in the absence of anything definitive, businesses will just have to follow the guidance of ACAS and case law for the time being. They would, however, be well-advised not to class workers as 'self-employed' simply to avoid employment liabilities.

Jenny Hawrot
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Weigh up risks before suing for damages – a cautionary tale

Paul Gordon - a *Legal 500*-rated dispute resolution partner praised for his ability to *"take in detailed information and formulate a winning strategy"*.

In the recent case of *Marathon Asset Management LLP v Seddon,* Marathon brought a claim against Mr Seddon and Mr Bridgeman after they left the business, claiming damages estimated at £15 million for alleged misuse of confidential information.

However, despite the court accepting that there had been misuse of information, Marathon were not able to establish that they had suffered any loss. The court commented: "*In circumstances where the misuse of confidential information by the defendants has neither caused Marathon to suffer any financial loss nor resulted in the defendants making any financial gain, it is hard to see how Marathon could be entitled to any remedy other than an award of nominal damages.*"

The court went on to make an award that each defendant pay just £1 to Marathon as nominal damages. In the costs ruling that followed, Marathon were heavily penalised and had to pay a considerable percentage of the defendant's costs in the case.

The court specifically said that a party pursuing a claim for damages for misuse of confidential information without evidence of any significant misuse, but in the expectation that such evidence will or may be uncovered through the litigation process, takes the risk that it will not be uncovered, and in doing so faces a significant costs risk.

The lesson from this case is to consider the risk of potential costs before embarking on litigation. One could, as was the case with Marathon, end up with egg on one's face after over-egging the pudding!

Paul Gordon
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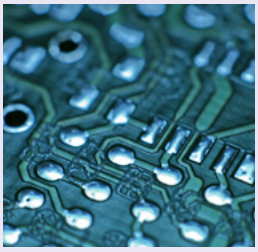
Client news

We recently acted for **Topeka Logistics Ltd** in the purchase of the entire issued share capital of Ralph Davies International Ltd, a leading transporter of temperature controlled foodstuffs. Our corporate & commercial partner Theresa Grech led the transaction on behalf of Topeka with the help of commercial property partner Susie Wynne, employment solicitor Jenny Hawrot and corporate & commercial solicitor Sophie Martyn.



Corporate & commercial partner Paul Symes-Thompson and employment law solicitor Jenny Hawrot advised shareholders of leading marketing service provider **Blueberry Wave** on the sale of their shares to Veriteva.

Corporate governance reform to 'restore trust in British business'

Last year, the business behaviour of Sir Philip Green of BHS and Mike Ashley of Sports Direct put them in the centre of a media storm. Their very high profile failings threatened to undermine the reputation of British companies, prompting the Department of Business, Innovation and Skills to announce that it would be carrying out a new inquiry into practices at the top tier of large businesses.

Accordingly, on 29 November 2016, the government published its *Green Paper: Corporate Governance Reform*. The paper sought views from businesses, investors, employees and members of the general public on the three areas listed below, as well as inviting any other ideas that could potentially strengthen the UK's corporate governance framework:

- Measures to increase transparency and shareholder influence in relation to executive pay (which has grown much faster than corporate performance) and pay generally, as well as improving the effectiveness of long-term pay incentives
- Measures to increase the connection between boards of directors and other groups with an interest in corporate performance such as employees and small suppliers, to give them a greater voice at board level
- Whether the features of formal corporate governance and reporting standards which have worked well in public listed companies should be extended to the largest privately-held companies.

Regardless of whether the government decides to go down the legislative or non-legislative route, it is hoped that the reforms will help to fulfil its aim of restoring public trust in British business.

The *Green Paper* consultation closed in February and the government is now analysing public feedback to enable it to publish its own response in the coming months. We hope to update you on this in a future edition of *Law News*.

Sophie Martyn
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Sophie Martyn - advises clients on general aspects of corporate and commercial law, with a particular interest in science and technology.

Why LPAs are a valuable insurance for business owners

Rachel Taylor - a solicitor in our wills, probate & trusts team, handles all private client matters with a particular interest in mental capacity issues.

Unexpected incapacity of a business owner can cause financial and operational difficulties for a business. It could, for example, result in no-one having authority to control the business account.

Lasting powers of attorney (LPA) can be a valuable form of insurance against temporary or permanent future incapacity. LPAs enable you to appoint one or more attorneys to step in and make decisions on your behalf if you are no longer able to do so yourself. The attorney could be a trusted friend, family member or (for a financial decisions LPA) a professional.

There are two types of LPA:

Personal welfare covers decisions such as where you live and what medical treatment you should receive.

Financial decisions covers decisions such as buying and selling property, organising insurance, opening and closing bank accounts, investing assets and dealing with tax affairs.

Whilst it may be appropriate to appoint a close friend or family member to deal with personal finances, that person may not have the best understanding of your business. Business owners therefore ought to consider making a separate financial decisions LPA.

If you lose capacity and have not made an LPA, an application to the Court of Protection may be necessary for an order appointing someone to act on your behalf. This process can be costly and time-consuming and the person appointed may not be the person you would have chosen.

If you are thinking of making a lasting power of attorney, please contact any of our lawyers in our wills, probate & trusts department.

Rachel Taylor
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Commercial property legal expert Alasdair Garbutt acted for **Joedan Group**, which designs, manufactures, sells and fits sustainable aluminium products such as doors, windows and conservatories, in the purchase of two further units in the region to expand their manufacturing and office facilities.


Gloucestershire Echo

An old newspaper cutting resurfaced from the *Gloucestershire Echo* in February, detailing how our founder, Alec Willans represented Roy Marchant of **Marchants Coaches** in 1949. 68 years on, we still advise this iconic family-run business. Roy's son, Roger Marchant, commented: *"(Willans) provide us with sound advice and we know and trust them."*

An overview of current issues surrounding data protection

Matthew Clayton - a *Chambers*-rated employment law partner praised by clients for his "*down-to-earth, practical and common-sense approach*".

Data protection issues continue to gather increasing prominence with the introduction of forthcoming new legislation from Europe (which is still likely to affect the UK, despite Brexit) and several key decisions being made in the courts.

Pre-litigation subject access requests

Back in our winter 2015 edition we reported on the case of *Dawson-Damer and others v Taylor Wessing and others* in which a group of claimants were in a dispute with a trustee company based overseas. Each individual in the group had submitted individual subject access requests to the trustee's firm of solicitors based here in the UK, asking for details of all personal data held by the solicitors relating to them.

The solicitors declined to comply on the basis of professional legal privilege, and so the group applied to the High Court for an order to require compliance. The High Court held that the requests were made with the improper motive of seeking documents related to the litigation, and therefore refused the order on the basis that the purpose of a subject access request is not as a pre-litigation disclosure tool.

However, the Court of Appeal has recently overturned this decision, ruling that the High Court was wrong to decline to enforce the request. This suggests that the courts will be increasingly tolerant of subject access requests being used as a tool to obtain disclosure of information pre-litigation. The Court of Appeal has stated in a separate case, though, that the search itself can be limited by what is proportionate to the facts and circumstances.

ICO prosecution for stealing client information

A key asset to any business is its confidential data, in particular its database of clients and potential clients. This information can often end up being the focus of confidentiality clauses and post-employment restrictions in contracts of employment, but is also governed by the Information Commissioner's Office (ICO) in its regulatory role of enforcing the provisions of the Data Protection Act.

The ICO has recently successfully prosecuted a former recruitment agency employee, who emailed the personal data of approximately 100 existing and potential clients to her personal email address as she was leaving the company to start a new role at a rival recruitment company. She then used that personal data to contact individuals in her new job. She pleaded guilty to the offence and was fined £200, ordered to pay costs of £214 and a victim surcharge of £30.

Matthew Clayton
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Increased costs to employ non-EEA workers

Helen Howes - advises on employment matters including business immigration.

Employers looking to employ workers from outside of the European Economic Area (EEA) are now subject to a new immigration skills charge, which came into effect on 6 April this year. It costs £1,000 per year per worker (with reductions applying to smaller businesses and charities).

The minimum salary threshold applicable to those workers sponsored under Tier 2 (general) has risen to £30,000. Similarly, the new minimum for most workers coming to the UK on an intra-company transfer has increased to £41,500 per annum.

Helen Howes
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Client news

Robin Beckley advised offshore trust managers on a sale of a landed estate in Gloucestershire for in excess of £10 million to a buyer represented by a London solicitor. This complex transaction included the handling of the basic farm payment transfer, employment contracts, occupational tenancies and sporting rights.

Corporate & commercial partner Paul Symes-Thompson recently acted for family-run UK business **R-Tech Welding Equipment Ltd** on a buy-back of shares.

Business rates revaluation 2017 - what does it all mean?

Business rates were revalued this April, affecting bills for 2017/18.

Business rates are set in proportion to the estimated rentable value of the property. Rising property values across areas such as London in recent times have meant that business rates under the revaluation for that area are now higher. On the other hand, rates bills will be lower in those parts of the country where property prices may have decreased.

Changes will be introduced with a cap to help ease the transition, to avoid a sudden change in rates bills for businesses.

Rates are normally reassessed every five years. The underlying property values used to calculate the rates are from the two years before. The rateable value is then combined with a "multiplier" figure to establish the actual rates payable.

Last time round rates were set in 2010 and based on 2008 values. This time the re-evaluation came in effect on 1 April 2017 and is based on rental values as at 1 April 2015.

Under the new rules:

- properties with a rateable value of less than £15,000 will get small business rate relief
- empty non-domestic properties with a rateable value below £2,900 are exempt from rates
- transitional relief is available if the rates go up or down by more than a certain amount. The council will adjust the bill automatically if eligible.

Landlords with business tenants may also be affected. Changes to rateable value will have an effect on the amount of statutory compensation payable to the tenant under the Landlord and Tenant Act 1954. Therefore, if landlords oppose the renewal of a business tenancy benefiting from security of tenure, under that Act the tenant may be entitled to compensation. The level of compensation is calculated by applying a multiplier to the rateable value of the property. Landlords ought to take this into account when considering whether to oppose a lease renewal.

The changes to business rates are significant and businesses should check their rates bill carefully if they have not done so already. There is a new system of appeals called Check, Challenge, Appeal which seeks to resolve disagreements at an early stage. Businesses should use this process if they wish to appeal the new business rates assessed on their properties.

Alasdair Garbutt
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Alasdair Garbutt – a commercial property specialist who is experienced in sales & acquisitions, development transactions, landlord and tenant and property management matters.

New protocol for debt recovery

The Ministry of Justice has recently published a protocol to be followed whenever a business seeks to recover a debt from an individual.

The aim is to avoid court proceedings and encourage early settlement. The protocol, which comes into force on 1 October this year, recommends the use of alternative dispute resolution (ADR) including mediation.

Mediation is an effective way of resolving disputes and has many advantages over litigation. It can be quicker, less stressful and cheaper than going to court.

Willans' mediation service, launched last year, can provide assistance to businesses seeking to resolve any such disputes with the minimum of fuss for a fixed fee.

Nick Cox
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Nick Cox - partner

Corporate & commercial partner Paul Symes-Thompson and solicitor Sophie Martyn acted for Daniel and Caroline Warwick on the sale of shares in their nursery business, **Desirable Childcare Ltd**.

The deal also involved commercial property partner Nigel Whittaker and employment solicitor Jenny Hawrot.

We staged our fifth annual quiz night raising more than £2,800 for charity **The Nelson Trust.** Around 170 participants racked up over 500 hours worth of brain power to support people recovering from drug and alcohol addiction.

Check your lease before cashing in on short-term lets

Senior partner Nick Cox of our litigation department - known for giving *"careful, clear advice"* and *"understands clients' needs"*.

How do you find accommodation when you are travelling to a new town for a few nights? Do you look for a reliable hotel chain or a homely bed and breakfast, or do you check the internet to see what apartments might be available on a short-term basis through a booking site?

The increase in the numbers looking for accommodation for one or two nights has made these sites very popular. It has also offered a chance to those who own properties, that might suit the business traveller or family seeking a city break, to make a tidy sum.

It almost seems too good to be true for all concerned, but the owners of apartments and flats in houses or complexes need to take care; they may unwittingly be contravening their leases in any one of a number of ways. And if the other residents don't like the idea of sharing a staircase with a group on a stag or hen weekend, then they may be able to insist that the landlord or management company does something about it.

Not only will most residential leases include a covenant not to cause or permit to be caused a nuisance or annoyance to other residents, but they may also include several other covenants that may be less obvious but even easier to breach.

Many will include an agreement only to use the property as a residence, and this will not normally be satisfied by letting it out for a couple of nights at a time to people who would never consider that they were "residing" there. Some will go further and will limit the residence to that of a single family, so preventing the lads who are occupying the beds, sofas and floor space from fulfilling that requirement.

Then there is the "alienation" clause that means that a landlord must be asked to consent to any subletting of the property. The lease may allow assured shorthold tenancies of a minimum period, usually six months, but may prohibit anything shorter.

If the landlord decides to do something there may well be a clause that allows him (or them if the property is owner-managed by a residents' company) to recover all of the costs they incur in instructing lawyers or agents to take action. In extreme cases the landlord can even serve a notice, which is the first step in seeking to forfeit the lease.

As one owner recently found out to her cost, what seemed like a nice earner can end up being a nasty and expensive surprise. Where a tenant is thinking about embarking on this type of venture, they would do well to take some advice on what their lease actually says before doing so.

Nick Cox
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Lessons to be learned from charity commission inquiry

Caroline Leviss - an *"extremely responsive, knowledgeable and professional"* corporate & commercial solicitor with extensive experience of working with charities.

The Earl of Chester's Fund is a grant-making trust within the county of Cheshire. The Charity Commission opened a compliance case after receiving a complaint that the charity made a grant to a non-charitable company that was linked to a trustee.

The trustees in this case accepted that the grant was made in error and reimbursed the charity £24,000 as a gesture of goodwill.

The report issued by the Charity Commission serves as a good reminder for trustees as to their duties. In particular, trustees should ensure:

- that the charity has carried out the purposes it was set up for and for no other purpose – this is particularly so when the charity is making a grant to non-charitable bodies
- they comply with the charity's governing document – in particular how trustees are appointed, how meetings must be conducted, conflicts of interest and trustee benefits
- they act in the charity's best interests and deal appropriately with conflicts of interest. In particular, payments or other transactions that benefit trustees, or persons connected to a trustee, can only be made if permitted by the charity's governing document or by charity law
- they make balanced and adequately informed decisions – trustees should make decisions collectively, in good faith and armed with all the relevant facts, and not swayed by irrelevant facts. Trustees that are conflicted should not take part in the decision-making process
- that when the charity makes grants they carry out appropriate due diligence and monitoring. Trustees should ensure that the grant is only used towards their charitable purposes. This can be done by making the grant a restricted fund.

Caroline Leviss
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Pitfalls of 'agreements to agree' – why it pays to be specific

In order to create a legally binding contract, the terms agreed between the parties to an agreement must be sufficiently certain.

Sometimes, contracts are written in which particular terms are left subject to further negotiation at a later date. While this flexibility may seem appealing, these so-called 'agreements to agree' can, as a recent case demonstrates, lead to difficulties.

In *Teekay Tankers Ltd (TT) v STX Offshore and Shipbuilding Company Limited*, the parties had entered into an option agreement under which TT could order three more sets of four ships from STX, provided that the delivery date for the four ships was such date as 'shall be mutually agreed' upon and that STX would use its 'best efforts' to deliver the ships within a stipulated time period.

A dispute arose between the parties. STX argued the option agreement was uncertain and therefore unenforceable because it did not specify the dates for delivery. TT argued that the court should (a) imply a reasonable date for delivery or (b) imply the delivery date to be such date as STX had offered.

The court found that the option agreement was an 'agreement to agree', and therefore unenforceable. It would not imply the term that TT was seeking because it ran contrary to the express words of the agreement, which stated that they were to be 'mutually agreed upon'. The court stated that the parties were free to agree or disagree about a proposed delivery date according to their own interests, but that left no room for the delivery date to be identified by determining what was reasonable. STX was only required to "*make best efforts*" to identify a delivery date within the time period.

This recent case is important because it highlights that you must be as specific as possible when drafting these provisions. A court will imply a clause into an agreement if possible but they will not do so if it runs contrary to an express term of the contract. There is always a risk that any contract provision which is 'to be agreed' will be held by a court to be uncertain and therefore unenforceable.

Theresa Grech
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Theresa Grech - a *Chambers*-rated partner with wide experience of corporate and commercial matters, specialising in data protection and IP. She is praised by clients for her *"good solid advice"* and *"excellent service"*.

Prescriptive rights - whose land is it anyway?

For prescriptive rights to arise over land, they have to have been exercised without force, secrecy or permission of the landowner.

In the case of *Winterburn v Bennett,* the landowners (Mr and Mrs Bennett) were successful in claiming that steps they and their predecessors had taken prevented their land from being subject to prescriptive rights to use it as a car park.

Mr and Mrs Winterburn had operated a fish and chip shop since 1988, beside the entrance to a car park used by their suppliers and customers. The car park was owned by the Conservative Club Association who sold it, along with the club building, to the Bennetts in 2010. The Bennetts then let the building in 2012 to a tenant who obstructed access to the car park. The Winterburns objected and commenced proceedings claiming that they had acquired a prescriptive easement to use the car park for themselves, their suppliers and customers based on 20 years of uninterrupted use 'as of right'.

Until 2007 there had been a sign on the wall of the car park which stated that it was private and only to be used by club patrons. A similar sign was displayed in the building's window.

The issue was whether the signs erected by Mr and Mrs Bennett's predecessors were sufficient to show that Mr and Mrs Winterburn's use of the car park was unauthorised and therefore 'with force'.

In this case the Court of Appeal overruled the decision of the lower court by deciding that the signs were a sufficient indication that the owners of the car park objected to use of their land by the Winterburns and others authorised by them. The signs were clearly visible to all users of the car park and clearly informed them that it was private.

There was no need for physical steps to be taken to prevent the unauthorised use, or for legal proceedings to be commenced or solicitors' letters to be sent to prevent prescriptive rights arising.

Similar signs can also assist in defeating any claim for registration of land as a town or village green. Signs will be binding even if the unauthorised users remove them when reasonable steps are taken to reinstate them.

Robin Beckley
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Robin Beckley - a partner leading our agriculture & estates department. *Chambers* says *"his technical knowledge is tremendous and he's very measured."*

What kind of 'endeavours' should one agree to?

Obligations set out in a contract are normally absolute and failure to satisfy an obligation will be a breach of contract. The parties to a contract may therefore want to qualify an obligation by only agreeing to 'try' to achieve it. This is where 'endeavours' clauses are commonly used.

As lawyers we see all sorts of these clauses and often advise our clients on whether they should accept them, but unfortunately we cannot say with certainty what the terms 'reasonable', 'all reasonable' and 'best' endeavours actually mean. When looking at them, the courts will look at the circumstances. They will apply different meanings of 'endeavours' depending on the background and the obligations to be given under the contract.

Nevertheless, it is sensible to be careful when agreeing this type of clause as the parties may believe that the term used means something quite different to its true meaning. We will therefore look at each term in turn.

Reasonable endeavours is the least onerous obligation. If there is more than one course of action, the party can normally choose which one to take. The party may be obliged to incur some cost or commence litigation when fulfilling this obligation, but can have regard to its own commercial interests including the cost, their reputation and the likely chance of success when deciding which route to take.

Best endeavours is the most onerous obligation. Although acting with best endeavours is not an absolute obligation to do something and does not require a party to incur costs which will result in financial ruin or to commence litigation which is bound to fail, it may involve taking steps which are commercially unreasonable and could involve significant costs.

All reasonable endeavours is generally less onerous than best endeavours but more onerous than reasonable endeavours.

The meaning given to an endeavours clause will be very case specific and therefore may vary from contract to contract. If you require advice on endeavours clauses, please contact us.

Caroline Leviss
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Caroline Leviss - an experienced solicitor in our corporate & commercial team, is noted for her *"calm and robust position under pressure"*.

More news on our website **www.willans.co.uk**

Contact

For advice on any of the issues covered in *Law News* or any other area of law, these are the people to contact in the first instance.

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