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Willans LLP | solicitors

Law News

Newsletter for commercial clients

Autumn 2019

Welcome

It's certainly set to be an interesting autumn, politically and economically, as we hurtle towards the proposed Brexit date.

We take a look at the latest stats in the world of data protection, and explain why things are set to get a little more complicated after 31 October (as at the time of writing).

We also take a bird's eye view of some of the more general issues we see affecting businesses day-to-day - from tips on planning for future succession, the importance of having a shareholders' agreement, and the key considerations for those buying and selling a business or property in the hospitality sector.

As always, if we can help, we'd be delighted to hear from you.

Bridget Redmond managing partner

What's in this issue?

New faces and promotions to celebrate

We are pleased to welcome experienced collaborative family lawyer **Sharon Giles** as a partner in our family law team. Sharon has been ranked in prestigious independent guide *The Legal 500* for her skilled approach, and is a member of Resolution family law - a professional organisation committed to the constructive resolution of family disputes.

Chartered legal executive **Jonathan Eager**, who has 25 years' experience in the field and is also rated in *The Legal 500*, has been recently promoted to senior associate, in recognition of his outstanding work.

We are also delighted to welcome **Michelle Vandekleut** to our dispute resolution team. She is a litigation executive who joins us after 11 years at a leading regional firm. ■

Pictured (L-R) Jonathan Eager, Sharon Giles, Michelle Vandekleut, Bridget Redmond

Lending our support to county family businesses

GloucestershireLive Business Awards 2019

Although we work with many national and international businesses, we have always been passionate about supporting businesses in Gloucestershire.

For many years we have supported the Gloucestershire Business Awards, and 2019 is no exception. As sponsor of the Family Business of the Year Award, we're looking forward to presenting the award this October. We'll announce the winner in the next issue. ■

A fresh new look online

We are excited to unveil our brand new website. It is designed to reflect our straight-talking, forward-thinking approach and committment to securing the best outcomes for our clients, and we hope it communicates this well.

Take a look at **willans.co.uk** and let us have your thoughts. ■

Closing a deal successfully: top tips

When it comes to buying or selling all or part of a business, there can be many pitfalls on the road to completion. Corporate & commercial partner **Chris Wills** explains how to avoid some of them.

To complete any deal successfully (i.e. a deal where both parties come away satisfied that they have achieved their objectives) requires careful planning and organisation.

Such deals are very rarely completed overnight (no matter how motivated the parties are), and a failure to plan and be organised from the outset generally results in the negotiations becoming fraught and protracted.

Following these basic principles can make a significant difference to the whole process:

Engage professional advisors at an early stage

Taking appropriate advice as early as possible can help to guide the parties down the correct path and avoid wasting time and resource on negotiations that are unlikely to achieve a satisfactory outcome.

Take the time to prepare your business for sale

Whether exiting through a trade sale or a management buyout, the buyer is going to want to undertake some form of due diligence process (which usually involves investigating legal, financial, tax and commercial issues) to understand as much as possible about the business that they are buying and to ensure that they get exactly what they are paying for.

Any action that can be taken by a prospective seller to ensure that their records and systems are organised, or to identify and address any potential issues that could hamper negotiations or result in a reduction to the purchase price, will help to ease this process.

Take care when negotiating the heads of terms

Carefully negotiated heads of terms that have been reviewed by professional advisors (both legal and financial) can help the parties to identify and/or address any significant issues at an early stage. This generally results in strong first drafts of the key transaction documents being prepared.

Although heads of terms are not usually legally binding, parties tend to feel morally bound to adhere to them unless, in the buyer's case, the due diligence process uncovers something that justifies a revision of those terms.

As a consequence, a failure to pay close attention to the heads of terms can result in delays, or even an attempt to renegotiate the price and other key points, because they have not been fully addressed in the heads of terms.

Do not rush the due diligence process

The due diligence process tends to be the most resource-intensive part of any deal, but ensuring it is well-run will benefit everyone involved.

Responding fully to questions, and providing complete copies of any documents that are requested in a methodical manner (ideally through an online data room), will speed up the buyer's review process, reduce the number of follow-up questions and allow the parties to focus on negotiating the transaction documents themselves.

From the seller's perspective, a well-organised due diligence exercise makes the disclosure process (which is designed to protect the seller from potential breach of warranty claims under the main transaction documents) far easier to manage. ■

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Chris Wills
Partner, head of corporate & commercial

Chris has over a decade of experience in advising businesses on a range of transactions and issues, including mergers and acquisitions, debt and equity funding, joint ventures and shareholders' agreements.

Introducing our charity of the year

We're delighted to support **Maggie's Cheltenham Centre**, which gives free practical, social and emotional support to people with cancer, as our charity of the year.

If your business would kindly like to donate a raffle prize at one of our future fundraising events for Maggie's, please contact **emma.thompson@willans.co.uk.**

What we've been advising on...

Corporate & commercial partner, Paul Symes-Thompson and associate solicitor, Sophie Martyn recently advised the shareholders of **Fellowes Farm Equine Clinic Limited**, a well-established equine veterinary practice based in Cambridgeshire, on the sale of the company to VetPartners Limited.

The deal also involved employment law associate solicitor, Jenny Hawrot and commercial property solicitor, Emma Thompson.

As long-standing clients of the firm, we would like to congratulate the sellers and wish them every success for the future.

Do I really need to bother with a shareholders' agreement?...

Shareholders' agreements to many can seem like an unnecessary expense, until it's too late, explains **Helen Howes.**

When starting out, many businesses naturally want to keep costs to a minimum. This often results in them regarding a shareholders' agreement as something optional or something to consider at a later date.

Similarly, many new businesses automatically adopt the model articles of association issued by Companies House when incorporating a business, rather than having articles drafted that are bespoke to the business.

Whilst neither of these decisions are 'wrong', it is important to be aware of their potential consequences should a problem crop up further down the road.

A significant benefit of having a shareholders' agreement, or bespoke articles of association drawn up, is that the process itself encourages discussion of key issues. In turn, it helps identify any potential areas of disagreement.

Discussing, for example, how long shareholders are intending to be involved with the company (i.e. whether they see their shareholding as a long-term investment or whether they are looking to grow the company rapidly and exit within a matter of years), what should happen if a shareholder wants to sell their shares or what should happen if something terrible happens to a shareholder, will help to identify whether the investors have different expectations.

Once these discussions have taken place, we can draft a suitably-crafted set of documents that reflect the understanding of all shareholders and provide an agreed framework for taking the company forward.

In our experience, by having these discussions and ensuring that all shareholders are on the same page, the shareholders' agreement can indeed be put in a drawer and forgotten about. However, crucially, the shareholders have peace of mind in knowing that should an issue arise, they have already agreed how it is to be dealt with.

This is an example of where a little preparation can save a lot of time, money and stress - whilst importantly protecting both the business and their investments. ■

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Helen Howes
Trainee solicitor

Helen is an employment law masters' graduate with extensive experience as a paralegal in employee relations and negotiations. She is currently completing her training contract, undertaking corporate & commercial work.

7 reasons to have a shareholders' agreement

1. You can control the decision making capabilities of the board of directors.

2. You can set the dividend policy of the company.

3. You can put in place procedures which the company must follow for share transfers or on a sale of the company.

4. You can protect minority shareholders' interests by placing restrictions on dominant shareholders.

5. You can determine what happens to his shares if a shareholder becomes bankrupt or if his employment with the company is terminated.

6. You can set out what happens if a shareholder dies, by implementing cross options, deemed transfer notices or permitting transfers to family members.

7. You can place restraint of trade provisions on shareholders, restricting their ability to compete against the company.

felt so good®

Commercial property solicitor Emma Thompson advised **Felt So Good** on the lease for their new premises in the Kingsditch area of Cheltenham.

The company, which counts retailers such as John Lewis, National Trust and Selfridges among its stockists, designs ethically-produced decorative accessories and giftware handmade from felt.

We wish Adele and the team all the best in their new premises and look forward to seeing their continued success.

Be in *Law News*

If you have worked with us recently and you'd like us to consider publishing your news in the next issue, contact sophie.pope@willans.co.uk.

Buying a business or property in the hospitality & leisure sector?

Whether you're a first-time business buyer entering into the leisure sector, or you're an experienced hotelier embarking on your next acquisition, the importance of doing your legal 'homework' shouldn't be underestimated. **Alasdair Garbutt** and **Chris Wills** explain more.

Location, location, location

Perhaps even more so in this industry than in some others, the nature of your commercial property and how this is able to fulfil your commercial requirements and goals is instrumental to your business's success. So it's important to get this right, and to think long-term about what you need from your premises. When the main focus for the buyer is on acquiring the business and the goodwill, this can often be overlooked.

If you're taking the plunge and buying a hotel or leisure business premises, a solicitor will be able to advise you on the potential liabilities that may be inherent in your proposed property.

Issues such as contaminated land, or a lack of asbestos reports or procedures, for example, can have a detrimental impact on your business post-acquisition, with potentially large liabilities involved.

You should also consider how your property will meet your business's future requirements. A lack of, or incorrect, planning permissions, easements and rights of way, common land or village green registrations may not appear to you to be a problem right now, but they could become an obstacle should you wish to redevelop or expand further down the line.

> "... how might these issues affect future plans, such as on-site entertainment and events?"

Licencing issues should also be considered before you proceed head-first; for example, how might these affect future plans such as on-site entertainment and events?

This is by no means an exhaustive list, and you'll need specialist advice in order to protect your investment. We are experienced in working with hoteliers, investors and leisure entrepreneurs. For sound commercial property advice, get in touch. ■

Alasdair Garbutt
Partner, commercial property
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It's all in the planning

As with the sale or acquisition of any business, careful planning is crucial when buying or selling a hotel.

Many hotels that come to market are family owned and operated, and may have been passed down through the generations. Although this will give a strong foundation for the business and, often, a loyal base of returning guests, it can make the due diligence challenging for both sides. This is because record-keeping and the legal structure of the business may not be as formal as a buyer might like.

Ideally, a seller should take advice before marketing the hotel with a view to identifying and rectifying any potential issues that might otherwise cause a delay to the process or, in some instances, put off potential buyers completely.

One very common situation that we come across time and again is where the operation of the hotel business (and the ownership of the fixtures, fittings and equipment) is undertaken by one legal entity (often a limited company or limited liability partnership) and the freehold title to the hotel itself is owned by another (often the individual shareholders, directors or members of the hotel operator, or their pension fund).

Sometimes simply understanding this structure is enough for a potential buyer, but there are occasions where some reorganisation is required ahead of the sale to make the business an attractive prospect.

Contact us for commercially-minded advice on buying or selling a business in the retail, hospitality or leisure sector. ■

Chris Wills
Partner, corporate & commercial
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Dispute resolution partner **Nick Cox** has finally been able to close a file where a client's claim for an interest in a development property came to fruition. After some fierce negotiations, settlement of the adverse possession claim was reached in late 2016, but the property has only just been sold. The client received a six figure sum, proving good things sometimes come to those who wait!

Partner Alasdair Garbutt advised the owners of a 30-bedroom hotel in the Malvern Hills on the commercial property aspects of its multi-million pound complete refurbishment. **The Cottage in the Wood** has secured over £2m from the Cumberland Building Society. We look forward to seeing their exciting plans continue to come to life.

Turning a blind eye

The court has recently provided guidance in the area of 'dishonest assistance', explains partner and head of dispute resolution **Paul Gordon.**

The court has shed light on the legal concept of 'dishonest assistance', in the recent case of *Group Seven Limited & Others v Notable Services LLP & Others [2019]*.

By way of background, police had investigated an €88M fraud case, in which the money was returned. The *Group Seven* court case was dealing with issues to include the liability of an accountant, Mr Landman, who received a substantial payment in assisting others in the matter.

The court had to determine whether Mr Landman's actions amounted to 'dishonest assistance'.

The legal test for determining this is complicated. It includes an assessment of the actual state of the individual's knowledge or belief on the facts. When this 'state of mind' has been established, the question whether their conduct was dishonest is to be determined by (objective) standards of ordinary decent people.

There is no requirement that the defendant (Mr Landman in this case) must have appreciated that what he had done was by those standards dishonest.

In the *Group Seven* case, the issue that the court considered was whether Mr Landman had 'blind eye' knowledge, even though he allegedly didn't have actual knowledge of the facts.

In other words, despite his suspicions, did he consciously decide to refrain from trying to confirm the true state of affairs, out of fear of what he might discover?

In this case, when considering the issue of dishonest assistance, the court found that Mr Landman did indeed have 'blind eye' knowledge.

This case highlights, particularly for those involved in the administration of trusts, the importance of not 'turning a blind eye'. If you're concerned about any transactions, you should actively take reasonable steps to understand the true state of affairs. ■

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Paul Gordon
Partner, head of litigation & dispute resolution

Paul is noted by national independent guide *The Legal 500* for his "strong technical knowledge". He is experienced in handling complex commercial proceedings through the High Court and County Court.

Knot again! Another knotweed liability case

Alasdair Garbutt
Partner, commercial property

We are all aware of the potential liabilities that the dreaded Japanese knotweed may bring. This can range from civil liability to a neighbour, or even criminal liability if reasonable measures are not taken to control the invasive plant.

Recently, on behalf of several neighbouring owners, Bristol City Council prosecuted a residential property company under the Antisocial Behaviour Crime And Policing Act 2004, to force the company to address the detrimental effect of the knotweed.

The company was fined £18,000 by the court, plus costs, and was given 28 days in which to address the issue, as well as provide an action plan from a specialist company to tackle the problem.

Yet again, the Bristol City Council case demonstrates how it is vital for landowners to take a proactive approach to noticing and addressing knotweed, including having a strategy in place to halt its growth.

Generally, the best way to do this is to obtain specialist treatment from a professional, who will be able to give you an insurance-backed guarantee. ■

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Resource Solutions Group (RSG) is a thriving £0.5 billion experienced and well-established recruitment partner to multi-nationals, household names and SMEs.

We have a longstanding relationship with RSG, providing legal advice for more than 15 years across a broad spectrum of practice areas.

Recently we have advised RSG on the acquisition (in June 2019) of Sopra Steria Recruitment (a business that turned over €139m in 2018), and (in April 2019) on a substantial investment in iKas Global (an opportunity that provides RSG with a platform to access markets in the Asia Pacific region).

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Pre-Brexit data protection update

The ICO (Information Commissioner's Office) has released its annual report, which has revealed an "unprecedented" year. The ICO received 41,661 data protection complaints in 2018/19, up from 21,019 in 2017/18.

Big fines have hit the headlines since last May, as you'd expect; namely the €50 million fine imposed on Google by a French regulator for not complying with the rules when it comes to using personal data in tailored online advertising.

Recently, the ICO announced its intention to fine Marriott International over £99 million for GDPR infringements, after a security breach which exposed around 339 million guest records across the globe.

Although these fines make for worrying reading, the data protection authorities have been careful on the whole not to be too heavy-handed, and are sympathetic to the GDPR administrative burden (by which small to medium enterprises with limited cashflow and resources are likely to be worst hit).

We expect that the enforcement activity will continue to gather pace as the settling-in period passes. With this in mind, it's not too late to take stock and do an audit on your GDPR compliance processes, such as reviewing your policies and supplier contracts, and how your policies are working in practice. You should regularly conduct refresher training for staff who are involved in handling personal data or ask specialists to come and do this for you – we've been asked by many clients to come to their organisation and deliver in-house training.

After the anticipated Brexit date, things are likely to get more complicated for UK companies doing business in Europe. Since we'll no longer be part of the EU, a UK company may find itself subject to both the GDPR and the parallel Applied GDPR regime, so will have to answer to not only the ICO, but also one or more EU Regulators.

There will be new rules to comply with when it comes to transferring data out of the EU, which will require existing contracts to be audited for compliance. In the event of a no deal Brexit and, in the absence of an adequacy ruling, for most companies, any transfer of personal data from the EU to the UK within the current legal framework, will need to be managed contractually through the use of model EU clauses.

You may also be required to nominate an Article 27 representative within the EU to act as an interface between your company and your EU data subjects, or relevant EU supervisory authority.

As well as reviewing the contractual side of things, you will need to update your online privacy notice to inform customers of the steps which you have taken to ensure the compliant transfer of personal data between the UK and the EU, and to inform EU data subjects of the identity of of your Article 27 Representative.

Along with our sister company, Willans Data Protection Services, we can help you with these issues.

Businesses should remember that that this whole ongoing exercise isn't just about avoiding fines or adverse PR. The main objective is a worthy one - respecting privacy of data subjects, handling their data responsibly and keeping it safe. If these principles are ingrained in the way your organisation operates, you are on the right track. ■

Kym Fletcher
Consultant, corporate & commercial

Kym is a leading sports, media and technology lawyer with over 25 years of commercial experience.

She advises clients on a diverse range of commercial agreements to include contracts, new media, technology agreements and advises clients on GDPR compliance.

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Is it ever ok not to disclose information when selling a business?

When buying a business and assets, the default position is that everything is "sold-as-seen". This means that, whilst a prudent buyer will want to exhaust the due diligence process in order to obtain as much knowledge as possible about the business, a seller may be cautious about revealing a particular issue so as not give a buyer leverage to negotiate a reduced purchase price.

But what are the consequences of non-disclosure?

In the sale contract the seller will make a number of contractual promises (warranties). Each of these warranties will state a specific fact about the business or its assets at the time of sale. If any of these statements later turn out to be untrue, and the value of the business and assets is less than the buyer paid for them as a result, the buyer can sue the seller and claim the amount of the difference.

One of the ways that a seller can guard against this risk of future litigation is by making information formally available to the buyer, through what is known as a disclosure process. The principle is that, if the buyer is aware of something that contradicts a warranty and still goes ahead with the transaction anyway, it cannot then sue the seller for the breach of that warranty on the basis of the information disclosed.

There is no doubt that non-disclosure will always carry risk, but that risk is significantly increased if the information is simply swept under the carpet and legal advice is not sought.

It is always best to disclose the full details to your legal advisor so that they can advise you on the merits of disclosure vs non-disclosure. They will be able to guide you through the potential costs, consequences and likelihood of any claim, looking at issues such as whether the buyer can establish a loss and whether there is sufficient evidence that they have mitigated that loss.

Consideration of these issues will then enable you to receive detailed advice and guidance, which in turn can help prevent future litigation, saving both reputational damage and financial cost. ■

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Succession planning for business owners

If something unexpected befell one of the key people involved in running your business, what would happen? Associate, solicitor **Rachel Sugden** explains how business owners can protect their personal interests with a sensible crisis plan.

It is important that every business has a crisis plan in place to make sure that the business can operate without key individuals if needs be. This should amount to a review of not only their constitutional structure, but also of the personal affairs of the individuals involved.

In family businesses in particular, it is not uncommon for the founding members to remain involved in the running of the business into their later years. Something that is rarely considered is the potential for a lack of capacity or even unexpected death of key individuals.

In each case most people assume that their partners could manage without them or that their family could take their place. However, this may not necessarily be the case: business accounts may be frozen, leaving your partners unable to operate the simple every-day tasks of paying bills and salaries. It may be months before the account can be accessed, by which time it is possible that the business will have suffered irreparable damage.

Therefore, it is vital that all business people put in place lasting powers of attorney for their business interests and select sensible and competent attorneys to take the reins. In fact, in some industries a business partner who fails to put such provision in place may be non-compliant with their professional regulations.

It is also important to make sure that the provisions of your will are sensible and suitable to the needs of both the business and your family.

The correct combination of cross-option agreements and insurance policies can offer business partners the comfort of retaining control of the business following the death of a partner, whilst also ensuring that the cash benefit of that interest ends up in the hands of the bereaved family.

These documents need to be drafted carefully to ensure that any available inheritance tax relief is not inadvertently lost in the process. ■

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Rachel Sugden
Associate, solicitor, wills, trusts & probate

Rachel is a member of the Society of Trust & Estate Practicioners (STEP).

She has a particular interest in helping business owners in safeguarding their business interests, building a legacy which can be passed on to the next generation in the most tax-efficient way.

Upcoming events this autumn

Wednesday 2 October **Succession planning breakfast seminar** | 7.30-9am | National Star College | £18.50 (inc VAT & light breakfast)

Whether you're preparing for the future retirement of a director or making sure your organisation can cope with the unexpected departure of crucial personnel, we'll take you through the primary legal issues.

Thursday 3 October **Coffee morning drop-in wills clinic** | 10am-1pm | Winchcombe

Drop in for a coffee and a slice of cake as our wills, trusts & probate team share tips on planning for the future. (No need to book).

Monday 4 November **Commercial property professionals' autumn update seminar** | 4:30pm–6pm | The Isbourne | £8 inc VAT

Aimed at commercial property professionals, join partner Nick Cox and other members of the team for a lively discussion around the latest updates in property law.

Thursday 19 December **Christmas carol concert in aid of Maggie's** | 6pm-9pm | Cheltenham College Chapel

Carols, mulled wine and mince pies aplenty in the stunning surroundings of the iconic chapel, raising funds for Maggie's Centres Cheltenham.

To book or find out more, visit willans.co.uk/events, call 01242 542931 or email events@willans.co.uk. We look forward to seeing you there.

Settlement agreements: a neat solution?

When you need a 'clean break' from an employee, a settlement agreement can be a good option. Associate solicitor in our employment law team, **Jenny Hawrot**, explains more.

A settlement agreement is a written agreement between you and your employee, designed to ensure that they cannot bring any claims against you in any court or tribunal, now or in the future.

In return for the employee waiving their rights, the employer usually offers an enhanced compensation payment.

Settlement agreements are frequently used by employers where there is a dispute with the employee (such as poor performance, misconduct dismissal or a clash of personalities) and the parties wish to end the employment relationship. They can also be used where the employer is paying an enhanced redundancy payment and wishes to obtain some security in return.

For the agreement to be enforceable or legally binding, the employee must receive advice from an independent solicitor on the terms of the agreement, and the effect that signing it will have on their employment rights.

Even with a settlement agreement in place, employees will still be able to bring a claim against you in the following, limited circumstances:

- Where the employer breaches any term of the agreement (e.g. if you do not pay the sums agreed).
- For personal injury that the employee is not aware of, or could not reasonably be aware of at the date of signing the agreement; and
- In relation to their accrued pension rights.

A well-drafted settlement agreement should contain a comprehensive confidentiality clause covering the existence, content, and importantly, the circumstances leading up to the termination of employment and the agreement. If the employee breaks this covenant, you can sue them for breach of contract, and recover the compensation payment, in addition to any losses suffered as a result of the breach.

In cases where an employment relationship has already completely broken down, there will naturally be a concern about the employee's conduct going forward. As such, we would advise that the settlement agreement includes a carefully drafted 'non-derogatory statements' clause. This will prevent an employee from bad-mouthing your business, or its officers or employees. Breach of this clause would amount to a breach of contract.

Remember that it's generally not possible to prevent an employee from making disclosures about wrongdoing in your organisation or conduct such as discrimination, harassment or sexual abuse.

For practical, straightforward advice on settlement agreements, get in touch.

Jenny Hawrot
Associate, solicitor, employment law

Jenny has an extensive track record in advising businesses ranging from SMEs to multi-national organisations, on the full range of employment-related matters - including TUPE, contractual issues and defending employee relations.

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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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