NEWSBRIEF

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Constructive debate

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WRIGHT HASSALL
SOLICITORS

Motoring to a greener solution

Staff at Wright Hassall have set the wheels in motion for a car sharing scheme.

And some members of staff have even decided to leave their cars at home and are walking and cycling to work instead.

Tara King, of WH, said: "We wanted to encourage staff either to car share, ride their bike, get the train or walk to work.

"The idea came about when people were coming to work in separate cars from the same areas, and could have easily shared a lift.

"We set up an internal email system and staff can find out if there is anyone who lives near them, so that they can car share.

"There are members of staff who live quite close to Olympus Avenue and some of them already cycle to work, but we wanted to encourage those that don't cycle and tend to drive in, to give cycling a go.

"Now they have done it once, hopefully it will encourage them to cycle to work more often.

"Not only is it kinder to the environment, but if we can get most of our staff to car share or cycle into work, it saves them money!"

Cyclist Fran Ogden pictured with lift sharers Lisa-Marie Darby and Tara King.

Estate planning in a recession

Company and personal insolvency is a growing threat in these economically turbulent times. Customers unable to pay bills, a drop in demand for products or services and a cooling property market are all factors that can undermine a business's financial stability. In these circumstances it pays to try and ring fence family money and bequests from the hands of the receivers or other creditors through estate and tax planning.

If you have a spouse or partner who is self-employed or a commercial tenant, or who has given any personal guarantees or acted as surety for their business or another family member, any bequest left to them outright could be taken by a receiver or trustee in bankruptcy. Any bequest should be left into a discretionary trust of which your partner or relative is a beneficiary. At the date of your death, if your intended beneficiary is bankrupt, subject to financial liabilities or guarantees or the short-term prospects are generally uncertain, any bequest can be held within the trust structure and income used for the benefit of the beneficiary. Conversely, if there is no prospect of insolvency and "the coast is clear", the discretionary trust can be wound up and the fund paid to the intended beneficiary straightaway.

The discretionary trust acts as a buffer zone so that a lump sum paid into it (provided there is no on-going risk) can be forwarded on to the beneficiary or retained within the trust until the timing is right. Your intended beneficiary can act as a trustee of the fund to give them control.

Likewise any death in service benefit, pension, or other lump sum should be nominated to a discretionary trust to provide the same protection. Life insurance policies should be written into trust to provide similar flexibility.

Whether your spouse, partner, children or other relatives are self-employed, subject to guarantees, standing as sureties, bankrupt or otherwise at financial risk, thought should be given to protecting their inheritance. We have all heard of stories where the parent has left their estate to their children and unfortunately one of them has subsequently been declared bankrupt and the trustee in bankruptcy has simply taken the child's inheritance and used it to satisfy the claims of his creditors. A relatively simple trust structure can protect the whole inheritance from a trustee in bankruptcy. Once the bankruptcy order is discharged, the fund can be paid over to the beneficiary outright, free from any potential claims.

Make haste to set up a discretionary trust fund if there is any chance you or your family will be affected by insolvency advises JOHN ROUSE.

By following some straightforward will and estate planning principles, an inheritance can be protected and financial complications avoided.

For further information please contact John Rouse on 01926 880743 or via email.

john.rouse@wrighthassall.co.uk

Asking the right questions

Failure to ask the right questions and make the right enquiries when buying licensed premises could lead to a restaurant, pub, club or off-licence being unable to sell alcohol or provide regulated entertainment for a period of at least 28 days.

We regularly use a list of 13 enquiries, relevant to various aspects of the business or operation being purchased, the most important of which is the production of the current Premises Licence and the plan referred to therein. The detail of the Licence and the plan must be checked against the layout of the premises to make absolutely certain they have not been altered without a variation application being made. There are a number of other questions which deal with the track record of the premises. Buying premises with a record of failed test purchases could lead to a review of the Licence in the hands of the purchaser!

As well as the formal pre-contract enquiries, a phone call to the Licensing Department of the local authority, the police, trading standards and the fire service is recommended. All these bodies are invariably helpful and can start warning bells ringing.

Finally, be aware that a Premises Licence will lapse if the holder dies or becomes insolvent or if the company is dissolved or, if in the case of a club, if it ceases to be a recognised club. The Premises Licence can be resurrected if an Interim Authority is applied for within seven days. It is no good buying a lapsed Premises Licence as you will be unable to trade again for a period of at least 28 days.

If you require specific advice on purchasing licensed premises please contact Ian Besant on 01926 880709 or Andrew Potts on 01926 880773.

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Bankruptcy and the matrimonial home

One of the criticisms of the old insolvency regime was that a trustee in bankruptcy, who had not immediately realised his or her interest in a bankrupt's family home, was able to recover this interest several years after the date of discharge of the bankruptcy order.

In most cases, this interest would have increased substantially in value due to, until recently at least, spiralling property prices. A new provision in the Enterprise Act 2002 seemed to redress the balance more in favour of the bankrupt, specifying that his or her trustee must have taken steps to realise the bankrupt's former interest in this property within three years of the date of the bankruptcy order. In addition, the three year time period does not run until the trustee or official receiver is notified of the bankrupt's interest.

Property held in joint names

Nowadays it is more common for properties to be jointly owned by spouses or co-habiting couples. Where the legal title to a property is held in joint names, it is generally presumed that the beneficial interest in the property is shared equally between the parties. In the event of bankruptcy there are a number of issues which a trustee or anyone affected by a bankruptcy order, needs to consider:

1. equitable accounting
2. mortgage capital repayment and mortgage interest repayments
3. improvements
4. equity of exoneration
5. third party interests

For instance if a bankrupt's adult children have made any contributions towards the property such as mortgage payments or improvements then they could argue that they have an interest in the property. Conversely, the trustee may be able to argue that these payments were effectively a contribution to the child's living expenses, which would not give rise to a proprietary interest in the property.

Matrimonial proceedings

Occasionally the bankrupt and non-bankrupt spouse are involved in matrimonial proceedings at the time the bankruptcy order is made. In this situation, a trustee will try to gather as much information as possible, as early as possible, and notify the matrimonial solicitors acting for the bankrupt and non-bankrupt spouse of his appointment. The trustee will then find out whether an order has been made for a property adjustment, lump sum, costs and/or maintenance.

If financial relief proceedings are ongoing but a final order has not been made, the Family Court may require the trustee to be made a party to the proceedings and will require that any application in relation to the family home issued by the trustee be heard at the same time as the application for financial relief.

If the financial proceedings are ongoing, the trustee may well ask for copies of the bankrupt's and non-bankrupt's Form E, which sets out in detail their financial position and for copies of any responses to questionnaires. This documentation may prove useful as it often reveals assets and/or income that the bankrupt has failed to previously disclose to the trustee. This property may form part of the bankruptcy estate.

Once a final order has been made within the matrimonial proceedings prior to the onset of the bankruptcy proceedings, that order cannot be challenged by a trustee in bankruptcy even if the order states that the matrimonial home is to be transferred from the bankrupt to the non-bankrupt (see the case *Hill v Haines* [2007] BRIR 1280).

Specialist independent legal advice should be sought as soon as possible. There are many pitfalls for the unwary. For more information please contact Emma Easton on 01926 884653 or via email.

emma.easton@wrighthassall.co.uk

Construction seminar a success

Leading Midland construction firms gathered in Warwickshire recently for a key annual seminar.

More than 100 representatives gathered at Mallory Court, near Leamington, for the fifth annual Wright Hassall construction seminar.

The event focused on claims, disputes and communications and included a keynote talk from His Honour Peter Bowsher QC.

Other speakers were Geoff Brewer (Brewer Consulting), Tony Bingham (3 Paper Buildings), Peter Ctori (Ctori Construction Consultants) and Philip Harris (Wright Hassall).

Philip, who heads the construction team at Wright Hassall, said: "We had an excellent turnout and the presentations were well received by the delegates.

"We host the event to provide the region's construction sector with an opportunity to hear experts discuss key issues in the industry along with providing an occasion for networking. We're delighted with the success of this year's event."

Pictured on the front cover are seminar speakers (L to R): Geoff Brewer, Peter Ctori, Philip Harris, Tony Bingham, Peter Bowsher.

Telecoms deal

Wright Hassall has helped a major buyout in the telecommunications sector.

Central Telecom, which specialises in business communications, instructed WH to complete a deal for CSP Solutions, a telecoms consultancy, to help it break into new markets.

CSP Solutions, which lists Carphone Warehouse, Orange and T-Mobile as long-standing clients, is a leader in its market and will add a specialist arm to Central Telecom's core business.

Robert Lee, of Wright Hassall, said: "This was a substantial deal for our client as they aim to penetrate new markets and we are pleased with the smooth nature of the acquisition."

Brighton hotel licensed to thrill

Wright Hassall has added the final ingredients to a celebrity brasserie and boutique hotel in Brighton.

WH licensed myhotel Brighton – an 80-guestroom complex in the South Coast town – which houses Zilli Brasserie, a joint venture between Italian television star Aldo Zilli and myhotels founder Andy Thrasyvoulou.

The hotel, described by Andy as a place where 'Freddy Mercury might have met the Maharishi', has four floors, two event spaces, a bar, a small eatery and the main restaurant.

Andrew Potts, head of licensing at WH, said the combination of a quality hotel and restaurant has proved to be a successful model.

"myhotel Brighton has one of the most original concepts for a hotel style which I have seen and licensed. It has a lot of personality and it has been a very interesting project for Wright Hassall to be involved with," said Andrew.

Andrew Potts, of Wright Hassall, with Chris Williams, general manager of myhotel Brighton.

The Jubilee Street development was designed by New York-based expert Karim Rashid. He balanced state-of-the-art technology with the principles of feng shui to give the guestroom its unique aesthetic.

myhotel Brighton then worked with Aldo to add the 240-cover Zilli Brasserie and 60-cover Zilli café, which both take advantage of their location to specialise in seafood dishes.

Chris Williams, general manager of myhotel Brighton, said: "This has been a thrilling project to be a part of. Our aim was to create a unique atmosphere through the design and service.

"The partnership with Aldo Zilli has been exciting too – we have an internationally acclaimed chef creating fresh food not only for our guests but for the public also.

"Business has gone very well so far and we are greatly appreciative to people like Andrew who have helped us achieve our goal."

Visit www.myhotels.co.uk for more details.

Are you complying with deposit scheme?

According to recent reports, as many as three out of four landlords have not registered with one of the government approved tenancy deposit schemes, some 18 months after new legislation required all landlords, taking deposits, to do so.

Non-compliance will lead to problems for those landlords when they want to recover possession of their property. The accelerated procedure for possession, following service of a Section 21 Notice, for removing a tenant at the end of the term of the tenancy, cannot be used if the deposit has not been protected by one of the approved schemes. The implications are serious because, if a tenant refuses to vacate and is not in breach of any of the provisions of the tenancy agreement, the landlord has no mechanism for removing that tenant.

Non-compliant landlords should also be aware that a court can order that a tenant be compensated by a payment of three times the value of the deposit. Fortunately for landlords, most tenants are unaware of this potential windfall, leading to few applications to date. However, with increasing publicity on the subject, many landlords could find themselves with hefty money judgments against them.

The legislation requires a landlord, who entered into an assured shorthold tenancy agreement after 7 April 2007, to:

- place any deposit in one of the government approved schemes within 14 days of receipt of the deposit monies
- notify the tenant of the scheme into which the deposit has been placed, with details of the administrator and the procedure to be followed should a dispute arise. The information that is required to be supplied to the tenant is prescribed by the Housing (Tenancy Deposits) (Prescribed Information) Order 2007

"We can report that those landlords who are complying are positive about how straightforward it is to register."

If these conditions are not observed, a landlord cannot use a Section 21 Notice to remove his tenant.

The good news is that a landlord can conform at any point during the tenancy and, once he is fully compliant, he will be able to use a Section 21 Notice. He may also defeat a claim by a tenant for compensation, by simply putting the deposit into a scheme and notifying the tenant. As long as this takes place before judgment is entered, the tenant will not be awarded compensation (though the landlord may still be required to pay the tenant's costs).

We can report that those landlords who are complying are positive about how straightforward it is to register. The various schemes also offer a free dispute resolution service in the event of a dispute about the return of the deposit at the end of a tenancy. This free adjudication service avoids costly litigation and usually resolves any disagreements easily and quickly.

We would strongly recommend all private landlords to register for one of the tenancy deposit schemes and details of these, including how to register, can be found at www.direct.gov.uk/en/TenancyDeposit/index.htm .

For more information please contact Mary Rouse on 01926 880734 or via email.

mary.rouse@wrighthassall.co.uk.

Fair play to the customer

If your business involves selling to consumers or you are in the 'retail' financial services sector, you may be facing a double-pronged challenge to your normal terms of business. So there is no time like the present to start reviewing your contracts and making sure they meet the new standards of fairness and clarity.

Keep it plain and simple if you want to stay on the right side of the law. That is the advice from STEVEN JANES as he looks at consumer contracts.

The rules requiring fairness in consumer contracts have been around for nearly 10 years (though it seems not all businesses know this!) Every written term of a consumer contract must be in plain, intelligible language (under the Unfair Terms in Consumer Contracts Regulations 1999). The Courts are inclined to take the view that if your terms are unintelligible or ambiguous then they are likely to be unfair to the consumer – and an unfair term is unenforceable against a consumer. You might also need to bear in mind that:

- the rules aren't limited to having an effect just on your standard terms of business – they can apply to any contractual documentation and even to explanatory documents (for example a product quotation) given to the consumer before the sale is made; and
- if your terms are not in plain, easy-to-understand language, any doubt about the meaning is resolved in favour of the consumer.

For businesses providing financial services the stakes are even higher; the FSA can fine, publicly censure or even shutdown your company if it finds a failure to observe its requirements to "pay due regard to a clients' information needs and communicate in a way that is clear, fair and not misleading. . ." and "present information in a way that the average reader is likely to understand". The banks have embraced these goals by assuring personal and small business customers that "written terms will be fair and set out your rights and responsibilities clearly, in plain language. We will only use legal or technical language if necessary".

Our financial services team have already helped clients review their terms of business for possible issues of lack of clarity or over-complex language. Of course the language used in business terms and other materials is only part of the developing legal recognition of fairness in business dealings with consumers. But it's fair to say it's a hot topic for the government and authorities like the BERR, the OFT and the FSA, forming a major plank in the push to instill a business culture of "treating customers fairly". And of course it's something businesses can address immediately, with less need for costly legal expertise if you can look at your contracts and other documents from the perspective of the consumer.

So what should you be looking for? What makes some standard terms truly confusing while others are models of clarity? Try keeping in mind the "WEL-Reader" test, which refers to the Wording, Effects and Layout of your terms, taking into account who your Reader is.

Wording – the basic aim should be to use plain writing. Keep sentences short if possible and try not to use legal jargon like "force majeure", "indemnity", "lien", "liquidated damages", "risk in goods", "pro rata", "time of the essence", "title to property" etc. And don't forget good punctuation!

Effects – it's not going to be enough just to get rid of complex vocabulary if the consumer may still not understand the effect of the terms. If you exclude your liability "so far as the law allows", or use a wide exclusion clause that "does not affect your statutory rights" the words are clear but will most consumers appreciate the effect on them? Wouldn't this be more helpful if it said "these terms do not affect your rights under law – you can contact a Citizens' Advice Bureau if you need to know more about those rights".

Layout – let the planning and presentation of documents help, not hinder, their clarity. For example, consider using headings and bold print to break up text and signpost important clauses.

The Reader – your terms should be understandable to your typical consumer. The European Court has ruled that the average consumer "is reasonably well informed and reasonably observant" and, depending on the particular products or services, may actually be quite sophisticated.

Getting your terms of business to be clear and fair shouldn't be seen as a one off exercise but something that will need regular monitoring. Smaller businesses can monitor the websites of the OFT, the BERR or the FSA for updates on what are – or aren't – considered as "best practice" examples of clarity or fairness.

In case this seems like more unattractive red-tape, it is worth reflecting on the perspective of consumers. Companies who gain a reputation for having fair terms will almost certainly find over time that they benefit from increased levels of business and customer loyalty – which of themselves may be strong indicators of a business that really does treat its customers fairly.

For more information, please contact Steven Janes on 01926 880752 or via email.

steven.janes@wrighthassall.co.uk

WH helps Edward Stobart motor on

Two Warwickshire firms played a key role in saving 100 jobs in Cheshire.

Accountants Murphy Salisbury and Wright Hassall worked together to advise Edward Stobart during his purchase of truck body and trailer builder Boalloy after the firm went into administration.

Stobart wanted to merge Boalloy with his existing firm, Fastruck Bodies, and purchase the 13-acre site of the Congleton-based company.

The transaction was funded using asset-based lending facilities provided by Lloyds TSB Commercial Finance.

As a result, Boalloy Fastruck Bodies were able to offer more than 100 laid-off workers their jobs back and are looking to hire more staff.

Stobart, who owned haulage firm Eddie Stobart Ltd before selling it in 2002, said: "This is the second time I have worked with the two firms and they are a credit to the standard of professional services in Warwickshire.

"I only wish I had met them 20 years ago. This transaction has been done without hassle and they have ensured that the deal was how I wanted it."

Robert Lee, of Wright Hassall, said: "Murphy Salisbury had established a good relationship with Edward and kindly recommended us to provide the legal advice and we are delighted that we were able to work together to achieve such a successful result."

Help at hand with unwritten rule on property agreements

It is a generally accepted principle that, without a written agreement, any property-related transaction is not legally binding. However, if you have not, for whatever reason, recorded your transaction in writing, the doctrine of 'proprietary estoppel' may come to your aid. This would essentially allow you to lay claim to someone else's property if you have invested time and money in that property to your disadvantage.

A classic example would be if you had renovated, or redeveloped, a property on the understanding that you will, at a later date, acquire an interest in it or a right to stay there. If the property owner subsequently reneged on your agreement by denying your interest, you could invoke the doctrine of proprietary estoppel, effectively asking the court to step in and prevent the legal owner from asserting his normal legal rights to the property. Such an action could well lead to a legal confirmation of your interest in the property in spite of there being no written agreement to that effect.

Your word is your bond: this is not always the case when it comes to property transactions although the doctrine of proprietary estoppel may come to your aid writes TIM REID.

Recent cases have, however, narrowed the concept of proprietary estoppel. In the case of *Yeoman's Row Management Ltd –v- Cobbe*, the claimant (Mr Cobbe) and defendant (Yeoman's Row) agreed verbally that Mr Cobbe, at his own expense, would seek planning permission to demolish the property belonging to Yeoman's Row in order to build six houses on the resulting plot under a suitable financial arrangement between the parties. Planning permission was granted at which point Yeoman's Row wanted to renegotiate the financial terms. Mr Cobbe applied the doctrine of proprietary estoppel, a position upheld by the Court of Appeal.

Yeoman's Row then appealed to the House of Lords which ruled that a valid case of proprietary estoppel had not arisen principally because all the areas that would normally have been covered in a written agreement were not covered in the oral agreement. However, the Court acknowledged that Yeoman's Row had 'acted unconscionably' in reneging on its agreement and awarded Mr Cobbe an amount to reflect his time and expense in obtaining planning permission.

This case established that complete agreement must exist between the parties, together with demonstrable detriment.

Other recent decisions in the lower courts have sought to overcome some of the limits placed on proprietary estoppel. In *Herbert v. Doyle*, the Court of Appeal envisaged a situation in which a developer would be able to enforce an oral agreement to transfer some parking spaces to him. Although the court did not make an order, it suggested that it would have ordered the transfer under the terms of the oral agreement if he had intended to proceed with his obligations under the agreement – which in this case he did not. In *Manton Security v. Nazem*, the court went further, requiring a landlord to grant a new 21-year lease to an occupier who had persistently delayed paying rent and had no rights of renewal under the Landlord and Tenant Act 1954. Although the occupier had entered the property at the invitation of the former tenant, the lease had not been transferred to him and the landlord, rather than objecting to the tenancy, started to negotiate the terms of a new tenancy with him. The negotiations were protracted and eventually stalled. During this time the occupier made improvements to the property. The court ruled that the landlord had to grant a new lease as the negotiations had given the occupier the expectation that the lease would be granted and the landlord had not prevented him from making improvements.

All in all, it is much safer to ensure that any agreements relating to property transactions are made in writing rather than relying on oral agreements, using the courts as a backstop. Estoppel, although a useful tool in many cases, is an uncertain remedy.

For more information on any of the points raised here, please contact Tim Reid on 01926 884617 or via email.

tim.reid@wrighthassall.co.uk

Designs on your legal position

A design right is a potentially valuable business asset, which is often overlooked, especially as the range of products to which design rights apply can be significant.

Many items that may not be described as having been "designed" in the aesthetic sense, can qualify as design rights and attract protection. A product does not have to look pleasing to the eye to attract protection. UK design law defines design as the design of any aspect of the shape or configuration whether internal or external of the whole or part of an article. This has a wide ranging application and will apply to the design of almost any new product sold which looks different to products that have gone before. Although there are some exceptions which limit the application of design law to some products, if design right protection does apply then you will have the right to stop competitors from copying such a design. This could be valuable.

There are two types of design right which arise automatically in the UK without the need for any registration. One comes from the EC and lasts for three years. It is often used by some of the more classic design industries such as fashion as they may not need longer periods of protection provided by other similar rights. To qualify for this automatic protection, two basic criteria must be fulfilled – the design must be new and have individual character.

A UK design right can also arise automatically if a relevant design has not been copied and is not commonplace in the design field in question at the time of its creation. This right can last for 15 years.

Designs can also be registered and thereby qualify for even wider protection for up to 25 years, giving the holder of the registration a true monopoly right over that design.

Wright Hassall has dealt with a range of products attracting design rights, including light fittings, street furniture, clothes, a tool to construct motorway embankments, vehicles and conservatory finials.

For more information on unregistered or registered design right protection, please contact Rhys Jarman on 01926 880 or via email.

rhys.jarman@wrighthassall.co.uk

Companies Act implementation

Another tranche of provisions under the Companies Act 2006 came into force on October 1, several of which will have a profound effect. The main changes can be summarised as follows:

1. New trading disclosure regulations: see right for more details.

2. Financial assistance: private companies are no longer prohibited from giving 'financial assistance' to a person for the purpose of acquiring the company's shares. However, the removal of this prohibition may not make life much easier for those wanting to buy and sell companies. Lenders will still require evidence that the new directors have considered the effect of any financial assistance on the target company and complied with their duties.

As the Companies Act 2006 continues to be implemented PAUL GUYVER looks at the latest changes and highlights the key issues affecting company directors.

3. Changes to company director requirements: all companies must have at least one director who is an individual, as opposed to a legal entity eg a company. The 2006 Act has also introduced a minimum age for directors of sixteen.

4. Directors duties. The following statutory duties are in force:

- not to accept benefits from third parties;
- to declare an interest in proposed transactions or arrangements;
- to avoid conflicts of interest. The latter duty is significant, possibly requiring a review of the articles of association and a resolution of the members of the company, particularly where a director is also a director of a pension trustee company.

5. Relaxation in the rules governing reduction in share capital for private companies.

6. Changes to the rules regarding objection to company names: a new system of adjudication has been introduced where there is an objection to a company's registered name.

7. Changes to annual returns: for private companies, or a 'non-traded' company, only the names of shareholders appearing in the Register of Members are required and not their addresses.

Full details of these changes can be found on our website at www.wrighthassall.co.uk. However if you would like to discuss how any of these changes might impact on your company, please contact Paul Guyver on 01926 884688 or via email.

paul.guyver@wrighthassall.co.uk.

Employment boosted by HR expert

In order to give our clients the best of both worlds, our employment team has been boosted by the addition of an HR Consultant. Tina Cook has over 20 years experience as a senior HR practitioner, including at board level, working for both large and small organisations within the public and private sectors. She will be working along side our legal team bringing a strategic and operational perspective to the practical application of employment legislation.

The areas on which Tina will be focussing include:

- provision of strategic and operational HR advice & support
- recruitment & selection (national and international)
- performance management
- employee relations
- development of HR policies & procedures
- implementation of IIP
- health & safety advice
- seminars and training events

Tina can either work with employers in-house on a regular basis or on a retained basis for day-to-day telephone advice or, alternatively, to manage specific projects.

What are the benefits?

- A comprehensive and cost effective service, supported by the legal team
- Practical advice
- In-depth knowledge of working at the "sharp end"
- An impartial HR practitioner to manage your difficult issues
- A tailor-made solution to suit your needs

If you would like to take advantage of a complimentary visit to discuss your HR needs, please contact Tina Cook on 01926 880738 or via email.

tina.cook@wrighthassall.co.uk

Trading disclosure regulations

New trading disclosure regulations came into force on 1 October 2008 replacing existing requirements and introducing some important new duties and some changes to the law.

A company must continuously display its registered name at its registered office, and any inspection place, as well as any location where it conducts business (unless that location is primarily used for living accommodation). The registered name must be visibly obvious to any visitor to the premises.

In addition, the company's registered name must appear on most of its business communications, including business letters, cheques, websites, orders for goods or services, bills, invoices and other demands for payment. The following particulars must be disclosed on business letters, order forms and websites:

- the part of the UK where the company is registered;
- the company's registered number; and
- the address of the company's registered office.

Furthermore, if a written request for information is made to a company, it must disclose details of its registered office, any inspection place and details of the company records kept at that office or place. This information must be provided within five days of receiving such a request.

Failure to comply with the regulations can lead to a maximum fine of £1000 (plus £100 a day for continued contravention) for both the company and each officer (including shadow directors) of the company that is in default.

Therefore, company directors are encouraged to familiarise themselves with the new requirements to avoid falling foul of the regulations.

For more information, please contact Rita Rajput on 01928 884663 or via email.

rita.rajput@wrighthassall.co.uk

Book now for free advice on terms and conditions

Keeping track of your customers and suppliers and protecting your business in an economic downturn isn't easy, but Wright Hassall's commercial team will give you free advice on your business terms and conditions on the morning of 29th October.

In the meantime, consider these tips to keep your business in check:

■ Be one step ahead. Your customers, too, are looking to make savings. Be proactive and make proposals to them. This gains control and pre-empts any position of strength the customer may otherwise have.

■ Check out the credit worthiness of your customers. If there are concerns, check the terms of your contract with them. Do you have a right to terminate in the event of insolvency or do you have concerns about the customer's financial viability? Is there other security written into the terms?

■ Double check all your terms of business, both with customers and suppliers. What is your financial

Christine Mott will be available to provide free advice on your company's terms and conditions on October 29.

exposure, and can it be improved? Can customers/ suppliers easily wriggle out of commitments to you?

■ Can you do the work your agents are doing? Watch out for agents' right to a termination payment.

■ Robust paperwork is paramount. Who wins the battle of the forms?

■ What if customers don't pay you? Have you got a right in your terms and conditions to sell the stock you are holding for them?

■ 'Back of a fag packet' terms are to be avoided! The detail of your negotiations must be properly documented.

Wright Hassall's ***free*** legal health check service is on Wednesday 29th October from 9.00am.

On hand will be commercially minded lawyers who advise daily on both writing and interpreting terms and conditions for the sale of goods or supply of services.

So, if you would like to:

■ know if your terms apply to your contracts;

■ update or tighten up your terms;

■ have free advice on the merits of claiming under a contract; or

■ consider the potential consequences of cancelling contracts with particular customers/suppliers,

then come and see us for some free practical and legal guidance.

Each one to one slot is for up to 30 mins. Don't forget to bring your terms and conditions with you.

Booking is essential. Please contact Christine Mott or Lucy Caruana on 01926 884696.

IT expert Matt joins Wright Hassall

An IT expert who has helped companies in Europe, Africa and the Middle East has joined Wright Hassall.

Matthew Cleverdon, aged 37, has joined WH after working as a legal IT solutions consultant for US software giant Interwoven. He has also worked for Wragge & Co in Birmingham for 10 years, where he headed up the software team and was responsible for online technology solutions.

Matt, who has been appointed IT director at Wright Hassall, said: "I had several enjoyable years working for Interwoven across the globe – but this was an opportunity to work for a leading law firm which was on my doorstep. It was too good to turn down.

"I have been involved with

Matt Cleverdon, new IT manager at Wright Hassall.

legal IT since its infancy. I've seen it develop and understand the benefits it delivers for our clients and us.

"I hope to show our clients and the business community why they should work with us and how our investment in IT can benefit them. I'm relishing that challenge."

Richard Lane, deputy managing partner at Wright Hassall, said: "We have always recognised the importance of a solid IT infrastructure to the success of the firm. Matt's appointment underlines our commitment to being ahead of the field.

"Matt is well regarded in the industry and his knowledge of legal IT is second to none. He is another important professional appointment for the firm as we gear up, as a business, to meet the challenges of an increasingly demanding marketplace."

Prompt payment never more crucial

In light of the current economic downturn and the effects of the credit crunch, most companies are tightening up their credit control which is leading to some companies facing insolvency proceedings a lot sooner than expected.

If you are served with a statutory demand or, indeed, a bankruptcy or winding-up petition, then please get in touch with our insolvency team without delay. Failure to act in a timely fashion, may result in the loss of your business and of your home. Contact Petra van Djik on 01926 880784 or email petra.vandijk@wrighthassall.co.uk

NEWSBRIEF is published on behalf of **Wright Hassall LLP**, Olympus Avenue, Leamington Spa, Warwickshire CV34 6BF
T 01926 886688 F 01926 885588 E email@wrighthassall.co.uk W www.wrighthassall.co.uk