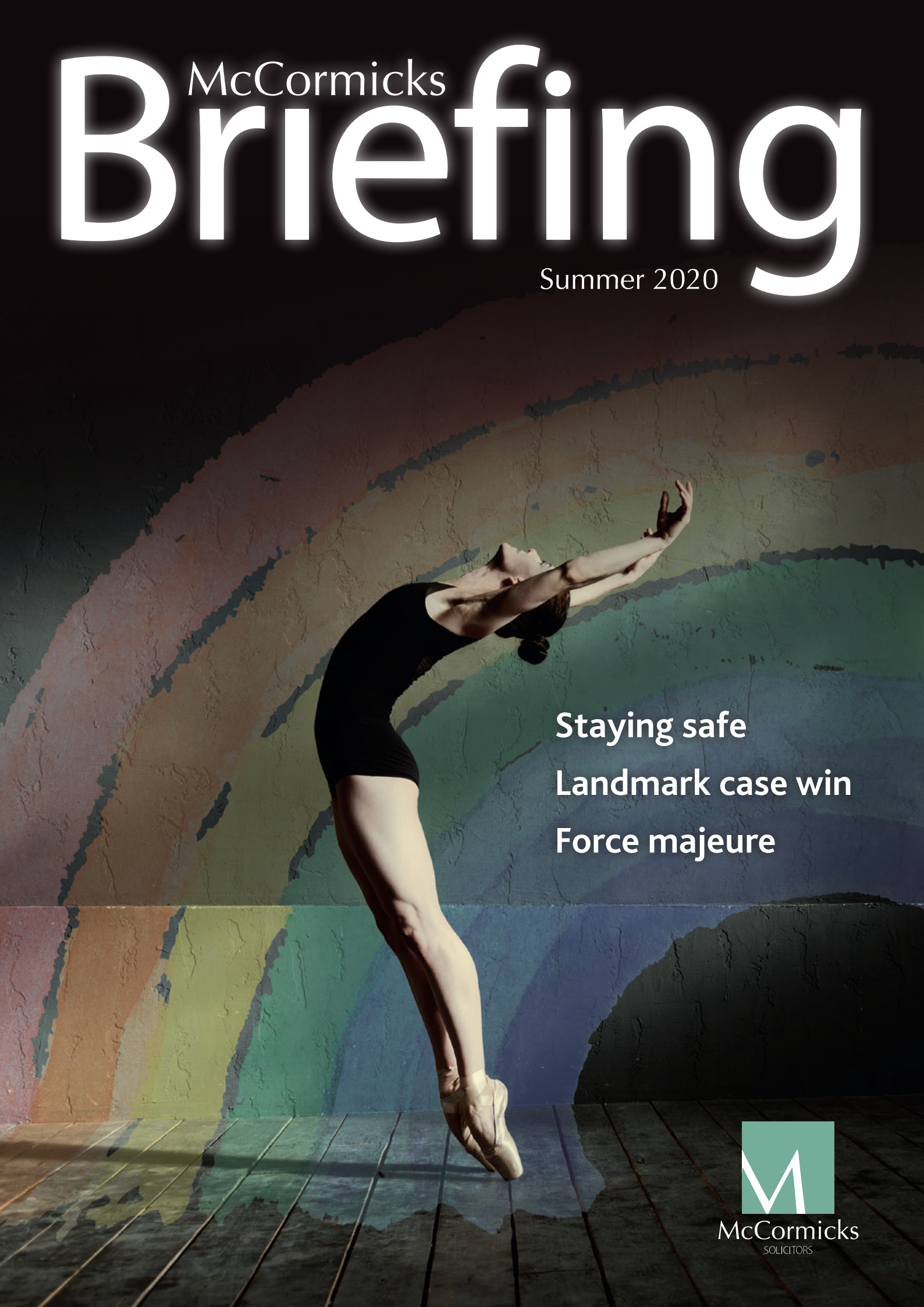
McCormicks

Briefing

Summer 2020



Staying safe

Landmark case win

Force majeure

McCormicks
SOLICITORS

Emily Steed is a Solicitor in our Corporate and Commercial department.

Emily graduated from Durham University before completing the Legal Practice Course at the University of Law in York.

Emily has experience in the following matters:

- Acting for individuals and companies on corporate transactions for the sale or purchase of businesses or shares;
- Reviewing and advising on company and business structure including drafting partnership and shareholders' agreements and articles of association;
- Assisting with incorporations, re-structuring and general company administration;
- Negotiating and reviewing a wide range of commercial contracts, including agency and sub-contractor agreements; and
- Updating terms and conditions and privacy policies.

Emily also has a keen interest in IP law and regularly deals with trademark applications and assignments.

Emily Steed

With new guidance issued on the GDPR rules during the COVID-19 outbreak, Solicitor Emily Steed of our Corporate and Commercial department looks at the implications for organisations.

Staying within the rules

The European Data Protection Board made a formal statement on the processing of personal data during the COVID-19 outbreak on 19 March 2020.

In this statement, the Board underlined that the "fight against communicable diseases was a valuable goal shared by all nations and therefore, should be supported in the best possible way". However, it is important to remember that even in these exceptional times both the data processor and controller must take responsibility to ensure protection of personal data.

The General Data Protection Regulation ((EU) 2016/679) (GDPR) already has provision which allows competent public health authorities and employers to process personal data in the context of an epidemic, provided it is in accordance with national law and within the conditions set out within the legislation. Recital 46 of the GDPR specifically refers to the control of an epidemic.

Public Health Authorities

There are some instances where public health authorities will not need to rely on the consent of individuals in order to process their personal data. This could be where it falls under the public authority's legal mandate to do so, where it is necessary for reasons

of substantial public interest in the area of public health or in order to protect an individual's vital interests.

Employers

The processing of personal data may also be necessary for employers in order to comply with a legal obligation. This could be an obligation relating to health and safety at the workplace, or to the public interest, that is the control of diseases.

The GDPR also foresees circumstances where the prohibition of processing of certain special categories of personal data may be exempt, such as health data, where it is necessary for reasons of substantial public interest in the area of public health, or where there is the need to protect the vital interests of the data subject.

Retention of core principles

While setting out the above potential modifications to how some personal data could be processed in light of COVID-19, the European Data Protection Board has also sought to remind all data processors and controllers that it is essential that the core principles of the GDPR are still observed during this time and have further underlined that:

- Personal data that is necessary to attain the objectives pursued should only be processed for specified and explicit purposes.
- Data subjects should receive transparent information on any processing activities that are being carried out, including the retention period for collected data and the purposes of the processing. The information provided should be easily accessible and provided in clear and plain language.
- Adequate security measures and confidentiality policies should still be implemented, ensuring that any personal data is not disclosed to unauthorised parties.

It is important to note that any new measures implemented to manage the current COVID-19 emergency and the underlying decision-making process must be fully documented.

Use of mobile location data

The European Data Protection Board has also offered some guidance on using mobile location data as a possible way to monitor, contain or mitigate the spread of COVID-19. This could be by geolocating individuals or to sending public health messages to individuals in a specific area by phone or text message.

The European Data Protection Board has underlined that public authorities should first seek to process location data in an anonymous way as personal data protection rules do not apply to data which has been appropriately anonymised.

Where it is not possible to only process anonymous data, there is a possibility that legislative measures could be introduced authorising non-anonymised location data in order to safeguard public security. It is important to note that in the event of such measures, adequate safeguards must be put in place and such measures would be limited to the duration of the COVID-19 outbreak.

For more information on this issue, Emily Steed can be contacted at e.steed@mccormicks-solicitors.com

CONTENTS

Staying safe

I hope you are all staying safe and well in these challenging times.

At the time of writing, we are still in lockdown, although we have had some easing of restrictions. Our office, for the moment, is still closed, although by the time you read this, you never know – we might be open again!

We have complied fully with Government guidelines and we have moved now to the planning stage for reopening. Like all prudent businesses, we have carried out a thorough risk assessment and put working protocols in place to enable staff to work while maintaining social distancing and for our clients and contacts to visit us safely.

Despite the lockdown, our lawyers and support colleagues have displayed a terrific attitude and commitment to the firm and its clients. All departments have continued to function and to provide an exemplary service. You can read in these pages some examples of the lengths to which they have gone to ensure they can provide their normal levels of service.

As you would expect in this firm, we are all keeping our fingers crossed for the return of the Premier League and EFL football together, hopefully, with a play-off opportunity in the National League to give Harrogate Town a chance of promotion to the EFL. As we go to press, the plans are for a behind-closed-doors re-start for the Premier League on 17 June, with the Championship following closely behind. Obviously these dates may well be affected by external circumstances but the signs are positive. The efforts being made are such that working from home seems to have produced a longer working day than ever before!

Unfortunately, many of the events with which we are closely involved, such as the Yorkshire Charity Clay Days, the Great Yorkshire Show and the Theakstons Old Peculier Crime Writing Festival have been among the many events which have had to be cancelled this year, as have our own Yorkshire Young Achievers Awards. I am, however, quite sure that, as in our case, work is already under way to ensure that next year's events are an even bigger celebration than ever.

Everyone at McCormicks wishes you all a healthy summer and we look forward to the time when we can meet face-to-face once more!

Peter McCormick OBE

The practice has won seven new accolades since our last issue of the Briefing, including two for Senior Partner Peter McCormick as an individual.

Seven new awards

Peter took the Sports Law category in the ninth edition of The Best Lawyers in the United Kingdom and was also named as Sports and Media/Entertainment Lawyer of the Year for the UK in the ACQ5 Global Awards.

There were a further four awards for the firm in the ACQ5 awards, with McCormicks taking Sports And Media/Entertainment Law Firm Of The Year for the UK, as well as Regional Commercial Litigation Law Firm Of The Year, Regional Corporate And Commercial Law Firm Of The Year and Regional Private Client Law Firm Of The Year.

The practice was also named Best Commercial Law Firm in North Yorkshire by quarterly digital publication SME News.

Family department Solicitor Carol Hancock is an expert in domestic abuse and its effect on families. Here she looks at the current situation.

Lockdown conflict

One of the most unfortunate and lesser reported effects of COVID-19 has been how domestic abuse has risen. There are complex reasons for this that start with the obvious of families being in close proximity and ending with the way that abusers have used the pandemic to increase their control.

We need to be clear that an abusive person will remain so even in times of global crisis. The increased tensions in the home are made worse by the abuser having another set of rules to impose, interpret and manipulate. People will have been living in constant anxiety and dread as a result.

Whatever the reasons and however complex the issues are, the stark result has been appalling. The number of partners and children killed by their partner has risen 100 per cent in the lockdown and all domestic abuse charities are reporting large upsurges in numbers of people seeking help.

At McCormicks we have noticed a large upturn in cases surrounding children. Whether to move children between households has been a major issue and so much that the President of the Family Court Division intervened to make it clear that children can move between the homes of separated parents. This does not mean that they must. The guidance is narrow and has been subject to abuse and so if you need any advice about that or any other family issue please contact us.

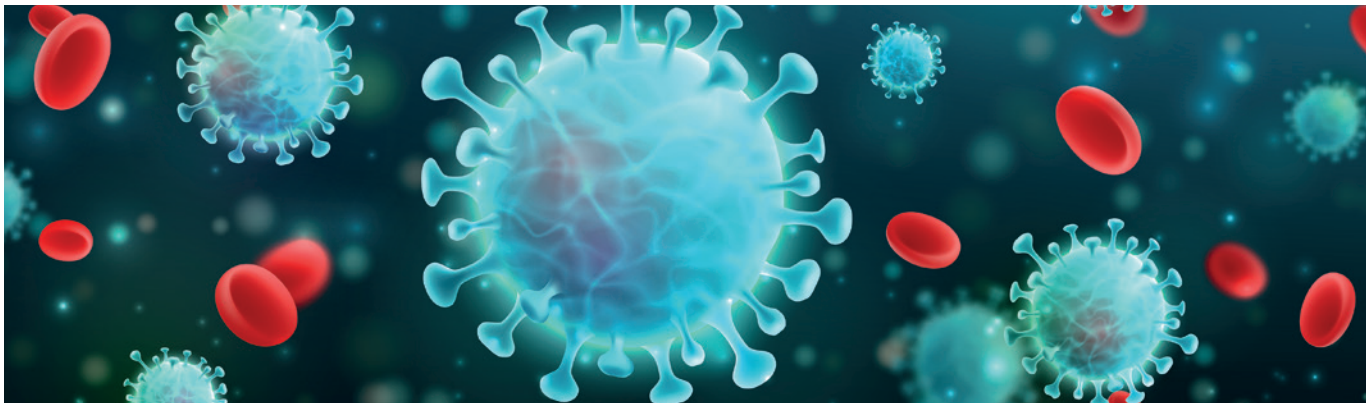
Aside from that please stay safe and note that charities and advice services such as IDAS 03000110110 and Gingerbread gingerbread.co.uk are operating to assist. Again, if you need advice and guidance, even just to signpost then please contact us.

Solicitor Carol Hancock works with Stephen Hopwood in the Family Department on all family law matters, and she is one of the first points of contact in terms of client care. Carol has an excellent knowledge of all areas of Family Law, and in particular Children and Domestic Violence Issues.

Carol Hancock

Partner Philip Edmondson, head of our Commercial Litigation team, takes a look at COVID-19 and your contracts. Can the virus release your or other parties from important contractual obligations?

Contract rules



In her article, my colleague Emily Steed has discussed the issue of force majeure clauses in contracts and how they might be triggered by the current pandemic. As Emily made clear, force majeure is not a standalone concept of English law and you will need an express force majeure clause in your contract if you wish to rely on that concept to be released from obligations.

In this article I discuss the concept of "frustration". Frustration is a concept you might need to consider if you or another party believes that a contract cannot be performed. It is a totally separate legal concept to force majeure but unlike force majeure, you do not need an express clause in a contract in order to rely on the doctrine of frustration.

Accordingly, if you believe that the COVID-19 pandemic or some other circumstances render your contract meaningless or pointless or impossible to enjoy the benefits of, then you should consider whether the doctrine of frustration may assist you.

What is legal frustration?

Frustration arises because of the effect of a supervening event on performance, or on the reason for bargaining for that performance in the first place. The best expression by a court of the general test is probably as follows:

> "Frustration occurs whenever the law recognises that without default of either party a contractual obligation has become incapable of being performed because the circumstances in which performance is called for would render it a thing radically different from that which was undertaken by the contract... i.e. It was not this that I promised to do."

Could the COVID-19 pandemic frustrate a contract?

The common law doctrine of frustration may apply, if, as a result of the coronavirus pandemic, performance of the contract has become legally or physically impossible through no fault of the parties.

War time provides analogies and examples which might help us understand this. During certain wars (such as World War II) many contracts were frustrated because it became legally impossible to trade with certain parties (such as enemy countries or those associated with or supporting them).

Clearly, in the current climate, it has become illegal for certain parties to do certain things. An obvious example being that a pub can no longer operate as a pub and another being that a stadium or venue cannot host a large sporting event or concert. All of this activity is illegal and cannot be done, because the Government has legislated to ban it.

One has to be very careful though before jumping to the conclusion that the pandemic leads to the frustration of multiple types of contract. A truly frustrated contract is a very rare beast in normal times. It is important to understand that a frustrated contract ends automatically and immediately (without anyone needing to do anything such as serve notice or the like). A truly frustrated contract will leave the parties with very limited remedies as a result.

If contract performance becomes illegal due to emergency COVID-19 laws (or some related reason), is it frustrated and can the parties agree that the non-performing party must pay damages?

If, after parties entered a valid contract, new legislation is made that prohibits making or performing such a contract, the legislation's effect on the contract is a question of statutory interpretation and may be expressly stated in the statute.

If the legislation does not prohibit making the contract, but some aspect of performance has become a crime (or something very close to a crime – like the pub and stadium examples given above), then public policy will not allow a party to enforce it through the courts. Accordingly, a party could not get an injunction to compel performance of an illegal act or claim damages for the failure to perform it. The same public policy affects payment duties triggered by illegal acts and, in principle, could affect a payment duty triggered by the failure to perform an illegal obligation.

If, without offending public policy, performance of a contract has become legally or physically impossible then,

the contract is truly frustrated. However, a contract is not frustrated if:

- A valid contract term was agreed which addresses, expressly, the situation. Accordingly, if your contract expressly tries to address pandemics or supervening legislation then you may not be able to rely upon the doctrine of frustration and instead may have to rely only on the express words of the contract.
- The parties should have foreseen (or actually did foresee) the frustrating event, when they made the contract. Accordingly, if your contract was made during the pandemic or when it was foreseeable then a party may argue that you cannot rely upon the doctrine of frustration.

Comparison with Force Majeure

The consequences of a contract being frustrated are very different from those of a force majeure event discussed in Emily's article. For example:

1 If the contract is "frustrated", parties become released entirely from their contractual obligations. The contract is not just suspended (as it often is as a result of a force majeure) it actually ceases and ends. This gives rise to very material consequences for parties in many cases. The courts are therefore very cautious when applying the principles of frustration. You therefore need to think very carefully indeed before claiming that a contract has been frustrated.

2 In general (but you need to check your contractual terms to be sure), the other things that result from frustration but not necessarily from force majeure are:

- Sums paid to another party before the frustrating event occurred can often be recovered from the recipient and if money was due to be paid at the time of the frustrating event then said sums are not due.
- Parties might have the right to recover costs incurred in performing contractual obligations before the frustrating event. In such circumstances the parties may be entitled to retain some (or all) of any payment they have received from the other party to reflect those costs.
- Where a party has obtained a valuable benefit from the other party's performance, before the frustrating event, the value of that benefit might be recoverable from the party that benefitted.

Frustration is a highly complex area of law. The simplest way to think about it is that it is a concept which can "fill the gaps" if a force majeure clause does not exist or does not deal with the circumstances created by COVID-19.

Conclusion

All businesses would be wise to consider whether they or their counterparties will be able to continue to perform their contractual obligations. If performance may be significantly affected, it is crucial to review the terms of your contracts so you understand your rights and obligations and to allow you to plan and strategise. The key thing is to understand the contract to put yourself in the best possible position in negotiations and to be ready to deal with any situations where agreement is impossible.

For further information on this subject, please contact Philip Edmondson at p.edmondson@mccormicks-solicitors.com

Partner Philip Edmondson is Head of our Commercial Litigation team and has received personal recommendations in the independent UK Legal 500 and Chambers guides.

He has a wide range of experience across a large spectrum of commercial litigation work, including claims involving breach of contract, sports disputes, insolvency, professional negligence, partnership disputes, landlord and tenant, dilapidations claims, HM Land Registry and matters with multi-jurisdictional elements.

Philip has worked for a large variety of clients ranging from PLCs and large private companies to family businesses and individuals. He is also experienced in using appropriate forms of alternative dispute resolution to try to resolve disputes quickly and cost effectively, wherever possible.

Philip Edmondson

An appeal to the Upper Tribunal Tax and Chancery Chamber by HM Revenue and Customs (HMRC) over a Judgment that a number of referees were not employees of the Professional Game Match Officials Limited (PGMOL) has been dismissed.

Landmark case win

Sara Morgan

Iain Jenkins

The appeal related to referees engaged by PGMOL to officiate at matches primarily in Leagues 1 and 2 of the Football League. They were referred to as the "National Group" referees. They undertook refereeing duties in their spare time, typically alongside other full-time employment. HMRC had argued that PGMOL was the employer of the National Group referees who were bound by both an Overarching Contract and Individual Contracts.

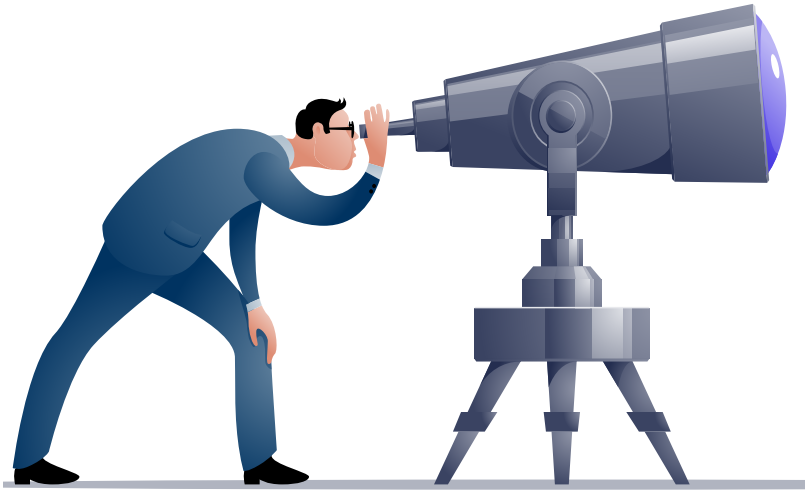
The Upper Tribunal found that there was insufficient mutuality of obligation in relation both to the Overarching Contract and the Individual Contracts. It followed that there was no error of law in the earlier hearing's conclusion that the referees in the National Group were engaged under contracts for services and were not employees. Accordingly, the appeal was dismissed. McCormicks' Employment Law team, headed by Sara Morgan and Iain Jenkins, was instructed at both tribunals by PGMOL and worked closely with tax advisers at Deloitte to present the arguments. Sara Morgan said: "This was a significant tax case and we are naturally pleased the Upper Tribunal found in favour of our client. The decision brings some clarity to the requirements for employment with the tax implications that brings and particularly the need for mutuality of obligation between employer and employee."

The head of our Employment department, Iain Jenkins, has been providing regular updates for employers since the COVID-19 crisis started. Here he looks at the issues around the Job Retention Scheme.

Future for jobs

The Coronavirus Job Retention Scheme (Scheme) has been through a number of developments and is with us until the end of October. Getting agreement on the terms of furlough remains important and from 1 August 2020 the scheme is operating on a reduced basis. What will face employers after October and the continuing economic uncertainty is difficult to say. Companies may look at their own version of the Scheme with agreed reductions in pay and hours or lay-off and short time working. Unfortunately redundancies may have to be considered. Many businesses have gone down this route already notwithstanding support from the Scheme, they may see their problems as more long-term. Redundancies can take place during a period of furlough but may be challenged in subsequent tribunal proceedings if support from the Scheme was still available. Preparations will have to be considered if redundancy might be an option, particularly if the statutory consultation rules (where more than 20 employees are affected) will apply. It is important that those on furlough are not treated unfairly in any process.

In financial and organisational terms there is also the interesting question of the accrual of holiday during a period of furlough. This also has an impact on termination of employment as employees are compensated for accrued untaken holiday. Government guidance on the issue published on 13 May 2020 confirms that employers can require staff to take annual leave during furlough subject to the usual statutory notice periods. The notice required is the minimum of twice as many days as the number of days holiday the employer requires the employee to take. However the guidance also states that employers should consider whether any restrictions the worker is under, such as the need to socially distance or self-isolate would prevent the worker from resting, relaxing and enjoying leisure time, which is the fundamental purpose of holiday. This may be easier to achieve as lockdown is eased. Engagement with employees and explaining why they are required to take holiday will be important. Employees are entitled to full pay during periods of holiday even if they are on furlough. Legislation has also been passed allowing workers to carry forward four weeks of annual holiday entitlement where it has not been reasonably practicable for the worker to take annual leave. Accrued untaken holiday can be carried forward into the following two leave years, again creating a potential organisational/financial issue. This is really aimed at those who have been working on the front-line and unable to take holiday.



Iain Jenkins is Head of Employment

He advises on all areas of contentious and non-contentious employment matters including:

- Settlement agreements and negotiated exits
- Directors and boardroom disputes
- Claims for unfair/wrongful dismissal, discrimination and whistleblowing in the Employment Tribunal
- Drafting and negotiating contracts of employment and service agreements
- Advising on grievance and disciplinary matters and the termination of employment
- TUPE advice and advising on employment aspects of corporate and property transactions
- Advising on the implementation and enforcement of restrictive covenants and confidentiality obligations
- Trade union issues, redundancy and restructuring
- Partnership matters and disputes

Iain has advised businesses across a range of sectors including technology, manufacturing, financial services, recruitment, transport and logistics and health and social care.

Iain is a CEDR accredited mediator and an accredited workplace mediator. He can also be instructed as an independent investigator in relation to employment issues. He also advises on GDPR and Data Protection matters in employment and commercial work, including compliance and data breaches.

Iain Jenkins

Solicitor Emily Steed of our Corporate and Commercial team takes a look at whether force majeure can be relied upon in current circumstances.

Force majeure clauses

Many of you will be familiar with the concept of force majeure or "superior force", a common clause used in contracts to protect against unforeseeable circumstances that prevent a party from fulfilling its contractual obligations. But can a force majeure clause be relied on to release a party from its obligations in light of COVID-19?

While force majeure clauses will not feature in every commercial contract you should be aware that the clause in question need not be expressly headed "force majeure" and if you cannot find a clause with this heading then you should check carefully for any clause which anticipates an event of "superior force" which is beyond the control of the parties to the contract.

If your contract does contain a force majeure clause, the question of whether such a clause would be triggered depends on the exact drafting of the provision (as such clauses can vary substantially) and the rules of contract interpretation. Has the concept of a pandemic been covered within the drafting of the clause in question as a force majeure event? In the absence of this, references within the clause to a Government-imposed change which prevents performance of the contract might be useful in light of the Government response to COVID-19 (and this is commonly included in the drafting of such clauses). However, the inclusion of a specifically defined pandemic-related trigger event (as above) would be better to rely on.

If you believe that you can rely on such a clause then, as the party seeking to rely on the clause, you will bear the burden of proof, firstly to demonstrate that the scope of the clause covers the circumstances surrounding the COVID-19 outbreak and secondly to demonstrate that the specific facts in question fall within that scope. You will need to establish that COVID-19 has prevented or hindered you from performing the contract.

You will also usually be under a duty to show that you have taken steps to avoid the effects of COVID-19. You should ensure that you have complied with all UK Government guidance in relation to COVID-19 as failure to do so may prevent you from relying on force majeure.

It is also important to ensure you have complied with all contract formalities. If you wish to invoke force majeure, it is likely that notice will need to be given to the other party (or parties) in a specific way and within a set time period. Failure to pay attention to such notice provisions could mean that you will not be able to rely on force majeure.

If you can establish force majeure, you will again need to check the specific drafting of the clause for the options available to you. Short periods of force majeure may allow you to delay performing your obligations under the contract without being in breach. It is also likely that lengthy periods of force majeure will lead to a right for you to terminate the contract.

For more information on what to look for, please contact Emily Steed at e.steed@mccormicks-solicitors.com.

Emily Steed is a Solicitor in our Corporate and Commercial department.

Emily graduated from Durham University before completing the Legal Practice Course at the University of Law in York.

Emily has experience in the following matters:

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- Negotiating and reviewing a wide range of commercial contracts, including agency and sub-contractor agreements; and
- Updating terms and conditions and privacy policies.

Emily also has a keen interest in IP law and regularly deals with trademark applications and assignments.

Emily Steed

As the impacts of COVID-19 continue to be felt across the world, Partner Elaine Lightfoot has found that many people are making sure their affairs are in order.

Willing to help

The lockdown restrictions imposed on 23 March led to an almost immediate rise in Will instructions with a 70 per cent increase in the demand for Wills as the elderly, vulnerable and those on the front line organised their personal affairs. As the vast majority of law firms closed their doors, the inability to meet with Will clients personally led to a level of uncertainty as to how Wills would be drafted and witnessed.

The usual situation would be that a solicitor would meet with the client to take detailed instructions, the Will would be drafted and approved for it to then be engrossed. The client would then return to the office to sign the Will, which would be witnessed by two people present at the same time (one of these being the solicitor who had drafted the Will).

As this could no longer take place, the Law Society, the Society of Trust and Estate Practitioners (STEP) and the Ministry of Justice began reviewing the requirements for witnessing a Will to see if there was a more flexible way of dealing with such matters.

A face-to-face meeting with a client enables the solicitor acting to gain a clear view of the testator's mental capacity which, in addition to the witnessing situation, became a clear concern for solicitors acting in this area. Telephone conferences and video conferences with clients in order to take detailed instructions have taken place but, of course, instructions cannot be taken by email as this leads to no certainty regarding capacity and/or any outside influence on the client's decision making. A solicitor must be satisfied that the elements introduced in the case of Banks v Goodfellow are met:

1. That the person making the Will understands the nature of the act and its effects;
2. That the person making the Will understands the extent of the property of which they are disposing;
3. That the person making the Will is able to comprehend and appreciate the claims to which they ought to have given effect; and
4. That the person making the Will has no disorder of the mind that perverts their sense of right or prevents the exercise of their natural faculties in disposing of their property by Will.

Under the Wills Act 1837, witnessing a Will via video messaging is not acceptable - a witness must be physically present. It has therefore been the case that clients have enlisted the help of neighbours, with Wills being witnessed at a safe distance on garden paths, over fences and in one case, using the top of the client's wheelie bin (disinfected!) as a makeshift desk for testators and witnesses to lean on!

Witnesses do not need to be professionals although this is the preferred route as the professional witnesses will inevitably be easier to trace in the future should there be any queries with regards the validity of the Will following the death of the testator. However, for most clients instructing us at this time, they feel the pressure to get their Wills signed and witnessed as soon as possible. We expect that once clients are able to return to our offices to meet with us, there will be requests for Wills to be re-signed and witnessed professionally.

The Professional bodies have continued to discuss possible solutions to the witnessing requirements which have been in place since 1837. Whilst there is potentially the need for some modernisation of the Wills Act 1837, it remains the case that protecting Testators and lessening the risk of conflicts post death as to the validity of a Will must remain paramount.

Partner Elaine Lightfoot heads our Private Client team.

Her areas of expertise include Wills, Trusts, Settlements, Inheritance Tax Planning, the Administration of Estates and Trusts of all sizes and complexities, together with Lasting Powers of Attorney and Court of Protection matters. Elaine also advises in respect of care home fees planning.

Elaine also handles work for a number of clients in Agriculture and Rural Affairs, guiding them on the protection of their wealth and the successful handing on of it to future generations. She is also active in the Charities field, advising a number of charities on their formation and operation.

Elaine Lightfoot

With great regret we have taken the decision to cancel the 2020 Yorkshire Young Achievers Awards due to the ongoing COVID-19 pandemic.

Yorkshire Young Achievers

We would like to thank everyone for their tremendous support and we plan to return with an even bigger and better event in 2021. We have already fixed the date - Thursday 18th November 2021 - so please put it in your diaries.

This is our major fundraiser of the year but we are not alone in losing this income – many of the charities we work with to improve life and opportunities for young people across Yorkshire are struggling with similar financial implications.

In order to help them, and young individuals to get through this, our grants programme is continuing apace so far in 2020 we have made grants totalling more than £24,000 across the region, ranging from equipment for a special school in Bedale to a youth project in Scarborough.

A shining example of why we do what we do came to light recently in the shape of an update from our 2009 Youngster of the Year, Emma Cartlidge.

Emma, who was 11 at the time, was making a strong recovery after suffering from a brain tumour and had raised thousands of pounds for Sheffield Children's Hospital where she was treated.

She has just qualified as a Nurse, with first class honours. On 2 March she started at the Countess of Chester Hospital as a Staff Nurse on Cardiology, moving straight into caring for COVID-19 patients. Her family is incredibly proud of her, as are we!

Emma Cartlidge as the 2009 Youngster of the Year, receiving her award from Kelvin Fletcher

Emma is now working on a COVID-19 ward.

OUR EXPERTISE

McCormicks offers the full portfolio of legal services to all forms of organisation including businesses, charities and sporting bodies, together with private individuals. The firm offers expertise in all areas of corporate and commercial work whilst maintaining a commitment to the personal client in areas such as rural property, tax, trusts, probate, family matters and crime.

Charities & Community
- Charities
- Not For Profit

Corporate & Commercial
- Acquisitions and Disposals
- Banking and Finance
- Commercial Agreements
- Competition and EU Law
- Corporate Crime, Fraud and Risk
- IT and Data Protection
- Insolvency and Bankruptcy
- Intellectual Property
- Partnership and Company Law
- Regulatory and Disciplinary

Crime
- General Crime
- Corporate Crime, Fraud and Risk
- Dispute Resolution and Litigation
- Commercial Disputes
- Mediation and Arbitration
- Partner/Shareholder Disputes
- Property and Construction
- Reputation Management

Employment

Family & Matrimonial
- Children
- Matrimonial

Insolvency & Bankruptcy

Mediation & Arbitration

Property
- Agriculture and Estates
- Commercial Property
- Development and Regeneration
- Residential Property

Sport, Media & Entertainment
- Employment
- IT and Data Protection
- Insolvency and Bankruptcy
- Intellectual Property
- Media and Entertainment
- Mediation and Arbitration
- Regulatory and Disciplinary
- Reputation Management
- Sponsorship
- Sport

Tax, Trusts, Wills & Estates
- Agriculture & Estates
- Care of the Elderly
- Tax and Trusts Disputes
- Trust and Tax Planning
- Wills and Probate

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