

Issue 10 September 2015

Temperature rises for employers over holiday pay

The summer holiday season may be a thing of the recent past, but employers should be taking the necessary precautions to avoid getting burnt over holiday pay in the future. Howard Robson, Employment Partner, here explains how the outcome of a recent case means employers are now required to permit holiday entitlement to be carried over for up to 18 months if it has been unused due to sickness.

In the case of *Plumb v Duncan Print Group Limited*, the Employment Appeal Tribunal (EAT) additionally confirmed that an employee does not have to prove they were unable to take the holiday because of their illness during the leave year in question.

Click [here](#) to read more...



Howard Robson

howardrobson@warnergoodman.co.uk



Geoffrey Sturgess

geoffreysturgess@warnergoodman.co.uk

Cyber crime crisis

The release of the hacked data from an extramarital dating site will have given its customers more than the usual worry that accompanies news of cyber-crime. Geoffrey Sturgess, Company Commercial Consultant Solicitor, explains the different ways in which cyber-crime can occur and advises businesses to carefully review their information risk management regime, assessing their processes with the same rigour as legal, regulatory, financial or operational risk.

Click [here](#) to read more...

The customer is always right..?

Arezou Seyed-Rezai, Assistant Solicitor in the Company Commercial team here reviews the new Consumer Rights Act 2015 ("the Act") which comes into force on 1 October 2015 and has been billed as the biggest overhaul of consumer rights in a generation.

Click [here](#) to read more...



Arezou Seyed - Rezai

arezouseyed-rezai@warnergoodman.co.uk

Energy Efficient, Environmentally Friendly but also an unwelcomed Expense?

New Energy Efficiency Regulations have been passed this year in an attempt to meet parliamentary targets to reduce greenhouse gas emissions, and here Charlotte Bunch, Commercial Property Trainee Solicitor, advises landlords of privately rented commercial properties to familiarise themselves with these rules as they are likely to have a significant impact on their properties as well as the tenants who occupy them.

The Energy Act 2011 brought in minimum energy efficiency standards ("MEES") and required the government to set minimum standards for domestic and commercial privately rented property.

Click [here](#) to read more...



Charlotte Bunch

charlottebunch@warnergoodman.co.uk

Comprehensive support for your business:

COMMERCIAL PROPERTY

- Buying, selling or leasing a property
- Construction
- Property Investment

CORPORATE & COMMERCIAL

- Buying or selling a business or company
- Commercial Contracts
- Intellectual Property

EMPLOYMENT

- Redundancy Schemes
- Dismissals & Discrimination
- Performance Management

COMMERCIAL LITIGATION & DISPUTE RESOLUTION

- Financial and Asset Disputes
- Contract, IP and Property Disputes
- Debt Recovery

INTERNATIONAL

- Commercial Contracts
- Minimising Commercial Risk
- Business Expansions and Trading Overseas

Call us on
02380 717717 / 02392 776500



Emma Wyatt

emmawyatt@warnergoodman.co.uk

Dismissal kicks up a stink at the sewage works

A worker who was dismissed after failing to follow new health and safety guidelines has won his claim for unfair dismissal in the Court of Appeal. Emma Wyatt, Employment Law Solicitor, reviews the case and warns businesses that it is not enough to issue new procedures and risk assessment requirements, without making sure that employees are fully aware of the changes and are properly trained.

Click [here](#) to read more...

The Modern Slavery Act – Should I be worried?

Alice Samuel, Legal Secretary in the Company Commercial team reviews The Modern Slavery Act which was passed in March 2015 and is intended to tackle modern slavery by consolidating and defining various offences that relate to human trafficking and slavery. It provides for two main offences that relate to holding another person in slavery, servitude and forced or compulsory labour and arranging or facilitating the travel of another person with the intention of exploiting them.

Click [here](#) to read more...



Alice Samuel

alicesamuel@warnergoodman.co.uk



Joanna Thompson

joannathompson@warnergoodman.co.uk

Can't pay, won't pay

If a client of yours is refusing to pay an outstanding bill, the financial implications to your business are obvious, but there's also the cost of spending time attempting to recover the debt, as well as disruption to any future engagement or projects. If you are owed money for any unpaid invoice(s), whether they are for a product, service or maybe rent arrears, you are entitled to claim this back. Here Jo Thompson, Commercial Litigation Legal Assistant, advises on the best course of action to take in relation to dealing with clients such as these.

Click [here](#) to read more...

This Commercial Brief is edited by Geoffrey Sturgess. For further details on any of the articles, contact Geoffrey at geoffreysturgess@warnergoodman.co.uk.



In brief...

- Distance Selling Rule reduced in CAP code
- New Location for Consumer Law guidance for businesses
- High Court considers statutory liability of agent who signed contract for company not yet formed
- High Court confirms genuine use of Community trade mark requires use in more than one member state
- IP Enterprise Court grants summary judgment in cake decoration moulds registered designs case

To read more on these topics and to see more "In Brief" items, simply click [here](#).

Call us on 02380 717717, 02392 776500
email enquiries@warnergoodman.co.uk,
or visit www.warnergoodman.co.uk/for-business

DISCLAIMER

While every effort is made to ensure that the contents of the Commercial Brief is up-to-date and accurate, no warranty is given to that effect and Warner Goodman LLP does not assume responsibility for its accuracy. The Commercial Brief is provided free of charge and for information purposes only. Readers are warned that the Commercial Brief is no substitute for legal advice given after consideration of all material facts and circumstances. Therefore, reliance should not be placed upon the legal points explained in the Commercial Brief or the commentary upon them.

COPYING ON TO OTHERS

While Warner Goodman LLP retains all rights in the copyright to the Commercial Brief, we are happy for you to copy it or extracts on to others who might be interested in receiving it, provided Warner Goodman LLP is acknowledged as the publisher of the Commercial Brief and our contact details are included. No charge will be made for doing so. Alternatively, simply send us the e-mail contact details for anyone who wishes to receive the Commercial Brief and we will be happy to add them to the circulation list. Unless expressly agreed by Warner Goodman LLP in writing, nobody has authority to copy or use the Commercial Brief, or extracts from it, for any promotional or commercial purposes.

UNSUBSCRIBE

If you do not wish to receive future editions of the Commercial Brief, please simply reply to this e-mail and include the word 'unsubscribe' in the heading.