

## Issue 2 July 2013

### Employee shareholder status...made in heaven?

Howard Robson, Partner in our Employment Team, summarises the concept of employee shareholder contracts and advises what you need to do if you want to implement this within your business.

In the same month that former Prime Minister Margaret Hilda Thatcher took up a non-executive directorship of Heaven PLC (or perhaps Hades (1979) Limited depending on your point of view) the Conservative led coalition government passed into law a measure which the Iron Lady would have undoubtedly endorsed.

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



Howard Robson

[howardrobson@warnergoodman.co.uk](mailto:howardrobson@warnergoodman.co.uk)



Kirsten Ferrol

[kirstenferrol@warnergoodman.co.uk](mailto:kirstenferrol@warnergoodman.co.uk)

### Triumphant Tenants

Kirsten Ferrol, Solicitor in our Commercial Litigation Department, reviews a recent successful case where a tenant obtained reimbursement of advance paid rent relating to the period after a break date, and advises best practice for incorporating break clauses within commercial leases.

The case used is *Marks and Spencer plc v BNP Paribas Securities Services Trust Company (Jersey) Limited and BNP Paribas Securities Services Trust Company Limited* [2013] EQHC 1279 (Ch).

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

### Contracting with Monsters

Geoffrey Sturgess, Consultant Solicitor in our Company Commercial department, offers advice and tips on negotiating contracts with customers that are much larger than you.

The term "contracting with monsters" is not the subject of a procurement manager's nightmares but in fact a description of the common experience of entering into a commercial agreement with another entity that is much, much, bigger than you.

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Geoffrey Sturgess

[geoffreysturgess@warnergoodman.co.uk](mailto:geoffreysturgess@warnergoodman.co.uk)

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### Certain Overriding Interests to Lose Status

Our Commercial Litigators Helen Porter and Kirsten Ferrol review the upcoming changes regarding overriding interests within the law of property.

On 12 October 2013, the ten year transitional period under the Land Registration Act 2002 ('the Act') will draw to a close and a small number of interests in land will lose their status as 'overriding interests'.

An 'overriding interest' is an interest that binds an owner or purchaser of land, despite no record of the interest appearing on the registered title.

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



Helen Porter

[helenporter@warnergoodman.co.uk](mailto:helenporter@warnergoodman.co.uk)

## Stamp Duty Land Tax – Many Unhappy Returns



**Denise Oatham**

[deniseoatham@warnergoodman.co.uk](mailto:deniseoatham@warnergoodman.co.uk)

*Denise Oatham, Partner in our Commercial Property Department, highlights the pitfalls that can occur regarding Stamp Duty Land Tax on an apparently straightforward transaction involving several leasehold warehouse properties. A recent deal is used as an example, with names changed for confidentiality.*

Stamp Duty Land Tax (SDLT) was introduced by the government on 1 December 2003 as a replacement for Stamp Duty that many would have been familiar with. A cynic might say it was a thinly disguised way of extracting large sums of money from what would have been seen at the time as a buoyant sector of market activity within England and Wales.

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## A fool and his money are soon parted...or are they?

*Brian Kirby, Head of our Debt Recovery Team, considers whether there is a limitation period for enforcing a money judgment, and reviews recent cases to support the law.*

In short, enforcement proceedings are not subject to any limitation period, as a Judgment of the English High Court remains enforceable without a time limit. However, if there is a delay in enforcing the Judgment, it may affect whether it can be enforced at all, or it may adversely affect the overall sum recoverable.

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



**Brian Kirby**

[briankirby@warnergoodman.co.uk](mailto:briankirby@warnergoodman.co.uk)

## A Weighty Issue

*Nicole Adams, Solicitor in our Employment Team, reviews a recent case considering obesity as a disability and whether employees have the right to bring a claim for weight related disability discrimination.*

*The case examined is Walker v SITA Information Network Computing Limited.*

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**Nicole Adams**

[nicoleadams@warnergoodman.co.uk](mailto:nicoleadams@warnergoodman.co.uk)

Call us on 02380 717717, 02392 776500  
email [enquiries@warnergoodman.co.uk](mailto:enquiries@warnergoodman.co.uk),  
or visit [www.warnergoodman.co.uk/for-business](http://www.warnergoodman.co.uk/for-business)

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### *In brief...*

- Supreme Court rules on power of court to allow claimant to sue shareholder.
- High Court rules software copyright assigned to commissioner.
- High Court grants general EU-wide injunction in keywords trade mark case
- OFT launches Unfair Terms Hub for businesses
- CAP guidance on social media advertising

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