

Blandy's

Summer 2011

BRIEFING

2011: Year of the Super-Injunction?

Right to privacy vs. press freedom

Toughening up on tribunals

Proposals seek to promote conciliation and early settlement

Make a date

Events for your diary



BLANDY & BLANDY
solicitors

The Review

From Phil D'Arcy and Nick Burrows
Joint Managing Partners

At the end of June Richard Griffiths retired as a Partner after 47 years with the firm. Richard joined as a trainee (or articled clerk, as they were known in those days) when he left school in 1964. He became a Partner in 1974, and was our senior Partner from 1993 until 2008 during which time he led the firm with considerable success. In July 2011, Richard was appointed Deputy Lieutenant by The Lord Lieutenant of the Royal County of Berkshire.

Richard has in his career practised over a wide range of areas, initially doing crime and family work including divorce, later litigation and then moving into commercial work including employment law - becoming an employment judge in 1993 - and most recently has specialised in commercial property. His wide experience and versatility have enabled him to become an accomplished all rounder and a trusted adviser to many of our clients. He has made a major contribution to the development of the firm over his 47 years with us, and his wise counsel will be missed by us all. We wish Richard and his wife Lynne a long and happy retirement.

Jonathan Gater in our Private Client team has been appointed to the Panel of Deputies for the Court of Protection. Jon is the only successful applicant to be appointed from Berkshire in the latest round of appointments. We are delighted to have Jon's expertise in this often complex area of work recognised.

We are very pleased that we have been able to retain two of our three trainee solicitors who will be qualifying this September. Emma Mulhern will join our Dispute Resolution team and Chris Wilson the Company and Commercial department. They are both very able and will add to the strength of the teams in these two departments.

And finally, we are delighted to report that our Planning and Environmental team has been acknowledged as one of the top fifty planning and environmental teams in the UK by Planning magazine. It is a fantastic achievement and is testament to the quality and skills of all concerned.



Blandy's Summer Reception



Website Watchdog

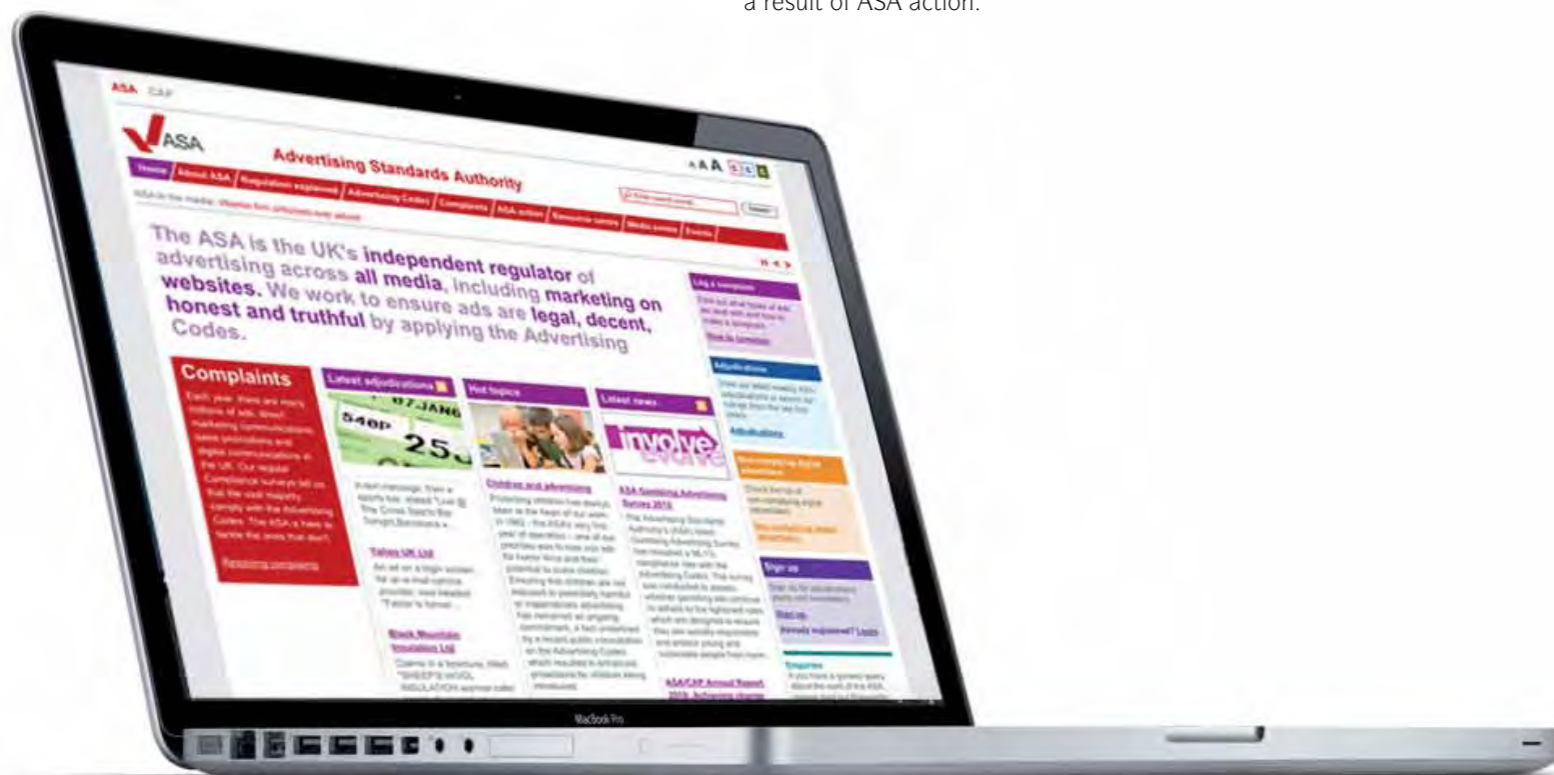
ASA remit extended to company websites.



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From 1 March 2011 the Advertising Standards Authority (ASA) began to regulate the marketing communications of any business set out on their own websites.

The ASA is the UK's independent regulator of advertising. It assesses whether advertising breaches the various codes which apply to broadcast and non-broadcast media. The code which now governs the advertising and marketing on a business' own website is the UK Code of Non-Broadcast Advertising, Sales Promotion and Direct Marketing or CAP code. The UK advertising codes are some of the strictest in the world; in 2009 the ASA dealt with over 29,000 complaints and over 2,300 ads were varied or removed as a result of ASA action.



The CAP Code

The CAP code contains wide ranging rules designed to ensure that advertising does not mislead, harm or offend – it requires that all marketing communications should be legal, decent, honest and truthful wherever they appear. Advertising and marketing communications must also be socially responsible and prepared in line with the principles of fair competition.

There are certain sections of the CAP code which deal with specific types of advertising – for example, advertising which makes claims in respect of health and beauty products, environmental claims and claims in respect of food products. It is comprehensive and a vital place for any business to start when considering its online material.

In 2008/9 the ASA received over 3,500 complaints from consumers about advertising and marketing communications on businesses' own websites – and the ASA could do absolutely nothing about those complaints. With consumer interest in purchasing on the internet increasing year on year it was inevitable that the ASA would eventually be given the right tools to tackle the full extent of the online marketing arena.

What exactly is covered online now?

The CAP Code now covers any advertisements and other marketing communications by or from companies, organisations or sole traders on their own websites, or in any other non-paid for space online which is under their control (think social media such as Facebook). The marketing communications have to be directly connected with the supply or transfer of goods, services and opportunities – in other words they are designed to sell something. The CAP Code will not apply to website content such as press releases and other public relations material and editorial content.

What if my website does not comply?

If the ASA investigates your website (and they are likely to do so if they receive a consumer complaint or even, in certain circumstances, a competitor's complaint) and finds that it breaches any elements of the CAP Code then it is likely that initially the business involved would be told to amend or withdraw the advertisement or communication.

If the business does not amend or withdraw as requested then sanctions will be applied. There will be adverse publicity arising from the publication by the ASA of the outcome of its adjudication. Details of the advertiser and the non-compliant marketing communication will be listed on the ASA website. The ASA may require that future communications, wording and advertisements be vetted by the CAP Copy Advice Team and may even impose the withdrawal of trading privileges, including media space.

The ASA can (with the co-operation of search engines) remove any paid-for search advertisements that link to the page on the businesses' own website which holds the offending marketing communication. The ASA will even consider placing paid-for advertisements on internet search engines that will highlight businesses' continued non-compliance with the CAP code and will link through to the ASA website naming and shaming the advertiser.

The last resort for the ASA if it still cannot secure compliance with the CAP Code may be to refer the matter to the Office of Fair Trading which can take civil or criminal court action where the breaches are serious enough.

What should businesses be doing now?

It is time for all businesses involved in the sale and supply of goods and services to look at their websites and assess whether they are compliant with the requirements of the CAP Code. Look at the claims which you may make on your website – do they mislead, whether by omission or distortion? It is also worth looking at how you deal with customer reviews and testimonials as these can in certain circumstances amount to ads, which would fall under the ASA's remit.

The ASA will be keen to exercise its new powers and be seen to be acting effectively in this area. Better you take a critical look at your website before they do...



For further details please contact
the Commercial Team by emailing
commercial@blandy.co.uk

Lifting restrictions on land use

Could your land agreement be anti-competitive?

In edition 12 of Blandy's Property and Planning bulletin, we alerted you to upcoming competition law changes which would bring land agreements within the scope of the Competition Act 1998. Those changes have now been implemented and the following article provides further clarification on the implications of these changes.

From 6 April 2011 land agreements between individuals or corporate entities engaged in business activities containing restrictions regarding use or the exercise of a right over land which prevent, restrict, or distort competition are automatically void pursuant to s.2(1) Competition Act 1998 ("CA1998") (the Chapter I Prohibition).

The Chapter I prohibition, which was transposed into UK law from EU legislation, was enacted to protect businesses and consumers from anti-competitive behaviour. Chapter II of the CA1998 prohibits abuse of a dominant market position.

Any restriction that makes it difficult for competitors to gain a foothold in a market where the land is used or provides exclusivity thereby protecting a party from competing rival business may be considered anti-competitive. The latter category of restriction is more commonly used in property related transactions and may appear in agreements in the form of restrictive covenants preventing a landlord from granting a lease of its neighbouring land to a competitor of the tenant or conversely by a landlord restricting the permitted use of a tenant in order to preclude any activities from competing with those of the landlord. Such restrictions may also be imposed on a disposal to prevent the land passing into competitors' hands.

The specific anti-competitive restrictions will be unenforceable whilst all other terms will remain in full force and effect if capable of being severed from the rest of the agreement.



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The Office of Fair Trading ("OFT") has published guidance suggesting that cartel arrangements (e.g. price fixing to avoid competition) will amount to a serious breach of competition law.

The OFT has clarified that it is unlikely to take action where none of the parties has a market share exceeding 30% of the relevant market. However, it may be difficult to determine the geographical extent and size of the market in question, both for the commercial property market and the market for relevant goods/services. This does not preclude the OFT from taking action where market shares are smaller. Indeed, the threshold for action is reduced to only 5% in the case of the combined effect of a series of connected "parallel agreements".

Not all restrictions on use of land or the exercise of rights over land will be considered anti-competitive. Indeed, the OFT acknowledges that "many legitimate reasons" exist justifying the imposition of restrictions on the use of land and therefore the OFT envisages that only a very small minority of restrictions will actually infringe competition law.

Seemingly anti-competitive restrictions or agreements may still be exempt from the Chapter I prohibition if the benefits of the restrictions outweigh the appreciable impact of their anti-competitive aspects. Ultimately, the appreciable or actual economic effect of each agreement will turn on the individual facts. There are also specific exemptions.

The sanctions for anti-competitive practices are potentially onerous. The OFT, the European Commission or any sector regulators may take enforcement action against parties which can result in the imposition of fines of up to 10% of a firm's worldwide turnover, in addition to taking steps to cease the anti-competitive practice. Other penalties include company director disqualification orders and private court action from parties detrimentally affected by the anti-competitive restrictions. Small businesses are afforded

immunity from financial sanctions in certain circumstances. There may also be mitigating factors to reduce the level of any potential sanctions.

Whilst the repeal of the land exclusion order does not operate retrospectively, it is quite possible that agreements entered into prior to 6 April and still subsisting may now fall foul of competition law. It is important to bear in mind that circumstances and market conditions change meaning that restrictions originally considered to comply with competition law may subsequently fall within the Chapter I prohibition. Periodic reviews will therefore be necessary in order to monitor market conditions and trends to ensure that existing or future land agreements do not infringe competition law.

The law relating to this area is complex and it will often be difficult conclusively to determine which restrictions/ transactions will fall foul of the CA1998. Various factors must be considered including the relative market shares of the parties to the agreement. If you or your organisation are party to an agreement which you believe may potentially infringe competition law, you should seek legal advice as to the enforceability of those provisions.



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The Winds Of Change

Photomontages produced in relation to a planning application fall foul of advertising standards.



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A community group opposed to plans for a windfarm in Berkeley Vale have recently been rapped on the knuckles about the images produced to demonstrate the potential visual impact of the development.

The proposal, to be located within the area of Stroud District Council in Gloucestershire, sought planning permission for four wind turbines, each up to 120 metres in height. Save Berkeley Vale, amongst other interested parties, were concerned about the visual impact on the Cotswolds Area of Natural Beauty (AONB) and sought that permission be refused.

The application was considered by the Planning Committee on 12 April 2011 with a majority of committee members voting to refuse permission based on its visual impact on the landscape.

In the course of their opposition, Save Berkeley Vale had produced a leaflet and also presented photomontage images to the planning committee on previous dates. The photomontages sought to show the visual impact of the four wind turbines. The content of those images was challenged by the developer who considered that the photomontages were misleading and who referred matters to the Advertising Standards Authority (ASA).

The ASA is the UK's independent advertising watchdog. Its responsibility is to ensure that advertisements, wherever they appear, are legal, decent, honest and truthful. They apply a series of advertising codes which spell out what is and is not allowed in the world of advertising and to which close attention should be paid if any advertising campaign is planned.

In a decision issued on 13 April 2011 the Advertising Standards Authority (ASA) ruled that the images breached the CAP Code Rules on 'Misleading Advertising' and 'Substantiation'. These specific rules provide that marketing communications must not materially mislead or be likely to do so, and in addition that documentary evidence must be held by those advertising, supporting any claims made in the ads which consumers may regard as being objective in nature and that are capable of objective substantiation.

It was considered by the ASA that the ads fell foul of these rules because the turbines were shown in the wrong location and the length of the blades was incorrect, which exaggerated the impact of the turbines and gave a misleading impression of the effect that the proposal would have on the landscape.

The ASA decision provides an important reminder to local community groups and others opposed to planning applications of the need to present accurate information in support of their case. The case is also a reminder to Local Planning Authorities of the need carefully to consider the accuracy of information presented to them in the course of their decision making in order to prevent challenge. The developer has now appealed against the Local Planning Authority's refusal of planning permission, and it will be interesting to see whether the Planning Inspectorate considers the issue of whether the decision was reached upon the basis of incorrect information as to visual impact.



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Does this controversial form of privacy law – made by the courts – favour the rich and famous?

If the commentators are to be believed, 2011 will indeed be the year of the super-injunction. However, the current debate in the media relates to the increased use of such injunctions in privacy cases and its effect on the right to freedom of speech in accordance with the Human Rights Act 1998.

The topic of super injunctions has recently dominated the press for this very reason, due both to celebrity involvement and the obvious interest the press has in publication. However, it is important to recognise that such injunctions are only intended to be granted in the rarest of circumstances and originally designed to protect the rights of innocents such as children. Such orders are usually confined to situations where there is evidence to suggest that the defendant, were he to become aware of the injunction before it could be served on him, would take steps either to avoid service or to frustrate the injunction by publishing the information that the claimant is seeking to protect.

Injunctions are sought in privacy cases to stop the disclosure of an individual's private information. Super-injunctions offer a 'double gagging' approach which prevents (1) the publication of a press article as well as (2) even mentioning that a judge prevented it from being published in the first place by way of an injunction.

Twitter has dominated the media following it and its tweeters alleged breach of such an injunction. The current law surrounding injunctions and super injunctions currently relates to the press and traditional media outlets and does not extend to social networking sites such as Twitter. The question the courts are now facing is whether the providers of social networking sites such as Twitter and its tweeters are liable as publishers of the content.

Whilst the Lord Chief Justice believes that the national newspapers should remain the focus of privacy injunctions, it is now recognised that the law needs to address the issues flowing from technological advancements, so that individuals' rights to privacy can be maintained, whilst affording the press the degree of freedom that is essential to the correct functioning of any democracy.

Until now it has fallen to the Courts to maintain the balance between the right to privacy on the one hand and freedom of the press on the other. The recent debate over the use of super injunctions and the use by an MP of Parliamentary privilege to effectively defeat one such injunction may now encourage Parliament to intervene by passing legislation that will define where the balance between the right to privacy and press freedom ought to be struck.



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RISK and RETURN

With interest rates looking set to remain low and notably less than the rate of inflation, we are often asked how better returns can be achieved in order to avoid funds losing their purchasing power in real terms.

The answer is that higher returns can be achieved in a number of ways but a common theme is that they will almost certainly involve a degree of risk to your original capital. In the long term, it is generally the case that risk will be rewarded with higher returns, but how do you know whether taking more risk for the potential of higher returns is the right thing for you to do? This is a complex area as it very much depends on your circumstances and preferences. There are a number of factors, however, that can be considered and can provide some guidance.

Timescales

If you are investing for a relatively short period (e.g. less than 5 years), funds should be exposed to minimal investment risk; otherwise should values fall there will be little time for them to recover before the end of the period.

Conversely, for longer term savings such as pensions, there can be sufficient time to ride out any troughs in investment performance.

Capacity

It can also be inappropriate to take investment risk if any fall in value would affect your financial security. In short, if you cannot afford for your assets to drop in value, then active investment is probably not the right choice for you, despite the apparent attractions of higher potential returns.

Attitude to Risk

Whilst it may be the case that you have both the timescale and capacity available that allows you to take risk, it doesn't automatically follow that a high degree of risk is appropriate for you. One of the major factors in determining what is right for you is your attitude to investment risk, i.e. how comfortable you will be with your funds falling in value at times as well as rising and there being little certainty over the future values. This is clearly a very subjective and personal matter; however, there are a number of tools available that can help in this regard and give an indication of the level of investment risk that would be appropriate. Whilst these tools are very useful, we would caution that the results should not be relied on as the sole factor in deciding on an investment. Your own experience of investments and/or discussions with suitably qualified professionals can be particularly useful in this analysis.

Having decided your investment risk approach all that remains is to; choose an appropriate tax effective investment vehicle (pension, ISA, offshore bond ...), fund manager and investment fund or funds.

This is not an easy process and is where we find our clients appreciate guidance from an independent third party.

FREE ADVICE? The devil's in the



One question that we are sometimes asked is why we charge a fee for our advice when it is provided for "free" by other institutions. There are a number of reasons for this but primarily we believe that we should be paid for the advice we provide and not for the sale of a product. Furthermore, it should be absolutely clear how much we are paid and exactly what we are being paid for.

For example, if an advisor states that their advice is free, then this begs the question as to how they derive their income. The answer to which must be that it is taken from the charges made on the sale of the investment. Whilst this indirect method of payment may or may not prove to be more expensive than fees, we feel that the necessity to make a sale to generate income can present a major conflict of interest with providing truly, unbiased, bespoke advice.

For example, if we feel that for you it is appropriate to:

- Keep your funds in cash
- Invest in products that don't pay income to an advisor, such as National Savings
- Amend your investment strategy by simply altering the funds within an existing investment
- Reduce the level of insurances you hold or simply place a policy in trust

...we will say so.

"Advice" which is paid for through a product sale is unlikely to consider such options.

In addition, fee based charging should mean the adviser is under no pressure to hit product sales targets or do anything other than provide you with advice and recommendations. This is an issue that has been recognised by the Financial Services Authority. Their response has been to introduce regulations that are designed to ensure that the payment made to an advisor is agreed with the customer rather than being determined by what a product provider is prepared to pay to an advisor for the introduction of business. In particular, the payment of commission will shortly be banned. It will radically alter the business relationship between advisor and provider and help focus on the value of the services provided to you by each party; a move we fully support and the core principles of which underpin our client proposition.



For further details please contact
the Financial Services Team by emailing
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Jonathan Gater appointed to Panel of Deputies

Jonathan Gater has been the only solicitor in Berkshire to be appointed to the Office of the Public Guardian's Panel of Deputies.

A Deputy is a person who is appointed by the Court of Protection to manage the personal welfare or property and affairs of another person who lacks the mental capacity to do so themselves. All people applying to be appointed to the Office of the Public Guardian's Panel of Deputies must undergo a rigorous selection process.

The Court of Protection makes decisions in relation to the property & financial affairs and health & welfare of adults (and children in a few cases) who lack capacity. The Court also has the power to make declarations about whether someone has the capacity to make a particular decision.

As a Panel Deputy Jonathan Gater will be asked by the Court to take on difficult or disputed cases in order to protect the financial interests of vulnerable people.

Jonathan specialises in all aspects of estate and trust administration, lifetime estate planning and Court of Protection work. He also assists a number of his clients with the day to day management of their affairs acting both as Deputy and as an Attorney, under a Lasting or Enduring Power of Attorney. Jonathan is also a Professional Member of Solicitors for the Elderly and in 2002 he became the Under Sheriff of Berkshire.

Jonathan, who is a Partner in the Private Client team, said:

“ I am pleased to have been appointed to the Office of the Public Guardian's Panel of Deputies. Blandy & Blandy is one of a very few firms to have expertise in Court of Protection work and regularly deals with complex issues which require this specialist knowledge. ”

The Private Client team advises clients on estate tax planning in conjunction with the preparation of Wills and Trusts, administering estates when someone dies and dealing with elderly client issues such as Powers of Attorney and Court of Protection issues. The team also advises high net worth individuals on all aspects of their wealth and estate management and is particularly respected for dealing with complex issues that many firms do not have the expertise to handle.



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No More 'Good Will Hunting'

Blandy & Blandy offers standard fees and price transparency for Wills and Lasting Power of Attorney.

Blandy & Blandy now provides standard fees for its Wills and Lasting Powers of Attorney (LPA) services giving price transparency to clients before the Will or LPA drafting process has started.



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A Will is a document in which a person specifies how their estate should be managed and distributed after their death. A Will is important as it enables a person to select their heirs, to decide which individual could best serve as the executor of their estate, distribute assets and property fairly to the beneficiaries while protecting their interests. Having a Will also guards against unrelated third parties deciding what happens to your estate.

Blandy & Blandy's new standard fee structure means that a Basic Will will be charged at £150 and a Mirror Will, which is two identical Wills with a different name of the Testator, at £200 excluding VAT. A full price breakdown is available on Blandy & Blandy's website where clients can explore which Will and cost best suits their needs.

An LPA is a legal document which details how someone would like their financial or welfare decisions handled if they become incapable of doing so. An LPA can only be used once it is registered with the Office of the Public Guardian.

Our new standard fees structure means that a single, straightforward Lasting Power of Attorney is expected to be charged at £300 excluding VAT and a pair of Lasting Power of Attorney at £500 excluding VAT (a full price breakdown can be viewed on our website).

These prices are an indication of the likely cost to clients if their matter is straight forward. We will ensure that clients are aware of the likely cost before commencing work.

Graham Benwell, Partner and Head of the Private Client Team, commented:

“ **Creating a Will or Lasting Power of Attorney is vital for all members of the public, in order to ensure that future estate or welfare decisions are based on your wishes. Making a Will is important regardless of how many possessions or how much money you have as it will ensure that your estate is administered according to your instructions. Lasting Powers of Attorney are also vital documents as they ensure that decisions about your financial or welfare situation are taken by people that you trust to implement your wishes if you become incapable of doing so.** ”

We have introduced a menu of standard fees to increase price transparency before the Will or LPA drafting process has started, so that everyone feels they can engage a solicitor to draft these documents without the worry of undisclosed costs. ”



For further details please contact the Probate Team by emailing probate@blandy.co.uk

Toughening Up On Tribunals

Proposals seek to promote conciliation and early settlement.

On 20 April 2011 the consultation period closed on the Government's wide-ranging and potentially quite radical reforms to the employment tribunal system. We must now wait whilst the Government reflects on the responses received and develops firm amendments to the tribunal process.

The consultation included, amongst others, the following proposals:

1) Increasing the qualifying period for unfair dismissal claims

The Government has proposed increasing the minimum length of service for an employee to bring an unfair dismissal claim from 1 to 2 years. According to the Government this would result in approximately 3,700-4,700 less claims per year whilst stimulating the economy by "removing a barrier to job creation".

Critics highlight that few employers would be persuaded to hire merely on the basis they have a further year in which to dismiss without fear of facing an unfair dismissal allegation. Most consider 12 months is long enough to establish whether to dismiss. With a long service requirement, many claimants would instead focus their attention on spurious discrimination and whistle-blowing claims (as these have no qualifying service limits).

2) Fees, fines and deposits

A lot of attention has been drawn to the introduction of a fee based system whereby a claimant must pay to submit their claim, although the Government indicated this would be the focus of a separate consultation. The justification for a fee is to discourage weak and vexatious claims, but Unions have argued that a fee may deny access to justice for low-paid workers at a time when they may have no source of income. The level of fee would need significant consideration along with the further use of existing powers to order a claimant to pay a deposit of up to £500 (which itself may be increased to £1,000 under the proposals).

Of great concern to employers, particularly small employers, is the proposed introduction of a fine payable by the employer if a claimant is successful at a full Hearing. The fine would be additional to any damages awarded and would equate to 50% of the tribunal award (subject to a minimum of £100 and maximum of £5,000) and would be paid to the Exchequer.

3) Mediation and settlement offers

ACAS currently offers a voluntary pre-claim conciliation service to help parties resolve disputes early. Statistics suggest it is relatively successful, although rarely used. The consultation encourages conciliation by requiring a claimant



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to submit details of their claim to ACAS. There would then be a one month period in which the parties could engage in conciliation, during which the time limit for submitting a full claim to the tribunal would be put on hold. The change would undoubtedly decrease the number of claims going to tribunal but may increase the costs as ACAS resources would have to be bolstered to cope with the increased workload.

In his Review of Civil Litigation Costs, Jackson LJ highlighted there is less incentive to accept a reasonable offer in an Employment Tribunal claim than in the civil courts. This is because there is no equivalent to a "Part 36 offer", whereby a party that fails to better a settlement offer is at risk of having to pay the other party's costs. The consultation suggests penalties (in the form of an uplift or reduction in any compensation awarded) could be introduced for failing to accept reasonable offers. Penalties could also point towards vexatious or unreasonable action triggering a costs award.

On the whole, the reforms will be welcomed by employers as the majority seek to make it more difficult for employees to submit and/or pursue weak claims. If all the proposals were to be implemented we would see quite a dramatic change in how parties pursue and defend claims. Various proposals look to front load the system by requiring the parties to enter conciliation and provide information (eg. a statement of loss) at an earlier stage thereby helping to reduce the number of hearings. Much more emphasis would be placed on settling claims and parties would have to be much more realistic about the strengths and weaknesses of their cases.



For further details please contact
the Employment Team by emailing
employment@blandy.co.uk

Blandy & Blandy in the community

As one of the Thames Valley's leading law firms we are committed to acting responsibly. Our Corporate Responsibility policy covers:

- Environment
- Charities and Fundraising
- Volunteering

Environment

We understand that we have a responsibility to protect the natural environment for future generations. We take this responsibility very seriously as a business.

We have had an environmental policy in place since 2008 and have taken steps to reduce our environmental impact.

In 2010 we engaged the services of The Carbon Trust to assess our carbon emissions. These results have been obtained from the energy consumption used within our offices and our business transport activities.

We received a grading of one star and we are now working towards achieving a two star rating by reducing our carbon footprint by 5% year on year.

We are a member of the LSA, an inclusive movement of law firms and organisations committed to working collaboratively to take action on climate change by reducing their carbon footprint and adopting environmentally sustainable practices.

Volunteering

Our involvement in the community is varied and includes actively supporting community and voluntary sector organisations.

The firm is a member of Connect Reading, the business community partnership for the Greater Reading area.

Connect Reading is a unique collaboration of commercial, public and voluntary sector, in the Greater Reading area, whose core objective is to find innovative solutions to some of the challenging socio-economic issues facing Reading today.

Charities and Fundraising

Our commitment to the local area is borne out by the fact we support local and regional charities.

In 2010 staff nominated two local charities to support and raise funds for over the next two years. The nominated charities are Duchess of Kent House Charity (DoKHC), a Berkshire based charity which provides fundraising support for the specialist palliative care services available at DoKHC and Alexander Devine Children's Hospice Service (Alexander Devine) who are working to build a children's hospice in Berkshire to help families with children who have life limiting conditions. Our aim is to raise £4000 to donate to our nominated charities.

Some of our recent activities have included:

- **'Make a Will Fortnight'**. Make a Will Fortnight is a two week period in which a group of law firms, including Blandy & Blandy, agreed to draw up standard Wills for free in return for a donation to the Duchess of Kent House Charity.
- **'A Night at the Dogs'**. The Support department used an interactive DVD to simulate being at the racing tracks. The firm received donations from local businesses which were given as prizes on the night. These include: a massage donated by Reading beauty salon The H Room; a day at the races by Newbury Race Course; a meal for two at the Penta Hotel in Reading; VIP match day tickets given by Reading Football Club; a printer/scanner courtesy of Frasers Office Supplies and champagne donated by Majestic Wines, also in Reading.
- **'Come Dine with Property'**. The Property and Planning team hosted a staff lunch which included food from around the world.
- **'Bake-off and Home Produce Sale'**. The Family and Financial Services teams organised a staff Baking competition. The outright winner was the firm's Senior Partner Simon Dimmick. The Family team showed their crafty side by selling a variety of home produced goodies including greeting cards, homemade jams and wine and craft items.



Blandy & Blandy announces Partner promotion

In January we were delighted to announce the promotion of Katja Wigham to Partner in the Property department.

Katja qualified in 1999 having trained at Davies Arnold Cooper in the City. She joined Morgan Cole in October 1999 where she was an Assistant Solicitor in their Commercial Property department until November 2003 when she joined Blandy & Blandy.

Katja has extensive experience in all aspects of commercial property law including commercial freehold and leasehold premises. She undertakes many of the more complex and high value commercial sales and acquisitions, leases, development work and secured lending in the department. She also deals with property matters for various schools, charities and trusts.



Make a date...

- Independent Schools Seminar 'Maximising your Property' **10 October 2011** St Mary's Catholic School, Ascot
- Employment Law Update **18 October 2011** Central Reading

Enquires and booking If you would like further information on any of these events or would like to book a place please email: events@blandy.co.uk



New member for Employment Team



Aidan McGuire joined the firm's expanding Employment team in January 2011. He joined us from a Newcastle based law firm where he gained

experience working with a wide range of clients from high net worth individuals to SMEs, PLCs and Public Authorities.

Aidan's expertise includes all aspects of contentious and non-contentious employment work for his clients. He has advocacy experience in representing both Respondent and Claimant clients and in drafting employment policies and contracts for company clients. He also has extensive experience in advising corporate clients concerning redundancy, disciplinary, and grievance procedures.

New hire to Family Team



Siobhan Baillie joined the firm's Family team as a Solicitor on 1 August. Siobhan joined from Pitmans where she was a Solicitor. She has a wealth of expertise which

includes all aspects within the family law field and has experience in all aspects of divorce, ancillary relief, cohabitation disputes, domestic violence applications and private law children matters, which includes leave to remove from the jurisdiction.

Andrew Don, head of the Family team, said: "We are very pleased to welcome Siobhan to the Family team. Siobhan has a wealth of experience across the whole spectrum of family law which we are confident will greatly assist the team as we serve our current clients and look to expand throughout 2011."

New Appointments

We are very pleased that we have been able to retain two of our three trainee solicitors who will be qualifying this September. They are Emma Mulhern and Chris Wilson.



Emma Mulhern



Chris Wilson

New Trainees

The firm is delighted to announce that Jannicke Brar, Caroline Brady and Vicky Charlesson will join as Trainee Solicitors in September this year, qualifying in September 2013.

Contact details for all our solicitors are available through our website www.blandy.co.uk or by telephone on 0118 951 6800
Blandy & Blandy LLP, One Friar Street, Reading, Berkshire RG1 1DA

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A list of Members may be inspected at our Registered Office. "Partner" denotes a Member or a senior Employee of Blandy & Blandy LLP.



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