

Issue 6 July 2014

US Attorney joins Warner Goodman Commercial

Unless you use our commercial department for your international commercial legal work, you may be unaware that it is a major part of our commercial practice, with no sign of slowing down. It is for this reason that Jonathan Strassberg, a US, Scottish and UK joint qualified lawyer, has joined the team to help continue this expansion of our international caseload.

After graduating from law school in New York City, Jonathan worked as a Commercial Litigator in New York City and Chicago and later owned and managed a property development company in New Jersey.

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Jonathan Strassberg

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TTIP places UK companies at the centre of cross-Atlantic Trade

On 23 May of this year, The United States and the EU concluded the fifth round of negotiations for the much anticipated Transatlantic Trade and Investment Partnership ("T-TIP"). When this free trade agreement is concluded, as it is hoped to be in 2015, the resulting trade partnership will be the largest in world history, with both sides already accounting for nearly half of global GDP and 30% of global exports.

Jonathan Strassberg, Solicitor and US Attorney at Law for Warner Goodman Commercial, explains how the UK is uniquely positioned to gain substantially from the resulting increase in trade.

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Overseas Trade Seminar Announcement

Warner Goodman Commercial is pleased to announce a forthcoming seminar on "Doing Business Abroad", an evening of presentations in Southampton for SMEs interested in trading, expanding or operating overseas.

By some estimates, the decision to trade internationally can result in profit and income increases of over 20%.

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Landlord's address for service

At Warner Goodman Commercial we are often asked what address the landlord must supply to its tenant of rented residential property. Landlords might not want their tenants to contact them direct, particularly when they are using agents to manage their property. Helen Porter, Warner Goodman's residential landlord and tenant property litigation solicitor provides clarity on this legal issue.

The starting point is with Section 48 of the Landlord and Tenant Act 1987 which makes it a legal requirement for the landlord to provide to its tenant **an** address in England and Wales at which notices can be served by the tenant. The wording is quite clear and can include the landlord's agent's address. This will usually be provided for in the tenancy agreement.

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



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Recent case could change the face of holiday pay for commission based workers

A recent opinion given by the Advocate General (AG) regarding commission in holiday pay calculations could have far-reaching consequences for many businesses and their workers if accepted by the European Court of Justice (ECJ). Howard Robson, Employment Partner at Warner Goodman Commercial, reviews the case in which the opinion was delivered, Lock v British Gas Trading Limited, and advises how employers can prepare for the future.

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

New Consumer Contract Regulations – what are the implications for business?

Torion Bowles, Solicitor within the Commercial Litigation and Dispute Resolution Team at Warner Goodman Commercial, examines the impact of the new Consumer Contract Regulations on traders and their businesses.

Since 13 June 2014, contracts between traders and consumers concluded at a distance, off or on premises have been subject to the new Consumer Contract (Information, Cancellation and additional Charges) Regulations 2013 (“the new regulations”).

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Exclusion of Liability in Contracts

Commercial parties to a contract will always be concerned about any exclusion of liability contained in the contracts they enter into. The service or goods provider will be concerned about the liability they may incur in fulfilling their obligations under the contract, whilst the recipient of said services or goods will be concerned as to what extent their right to recover any loss suffered under the contract is restricted.

Arezou Seyed-Rezai, Trainee Solicitor for Warner Goodman Commercial, here explains the reasons behind exclusion clauses and reviews recent case law.

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



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In brief...

- Validity of electronic signatures
- ICO consultation on CCTV code of practice
- New consumer protection guidance issued by the CMA for the lettings industry
- The Lease has been disclaimed: The Landlord is liable to pay the rates
- Apple Inc secure trademark for their shop layout

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