Vol TWO // Autumn 2010

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Upfront

What's in this issue

Welcome to the second edition of Upfront. We received lots of comments about the first edition, all of them favourable I am happy to say. Do please continue to let us have your comments, ideas and suggestions for improvements for future issues.

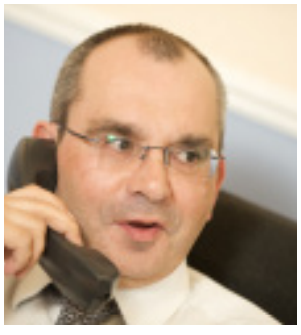
Following the Comprehensive Spending Review, the next 12 months are bound to be challenging for all businesses whether in the public or private sector.

There has never been a greater need for pro-active specialist legal advice to protect your business. Terms and Conditions need to be carefully drawn up to protect your business as far as it is possible in case customers either decide not to pay or are simply unable to pay. If, for business reasons, it becomes necessary to take on temporary staff or make staff redundant you need to ensure that all the relevant rules and procedures are properly complied with in order to avoid claims. If customers are slow to pay or raise disputes to delay the need for payment, you need a team that knows how to deal with the issues and to get results.

Quite often the right legal advice at the right time can save a great deal of time and money in the long run.

Whatever the issues, our specialist teams are available and will be happy to talk to you about how we can help you and your business.

John Barker



business

CLEAR DRAG-ALONG CLAUSE IS BINDING

Getting into business is easy. Getting out of business is often where the real problems start. That is why it makes sense to have a partnership agreement (or a shareholders' agreement if the business is a company) in place from day one.

A shareholders' agreement will normally have a 'drag-along' clause, which requires the other shareholder(s) to sell their shares to a third party wishing to acquire the whole of the business when a majority of the shareholders agree.

The decisions of the courts in cases concerning such clauses have resulted in their enforceability coming under question, but a recent case has provided relief for shareholders who may wish to rely on a drag-along clause.

It involved the owner-manager of a company who wished to acquire another company. He did not have sufficient funds to do so, so sought assistance from a private investor. They formed a new holding company for the purpose of buying out the target and the target was purchased. The two men created a shareholders' agreement, which provided that in certain circumstances the investor could require the owner-manager to acquire his shares and, if he failed to do so, the investor could sell them to a third party.

"shareholder(s) to sell their shares to a third party wishing to acquire the whole of the business"

The stipulated circumstances occurred and the investor sought to invoke the disposal of his shares under the drag-along clause. The owner-manager attempted to resist the transfer of the shares. However, because the drag-along clause was very tightly worded, it was straightforward for the court to conclude that it had been complied with in full.

Such clauses should always be worded in clear and unequivocal language, so that there is no room for doubt as to whether or not the conditions that trigger the drag-along clause have been met.

For further advice
Pauline Rigby
pauline.rigby@forbessolicitors.co.uk
Tel: 01254 54374

"HOWS THAT?"

AVOID GETTING CAUGHT OUT BY THE BRIBERY ACT

The allegations this year surrounding several Pakistani cricketers for accepting bribes to "throw" (or in their case not throw!) games is a stern and useful reminder to both individuals and businesses that offering or accepting a reward for the improper performance of a persons work activities is not only viewed as morally wrong, but from March 2011 will also be much more heavily enforced with the brand new Bribery Act 2010 coming into force.

The new Act will abolish the current law on bribery in its fragmented and inconsistent state, and aims to provide greater certainty and consistency by creating several bribery offences in just one piece of legislation. In a radical change, the Act will not only apply to individuals, but also to commercial organisations (whether public or private), and it is therefore of crucial importance for all businesses to be aware of the Act and its implications.

Four new offences are created by the Act which include the "Bribing another person" (the Active Offence), "Being bribed" (the Passive Offence), "Bribing a foreign public official (the Discrete Offence) and most importantly for businesses, "Failing to prevent Bribery" (the Corporate Offence). Under the new law a business can be guilty of the Corporate Offence, regardless of its knowledge and involvement, if an employee or person associated with the business bribes another. The penalty for failing to prevent such an Act will be a hefty fine, and in some cases may even lead to imprisonment of senior officers and debarment from entering into all public sector contracts within the EU.

There is however an important lifeline for a business if it can prove it has put into place "Adequate Procedures" to avoid bribery taking place. Under the Act, the Government is obliged to provide guidance as to what steps should be taken by a business to avoid liability, but as this guidance is not expected until at least January 2011, just 3 months before the Act comes into full force, it appears that action should be taken sooner rather than later. Parliament has provided examples of the steps which should be considered and include having a designated bribery officer, adopting a clear, comprehensive and effective "anti-bribery" policy, ensuring all employee contracts contain penalties for engaging in bribery, carrying out appropriate due diligence on all people associated with the business and providing a whistle-blowing facility for staff to raise concerns in a confidential manner.

A business may also want to consider how it negotiates future contracts as corporate hospitality could potentially fall within the bribery offence if it is lavish and extraordinary.

Specialist advice is needed for businesses to ensure they get their contracts and workplace policies right so as to avoid potential liability under the Act.

"accepting a reward for the improper performance of a persons work activities is not only viewed as morally wrong, but from March 2011 will also be much more heavily enforced"

For further advice
Daniel Milnes
daniel.milnes@forbessolicitors.co.uk
Tel: 01254 54374

employed

WHAT THE EQUALITY ACT 2010 MEANS TO YOU

Despite the recent uncertainty following the election held earlier this year, the Equality Act took effect from the beginning of October 2010.

By way of summary, the Equality Act covers the same groups that were protected by the existing equality legislation. However, the previous legislation, which was contained in 117 different sets of Acts of Parliament or regulations has been replaced by a new Act. The idea behind this is that it harmonises the relevant legislation with a view to ensuring consistency so that an employer and employee know exactly what is needed to make the workplace a fairer environment.

The protection afforded now relates to people who possess a "protected characteristic". These include age, disability, gender reassignment, race, religion or belief, sexual orientation, marriage and civil partnership and pregnancy and maternity, as was the situation before. However, the Act also extends some protection to characteristics that were not previously covered and also strengthens particular aspects of equality law. By way of example, although discrimination by association already applied to race, religion or belief and sexual orientation, it has now been expressly extended to cover age, disability, gender reassignment and sex. This is a type of discrimination where somebody is subjected to a detriment because they associate with another person who possesses a particular protected characteristic.

In addition, the provisions in connection with discrimination by perception have also been extended. They now cover disability, gender reassignment and sex. This is where direct discrimination takes place against an individual because others think that they possess a particular protected characteristic. It applies even if that person does not actually possess that characteristic. A claim exists in the event that they are subjected to a detriment because of the belief or perception that they do.

In addition, indirect discrimination has been extended to cover disability and gender reassignment. Indirect discrimination could occur when an employer has a condition, rule, policy or practice in its business that applies to everyone. However, the implementation of that condition etc. may particularly disadvantage people who share one of the protected characteristics that are now subject to protection. Employers should be aware that indirect discrimination can be justified if they can show that the employer is reasonably managing the business in all the circumstances. The actual test is that the employer is using a proportionate means of achieving a legitimate aim. This is extremely complex, and a full evaluation of each individual set of circumstances should be undertaken.

The Equality Act also extends protection in connection with harassment, and even harassment by third parties along with victimisation. Employers should be aware that the obligations placed upon them have now become more onerous. It is extremely important that employers understand the obligations that are now placed upon them in order to avoid potential claims.

The legislation is extremely extensive. It consists of 218 individual sections and 28 schedules. The printed version is over 250 pages long. Also, lengthy additional guidance documents exist. With this in mind, I would advise all employers to make adequate enquiries in connection with the impact of this legislation on their existing business practices.

For further advice
Peter Byrne
peter.byrne@forbessolicitors.co.uk
Tel: 01254 54374

This is where direct discrimination takes place against an individual because others think that they possess a particular protected characteristic.

property

EASE-Y TO FORGET

The recent case of *Lester & Hardy v Woodgate & Woodgate [2010] EWCA Civ 919* highlights the importance of making sure that a right over someone else's land, such as a right of way (known as an 'easement') does not lapse through disuse.

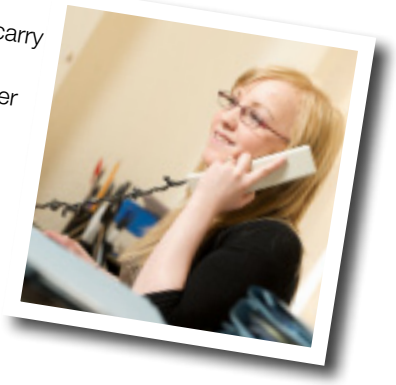
The facts of the case involved neighbours. One neighbour had been granted an easement in 1980 which permitted access to a pathway that ran along a strip of land owned by the other neighbour.

By 1999 the strip of land was being used for car parking, the landowner had removed most of the pathway and resurfaced the area. The neighbour who had the benefit of the easement did not object to the works being carried out.

When both properties came to be sold, the new owners of the land with the benefit of the easement sought an injunction to have their access to the pathway reinstated and to prevent the car parking. The action failed as the previous owners had not done anything to prevent the owner of the land from breaching the terms of the easement over a long period of time. It was held that the easement, despite being contained in the deeds, was no longer enforceable.

The fact that the neighbour had stood by and allowed the landowner to carry out works and prevent the use of the easement meant that the right was considered to have lapsed. The court decided that it would be unfair (under a legal principle called 'estoppel') for a later owner to rely on a right which their predecessors had failed to enforce.

It is important to know what rights are attached to land and to ensure that these are enforced otherwise, following this ruling, rights may be lost.



For further advice
Adam Bromley
Email: adam.bromley@forbessolicitors.co.uk
Tel no: 01254 54374

"It is important to know what rights are attached to land and to ensure that these are enforced otherwise, following this ruling, rights may be lost"

TAKE NOTICE

In the current climate tenants are requesting more frequent break clauses giving them the opportunity to walk away from a lease part way through an agreed term.

A landlord will often want to resist early termination particularly given that good tenants are hard to replace. This means that if the landlord can challenge the validity of a break notice then, in a difficult market, the landlord will do so.

A number of recent cases have highlighted the importance of a tenant getting a break notice right in order to exercise the break option. Consider the following:

Mr Brick owns a commercial property. He leases it to Mrs Cement for a term of 5 years. The lease is between Brick Limited (Mr Brick's Company) (the landlord) and Mrs Cement (the tenant). The lease contains a tenant's break option exercisable at any time on not less than 12 months' written notice to be served by the tenant on the landlord by registered post.

Mrs Cement writes to Mr Brick at his home address by ordinary post wanting to break the lease in 6 months time from the date of her letter.

Is the notice served valid? The short answer is no and the following will answer why….

1. IDENTITY OF THE LANDLORD AND TENANT

In the above scenario the Landlord is Brick Limited therefore Mrs Cement should have served the notice on Brick Limited at either its registered address or at the address specified in the provision of the lease. Mistakes can easily be made, read the lease carefully and always check whether companies have changed their address by checking current addresses with Companies House.

2. TIMING

Timing in break options is everything. Mrs Cement has not served the 12 months' written notice on Brick Limited as is set out in the lease. Make sure you leave plenty of time to draft and serve the break notice. Most importantly check that you have read and understood the break clause to see if there are specified times for the earliest day of service as well as the last day of service. Notices will not be valid if they are served too early or too late.

3. CHECK THE METHOD OF SERVICE

The lease between Brick Limited and Mrs Cement specified that any notice had to be served by registered post. By sending the notice by ordinary post the notice is not valid and Mr Brick does not have to accept it. Always keep evidence as to the method of posting and consider asking a landlord to acknowledge receipt. The provision relating to services of notices may not necessarily be in the break clause so make sure you have read the whole lease.

4. CHECK THE BREAK CLAUSE

Tenants should be wary of any financial penalties which become payable in the exercise of a break option and also of break options which impose a condition that there has been no breach of any covenant contained in the lease. Such a condition may prevent the tenant from exercising the break option, no matter how trivial the breach.

For further advice
Hannah Moody
Email: hannah.moody@forbessolicitors.co.uk
Tel: 01254 54374

The Lancashire Business Survey 2010

STATE OF THE COUNTY

Forbes was one of the co-sponsors of The Lancashire Business Survey 2010 which was undertaken by Downtown in Business. The survey, now in its third year, offers a barometer of where leading Lancashire businesses are at, both in terms of their own internal performances; and also in their outlook on the current economic and political climate.

The results make interesting reading and were revealed at an event held at The Invincibles Lounge at Preston North End, our Head of Business Law Daniel Milnes presented some of the key findings and discussed issues which the survey had raised for local businesses.

KEY SUMMARY

Over 100 companies took part in the survey and represented nine defined sectors (agricultural, building and construction, finance, food and drink, leisure, manufacturing, retail, services and technology). In a change from last year's figures, the best represented sector was 'services', with building and construction coming in second.

Daniel Milnes presented some of the key findings and discussed issues which the survey had raised for local businesses.

THE STATE OF THINGS

Only 7% reported reduced sales
33% reported 50-100% increase in sales
88% reported increased profits
72% were confident about making a major investment in the next year

PEOPLE

34% have seen reduced numbers in staff
28% have recruited more
46% expect to increase staff next year
Lack of skills was highlighted as the biggest obstacle when recruiting staff
76% had maintained or increased their training spend

GOVERNMENT

57% think the coalition is good for business
64% think the main priority for the new government is improving the budget deficit
However
72% disagreed with the abolition of the NWDA
63% back tax breaks and business support
69% say no to a NI increase

ADVICE

74% are aware of the funding help available through Business Link NW
83% are using Lancashire-based advisers and 88% think these are as good as Manchester based advisers

MONEY

Cashflow and funding were the big issues
50% are investing their own money
22% had used a bank loan / overdraft as a funding source
14% had used grants
5% used private investors or venture capital

LANCASHIRE'S PLUSES

26% thought the most positive connotations of Lancashire as a business location were urban centres
16% thought it was the rural environment close by
13% that it's in the middle of the UK
12% the work / life balance
12% low cost space

REDTAPE AND PLANNING

86% suffered from increased red tape and regulation
89% reported compliance and advice costs from new legislation
75% say other authorities should support the Tithebarn project
86% say a major retail / commercial centre in Preston would not damage the East Lancashire Economy

Daniel Milnes believes part of the reason behind the confident outcome of the study could be that the effect of the recession has been to take away those businesses most vulnerable to the downturn creating opportunities for others. He believes those which have been left behind must start to look beyond the obvious sources of support to drive their growth, and believes one answer to their funding problems could be regionally managed venture capital. Investment of that sort had only figured with 5% of respondents.

Daniel comments, "The survey showed that 14% of companies had got money from government grant funding and you have to wonder whether that will be anymore in the future, so venture capital and other similar funding methods could be the way forward."

To download a copy of the full survey, go to www.downtownpreston.com/event/2010/18

disputed

DERIVATIVE CLAIMS – AN UPDATE

Forbes ran a series of seminars when the Companies Act 2006 came into force and one of the topics that was covered was 'derivative claims'. The aim of this article is to examine how the new rules contained in sections 260 to 264 of the Act relating to derivative claims have operated in practice since 2006.

Many private companies have ended up with minority shareholders, whether by accident or design, who play a greater or lesser role in the business. As with all personal relationships these can prove a fertile ground for disputes, and this can lead to litigation.

But what of the minority shareholder who believes that the company has a claim to bring against the majority, but is outvoted? They have one remedy in a 'derivative action'. By a derivative action the minority shareholder can bring a claim in the name of the company against the majority, and this normally (though not always) relates to a business opportunity that the majority shareholder has diverted from the company to another company he owns, or the sale of a valuable asset at an undervalue.

In the same way as under the pre 2006 Act rules, the permission of the Court is still required to start and continue with a derivative claim. At the time the new rules were brought in we speculated that the 'bar' to bringing derivative claims had been lowered by the removal of the need to prove fraud, and there was uncertainty how the rules in sections 260 to 264 would interact with the new director's duties set out in Section 172. Since then there have been a number of cases on the decision making process the Court will undertake in deciding whether to give permission to a minority shareholder to continue with a derivative claim, and some clear guidelines are emerging.

Under the new Act I have seen 11 cases reported, which is an increase on the number of reported cases in the same period before the Act. This could mean one of three things; first it could be lawyers regard such claims as more likely to succeed so are more inclined to advise clients to bring them, second that minority shareholders are more inclined to 'have a go' at such claims, or third that the publicity in the legal profession at the time of the 2006 Act changes has made lawyers more aware of the remedies available.

One of the central issues that the Court has to consider is whether the minority shareholder has an alternative remedy, such as an action under Section 994 of the 2006 Act for 'unfair prejudice' in the conduct of the company's affairs. However, in all of the cases reported so far there has also been a detailed analysis of the factors the Court would expect the directors to take into account, in exercise of his or her duties under Section 172, in deciding whether to continue with litigation of the type contemplated in the derivative claim.

Many private companies have ended up with minority shareholders, whether by accident or design, who play a greater or lesser role in the business.

In reaching the decision to litigate a claim, or not, the Courts have identified the main factors a director acting in accordance with Section 172 would consider as follows:-

a) the prospects of success
b) the ability to make a recovery
c) the disruption that would be caused to the development of the company's business by the diversion of resources to the proposed proceedings
d) the cost of the proceedings including the cost of losing
e) the damage to the company's reputation and business if the claim failed

The most recent case in which judgment was handed down in June of this year concerned interest free loans made by the company to another company which the majority shareholder owned and controlled, and whether a derivative claim could be brought to recover interest and the money lent. The Judge in that case allowed the claim to continue after he had reviewed the statutory rules and the case law because he found that this was a case in respect of which it could not be said that no reasonable director would continue with it, especially bearing in mind the size of the claim, until at least disclosure had been given and he was prepared to allow the claim to proceed in the company's name at least that far.

This shows that while the Courts feel unable to substitute their own judgment as to what a director should do in a given situation, it is only where they can say that no reasonable director would proceed with the claim that the claim will be halted, and throw the minority shareholder back on his remedy under Section 994. One of the drawbacks of a shareholder pursuing such a remedy is that he will not get an indemnity as to legal costs from the company as he would when bringing a derivative action.

For further advice
Robin Stephens
robin.stephens@forbessolicitors.co.uk
Tel: 01254 54374

Know your customer

It is not often that cases dealing with debt recovery reach the Court of Appeal, but on 15 June 2010 Judgment was handed down in one such case which serves as a useful reminder of the importance of taking steps to identify who you are selling to.

The case concerned a fruit and vegetable supplier. They took an order from a chef at an Inn and commenced supplying produce. Although they sent a credit application form to the Inn it was not completed and not chased by the supplier.

Produce was not paid for, so the supplier commenced proceedings. The Inn was run by a company, but by that time the company was insolvent, so the supplier sued the company owner/director. The supplier argued that because the owner of the company had taken no steps to notify the supplier that they were a company she could not hide behind the limited liability.

The Court of Appeal disagreed. They decided that the supplier knew that the chef was acting on behalf of his employer, but because they had not confirmed the identity of the employer, they took the risk of not knowing who they were contracting with. They were therefore unable to recover from the owner.

Identifying who you are selling to is not always as straightforward as it seems, but is crucial. Having the correct name of your customer makes a successful recovery more likely. A sample credit application form which will capture this information is available to be downloaded free of charge on our website. If you require further information on steps you can take to make a successful recovery of debt more likely, such as by your trading terms or a personal guarantee, then please speak to one of our team.

For further advice
Alison Nelson
alison.nelson@forbessolicitors.co.uk
Tel: 01254 54374

personal matters

WHAT WOULD HAPPEN TO MY BUSINESS ASSETS SHOULD I GET DIVORCED?

It is absolutely vital that you get the correct advice at the very beginning of the case to ensure whatever settlement you reach with your spouse encompasses all assets, and ensures that you are free in the future to carry on your business without the potential for interference by your ex!

Very often, the spouse is "involved" in the business in some way, either on paper or actually working within the business. In a company for example, the spouse may be a shareholder and/or Director and/or Employee. What are their rights?

Great care must be taken if your spouse is employed in your business in some capacity. Bringing your personal life in to the work place can very often lead to dangerous waters of constructive dismissal.

It is important to follow correct procedures if your spouse is, for example, off work for lengthy periods because of "stress" resulting from the breakdown of the relationship.

The Court does have the power to order transfers of property, including shares from one party to another. In some cases the Court has effectively forced the sale or restructuring of a business in order to fund cash settlements.

If you are a sole trader, what are your spouse's rights? Does it make a difference if you are not married but living with someone?

The length of your marriage and other factors can affect the Court's decision about dividing up all of the family assets, although it should be pointed out that the law relating to Cohabitees (i.e. non-married partners) is different.

It is also essential to review any Wills you may have written as soon as your circumstances change.

Our advice?

Every case is very different, plan ahead and make decisions after receiving advice about the most appropriate and economic way forward.

DO I NEED A PRE-NUPTIAL AGREEMENT?

Following a landmark ruling, it is now more important than ever for business owners or those with substantial assets to consider taking out a pre-nuptial agreement.

Although pre-nuptial agreements aren't binding in English Law the decision by the Supreme Court in the case of Ms Radmacher and Mr Granatino highlights the consideration being given by the Courts towards pre-nuptial agreements and the greater importance that is being placed on them. Mr Grantino had his divorce settlement slashed from more than £5m to £1m by appeal judges based on the pre-nuptial agreement he had signed.

In this case Ms Radmacher and Mr Granatino entered into a pre-nuptial agreement in 1998. Mr Granatino had stated in the agreement that should they split he would not claim on her fortune, which she had built up as an heiress of a successful paper company.

However Mr Granatino went back on his word and was initially awarded £5.85million, before having this cut to £1m by the Court.

It may not be romantic but couples should consider making a pre-nuptial agreement as part of their wedding plans. Couples can seek to regulate their business assets, property and financial arrangements by entering into a properly executed pre-nuptial agreement. It is essential that independent legal advice is sought before entering into such an agreement and it is always necessary to provide full and frank financial disclosure.

For further advice
Dawn Baker
dawn.baker@forbessolicitors.co.uk
Tel: 01772 220022

A DAY in the life

Name:
Daniel Milnes

Position:
Partner and Head of Business Law

What does your job involve?
The job is all about helping clients deal with a whole range of business law issues by providing advice and working on documents. The mix of work between commercial, corporate and intellectual property we handle is different every time and some practice areas are evolving from week to week so keeping up to date is always important.

What is the first thing you do when you get into the office?
Get a coffee and check in with the rest of the team to see what we have coming up that day.

What is your favourite part of your job?
Two things: being a part of a solution that benefits a client's business and training and coaching colleagues within the firm.

If you weren't a Solicitor, what would you be?
Since guitar stardom isn't a realistic plan, probably something in training or education.

What do you do when you're not in the office?
Balance working from home with being ordered around by my three-year-old daughter.

Forbes gets moving

Following the success of last year's event Forbes once again sponsored the Preston on the Move festival, with over 40 members of the firm taking part in the workplace challenge running event.

Preston on the Move is an eight day festival run yearly and includes a host of sporting and cultural activities in and around Preston city centre. The event began with a cycle cross on Avenham Park and finished with Run Preston, which saw over 1,500 competitors take part.

Forbes even picked up a couple of prizes in the workplace challenge when the Forbes Accrington team won the fastest mixed team race and the 'Wednesday Night Wrigglers' won the female team race.

on the sofa

DAMIAN BROUGHTON, MANAGING DIRECTOR OF DANBRO (ACCOUNTING SOLUTIONS FOR CONTRACTORS) MET UP WITH HELEN GORRELL TO DISCUSS THE BUSINESS AND WHAT HE SEES FOR THE FUTURE.

Can you give me a brief history of how Danbro started?

The impetus for setting up Danbro was getting made redundant from a Financial Directors position. Obviously I didn't like that feeling, my wife and I had always thought about setting up our own company, so we did.

I started working with some of the contractors from my previous role and provided help with their accounting needs. We decided to continue to do that and set up our own business to give accounting advice and a basic accounting service to the sector. The business was set up in 1999. We placed an advert in a magazine for the trade and in the first 6 months we got 6 clients, so it was a slow start. In 2002 I came into the business full time because of the number of clients we had taken on and in 2003 we won an award for the use of the software that we were utilising.

The business grew from there and in 2005 we managed to become finalists for Small Firm of the Year with Accountancy Age Magazine and moved to new offices on Whitehills Business Park to enable us to take on more staff. We then did our first acquisition when we acquired a small accountancy practice with about 125 clients from a company on the South coast of England.

We continued to grow, mainly through providing outstanding customer service, and through word of mouth. We were also becoming recognised in the recruitment agency world as being a good accountancy source that recruitment consultants could recommend to their contractors or freelancers. They could happily recommend us because we provided accountancy advice in layman's terms and always focused on good customer service. If we don't know the answer to a question we would hold our hands up and say that we weren't sure but we will find out for you. People like that approach, they don't like any lack of communication. We want to communicate with our clients as much as we can, so we do that via email, telephone, newsletters, flyers etc.

So you offer accounting solutions to contractors, but what sort of services does that include?

That includes preparing accounts, looking after their payroll, doing VAT returns for them, producing corporation computations and corporation tax returns for the companies. Mainly we look after contractors who have their own limited company. Having said that we do have some traditional clients like travel agents, taxi drivers, painters and decorators although 90 – 95% of our clients are contractors or freelancers.

Throughout the recession you have continued to be successful and picked up numerous awards along the way, what do you think has been key to that success?

I think the key is providing good customer service and being up to date with changes in legislation and proposed changes in legislation of course. In this market place there has been a lot of legislation that has affected it and that's been good for us because clients have asked us for advice.
Also the freelance market place is a very close community so if you do provide a good service it soon gets around so a lot of client recommendations have helped.

Is most of your business from the local area?

No. We have contractors all over the Country and we have just managed to get an AUG license so that we can start operating in Germany. At the moment we have about 30 or 40 contractors who are operating in Germany and we expect that to continue to grow.

How has Forbes helped your success and why do you choose to use us for your legal advice?

Forbes has helped us by making sure that we are compliant on the contracts of employment that we are giving to all the contractor clients. They have also helped us with the acquisitions that we have made. Legal due diligence has been key to making sure that we ask the right questions for the company that we are acquiring. Forbes has also helped us with TUPE rules when bringing on employees from companies that we are acquiring. At the beginning of this year we were considering a big acquisition but we backed out because we were uncomfortable with the risks that were presented with the new company and we wouldn't have known about those risks without the help of Forbes.

Finally, what do you see for the future of Danbro?

I see it continuing to grow and continuing to look for more acquisitions. We see the market place expanding. With the restraints of the UK economy at the moment, UK Plc's are going to want the flexibility of having a flexible workforce more than a permanent workforce. We are going to be there to help people moving from full time employment into a more flexible way of working.

The business grew from there and in 2005 we managed to become finalists for Small Firm of the Year with Accountancy Age Magazine and moved to new offices on Whitehills Business Park to enable us to take on more staff.

forbessolicitors.
with you every step of the way

For legal advice that is straight to the point:

Blackburn Office t: 01254 54374
Preston Office t: 01772 220022
www.forbessolicitors.co.uk