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Battle of forms: do your terms and conditions apply to your contracts?

Two companies who went to court in an argument over whose terms and conditions applied to a contract between them, have both lost out. Steve Grant, Head of the Commercial Team, explains more about the case here, and why the High Court decided that neither company had a leg to stand on in their dispute over the supply of rubber gaskets.

The dispute arose between Transformers & Rectifiers Ltd and Needs Ltd. Needs argued that its terms and conditions applied to the sale of the gaskets, so that its liability for breach was limited to the contract sum, but Transformers & Rectifiers said that its terms and conditions applied because they were printed on the back of the purchase orders.

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Holiday Year Hassle

Does your holiday entitlement year run from 1 April – 31 March? If so, does your employment contract state that your employees' paid annual leave entitlement is "20 day's holiday plus bank holidays"? If the answer is another "yes" you need to ensure your business is prepared for the upcoming shift in Easter holiday dates. Sarah Whitmore, Employment Partner, explains how the dates will impact your holiday year and what steps you should consider to avoid your employees losing part of their holiday entitlement, and you being at risk of breach on contract claims.

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Scrabble Trademark not infringed by Scramble with Friends Online App

Torion Bowles of our Commercial Litigation and Dispute Resolution Team takes a look at the recent Court of Appeal decision where it was found that Mattel's Community Trademark for SCRABBLE was not infringed or passed off by Zynga Inc's online words game Scramble With Friends ("SWF").

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Abolition of Corporate Directors

The Small Business, Enterprise and Employment Act 2015 (SBE Act) will abolish corporate directors from 1st October 2015. Rebekah Hunt, Student Legal Assistant, explains here that companies will no longer be allowed to be a director of another company and advises that those using corporate directors would be well placed to start considering how the SBE Act will affect them, and whether they will need to restructure their boards.

The Government has introduced these measures as part of the Transparency and Trust proposals and the international spotlight on corporate transparency at the G8 Summit and the G20 Summit.

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Meaning of the word ‘establishment’ clarified in high profile redundancy case

The recent case of USDAW and another v WW Realisation 1 Ltd, Ethel Austin Ltd and another provides clarification of the meaning of the word ‘establishment’ for the purposes of determining when collective redundancy requirements apply. Sophie Keene, Trainee Solicitor, reviews the case and what it might mean for employers.

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Recent cases involving celebrities highlight the importance of protecting Intellectual Property rights

Arezou Seyed-Rezai, Trainee Solicitor at Warner Goodman Commercial reviews two cases involving global superstars in the music industry, which have recently highlighted the importance of protecting intellectual property rights.

Two recent cases, one heard in the Court of Appeal of England and Wales and one in the United States District Court of Los Angeles, have both resulted in surprising decisions which, although dealing with high profile, high value disputes, send an important message to any owner of intellectual property.

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Court of Appeal upholds High Court decision on Google’s Safari workaround

Three individuals set out to bring a claim in England against US based company, Google Inc., for misuse of their private information. Joanna Thompson, Legal Assistant in the Litigation Team, reviews the case, which has not reached trial yet, but has resulted in a number of ground-breaking changes to the law already being decided upon.

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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...

- Queen’s Speech 2015: Commercial Implications
- High Court provides important guidance in relation to the law of mitigation
- IP Enterprise Court rules on inquiry as to damages in design right infringement
- EU General Court confirms figurative trade mark “Splendid” descriptive of bags and belts
- EU General Court confirms no unfair advantage taken of SWATCH marks by later SWATCHBALL mark

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