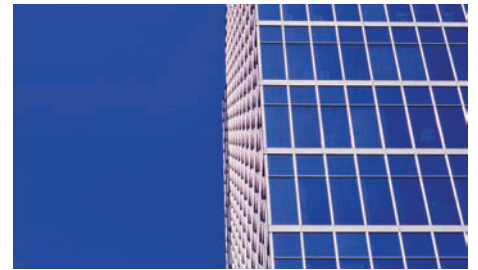


Company & Commercial



Who we are

Main contacts:

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anthony gold
S O L I C I T O R S

We act for all types, and all sizes of businesses, from multi-national corporations to family businesses, partnerships and individual traders.

Understanding your business, your commercial objectives and your trading methods is an integral part of our service and as such we place a strong emphasis on close personal contact. Utilising our own experience as business people, and our extensive commercial knowledge, we provide specialist legal advice together with supporting practical advice.

Informal business contracts, particularly verbal ones, can often be greatly ambiguous. If a business relationship breaks down, this could well lead to protracted and expensive litigation. That is why it is important that your business agreement is put down in an effective legal document that will fully protect your position and take away any ambiguity by:

- Clearly stating the legal rights and obligations of each party to the contract
- Allocating risk appropriately between the parties
- Being written in plain English, only using technical legal language where necessary to protect your interests

We will draw up the contract for you, advising you on what clauses are of relevance to your business circumstances. Examples of some clauses common in business agreements include:

- **Price** – It is possible to minimise investment risk through a formula to link the outstanding balance of the price to performance.
- **Limitation and Exclusion Clauses** – It is possible to limit, and sometimes even exclude, your financial exposure for a breach of contract. However, as a matter of law, any such clause must be reasonable in all the circumstances.
- **Restrictive Covenants** – You can protect your business interests by preventing people with an inside knowledge of your business from soliciting your customers or using your trade secrets.
- **Warranties** – Usually a seller of shares in a company is under no obligation to disclose information about what he is selling, and the purchaser is assumed by the law to have investigated and know what he is buying. That can lead to problems and hence warranties should be considered where a guarantee as to what is being sold is required.
- **Jurisdiction** – Contracts have an increasingly international flavour, reflecting trading patterns. A contractual dispute with a New York customer or supplier often extends to include a dispute about whether the case can be heard by the English or the New York State Courts. The parties can agree in the contract which country's courts shall have jurisdiction to hear their dispute.

What we do...

Our lawyers offer expertise in all areas of business, including:

- Agency, distribution and franchising agreements
- Company formation and restructuring
- Competition law
- Computer contracts
- Conditions for sale of goods and/or services
- Consultancy agreements
- Copyright patents and designs
- Employment contracts
- Goodwill (protection of)
- Joint ventures
- Licensing agreements
- Partnership agreements
- Recruitment agency regulations
- Rights and duties of directors
- Sales and purchases of businesses and companies
- Shareholder agreements

We are members of:

The Employment Lawyers Association whose members are specialist employment lawyers.

The Law Society's Lawyers for your Business Scheme which means we offer a free 30 minute consultation to new and existing businesses so that we can tell you how we might be able to help you and at what cost.

The Society for Computers & Law which keeps members informed of the latest developments in IT law.

A legally drafted contract is not to be seen as an expense but as an investment, leaving you to devote your time, energy and money to getting on with your business.