ADDLESHAW GODDARD

April 2015

CONSUMER RIGHTS ACT

Financial Services

CONSUMER RIGHTS ACT: STRENGTHENING CONSUMER LAW AND ITS ENFORCEMENT

The Consumer Rights Act has received Royal Assent and the Government intends to bring its principal provisions into force on 1 October 2015. Businesses must now prepare to ensure that their processes and procedures, together with contractual terms, are compliant. This briefing provides an overview of this legislation and sets out the principal changes of most interest to firms.

Background

The Consumer Rights Act sets out a framework that consolidates (in one enactment) key consumer rights over contracts for goods, services, digital content and the law relating to unfair terms in consumer contracts. It also provides better means for consumers and small to medium-sized enterprises to challenge anti-competitive behaviour and consolidates enforcers' powers to investigate breaches of consumer law, while giving the courts and public enforcement agencies more flexibility when sanctioning such breaches.

The Act applies to contracts between a trader and a consumer, and not to business to business or consumer to consumer contracts. It is part of a wider landscape of reform in consumer law, which includes the Consumer Rights Directive 2011/83/EU (**CRD**) which the UK had to implement by June 2014, the Misleading Commercial Practices Directive 2005/29/EC [1] and the Alternative Dispute Resolution Directive 2013/11/EU.

Consumer Rights Directive

The Government's intention had been for the CRD to be implemented through this Act. However, due to short timeframes, the Government decided that, except for some limited provisions in the Act, most of the Directive would be implemented through secondary legislation as the Consumer Rights (Payment Surcharges) Regulations 2012 which prohibits excessive card payment surcharges (introduced in the UK in April 2013), and the Consumer Contracts (Information, Cancellation and Additional Payments) Regulations 2013 which came into force on 13 June 2014. Most financial services are, however, exempted from this secondary legislation, although consumer hire is included.

In respect of CRD provisions, the Act contains provisions relating to the enforcement of information requirements, default rules for the delivery of goods, and the passing of risk in goods. Regarding "on-premises," "off-premises" and distance contracts where the Consumer Contracts Regulations require certain pre-contractual information to be given, this is to be treated as a term of the contract.

The Act is, generally, consistent with the provisions of the CRD. Key definitions used in the CRD have been imported into the Act such as "trader", "goods" and "digital content". The definition of "consumer" in the Act, however, is of "an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession," and therefore, might include transactions entered into for a mixture of personal and business reasons. This is wider than the CRD definition and that used as regards unfair terms which refer to any natural person who is acting for purposes which are outside his trade, business or profession.

[1] See the Consumer Protection from Unfair Trading Regulations 2008 in relation to consumer remedies.

Act contents

THE LEGISLATION IS IN THREE PARTS:

- Consumer contracts for goods, digital content and services;
- Unfair terms; and
- Miscellaneous and general, including investigatory powers, enhanced consumer measures and other enforcement and private actions in competition law.

Part 1: Goods, Services and Digital Content

Part 1 of the Act simplifies and clarifies the law over consumer rights on goods, services and digital content. The current law is set out in several legislative instruments, some of which have not been updated for some time. The policy intention is that rights and remedies should be more easily understood and user-friendly for consumers, resulting in fewer disputes being litigated or requiring adjudication by the Financial Ombudsman Service. Several pieces of existing legislation will be repealed or heavily amended, to achieve a consolidated set of accessible rights and remedies.

What rights and remedies will consumers have in relation to goods, services and digital content?

Goods

Currently, the law on contracts for the supply of goods is contained in the Sale of Goods Act 1979 (**SGA**), the Supply of Goods and Services Act 1982 (**SGSA**) and the Supply of Goods (Implied Terms) Act 1973. This legislation provides that goods must meet certain standards (i.e. satisfactory quality, fitness for purpose, match their description or a sample, and are free from third parties' rights), but these are achieved through a set of implied rights, which consumers find confusing.

The new rights in the Act will apply to all business to consumer contracts supplying goods, including sale, hire, hire purchase and conditional sale many of which are already heavily regulated by the Consumer Credit Act 1974 (**CCA**).

The main rights and remedies are:

- easier to understand statutory rights over the standards of goods which largely follow the current implied standards;
- a new "short-term right to reject" limited to 30 days after purchase and delivery and/or installation. This right may be lost if a consumer indicates, clearly, that they accept the goods;
- where the rights to repair or replacement are not possible or have failed, a consumer may use new second tier remedies of a price reduction or a final right to reject and to receive a refund (which may be subject to a deduction for use of the goods); and
- a consumer only has to accept one failed repair or replacement before they can move onto the *second tier* of remedies. Currently, the right to reject goods must be exercised within a "reasonable period."

During the legislation's Parliamentary stages a new 14 day time limit for traders to pay refunds to consumers when goods (and digital content and services) are sub-standard was inserted. That refund must be made using the same means as the original payment unless the consumer agrees otherwise.

Digital Content

For the first time there will be provisions which specifically govern the phenomenon of digital content, as the existing law is unclear about consumer rights and remedies. There is also an inconsistency between the protections afforded to digital content sold on a physical disc and content which is downloaded. Under the SGA, the former is treated as goods, but the latter is not, leaving a consumer who purchased digital content on a disc having greater rights than a consumer purchasing the same item as a download.

Paid for digital content which uses the CRD definition of "data which are produced and supplied in digital form," must comply with standards that broadly reflect those for goods. A consumer will be treated as having paid where a virtual currency is used and where digital content is bundled with something else that is paid for.

The new legislation recognises that digital content will often be subject to updates and allows a trader or a third party to update content without consent, provided this was envisaged in the supply contract and the update does not result in a breach of the statutory standards. The remedies also largely reflect those applicable to goods, with the notable exception that there is no right to reject digital content (except where it is provided in tangible form) as it cannot be returned in any meaningful sense.

Where another device or other digital content is damaged, the trader may be required to repair any damages or compensate the consumer. This is irrespective of whether it is paid for digital content and, similarly, protection from unfair terms is available under the legislation.

Services

Chapter 4 of the Act concerns contracts for services. As is the case with the CRD, it was understood that financial services would not fall within its scope, however, the Act states that it applies to all services contracts. The Secretary of State may, by Order, exclude specified services or specified provisions in the chapter.

The standards are subject to any other legislation (e.g. the Financial Services and Markets Act 2000 and the CCA) which defines or restricts rights, duties or liabilities arising in connection with a service of any description.

The main rights and remedies are as follows:

- service contracts must be performed with reasonable care and skill (currently, this is an implied term under the SGSA but, in future, will be an intrinsic part of the contract). This assesses the way in which the service has been carried out, and not the end result. There is no definition of “reasonable care and skill” to allow flexibility between different sectors and industries. This will be determined by various factors, for example, the price paid and the time allowed for performance;

- the time for performing the contract and price payable, where not agreed, must be reasonable which is a question of fact;

- where the trader has voluntarily provided information to the consumer, orally or in writing, the trader must abide by this information if the consumer has taken this information into account when making any decision about the service. Such information is treated as a term of the contract. The trader may, however, qualify his statements preventing the consumer from claiming to have taken something said or written into account;

- if the service is not provided with reasonable care and skill or where the service does not comply with information given about the service, a consumer is entitled to a new remedy to require repeat performance of the service; and

- where it is impossible to rectify the breach through repeat performance, or this cannot be done without significant inconvenience or within a reasonable time frame, or where the service does not meet information given by the trader or is not provided in a reasonable time, the second tier remedy of an appropriate price reduction is available which may amount to 100 percent of the price. At all times, the consumer retains common law remedies such as terminating the contract and claiming damages.

How may financial services and consumer credit firms be affected?

The impact of these modernised rights and remedies on financial services is unclear. In many cases, the provisions are a simplification and clarification of rules that already exist. Whilst some aspects may have changed, or are now clearer for consumers, the fundamental concepts have applied for some time (e.g. the right to reject goods). In other cases, the rules will represent a significant shift in the protections consumers enjoy. The overall dynamic of the protections may be that consumer complaints will become monetary claims more quickly, where there is a greater awareness of rights. This may have an effect where the supply of goods or services is linked to a financial service.

In relation to goods, current consumer protections have, for some time, existed alongside the regulatory protections for the provision of credit under the CCA. The changes will affect goods supplied under hire and hire-purchase agreements, which did not previously include a right to the tiered remedies of repair and to reject. Of particular importance to the motor finance industry, motor traders will, exceptionally, be able to make a deduction for use of vehicles which have been the subject of a final right to reject within the first six months for being of unsatisfactory quality.

The Government does not intend to amend the CCA to take account of the new rights and remedies. It is not envisaged, for example, that regulated hire and hire-purchase agreements will be required to include the concept of tiered remedies. Nor will the wording of section 75 CCA be changed. This has the potential to create confusion where a consumer cannot exercise their right to a repair or replacement against a supplier and has a "like claim" against a creditor which may have difficulty performing this type of practical remedy. In more general terms, it will be interesting to see the effect that this legislation has on the volume of section 75 claims received by creditors due to consumers having a better understanding of the standards they can expect.

Given that financial services are caught within the definition of services, there is obvious concern over the potential detrimental effect arising from these more stringent protections. Most notably, the contract will include anything spoken or written to the customer which is taken into account by the consumer. As well as affecting advertising, this may lead to stricter phone scripting and training for customer facing staff. Increased oversight of third party agents and suppliers may be necessary, with such controls reflected in more detailed servicing and distribution agreements. Ironically, this may make it more difficult for consumers to gather all the information they require to make an informed choice. Moreover, the ability to "qualify" communications to consumers to avoid such liability has the potential, if relied upon heavily by traders, to be unhelpful. While this new right may add little to the current law on misrepresentation, it is likely that it will be easier for consumers to bring a claim based upon a representation that is subsequently not adhered to, and make it more difficult for a trader to avoid responsibility.

The impact for financial services firms of the digital content provisions is minimal, given that digital content will be out of scope of the new provisions unless a consumer has paid for it, meaning that the majority of mobile banking applications and websites, for example, will not be covered. An exception to this is that compensation is payable to consumers under the Act if the digital content damages a consumer's device or other digital content, regardless of whether the digital content was paid for.

It is likely that many financial services will not be capable of being "repeated" due to the nature of the transaction. Reductions in price will, in certain circumstances, be difficult to calculate due to complicated risk based pricing mechanisms. It will be interesting to see if industry concerns in this area will lead to carve outs and bespoke remedies for certain types of financial services.

Firms should refer to the high level guidance on consumer rights to be available from April 2015 on Gov.UK with primary business guidance provided by the Trading Standards Institute (TSI) Business Companion website.

IN BRIEF	
NOW	**1 OCTOBER 2015**
Implied terms	Statutory terms or standards
Right to reject goods within a reasonable time	Short term right to reject within 30 days and Final right to reject
One tier of remedies (e.g. right to repair or replacement)	Second tier remedies (e.g. final right to reject or price reduction)
No bespoke regime for digital content	Modified standards and remedies for digital content
N/A	Right to require repeat performance of service
Pre-contractual information – trader not automatically bound	Pre-contractual information – potentially term of contract

Part 2: Unfair Terms Protection

Part 2 of the Act contains the provisions relating to unfair terms which broadly reflect the Law Commission and Scottish Law Commission recommendations. The provisions of the Unfair Contract Terms Act 1977 (**UCTA**) (in so far as it relates to business to consumer contracts) and of the Unfair Terms in Consumer Contracts Regulations [2] (**UTCCRs**) (which are to be repealed in their entirety) are consolidated in this part. The main provisions are considered below.

Like UCTA, but unlike the UTCCRs, the Act includes contracts that have been individually negotiated. This is likely to have a significant impact on wealth and investment firms where high value contracts are routinely negotiated with high net worth customers, causing those contracts to fall outside the remit of the UTCCRs. In future, these contracts will need to be drafted in plain English and fairness will also need to be considered.

Contracts and Notices with Consumers

In addition to consumer contracts, consumer notices are brought unequivocally within the fairness regime. A consumer notice is any notice to the extent that it relates to rights or obligations as between a trader and a consumer or purports to exclude or restrict a trader's liability to a consumer. A notice is said to include an announcement (whether or not in writing), and any other communication or purported communication, which does not have to be expressed to apply to a consumer, so long as it is reasonable to assume it is intended to be read by a consumer. This extends the scope of the fairness regime to non-contractual communications. It will cover notices disclaiming liability on premises and announcements referring to product terms and disclaimers which are broadcast, for example, in bank or post office branches.

The Competition and Markets Authority (**CMA**) considers that that consumer notice provisions of the Act are particularly important in the context of transactions involving digital content. Software and other digital products are sold to consumers subject to End User Licence Agreements (**EULAs**). For legal purposes, the terms of the EULAs may not in all cases be clearly part of the contract with the consumer. But if they are not, they are very likely to be covered by the unfair terms provisions of the Act, as consumer notices.

If a term is found to be unfair it will not bind the consumer, but the rest of the contract will continue in existence to the extent that it is practicable.

[2] The UTCCRs have implemented the Unfair Consumer Contract Terms Directive 93/13/EEC.

General Rules About Fairness

The general rules about fairness are unchanged, the definition of an unfair term being:

- a term (or a notice) is unfair if, contrary to the requirements of good faith, it causes a significant imbalance in the parties' rights and obligations to the detriment of the consumer;

- whether a term (or a notice) is fair is to be determined taking into account the nature of the subject matter of the contract (or notice) and by reference to all the circumstances existing when the term was agreed (rights or obligations to which a notice relates arose) and to all the other terms of the contract or any other contract on which it depends.

Terms which may or must be regarded as unfair – The Grey List

The Grey List, which is an indicative and non-exhaustive list of terms that may be regarded as unfair in Schedule 2 of the UTCCRs, is retained but embellished in line with the Law Commissions' proposals by the addition of three new terms which, according to the Government's response to the Consultation on Consumer Rights published in June 2013, reflect recent case law. The new Grey List terms include:

- early termination clauses - a term which has the object or effect of requiring that, where the consumer decides not to conclude or perform the contract, the consumer must pay the trader a disproportionately high sum in compensation or for services which have not been supplied. The example used by Government is of a gym membership contract where the customer is committed to paying for a full year's membership even if they cancel after just three months;

- a term which has the object or effect of permitting the trader to determine the characteristics of the subject matter of the contract after the consumer has become bound; and

- a term which has the object or effect of permitting the trader to determine the price payable under the contract after the consumer has become bound by it.

The Act implements the requirements of the Distance Marketing Directive 2002/65/EC providing that a term must be regarded as unfair if it puts the burden of proof on the consumer (rather than the trader) to show non compliance with the Directive. This replicates the current Regulation 5(6) of UTCCRs.

Terms which cannot be assessed for fairness

The most controversial part of the existing fairness regime is Regulation 6(2) of UTCCRs which provides for terms which define the main subject matter of the contract and terms which relate to the adequacy of the price or remuneration to be exempt from the assessment of fairness, provided they are expressed in plain and intelligible language. These form part of the essential bargain and are referred to as "exempt terms" or "the core exemption". These exempt terms have been subject to judicial consideration in high profile cases. In *Office of Fair Trading v Abbey National plc & others* [2009] UKSC 6, the Supreme Court, in deciding that charges for unauthorised overdrafts fell within the exclusion as they were part of the price paid by the customer for banking services, concluded that the concept of main subject matter and price are to be narrowly construed.

Reflecting this case law, the legislation provides that a term may not be assessed for fairness:

- to the extent that it specifies the main subject matter of the contract; or

- to the extent the assessment is of the appropriateness of the price.

This is intended to clarify the remit of the exclusion and, helpfully, the explanatory notes which accompanied the Bill explain that "the appropriateness of the price" means the level of the price.

Moreover, a term will only be excluded from the assessment of fairness if it is *transparent* and *prominent* and if it is not on the Grey List. A term is said to be transparent if it is expressed in plain, intelligible language. This reflects the current Regulation 6(2) of UTCCRs. A term should not only be comprehensible and make grammatical sense, but put the consumer in a position where they can make an informed choice about whether or not to enter the contract.

The main change in the Act is the requirement for prominence which applies not only to the contract, but to all of the information given to the consumer prior to the conclusion of the contract. A term will be prominent if it is brought to the attention of the consumer in such a way that an *average consumer* would be aware of the term, and so able to make an informed purchasing decision. An average consumer is a consumer who is reasonably well-informed, observant and circumspect. The concept of an average consumer has been developed in decisions of the European Court of Justice (**ECJ**) and appears in the UK Consumer Protection from Unfair Trading Regulations 2008. The term "average" does not refer to a

statistically average consumer, rather that the characteristics of the average consumer are to be determined taking account of social, cultural and linguistic factors.

The legislative intention is to prevent circumstances where extra charges or requirements which relate to the overall subject matter or price of the contract are lost in the small print and, as a result, are not clear when the consumer enters into the contract. Firms will need to consider their general practices and review their marketing, sales scripts and web pages; all of which have the potential to impact the prominence that is afforded to a contractual term.

Exclusion of liability for negligence

Provisions that exclude or restrict liability for death or personal injury resulting from negligence continue to be blacklisted. It also remains the position that, where a term purports to exclude liability for negligence, a person is not to be taken to have voluntarily accepted the risk merely by agreeing to or knowing about the term or the notice. A term that is unfair as well as being ineffective in a consumer contract may amount to an unfair commercial practice under the Consumer Protection from Unfair Trading Regulations 2008. In any event, in financial services, there is the regulatory requirement to treat customers fairly and the role of the Financial Ombudsman Service in dealing with complaints.

The exclusion does not apply to contracts of insurance, including a contract to pay an annuity, and it does not apply to any contract so far as it relates to the creation of an interest in land.

Other requirements for contract terms

All written terms must be transparent. This means that it is expressed in plain and intelligible language and is legible. The requirement that a term be legible is new and was added on the recommendation of the Law Commission. While this may appear to be an obvious requirement, care may need to be exercised over the size and clarity of font and also when information is displayed electronically.

The draft Bill originally contained a provision that, if a term were "especially onerous or unusual," the trader had to ensure it was drawn particularly to the customer's attention. This reflected a body of case law that has developed around the incorporation of contractual terms to the effect that if a term is unusual or onerous, the party placing reliance on it must take steps to bring it to the other party's attention, prior to contract. In Spurling v Bradshaw [1956] 1 W.L.R. 461, Lord Denning, in his judgment, famously referred to terms which needed "a red hand pointing" to them.

Evasion

As a tool to prevent evasion, the scope of the fairness regime is extended to terms in secondary contracts which reduce rights or remedies or increase obligations of consumers under a "consumer contract." This provision extends the scope of protection to contracts agreed in addition to the original consumer contract, whether made before, after or in addition to it. The secondary contract does not need to be a consumer contract and it could be a contract between different parties.

With respect to choice of law the position is substantially the same in respect of consumer contracts. If the law of a non-EEA state is to apply and the contract has a close connection with the UK, then the protection of the legislation over unfair terms will still apply.

Judicial activism?

The legislation places a new duty upon the court to consider fairness in any proceedings before it that relate to a consumer contract, even if none of the parties have requested this. This is a new provision and it is likely to raise the profile of fair terms as a concept in consumer law. Its inclusion reflects the views of the ECJ in Case C-168/05 Mostaza Claro (2006) ECR I-10421 that it is in the public interest for national courts to be required to assess terms for fairness.

How may financial services firms be affected?

The new provisions will cause firms who contract with consumers to review their existing terms and conditions and their general processes around the marketing and selling of products. The extension of scope to negotiated contracts will impact wealth and investment businesses, and steps should be taken to review contractual templates and boilerplate clauses.

Not only will the drafting of individual terms need to be re-considered for fairness (given the additions to the Grey List), but the format and the layout of terms and conditions and other contractual documents will also require review given the requirements around prominence and transparency. To some extent financial services firms may be in a better position than other businesses as the bar in terms of fairness is already set high.

Firms should refer to the draft guidance on unfair terms published by the CMA.

IN BRIEF	
BEFORE	**1 OCTOBER 2015**
UCTA and UTCCRs	Consolidated statute
Individually negotiated contracts protected only from exclusion clauses	Individually negotiated contracts protected from both unfair and exclusion clauses
N/A	Consumer notices fully within fairness regime
Grey list	Grey List extended
Exempt terms in plain intelligible language	Exempt terms to be transparent (i.e. plain and intelligible language including legible) and *prominent*
Up to parties to challenge unfair terms	Court must consider fairness on own initiative

Part 3: Enforcement/New Civil Remedies

Part 3 of the Act (in particular, the schedules) covers the enforcement powers of public enforcers and new civil remedies which can be imposed by a public enforcer on a business (amending the Enterprise Act 2002). It also includes the reform of consumer collective actions for anti-competitive behaviour (amending the Competition Act 1998).

The CMA is the lead regulator for Part 3. Other regulators include the Financial Conduct Authority and Which?. Regulatory enforcement may be by injunction where a term is unfair to any extent and a trader is using or proposing to use such term. A regulator may accept an undertaking in place of an injunction. The CMA will have a duty to publish details of any injunction applied for under this part or any undertaking accepted. Other enforcement options include private action by the consumer through the courts or enforcement by a public body through Part 8 of the Enterprise Act.

Schedule 5 of the Act contains a generic set of powers, which is based on those currently contained in Part 4 of the Consumer Protection from Unfair Trading Regulations 2008. Part 8 of the Enterprise Act is amended to allow the courts to attach a range of enhanced consumer measures to enforcement orders and undertakings. In certain suitable circumstances, public enforcers and the civil courts will be able to attach (where they consider it just and reasonable) enhanced consumer measures to enforcement orders and undertakings.

The enhanced consumer measures fall into the redress, compliance and choice categories. Measures in the redress category will offer compensation or other redress to consumers who have suffered losses a result of the breach of consumer law. Compliance measures are intended to increase business compliance with the law and to reduce the likelihood of further breaches. Measures in the choice category will help consumers obtain relevant market information about persons, subject to enforcement orders or undertakings, to enable them to make better purchasing decisions.

Private action under competition law

Schedule 8 of the Act amends the Competition Act 1998 (**CA**). The intention of these provisions is to make it easier for consumers and businesses to gain access to redress where there has been an infringement of antitrust provisions.

The aims of this section of the Act are:

- to widen the types of the competition cases that the Competition Appeal Tribunal hears (**CAT**) and to make other changes to the procedure of bringing a private action before the CAT;
- to enable the CAT to hear stand-alone claims as well. In these the claimant will first have to show that there has been a breach of the competition rules and then establish its right to damages. The CAT will also gain the power to grant injunctions. At present, the CAT may only hear "follow-on" claims for damages, in which a claimant can rely on an infringement decision made by a relevant competition authority (e.g. the CMA - or the EU Commission) to show that there has been a competition law breach;

- to provide for opt-out collective actions and opt-out collective settlements;
- to amend the CA so that the CAT can hear both opt-in and opt-out actions. The CAT can already hear opt-in collective actions under the existing section 47B of the CA. An opt-in regime requires claimants to "opt-in" to the legal action to be able to obtain any damages. However, the CAT does not currently have the power to hear opt-out collective actions. An opt-out regime means claimants are automatically included into the action unless they "opt-out" in a manner as decided by the CAT on a case by case basis;
- to provide for voluntary redress schemes; and
- to provide suitable, alternative mechanisms to allow for alternative dispute resolution. One mechanism is to allow the CMA to certify voluntary redress schemes that are entered into by businesses that have been found to have infringed competition law. The government is keen for parties which are found liable for a breach of competition law to enter into negotiations with consumers or businesses where possible, rather than the first route being a private action proceeding through the courts.

The changes are geared towards encouraging and facilitating all types of damages claims - both individual claims (which may be for large sums) as well as collective actions on behalf large numbers of claimants (whether businesses or consumers) who have suffered relatively small losses. They are likely to increase the financial exposure of financial institutions that have engaged in serious anti-competitive activity. Although the CAT will not be able to award exemplary or punitive damages, the reforms may prove to be a game-changer in an area where private actions have been slow to take off.

Firms should refer to the draft guidance on the private action elements published by the Competition and Markets Authority.

NEXT STEPS

Timetable

To complement the CMA's guidance on unfair terms, the Department for Business, Innovation & Skills will publish guidance for businesses on consumer standards from April 2015. The measure will come into force from October 2015, although the Secretary of State may appoint different days for different purposes as well as having power under secondary legislation to make transitional, transitory and saving provisions.

Key Take-aways

- Review existing terms and conditions, notices and general processes around marketing and selling products to ensure compliance with the consumer standards and remedies;
- Assess sales processes and policies including staff training to see that they reflect the new consumer standards and remedies while minimising the legal and reputational exposure of the business; and
- Take note of new enforcement and civil remedies.

How can Addleshaw Goddard help?

Addleshaw Goddard's consumer and financial services specialists can advise you on your client documentation together with systems and controls to ensure compliance with legal and regulatory obligations.

We have a wealth of experience in conducting regulatory reviews of business functions so as to provide senior management the comfort that there are compliant systems and controls in place. Our approach is forensic, applying the minimum necessary resource required to provide you with appropriate assurance. However, where needed, we have access to a dedicated pool of over 100 specialist paralegals in our Transaction Support Team.

The product of our reviews is legally privileged, which is an essential protection against third party disclosure, and an advantage that can only be afforded by law firms.

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