CONDITIONAL CONTRACTS, COMMUNITY VALUE AND THE INFRASTRUCTURE ACT - JULY 2016

By Richard Snape
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CONDITIONAL CONTRACTS

In Rentokil Initial 1927 Plc v Goodman Derrick LLP [2014] EWHC 2994 (Ch) relates to a claim in negligence by a seller of property, Rentokil, against its lawyers. Rentokil had agreed to sell property to Taylor Wimpey for £4.388m conditionally upon the grant of a satisfactory planning permission for residential development. A satisfactory planning permission was one that was free from “Unacceptable Planning Conditions”. Following the grant of planning permission on appeal (subject to conditions largely on terms the same as those negotiated by Taylor Wimpey with the local planning authority) Taylor Wimpey asserted that some of the planning conditions attached to its planning permission fell within the definition of “Unacceptable Planning Conditions” under the conditional sale agreement. Rentokil contested this, and brought about arbitration proceedings, but ultimately compromised those proceedings on terms that resulted in a revised sale to Taylor Wimpey at £2.5m. Rentokil brought an action in negligence against its lawyers, alleging that as a result of the definition of "Unacceptable Planning Conditions" Taylor Wimpey was able to argue that the planning conditions that were ultimately imposed were unacceptable and entitled to treat the contract as terminated.

Wide sweeper-up provisions.

A seller should try to resist the addition by the buyer to the list of "Unacceptable Planning Conditions" of a general sweeper up provision e.g.

“….or any other condition which in the opinion of the Buyer is unsatisfactory.”

If the buyer feels that conditions attached to a planning consent are onerous, but the seller disagrees, there may need to be a mechanism in the contract for breaking the deadlock. Such a mechanism could involve the service of notices and counter-notices by the parties, with a reference to a third party expert in the event of a dispute.

In the Rentokil case above, the sweeper-up condition was:

“…any other condition in the reasonable opinion of the reasonable developer in any other way restricting the carrying out of and/or the use or occupation of the whole or any part of the Development or requires the incurring of expenditure which would be likely to have a materially detrimental effect on the financial viability or the investment value of the Development.”

Absolute Discretion?

Can the buyer exercise an absolute discretion given by the contract?
The contract may be conditional upon a planning permission that is satisfactory “in the Buyer’s opinion”. This gives the buyer something which is closer to an option than a conditional sale agreement. Where drafting to achieve this, it might be preferable for the contract to say “at the Buyer’s absolute discretion” since, where giving the buyer the ability to reject a permission, an absolute discretion is probably preferable. The buyer would want to avoid any possible implication of terms requiring the buyer to act reasonably.

However, it may still be the case that the court analyse the exercise of the buyer’s discretion to check it was used for proper purposes. In Abu Dhabi National Tanker Co v Product Star Shipping Ltd (The Product Star) (No 2) [1993] 1 Lloyd’s Rep 397, a case concerning a charter party under which the owners had an unqualified discretion in determining whether any port to which the vessel was ordered was dangerous, Leggatt LJ said that:

"Where A and B. contract with each other to confer a discretion on A, that does not render B subject to A’s uninhibited whim. In my judgment, the authorities show that not only must the discretion be exercised honestly and in good faith, but, having regard to the provisions of the contract by which it is conferred, it must not be exercised arbitrarily, capriciously or unreasonably."

Avoid Vague Concepts

Some drafting might appear to be a little too vague. In Century 2000 Enterprises Ltd v SFI Group Plc [2001] EWCA Civ 1986 the Court of Appeal had to interpret drafting which referred to:

“...any condition restriction or obligation whether in or to be imposed in a Planning Agreement or in a planning consent which is not acceptable to the Landlord acting as a reasonable property developer or would normally make the use of the Property economically unviable to a modern theme-type cafe-bar operator.”

Long-stop Dates

The contract will, of course, specify a date by which any condition is to be satisfied. Agreements linked to planning applications need a long-stop date (or an expiry date, or conditional date, or trigger date) – i.e. a point in time by which the relevant planning event has occurred, or, if not, the parties are released from their obligations.

Time of the Essence

Where the contract fixes a date for compliance with the condition (which the vast majority will) the court has no power to extend the stipulated date. The agreement should therefore provide a time limit within which the planning permission must be obtained which should be of sufficient length to allow the application to the local planning authority to succeed. Thereafter, the contract can provide for termination.
In *Cohen v Teseo Properties Ltd [2014] EWHC 2442 (Ch)*, the purchaser (Teseo) had contracted to buy property in London conditionally upon the grant of a satisfactory planning permission for residential redevelopment. It had paid an “Initial Payment” of £50,000 at exchange of contracts, to be treated as a deposit. The contract provided for a “Long Stop Date” of 6 January 2014 by which time the condition of the contract was to be satisfied. However, the contract also provided for an “Extension of Time” allowing the long-stop date to be extended up to and including 9 June 2014. Clause 13.5 of the contract enabled the buyer, by written notice to the seller, to request an extension or extensions of not more than six months, subject to payment of further initial payments of £8333.33 for each month of extension. Although the buyer’s planning application was progressing, no notice requesting an extension of time was served before the Long Stop Date. When the seller enquired about the buyer’s position, the buyer’s solicitor purported to serve notice to extend the long-stop date. The seller declined to extend it, and asserted that the contract was to be regarded as terminated at the original long-stop date. Could the buyer serve notice requesting an extension of time after the original long-stop date? The High Court held that it could not.

**Providing for Extensions**

Where acquiring land conditionally upon planning (whether by option or conditional agreement) the buyer may need to cater for:

- a delayed determination, as in *Cohen v Teseo Properties*;
- a refusal of planning permission, followed by an appeal – to be determined after the long-stop date in the agreement;
- the calling-in of an application for determination by the Secretary of State;
- the possibility of judicial review challenges;
- actual judicial review challenges, which may not be finally disposed of until after the long-stop date in the agreement.

Long-stop extension provisions can operate to protect either the seller or the buyer, depending on the circumstances of the transaction. Does the buyer need to keep a good deal alive despite planning delays; does the seller need to keep a buyer on the hook at a good price?

**Does the contract cater for third party challenges?**

Time limits for challenging planning decisions by way of judicial review were changed as from 1 July 2013. The Civil Procedure (Amendment No. 4) Rules 2013 (SI 2013/1412) reduced the time limit for judicial review applications in planning matters from 3 months to 6 weeks.
Best practice is to provide in the contract that the agreement does not become unconditional until a period of at least six weeks has expired following the receipt of the written notification of the grant of planning permission.

In practice, it is usual to add on a further 7 to 14 days so as to provide time in which enquiries can be made as to whether any judicial review proceedings have been commenced. This is because the current rules do not require the application to be served upon the successful applicant for planning permission.

**Waiver**

A buyer may wish to have the right to waive a condition of its contract to buy. This may enable the buyer:

- to proceed with its purchase even if planning permission has not been, or cannot be obtained; or
- to dispense with the judicial review protection clause, and proceed to completion without delay.

If the buyer wishes to elect to waive a condition, this should expressly be provided for. If not expressly provided for, the buyer will only be able to waive the condition if it is for its exclusive benefit. Since the agreement is a commercial document giving benefits to both parties, (of which the condition about obtaining planning permission usually forms an integral part), this will often be difficult to establish. See *Heron Garage Ltd v Moss [1974] 1 WLR 148*, where the presence of a right for the seller to terminate the contract if planning was refused was influential in the court disallowing the buyer’s attempt to waive the condition.

Careful thought needs to be given to the implications of allowing the buyer a right of waiver. In *Walker v Kenley [2008] EWHC 370 (Ch)*, an additional consideration was payable by a buyer in relation to the construction of “residential flats”. The buyer was able to waive a condition of the acquisition agreement requiring residential planning permission, and implement an existing permission for holiday flats instead. Apartments whose use was restricted to holiday accommodation were not residential flats – hence, no additional consideration was payable.

**Will Community Infrastructure Levy impact upon development?**

More and more local authority areas are adopting Community Infrastructure Levy charging schedules to enable the levy to be imposed on new chargeable development carried out in the local authority area.

Where planning development, key issues to consider in relation to the Community Infrastructure Levy include:
• Whether a Charging Schedule is in force in the local authority area in which the development is proposed, or whether a Charging Schedule is likely to come into effect in the future? The cost of the levy will need to be considered in relation to future land acquisitions.

• How planning permissions obtained before a Charging Schedule is effective will be dealt with? These may have been granted subject to section 106 TCPA 1990 (Planning obligation) requirements. Such planning consents are immune from CIL.

• How CIL will inter-relate with section 106 TCPA 1990 requirements? There should be no double-take: under regulation 123(2) of the CIL Regulations 2010, once a Charging Schedule comes into effect, a planning obligation may not constitute a reason for granting planning permission to the extent that it provides for the funding of a relevant infrastructure project (i.e. infrastructure which the local authority has published on its website [i.e. the “Regulation 123 list”] as intended to be, or which may be, wholly or partly funded by CIL, or if there is no such list, any infrastructure).

• How much CIL will be payable on new development, what rates of levy are applicable, and how the liability is calculated?

• At what point does a CIL liability arise, by when must it be paid, and will the liability affect successors in title? (Successors will know if there is an undischarged CIL liability because it will be a local land charge affecting the property).

• What reliefs and exemptions apply?

The double impact of CIL and s106 agreements

Section 106 agreements will continue to sit alongside the obligation to fund infrastructure by way of CIL to enable local authorities to extract contributions to site-specific or site-related infrastructure requirements.

The CIL Regulations 2010 seek to scale back the use of section 106 obligations generally by enshrining in statute the original policy tests (set out in ODPM Circular 05/2005) - see regulation 122 of the CIL Regulations. Under regulation 122(2), a planning obligation may only constitute a reason for granting planning permission for development if the obligation is:

(a) necessary to make the development acceptable in planning terms;

(b) directly related to the development; and

(c) fairly and reasonably related in scale and kind to the development.
It should be noted that, under regulation 123(3) of the CIL Regulations 2010, once a charging schedule comes into effect, or in any event as from 6 April 2015, the local planning authority is not able to seek more than five individual planning obligation contributions towards a “relevant infrastructure” project (as above). This is a strong discouragement/prohibition on the use of section 106 agreements for infrastructure. The aim, therefore, is for section 106 agreements to continue in the long term for provision that is not capable of being funded by CIL, such as affordable housing.

Redlawn Land Ltd v Cowley 2010 EWHC 766 (Ch)

An option agreement did not specify a valuation date in the event of a dispute. It was decided that the relevant date was the day on which the independent expert decided on the valuation and not on the date of appointment of the expert.

HHR Pascal v W2005 Puppet II [2009] EWHC 2771

Notice to complete depended on a series of stages. One of the stages, i.e. the buyer not being given time to inspect the property: a hotel which was undergoing refurbishment, resulted in the buyer being entitled to rescind and to a return of its deposit of 25,000,000 Euros. This was in spite of the fact that there were no defects in the property. Where legal completion is dependent on prior completion of works or other conditions, it was essential that the terms of the contract were followed to the letter. Moreover the contract involved the purchase of a portfolio of hotels and a problem with one of them brought the whole contract to an end. In such circumstances, it may be desirable to agree that an issue with one property does not affect the others.

Stoll v Wacks Caller [2009] EWHC 2299

The contract was conditional on obtaining planning permission. Planning permission was granted; completion occurred but then planning permission was lost on judicial review. The solicitor was held to be negligent in not suggesting to the client that the possibility of a successful appeal should be dealt with.

In Extra MSA Services Cobham v Accor UK [2011] EWHC 775 (Ch) a contract to build an hotel was conditional on the landlord obtaining consents before a certain date. The landlord failed to do this. The court held that if the landlord was in breach it would not be able to rely on such a breach to terminate the contact.

Good Faith

In Berkeley Group v Pullen 2007 EWHC 1330 there was provision in the overage clause that the parties would act in good faith. B would maximise potential value by procuring planning permission and when P disposed of the land B would obtain further payment. B acted to obtain planning permission but became aware that P wished to sell the property to a third party. B successfully obtained an injunction to prevent this on the basis of the good faith clause. Likewise, in Ross River
and Blue River v Cambridge City Football Club [2007] EWHC 2115 presence of good faith enabled an overage buyout agreement to be recinded because of lack of openness of the developer.

See also Sainsburys Plc v Bristol Rovers Football Club [2016] EWCA Civ 160. In this case a requirement of good faith did not mean that Sainsburys had to appeal conditions as to planning permission and therefore could avoid a contract which was subject to satisfactory planning permission. In the present case Sainsburys had contracted to buy the Memorial Ground, home of Bristol Rovers Football Club, from the latter. They were then going to lease back the site to Bristol Rovers for £1 whilst the latter built a new stadium that the University of West of England. The purchase price was £30m.

The contract was subject to satisfactory planning permission for a supermarket. Planning permission was granted but it placed restrictions on delivery which the contract specifically stated would allow Sainsburys to terminate it. Sainsburys were seeking judicial review but applied out of time as they had decided that they did not want the site after all.

Bristol Rovers argued that a good faith provision in the contract required them to persue an appeal. The courts held otherwise especially as legal opinion was that there would be less than 60% chance of success.

The Court of Appeal have now confirmed this decision. A requirement to act in good faith will not override clear provisions of the contract.
ASSETS OF COMMUNITY VALUE

These provisions are not yet in force in Wales.

Community Right To Bid (Assets Of Community Value)
The Localism Act introduces a Community Right to Bid (Assets of Community Value) which aims to ensure that buildings and amenities can be kept in public use and remain an integral part of community life. Under the Localism legislation, voluntary and community organisations and parish councils can nominate an asset to be included in a ‘list of assets of community value’. The local authority will then be required to maintain this list. If the owner of a listed asset then wants to sell the asset a moratorium period will be triggered during which the asset cannot be sold. This is intended to allow community groups time to develop a proposal and raise the required capital to bid for the property when it comes onto the open market at the end of that period.

These provisions came into force in England on 21 September 2012. Although the Government have stated that they intend to implement the legislation we are still awaiting a date.

What is the procedure for including land on the ‘assets of community value’ list?

- The local authority will determine the format of the list, any modifications made to any of the entries on the list and any removal of any entry from the list.

- A community nomination must come from a parish council, a community council or a locally connected voluntary or community body. The nomination has to be made for land or buildings in the nominee’s local area.

- If the local authority deems that the asset does have community value, and it is in their local area, than it will add that asset to the ‘assets of community value’ list.

- If the nomination is unsuccessful the local authority must notify the nominee in writing and provide an explanation as to why the nomination was unsuccessful.

- The local authority must notify the landowner, the occupier and the community nominee of any inclusion or removal of an asset to the list.

- A landowner can ask the local authority to review the inclusion of the asset from the list and there will be a process for an appeal to an independent body.

- The local authority must also maintain a list of ‘land nominated by an unsuccessful community nomination’.

- If land is included in the list of assets of community value it will remain on that list for five years.
What is defined as ‘community value’?

- A building or piece of land will be deemed to have community value only if:
  
  - The use of the land or building currently, or in the recent past, furthers the social well-being or cultural, recreational or sporting interests of the local community.
  
  - This use (as described above) of the building will continue to further the social well-being or interests of the local community.
  
  - The use of the building or land must not be deemed ‘ancillary’, i.e. of secondary purpose. This means that the use of the land or building to further social well-being or interests of the community must be its principle use.
  
- The regulations set out by the Secretary of State will provide more detail on assets that will be exempt from listing and who has the power to make this exemption.

What is the Moratorium period?

- If a building or piece of land is listed as an ‘asset of community value’ and the owner wants to sell the asset, they must inform the local authority. This will then trigger a moratorium period.
  
- During a moratorium period the owner cannot conclude the sale of the asset.
  
- There are two moratorium periods to note, both of which start from the date the owner of the asset notifies the local authority of their intention to sell the asset:
  
  ‘Interim moratorium period’ – this is a six week period during which a community group wishing to bid for the asset must notify the local authority that they wish to be considered as a potential bidder. If this does not happen the owner can proceed to a sale.

  ‘Full moratorium period’ - this is a six month period during which a community group can develop a proposal and raise the capital required to purchase the asset.

- There is also a ‘protected period’ of 18 months from the same start date to protect the owner from repeated attempts to block a sale.

Does the moratorium period apply to all disposals of land and buildings named on the “assets of community value” list?

- There are some circumstances when the disposal of an asset that is listed as having community value can be exempt from the regulations concerning the moratorium period. These include:
  
  - If the disposal is a gift
If the disposal is made between members of the same family.

If the land or building being disposed of is part of a bigger estate.

If the disposal is of a building or piece of land on which going-concern business is operating, provided that the sale is to a new owner to continue the same business (for example if an owner of a pub wants to sell the pub to a new owner, to continue running it as a pub).

In *R (Edgar) v Bournemouth Borough Council* (2013), judicial review of the local authorities refusal to list a community centre failed. It could be not be shown that the property had been of community value in the past 5 years.

In *Patel v Hackney Borough Council* (2014) the applicants did not have to show on a balance of probabilities that listing would enable the land to be used for community purposes. All that is needed is a probability that this would be the case.

*St Gabriels Properties v Lewisham Borough Council* [2015] The First Tier Tribunal has held that the Campaign for Real Ale has a sufficient local connection to apply for the listing of a public house as it had a branch office in the locality.

*Evenden v Brighton and Hove City Council* [2015] Here the court decided that all that was required was a realistic prospect that the premises may be a community asset in the future. As the future was uncertain there was such a prospect. Moreover, it was irrelevant that the premises, a public house, had been unprofitable in the past and that the community did not have the funds to purchase.

*Matterhorn Capital v Bristol City Council* (2015) here a scout hut was listed as an asset of community value even though its lease had come to an end and the property had been demolished by the time of the listing. There was still a prospect of the scouting association obtaining a new lease and obtaining funding through charitable donations.

**Note:** *The General Permitted Development (Amendment) (England) Order 2015* takes away permitted development in relation to change of use of drinking establishments which are assets of community value.

**Land Registry Restrictions**

(Extract from Land Registry Guidance on Restrictions)

Chapter 3 of Part 5 of the Localism Act 2011 deals with assets of community value. It came into force in relation to England on 21 September 2012. It is not in force in relation to Wales. Local authorities in England must maintain a list of assets of community value, such as a village shop, a pub or a community centre, which further the social well-being or social interests of the local community.
Section 100 of the Localism Act 2011 provides for the listing of an asset of community value to be a local land charge, administered by the listing local authority.

The owner of listed land is prohibited from entering into a relevant disposal of it except where specified conditions are satisfied. These conditions provide for notification to the local authority by the owner of an intention to make a relevant disposal, and for a moratorium during which a community interest group may bid for the land. The owner does not have to accept a bid.

A relevant disposal is defined as a disposal with vacant possession of a freehold estate or the grant or assignment with vacant possession of a lease granted for at least 25 years. Certain types of relevant disposals are exempted from the right to bid: for example, gifts/transfers at nil value, transfers between family members, business-to-business going concern exemptions and disposals where only part of the land is listed.

The Land Registration Rules 2003 have been amended, by the Assets of Community Value (England) Regulations 2012 made under the Localism Act 2011, in relation to Form QQ and first registrations.

**New standard Form QQ restriction**

**Registered land**

Where the listed land is registered the relevant local authority is under a duty (under rule 94(11) of the Land Registration Rules 2003) to apply for the registration of a restriction in standard Form QQ against the registered estate:

No transfer or lease is to be registered without a certificate signed by a conveyancer that the transfer or lease did not contravene section 95(1) of the Localism Act 2011.

They must apply as soon as practicable after listing unless there is an existing Form QQ restriction in respect of the same registered estate.

**Unregistered land**

Where the listed land is not registered an applicant for first registration of that land must at the same time apply for entry of the Form QQ restriction in respect of that land (rule 27A of the Land Registration Rules 2003).

Where a person applies for first registration of that land and any of the deeds and documents accompanying the application includes a conveyance or lease to the applicant, or to a predecessor in title made at any time when the land was listed land, the applicant must, in respect of each conveyance or lease, provide a certificate by a conveyancer that the conveyance or lease did not contravene section 95(1) of the Localism Act 2011.
Cancellation of the restriction

A Form QQ restriction only catches transfers and leases (including those by operation of law). On registration of a transfer or lease, we will **not** normally cancel the restriction unless a specific application is made in form RX3 by or with the consent of the relevant local authority or its successor authority.

**Beware**

A transfer or lease in breach of section 95 of the Localism Act 2011 will be ineffective from the outset, unless the owner who made it did not know that the land was listed despite making all reasonable efforts (regulation 21 of the Assets of Community Value (England) Regulations 2012).

**Further information**

For information about assets of community value please see the Localism Act 2011 and The Assets of Community Value (England) Regulations 2012.

A non-statutory advice note for local authorities is available on the Department for Communities and Local Government’s website.

**Practice Guide 19 – Notices, restrictions and the protection of third party rights** has been updated to include the new Form QQ restriction.
INFRASTRUCTURE ACT 2015

This piece of legislation has many unrelated provisions. Some of the major ones are considered below:

The Land Registry has announced that it is working on a pilot scheme to centralise property information onto a digitised register.

The details are yet to be finalised but, if successful, this central register may provide local land charges information alongside the title register at a standardised price, format and timescale.

This pilot scheme will run alongside the current system until December 2013, when the success of the scheme will be reviewed and evaluated.

Seven local authorities are working with the Land Registry to collate local land charge information.

The Land Registry also hopes that CON 29 and CON29M information can be compiled on this central register. This would include details on the following aspects of a property:

- Public footpaths.
- Building control regulations.
- Coal Authority search information.

Note: In January 2014 it was announced that the Land Registry intend to go ahead with being the sole provider of local land charge searches but not enquiries.

In February 2015, the Infrastructure Act 2015 received Royal Assent. It has provision for the Land Registry to be the sole provider of local land charges. Enquiries will still be via the local authority. There is suggestion that only 15 years of records of local land charges will be kept.

Note: New CON 29 Enquiries was due to come out in spring 2015 but now it will not be until 2016 at the earliest. Proposed changes include information on Community Infrastructure Levy (see later) and information about proposed railways will be included in the additional enquiries. The Law Society have now confirmed that the new Con 29 forms will be used as of 4th July 2016 and a specimen form will soon be available.

Note: HMLR are now saying that they will provide local land charges no earlier than 2017.

Other Land Registry Changes
In October 2015, Practice Note 9 was amended although the Land Registry allowed the previous version to be used until 18th January 2016. Signatures in relation to deeds must be clearly separately witnessed otherwise the application will be rejected.

**Invasive Plant Species**

S14 Wildlife & Countryside Act 1981 makes it illegal to plant or otherwise force to grow any wild plant listed in schedule 9 of the Act. There is a maximum fine of £5,000 or 6 months imprisonment.

Now s14(4A) has been added by the Infrastructure Act 2015. This allows environmental authorities, i.e. the Secretary of State, the Welsh Government, the Environment Agency, Natural England and the Forestry Commissions, to serve species control agreements or orders on landowners. These can ensure that the landowners take action on invasive species or allow others to do so and charge the landowner. The latter can appeal and ask the damage be made good. It seems that these are not usually suitable for species which are already well established.
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