



Martin Budworth

Year of Call: 1999

Martin is a busy senior junior who has progressed to dealing with substantial pieces of litigation (often appearing alone against Queen's Counsel). Martin has been ranked consistently in the directories as a leading practitioner year on year since 2006. He carries a broad practice across commercial litigation, sport, arbitration and employment (as detailed below). He is nationally recognised for considerable experience in all aspects of sports law litigation and is ranked in Band 1 for the Regions by Chambers and Partners UK. He also sits as an arbitrator in sports disputes, appointed by Sport Resolutions and the Football League. He served on the Attorney General's Panel of Counsel for five years.

COMMERCIAL LITIGATION

Martin has regular instructions in most areas including banking (typically claimants' instructions on large-value mis-sold product claims, IRHP complaints and unfair relationship), shareholder and partner disputes, business sale warranties, directors' duties and disqualification, confidential information and business protection, passing off, insurance and commercial torts. A significant element of contentious work involves urgent interim relief applications, delivery-up orders, freezing injunctions and search and seizure orders.

Illustrative recent cases

Fons HF v (1) Pillar Securitisation SARL (2) Bracken Investments Ltd

Acting for Icelandic liquidator in £14m claim for alleged misappropriation of shares in Hamleys toy stores taken as security for debt after the collapse of the Icelandic banks.

Bendalls v Exova

International Court of Arbitration dispute arising from defective testing on an installation at a nuclear facility in the USA.

Harewood International v Unique Forwarding

Dispute between importer and freight forwarder re: products being shipped from China. Issue of unlawful lien being exercised. 10 day High Court trial

Seaga Intl v (1) Apollo VS Ltd (2) Rawding

22 day trial on a claim for an account based on an unravelling of 5 year commercial distribution agreement together with claim against a director on a personal guarantee.



Yong Lian Yinshua Hao Cai Ltd & anr v Print Chem & ors
Large intellectual property case re theft of secret chemical formulations

Other reported cases:

James Andrew Robinson v P.E. Jones (Contractors) Ltd. [2011] 3 WLR 815 : [2011]BLR 206 : 134 Con LR 26 : [2011] 1 EGLR 111 : (2011) 27 Const LJ 145 : [2011]CILL 2972 : [2011] 4 EG 100 (CS) : [2012] QB 44

A seminal, law-textbook Court of Appeal case on crossover liability in contract/tort. Where one party to a contract owed the other a contractual duty of care, there was no automatic assumption of an identical duty of care in tort. Whether or not the doctrine of assumption of responsibility could be applied to building contracts so as to give rise to tortious liability for pure economic loss arising from a latent defect depended on the relationship and dealings between the parties; a contractual clause that expressly excluded tortious liability satisfied the requirement of reasonableness under the Unfair Contract Terms Act 1977

Hughes v Pendragon Sabre Ltd [2016] EWCA Civ 18

A customer had entered into a binding contract with a car dealership to buy a limited edition Porsche, even though the contract did not stipulate the price, specification or delivery date of the vehicle. Under the Sale of Goods Act 1979, it was possible to enter into a contract for the sale of goods which had not yet been acquired by the seller, even though the seller's acquisition of those goods depended on a contingency which might or might not happen.

Pencil Hill Ltd v US Citta di Palermo SpA QBD (Merc) (Manchester) (Judge Bird) 19/01/2016,

It would not be contrary to public policy to enforce a New York Convention award which included a penalty. In the instant case, it was significant that the parties had chosen a governing law which provided for the reduction of a penalty considered excessive and that such a reduction had been made.

Gavin Edmondson Solicitors Ltd v Haven Insurance Co Ltd [2015] EWCA Civ 1230, Times, January 29, 2016

An insurer which made settlement offers directly to a number of personal injury claimants had done so in order to avoid paying the costs of a firm of solicitors which had entered into conditional fee agreements with the claimants. Although the claimants had no personal liability to pay the solicitors' fees under the terms of the conditional fee agreement the solicitors had an interest which the insurer had notice of and the principle of equitable intervention operated to require the insurer to pay the solicitors' fees.

ASE PLC & anor v Kendrick & ors [2014] EWHC 2171 (QB)(Lewis J)

An interim injunction preventing an employee from competing for six months with his former employer, a company in the automotive industry, was granted where that employee had held



significant responsibility for nurturing and fostering clients, which was vital information in the industry. An injunction sought by a partnership related to that company to enforce a non-solicitation clause in respect of another employee was refused where it sought to restrict soliciting of the company's clients, whereas the partnership contract was limited to those of the partnership.

SPORT

One of the most active juniors in this field with considerable experience across many issues in varied sports. Martin is ranked in Band 1 for the Regions by Chambers and Partners UK. He also sits as an arbitrator in sports disputes, appointed by Sport Resolutions.

Illustrative cases *Football*

Mario Balotelli v Manchester City

Representing the player in the proceedings before the Premier League Board. Very high profile dispute. The PFA considered it a test case on the question of whether on-field disciplinary offences could amount to a breach of the playing contract with the club.

Yaakov v West Bromwich Albion

FA Dispute Resolution Chamber case brought by agent against club for conspiring to cut him out of a transfer deal.

McGill v Bolton FC, Phil Gartside, Sammy Lee, Frank McParland, Simon Marland, SEM Sports Management, Jerome Anderson, Dave Sheron and Jeff Weston

Mercantile Court action by football agent alleging conspiracy against then Premier League club and rival agent for cutting the agent out of a transfer deal.

Middlesbrough FC v Preston North End

£1.5m transfer fee claim

Charlie Adam v Blackpool FC

player/club contractual dispute

Blackpool FC v Leeds United & Simon Grayson

acting for Blackpool suing over alleged poaching of their manager / wrongful termination of contract

FA 'match-fixing' investigation

instructed by 3 players in defence of the charges of betting on League 2 matches in which they participated

Schulte v Middlesbrough FC

acting for German agent suing for outstanding agency fee



Sports Management Services v Bolton FC and Jay Jay Okocha
(Mercantile Court) - acting for the player

Boxing

Billy Graham v Ricky Hatton
acting for the boxer defending £1.5m High Court proceedings brought by ex-trainer

Dennis Hobson v Team Magee [2012] AllER (D) 145, [2012] EWCACiv116
failed joint venture between boxing promoters

Frank Warren v Ryan Rhodes
British Boxing Board of Control hearing and then appeal before the Stewards. Management agreement dispute.

Pat Magee v Kratindaengem
Obtaining a High Court declaration as to the validity of a promotional agreement

(1) Paul Smith (2) Jamie McDonnell V (1) British Boxing Board Of Control Ltd (2) Frank Warren (3) Dennis Hobson QBD (Liverpool) (Judge Bird) 13/04/2015

It was not appropriate to accede to an application by two professional boxers for an order under the Arbitration Act 1996 s.24 for the removal of the British Boxing Board of Control as the arbitrator of disputes with their managers; contrary to the boxers' assertion, there were no justifiable doubts as to the Board's impartiality.

Rugby and other sports

Mason v Huddersfield Giants

Francis Cummins v Bradford Bulls

Tony Puletua v Salford Reds

Leicester Tigers RFC

advising the club in defence of threatened points deduction for alleged breach of salary cap rules

Advising GB Taekwondo on the Aaron Cook London 2012 selection dispute

McGann v Kelly

UFC manager / fighter dispute

Mark Foster v Amateur Swimming Federation of Great Britain

Olympics Selection Appeal



Jonny Wilkinson

advising the rugby player on an image rights dispute

EMPLOYMENT

Martin is a very experienced employment junior practising at a senior level (often appearing alone against Queen's Counsel). He deals with cases across the full range of employment law with considerable additional experience in restrictive covenant/confidential information work and the other commercial aspects of employment law. He was on the Attorney General's Panel of Counsel for 5 years and regularly carried out employment cases for HMRC, Ministry of Justice and other departments. He also has experience of Gangmasters Licensing issues.

Illustrative/reported cases

Bailey-Tsavalas v Express Solicitors

Whether a salaried-partner solicitor was an employee or true partner. Settled after the hearing before the reserved judgment was handed down. Successful representation of the Claimant. Jennifer Eady QC for the Respondent.

Ward, Swift & Dennison v WYG Group PLC

Three unlimited value claims of former directors of large property group dismissed for alleged protected disclosures. Successful representation of the Claimants at trial, on review and on appeal. Mary O'Rourke QC for the Respondent.

Mr P Fentem v The King's School, Chester

Claim for whistle-blowing by Head of Classics at prestigious independent school. Settled part-heard. Representing the Claimant. Caspar Glyn QC for the Respondent.

The Commissioners for HMRC v Jones & Ors T/A Holmescales Riding Centre UKEAT/0458/13/BA

Test case at the EAT on exceptions to National Minimum Wage legislation and definition of apprenticeship.

Lees & ors v Tesco Stores

Successfully defending Tesco against group action arising from a terms and conditions change.

Mason v Huddersfield Giants [2013] EWHC 2869 (QB)

Representing the Claimant in the high profile High Court wrongful dismissal claim brought by Super League rugby player. Dismissal arose from a Twitter indiscretion and the case analysed the link between employment and social media use. Judgment for the Claimant with indemnity costs.

Ase Plc & Anor V Kendrick & Ors [2014] EWHC 2171 (QB)(Lewis J)

An interim injunction preventing an employee from competing for six months with his former



employer, a company in the automotive industry, was granted where that employee had held significant responsibility for nurturing and fostering clients, which was vital information in the industry. An injunction sought by a partnership related to that company to enforce a non-solicitation clause in respect of another employee was refused where it sought to restrict soliciting of the company's clients, whereas the partnership contract was limited to those of the partnership.

S Connolly V Whitestone Solicitors (2011)

In order to find that the performance of an employment contract was tainted by illegality it was necessary to show that an employee knew that a claim to self-employed status to the Revenue was unsustainable at the time the claim was made. EAT (Judge Richardson) 24/06/2011

T Gover & Ors V Propertycare Ltd(2006)

There was no justification for the proposition that the principle in *Polkey v A E Dayton Services Ltd* (1987) 137 NLJ 109 did not apply where the dismissal would have been unfair in any event. CA (Civ Div) (Buxton LJ, Lloyd LJ, Richards LJ) [2006] 4 All ER 69 : [2006] ICR 1073 : Times, May 1, 2006

RECOMMENDATIONS

Chambers UK 2015 (Sport):

"Has built up considerable expertise in handling employment disputes for sports clients. He is particularly known for his handling of disputes between players and agent." Strengths: *"He has a good reputation as a strong litigator; he is sensible, he doesn't take silly points that waste time - he is a tricky opponent."*

Chambers UK 2015 (Commercial Dispute Resolution):

"Adept senior junior whose well-rounded skillset includes commercial, construction, restrictive covenants and sports law expertise. Sources praise his client service and the quality of his advice." Strengths: *"A very sharp operator - very talented and effective in court."* *"A skilful advocate who is very impressive in cross examination, with a manner which puts clients at ease."*

Legal 500 2015:

"An excellent cross-examiner"

APPOINTMENTS

Arbitrator for Sport Resolutions and the Football League

QUALIFICATIONS

LLB (Dunelm)