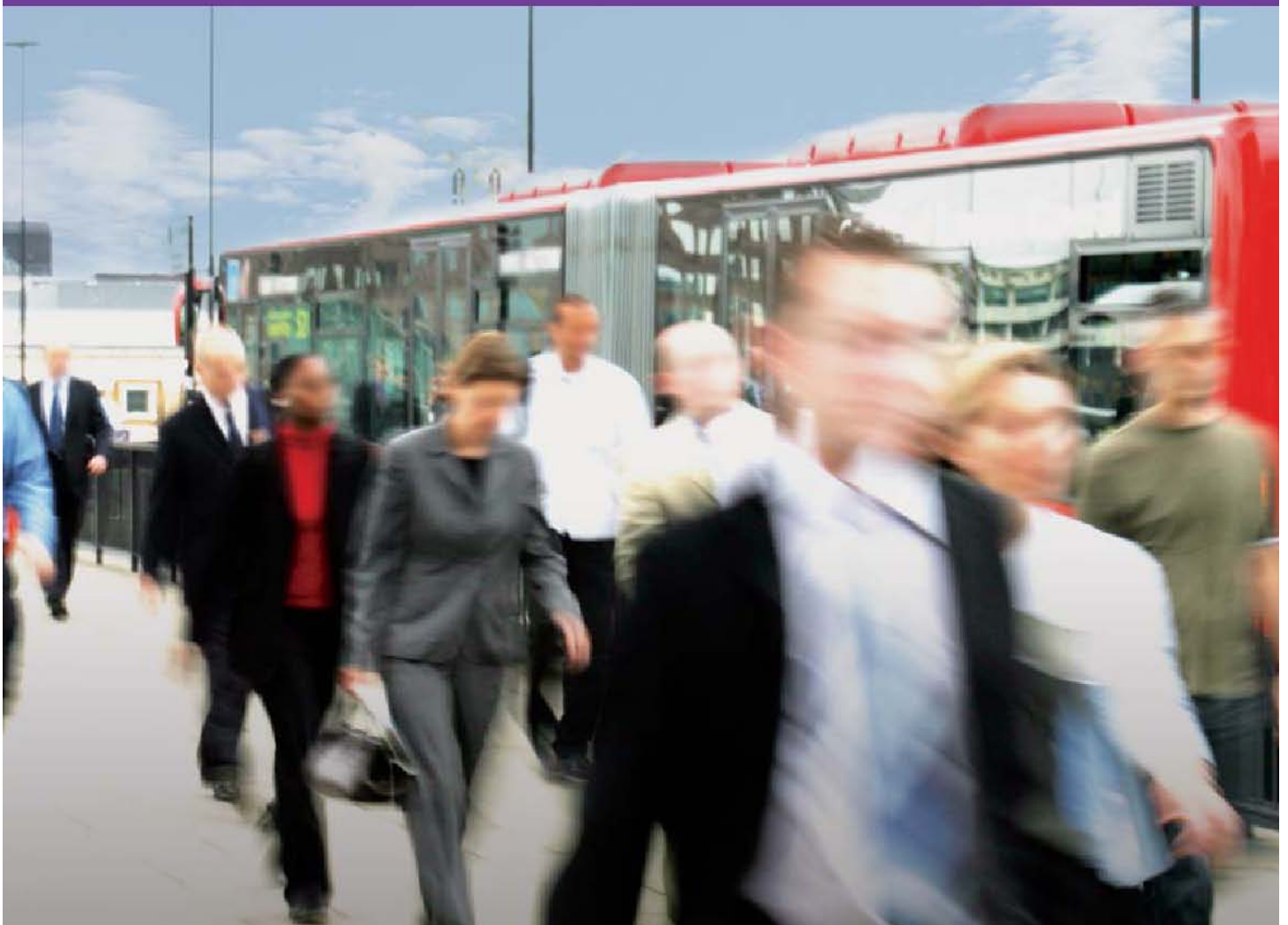


# Information 2011



Expert legal assistance and  
training to the public sector



[www.jamesbutton.co.uk](http://www.jamesbutton.co.uk)

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# Welcome

## **The James Button & Co Subscription Scheme**

This is a specialist service provided by James Button & Co, to help the NHS and local authorities understand and address many of the legal issues that will arise during their everyday operations. A programme of training courses lies at the heart of this service, driven by a subscription scheme that provides reduced cost training, legal assistance and guidance.

James Button & Co is a long-established firm of solicitors based near Bakewell in Derbyshire. The firm has been in existence for over 16 years having been originally set up and funded by the Department of Health and Welsh Office. Since August 1994, the firm has been self funding on a subscription basis.

James Button has considerable Local Government and NHS experience gained at Local Authority and Health Authority level, and has written a number of books and articles on relevant topics. He is currently the president of the Institute of Licensing (formerly the Local Government Licensing Forum), an organisation he was instrumental in founding in 1996.

Jayne Foxley is a solicitor who has worked for Local Authorities for 17 years in Dorset and Mid Wales. She has a Diploma in Local Government. She also has experience of working in the Magistrates' Court Service. Until 2008 she was the Shire Solicitor based in Brecon for Powys County Council. Now she is a Consultant for James Button & Co.

Jayne has been working as a Trainer for James Button & Co for a number of years. She is a knowledgeable, engaging and entertaining speaker who always builds a good rapport with course delegates.

Subscription is not intended to and cannot replace an organisation's legal advisers (legal advice is available on a case by case basis from James Button & Co. at an additional cost, with reduced hourly rates for subscribers).



### **Expert legal advice**

Now more than ever before, working in the public sector exposes individuals and organisations to an unprecedented number of legally sensitive situations. From licensing to public health, criminal behaviour to human rights, the legislation involved is weighty and complex, and the responsibilities can be daunting.

James Button & Co. provides expert legal advice on all aspects of licensing, environmental and public health. This includes drafting and advising on all related policies and conditions, with case specific advice and handling committee hearings and Magistrates' Court appeals.

## Comprehensive training for the public sector

James Button & Co training falls into 3 main categories, with courses running between half a day and three days. Following consultation, a bespoke syllabus is prepared for each client according to their specific needs and objectives, and training can take place in-house, or at a local venue. Many training sessions are personally facilitated by James Button, the Principal of James Button & Co. or by Jayne Foxley, Consultant, with others being conducted by specialist lecturers.

### Benefits of Subscription

Local Authorities and NHS bodies subscribe on an annual basis, and receive:

- \* Unlimited access to the James Button & Co for assistance and guidance on legal queries on all aspects of environmental health law, public health law and local authority licensing law.
- \* Access to the subscribers zone on the James Button & Co website.
- \* Access to training courses provided by James Button & Co at a reduced cost.
- \* In-house training on a topic of your choice, tailored to your requirements, delivered at your venue at reduced cost.
- \* Discounted legal advice and representation



Comments we have received include:

#### Client feedback

**“Excellent training events - professionally and expertly delivered. Always come away with a clearer understanding of the topic”**

Russ Howell, Health Protection Manager,  
Kettering Borough Council

**“JB&Co consistently provides to a very high standard, both in its courses and published material, concise but wide ranging, practical advice”**

David Stewart, Principal Legal Officer,  
Chichester District Council

## Enquiries

A fundamental part of our work is helping subscribers with legal queries.

James will attempt to provide assistance and guidance on any legal problem concerning any aspect of Public Health, Environmental Health or Local Authority Licensing.

James can only provide assistance and guidance. The subscription is not intended to and cannot replace your own legal advisers. Only they can give you definitive advice that you can rely on. However, legal advice is available on a case by case basis from James Button & Co. Solicitors, at an additional cost, and as a subscriber, the cost is lower than the usual charge (please see page 6).

This is the protocol for enquiries :

James Button & Co. provides general legal information. Whilst assistance and guidance will be given to any legal query, this will of necessity be fairly brief and will not constitute legal advice upon which you can rely. Advice of that nature can only be obtained from your own legal adviser.

There is no limit to the number of enquiries that you can make.

Enquires can be made by telephone, e-mail or letter/fax. If you do write to us, unless you indicate that you want to speak to James, he will reply in writing.

## Legal Advice \ Advocacy

It is possible to offer a legal advice service at a discounted rate to Subscribers.

If there is a matter upon which you want legal advice which you can rely on in legal proceedings that can be provided on a case by case basis.

As this is not part of the Subscription, a fee will be payable, but Subscribing Authorities will receive a discount on the normal charging rates. The legal advice is charged per hour.

This advice is available for all aspects of environmental and public health, local authority licensing and related matters. This includes:

- \* Case advice on specific matters
- \* Advising Licensing Committees
- \* Appeals in the magistrates courts
- \* Prosecutions
- \* Drafting and advising on policies (both licensing & planning)
- \* Commenting and advising on any aspect of environmental health, licensing or public health activity.
- \* Representation before Committee

## Training Costs

A large portion of the work of the Unit is concerned with training. We have a team of experienced and highly qualified lecturers to facilitate the training.

Courses are available for Officers and Members of authorities in a variety of subjects. The courses are not only aimed at public health professionals and environmental health professionals, but administrators, lawyers, managers, Members etc., depending on the course. A large number of authorities have taken advantage of this, and held courses in their own premises. This is a most cost effective way of delivering training to officers of your authority.

The courses are accredited for Solicitors Regulation Authority Continuing Professional Development, and also count for Chartered Institute of Environmental Health and Faculty of Public Health Medicine Continuing Professional Development.

### Training Costs

The cost per person is very reasonable, for this year we are holding the training costs at last years prices. This represents an excellent saving for your authority. We are also introducing a quarterly subscription scheme so you do not have to take out a full year subscription if this is not needed. The Subscription also gives you a reduction on the fees for delegates attending courses that we host in at various venues round the country. These are very useful if you want to send individuals on the courses rather than running your own course. You pay the cost of delivering the training, plus expenses and VAT.

From 1<sup>st</sup> April to 31<sup>st</sup> March the costs are as follows:

#### **For a course that you organise and we provide the lecturer**

As a *Subscriber*

- For a one day course, the cost is £45.00 per head with a minimum cost of £810.00 plus expenses and vat.

As a *Non-Subscriber*

- For a one day course, the cost is £80.00 per head with a minimum cost of £1440.00 plus expenses and vat.

#### **For a course that we host and you send the delegates:**

These courses have proved very popular and are currently held at various sites:

Individual delegates are charged at the following rates for both courses:

- |  |                     |
|--|---------------------|
| * <b>Subscribers</b> - full day fee per delegate     | = £160.00 plus vat. |
| * <b>Subscribers</b> - half day fee per delegate     | = £ 90.00 plus vat. |
| * <b>Non-Subscribers</b> - full day fee per delegate | = £210.00 plus vat. |
| * <b>Non-Subscribers</b> - half day fee per delegate | = £120.00 plus vat. |

Full details of current courses are on the website

[www.jamesbutton.co.uk](http://www.jamesbutton.co.uk)

## List of Courses

### 3 Day Course

- \* Public Health - "Help! It's the Law!"

### 2 Day Courses

- \* Criminal Investigations and Prosecutions

### 1 Day Courses

- \* Consent, Competence, Confidentiality NHS Study Day
- \* Council Decision Making
- \* Criminal - ASBO's (Anti Social Behaviour Orders)
- \* Criminal – Practical Criminal Investigation and Interviewing Skills
- \* Criminal - PACE for Local Authority Officers
- \* Gambling Act 2005
- \* Licensing Act 2003
- \* Licensing - Local Authority Licensing Courses for Members
- \* Licensing – Update and "Local" Gambling
- \* Management - The Essentials of Good Management
- \* Media and Communication Skills
- \* Planning - An Introduction to Planning Law and Committee Procedure for Members and Officers
- \* Planning - An Introduction to Planning Law in Wales for Members and Officers
- \* Public Health (Control of Disease) Act 1984
- \* Public Health - Law for Trainees in Public Health Medicine
- \* Public Health and the Law
- \* Regulators Compliance Code and Regulatory Enforcement and Sanctions Act 2008
- \* Statutory Nuisance and Noise
- \* Taxis - Hackney Carriages and Private Hire Vehicles Outside London.— Introductory
- \* Taxis - Hackney Carriages and Private Hire Vehicles Outside London.— Advanced
- \* Violence - Dealing with Violence at Work
- \* Witness Training—a One Day Course in the art of Giving Evidence

### Half Day Courses

- \* Criminal - RIPA (Regulation of Investigatory Powers)
- \* Gambling Act 2005 – A Half Day Course for Members
- \* Licensing Courses
- \* Licensing Act 2003 Introduction
- \* Planning
- \* Police and Crime Act 2009, the Impact on the Licensing Act
- \* Regulatory Compliance Code
- \* Regulatory Enforcement and Sanctions Act 2008
- \* Section 47 Removals
- \* Street Trading & Sex establishments
- \* Sex Establishment Licensing
- \* Taxis
- \* Work and the Art of Happiness

### Further Courses

Courses are constantly being developed and suggestions for future courses are always welcome, custom courses can be arranged

Thank you for reading this. If you have any questions please call us.

Please return this form if you want your Local Authority or Primary Care Trust to subscribe to the James Button & Co Subscription Service.

Contact name \_\_\_\_\_

Position \_\_\_\_\_

Authority or Primary Care Trust \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_ Postcode \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

E-Mail \_\_\_\_\_ Purchase Order Number: \_\_\_\_\_

The above Local Authority or Primary Care Trust wishes to subscribe to the James Button & Co Subscription Service subject to the terms and conditions printed overleaf -

**(PLEASE TICK AS APPROPRIATE)**


- 1 year, 1st April until 31st March 2012                      £580.00 plus vat @ 20%
- 9 months, 1st July until 31<sup>st</sup> March 2012                      £435.00 plus vat @ 20%
- 6 months, 1st October until 31<sup>st</sup> March 2012                      £290.00 plus vat @ 20%
- 3 months, 1st January until 31<sup>st</sup> March 2012                      £145.00 plus vat @ 20%
- 3 years from 1st April 2011 until 31st March 2014 @ £1680.00 vat @ 20%

- I enclose payment to "**James Button & Co.**"  
(a VAT invoice will be supplied upon receipt of payment)
- Please invoice the authority for the subscription immediately

Signed \_\_\_\_\_ Date \_\_\_\_\_

Please return to:

**Janet Button**  
**James Button & Co. Solicitors**  
**7 Devonshire Drive**  
**Rowsley**  
**Matlock**  
**Derbyshire DE4 2HB**  
**T: 01629735566**  
**F: 01629 735528 E: [accounts@jamesbutton.co.uk](mailto:accounts@jamesbutton.co.uk) W: [www.jamesbutton.co.uk](http://www.jamesbutton.co.uk)**

<p><b>PARTIES:</b></p> <p>1. James Button &amp; Co., Solicitors of 7 Devonshire Drive, Rowsley, Derbyshire, DE4 2HB ("the Firm") and</p> <p>2. The Local Authority or Primary Care Trust or other body named overleaf ("the Subscriber")</p> <p><b>1 Definitions</b></p> <p>The following terms shall have the following meanings:</p> <p>1.1 "Commencement date": 1<sup>st</sup> April 2011</p> <p>1.2 "Conditions": the provisions set out below which shall be incorporated into this agreement in their entirety</p> <p>1.3 "Term": from the Commencement Date until either 31<sup>st</sup> March 2012 or 31<sup>st</sup> March 2014 as indicated overleaf</p> <p>1.4 "Website": the website maintained by the Firm</p> <p><b>2 Appointment</b></p> <p>2.1 The Subscriber engages the Firm to provide the services of the James Button &amp; Co Subscription Service</p> <p><b>3 The Firms' Obligations</b></p> <p>3.1 During the term the Firm shall unless prevented by the ill-health of the principal James Timothy Hamilton Button provide access for officers of the Subscriber by telephone, fax and e-mail during weekday office hours (subject to normal and reasonable holidays) to the Firm for assistance and guidance on legal matters relating to public health law, environmental health law and local authority licensing law. The Firm provides general legal information and training. Whilst a brief answer will be given to any legal query, this will not constitute legal advice upon which the Subscriber can rely. The Subscriber must seek legal advice from either their own lawyer or from the Firm under paragraph 3.4 below</p> <p>3.2 Access to the Subscribers Section of the Firm's Website (in the process of development) via a password to be supplied to the Subscriber by the Firm</p> <p>3.3 Access for officers of the Subscriber to training courses provided by the Firm at a reduced cost</p> <p>3.4 Legal advice on the areas mentioned in paragraph 3.1 above is also available from the Firm at an additional cost, which will be reduced from the costs charged to non-subscribers</p> <p><b>4 The Subscriber's obligations</b></p> <p>4.1 In consideration of the services to be rendered by the Firm under this agreement the Subscriber shall pay to the Firm the sums indicated overleaf</p> <p><b>5 VAT</b></p> <p>5.1 All sums payable under this agreement unless otherwise stated are exclusive of VAT and all other duties or taxes</p>	<p>5.2 Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition to such sums</p> <p><b>6 Secrecy</b></p> <p>6.1 At all times information given to the Firm by the Subscriber remains confidential, but the outline of such queries after being rendered suitably and satisfactorily anonymous may be used at the sole discretion of the Firm to form an article or articles on the Firms' website or other publications of the Firm and additionally used for training purposes within all or any parts of the United Kingdom, the European Union and the remainder of the World</p> <p>6.2 Any information given to or obtained by the Subscriber concerning the business or operation of the Firm other than that used for the purposes of publicity shall not at any time be divulged by an officer or member of the Subscriber without the written consent of the Firm</p> <p><b>7 Ownership of copyright</b></p> <p>7.1 The ownership of and sole right to the copyright of any work undertaken by the Firm for the Subscriber under this agreement shall be vested in and at all times remain the ownership of the Firm</p> <p><b>8 Status of the Firm</b></p> <p>8.1 During the term the Firm will be part of James Button &amp; Co. Solicitors or any amalgamated or merged firm which incorporates all or any of James Button &amp; Co. but the right is reserved by the Firm under the control of James Timothy Hamilton Button to transfer the ownership of the Firm to any other legal owner, such decision to be made at the sole discretion of James Timothy Hamilton Button</p> <p>8.2 The Firm shall not be subject to directions from the Subscriber as to the manner in which any work will be performed</p> <p><b>9 Miscellaneous</b></p> <p><b>9.1 Warranty</b></p> <p>Each of the parties warrants its power to enter into this agreement and has obtained all necessary approvals to do so</p> <p><b>9.2 Interest</b></p> <p>The Firm reserves the right to charge interest on all sums due from the Subscriber which are not paid on the due date such sums shall bear interest from day to day at the annual rate of 5% over the daily base lending rate of HSBC Bank plc with a minimum rate of 10% per year</p> <p><b>9.3 Receipt</b></p> <p>The receipt of money by either of the parties shall not prevent either of them from questioning the correctness of any statement in respect of such money</p> <p><b>9.4 Force majeure</b></p> <p>Both parties shall be released from their respective obligations in the event of national emergency war prohibitive governmental regulation death illness or serious injury to James Timothy Hamilton Button or if any other cause beyond the reasonable control of the</p>	<p>parties or either of them renders the performance of this agreement impossible whereupon all money due under this agreement shall be paid and in particular:</p> <p>9.4.1 The Subscriber shall immediately pay to the Firm all arrears of payments</p> <p>9.4.2 No refund of any payments already paid will be made</p> <p>9.4.3 VAT paid will not be refunded in any circumstances</p> <p>Provided that this clause shall have effect only at the discretion of the Firm except when such event renders such performance impossible for a continuous period of not less than 6 calendar months</p> <p><b>9.5 Termination</b></p> <p>The Firm reserves the right to terminate this agreement on 3 months notice</p> <p><b>9.5 Severance</b></p> <p>If any provision of this agreement is declared by any judicial or other competent authority to be void voidable illegal or otherwise unenforceable the remaining provisions of this agreement shall remain in full force and effect</p> <p><b>9.6 Discretion</b></p> <p>Any discretion exercise of discretion judgment or opinion or approval of any matter mentioned in this agreement or arising from it shall be binding on a party only if in writing and shall be at its sole discretion unless otherwise expressly provided in this agreement</p> <p><b>9.7 Change of Address</b></p> <p>Each of the parties shall give notice to the other of the change or acquisition of any address or telephone e-mail or similar number at the earliest possible opportunity but in any event within 14 days of such change or acquisition</p> <p><b>9.8 Headings</b></p> <p>Headings contained in this agreement are for reference purposes only and should not be incorporated into this agreement and shall not be deemed to be any indication of the meaning of the clauses to which they relate</p> <p><b>9.9 Joint and several</b></p> <p>All agreements on the part of either of the parties which comprise more than one person or entity shall be joint and several and the neuter singular gender throughout this agreement shall include all genders and the plural and the successor in title to the parties</p> <p><b>9.10 Proper law and jurisdiction</b></p> <p>This agreement shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England</p> <p></p>
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