

## Alan Bishop

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Alan practises in commercial law. He specialises in most aspects of employment law including restraint of trade and in drafting tailored employment contracts and policies for both large and small employers. However, Alan's strength is to offer practical solutions in awkward and unusual employment situations.

### Commercial

Alan is engaged in insurance, contract and tort litigation. Examples of insurance litigation include policy interpretation, broker negligence and business interruption. An example of his tort work includes the recent Wembley Market case (see case report below).

### Employment

Alan is often brought in as a troubleshooter in complicated and often delicate areas. Alan describes it as the "how did we get into this mess and how do we get out of it" area. The disputes tend to be highly confidential even if they appear to be in the public domain. Because of this his cases are rarely reported. His clients are diverse and range from large banks, pension funds and other financial institutions, to international entrepreneurs, doctors and exotic dancing clubs.

Every dispute is different and can involve almost any aspect of employment law; sometimes complex contractual and bonus arrangements, sometimes discrimination and harassment. His experience in employment law enables him to provide a prompt employment drafting, advice and checking service in respect of a wide range of employment documentation including contracts of employment, restraint of trade clauses, disciplinary and grievance procedures, discrimination policies and staff manuals. He can also supply checklists in respect of this documentation which can make the job of drafting these documents easier and save both the solicitor's and the client's time. Much of the checklist can be completed by the client before full instructions are taken. He is particularly able to advise promptly upon, act in and provide his advocacy skills in respect of a wide range of restraint of trade and discrimination problems and has experience in these areas in the High Court, county court, employment tribunals and the appellate courts and tribunals.

His confidential advice work has covered a broad spectrum from the results of indiscreet emails, office affairs, 'swinging' partnerships, blackmail and exotic dancers' working arrangements to the construction of complex investment banking directors' contracts and bonus arrangements, confidential redundancy and TUPE planning.

He has also assisted with resistance to revenue investigations where the question was whether or not the persons concerned were employed or self-employed.

***Business Environment Group Ltd v Wembley Fair (Wembley) Ltd and Wembley (London) Ltd (2005) [2005] EWCA Civ 1230 and [2005] EWHC 1385 (Ch)***

### Nuisance - Injunctions - Highways

Alan Bishop successfully represented Business Environment Group Ltd ("BEG") against the owners of Wembley stadium in this dispute which concerned the largest Sunday street market in England. BEG, the claimant, owned an office block and land adjacent to the pedestrianised public road, Olympic Way, which leads to the newly rebuilt Wembley Stadium. BEG sought an interim injunction restraining part of the market from operating on the basis that it interfered with BEG's access to its property although possible future losses might be small. Wembley Stadium argued that the granting of an injunction, even if only on an interim basis, was unfair because it was likely to be determinative of the entire dispute yet cause them a substantial loss. They claimed, it would be difficult and expensive for them to assemble the evidence to prove their case at full trial.

At first instance Mr Justice Hart granted an interim injunction as sought by BEG restraining part of the market from operating. The Court of Appeal upheld his decision although it accepted that the injunction was likely to determine the issues between the parties and that BEG had only a reasonable likelihood of success at trial. The Court of Appeal agreed with the Judge that (a) BEG was good for any likely award under its undertaking in damages; (b) that there was a real likelihood that if the injunction was not granted BEG would suffer interference to its business (albeit difficult to quantify) and (c) that whether or not the action was continued by either party was an entirely commercial decision. It therefore decided that the injunction had been properly granted.