

**MARTIN BUDWORTH |
MANCHESTER, LEEDS &
BIRMINGHAM**

Year of call: 1999

Qualifications: LLB (Dunelm)

Clerked by: Harry Young Gary Young

AREAS OF EXPERTISE:

Arbitration Banking & Finance
Commercial Litigation Company
Employment International &
Offshore Partnership Professional
Negligence Sport Technology &
Construction



Profile

Martin is a prominent senior junior dealing with substantial pieces of litigation (often appearing alone against Queen's Counsel). He has appeared in more than 45 reported/published cases which is testament to real strength across broad areas. Martin has been ranked consistently in the directories as a leading practitioner year on year since 2006; Chambers and Partners UK currently ranks him in no fewer than 4 practice areas. He served on the Attorney General's Panel of Counsel for five years. He carries a diverse practice as detailed below. His background in both **commercial litigation** and **employment law** made him well suited to issues in the sports law field and he continues to be nationally recognised for considerable experience in all aspects of sports law litigation and is ranked in Band 1 for the Regions. He also occasionally sits as an arbitrator in sports disputes, appointed by Sport Resolutions.

"all that Mr Budworth has so ably submitted" Etherton MR in *Clearway v Miles Smith* [2016]EWCACiv1258

"I recognise the force of the contrary submissions put by Mr Budworth" Lewis J in *ASE plc v Kendrick* [2014]EWHC2171

Year of Call: 1999

Areas of expertise

Arbitration

Martin has regular instructions in most areas including banking, shareholder and partner disputes, business sale warranties, directors' duties and disqualification, confidential information, 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.

Significant reported cases

FCFM v Ken Downing & The Astbury Group

Injunction restraining calling in a £7.5m bridging loan financing a multi-million golf course and hotel development. Application centred around international royalties' agreements given as security (applicant Mr Downing being the former lead guitarist with the band Judas Priest). Opposing Counsel Patrick Goodall QC, Fountain Court.

<https://www.thetimes.co.uk/article/kk-downing-s-astbury-golf-dream-ends-as-a-shot-in-the-dark-ntlslsnjv>

Broomhead v Royal Bank of Scotland

£15m banking claim where Claimant alleges that the bank reneged on a promise to maintain his facility, causing catastrophic business losses.

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.

Lucas Fettes v Centric & ors

Mercantile Court trial on breach of fiduciary duty / conspiracy re solicitation of clients to competitor. £800k claim.

Lazo Properties v Finestone Properties

Competing claims to title of valuable development site. The Chief Land Registrar joined the proceedings as intervener on his own initiative because of the importance of the case.

Yong Lian Yinshua Hao Cai Ltd & anr v Print Chem & ors

Large intellectual property case re theft of secret chemical formulations

RCP v Stockport MBC

Representing local authority in large-scale litigation over commercial operation and status of occupation of three prime site car parks

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

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.

Gavin Edmondson Solicitors Ltd v Haven Insurance Co Ltd. [2014] EWHC 3062 (QB)

An insurer had not acted unlawfully when making settlement offers directly to claimants in low-value personal injury claims arising from road traffic accidents, notwithstanding conditional fee agreements entered into by the claimants with a firm of solicitors.

Anthony McGill v Sports & Entertainment Media Group & 8 ors [2014] EWHC 3000 (QB) QBD (Merc) (Manchester) (Judge Waksman QC)

Claim brought by a football agent excluded from a transfer at the last minute.

Mark Cooper v Bank of Scotland PLC [2013] EWHC 4645 (Ch)

Relief from sanctions application in a high value banking claim.

Dennis Hobson v Patrick Magee (T/A Team Magee) [2012] EWCA Civ 116 CA (Civ Div) (Longmore LJ, Davis LJ, Sir David Keene)

A judge's overall conclusions, in an action concerning a failed joint venture for the arrangement of boxing matches, were properly open to him on the evidence. In particular, he was entitled to conclude that one of the parties had contracted as a principal.

Tinseltime Ltd v (1) Eryl Roberts (2) M & JT Davies (3) Denbighshire County Council (4) Welsh Assembly [2011] EWHC 1199 (TCC)

An employer was not liable in nuisance or negligence for damage caused to a neighbouring company's machinery by dust resulting from a sub-contractor's cutting of concrete blocks since that activity could not be regarded as exceptionally dangerous whatever precautions were taken.

Keith Harrison v Link Financial Ltd [2011] ECC 26 QBD (Merc) (Judge Chambers QC)

The court cancelled a borrower's debts after it found that the creditors had not only breached the Consumer Credit Act 1974 by not providing him with a copy of the terms and conditions and by giving him too short a deadline under a default notice, but had also harassed him over the debt.

R (on the application of Debt Free Direct Ltd) v Advertising Standards Authority Ltd[2007] EWHC 1337 (Admin) QBD (Admin) (Sullivan J) [2007] ACD 82

A without notice injunction granted to prevent publication of an adjudication that a television advertisement was misleading was discharged as it was inappropriate to restrain a public body from publishing its adjudication, and an application for judicial review of the adjudication was refused as there was an alternative effective remedy of internal review.

George Lavelle v Tracy Lavelle & ors [2004] EWCA Civ 223 CA (Civ Div) (Lord Phillips of Worth Matravers MR, May LJ, Jonathan Parker LJ) [2004] 2 FCR 418

Trial judge was correct to find that the evidence clearly showed no intention by the respondent to transfer property to the appellants by way of gift.

Barry Martin Parker v Laurence Stephen Snyder & ors [2003] EWCA Civ 488

Where a draft amended statement of case disclosed viable causes of action and was not so lacking in particularity as to be an abuse of process, the Court of Appeal reversed the judge's decision refusing permission to amend and striking out the claim.

Banking & Finance

Martin has regular instructions in most areas including banking, shareholder and partner disputes, business sale warranties, directors' duties and disqualification, confidential information, 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.

Martin's banking work focusses on claimants' instructions on large value mis-selling claims, IRHP complaints and unfair relationships.

Significant / Reported Cases

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Commercial Litigation

Company

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.

Significant reported cases

Jonas Gutierrez v Newcastle United FC

Representing successful Claimant in very high profile £2m employment tribunal dispute where Premiership footballer alleged discriminatory treatment by the club on the grounds of disability following his treatment for testicular cancer. Opposing Counsel Sean Jones QC. Press coverage links: <http://www.bbc.co.uk/sport/0/football/34526430> <http://www.dailymail.co.uk/sport/sportsnews/article-3272008/Jonas-Gutierrez-suing-Newcastle-2m-lack-support-cancer-battle.html> and <http://www.thetimes.co.uk/tto/sport/football/clubs/newcastleunited/article4585385.ece>

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.

Other reported cases:

ASE PLC & ANOR v KENDRICK & ORS (2014)

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. [2014] EWHC 2171 (QB)(Lewis J)

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

(1) M ZAMAN (2) S ZAMAN (3) M ZAHUR v KOZEE SLEEP PRODUCTS LTD t/a DORLUX BEDS UK (2010)

The cap on the calculation of "weekly pay" under the Employment Rights Act 1996 s.227 did not apply to awards of compensation due to employees under the Transfer of Undertakings (Protection of Employment) Regulations 2006 reg.15(8) for breach of an employer's information and consultation obligations. EAT (Underhill J (President), P Tatlow, M Worthington) [2011] ICR D5

K JONES v MEM MARKETING RETAIL SERVICES (2008)

The employment tribunal had been entitled to reject a claim for unfair dismissal where it had found that the claimant had, in a redundancy situation, unreasonably refused an offer of alternative employment. EAT (Judge Serota QC, SR Corby, M Worthington) LTL 30/1/2008

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

International & Offshore

Partnership

Professional Negligence

Sport

One of the most active juniors in this field outside of London with unrivalled 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.

Significant reported cases

Football

Lugano v West Bromwich Albion FC -Representing the club at an appeal before the Court of Arbitration for Sport in Lausanne. Player's attempt to strike down a unilateral option clause as unlawful.

Triple S Sports v Brady -Acting for the well-known football agency (which acts for Wayne Rooney & ors) in a High Court claim against a former employee for diverting a large agency commission.

Cardiff FC v Felicevich & ors -Representing South American football agent defending High Court conspiracy claim linked group actions brought by the club against various agents alongside former manager and club director.

Jonas Gutierrez v Newcastle United FC - Successful representation of the Claimant in the high-profile claim that the club engineered a termination of his contract following and because of the player's cancer diagnosis

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 £1 million permanent total disablement insurance claim for ex-Premiership player

Schulte v Middlesbrough FC - acting for German agent suing for outstanding agency fee

Bent v Plymouth FC - breach of contract claim

Blackburn Rovers FC v Huddersfield FC - acting for the Premiership club on a dispute over transfer agreement.

Great Harwood Town v Blackburn Rovers FC - defending Chancery Division proceedings on behalf of Blackburn

Curtis Woodhouse v Birmingham City Football Club [2004] (Before the Board of the Premier League)

Danny Granville v Manchester City Football Club plc [2003] (Football League Appeals Committee)

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

TNS FC v Welsh FA - successful appeal for the club - refusal of promotion / restraint of trade

Boxing

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

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

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.

Pat Magee v Dennis Hobson - Trial in a dispute between 2 promoters over television money.

Rugby and other sports

Castleford RLFC v Sale Sharks, Denny Solomona & Andy Clarke -Represented all 3 Defendants in the high profile High Court claim surrounding the England player's controversial switch from rugby league to rugby union. The BBC labelled the case „the Bosman of rugby“ and it was attracting worldwide media attention. Opposing Counsel Nick Randall QC. <http://www.bbc.co.uk/sport/rugby-league/38341209>

Mason v Huddersfield Giants

Francis Cummins v Bradford Bulls

Tony Puletua v Salford Reds

McGann v Kelly - UFC manager / fighter dispute

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

RFU v Wihongi - doping case.

Mark Foster v Amateur Swimming Federation of Great Britain (2004) (Sports Dispute Resolution Panel) - Olympics Selection Appeal

Jonny Wilkinson - advising the rugby player on an image rights dispute

Technology & Construction

Memberships

Inner Temple

British Association for Sport and the Law

Northern Circuit Commercial Bar Association

Appointments

Arbitrator for Sport Resolutions and the Football League

Qualifications

LLB (Dunelm)

Recommendations

Chambers UK 2023

"An absolute star, and very able with clients."

"Martin is an excellent advocate and good at marshalling the arguments for the best possible outcome."

"Martin has a way of capturing attention and agreement which is unsurpassed."

"He is incredibly experienced and knowledgeable in the sport industry. He is very good to deal with and I can trust him in the liaison with clients."

"Martin is excellent at making clients feel at ease. His commercial awareness is second to none and quite frankly you wouldn't want to be against him in court."

"Martin cuts to the real issues and gives good pragmatic advice based on what the client wants to achieve."

Legal 500 2023

'Martin's advice is considered, thorough, accurate and practical. He has a very client friendly approach and also commands respect. He represents clients very effectively.'

Chambers UK 2022

"Martin Budworth is very straight-talking and explains complex issues very clearly and simply." "His strength is his breadth of ability, he's responsive too and his experience is another strength." "He is a very good cross-examiner and very personable."

Legal 500 2022

"Martin is an exceptional advocate, careful and incisive cross-examination is a particular strength."

"Martin is very client friendly, he sees the global picture in all commercial as well as legal respects and is from an instructing solicitor perspective very easy to work with."

Chambers UK 2021

"Very approachable and has an excellent grip of the facts."

"Behind Martin's calm unflappable exterior is a technically brilliant barrister who is quick on his feet and who isn't afraid to put in the hard graft for

his clients." "He is bright, knowledgeable, practical, to the point and good with clients." "He offers an excellent quality of written work and advocates in a calm, assured and persuasive manner."

"Throughout the case Martin was accessible to me and we were able to work more closely as a team at each stage of the process. His approach filled the client with great confidence but also assisted me both in terms of the practical aspects and his legal knowledge and input."

"The go-to sports junior outside of London. He is hugely experienced and well liked by clients." "He is very proactive and user-friendly."

Legal 500, 2020

"Always well prepared and unflappable. Client friendly and very easy to work with."

"Excellent on his feet, very direct and cuts through the issues so that clients have absolute clarity on the strengths and weaknesses of their case or position. Always relieved when Martin is available on a tricky case."

"Martin is an excellent advocate who presents his client's arguments and advances their case in a compelling manner."

"He has an outstanding client care manner which in the vast majority of occasions leads them to trust his judgement after a very short time. He is thorough and although very busy he never attends a hearing unprepared. He is obviously respected by the bench at all levels."

"Good with managing clients' expectations."

"Commercially sound, practical and very user-friendly."

Chambers UK 2020

"He's responsive and has a good manner with clients."

"He always thinks things through and is good at analysing and presenting the case. He keeps a steady head throughout." "He is very impressive in court, has great command of the case and gives clear, pragmatic advice. He's very user-friendly."

"The leading sports junior outside London. He has fantastic experience in the area and clients like his down-to-earth approach."

Chambers UK 2019

"He is excellent with clients, impressive at cutting through issues to get to the key points and unflappable in court." "He is a go-to junior for sports matters in the North West - he's vastly experienced in the field, well liked by clients and quick at getting to the nub of the issue."

"He is astute, approachable and understands the sports industry" "Experienced, no-nonsense, pragmatic and a very client-focused adviser."

"Very knowledgeable and very commercial. He gives concise, targeted advice."

Legal 500 2019

"He is unfazed by challenges in cases."

"He gives good tactical and strategic advice to clients."

Chambers UK 2018

"He is very calm, good with clients and gets to the nub of cases very quickly." "He is very impressive in court and gives clear, pragmatic advice."

"First class and very commercial." "He made everything digestible, his advocacy was second to none and I think he pitched it perfectly."

Legal 500 2018

"A very bright innovative thinker."

"He is very client-friendly."

Chambers UK 2017

"He's technically bright, extremely pragmatic and excellent both on paper and in court." "He gets to the point very quickly and doesn't beat about the bush." "Good on his feet and calm under pressure."

"A real star and a sports nut who gets some great results for players."

Legal 500 2017

"A very bright and innovative thinker, who has the ability to be a real street fighter when required."

"Pragmatic and great on his feet."

