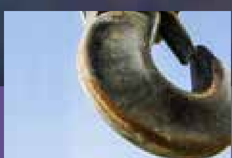
A magazine from

IM irwinmitchell

Edition 2

Focus on Manufacturing



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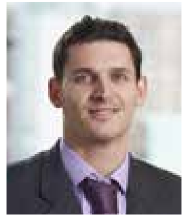

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Welcome...

Full speed ahead

In 2016 the best of British manufacturing will be showcased in the searing heat of a South African desert when the Bloodhound SSC car will attempt to break the 1,000 mph mark and, with it, achieve the accolade by some margin of being the fastest vehicle on Earth. The car is a proud demonstration of British engineering and embodies an industry which has positioned itself at the forefront of innovation and global ambition despite the challenging economic climate.

Manufacturers continue to face what the Financial Times called a 'perfect storm' of macroeconomic challenges which include a stuttering recovery in Europe, less rampant growth in China and a strong pound, all of which weigh heavily on the UK manufacturer's international competitiveness. The woes of the UK's steel industry, in particular, have been well-documented.

Challenges to competitiveness, however, are nothing new for the sector and the reaction of the UK's manufacturers, as in the past, has been to distance itself from the pack by developing ever-more-advanced products, aimed particularly at the automotive and aerospace sectors. Throughout the country we now have some of the most talented manufacturers in the world, producing cutting-edge products manufactured in the heart of great British cities for the global market. Bloodhound SSC is an example of exactly this dynamism, showing why British manufacturers continue to be heralded as the most able and innovative in the world.

Looking to the future, the challenge for manufacturers is to maintain and build on these advances. Manufacturing needs the support of Whitehall; the government needs to continue to invest in developing the highly-skilled workforce which fuels the sector, develop infrastructure and pass legislation that is sympathetic to enterprise and growth.

These needs were in fact clearly articulated in our recent UK Powerhouse report. This in-depth piece of research carried out together with leading think-tank, Cebr, incorporates YouGov research of 1,000 UK bosses. Within the manufacturing sector specifically, it found that 57% of companies wanted the Government to increase local transport and infrastructure investment with around 40% calling for changes to the Government's education skills policy. A summary of the report can be found on pages 14-15 and if you would like to see a full copy, please request one at **www.irwinmitchell.com/ukpowerhouse**

Our manufacturing sector experts recognise what drives manufacturing forward as a sector and our experience of working with the manufacturing sector gives us a great understanding of our manufacturing clients' ambitions and decision-making. In this issue our Dispute Resolution team discuss how clients' commercial considerations are taken into account when a dispute arises and other articles offer advice on a number of issues facing manufacturers including recent legislation on zero hour contracts, tax relief available on property relocation and steps to be taken when terminating a lease.

If you would like to discuss any of the issues raised in this issue or explore how Irwin Mitchell can add value to your business, please contact one of our specialists using the contact details opposite.

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Can I take my crane?

Questions often arise from both tenants and landlords as to whether heavy plant and machinery either has to be, or can be, removed at the expiry of a lease. In determining the position, there are a number of factors to consider.

Q: Is it a tenant fixture or chattel?
Whether an item is a fixture or a chattel will be a deciding factor in whether the item can be removed at the end of the term. The general rule is that tenant fixtures are part of the land and belong to the landlord at the end of the term. A tenant may have the right to remove certain fixtures so long as it does so prior to the end of the term.

Whether an item is a fixture or a chattel will depend upon the degree of annexation to the land in question as well as its purpose – was it intended that the item could be removed? In determining whether an item is a fixture or a chattel, the court will consider:

1. **To what extent is the item annexed to the land?**
2. **For what purpose was the item brought onto the land?**
3. **Is it capable of removal without causing substantial damage to the property upon which it is situate?**
4. **Once removed, is the item capable of being used again?**

Generally speaking, if an item is to be removed prior to the end of the term and meets the above criteria then it is likely to be deemed to be a tenant fixture which is permitted to be removed.

If there is no question of the degree of annexation to the property, the item will be a chattel which a tenant is obliged to remove at the end of the term.

By way of an example, a recent Court of Appeal case determined that a regulator and two transformers, with a combined weight of 250 tonnes, were chattels as they rested on their own weight and were not attached to the land. A crane running freely on rails, which could be removed in tact off its track, was also a chattel. However, a petrol pump bolted to a concrete base has been determined to be a fixture.

Q: What does the lease state?
The position as set out in the lease should be considered in every event, as well as any ancillary documents such as a licence for alterations. If a landlord wishes to prevent a tenant from removing its fixtures, as there may be value in those items, then the lease should expressly disallow the removal.

Q: Were the items installed under a previous lease?
Unless the "new" lease contains an express obligation for the tenant to remove any fixtures which were installed under the old lease then, upon renewal, the fixtures will have become part of the land and therefore the ownership of the landlord.

In such circumstances, a landlord cannot force a tenant to remove the fixtures. It is therefore important for a landlord who may require an item to be removed at the end of the term to make sure the new lease contains an express provision to do so.

The type of heavy plant and machinery which is associated with the manufacturing industry can, inevitably, cause disagreements between a landlord and tenant as to whether it is to be removed at the end of the term of a lease.

Although we have set out a number of criteria which courts will review in determining whether there is an obligation upon a tenant to remove a fixture or whether it has become annexed to the land so that it has become the property of the landlord, the actual analysis which is undertaken goes into far more depth and often requires expert evidence.

The issue of whether tenant's fixtures are fixtures which annex to the land or chattels which can be removed is particularly important if the tenant is exercising a break right in its lease and a condition of the break right operating successfully is that the tenant delivers vacant possession of the property on the break date.

If a tenant, in this situation, leaves heavy plant and machinery in situ, believing it to have annexed to the land but a landlord later disputes that the items were not fixtures but chattels, then this could have serious consequences for a tenant as, if the landlord is correct, vacant possession won't have been given and the lease will continue.

If either party will not accept the position then the parties will have to go to court to determine whether the items in question are fixtures or chattels. If the items are deemed to be fixtures then the landlord may have an issue in re-letting the property or it will have to spend money getting rid of the plant. If the items aren't deemed to be fixtures but chattels then the break right will have failed and the lease will continue and the tenant will remain liable for rent and other payments under the lease until the end of the term, which could be considerable. On the other hand, there may be value in the fixtures which the landlord wishes to retain but a tenant wishes to remove.

Overall, both landlords and tenants in the manufacturing industry are advised to be wary when it comes to heavy plant and machinery and its status as a chattel or fixture. Any intentions in relation to such items should clearly be set out in the lease.

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SUPPLY CHAIN MANAGEMENT

Over the last few decades the UK manufacturing sector has changed immeasurably. We have moved from an era of rapid decline in outputs to a reinvigorated sector with renewed growth.

New trends are emerging and organisations must keep up to date on developments which could gain competitive advantage in their market. We are seeing for example a trend towards re-shoring, as organisations focus more on quality, lead times and innovation over pure cost. Mindful of recent failures and seeking a more accountable and shorter supply chain many companies are turning back to the UK. Reduced timeframes and the intangible benefit of the supply chain being close-by has resulted in a huge change in focus from the offshoring of recent years to local supply chains flourishing.

It is essential to ensure that supply chains are robust, have flexibility to adapt to new market conditions and future proof the organisations strategic objectives. If a business is looking to refocus closer to home, due diligence must be undertaken on current overseas contractual arrangements including termination rights and ownership of intellectual property and assets.

Due to the trimming of workforces in the recession and the lack of focus on training many organisations are now resource-poor and not equipped to meet the growth challenge.

Developing a more stable supply chain to attract the strong skills base around it is critical to developing a successful innovation led climate to help organisations gain competitive advantage. This is again leading to a move from purely overseas sourcing to other options such as multi-sourcing and a focus on the local supply chain.

With the emergence of new trends and structures it is critical for any organisation to keep supply chain management as paramount to its operations.

Companies must ensure visibility of and an effective robust strategy for managing its supply chain. This strategy should focus on identifying and financially quantifying risks and disruptive factors which could impact on its supply chain, for example, the insolvency of a key supplier, termination of a key contract, material shortage, and ownership of core intellectual property or a catastrophic event. A plan should then be developed to minimise the effect of these disruptive factors with a strategy for how the business can recover quickly.

The plan must be regularly reviewed. This should include considering options which may make the supply chain more effective, minimise costs or improve quality. For example, depending on the type of business re-shoring or multi-sourcing could be a better option for minimising disruptive factors. As part of supply chain planning the use of data and data analysis tools should also be utilised to ensure complete visibility of the chain. Whilst historic data remains important there is a new focus on analytical software to provide real time high quality management information. Companies could look at options such as cloud computing enabling more accessible information to manage and maximise the use of data as a control over its supply chain.

Selecting the right supplier is fundamental and vetting procedures must be in place. Contracts must be flexible, transparent and with effective remedies if the relationship deteriorates or if the supplier impacts upon your business. Exit management of contracts is also key to ensure transition and a seamless supply chain.

Reviewing contracts regularly and utilising all provisions available, such as audit rights, should be part of the supply chain management plan to avoid any sudden surprises in these relationships. Building transparent stable relationships is key to the success and resilience of any supply chain.

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The Small Business, Enterprise and Employment Act 2015

Changes in Employment legislation

The Small Business, Enterprise and Employment Act 2015 proposes a number of changes to employment law which will have an impact on employers in the manufacturing sector. Two of those changes came into force on 26 May 2015, and more are to follow.

Zero hours contracts
These are, in essence, contracts under which employees are not guaranteed any work by their employer and were the subject of much political debate in the run up to the general election. The unions are strongly opposed to them, whilst many employers rely on them to meet fluctuating levels of demand whilst keeping a control on wages.

There has not previously been any legal definition of zero hours contracts, and the Act introduces one. In essence, it defines zero hours contracts as contracts under which the employee or worker only has to work if the employer offers them work, and where there is no certainty that any work will be offered. It is not clear whether the definition only applies where the person has to accept work if it is offered.

> The Act does not make zero hours contracts illegal, so employers who want to use them can continue to do so.

It does however try to make it harder for employers to include exclusivity clauses in zero hours contracts, so that workers on such contracts can work elsewhere if they wish to (or need to in order to pay the mortgage!) The Act renders legally unenforceable any term in a zero hours contract which prohibits workers from working for other employers, or from doing so without their employer's consent. This applies to both existing and new zero hours contracts. The impact of the change is that employers using zero hours contracts will no longer be able to insist that those on zero hours contracts do not work for anyone else. Exclusivity clauses in such contracts will be unenforceable.

In practice this may not be such a big deal, as there are ways around it. An employer could still insist, for example, that workers are available for work 'as and when required' and refuse to offer work to those who cannot comply with this (including where they are working for someone else).

National minimum wage
The second change made by the Act is to the maximum £20,000 penalty for non-payment of the minimum wage – a penalty which, it has to be said, is seldom awarded in practice. Since the Act came into force, the penalty has applied in respect of each worker who has not been properly paid (rather than a total of £20,000 for all workers). The penalty is, of course, in addition to payments due to the worker to bring their wages up to the level of the national minimum wage and is designed to be punative.

Other changes are also proposed by the Act, but we don't yet know when they will come into force. The other changes include financial penalties for unpaid tribunal awards and settlements made via ACAS, restrictions on the number of postponements of tribunal hearings, and the introduction of gender pay gap reporting for those employers with over 250 employees.

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STEPS TO AVOIDING LITIGATION

In a year in which court fees have risen by as much as 622% and the Ministry of Justice is consulting on yet further fee hikes, there has been a long-overdue effort by lawyers to avoid court-based litigation, an endeavour which our own dispute resolution specialists have already enthusiastically supported with great success.

Our Commercial Litigation team has led the charge when it comes to the use of Alternative Dispute Resolution (ADR), recognising that the commercial considerations of our clients are very rarely such that protracted litigation is the best option for them. Aside from the length, cost and uncertainty of proceedings, litigation diverts management time away from the day-to-day business of our clients with a resultant impact on productivity which can be ill-afforded by the streamlined, highly-efficient manufacturing firms of today.

The key to avoiding litigation is to have it in mind at the outset. By ensuring contracts are robust and contain enforceable dispute resolution clauses, it is possible to at least inject into any future disputes a degree of certainty about how it will be resolved, be it through an arbitration or mediation process or the intervention of a technical expert in appropriate circumstances. We are often approached by clients who have entered into contracts without legal advice and find themselves forced to adopt either the counterparty's terms and conditions or to work with a contract which is simply unfit for purpose. The value of seeking advice on the contract at the outset quickly becomes apparent once a dispute arises.

In an effort to avoid litigation, it also pays to be attuned to the circumstances of the companies with whom a contract is being entered into; to research their financial circumstances, be aware of any issues or disputes they have or may have had previously and even gauge their appetite for litigation or intransigence in the event of a dispute. This due diligence is something with which our team will be able to assist.

Recent examples of contracts which included problematic clauses included one which was to be governed by Finnish law, one which included no clause stipulating what would happen in the event of a dispute and one which contained no limitation of liability.

Each of these clauses introduced uncertainty into what was already a distressing time for both clients, and each could have been avoided if our clients had sought advice at the time of entering into the contract. Think of the contract as an insurance policy; contemplate the worst and protect against it through thoughtful and comprehensive drafting. Much like with insurance, the price to be paid for the certainty is almost always less than the cost of picking up the pieces.

Our clients often reflect on disputes and comment that their regret was not getting the contracts right at the beginning.

By omitting a governing law clause, for instance, a client may find themselves embroiled in litigation in a foreign court with all the resultant cost, inconvenience and uncertainty. Likewise omitting a dispute resolution clause may kybosh any attempt to settle the dispute commercially and instead force the dispute down the road of court-based litigation. That being said, we know that there will still be times when, despite taking every precaution, a dispute will arise. Our team is renowned amongst manufacturing firms for providing pragmatic advice in such circumstances and adopting a strategic approach at the outset to how best to resolve a dispute.

Even when litigation is unavoidable we continue to have our client's commercial considerations at the forefront of our decision-making and consider with them the cost and inconvenience of litigation when looking at settling proceedings without recourse to a trial. Our vigilance and understanding means we can ensure our strategy reflects our client's thought processes.

Our Commercial Litigation team includes Dorrien Peters, praised on Legal 500 as having a 'strong commercial acumen' and who brings with him a wealth of experience as an engineer in the aerospace industry prior to working in law. Like the rest of our team, Dorrien has an acute awareness of the commercial considerations of our manufacturing clients and an unrivalled understanding of what drives our clients' businesses.

We can help you take steps to avoid litigation and to deal with disputes which have already arisen. Please contact our specialist Commercial Litigation team to discuss your circumstances.

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MANUFACTURERS RESPOND TO GOVERNMENT EFFORTS TO CUT ENVIRONMENTAL RED TAPE

According to the Report ‘Green Tape: Manufacturers’ Views of Progress on DEFRA’s Regulatory Reform Agenda’ produced by the Engineering Employers’ Federation (EEF), around 70% of the manufacturers responding considered the elimination of ‘green’ red tape was important to their business. Around 40% of the respondents felt that the Government had not done enough to deregulate. Those in the rubber, chemicals and metals sectors in particular seek a trimming of environmental legislation. Whilst there is an apparent wish to address environmental and climatic concerns, the overall belief appears to be one that there remains a level of unnecessary and complicated regulation that serves to hold manufacturers back.

Whilst the Government may defend its position in that it seeks to make life easier through its regulatory culls. The benefits of reduced and better regulation are not being felt by businesses and more robust action to reform legislation and make data reporting easier is desirous. Waste alone provides at least 10 pieces of separate legislation for manufacturers to deal with.

The current consultation only closed on 14 September 2015 but it would seem that the EEF Report has already delivered a damning verdict on the Government’s efforts thus far. Only 25% of the respondents felt that the efforts have had the right focus and those saying that they have been saved time and money are negligible.

> Europe seems to be a bone of contention given that much of the regulation has flowed from our membership of the European Union.

The initiative to reduce unnecessary regulation has arguably been more focused on the UK rather than the European legislation even though the latter is more prevalent. Manufacturers have said that more should be done to tackle the green red tape emanating from Europe.

The whole European debate including any proposed withdrawal from the European Union has caused some concern for the UK Environmental Lawyers Association (UKELA) as they expressed a view that such discussions require a full examination of the possible negative impact upon the environmental legal landscape and in turn the environment as a whole, should that eventuality arise. In a similar vein there are calls for calm from the Environmental Industries Commission in that there needs to be some recognition that manufacturing and environmental risks are complicated. It follows that a degree of complex regulation is unavoidable if the environment is to be protected.

Increased fairness, market creation and environmental improvement without impediments to innovation, trade, investment, efficiency and competitiveness are the understandable objectives of the manufacturers.

The next stage of the simplification process with the publication of the response to the consultation is awaited with great interest.

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Supporting economic strength and bridging the prosperity gap

irwinmitchell UK POWERHOUSE

Executive summary

This report for Irwin Mitchell examines the economic performance of the UK's regions and cities and considers what policymakers need to do to prevent a widening gap in prosperity across the country. The research is informed by a wide range of datasets, Cebr's forecasts and models, and a YouGov survey of 1k UK businesses commissioned by Irwin Mitchell as part of this research.

The key findings of the report are:

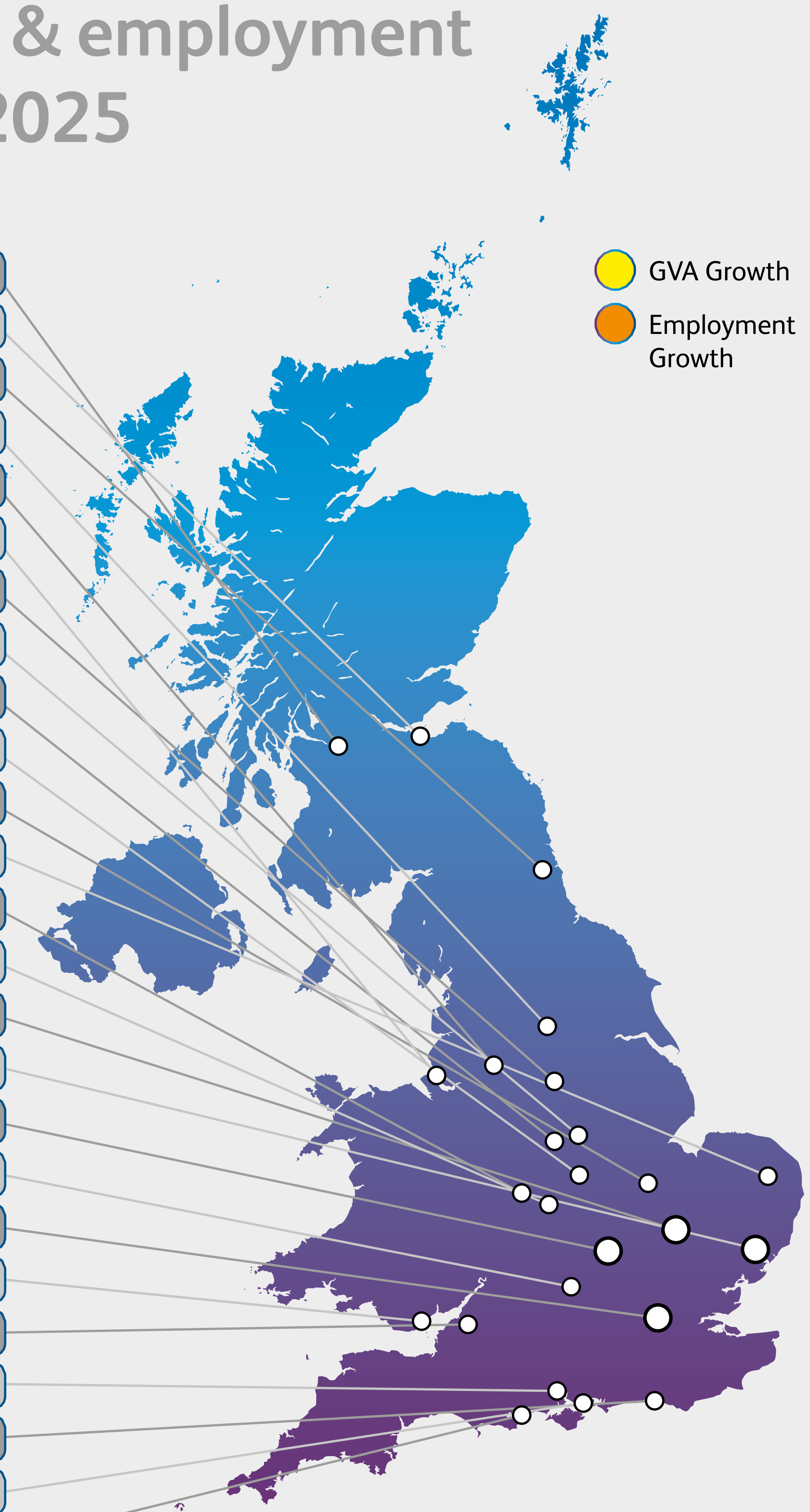
- **Economic activity per person is considerably higher in London compared with the rest of the UK.** In fact, of the 12 regions of the UK, seven have less than half the GVA per head of the capital. These seven are made up primarily of Northern regions, who on the whole lag their Southern counterparts.
- **Cebr forecasts a continuation of these trends.** Between 2014 and 2025, GVA in London is forecast to grow by 31%. This compares with growth of just 12%, 14% and 16% in Northern Ireland, Wales and the North East of England respectively.
- London's economy is currently around six times **the size of Greater Manchester,** while Inner London alone is just under 10 times the size of Birmingham.
- **In the second quarter of 2015, Cambridge was the fastest growing city economy in the UK, closely followed by Milton Keynes and London.** Middlesbrough and Hull were among the five slowest growing cities, implying that the gap between these cities and wealthier cities will widen.
- **The differences in economic performance across the regions have a number of causes,** ranging from differences in the industries that operate in the regions, to variations in skills and the level of government investment in infrastructure.
- **London has not only attracted higher levels of infrastructure investment over the past decade but also has a considerable amount more planned in the pipeline compared with other regions.** Analysis by IPPR shows London's per capita publicly supported infrastructure spending projected at £5,426 per resident. Investment in the North West region is estimated to be £1,248 per person, while Yorkshire and the Humber sees £581 per person and the North East only £223 per person.
- **Despite all the rhetoric around building a Northern Powerhouse, a net balance of businesses surveyed in the North as part of this research disagreed that the government was doing enough to support regional economic growth.** In contrast, a net balance of businesses agreed with the statement in London and the Midlands.
- **Close to half (48%) of businesses surveyed agreed that further devolution of powers would boost regional economic growth, while just over a fifth (22%) disagreed. The remainder of businesses neither agreed nor disagreed,** or "did not know". Belief in devolution was strongest in the North of England, with close to three fifths (59%) of businesses agreeing that it could boost economic growth in the region.
- **Over half of businesses surveyed felt that local determination of business rates could boost economic growth in their region.**
- **Improving road and telecommunications infrastructure were the most frequently cited policies for boosting economic growth among the businesses we surveyed.** Improving local rail services and more home building programmes were also relatively popular answers.
- **Over a fifth (22%) of the London businesses we surveyed thought that more homebuilding was the number one policy for boosting economic growth in the capital** – more popular than any other policy.

Visit the interactive map at www.irwinmitchell.com/ukpowerhouse to:

- View your regions GVA, employment and productivity results from 2005, 2015 and forecast for 2025
- Request a copy of the full 54 page UK Powerhouse report

Projected GVA & employment growth 2015-2025

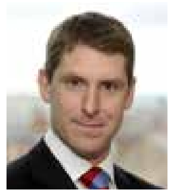
	GVA Growth	Employment Growth
Glasgow	18.1%	4.1%
Edinburgh	19.2%	4.7%
Newcastle	17.1%	7.2%
Leeds	17.1%	7.6%
Greater Manchester	18.4%	8.6%
Liverpool	17.6%	8.1%
Sheffield	15.8%	6.9%
Nottingham	20.8%	9.8%
Derby	18.5%	8.1%
Leicester	17.3%	8.1%
Peterborough	20.1%	8.8%
Norwich	22.3%	9.3%
Birmingham	19.2%	9.3%
Coventry	17.5%	9.0%
Cambridge	32.0%	12.9%
Ipswich	23.5%	10.2%
Milton Keynes	25.4%	8.6%
Oxford	25.2%	8.5%
London	27.2%	11.1%
Cardiff	15.9%	5.4%
Bristol	18.4%	7.1%
Southampton	23.1%	7.5%
Brighton	22.7%	6.9%
Portsmouth	23.0%	7.3%
Bournemouth	20.0%	8.5%



RELOCATING?

DON’T FORGET YOUR TAX RELIEF

Land remediation relief (LRR) provides tax relief for those acquiring and remediating certain land. The relief is very generous and could make the decision to relocate easier.



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What is LRR?
LRR allows companies to claim a corporation tax deduction for expenditure incurred in remediating certain contaminated/derelict sites.

What is land in a contaminated state?
The relevant property must be acquired in a contaminated state, excluding cases where Japanese knotweed is concerned. HM Revenue & Customs (HMRC) accept that LRR can be claimed in respect of Japanese knotweed even if this was not present at the site when acquired.

Land or buildings in the UK are classified in a contaminated state if there is contamination present as a result of industrial activity or certain natural contaminants (namely, radon, arsenic and Japanese knotweed) such that it is causing relevant harm, or there is a serious possibility that it could cause harm.

In lawful terms ‘relevant harm’ includes pollution of controlled waters, structural or other significant damage to buildings and structures or other structures or interference with buildings or other structures that significantly compromises their use.

What is land in a derelict state?
Land is considered to be in a derelict state if it is out of productive use and it is incapable of being brought back into productive use unless buildings or structures on it are removed.

The land must be derelict throughout the period starting earlier than 1 April 1998 and the date the land is acquired by the claimant company and the land must be derelict when acquired. LRR is not available to a company that allows property to become derelict and subsequently brings it back into productive use.

Polluter pays
LRR relief cannot be claimed by the polluter or anyone connected to the polluter. This applies whether the pollution occurred because of something the relevant polluter did or failed to do.

LRR is not available if the polluter retains any interest in the contaminated land, this can fall in to two categories:

Reversionary interest - where a lease of the land is granted.

Financial interest - where the land is sold, but subject to any right for the polluter to share in any future sale proceeds of the property.

What is qualifying expenditure?
To qualify for LRR the expenditure incurred must be on employee costs or materials or on certain sub-contracted land remediation. The expenditure must not be subsidised and cannot be incurred on landfill tax.

LRR is available if a company carries out an ‘options appraisal’ and decides on a remediation strategy that subsequently proves unsuccessful. Expenditure incurred on preparatory activities e.g. desk studies can also qualify for LRR, provided the company goes onto carry out the remediation.

For expenditure on derelict land to qualify for LRR , the expenditure must only be on preparatory works or on the removal of post tensioned concrete heavyweight construction, building foundations and machinery bases, reinforced concrete pilecaps/basements or below ground redundant services.

What is the amount of LRR that can be claimed?
Companies can deduct an amount equal to 150% of the clean-up cost when calculating their taxable profits. So for example if a company spends £150,000 on clean-up costs it can deduct £225,000 from its taxable profits. If the company is loss making it may be able to claim a cash payment from HMRC of an amount equal to 16% of any qualifying land remediation loss surrendered.

M&A

NOW FIRMLY BACK ON THE AGENDA

Latest data shows 22% growth in M&A activity in the manufacturing sector

A new report on M&A activity involving UK-based manufacturing companies has revealed a significant growth in deal activity in the last three months along with signs of greater private equity interest within the sector.

The latest Experian Corpfin data and analysis from Irwin Mitchell shows that 167 manufacturing deals completed in the last three months. This represents a 22% increase on the previous quarter and the highest number in a three month period for two years.

Highlighting an increasingly positive picture for M&A within the sector, the study also found that the volume of manufacturing transactions after the first nine months of 2015 was higher when compared to the same period in 2014 and 2013.

Just over a quarter (26%) of manufacturing deals for the year so far have been in London and the South East, however there continue to be signs that the manufacturing businesses in other parts of England are generating more activity.

Last year, for example, London and the South East accounted for 29% of all M&A but the rate so far for this year is the lowest since the study's start date in 2008.

The North West has increased its share of deals, moving up to 13%, however in Yorkshire and the West Midlands levels have dipped slightly.

There was also a slight increase across England in private equity backed deals with 19 transactions being financed in this way compared to 14 in Q2 and 15 in Q1.

However, despite the stronger quarter, levels of private equity interest in the sector are still lower than they were in 2014.

> So far this year 10.6% of manufacturing M&A has been backed by private equity whilst last year the rate stood at 12.8%

Interestingly, although London has seen its proportion of manufacturing M&A fall, its share of manufacturing private equity deals has increased. In the most recent quarter, 40% of private equity backed manufacturing M&A involved businesses that were based in the UK.

Matt Ainsworth, Corporate Partner at Irwin Mitchell, said: "The picture for manufacturing M&A is improving once again which supports the overall optimism of manufacturers in the UK economy. The sector is driving more and more deals across the UK which is consistent with our pipeline of work at Irwin Mitchell. Obviously the picture is very sector specific with those in the oil and gas supply chains facing particular challenges. That said, we all have a lot to be optimistic about and we are looking forward to a high levels of deal activity throughout the remainder of 2015 and into 2016."

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