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The information given was, at the time of posting, believed to be a correct statement of the law. However, readers should seek specific advice on matters arising and contact names are indicated.

1. Email contracts - Beware

A High Court judge has ruled that a typed name in an email would have sufficed to form a binding contract.

At the advent of the wider use of email there had been uncertainty as to whether an exchange of emails could represent a written contract, but it was established some time ago that a contract can indeed be formed “electronically”. However there has been uncertainty as to whether a formal “digital signature” (perhaps using electronic and/ or trusted third party signature verification) is required to sign off a binding contract.

In the recent case, JPF, a Portuguese bed maker, sought to wind-up a British retailer, Bedcare (UK) Limited over unpaid debts. A Bedcare director, NM, sent an email offering a personal guarantee of £25,000 if JPF agreed to adjourn the hearing for seven days. Bedcare was subsequently wound up and JPF tried to enforce the personal guarantee against NM. NM claimed that, because JPF did not produce a signed agreement it could not enforce the personal guarantee.

The Judge accepted NM's view and agreed that the presence of a sender's email address in the header of an email does not amount to a signature. He said however, that if NM had typed his name at the foot of the email, that would satisfy legal signature requirements in the UK. In this case the name had not been typed.

Note that a simple typed name, and not an electronic copy of an individual's “real” signature, is all that is required.

In the light of this, always insist that another party's email offer or acceptance of a contract bears the sender's name in the body of the email.

Also beware the risk that employees make business contracts without realising it. All company email policies should address this issue.

For advice on technology law or commercial contracts please contact please contact [Tim Cook](#)

2. Why The Da Vinci Code Lawsuit Failed

A High Court judge ruled recently that Dan Brown's bestseller The Da Vinci Code did not steal central themes from a 1982 work of non-fiction.

Two of the three authors of "The Holy Blood and the Holy Grail" claimed that Dan Brown copied "a substantial part of the work to produce an altered copy or a colourable imitation".

It is an accepted principle of copyright law that copyright protects the expression of an idea, not the idea itself.

The Judge said that "the facts and the themes and the ideas cannot be protected but how those facts, themes and ideas are put together... can be". He ruled that Dan Brown did not infringe copyright in the earlier book, he just created a new expression of its idea.

The ruling was welcomed by authors and copyright lawyers as a victory for commonsense.

For advice on intellectual property rights please contact [Neelam Patel](#)

3. Avoid Costly IP Disputes

The UK Patent Office has recently launched a mediation service to assist businesses and individuals to resolve intellectual property disputes instead of resorting to costly litigation.

Mediation is a form of alternative dispute resolution. It involves resolving a dispute by way of negotiations with the assistance of a neutral third party to guide the settlement procedure. Mediation is often a popular method of resolving disputes as it is confidential, it has a flexible framework and avoids expensive and protracted litigation.

The Patent Office has formed a new Mediation Services team to deal with mediation, members of which will be available to mediate at the Patent Office's London and Newport offices. Alternatively, parties can elect an external mediator to deal with disputes at the Patent Office's premises. It is the Patent Office's intention that the new mediation services will offer "affordable enforcement options to IP rights holders and thereby improve the utility of and benefits obtained from those rights".

If you require any further information on mediation or advice on any intellectual property dispute, please contact [Andrew Knight](#)

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