

## Grand Chamber decision due

The final hearing in the long-running 'frozen embryo' case took place in the European Court of Human Rights in November last year. A decision is expected from the Grand Chamber early in April. Partner James Grigg, who has represented Howard Johnston throughout the case, believes Natallie Evans' case will fail. For more information, see our website.



## Website

Our new website went live in November. We have used different technology to make it easier to navigate. There is lots of new material on the site, including a news section and literature downloads. Law News is also now available as a PDF download. Interestingly, the 'Who's Who' section continues to be the most frequently visited area of our site. It just goes to show that people is what it's all about.

## Employment law gets more 'family-friendly'

The new *Work and Families Act* sets out the government's latest array of 'family friendly' policies. As usual under this administration, the Act gives the bare bones and leaves much of the detail to come, by way of secondary legislation. Some of the provisions come into effect in April this year, others will follow. **William Morse** gives a brief overview.

This is a dramatic piece of legislation. 'Family-friendly' it may be, but for many smaller employers the effects will be felt as anything but 'friendly'. Tasks like arranging temporary cover during staff maternity/paternity leave can already be draining for smaller, admin-light organisations. The burden is now set to get even heavier.

### New paternity rights for fathers

Perhaps the most dramatic change is the new right for mothers to transfer some of their maternity leave (newly-extended) to the father. The right allows fathers to claim additional paternity leave and pay, enabling them to take over childcare where the mother has returned to work.

### Increase in statutory maternity/adoption pay and maternity allowance periods

From April 6, these periods will be increased from 6 to 9 months. A further increase to 12 months is expected later this year.

### Flexible working

Rights to request flexible working are being extended to those caring for adults. (It is currently only available to those caring for children under 6).

### Service requirement for additional maternity leave

The current six-month requirement is to be scrapped. All employees will be entitled to take both ordinary and additional maternity leave, irrespective of the length service.

### 'Keeping in touch'

Ten 'keeping in touch' days during maternity leave are to be introduced. They will allow the employee to work for up to 10 days during her maternity leave without affecting her maternity leave and pay rights. The arrangement must be by mutual agreement between employee and employer: there is no right for either side to demand it.

### Returning from maternity leave

The notice a woman must give her employer if she wishes to change the date she intends to return from maternity leave goes up from 28 days to 8 weeks.

### Removal of small employers' exemption

There is a general right for an employee to return to the same or similar job after maternity leave. The current exemption for very small firms is being removed so the right will now affect all employers, regardless of size. Failure to permit a woman to return to the same or similar job would now automatically count as unfair dismissal if she were to bring a claim.

The changes are only described in brief here. In every case, there will be conditions and lots of small print. Employers likely to be affected in any way will need to seek specific advice.

For information contact

**William Morse** (william.morse@willans.co.uk)



www.pauldaviesdraws.co.uk

### Classic employment traps – redundancy

*At a rough estimate, at least 40 per cent of unfair dismissal claims relate in some way to 'redundancy' issues – or to be more precise, situations alleged to be redundancy, says **William Morse**.*

The classic scenario runs along the lines of: "One of our salesmen has been causing trouble in the office – I'm going to make him redundant".

It's amazing how many employers perceive redundancy as something quite separate from dismissal and regard it as a useful solution to people problems.

Redundancy is dismissal. Legally speaking, it is one of the potentially 'fair' reasons for dismissal. Strict and relatively complex procedures must be followed so redundancy is by no means a quick fix.

Cloaking what is actually a dismissal under the description of redundancy doesn't make it so. Neither does it make an employer immune from claims. So if a chap in the pub tells you that one of his salesmen has been causing problems and he is going to make him redundant ... pass on this bit of good advice before he finds himself having to pay big bucks to the errant salesman in the form of compensation!

### Top six risk factors for employers

*According to a survey conducted by the Institute of Directors, 79% of businesses believe that the law does not strike a proper balance between bosses and staff and some 73% regard the law as unfair to employers. Smaller firms in particular complained about the difficulties of staying ahead. Four out of five firms with over 100 staff reported having modified their employment policies within the past six months whereas only around half those with fewer than 100 staff had done so.*

Employment law specialist **William Morse** says: "If you employ people, your business is more vulnerable now than it has ever been. With literally hundreds of additions to the regulatory and statutory framework, employment law has never been as complex or potentially risky as it is now.

We have identified six factors that emerge over and over again as underlying issues that make businesses vulnerable in this field of law.

#### Keeping abreast of current legislation has never been harder

As evidenced by the IoD's findings, it is now a real struggle for smaller businesses to keep up with the increasing amount of legislative red tape which, if not properly administered, can end up costing them a lot of money.

#### Employees are becoming increasingly litigious

It is plain that employees are tending to take a more litigious approach. In these circumstances, it is vital to have a tactical edge. When dealing with contentious employment law, we like to conduct our own advocacy. No company director conducts a case at court – we do, and the insight we gain is invaluable.

#### Issues that seem 'routine' often quickly turn into crises

Most employers have faced a rapidly escalating situation at one time or another – frayed tempers, angry exchanges, imprudent e-mails, someone walks out – or is told to get out. It is possible to have a crisis on your hands in no time at all, which potentially could lead to a dispute. Immediate, practical advice is required to help defuse the situation before a problem starts.

#### Employment issues are generally complex, sensitive and 'political'

Interestingly, the size of the organisation makes little difference to the degree of risk: we know from our own experience that large concerns are as much at risk, if not more so, as the smallest. Where employment law issues are concerned, it is essential to have advice that is timely, technically accurate, tactical and workable.

#### Packaged 'legal' services often fail to deliver

Many employers are tempted by the prospect of being able to hand their problems over to someone else. 'Packaged' services, purporting to be able to deal with 'all employment problems', are widely available from various insurers and consultants on an annual subscription basis. The drawback with such schemes is that many are run on call-centre lines where subscribers receive standard advice in a 'troubleshooting guide' format, from unqualified staff. Since the first rule of employment law is that no two problems are the same, these inflexible, packaged schemes are no substitute for sound technical, hands-on legal advice.

#### Changes and negotiations at senior employee level can be delicate

Because we act for employers and some higher-paid employees, we have the advantage of being in touch with both sides of the tactical 'fence'. Skilled tactical advice is particularly vital at senior executive level because the stakes can be high.



For information contact **William Morse**  
(william.morse@willans.co.uk)

## New Companies Act - will it do what it says on the tin?

*Back in 1998, when the review of company legislation began, the aim was to: "modernise core company law in order to provide a simple, efficient and cost effective framework for carrying on business". The result is the new Companies Act, a few provisions of which have already come into effect with the rest to be introduced piecemeal between now and October 2008. **Simon Brazier** assesses the likely impact on SMEs.*

If nothing else, this is the longest Act in history, with more than 1,300 sections over 700 pages. Although the intention was to help smaller companies, the size of the Act alone means most non-lawyers will find it difficult to grasp and understand.

So why is it so large? The original idea was to introduce some core reforms to run alongside the present regime. However, during the process, Parliament decided to create a more comprehensive code of company law. As a result, much existing legislation has merely been pasted into the new Act unaltered, with no proper assessment of whether it is still appropriate - a rather wasted opportunity.

Some administrative burden on SMEs will be lifted. These changes include:

*Constitutional documents* The main constitutional document will be the articles of association (they will include material that previously constituted the memorandum of association). New, shorter simpler, model articles will replace Table A. The memorandum of association will be much simpler and generally will no longer restrict the scope of a company's activities.

*Company secretary* SMEs will no longer have to appoint a company secretary.

*Shareholders' decisions* As an alternative to calling meetings, shareholders can sign written resolutions and the new Act makes it easier to use these. Currently, all shareholders must consent before a written resolution can be passed: this changes to a simple majority for an ordinary resolution and a 75% majority for a special resolution.

*Streamlined shareholder meetings* Private companies will no longer have to hold AGMs unless they wish to do so.

*Accounting arrangements* The period for filing accounts reduces from 10 months to 9 months after the year-end, making information available to shareholders earlier.

*Financial assistance* The statutory provisions on financial assistance are to be abolished for acquisitions of shares in private companies. This does away with the need for a complicated 'whitewash' procedure when a private company gives financial assistance in the purchase of its shares. This will be especially welcomed by acquisitive SMEs who wish to use a target's assets to secure finance etc.

*Speedier decisions* If shareholders agree, companies may opt to make more use of electronic methods eg circulating resolutions by email or websites. Most SMEs will be able to make shareholders' decisions more quickly without the need for general meetings.

*Simpler process to reduce share capital* A new and simplified procedure to enable private companies to reduce their share capital is to be introduced. It will then not be necessary to obtain a court order.

We will keep you posted as the secondary legislation is developed over time. Should you need advice or information in the meantime please get in touch with Simon Brazier in our company/commercial team.



Contact **Simon Brazier**  
(simon.brazier@willans.co.uk).

## Bats in the belfry

*The Church of England has succeeded in reaffirming a medieval law that means a married couple are personally responsible for hundreds of thousands of pounds worth of repair to the local church chancel. The cost of repairs, plus 17 years' of legal costs, could leave them with a bill of around £1½ million.*

If you are planning to buy or lease a property that is near a church or was previously owned by the church, chancel repairs could prove to be an issue. This applies equally to commercial and residential property. While we always carry out the appropriate searches, it's no bad thing for people to be aware of the potential risks at the outset.

This piece of law has been widely criticised as unfair and the Law Society has called for it to be abolished. For the full story, see [www.chancelrepair.org](http://www.chancelrepair.org)

For information contact **Susie Wynne**  
(susie.wynne@willans.co.uk)

### Developers beware!

*When buying land and property, developers need to keep a weather eye open for the existence of third party rights. If neighbours have acquired such rights, they could be later used to hold the developer to ransom, warns **Susie Wynne**.*

Rights to light .. drainage rights .. rights of way ... they all sound like such minor details that it's easy to see why they can get overlooked when a development deal is being struck. A couple of recent cases illustrate the sort of problems that can arise if they aren't picked up early.

One case involved a breach of a right to light. The claimant had lost daylight to windows over basement stairs as a result of a neighbouring development. The court agreed that the right had been breached but refused to grant an injunction to stop the development, awarding damages instead. The actual damages for loss of amenity were very small – no more than around £3,000. However the award included one third of the likely development profit, by way of compensating the claimant. He walked away with £50,000 – presumably quite swiftly, so as to avoid bumping into the unhappy developer.

The other case involved a right of way that had been acquired through long use. Part of the right of way crossed land that was leased. The leaseholder was one of those who used the right of way. The developer mistakenly thought the lease prevented the right of way being acquired over the leased land. The court disagreed and the developer's plan to build houses was severely disrupted.

We act for many developers and are always alert to the possibility that such rights may exist. Unfortunately they are not always apparent from documentation alone. If developers have any inkling of existing rights that may have unwelcome consequences, it is wise to talk it through with us before proceeding.

The impact of any rights may need to be taken into account in the valuation of the site, and therefore the price paid. The longer negotiations are left, the more a developer may have to pay to get rid of the rights because the claimant's bargaining position strengthens as the development progresses.

Quite commonly a developer will agree to make a positive overage payment to the original seller, giving him a share in the profit made on the development. Clearly, any potential payments to buy off third party rights need to be taken into account before that overage payment is calculated otherwise the seller could make more profit than the developer.



For information contact  
**Susie Wynne**  
(susie.wynne@willans.co.uk)

### Buying a business – property bites back

*When someone is buying a business, the main focus tends to be on the operational side of things rather than any premises that come as part of the package. **Laurence Lucas** recommends giving some thought to the longer-term objectives so that these can be factored into the legal agreement.*

If you are buying a business, you may intend to relocate it to your own premises in due course. Instead of taking over an onerous lease, you may prefer to negotiate a short-term licence to occupy, while you relocate.

One buyer bought a business using a standard sale-of-business agreement. It was an asset sale, so the buyer assumed he was not taking on the liabilities of the business. The agreement allowed him to occupy the premises as a licensee until the landlord gave consent to the lease being assigned to him. Though he occupied the property, the lease was never actually assigned. In the meantime, the seller, who had no assets, decided to terminate the lease under a break option. As he was still the official tenant, the landlord served a terminal schedule of dilapidations on him.

As part of the licence to occupy (which, incidentally, was subject to the same covenants contained in the lease), the buyer had agreed to reimburse anything the seller had to pay by way of rent etc under the lease. He also gave an indemnity

to the seller in respect of any breach of his own obligations in the sale-of-business agreement (which of course included the licence to occupy).

When the landlord served the schedule of dilapidations and claimed compensation, the seller assigned the benefit of his indemnity from the buyer to the landlord. The court then allowed the landlord to enforce the indemnity (and effectively treat the buyer as though it were now the tenant under the lease) and claim full damages from the buyer. The buyer ended up not only having to pay rent up until the date of termination, but also inherited an unexpected dilapidations bill which it could have avoided had it taken proper advice from its solicitors at the relevant time.



Contact **Laurence Lucas**  
(laurence.lucas@willans.co.uk)

## Our man-in-the-hard-hat



Welcome to **Graeme Roberts** who is now working alongside our commercial property team to provide specialist construction law advice. Graeme specialises in all aspects of non-contentious construction law including the drafting and negotiation of building contracts, professional appointments and collateral warranties.

Changes to the Construction Industry Scheme (CIS), designed to reduce evasion of tax and NI contributions, come into force on 6 April 2007. HMRC is keen to clamp down on the practice of contractors wrongly treating employees as subcontractors. If the 'subcontractor' spends the bulk of his time working for one contractor, he might well be deemed to be an employee. HMRC's website has an 'Employee Status Indicator' to help contractors determine whether 'subcontractors' are self-employed or not.

It will be up to contractors to verify any new subcontractors' details with HMRC, excluding those they have used in the previous two tax years. Although there will be no CIS cards or certificates, existing cards should not be thrown away just yet. In the case of vouchers, HMRC will advise as to when these should be disposed of. HMRC will need certain information to verify a subcontractor: for a limited company - the company registration number: for partnerships - partners' names, trading name, the partners' respective NI and unique tax reference numbers and, in the case of LLPs the registration number; for a sole trader - his NI number.

HMRC will send every construction business a list of all the subcontractors they have paid since 2005. Contractors should check carefully that the information is correct and advise HMRC of any errors.

A verification reference number will be supplied for each subcontractor. Reference numbers of all unverified subcontractors will need to be included in the contractor's monthly return. This number will be needed by subcontractors in order to claim any tax that has been over-deducted.

Contractors will have to produce monthly statements of all payments made to subcontractors, together with a monthly return by the 19th of each month (or 22nd for electronic submissions). If a contractor is currently paying a subcontractor gross, this can carry on as long as the current certificate expires after 6 April 2007. If currently paying under CIS4, the contractor will pay net (the deduction has increased from 18 per cent to 20 per cent). New subcontractors, not known to HMRC, will be subject to a 30 per cent deduction.

Penalties currently stand at £100 for late submissions and up to £3000 per return for incorrect submissions. Persistent non-compliance can result in the revocation of gross payment status.

*A fuller version of this article can be seen in the Resources/news section of our website: [www.willans.co.uk/artman/publish/article\\_552.shtml](http://www.willans.co.uk/artman/publish/article_552.shtml)*

For information or advice, contact **Graeme Roberts** ([graeme.roberts@willans.co.uk](mailto:graeme.roberts@willans.co.uk))

## DDA update

*The Disability Discrimination Act 1995 (DDA) imposes general obligations not to discriminate against disabled people but when it comes to the positive duty to make changes to premises, there are differences in how that duty is applied, says **Susie Wynne**.*

There are positive duties on both employers and suppliers of goods/services to make reasonable adjustments so as not to put disabled people at a disadvantage. This is not the case when it comes to the letting and management of premises. Instead, apart from the general duty not to discriminate, there are restrictions on withholding consent to disability-related improvements. There is now a new duty to provide auxiliary aids/services such as furnishings, door handles and entry systems but the law does not extend to removing/altering a feature such as a staircase.

This shortcoming was plain in the case of an 81-year-old woman with serious mobility problems, who lived in a block of flats with no lift. When she asked permission to install a stair lift between the ground floor and her flat, fellow tenants opposed the request and the landlord refused. Her claim for discrimination failed because the reasons for refusing consent related to noise, repairs and inconvenience rather than to her disability. This was an appeal court decision: we must wait to hear whether it now goes to the House of Lords.

Although this case concerned residential property, it underlines the difficulties facing commercial property users. For example, an employer who leases an office suite within a larger building must consider access for his staff between the front door and the entrance to his suite. If it is inaccessible to disabled people, he will have limited, if any, powers to require alterations to the common parts of the building. Instead, he would have to find other, potentially more expensive, ways of accommodating disabled employees or customers.

It is a tricky situation for landlords. Tenants are increasingly alert to disability issues, to the extent that modern buildings with proper disabled access in the common parts are likely to become far more attractive to occupiers. It is also clear that the current DDA provisions are simply a first step in the legislation towards providing full disabled access. Disability campaigners continue to lobby for further action to be taken.

For information contact **Susie Wynne** ([susie.wynne@willans.co.uk](mailto:susie.wynne@willans.co.uk))

### Business secrets up for grabs

*Six months ago, it became easier for the public to obtain court documents. Now, if a dispute involves issues you'd rather keep confidential you may need to look at ways of resolving matters out of the courts. Associate Paul Gordon reports.*

A change in the court rules has given the public much greater access to documents filed in the course of court proceedings. The move is intended to encourage openness in the court system and generate public confidence in judicial decision-making. The result is that anyone can now request copies of documents filed since October last year.

In practice, this means a sharp-witted competitor or an enterprising journalist may at this moment be asking to see court papers in the hope of uncovering commercially useful or scandalous information.

Many commercial disputes involve the disclosure of information that the parties would prefer to keep private. Details about pricing, products, contracts, customers, financial standing or boardroom battles are just a few examples, any of which could be potentially harmful in one way or another.

Previously, it was generally only possible to obtain limited and very basic information about a claim unless you were a party to a case: now there is access to all statements of case filed at court since October 2006. There is provision for litigants to ask the court to restrict access to non-parties but so far there is little guidance as to when the courts would agree to this restriction.

Paul Gordon says: "Where confidentiality is a key objective, businesses may well prefer to opt for alternative ways of resolving disputes, such as arbitration or mediation.

"Arbitration hearings, for example, are conducted in private, awards are confidential and members of the public have no right to access documents filed during the arbitration proceedings.

"With some surveys reporting that over 80 per cent of disputes referred to mediation result in a settlement it is no surprise that more and more business are choosing to mediate. Specific confidentiality clauses can be included in settlement agreements, which, again, may enhance its appeal as a preferred option.

"This change to the rules will certainly act as a further, and persuasive, reason to consider these alternative forums which offer a higher degree of confidentiality".



For information contact  
**Paul Gordon**  
(paul.gordon@willans.co.uk)

## Debt recovery

### Don't stand for late payment

*Late payment is becoming a growing problem. The total owed to small to medium-sized enterprises is rising, according to recent figures from BACS. Collectively, the average amount outstanding to companies with up to 250 employees has rocketed from £11 billion two years ago, to almost £16 billion.*

If your business suffers problems from late payment, we may be able to help. Our debt recovery unit is one of the largest in the area and is *Legal 500* rated. It's a fast, streamlined, inexpensive service and we are known for getting results.

A one-off solicitor's letter chasing a debt of up to £1000 costs just £10 (+ VAT) and half that volume work. Given the cost of an envelope and a stamp these days, you could hardly do it more cheaply yourself, and a solicitor's letter carries so much more clout.

Surprisingly few firms realise that using a solicitor to chase debts can actually save money. It sounds like a cheap stunt but it isn't. As solicitors, we

can recover costs from the debtor if the case goes to court. Debt collection agencies cannot do this to the same extent and neither can a business representing itself. It means that in a successful court action you would not pay anything other than the standard charge.

Download a rate card from the debt recovery section on our website.



For information contact  
**Sarah Wigg**  
(sarah.wigg@willans.co.uk)

### Pssst – want to buy a compensation claim?

*Clients are the real victims of a questionable system that allows the insurance industry to 'sell' personal injury cases to law firms prepared to pay for them, says **Nick Richardson**. Associate Nick, who heads our personal injury department, has acted in thousands of cases of accidental injury.*

Every country in Europe has banned the practice of paying referral fees to non-lawyers.

Well actually that's not quite right. Despite the overwhelming 3:1 vote of the legal profession in 2004, the Solicitors Regulation Authority seems to think that this practice is OK in England.

Even though the buying of clients is ethically wrong for a profession and goes against our traditional standards, insurers, claims management companies and motoring organisations are selling their injured clients to lawyers at a going rate of around £600-£700 per case.

#### Big business

And it's not just the odd case. Direct Line runs online auctions, selling business in each of twelve regions of England and Wales. £3 million a year seems to be about the going rate to buy up all the referrals from any one of these regions. We are talking about a mega-bucks industry. Shoosmiths, one of the largest personal injury law firms in the country, buys 50,000 cases a year.

If a firm was buying in this number of cases, at an average of £650 per case, they would be spending a staggering £32.5 million each year.

#### So what?

This is bad for the legal profession and the clients. Smaller firms of lawyers simply cannot compete with the big boys. Clients are being denied their preference to instruct a local lawyer. Instead they are faced with a firm they rarely get to meet and cannot build a relationship with. They may think they are getting good service but don't forget the purchase cost has to come from somewhere. Effectively it comes out of the lawyers' 'budget' for dealing with that case.

#### Crunching the numbers

The vast majority of accident victims receive compensation payments in the region of £2500-£3000. Based on the fixed rates lawyers receive for a road traffic accident claim, their average fee per case would be around £1300-£1400. But if you deduct the cost of buying the case in the first place, the lawyer's earnings reduce to around £650-£750 per case. In most cases it is simply not possible for a qualified lawyer to properly run such a case and make a profit. Yet clearly Shoosmiths and others like them are making money and a lot of it otherwise they would not buy the work.

It doesn't require much of a leap to conclude that it is the client who pays in the form of a seriously diminished level of service. Either the lawyer will cut corners or, more likely the case that the client thinks is being handled by a lawyer is in fact being run by an unqualified person relying upon a computer system to tell him what to do.

#### Risk of under-compensation

This is tick box justice and it carries a very real risk of claimants being under-compensated. Is it a surprise, therefore, that this under-compensation favours the insurance industry – the same one that feeds claims to hungry lawyers and prefers to pay out less in settlement?

Good news for the insurers then - the same people who think that a bunch of flowers and a box of chocolates is appropriate recompense for minor injuries and that doesn't want claimants to get anywhere near an adequately funded, independent lawyer for fear that they may be properly compensated.

Many of the largest motor insurers in the country including household names such as AA, Churchill, Norwich Union and Tesco are involved in this disreputable trade. However there are ethical insurers out there so let's hear a round of applause for AXA Insurance who will not accept referral fees.

Nick Richardson comments: "I am thankful to work for a firm that has refused to sign up to this practice and, as far as I am concerned, the sooner it is stopped the better. The ambulance-chasing badge and T-shirt has caused monstrous damage to the reputation of personal injury lawyers and to the legal profession in general. Doing a good honest job – isn't that what being in a profession is all about?"



For information contact  
**Nick Richardson**  
([nick.richardson@willans.co.uk](mailto:nick.richardson@willans.co.uk))

## Contact

For advice on any of the issues covered in *Law News* or any other area of law, these are the people to contact in the first instance.

## Commercial law services

### Company/commercial

**Paul Symes-Thompson**

paul.symes-thompson@willans.co.uk

**Margaret Austen**

margaret.austen@willans.co.uk

### Employment law

**William Morse**

william.morse@willans.co.uk

### Commercial property

**Jonathan Mills**

jonathan.mills@willans.co.uk

### Dispute resolution

**Nick Cox**

nick.cox@willans.co.uk

### Debt recovery

**Sarah Wigg**

sarah.wigg@willans.co.uk

### Business immigration

**Jon Harris-Gibbins**

jon.harris-gibbins@willans.co.uk

## Private client services

### Conveyancing

**Charles Middleton**

charles.middleton@willans.co.uk

### Probate wills & trusts

**Mark Hodgkinson**

mark.hodgkinson@willans.co.uk

### Matrimonial & family law

**James Grigg**

james.grigg@willans.co.uk

### Personal injury law

**Nick Richardson**

nick.richardson@willans.co.uk

**Willans** | solicitors

28 Imperial Square  
Cheltenham

Gloucestershire GL50 1RH

T 01242 514707

F 01242 519079

info@willans.co.uk

www.willans.co.uk

## Property on the road

Nick Cox is hoping to repeat the success of his property road show in Worcester last autumn with a sequel: 'Taking possession of commercial premises - a new perspective'.

The seminar is being held on Wednesday 25th April at the Pear Tree Hotel, Smite (near the Worcester North exit on the M5). It will also be presented at our offices on the evening of Tuesday 27th March.

When Nick began his property seminars seven years ago, the audience was around a dozen. Now numbers have increased fourfold, the recent

workshop on the new RICS Code for service charges in commercial leases attracting over forty property professionals from four counties. The growing popularity of the events is a tribute to Nick's talent for making a dry, complex topic palatable, interesting and even entertaining.



To book a place contact **Nick Cox** as soon as possible (nick.cox@willans.co.uk)

## Personal matters

As Gordon Brown continues to impose 'stealth' taxes wherever possible it's good to know that there are potential tax advantages for those who own a holiday home in the UK. It is possible to substantially reduce capital gains tax, either when you sell the property to buy another one or gift it to a member of your family. Please get in touch if you would like to know more.



Contact **Mark Hodgkinson**

(mark.hodgkinson@willans.co.uk)

## HIPS

The HIPS saga rumbles on. According to the Law Society, the government is sticking to its projected implementation date of 1 June. If you are thinking of putting your house on the market, contact us as early as possible to prepare a HIP.

## Client news

We were pleased to win **Gloucestershire College of Arts and Technology (Gloscat)** as a client towards the end of last year. We were short listed against two major local firms in the tendering process. We will be advising the college on all areas of commercial law including contracts, property matters, employment and dispute resolution.

We acted for **Smith's (Gloucester) Limited** in their recent acquisition of Cotswold Hill Stone & Masonry Limited. Smith's is a long established Gloucestershire business which continues to be both family-owned and run.

It was a case of 'squaring the circle' when we acted in the recent sale of **Crypton** and **Autodiagnos** by **CTG Investments Limited**. In 1998 Paul Symes-Thompson acted for the MBO team on their original buy-out of the Crypton business from Wellman plc. Now the team has sold on both businesses to **Omitec Group Limited**, a major player in this industry sector

Our commercial property team has been very busy in recent months on projects including a £20 million **land sale** in Berkshire on behalf of a consortium, the ongoing £3m sale of a former **sawmill** in Staffordshire to a leading developer and, closer to home, the acquisition of shop premises in Cheltenham and Bath for local-based clothing company, **Weird Fish**.

Our immigration department is cutting a swathe through the sporting world. Jon Harris Gibbin is acting exclusively for **Saracens Rugby Club** on all their work permit requirements and has also acted recently for **Newcastle Falcons** and **Sheffield United**. Jon continues to find more loopholes through which overseas players can come and work in the UK. He is also accelerating into the world of Formula One and has most recently obtained a work permit for Fairuz Fauzy, who will be test driving for the new **Dutch Spyker F1 Team**.