BUSINESS FIRST

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COLUMNIST

The importance of Net Zero for businesses

Achieving net zero is increasingly vital for businesses in the UK, driven by the government's goal of a net zero economy by 2050. Proactively addressing carbon emissions is crucial for organisations to ensure regulatory compliance while simultaneously enhancing their reputation and operational efficiency. **Jo Little** explains.

Understanding net zero

Achieving net zero requires decisive action from businesses. The Science Based Targets initiative (SBTi) outlines that businesses must take steps to significantly reduce emissions (Scope 1, 2 and 3) to nearly zero, in line with the global goal of limiting warming to 1.5°C. Second, neutralise any emissions that can't be eliminated by the target date – and those emitted afterwards. It's important to remember businesses must engage with their suppliers to maximise their impact and meet these ambitious targets.

Navigating compliance and regulation

As sustainability becomes a central focus for governments and markets, having a net zero strategy is key for long-term success. Organisations that reduce their carbon footprint are better positioned to meet evolving regulations, avoid fines and demonstrate leadership in sustainability.

Partnering with a third-party certification body can further this approach by providing independent validation of your efforts, ensuring credibility and helping you stay ahead of regulatory requirements. This proactive stance sets a standard that appeals to customers, investors and partners who demand responsible environmental practices.

Enhancing competitive advantage

Adopting a net zero strategy isn't just a necessity, it can also benefit your market position.

Consumers and clients increasingly prefer businesses committed to sustainability. Companies that embrace net zero differentiate themselves by showing a serious commitment to reducing their environmental impact. This can attract new customers and help to retain existing ones.

It's a workforce imperative too. An IBM study reveals that approximately 70% of employees and potential employees find companies with strong sustainability programmes more attractive. This preference can influence their decision to join or stay with a company, making a robust Environmental, Social, and Governance (ESG) framework essential for both attracting and retaining talent.

Collaborating to reduce Scope 3 emissions

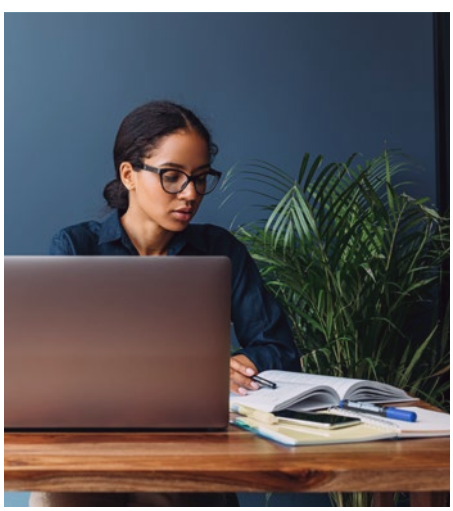
Achieving net zero isn't just about your own operations. It also involves tackling indirect Scope 3 emissions across the value chain. By working with suppliers to measure and reduce these emissions, businesses can make substantial progress toward their own net zero goals. This collaborative approach not only supports sustainability targets but also fosters innovation and resilience within the supply chain.

Net zero is more than a regulatory requirement – it's a strategic imperative that also enhances competitive advantage and ensures long-term value. Prioritising net zero helps businesses meet market demands, attract top talent and strengthen stakeholder relationships.

Jo Little
Senior Sustainable Business Manager
Planet Mark

In this issue...

ENVIRONMENTAL, SOCIAL & GOVERNANCE



COMMERCIAL LAW

EDITORIAL

LET'S PUT SOME MEANING INTO GREEN

As the emerald leaves of summer turn to autumn gold, keeping green initiatives that make a genuine difference top of mind has never been more urgent. This latest edition of Business First pitches winning ideas around sustainable strategies that count – alongside a host of other practical support.

Dive into our exploration of ESG priorities to look out for next time you move premises plus a helpful article on navigating the growing trend for green commercial property leases once you've made your choice. We also explore how to pursue a meaningful CSR programme, sharpen your community focus and the benefits of employing a neurodiverse-inclusive workforce.

Running a successful business, of course, also involves keeping a close eye on change. So we're delighted to welcome contributions around employment law issues such as the new legal migration rules, resolving pension schemes on divorce and the ongoing debate around a 'return to the office.'

Alongside articles on tenants' negotiation tips and growth through partnership, Business First also features insights into notarisation, watertight warranties disclosure and the latest commercial law developments.

Enjoy the magazine.

Tim Trout
Editor

End of line for no-fault evictions

In 2023, the Renters (Reform) Bill was introduced to Parliament by the Conservative government. However, no date was fixed for its implementation and nothing done before Labour's July election victory. Here, **Simeon Blewett** discusses the newly-named Renters' Rights Bill finally introduced to Parliament on 11th September 2024.

What are Section 21 evictions?

Currently, landlords can evict their assured shorthold tenancy tenants by using Section 21 or Section 8 Notices.

Section 21 of the Housing Act 1988 enables landlords to repossess properties from tenants without having to establish the tenant's 'fault' in a process referred to as 'no-fault' eviction. In practice, this means that landlords can evict tenants by giving them two months' notice once their existing fixed term tenancy has ended.

This differs from Section 8 of the Housing Act 1988, which only enables landlords to evict tenants if they can show one of the relevant grounds has been met, which include breaches of the tenancy or non-payment of rent.

Why is the current legislation changing?

Tenants may feel reluctant to request repairs, challenge poor standards or contest rent increases in case their landlord decides to evict them on a 'no-fault' basis. Government research shows that the ensuing uncertainty affects tenants' mental health and their children's education.

In a 2014 survey commissioned by Shelter, one in twelve private renters said they were too scared to report problems or request maintenance for fear of losing their home.

What are the changes being introduced by the government?

The Renters' Rights Bill will abolish 'no-fault' evictions so that tenants cannot be evicted without good reason.

The existing grounds to evict a tenant under Section 8 will be strengthened to ensure that landlords are still able to evict tenants when necessary, particularly for rent arrears and anti-social behaviour. There will also be new grounds under Section 8 which will allow landlords to evict tenants in order to move close family members into their property, or sell or renovate it.

The mandatory threshold for a court to grant a possession order on the ground of rent arrears will increase from two to three months. The notice period required to be given to tenants will increase from two to four weeks.

The changes also include a transition from Assured Shorthold Tenancies to periodic tenancies. This means that the tenancy will only come to an end if the tenant chooses to leave (by giving two months' notice) or if the landlord has a valid reason under Section 8 grounds.

Other changes include the introduction of a new Ombudsman to deal with landlord and tenant disputes, rather than attending court, as well as the introduction of a Private Rented Sector Database. This is where landlords will be able to register tenancies and both

The Renters' Rights Bill will abolish 'no-fault' evictions so that tenants cannot be evicted without good reason.

tenants and landlords can understand their rights/responsibilities under the tenancy.

Tenants will be able to appeal excessive rents above market rate, a tactic some landlords have used to force tenants out. However, landlords will continue to be able to increase rents to market rate.

The government plans to implement the new system in one stage, after which date the new system will apply to all existing and new private tenancies. This is a change from the two-stage system previously proposed. A date has not yet been fixed and the legislation will need to receive Royal Assent before the no-fault eviction ban passes into law.

What are the concerns?

Without Section 21 Notices, tenants who have not broken the terms of the tenancy will have the right to indefinitely remain in a property unless the landlord has a legitimate ground for repossession. Landlords may worry about the potential damage indefinite tenants could cause whilst in occupation. There are concerns that landlords may leave the residential housing sector, reducing access to housing for those who cannot afford to purchase a property.

TAKING THE HEAT OUT OF 'HOTS'

Understanding Heads of Terms in property transactions

Joshua Moloney

Donna Warren

Heads of Terms ('HOTs') are used in property as well as other commercial transactions. They summarise the basic terms agreed in principle between the parties during the initial stages and guide the lawyers who will go on to draft the legal documentation to formalise and bind the deal. Here, **Joshua Moloney** and **Donna Warren** focus on the importance of HOTs in a property transaction.

HOTs are often expressly stated to be non-binding. However, certain terms (such as Governing Law and Jurisdiction, confidentiality, costs and exclusivity) can - depending on the language used in the document - still operate as a fundamental part of any commercial transaction.

HOTs are also important for providing evidence in principle of the parties' intentions. They can therefore reduce the time spent by lawyers in negotiating the commercial discrepancies / the parties' intentions, leaving them time to focus on the legal issues and avoid clocking up unnecessary legal fees teasing out the commercial points.

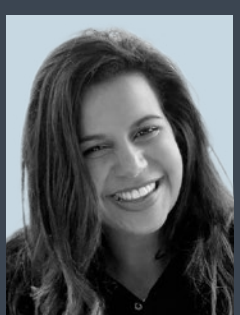
When entering into a commercial property transaction, parties should never underestimate the value of first engaging a professional such as a surveyor. They will be skilled in negotiating commercial issues, know the market, can guide their client before they proceed to enter into a legally binding agreement and resolve issues prior to instructing a lawyer.

Headline issues, for example, in an occupational lease transaction include repairing obligations, rent review provisions/ mechanics, break options, pre-emption agreements and other miscellaneous points, such as whether a schedule of condition is required to limit the repair obligation and who is responsible for arranging it. These are all key to ensuring a smooth transaction and outcome, particularly in the event of disagreement and the parties end up in court.

HOTs are the foundation of any commercial transaction. But while lawyers can guide clients, it's not our role to negotiate them. We advise clients to engage a professional surveyor at the outset to agree HOTs well in advance of commencing to draft and enter into any legally binding documents. Clients are then much happier with the outcome – and the legal fees. Don't underestimate the value of time and money spent in dealing with HOTs in advance. It's usually some of the best time and money you'll spend.

From Coding to Creativity

EMBRACING NEURODIVERSITY IN THE WORKPLACE



In recent years, the conversation around neurodiversity has grown louder. As a solicitor with ADHD, **Nour Belal** shares her unique insights into the challenges and strengths neurodiverse individuals bring to the workplace.

Neurodiverse employees, including those with autism, ADHD, dyslexia and dyspraxia, can be tremendous assets. Their strengths such as intense focus, creativity and fresh perspectives drive innovation.

As a solicitor, I'm committed to defending the rights of such neurodiverse employees facing workplace discrimination. I advocate for reasonable adjustments and challenge discriminatory practices, aiming to remove stigma and highlight the many positives that neurodiverse individuals bring for their employers.

> **"The strengths of neurodiverse individuals can only be fully realised in a workplace designed to accommodate and support them."**

The value of neurodiverse employees

Neurodiverse employees can benefit organisations in many ways:

1. Those with ASD often excel in roles requiring high levels of concentration and attention to detail, such as coding, data analysis or quality control
2. People with ADHD are known for their creativity, lateral thinking and ability to generate new ideas – excelling in roles that require innovation and dynamic thinking
3. Dyslexic individuals often develop strong problem-solving skills and resilience that translate into excellent strategic thinking and the ability to tackle complex problems.

However, these strengths can only be fully realised in a workplace designed to accommodate and support neurodiverse individuals.

Creating an inclusive workplace

The following strategies can help create a cultural shift towards inclusivity:

- Offering options to work from home, flexible working hours or quiet spaces can help those who struggle with distractions or sensory overload
- Providing written instructions, breaking tasks into smaller steps, and using visual aids can help ensure expectations are clear
- Each neurodiverse individual may have different needs. Some may benefit from assistive technology, while others may need more time to complete tasks
- Training programmes can help colleagues understand the strengths and challenges associated with neurodiverse conditions.

What are the employer's legal responsibilities?

Employers have a legal obligation to provide a safe and inclusive work environment for all employees, including those who are neurodiverse. Key responsibilities include:

- Ensuring neurodiverse employees are not treated less favourably than their colleagues, as protected by the Equality Act 2010
- Making reasonable adjustments to accommodate neurodiverse employees, such as modifying workstations or offering flexible working
- Ensuring recruitment processes are accessible to neurodiverse candidates by offering alternative formats for applications or extra time for assessments
- Supporting neurodiverse employees throughout their employment, providing the necessary resources and adjustments to help them perform their roles effectively.

My lived experience

As someone with ADHD and dyspraxia, I've faced both obstacles and rewards in the legal profession.

The fast-paced nature of legal work can be challenging, particularly when managing deadlines and organising tasks. However, these challenges have also led me to develop unique strengths, such as creative problem-solving and resilience.

The key to my success has been working in an environment that recognises and supports my needs. An employer who understands the importance of reasonable adjustments and values the unique perspectives I bring has made all the difference.

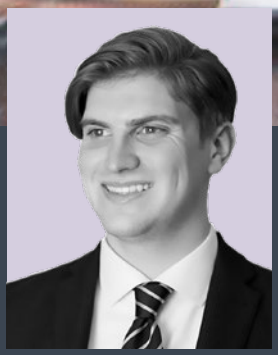
Embracing neurodiversity in the workplace

Neurodiverse employees bring immense value to the workplace. But it requires the employer's commitment to flexibility, clear communication, tailored support and a deep understanding of legal responsibilities.

This way employers can unlock the full potential of their neurodiverse employees, fostering a more innovative, inclusive and dynamic workplace. Let's embrace neurodiversity not just as a legal requirement, but as a business imperative that drives creativity, productivity – and success.

TAKE YOUR PARTNERS

The pros and cons of strategic partnership models



In today's fast-paced and increasingly interconnected global economy, businesses are constantly exploring new ways to stay competitive, innovative and resilient. **James Bowles** explores the pros and cons of a number of strategic partnership models that act as especially potent mechanisms for growth and expansion – particularly for small and medium-sized enterprises (SMEs).

STRATEGIC ALLIANCES

+ PROS

Strategic alliances are cooperative arrangements where two or more companies work together to achieve mutually beneficial goals while remaining independent. These alliances can be highly flexible, allowing companies to share resources, knowledge and expertise without the complexities of merging or creating a new entity. For SMEs, strategic alliances can offer access to new markets, distribution channels and advanced technologies that would otherwise be unattainable due to resource constraints

– CONS

Despite their flexibility, strategic alliances can be challenging to manage. The lack of a binding structure can lead to misaligned objectives, cultural clashes and unequal contributions – potentially resulting in conflicts. Additionally, the absence of a clear governance framework can lead to uncertainties in decision-making. The risk of intellectual property (IP) leakage is also higher when partners share proprietary information.

For SMEs, the key to success lies in choosing the right partnership model that aligns with their strategic objectives, conducting thorough due diligence and crafting robust legal agreements that safeguard their interests.

JOINT VENTURES (JVS)

+ PROS

A joint venture involves two or more companies forming a separate legal entity to undertake a specific business activity. This model is particularly advantageous for SMEs looking to pool resources for large-scale projects or entering new markets. JVs offer a more structured and legally binding partnership compared to strategic alliances, with each partner having a clear stake in the venture's success. The combined resources, expertise and market presence of the partners can significantly enhance the venture's capabilities and growth potential.

− CONS

The complexity of JVs can be a double-edged sword. Establishing a joint venture requires substantial legal and financial investment, and the process of negotiating terms can be time-consuming. The success of a JV largely depends on the alignment of interests, clear governance structures and robust management practices. Disagreements over the strategic direction, profit-sharing or exit strategies can lead to disputes, which may jeopardise the venture.

SUPPLY CHAIN PARTNERSHIPS

+ PROS

Supply chain partnerships involve collaboration between companies within the same supply chain to optimise operations, reduce costs and enhance product quality. For SMEs, forming strategic supply chain partnerships can lead to improved efficiency, better access to raw materials and enhanced market responsiveness. By leveraging the strengths of each partner, companies can achieve economies of scale and innovate more effectively.

− CONS

These partnerships can be highly dependent on the performance of the partner companies. Any disruption, such as supply delays, quality issues or financial instability, can have a cascading effect on the entire supply chain. Additionally, the dependence on external partners can limit the flexibility and autonomy of SMEs in responding to market changes.

TECHNOLOGY PARTNERSHIPS

+ PROS

Technology partnerships enable companies to collaborate on the development, implementation or commercialisation of new technologies. For SMEs, such partnerships can be a game-changer, offering access to cutting-edge technologies, R&D capabilities and technical expertise that would be otherwise out of reach. These partnerships can accelerate innovation, reduce time-to-market and open up new revenue streams.

− CONS

The main risks in technology partnerships revolve around IP ownership, the potential for unequal contributions and dependency on the partner's technology. Disputes may arise over the sharing of revenues generated from the technology, ownership of jointly developed IP or the use of each party's pre-existing IP.

WHY EFFECTIVE MANAGEMENT IS KEY

Strategic partnerships for SMEs can be a powerful tool for overcoming their limitations, enhancing capabilities and achieving significant growth. However, these partnerships come with their own set of challenges and risks. From strategic alliances to joint ventures, and supply chain to technology partnerships, each model offers distinct advantages and drawbacks. For SMEs, the key to success lies in choosing the right partnership model that aligns with their strategic objectives, conducting thorough due diligence and crafting robust legal agreements that safeguard their interests. With the right legal frameworks in place, strategic partnerships can unlock new opportunities, drive innovation and propel SMEs to new heights in an increasingly competitive global market.

> **“Regardless of what a contract says, it’s crucial to act reasonably. Effective communication and consultation with employees is crucial when making changes.”**

REMOTE CONTROL?

Understanding the law around ‘return to the office’

For many, the Covid-19 crisis sparked a huge change in where and how we work, with the Office for National Statistics (ONS) stating that in 2022 the number of people working from home more than doubled compared to pre-pandemic levels. Now, some businesses – including Disney, Starbucks and X (formally known as Twitter) – are mandating more in-person days or even a full return to the office. Here, **Katie Ash** provides further insight into the legal aspects of what continues to be a hot topic.

PLACE OF WORK IS IMPORTANT

Firstly, it's important to establish where the employee's official place of work is. If the employment contract stipulates the employee's home address, then the employer has no right to ask the employee to work from the office. They can only do so if the employee agrees or the employer takes steps to enforce the change with a variation of the contract.

EQUALITY MATTERS

It's important to also consider the Equality Act 2010. Employers must ensure that their policies do not discriminate against employees based on protected characteristics such as disability, gender or age.

For example, requiring a return to the office could disproportionately affect those with health conditions or caring responsibilities. Employers must make reasonable adjustments for employees with disabilities, which might include continued remote working.

INTRODUCING 'DAY ONE RIGHT'

The UK's Labour government proposes to make flexible working the default from day one for all workers, with employers required to make reasonable efforts to accommodate this and reflect modern working practices. This may create more uncertainty for employers, making it harder to understand what would and wouldn't be reasonable to refuse.

HEADING BACK TO THE OFFICE

If the employee made a flexible working application to work from home, but now wants to work from the office, their employer can ask them to complete another flexible working application. Any change to the place of work should be recorded in the contract of employment.

While dealing with reverse flexible working applications can prove challenging for businesses who have reduced – or removed – their office space, employers should follow the statutory procedure and give fair consideration to requests. It's important as a reasonable employer to work with employees to try and accommodate them in the workplace.

COMMUNICATION AND CONSULTATION

Regardless of what a contract says, it's crucial to act reasonably. Effective communication and consultation with employees is crucial when making changes. This helps address concerns, gain buy-in and ensure compliance with legal requirements, avoiding costly grievances and claims down the line.

If an employee refuses to return to the office, employers must follow a fair process before considering dismissal and reengagement of the employee on new terms with a new office base. This should include discussions, consultations and the exploration of alternative solutions. Employees with over two years of continuous service have the right to claim unfair dismissal if they believe they were unfairly forced back to the office without proper justification or procedure.

As with any contractual change, the best course of action is to get good legal advice, so that you can find a resolution that works for everyone.

IN SHORT

If you're an employer considering asking your employees to return to the office, it's important to understand your legal responsibilities around the Equality Act 2010 and the 'day one right'

Follow the statutory procedure when considering any changes to an employee's official place of work

Prioritise good communication and consultation, to keep relationships on track and avoid costly grievances and claims.

The Employment Rights Bill:

WHAT EMPLOYERS NEED TO KNOW

In the King's Speech of July 2024, the Government confirmed its pre-election commitment to introduce an Employment Rights Bill within 100 days of the election. **Michael Pope** examines the key changes to the employment landscape that lie ahead.

> **“The Labour Government proposes to abolish it altogether, putting unfair dismissal on a par with unlawful discrimination, whistleblowing and certain other employment rights”**

Since the law of unfair dismissal was introduced in 1972, other than for a limited number of special situations, there's always been a qualifying period of employment before a claim could be brought to an employment tribunal.

Since 2012, that period has been set at two years. The Labour Government proposes to abolish it altogether, putting unfair dismissal on a par with unlawful discrimination, whistleblowing and certain other employment rights.

This ‘day one’ right to claim unfair dismissal represents a tectonic shift in employment relationships.

DISMISSALS DURING A PROBATIONARY PERIOD

The fair reasons for dismissal, including conduct, capability and redundancy, will remain. It appears that employers are also going to reserve the right to terminate employment during a probationary period, provided that a ‘fair and transparent’ process has been followed. How this process will operate will be worked out during the Bill's parliamentary stages.

However, whatever procedures are put in place, under the new law an employee dismissed during a probationary period will have the right to ask an employment tribunal to decide whether their dismissal was in accordance with the law. If it was not, the employee will be entitled to claim compensation.

There may be exemptions for small employers and other safeguards introduced into the legislation, such as limits on compensation for probationary dismissals. Nevertheless, the new day one right to claim unfair dismissal is going to impose a weighty overhead of new procedures and processes on many employers.

WHAT WILL THE NEW LAW MEAN IN PRACTICE?

Employers are certain to extend probationary periods to the maximum the new legislation will allow. Recruitment procedures are likely to be tightened, and it's possible that contractual arrangements will be adjusted to give employers a stronger position if problems arise in the early stages of employment.

Settlement agreements, which are used frequently to terminate employment without the risk of tribunal litigation, will become even more prominent in the employment law landscape.

LABOUR'S OTHER KEY PROPOSALS

Further measures expected to be included in the new Employment Rights Bill include:

- **Reforming the law on ‘fire and rehire’ and ‘fire and replace’ practices**
- **Banning ‘exploitative’ zero hours contracts**
- **Making flexible working the default from day one for all workers**
- **Strengthening Statutory Sick Pay**
- **Updating trade union legislation**
- **Increasing protection for new mothers**
- **The creation of a ‘Fair Work Agency’ to improve enforcement of workplace rights.**

There are also proposals to make amendments to the Equality Act, focusing on race and disability.

NAVIGATING THE CHANGES AS AN EMPLOYER

The devil, as always, will be in the detail of these proposals, as they are debated in Parliament and passed into law. The timescale will also become clearer as the new legislation is developed. Employers will need to be prepared to absorb and adapt to the new laws. It's advisable to get sound support from an employment lawyer to help your business rise to the challenges ahead.

IN SHORT

The new Government's proposed Employment Rights Bill will have far-reaching implications for employers

Under the Bill, employees dismissed during their probationary period will have the right to take a claim of unfair dismissal to an employment tribunal

Employers may consider taking measures to strengthen their position should issues arise during the early stages of employment

As the new legislation is developed, employers should be prepared to adapt to this and other key proposals in the Bill.

WORKING IT OUT

New legal migration rules for families and skilled work visas

For UK employers, hiring talent from overseas can be a great way to bring much-needed skills and experience to their business. But it's important to ensure compliance with immigration rules. **Sultana Ali** examines the key considerations.

"For Skilled Workers already in the UK who will need to extend, settle in the UK or change employment, transitional provisions have been put in place that will be subject to the new general salary threshold of £29,000 or the going rate, whichever is higher."

The legal requirements

Firstly, the employer will require a sponsor licence to hire workers from outside the UK – including EU/EEA nationals who don't hold pre-settled or settled status.

Once the sponsor licence is in place the employer will need to apply for the relevant Certificate of Sponsorship (CoS) and assign this to the migrant worker they wish to sponsor. The worker will use the CoS to make an application for a Skilled Worker visa. This allows foreign nationals to come to or stay in the UK to do an eligible job with the approved employer. Employers can sponsor Skilled Workers for a period of up to five years, after which time the visa holder may be eligible to apply for settlement.

From 4 April 2024, the government introduced changes to the Skilled Worker visa route, which means sponsors/employers must pay workers a minimum salary of £38,700 or the going rate for the individual's specific job.

When can employers pay less?

New entrants to the labour market can be paid less than the specified minimum salary. To qualify as a new entrant, individuals must be under 26 years old, students on a student visa who are switching to a skilled worker category, graduates on a graduate visa or a person in professional training.

A new entrant can be paid between 70% and 90% of the going rate for their SOC code – provided the amount is not less than £30,960. The rate is reduced to £23,200 for specific healthcare or education jobs. The government has also published an 'Immigration Salary List' of jobs where the threshold is reduced to 80% of the usual rate.

The role of transitional provisions

For Skilled Workers already in the UK who will need to extend, settle in the UK or change employment, transitional provisions have been put in place that will be subject to the new general salary threshold of £29,000 or the going rate (which is set at the 25th percentile under the tradeable points option F), whichever is higher. They will still need to meet the updated going rate for their occupation, which may be higher than their current rate.

What about supplementary employment?

Sponsored Skilled Worker visa holders who are sponsored to work in a specific role can now also undertake 'supplementary employment' with the same or a different employer alongside their main role, as long as they are still working in their main sponsored role and the supplementary work is:

- + In an occupation listed in Tables 1, 2 or 3 of Appendix Skilled Occupations
- + For no more than 20 hours a week
- + Outside working hours covered by the CoS.

Income thresholds under family routes

From 11 April 2024, the minimum income requirement for partners and children of British nationals and individuals settled in the UK increased from £18,600 to £29,000. This threshold was due to increase incrementally. However, the Labour Government has paused this.

If the applicant has dependent children there is no longer an additional income requirement on the application, irrespective of how many children are included in a family application.

There are transitional arrangements for those who, before 11 April 2024, already held a Family visa within the fiancé(e) or proposed civil partner or five-year partner route, or who applied before 11 April and are being granted entry clearance. Once a minimum income requirement (MIR) has been met, the same MIR must be met through to settlement on the route, provided the applicant is applying to stay with the same partner. This will also be the case for children seeking to join or accompany a parent.

IN SHORT

Recruiting from overseas requires careful compliance with immigration rules.

An employer's sponsor licence is key, enabling the employer to issue a Certificate of Sponsorship to migrant workers.

The Skilled Worker visa route now requires a minimum salary of £38,700, although this is reduced for some 'new entrants' including students/ graduates and certain roles in education/ healthcare.

Transitional provisions apply to Skilled Workers already in the UK, with a pause put on proposed income threshold increases for 'family route' applications by the incoming Labour government.

SPLITTING HEADACHE?

A guide to dividing pensions during divorce

Pension funds are considered matrimonial assets, and will need to be divided during a divorce. It's crucial to handle this properly, as inadequate arrangements can lead to significant financial losses for either spouse. **La-Toyah Phillips** looks at how different pension types are treated, and highlights the role of Independent Financial Advisers (IFAs) and actuaries in the separation process.

> “Careful consideration and expert guidance are essential in dividing pensions fairly and ensuring financial security post-divorce.”

TYPES OF PENSION

Defined Benefit (DB) Schemes

These pensions are often also known as ‘final salary’, ‘salary-related’ or ‘career average’ pensions. Public-sector pensions typically fall into this category, as do some company pensions. They tend to offer a guaranteed annual income based on salary and years of service, making them generally more valuable than Defined Contribution (DC) schemes. However, valuing DB pensions is challenging because it involves estimating the present value of future benefits, considering factors like life expectancy and inflation.

Defined Contribution (DC) Schemes

These pensions are also known as ‘money-purchase’ schemes and are the most widespread type of pension. In contrast to DB schemes, they rely on contributions from individuals (and their employers, if it is a workplace scheme) to build a retirement pot. The pot’s value depends on total contributions and investment performance, making DC schemes easier to value during divorce.

The challenge during divorce arises when both DC and DB pensions are involved, as their ‘fair value’ can differ significantly.

APPROACHES TO PENSION DIVISION

There are two ways of calculating the size of a pension sharing order:

1 Equality of Value

This method involves adding up the Cash Equivalent Transfer Values (CETVs) of the pensions, dividing by two, and reallocating assets to balance the disparity.

2 Equality of Income During Retirement

This more complex and thorough approach aims to achieve balanced retirement incomes. It requires an expert, such as an actuary or IFA, to assess the pensions’ true value, including any hidden benefits and their projected incomes, and to provide a recommendation for a fair division.

HOW IFAS AND ACTUARIES CAN HELP

During the pre-settlement stage of a divorce, IFAs and actuaries can help by valuing pensions accurately, exploring settlement options and clearly outlining their implications. Often experts are instructed on a joint basis by the divorcing parties to carry out a report to advise on the fairest method of pension sharing.

Following a settlement, IFAs and actuaries can guide the management of the received pension assets. They will advise on suitable investment strategies based on individual goals and risk tolerances, and help adjust retirement plans to reflect each individual’s new financial situation.

In summary, careful consideration and expert guidance are essential in dividing pensions fairly and ensuring financial security post-divorce. As always, it’s important to seek bespoke legal and financial advice at an early stage to make what can be a stressful process as easy as possible.

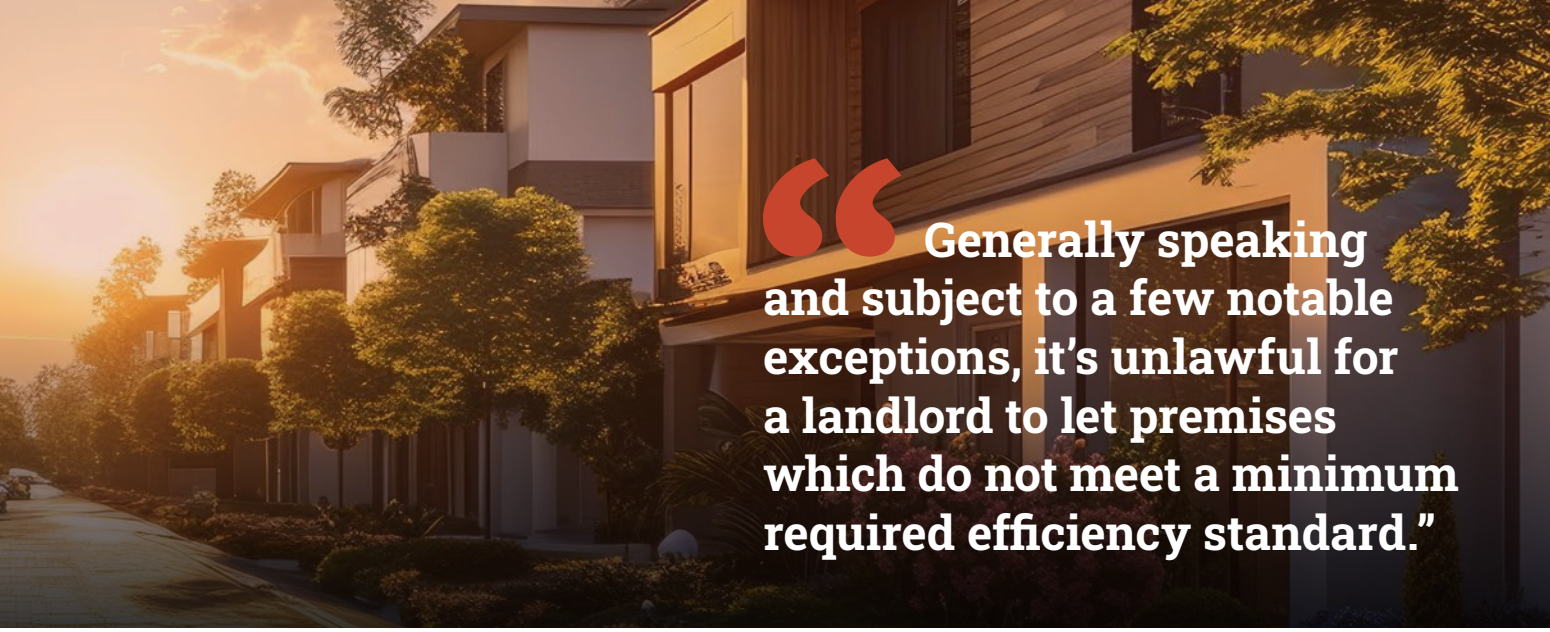
GETTING TO GRIPS WITH GREEN LEASES

A green lease is one which encourages or requires parties to consider a building's environmental impact. This will cover areas such as waste management and disposal, and water consumption, as well as net zero matters around minimising carbon emissions arising from property development, operation and occupation. **Tamzin Mandelli** explains how to make your green lease transition a success.

OBJECTIVES

As always, any legal documentation will be subject to the individual requirements of the parties and their respective negotiating strengths. Many landlords and tenants will have their own ESG (environmental, social and governance) objectives that will underpin their move towards a more sustainable way of operating. This will include owning or occupying properties that conform with their policies.

Subject to their budgets, tenants will generally look for modern working spaces with efficient systems and correspondingly lower costs. Business owners also need to consider the desires of their employees and perhaps ways to stand out (positively) from other employers in today's challenging recruitment market. The working environment is a good start.



> **“Generally speaking and subject to a few notable exceptions, it’s unlawful for a landlord to let premises which do not meet a minimum required efficiency standard.”**

REGULATION

Regulatory requirements (e.g. The Energy Efficiency (Private rented Property) (England and Wales) Regulations 2015 ‘MEES Regulations’) must also be taken into account. Generally speaking and subject to a few notable exceptions, it’s unlawful for a landlord to let premises which do not meet a minimum required efficiency standard. This includes continuing to let a property where the lease was originally granted before these regulations applied. These regulations are hardening over time – and a sensible landlord will bear this in mind when negotiating leases.

FINDING A ROUTE WITH THE GREEN LEASE TOOLKIT

A green lease will contain a mix of obligations, rights and agreements to co-operate. Although there’s currently no standard market practice position for green leases, the Better Buildings Partnership has produced a Green Lease Toolkit that was substantially enhanced and republished in early 2024.

The Toolkit covers green principles, guidance and green lease provisions aimed at improving the sustainability of commercial buildings. And it goes beyond green and environmental issues to include guidance on social impact – helping with ESG objectives. Suggestions for other key lease areas where sustainability issues arise are also covered such as use, alterations, rent review, service charges, rights to carry out works, data sharing, recycling, metering and smart buildings.

A graded approach with light, medium and dark green clause options allows landlords and tenants to reflect their sustainability ambitions as they wish. A light green clause is the very lightest of touches, enabling flexible agreements between parties. Medium green covers obligations on the parties which are commercially reasonable, with dark green showing more stringent obligations.

LEASE RENEWAL

Although a landlord may try to include a range of green lease provisions at lease renewal, they may be faced with opposition. Under the Landlord & Tenant Act 1954, the new lease must have regard to the old lease and the starting point, therefore, is to seek renewal under the terms of the old lease. If one of the parties requires a change in terms, it is for that party to justify the change. A court will look at whether, by including new clauses, the landlord is merely attempting to remove existing obstacles to environmental improvement or is shifting greater obligations onto the tenant. One approach is that modest improvements to the environmental provisions of a lease are justifiable as fair and reasonable improvements. Reported cases, however, suggest that landlords may struggle to persuade judges to allow this.

IN SHORT

Green leases that feature clauses written with sustainability in mind are increasingly being negotiated

MEES Regulations – are an important driver that need to be taken into account

The Green Lease Toolkit is a useful set of resources for understanding and implementing green lease issues

The Landlord & Tenant Act 1954 can make it challenging for landlords wishing to incorporate new environmental clauses into renewal leases.

MAKING THE MOVE TO GREENER PASTURES

Smooth your move with these six ESG tips

Moving or taking on new premises is an important decision for any business. Here, **Andrew Ashley-Edwards** shares useful insights into the Environmental, Social and Governance (ESG) factors you might want to take into account.

As ESG considerations rise ever-higher up the business agenda, the decision to move is now often made with a greater focus on achieving greater energy efficiency and improving other ESG performance. While this can result in decreased spending over time, most importantly it can have a positive impact on the planet.

Here's a handy checklist of ESG priorities to look out for next time your business is on the move:

1 ENERGY PERFORMANCE CERTIFICATE (EPC)

This is a good place to start, checking the EPC to establish the property's current energy efficiency rating. Most properties in England should have an EPC (there are very few exceptions) which shows a rating of A to G. Current legislation prevents any property rated F or G from being let. However, as the likelihood is that these requirements will become more stringent in the future, it's key to find a property with a good rating – or one with the potential to be improved.

2 RECOMMENDATION REPORTS

Commercial property EPCs are accompanied by a recommendation report. Read this report carefully for details of potential improvements, payback periods (the time over which the improvement will pay for itself in terms of lower energy bills) and overall potential impact.

3 GREEN ENERGY OPPORTUNITIES

Consider whether the current infrastructure can be upgraded. Is there a south-oriented roof pitch that would be suitable for solar panels? Would a ground source heat pump be viable? Is the property well insulated and any glazing energy efficient? Is all lighting LED? These types of improvements may have an initial capital outlay but can make a significant difference to the building's energy efficiency. They will also have a payback period, so will become cost neutral after a certain number of years and will eventually start to save you money overall.

4 GREENING UP

If the property has any outdoor space it's important to make the most of it. Planting trees, shrubs and other plants can be beneficial to wildlife – pollinating insects for example – and help to improve the air quality, temperature (say by creating more shade) and overall attractiveness of the immediate area. This is not only beneficial for the environment as a whole but also for the physical and mental health of your workforce. If you're limited for outdoor space, talk to your landlord about perhaps installing a green wall, external planters or even encouraging them to landscape any communal areas.

5 IS YOUR LANDLORD ESG-FRIENDLY?

As you consider your next move, it's important to understand your landlord's attitude to ESG matters. While this may immediately be obvious when visiting the premises, you should discuss both your short- and long-term plans with the landlord during the negotiation stage to get an indication of whether they will be supportive of your aspirations. Improvements such as solar panels, insulation, green walls etc. are likely to require consent from the landlord as they will perhaps be considered as alterations under your lease. Knowing your landlord is ESG-supportive will give you some assurance there will not be undue delays and onerous requirements when you do approach them for consent.

6 LOCATION

It's widely known that location is key whenever choosing premises. But from an ESG perspective, have you considered transport links so your workforce can commute to work using a lower carbon transport method? How near is the property to your supply chain and your main customers and visitors? Moving to more energy-efficient premises is generally a positive move. However, if you're increasing the travel distance for employees, suppliers and customers, then you may be reversing the positive impact of your new property's greater efficiency.

There are numerous possibilities when it comes to finding greener – or potentially greener – business premises. And as public attitudes, legislation and social factors become more weighted in favour of positive ESG choices, it's vital to consider the wider possibilities for a greener future when embarking on your next move.

SEAL THE BEST DEAL

Your three-point plan for effective lease negotiation

Whether you're starting a new business or expanding an existing one, navigating the commercial property market can be daunting. **Leonie Armand's** three-point plan will help you as a tenant during the negotiation phase, so you can secure the best deal possible.

"As a tenant, you should negotiate a rent review that allows your rent to go down as well as up, depending on the market conditions. This will help to keep the costs of the lease affordable throughout the term."

1 FLEXIBILITY

A top priority when negotiating a commercial lease is likely to be flexibility so that you're not bound by the lease if it is no longer required in the future. There are different ways to achieve this but the main ways are break clauses which allow you to end the lease early or having the ability to transfer the lease to another party.

At the same time, you should also ensure that you have the ability to renew the lease at the end of the term, to ensure any goodwill built up by your business at that location can continue.

2 COSTS

When considering if a lease is affordable, many tenants usually think solely about the rent. However, you need to consider all of the costs involved with a lease before agreeing to it. For example, most commercial leases will require you to pay business rates, a service charge and building insurance (or part of it) plus repairs and maintenance. Do consider these costs carefully when negotiating the rent.

You should also be aware that most commercial leases provide for the rent to be increased through rent reviews. As a tenant, you should negotiate a rent review that allows your rent to go down as well as up, depending on the market conditions. This will help to keep the costs of the lease affordable throughout the term.

3 OBLIGATIONS

Crucially, you should ensure that you fully understand your obligations under the lease and that they're realistic and fair. The easiest way to do this is to have a solicitor explain the lease terms and their implications step by step. A common pitfall is the repairing obligation which, unless limited by careful drafting, can result in you being required to undertake expensive improvements and repairs to a property, putting it in a better condition than when you took possession.

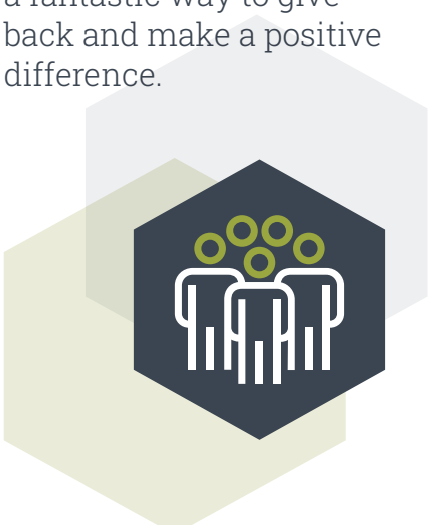
While the art of negotiating a commercial lease can be complicated, understanding your business's needs around flexibility, costs and obligations is a good starting point for all tenants.

Power to the People

HOW TO BE A COMMUNITY-FOCUSED BUSINESS

Every year, major corporations make headlines for their philanthropic efforts, such as sending employees to volunteer for charities or donating millions to worthy causes. But what about small and medium-sized enterprises (SMEs)? Even the smallest business can be a powerful force for good in its local community, argues **Ilaria Giurini**.

So, why should SMEs care about community involvement? The benefits are numerous. Strong community ties can enhance a business' reputation, attract and retain customers, and boost employee morale. It's also a fantastic way to give back and make a positive difference.



FIVE WAYS TO GET YOUR BUSINESS INVOLVED

1. Identify your passions

Which causes resonate with you and your team? Is there a particular issue affecting your local community?

2. Set realistic goals

Decide how much time and money you can dedicate to community involvement. Small steps can make a big difference.

3. Build relationships

Connect with local charities and organisations. Understand their needs and how your business can help.

4. Get your team onboard

Encourage employees to volunteer their time or skills. Many people are passionate about giving back.

5. Promote your efforts

Share your community involvement with your clients/customers and online followers. It's a great way to build goodwill and brand awareness.

Beyond the business benefits, there are also significant personal rewards for employees who volunteer. Volunteering can boost morale, reduce stress and provide a sense of purpose. It's also a great way to develop new skills and build relationships with people from different backgrounds.

Moreover, community involvement can help your business to better understand the needs and challenges of your local community. This can lead to new product or service ideas and can help you to build a stronger connection with your customers. By giving back to the community, you're also investing in its future, which can benefit your business in the long term.

Remember, community involvement is not just about writing a cheque. It involves building genuine relationships and making a lasting impact. Whether it's volunteering your time, donating resources or raising awareness, every little bit counts. By embracing a community-focused approach, SMEs can not only make a positive difference but also reap the rewards of a stronger business and a happier workforce.

So, what are you waiting for?

TURN CSR INTO A WIN-WIN

Why CSR commitment really can pay dividends

It's all too easy to think of CSR as a simple box-ticking exercise. But what happens when a business truly decides to take it seriously? **Neil Lloyd** takes a look at the tangible impact a commitment to corporate social responsibility can bring.

Sponsor a local school football team, hold an annual charity day, stick an EV charger in the office car park and a few solar panels on the roof if there's space – that's CSR sorted. It's an approach seen at many busy organisations, focused on other goals.

But they're just the sort of things you'll want to avoid when you have a fundamental belief that your business – indeed any business – should leave the world in a better place than where you first found it.

We want our families to be able to grow up in a world that's sustainable, clean and healthy, respects the value of community, and supports and nourishes the places we all call home.

BREAKING DOWN BARRIERS

One area where you can make a real difference is by sweeping away some of the obstacles which prevent many people from diverse, under-represented backgrounds pursuing their career with you. Think about where and how you're advertising. How you put together your shortlisting process, interview questions and other selection activities. And whether you can expand your employment offer, say through apprenticeships.

It's worth doing not only to find more valuable talent and create a more diverse team that's beneficial for you, but because it helps improve all our communities.

COMMIT TO TREADING LIGHTLY

Investing in key technology can help effectively monitor carbon offsetting activities, as well as take positive steps to reduce waste and reliance on single-use plastics. For example, both the *PaperCut Grows* and *Make it Wild* schemes can help you plant new trees to offset yearly carbon production across your business.

PaperCut Grows features software to calculate how many trees' worth of paper you've used through a live tracker, and how many trees you've planted to offset that. *Make it Wild* plants trees in association with not-for-profit organisations, so far planting more than 60,000 trees and helping offset more than nine million tonnes of CO_2. As well as tree planting, the organisation works to protect ancient woodlands, create new wildlife habitats, and increase knowledge and awareness of environmental issues.

MAKING A DIFFERENCE CLOSE TO HOME

Because both the physical and mental health of teams matters, walking apps such as *Trundl* have much to offer. This encourages people to walk instead of using their cars, monitors their carbon savings and builds credits which are converted into donations to charities.

There are so many opportunities out there to invest in our communities to make a difference through organisational, sponsorship and volunteering activities. These range from support for scholarships and local sports clubs through to business award programmes – and many others.

If your business hasn't yet created an effective impact report of all its CSR activity, act now. Only by monitoring the results can you ensure that the work you do adds real value. By cementing CSR as a principle at the heart of your business – and not seeing it as box-ticking – you can take it so much further.

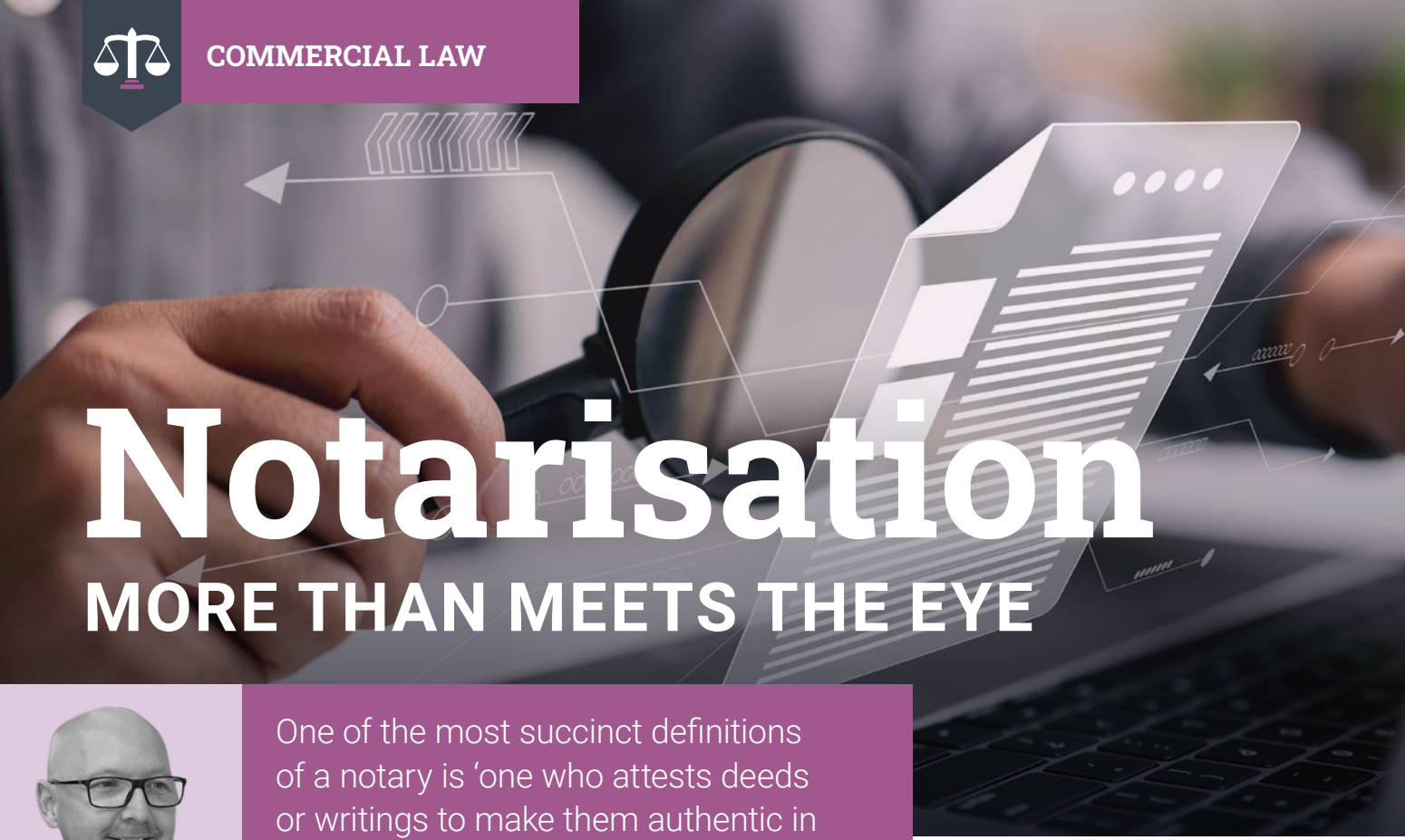
> **"If your business hasn't yet created an effective impact report of all its CSR activity, act now. Only by monitoring the results can you ensure that the work you do adds real value."**

IN SHORT

Responsible businesses should be doing more than simply paying lip-service to CSR

Creating an impact report on your firm's CSR activity is the first step towards measuring tangible value – and doing work that adds real value

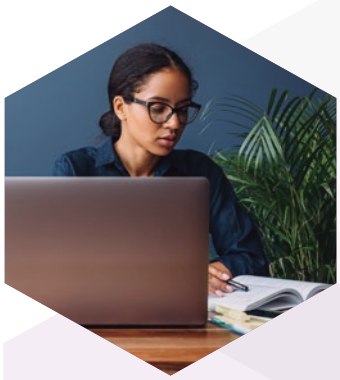
Organisations have the power to make a huge difference to their workforce, local communities and environment through commitment to CSR initiatives.



Notarisation

MORE THAN MEETS THE EYE

One of the most succinct definitions of a notary is 'one who attests deeds or writings to make them authentic in another country'. While **Michael Rabbett** sees this as a good starting point, he feels there's a bit more to it than that...



"The notarisation of documents for companies is an area which can be fraught with difficulties. And getting it wrong can result in disastrous consequences for the transaction to which those documents relate."

It's often said that the first duty of a notary is not to the client but to the document – something which corporate clients in particular struggle with. Most company directors are of the view that notaries should simply 'stamp' the document put in front of them and have done with it.

However, the issue from the notary's point of view is that their notarisation is conclusive proof, in the jurisdiction receiving the document, of the veracity of the facts it sets out. It's understood that the notary will have investigated the document (and the underlying transaction) and that by the time the document is received at its destination it can be acted upon with confidence.

Let's look at some examples that illustrate notarisation's real-life complexity.

COMPANY CONSTITUTION

One of the most common tasks a notary is asked to undertake for a corporate client is to 'notarise' a copy of the company's certificate of incorporation or articles of association.

Sometimes a copy of the certificate or articles will be shared in an attempt to be helpful. However, all that the notary can certify is that someone purporting to represent the company has emailed them a document purporting to be what it says it is. This sort of 'authentication' is unfortunately of little use to anyone.

Instead, a copy of the relevant documents must be downloaded from Companies House – at which point it can be certified that the notary has caused that document to be issued and that it is a genuine copy of the records held there.

Even then, thanks to the way Companies House operates, it's not possible to guarantee that the document downloaded reflects the current position. There may be resolutions passed by the company which have not yet been filed. So, even using this method, it's not usually possible to give an absolute guarantee that the document being notarised is entirely up to date and the notary's certificate will reflect that. Sometimes, depending on the receiving authority, it's necessary for one of the directors or the company secretary to make a statement certifying that there are no pending filings which would vary the document being notarised.

DOCUMENTS REQUIRING EXECUTION

Common issues arising around powers of attorney, trade agreements, trademark agreements and other contractual arrangements which require the document to be executed on behalf of the company include:

Foreign drafting

Often a document is drafted to the effect that it purports to be entered into by the individual director 'on behalf of' the company. Obviously, as far as English law is concerned, that is (usually) incorrect – even though it may well be correct for the jurisdiction in which the document was prepared.

The general rule is that a document must be valid in the place in which it is executed in order for it to be valid anywhere else. It may require working with the foreign drafting lawyers to agree amendments to the documents.

Authority to execute documents

Directors are often under the impression that because of the provisions of sections 40, 44 and 46 of the Companies Act 2006, they have inherent authority to execute documents and bind their company.

While this is obviously true when the company has a single director, the problem with s40 is that it covers a person 'dealing with' the company – and the definition of 'dealing with' does not cover the notary.

In addition, s44 simply deals with methods of execution and does not confer authority to execute.

There is some interesting case law around this, for example Bass Jarrington Ltd v The Royal Bank of Scotland (2014) which deals with s40 issues.

In short, whenever a director signs a document to bind the company, then, unless the articles specifically give that director authority to execute it, the execution will need to have been authorised by a resolution of the board.

Board minutes

Board authorisation will often be demonstrated by the production of an extract of the board minutes. The issue for the notary is that they will almost certainly have not been present for the meeting and therefore cannot verify that the meeting was properly conducted or indeed quorate.

The better method for demonstrating the board's approval is the production of a written resolution of the board (which the articles of association will almost certainly allow for).

Non-director signatories

Companies should always bear in mind that the board can authorise non-directors to sign general documents but not deeds. If a non-director is to be authorised to sign deeds then the board will need to give that individual authority by way of a power of attorney.

The notarisation of documents for companies is an area which can be fraught with difficulties. And getting it wrong can result in disastrous consequences for the transaction to which those documents relate. Notaries are specialists in ensuring that documents will be accepted in foreign jurisdictions and early advice should be sought so that transactions are not delayed.

Sell with Confidence

BACKED BY BULLETPROOF DISCLOSURE

In UK corporate transactions, disclosure of information is a vital strategy for sellers to shield themselves from warranty claims when selling their shares or business – **Evangelos Kyveris** explains.

"Typically, fair disclosure requires providing information or documentation with 'sufficient detail to enable the buyer to identify the exact nature and scope of the matter disclosed'."

Warranties are contractual promises or statements of fact that are typically given by sellers to prospective buyers in a purchase agreement. These warranties cover various aspects of the target company, business or assets being sold. If any warranty proves to be inaccurate or untrue, the buyer may have grounds to pursue a claim for breach of warranty, seeking damages from the seller.

To mitigate the risk associated with such claims, sellers employ disclosure mechanisms. These disclosures allow sellers to provide information and documents that may be inconsistent with the warranties provided.

MECHANISMS INCLUDE:

Disclosure letter

General disclosures

These include information of a broad or general nature, or details already available in the public domain (e.g. records at Companies House).

Specific disclosures

These pertain to specific information, documents or matters that the seller identifies as relevant to, and inconsistent with, particular warranties.

Virtual data room (VDR)

The VDR is an online repository where sellers, typically through their professional advisers, upload documents containing information relevant to the warranties and the overall disclosure exercise.

STANDARD OF DISCLOSURE

For disclosures to protect sellers effectively, they must meet a certain standard. The concept of 'fair disclosure' is central to this standard and has been examined in various court cases.

Courts usually refer to the definition of 'fair' as agreed between the buyer and seller, and set out in the purchase agreement.

Typically, fair disclosure requires providing information or documentation with 'sufficient detail to enable the buyer to identify the exact nature and scope of the matter disclosed'. If this standard is met by the disclosures, sellers are protected against claims arising from the warranties. However, if sellers later attempt to argue that matters that were not fairly disclosed should be inferred from documents or other information, the courts are unlikely to side with them.

To meet the standard of fair disclosure, sellers should:

- Clearly and adequately disclose important issues in the disclosure letter, providing all relevant facts to ensure the buyer fully understands the matter's significance and its implications on the warranties
- Avoid relying solely on broad or generic information or merely referring to documents in the VDR, as this does not normally satisfy the required standard of disclosure
- Ensure that information is not hidden or inaccurately described in the VDR, as this would not constitute fair disclosure.

Furthermore, any deliberate concealment of crucial information by the seller may be considered fraudulent. In cases of fraud, the courts often disapply the limitations of liabilities that are usually set out in the purchase agreement, a decision that could result in severe consequences for the seller.

MAXIMISING PROTECTION FOR SELLERS

Disclosure is a critical element in UK corporate transactions, serving as a key mechanism for sellers to protect themselves from potential warranty claims. Sellers who fail to make fair disclosures risk facing significant legal and financial liabilities. It's therefore essential for anyone involved in the sale of assets or shares to seek legal advice to fully understand the mechanics of disclosure, navigate the disclosure process effectively and enhance protection against possible warranty claims.

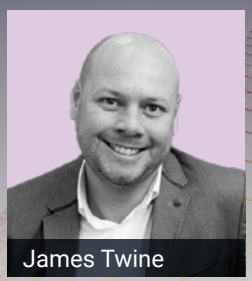
IN SHORT

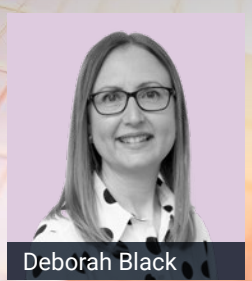
Getting disclosure of information right is critical for sellers to avoid warranty claims when selling their shares or business

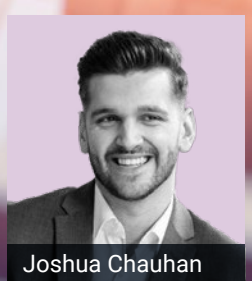
Sellers deploy two main disclosure methods: disclosure letters and the use of a virtual data room (VDR) to which relevant information can be uploaded

'Fair disclosure' standards means that sellers are protected against claims, as long as the information provided is clear, relevant, specific, accessible and accurate

Sellers seeking to maximise their protection through disclosure should always seek legal advice.


James Twine


Deborah Black


Joshua Chauhan

AFTER THE LANDSLIDE

What will 2025 bring for businesses?

Following Labour's landmark election win, businesses can expect to see some significant legal changes across employment, commercial property and corporate law. **James Twine**, **Deborah Black** and **Joshua Chauhan** explore what this will mean for businesses in 2025.

COMMERCIAL PROPERTY WHAT'S CHANGING?

In the commercial property sector, businesses can expect some significant changes, such as:

Renters' Rights Bill

Although focused on residential properties, the bill's impact on commercial property owners with mixed portfolios cannot be ignored. Key provisions include ending 'no fault' evictions and strengthening tenants' rights.

Leasehold and Commonhold Reform

Plans to restrict new leasehold flat sales and regulate ground rents will affect property management and investment strategies.

Green Leases

As environmental standards become stricter, commercial leases will need to incorporate provisions for sustainability and energy efficiency improvements.

Commercial property owners should integrate green lease provisions and keep an eye on legislative changes that may affect their residential letting portfolios. This will not only ensure compliance but also enhance the sustainability and value of their property portfolios.

After fourteen years, Labour is back in power alongside an ambitious legislative agenda which will bring notable changes across many sectors.

EMPLOYMENT LAW WHAT'S CHANGING?

Labour's New Deal for Working People outlines transformative changes in employment law. The key reforms include amendments to:

Zero-hour contracts

Labour plans to ban 'exploitative' zero-hour contracts. This change will affect many businesses that use these contracts for flexible staffing.

Fire and re-hire practices

Aimed at curbing the practice of terminating an employees' contract only to rehire them on less favourable terms. This will mean businesses need to adopt a more transparent process for making changes to employment contracts.

Day one rights

Extending basic employment rights such as parental leave and sick pay from the first day of employment and, most significantly, the right to claim unfair dismissal. Currently, employees need to complete two years of service to pursue a claim.

Union rights

Allowing increased access for trade unions and mandatory information about union membership.

Minimum wage

Moving towards a genuine living wage and removing age-related bands.

Equal pay and anti-discrimination measures

Enhanced protections and mandatory reporting for gender and ethnicity pay gaps, along with protections against various forms of discrimination.

Single worker status

Removal of the current 'worker status' so that individuals either have full employment rights (and taxable status) or they are self-employed.

Employers must start reviewing their contracts, policies and staffing structures now. With these changes, it's crucial to align your practices and plans for the future with the new rights and prepare for increased regulatory scrutiny.

CORPORATE AND COMMERCIAL LAW WHAT'S CHANGING?

In the field of corporate law, the focus is on:

Enhanced ID Requirements

Stricter identification measures for company directors are now in effect, aiming to improve transparency and reduce fraud.

Corporation Tax

The rate of corporation tax is capped at 25% for the duration of the current Parliament, offering some predictability for business planning.

Businesses should adapt their compliance strategies to meet new ID requirements and optimise their tax planning under the current corporation tax cap. Alongside the measures already introduced, Labour's manifesto pledges to create a 'new partnership with business to boost growth everywhere'. It will be interesting to see how that aspiration crystallises into specific economic and commercial measures over the course of the next few years.

After fourteen years, Labour is back in power alongside an ambitious legislative agenda which will bring notable changes across many sectors. Staying informed and proactive will be essential for businesses to adapt and thrive in 2025 and beyond.

CONTRIBUTORS

PAGE 1

The importance of Net Zero for business

Jo Little
Planet Mark
jo.little@planetmark.com
07917 499838

PAGE 4

End of line for no-fault evictions

Simeon Blewett
Berry & Lamberts Solicitors
01892 526344
sblewett@berryandlamberts.co.uk

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Taking the heat out of 'hots'

Joshua Moloney, Donna Warren
Biscoes
01983 533938
dwearen@biscoes-law.co.uk,
jmoloney@biscoes-law.co.uk

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From Coding to Creativity

Nour Belal
Lamb Brooks Solicitors
nour.belal@lambbrooks.com
01256 305583

PAGE 8

Take your partners

James Bowles
Mullis & Peake Solicitors LLP
01708 784075
jamesbowles@mplaw.co.uk

PAGE 10

Remote Control

Katie Ash
Banner Jones
01246 560519
katieash@bannerjones.co.uk

PAGE 12

The Employment Rights Bill

Michael Pope
Grant Saw Solicitors
020 8305 3543
michael.pope@grantsaw.co.uk

PAGE 14

Working it out - new migration rules

Sultana Ali
Biscoes
02392 660261
sali@biscoes-law.co.uk

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Splitting headache?

La-Toyah Phillips
Lamb Brooks Solicitors
01256 305596
la-toyah.phillips@lambbrooks.com

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Getting to grips with green leases

Tamzin Mandelli
Hart Brown Solicitors
01483 887766
tpm@hartbrown.co.uk

PAGE 20

Making the move to greener pastures

Andrew Ashley-Edwards
Martin Tolhurst Solicitors
01634 728111
enquiries@martintolhurst.co.uk

PAGE 22

Seal the best deal lease negotiation

Leonie Armand
Mullis & Peake Solicitors LLP
01708 784090
leoniearmand@mplaw.co.uk

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Power to the people

Ilaria Giurini
Martin Tolhurst Solicitors
01634 728111
enquiries@martintolhurst.co.uk

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Turn CSR into a win-win

Neil Lloyd
FBC Manby Bowdler LLP
01952 208420
neil.lloyd@fbcmb.co.uk

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Notarisation - more than meets the eye

Michael Rabbett
Buckles Solicitors
01733 888807
michael.rabbett@buckles-law.co.uk

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Sell with confidence

Evangelos Kyveris
RIAA Barker Gillette (UK) LLP
020 7299 6949
evangelos.kyveris@riaabg.com

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After the landslide

James Twine, Deborah Black, Joshua Chauhan
Wolferstans
01752 292202
info@wolferstans.com

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