THP SOLICITORS

IN BRIEF

THE LEGAL MAGAZINE FROM THP SOLICITORS | ISSUE 2 | WINTER 2022

NO FAULT DIVORCE

IN THIS ISSUE:

IN BRIEF

WELCOME TO IN BRIEF – THE LEGAL MAGAZINE FROM THP SOLICITORS

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WELCOME TO THE WINTER 2022 EDITION OF IN BRIEF FROM THP SOLICITORS.

It has been a very busy time for us at THP Solicitors, with a record number of residential property transactions, individual clients taking the opportunity to get their personal legal affairs in order, and a resumption of 'business as usual' by our commercial clients undertaking corporate, commercial and property transactions.

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Victoria Baker, Senior Solicitor Wills, Trusts & Estate Administration & Notary Public

Our Lower Earley and Henley offices are open for in-person appointments on a pre-arranged basis, although many of our clients continue to prefer the convenience of consultations by phone or video.

We have taken the opportunity to recruit some new faces to help us continue to provide good service, including Victoria Baker who has joined us as a senior solicitor in our Wills, Trusts & Estate Administration Team.

Victoria joins THP Solicitors from a national law firm where she was a Partner, and has over 13 years' experience. She has expertise across the full spectrum of private client work, including Wills and Powers of Attorney, Estate administration and providing inheritance and estate planning advice.

As well as being a private client solicitor, Victoria is an independent qualified notary public and can provide a wide range of notarial services to individuals and businesses. She can arrange for documents be legalised at the Foreign, Commonwealth and Development Office and for any further legalisation at consulate/ embassy level. You can find out more about the role of a notary on page 10 of this magazine.


Denise Stradling (right) at the end of her 50k charity walk

THP Solicitors sponsor the Henley Literary Festival for the 10th successive year

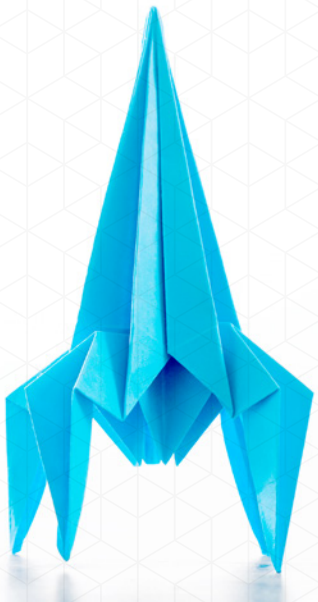
It's been a busy time for us regarding our support of the arts and the local community through sponsorship. In Henley, we are long time sponsors of the Henley Hawks Rugby, the Henley Literary Festival, Henley Festival and Henley Cricket Club. In Reading we have been pleased to be able to support Whiteknights Bowling Club, and Radstock and Kidmore End Primary Schools, amongst others.

Members of our team give their time in other ways too, as trustees and governors, volunteering and fundraising, including Residential Property Associate Denise Stradling who completed the 50km Thames Path Challenge in September in aid of the John Sykes Foundation that assists local charities and causes in Reading.

In a gesture towards minimising our carbon footprint the firm planted a tree for every member of our staff in local woodland, hopefully helping nature thrive long into the future.

We hope that by supporting these causes we can in some way fulfil our responsibilities to the communities in which we live and work.

In a gesture towards minimising our carbon footprint the firm planted a tree for every member of our staff in local woodland.



SETTLEMENT AGREEMENTS

WHAT ARE THEY?

A Settlement Agreement (previously known as a Compromise Agreement) is a voluntary legally-binding written contract, where an employer and employee terminate employment on agreed terms. It is a legal requirement that an employee receive specialist legal advice before signing a settlement agreement, from an independent solicitor of their choice, which is normally paid for by their employer.

HOW DO SETTLEMENT AGREEMENTS WORK?

Employers may wish to offer a Settlement Agreement to employees they are making redundant, where there exists a mutual agreement to terminate and to avoid going to an Employment Tribunal or risk other forms of legal action.

Should an employer need to terminate an employee's employment, using a Settlement Agreement it enables them to offer an employee a sum of money to facilitate an agreed termination of their employment, and helps protect their business against future claims as the employee will contract to refrain from issuing claims listed in the agreement, such as unfair dismissal.

EVERY AGREEMENT IS DIFFERENT

When assessing a Settlement Agreement it is important to remember that everyone has different values. One person might be looking for money, another might need a good reference, another paid in lieu of working notice so they can start another job quickly, or possibly even reinstatement.

> **In essence, Settlement Agreements financially compensate the employee whilst limiting the employer's liability**

DOES AN EMPLOYEE HAVE TO ACCEPT A SETTLEMENT AGREEMENT?

If an employer has a valid reason for terminating an employment, it is important to remember that if the employee turns down the offer in a Settlement Agreement, they might not get a better one. Also an employer's commitment to contribute towards an employee's legal fees is only valid if they sign the settlement agreement, so if they decide not to accept the terms offered, then the employee may still have to pay all of their solicitor's fees.

A solicitor can advise if the terms of an agreement are 'fair' and the consequences of an employee's decision. They can also help formulate a strategy for negotiations to see if there is a chance to improve the deal.

WHY USE A SETTLEMENT AGREEMENT?

In essence, Settlement Agreements financially compensate the employee whilst limiting the employer's liability, so that a line is drawn under the end of the employment relationship with a 'clean break' being achieved. For a settlement agreement to be enforceable, it is a requirement that the employee receive independent legal advice on the terms and effect of signing a Settlement Agreement and where appropriate the legal adviser may negotiate the terms. This legal advice is normally paid for by the employer in terms of a financial contribution.

It is important that both the employer and employee clearly understand the terms of the Settlement Agreement...

HOW WE CAN HELP

It is important that both the employer and employee clearly understand the terms of the Settlement Agreement and what they are agreeing to. Our wealth of employment law experience can help employees understand the ramifications of signing a Settlement Agreement. We also offer advice on whether the settlement proposed is reasonable in light of the background to the termination of employment, and can negotiate the terms and financial settlement on behalf of the employee.

For employers, we can help draft a Settlement Agreement and advise on the terms to reflect the background to the termination, and can negotiate on their behalf should the terms or financial settlement be challenged by the exiting employee.

If you would like more information on Settlement Agreements or have one reviewed by a solicitor to check it is fair, please contact Laura Colebrook in our Dispute Resolution team on email l.colebrook@thpsolicitors.co.uk or call us on 0118 920 9499.

'RINGFENCING' RENT DEBT

The Government says rent debt accrued during pandemic closures must be 'ringfenced'

According to the British Property Federation there is an estimated £7.5 billion of commercial rent in arrears in the UK. In a policy update in August, the Government stated that any rent that was accrued due to Covid-19 restrictions must be dealt with separately from other rent liabilities to 'provide the breathing space needed' for negotiations between tenants and landlords as they try to resolve the issue.

RINGFENCING OF RENT DEBT ACCRUED BY BUSINESSES AFFECTED BY ENFORCED PANDEMIC CLOSURES

The Government plans to bring in legislation that will ringfence rent debt accrued during the pandemic by businesses affected by enforced closures. This will separate this debt from the rest of the lease, and landlords will be expected to make allowances for this debt and share the financial burden of Covid-19 with their tenants. The period of arrears to be ring-fenced will vary by industry sector and will relate to the period of time during which that industry was subject to Covid-19 restrictions.

REVISED CODE OF PRACTICE AND ARBITRATION

The Government has stipulated a process of binding arbitration should be undertaken between landlords and tenants for situations where the parties cannot reach agreement, so that a legally binding agreement can be determined.

The Government is entrusting that most landlords and tenants will be able to come to some form of resolution using a revised Code of Practice that will facilitate negotiations between parties and be given legal force. The current voluntary Code of Practice, which was published in June 2020, was designed to encourage commercial tenants and landlords to work together to protect viable businesses.

In our experience, the majority of commercial property owners and tenants are working collaboratively to agree on rent concessions and reversionary short-term leases, in an attempt to share the financial burden of lockdown during the pandemic. By doing they hope to avoid tenants

going into insolvency, leaving landlords with no rent, difficulty in securing a new tenant at a similar rent and possibly even a liability to pay rates on the empty property.

However, in some cases, there is hesitancy between tenants and landlords to instigate direct discussions on which to base negotiations. We have helped start these conversations, acting as a third party in exploring the options. Whilst we would encourage discussions, both sides should resist the temptation to reach an informal agreement as that may result in unintended consequences. Our advice is that any agreement to vary the existing terms should be very carefully considered and concessions, time limits, interest payments and mechanisms for ending the agreement are documented.

CORONAVIRUS ACT 2020 CONTINUES UNTIL 25 MARCH 2022

Section 82 of the Coronavirus Act 2020, which prevents landlords of commercial properties from being able to evict tenants for the non-payment of rent, will continue until 25 March 2022 (unless legislation is passed ahead of this), in order to provide sufficient time for this new process to be put in place. The use of Commercial Rent Arrears Recovery (CRAR), which normally gives landlords the ability to seize goods owned by the tenant in lieu of rent owed unless the tenant has more than 554 days' worth of rent arrears, has also been restricted until this date.

RESTRICTIONS ON WINDING-UP PETITIONS AND STATUTORY DEMANDS

The Government has also extended the restrictions against serving a winding-up petition on the basis of a statutory demand implemented through the Corporate Insolvency and Governance Act 2020 until 30 September 2021. The Government is further restricting the issue of statutory demands and winding-up petitions against a tenant company for a further 3 months from 1 July 2021 where the tenant is unable to pay its debts due to the impact of Coronavirus.

TENANTS WITH MEANS TO PAY MUST DO SO

Government is clear that those tenants who have not been affected by closures and who have the means to pay, should pay any monies due to landlords. Landlords will be able to charge interest on rent accrued from the end of the ringfenced period in accordance with their lease. Additionally, the Government expects commercial tenants to begin paying rent as per their lease from the point of restrictions being lifted for their sector. Its Code of Practice makes it clear that tenants must:

- **pay service and other charges in full;**
- **pay as much of their rent as they can afford; and**
- **seek agreement from property owners where support is needed.**

In recent cases such as the Bank of New York Mellon v Sports Direct, the High Court has rejected arguments put forward by commercial tenants which sought to justify withholding rent in light of the pandemic.

In recent cases such as the Bank of New York Mellon v Sports Direct, the High Court has rejected arguments put forward by commercial tenants which sought to justify withholding rent in light of the pandemic. The High Court held that the existing Code of Conduct provided no authority for rent to be withheld and does not affect the contractual obligations between the parties. A contract or lease is either frustrated (and cannot be performed) or it is not – there is no such concept in law as "temporary frustration".

EVICTION AND COURT CLAIMS

Landlords will be able to evict tenants for the non-payment of rent prior to March 2020 and after the end of restrictions for their sector and those who have not been affected by business closures during this period. Where a tenant breaches other terms of their contractual agreement, landlords will still be able to move to evict them if such breaches give rise to a right to forfeit.

Legally all rent arrears remain due and owing (regardless of whether they will be ring-fenced in the future) and landlords can issue money claims for them. If judgment is obtained this can be enforced through enforcement officers or other means. Landlords should though bear in mind that they may well be penalised for the costs of the arbitration, as the new scheme may punish parties that have not negotiated in 'good faith' over ring-fenced arrears. Some tenants may also try to delay court proceedings regarding debt that may be 'ringfenced' until the new legislation comes into effect.

Whilst tenants will appreciate the breathing space afforded by the Government's new measures, particularly those operating in sectors hard hit by pandemic closures, landlords with their own debt facilities to service will no doubt be concerned at further delays and what many consider to be pressure to waive debts owed. Landlords, tenants and lawyers now keenly await details of the legislative solution proposed by the Government.

For more information on commercial landlord and tenant debts, please contact Frances Watts in our Commercial Property team on email frances@thpsolicitors.co.uk or Laura Colebrook in our Dispute Resolution team on email l.colebrook@thpsolicitors.co.uk or call us on 0118 920 9499.

NOT MY FAULT

No fault divorce was due to come into effect in England and Wales in the autumn of 2021, but the Government has delayed the officially named Divorce, Dissolution and Separation Act 2020 coming into force until 6th April 2022. At the same time changes will be made to the law governing the dissolution of a civil partnership.

> **Under the new legislation divorcing couples will simply be able to agree to a divorce, without assigning blame or fault.**

The delay is apparently to build the necessary amendments to court rules and rectify the new online digital divorce service which has been prone to bugs.

WHAT IS NO FAULT DIVORCE?

Under the current legislation, couples wishing to divorce before they have been separated for two years or more must cite either the other party's unreasonable behaviour or their adultery (difficult to prove in the absence of an admission). It is not enough to say that there are irreconcilable differences or that both parties agree to a divorce. The Petitioner has to allege fault and blame.

In practice, solicitors are aware of this and explain to clients that this is merely a means to an ends; keeping allegations of "unreasonable behaviour" relied upon to a minimum, and recommending that parties do not name the person that their partner has committed adultery with, in order to reduce animosity between the parties.

Under the new legislation, divorcing couples will simply be able to agree to a divorce, without assigning blame or fault. It is expected that the bill will be passed and that "no fault" divorce will become the way forward for separating couples.

WHAT WILL NO FAULT DIVORCE DO?

Justice secretary Robert Buckland has said of the new legislation "by sparing individuals the need to play the blame game, we are stripping out the needless antagonism this creates so families can better move on with their lives."

It is hoped that by introducing no fault divorce, the divorce process will become more straightforward. The new legislation will also remove the possibility of contesting a divorce.

It should be noted that under the new legislation the Decree Absolute (the final piece of paper in the divorce) cannot be granted until at least 6 months have passed from the start of proceedings. It is currently possible to conclude a divorce quicker than that where all concerned, including the Court office, process the paperwork at all stages promptly, but in practice divorces normally take longer than 6 months, particularly given that it is normally standard advice to ensure that financial matters are resolved prior to applying for the Decree Absolute.

WHAT SHOULD YOU DO?

The government has recently introduced online divorce to streamline the process of people obtaining a divorce themselves, without the need to instruct solicitors. If you are thinking of doing this, whether now or when no fault divorce comes in, we recommend that you still come and speak to a solicitor in relation to financial matters before getting the Decree Absolute. This is because, upon pronouncement or the Decree Absolute, you may lose out on state benefits, pension benefits, and any matrimonial restriction on the family home will cease.

If you do not resolve financial matters during the divorce process, by way of a legally binding order, then your claims against each other remain open for income, capital and pensions and either of you may apply to the Court in the future for a financial order. This means that if either of you win the lottery or receive an inheritance, the other may make try to make a claim over this. Or if either of you has a change in circumstances, you may find that the other feels differently about how the finances have been divided.

If you have any questions about getting a divorce or any other aspect of family law, then please call Julia Drury on 0118 975 6622 (Lower Earley office) or Richard Rodway on 01491 570900 (Henley-on-Thames office) or send us an email office@thpsolicitors.co.uk

NOTARIAL AND LEGALISATION SERVICES EXPLAINED

Victoria Baker, who is based in our Henley office, is a qualified independent Notary Public who is able to assist individuals, businesses, and other organisations with the authentication of all documents for use overseas. Here she explains a little more about what a Notary does and when you might need their services...

WHAT IS A NOTARY?

If you have dealings outside of the UK, you may be required to have documents certified, notarised, verified or authenticated by a Notary Public, rather than a solicitor, in order for them to be accepted by public and legal authorities in another country. Notarisation is accepted as a safeguard under international law.

A Notary is a qualified lawyer – a member of the third and oldest branch of the legal profession in England and Wales. The rules which affect Notaries are very similar to the rules which affect Solicitors. They must be fully insured and maintain fidelity cover for the protection of their clients and the public, and comply with stringent practice rules and rules relating to conduct and discipline. Notaries have to renew their practising certificates every year and can only do so if they have complied with the rules.

A Notary has two significant differences from a solicitor:

- **Their duty is to the transaction as a whole and not just to one of the parties and their duty is to ensure that the transaction is fair to both sides.**
- **A Notary identifies themselves on documents by the use of their individual seal of office. This seal will be registered with the Foreign, Commonwealth and Development Office.**

WHAT DOES A NOTARY DO?

Notaries are primarily concerned with the preparation or authentication documents for use in foreign countries and the verification of signatures on those documents.

Notaries can examine and authenticate a wide range of documents and act as a witness to them or prepare certified copies of these. The Notary's role is to check that there is no fraud and to ensure that the signatory understands the documents and is entering into the transaction willingly. A notarised document will bear the Notary's signature and official seal of office.

A Notary will assist with the formalities required for completing a document to be notarised, however, they will not advise a client on the legal effect of the document or the transaction itself. The client must seek such advice from their own lawyer or the persons asking them to have the document notarised in the relevant jurisdiction.

Notaries can also assist in legalisation requirements whether at the Foreign & Commonwealth Office and/or any other relevant embassy/consulate. Legalisation is the process by which the signature and seal of the Notary are authenticated by the Foreign, Commonwealth and Development Office who then affix an Apostille. Countries which are not party to the Hague Convention on Apostilles require further legalisation from the relevant Foreign Embassy or High Commission.

HOW WE CAN HELP

Victoria Baker can provide advice in respect of notary and legalisation issues across a range of legal areas, whether you have a single document or many. Email **v.baker@thpsolicitors.co.uk** or call **01491 570 900** for more information.

THE PERILS OF PROVIDING GOODS OR SERVICES WITHOUT SIGNING A CONTRACT

Deadlines and pressures to start providing goods or services quickly can sometimes lead to businesses starting work:

i) before negotiations on the contract have been completed and the final document has been agreed and signed by both parties;

ii) without any contract at all, with both parties relying on a quotation or purchase order for goods and services.

The fundamental danger of both situations is that in the event of a disagreement, the contract and its wording can be interpreted against you.

In addition, there is a growing tendency in the courts to interpret contracts in favour of the perceived weaker party, i.e. the consumer or individual in a Business to Consumer contract or the smaller company in a Business to Business contract.

It is therefore very risky not to agree and conclude an unsigned contract because the wording may conflict with the terms of any quotation or purchase order relating to specifics and timing of deliverables and liability for breach.

With regard to reliance on a quotation or purchase order for the supply of goods and services, a common problem is when both the supplier and buyer have issued their own versions respectively, but they conflict and provide uncertainty when a disagreement arises. It must be clear which or whose set of Terms and Conditions apply.

As a supplier or a buyer, it is vital to understand and establish a process by which it is clear when your quotation becomes an enforceable contract.

As a buyer, there is a need for clarity about what you are buying at what price and when.

For more information on how to best to protect you and business, please contact Malcolm Head on email **malcom@thpsolicitors.co.uk** or call **0118 920 9490**.

CONTESTING A WILL

Contesting a Will used to be a fairly rare occurrence, but with family structures often becoming more complicated, an ageing population and an increase in the value of estates driven by rising property prices, arguments over inheritance are becoming more common.

A many disputes tend to flow from unprecedented times of crisis, the pandemic has exacerbated matters, with an increase in badly drafted or executed DIY Wills during lockdown, more people dying unexpectedly who may not have had their affairs up to date, and many people in greater financial need due to the slump in the economy. The statistics bear this out with more than 10,000 caveats (requests to block probate so that a Will can't be executed) submitted to Probate Registries in the UK in 2020 according to the Ministry of Justice.

WHO CAN CONTEST A WILL?

Anyone who has a beneficial interest, or a potential beneficial interest, in a deceased person's estate can contest a Will if they feel they have a valid legal claim. Most often, those contesting a Will are the surviving spouse, children, cohabitee, others who are dependent financially, or a person who is expressly mentioned in the Will or a previous Will.

Anyone who has a beneficial interest, or a potential beneficial interest, in a deceased person's estate can contest a Will...

Sometimes, if you are owed money by the deceased, you can make a claim against an estate if a Section 27 Notice has been issued seeking creditors to come forward.

ON WHAT GROUNDS CAN A WILL BE CONTESTED?

A Will that doesn't reflect the true intentions of the deceased or a Will that hasn't been followed correctly may be invalid and able to be contested. To challenge a Will, you need to have a valid legal reason that falls under one of these categories:

- **Lack of testamentary capacity – the person who has died lacked the mental capacity to understand the Will and what they were signing e.g., they had dementia.**
- **Lack of approval or knowledge – the deceased was unaware of the full contents of the Will e.g., they were visually impaired or had low levels of literacy so would not have been able to read it properly.**
- **Undue influence – the deceased was coerced into writing the Will e.g., someone manipulated or used duress.**
- **Forgery or fraud – the deceased was deceived in the making of the Will or the document itself was tampered with.**
- **Rectification – an error was made in the drafting of the Will.**
- **Section 9 of the Wills Act 1837 – the Will is invalid because not all of the legal stipulations required were carried out e.g., it was not signed by the deceased and/or the presence of two witnesses.**
- **The Inheritance (Provision for Family and Dependants Act) 1975 – the Will unfairly excludes someone who was financially dependent on the deceased e.g., a spouse or former spouse, a child, or someone who was living with the deceased continually for two years or more before they died.**

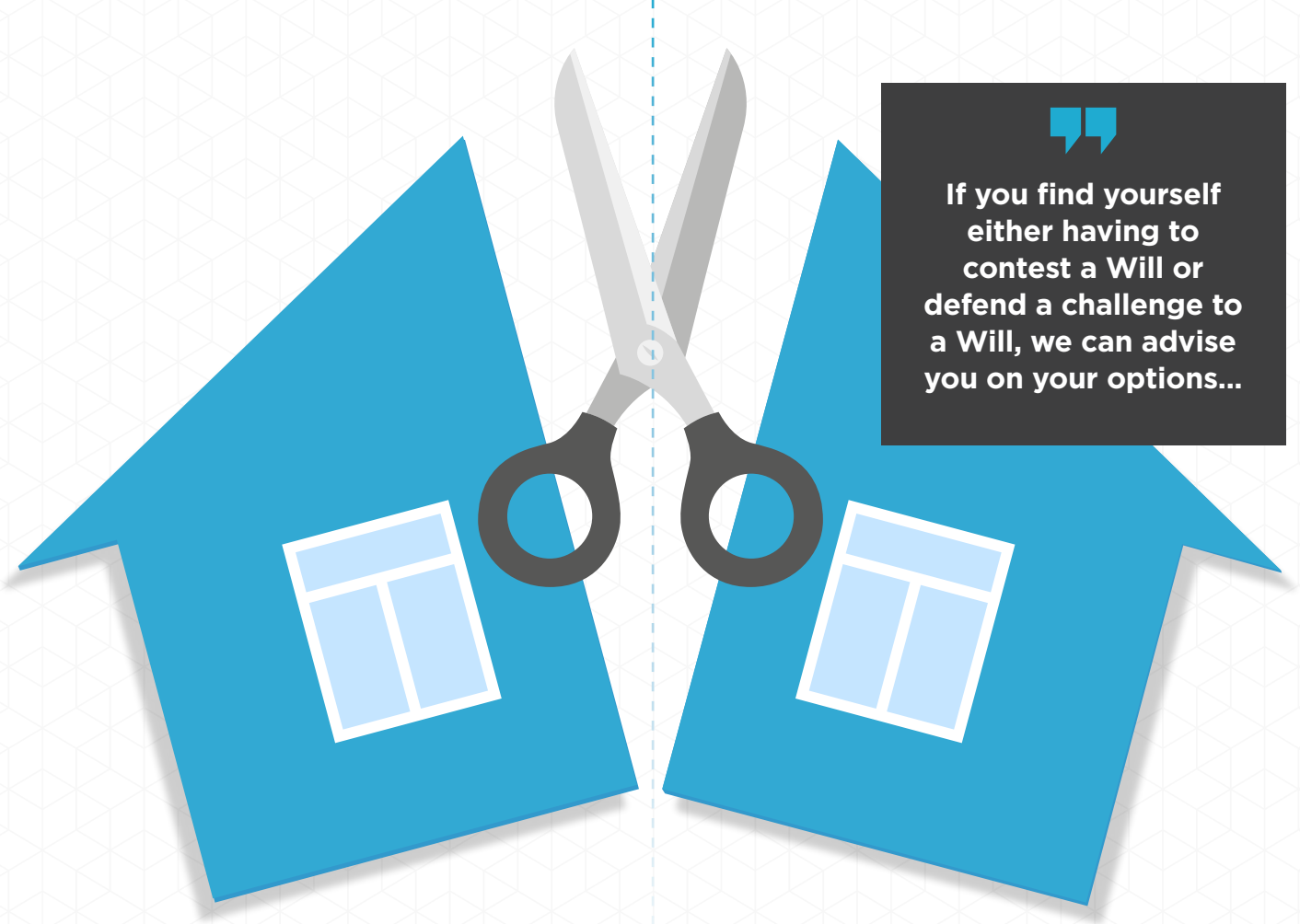
Obviously, some of these grounds are easier to prove than others and there needs to be evidence to back up a claim as opposed to just a subjective opinion.

If a beneficiary or next of kin is concerned that an Executor not distributing an estate properly and/or in accordance with the deceased Will, then it is possible to apply to the Court to have them substituted.

TIME LIMITS TO BRING A CLAIM AND BLOCK PROBATE

An Inheritance Act claim should be started within six months of the date on which probate was granted, although it is sometimes possible to ask the court to extend this time limit if there are valid circumstances. We recommend claims are made as soon as possible in order to provide evidence and avoid difficulties that arise when parts of the deceased's estate have already been distributed.

Once a claim is made, a caveat should be submitted to the Probate



> **If you find yourself either having to contest a Will or defend a challenge to a Will, we can advise you on your options...**

Registry which blocks probate for six months so that a Will can't be executed whilst the dispute is being resolved. An application can be made to extend a caveat for an additional 6 months, during which time the opposing parties must come to a resolution. The majority of disputes are settled out of court, through mediation or another form of dispute resolution, although this can be a drawn-out process if parties are entrenched in their views and there are significant amounts of money or property at stake.

WHO PAYS THE COSTS FOR CONTESTING A WILL?

It is important to note that although the responsibility for paying costs after a claim is always at the discretion of the court, the general rule is that the losing party will be ordered to pay the winning parties' costs as well as their own such as solicitors fees, Court costs and expert witnesses. These sums could be substantial; however, 100% full recovery is rare.

WHAT HAPPENS IF A WILL IS DEEMED INVALID?

If a Will is ruled to be invalid, then the deceased estate will be divided in accordance with a previous valid Will. If no previous Will exists, then the rules of intestacy come into play, a set hierarchy of relatives, which may not always reflect the deceased's wishes or any verbal promises they may have made during their lifetime. Only direct family will inherit under intestacy, not unmarried partners, or friends.

AVOIDING CONTESTED WILLS

Whilst 'death and taxes' are inevitable, as a nation we are historically reluctant to discuss money and legacies with loved ones. Having open and honest discussions about your wishes can be one way to ensure that everyone knows what to expect in advance and reduce the chances of disputes arising in future.

A correctly drawn Will is an inexpensive way of avoiding difficulties for your relatives and friends in the future, in the event of your death. You need to ensure that your Will is up-to-date and accommodates changes in both your own circumstances and those of your beneficiaries e.g., divorces, marriages, children, deaths. Make sure that those you trust, for example the executors of your Will, know where the original Will is kept e.g., at your solicitors, as a copy on its own will not be accepted by the Probate Registry. Keeping a record of how a Will came to be prepared, by whom, and how exactly it was executed will also assist considerably should questions be raised later about those issues.

HOW WE CAN HELP

If you find yourself either having to contest a Will or defend a challenge to a Will, we can advise you on your options and work with you to find a solution. In most cases a settlement meeting or formal mediation can produce an acceptable agreement but if there is no alternative to Court application, we will protect your position robustly.

Contact dispute resolution specialist Laura Colebrook who is experienced in contesting Wills cases on email l.colebrook@thpsolicitors.co.uk or call 0118 338 3270 to see how we can help.

THE DOS AND DON'TS WHEN BUYING A LISTED PROPERTY

Many people love the idea of living in a listed property – they are full of character, beautiful to behold and often situated in pleasant areas. Yet they invariably come with their own peculiar set of problems as well as the possibilities. So, what should you consider before signing on the dotted line?

DO'S

- Check on Historic England's National Heritage List to see the history of the property. There are three levels of listing in England and Wales: Grade I, Grade II and Grade III. A Grade I listed building will have more restrictions than a Grade II. The vast majority of listed buildings, around 92%, fall into the Grade II category.
- Get a Listed Building Survey to identify any hidden defects, grade the condition of all areas of the property, and provide expert advice on the continued maintenance or repair of the building. Drainage and chimney surveys are also beneficial. Always research the cost of any major work and get quotes before committing to the purchase.
- If you want to make building/ restoration work to a listed property, be aware you will ALWAYS need Listed Building Consent in addition to any planning permission and/ or building regulation approval. This includes changing the internal layout, replacement windows or guttering. Check the local authorities' specific guidelines for proposed works – you may need permission for something as simple as a satellite dish.
- Ensure your insurance is appropriate for the type of property/grading. You may need specialist cover – remember that your buildings cover should be for the rebuild cost of the property and not its market value, as listed buildings often have higher rebuild costs because they may require specialist materials.
- Check the planning history of the property and that if any work was done by previous owners the appropriate building regulation approvals and planning consents were obtained for work. Works not covered by permission are illegal and as the owner you could face prosecution for works carried out by a predecessor as well as the cost of putting things right.
- Check to see if the property is in a conservation area. Permitted development rights are limited or restricted in conservation areas and planning permission will be required for certain external work to a property.

DON'T

- Don't assume because there is listed building consent that this covers all works. ALWAYS ALWAYS check.
- Don't think normal rules apply to renovating your home. If listed building consent is granted, remember that you may need to use specialist materials or techniques so that you do not alter the character of the property. Check first before undertaking any work.
- Don't start any building or renovation work until all correct consents have been obtained. and the local authority's requirements.

If you would like advice on buying a listed or period property contact Rachel Gaylor, Partner & Head of Residential Property on e: rachelg@thpsolicitors.co.uk t: 0118 920 9496. Our Residential Property team have extensive experience and can advise you on how best to proceed.

ALL LAWYERS ARE SOLICITORS – NOT SO!

There are many routes into the law. In today's legal industry, clients can seek assistance from a growing number of non-solicitor professionals who are specialists in their own right. An example is a Legal Executive – qualified lawyers helping reshape the legal sector.

Training to become a Legal Executive is similar to that of a solicitor, taking several years. The main difference being that those who go down the CILEX (Chartered Institute of Legal Executives) route choose the area of legal practice they would like to specialise in early on in their training, whereas solicitors rotate seats across different legal departments and choose their area of focus at the end at qualification.

Legal Executive training focuses on a combination of technical expertise and practical skills with the development of the core behaviours required to create forward-thinking, adaptable lawyers. Like solicitors, Legal Executive lawyers must adhere to a code of conduct and are required to continue training throughout their careers in order to keep themselves abreast of the latest developments in the law.

There are now over 21,000 members of CILEX in England and Wales who are able to undertake the same work that solicitors do. Members of CILEX can become partners in law firms, court advocates, and in 2021 two CILEX lawyers became the first to be appointed Judges of the Employment Tribunal.

The partners at THP Solicitors have long believed the CILEX career is a highly viable route into the legal industry and it can only be good news for the profession as a whole. Approximately a third of our legal staff have qualified using the non-solicitor route and they contribute hugely to the diversity and success of the firm. If you speak to any of our Legal Executives at THP, their expertise is clearly evident, as is their dedication to the legal sector and the care of our clients.

If you speak to any of our Legal Executives at THP, their expertise is clearly evident, as is their dedication to the legal sector and the care of our clients.

For more information on CILEX visit www.cilex.org.uk

THP SOLICITORS

MAKING MOVING HOUSE A BREEZE

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