myerson MAGAZINE

ISSUE 17 // WINTER 2025

MYERSON, PROUD SPONSOR OF "A TASTE OF ALTRINCHAM" FOOD & DRINK FESTIVAL, 28TH FEBRUARY – 9TH MARCH.

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Featured in this issue...

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How the Autumn Budget Impacts Inheritance Tax (IHT) Planning

With a new government comes new policies...

Following the Labour win in summer 2024, speculation was rife about the changes that might be introduced. Initially estimated at £22 billion, the fiscal shortfall quickly grew to £40 billion. But how would the funds be raised if VAT, Income Tax, and National Insurance were to remain untouched?

Our guess (along with many others) was increases to IHT and Capital Gain Tax which triggered a lot of activity leading up to 30th October 2024.

Basic IHT Rules (unchanged)

Each individual has a Nil Rate Band (NRB) that they can give away free of IHT. This is currently £325,000 and is set to remain at this figure until 2030. For spouses/civil partners, if everything is left to the survivor, the unused percentage of the NRB can be transferred to be used against the estate of the survivor.

In addition, if you have children and sufficient equity in your home which you pass to your children or descendants, you may be eligible for an additional Residence Nil Rate Band (RNRB), which can be transferred to spouses/civil partners in a similar way to the NRB. The RNRB is currently £175,000. If your estate exceeds £2 million, for every £2 over, £1 of the RNRB will be deduced and therefore a couple with a combined estate of £2.7 million will not be able to benefit from the RNRB without further planning or structuring of their estates.

Anything over your available allowances will be taxed at 40%.

Headline changes to IHT

- Businesses and Farms - from 6th April 2026, Business Property Relief (BPR) and Agricultural Property Relief (APR) at 100% will be capped at £1 million and anything more than that will be taxed at 50% of the IHT rate, giving an effective IHT rate of 20% whereas previously, the exemptions were potentially unlimited depending on the circumstances.

Case study – Mr and Mrs Smith own a dairy farm (to include the house) worth £4 million. They have two children together, Jack and Jill. In their Wills, they leave everything to each other on first death and then equally between the children on second death. Under the current rules, there would be no IHT on first because of spouse exemption and potentially no IHT on second death if they die before 6th April 2026 (assuming the relevant criteria has been met).

After 6th April 2026, there would be no IHT on first death, but on second death, the usual NRBs would be available; the RNRBs would be tapered away, APR is available for the first £1 million but the balance would be taxed, creating an IHT liability of £470,000.

- AIM Investments – will no longer be 100% exempt after the requisite two-year ownership period, but instead will be reduced to 50% relief.

- Pensions – previously not forming part of the estate for IHT purposes, they will be considered from 6th April 2027, which will add to the value of the estate for the purpose of qualifying for the RNRB.

Case Study – Mr and Mrs Jones have a house, savings and investments totalling £1.5 million and a pension of £1.3 million. In their Wills, they leave everything to each other on first death and then equally between the children on second death. Under the current rules, there would be no IHT on first death because of spouse exemption, and on second death, an IHT liability of £200,000 if they die before 6th April 2027.

After 6th April 2027, the value of their estate would be considered as £2.8 million which means they would lose the RNRBs leaving them with a taxable estate of £2,150,000 and an IHT liability of £860,000.

What can be done?

The key to IHT planning is precisely that: planning! While the available reliefs have been significantly reduced, it is still possible to maximise them.

It is vital to review your estate, assess your needs, estimate your life expectancy and expenditure, and determine your goals both during your lifetime and after death. Are there surplus funds you can start disposing of now? If so, lifetime gifting exemptions have not been amended.

Potentially Exempt Transfers (PETs)

It is still possible to gift capital from your estate. You have an annual exemption of £3,000 every tax year. Once you have exhausted the current tax year's annual exemption, it is possible to use the one from the previous year (if available). Anything exceeding your annual exemption will be subject to a seven-year survivorship period. Whilst a lifetime gifting allowance of £30,000 has been suggested, it has not been implemented.

Gifts from Surplus Income

If you have surplus income (i.e. making the gift would not cause you to use capital to maintain your usual standard of living), you can gift this without having to survive seven years. The gifts would usually have to be more than a one-off payment but is not capped as it depends entirely on your surplus income after deducting your expenditure.

Gifts v Trusts

If gifting is an option, consider whether the gift should be outright or subject to a trust. Outright gifts mean that the recipient has full control and use over the funds, which may not always be desirable - for instance, if the individual is vulnerable or has their own taxable estate. In such cases, a trust may be more attractive.

Trusts allow the separation of ownership from those who benefit but allow retention of control by the mechanism of appointing trustees which can prove useful in lots of cases. Either way, once the funds have been transferred, you should not retain any benefits to ensure that it does not get caught under the gifts with reservation of benefit for IHT purposes.

What next?

If you have concerns about your Will and estate/IHT planning, you can contact our specialist Private Wealth team.

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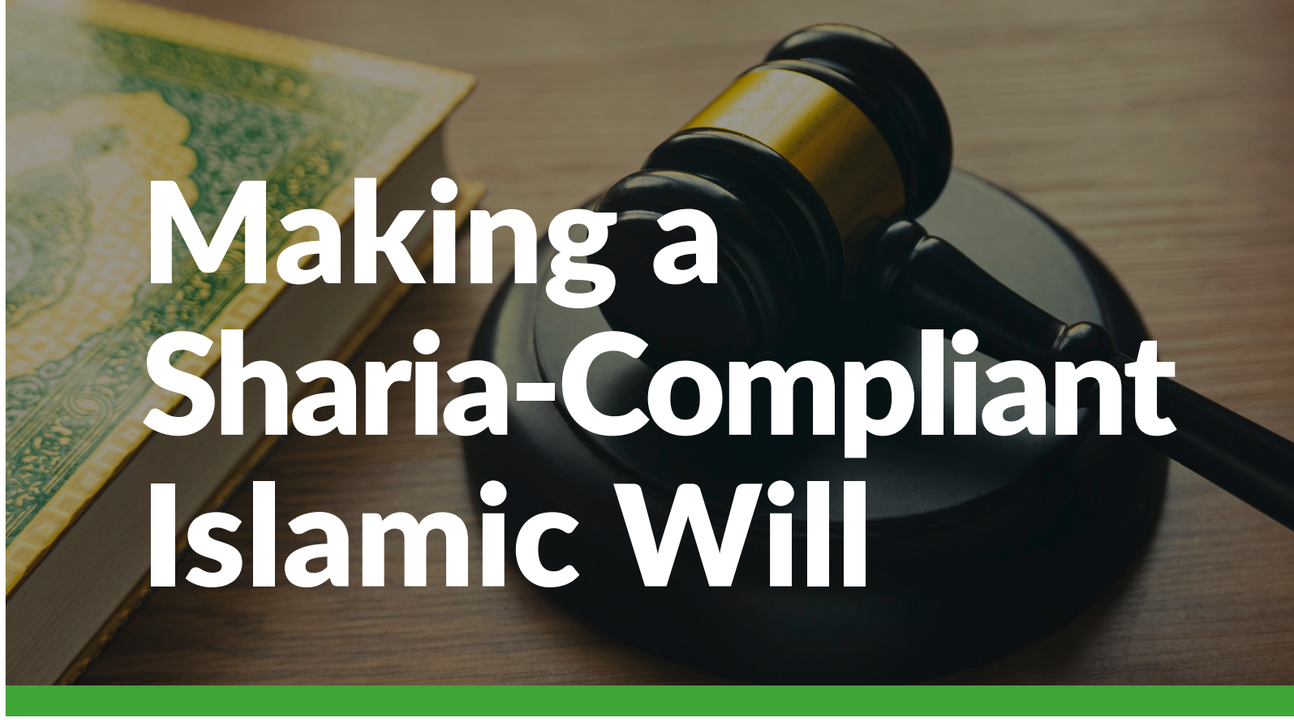
Speak to one of our
Wills, Trusts and Probate Team
Call **0161 941 4000**
Email **lawyers@myerson.co.uk**



Making a Sharia-Compliant Islamic Will

Planning your estate is important for everyone, but as a Muslim, ensuring your assets are distributed according to Sharia law is a religious duty. At Myerson, we specialise in creating Sharia-compliant Wills tailored to your faith and family circumstances.

Without a Will, the default intestacy rules in England and Wales will apply, which may conflict with Islamic inheritance principles. A Sharia-compliant Will not only honours your religious beliefs but also ensures your wishes are legally valid under English law.

What Makes a Will Sharia-Compliant?

A Sharia-compliant Will adheres to Islamic rules of inheritance, such as:

- **Allocating a minimum of two-thirds of your estate to family members.**
- **Fixing heirs' shares based on who survives you at the time of your passing.**
- **Leaving up to one-third to non-heirs, including charities or for unpaid religious obligations, like zakat.**

Our experienced solicitors guide you through every step, balancing compliance with Sharia principles and English legal requirements. We also advise on guardianship for minor children, tax implications, and asset protection.

Take the first step today. Call us at 0161 532 7996, and our Islamic Wills specialists will help you ensure your estate is in accordance with your values.

Could Love and Marriage be the Biggest Threat to your Family Business?

Business owners have to focus on so many issues: operations, HR, administration – the list goes on.

But what if the biggest threat of all is coming from inside the house? **Businesses, in particular SMEs, become a central focus of many marriages.** This can be either because the spouse is an employee or a shareholder or indeed the parties are "co-preneurs" having founded and run the business jointly.

Divorce and the associated financial settlement do not typically make for good date-night-chatter. However, there are studies which suggest that unanticipated, dramatic crises like that of a divorce are the very crises that are the most difficult to recover from, particularly in SME businesses. This may be as a result of a spouse's key role within a business or indeed the stresses associated with divorce. Post-divorce financial concerns are usually found to be one of the highest stress indicators for both men and women according to studies. This in turn may impact on your ability to focus attentions on key business matters in an effective way.

Many people mistakenly believe that 50% of marriages end in divorce. However, this is not the case; the actual figure is closer to 42%. In fact, the current divorce rate is the lowest it has been since 1971.

Nevertheless, divorces now are more complicated than they were in 1971. There are more asset classes to consider, the cost of living is higher, the law is different, and all of this is taking place in an increasingly global world. You may have a crypto wallet in the British Virgin Islands, a house in London and a pied-à-terre in Morzine. This can make simply understanding where to get divorced more complicated – before the computation and negotiation commences. Accordingly, it is very important to consider how you can mitigate the risks associated with divorce, as indeed business owners do in every other area of their business. **One key consideration may be a nuptial agreement.**

A **nuptial agreement** is an agreement which a couple enter into, either before or during the course of their marriage, which sets out how resources and assets would be split in the event of a divorce. This can include consideration of a business as your separate property and an acceptance from the other person that they will resign from the company or transfer their shareholding to you (subject to any tax consequential upon this).

Nuptial agreements were first found to be valid in 2010, in which the Supreme Court stated that:

[The] court should give effect to a nuptial agreement that is freely entered into by each party with a full appreciation of its implications unless in the circumstances prevailing it would not be fair to hold the parties to their agreement.

In the period since the Supreme Court ruling, the lower family courts have gone from viewing these agreements from a circumstance of the case to the starting point of the case. This change in position has made nuptial agreements incredibly popular – **not least because they can make divorces faster as well as less acrimonious and stressful.**

A nuptial agreement is not binding and so it's crucially important that you take specialist advice if you are interested in entering into a nuptial agreement.

To learn more about nuptial agreements, watch our video.

WATCH HERE >
(This will take you to YouTube)

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Speak to one of our
Family Law Team
Call **0161 941 4000**
Email **lawyers@myerson.co.uk**

My Family Pod

Stream the latest episode on

The Psychology of Divorce: Navigating Separation, ADHD, and Co-Parenting

Click Here >

Divorce and separation are among the most challenging experiences anyone can face. They bring not only legal complexities but also significant emotional and psychological hurdles.

In our latest episode of MyFamily Pod, our Family Lawyer **Nichola Bright** speaks with Counselling Psychologist **Helen Carouzos** to explore the psychological side of separation, offering practical advice and support for families navigating these difficult times.

1 The Role of ADHD in Divorce and Co-Parenting

ADHD doesn't just affect children; it's increasingly diagnosed in adults too. Helen explains how ADHD traits, such as difficulties with focus, impulsivity, and emotional regulation, can add complexity to relationships and divorce proceedings. She offers strategies to help both individuals and families manage these challenges and work towards effective co-parenting.

2 Supporting Children Through Separation

Children are often at the heart of family law matters, and their well-being is a top priority during a divorce. Helen and Nicola discuss the importance of age-appropriate communication and maintaining stability for children. They highlight the value of parents working collaboratively to create parenting plans that minimise conflict and put the needs of the child first.

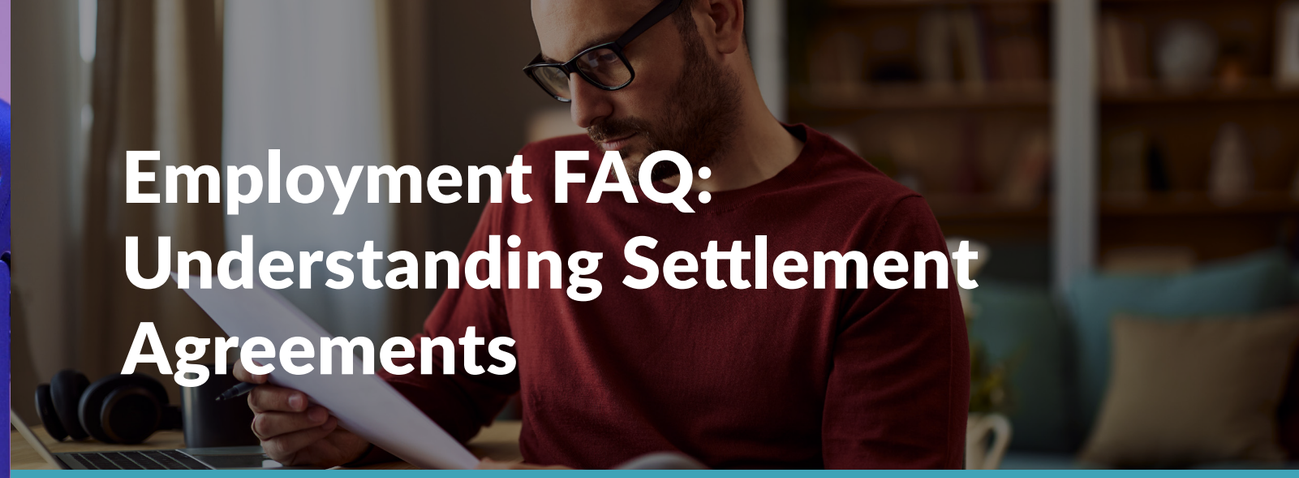
3 The Importance of Self-Care During Divorce

Divorce is a life-altering event, and self-care is essential to navigate the emotional toll. From maintaining routines to exploring hobbies or seeking therapeutic support, Helen shares practical self-care strategies to help parents remain resilient and positive during this period.

4 Creating a Circle of Support

Divorce isn't just a legal process, it's an emotional one. Both Helen and Nichola emphasise the importance of building a support network, including therapists, financial advisors, and friends, to provide guidance and relief during difficult moments.

This podcast episode is packed with advice and insights for anyone navigating the challenges of divorce or supporting loved ones through separation. **Listen to Our Latest Podcast**



Employment FAQ: Understanding Settlement Agreements

In today's fluctuating job market, employers are sometimes open to offering more generous exit packages than the legal minimum entitlement for employees leaving a business. Depending on your circumstances, you may want to explore negotiating an exit package with your employer. Often, these exit packages come with a settlement agreement designed to prevent future claims. Here's everything you need to know about how settlement agreements work.

What is a Settlement Agreement?

A settlement agreement is a legally binding contract between an employer and an employee (typically one who is leaving the company). It provides financial compensation in exchange for the employee waiving their right to bring legal claims against the employer. Employers commonly use settlement agreements in various scenarios, such as ending employment due to disputes, offering enhanced redundancy packages, or as an alternative to disciplinary or redundancy procedures.

Although employers often initiate settlement agreement discussions, employees can also propose them. If you're contemplating this route, especially following a dispute or grievance, remember that such conversations should be conducted on a "without prejudice" basis, meaning they cannot be used in legal proceedings if negotiations fail. Parties should seek legal advice before initiating such a discussion.

When are Settlement Agreements used?

Settlement agreements are versatile and can apply to many situations, including:

- Ending employment through mutual agreement.
- Resolving disputes or grievances.
- Offering enhanced redundancy packages.
- Avoiding prolonged disciplinary or redundancy processes.

Employers are often attracted to the "full and final" nature of settlement agreements, which provides clarity and closure for both parties.

What are the key considerations before negotiating?

Before initiating settlement discussions, take these steps to prepare:

1. **Understand your rights:** Obtain advice regarding your legal position, the strength of your case and whether your circumstances justify an exit package.

2. **Define your goals:** Know how much you're willing to accept and what you ideally hope to secure. Consider both financial and non-financial aspects, such as:

    - Reputational protection through an agreed reference.
    - Outplacement support.
    - Retention of company property or continuation of benefits.

3. **Assess practical factors:** Employers may be influenced by commercial considerations, such as avoiding disputes or expensive and lengthy litigation, or saving on salary costs.

4. **Gather evidence:** Collect all relevant documents and evidence to support your case.

Can you negotiate a Settlement Agreement?

In some situations, it is possible to negotiate the offer and terms of a settlement agreement. Discussions typically occur on a "without prejudice" basis, ensuring the content remains confidential if negotiations break down. You should seek legal advice to:

- Evaluate the fairness of the offer.
- Determine a reasonable settlement amount based on your case strength, potential tribunal awards, and the employer's financial capacity.
- Identify any non-financial factors important to you.

Be aware that until the agreement is signed, either party can withdraw the offer or seek to amend the terms.

What should a Settlement Agreement include?

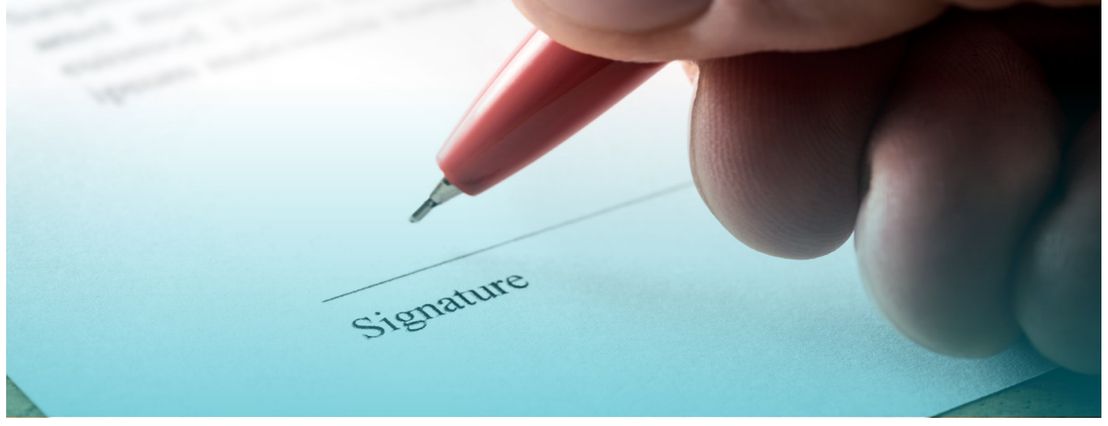
A well-drafted settlement agreement should cover:

- Arrangements in relation to the employment end date: The termination date of your employment (if applicable), confirmation of any garden leave provisions, how director resignations will be effected and whether there are any announcements (including stock exchange announcements) to be made.

- Payments and Benefits: Any entitlements to notice pay, accrued holiday, bonuses, pension contributions, payments for shares and continuation of insurance benefits.

- Compensation: Clear details on the compensation amount and timing, including any tax-free allowances.

- Future claims: A list of claims you're waiving and those you retain the right to pursue.



- Confidentiality: Provisions to ensure the terms of the agreement and other confidential information remain private.

- Return of property: Clear timelines for returning company property and clarification if there is any property that may be retained.

- Restrictive Covenants: Reaffirmation or negotiation of non-compete or non-solicitation clauses.

Employers often contribute to legal fees, as the agreement is not legally binding unless you've received independent legal advice on the rights you are waiving before signing. You should ensure this contribution from your employer is outlined in the agreement.

What happens if a Settlement Agreement is withdrawn?

A settlement agreement can be withdrawn at any point before the terms have been signed. While this possibility can create pressure, it's important to remember that employers typically extend offers that align with their own interests. If an agreement is declined, the employer may proceed with a formal process, such as a redundancy exercise or a disciplinary hearing. Once signed, the agreement becomes legally binding, so it's crucial to seek thorough advice beforehand.

How can we help?

We are experienced in advising employees, shareholders and senior executives on how best to plan for and negotiate mutually agreed exits, as well as advising on the terms of settlement agreements.

We always look to secure the best possible financial package whilst also incorporating reputational protection.

We also assist business owners in negotiating exit packages and preparing the settlement agreement terms.

For more information or tailored advice, get in touch with us today.

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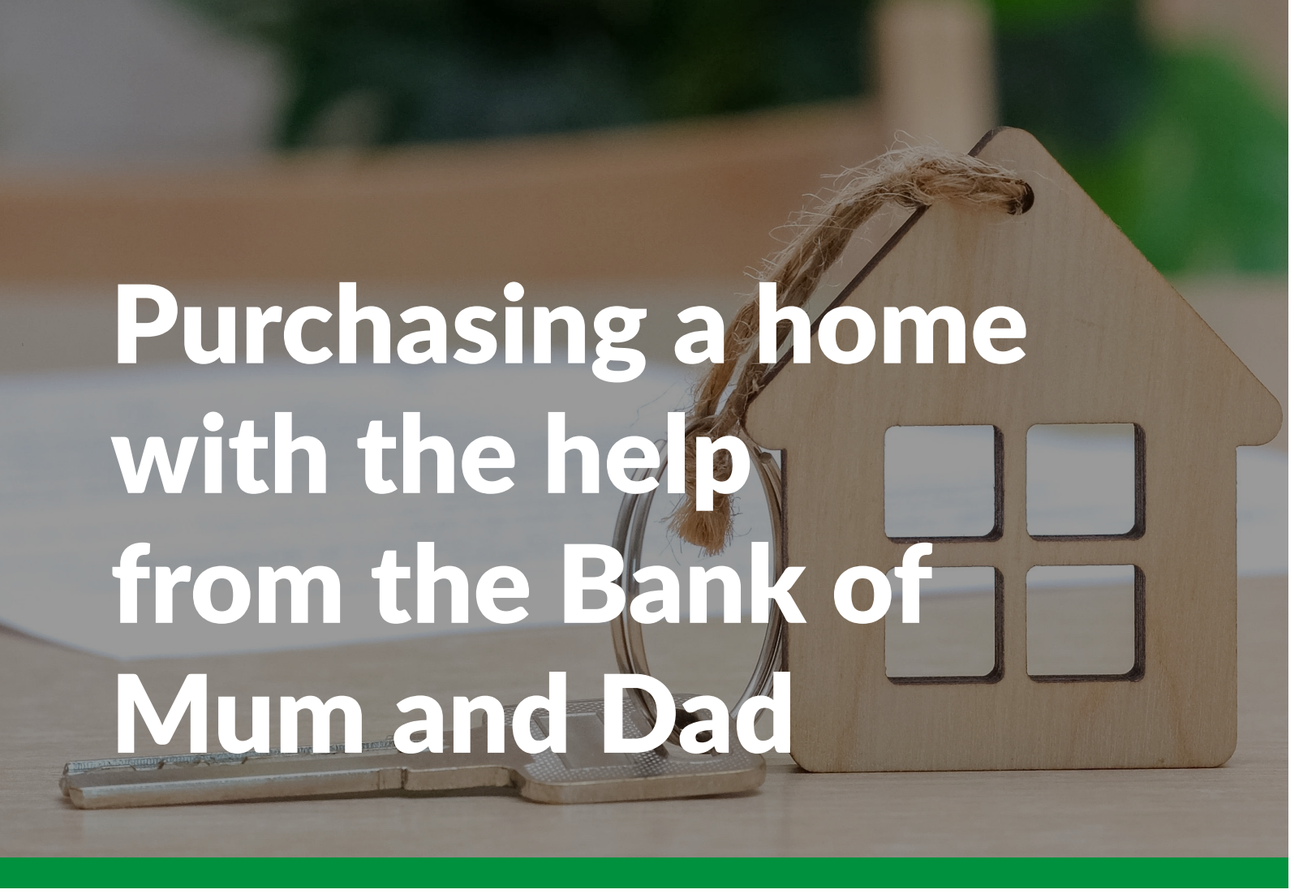
Speak to one of our
Employment Team
Call **0161 941 4000**
Email **lawyers@myerson.co.uk**



Purchasing a home with the help from the Bank of Mum and Dad

What is the Bank of Mum and Dad?

Due to the significant costs involved in buying a house, many buyers increasingly find it difficult to save and may therefore turn to their parents for financial assistance.

The *"Bank of Mum and Dad"* is a term that is often used to refer to the financial support that parents provide to their children, usually in the form of a private loan secured against the newly purchase home.

What should I consider before making a loan to my children?

Initially, the purchaser should consider their financial position and work out how much they can afford to contribute towards the deposit (generally at least 10% of the purchase price), as well as any ancillary costs, such as stamp duty, solicitor's and surveyor's fees, moving and refurbishment costs.

Generally, the amount loaned by the parents covers some or all of the purchase price, therefore eliminating the borrower's need to secure a mortgage. The loan may also include an amount to cover some or all of the stamp duty payable on the purchase of the property, professional fees and possibly refurbishment costs.

What would a Bank of Mum and Dad loan agreement deal with?

As well as the amount of the loan, you should consider the terms of the loan which will be documented in a loan agreement, in particular:

- What is the length of the loan? Will it be for a set number of years, or tied to an event such as the sale of the property, the death of the lender etc.?
- What are the repayment terms of the loan? Will it be repaid monthly or quarterly, in a similar manner to a traditional mortgage, or will it be repaid via a single payment at the end of the term?
- Will the loan be subject to interest? If so, what rate of interest will apply and when will the interest be payable?
- Will the loan be secured against the property to be purchased?

Should I seek professional advice?

Once the terms of the loan are agreed, both the borrower and the lender should seek independent legal advice to ensure everything is appropriately documented in a formal loan agreement.

In addition to legal advice, it is also recommended that the parties seek advice from a tax adviser. A tax adviser can advise on whether a *Bank of Mum and Dad* loan is appropriate to the circumstances of the parties, as well as the potential tax implications of the loan. They may also provide advice on alternative options to a *Bank of Mum and Dad* loan in the context of wider estate planning.

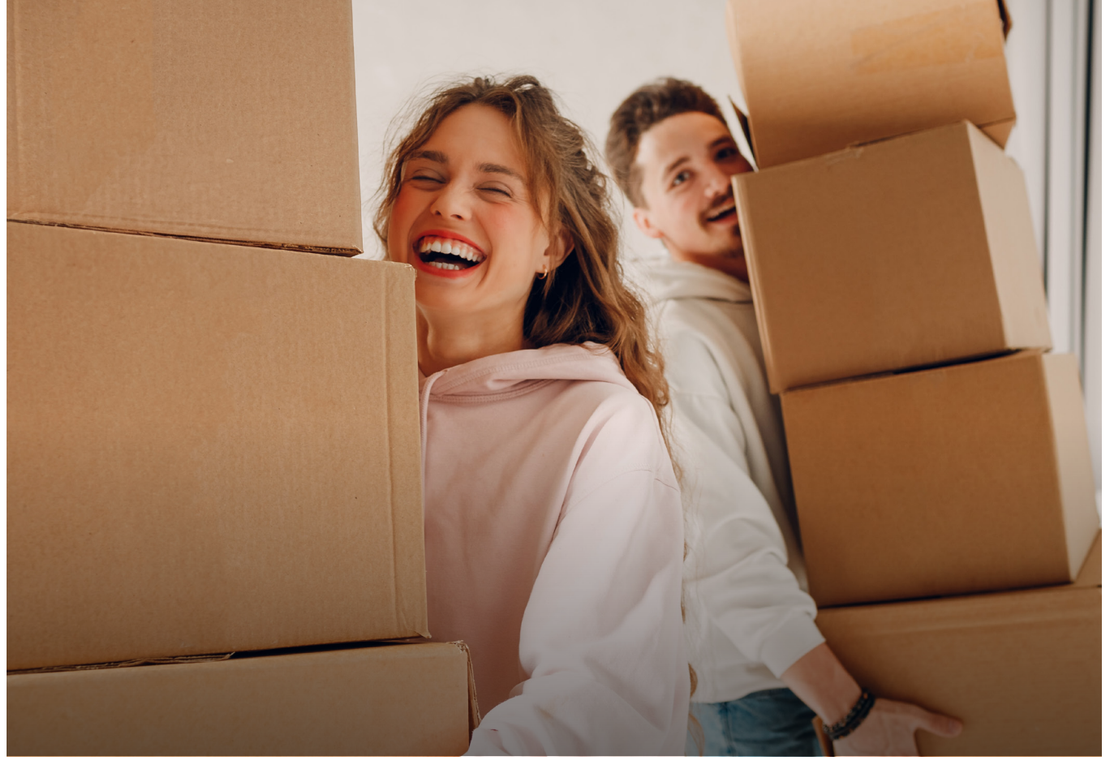
Can I make a loan to other family members or a friend?

Although referred to as a loan from the *"Bank of Mum and Dad"*, this does not necessarily mean that loans can only be made to children. It may be permissible to make a loan to parents, siblings, other relatives or friends. However, before you do so, it is essential to seek appropriate legal and tax advice. Practically, it may also be beneficial to consider the impact this may have on your relationship with the borrower, be they a relative or a friend.

Could a Bank of Mum and Dad loan be a regulated financial activity?

Loans secured against residential property may be subject to the Financial Services and Markets Act 2000, if they meet certain criteria. Carrying on a regulated activity without authorisation from the Financial Conduct Authority (or without a valid exemption) may be a criminal offence.

As such, legal advice should always be sought at the outset before making a loan secured against residential property. It is possible that a one-off mortgage securing a loan to children (or to other family members, or a friend) may not be a regulated financial activity. However, the circumstances of each loan arrangement will need to be assessed on a case-by-case basis, having regard to the terms of the loan, the relationship of the parties and the circumstances of the lender. Our Banking Team are able to provide advice on this issue.

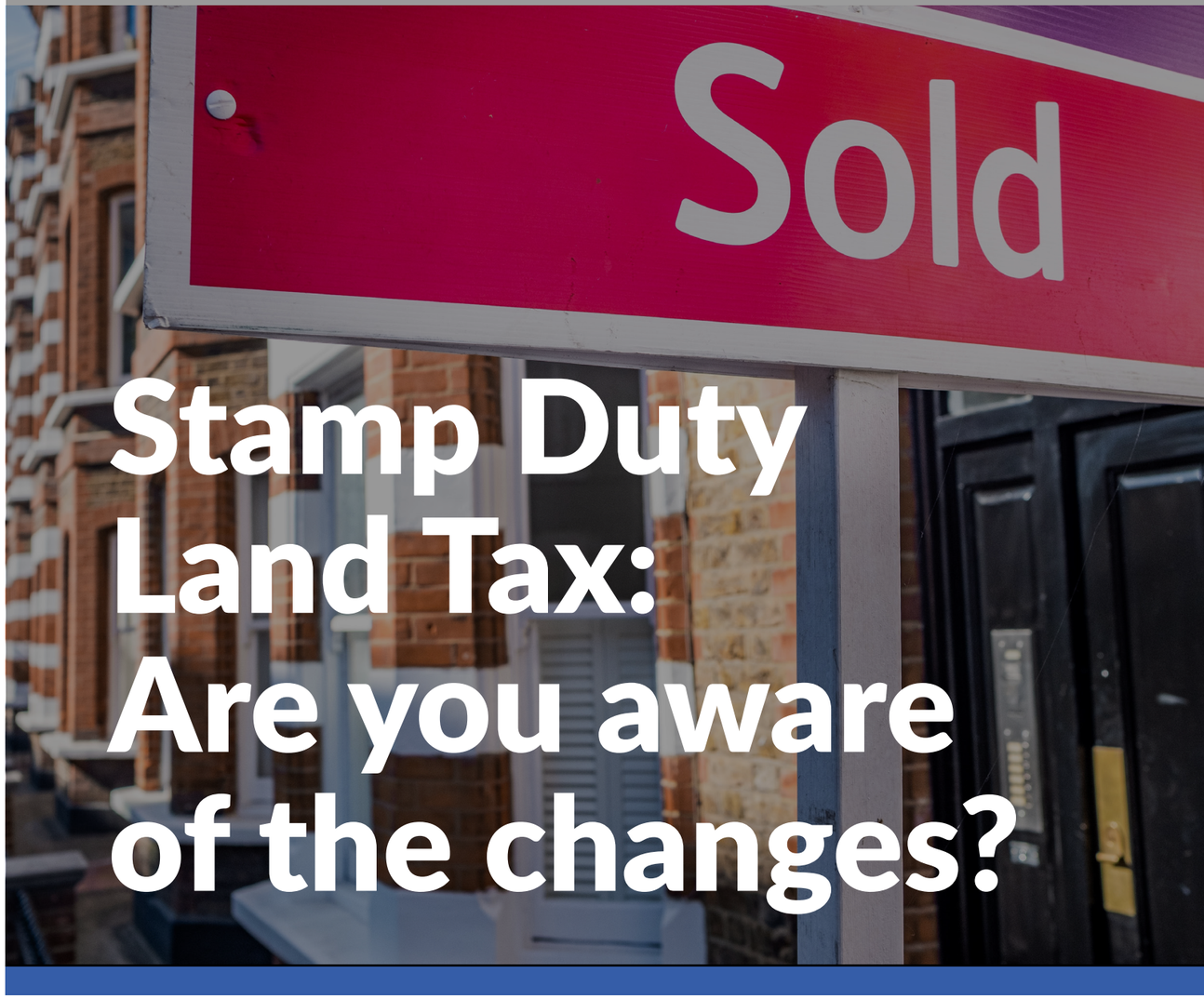


What can Myerson do to help me?

Our Banking team can assist you with all Bank of Mum and Dad loan arrangements. This includes:

- Drafting a Bank of Mum and Dad loan agreement;
- Checking the title of the property to be purchased by the borrower;
- Drafting a charge over the borrower's newly purchased property;
- Negotiating the documentation on your behalf;
- Facilitating completion and registering the charge at the Land Registry; and
- Provide an assessment of whether or not the proposed arrangement is a regulated financial activity.

If you require help with any aspect of a *Bank of Mum and Dad* loan, our Banking team would be happy to provide more information and discuss how we can assist you.



Stamp Duty Land Tax: Are you aware of the changes?

Following the Autumn Budget on 30th October 2024, both solicitors, and residential property purchasers, have been acclimatising to the new stamp duty land tax rules.

What is stamp duty land tax?

Stamp Duty Land Tax (SDLT) is a tax payable by a purchaser on land transactions in England. It is a personal tax and therefore, the calculation depends on your individual circumstances. Within fourteen days of completion, your solicitor will file your return with HM Revenue and Customs and settle any duty payable.

Since September 2022, home buyers in England have benefitted from a 'stamp duty holiday'. This was introduced to boost the residential housing market during the pandemic. The successful initiative brought a temporary increase to the thresholds at which home buyers would owe stamp duty on the value of their property. However, this will come to an end on 31st March 2025.

What changes were announced?

First time buyers

The First-Time Buyer relief band will change from 1st April 2025.

At present, outside of London, there is no SDLT to pay on a purchase price up to £425,000 and 5% on the portion from £425,001 to £625,000. There is no relief available beyond £625,000.

However, from 1st April 2025, the thresholds will change. There will be no SDLT to pay if the purchase price is up to £300,000 and 5% on the portion from £300,001 to £500,000 (outside of London). There will be no relief available for purchase prices of £500,000 or more.

Second homeowners/ Investors

Whether you are expanding your property portfolio or buying a holiday home, you will now face an SDLT surcharge of 5%, rather than the original 3%. This surcharge applies to all 'higher rate' transactions. This means any property which, when purchased, results in the buyer owning more than one residential dwelling.

The purpose of this surcharge? According to the Chancellor, Rachel Reeves, this is 'to support over 130,000 additional transactions from people buying their first home, or moving home, over the next five years.'

Good news? If you have exchanged contracts before 31st October 2024, and the completion date falls before 1st April 2025, then the original 3% rate will still apply to your transaction.

In addition, corporate bodies, for example companies and collective investment schemes purchasing residential properties for more than £500,000, must pay SDLT charged at 17% (rather than 15%) on residential properties from 31st October 2024 unless they qualify for any form of relief.

What are the likely impacts of these changes?

In the long term? The Labour government have shared an optimistic vision for the residential property market. They are taking action to boost the industry, for example confirming £56 million of investment to unlock over 2,000 new homes at Liverpool Central Docks as well as a £25 million investment to deliver 3,000 energy efficient properties across the country. The government hope that the SDLT changes will indirectly impact first time buyers and those purchasing their primary residence by making it more expensive for landlords to buy additional properties.

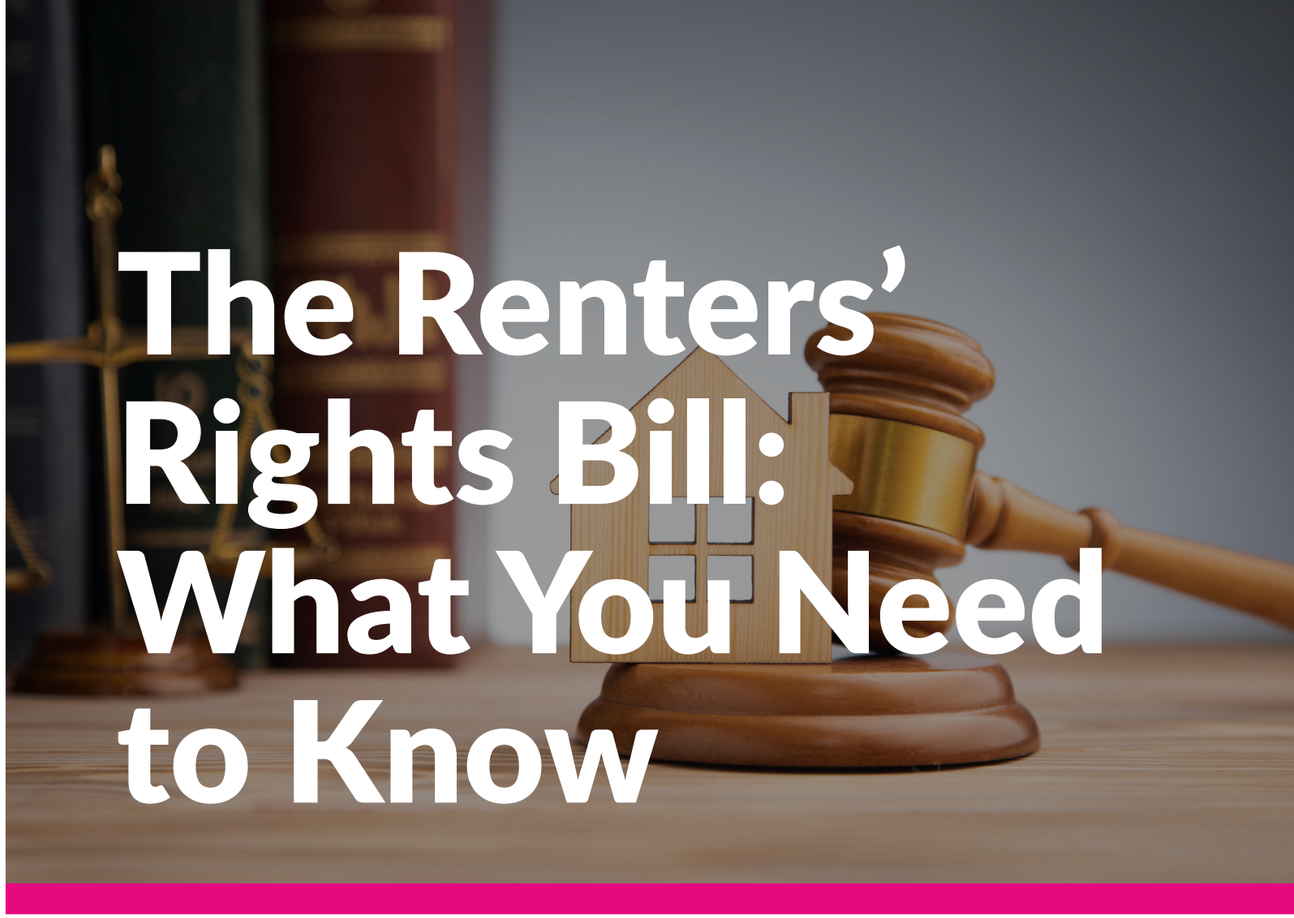
In the short term? We expect to see a flurry of activity in the typically quieter winter months. We anticipate that buyers will want to accelerate their transactions to benefit from the current thresholds. At Myerson, we are experienced in dealing with fast paced residential transactions without compromising on the quality of our service.

How can we help you?

Whether you are a first-time buyer or an experienced landlord, we can help you to complete your residential property transaction in a timely manner. We work in a small close-knit team of qualified solicitors and will adopt a proactive approach to your matter. As long as we receive prompt instructions, we will endeavour to complete prior to 31st March 2025.

At Myerson, we keep our eye on the latest government legislation and will confidently navigate the evolving legal landscape for you.

By Laura Higgins, Solicitor.



The Renters' Rights Bill: What You Need to Know

The rental market has recently been subject to increasing scrutiny as landlords, tenants, and legislators tackle the need for fairer housing policies.

One of the most significant developments is the introduction of the 'Renters Rights Bill', which is set to be the biggest transformation to the private rented sector for over 30 years, delivering new and stronger protections for tenants but inadvertently making it substantially more challenging for landlords to regain possession of their property due the abolishment of 'no fault evictions'.

The Renter's Rights Bill draws on the Renters Reform Bill, introduced by the Conservative Government in 2023. However, the Labour government has committed to implement this change. The Bill received its first reading in the House of Commons on 11th September 2024 and successfully passed its second reading on 9th October 2024.

Deputy Prime Minister, Angela Rayner said: *"Renters have been let down for too long and too many are stuck in disgraceful conditions, powerless to act because of the threat of a retaliatory eviction hanging over them.*

Most landlords act in a responsible way but a small number of unscrupulous ones are tarnishing the reputation of the whole sector by making the most of the housing crisis and forcing tenants into bidding wars.

There can be no more dither and delay. We must overhaul renting and rebalance the relationship between tenant and landlord. This Bill will do just that, and tenants can be reassured this Government will protect them."

What's included in the Renters' Rights Bill?

The Renter's Rights Bill plans to:

- **Abolish fixed-term assured tenancies and assured shorthold tenancies,** and going forward, all tenancies will be periodic;
- **Abolish the 'no fault' evictions** under section 21 of the Housing Act, and going forward, landlords would need to provide a valid reason for their eviction, such as rent arrears or breach of the tenancy agreement;
- **Revise the other grounds for possession** to strengthen tenant security; for example, tenants will have a 12-month protected period at the start of their tenancy whereby they cannot be evicted if the landlord wishes to move in or sell the property;
- **Extend the notice period requirements** for many of the mandatory grounds for possession;
- **Introduce new protections for tenants who are in arrears of rent** by increasing the mandatory threshold for serving notice on a tenant;
- **Introduce new grounds for possession,** including whether the landlord, their spouse or family member requires the property as their primary home;
- Tenants will be able to **end the tenancy by giving two months' notice;**
- **Prohibit unreasonable denial of tenant requests to have pets** at the property. However, landlords can require pet insurance to cover the cost of any damage to the property that is caused by the pet;
- **Establish a "Decent Homes Standard",** meaning that landlords can be prosecuted or receive a civil penalty for failing to address serious hazards; and
- **Introduce a new ombudsman and new database** to provide a cost-effective way of resolving disputes which aims to aid landlords in understanding and fulfilling their obligations and provide information to tenants.

Next stages in the legislative process

1. **Committee stage:** A detailed examination of the Bill and potential amendments
2. **Report stage:** The House reviews and considers any adjustments or changes made during the committee stage.
3. **Third stage:** The final opportunity for debate, followed by a vote by a vote in the House of Commons
4. **House of Lords Consideration**

Whilst many of these reforms have been anticipated, some are entirely new, and there is uncertainty as to how they will work in practice. It is important to note that the Renters Rights Bill may still undergo various amendments throughout the legislative process, leaving no certainty as to which proposals will become law. However, one point seems increasingly clear, Section 21 and 'no fault' evictions are likely on their way out.

Current legislation and options for landlords

Under the current legislation, landlords can regain possession of their property under Section 8 and Section 21 of the Housing Act 1988.

- **Section 21:** This allows a landlord to terminate an assured shorthold tenancy for any reason by serving valid notice to the tenant requiring them to vacate within two months. If they fail to do so, landlords may apply to the County Court for an order for possession under either the accelerated or standard procedure. However, section 21 notices can be rendered invalid if:
  - The landlord has not protected a deposit under an authorised scheme or;
  - The tenancy began or after 1st October 2015, and the landlord fails to provide a gas certificate, energy performance certificate, or How to Rent guide to the tenant.
- **Section 8:** Alternatively, a landlord can terminate an assured shorthold tenancy by serving a notice under section 8. However, they must demonstrate to the court that one or more of the statutory grounds apply. Some of these grounds are mandatory, and if that ground is met then possession must be ordered. Other grounds are discretionary, and the court must decide if the landlord has provided enough evidence to prove these grounds.

Considerations for landlords

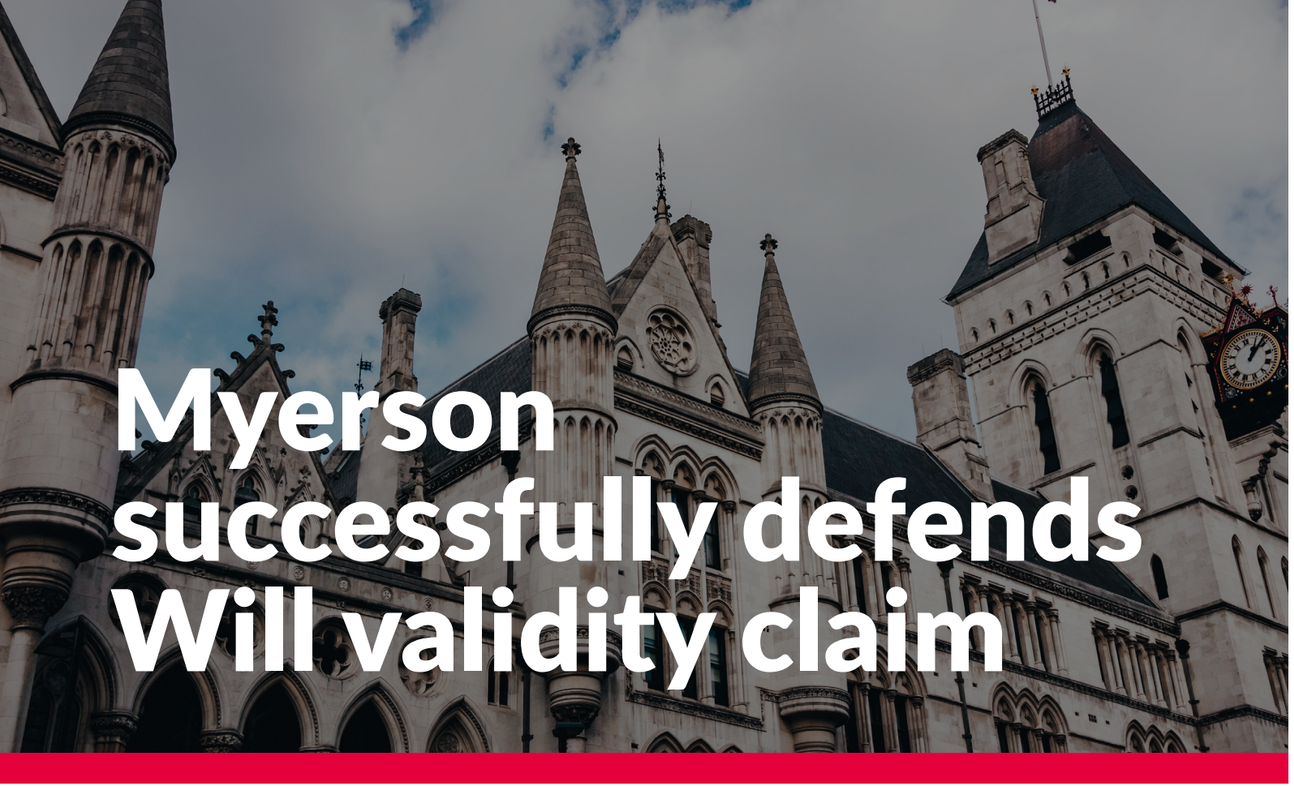
Going forward, Landlords must carefully evaluate the potential implications of these reforms. The abolition of Section 21 will significantly limit a landlord's ability to evict tenants without reason, and landlords will be required to rely on one of the grounds under Section 8. This shift will inevitably reduce landlords' control over their properties.

When Will the Renters' Rights Bill Become Law?

The Renters Rights Bill is expected to come into effect in spring 2025. Therefore, landlords contemplating taking back possession of their property may want to act now. If, as a landlord you are thinking of serving notice on your tenant to reclaim possession of your property, then you should seek advice on the best way to proceed. Whilst section 21 notices may appear straightforward, errors can delay you reclaiming possession of your property. With the forthcoming legislative changes, such delays could leave you with fewer options.

Learn more about the effects of the Renters' Rights Bill in this video:

WATCH HERE >
(This will take you to YouTube)



Myerson successfully defends Will validity claim

Myerson has successfully defended a client in the high-profile contentious probate case Neate v Heselden, which attracted widespread media attention, appearing in The Telegraph, Mail Online, The Times, The Mirror and more, due to its unusual circumstances involving a valuable stamp collection and a longstanding friendship between the Deceased and his former cleaner, Susan Pope.

His Honour Judge Gerald, sitting at the County Court at Central London, delivered judgment on the 24th October 2024, confirming the validity of the will of the late Raymond Watts, dated 2nd May 2019, as modified by a codicil on 12th November 2020. This ruling upholds the Deceased's wish to leave legacies to his biological children and name his good friend Susan Pope as the primary beneficiary of his estate. In doing so, he dismissed the claims of the Deceased's stepdaughter, Beverley Neate, who had contested the validity of the will and codicil.

Mrs Pope started working for the Deceased in 2011, after he had posted an advertisement for a cleaner. However, over the years, Mrs Pope became a close friend of the Deceased and shared in his hobby of philately, often taking the Deceased to stamp fairs across the country. The Deceased became ill in the latter years of his life and Mrs Pope acted as a carer for him, taking him to all his medical appointments, visiting him in hospital and generally supporting him with daily living.

As HHJ Gerald commented during the trial, Mrs Pope was the *"single biggest constant"* in the Deceased's life, and as a thank you for her unwavering friendship and support, the Deceased wanted to gift Mrs Pope his stamp collection and leave the majority of his estate to her on his death.

In contrast, towards the end of the Deceased's life, Mrs Neate started acting in ways described by the Deceased as *"disrespectful and distressing."* Her actions included entering his property and changing the locks whilst he was ill in hospital.

As a result of the upset caused by Mrs Neate's behaviour, the Deceased decided that he no longer wished to make any meaningful provision for her in his will. To reflect this, he made the 2020 codicil to modify his 2019 will and reduce Mrs Neate's legacy from £15,000 to £1.

Mrs Neate sought to establish that the 2019 will and 2020 codicil were invalid. She brought her claim on the grounds that the Deceased did not know and approve the content of the will or codicil and argued that his estate should be administered in accordance with his previous will dated 8th June 2007.

The first and second Defendants are the executors and trustees of the 2019 will and remained neutral in the proceedings. Mrs Neate's claim was dismissed, and she was ordered to pay the costs of the first, second and third Defendants on an indemnity basis.

Mrs Pope, the third Defendant was represented by Senior Associate Eleanor Clarke with support from the wider Contentious Trusts and Probate team including Jade Smith and Olivia Shorrock. Mrs Pope was represented at court by barrister Elis Gomer of 5 Stone Buildings.

Reflecting on the judgment, Eleanor Clarke said:

"This is a fantastic result for Sue after such a long, bitter and stressful battle. She is happy that Ray's wishes for her and his children are finally being carried out. Sue was pleased with the kind comments from the Judge and wanted to thank everyone who has helped and supported her through the last difficult 4 years."

While this matter was ultimately resolved through trial, it is important to note that **most contentious probate cases are settled outside of court,** through mediation and direct negotiations.

In 2023, only 122 contested probate cases went to trial, up from 116 cases in 2022, according to the Ministry of Justice Family Court Statistics. Yet, **it is estimated that as many as 10,000 people in England and Wales are disputing Wills every year.**

Our Contentious Probate solicitors, one of the largest teams in the UK, can assist you with a range of matters, including contesting a will, defending a contested will, promises and gifts made before death, Inheritance Act claims, Court of Protection issues, trust disputes, mistakes in wills, farming estate disputes, and executor or trustee disputes.

Myerson's Probate Litigation, one of the largest in England and Wales, can assist you with a range of matters, including contesting and defending a contested will, Inheritance Act claims, promises and gifts made before death, trust disputes, mistakes in wills, farming estate disputes and executor/trustee disputes.

The team, led by Helen Thompson, handles contentious probate cases nationwide and is recognised for its expertise in both Legal 500 (in which it is consistently ranked at tier one) and Chambers and Partners.

Eleanor Clarke
Senior Associate
eleanor.clarke@myerson.co.uk

Speak to one of our
Contentious Probate Team
Call **0161 941 4000**
Email **lawyers@myerson.co.uk**

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A TASTE OF ALTRINCHAM
A CELEBRATION OF FOOD & DRINK
EST 2025

FROM
Friday, 28th February

ENDS
Sunday, 9th March

Headline Sponsor myerson

Get ready to embark on a culinary adventure as we unveil **A Taste of Altrincham**, a vibrant new event set to transform the town into a must-visit destination for food enthusiasts!

Hosted by Altrincham BID, the team behind Visit Altrincham, this exciting food & drink festival will take place from Friday, 28th February to Sunday, 9th March 2025.

As headline sponsor, we at Myerson, are thrilled to support this showcase of Altrincham's sensational food scene. To learn more about A Taste of Altrincham and the vision for this community event, we sat down with Mandy White, Director of Altrincham BID.

What inspired the idea for the first Taste of Altrincham Food Festival?

Altrincham's vibrant food and drink scene was the inspiration for this festival. With such a rich variety of international cuisines and culinary talent on display, it felt only natural to celebrate the town's diversity and excellence in food. With Altrincham Market and Market House at its heart, the town offers everything from authentic Italian trattorias to Asian fusion delights; Altrincham is a haven for food lovers, and this festival is a chance to spotlight its remarkable gastronomic offerings.

What makes Altrincham the ideal location for a food festival?

Altrincham is a foodie's paradise. Its award-winning food scene and strong community spirit create the perfect recipe for a successful festival. The town is a hub for culinary innovation, featuring a wide variety of cuisines served in cosy cafes, from bustling market stalls, and more formal restaurants. Its friendly vibe and passion for all things food make it the ultimate destination for celebrating great taste and creativity.

What can visitors expect to see, eat, and experience at the festival?

Prepare for a sensory adventure! Visitors can indulge in a mix of activities, from exclusive supper clubs to captivating cookery demonstrations and hands-on workshops that teach everything from sushi creation to sourdough making. The festival will also feature discount vouchers, encouraging attendees to explore and savour Altrincham's dynamic food and drink scene even further. Whether you're a dedicated foodie or just curious, there's something for everyone to enjoy. Keep an eye out for more updates as we approach the big event in late February!

Will there be any celebrity chefs or special guest appearances?

We're thrilled to collaborate with Altrincham's own talented chefs, many of whom are award-winning culinary stars. Beyond these local legends - watch this space for announcements about other special moments!

How do you hope the festival will benefit the Altrincham community and its food scene? Do you see this becoming an annual event?

Our goal is to shine a light on Altrincham's incredible hospitality sector, especially during January and February - a time when the industry tends to slow down. By hosting the festival after the "dry January" lull and as February paydays arrive, we aim to bring a buzz back to the town and support local businesses. With the enthusiasm of the community and visitors alike, we're confident this festival has the potential to become a much-loved annual tradition.

What's the best way for people to find information about the festival and its events?

Everything you need to know is on our dedicated festival page at VisitAltrincham.com. Be sure to follow Visit Altrincham on social media for the latest updates, sneak peeks, and announcements. You won't want to miss a thing!

About You...

What's your favourite type of food, and will it be featured at the festival?

Italian cuisine has my heart! I'm thrilled that Altrincham boasts an incredible selection of Italian restaurants, including Coco's, Damo, La Filia, Bar Etna, Rigatoni's, Domus Italia, and Tre Ciccio. Whether it's wood-fired pizza or handmade pasta, Italian food embodies comfort and joy, and I can't wait for festival-goers to experience it.

If you could have dinner with any chef or food icon, who would it be and why?

Mary Berry, without a doubt! Her recipes remind me of home, filled with traditional flavours and heartfelt cooking. She has such warmth and elegance, and her expertise is truly inspiring. Plus, imagine the baking tips I could learn over dinner!

After all the hard work that goes into organising the festival, how do you like to relax and recharge?

Dancing is my escape! I compete in Latin and Ballroom, and I'm proud to say I'm an All-England Champion for the over-50s category. When I'm not on the dance floor, I adore spending time with my dog Dora, a gorgeous Briard who has even represented her breed at Crufts. She's my constant companion and brings so much joy to my life.

For more information about Taste of Altrincham, visit:

A Taste of Altrincham | Visit Altrincham

AltrinchamBID
Funded by the businesses in Altrincham

Photo credits: Rigatoni's, Rudy's Pizza, SO Marrakech, Blanchflower, Porta Tapas Bar

A TASTE OF ALTRINCHAM

Friday 28th February - Sunday 9th March 2025

A Celebration of Food and Drink

A 10-day festival highlighting Altrincham's unique food and drink landscape

Headline Sponsor myerson

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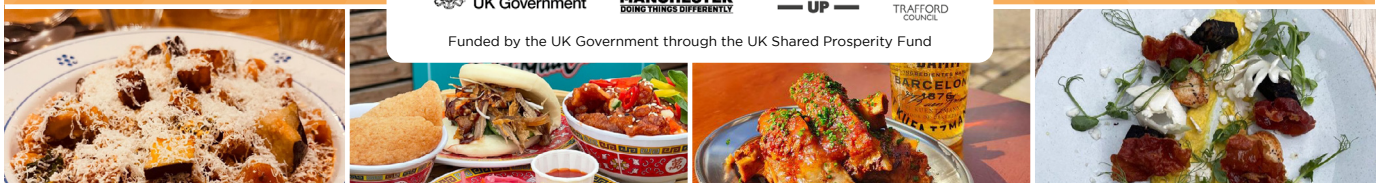

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Myerson Solicitors
Grosvenor House, 20 Barrington Road,
Altrincham, Cheshire, WA14 1HB
Tel: 0161 941 4000 | lawyers@myerson.co.uk
www.myerson.co.uk

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