



# Arnold • Thomson

## the field leader

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Offered to first time buyers

# Engage With Us

As many of you know, I often describe myself as a part time, weekend “farm boy” – when not sacked or suspended from that role by my boss of 40+ years (= my wife). I was reflecting the other Sunday when lying prone across a ewe – that I had tackled in a fair imitation of athletic prowess not seen on an actual rugby field since I played for London Scottish in the 1970s – whether the boss had actually carried out a health and safety assessment for my benefit before requesting me to catch the unfortunate animal from whom she was at the time extracting one of the largest lambs we have ever seen. However, I reminded myself that sometimes silence and contemplation are better options than demanding one's full legal rights.

As I penned this introduction for the newsletter, it was early April and I was watching driving rain for the umpteenth successive day. It was a long, cold and wet winter which was not helpful to the farming community and not good either for everyone else in England and Wales – the geographical limits of our practice. After a time, cold and wet seeps into the very soul of the country and depresses everybody, so I hope you are reading this on a warmer, sunny, dry day that is lifting your spirits, at least a little.

Our spirits here are so often lifted by our clients who give us encouragement and inspiration to continue when they are buffeted by both family and legal storms – and sometimes both at once.

At Arnold Thomson we have seen some recent changes. My colleague Michael Fursey has retired

from full time practice but remains available to us as a consultant. Nadiya Virani-Bland who joined us last year, is now a director of the firm and head of our private client team and that team has recently been joined by solicitor Sally Stockport.

We now have a dozen lawyers available to assist you. As always, I would encourage you to engage with us early to prevent problems rather than to wait until they arise and then need to be resolved – which can prove both more difficult and more expensive.

A final reminder: our website is designed to help you – go to **[www.arnoldthomson.com](http://www.arnoldthomson.com)** to see what's available, including, under Resources, previous issues of The Field Leader.

Feedback from you is always welcome.



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# Personal Data: Yours and Mine

The General Data Protection Regulation (GDPR) comes into force on 25 May 2018. An EU regulation which will remain binding even after Brexit, GDPR is aimed at the unification and strengthening of data protection for every individual within the European Union.

It was spring 2004 when I bought my first Oyster card for train and bus journeys in London. Transport for London (TfL) had introduced an electronic ticket with which the fare for bus and train journeys could simply be deducted by tapping the card on an electronic reader at the start and end of your journey. I remember sitting on the Northern Line underground train from Old Street to London Bridge; my daily commute at the time. I glanced, as I always did, surreptitiously around the carriage I was on, trying to decide which of my fellow commuters, like me, was off to work or on their way back from a gruelling night shift. Sometimes I was even sure I could tell who was off to a job interview. It was a little

game of mine. Kept the journey interesting, because by design or an unspoken rule, no one spoke to anyone on the train in London or met your eye for that matter. The briefest of nods in acknowledgment was your best bet at best! So I kept myself entertained on those journeys in a harmless way.

I had come to realise that London was full of very private people; a rude shock to my system having just relocated from the States where all it took sometimes to form lifelong acquaintances was a 5 minute queue at Starbucks or Winn-Dixie! And yet there we all were, on the train, with the advent of the amazing Oyster card,



you can be rest assured that your personal data as a client and/or a professional contact, remain safe with us

yet another cloak of invisibility with which we all jealously guarded our identities stripped away. With the TFL's new invention, it was now clear to see where one journeyed to, when, how and the frequency of it all. It suddenly put a new meaning to 'Big Brother is watching.' It was merely a sign of things to come in terms of privacy and the scant, if any control, there was to exercise over one's personal data. To guard your identity effectively is to have no contact with the outside world, it would seem, or anything electronic. An impossible accomplishment in this day and age.

My local supermarket claims to know my favourite items. It's all statistical and geared towards customer relationship management, I'm told. Facebook, Twitter, Linked In (and those are the ones I understand, just about) and their incessant prompts to check in, check out and rate my location. I have often thought the feeling similar to how I imagine it would be were one to be under covert surveillance. Otherwise private information constantly captured for marketing, statistical and whatever other purpose. Political being one of such 'other' purposes, if the recent uproar in the media regarding Facebook and Cambridge Analytica is anything to go by. This, most worryingly, is what life in the 21st century sounds like:

**Me:** "I'd like a loaf of bread, please"

**Store:** "Sure! Your date of birth, house no., NI and marital status please, madam?"



Slight exaggeration but not entirely inaccurate. So for me as an individual, the opportunity to take back some control of my personal data under the principles of the GDPR is certainly most welcome. After all, everything else aside, the most prominent of its tenets is the data subject's ability to exercise considerable rights on how their personal information is collected and subsequently utilised.

As a Firm, it is essential for us to collect some personal data from all our clients, as is relevant to their individual matters, in order for us to be able to provide accurate advice and to skilfully navigate them through the legal bends we all encounter at some point or the other. We do not however share this information with any third party, unless this proves necessary and strictly in relation to the performance of our duties and looking after our clients' best interests. In addition to our regulatory and statutory obligations under the current Data Protection Act and the incoming GDPR rules, our internal policies on privacy and confidentiality mean that you can be rest assured that your personal data as a client and/or a professional contact, remain safe with us.



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# The Electronic Communications Code

The Electronic Communications Code came into force on 28th December 2017, as part of the Digital Economy Act 2017.

The Code was brought into effect to facilitate the requirements imposed on the telecommunications operators to progress their networks and by so doing, to provide the level of service becoming necessary for modern technology, allowing us all to keep in touch online and by way of mobile telephones.

To date, the implementation of the new Code has brought uncertainty in the relationship between landowners and telecommunications operators. This is because the Code provides statutory rights to the telecommunications operators, which cannot be opted out of or varied.

In situations where a landowner had agreed proposed terms for a lease to a telecommunications operator, prior to the implementation of the new Code, but where the lease had not yet been completed, this has led to the landowner being faced with a fundamental change in the terms on which they had understood their land would be occupied. Any agreement under which the landowner would receive an additional payment, for the site being shared with another operator is no longer permitted. Also, the ability to improve and alter the equipment installed on the site is granted to the telecommunications operator, without any requirement for the landowner's consent to be obtained, providing the works cause no more than a minimal adverse impact on the appearance of the site.

The way in which the rent to be paid to the landowner is calculated has also been changed by the new Code. This is now referred to as a 'consideration' and it is, at present, not certain whether the new method of calculation will see the amount paid to landowners remain the same or decrease; it is however widely agreed that the amount to be paid will not increase.

Landowners need to be especially careful to seek legal advice on the agreements presented to them by the telecommunications operators. A lease is no longer strictly required, in order to grant the rights to the operator, but it is essential that a landowner entering into an agreement is aware of the impact it will have on their use and any potential development of their retained land.

It is also important for landowners to note that the new Code contains specific provisions relating to the termination of the agreement, amongst which a requirement to allow the telecommunications operator a period of at least 18 months' notice to vacate the site and remove its equipment.

As a final note, we would say that the uncertainty in relation to the changes brought about by the Code has led to additional assistance being required from us to ensure that our clients' interests remain sufficiently protected. Depending on the issues encountered on each particular case, the associated legal costs may become significant. We would therefore strongly recommend that the issue of who will be responsible for payment of costs is addressed at the outset and that a landowner's agent has this confirmed within the agreed Heads of Terms.

It remains uncertain what effect the new Code will have, as more agreements are considered, but we will be watching this space with interest.



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# Partial Refund on Power of Attorney Fees

The Ministry of Justice has announced that those who applied to register a Lasting Power of Attorney between 1st April 2013 and 31st March 2017 are entitled to a partial refund of the registration fee.

The amount to be refunded will depend upon the date that the application was made. For instance, the table below gives an indication of the refund amount you may be entitled to where the LPA application was submitted by the specified period:

Period of Application	Refund for each power of attorney
April 2013 to Sept 2013	£54
Oct 2013 to March 2014	£34
April 2014 to March 2015	£37
April 2015 to March 2016	£38
April 2016 to March 2017	£45

The refund must be applied for either online at

**<https://www.gov.uk/power-of-attorney-refund>**

or by telephone on **0300 456 0300**.

All refunds must be claimed by 31 January 2021.

You will require the names, addresses and dates of birth of those named in the Power of Attorney, and if possible the OPG reference number provided when the document was registered.

Further details are available from the Office of the Public Guardian.

**Please contact myself or a member of our Private Client team if we can be of assistance.**



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# Acting as an Attorney

## Who is an attorney?

An attorney is an individual who is appointed to act under a Power of Attorney on behalf of the person who is granting the power (donor). There are a number of different Powers of Attorney but we will give specific consideration to Lasting Powers of Attorney (LPA) here.

## What is my role as an Attorney?

There are two roles in which you can be appointed. As an attorney for Property and Finance, and/or an attorney for Health & Welfare. These roles differ, in that under a Property and Finance LPA, you can act for the donor as soon as the LPA has been registered with the Office of the Public Guardian (OPG) if the donor wishes for you to act while they still have capacity. Under a Health and Welfare Power, you can only act once the donor has lost capacity to act for themselves.

As an attorney you must follow the principles of the Mental Capacity Act and ensure that all decisions you make are in the best interest of the donor. Attorneys are responsible for keeping clear records of decisions that they make on behalf of the donor. Unless they are acting in a professional capacity, they cannot receive any benefit or payment for their role, however, they can recover out of pocket expenses such as petrol costs. Attorneys can be supervised and 'special visitors' can visit a donor to check how an attorney is dealing with their assets. Attorneys can also be ordered to repay donor's money if it

is felt that they have misused the money or made decisions to benefit themselves.

As an Attorney, you must ensure that you keep your funds and those of the donor separate and that accurate records are kept of all financial transactions made on behalf of the donor.

In the context of running a business or partnership, an attorney must be well aware of the needs of the business and the possible implications of the decisions they make. For example, a decision to move a farmer from their home may ultimately impact on the availability of Agricultural Property Relief on that asset on the farmer's death.

If you are appointed as a health and welfare attorney you make, or help the donor to make, decisions about where the donor lives, the medical care they receive, their daily routine and matters that could improve the donor's quality of life. These could include, for example, buying new clothes or decorating their home. The donor will also have decided whether they wish for you to have the authority to consent or refuse life sustaining treatment on their behalf. This may

not necessarily just relate to the turning off of a life support machine, but could be as simple as agreeing to antibiotics where there is an infection.

### What happens if there is no Power of Attorney in place?

The negative implications of not having an LPA in place are extensive. If someone loses mental capacity and there is no Power of Attorney in place, it is necessary to apply to the Court of Protection for a Deputyship Order. This process can be very lengthy and expensive at an often emotionally challenging time for the friends and family of the person who has lost capacity.

### Are there limits to what an Attorney can do?

When dealing with Property and Finances, an attorney has limited rights to make gifts on the donor's behalf. Any substantial gift must be authorised by the Court of Protection.

An attorney also cannot change a donor's will – an application must be made to the court for a statutory will.

Finally, it is important to remember that Lasting Powers of Attorney are only valid during a donor's lifetime and on the donor's death their Will comes into effect.

## Glossary

### Attorney –

A person appointed to act under a Power of Attorney by the donor.

### Court of Protection (COP) –

A court that makes decisions on financial or welfare matters for people who cannot make decisions for themselves.

### Donor –

The person who is making the Power of Attorney.

### Lasting Power of Attorney (LPA) –

A legal document enabling someone to appoint an attorney to make decisions (or help them to make decisions) on their behalf.

### Office of the Public Guardian (OPG) –

An agency which is responsible for protecting people who may not have mental capacity to make decisions for themselves. The OPG is also responsible for the supervision of Attorneys and Deputies.



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# Development Land Opportunities

The government has, in recent times, continued its policy to increase the housing supply and we, at Arnold Thomson, have certainly found an increase in approaches to our landowning clients with regards to potential development opportunities (for both residential and also commercial development).

This article sets out some key points for landowners to consider and be aware of following an approach from a developer.

## 1. Exclusivity Agreements

Often the developer will request that the landowner enters into an Exclusivity Agreement for a certain period whereby the landowner agrees not to enter into negotiations with any other developer. If such an Agreement is required by the developer, then it is key for the landowner to ascertain what terms the developer is offering for the Development Agreement prior to entering into the Exclusivity Agreement. The landowner should therefore, immediately refer the developer to their appointed agent to consider the proposals put forward by the developer.

## 2. Landowner's Professional Fees

It is usual practice for the developer to meet the reasonable professional fees of the landowner when agreeing the legal documents. This will include legal fees, agent's fees and also accountant's fees (although such fees will ultimately be recouped by the developer upon the disposal of the land).

## 3. Tax Advice

Due to the likely value which the land will achieve on the open market, with the benefit of a planning permission (we are often talking significant sums here), it is imperative that tax advice is obtained as soon as possible when agreeing the Heads of Terms and also the Development Agreement

itself. The landowner needs to be advised as to the most tax efficient way of structuring the Agreement and any reliefs or exemptions that may be available to them upon the ultimate disposal of the land. There will also be considerations as to VAT and Stamp Duty Land Tax.

## 4. Title to the Land

Whilst the majority of landowners have registered their title at HM Land Registry, it is still important to check that the title is all in order and up-to-date. If the land is unregistered then our advice is to apply for a voluntary first registration of the land as the developer will usually insist on the title being registered prior to entering into a Development Agreement.

## 5. Third Party Occupancy Agreements

Where the landowner has any third parties occupying the land, it would be necessary to ascertain if such occupancy is under any formal agreement. This is an important point for a developer to make sure that they are fully aware of the terms of occupancy by any third parties and that, ultimately, there are provisions within the Agreement to enable possession to be regained where appropriate. Or, that such Agreements clearly set out which legislative framework they come within so that the landowner and developer are aware as to potential compensation provisions for termination of any tenancy for example. The key here is to have any form of occupancy agreement to a third party formalised in writing.



## 6. Promotion Agreement or Option Agreement

This has been discussed in a previous article and, arguably, Promotion Agreements still seem to be more popular amongst developers than Option Agreements. Promotion Agreements will permit the developer to apply for and obtain planning permission for the land at its own risk and cost. If planning permission is obtained and the land is sold then the Promoter will receive its fee out of the sale proceeds. As with any legal agreement, there are many points to consider and the landowner should seek advice from their legal adviser and agent prior to entering into any such Agreement with a developer so that the Heads of Terms are as detailed as possible.

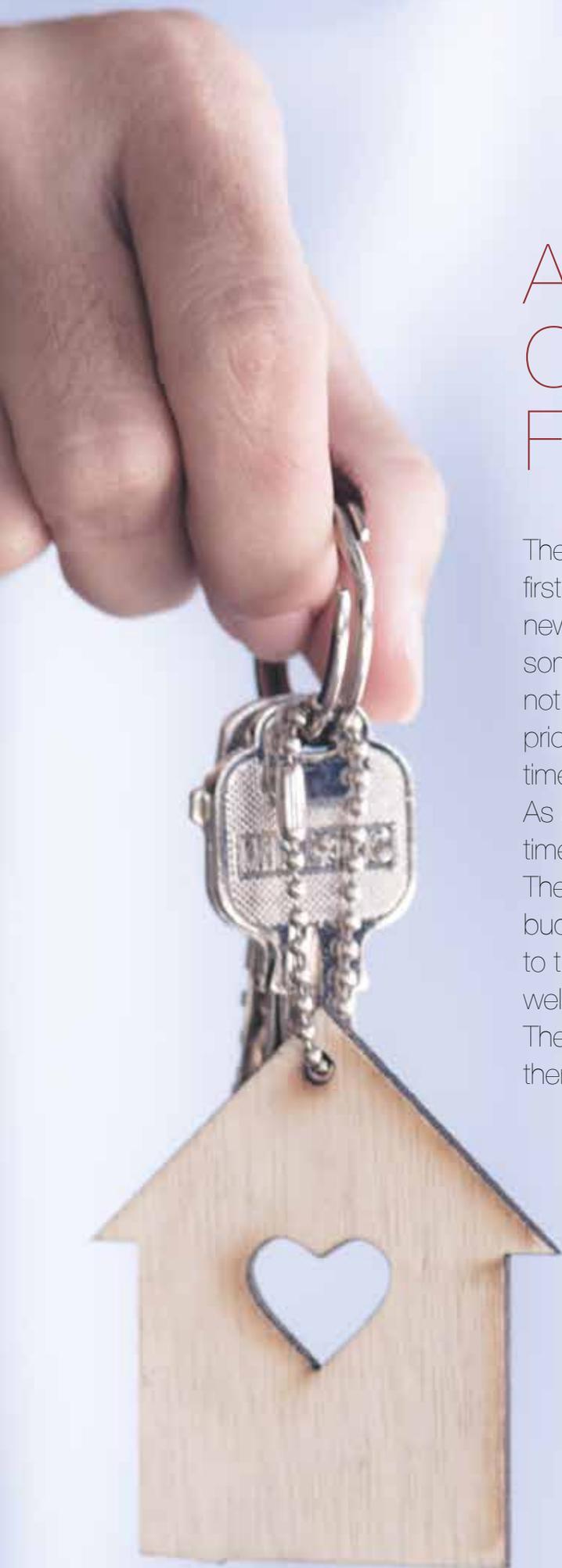
## 7. Looking to the Future

If it is the landowner's intention, upon sale of the property, to re-invest the proceeds of sale in land, for example, then it is important to make sure that, prior to disposal of the land, they are able to demonstrate that they qualify for the lower rate of Capital Gains Tax (CGT) or rollover relief. Again, it is important for the landowner to speak to their accountant about this before entering into any Development Agreement to make sure that they are in the best position possible to obtain such relief for CGT purposes.

We have an experienced team at Arnold Thomson who have dealt with many development projects on behalf of landowner clients and we work very closely with the landowner's professional team of land agents and accountants. If you wish to discuss any of the points here then do please contact me or my colleague Christine Simkins.



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# A Helping Hand Offered to First Time Buyers

There is something rather wonderful about buying one's first property. It is a milestone which tends to signify a new status; that you have finally gained independence, something that you can truly call your own. It certainly is not easy being able to afford a property with the house prices as they are and taking into account the length of time it will take to save up for an adequate deposit. As a consequence, it is now the norm for many first time buyers to be in their thirties and even beyond. The assisting hand offered by the government in its last budget to help those who are desirous of climbing on to the property ladder for the first time was therefore a welcome and some might argue, long overdue gesture. The Stamp Duty relief for first time buyers means that there is one less payment to worry about.

**In the current economic climate, these schemes offer a much needed helping hand to those who are aspiring to buy their first property**

Outlined below are the incentives available to First Time Buyers which I hope will be of interest:

### Stamp Duty Relief:

Since the last budget on 22 November 2017, first time buyers purchasing a residential property for £300,000 or less will pay not be liable for Stamp Duty Land Tax (SDLT). Where the property is priced between £300,000 and £500,000, the SDLT payable is at a substantially reduced rate of 5% on the amount of the purchase price in excess of £300,000. This equates a reduction of £5,000 compared to the rate they would have had to pay. A first time buyer is defined as an individual who has never owned an interest in a residential property in the United Kingdom or anywhere else in the world and intends to occupy the property as their main residence. First time buyers purchasing property for more than £500,000 will not be entitled to any relief and will be required to pay SDLT at the normal rate.

### Help to Buy ISA:

This Scheme enables aspiring property owners to save for a home by putting such savings into an account that is offered through the Help to Buy: ISA Scheme. Under this scheme, there is a Bonus which must be used as part of the purchase price for a property. The 'Bonus' payable is dependent on the amount of money the Buyer manages to save in their designated Help to Buy: ISA account, with the minimum Bonus payable being £400 and the maximum being £3,000. The Bonus will be claimed by Eligible Conveyancers acting on behalf of Help to Buy: ISA Holders in connection with the purchase of their properties, and must be applied towards the purchase price. Whilst the Bonus is applied to the actual purchase price, it cannot be applied towards the deposit, therefore the Conveyancer will request the Bonus prior to completion and normally once exchange of contracts has taken place.

To qualify for the bonus, the property you are buying must be in the UK, have a purchase price of up to £250,000 (or up to £450,000 in London), be the only home you will own, your main residence and be purchased with a mortgage.

### Help to Buy:

Help to Buy is an equity loan providing assistance to home buyers from the Homes and Communities Agency (HCA). Under this scheme, newly built properties are made available to buyers (not just first time buyers) who wish to buy a new home, but may be financially constrained in doing so – for example as a result of deposit requirements – but who could otherwise be expected to afford a mortgage. Up to a maximum of 20% in England and 40% in London, of the purchase price is available to the buyer through an equity loan funded by the Government through the HCA. The Help to Buy scheme is available in England from house builders registered to offer the scheme. It has been available since 2013. In November 2015, the Government announced an extension of the initiative up to 2021 (although it may close earlier if all of the funding is taken up before 2021). Further information on eligibility and the application process can be obtained from your Local Help to Buy Agent or visit [www.helptobuy.org.uk](http://www.helptobuy.org.uk).

In the current economic climate, these schemes offer a much needed helping hand to those who are aspiring to buy their first property or to add to their portfolio. I have acted for a number of first time buyers, some of who have confirmed that they would have been unable to afford their property without the Help to Buy assistance. Whether you're a first time buyer or already a property owner, we are here to help and we will be happy to assist with your legal needs.

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# The 101 on property auctions:

I act for many clients who buy properties at auctions. For some, this can be a nerve racking and/or exciting experience.

Aside from the standard *caveat emptor* and the obvious warning not to get 'carried away' and pay more than the property is worth or more than you can afford, there are a number of other factors which must be taken into consideration when buying a property at auction. It would be exceedingly prudent, for instance, to bear the following valuable set of points in mind if you are interested in a property or land which is due to be sold at auction: -

1. Inspect the property and, if necessary, have a survey carried out. Note any points of concern or importance to you with your solicitor or surveyor as appropriate.
2. Obtain the legal pack as soon as possible and supply the same to your solicitor to review on your behalf.
3. Give clear instructions to your solicitor as to your plans for the property/land you are purchasing so when they review the legal pack they can highlight any issues which may be relevant to your proposed use i.e. restrictive covenants, overage/clawback provisions, the existence of private or public rights of way or other rights. Remember, once your bid is accepted, you become legally bound to buy the property subject to all matters in the legal pack. There is no right to negotiate any of the terms. This is particularly important if overage/clawback terms are being imposed.
4. If the property is sold with the benefit of an existing planning permission, obtain professional planning advice as to the validity and any conditions of the planning permission.

5. Ensure you are fully aware of the current planning use of the land/property.
6. If the property is a commercial property and is being sold as a Transfer of a Going Concern, you will need to register an option to tax with HMRC prior to the auction. Failure to do so may expose you to the liability of paying VAT on the purchase price. If however your bid is not successful, you have up to 6 months to cancel the option to tax.
7. If the auction conditions require that you insure the property from exchange of contracts i.e. when your bid is successful on the day of auction, you need to ensure that you have insurance set up accordingly.
8. Where the property is being bought by aid of mortgage, you will need to make sure that you have had your mortgage offer in advance of the auction and confirmation from your solicitor, after reviewing the legal pack, that they will be able to give a clear Certificate of Title to the Lender to ensure the mortgage funds will be available on the completion date.
9. Do not presume that the completion date will be 28 days after the date of the auction. Whilst this is quite usual, the legal pack will include special conditions specific to the auction sale of that property and this can include an earlier or later completion date.
10. Check the auction and special conditions to see if there are any additional fees which will be payable if your bid is successful – some auctioneers will impose a 'Seller's fee' and some a 'solicitor's fee' for preparing the completion documents.

Provided that you have all the above covered, there is still the question of the format the auction is likely to follow. The procedure is different depending who is organising the auction. However, as a potential bidder, you would be required to have your details registered in advance and proof of your identity established by the agents organising the auction. You also need to ensure that you have the ability to pay the 10% deposit on the day of the auction if your bid is successful.

It may be, as is quite often the case at the auctions I regularly attend, that the Seller's solicitor will be at the auction with a copy of the legal pack and you may be able to ask questions. However raising queries at this late stage is not ideal as time will be limited and the Seller's solicitor cannot provide you with any legal advice.

If your bid is successful, you will be required to sign the contract and pay the 10% deposit immediately after the end of the auction. You will also need to provide details of your solicitor to the auctioneer and it may prove necessary for you to put your buildings insurance in place, where this is an auction condition.

It follows therefore that if you find yourself at an auction with a particular property in your sights and you have conducted the necessary due diligence in terms of carrying out the requisite research and preparation, then the experience of buying at an auction should be an altogether exhilarating and rewarding one.

## Best of Luck!



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# Energy Performance Certificate

As of 1 April 2018, legislation is in force which prohibits the letting of both domestic and non-domestic, private rented properties which have an Energy Performance Certificate ("EPC") rating of 'F' or 'G'.

Such properties are deemed to be 'sub-standard' for the purposes of the Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015 (SI 2015/962) ("the Regulations"). It is no longer possible to grant a lease, or renew or extend an existing lease, of a property which does not conform with this minimum energy efficiency standard. Furthermore, a landlord of a non-domestic, 'sub-standard' property, which is being let under an existing tenancy, will not be permitted to continue to let the same on or after 1 April 2023.

As far as landlords of commercial properties are concerned, the penalties for breaching the Regulations are potentially severe: depending on the nature of the breach, a landlord of non-domestic property can face a maximum fine of £10,000 or 20% of the rateable value of the property up to £150,000 (whichever is greater).

As with any rule, there are, invariably, exceptions. The Regulations are no different, since they allow non-domestic landlords to register exemptions which allow them to let, or continue to let, properties with an EPC rating of 'F' or 'G'. The number of exemptions are limited, but do include a tenant's refusal to provide consent to the necessary energy efficiency improvements

or, interestingly, where a lease is to be granted pursuant to an agreement for lease. However, many of the exemptions are temporary in nature and it is likely, at some stage, that landlords of 'sub-standard' properties will be required to take remedial action to improve the EPC rating of their properties to comply with the minimum standard imposed by the Regulations.

The Regulations are anticipated to have a notable impact on a number of standard clauses typically found in commercial leases. For instance, provisions within a lease relating to a tenant's ability to carry out alterations will need to be considered in light of the Regulations in order to prevent a situation arising whereby a tenant's alteration reduces the demised property's EPC rating to below the minimum 'E' rating standard – leaving the landlord vulnerable to undesirable financial penalties.

As the Regulations are still in their infancy, Arnold Thomson will continue to monitor the effect which the new legislation may potentially have on the commercial property market with a view to protecting our clients, as best as possible, from the adverse consequences which may arise on account of the Regulations.



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# The Strength of the Wolf

They say the strength of the wolf is in the pack. I couldn't agree more. As a Wulfrun, born and bred in the Black Country, I've been a supporter of the local football team 'back home' —Wolverhampton Wanderers for as long as I can remember.

I've seen the lows, from the multiple times the club was almost forced out of existence in the 80s and the disastrous double relegation of 2012 and 2013, to the highs of the Football League Trophy at Wembley in 1988 (I was a wide-eyed fourteen-year-old singing and cheering them on from the terraces along with 80,000 other Wulfruns!) and more recent adventures in the Premier League.

The transformation in the club this year has however been most remarkable. Following a takeover by a giant Chinese conglomerate in 2017 and a somewhat disappointing first season, the new club hierarchy clearly learnt quickly and appointed a visionary head-coach who then surprised the entire footballing world by stomping to promotion and the Championship title playing a brand of football that is more likely to be displayed in the Champions League. It has indeed been an incredible journey.

It is evident from the team's achievements this past 12 months that teamwork does lead to success. It is this evident reality that brings the Firm to my mind.

This is the philosophy here at Arnold Thomson. We pride ourselves on the strength of the team as a whole and we believe that this is definitely one of our strongest points as a Firm. It enables us to apply our combination of skills, years of experience and our different areas of expertise towards the achievement of the best possible outcomes for our clients. We are entrusted with a wide variety of matters by our clients and every member of the team at Arnold Thomson is focused on contributing their relevant part, working together in unison, to ensure that we deliver value and high quality service to our clients.

We've seen changes to the Arnold Thomson team over the years, all of which I believe have further added to our strength.

It is my firm belief therefore that just as the motto in Wolverhampton this year has been "The Strength of the Wolf is in the Pack", here at Arnold Thomson, this year and every year, the Strength of the Firm is indeed in the Staff.



Mark Everitt – Accounts Manager  
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# Brief Introductions:

## Name: Sally Stockport

(middle name 'Phyllis' but i've been mortified by this name since childhood so not always disclosed!).

**Qualification:** LL.B (Hons), P.Gd.Law, Solicitor

**Areas of Expertise:** Estate administration, Will drafting, Lasting Powers of Attorney

**Joined Arnold Thomson:** 30th April 2018

**Career highlight to date:** securing my law degree, the much sought-after training contract and then being admitted to the roll in Jan 2015. This, in the melee of child-rearing, running my business and, at one point rather scarily, working as a driving instructor to fund legal studies!

**Childhood aspirations:** prison psychiatrist or choreographer. Rather diverse ambitions neither of which were, thankfully, pursued!

**Dog, horse or cat?** cat – his name is George and he has recently undergone an expensive dental op but all is well now.

**Favourite Actor:** it has to be our national treasure, Dame Judi Dench who brings her incredible acting skills to whatever role she takes on.

**Best Movie:** 'Thelma and Louise – a great movie about challenging expectations and convention.

**Advice to clients:** 'Making a Will won't kill you!' It's a bit of an over-used cliché but as 60% of adults don't have a Will in place it's a statement worth considering. A Will ensures that your assets end up with who you would want. Otherwise, being subject to the intestacy law, they may well not.

**Anything to add?** Can't think of anything other than hugely looking forward to establishing myself at Arnold Thomson and getting to know my new colleagues.



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## Name: Rhiannon Kyra Beswick

– usually known as Rhi

**Qualification:** Chartered Legal Executive

**Areas of Expertise:** Property – I have been fortunate enough to gain a wide range of experience in property law and I deal frequently with commercial property matters, assisting with developments or management companies as well as residential property matters and anything that is slightly out of the ordinary

**Joined Arnold Thomson on:** 15th November 2017

**Career Highlight to date:** The day I received my first Cilex practicing certificate was amazing, but I would say that purchasing a ditch was my favourite transaction – it sounds so simple but there was so much more to consider than first expected, and my clients were a pleasure to work with, which made the matter even more memorable

**Childhood Professional Aspiration:** At a young age, I was prone to changing my mind every week as to what I wanted to be when I grew up! I have always loved reading and helping people. In this profession, and at a client focused firm like Arnold Thomson, I feel that I am combining both things.

**Dog, horse or cat?** Cat

**Favourite Actor:** I'm not sure that I have a favourite actor – if my young son allows me some leisure time, I would usually choose to read, crochet or listen to music over watching the TV or going to the Cinema

**Best Movie:** When I do sit down to watch a movie, I am a bit of a geek... I love the Marvel and DC comic book movies like Xmen, Thor, Spiderman, Batman and Guardians of the Galaxy

**Advice to Clients:** No question is a silly question... I would urge every client to read the documents before you sign them and ask if there is anything that doesn't make sense. We are here to help. And whilst I appreciate that a property transaction isn't something most people enter into frequently, I want my clients to understand the contractual obligations they are entering into, to the degree that they feel sufficient to make them comfortable to proceed.



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## Let's Stay in Touch

I'm Paula Annetts, a long standing member of staff here at Arnold Thomson. One of my primary roles here can be loosely termed as marketing and advertising. I however like to think that what we do here at Arnold Thomson is much more meaningful than the word 'marketing' can do justice to. We strive to cherish and nurture relationships with our clients, our professional contacts and others we come into contact with in our line of work. We like to update all our clients and contacts with legal developments and news which we hope they find

useful, such as articles in The Field Leader, but we never bombard them with marketing materials. Once or twice a year, we also like to invite our clients along to events such as the Blakesley Show and our professional contacts to our carefully planned corporate events. I thoroughly enjoy planning these events, which I believe give us an excellent opportunity to meet and socialise with our clients and professional contacts on a more informal level.

Whilst I would very much like the opportunity to continue to invite you to these events on behalf of the Firm and to send you copies of our Field Leader once or twice a year, the new rules under the General Data Protection Regulations (GDPR), due to come into force on the 25th of May 2018, will preclude us from doing so, unless we can evidence that you are happy for us to stay in touch. You have no doubt seen my colleague, Remi's article on Personal Data on page 4. You would also probably have seen various news articles and received emails asking you to update your marketing preferences in relation to the new GDPR rules. This is, without a doubt, excellent news for those of us who do not wish to be relentlessly contacted by telemarketers, cold callers and unsolicited sales calls and emails. It does however mean that we can no longer stay in touch with you unless you opt in to receive materials, which we hope you have found useful

over the years, as well as invitations to events from us.

So I urge you to please let us know if you would like to join or stay on our mailing list by **OPTING IN**. You can do this by any one of the following:

- 1) E-mailing me at **[paula.annetts@arnoldthomson.com](mailto:paula.annetts@arnoldthomson.com)**
- 2) Completing our specially designed postcards which are readily available from our Reception
- 3) Indicating your preference on our revised Terms of Business which you will receive when we open a new matter for you; or
- 4) On our feedback forms at the end of a transaction.

We hope that you enjoy this edition of our Field Leader as much as we have enjoyed producing it and that you wish to stay in touch with us.



Paula Annetts – Office Manager  
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- The information in this newsletter is not intended to be exhaustive of the topics covered. Specific advice should be sought on the application of the law in any particular case.
- If we do not have your correct details please also inform us of any changes so that we may update our records.



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As always, we look forward to seeing you at some of our major events this year including:

### **Blakesley Show 4th August 2018**

We are excited that we will be at the Blakesley & District Agricultural Society again this year! The show has been in existence for well over 100 years. Held annually on the first Saturday in August, the 2018 Blakesley show is on the 4th of August and it will be the 134th show for the Society. Come and have some refreshment and a chat with us, we'd love to see you!

### **Leicestershire County Show 25th & 26th August 2018**

We are delighted to be able to support and be part of The Leicestershire County Show, being held on 25th & 26th August 2018 at the show ground adjacent to the Innovation Centre in Market Harborough.

