

AT Arnold·Thomson the field leader

**Change is the
Only Constant**
We adapt and innovate

**Easement and
Right of Way**
What are my rights?

Len's Light
Mental Health Awareness

AT Arnold·Thomson

- 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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Director's Welcome

Welcome to this year's edition of the Field Leader. I hope you find the articles that follow of interest. The recent General Election result has seen a new Labour Government come to power with an overwhelming majority, and the recent King's Speech has given an indication as to the policies which the new government wishes to implement. A change of government naturally brings a mix of emotions – for some change is welcome, for others change can trigger uncertainty and caution.

As I mentioned in this piece last year, we have seen increasing instructions from clients to address their affairs whether this be updating Wills, putting in place Lasting Powers of Attorneys, reviewing succession planning and so on. We are also heavily involved in assisting our farming and landowning clients with opportunities they wish to pursue to enhance their operations – development projects, including residential and commercial development, as well as renewable energy schemes.

One point that is raised regularly by my colleagues, clients and fellow professionals is that nothing is ever straightforward anymore, and we seem to be confronted with greater challenges to achieve our clients' goals and objectives.

We are fortunate here to have a very strong team assembled

across the firm and I was delighted to welcome two new lawyers to the firm in recently: Sarah Williams joined us in the Private Client department and Rachel Smith in the Agricultural Property and Rural Business team – both are already proving to be great additions to the firm and you can read about them in their Q&A articles on pages 14 and 15.

We shall again be at Blakesley show this summer – and let us hope the weather this year is true summer weather rather than the deluge we experienced at times last year on the day. As ever, the show was again well supported and huge success for all involved. If you are attending this year, then do please call in to see us. We are again supporting the two charities which my colleague Paula has highlighted in her article – both extremely worthy causes. We have some exciting raffles prizes to continue

our support which we hope you can contribute to. We shall, as a firm, match whatever is raised on the day, so please do give generously if you can.

I hope you enjoy this edition and as ever my colleagues and I are here to answer any points you may have from the articles specifically or other points generally.



Matt Hawkins
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Contents

ARNOLD THOMSON

- 04** **Change is the Only Constant**
Remi Stumpfenhusen
- 08** **Identity Requirements**
Rhiannon Beswick
- 14** **Q and A**
Sarah Williams and Rachel Smith
- 20** **Len's Light**
Alberta Reid
- 22** **Nominated Charities**
Paula Annetts

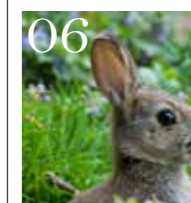
PROPERTY

- 10** **Easement and Right of Way**
Kate Austin and Morgan Baines
- 12** **Do you need to have a written Partnership Agreement**
Rhiannon Beswick
- 16** **Glossary of Conveyancing Terms**
Ben Currie

PRIVATE CLIENT

- 06** **Biodiversity Net Gain**
Angela Guess and Nadiya Virani-Bland
- 18** **Grant of Probate Applications**
Rhianna Gurney

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Change

is the Only Constant

With changes in the political landscape, both here at home, and in other parts of the world, we truly can attest, (some countries more than others, admittedly), to the fact that things, much like life itself, are constantly on the move. I found the political debates leading up to the just concluded General Elections of immense interest. The media, and especially, the self-appointed fifth estate of the realm – also known as the world of social media - did not disappoint in kicking up the usual frenzy with the polls, conjectures, and predictions, all belying the powerful force it wields in attempting to shape the result of the elections, by surreptitiously framing people's minds and opinions with catchy headlines, carefully crafted words and meticulously selected pictures to match the prose.

As my colleague, Matt mentions on Page 2 the elections are now over, and it would probably have been impossible for the collective voices of the electorates to have been any louder. Regardless of the parties we support, where the lines fell across each of our ballot papers, a new government has been voted into power. As with all things new, as with any form of change, as ever, there will be a period of settling in, there are bound to be teething problems and there will be some level of uncertainty. As the heavy cloud of dust whipped up during the election campaigns now begins to settle, change, innovation and adaptability will again be called into action, and heavily relied upon.

Taking a moment of solitude (which, I can assure you is a gift, when you're a full-time working mother and wife) and stepping out of the debates, the projections and forecasts, I ponder on the questions as to what the new government means for us as a firm here at Arnold Thomson, what it means for our clients, and for the country as a whole - change. Change, in all its connotations, is the first word that comes to mind. Following closely behind, or in fact walking hand in hand, is adaptation or adaptability.

“ We adapt and innovate so that our commitment to you, our clients, and the quality of the service we provide, remain the same, even in the vortex of change.”



Remi Stumpenhusen
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Change and adaptation. It could successfully be argued that these 2 words actually sum up the very essence of every aspect of one's life. Things change, and we as people must adapt to those changes. It may be subtle, it may be dramatic, but this, in effect is what life is all about. Darwin's Origin of Species springs to mind; it is neither the most intellectual of the species, nor the strongest that survives, instead, it is the one that is able best to adapt and adjust to the changing environment in which it finds itself.

The legal services marketplace in which we operate has witnessed an unprecedented wave of changes over the last couple of decades, and more so in recent times with the influx of new entrants, lingering effects of the pandemic, global and local politics, and rapidly growing legal technological options. Regulatory and legislative changes have also added, in no small measure, to the continuous evolution of the manner in which legal services are delivered. We are therefore no strangers to change. To ensure that we continue to provide high quality service to our clients, it is crucial that we are able to adapt to these changes, and to see that (as paradoxical as this may sound) things remain the same – in so far

as our commitment and dedication to our clients are concerned. While there may undoubtedly be new challenges under the new government in power, there will also almost certainly be new opportunities; opportunities for businesses, for the legal industry, and for our clients. It is the recognition of these opportunities and the understanding of the challenges that determine how well we adapt, innovate and continue to protect our clients' best interests.

For progressive firms that recognise that these changes to the legal industry as well as the political landscape are here to stay, and align our operations, business models, and strategies in line with these trends, we are (re)positioning ourselves to be best placed to adapt and adjust to the changing environment in which we operate. We adapt and innovate so that our commitment to you, our clients, and the quality of the service we provide, remain the same, even in the vortex of change.



Biodiversity Net Gain

what does this mean for landowners?



The primary aim of Biodiversity Net Gain (BNG) is to leave the natural environment in a measurably better state after development than it was before the development and/or land management was undertaken. This is a key element of the Environment Act 2021, and now, more than ever before, is the need as well as the ability to restore our natural environment.

Mandatory requirements came into effect in February and April 2024, the result of which requires planning permissions for development granted from that date (subject to certain exemptions and various requirements) to, in essence, provide for a minimum of 10% BNG together with on-site or off-site habitat management to be secured for a minimum of 30 years. Where BNG cannot be delivered on-site, this creates an opportunity for landowners to diversify with the ability to generate income.

When considering off-site BNG, a landowner will need to have regard as to how this is to be achieved: whether directly with a developer for a specific site, or whether a landowner considers the merits of a habitat land banking scheme. Whilst the opportunity to provide BNG has many benefits, both to the environment and a landowner, the creation of habitat maintenance and, in some instances, habitat enhancement can involve capital expenditure, and this in conjunction with anticipated returns and any tax implications will be key considerations for any landowner considering entering into BNG agreements.

“Where BNG cannot be delivered on-site, this creates an opportunity for landowners to diversify with the ability to generate income.”

The large upfront payment, followed by years of costs, needs to be considered when thinking about succession planning and division of assets for the next generation.

There had previously been some concern as to inheritance tax implications and whether entering into agreements would mean a loss of Agricultural Property Relief (APR) on the land used for BNG. The Spring 2024 budget announced extensions to the scope of agricultural property relief which are to apply from 6 April 2025. APR from that point onwards was due to include land managed under an environmental agreement.

In addition, APR will only cover the agricultural value of the land. If the land attracts an enhanced value, then Business Property Relief (BPR) will need to be considered. In order to claim BPR, there must be a balance between trading and investment activity and the capital and income they each respectively generate for the enterprise as a whole.

We must however acknowledge that given the recent change in government and potential changes to inheritance tax later on in the year, APR and BPR may not be available for estates in their current guise.

It is important to ensure that timely advice is taken, not only on the legal aspects of entering into such agreements, but also in planning for future generations, whether that is by gifting land on which APR/BPR may be at risk, updating Wills or making sure that the structures used in the business allow for the most efficient use of the available inheritance tax reliefs.

We would be happy to provide you with expert legal guidance, and advice on the benefits and challenges of entering into a BNG agreement. For further information and if you have any questions, please contact our Commercial Property, and Private Client Teams for assistance.



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Identity Requirements

Why, What & How?

As legal advisors, we are required, by a number of statutory and regulatory requirements, to verify the identity of the clients we represent.

Firstly, under our regulatory obligations, we are bound to strictly adhere to Rule 8.1 of the SRA Code of Conduct, which requires that we confirm and verify the identity of every client we are acting on behalf of.

Secondly, the Money Laundering Regulations 2017 places a statutory obligation on us to ensure that we carry out due diligence with which we can confirm that our clients are who they say they are. This further requires us to establish whether there are any third parties who hold a beneficial interest in the transaction we are assisting with and, if so, to also take steps to verify their identity. In addition to establishing our clients' (and third parties') identities, we are also required to take steps to verify the source of any funds that will be provided to us in connection with every transaction.

Thirdly, HM Land Registry added a condition, which came into effect in 2008, that ID requirements must be met when submitting registration applications for specified land transactions. According to the Land Registration Act 2002, specified land transactions include transfers, assents, legal charge, discharge of a legal charge, lease, surrender of lease or any other transaction which triggers compulsory registration. When submitting an application for registration, the applicant must provide evidence that all parties have been identified, or confirm that sufficient steps have been taken to establish this confirmation.

Although the primary reason for the requirement imposed by the Land Registry is to guard against fraudulent transfers and registrations, it also ensures that we, as your legal advisors, are able to act efficaciously on your behalf and to accurately advise you, with your full information to hand.

What is Required to Verify Your Identity?

When acting on your behalf, to enable us to meet the ID verification requirements, we will need to:

- a) Obtain evidence of your name and the names of any third party
- b) Have sight of an official document, showing your photograph, and confirming your identity, including date of birth. This could be your passport or driving licence.
- c) Take steps to ensure that you are the person shown within the photograph
- d) Obtain proof of residence/address, such as a Council Tax letter, utility bill, bank statement or driving licence.

How do we Verify Your Identity?

We appreciate that providing identity documents can be an issue of concern and we seek to make this process as stress free for our clients as possible. We have a number of ways in which this can be addressed:

- 1) Where possible, we will meet with the relevant person(s). At the meeting, we are able to take copies of the original documents. This can include your original driving licence, passport or birth certificate together with a recent utility bill, bank statement or pensions/tax statement
- 2) If it is not possible for us to meet at the outset, it is acceptable for another professional, such as an accountant, or other solicitors, to meet with you and take copies of the relevant ID documents. They will then certify the copy to confirm that it is a true copy of the original document which they have had sight of.
- 3) Alternatively, if it is not practicable for us to meet in person, and it would prove difficult for you (and any third party) to meet with another professional to certify copies of your ID, we may be able to facilitate the verification of your identity digitally. This is a system through which we would generate and send a secure link to you via email. You would then be able to provide the necessary information and documents electronically for the verification of your identity.
- 4) Another alternative would be for us to ask you to visit an independent solicitor who would guide you through the completion of the relevant HM Land Registry ID form.

HM Land Registry ID forms include an ID1 for individuals, an ID2 for companies, and an ID3 where identity has been verified by other approved persons together with the supplemental ID5 form which is required when the aforementioned ID1, ID2 or ID3 forms are completed via video call.

To complete an ID form, an appointment must be made with an independent Solicitor, Chartered Legal Executive, Licenced Conveyancer, Notary Public or a Barrister, who has no involvement in, nor are they acting for any of the other parties to the transaction. Originals ID documents should be taken to the meeting along with a recent photograph. The legal advisor will complete the form, take copies of the identity documents listed within it, and sign to verify that they have met with you or the relevant person. It is possible for the ID form to be completed by way of video link and, in this instance, the legal advisor completing the form must take a screenshot of the relevant person during the meeting, to verify that they are a true likeness of the person shown within the photograph.

We have experienced that many parties to certain transactions, where the circumstances permit, do not wish to appoint a legal representative to act on their behalf. In these instances, we are required to obtain evidence of their identity, both for our client's protection, as well as in compliance with our statutory and regulatory obligations.

We are also able to complete an ID form for unrepresented individuals, and companies, where the nature of the transaction may not necessarily warrant the need for full legal representation

In a world where, regrettably, fraudulent activities and transactions continue to be on the increase, we are fully aware of the importance of safely holding the data of our clients, both on a practical basis and in compliance with the General Data Protection Regulation (GDPR). We take rigorous steps to ensure that our physical, and electronic records are stored safely.

For further information on ID requirements, the completion of ID forms, or if you have any questions, or concerns in relation to identity requirements and Land Registry applications, please do not hesitate to contact our Commercial Property Team, who would be happy to assist and provide you with skilful guidance.



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Easement and Right of Way

What Are My Rights?

When buying any land or property, it is important to consider what legal rights the land or property benefits from. A common example of this is ensuring that the land or property has a legal right of way. It might be the case that there is no documented record of a legal right of way, in which case, consideration will need to be given to whether there is a right of way obtained through a period of long use. This is known as a prescriptive easement.

What is a prescriptive right of way?

A prescriptive right of way is a right which has been acquired through long and uncontested use over someone else's property.

To establish a prescriptive right of way, the key requirements are that:

- The use must be for at least 20 years;
- The use must be without force, secrecy and permission; and
- The use must be continuous.

There must be separate pieces of land or property: one with the benefit of the right of way, and one burdened with the right of way.

Here at Arnold Thomson, we very often deal with transactions where although the client owns the land or property, they neither own the access road/track nor have a documented legal right of way over the same. In such circumstances, if the above criteria can be satisfied, a prescriptive right of way can be established, and registered at the Land Registry. It is important to consider the current use of the right of way and any future change of use, such as development. An example of this might be where a prescriptive easement is established for agricultural use, but planning permission is later granted for a residential property. The prescriptive easement can only be exercised for the use pursuant to which it has been established e.g. agricultural use. Further consideration will also

need to be given to whether it is possible to obtain an indemnity policy to cover the future non-agricultural use of the access. Alternatively, an approach could be made to the landowner (if known) to negotiate the grant of a Deed of Easement for non-agricultural use. However, we strongly recommend that such an approach should not be made, or any action taken without first obtaining expert legal advice on the specific set of circumstances, as the material facts in one case may differ significantly from the other.

Registering a prescriptive easement

A prescriptive easement can be registered at the Land Registry. This means that the benefit and burden of such easement will be officially noted on the Title Registers, provided the burdened land or property is registered. Where the burdened land or property is not registered at the Land Registry, an application for a caution against first registration can be made to ensure the preservation of the prescriptive right on first registration of the burdened land or property.

The Land Registry require a Statement of Truth to be submitted in support of the application to register a prescriptive easement. The applicant is required to provide information, such as who is making the application, a description of the dominant land or property and servient land or property and details of the easement claimed. It is always prudent to support the

“ It is important to consider the current use of the right of way and any future change of use.”

application with evidence, such as photographs and invoices. For a prescriptive right of way, this could be photographs of the use of the land or property, instances of which may include walking or driving along the track. An important point to remember in establishing the length of usage, is that if a previous owner had exercised the right of way prior to the land passing to the successor in title, a Statement of Truth can be obtained from the previous owner to make up the required period of 20 years or more.

Once the application is submitted, the Land Registry will review the application and serve notice on the registered proprietor of land or property which the access passes over. Notice of the application will also be served on other parties who appear from the Register to have an interest on the land. If no objections are raised by the parties notified of the application to register a prescriptive right, the relevant entries are made on the Title Registers to note the benefit and burden of the prescriptive easement.

If, however, the Land Registry receives any substantiated objection, the three options available to the applicant would be to:

1. Withdraw the application altogether;
2. Seek to negotiate a settlement of the dispute directly with the objector; or

3. Have the dispute referred to the Land Registration Tribunal. The Land Registry encourages parties to resolve disputes informally.

If you would like more information about your rights or other people's rights over your land, please do not hesitate to contact our Head of Agricultural Property & Rural Business. While this article focuses on registered land, please note that we will also be happy to assist with your enquiries on unregistered properties.



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Do you need to have a written Partnership Agreement?

There is no requirement for a Partnership Agreement to be made in writing. However, it is always advisable to set out in writing and in clear terms, the arrangements and agreements between the partners.

Where there is no written Partnership Agreement, the default provisions within the Partnership Act 1890 will apply. These provisions are quite historic and are quite unlikely to reflect the full or specific agreement between partners in all instances. It is important that any written Partnership Agreement correctly reflects all points of agreement, and all general points of management which ought to be considered. The preparation of such an

Agreement should therefore be in coalition between the partners, their lawyers, their land agent and their accountants, to ensure that all aspects of the business are fully considered.

Under the provisions of the Partnership Act 1890, it is presumed that a partnership dissolves on the demise of one of the parties. If there is no written Partnership Agreement, on the death of one partner, the partnership may therefore cease. The main difficulty in this instance, is that many banks would freeze any partnership accounts, until a new agreement is put in place. This presumption can however be rebutted by a clear statement to the contrary, within a written Partnership Agreement.

Furthermore, a written Partnership Agreement can document and confirm the wishes of each partner on how they would like their interests in the partnership to be treated following their death. The content of a written Partnership Agreement could therefore override the provisions set out within each partner's Will. A written Partnership Agreement provides certainty of continuity for the business, should this be the partners' wish and agreement. It also seeks to avoid unnecessary disputes.

There is also a presumption (in Section 24) of the Partnership Act that all partners are entitled to an equal share of the capital and profits of the business. In many partnerships, this would not reflect the position between the partners and if would often be the case that the partners would hold varying percentages of capital and take varying/commensurate percentages of the profits. A written Partnership Agreement would specify the allocation of capital holding and profit receipts, which would further eliminate any risk of disputes in relation to profit sharing.

A written Partnership Agreement is also important from a tax perspective. It will ensure that the partners are able to acquire and retain the maximum benefit of any tax relief, such as Business Property Relief (BPR). A partnership is a collection of individuals carrying out business together and their tax affairs are therefore viewed on the same basis as any other individual. A written Partnership Agreement specifies the interests of individual partners, and assists in ensuring that their personal financial and tax affairs are clear and relevant only to their interests in the partnership, rather than a presumed share that may be implied by the Partnership Act. The creation

of a Partnership Agreement is a team effort, where the solicitor appointed to act on behalf of the partners would consult and liaise with the partnership accountant.

A written Partnership Agreement will also ensure that the business is effectively managed at all times. Whereas, under the Partnership Act, all partners have the right to be involved in the management of the business, a written Agreement may waive or qualify this right, so that any decisions taken in exclusion of any given partner would not be rendered invalid. In reality, it is often the case that certain partners are more involved in the day to day running of the business. A written Partnership Agreement would specify the decisions that such partners may unilaterally make, and other decisions which would require either a majority, or unanimous agreement from all partners. It would also specify the arrangements which would need to be put in place should a partner lose their mental capacity. Other benefits of a written Partnership Agreement include the partners' ability to agree on and include the circumstances under which a partner could be expelled from the partnership, as well as imposing restrictions on any



other business activities that they may carry out, alongside their involvement in the partnership business.

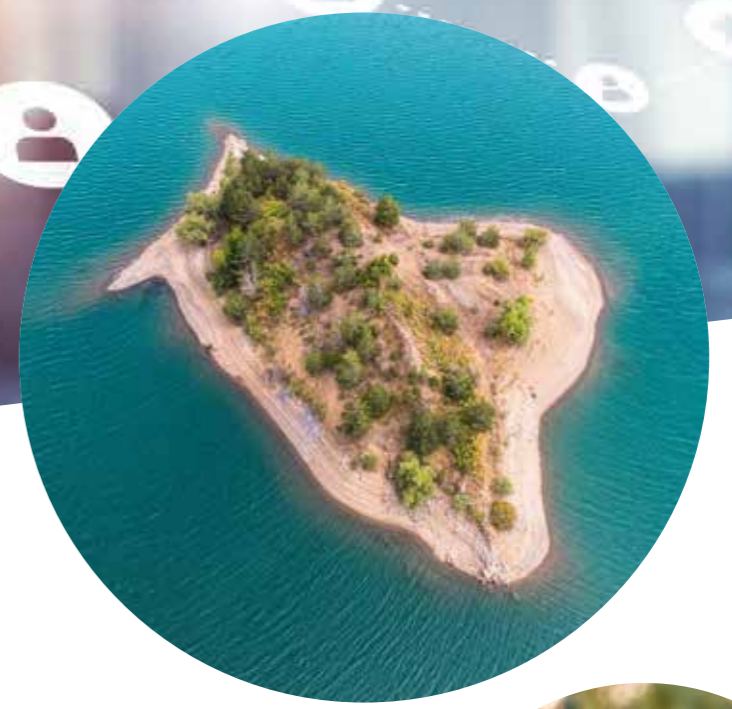
Another important point to note is that, in the absence of a written Partnership Agreement, it may be assumed, if relying on the provisions of the Partnership Act, that the partnership automatically dissolves upon the retirement of one of the partners. A written Partnership Agreement would effectively remove any ambiguity as to the partners' intent in such a scenario, as it would contain a clear statement setting out the arrangements for the retiring partner's share in the business, and the intention of the other partners regarding the continuity of the business.

For all of these reasons therefore, while there is no strict requirement for partners either entering into or already in a partnership, to have a written agreement in place, our advice is always that it is safer, and far more prudent to set out the terms of the partnership in writing. If you would like further information, or advice on the need for a written Partnership Agreement for your business please do not hesitate to contact us.



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Q & A



Sarah Williams
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Joined Arnold Thomson
3rd June 2024

Areas of expertise and what you love most about your job?
Private Client: Wills, Lasting Powers of Attorney, Inheritance Tax Planning and the Administration of Estates. I particularly enjoy helping clients feel as if a weight has been taken off their shoulders at what can be a very difficult time.

Career highlight to date
Returning to the profession after an extended career break to look after my family, including my son, who has special needs.

What did you want to be when you grew up?
I wanted to be a science teacher or a French teacher, because I loved chemistry and languages – until I realised it meant I would effectively never leave school!

Dog, horse or cat?
I am allergic to animal fur but growing up my aunt and uncle always had dogs and I loved being able to visit and take my “adoptive” dog for a walk. Now, I enjoy seeing my parents-in-law’s dog, Chas, a Collie who enjoys doing a lap of a field before breakfast.

What’s the most exciting part of your job?
Getting to grips with complex issues and making sure everything is resolved.

Your favourite holiday?
As a family, we enjoy going to Devon. I went to University in Exeter and we both have friends and family there, and it’s great to catch up.

Pre-family, I also particularly remember going to the Amalfi coast in Italy; we visited Pompei and Herculaneum and saw Mount Vesuvius which were really impressive and drank lemon granita made with lemons the size of small footballs!

Are you an introvert or an extrovert?
Somewhere in between; I’m neither the loudest nor the quietest person in the room.

If you could meet any historical figure, who would you choose to meet?
Henri Matisse. I went round his house in Nice (now a museum) on my year abroad as part of my degree and it sparked an interest in art – whenever I go somewhere I try to seek out an art museum.

You’re stranded on a desert island and have three wishes. What would they be?
To have somewhere to shelter from the sun and to sleep, to have sufficient food and water and to have a date set when I am going to be rescued.



Rachel Smith
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Joined Arnold Thomson
15th July 2024

Areas of expertise and what you love most about your job?
Agricultural Property & Rural Estates. There is never a dull day in Agri and I love the variety of the job and the connections with the rural community.

Career highlight to date
Well, joining AT of course!

What did you want to be when you grew up?
I honestly can’t remember!

Dog, horse or cat?
Dog, I love looking after my parent’s springer spaniel

What’s the most exciting part of your job?
For me the most exciting part and the part I enjoy the most is getting to know clients, their farming operations, which often involves getting out on the farm.

What do you most enjoy doing on the weekends?
I love my rugby and I am a keen supporter of the Saints and I also enjoy playing golf (although a bit of a fair-weather golfer!).

Your favourite holiday?
When it comes to holidays, I am a typical Brit and love my annual trip to Cornwall (even better if the sun shines!)

Are you an introvert or an extrovert?
I would say a mixture of both!

If you could meet any historical figure, who would you choose to meet?
Seve Ballesteros – one of the golfing greats!

You’re stranded on a desert island and have three wishes. What would they be?
Hmmm ... a plentiful supply of food and drink, comfy bed and a flight home on demand!



Glossary of Conveyancing Terms

When dealing with land and property transactions, we very often employ certain legal terminologies, the meaning of which may not be immediately apparent to non-lawyers. This glossary is intended to assist in defining some of the commonly employed legal 'jargon' in property transactions.

Caveat Emptor: Let the buyer beware. In other words, it is the buyer's responsibility to take reasonable steps to identify any problems with the property (hence the importance of searches), not the sellers to disclose them.

Certificate of Title (COT): We prepare this, and it is sent to the Lender before exchange/ completion to confirm we have investigated the title, and we are happy that there are no problems. The Certificate of Title is used by us to request mortgage funds from the lender for a specific date in readiness for completion.

Chain: A situation in which a sale or purchase is dependent on associated sales and/or purchases by others involved in the transaction. For instance, it is a position in which Seller 1 sells to Buyer 1 and Buyer 1 sells to Buyer 2, and awaits the proceeds of funds from Buyer 2 to enable them complete their purchase from Seller 1, thus creating a chain of connected transactions. The longer the chain, the more parties must

be aligned to complete the transaction.

Completion: Completion of the transaction happens on the day agreed by the parties at exchange. It is the day that the Seller (or their Solicitor) receives the money for the sale, and the Buyer receives the keys to the property.

Contract Pack: this is put together by the Seller's Solicitor and contains a host of preliminary information for the Buyer's solicitor to review. The sending out or receiving of a contract pack is the start of the transaction. The Contract Pack contains a draft contract, Title Register, Title Plan, old Transfer/ Conveyances that contain relevant information, Protocol forms, Energy Performance Certificate, Guarantees and planning documents.

Contract: The contract is the legal document which sets out the terms of the transaction, such as the full names of the Seller and the Buyer, the address of the property to be sold, whether it is a Freehold

or Leasehold property, and the agreed purchase price. We send this out for signing prior to exchange of contracts, but it does not become a binding agreement until the exchange process has occurred.

Covenant: a covenant is, in simple terms, a legally binding agreement to do something or to refrain from doing something. In conveyancing, we often come across restrictive covenants which limit the use of the land in some way.

Deed of Covenant: an agreement entered into by the new buyers to comply with the terms of the Lease, or terms of an old Transfer.

Deposit: on exchange of contracts, where we are acting for the buyer, we are required to transfer the seller a deposit, ordinarily this is 10% of the purchase price but there are circumstances when a reduced amount may be agreed by the parties. Prior to exchange of contracts, we will ask our client, the buyer, to transfer the deposit over to us to be held on account either pending exchange, or completion.

Easement: This is a right over one piece of land for the benefit of another e.g. a Right of Way

Enquiries: These are questions asked by the buyer's solicitor about the property. Usually,

they require more information or clarity on something in the Contract pack. It is the Seller and their Solicitor's job to answer these enquiries satisfactorily. In most cases, enquiries go back and forth between the Buyer's Solicitor and Seller's solicitor until both sides are satisfied.

Exchange of Contracts: This occurs once most of the legal work has been completed and it is the formal process of exchanging signed documents – legally binding the Seller and Buyer to complete the transaction on an agreed date.

Existing Charge: This will be dealt with by the Seller's solicitor, and they are obligated to redeem (pay off) their existing mortgage on completion, which in turn enables the Buyer to register a new charge in favour of the Buyer's lender.

Indemnity Insurance: If we are unable to solve certain issues that come up during a transaction, such as no installation certificate for a relatively new boiler, an indemnity insurance policy can be taken out to protect the buyer and future owners of the property against any loss that may arise from the issue.

Legal Charge: Another word for a mortgage, which creates a financial burden or lien, as it were, against the property, and protects the lender's interest/ mortgage such that the property cannot be sold or transferred without either first repaying the mortgage in full or obtaining the lender's consent.

Management Pack: when a management company is involved in a transaction, the seller will need to obtain

a management pack for the new buyers (usually there is a fee payable). The pack contains information relating to Insurance, Fire Risks, Maintenance, Accounting information and a Property Enquiries form.

Protocol Forms: Two forms (see below) forming part of the contract pack completed by the Seller, which provides initial information to the Purchaser and their Solicitor.

- a. **Property Information form (TA6):** a questionnaire completed by the Seller and contains information about the property e.g. who maintains the boundaries, parking, what building works have occurred at the property, etc.
- b. **Fittings and Contents form (TA10):** The Seller specifies what is included in the sale price, what is excluded, and any items in and on the property that they would like to sell to the new buyer. This may include light fittings, carpets, built in fridge freezer, built in oven, and much more.

Searches: Legal searches are almost always required when purchasing a property, except in exceptional circumstances. If you are purchasing a property with aid of a mortgage, then searches will be a requirement by the lenders. Search results provide us with more information about the property you are buying, the area in which it is located, and any risk or warning you should be aware of before buying the property. A search pack will usually include, Drainage & Water Search, Environmental Search, Planning Search and most importantly a

Local Authority Search. We will be able to review information relating to planning matters, building regulations, drainage and sewers, roadways and lots more. Whilst most searches will not raise any red flags, they can provide peace of mind to the buyer.

Service Charge: A payment required by a landlord (or managing agent) to cover the costs of insuring and/or maintaining a development or block of which the property forms a part.

Title Plan: Each registered property in the UK has a Title Plan. This confirms the boundaries of the property – usually shown in red. The plan may also contain other information, typically in a different colour and it may show which part of the property is subject to certain restrictions or easements.

Title Register: Each registered property in the UK has a Title Register, and it is a document which contains all the relevant information associated with that property, including who owns the property, if there is a mortgage on the property, any interests and/or restrictions affecting the property.



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Grant of Probate Applications

A Grant of Representation (also known as a Grant of Probate or Grant of Letters of Administration) is often required to provide authority to deal with a deceased person's estate.

The Probate Registry, the office which deals with these applications, has been experiencing significant delays in issuing Grants for some time. In November 2023, the Justice Committee launched an inquiry after reports of such delays.

On 23rd May 2024, the Chair of the Justice Committee set out the findings from the inquiry in a letter to the Ministry of Justice.

The Causes

They found that 'the cause of the collapse of the Probate Registry was a failure to understand the magnitude of the centralisation and digitalisation projects and a failure to appreciate the importance of an experienced and skilled workforce'. Contrary to previous suggestions, the pandemic, although creating additional issues, is not the fundamental cause of the problems facing the Probate Registry.

The Committee recommended that His Majesty's Courts and Tribunals Service (HMCTS) ensure that the causes of the collapse are completely understood across the department by conducting a thorough review.

The Impact

The Committee recognised that without a Grant, an estate cannot be administered properly. The Ministry of Justice, referring to Executors/Administrators, also acknowledged that 'it may delay them accessing estate funds to pay off debts, finalise taxes, distribute bequests and assets as intended until probate is granted and therefore may lead to increased costs through interest on inheritance tax and estate costs.' While this is undoubtedly an issue, the impact of the delays in processing applications is far greater. For example, Cancer Research UK have reportedly had to delay 44 cancer research projects due to a delay in receiving gifts in the region of £30 million.

The Committee also found that, unfortunately, these delays are affecting relations between legal practitioners and clients. The lack of openness from HMCTS regarding timescales has resulted in a huge disparity between how long clients believe the Grant will take and how long it actually takes.

“ The lack of openness from HMCTS regarding timescales has resulted in a huge disparity between how long clients believe the Grant will take and how long it actually takes. ”



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This has caused issues between lawyers who are finding it difficult to meet their clients' expectations, and clients, who are understandably unhappy at the protracted delays.

The Committee recommended that expected performance targets should be published, and that the Probate Registry should be transparent with these issues, and timescales. This is so that the public's confidence can be restored, both in the Probate Registry, and law firms. It would allow law firms to manage their clients' expectations and enable the charitable sector to create robust financial forecasts.

As a firm, we fully appreciate and share our clients' frustration at the delays we are experiencing when dealing with Grant of Probate applications. To manage our clients' expectations as best as we can, we ensure that we are open and honest at the outset. We are hopeful that the Committee's findings and recommendations will result in a reduction in delays and miscommunication. This would, in turn, cause less distress to our clients, by easing the process of administering loved ones' estates.

If you have any questions or require more information on Grant of Representation applications, please get in touch with any member of our Private Client Team, and they would be happy to assist.





As a Firm that works closely with farmers and agricultural clients, we at Arnold Thomson understand the growing problems within the farming industry, especially for those struggling with mental health issues. Poor mental health has been reported as one of the biggest hidden dangers in the farming industry. We proudly sponsor Len's Light, a campaign that provides much needed awareness of the issue, and supports mental health within the farming community and raises funds for charity.

Len's Light was founded by Andy and Lynda Eadon, the parents of Len Eadon, who sadly passed away by suicide on the 1st of January 2022. Andy and Lynda have been working tirelessly together with Len's friends to raise funds and increase awareness of mental wellbeing in the rural community. One of their primary focusses is encouraging people of all ages within farming communities to recognise that they can

talk about any issues they are facing, and that they should not feel isolated and alone. There is always someone who can listen, someone who can help, someone who can provide some guidance either from their personal experience, or from the experience of others.

Len's parents and his friends engage in a number of fundraising events all year round towards this incredibly worthy cause. One of the most recent fundraising events was in the form of sheep shearing for Farm Safety Foundation – Yellow Wellies. It was an extraordinary event which showcased incredible support, resilience, and determination. I was privileged to have been in attendance.

On a sunny afternoon in rural Northamptonshire, I found myself in a barn, in the middle of a field, uncharacteristically shouting and hollering support to a woman I'd never met before, by the name of Rosie Hazlewood. Rosie wanted to do something to help raise awareness and funds for charity in the name of her friend, Len. I would later find out that she had spent 8 months training to become the first woman to shear sheep for 24 hours by 12 two-hour shifts; a new world first if she could make it.

The shearing stage set, clippers at the ready, sheep keenly lining up and music bellowing, she was ready. Rosie had been shearing through the night, with just her physio, some fellow

shearers from the southern hemisphere and Scotland, a few hardy supporters and obviously the sheep watching over her. I imagine that she must have been glad of the daylight which brought with it, some fresh-faced supporters and loud cheers of encouragement.

Bent over to begin the task, and heavy sheep at the ready, she was whipping through them with fierce determination. At every completed fleece, there were cheers and hollering, but Rosie had been bent over these sheep for what must have felt like endless hours. And although she was probably physically close to breaking, her determination never wavered – not even when she could no longer hold the tears at bay at a point. She kept going, undeterred, resolute, eyes and heart fixed firmly on the end goal, the noble cause.

With Andy and Lynda watching on, together with Rosie's family, friends and supporters, it was an incredibly emotional endeavour. She never gave up.

With the barn now full, the cheers growing even louder, the countdown getting closer and emotions running high, somehow, through grit and determination, the last fleece was bagged, just as the clock stopped, to a deafening roar of

support from all present, and a rousing rendition of John Denver's good old classic, Country Roads. There was hardly a dry eye in the barn. Rosie's brilliant determination had got her through it, she'd done it, she'd raised an astonishing amount of money (277% of the target!), she'd raised mental health awareness and she'd become the first female shearer to successfully complete 24 hours of shearing.

Rosie has had her own struggles, which makes it even more incredible that she set out to, and heroically managed to set this record. No stranger herself to health issues, Rosie had a full left knee replacement in 2023; it was unsuccessful. Rosie then had 7 knee drainages where they took 25 litres of fluid out for 7 weeks. She then went back under the knife to remove an infection, followed by another full knee replacement. She is now waiting for full knee replacement surgery for her right knee! She spent months in recovery and 8 months training for this record. She is genuinely, truly a beautiful soul.

In 24 hours, Rosie managed to shear an incredible 660 sheep and raised thousands for the

charity. To top it all up, sheep #660 was donated and sold for £1,660 for charity.

At Arnold Thomson, we are honoured to be a part of this vision, and we are grateful to Lynda and Andy, for allowing us to be a part of something that is obviously incredibly close to their hearts. By increasing awareness of the hidden danger that is mental health in the farming community and beyond, Len's Light's goal is to help others to realise that help is available, that to talk about our worries, concerns and mental health issues is not a sign of weakness. It is, in fact, quite the contrary. Please visit LEN'S LIGHT to read the stories, read about the other fundraising events and donate where you can.



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Let's Keep in Touch

Love Later Life

Every year, Age UK Northamptonshire helps over 18,000 people and their families in by providing a range of services that improve their quality of life. The charity's main office is at The William and Patricia Venton Centre in York Road, Northampton. Day Care is provided every weekday in the recently refurbished centre in York Road, as well as Rockingham Road in Kettering. We also have staff based at Waterside House in Irthlingborough.

Many older people in Northamptonshire do not have family or friends living nearby who can support them with everyday worries such as filling in forms, maintaining their home or just having

someone to talk to and take an interest in their wellbeing. Our wide range of services aims to enable older people to live independently and make the most of later life.

Our free Information & Advice Service provides information on matters affecting older people and their families, and can usually help directly but if not, we can signpost you to someone who can. We can support you to make the best decision - about the little things that can make a big difference, as well as major life changes. We can help older people with significant long-term health conditions and disabilities to claim Attendance Allowance, for example.



For the second consecutive year, Arnold Thomson are proud to support Age UK Northamptonshire as one of our nominated charities.

You can help us raise vital funds for them by following this link www.justgiving.com/ageuknorthamptonshire or scan the QR code. Why not visit their website to find out more about fundraising for this fantastic local charity!

Thank you

Please join us at Blakesley Show Saturday 3rd August 2024

We are all looking forward to the Blakesley Show on Saturday 3rd August. Here's hoping that we are blessed with better weather than last year as we invite you to join us for refreshments and a chat with our colleagues. Our raffle this year will be in aid of both Len's Light and Age UK Northamptonshire. There's an opportunity to win one of three prizes: a Magnum of Champagne, Dinner for 4 at the Moghul Rooms, Towcester and a Hartwell and Towbury Court Voucher. For more information on these two worthy charities, please see pages 20-22.



We hope that you have enjoyed this edition of the Field Leader and that you wish to continue to receive it. Please also let us know if you have any feedback for us.

Please let us know if you would like to join or stay on our mailing list by 'opting in'. You can do this by:

- 1) E-mailing us at paula.annetts@arnoldthomson.com
- 2) Indicating your preference on our Terms of Business, which you will receive when we open a new matter for you; or
- 3) On our feedback forms at the end of your transaction.



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