

BUSINESS FIRST

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Keep calm and carry on home working

'It used to be a welcome change. But now it's the new normal, it's awful!' The view of one client adjusting to Covid-19 home working highlights the challenges some are facing, as well as opportunities to do things in new ways, says **Tim Trout**.

Home working for some office jobs has been around since fax machines lit up the late 80s. But fast-forward to Covid-19 in 2020 and getting home working right is a commercial imperative, not simply a lifestyle choice. To help businesses survive the upheaval, it's essential everyone can find ways to be safe, happy, healthy – and productive.

HERE ARE FIVE TOP TIPS FOR MAKING HOMEWORKING WORK THAT BIT BETTER:

1 Timing is everything

Many people find security in routine. So create a new one minus the commuting. Establish start and finish times, as well as breaks for lunch and a stretch. You may need to tweak this to coincide with colleagues' availability or family commitments.

2 Location, location, location While not everyone has the luxury of a home study or office, a table and comfortable chair are important basics for your home base. Easy access to power, plus a strong WIFI signal, is of course critical. And if you do encounter WIFI issues, use your mobile phone's 'hot spot' to piggy back its data signal – remembering to switch off when done.

3 Bring our own device

Whether you're using a desktop, laptop, tablet or phone (or combination), you'll need reliable devices with a screen that's big enough for the job. Moving kit from office to home can be helpful. Business systems are increasingly cloud-based, which means your browser is one of the most important considerations of all. So make sure you're using an up-to-date version and that you're up-to-speed with any cybersecurity programs IT staff may recommend.

4 Get with the program

Even five years ago, we would not have had the connectivity and flexibility to collaborate as we now can. Conferencing tools such as Zoom, Whereby and Skype for Business enable even sizeable groups to 'meet' and exchange views and ideas - whether or not video is 'on'. Remember, though, that a chairperson might be handy for larger numbers - preventing it degenerating into a shouting match.

While a WhatsApp group is great giving everyone a simultaneous heads-up, think about SMS or i-Message when a one-to-one is enough. Too much information can be too much of a good thing.

5 And remember, you're not alone

There are countless places where you can ask questions about making the most of your home working set up, as well as find affirming human contact.

Start with your colleagues, friends and relations. Many will be getting to grips with the new normal just like you, while others will have cut their remote working teeth long ago.

Beyond your network there's an infinite number of home working resources you can draw on. Here are just a few to get you started:

Federation of Small Businesses

Guidance on home working health and safety:
<https://www.fsb.org.uk/resources-page/keeping-safe-while-working-from-home.html>

National Cyber Centre on Homeworking

Advice around security:
<https://www.ncsc.gov.uk/guidance/home-working>

LV Insurance

Home cover when working from home:
<https://www.lv.com/home-insurance/working-from-home>

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At the time of going to press the Coronavirus (Covid-19) pandemic was just taking hold. Look out for information from your law firm on the impact and what your business can do to navigate through this unprecedented event.

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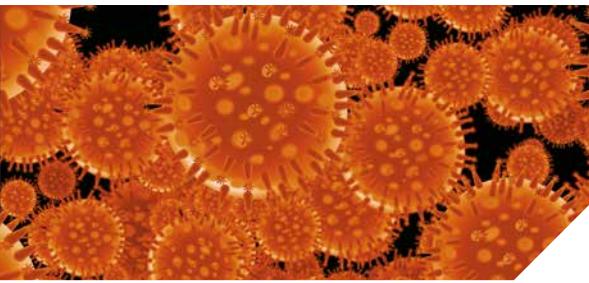
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**EDITORIAL**

Forward thinking for challenging times

As we go to press, the Coronavirus crisis is causing unprecedented upheaval around the world. How long these challenges will last is unclear, which is why in our Spring Edition we are sharing ideas for today and the rest of the year.

With many businesses having to roll out home working at short notice, as well as maintain office presence, our article on building staff trust has never been more timely. And our piece on the benefits of a proper lunch could help many staff adapt productively to their surprise new setting.

Efficient collaboration is of course critical for businesses in good times as well as bad. So our review of the role of business email and newer collaborative tools could instigate new ways of working. Pieces on flexible co-working spaces and making the most of Instagram, meanwhile, all offer useful insights for a post-virus world where many businesses will be reinventing themselves.

Elsewhere, Business First Spring 2020 offers thought-provoking content to inspire action once the storm has passed. From how to better manage NDAs, Shareholder Agreements and Permitted Development applications through to family business dispute avoidance strategies – even Brexit. There's lots here to help you shape your winning strategy now and into the future.

With very best wishes.

Tim Trout – Editor



Saving on IHT through BPR

Business Property Relief (BPR) provides relief from Inheritance Tax (IHT) on the transfer or disposal of certain business assets (i.e. relevant business property). This applies when the person owning the asset transfers them in their lifetime or they form part of their estate on death – as **Emma Houghton** and **David Lea** explain.



Sole traders, traders, partners, directors and shareholders all have an interest in understanding BPR conditions. These stipulate that:

- The business must be a 'qualifying business'.
- The asset must be 'relevant business property'.
- The person that owns the asset can only obtain relief if, at the date of transfer or disposal, they have owned the business asset which attracts relief for at least two years before the transfer or disposal.

Which common assets qualify for relief and what value of relief applies to the asset?

Assets which qualify for 100% Inheritance Tax relief include:

- A trading business or interest in a business (i.e. a sole trader business or partnership interest)
- Shares in an unlisted company
- Securities in an unquoted trading company which give control of an unquoted company
- A business or interest in a business
- Shares in an unlisted company.

Assets which qualify for 50% Inheritance Tax relief include:

- Shares in a quoted company which give control of the company (i.e. provide more than 50% of the voting rights)

- Land / buildings / machinery / plant that are used wholly or mainly for the purposes of the trading business undertaken by either a company or a partnership
- Land, buildings or machinery made available under a life interest that are used in a trading business carried on by the beneficiary.

When it comes to business assets, it's advisable to seek advice to maximise the availability of relief against Inheritance Tax as part of tax planning.

Business Property Relief on investments

In addition to obtaining Business Property Relief (BPR), it's also possible for individuals to acquire investments which qualify for BPR if they own a business.

Typically, the types of qualifying investments include:

- Shares in qualifying companies listed on the Alternative Investment Market (AIM)
- Shares in qualifying companies not listed on a Stock Exchange.

Benefits of acquiring BPR investments

If an individual makes a lifetime gift of an asset, generally speaking they will need to survive seven years from the date of the gift in order for the asset not to be included as part of the Inheritance Tax calculation when they die. One of

the key benefits of BPR investments is that they acquire Inheritance Tax relief, provided they have been owned for at least two years.

Secondly, another benefit of BPR investments is that they remain in the name of purchaser and do not need to be given away. If the investments are later needed for that individual's retirement, they can be sold.

It is always advisable to seek independent financial advice before making any such investments.



“Anyone with business assets should seek advice to maximise the availability of relief against Inheritance Tax as part of their tax planning”

New minimum efficiency standards for residential properties come in from April – as **Lauren Douglas** explains.



Don't waste your energy

The Minimum Energy Efficiency Standard Regulations (MEES Regulations) have been in place since April 2018 with the objective of 'encouraging' landlords to improve the energy performance of their properties. They've made it unlawful to grant a new lease of a substandard property, namely one with an EPC rating below E.

But from 1st April 2020 it will be unlawful to continue to let a substandard residential property, unless an exemption applies and that exemption is appropriately registered. This is a significant change and could impact huge swathes of residential lettings across the country. Similar provisions will be enforced in relation to commercial properties in 2023. Although this is three years away, it's an important consideration for commercial landlords currently granting leases with terms of three years or more.

The Regulations will apply to domestic private rented property and include properties let on ASTs (Assured Shorthold Tenancies). Residential leases granted for a premium and a long term (i.e. 125 years) may also be caught by the new rules if they satisfy the following conditions:

- The ground rent is in excess of £250 p.a. (or £1,000 in Greater London)
- The tenant is an individual(s)
- The property is used as the tenant's principal residence.

If a property subject to an existing tenancy does not have a valid EPC, there ought not to be any breach of the above requirements until such time as the requirement for an EPC is triggered.

ARE THERE ANY LANDLORD EXEMPTIONS?

A landlord is not required to spend more than £3,500 on any improvement works provided they have applied for the necessary exemption. Landlords can also apply for an exemption where:

- no improvements can be made because the cheapest measure would exceed £3,500
- the only relevant improvements are wall insulations and these would negatively impact on the building structure
- the improvements require a 3rd party consent which cannot be obtained despite reasonable efforts to obtain it
- the improvements would decrease the market value of the property by more than 5%
- a landlord is required to grant a new lease pursuant to an agreement for lease or court order (only new landlords for the first six months of ownership).

However, the landlord must apply for the appropriate exemption which will then be noted on a PRS Exemption Register for five years. After this, the landlord must try to improve the EPC rating or apply for a further exemption. Any registered exemptions will not pass on the sale of a property, and the new owner must either improve the energy performance or apply for their own exemption.

WHAT ABOUT THE PENALTIES FOR NON-COMPLIANCE?

Breaching the MEES Regulations by continuing to let a substandard property can attract a fine of up to £5,000 per property, per breach. It's therefore vital that landlords take appropriate steps to ensure that all residential properties within their portfolio have an EPC rating of at least grade E. Any which are substandard and continue to be let after 1st April, or where a new tenancy is intended, should either be improved or have the relevant exemption registered before that date. Consideration should also be given at this stage to any commercial properties which will be let within the next few years. This is to ensure readiness for the Regulations which also encompass commercial properties from 2023.



Although 2023 is three years away, it's an important consideration for commercial landlords currently granting leases with terms of three years or more."

IN SHORT

Minimum Energy Efficiency Standard Regulations (MEES Regulations) are changing from 1st April 2020 so that they apply to existing leases, rather than just new ones

This will impact large numbers of sub-standard residential properties UK-wide, with commercial properties coming under the Regulations from 2023

While landlords can apply for exemption in certain circumstances for a maximum five years, they should take legal advice on their obligations to avoid fines of up to £5,000 per property, per breach.



Let's do lunch

– Why lunch breaks are good for your health and your business

One of the best ways to boost your productivity and energy levels during a working day is to take a proper break, says **Hannah Lockyer**. However, many people neglect to stop for lunch – either not eating at all or munching away while working.



In fact, only a third of UK workers say they take a proper lunch break each day and many of them claim that it's workload or stress keeping them from taking the break they're legally entitled to.

A recent survey of 600 office workers found that 54% regularly work through their lunch break, 53% believed the culture of not taking lunch breaks to be widespread in their workplace and 20% felt under pressure from managers not to take a break.

MORE THAN JUST A GOOD MEAL

A break away from your desk (or at least from working) offers many benefits. For example, it can:

- Increase productivity, focus and creativity
- Reduce stress and fatigue
- Give your eyes a rest from the screen

- Reduce aches, pains or stiffness from sitting or carrying out manual labour
- Boost your mood and concentration levels
- Promote more hygienic eating rather than at desks, which can harbour bacteria
- Encourage people to consume fewer calories and eat better food, rather than eating while working.

Having an adequate break in your working day also gives you the chance to interact socially with friends or colleagues, get some fresh air, do some exercise – or simply run personal errands.



Firms that encourage people to use their lunchbreak stand to reap the rewards of a more motivated and productive workforce every afternoon”

INSPIRING PRODUCTIVITY

Firms that encourage people to use their lunchbreak – particularly those that promote a healthy workplace culture – could stand to reap the rewards of a more motivated and productive workforce every afternoon.

Ipswich Building Society is one such example, the company's inspirational culture encouraging employees to keep active and make the most of their lunch breaks.

They have a dedicated 'break out' space for staff to use, complete with a Wii for staff to play interactive games and they are also supportive of swimming and walking. Areas where people can eat a healthy lunch away from their desks are also provided.

The managing partner has seen many positive effects including a reduction in staff absence and turnover – both highly beneficial for businesses, whatever their shape or size.

MEETING LEGAL REQUIREMENTS

Under the Working Time Regulations, workers have the right to an uninterrupted 20-minute rest break during their working day if they work more than six hours a day. Depending on the type of sector that your company is in, this could be flexible in the form of a rigid structure.

As an employer you have a legal requirement to ensure that your workforce is protected under health and safety laws, part of which requires looking out for the

mental health and wellbeing of all staff. Facilitating breaks and ensuring that staff are not suffering from stress are both essential for meeting legal requirements, protecting your business and maximising the efficiency of staff.

FOOD FOR THOUGHT

No matter the size of your business or the industry you work in, all human brains need breaks and downtime to function optimally.

An adequate lunch break will boost the productivity and wellbeing of your team which in turn could see you benefit from higher profits, lower staff sickness and a happier, healthier workplace culture all round. The spin-off is attracting even more motivated staff who can work collaboratively to meet your business objective.

HOW CAN YOU ENCOURAGE STAFF TO BREAK THE NON-BREAK HABIT?

- **Lead by example** – if managers are seen to leave the office or take a noticeable break from their computer screens, others will feel more comfortable to follow suit
- **Avoid holding lunch meetings** or training over the lunch period – neither allows employees time to disconnect from working or have a proper rest
- **Communicate** the importance of taking breaks through your internal communications
- **Create** a dedicated break-out area in your workplace where people can eat lunch away from their desks
- **Encourage** activities over the lunch period – speak to local cafés, coffee shops or gyms to see if you can opt into a staff benefits scheme
- **Start up** a weekly running or walking club for your staff
- **Ensure** there's a range of healthy meals to choose from if you have a staff canteen
- **Explore** the apps and computer software out there you can use to remind staff to take their breaks
- **Stock** your kitchen or break-out area with healthy snacks and fruit.

IN SHORT

A recent survey shows more than half of British workers regularly work through lunch

Encouraging workers to take the time to which they're entitled can pay dividends in terms of productivity, worker motivation and wellbeing

Leading by example is one of the best ways to signal the value of proper lunch breaks for staff across a business.



THE FEEL-GOOD FACTOR

Build trust, boost your business



To deliver their best work, employees need to feel valued and looked after. However, a Forbes study of 27,000 executives found that over 50% of employees feel their bosses never respond to their problems constructively. **Manzurul Islam** explores ways your business can build trust with staff and reap the benefits.





Get it right and building trust can add directly to your bottom line. Studies have shown that an employee who trusts their employers is up to 12 times more likely to recommend the business”

Trust is tested most during times of adversity. So what can you do as an employer when things get tough to earn it from the staff who work for you?

1. LISTEN

- Be proactive – waiting passively for staff to knock on your door to share their views and problems is rarely effective
- Actively engage with staff by asking questions and inviting responses and feedback
- Be mindful of changes in mood, behaviour and even appearance as a sign something might be wrong. Have the conversation – but make sure you ask the right questions. The obvious “How are you?” might not get a straight answer. So ask more focused questions about a particular work task or problem.

2. ACKNOWLEDGE

- If you’re inviting staff to be honest with you, avoid reacting defensively and attempting to justify or explain away any issues. Show them you’ve listened, by thanking them for sharing their concerns
- It can take a lot of courage for an employee to tell their boss what’s really on their mind. If you dismiss those

concerns out of hand, it could discourage them from opening up again, and may impact the trust that enabled them to confide with you in the first place.

3. BE PATIENT

- Avoid the temptation to be the knight in shining armour who swoops in, takes over and tries to single-handedly fix the issue. This could exacerbate the problem as it disempowers the employee
- Work with the individual to find a solution they’re happy with and, if appropriate, let them take the lead. It might be that they need your authority to take a particular step or require additional resources from you. But often, they may just want a second opinion or sounding board.

4. FOLLOW UP

- Remember to re-visit the issue after the event. This not only shows the employee you’re sincere, which in turn reinforces trust, but allows you to check that the problem has been resolved satisfactorily – keeping the employee happy
- Going forward, you can bank on that member of staff having more confidence in your ability as a leader. In turn, this will boost your own reputation and that of your business.

Getting it right and building trust can add directly to your bottom line. Studies have shown that an employee who trusts their employer is up to 12 times more likely to recommend the business. The result will be that you’ve not only built a happy workforce, but activated an effective marketing tool at no extra cost.

IN SHORT

Building employee trust can make a difference to a business’s bottom line

Employers should actively listen to staff, acknowledge problems, work with individuals to solve them and check in after the event

With increased trust comes a happier workforce that’s more likely to recommend the business.



Paws for thought

WHAT A DOG CAN DO FOR YOUR WORKFORCE



More and more companies are welcoming employees' dogs into the workplace. Is it an unnecessary indulgence or a clever way to boost morale, team cohesion and productivity? **Nichola Scott** investigates.

With new generations joining the workforce, employees are beginning to expect more from an office than just the standard 9-5. Whether you can offer flexible working (allowing staff to work remotely, from home or within alternate hours), a four-day working week or other benefits, an employee's idea of work is beginning to shift. It means businesses who don't adapt will be left behind.

If changing office hours or working from home doesn't sound feasible, a smaller concession could be a step in the right direction. One option to explore is inviting employees to bring their dogs to work.

IN SHORT

Employees now expect more benefits from an office environment and workplaces are having to adapt

Inviting dogs into the office is a benefit that employees will value and is relatively easy to do

Office dogs can reduce employee stress, boost job satisfaction and help attract talent.



Dogs have a calming influence on those around them, and people in offices with dogs have been found to have reduced stress levels – regardless of whether the pet is theirs or someone else's"



SOME OF THE BENEFITS INCLUDE:

Reducing stress and generally improving mental health

On average, it can cost a business £1,300 per employee who has mental health needs that are not supported or addressed. Evidence shows that playing with or being around an animal can increase oxytocin (a stress-reducing hormone) and reduce cortisol (a stress-inducing hormone). Dogs have a calming influence on those around them, and people in offices with dogs have been found to have reduced stress levels – regardless of whether the pet is theirs or someone else's.

Increasing job satisfaction

Who wouldn't love their job more if they got to come to work and see a cute fluffy face every day? If stress levels are reduced, employees who sometimes struggle may view their jobs more favourably as the working day won't be something they associate with anxiety and strain.

Encouraging a healthier lifestyle

Any dog, whether at home or at the office, will need walking at times throughout the day. Sharing the responsibility among those who want to get involved and creating a

walking rota will encourage staff to be active, get some fresh air and take a break from their desk.

Building teams

Nothing brings a team together more than the shared love of an animal. Introducing a dog to the office environment could see people who often don't speak finding a common interest.

Supporting recruitment

Competitiveness in recruitment is crucial for hiring the best staff. If one office allows a dog and another doesn't, it could be a deciding factor as to where a potential employee will choose to work. Having the edge over competitors when it comes to hiring can mean attracting the top talent.

Boosting social media performance

Animal pictures and videos are often the best-performing on social media. If you work in a company that wants to increase its social media presence, sharing content about the office dog would be a great start. You'll make your social media channels work harder as well as coming across as a more approachable brand. Win-win all round.

FAVOURITE BREEDS

A recent ITV survey found that the UK's favourite dog breeds include the Staffordshire bull terrier, the ever-popular labrador and the on-trend cockapoo. For a dog to fit well into a workplace environment they shouldn't be prone to barking, must be well toilet-trained and happy to relax for much of the day. Depending on the individual dog's nature, any might make the perfect office companion.





Making co-working work for you



Recent years have seen the rise of co-working or flexible office space – benefiting small business and entrepreneurs who are spared big initial outgoings and legal commitments. Getting it right from the start is key, says **Michelle Cox**.





The benefit of a Tenancy at Will is that there is little confusion over such an agreement as it is determinable on immediate notice by either party.”

Many empty commercial units have been redesigned entirely for our flexible age.

The theory is that small businesses and entrepreneurs can share space without committing to the financial and legal ties of a lease, yet still have a ‘workplace’ life. It also helps those who are starting out on a business venture, allowing them to concentrate on core activities and worry less about long-term financial liabilities if things don’t go to plan. When these arrangements work well, they generally don’t bring any significant legal issues. When they don’t, however, there can be complications.

SERVICE AGREEMENTS AND LICENCES

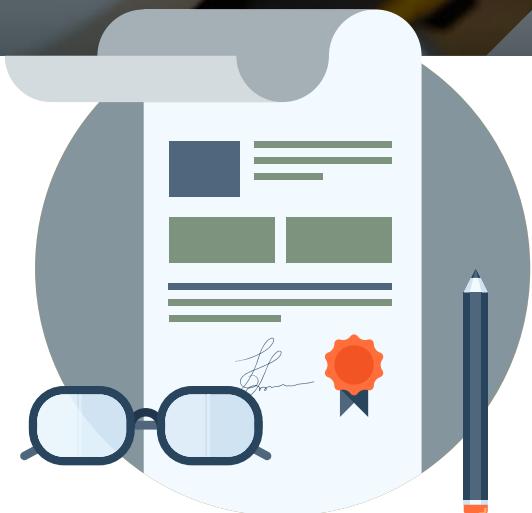
Many businesses use service agreements or membership schemes to provide space on a completely ad-hoc basis over several locations for a monthly fee. Such venues also tend to provide additional facilities such as a gym, café or kitchen etc. When these are enjoyed by like-minded users and providers they’re a huge success. Similarly, common licence agreements in larger office spaces to provide hot desks (ensuring users are not afforded the same space for any period of time to avoid any tenancy being construed), can also work well.

However, many providers use licences and even service agreements in circumstances that don’t necessarily fit what’s required. For example, they might be using regular venues when the work space area in question includes exclusive occupation of a small, locked office for example. If such agreements go on for long periods, they become a risk that more is being granted than is anticipated. If relationships then break down, lines can become blurred and problems arise.

MANAGING EXCLUSIVE OCCUPATION

For some such situations, like those with exclusive occupation of an area (however small it may be), a simple documented Tenancy at Will may be the best option for all involved. As it is a tenancy there is no issue in seeking to avoid the arguments around tenure. However, it can involve a specific small office or room on a relatively temporary basis. While there is no requirement to provide a ‘term’, it would generally not be for more than 12 months in total, after which time it would be wise to move on to alternative office space. The benefit is that there is little confusion over the nature of such an agreement. It is exactly what it says it is – a Tenancy at Will – determinable on immediate notice by either party.

The key to success lies in ensuring the right agreement is used for the right type of occupation or intended use. If the parties are clear, and intentions are discussed and unambiguously set out, it can be a successful and happy working relationship for many.



IN SHORT

Dedicated co-working spaces are on the up, with more and more opportunities coming to market

However licences – and sometimes service agreements – are sometimes being used in inappropriate circumstances that can lead to problems should relationships break down

A Tenancy at Will can be a simple but effective way of avoiding any confusion – no matter how small the space involved.



BREXIT AND YOUR BUSINESS

...THE STATE OF PLAY



Our businesses are resilient and innovative.
There is no question that most will survive and, subject
to the new trading regime that emerges, prosper”



Britain has formally left the EU and talks on a new trade deal with Europe are under way. FBC Manby Bowdler Brexit Director **Peter Wilding** – the man who invented the word Brexit – explains just what that means for business.

We might now be out of the EU, but don't think for a minute that Brexit is done and dusted. In fact, in many ways, the really hard work starts now. The Government's pledge to get a free trade deal agreed with the EU by New Year's Eve 2020 means it has committed to meeting an eye-wateringly tight deadline, which will give it little room for manoeuvre during negotiations.

The search for a quick deal will either mean the UK signing up to the EU's terms – with all the tariff and regulatory burdens that would entail – or rejecting them and facing even harder tariffs and regulatory burdens under the WTO regime.

The worry for business, of course, is that if the last three years have taught us anything, commercial imperatives will always take second place to politics.

Where does business stand – and what should you be doing?

In many ways, 2020 will be more of the same. The transitional period keeps single market access and thus current supply chains intact. The only difference is that under the radar, the Government will be reshaping the country's economic order. Given that this cannot happen until it has made up its mind as to what trade deal it wants, business now must make up the Government's mind for it.

I have always said that, because business has other things to think about on a daily basis, the two low-hanging-fruit imperatives to focus on are contracts and compliance.

Businesses across the country need to ensure that all the legal terms and conditions by which they operate are watertight regarding the costs and liabilities which may result from the economic upheaval that is coming. And they also need to

make sure that all the regulatory and financial compliance requirements previously not needed as members of the single market are now considered and put in place.

I have visited many companies whose contracts and compliance procedures haven't been considered for decades. This will need to change and a good law firm will help ensure that you are protected from surprises.

Focus on decision-makers

Finally, you need to know how the government intends to deal with your sector in the negotiations. Will it understand your requirements and fight to protect you from adverse consequences – or will your sector suffer in the inevitable trade-offs and compromises that will emerge? That will require you to do something unusual for most businesses: influence decision-makers.

As some MPs once told me – for them the benefit of Brexit is that they will have new powers previously devolved to Brussels. They will now be required to serve their constituents by ensuring that their business communities are not sold down the river.

As a former lobbyist I know how this works.

Get ready, get set

Our businesses are resilient and innovative. There is no question that most will survive and, subject to the new trading regime that emerges, prosper. If politics had not plagued this issue for so long, we could expect a long transitional period until a reasonable free trade agreement was reached.

After all, the government has the option to keep everything the same for another three years under the Withdrawal Bill. Because of politics we have to expect that this will not be palatable to the Prime Minister. So now it is time to get ready and prepare.



Businesses across the country need to ensure that all the legal terms and conditions by which they operate are watertight regarding the costs and liabilities which may result from the economic upheaval that is coming."

IN SHORT

The hard work of Brexit is just starting, as the Government has committed to a tight deadline for trade negotiations

Businesses need to focus on contracts and compliance – a good lawyer will help you get your legal contracts and compliance procedures shipshape

Make sure you understand how the government intends to deal with your sector in negotiations. Get out there and influence decision-makers if you can.



TAKE NOTE

The role of the notary public post Brexit

After several years of negotiations and delays, Brexit became reality at 11pm on 31st January 2020. **Michael Callaghan** (who qualified as a notary in September 2019) explains the role of the notary public and how it might become of greater importance enabling reliable post-Brexit international trade to continue with our former EU partners.



735
active notaries
England and Wales



WHAT IS A NOTARY PUBLIC?

A notary public represents the third and oldest branch of the legal profession in England and Wales. It also has the fewest members. There are currently only around 735 active notaries, mainly either practising in firms which specialise in notarial work which are usually based in London, or within solicitors firms which aim to provide a 'full service' to their clients.

The role can be traced back to the Roman Republic, where notaries public recorded the facts of judicial and governmental proceedings. The first notaries public appeared in England in the 13th century and were appointed by the Archbishop of Canterbury by authority of the Papal legate.

Today, a notary is still appointed and regulated through the Faculty Office of the Archbishop of Canterbury, even though the role itself is now secular.

WHAT CAN A NOTARY DO?

A notary public helps both corporate clients and private individuals primarily by authenticating and certifying signatures and documents used in international transactions. While they can also carry out a wide range of non-contentious legal work such as conveyancing and probate, they can't undertake litigation on behalf of clients.

As well as the certification of documents, a notary also makes sure that their UK clients understand the documents they are signing, that the documents are properly executed under English law and, as far as possible, that they comply with the law of the country where the document is to



be used. Services also include certifying identification papers and witnessing powers of attorney, oaths, affidavits, statements and declarations.

In addition, a notary can certify contracts and tenders for businesses, assist in the purchase of property and ensure that business decisions taken in the UK can be communicated to trading partners abroad in a form that ensures they can be trusted. Let's take the example of a UK firm transacting business in China which wishes to communicate a decision or resolution to its trading partners there – such as a change of local authorised agent. Those trading partners would need to be absolutely certain that any resolutions and decisions by a UK company are legitimate and can be relied upon. As trust is not established automatically in international trading the signature and seal of a notary helps to allay any concerns around the legitimacy of such documents.

CHANGE IS AFOOT

It is possible that the notary's role will evolve post-Brexit and into the transition period. Mutual rules relied upon by EU partners to smooth international trade might alter as part of the decoupling process from Europe. New rules will be defined. One possible way forward is that the rules that apply to non-EU countries could be extended into the EU. If the recipient of documentation in a business transaction needed to trust the instructions or order that they had received, they could look to a notary with an internationally acknowledged qualification to provide that assurance.

It will be interesting to see how this all evolves through 2020 and beyond.



A notary public helps their corporate clients and private individuals primarily by authenticating and certifying signatures and documents used in international transactions"

IN SHORT

A notary public is an ancient profession dating back to the Roman Republic – just 735 practitioners are active in England and Wales

Their role involves certifying and witnessing documents for corporate clients and individuals

The post-Brexit landscape may see more opportunities for notaries.





NDAs

Making yours watertight?



From Donald Trump to Philip Green, non-disclosure or confidentiality agreements (NDAs) have recently grabbed the headlines. So when are the agreements good business practice and how do you make them legally watertight? Asks **Evangelos Kyveris**.

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Recent scandals serve as a reminder that NDAs may not always be enforceable – even in circumstances when all contractual elements are present to create legal obligations”

NDAs have been put firmly in the spotlight in the wake of the Weinstein saga and the accusations against Sir Philip Green and Donald Trump. The suggestion is that the technique was used to 'hush up' certain allegations.

With so much media and parliamentary scrutiny, it is inevitable that the use and enforceability of NDAs have been brought into sharp focus.

WHAT IS AN NDA?

While the use of NDAs in today's business world doesn't generally tend to be as sinister, the best way to keep legitimate business information confidential is not to disclose it in the first place. However, if you do need to share confidential information, it can be helpful to put an NDA in place.

An NDA is a legally binding contract, under which the parties agree to share private and/or confidential information, and not to disclose that information for a defined period.

It is an important legal tool used by businesses to protect business secrets, and regulate and record the flow of confidential information which can be one way or mutual. NDAs therefore come in all shapes and sizes.

However at their core they have one clear objective: to identify confidential information and to establish how and in what context that information can and cannot be used with reference to a specific permitted purpose.

WHEN ARE NDAS UNENFORCEABLE?

The recent scandals and attendant public debate serve as a reminder that NDAs may not always be enforceable – even in circumstances when all contractual elements are present to create legal obligations. There are some situations when a court will refuse to enforce a non-disclosure agreement that otherwise seems to be legally binding.

SEVEN RECOMMENDATIONS FOR ENSURING YOUR NDA IS ENFORCEABLE

- 1. Name the correct parties:** identify and contract with the correct legal entity by listing both its legal and trading name, as well as its registered office address and company number.
- 2. Ensure binding authority:** check that the document is signed by an appropriate director or officer of the counterparty who has authority to sign on its behalf.
- 3. Establish what information is protected:** clearly define 'confidential information' and limit confidentiality to information that is truly necessary to be kept a secret. Although it may be tempting, avoid using a catch-all clause.
- 4. Consider the duration:** think about how long the confidentiality should last for. Between three and five years is common.
- 5. Take restraint of trade into account:** ensure that any non-compete clause or restrictive covenant protects some valid and legitimate interest linked to the NDA. Otherwise it may be deemed an unreasonable restraint of trade.
- 6. Check for permitted disclosures – expressly recognise that the NDA does not prohibit certain disclosures such as information:**
 - provided by a third party
 - already known prior to the NDA or in the public domain
 - developed independently
 - relating to professional misconduct – such as sexual harassment towards employees or clients
 - protected by law
 - reportable to regulators and/or law enforcement agencies
 - connected to ongoing criminal investigations and prosecutions.

- 7. Take legal advice:** ensure that all parties have obtained independent legal advice before signing the NDA and include a statement to this effect to avoid the suggestion that any party took unfair advantage.

Even in circumstances where an NDA is enforceable, it is still required to prove that the counterparty breached its terms by making the information public – which can be difficult.



Separating the myths from reality



While shareholders that know each other well might question the need for having a Shareholders Agreement in place, in reality this is often the situation where one is most needed, says **Courtney Hamer**.

WHY DO I NEED A SHAREHOLDERS AGREEMENT?

When two parties come together as shareholders – often also as directors of a company on a commercial basis and with no background knowledge or previous dealings between them – they will usually soon reach the conclusion that a Shareholders Agreement will be required. The rationale is to resolve key matters concerning the company and the relationship between the parties that are likely to arise in the future.

When shareholders of a company have a more personal relationship or have previously been in business together, they may be less likely to see the need for such an agreement. Experience, though, suggests these are usually the situations where a Shareholders Agreement is needed most. If the relationship between the parties breaks down, they will all wish to ensure that there's a pre-defined exit route for any one or all of the company's shareholders.

TACKLING DEADLOCK PROBLEMS

One typical deadlock situation is where there are two shareholders of a company who each own 50% of the company's issued share capital and are also both directors. If the parties cannot agree with each other in relation to how the company should be run, then they will be deadlocked at both board level (i.e. unable to pass a board resolution as they have one vote each) and also at shareholder level. A Shareholders Agreement can contain provisions to resolve deadlock situations such as an agreement to bring in a third party. This could be to resolve the deadlock at board level or to issue a new class of shares to a third party so that a shareholders resolution can be passed. The Shareholders Agreement can contain provisions as to how a shareholder's shares will be valued in a deadlock situation to enable one shareholder to exit the company. This would give the remaining shareholder control in order to take the company forward.



One typical deadlock situation that commonly arises is where there are two shareholders of a company who each own 50% of the company's issued share capital and are also both directors"

WHAT DOES A SHAREHOLDERS AGREEMENT COVER?



A Shareholders Agreement contains bespoke terms relevant to the particular company and includes provisions regarding its future. It can contain specific provisions as to how disputes between the parties will be resolved, including how to approach deadlock situations.



Such an agreement can also contain provisions as to who can purchase a shareholder's shares in the event of their death, illness or bankruptcy, how the price for the shares shall be determined, and over what period payments for the shares shall be made.



Other matters commonly covered within a Shareholders Agreement include: how the composition of the Board of Directors will be determined; the distribution policy for the company; restrictive covenants relating to a shareholder after a sale of their shares; and provisions concerning the future funding of the business.



Generally, a Shareholders Agreement can only be amended with the consent of all parties. Provisions can be added to ensure that any future shareholders of the company agree to be bound by the terms of the Shareholders Agreement via the use of a Deed of Adherence.



A Shareholders Agreement is a private contract between the parties and may or may not include the Company itself as a party. A Shareholders Agreement can include a clause that ensures that its provisions shall prevail over those of the company's Articles of Association if that is what is intended by the parties.

IN SHORT

The situation where shareholders know each other well is often when a Shareholders Agreement is needed most

As well as minimising conflict should shareholders 'fall out', amongst other things a Shareholders Agreement can protect minority shareholders, hold management accountable, help avoid disagreement over remuneration and dividends, and manage confidentiality and restrictions

Putting an agreement in place before a shareholder problem arises is key.

NEXT STEP

There are many reasons why shareholders should have a Shareholders Agreement in place. That is why we would encourage any who do not have a Shareholders Agreement in place to seek legal advice to discuss its potential benefits.



Family ties

Why every family business should have a Shareholders' Agreement



A Shareholders' Agreement can be invaluable for avoiding family conflict and misunderstanding down the line – explains **Alex Jeffery**.



Unlike Articles of Association, any Shareholders' Agreement is a private document reflecting the agreements between the shareholders.

The recent 2018-2019 report from the Institute of Family Business (IFB) shows that there were approximately 4.8 million family-owned businesses in the UK in 2017.

These constituted just over 85% of all private sector firms in the country.

The size of these family operations varied from one or two employees through to firms with in excess of 250 on the payroll.

In many cases, first-generation owners of family-managed businesses have run their enterprise without any legal difficulties, so they often don't see any benefit in having a Shareholders' Agreement in place.

While such an agreement is not a legal requirement, it is a useful document for any incorporated family businesses as it regulates the:

- relationship between shareholders
- management of the company ownership of shares
- protection of shareholders.

Unlike Articles of Association, any Shareholders' Agreement is a private document reflecting the agreements between the shareholders. However, it does not need to be registered at Companies House.





The Agreement can clearly set out the responsibilities and structure of those involved within the family business – helping to avoid potential family disputes and ensuring that everyone is working together for the benefit of the business as a whole”

WHAT DOES A SHAREHOLDERS' AGREEMENT COVER?

A Shareholders' Agreement can provide provisions that can govern:



Dividend policy

These policies will vary from agreement to agreement, and can be tailored to suit the needs and circumstances of the business. Provisions are recorded to ensure that the family members agree on how profits will be paid from the business to each of the shareholders.



Issuing and transferring shares

A Shareholders' Agreement can provide mechanisms that govern events. For example, they can detail procedure if one shareholder wishes to sell their shares or clarify rights for existing shareholders to purchase shares upon sale.

There can also be mechanisms put in place to cover events such as the unexpected death of shareholders, which can put positive obligations on the business to buy back such shares from the deceased's estate. This may be particularly important if there's a desire to avoid unconnected third parties becoming involved in the family business.



Provisions for protecting minority shareholders

A Shareholders' Agreement can provide protection for minority shareholders by ensuring that certain decisions – for example, the issue of further shares – can only be made with the unanimous consent of all shareholders. The agreement may also contain certain provisions that can protect minority shareholders in the event of majority shareholders attempting to sell their shares.

GETTING IT RIGHT

The above is not an exhaustive list of the available clauses that a Shareholders' Agreement can cover, but a flavour of the options that every family business should consider. The Agreement can clearly set out the responsibilities and structure of those involved within the family business – helping to avoid potential family disputes and ensure that everyone is working together for the benefit of the business as a whole.

The drafting of Shareholders' Agreements are complex and often require careful consideration. That's why it's vital that family businesses get specialist advice to ensure that these agreements are tailored to their specific needs.

85%

of all private sector firms in the country are family-owned businesses

IN SHORT

A Shareholders' Agreement isn't a legal requirement, but a useful document for future-proofing relationships in any incorporated family business

The Agreement can help define dividend policy, govern the issue and transferral of shares and protect minority shareholders

Critically, Shareholders' Agreements can be tailored to a business's individual requirements.



AVOIDING DISPUTES



John Wiblin, Partner and Head of Dispute Resolution, talks about some of the legal issues that can arise within family businesses and how to avoid them.

How are you involved with family businesses?

I usually get involved when a dispute arises between the owners of the business. My other colleagues at may be involved in setting-up businesses, preparing their shareholder agreements and other corporate governance papers, and in succession planning for the business as older family members want to retire. And our employment team has a role to play too because family members may be employees of the business.

Are any legal problems unique to family businesses?

All businesses need to be set up correctly and any business can have a dispute with their employees or have its owners fall out between themselves. The family dimension can mean that there is a reluctance to talk about these issues before any problems arise. It means that if there are problems, the repercussions can be very difficult for everyone, even those family members that don't work in the business because in these circumstances individuals tend to choose sides quickly.

What legal problems are most common for businesses of this kind?

The most common issue is that insufficient plans have been made about who will take over the business when older family members retire or if one of them passes away. In the case of a traditional partnership, unless measures have been put in place in advance, the partnership is liquidated automatically when one of the partners leaves or dies. With companies, shares may pass to the spouse of a director who worked in the company but the surviving spouse may have no experience of the business.

Can anything be done to prevent these problems?

A shareholder agreement or partnership deed entered into at the outset and updated regularly can address most of these issues. As can keeping stakeholders in the business apprised about what is likely to happen in future. Many difficulties have their roots in a difference between expectation and reality. And it's hard on people when expectations that have been relied on for years are suddenly dashed. Harder still when it's done by a family member.

What sort of 'expectations' do you mean?

That someone will become a director, or that the business will be sold or not, or that shareholders are guaranteed a consistent income. Any business can have a period of bad trading or when it needs to keep capital in reserve to meet a new challenge. In those circumstances, directors have a duty not to declare a dividend. That can be difficult when they have family members who rely on receiving those funds.

What is it like to act for family members in bitter disputes?

It is hard to avoid taking on some of the stress that clients feel when they are under pressure from other parts of their family. But it can be rewarding too because I know the input I provide makes a difference to people. I am often the only person outside of the family with whom my client can discuss matters and get a different perspective.



Sharpening your image

TOP TIPS FOR WRITING INSTAGRAM CAPTIONS



One billion monthly users. 200 million users visiting at least one business profile daily – with one third of the most viewed stories from businesses. These Hootsuite stats show why companies should be making the most of Instagram with engaging captions, as well as inspiring pictures, says **Tom Chesher**.

With its focus on bold, creative imagery, Instagram is one of the most powerful social media sites around. And alongside its growing appeal for businesses, it's also overwhelmingly popular with young audiences: 70% of its userbase is under 35.

But, while most people think long and hard about the images they choose, the words are often rushed out or overlooked entirely. Follow these five simple tips to boost engagement and make your posts as Instagram-friendly as possible:

1. Be informal without getting 'down with the kids'

Talking across generations is always tricky, and Instagram is no exception. When posting for younger audiences, it's tempting to slip into more youthful language or slang. But this is the first way to come across as out of touch. Or to end up losing your tone of voice altogether. Be informal, chatty, but (above all) be true to your brand.

2. Emojis are 😎🔥

Emojis are here to stay. Not only a simple way to grab attention, they also make text-heavy posts less daunting. Instead of including a few random smiley faces

at the end of your post, try using emojis more creatively. This could mean dropping them in mid-sentence, as line breaks or as substitutes for words ("I wandered lonely as a ☁️" is still undeniably Wordsworth). Be wary of flooding your copy with them, however. More than two per post is a bit, well, 😊

3. Question everything

One of the simplest yet most effective ways to boost engagement is to ask open questions. These encourage your followers to take specific action and interact more closely with your posts. Start with a strong opening line or hook – a bold opinion or a topical reference – then ask your audience what they think. If a question doesn't leap out at you, try asking your followers to engage with your image in another way – such as "Tag a friend who would love this pic!"

4. Schedule for success

Equally as important as the wording of your Instagram captions is when your post is published. Newer posts are prioritised by Instagram and therefore attract the most engagement. You can schedule a post to go live at peak times of the day (usually around 5pm) based on your audience demographics. Of course, always make sure you keep your brand integrity intact by



Be wary of flooding your copy with emojis. More than two per post is a bit, well, 😊"

accurately reflecting the time of day in any pre-scheduled copy (so you might want to drop that 'Good morning' line from anything that goes out in the evening).

And don't forget, quality trumps quantity. Too many posts in a short period of time could exhaust your audience and put them off your brand.

5. Tag your work

Engagement is built on traffic. And hashtags are a great tool to make your posts visible to your target audience. But there's a key balance to be struck. Always use hashtags sparingly making sure they're relevant to the content and your audience. If you just throw a few generic hashtags onto the end of each post, you may not reach the customers – and communities – you really want to connect with.

Remember, too, that Instagram guidelines advise that any posts containing sponsored content must be disclosed as ads by using the #Ad or #Advert hashtag.



While managing overload brings benefits, the fact remains that email is a growing force in global communication”

Signing off from email? ...its reported death may be premature



Email has been around for decades. But is there any truth in reports that it's failed to secure its place in the future of the workplace? And are new workplace collaboration platforms stepping on email's toes? **Gareth Hodgson** investigates.

Back in the early 2000s when I was a freelance IT contractor in Brussels, there was a magazine article above the photocopier relating to the concept of the paperless office. "Ni pour demain ou après demain" (Neither for tomorrow or the day after tomorrow) the sub-title read. This sentiment holds, I think, for the supposed demise of email.

Stemming the tide

One of the first companies that committed to eliminating emails for internal use was Atos Origin in 2011. Its then CEO, Thierry Breton, had already been an email refusenik for around five years. At the time, Atos employed

over 70,000 people in more than 40 offices. The original goals were to prevent constant interruptions from new incoming email on the basis that emails were a form of knowledge pollution. Even in 2011 emails were seen as encroaching on personal life. Atos addressed these issues by developing an internal social network for project collaboration employees could dip into at a time convenient for them.

Alongside the overload challenge there are also email's technical shortcomings. When modern email was invented in 1972, there was no requirement to be able to exchange multi-megabyte files such as images. Neither was any thought given to validating that the 'from' address on a message corresponded to the actual sender.

At the time, Atos employed over 70,000 people in more than 40 offices.



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The number of emails an average office worker receives each day

Source: Campaign Monitor



4.04 vs 4.37 billion

Growth in email users
2020 to 2023

Source: Radicati



\$60.74 billion

Estimated value of the cloud business email market by 2022

Source: Statista

Was Atos' experiment a success?

A Harvard Business School article in 2016¹ reported that while email usage had not been eliminated within Atos, traffic was reduced by 60%. The article also reported a small scale experiment where US army civilian workers were cut off from email, resulting in stress reduction plus increases in productivity and face-to-face communication. Other studies showed that comparable results could be achieved by limiting the number of times that email is checked per day, or only checking at certain times.

But while the Atos experience has no doubt also been felt elsewhere, the fact remains that email is a growing force in global communication.

The technology market research firm Radicati predicts the number of global email users will rise from 4.04 billion users in 2020 to 4.37 billion in 2023. Statista, the business data platform, suggests that email volumes sent every day will rise from 306.4 billion to more than 347.3 billion over the same period.

What next?

While Atos had to develop its own software, there are now a profusion of programs and apps which allow users to work together – some 654 according to the Capterra website (www.capterra.co.uk).

One of the most popular is Slack which offers a variety of instant messaging options from shared channels to private messaging, while also allowing file sharing. Notifications can be generated within Slack or sent to email. The program also features built-in integration with other widely used packages.

The more task-orientated Trello advertises itself as a virtual whiteboard filled with sticky notes. These notes can be shared between team members to provide a repository of information relating to a specific task. Users can also arrange notes within lists, assisting project management.

Both Slack and Trello offer a free, limited functionality version with full functionality available as a paid upgrade.

The rise of alternative networking programs means it may well be time not only to review where email sits in the overall IT portfolio, but to set company rules as to when and how it can be best used. But while these tools may reduce or remove the need to use email internally, there are no equivalents for external communication. All in all it seems that email is hardly likely to join the fax machine in the electronic graveyard just yet...



IN SHORT

When modern email was invented in 1972, there was no requirement to be able to exchange multi-megabyte files such as images

email users will rise from 4.04 billion users in 2020 to 4.37 billion in 2023.

Slack and Trello offer a free, limited functionality version with full functionality available as a paid upgrade.

¹ <https://hbr.org/2016/06/some-companies-are-banning-email-and-getting-more-done>



LEAN OFFICE: THE NEXT LEVEL

Top tips for managing workplace waste



In the UK, there are more than 50 non-profit organisations which collect, renovate and supply computer equipment to deserving causes"





Everything that comes into the workplace is potential waste, whether it's ordered, posted through the letterbox or brought in by staff. **Norman Faulkner** shares top tips for reducing your environmental impact – and saving money.

START SMALL, AIM HIGH...

1. Order less

- Review all inventory streams and decide which items are necessary
- Check out the stationery cupboard and take note of excessive stock.

2. Use less

- Conduct a review of all the materials and items that you use, including everything purchased by the company. Aim to reduce your usage or do without them if possible
- Be selective about what you print. If you do need a printed document, make sure that the two-sided duplex option is selected and that 'fit to page' is the standard setting. This prevents you from printing one or two lines on a separate sheet of paper
- Avoid mass-produced disposable ballpoints – consider using pens that can be refilled instead
- When purchasing new office printer equipment, look for the most efficient option rather than simply the cheapest in terms of prints per cartridge.

3. Reuse and recycle

- Sort your waste into categories and have procedures in place to make sure that different wastes do not become mixed. Recycled 'waste' can be 30% cheaper to remove
- Business waste and recycling is generally sorted into four categories: general, dry, food waste and glass
- Printer ink cartridges can be reused and recycled. Many charities, such as the RSPB, earn donations from recycling used cartridges

- Reuse cardboard boxes and other packaging as office storage
- Paper that's only been printed on one side can be reused as note paper.

4. Get smart with larger items

- Auction any unwanted office equipment online or donate it through Freecycle
- Dispose of computer waste by returning the machine to the manufacturer, taking the item to a professional waste disposal facility, or donating the equipment to a non-profit organisation. In the UK, there are more than 50 such non-profits which collect, renovate and supply computer equipment to deserving causes
- If you do decide to donate your computer to charity, be sure to check that appropriate security measures are in place to prevent unauthorised access, alteration, accidental loss or destruction of personal data. This is a legal requirement.

5. Have the conversation about other people's waste

- If you have work carried out on your premises, agree in advance that contractors take their waste away with them
- Check whether your suppliers have return schemes for packaging or if you can negotiate these into arrangements. When you purchase new equipment, ask the suppliers if they can take the redundant machine away
- Download a form from the Royal Mail website or put a note above your letterbox to discourage junk mail.

Checklist

These are just some of the ways you can reduce waste in the workplace. Start small and aim high. And always remember the 5 Cs:

COMMUNICATE: Waste reduction requires buy-in from all staff. Share the aims and objectives of any planned reduction scheme with all involved at the outset

CONSIDER: When evaluating the quantity of waste being removed from the company's premises, think about how the waste got there in the first place. Was it essential for the functioning of the business?

COMMIT: Lead by example and remain committed to the goals and aspirations agreed at the project's outset

CHALLENGE: Why is this in the bin? Can we eliminate this waste? Can we recycle more?

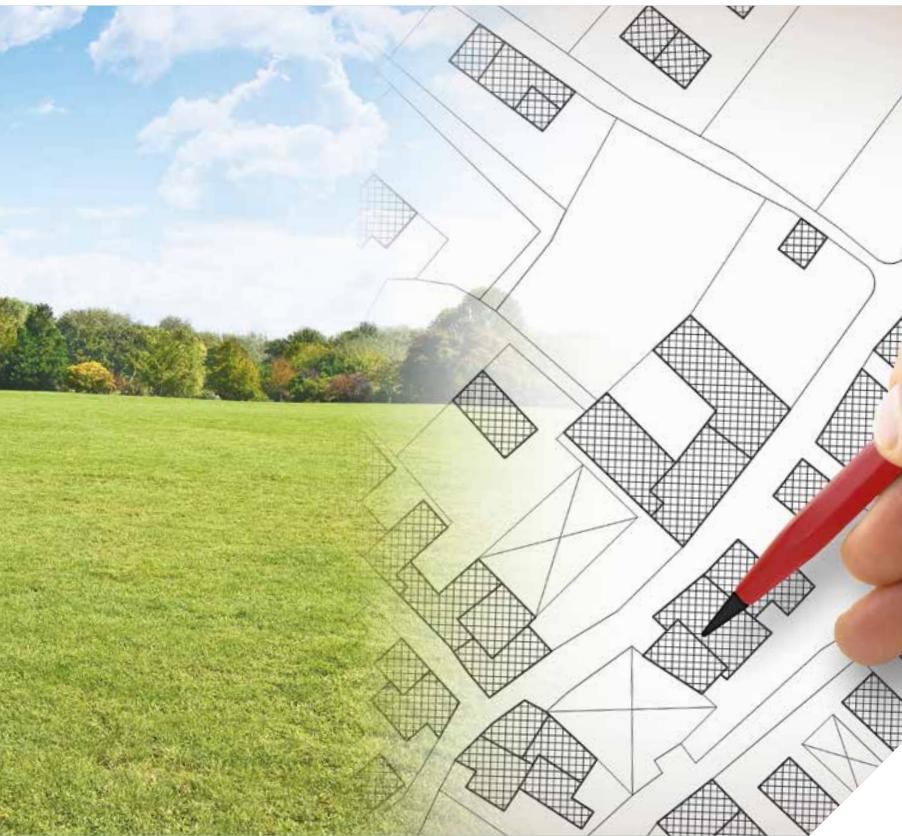
CONTINUE: Waste reduction is a continuous project which needs re-invigorating and improvement at regular intervals as the scheme matures.



Getting on top of permitted development



Planning permission is required under the Town and Country Planning Act 1990 (the 'Act') if you wish to carry out any development of your land or buildings. With development widely defined by the Act and covering most works and changes of use, **Ian Riley** explores the development orders required for certain types of work at national, local and neighbourhood level.



NATIONAL PERMITTED DEVELOPMENT

England's Town and Country Planning (General Permitted Development) (England) Order 2015 (SI 2015/596) (GPDO 2015) is effectively a national grant of planning permission. Schedule 2 to the GPDO 2015 grants planning permission for 'permitted developments' including:

- Minor operations – for example, the erection of boundary walls
- Changes of use – for example, for a restaurant to be converted into offices or a retail shop. However, as the range of permitted changes of use are extensive and too lengthy for this short article, the Schedule must be checked on a case by case basis
- Temporary buildings and uses – for example, use of land for events such as races, markets etc

As permitted development may be subject to certain exceptions, limitations and conditions, it's important to check Schedule 2 to the GPDO 2015 very carefully.



A Local Development Order can enable vacant shops to be used for temporary purposes such as clinics, day centres, art galleries or museums – supporting an area until demand for retail premises starts to improve”

LOCAL PERMITTED DEVELOPMENT

A Local Development Order ('LDO') deems planning permission to have been granted for specific development or specified classes of development within a defined area. Local Planning Authorities have a discretionary power to make LDOs within their areas.

The LDO may relate to all the land within the Authority's area or may be restricted to part of that land or to a specific site, such as a business park.

LDOs are intended to help speed up the planning process as they streamline procedures by removing the administrative burden of the planning application and decision making process.

Because one of the benefits of LDOs is tackling localised problems and issues, they

can be used as a mechanism to bring life back into failing high streets. For example, permitting vacant shops to be used for temporary purposes such as clinics, day centres, art galleries or museums can support an area until demand for retail premises starts to improve.

The benefits are obvious in respect of speed and reduced costs. Such temporary uses of land and buildings also provide the requisite flexibility to allow events, car boot sales and other local economic activities to be held without the disproportionate burden of planning constraints.

NEIGHBOURHOOD PERMITTED DEVELOPMENT

A Neighbourhood Development Order (NDO) can be made by the local planning authority via an initiative of a parish council (or a neighbourhood forum if an

area doesn't have one). As with the other types of permitted development, NDOs are intended to streamline the planning process and remove administrative burdens. However, their scope is at a much more localised level. While there are various types of NDO, a detailed analysis of them is again beyond the scope of this article.

IN SHORT

National, Local and Neighbourhood Permitted Development Orders under the Town and Country Planning Act 1990 can save on both time and costs

However, the lack of application process and feedback can lead to inadvertent breaches of planning laws

Understanding the limitations of development orders in detail is key to avoiding problems down the line.

WEIGH UP THE RISKS

There are, though, inherent risks in relying on permitted development rights. One obvious concern is that as you're not making any application to the local authority in respect of your actions, you have no feedback on your proposals and may inadvertently fall foul of the relevant order(s). Also, orders often impose conditions on permitted developments.

So, as always with legal issues: the 'devil is in the detail'.





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Getting on top of permitted development

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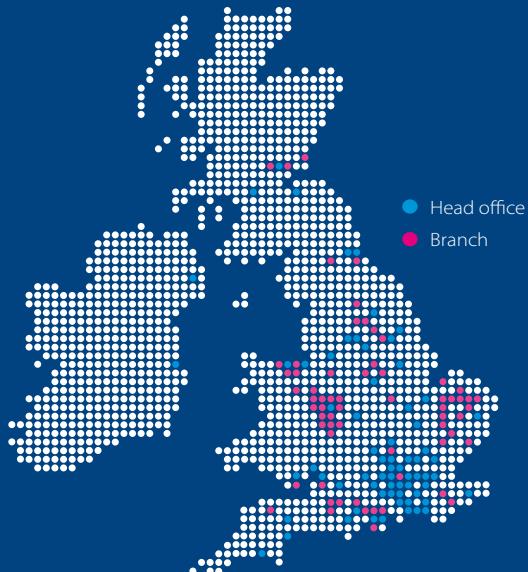
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