

Employment Assure Service Launched

Walker Foster has launched a new service for employers.

The Employment Assure service is a fixed price package that provides employers with peace of mind. For a fixed annual fee payable in monthly instalments Walker Foster will review your employment contracts and staff handbook to make sure that they are up-to-date with the law and protect your business. Where a business doesn't have employment contracts and a staff handbook or the current documents are not up-to-date new up-to-date documents will be prepared. The service also provides regular ongoing advice when you need it.

Employment Assure

If you would like to know more about the service or if you have any questions about employment law please contact our employment law specialist Simon Blake on 01756 700 200 or sjb@WalkerFoster.com



Challenging a Will

There appear to be increasing numbers of challenges to Wills. The most common challenges are based upon allegations of lack of testamentary capacity at the time that the instructions were given for the Will and also undue influence. There are other challenges, including lack of knowledge and approval and promissory estoppel (promises made by the Testator before his or her death in relation to assets in the estate). A Will can also be challenged because it was not executed in accordance with the formalities required by law.

An allegation of undue influence is very difficult to prove. People are entitled to persuade others. The influence must be 'undue influence' and each case will turn on its facts. There is also a considerable risk in pursuing a case. If the allegation fails, it is likely that a Court will make the 'accuser' pay the costs of proceedings. It should not be assumed that the costs will be paid from the estate. Even if costs are ordered to be paid from the estate, those costs might deplete the estate to such an extent that the 'fight' and cost of it can be disproportionate to any potential benefit.

Whether a Testator has testamentary capacity is judged by a test in an old case -Banks v. Goodfellow (1870). Broadly, the Testator must have known the effect of his actions, the extent of his estate and the identity of those who might expect to receive part of his estate. The determination will turn on a number of facts.



A primary consideration sometimes overlooked by parties in the intensity of the moment is whether or not there is any real point in challenging a Will. It is important to look at previous Wills and what the effect would be of a successful challenge.

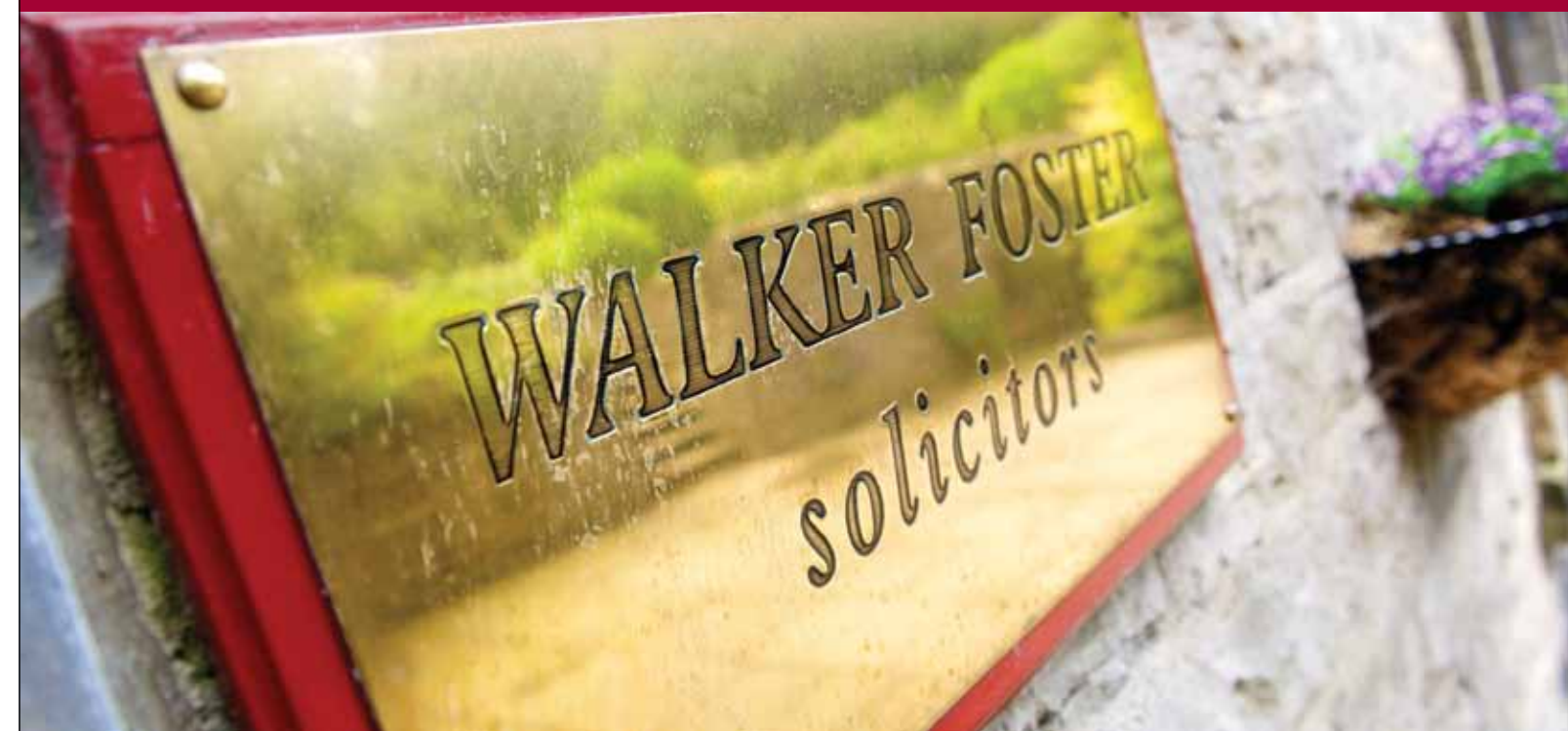
This is a complex area of law and you should seek advice from a Solicitor with experience and training in this field.

If you require help in regard to a challenge to a Will, please contact Keith Hardington on 01756 700200 or kh@walkerfoster.com.



WALKER FOSTER SOLICITORS

newsletter 2015



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Challenging a Will

Welcome to the Walker Foster newsletter

At Walker Foster, we're here to help. In this newsletter you will find some of our articles and updates that we hope will be of interest to you. We research and write our own articles to keep you informed and up to date.

This issue also features an article from our Employment Law specialist, Simon Blake. Simon joined the team in September 2014 and we believe he is the only dedicated Employment Lawyer working in the Craven area. His specific expertise and knowledge make him a valuable asset to the firm and to clients.

We believe in giving back to our local community. A way of doing this is through our continued sponsorship of Skipton Tennis

Centre. We're very proud to support the club and the excellent work they do with several schools in the community. Inside you will find an update on their progress.

Our website has also been redesigned making it much more user friendly. Please take a look at www.walkerfoster.com where many more useful articles can be found.

If the information you seek is not there, please do not hesitate to call us and we will be happy to apply our expertise and experience to help you.

We look forward to working with you soon.

K. Hardington
Managing Partner



Our legal brains can help you conquer the legal maze



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First time buyers:

a helping hand to get a foot on the property ladder

It is a common fact that millions of aspiring first time buyers are struggling to get a foot on the property ladder. We are all aware that when purchasing a property a substantial deposit is required and whilst we are still obligated to continue paying rent and affording our lifestyles, this can be difficult to raise.

There are however various government schemes that are designed to assist first time buyers on to the property ladder, the most popular being;

- *Help to Buy Scheme*
- *Right to Buy*
- *Shared Ownership*
- *New Buy Scheme to New Build Properties*

For all of the above you still require a 5 % deposit.

Help to Buy is referred to as an equity loan. Once you have produced the necessary 5%, the government will lend you

a further 20% of the purchase price which is an interest free loan for the first five years. In the sixth year interest is charged at 1.75% and then will increase each year thereafter using the Retail Price Index plus 1%. The balance of the purchase price is then made up with 75% mortgage finance. The loan is repayable in full after 25 years or when you sell your house, whichever is the soonest.

A further method under the Help to Buy scheme is the Mortgage Guarantee Scheme. Again you must provide a 5% deposit and the government will guarantee the remaining 95% of the mortgage.

The New Buy Scheme to New Build Properties is similar to the Mortgage Guarantee Scheme although it only applies to new build properties

You must not rent out a property purchased under the Help to Buy Scheme and you cannot own a second home.

The Right to Buy Scheme applies to tenants who have lived in Local Authority Housing for more than five years. The relevant authority will offer a discount to the tenant dependent upon the area and size of the property. The discount usually covers the deposit monies and most mortgage companies will offer a 100% mortgage to cover the balance.

Shared Ownership is another popular way to get a foot on the property ladder. This scheme

allows you to buy from the Local Authority or a Housing Association a share of the property value. The share must be between 25% and 75% of the value of the property and the remaining share is rented back at a reduced rent. You then have the option to purchase the remaining shares of up to 100% of the property value; this is known as staircasing. This scheme only applies to leasehold properties and if the relevant authority still holds a share when you sell the property then they must have first refusal and can also find a buyer for the property. If you own the property outright then in the first 21 years you must again give the Local Authority first refusal of the property.

If you are thinking of trying to get on the property ladder these are the basic requirements of the schemes which are out there to assist. However as with all mortgages your home is at risk if you do not keep up the payments; therefore it is important that you consider all your outgoings when applying for mortgage finance.



If you require assistance in getting on to the property ladder or would like more information, please contact Julie Smith on 01756 700 200 or jds@walkerfoster.com



Business Leases Landlord and Tenant Update



A frequent headache for commercial landlords, particularly those with a sizeable portfolio that needs keeping track of, is the position when leases that have been contracted out of the Landlord and Tenant Act 1954 expire. In such cases where the appropriate notices were served and declarations made by the tenant prior to the commencement of the lease, the tenant is not entitled by statute to a lease renewal at the end of the term. In order to prevent a tenant becoming a periodic tenant with security of tenure, what steps need to be taken when the tenant wishes to renew the lease?

It seems that the question hinges upon negotiations between the parties. If landlord and tenant are in discussion over the terms governing a renewed tenancy, any rent received during the tenant's continued occupation will not on its own serve to establish security. In the recent Court of Appeal case of *Erimus Housing Ltd v Barclays Wealth Trustees (Jersey) Ltd* [2014] it was held that provided some negotiations over the tenancy were underway, the tenant's occupation would

not be construed as anything other than a tenancy at will with no security. In that case it was in fact the landlord who was trying to maintain that the tenancy had become an annual periodic tenancy in order to tie the tenant in for a further 13 months rent.

This decision is useful for a landlord trying to resist a claim by a tenant that it has gained security by remaining in the property after expiry of an excluded lease. In that case, at times there was a period of 10 months between exchanges of correspondence on the new tenancy. Even this scant evidence of ongoing discussions was considered sufficient to resist security being established by the tenant although such a course would not be recommended.

The case would be of no assistance in circumstances where the tenant has merely held over under the expired lease on the same terms and with rent being received by the landlord with no such negotiations being commenced. In this instance a periodic tenancy would likely be deemed established and the tenant would gain security of tenure.

For further help with this and in relation to leases of business premises please contact one of our commercial property team such as Amanda Ashby directly on 01943 609 969 or email ala@walkerfoster.com



Skipton Tennis Centre Expands to the Dales

An exciting new project is taking place at Skipton Tennis for the upcoming season. The club will be bringing its magnificent coaching programme into the Yorkshire Dales for a whole new audience to enjoy. Upper Wharfedale School has been selected as a satellite venue and will see coaching programmes starting as of Monday April 13th.



Skipton tennis will be offering coaching for 7 – 10 year olds, 11 – 13 year olds and Adults (14+). The coaching will be focused on making sure everyone is having fun, whilst being social, informal and of course providing a light workout. Adam Cox, Skipton Tennis' charismatic head coach said 'I can't wait to get started! We're very excited to offer a diverse range of programmes at the club and we're always looking to progress and be the best we can for the community!'

The cost of the project has been subsidised by North Yorkshire Sport and Walker Foster Solicitors. Keith Hardington our Managing Partner, had this to say. 'We are very pleased to be a part of the continued development at Skipton Tennis. They make an important contribution to the community through sport and I'm very impressed with the enthusiasm and professionalism of the coaching staff'.

For more information contact Adam Cox on 01756 796655 or email adam@skiptontennis.com

