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AUGUST 2023 - NEWSLETTER

Welcome to the August edition of our monthly newsletter! We have 6 new articles just for you, each article is from a different department. We are confident that there's something here that will pique your interest!

If you need any more information on any of the subjects mentioned in this newsletter, don't hesitate to contact us on 01302 341 414 or 0114 272 1884

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6 THINGS TO CONSIDER WHEN WRITING A WILL

WILLS, PROBATE & TRUSTS

Writing a Will is a vital aspect of estate planning, it allows individuals to clearly express their wishes regarding the distribution of assets and the care of their loved ones after their passing. We understand it can be uncomfortable to think about this while you're still alive, therefore this article we help you think about things to consider when writing a Will.

Crafting a Will requires careful consideration and understanding of various legal, financial and personal factors. It goes beyond simply listing your assets and beneficiaries. To help you navigate the complex processes, we have created a comprehensive guide outlining 6 critical factors to consider when writing a Will.

Here are 6 things to consider when writing a Will

What are your assets? - You should take time to carefully consider and write down what assets you wish to include in the Will as well as their values. Assets are considered anything of great monetary or sentimental value, therefore this could include: property, savings, investments and family heirlooms such as grandparents' jewellery. Once you have considered these, this is very helpful to your solicitor during the early stages of the Will creation process.

Who will benefit from your Will? - You should also carefully consider whom you wish to benefit from your Will. Those you choose will be named as a Beneficiary in the Will. You also need to consider if there should be any special considerations due to their age, vulnerability or other circumstances. For example, you may wish that your children don't receive any monetary value from the Will until they reach the age of 21.

If you have children, do they require a Guardian? - If you have children, specifically those below the age of 18, do they require a Guardian to be named? A Guardian, within a Will, is a named person who will take on the responsibility for raising that child till the age of 18. This decision should be made after careful consideration of the person's ability to provide a loving and stable environment for your children.

Potential claims against your estate - Another factor to consider is the possibility of claims against your estate. While it is unlikely, being aware of potential claims can be beneficial. Taking preventive measures can be important if you suspect someone might try to make a claim against your estate. For instance, if you have not included someone as a beneficiary, they may choose to take legal action to seek a portion of your estate. Provisions can be established to mitigate this risk.
Furthermore, when distributing financial assets to beneficiaries, it can be helpful to create Letters of Wishes. These documents serve as a useful method for minimising potential disputes or challenges to the will in the future. By clearly outlining your intentions and providing guidance to your beneficiaries, you can reduce the likelihood of disagreements arising down the line.

Who will witness the Will and where will it be stored? - Finally, after drafting your Will, it is necessary to have it witnessed by an independent individual who is not related to you or named in the Will. Therefore, careful consideration should be given to selecting an appropriate witness, especially if additional arrangements for their care or travel are required. If you choose to sign your Will at one of our offices, our staff will be available to act as witnesses on your behalf.

Additionally, it is important to consider where your Will will be stored. We strongly recommend selecting a location that is safeguarded against water and fire damage. You have the option to store your Will at one of our offices, or you can keep it at home by purchasing a fireproof sleeve to protect it from potential harm. It is crucial that your Executors can access the Will, so make sure to inform them of its storage location.

While contemplating this topic may be uncomfortable, it is crucial to consider various factors to ensure your Will accurately reflects your intentions. By following the six critical factors outlined in this guide, you can navigate the complexities of crafting a comprehensive and effective Will.

However, it's important to be aware of common mistakes that can occur during the Will-writing process. These mistakes can lead to unintended consequences, disputes, and legal challenges. In the next section, we will discuss some of the most common mistakes made when writing a Will and provide guidance on how to avoid them.

Common mistakes when writing a Will

To ensure that your Will accurately reflects your intentions and avoids any future disputes or legal challenges, it is crucial to be aware of common mistakes that individuals often make. In this section, we will highlight some of the most common errors made when writing a Will

Improper witnessing - two witnesses must be present during the signing process. These witnesses must be at least 18 years old, UK citizens, and not beneficiaries or married to beneficiaries named in the Will.

Outdated information - Life events such as births, deaths, and marriages can render a Will outdated. It is crucial to regularly review and update your Will to ensure that it accurately reflects your current wishes.

Failure to name Executors - Executors are responsible for managing the administration of your estate after your passing. Forgetting to name executors in your Will can lead to confusion and delays in the execution of your wishes.

DIY Will - Opting for a do-it-yourself (DIY) approach to writing your Will can lead to potential issues. DIY Wills may contain incorrect language or fail to follow the proper legal steps, making them invalid.

How can we at Taylor Bracewell help?

At Taylor Bracewell Solicitors, we understand the importance of creating a Will that accurately reflects your wishes and protects your loved ones. Our experienced team of solicitors specialises in estate planning and can provide invaluable guidance throughout the Will-writing process.

Our dedicated Wills team in Doncaster and Sheffield are here to help. You can reach us at 01302 341414 or 0114 272 1884 or through our online enquiry form. Our experienced professionals are available to provide support and guidance, ensuring that every Will is valid.

This article was written by Clare Wyett, Head of Wills, Probate & Trusts

ENDING A CIVIL PARTNERSHIP: A GUIDE TO THE LEGAL PROCESS AND SUPPORT AVAILABLE

FAMILY LAW

The decision of ending a civil partnership marks a significant turning point in one's life, where the path of love and commitment takes an unforeseen direction. Civil partnerships were established to legally recognise and safeguard the rights of couples but there are occasions when circumstances where dissolving a civil partnership is necessary.

In this article, we explain what a Civil partnership is and how the ending of a Civil Partnership is carried out legally.

What is a Civil Partnership?

A civil partnership is a legally recognised relationship between two people that provides legal and financial protections, as well as certain rights and responsibilities, similar to marriage.

Civil partnerships were introduced in 2004 as a way to grant same-sex couples legal recognition and rights without the religious connotations associated with marriage, despite this they are available to both same-sex couples and opposite-sex couples. They offer a legal framework that grants individuals in the partnership many of the same rights and legal protections as married couples. This includes legal recognition of the relationship, financial and property rights, inheritance rights, and the ability to access benefits and entitlements.

The legal process of entering into a civil partnership involves registering the partnership with the relevant government authorities. This typically requires completing the necessary paperwork, paying a fee, and having a formal ceremony or declaration of the partnership. Once the civil partnership is registered, the couple gains legal recognition and the associated rights and responsibilities.

How to End a Civil Partnership?

The process of ending a civil partnership is called Dissolution or Dissolving and the law and procedure in this article applies from 6th April 2022 which is when the no-fault procedure came into force.

In this UK before you can proceed with dissolving your civil partnership, you must have been in your civil partnership for at least a year. In addition, you will need the original civil partnership certificate or a certified copy as the courts will be required when the process is initially started.

In order to proceed with the ending of your Civil Partnership you will be required to submit a dissolution online via the GOV.UK website. An alternative option is by paper application using a D8 Form which can be found on the GOV.UK website.
The ending of the Civil Partnership (Dissolution) can be issued by one party, known as the Applicant however a joint application can be made if the parties agree and the dissolution of the Civil Partnership can no longer be defended but can be disputed in limited circumstances such as jurisdiction of the Court, validity of the partnership and whether the civil partnership

has legally ended.

Once the Application for Dissolution has been issued online there will be a 20-week cooling-off period before you can apply for a Conditional Order. The courts will send a copy of the Application for Dissolution to the other party (known as the Respondent) together with an Acknowledgement of Service which they will need to complete and return to Court. However, if the Respondent fails to return the Acknowledgement of Service then the applicant will need proof that the Application has been received prior to applying for the Conditional Order. It is now possible for service to take place by email.

Once the Court receives the Application for a Conditional Order they will examine the same and a date will be given for this however there is no need for the parties to attend Court.

6 weeks and a day after the date of the Conditional Order the Applicant can apply for the Final Order. The process of an Application for Dissolution will therefore take around 7 months provided that the Respondent cooperates.

If the Applicant does not apply for the Final Order, the Respondent can apply 3 months after the date when the Applicant could have first applied.

How long does it take to dissolve a Civil Partnership?

The timeline for dissolving a civil partnership depends on the promptness of the parties. If both parties are prompt with returning documents and are both in agreement, the court will usually take 6-9 months to process the Dissolution of the Civil Partnership.

If parties are not in agreement or documents are not returned promptly and correctly then this timeline can be significantly delayed as Mediation may need to be involved to resolve disagreements.

How can Taylor Bracewell's Family team help?

Navigating the process of ending a civil partnership can be overwhelming, especially considering the legal complexities and emotional challenges involved. That's where our experienced Family team at Taylor Bracewell can offer invaluable support and guidance.

To benefit from the support of Taylor Bracewell's family team, don't hesitate to reach out to us. We are ready to assist you through every step of the process, offering the legal knowledge and compassionate guidance you need to navigate the journey towards closure. If you wish to speak to a member of our Family team they can be reached by calling 01302 341 414 or by filling out our online enquiry form.

This article was written by Sharon McKie, Head of Family Law

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To keep up with the latest news and trends in law, don't forget to follow us on social media!

GAS SAFETY CERTIFICATE FOR LANDLORDS: LANDLORDS' RESPONSIBILITIES

DISPUTE RESOLUTION

Gas safety certificate for landlords is a legal requirement that must be complied with by all UK landlords to ensure that all gas appliances in a rental property are safe for the tenant's use. This means that all rented properties must have a valid gas safety certificate carried out every year by a registered Gas Safe Engineer. If any problems are highlighted, then these should be remedied by the landlord.

In this article, we will discuss what a Gas Safety Certificate for landlords is and the landlords' responsibility behind them!

What is a Gas Safety Certificate for landlords?

A gas safety certificate is a document that records the results of a thorough inspection of all gas appliances in a property. The engineer will check for any potential hazards, such as leaks, faulty connections, or blocked flues. They will also make sure that the appliances are properly maintained and that the tenants have been given safety instructions.

What is a landlord's responsibility in relation to Gas Safety Certificates?

When a landlord of a residential property rents to tenants they have a duty of care to make sure that the property is in a fit state of repair. One such obligation is in relation to any gas appliances that are installed at the property. This is set out in the Gas Safety (Installation and Use) Regulations 1998. It is also set out in the Government Guidance "How to rent a safe home".

At the start of a tenancy, the landlord must provide their tenant with the latest gas safety certificate. This should be provided before the tenant moves in and we would suggest that the landlord has the tenant sign to say that they have received the same.

A Section 21, no fault notice, seeking possession cannot be served on a tenant unless the tenant has been provided with the certificate. There are also criminal penalties that can be imposed for failing to comply with the same. We would always recommend that you check your building's insurance to make sure you also comply with their terms and conditions on a gas safety inspection. If the tenant refuses access then the landlord must take reasonable steps to comply with the law, they can seek advice from a Landlord and Tenant Dispute solicitor or may make an Application to the Court for access to undertake the inspection.

When should a Gas Safety Certificate be renewed?

Inspections should be carried out annually and each time a new certificate is issued the same should also be provided to the tenant. Whilst in a lot of cases the certificate is left at the property by the engineer when they undertake the inspection, the landlord should make sure that the tenant is provided with a copy of the certificate within 28 days of each check.

How much does a Gas Safety Certificate cost?

The cost of a gas safety certificate for landlords in the UK varies depending on various factors. The cost factors in both the size of the property, the location of the property and the number of gas appliances. Typically, landlords can expect to spend between £50 and £100 for a Gas Safety Certificate.

How can Taylor Bracewell's Dispute Resolution team help?

Taylor Bracewell's Dispute Resolution team can help landlords in a number of ways, including:

Providing advice on the legal requirements for gas safety certificates

Representing landlords in court if they are accused of failing to provide a gas safety certificate

Helping landlords to resolve disputes with tenants about gas safety

If you are a landlord who is unsure about your gas safety obligations, or if you have been accused of failing to provide a gas safety certificate, please contact Taylor Bracewell's Dispute Resolution team for advice. For further advice, call our Doncaster team on 01302 341414 or our Sheffield team on 0114 272 1884. Alternatively, you can fill out our **online enquiry form.**

This article was written by Emma Cornell, Head of Dispute Resolution

Did you know we are on Review Solicitors, see some feedback that our Dispute Resolution team have recieved...

Freda

Emma cornell acted on behalf of 5 beneficiaries regarding a will being contested .she was brilliant from day 1 and we cannot recommend ger enough, thanks again Emma

Exceptionally helpful

From our initial contact to the completion/resolution of our dispute we found the team extremely professional and exceptionally helpful. We have and will continue to recommend this company to our family and friends.

DENTAL NEGLIGENCE CLAIMS: WHAT YOU NEED TO KNOW

MEDICAL NEGLIGENCE

A smile is often considered one of the most powerful and captivating expressions we can share with others. Hence, it comes as no surprise that individuals pursue dental negligence claims when their treatment does not unfold as intended. Seeking dentist compensation, they aim to address the consequences of a dental procedure gone wrong.

In this article, we explain what Dental Negligence is, how to bring dental claims in the UK and how long a dental negligence claim typically takes!

What is Dental Negligence?

Dental Negligence refers to situations where a dental professional fails to provide the expected standard of care, often resulting in harm or injury to the patient. This negligence extends beyond dentists alone and includes hygienists and other dental personnel. The consequences can range from unavoidable complications to pain, suffering, and financial losses.

Common examples of Dental Negligence:

- Delayed or incorrect diagnosis
- Nerve injuries
- Cosmetic damage
- Inadequate follow-up care

How do I make a claim against my dentist for compensation?

If you have been a victim of dental negligence, you may be able to make a claim against your dentist for compensation. This includes dentists on the NHS. Making a claim against your dentist can be a long and difficult process, but it is important to be prepared to fight for your rights.

Here are four steps you should take before contacting a solicitor:

1) **Obtain your dental records** - This includes the treatment in which you experienced the negligence and the treatment to fix the negligence.

2 **Gather any necessary information** - This means ensuring you know the dental practice's name, the dentist and the assistant who carried out your treatment.

3) **Document any financial impact** - You will need evidence of any financial loss due to the negligence. This includes if you had to miss any work resulting in a loss of income, any medication that you have had to pay for, and any journeys that you have had to make as a result of the negligence.

4) **Contact a medical negligence solicitor** - Once you have all of the evidence that you will need to bring a claim, it is important to contact a professional who will be able to help you bring a claim.

A solicitor will be able to advise you on whether you have a strong case and help you to make a claim. They will also be able to represent you in court if necessary.

It is important to act quickly if you think you have been the victim of dental negligence. There is a time limit of three years from the date of the negligent treatment to start a claim.

How long does a dental negligence claim take?

The length of time a dental negligence claim takes can vary depending on a number of factors, including the complexity of the case, the willingness of the dentist to accept liability, and the time it takes to gather evidence and obtain expert reports.

On average, dental negligence claims can take anywhere from 12 to 18 months to conclude.

However, it is not uncommon for cases to take longer if there are complex legal issues involved or if the dentist disputes liability.

When should I make my dental negligence claim?

Typically, you have 3 years from the date of the negligence to bring a claim. If the patient is under the age of 18, it is possible for a 'litigation friend' to start a claim on their behalf. Or the patient has 3 years from their 18th birthday to start a claim. If the patient lacks mental capacity, a 'litigation friend' can start the claim at any time for them. However, if the patient regains mental capacity, they have 3 years from the date they regain capacity.

How can Taylor Bracewell's help you bring a dental negligence claim?

Navigating the complexities of dental negligence claims and seeking the compensation you deserve can be a daunting task. That's where our injury compensation team comes in. With our expertise and experience in handling personal injury cases, including dental negligence claims, we can provide invaluable assistance throughout the entire process.

If you would like any further information or would like to bring a claim, please contact our Doncaster team on 01302 341414 or our Sheffield team on 0114 272 1884. Alternatively, you can fill out our online enquiry form.

This article was written by Robert Clarke, Compensation Solicitor

Videos which may be of intrest to you!

Here are some videos which we hand-picked just for you!

TRANSFER OF EQUITY: CHANGING OWNERSHIP OF A PROPERTY

RESIDENTIAL PROPERTY

Transfer of Equity refers to the process of legally changing ownership of a property. This process includes adding or removing someone from the title deeds of a property. The transfer of equity process is relatively straightforward, but it is important to get it right. If you are considering a transfer of equity, it is important to speak to a solicitor who can advise you on the best way to proceed.

In this article, we will discuss what a transfer of equity is, why you might need to do it, and how the process works.

What is a Transfer of Equity?

A Transfer of Equity is the legal process of changing the ownership of a property. This is done by adding or removing someone from the title deeds of a property, title deeds are a legal document which outlines who owns the property. Transfer of Equity is sometimes confused with the selling of the property. This process does not involve selling the property, it remains the same but the ownership of the property changes.

Why might you need to do a transfer of equity?

There are a number of reasons why you might need to change ownership of a property, some of the most common reasons include:

- If you get married or divorced
- If you wish to add children to the title of your property
- If you wish to buy a share of the property from another person.
- When you want to sell part of your share in a property
- When you want to gift part of your share in a property

How does the transfer of equity process work?

The process of changing ownership of a property is relatively easy. However, it requires the expertise of a qualified conveyancing solicitor. The process typically involves the following steps:

1) **Choose a solicitor** – The first step is choosing a solicitor who has experience in changing ownership of a property. This is essential as your solicitor will draft and contact any third parties on your behalf.

2) **Obtain a copy of the title deeds** – To begin the process, your solicitor will obtain an official copy of the title for your property. They will need to review the title deeds to check for restrictions, such as a mortgage, and they'll need to check the identities of all of the parties involved.

3) **Prepare the transfer documents** – Once the process has started, your solicitor will then draw up the transfer deed documents ready to be signed.

4) **Notify any third parties** – In order for the transfer to be completed all third parties involved in the property need to be informed and their written consent needs to be provided. Third parties can include mortgage lenders and banks or building societies.

The signing of the deeds – Once your solicitor has prepared the paperwork and written consent has been provided by third parties, the transfer deeds can be signed with an independent witness present.

Notify the land registry – Finally details of the transfer of equity will need to be sent to the land registry. This will include a fee of between £50 and £100 however the exact fee will depend on the value of the property.

How does the transfer of equity process work?

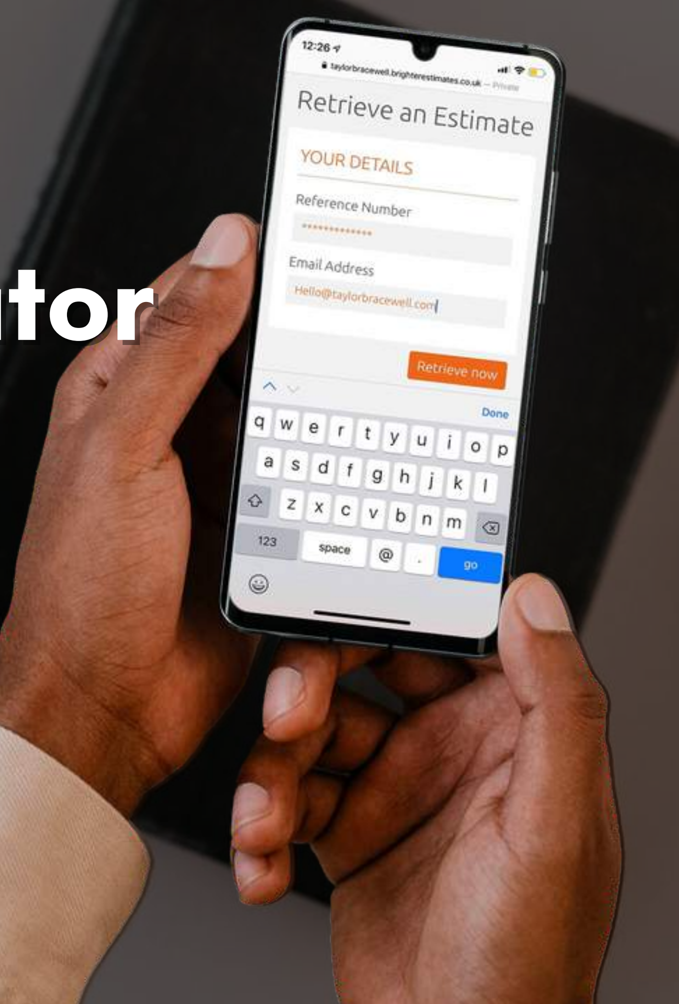
The length of time it takes to complete a transfer of equity can vary, factors include the complexity of the transfer, the workload of the land register, whether the property has a mortgage and if any disputes arise between the parties involved. Generally, the process will take between 4 And 6 weeks to complete.

How can our Residential Property team help with the Transfer of Equity?

We will work with you to ensure that the transfer of equity process is as smooth and efficient as possible, don't hesitate to contact our team **Doncaster Conveyancing team** on 01302 341 414 or our **Sheffield Conveyancing team** on 0114 272 1884. Alternatively, you can fill out our **online enquiry form.**

This article was written by Mark Walton, Partner & Head of Residential Property

Conveyancing Quote Calculator



Need a conveyancing quote, then we have the tool for you!

Its as simple as 3 easy steps!

HOW TO BUY COMMERCIAL PROPERTY: UNDERSTANDING THE PROCESS

COMMERCIAL PROPERTY

If you're an aspiring entrepreneur, a seasoned business owner looking to expand, or an investor seeking new opportunities, understanding how to buy commercial property is crucial. The process of acquiring a commercial property can be both exhilarating and daunting, with numerous factors to consider, ranging from location and market trends to financing options and legalities, it's essential to navigate this journey with confidence and knowledge.

If you’re looking to buy commercial property in the UK, this guide will help you every step of the way!

Here are 5 steps you must take to buy a Commercial Property:

Step 1 - Finding a Commercial Property

Choosing the right commercial property involves careful consideration of various factors. One of the most important aspects is the location and building type that best suits your business needs. Determine whether you require retail, office, leisure, or industrial space. Additionally, decide whether you prefer a freehold or leasehold investment. Another crucial consideration is ensuring that the location provides ample space to accommodate your business requirements. Don't forget to evaluate other factors like parking and delivery facilities, restrictions, local amenities for your staff, proximity to other businesses and suppliers, onsite facilities, and space configurations. Taking these factors into account will help you make an informed decision when selecting a commercial property that aligns with your goals and needs.

Step 2 - Costs of buying a Commercial Property

When purchasing commercial property, it's important to consider various fees and ongoing costs. These can include:

- Deposit: Typically, a deposit is required upon exchanging contracts, with the remainder paid upon completion of the process.
- Stamp Duty Land Tax: Commercial properties valued over £150,000 require payment of this tax.
- Legal Advice: Seeking assistance from a legal professional is highly recommended, and their fees should be factored into your budget.
- VAT: VAT is applicable to all commercial properties and must be paid.
- Commercial Mortgage: Fees may be associated with the application process when securing a commercial mortgage from a lender.
- Refurbishing Costs: Many properties may require redecoration and branding to suit your business, so budget for these expenses.
- Furniture and Equipment: Commercial properties are usually unfurnished, so consider the costs of furnishing the space.

In addition to these fees, ongoing costs should be considered to ensure your business can afford to maintain the property. These costs include:

- Insurance Repairs and maintenance Service fees (e.g., cleaning, security, and IT)
- Local charges (e.g., waste collection and water bills)
- Commercial property mortgage repayments
- Business rates Energy costs, including obtaining an Energy Performance Certificate (EPC)

Taking all these fees and ongoing costs into account will help you assess the financial implications of buying and maintaining a commercial property for your business.

Step 3 – Securing a Business Loan (Optional)

If your business requires financial assistance, you may consider applying for a business loan through a lender. When applying for a business loan, lenders typically require specific information to assess your eligibility. This may include your business plan, detailing your objectives and financial projections, as well as your mortgage repayment plan. Additionally, lenders may request to review your business's bank statements to evaluate your financial stability. By providing these necessary documents, you increase your chances of securing a business loan and obtaining the financial support your business needs.

Step 4 – Make an offer

After identifying a commercial property that aligns with your business goals, it's time to make a written offer. Typically, these offers are submitted to the vendor through the commercial estate agent representing the property. Once your offer is accepted, it's advisable to request that the property be taken off the market. This helps prevent other parties from expressing interest and potentially disrupting the closing process.

However, if your initial offer is rejected, negotiation becomes an option. Engaging in negotiations allows you to explore potential adjustments that could make your offer more favourable and increase the chances of reaching an agreement.

Step 5 – Exchanging of contacts

During this stage of the process, the expertise of a solicitor is crucial. Once your offer has been accepted, you will receive a document known as "heads of terms." This document outlines important details such as the sale agreement, finance options, and proposed timescales. Your appointed solicitor will then collaborate with the commercial estate agent to negotiate the final aspects of the contract with the seller.

Contracts will be exchanged when both parties are satisfied with the terms, and necessary inspections have been conducted to ensure there are no structural issues or flaws with the property. It is essential that you are content with these findings and that the financing required to complete the deal has been issued.

Once all the necessary documents have been signed, dated, and delivered, the transaction will be considered complete. At this point, your solicitor will transfer the remaining purchase price to the seller's solicitor. Shortly thereafter, you will receive the keys to your newly acquired commercial property, marking the successful completion of the purchase process.

How can Taylor Bracewell help?

We highly recommend reaching out to us to discuss your specific circumstances. Each case is unique, and our experienced team will provide tailored advice based on your individual needs. You can contact us by calling 01302 341414 or 0114 272 1884 to speak with a member of our team directly. Alternatively, you can fill out our [online enquiry form], and we will promptly get in touch with you.

This article was written by Alison Turner, Head of Commercial Property

ABOUT US

Taylor Bracewell Solicitors is a dynamic and forward thinking legal firm with offices in Doncaster and Sheffield. We are passionate about providing individual service and connecting with our clients on a one to one basis. This enables us to fully understand our client's legal needs and deliver exceptional value in our services

Our Services:

- Commercial Property
- Residential Property
- Family Law
- Employment Law
- Disputes
- Medical Negligence
- Personal Injury Claims
- Business/ Company Law
- Business Disputes
- Charities
- Wills, Probate and Trusts
- Asset Protection
- Inheritance Tax planning
- Powers of Attorney and Court of Protection

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F: 0114 273 0357

BUSINESS HUB

1 Railway Court, Ten Pound Walk, Doncaster, DN4 5FB

T: 01302 360 060
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