Taylor Bracewell
Your solicitors | Your success

JUNE 2023 - NEWSLETTER

Welcome to the June edition of our monthly newsletter! We have four new exciting articles which focus on Employment Contracts, Trusts Guidance, cosmetic surgery compensation claims and the process involved in remortgaging a property!

At Taylor Bracewell, we love to hear what you think, so feel free to message us via our website at www.taylorbracewell.co.uk and let us know what you want to hear about next!

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

TABLE OF CONTENTS

WHAT ARE EMPLOYMENT CONTRACTS?

EMPLOYMENT LAW

An Employment Contract is a legally binding agreement between an employer and an employee. Both parties must stick to the terms of the contract until it is ended or the terms change. A contract can be a verbal agreement or be in writing. An employer is legally obliged to provide a written statement of employment particulars within 2 months of the start of employment. In the majority of cases an employer will issue a contract of employment, which is a more comprehensive document than 'a written statement of employment particulars'

Types of Terms:

- **Express terms –** these are specific terms that are put in writing by the employer. For example, an employee's rate of pay or working hours.
- **Statutory terms –** these come from employment law itself and don't have to be in writing. For example, statutory redundancy pay, an employee is entitled to this if they satisfy the legal rules of entitlement.
- **Implied terms –** these are terms that are not expressly set out in the contract but can be implied into an employment contract by common law or statute, a classic example is that stealing from the employer is prohibited.
- **Custom and practice –** they are terms that are unwritten, but so well-known within the workplace they can become part of the employment contract.
- **Incorporated terms –** these are terms from other services, such as staff handbooks or a collective agreement that has been negotiated by a trade union
- **Exclusivity clauses –** these stop the employee from either working for another employer without the express consent of the employer.

What should an Employment Contract include?

Some of the key things to include in an employment contract are:

- The employer's and employee's name and address
- Nature of employment
- Date the employment will begin
- Rate of remuneration
- When employee will be paid
- Working hours
- Holiday and sickness entitlement
- The length of any probation period
- Any other contractual benefits (for example childcare vouchers or lunch)

- Whether training is provided
- Notice period
- Usual place of work and if there is a requirement to work elsewhere.

Senior Employee Contract Clauses

Senior employee contracts have extra and more complex clauses. These may include:

- **Post-termination restrictions** – This prohibits employees from doing specific things following their employment. For example, not working for a competitor. These are called restrictive covenants. To be lawful they can only provide sufficient cover to protect the legitimate business interests of the employer. This is a complex area of law and it is strongly recommended to seek legal advice on this topic.
- **Garden leave** – This allows the employer to request that the employee stays at home during their notice period. This is normally because there are concerns about confidentiality, so garden leave means any confidential information that the employee knows is out of date once their notice period is over.

Our Employment team are always happy to help and answer any further queries you may have. They can be contacted by calling 01302 341414 or 0114 272 1884, alternatively, you can fill out our online enquiry form.

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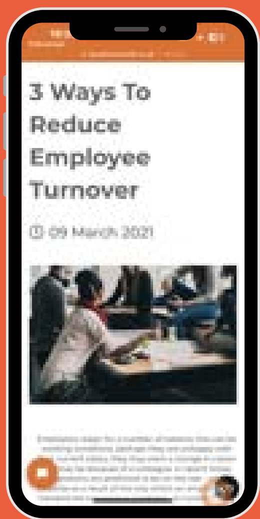
Articles just for you

Here are some other articles we picked just for you!



HMRC GUIDANCE ON PENALTIES FOR TRUST NON-REGISTRATION

WILLS, PROBATE & TRUSTS

HMRC Guidance has recently been released concerning penalties for Trusts Non-Registration. It is now an ongoing requirement to register and maintain a Trust, this is the responsibility of the Trustees. This includes if you are the Trustee of a Trust which was started by you or if you are the Trustee of a Trust that was created by someone else.

What is a Trust?

A trust is a document which enables one person (known as the Settlor) to transfer assets to another person (known as the Trustee) to look after for the benefit of someone else (known as the Beneficiary).

An example of a simple trust would be where monies are left to a child in a Will but they cannot have the money until they reach the age of 18. During this time the trustees have an obligation to look after the money for the benefit of the child. The trustees would usually be allowed to pass money on to the child's guardian for the benefit of the child whilst at the same time retaining control of the asset.

Trusts can be very complex documents but can also be essential in order to ensure that the best possible solution is offered to all your concerns. Whether you need help establishing a new trust or administering an existing trust our team are here to help.
It is essential to take professional advice before entering into a trust as there can be tax implications for placing assets within trusts, therefore, please visit our 'Trusts' webpage.

HMRC Penalties

HMRC has issued three documents with guidance surrounding the registration of Trusts on its trust Registration Service. The guidance documents explain when a penalty charge will be issued, how to ask for a review or an appeal and how to pay the penalty charge should you be issued one. If HMRC suspects deliberate non-compliance the charge can be up to £5000.

The penalty will be dealt with on a case-by-case basis. The guidance from HMRC states ‘we recognise that Trustees may not be familiar with the process’ and ‘we will not charge you a penalty if we find out that you have failed to register or to maintain a Trust, as long as this was not deliberate behaviour and you take action to correct this within the time limit we set. We will only charge you a penalty if we decide you deliberately failed to register a Trust or update its details.’

Review or Appeal

Trustees who disagree with a penalty charge have the right to request a review or an appeal to a tribunal. To appeal a penalty charge it must be received by HRMC within 30 days of the date the penalty charge letter was issued. HMRC will then reply within 45 days and they cannot collect the charge whilst the decision is being reviewed.

Taxpayers who do not want to ask for a review or if they have a review rejected then they can appeal to the tribunal within 30 days of when the penalty charge letter was issued or the review rejection letter. However, HMRC can collect the charge whilst the appeal is ongoing.

Here is more information on a range of different Trust types which you may find informative:

- **Bare Trusts**
- **Life Interest Trusts**
- **Property Trusts**
- **Discretionary Trusts**
- **Bereaved Minors Trust**
- **18-25 Trusts**
- **Disabled Persons Trusts**
- **Lifetime Trusts**
- **Personal Injury Trusts**

Our Wills, Probate & Trusts team are always here to help you, if you require any further information don't hesitate to contact the team on 01302 341 414 or 0114 272 1884, alternatively, you can fill out our online enquiry form!

Clare Wyett
Head of Wills, Probate & Trusts

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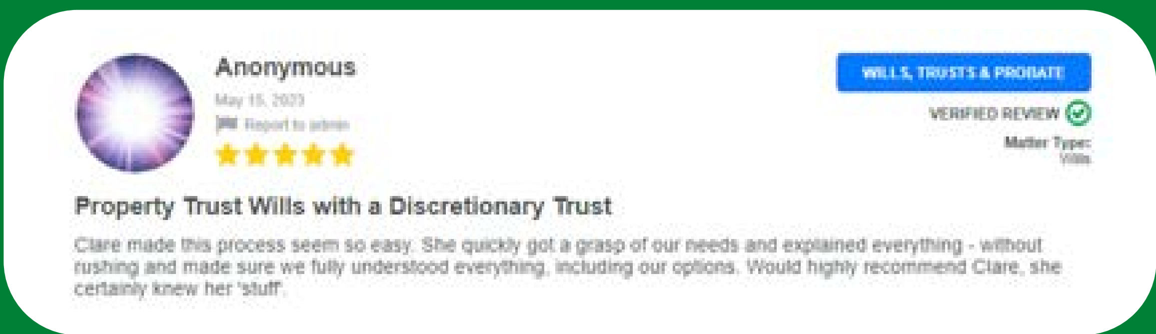
reviewsolicitors


Anonymous
Report to admin
WILLS, TRUSTS & PROBATE
VERIFIED REVIEW
Matter Type:
Wills

Property Trust Wills with a Discretionary Trust

Clare made this process seem so easy. She quickly got a grasp of our needs and explained everything - without rushing and made sure we fully understood everything, including our options. Would highly recommend Clare, she certainly knew her 'stuff'.

Did you know we are on Review Solicitors, an online review platform dedicated to law firms? Current and future clients are able to leave honest feedback on this platform, for complete transparency and honesty!

BRINGING A COSMETIC SURGERY COMPENSATION CLAIM: TYPES & PROCESS

MEDICAL NEGLIGENCE

In recent years, cosmetic surgery has become increasingly affordable, prompting a growing number of people across the UK to undergo various cosmetic procedures. With over 15,000 cosmetic surgeries performed in 2021 alone, the rise in such procedures has also led to an increase in "botched" surgeries and subsequent compensation claims.

This article provides detailed information about the types of cosmetic surgeries for which you can claim compensation and the steps to take when pursuing a cosmetic surgery compensation claim.

Why bring a Cosmetic Surgery Compensation Claim?

While many individuals are satisfied with the outcomes of their cosmetic surgeries, just like any medical procedure, negligence can sometimes occur. When negligence arises during cosmetic surgery, it can have severe physical and psychological consequences for the individual.

Examples of cosmetic surgeries where negligence could occur include:

- Facelifts
- Botox
- Hair transplants
- Breast enlargement or reduction
- Laser skin resurfacing
- Rhinoplasty
- Tummy tucks
- Brow lifts
- Cosmetic dentistry

If you've experienced any form of cosmetic surgery negligence, it is crucial to contact a skilled medical negligence solicitor, such as the team of Doncaster & Sheffield Solicitors here at Taylor Bracewell.

When should I start a Cosmetic Surgery claim?

As with any other medical negligence claim, patients must bring their claim three years from when they discovered the negligence. However, if the patient was under 18 years old when the negligence occurred then they have three years from their 18th birthday to make a claim.

How do I bring a Cosmetic Surgery claim?

If you believed to have suffered negligence during a cosmetic surgery, your first step is to contact an experienced medical negligence solicitor. They will require specific information from you, including:

- **Duty of Care** – the claimant (you) need to prove that the persons with a duty of care to them provided treatment that fell below the standard to be expected of a reasonably competent and skilful medical specialist and that as a consequence of the negligent medical treatment, they experienced avoidable injury, suffering and/or loss. This includes surgeons, nurses and beauty therapists.
- **Causation** – the claimant (you) must prove that the failure in duty of care was the cause of their injuries and harm.
- **Damages** - the claimant (you) will need to prove that their injuries caused them to suffer damage, which a claim can be made for. This includes Physical & Physiological injuries, Medical expenses, loss of earnings and cost of care.

Our team of Medical Negligence solicitors understand that this can be a daunting and stressful process. Rest assured, we will guide you through the entire process, ensuring that together we build the strongest possible Cosmetic Surgery Compensation Claim.

If you believe you have been the victim of cosmetic surgery negligence and may be entitled to a claim, get in touch with our expert Medical Negligence team. They can be contacted by calling 01302 341414 or 0114 272 1884, alternatively, you can fill out our online enquiry form.

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Videos which may be of intrest to you!

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

If you require any further information regarding these videos don't hesitate to contact us on 01302 341 414

WHAT IS THE PROCESS OF REMORTGAGING A PROPERTY?

RESIDENTIAL PROPERTY

The first step in understanding the process of remortgaging is to understand the legal definition of remortgaging. Remortgaging means moving your existing mortgage to a new lender whilst staying in the same property.

In this article we will explain, what remortgaging is, the reasoning someone may wish to remortgage, the time length involved with remortgaging and how our expert conveyancing team can help you.

What is a remortgage?

A remortgage is a process which involves switching your mortgage to a different lender whilst staying in your current home. This means that your new mortgage will replace your old one.

Why do people remortgage property?

There are several reasons why you may wish to remortgage a property. These include:

- Reducing your bills
- Your current mortgage is coming to an end
- Looking for better deals that your current lender cannot offer
- To avoid increasing interest rates
- The value of your home has increased
- You wish to borrow more money against your property
- Wishing to raise money for home improvements

How does remortgaging work?

Understanding the process of remortgaging your property is key, so here are the four steps you will need to follow:

1 **Gain an Agreement in Principle** – You are able to get an Agreement In Principle with many lenders online, known as an Online Agreement in Principle (AIP). Getting this agreement allows you to find out if your chosen lender is willing to lend you the amount you need, without a full credit check.

2 **Considering the costs** – The objective behind remortgaging a property is to put you in a better financial situation, therefore you need to consider if your new lender will charge you any of the following fees: application Fees (charges to setup a new mortgage), valuation fee (to confirm the value of your property) & Solicitors fees (to manage the transfer of your mortgage).

3. **Applying for a new mortgage –** Once you have your Agreement in Principle you can then apply for your remortgage. Your new application will involve a hard credit check therefore you will be required to provide multiple documents to confirm your income, credit commitments and loans and details on your current mortgage.

4. **Completing your remortgage –** the new lender will carry out credit checks on you and will have the property valued. You will need a solicitor/conveyancer to handle the transfer of your mortgage.

How can our Residential Property team help those in the process of remortgaging?

Our Residential Property team can assist with the remortgaging process by reviewing the terms of the new mortgage, advising on any legal implications, and ensuring that the necessary documentation is in order. We can also liaise with the lender on your behalf and facilitate the transfer of funds.

With our expertise and experience in the field of Residential Property, we can help you navigate the complex process of remortgaging and ensure that your interests are protected throughout the process. If you wish to discuss a remortgage or require any further information 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.

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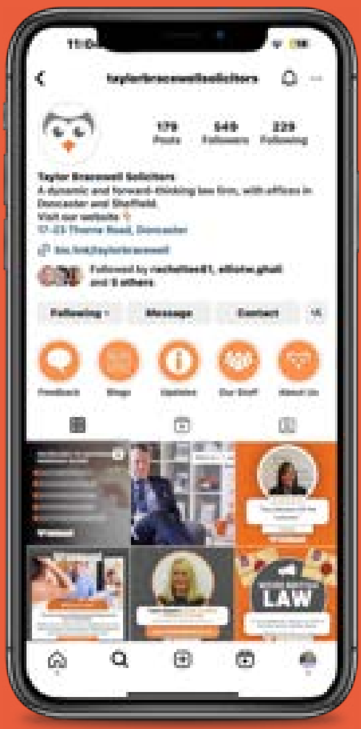

Follow us on Social Media

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

New and engaging content posted everyday!

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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