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FEBRUARY 2023 - **NEWSLETTER**

Welcome to the February edition of our monthly newsletter! We have 4 new exciting articles which focus on Safer Internet Day 2023, Child Arrangements, Injury Claims and Commercial Property Leases.

Here at Taylor Bracewell, we love to hear what you think, so make sure to message us via our website at www.taylorbracewell.co.uk and let us know what you want to see 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

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8 TIPS FOR HAVING A CONVERSATION WITH YOUR CHILD SURROUNDING SAFE ONLINE USAGE - SAFER INTERNET DAY 2023

FAMILY LAW

Safer Internet Day 2023 will be taking place on the 7th of February 2023 with the focus on 'Making space for online conversations about life online'. This campaign sees thousands of organisations up and down the country promoting the use of safe, responsible and positive use of digital technologies for the younger generations. This year's campaign has a focus on putting children's and young people's voices at the forefront and encouraging them to shape the future of the online safety help in which they receive.



Here at Taylor Bracewell, we are joining this online conversation alongside parents, carers, teachers, government as well as the wider online safety industry to promote safety for the children of our future. We hope by joining this conversation we can help shape the future of online safety and promote our children's safety whilst online.

62% of those aged 3-17 years old have an online profile on at least one social media platform, according to a study in 2021 by Ofcom. This dramatically rises to 94% of those aged 16-17 years old. These statistics just highlight how many children can be subject to cyberbullying, harassment, emotional abuse and online grooming. This is why it is so important to raise the message of promoting safe online usage as a parent to your children.

Our Family law team have generated a list of 8 ways that you as a parent can create an open conversation with your child in regards to safe online usage:

1

Keep an open and honest conversation about your child's online presence at all times – As a parent it is important that your child understands the importance of online safety. This is only achievable if you create an open space for your child to talk to you without judgement or worry. This doesn't have to be a 'sit down' conversation, talk about online safety on car journeys or at the dinner table so your child feels more comfortable speaking up.

2

Manage your boundaries as a parent – Often enough when a child does confide in their parent regarding something that may be worrying them online, it is the parent's first instinct to remove the phone or tablet from them. This can cause more damage than good, as this makes the child believe they are in the wrong.

Instead create that open conversation (Tip 1) about ways to manage the content they view, together. This may be by blocking what your child can or cannot see and teaching them the correct process of reporting content to social media platforms after confiding in you. Each parent/child situation will be different, so please use your judgment when managing boundaries.

3

Manage screen time or social media use – Often enough when people spend too much time on social media, they eventually come across stuff that is inappropriate. Limiting social media use and/or screen time will allow you to monitor your child's online usage. You could take this one step further by saying your child can only use certain online platforms when surrounded by a selected responsible guardian.

4

Manage your broadband parental controls – Almost all broadband providers have the ability to enable parental controls. This allows you to set 'safe' websites or 'bad' websites which your child can and cannot access.

5

Teach online safety – Depending on your child's age, they may manage their own online accounts. This is why you must teach them the correct online safety techniques to protect their online life. This may include: Never sharing passwords, never posting photos in school uniforms and never sharing any personal information with strangers.

6

Remind them that online profiles are not an accurate reflection of someone's life – It is important to teach your child that everything they see online is not real or accurate. Many photos and videos can be manipulated to attract younger generations and enforce an unachievable body, career or life.

7

Collect evidence and report – If you have created an open conversation with your child and managed your boundaries as a parent, then your child will feel safe to come and discuss more serious subjects with you. As a parent, it is important to collect this information and document the necessary details. Despite protecting your children you can also play a role in protecting all younger generations on social media by reporting online concerns and risks to the appropriate organisations, designed to protect children online. For more information please visit [Childnet.com](https://www.childnet.com)

8

Educate yourself about social media platforms – The most important step you can take as a parent is to teach yourself. Social platforms and the internet are forever changing and despite being on Facebook over 5 years ago, the platform will have changed dramatically. New platforms such as TikTok are full of younger generations and unfortunately, some people take advantage of this. Therefore, educating yourself on these platforms and the controls you have as a parent can have a dramatic change on your child's safety.

Despite only being 8 of our top tips by following these you greatly increase your child's safety online. However, there are many more steps which we have not mentioned that can protect your children online. A simple google search, such as what you did to find our article can provide you with all the information you need to protect your children and other children on the internet.

Our Family Team are leading expert when it comes to Child arrangements and is always on hand to help you when required. Don't hesitate to contact our team on 01302 341 414 or by [filling out our online enquiry form](#) If you require any further information or help.

Together we can protect the children of our future and shape the future of online safety.



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Valentine's Discount

We are offering a 10% discount on our fixed fees to create a Cohabitation Agreement or Pre-nuptial Agreement

Appointments made between 8th February & 15th February will qualify for this discount

JOINTLY OWNED PROPERTIES, DO YOU KNOW WHERE YOUR SHARE WILL PASS TO ON YOUR DEATH?

WILLS, PROBATE & TRUSTS

Clare Wyett, Senior Probate Manager explains that in a number of cases when she meets with clients to discuss their Wills, more often than not clients do not know how their property is held between them. This aspect is key in estate planning and making Wills and therefore needs to be established.



There are 2 distinct ways in which a jointly held property can be held, and the way that one person's share of that property will pass on their death, will invariably be dictated by how the property is held on their Deeds – the two different options are described below:

Joint tenants – Two (or more) people who are co-owners of property in such a way that when one of them dies the whole property automatically passes to the survivor(s) irrespective of anything the Will or Intestacy Rules may say. However, half the value of the property has to be counted in for purposes of calculating Inheritance Tax. Where the joint tenants were any people other than husband and wife, Tax on the half value is payable. No tax will be payable if the other joint tenant was the spouse; not because of the nature of the joint tenancy but because of the "spouse exemption" in the Inheritance Tax Rules.

Tenants in common – Two (or more) people who are co-owners of property in such a way that when one of them dies the share of that person will pass under his or her Will or Intestacy and not to the other joint owner by virtue of survivorship.

Do you know how your Deeds are held?

If you need help in establishing this aspect and, also then advice on how your property may pass on your death please contact us in the Wills & Probate Team on 01302 341414



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SHARED CARE OF MY CHILDREN

FAMILY LAW

Courts in England used to be reluctant in making Shared Care Orders however since the Children & Families Act which came into force in 2014 Courts are more mindful in dealing with this.

More and more parents are agreeing to shared care arrangements and Courts are now more willing to make Orders. A shared care order means that one party has the children living with them and the other has contact with them. It does not mean that the care of the children is shared equally between the parties and it can be an unequal division. The focus should be that each party spend quality time with the children, such as at weekends as well as being involved in the day-to-day routine like their schooling.

Most Shared Care Arrangements are made without the interventions of the Courts. Any agreement reached can be changed or amended at any time.

In some cases, it is agreed that the children spend one week with one parent and one week with the other. However, this means that the children go a full week without seeing the absent parent which especially for young children can be too long. Others agree that the children spend a couple of days with one and then a couple of days with the other but this can get confusing.

It is always best to try and avoid court proceedings as the Judge may make an Order that neither of the parties agree with. However, if matters cannot be agreed then an application to Court will become appropriate for a Child Arrangement Order and this will formalise where the children will live and the amount of time they spend with the other parent.

Should you require any further information then please do not contact our family team on 01302 341414 or 0114 272 1884 who will be happy to provide you with professional help and assistance or alternatively you can fill out our online enquiry form.

For more information on Child Arrangements, please visit our dedicated [Child Arrangements webpage](#).



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CAN A LANDLORD END A BUSINESS LEASE AND OCCUPY A PROPERTY THEMSELVES?

COMMERCIAL PROPERTY

To answer this question, we need to consider a number of issues. The starting point is always the lease itself. If this lease is granted for a period of time, say for a term of 5 years then the Tenant is normally allowed to remain in occupation during that term.

However, the lease may contain a break clause, which is a right to bring the lease to an end early on service of a notice. If the lease does contain a break clause a further question arises as to who can exercise this break clause. Most break clauses are for the benefit of the Tenant only. So check what the lease says as a starting point.

However, that is just a starting point. If the term of the lease has come to an end the Tenant may still have a right to continue to occupy the property and call for a new lease.

This is because the usual position on a commercial lease is that the Tenant who occupies a property for its business will have the benefit of "security of tenure" which is a statutory right to remain in occupation even when the lease comes to end. This right is granted by the Landlord and Tenant Act 1954 (the 1954 Act) and the reason is that Government wants to encourage businesses to thrive without the inconvenience (and expense) of being forced to find new business premises.

This statutory right can be excluded before the lease is granted. This is often known as "opting out" which is following the statutory procedure to exclude the lease so the tenancy does not gain protection from the security of tenure provisions in the 1954 Act. This procedure needs to be followed fully and therefore it is always advisable to obtain legal advice to make sure this is done properly.

Even this is not the whole story. There are certain circumstances set out in the 1954 Act which allows the Landlord to resist the Tenant's right to call for a new lease and one of these is a genuine intention on the Landlord's part to want to take the property back and run the business from there itself. The ground is hard to prove and is coupled with a requirement to pay compensation to the Tenant based on the rateable value of the property for the Tenant's relocation costs. It has to be the Landlord that wishes to run the business from the property. The ground will not be made out if the Landlord has fallen out with his current tenant and wants to put another tenant into occupation of the property to run the business from there.

This article continues onto the next page...



As you can see this is not a simple question to answer but the steps to take can be summarised as:

- 1** Check the lease
- 2** Has the term expired?
- 3** Is there a break clause and if so who can exercise this?
- 4** Does the Tenant have security of tenure?
- 5** Can the Landlord show an intention to occupy the property and defeat the tenant's security of tenure?
- 6** Always take legal advice to make sure you get this right both when a lease is being entered into and on your desire to bring it to an end.

Our Commercial Property team are experts within their field and are always happy to help, they can be contacted by calling 01302 341414 or 0114 272 1884, alternatively you can [fill out our online enquiry form.](#)

Our Commercial Property team are able to help with any of the following:

- **Business Leases**
- **Business Sales and Purchases**
- **Commercial Premises Sales and Purchases**
- **Leisure, Hotels and Retail**
- **Lockout Agreements**
- **Options, Conditional Agreements and Overage**
- **Development Site Sales and Purchases**
- **Secured Lending Transactions**

However, if you require any further assistance in relation to your Commercial Property our team would be more than happy to discuss your circumstances further



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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 clients' 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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