

# LOOP

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BREWER  
NEWSLETTER  
SUMMER 2014

## Pfizer Prove Mergers Are Rarely Straightforward



The protracted take over negotiations between Pfizer, and American drug giants AstraZeneca, highlights that mergers and acquisitions are rarely straightforward – no matter what the size of the companies involved.

Stone Rowe Brewer LLP has established an excellent reputation for helping our clients in the delicate business of merging/acquiring or being acquired by a third party.

This is possibly the most significant decision your business will face following initial set up: the moment at which you realise maximum value from your hard work and effort. Our job is to consult with you and make it happen smoothly.

Led by John Andrews, the team can help you through every stage of the process, from initial financing to transfer of undertakings and final contracts.

Call John Andrews on 020 8891 6141 or e-mail him at [j.andrews@srb.co.uk](mailto:j.andrews@srb.co.uk)

VISIT SRB AT STAND 33



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# Conscious Uncoupling – Growing Apart Successfully

The term Conscious Uncoupling came to the attention of the world recently following the announcement that Cold Play front man, Chris Martin, and actress, Gwyneth Paltrow, plan to separate. Admittedly the terminology may be regarded as rather “Californian” for us here in the UK, however, Stone Rowe Brewer LLP’s Family Law experts, and the Family Consultants who assist them, certainly agree with the approach, reasoning and desired objective of managing a new phase of life in the best way possible.

## **Growing apart successfully: The Sane Way to Divorce in the 5-Way Collaborative Process.**

The 5-Way Collaborative Process is based on the same ‘Conscious Uncoupling’ ethos – a family solutions-driven process in which couples take support and advice of an emotional, legal and financial nature at a difficult time, then use these resources in a constructive way. Communication is maintained, as well as the ability to retain or build self-esteem and dignity, to be individuals, parents and families, to the best of your ability.

Lisa Broddle, at Stone Rowe Brewer LLP, Family and Collaborative Lawyer / Mediator, says of the Chris Martin and Gwyneth Paltrow case: “We wish this couple, and the many others going through the same transition and painful



process, well. Making the right choice in how you decide to separate and divorce will affect your families future – the Collaborative Process should certainly be considered as your preferred option.”

**If you would like to speak Lisa Broddle and her team at Stone Rowe Brewer please call 020 8891 6141 or e-mail [l.broddle@srb.co.uk](mailto:l.broddle@srb.co.uk)**

# Is It Time To Consider Your Digital Legacy?

The Law Society has issued a statement concerning a Digital Legacy, in which it urges people to leave clear instructions about what should happen to their social media, digital photographs, computer games and on-line bank accounts after their death.

Having a list of all your online accounts, such as email, banking, investments and social networking sites will make it easier for family members to piece together your Digital Legacy, adhere to your wishes and could save time and money. Not making your Digital Legacy clear could mean important or sentimental material – such as photographs on social networks – are never recovered.



**If you want to find out more information on this subject, or to make a Will that makes provisions for your Digital Legacy, please contact our Private Client team by calling 020 891 6141 or e-mail [p.lawson@srb.co.uk](mailto:p.lawson@srb.co.uk)**

# Best of Richmond Expo 2014



Stone Rowe Brewer staff will be on hand to chat and ask questions at the Best of Richmond Expo, which takes place at Twickenham Stadium on Friday June 6. With 80 exhibitors and over 800 visitors expected, the Expo has emerged as the must-attend event for local businesses and business people – with seminars, keynote speakers and a host of networking opportunities.

**Please visit Stone Rowe Brewer at Stand 33 and enter your business card into our free draw to win a case of Laithwaite's fine wines.**

# Good News For Savers & Pensioners

The 2014 Budget was full of some unexpected good news for pensioners and savers, as Stone Rowe Brewer LLP Partner, Pauline Lawson, explains.

“Whilst we await the full details of the new rules on accessing pension savings, each of us can increase our investment in ISA's from £11,800 to £15,000 from 1st July 2014.”

“They will now be called NISA – New Individual Savings Accounts – and you can hold any mix or cash and shares. The Junior ISA limits will also increase from £3,840 to £4,000.”

“Additionally, the maximum holding of Premium Bonds increases from £30,000 to £40,000 on 1st June 2014 and it will rise again to £50,000, in 2015-16.”

**If you have any questions regarding how the Budget affects your finances, please call Pauline Lawson on 020 891 6141 or e-mail [p.lawson@srb.co.uk](mailto:p.lawson@srb.co.uk)**

# New Capital Gains Tax Rules Hit 'Buy-To-Let' Investors

Buy-to-let investors, or those owners with more than one property, face an increase in capital gains tax (CGT) exposure from April 2014 as 'relief' is reduced from three years to just 18 months.

Generally, there is no CGT to pay on the sale of your main residence, however, if you own more than one property, the second will be liable for tax.

Those most likely to be affected by the Government's changes will be families who let out their old home after

moving, holiday home owners, or landlords who capitalised on the previous rules to reduce their tax burdens.

**If you think you could be impacted by these developments, or would like to seek advice on the new CGT rules, please call Anna Spall on 020 8891 6141 or e-mail [a.spall@srb.co.uk](mailto:a.spall@srb.co.uk)**



# New Regulations Affecting Consumer Contracts

New regulations coming into force on 13 June 2014 will change the way many businesses enter contracts with their clients. In many cases, businesses will have to update their standard terms and conditions and other pre-contract documentation. If they do not, they will risk being unable to recover payment for goods and services or even face criminal prosecution.

The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations will come into force on 13 June 2014. These new regulations require traders to provide consumers with certain information prior to entering the contract and also impose certain terms in contracts with consumers.

The regulations will apply to three types of contracts entered into after 13 June 2014. The regulations define the three types as 'distance contracts', 'off-premises contracts' and 'on-premises contracts' (see below). The regulations only apply to dealings between traders (essentially any person acting in their usual business) and

consumers (individuals acting wholly or mainly outside their usual business). There are certain exceptions to the contracts affected by the regulations. These include construction, residential letting and package travel contracts, for example.

**There are several important changes of which traders must make note.**

Traders must provide consumers with certain detailed information before the contract is entered. The extent of this information will depend on the type of contract. Contracts which are entered face-to-face away from the trader's premises or are concluded after discussions away from the trader's premises will be 'off-premises contracts'. Contracts concluded under organised distance sales or a service provision scheme (e.g. mail order, online sales or telesales) will be 'distance contracts'. All other contracts will be 'on-premises contracts'. The information required to be provided is set out in Schedules 1 and 2 to the regulations.

## **Almost *EVERYONE* will be affected by changes to consumers' rights...**



In relation to on-premises contracts, the requirements for the provision of information do not greatly differ from previous legislation. Nevertheless, Schedule 1 should still be checked. Note that the Schedule 1 information does not have to be provided if it is obvious in the circumstances or if the transaction is of a day-to-day nature, completed immediately (e.g. buying a pint of milk).

Schedule 2 sets out the information requirements for distance and off-premises contracts. These are more detailed than Schedule 1, particularly in relation to cancellation rights.

Traders should also note Schedule 3 which provides that, where cancellation rights exist, distance and off-premises traders will need to provide a specific cancellation form to consumers.

Cancellation rights will always apply to distance contracts and off-premises contracts. It should be noted that the regulations make it a criminal offence to fail to inform consumers of their right to cancel off-premises contracts. Consumers will have 14 calendar days to cancel such contracts for any reason. They would then have to return any goods within a further 14 days. Traders would then have to refund the consumer within 14 days of receipt of the goods or, in the case of service contracts, 14 days of cancellation.

The cancellation period can be extended to as much as 12 months if the trader has not supplied the required information about cancellation (and, until the informa-

tion has been provided or the cancellation period has expired, the trader cannot recover payment for the goods or services supplied). If a consumer wishes the services to commence within the 14 day cancellation period, they should give their explicit consent and must pay for any services delivered prior to any subsequent cancellation.

Consumers will only be liable for charges of which they were made aware before the contract was entered. Traders will not be entitled to charge consumers hidden extras – all payments (such as charges on a return of goods) will require the consumer's active prior consent (e.g. a box ticked by the consumer). For distance and off-premises contracts, traders must make absolutely clear to consumers the point at which the consumer incurs a liability to pay.

The suggestion is an online 'Order Now' button should be amended to read 'Order Now (incurs obligation to pay)'. Traders must ensure that, where there are telephone helplines for consumers, there is an option to use a number that is charged at the basic rate (rather than premium). Business owners and managers should consider whether the regulations will affect them.

**If you have any queries regarding how these changes will affect your business, or want to ensure your documentation is compliant with the regulations, please contact Stone Rowe Brewer LLP's Company Commercial department on 020 8891 6141.**

# Changes To Employment Law: How They Affect You

A variety of key legislative changes came into effect on 6th April 2014. A summary of these changes are detailed below, with more detailed tabulated information available on the Stone Rowe Brewer website at [www.srb.co.uk](http://www.srb.co.uk).

## Abolition of the Discrimination Questionnaire

Many employers will have come across discrimination questionnaires during the course of a discrimination claim. These have now been abolished. Contact Stone Rowe Brewer should you wish to issue a claim for discrimination, or you have received a claim form alleging discrimination within your workplace.

Stone Rowe Brewer will be able to advise on how to raise questions to an employee and also how to respond now the statutory discrimination questionnaires have been abolished.

## Mandatory Pre-Claim Conciliation

Pre-claim early reconciliation will be mandatory for all claims presented on or after 6th May 2014. This mandatory reconciliation involves a four step procedure:

*Step One – employees must first provide Acas with various details.*

*Step Two - Acas will then send the information to an Acas Conciliation Officer.*

*Step Three - The Officer will then try to reach a settlement between the parties.*

*Step Four - If a settlement is not reached, the Conciliation Officer will issue a Certificate. A claimant may not submit a claim without the certificate.*

The important element regarding Early Conciliation is that contacting Acas for early reconciliation will 'stop the clock' on an employment tribunal claim time limit.

As Acas will not be advising on how this will affect your claim, it is important you get it right. Please note, time limits are strictly adhered to by the Employment Tribunal and it is important they are correctly calculated.



## Increase to Employment Tribunal Fees

Certain type A claims have been re-categorised as Type B claims which result in a higher fee. The type B claims which have been re-categorised, are as follows:

1. Equal pay;
2. Sex equality in pension schemes;
3. Failure to inform or consult under TUPE;
4. Failure to allow compensatory rest under the Working Time Regulations 1998;
5. Breach of the right to request time off for training.

## Financial Penalties for Employers who lose at Tribunal

As previously advised in Stone Rowe Brewer's *In The Loop* magazine, there are financial penalties for employers who lose at tribunals. The minimum penalty is £100 and the maximum is £5,000.

If a financial award has been awarded, the financial penalty will be 50% of the amount of that award.



This financial penalty can be ordered if the employer has breached one or more of the aggravating features. There is lack in clarity on what will amount to aggravating features.

When guidance is issued or further clarification is provided on this, we will update the Stone Rowe Brewer website accordingly. Therefore, keep an eye on our website for further updates in this regard.

#### **Maximum Compensatory Award Increase**

As of 6th April 2014, the maximum award increased to £76,574.00 or 52 weeks gross pay, whichever is lower. This will apply to those where the effective date of termination is on or after 6th April 2014.

#### **Increase to Rates and Limits**

There have been various increases to rates and limits, details of which are set out on our website. Should you have any questions regarding these limits and how they affect you and your business, contact Stone Rowe Brewer.

#### **Increased Penalty for Employing Illegal Workers**

The penalty for employing illegal workers has increased. Stone Rowe Brewer would recommend that you review your contracts of employment to ensure that there are various warranties in place, as a defence, in the event you unwittingly employ illegal workers.

#### **Changes to TUPE**

There have been a variety of changes in TUPE legislation in recent months. Please refer to [www.srb.co.uk](http://www.srb.co.uk) for a thorough update on these changes and an article setting out how they will affect you both as an employee and an employer.

**For further information on these changes and how they affect you personally, as an employee, and your business, as an employer, please contact Sarah O'Leary on 020 891 6141 or e-mail [s.oleary@srb.co.uk](mailto:s.oleary@srb.co.uk)**

# Fulwell Golf Club Riders

A Stone Rowe Brewer sponsored team of seven from Fulwell Golf Club will be taking part in the London-to-Brighton bike ride on Sunday 15 June, 2014.

The team, made up of six members of staff from the golf club and one member, are motivated by the opportunity to raise money for the Club Captain's charity – Hounslow Action for Youth (HAY) and the British Heart Foundation.

The team are expecting to complete this mission in less than five hours and aim to stay together from start to finish. Members, family and friends have all been very supportive, with the team well on their way to their fundraising target of £2000.

**If you would like to support their efforts and make a donation please visit: [www.justgiving.com/teams/Team-Fulwell](http://www.justgiving.com/teams/Team-Fulwell)**

# Teddington Office Opens



Stone Rowe Brewer LLP's new Teddington office is situated at the heart of Teddington, next to Starbucks in the High Street.

The Teddington team, comprising of Richard Steer, Jackie Nash and

Gerry Heal, would be delighted to help you in any way they can.

**You can make an appointment by calling 020 8977 8621, e-mailing [teddington@srb.co.uk](mailto:teddington@srb.co.uk), or by visiting reception at 72 High Street, Teddington, Middlesex, TW11 8JD.**

# Twickenham Film Festival Showcases Local Artists



The 2014 Twickenham Alive Film Festival award ceremony took place on Thursday, 29th May, at St Mary's University, Twickenham. The event was sponsored by Stone Rowe Brewer LLP.

A host of mixed-genre films were shown, including several made by local artists: including an animation by Alban Low about the Crane River winding its way through Twickenham; Mark Buckley's street party celebration in Hampton Wick last August and Rhodri Williams' Borough Documentary, *Not All London Is Concrete* – which picked up one of the three awards – shot in the parks of Richmond, Twickenham and Teddington and is a film about why he loves living in this part of South West London.

This year's other two winners were Jordan McKellar's travel documentary *India* and Harley Alexander's International Drama entitled *Incoming Call*.

**[Left] Local film maker, Rhodri Williams, picks up an award**