



Property

Family

Wills & Probate

Business

Tax Planning



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## HOPLEY PIERCE & BIRD WELCOMES KARL BECKETT

We are delighted to welcome local solicitor Karl Beckett to our firm. Karl was born and bred in Wrexham and has a great affinity with Wrexham and its people. He qualified as a solicitor in 2003 and for the past five years he has assisted many Wrexham people with their legal problems. Karl is able to advise in relation to all aspects of divorce including financial matters, cohabitation disputes and private law children matters. In addition, he is also able to prepare all types of wills, including those which can provide tax savings, and is experienced in the administration of estates. Karl is currently working towards full membership of STEP (the Society of Trust and Estate Practitioners). He is also able to assist clients in property transactions whether moving house or remortgaging.

Partners Peter Ridgway, Nigel Bird and Jacqui Marsland are confident that Karl's abilities and experience will complement and enhance the service offered to both existing and new clients of the firm. We are proud to have been providing legal services since 1880 and Karl's approach fits in with the firm's ethos of providing a modern efficient approach to legal problems whilst maintaining traditional values.

## Are 'Nil Rate Band' Discretionary Trust Wills Still Recommended?

The Chancellor's pre-budget report made on 9th October 2007 contained the biggest change to inheritance tax for many years. From that date any part of a spouse or civil partner's 'Nil Rate Band' which has not been used on the first death can be transferred to the surviving spouse or civil partner on the second death. This means that widows, widowers and bereaved civil partners may be able to leave an estate of up to £600,000.00 without any inheritance tax being paid.

So should an existing Nil Rate Band Discretionary Trust Will be undone? Only time will tell whether the Chancellor increases the threshold to take into account inflation and house prices. However if the growth of assets in the trust increases more than increases to the Nil Rate Band threshold then the Nil Rate Band Discretionary Trust Will wins. There are a number of reasons why a Nil Rate Band Discretionary Trust Will still recommends itself:

- Where the surviving spouse or civil partner does not require the whole of their combined wealth and wishes to benefit their children/grandchildren on the first death.
- Where flexibility is desired as to who is to benefit.



- Nil Rate Band Discretionary Trust Wills "ring fence" part of the couple's assets against claims for funding the nursing home fees of the survivor.
- To ensure that assets pass to the children even if the surviving spouse's partner remarries.

Clients should note that the basic Nil Rate Band is still £300,000.00 so that single people still only have this allowance. Accordingly unmarried couples will not benefit from these new provisions.

## Can The CSA Be Negligent?

In **2007** the Court of Appeal ruled that the **Child Support Agency (CSA)** owes no duty of care to the children or the parents on whose behalf it collects maintenance. The test case involved a single mother who brought a claim for negligence against the **CSA** as the Agency had been negligent by incorrectly assessing her ex-husband's income. You can only win a claim for negligence if you can show that there is a duty of care, that the duty has been broken and as a result you have suffered loss. The Court in this case ruled that the **CSA** owed no duty of care. This therefore means that if it makes a mistake there is no way that the party who has lost out can be compensated. The problems and failings of the **CSA** are well known and with time only appear to get worse.



## AVAILABILITY OF OUR SERVICES

If you are not local to our office many of our services can be offered by e-mail, post or phone. Arrangements can be made for home visits in Wrexham and Chester subject to certain criteria if you require advice regarding divorce and other family issues, Wills and Probate and buying and selling houses and HIPs. Please contact our office for further details.

## HIPs Update

As from **14th December 2007** if you are to market your property you will only need to have commissioned a **HIP (Home Information Pack)**.

These requirements will change on **1st June 2008** when you will need to have your HIP in place prior to marketing.

## Race for Life

Jacqui Marsland from our office will once again be raising money for **Cancer Research** by taking part in the Race for Life on **22nd June 2008** at Alyn Waters Country Park. She hopes to beat the amount raised last year when she raised **£155.00**. If you would like to sponsor her please contact the office or log onto [www.raceforlifesporsome.org/jacquelinemarsland](http://www.raceforlifesporsome.org/jacquelinemarsland)



The content of this Newsletter is for general information only and whilst every effort has been made to ensure that the information is accurate at the time of printing no action should be taken without obtaining appropriate professional advice.

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## A New Employee? Which Documents Should You Use?

When a new recruit joins or is about to join your business they must, as a minimum be given a written statement of the main **"Terms & Conditions"** of their employment. This should be given to them within 2 months of joining your firm. It is also standard practice to give the employee an **"Offer Letter"** and if available, a Handbook or Manual.

- The **Offer Letter** simply confirms the appointment to the job but it is quite normal to specify any conditions attached to that offer eg. you might require satisfactory references or the employment may be subject to a probationary period.
- In relation to the statement of **Terms & Conditions** there is a list of items which must be included and we can help you to ensure that your statement complies with the necessary law e.g. it must include details of your **Disciplinary & Grievance Procedures**. These can of course be contained within the Contract of Employment and we are able to draft these documents for you. It is best to keep these as brief as possible and to put all other information in a Handbook or Manual. It is important that you take advice regarding these matters eg. if you want to recoup holidays which an employee has taken but not yet accrued at the date of termination of employment, it is essential that this is written into the statement or Contract that the employee has signed, failing which it is classed as an unlawful deduction.
- If you fail to provide the information outlined above then if an employee wins an unfair dismissal claim and they have not been given a statement which referred to the **Disciplinary & Grievance Procedures** then they will be awarded an additional 2 to 4 weeks pay subject to a cap. Admittedly this may not be a fortune but why put yourself in a position where you have to pay it when taking advice from us at the outset at a reasonable cost would have prevented this.

**TIP:** We recommend that you phrase your letter to say **"references satisfactory to the Company"** as opposed to satisfactory references.

For advice on employment matters, please contact **Nicola Sanders on 01978 315100**.

