

# Agriculture e-brief

## Autumn 2017

**W**elcome to our autumn 2017 agriculture e-brief, in which we bring you updates, insight and details of forthcoming events.

With Brexit a guessing game, the EU at odds on plant protection, an Agriculture Bill and possible changes to tenancy legislation on the horizon, there is no shortage of issues for farms and estates to be thinking about. We've covered some of them here, and more.

Do get in touch with any of [the team](#) if you would like to discuss the issues touched on. Alternatively - come and see us at [LAMMA 2018!](#) We're delighted to be supporting the event as it celebrates its final year in the East - we'll be on Stand 727.

**Julie Robinson**  
Head of Agriculture team



## NEWS



This summer saw us move into our new East Anglia office in Alconbury, at the junction of the A1 and the A14. Easy access in all directions means we're able to offer services to clients from the Weald of Kent to the North York Moors and from the Norfolk Broads to the Somerset Levels.

We're delighted to be working in an office signposted "MAKE GROW" as that sums up our belief in the potential of the farms and estates sector! The office number is 01480 587097.

### National Grid Viking Link works in Lincolnshire

We are advising landowners who are likely to be affected by the above underground cable works, expected to require a total land take of 265ha. If you receive heads of terms and other documentation from the National Grid we would strongly recommend that you take professional advice before signing anything (the documents have not yet been agreed with the NFU and Lincolnshire Association of Agricultural Valuers). Please get in touch in the first instance with [Simeon Disley](#).

# IN THIS EDITION



- [Agriculture Bill](#)  
*what's in store?*
- [Tenancy reform](#)  
*who needs it?*
- [The Electronic Communications Code](#)  
*are you prepared?*
- [Save the Date - mock mediation](#)  
*who gets the farm?*
- [Pre-nups](#)  
*why risk the farm?*
- [Letting to a farm worker](#)  
*what do I need to know?*
- [Water update](#)
- [Meet the team](#)

# THE AGRICULTURE BILL

It was always going to be the case that new primary legislation, over and above the European Union (Withdrawal) Bill, would be needed to implement new policies or institutional arrangements that go beyond simply replicating current direct EU legislation in UK law.

**F**OR THOSE IN THE FARMING sector, that's where an Agriculture Bill comes in. As well as tidying up anomalies arising from the carry-over of certain categories of EU legislation, and covering the sort of miscellaneous items that agriculture acts have historically tended to cover ([tenancy reform is on the agenda](#)), the Agriculture Bill will provide ministers with the powers to introduce, and make regulations for, a new agricultural policy, complete with environmental and direct support schemes.

The Government has pledged to match the £3bn of support that farmers receive from the CAP until 2022. But at 11pm GMT on 29 March 2019 the CAP will apply no more; instead we will fall back onto our own domestic agricultural policy.

It is likely that the draft Agriculture Bill, expected to be consulted on in early 2018, will be short on the specifics of new direct payment and environmental schemes. Our hunch is that the outcome will be a transitional, interim scheme – something that looks very similar to the current Basic Payment Scheme – while more radical future support arrangements, with a heavy focus on environmental delivery, are consulted on and hammered out, reflecting the tensions between environmental groups and production agriculture.

If you would like to discuss any of the issues raised in this article, please do get in touch with your usual Roythornes contact in the first instance; alternatively, give [Julie Robinson](#) a call on 01480 587460.

## BPS Mark 2 - opportunities for rationalisation

Being realistic, it will be impractical for the Government to deliver a brand new, forward-looking scheme immediately post Brexit. Earlier this month the new CEO of the Rural Payments Agency warned that it will take time to improve the way basic payments are delivered to farmers. That does not bode well for the speedy roll-out of a new scheme.

What might be possible in the short term is some simplification or rationalisation of the current scheme. We could then see an 'EPS' (English Payment Scheme) application in May 2019 that is free from some of the more bureaucratic and less effective elements of what we now have.

### Examples are:-

- **No payments in Euros.** What clearer indicator of our exit from the EU could there be?
- **No "Active Farmer" rule.** Anyone cultivating land or keeping land in a state suitable for cultivation would be able to apply for a payment without jumping through further hoops involving non-agricultural activities and "re-admission" certificates.
- **Relaxation of permanent pasture minimum area.** Leaving the EU gives Defra a chance to remove this artificial threshold on permanent grass levels. However, it may be that environmental considerations ("grass good, tillage not so good") will override simplification commitments.
- **No Greening, and certainly no three crop rule.** This has considerable impact on farms with significant arable areas, especially with the new EFA rules that are set to apply from 2018. The government of the day fought the introduction of the three crop rule; former Defra Secretary of State Andrea Leadsom reiterated her opposition to it earlier this year. It remains to be seen whether new

Secretary of State Michael Gove will be bold enough to remove it, particularly with the green lobby watching for any relaxation of environmental protection post Brexit.

• **No young farmer payment.** Again, governments – of different colours – have been against the introduction of a young farmer payment in England. This is an opportunity to strike it out for new claims.

• **Remove entitlements.** A really brave and bold move towards simplification would be to do away with entitlements altogether now that we have completed the transition period over which headage, quota and other qualifying payments and criteria have been wrapped up into a per hectare payment. Doing away with entitlements would remove a particularly burdensome element of administration, namely maintaining an entitlement register and recording transfers of entitlements between farmers. It ought to be a no-brainer, but is unlikely to be welcomed by farm tenants' representatives.

• **Removal of minimum five-hectare claim threshold.** This is unlikely. Although technically a simplification, it would add back several thousand small claimants into the system and create an administrative nightmare for the already stretched RPA.

• **Removal of €150,000 cap on payments, after which reductions are applied.** Previous administrations have opposed a cap as a matter of principle. The new Government will have a chance to remove it in 2019. However, it looks increasingly doubtful that this will happen, especially if the current Secretary of State remains in post. He has made no secret of his opposition to a scheme that, he says, "rewards size of land-holding ahead of good environmental practice and puts resources in the hands of the already wealthy"<sup>1</sup>. We may, instead, see a reduction in the cap.

1. The Rt Hon Michael Gove's speech to the WWF 21.07.2017

# TENANCY REFORM

## WHO NEEDS IT?

*"If we can unlock and enable a larger let sector that promotes good farmers who can invest and adapt flexibly to change and deliver innovation we will have achieved a lasting benefit for agriculture."* **Jeremy Moody - Chairman, TRIG Tax Working Group.**

The Tenancy Reform Industry Group (TRIG) has been meeting over the last few months to develop recommendations for changes that relate to both Agricultural Holdings Act (AHA) tenancies and farm business tenancies (FBTs).

The Group picked up on themes from previous reviews, as well as exploring ways to enhance productivity in the let sector. Julie Robinson, partner in our Agriculture team, was part of the Group as a representative of the Agricultural Law Association.

Copies of TRIG's working group papers, submitted to Defra in October, have now been published and are available [here](#).

Headline recommendations affecting AHAs and FBTs include:-

- as an alternative to forfeiture, to allow FBTs of 10 years + to be terminated by notice for non-payment of rent, tenant's breaches or death and (in part) following planning consent for non-agricultural use – the "notice" procedure to follow broadly the lines of that used in the AHA regime;
- to give an existing AHA landlord and tenant greater freedom to make changes to the holding where there is agreement on re-organisation and where the parties agree that the new/amended agreement is to remain within the AHA;
- to allow AHA landlords to invest in the holding without impinging on the statutory rent review process (in effect, on terms equivalent to any other provider of finance for such work);
- where there are clauses in AHA tenancy agreements that restrict freedom of movement, to permit either landlord or tenant to serve a notice referring the clause to dispute resolution with a view to it being modified;
- AHA tenancy clauses prohibiting the erection or alteration of buildings to be subject to a test of reasonableness;
- to introduce a time limit in the AHA for referring Notice to do Works counter-notices to dispute resolution and a counter-notice procedure for other notices to remedy under Case D;
- to amend the timetable for AHA game damage claims;
- to introduce a statutory mechanism for conversion of a year-to-year AHA to a fixed term assignable AHA tenancy;
- in relation to AHA succession, to replace the suitability test with a business competence test and repeal the commercial unit test;

- to limit the availability of succession where the tenant is above a particular age;
- to allow a wider range of AHA successors but with a limited term AHA tenancy being offered, at an open market rent, after which an incontestable notice to quit could be served.

### Taxation

On the tax front, there were several technical recommendations. Notably, however, the majority of the tax working group were not in favour of the TFA's call for APR to be disallowed for future lettings of less than 10 years.

Recommendations included:

- limited income tax relief on farm land rents to encourage letting and letting for longer; (Evidence from Ireland shows this can have a powerful effect.)
- SDLT – exempt leases of agricultural property, to remove a deterrent to a tenant taking a longer lease;
- CGT Rollover Relief – allow reinvestment in improvements to let farmland.

It remains to be seen how many of TRIG's recommendations are picked up by Defra (and, where necessary, the Treasury) as candidates for inclusion in the upcoming Agriculture Bill or other legislation. With Brexit very much at the forefront of Defra's policy agenda tenancy reform may find that it takes a back seat, with opportunities for improvements to the current regimes being overlooked once again.

We have a team of advisors able to assist and act on agricultural tenancy matters. If you are in dispute with your landlord or tenant, contact [Sarah Whitehurst](#) or [Tim Russ](#) in our dispute resolution team. If you would like "non-contentious" advice on tenancy matters, get in touch with [Julie Robinson](#), [Kirsten Rimmer](#), [Tom Footitt](#) or [Emma Hill](#).

# THE ELECTRONIC COMMUNICATIONS CODE

Guest contributor Christopher Hicks, Partner at Fisher German, looks at what changes the new code introduces.

The long awaited Electronic Communications Code is due to pass into law in December 2017. The new code replaces the existing Telecoms Code which many described as being an ill thought out and incoherent piece of legislation. This article gives a brief overview of the main changes to the code and how it differs from the old Telecoms Code.



## Assignment

Assignment of leases will be permitted in law and any agreement will be void to the extent that it prevents or limits assignment to another operator, or makes assignment subject to conditions. Under the existing Telecoms Code, it is for the parties to agree how assignment will be dealt with including the matter of payment of money.

## Upgrading and sharing

Under the new code an operator may upgrade or share apparatus with another operator providing that there is no more than a minimal, adverse impact upon appearance and that the upgrading or sharing of apparatus imposes no additional burden on the landowner. Under the existing Telecoms Code, it was for the parties to agree whatever terms they wished in respect of the sharing and upgrading of apparatus including payment of monies where appropriate.

## Consideration and valuation

The existing Telecoms Code envisages that consideration is based on market value and, simplistically put, rents paid are based upon comparable evidence. The new code imposes that consideration or rent will be based on market value but on a 'no scheme world basis' i.e. you disregard the fact that the transaction relates to the provision of an electronic communications network and that the operator may assign, upgrade and share. In the countryside, it is likely that rents paid for leases by operators will come under pressure. However, in arriving at market value, the value of the agreement of a landowner for the imposition of apparatus with subsequent limits on the use of the land must be borne in mind and we envisage will, on the whole, lead to very little change in rents paid.

## Termination of agreements

Under the new code the security of tenure provisions of the Landlord & Tenant Act 1954 will not apply. A Code Agreement may only be ended by giving at least 18 months' written notice and specifying the grounds for termination. Grounds for termination include substantial breaches, delay of payments or the landowner wishing to develop the land. The most significant change from the existing Telecoms Code is that a landowner may no longer end a Code Agreement simply for his own use and purpose.

## The old and new code

Where a landowner already has a lease in place with a telecoms operator, that lease will continue to be governed by the existing Telecoms Code until such a time as it expires or is terminated. A landowner entering into a new agreement post the new Electronic Communications Code coming into law will find their agreements governed by the new code and therefore need to approach such negotiations for a new agreement with extreme care and caution and mindful of the full facts of what they are entering into.

**Christopher Hicks can be contacted at [christopher.hicks@fishergerman.co.uk](mailto:christopher.hicks@fishergerman.co.uk) or on 01858 411202**





# SAVE THE DATE

## WHO GETS THE FARM?

A MEDIATION EXPLORING A PARTNERSHIP, A PROMISE, A WILL AND A WIND TURBINE

This free-to-attend Roythornes event will involve an in-depth exploration of farming succession and family relationships through the vehicle of a mock mediation managed by Roythornes experts and guest speakers.

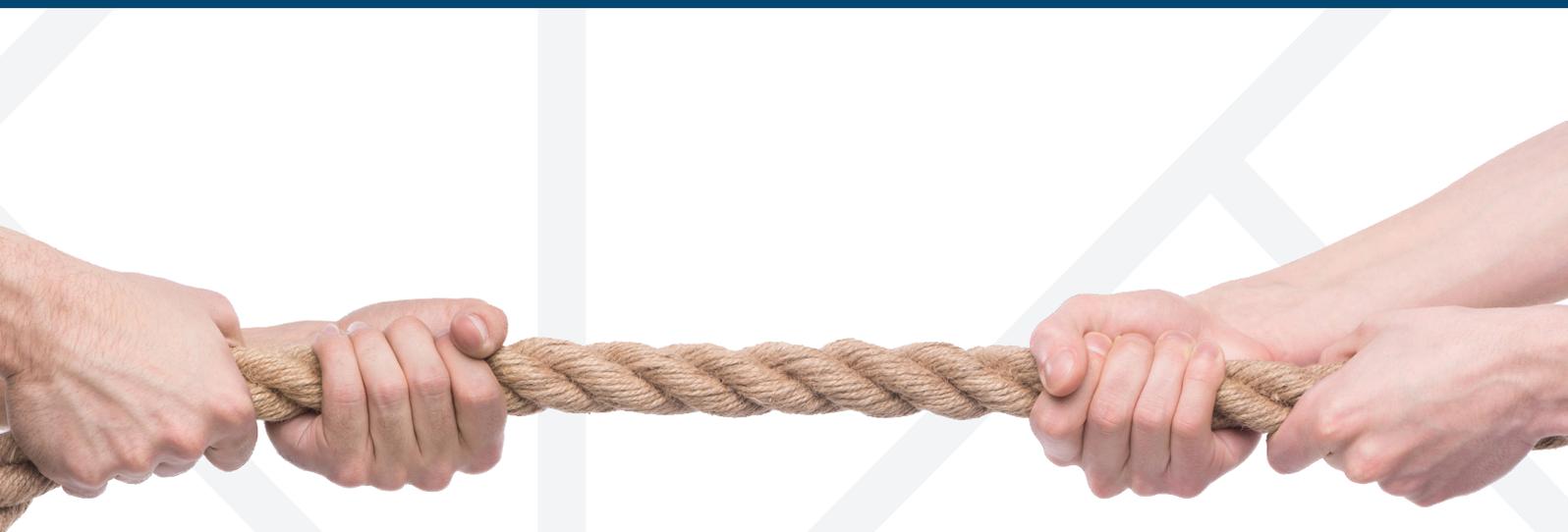
### WHO, WHEN, WHERE?

For farmers and their families, estate owners and farming advisors

Date & Time: 27 February 2018  
17:30-20:00

Location: KingsGate Conference Centre,  
Peterborough

To register your interest in attending, please email [faithhorne@roythornes.co.uk](mailto:faithhorne@roythornes.co.uk).  
We will send you further details in early 2018.





# Pre-nuptial agreements

## Why risk the farm?

**In the past, pre-nuptial agreements were a controversial topic for couples about to tie the knot but these days farming families have to get real about matrimonial risks. We are beginning to see pre-nup obligations included in partnership agreements when the next generation is brought into the farm business. Gifts of land from one generation to the next trigger similar considerations.**

Historically, it was contrary to public policy for married couples, or couples about to get married, to make an arrangement which provided for the contingency that they might separate. However, attitudes have changed over the years, and in 2010 the Supreme Court, in the reported case of *Radmacher v Granatino*, held that:

“The Court should give effect to a nuptial agreement that is freely entered into by each party with full appreciation of its implications unless in the circumstances prevailing it would not be fair to hold the parties to their agreement”.

Pre-nuptial agreements are not binding in the sense of being enforceable contracts; nor can they prevent the Court exercising its jurisdiction to make financial orders on a divorce or dissolution. However, a party to a pre-nuptial agreement is now able to ask the Court to make orders that reflect the terms of the pre-nuptial agreement and, provided the agreement is valid and produces a fair result, this is likely to be the outcome.

Pre-nuptial agreements can therefore now provide a degree of financial security and certainty, particularly as the Supreme Court has held that there is nothing inherently unfair about such an agreement seeking to ring-fence non-matrimonial assets – i.e. assets acquired pre-association/marriage, or acquired during the marriage or civil partnership by gift or inheritance.

Get in touch with [Victoria Hope](#) in our Family team if you would like to discuss pre-nuptial agreements or any other family matters.

### Basic requirements

A valid pre-nuptial agreement has to meet certain basic requirements. In particular:

- (i) the agreement must be contractually valid (and be able to withstand challenge, for example, on the basis of undue influence, duress or misrepresentation);
- (ii) both parties to the agreement must have received, at the time of the making of the agreement, disclosure of material information about the other party's financial situation. In other words, there is a requirement for there to be a full and frank disclosure of the parties' respective personal and financial circumstances;
- (iii) both parties must have received independent legal advice at the time the agreement was executed;
- (iv) the agreement must not have been made within 28 days immediately prior to the wedding or civil partnership ceremony; and,
- (v) the agreement must have been made by deed and contain a statement signed by both parties that they understand that the agreement is a pre-nuptial agreement and that it will be considered and taken into account by the Court.

Following the Supreme Court's decision in *Radmacher*, it is clear that valid pre-nuptial agreements will now always be considered and given weight, and often decisive weight, as part of the overall circumstances of a case involving the determination of financial claims on divorce or dissolution. The terms of a valid pre-nuptial agreement may thus affect not only whether an award is made at all, but also the size and structure of any award.



## Letting to a farm worker- what do I need to know?



**W**e are still seeing examples of employers failing to serve the correct documentation before handing over the keys of a cottage to new farm workers. They think they are granting an assured shorthold tenancy (AST) and that they will be able to recover possession in due course without too much trouble. Instead, there is a good chance that they will have inadvertently granted an **assured agricultural occupancy** which enjoys greater protection.

If, as an employer, you want to be sure not to grant a tenancy with enhanced protection, you need to serve a "Form 9" landlord's notice on your prospective tenant.

De-regulation is not the name of the game when it comes to letting a house to a farm worker. We've condensed the various rules, spread across different pieces of legislation, into a checklist for farm employers, set out below.

**If you would like further information about housing farm workers, contact either [Sarah Whitehurst](#) on 01775 842508 or [Julie Robinson](#) on 01480 587460.**

### Checklist for assured shorthold tenancy agreements

- Have you served a Form 9 landlord's notice on the proposed tenant before the commencement of the AST and before the proposed tenant goes into occupation?
- Have you given the tenant a copy of any inventory or report of condition that has been prepared?
- Have you given the tenant a copy of the gas safety certificate (if applicable) and energy performance certificate?
- Have you provided the tenant with a copy of the Government's 'How to Rent Guide'?
- Have you given the tenant a record of any electrical safety inspections which have been carried out? By law all landlords are required to ensure that all wiring, installations and any electrical appliances they supply are safe. Checks every five years are recommended.
- If the tenant has paid a tenancy deposit, have you protected the deposit and provided the tenant with information about the deposit protection?
- Have you installed a smoke alarm on every floor used as living accommodation and a carbon monoxide detector in any room with a solid fuel burning appliance (if used as living accommodation)?
- Have you checked the smoke alarms are in working order on the first day of the tenancy?
- Have you undertaken the Right to Rent checks on the tenant, any adult occupier and any children over the age of 18 and kept a record?

# WATER UPDATE

**R**ecent legal and policy decisions serve to illustrate the frustrations experienced by landowners are affected by the contrasting evils of too much and too little water. They also reinforce the basic principle, encapsulated by Mr Justice Bean in a 1970 Internal Drainage Board case<sup>1</sup>, “that in a modern civilised society there must always be a delicate balance between the rights of the individual and the need of the community at large”.

## **On-farm flood defences: freedom to object, freedom to erect**

Two 2017 cases are useful reminders of the limits to farmers’ freedom of movement when it comes to the building of flood defences on their land. In one we see landownership does not give you the right to refuse entry for approved works to be carried out by the Environment Agency; in the next we see that land ownership does not give a general right to do what you want to protect your own land.

The first case<sup>2</sup> was brought by Essex landowners who did not want flood alleviation works to be carried out on their farmland. The works were aimed at reducing river flooding and included the building of a 500 metre long, 5.5 metre high earth embankment and a concrete control structure with sluice gates. The Environment Agency argued that it had a general right of entry under s172 of the Water Resources Act 1991 and could access the farmland and carry out works. The landowners argued that the Agency had no such right and that the only routes open to it were to use its compulsory purchase powers or to apply to ministers for a compulsory works order. The Court of Appeal agreed with the Environment Agency; the Agency had general powers of entry in order to carry out flood alleviation works on land even where a landowner objected to the works being carried out. Compensation was payable whichever powers were used.

The second case also involved an Essex farmer. A tenant farmer and a waste company did a deal which saw almost 4,000 tonnes of construction and demolition waste brought onto the farm and used to reinforce existing flood defences. The land was within an SSSI and the works were done without consent from Natural England, without a flood defence consent from the Environment Agency, and in breach of the company’s waste exemption which allowed up to 1,000 tonnes of soil and stones to be used for construction purposes. The Environment

Agency successfully prosecuted the tenant farmer, the waste company and one of its directors; between them they paid almost £20,000 in fines and costs.

## **Water abstraction: licensed quantities under pressure**

The Environment Agency has made no secret of its approach in its restoring sustainable abstraction programme. It is seeking to encourage those with unused licences of right to apply to revoke or vary them, and asking for evidence of need if landowners wish to continue with their licences. It is also continuing to propose reduced quantities when time-limited licences come up for renewal. At that point, unless they agree to the reduction, it will fall to licence holders to demonstrate that they have a continuing need for water (up to the licensed amounts) and that they are using water efficiently.

However, concerned as farmers and growers may be by the possibility that licences may be revoked or licensed quantities cut, they must ensure that their returns are accurate and that meters are calibrated correctly so that reported use of water is not over-inflated. Earlier this year a Suffolk farming business was prosecuted and fined £3,000, with £2,500 costs, for providing misleading information about how much water it had abstracted for spray irrigation.

Licence holders are entitled:

- to object to a formal proposal of the Environment Agency to modify or revoke a licence; and
- to appeal against an Environment Agency decision to reduce quantities or not to grant a further licence on the expiry of a time-limited licence.

The objection/appeal process is set out in some detail in the Water Resources Act 1991. It is not a process for the faint hearted, but in most cases the Agency is open to informal dialogue before the statutory process is engaged, with a view to finding a solution. Environmental concerns may, for example, be addressed by an agreed amendment to the conditions in a licence.

We have a specialist [Water & Flood Management team](#). Please do get in touch with any of us if you have concerns about your rights or if you are planning collaborative ventures to enhance your water security or your flood defences.

1. *Pattinson v Finningley Internal Drainage Board* [1970] 2 QB 33

2. *Sharp v North Essex Magistrates’ Court* [2017] EWCA Civ 1143

## Meet the team



**Julie Robinson**

[julierobinson@roythornes.co.uk](mailto:julierobinson@roythornes.co.uk)

### Partner, head of Agriculture

**Described by The Legal 500 as having “a high degree of competence and a forensic mind”, Julie is a specialist agricultural lawyer.** She is currently advising on the impact of Brexit on farm businesses.

**Specialist areas:** farm structures, landlord/tenant, share and contract farming, co-operatives and producer organisations, water law, farm support, environmental schemes and common land



**Tom Foottit**

[tomfoottit@roythornes.co.uk](mailto:tomfoottit@roythornes.co.uk)

### Partner, Property

**Tom’s work over more than 30 years has been largely focussed on the farming world, and the wide-ranging land and property arrangements that arise from it.** His opinion and advice are regularly sought by fellow professionals as well as his clients. He is renowned for “sorting the wheat from the chaff”.

**Specialist areas:** diversification projects; large/complex farm sales and purchase



**Martin Jinks**

[martinjinks@roythornes.co.uk](mailto:martinjinks@roythornes.co.uk)

### Partner, Corporate & Commercial

**His practical and commercially focused approach to problems has earned Martin a well-deserved reputation,** particularly in the field of outsourced services and large-scale automation projects.

**Specialist areas:** farm business restructuring, corporate acquisitions/disposals, asset sales/purchases, equipment installation/support contracts, IT systems integration and licensing



**Kirsten Rimmer**

[kirstenrimmer@roythornes.co.uk](mailto:kirstenrimmer@roythornes.co.uk)

### Associate, Property

**Kirsten has a wealth of experience in both commercial and agricultural property matters. With farmers looking to diversify more and more, she is able to offer wide-ranging advice.**

**Specialist areas:** options, development agreements; agricultural/commercial tenancies; FBTs; telecoms leases; road/rail compulsory purchases; adverse possession matters; lending/security/re-mortgaging



**David Marsh**

[David Marsh@roythornes.co.uk](mailto:David Marsh@roythornes.co.uk)

### Associate, Property

**David is experienced in dealing with property matters for agricultural clients, investors, developers, pension funds, local authorities, academies and other public sector clients.** He manages matters in a proactive way, giving straightforward, cost-effective advice that avoids using unnecessary jargon.

**Specialist areas:** sales/purchases of freehold land; conditional contracts; option, development and promotion agreements; landlord/tenant lease renewals, assignments and licences; portfolio management, property finance



**Sam Lees**

[samlees@roythornes.co.uk](mailto:samlees@roythornes.co.uk)

### Solicitor, Litigation

**In relation to civil matters, Sam focuses on agricultural and food law, private client and property disputes, and has considerable knowledge of equestrian law.** He is also able to represent clients at police and regulatory interviews under caution, and at Magistrate and Crown Court hearings.

**Specialist areas:** regulatory prosecutions from Trading/Food Standards Agencies and Environmental Agency; defence of general criminal/road traffic offences; property litigation, contested probate

## Meet the team



**Elizabeth Young**  
[elizabethyoung@roythornes.co.uk](mailto:elizabethyoung@roythornes.co.uk)

**Partner, head of Private Client**

**Elizabeth advises farmers and landowners on tax and estate planning, and complex estate administration.**

Her specialist topic is Court of Protection Practice and she offers support and solutions to families affected by mental incapacity.

**Specialist areas:** capital tax planning, land and business succession, probate administration, family partnerships, use of trusts



**Tim Russ**  
[timruss@roythornes.co.uk](mailto:timruss@roythornes.co.uk)

**Partner, Litigation**

**Tim is a senior dispute resolution lawyer, acting for farmers, estates, food businesses and private clients.**

He has handled several judicial reviews against the Food Standards Agency and Defra within the farming and food industries.

**Specialist areas:** agricultural tenancies; landlord and tenant/property/partnership company disputes; wills, probate and trusts; professional negligence and contractual claims



**Jarred Wright**  
[jarredwright@roythornes.co.uk](mailto:jarredwright@roythornes.co.uk)

**Partner, Private Client**

**Jarred's food and farming-based clients continuously benefit from his specialist knowledge of their industries.**

He is a Fellow of the Agricultural Law Association and one of the Fellowship course leaders, teaching and examining those professionals studying to become Fellows themselves.

**Specialist areas:** Inheritance, Capital Gains and Income Tax planning, trust law, succession planning, business reorganisation, agricultural tenancies and payment schemes



**Shruti Trivedi**  
[shrutitrivedi@roythornes.co.uk](mailto:shrutitrivedi@roythornes.co.uk)

**Partner, Planning**

**Whether acting for developers, landowners, investors or public bodies, Shruti is a leading lawyer in the planning arena.** She will face any and every complex planning issue head-on - with dependable success.

**Specialist areas:** complex planning, highways, infrastructure and environmental issues



**Sarah Banner**  
[sarahbanner@roythornes.co.uk](mailto:sarahbanner@roythornes.co.uk)

**Partner, Private Client**

**Sarah's particular interest is in helping individuals and families to structure their personal/family business affairs and their property ownership in the most tax efficient way, including specialist trust advice.**

**Specialist areas:** probate, administration of estates, wills, trusts, Powers of Attorney, Court of Protection work, charities



**Peter Cusick**  
[petercusick@roythornes.co.uk](mailto:petercusick@roythornes.co.uk)

**Partner, Litigation**

**Peter is an agricultural litigator with a national reputation. He has acted successfully against the RPA and Defra, particularly in subsidy cases.** Chambers UK once said of him: "... He has a brilliant legal mind."

**Specialist areas:** partnership and shareholder disputes, contract disputes, agency law, banking litigation, professional negligence claims, subsidy claims

## Meet the team



**Ed Johnson**

[Edwardjohnson@roythornes.co.uk](mailto:Edwardjohnson@roythornes.co.uk)

### Partner, Property

For sound advice on every kind of energy, waste and renewables projects, whether a developer or a landowner, Edd is the first port of call. His knowledge and experience are not easily matched.

**Specialist areas:** large scale energy and waste projects; minerals and intensive poultry arrangements



**Lisa Millington**

[lisamillington@roythornes.co.uk](mailto:lisamillington@roythornes.co.uk)

### Associate, Private Client

**Lisa's work in high-value estate and trust administration is much sought after. The reporting of the ten year charge in trusts, as well as the complicated calculation that goes with it, is her forte. She's also an IHT mitigation expert.**

**Specialist areas:** estate administration, trusts, tax planning, as well as the full range of private client work



**Vember Mortlock**

[vembermortlock@roythornes.co.uk](mailto:vembermortlock@roythornes.co.uk)

### Partner, head of Property

**When involved in complex, multi-faceted matters, as she often is, Vember is a pragmatic and trusted advisor; pulling together each individual element of the transaction in a timely manner and making sure everything fits neatly within the bigger picture.**

**Specialist areas:** country estates, agricultural businesses, complex and high-value farm transactions, development option agreements



**Paul Thompson**

[paulthompson@roythornes.co.uk](mailto:paulthompson@roythornes.co.uk)

### Partner, Private Client

**Paul has recently joined the company, bringing with him a wealth of experience in all aspects of private client work. Serving those from mainly the agricultural and rural land sectors, Paul has considerable experience of working with charities, and his arrival will further boost our already flourishing Private Client team.**

**Specialist areas:** capital tax advice, succession planning, charitable advice, estate administration, trusts, wills



**John Boon**

[johnboon@roythornes.co.uk](mailto:johnboon@roythornes.co.uk)

### Associate, Family

**John is trusted and respected by his clients for his approachable style. He delivers comprehensive legal advice to his clients in a way they understand and feel comfortable with. John uses his knowledge and expertise to help, advise and guide clients through difficult circumstances.**

**Specialist areas:** divorce proceedings financial proceedings, children issues, pre-nuptial agreements, cohabitee disputes, injunction proceedings.



**Lizzie Walters**

[lizziewalters@roythornes.co.uk](mailto:lizziewalters@roythornes.co.uk)

### Associate & Notary Public, Corporate and Commercial

**Lizzie has a reputation for her personable approach to complex matters and clients appreciate her "continued diligence, attention to detail and commitment to the cause". Her recent work highlights include the incorporation of a family farming partnership with assets of £30million and advising in the demerger of multi-million pound businesses.**

**Specialist areas:** Company and group restructurings including demergers, share for share exchanges, share buybacks and reclassification of shares, group

## Meet the team



**Sarah Whitehurst**

[sarahwhitehurst@roythornes.co.uk](mailto:sarahwhitehurst@roythornes.co.uk)

### Associate, Property

**Dealing with a wide range of contentious matters with a special interest in property litigation, Sarah focuses on** landlord and tenant (residential, commercial and agricultural tenancies), agricultural disputes (including Agricultural Holdings Act 1986 matters), adverse possession, TOLATA claims, possession claims against travellers, restrictive covenant and easement issues including injunctions.

**Specialist areas:** contentious probate claims and professional negligence claims. In addition, she also deals with partnership and contract disputes and insolvency matters.



**Simeon Disley**

[simeondisley@roythornes.co.uk](mailto:simeondisley@roythornes.co.uk)

### Partner, Property

Simeon's renowned persistence has benefited many of his clients. He has secured the registration of swathes of accreted land along The Wash for some, and rescued others from potentially crippling chancel repair costs.

**Specialist areas:** all aspects of farming; water and flood management and fisheries



**Jo Ladds**

[joladds@roythornes.co.uk](mailto:joladds@roythornes.co.uk)

### Partner, Property Development

**Jo specialises in commercial property law concentrating on developer clients. In addition, as part of our well-respected renewable energy team, she advises on** installation and management of projects. She has been involved in many of the UK's large scale solar installations.

**Specialist areas:** acquisition and disposal of development and commercial land; landowner consortium agreements; option agreements; large renewable energy projects; commercial leaseholds



**Claire Hindmarsh**

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### Associate, Property

**Claire has combined her finely-honed legal skills with her rural background and has quickly become the firm's equine property expert. In addition, she has completed various complex AHA surrenders and re-grants involving exchange of freehold interests.**

**Specialist areas:** equine matters, water abstraction licences and trading; AHA surrenders/re-grants; FBTs, diversification, share farming; complex first registrations, auctions



**Jonathan Williams**

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### Partner, Property

**Jonathan's many years' experience in all aspects of conveyancing, whether agricultural, commercial or residential, has earned him the reputation for being approachable; for being open minded in his handling of all matters and for his determination to "get things done".**

**Specialist areas:** residential, commercial and agricultural conveyancing, landlord and tenant, land acquisitions/disposals



**Victoria Hope**

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### Associate, Family

**Victoria trained with Roythornes and has written various articles for the NFU, British Farmer and Grower publications. During her time at the firm, she has also had a six-month secondment with the NFU, advising its members on problems with their IACS forms and livestock claims.**

**Specialist areas:** Victoria has specialist experience in dealing with complex cases, including those involving businesses, farms, pensions and family trusts and has represented trustees in financial remedy proceedings.

Our agricultural work is undertaken by a team with a national reputation. We are highlighted in leading legal guides such as the Legal 500, where we regularly appear as a Tier 1 firm for agricultural work.

It is the combination of technical expertise, personal attention and commercial acumen that sets us apart

## Recent work...

- Freehold farmland purchase involving 34 different titles
- Review of horse lettings across more than 200 acres of agricultural land to ensure compliance and consistency and to advise on the taxation implications of equine use of farmland
- Purchase of a block of farmland including a 3 ½ hectare aeroplane crash site; dealing with related indemnities and the respective liabilities of seller and buyer
- A comprehensive share farming agreement between two top fruit businesses, covering fruit production from 15 different sites
- Advice in relation to EU funding for the first heightening of flood defences in the Lincolnshire Wash area since 1982
- Reorganisation of farm business tenancies relating to four different pig production sites managed by a large commercial producer

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