



MOORE BLATCH RURAL NEWS

Edition eight

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WELCOME TO THE LATEST EDITION OF RURAL NEWS

Since our last edition of Rural News, Sarah and Philip have taken up the reins in leading Moore Blatch's Rural Services team, following Ed's appointment as Managing Partner.

Ed, Philip and Sarah came together in 2014 to start their own Rural Team at Moore Blatch. Philip and Sarah both joined Moore Blatch from well-established firms, and Ed was already working at Moore Blatch. We all felt strongly that, working collaboratively and drawing from expertise across the firm, we could provide a first-class service for Moore Blatch's owners and creators of wealth, namely farming families, Landed Estates and lifestyle buyers.

The resultant success has seen our team expand considerably over the last four years - we now have up to ten partners and seven lawyers working with us on rural instructions boasting a team with wide ranging sector experience, enabling us to advise clients on all related areas of the law. We have a particularly strong track record in private client, tax planning, trusts, sale and purchase transactions, estate management, agricultural tenancies and land development. Working closely with colleagues across the firm means we can assist in many other areas of law. We aim to be a full legal service provider to the rural sector, with clients using us for all their legal needs.

In this edition, we have included articles from our immigration specialist and professional negligence lawyers, which we hope you will find thought provoking. We would also like to welcome Rebecca Langmead to Sarah's team, who joined in September 2018 and is working closely with Jack Keats and Sarah Jordan on rural property matters. We are also in the process of teaming our rural property team with our residential specialists in Lymington, to ensure we have more hands-on-deck to turn transactional work around even quicker than we do now, applying our successful "team" approach across more partners and solicitors.

Our team will strengthen even further with the imminent arrival of Anita Symington, as a consultant. Anita has over 30 years' experience in advising farms and estates on a wide number of matters relating to farming and rural business. She is also a former Chief Legal Adviser to the CLA. We look forward to introducing Anita more formally in the next edition of Rural News.



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MOORE BLATCH STRATEGIC DIRECTION

When I was voted to be managing partner of Moore Blatch in September 2017, overnight my career changed from being a rural property lawyer to businessman, with responsibility for all operational and strategic decisions for our firm.

Any professional who has made this leap will understand how truly daunting but exciting this career move can be. Leading a business with 300 staff and a turnover of £30M when you have absolutely no idea what you are doing is, take it from me, a terrifying experience.

Acting on instinct at the beginning, I have slowly immersed myself in learning about business and leadership; everything from the P&L, balance sheet and cash flow to the importance of culture and creating an environment whereby we attract, retain and develop the best people who then perform at their best. Having inherited a firm which had expanded into London and grown rapidly in recent years, I realised after a few months that we needed to take stock and reinvigorate our firm by developing a new collective vision for our business.

Last summer we consulted partners and staff and took time to carefully consider our future direction. We resolved to focus on becoming a market leading firm for family wealth owners and entrepreneurial wealth creators; the rural sector being one of the key market places in which to spearhead this strategy, with Landed Estates, Farming and Agribusiness and new entrants from London and

abroad fitting perfectly with these market places. Implementing this strategy involves gaining a deep understanding of the needs of these families and businesses, which is why we have formed a team from London to the home counties who have links to the countryside in their personal lives.

We will aim to constantly improve our service for you and referring professional partners in the rural sector by relentlessly focusing on our chosen clients and their needs, and by being large enough to offer the widest possible array of legal advice, whilst being reasonably priced compared to our central London competitors.

Please don't hesitate to contact me if you have any thoughts or comments on our chosen strategic direction.



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SUCCESSION PLANNING FOR FARMERS

TOP TIPS FOR SUCCESS

Farming succession is absolutely imperative to the success of individual farmers, but it is also integral to the overall agricultural picture in the UK. Factors such as falling revenue across the rural sector, increased competition from foreign competitors and the evolving nature of the 'modern farmer' all contribute to the importance of planning correctly for the future.

Set out below are our 'top tips' for dealing with this often financially and emotionally difficult concept and which we believe best capture the necessary required steps:

1. Pandora's Box

Initiating discussion with clients who need to consider succession planning can often be fraught with difficulties, particularly if children are involved who have different experiences and aims for the future of the farm. However, by doing so early enough, this will help to bring opinions to the fore and allow those with differing agendas the opportunity to have their say. It may be an idea to consider using an independent moderator to act on behalf of all parties to achieve familial harmony going forwards.

2. What's the objective?

This is an obvious step to achieve, but can often be lost amongst recriminations between interested parties. Essentially, the main aim may be to preserve the farm for future generations and it is important to keep this concept to mind when beginning the succession plan.

3. It's all in the detail

When considering the detail to be included within any good succession planning strategy, a good starting point is to think about what combination of a number of disciplines needs to be considered – these might range from the involvement of land agents and surveyors, to legal and taxation professionals. It is important to remember that although tax planning is key, the impact of any tax mitigation strategy needs to be balanced against asset protection elements to avoid any issues should the next generation face bankruptcy, divorce or death. In terms of the farm assets themselves, it is vital that the following questions are addressed:

- As each family member is different, what do they want from the farm?
- How are the farm assets currently owned? Partnership, solely or in a corporate structure?
- Who actually lives in or occupies the farm buildings and land?
- What development or overage opportunities exist now or in the future?
- Is the farm already diversified or is this included in the plans for succession?
- Does each family member want to either remain, leave or become involved in the business?

Once the assets have been identified, then you need to establish the involvement of the next generation. This could be by bringing them in as partners or indeed amending or creating a new corporate

structure to hold the assets and manage ongoing governance.

Succession can facilitate a conversation between the existing and new entrants by considering a staged entry through a variety of alternative arrangements, such as share/contract farming, joint ventures or even paid tenancies. This can allow the retiring farmer the chance to enjoy a managed retirement, rather than just being immediately put out to pasture.

4. Future control

A key part of succession planning is making sure that the family involved in the business have valid wills and, where appropriate, a partnership (or shareholder) agreement is in place. The importance of these documents cannot be overstated – they allow the ownership of the business to run smoothly even in the event of a life event, such as death. Protection for the future should always be at the forefront of the mind of the advising professionals, as ancillary documents such as Lasting Powers of Attorney, family charters and pre-nuptial agreements.

5. Conclusion

Due to the evolution of farming over the years and the presence of much more diversification, traditional models of estate planning (such as relying on wills and inheritance on death) have now fallen by the wayside. Planning on death clearly still has a huge role to play, but should be combined with properly advised lifetime gifting strategies. Factoring in protection against divorce, bankruptcy, death, tax and long-term health issues when gifting to younger generations should be considered when discussing any type of lifetime planning strategy.

A well drafted succession plan can save a tremendous amount of familial strife and provide both security and peace of mind to both current and future generations.



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CASE LAW UPDATE

RESTRICTIVE COVENANTS

The case of *Jones v Owen* [2018] EWCA Civ 1895; [2018] 8 WLUK 105 looked at the effect of restrictive covenants on a transfer of land. The Claimant and the Defendant are neighbours and the case concerned a four metre strip of land (the “Strip”). This case is of note as it demonstrates that “retained land” burdened by a restrictive covenant can include land not owned by the transferor at the time the covenant was imposed.

The Claimant originally owned the Defendant’s land but sold it in 2003 to residential property developers. The contract imposed restrictive covenants on both the land sold to the developer and the land retained by the claimant - the land being sold was to be used for residential purposes only, and the land retained was not to be used for any agricultural activities which would affect any residential development. The contract also required the developer or their predecessors in title to transfer the Strip to the Claimant if a particular barn was demolished.

In 2005, the developer sold the plot to the Defendant who agreed with the developer that they would transfer the Strip back to the Claimant should the barn ever be destroyed.

In 2009, the barn was destroyed, and the Defendant was obliged to transfer the Strip back to the Claimant. The issue then arose as to whether the Claimant should be subject to the same restrictive covenant in respect of carrying out any agricultural activities on the Strip which would affect the residential development. The court looked at the facts of the case and whether the definition of

“retained land” to which the Claimant’s restrictive covenants would apply included the Strip. Interestingly, the court held that although the 2003 contract did not expressly include the Strip, it should be construed as including the Strip.

The judge believed the drafting to be incorrect and that the intention of the parties was that any land retained by the Claimants would be burdened by the covenant in order to protect the defendant’s predecessors in title and make any residential development viable.

This case went to the Court of Appeal in 2018 and the argument by the Claimant was again dismissed.



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OCCUPYING LAND WITHOUT A WRITTEN LEASE, LICENSE OR AGREEMENT

Problems and confusion can often arise where someone is occupying an area of land without any written basis for doing so. Subject to the facts surrounding their taking up occupation of the land in question, many people immediately assume that the person in occupation is trespassing. This is not always the case.

Typically, somebody occupying land they do not own will be occupying under a lease or licence or some other form of interest in the land, whether written or not. It is not always necessary for a lease or licence to be set out in writing; it can be acquired or granted orally.

The basis of an occupier’s occupation will determine what rights they have in the land and, often the more important question for landowners, how they can be removed.

In an agricultural context, there are multiple types of occupation to consider, some of which grant the occupier significant rights.

To establish the type of occupation an occupier might have or have acquired (even if they have a written lease, licence or agreement

which maybe does not properly reflect their actual use of the land), it is important to consider the facts surrounding their occupation.

The primary factors influencing the type of occupancy rights someone might have are:

- Whether they have exclusive possession of the land – that is, do they occupy it on their own without interruption from anyone else?

If they do, it is likely they have a tenancy or lease of the land rather than a licence. If they do not have exclusive possession, they will more likely only have a licence.

- Is the occupation connected to a trade or business?

A common example would be a field used for grazing horses. Is the grazing required as a part of a business, for example a livery or stables?

Another common example in an agricultural context is a warehouse or barn used for storage of third parties' items in return for payment. If associated to a trade or business, statutory protections under the Landlord and Tenant Act 1954 may apply. If not, then it is unlikely any specific regimes apply.

- Is the occupier's occupation for agricultural purposes?

Answering this question will require consideration of the definition of "agriculture" and whether the activities on the land in question satisfy that definition.

- The date the occupier took occupation of the land?

The date the occupier took up occupation will – if they have or have acquired a tenancy/lease of the land and the use of the land is agricultural – effect the type of rights they are afforded by statute.

Put simply, if the occupier took up occupation:

- Prior to 12 July 1984, the occupier may have acquired a tenancy with the protections of the Agricultural Holdings Act 1986 to include the right to be succeeded
- Prior to 1 September 1995, the occupier may have acquired a tenancy with the protections of the Agricultural Holdings Act 1986
- On or after 1 September 1995, the occupier may have acquired a farm business tenancy which will be governed by the Agricultural Tenancies Act 1995

As you will note, there are many issues to consider and areas of complexity surrounding occupation of land – particularly agricultural land.



The experts in Moore Blatch's Rural Services Team can advise you of your position if you are occupying land, or if you own land occupied by someone whose rights in that land you would like to identify and consider more fully.



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AHA TENANCIES OBTAINING VACANT POSSESSION

We are regularly being asked to report on the status of agricultural tenants who occupy land required for development by the landowner, whether access can be obtained by a promoter and buyer for site surveys and investigations; and for providing a strategy for delivering vacant possession of the land in question.

In many cases, this work crosses over nicely with our land development specialists – such as Steven Watts who is featured in this edition of Rural News – who are working on options and promotion agreements for the landowners.

Agricultural tenancies are a 'minefield' and careful consideration will need to be given to consider the type of tenancy in question and potential rights the tenant may have, which Simon Beetham touches on in his article.

Our team will provide a formal report assessing what type of tenancy is involved, how access for site surveys may be obtained and essential advice for landowners and their development advisers on how and when vacant possession can be delivered.

Communication and open negotiation between the landowner, agents, lawyers and the tenant will be key to help achieve early vacant possession for a landowner.

Often, a financial deal can be done with a tenant to surrender early. This may appear costly in the short term, but is often more cost effective than a battle for possession under agricultural tenancy legislation.



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ESCAPE TO THE COUNTRY

POINTS TO CONSIDER

At Moore Blatch, we regularly act for purchasers who are based in London and other urban centres who are looking to purchase rural homes and escape to the country. They may be relocating or looking to purchase a second property as an investment or lifestyle proposition.

Each property presents its own issues for the solicitors involved but there is a catalogue of issues that solicitors should commonly look out for when acting on the sale or purchase of rural property.

From experience of multiple rural transactions, we strongly believe it is essential to choose a solicitor who has a familiarity with transacting in rural land. If you choose the Rural Property team at Moore Blatch – then all the better!

Here are some non-exhaustive examples of the issues which we commonly see:

1. Rights of way

You and your solicitors should look out for public rights of way across the property. Some of these would be identified by a solicitor's suite of searches but also look out for evidence on site, such as gaps in hedges, gates and stiles.

2. Stamp duty land tax (SDLT)

According to HMRC, SDLT is forecast to generate revenue of £15.2 billion per year to HMRC by 2022. SDLT on high value properties has steadily risen over successive governments and the second home surcharge, introduced in 2016, was an extension of this policy. However, particularly on rural properties, it can be possible to use lawful reliefs (such as the mixed use rate or multiple dwellings relief) to generate substantial SDLT savings. This requires a thorough analysis of the features of each individual property.

3. Tenants

If parts of the property are let, the protection that the tenants have will depend enormously on their type of tenancy. It is possible that there may be service tenancies of outlying cottages or agricultural tenancies of parts of the land. Tenants under some types of agricultural tenancies enjoy extensive protections against eviction and/or compensation rights for improvements. If these exist, you will need advice from solicitors adept at managing and advising on these. If there are employees at the property, such as gardeners or agricultural staff, this will also need detailed consideration.

4. Title

a. Rural properties that are spread over multiple acres are far more likely to be unregistered at the Land Registry or be made up of a number of different titles. Your solicitor should check how these marry together. If the title plans are particularly complex, a walk around the site is a very sensible idea.

b. The title may contain multiple restrictive covenants which may affect the permitted use of the property and could potentially hinder any redevelopment plans, for example not to use the land other than for agricultural purposes. It is important to work out who has the benefit of these covenants and what the practical effect of them may be (if any). In some instances, it is possible to obtain insurance against an adjoining owner seeking to enforce one of these covenants.

c. Sporting rights are essentially rights to go onto someone else's land and shoot, hunt or fish on it. If, like me, you live in London, you are almost certainly going to own the sporting rights over your home and in any event the risk of them being exercised would be minimal/zero. However, sporting rights over rural properties can be very valuable and cause practical inconvenience to the occupier of the property.

When transacting in sizeable rural property, it is important that the solicitors check if sporting rights are "in hand" (i.e. the seller owns them and has not let or licensed them to someone else). If these sporting rights are owned by a different party, solicitors and other advisers should try to check who owns them and how often they are or can be exercised.

5. Unadopted roads

Rural properties are far more likely to be located off the publicly adopted highway network, with access often along private or shared access roads or tracks. It can be critical to know who maintains these private roads and who contributes towards their maintenance and repair.

6. Utilities

Rural properties are far less likely to be connected to services such as mains drainage or gas. Electricity or other utilities may be fed along stretches of unadopted pipes or cables, which are not the responsibility of the utility company. Your solicitor should let you know what the arrangements are and your surveyor and insurer should be made aware of the existence of apparatus such as septic tanks.

7. Wayleaves

It is not uncommon for electricity, water or other utility lines or pipes to cross rural property. Their existence is sometimes recorded in a wayleave agreement, which records the terms of their occupation. Sometimes a fee is payable by the utility company, which may or may not be collected as it is supposed to be. The existence of these wayleaves can restrict use or development plans but, on a positive note, may provide a little supplemental income.

These are just selection of issues we commonly encounter on rural property transactions. For more information, do not hesitate to get in touch.



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'MIXED-USE' RATE

STAMP DUTY TAX

When you purchase property in the UK you will normally be subject to paying Stamp Duty Land Tax ("SDLT") on the purchase. Generally, your SDLT is payable 14 days following completion of the purchase.



Stamp Duty Land Tax is calculated based on a variety of features, including the price paid for the property, whether you are a previous home owner, whether this will be your second home and whether there is a commercial use for the property (or part of it).

The commercial rates of SDLT are much lower than the residential rates for SDLT, making the purchase of commercial property much cheaper in terms of immediate tax cost than the purchase of a comparably priced residential property.

If it can be established that a property comprises both residential land and land not required for residential use, it can qualify for the 'mixed-use' rate of SDLT, which can create a significant saving as opposed to the standard residential rate.

For example, take a purchase of a property for £3,000,000, the SDLT payable on this at the standard residential rate would be £273,750. Take the same purchase and apply the mixed-use rate of SDLT and the payable tax would be £139,500, which is an immediate tax saving of £134,250.

Clearly, the ability to claim the mixed-use rate of SDLT is an extremely attractive selling point for a property, and we routinely see agents marketing a property as 'mixed-use'.

So what qualifies as a 'mixed-use' property? This depends on the facts of each case. The property will need to have a use that can be identified as being over and above its residential use.

Take the purchase of a farmhouse with 100 acres and outbuildings. It is likely that this will qualify for the mixed-use rate, particularly if the 100 acres are actively farmed. On the other hand, take the purchase of a house with 10 acres with the exclusive use of the acres being the grazing of horses. Can this still be considered over and above the residential nature of the Property? HMRC is likely to argue not – on the basis that the grounds are part of the house, and the horses are part of the enjoyment of those grounds.

HMRC is now routinely challenging SDLT returns that they consider questionable and is becoming more aggressive in its stance. It is helpful if the land is subject to third party rights which indicate a use other than a residential one. For example, if the ten acres described in the above scenario were let out under a Farm Business Tenancy to a farmer who used them for the grazing of cows, then it suggests that the land let out is not necessary for the residential use of the remainder of the property, and is commercial in its use.

If you are considering making an offer on a property that may qualify for the 'mixed-use' rate, please do not hesitate to get in touch, we would be delighted to provide assistance.



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PLANNING APPRAISAL

DOING MORE WITH YOUR LAND

You can do more with your land than just farming it. Understand the options available and diversify your land with our comprehensive planning appraisals.



Whether you want to exercise a Permitted Development right (the Government's version of an automatic planning permission included within recent legislation) and convert an agricultural building into a dwelling house, or if you are looking to install renewable energy generators (be it solar or wind), get in touch with our planning team.

We will review your plans, examine your options and provide you with clear guidance and advice.



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ASSETS OF COMMUNITY VALUE

The recent case of *Banner Homes Limited v St Albans City and District Council* illustrates how the Asset of Community Value scheme can cause problems to development. In this particular case, a field was listed as an Asset of Community Value ("ACV") – despite its use by the local community having been unlawful.

Banner Homes was the owner of a field which was bisected by two public footpaths. The public would stray from the public footpaths onto the wider field and for a period of more than 40 years used the field for various recreational activities, such as walking, exercising dogs, children playing and photography of local flora and fauna.

Banner Homes had not given express permission to the local community to use the land beyond the public footpaths, although it was aware that such use had taken place and had not objected to such use. A local residents' association nominated the land to be listed as an ACV and the listing was confirmed by the local authority.

Banner Homes appealed the decision to list the field as an ACV on the basis that the actual use by the local community was unlawful as it constituted a trespass. It was common ground that the use of the field beyond the public footpaths for recreational activities constituted a trespass.

An internal review by the local authority confirmed the listing and Banner Homes was unsuccessful in its subsequent appeals to the First-Tier Tribunal, Upper Tribunal and Court of Appeal. The decisive factor in this case was that the Court of Appeal

was not prepared to accept that the actual use of the field by the public needed to be a lawful use.

What are the implications of land being listed as an Asset of Community Value?

The local authority keeps a list of assets that are of community value and an affected landowner must notify the local authority of its intent to sell or grant a long lease of such an asset. This notice affords the community the opportunity to bid to purchase the property and community groups have a six week period within which to ask to be treated as a potential bidder.

If any such notice is given by a community group, a six month moratorium period applies, during which only bids from community groups can be accepted. The owner is not obliged to sell to any such community group and after the expiry of the moratorium period, is entitled to sell the land to anyone else.



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EQUINE NEGLIGENCE

PROFESSIONAL INSURANCE



Professionals have insurance to protect them when accidents happen. If your local vet reversed their car into you, or you reversed your car into them, neither of you would feel embarrassed about shaking hands and passing over the respective insurance documents.

While we all wished they wouldn't, it is an unfortunate fact that accidents do happen. But, while most of us understand our rights with regards to motor accidents, the same is not true when an accident happens with respect to a professional service provider such as a vet, a builder, an accountant and yes, even your lawyer.

Part of the problem with addressing this type accident is in its title 'professional negligence', as this term can sound overly harsh. The reality is, that just like motor accidents, everyone makes mistakes, even those that are very good at their jobs.

So, from here on in, assume that that you are treating an accident by a professional that you employ in the same way as you would a car prang. It's important to understand what the law says regarding professional negligence.

The law requires professionals to exercise a reasonable degree of care and skill in their practice, as would be expected from another member of their profession.

Not exercising a reasonable degree of care and skill could include an accountant giving bad tax planning advice, or work by a builder or architect leading to problems with the construction of riding schools or other commercial or residential premises.

Professional negligence can also apply to an equine trainer, farrier, or livery yard owner, if they have failed to carry out their duty professionally. Claims for veterinary negligence could include:

production of an inaccurate vetting certificate, failure or misdiagnosis of a problem, failure to refer to a specialist, administering negligent treatment, failing to keep up to date with changes in best practice or use of outdated or discredited techniques, procedures or medication.

So what are you claiming for? Quite simply, rectifying a mistake and any other associated costs. Just as with a car insurance claim, there may be additional expenses that need to be covered; further treatment for injured animals or a need to hire other buildings.

And just like with motor insurance, if it's a classic or high-performance livestock animal, race or eventing horse that's been injured - or worse - the costs escalate and can include other factors such as loss of breeding value.

Most of these claims are above the small claims court jurisdiction of £10,000. However, the good news is that professionals have insurance to cover them against accidents, called professional indemnity insurance, which pays compensation if mistakes are made. For most professionals, having professional indemnity insurance is an occupational requirement.

If you are concerned that you have suffered financially because of a mistake on behalf of a professional employed, don't be ashamed to seek legal advice. We all have insurance to protect us, as every once in a while, mistakes are made.



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IS THERE A POST-BREXIT SOLUTION FOR FARM WORKERS?

The issues in relation to retaining agricultural workers surmising rotting fruit mountains have been widely reported by the media. Talk of the new schemes, quotas and sponsor licences are incredibly confusing. We have demystified some of the rhetoric.

Nationwide pilot scheme

In September last year, the Government announced a new nationwide pilot scheme for seasonal agricultural workers from outside the EEA to come and work in the UK. The scheme is aimed at alleviating the chronic shortage of workers in the farming industry following Brexit. Workers will be allowed to stay for up to 6 months before returning home.

The scheme is capped at 2,500 and will be part of a two year trial starting in spring 2019 and ending in December 2020.

The National Union of Farmers (NFU) has welcomed the announcement as a “major victory”. The last scheme of this type – Seasonal Agricultural Workers (SAWS) – was closed in 2013; it allowed 21,250 Romanian and Bulgarian workers to do the same jobs. With some fruit farms employing up to 800 workers at peak times and in an industry that employs around 35,000 seasonal workers, 2,500 suddenly doesn’t seem like a workable solution.

The immigration system

Just before Christmas the Government’s proposals about the UK’s future immigration system were published. The section of the scheme targeted at overseas workers repeatedly makes statements about how the UK will attract the “brightest” and “best skilled” workers once the UK leaves the EU. After the announcement about seasonal workers in September, some had high hopes that we would finally get some clarity for agricultural workers. In reality, the 164 page document gives one sentence about this:

“We will be running a small scale pilot scheme for agricultural workers in 2019”

How, what and when isn’t addressed! Innovation and going forward is given as the reason for no specific schemes for low skilled workers. The report states:

“Leaving the EU provides an opportunity to drive business change and ensure that UK companies are at the forefront of innovation going forwards”

This may sound like a sensible solution for some sectors but as explained in edition seven of Rural News, this doesn’t work in the farming industry.

A transitional measure has been announced where short-term workers would come to the UK for 12 months, return home for 12 months, re-enter for 12 months, etc. This is allegedly so people are prevented from working in the UK permanently. Only people without a criminal record from unspecified various countries will be able to participate and there is a clear indication that fees for these types of applications will increase to reflect the “transitory nature of the scheme”.

The document fails to recognise that so many EU nationals are employed in the agricultural sector because there are no mandatory Home Office fees to pay, and they can work for as long as they wish, settle and bring their partners and children if they want to.

The new scheme will not operate until the end of the implementation period. The route will be fully reviewed in 2025 and could be closed at whim if certain (non-specified) economic conditions warrant it, providing little or no job security to overseas workers. With so many disadvantages, many overseas workers may well question coming to the UK at all.

What do all the technical terms mean?

With so many dates and periods being mentioned, it is very important that employers and their EU employees understand what is likely to happen and when. The key dates so far are:

- 29 March 2019 (withdrawal date) - UK leaves the EU. Nothing will change in terms of immigration status for EU worker rights until 30 March 2019.
- 30 March 2019 - EU settlement scheme opens nationwide.
- 31 December 2020 (end of implementation period) - EU nationals and families must register with the new scheme to confirm their immigration status by June 2021, if the withdrawal agreement goes ahead.
- Autumn 2020 - new system for EU and non-EU nationals alike.
- 2025 review of short-term temporary workers.

How can you safeguard your position now?

If you employ EU workers, we advise urging them to apply for a Residence Card (if they have been here less than 5 years) or Permanent Residence Card (if they have been here for more than 5 years). More information about this process is explained in our blog. With Brexit looming and no concrete plans for the future, it seems farmers still have need for reassurance about their long-term labour needs.

If you are concerned about how this issue may affect your farming business, please contact us on 020 3818 5433 or by email at: immigration@mooreblatch.com.



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COMMONER'S CORNER

#GRAZINGISGOOD

The New Forest National Park and Commoner's Defence Association have launched the #grazingisgood campaign, which recognises the benefit commoning brings to the New Forest.

With the whole of UK farming in a state of the unknown whilst we await with baited breath how UK subsidies will be distributed, the New Forest, like many commonland holdings, needs to protect its position to secure farming subsidies.

I was lucky enough to have four foals born to my new forest pony herd in 2018, three fillies and a colt. The fillies will be retained as future mares and the colt will be sold. Grazing the open New Forest is so important to maintain the delicate ecological balance. Lord Gardiner, on his visit to the New Forest Show in July 2018, commented on how vital commoning is to the New Forest to preserve its landscape.

I was delighted that Moore Blatch could sponsor the CLA and New Forest awards at the New Forest Show again last year, with the awards growing to cover businesses across the whole of Hampshire.

It was in the heat of a 30 degrees July Saturday evening last year that Channel 4 chose to screen the first of a four part series #ayearinthenewforest, starting with its Autumn episode. My family and I, along with other commoners, were followed by a film crew

through the changing seasons showing how we adapt to farm our animals on the forest. The series was beautifully shot and was an intriguing insight into an ancient area of southern England. With no plans to give up the legal day job just yet, I have been asked by the BBC to be part of a new programme again – following people in the New Forest.

This, coupled with my Countryfile appearance proved an interesting year for a property lawyer based in Lymington!

I will be very busy over the next few months with not only caring for my New Forest animals, but also a newborn baby to the family. I will be looking forward to returning to my desk at Moore Blatch later this year, but if you need anything in my absence please contact Sarah Jordan or Philip Whitcomb who can assist.



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