

# myerson MAGAZINE

ISSUE 22 // 2026



## **"A TASTE OF ALTRINCHAM" 2026 COOKBOOK**

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# Avoiding Court: How Family Mediation Can Help

Family breakdown is never easy. Alongside the emotional impact, there are often important practical decisions to make, which can feel overwhelming at an already difficult time. At Myerson, our Family team are members of Resolution, supporting clients to resolve matters in a constructive, cost-effective and child-focused way, often through family mediation.

## What is family mediation?

Family mediation is a voluntary and confidential process where an independent, trained mediator helps separating couples reach agreement on arrangements for children, finances and property.

The mediator does not take sides or make decisions. Instead, they guide discussions, helping both parties explore options and find solutions that work for them. Any agreement reached can then be made legally binding with the support of a solicitor. Mediation can be particularly helpful when deciding where children will live, how they will spend time with each parent, and how finances and assets should be divided following separation. Before making an application to court, most people are required to attend a Mediation Information and Assessment Meeting, known as a MIAM, unless an exemption applies.

## How does mediation work?

The process begins with a MIAM, where a mediator will assess whether mediation is suitable and explain alternative ways of resolving matters outside of court.

If both parties are willing to proceed, joint mediation sessions are arranged. These can take place in person, remotely, or via shuttle mediation, where each person remains in a separate room and the mediator moves between them.

Mediation is flexible and can take place over one or several sessions, depending on the complexity of the issues and the pace that suits both parties.

## What can mediation help with?

Mediation can support a wide range of discussions, including:

- Child arrangements, such as living arrangements, time spent with each parent, schooling and holidays;
- Financial matters, including property, pensions, savings and debts;
- Interim arrangements and ongoing co-parenting.

Discussions are private and without prejudice, allowing both parties to speak openly and work towards a resolution.

## What are the benefits?

Mediation is widely seen as an effective alternative to court proceedings. It is typically:

- More cost-effective;
- Quicker and more flexible;
- Less confrontational and less stressful;
- Supportive of better communication, particularly where children are involved.

Importantly, mediation allows you to retain control over the outcome, rather than having a decision imposed by a judge.

## How much does it cost?

Mediation is generally more affordable than going to court, with costs usually shared and agreed in advance. There may also be financial support available. Eligible cases involving children can benefit from up to £500 through the Family Mediation Voucher Scheme, and legal aid may be available for those who qualify.

## Is it legally binding?

Agreements reached in mediation are not legally binding on their own. However, the mediator can prepare documents which can then be formalised into a binding court order with the help of a solicitor.

## Is mediation right for you?

Mediation may be a good option if you want to resolve matters amicably, maintain communication and avoid court, while keeping greater control over the outcome. It may not be suitable where there are safeguarding concerns, domestic abuse, or a significant imbalance of power. These factors are carefully considered at the MIAM stage.

## How we can help

Our Family Law team regularly supports clients through mediation, alongside clear and practical legal advice to ensure any agreement is fair and workable. Jane Tenquist, Head of Family, is an accredited mediator with over 35 years' experience and offers both in person and remote sessions from our dedicated non-court dispute resolution suite.

If you would like to explore whether mediation is right for you, our team would be pleased to assist.

Listen to our podcast:  
*Family Law Without  
Court: A Practical Guide to  
Mediation, Arbitration and  
Collaborative Solutions*



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# How to Make Sure Your Wishes Are Respected in Your Will

Few things are as important as deciding what happens to your estate after you pass away. A well drafted Will isn't just a legal document; it's a final expression of your wishes for your assets and the people and causes that matter the most to you. But ensuring those wishes are respected isn't always as simple as just writing them down. Without the right structure, clarity and professional support, even the best intentions can unravel - often at great emotional and financial cost to the people left behind.

This article explores the common pitfalls of homemade Wills, and how using a solicitor can help ensure your testamentary wishes are respected.

## Issues that can arise with homemade Wills

Many people assume that as long as they write a Will, their wishes will automatically be honoured but that's not always the case. To be valid, a Will has to satisfy several legal requirements, and even a seemingly minor error can create big problems.

### Incorrect execution

A Will must be executed in a very specific way. This is as follows:

- 1 It must be in writing and signed by the testator (or by some other person in their presence and at their direction);
- 2 It appears that the testator intended their signature to give effect to the Will;
- 3 The testator's signature must be made or acknowledged in the presence of two or more witnesses present at the same time; and
- 4 Each witness either attests and signs the Will or acknowledges their signature in the presence of the testator.

If these rules aren't followed, then the Will would be considered invalid and your estate will be distributed in accordance with any previous Wills, or if there aren't any, the intestacy rules. Intestacy rules can produce outcomes completely at odds with your wishes, especially for unmarried partners, blended families or stepchildren. This can lead to unfair results and costly claims being brought against your estate.

There are also specific rules on who can witness a Will. For example, if a beneficiary (or their spouse/civil partner) acts as a witness, the gift to that beneficiary will fail and could pass to someone you did not want to receive the gift.

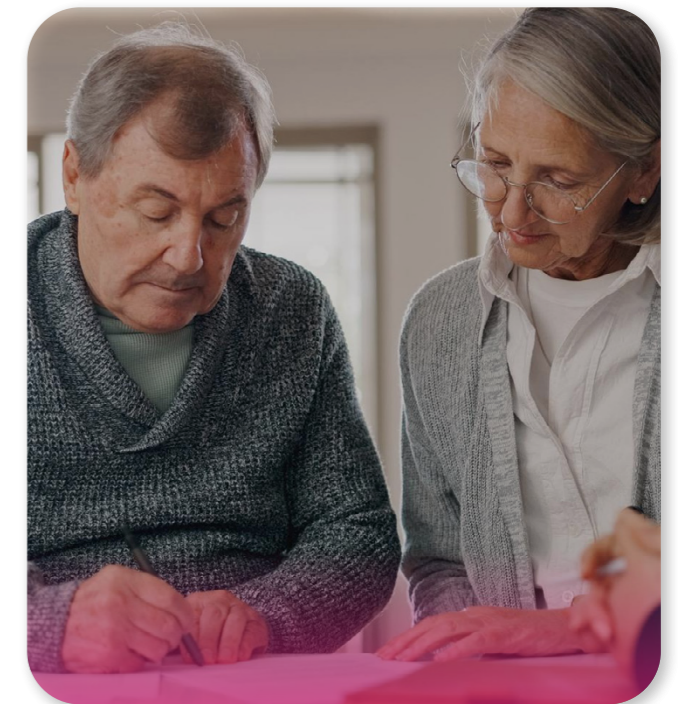
Incorrect execution is one of the most common problems with homemade Wills. A professional can assist you with ensuring compliance with the legal requirements.

### Ambiguous wording

Everyday language can be interpreted in many different ways. Without careful drafting, your executors/beneficiaries may disagree about the meaning of key phrases. This ambiguity can lead to the court needing to determine the meaning of certain terms of your Will and your estate could end up being distributed in a way you did not intend.

### Changes in circumstances

Life changes, and your Will should be kept up to date to reflect this. Failing to update your Will can unintentionally exclude loved ones. This can lead to claims under the Inheritance (Provision for Family and Dependants) Act 1975 where family members and dependants can seek reasonable financial provision from your estate. Without proper planning and clearly documented reasoning for the decisions you have made, your wishes may be given less weight by the court in determining any claims.



## Final thoughts

Your Will is one of the most important documents you will ever make. While homemade options may appear quick and convenient, the risks can be significant, and the consequences are often felt by the people you care about the most.

Taking legal advice ensures your testamentary wishes are clear, valid and robust. It also reduces the likelihood of disputes, protects vulnerable beneficiaries and provides peace of mind that your wishes will be honoured as you intended.

## Next Steps

If you haven't reviewed your Will recently - or haven't made one at all - now is the perfect time to take that step. Alternatively, if you would like to dispute a Will put in place for someone that has passed, call our Contentious Probate Team.



Speak to our  
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# Renters' Rights Act 2025: What the New Possession Grounds Mean for Landlords

The Renters' Rights Act 2025 marks a significant shift in the private rented sector, with the abolition of Section 21 'no fault' evictions from 1 May 2026 representing the most widely discussed reform. For landlords, however, the more pressing issue is not the removal of Section 21 itself, but what replaces it. In practical terms, how will possession of a property be recovered in the new regime?

The answer lies in a revised and expanded set of statutory grounds for possession. While these changes are designed to strengthen tenant security, they also reshape, rather than remove, a landlord's ability to regain control of their property.

## A more structured approach to possession

Under the previous framework, landlords often relied on Section 21 as a straightforward route to possession, without needing to establish fault on the part of the tenant. From May 2026, that route falls away entirely. All possession claims will instead need to be grounded in the statutory regime (broadly equivalent to the current Section 8 process), requiring landlords to identify and evidence a specific legal basis for possession.

This represents a clear move towards a more structured and reason-based system. While possession remains available, it is no longer a matter of choice between routes, but of selecting and substantiating the appropriate ground.

## Expanded grounds reflecting real-world scenarios

One of the more constructive aspects of the legislation is the expansion of grounds to reflect situations landlords commonly encounter. In particular, the Act introduces or clarifies grounds where:

- The landlord intends to sell the property;
- The property is required for occupation by the landlord or a close family member;
- The property is subject to redevelopment;
- The tenancy arises in a more specialised context, such as supported housing or employment-linked accommodation.

These grounds provide clearer legal pathways in circumstances that previously required more nuanced argument or reliance on discretionary provisions. That said, they are not without conditions. In most cases, landlords will be required to demonstrate a genuine intention to rely on the ground, and in some instances may be restricted from re-letting within a defined period.

## Longer notice periods and forward planning

A notable feature of the new regime is the extension of notice periods across a number of key grounds. For example:

- The notice period for sale or occupation by a landlord or family member is typically four months;
- Redevelopment grounds have similarly increased to four months;
- The mandatory rent arrears ground now requires four weeks' notice, rather than two.

These changes reflect a policy intention to provide tenants with greater stability and time to make alternative arrangements. For landlords, the practical implication is the need for earlier decision-making and more careful forward planning, particularly where possession is linked to a future event such as a sale.

## Dealing with rent arrears and tenant conduct

The Act retains the existing focus on rent arrears and tenant behaviour, but with some recalibration. The mandatory ground for serious rent arrears remains available, preserving an important route for landlords where tenants fall significantly behind. However, the extended notice period introduces a modest delay in enforcement.

In contrast, the position in relation to anti-social behaviour has been strengthened. In cases involving serious or criminal conduct, landlords may be able to proceed immediately, without a notice period. This reflects a clear intention to ensure that the system can respond effectively to the most acute forms of tenant misconduct.

## Additional grounds and technical changes

The legislation also introduces a number of more technical grounds, which may be particularly relevant in specific circumstances. These include:

- Provisions dealing with superior landlords and headleases;
- Grounds linked to regulatory or enforcement requirements;
- Updated provisions for supported and temporary accommodation, including homelessness duties.

While these may not arise in every case, they contribute to a more comprehensive and detailed statutory framework.

### A more regulated landscape

The changes to possession grounds sit within a wider package of reforms affecting the private rented sector. Landlords will need to navigate:

- The introduction of a Private Rented Sector Ombudsman;
- A new landlord database, with registration linked to compliance and, in some cases, access to possession grounds;
- Enhanced property standards, including the extension of the Decent Homes Standard and the application of Awaab's Law; and
- Strengthened rules around rent increases and tenant selection, including prohibitions on discrimination.

Taken together, these measures signal a shift towards a more regulated and transparent sector, with increased emphasis on accountability.

### Transition and timing

For landlords currently considering possession, the transition period is significant. The ability to rely on Section 21 will fall away once the new regime is in force. There may therefore be circumstances in which it is appropriate to consider existing options before the changes take effect. Equally, landlords should begin to familiarise themselves with the revised grounds and procedural requirements that will apply going forward.



### Looking ahead

The Renters' Rights Act 2025 does not remove a landlord's ability to recover possession of their property. Rather, it reframes that ability within a more structured and regulated system.

In practice, success under the new regime is likely to depend on early identification of the appropriate ground, careful compliance with procedural requirements, and a more strategic approach to timing. For landlords, the key adjustment is not the loss of control, but the need to operate within a framework that places greater emphasis on justification, evidence and planning.



Speak to one of our  
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### For Your Business

Our review covers the fundamental legal aspects of your business, such as:

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- Data protection (including GDPR)
- Litigation and debt recovery
- Intellectual Property (IP)
- Corporate structure and shareholder agreements
- Commercial Property

### For Your Personal Affairs

We assess your personal legal position to ensure long-term protection and peace of mind. Areas we typically cover include:

- Wills, LPAs and succession planning
- Inheritance Tax and wealth structuring
- Trusts and Family Investment Companies (FIC)
- Property Portfolios
- Residential conveyancing
- Family law matters

### How does it work?

**Book your slot online** or email us at [lawyers@myerson.co.uk](mailto:lawyers@myerson.co.uk) and we'll be in touch to arrange a video or in-person meeting. We'll discuss your business or personal interests, highlight strengths, spot risks, and outline a tailored action plan.



SCAN ME

\* This legal health check is provided to you free of charge. Its purpose is to understand more about your business and legal affairs as well as identifying documents, scenarios and processes within your business where you may benefit from engaging with a solicitor to provide legal services. For the avoidance of doubt, this free legal health check does not constitute the giving of advice, nor does it create a client solicitor relationship between Myerson Solicitors and your business.

# Refinancing Your Commercial Property Through a SIPP

Holding a commercial property in a Self-Invested Personal Pension (SIPP) offers certain advantages. Rental income is generally exempt from income tax and any capital gains on the disposal of property held in a SIPP are also usually tax-free. As a result, holding commercial properties in a SIPP is quite common.

## Why refinance a SIPP property?

SIPP trustees and members may consider refinancing the property to release capital, improve cash flow or secure more favourable lending terms. Refinancing may also be necessary when the term of an existing loan is coming to an end. Refinancing a property owned by a SIPP is very similar to any other refinancing, with a couple of additional considerations to ensure that the refinancing complies with the regulations governing pension schemes.

## Key considerations

It is possible to obtain funding for the purchase of commercial properties in a SIPP, provided that the SIPP does not borrow more than 50% of its net assets. This is also the case when it comes to refinancing a property held in a SIPP, meaning that the refinancing needs to be carefully structured to ensure the SIPP stays within borrowing limits.

There are also practical considerations where the SIPP member or a connected business occupies the property. Connected party transactions are permitted under pension legislation, but they must be conducted on fully commercial terms on an “arm’s length” basis. Rent must reflect market value, and the lease must be on acceptable commercial terms. The refinancing must not confer an improper benefit on the member or any associated party.

## Process and lender requirements

The usual due diligence process will need to be dealt with to refinance the property. The lender will conduct a valuation of the property and will instruct a solicitor to carry out the legal due diligence. This will include reviewing the title to the property, reviewing and reporting on any occupational tenancies and making sure documents such as the Energy Performance Certificate, building insurance policy, and asbestos survey report are up to date.

If the SIPP is refinancing with a different lender, the lender will normally require the usual property searches to be conducted, such as a local authority search, highways search and desktop environmental search. If the refinance is with the same lender, they may waive this requirement and accept an indemnity insurance policy for no searches instead.

The lender will require a legal charge over the property as security for the loan. When signing the security documents, it is important to factor in that the pension fund administrator may need a few days to complete the process. This is because they often carry out internal checks and only certain individuals are authorised to sign. Most lenders still require wet ink signatures rather than electronic signatures.

Refinancing commercial property through a SIPP is rarely straightforward and must be carefully structured. With pension rules, property law and lender requirements all in play, taking early legal advice is key. An experienced solicitor can help ensure compliance and protect the trustees’ position.



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# Common Probate Questions and Misconceptions Explained

Dealing with the death of a loved one is already difficult, and managing their affairs or applying for probate can add further stress, especially if it's your first time. Our Wills, Trusts and Probate lawyers answer common questions and clear up misconceptions to help make the process easier.

## What is probate?

Probate is the formal authority given by the Probate Registry to a person dealing with the estate of someone who has died. Probate is a collective term covering a 'Grant of Probate', a 'Grant of Letters of Administration' and a 'Grant of Letters of Administration with Will Annexed'.

Which of these types of probate needs to be applied for depends on such things as whether the deceased left a Will and whether the executors named in the Will are making the application themselves.

## Do I still need to apply for probate even if there is a Will?

Yes, a probate application is often required even if the deceased left a Will. Whether or not probate is required is more dependent on the type and value of the assets involved in the estate, rather than whether there is a Will. For example, probate is almost always required if the deceased owned a property, and some banks may refuse to pay out monies from a deceased's accounts if they hold funds above a certain threshold (e.g. £30,000, but this will vary from bank to bank).

## How long does probate take?

Before an application for probate is made, there is an information-gathering stage in which all the estate's assets and liabilities must be ascertained. Once this has been done, any inheritance tax must be paid to HMRC before the probate application can be made. Once the Probate Registry receives the application, it aims to issue probate within 12 weeks.

This timescale may be faster in more straightforward cases (e.g., where the executors of a Will are making an online application) and slower in others (e.g., where a postal application is required).

## What is the difference between executors, trustees and administrators?

The terms 'executors' and 'trustees' are often used interchangeably and can become confused with each other. Indeed, a person can appoint the same people to fulfil the roles of executors and trustees in their Will.

When a person dies, leaving a Will, their executors will be tasked with dealing with the practicalities of administering the estate. Amongst other things, the executors will need to collect in the assets, pay any debts, make sure any property is both insured and secured, and make the probate application.

Once the estate is collected in and fully accounted for, the responsibility passes to the trustees. The trustees will need to hold the remaining 'pot' of monies/assets for the beneficiaries named in the Will.

This may only be for a very short period of time if the deceased makes outright gifts in their Will, or it may cover a longer period if, for example, the deceased included a trust in their Will.

Administrators are the people who deal with a person's estate if they die without a Will, or if the executors of the Will are not willing or able to administer the estate themselves. Unlike executors, who can point to the terms of a deceased's Will to show that they are authorised to act in that capacity, administrators must wait until they have applied for and been granted probate before they fully take on their role.

## Will I inherit the debts of a person who has died?

The short answer is no. If a person dies owing debts, those debts will be paid out of the person's estate. The executors or administrators will be responsible for

arranging the payment of debts from the deceased's estate. Still, neither they nor the deceased's family will take on the debts in a personal capacity. Exceptions to this include if someone took out a joint loan with the deceased or provided a guarantee to repay any debts owed by the deceased.

## Do all a person's assets need to go through probate?

No, they do not. Even if probate is required to handle certain assets, this does not mean that all a person's assets need to wait for probate before they can be dealt with. For example, the deceased's personal belongings, such as their car, can be sold or transferred into another person's name before probate is granted.

Also, any assets the deceased owned in joint names with another person will pass to the surviving joint owner, provided that the ownership is as 'joint tenants' rather than 'tenants in common'. You should take legal advice before dealing with any joint assets if you are unsure of the ownership.

Life policies may also be paid out independently, as well as pensions (until April 2027, following the proposed changes in the Autumn 2024 Budget).

## Next Steps

If you need further assistance with administering an estate, please contact our specialist Wills, Trusts and Probate team.



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# Why UK Trustees Must Act Now To Avoid HMRC Penalties

Trusts are a concept that you may have heard of, and many people may even be involved in them, whether by setting them up or being named as a trustee. The duties placed on trustees are becoming more onerous, and many trustees may not even be aware of their responsibilities.

It is important to appreciate that the reporting and compliance requirements are constantly changing, most recently the new requirement for certain Trusts containing discretionary fund managed assets to register for Automatic Exchange of Information with HMRC by 31 December 2025.

Using trusts can be an effective way to achieve tax benefits, to help individuals and families to protect assets and to pass on wealth to future generations in a controlled manner. However, for a trust to deliver those benefits, it must be actively managed, and trustees risk personal liability if they fail to keep up with the ever-changing rules and regulations.

If you've been putting off reviewing your trust, now is a good time to revisit your duties to avoid potential issues later on.

## What is a Trust?

Trusts can often be presented as being intimidatingly complex. However, the fundamental concept is quite basic. A Trust exists when the legal owner of an asset is different to the beneficial owner. For example:

- A. Mr and Mrs Smith want to reserve a pot of money for their grandchildren to use in the future. They transfer £500,000 to a discretionary trust. Their children are the trustees, meaning they are the legal owners of the money, and they hold the money on trust for the benefit of the grandchildren as potential beneficiaries.
- B. Mr Jones had 3 children with Andrea, his wife who then dies. Mr Jones later marries Bernice. Mr Jones then dies and in his Will states that Barrington Manor would pass to Bernice and Mr Jones' son to hold on Trust to allow Bernice to reside there for her lifetime after which Barrington Manor would pass to his three children. The legal owners are Bernice and Mr Jones' son, holding on trust for Bernice for her lifetime and then the three children.

## The most frequently ignored trust in Wills

Wills made prior to the introduction of the transferable Nil Rate Band often contained **Nil Rate Band Discretionary Trusts** to ensure that the Inheritance Tax allowance was fully utilised. For those who have not updated their Wills, at the time of death of the first spouse, the Trust will exist if there are sufficient funds in the estate.

There is often a presumption that, if assets are not physically transferred into the names of the trustees, the trust does not exist. This is incorrect, and HMRC will treat the Trust as being in existence. Depending on how long and whether there is an increase in value of those trust assets, there could be tax consequences. Trusts of this nature must be formally dealt with (preferably within two years of the death of the deceased) and closed if not required.

## What duties does a Trustee have?

Trustees have a duty to manage trust assets responsibly and have both legal and fiduciary duties requiring them to act neutrally and in the best interests of the beneficiaries. Generally, a Trustee should be carrying out the following:

- Ensuring safe custody of Trust Deeds;
- Reviewing the terms of the Trust at least annually;
- Ensuring Trust assets are held in the correct names of the current trustees and are protected;
- Seeking and following professional financial advice;
- Attending to the reporting and payment of Trust taxes;
- Liaising with and reporting to the beneficiaries;
- Attending to compliance matters such as registering with HMRC's Trust Registration Service;

- Producing, approving and circulating annual Trust accounts;
- Holding an annual trustee meeting;
- Preparing Deeds, minutes and resolutions.

Depending on the type of Trust and the nature of the assets, there may be additional requirements too.

## What happens if a Trustee hasn't complied with their duties?

If a trustee is concerned that the trust has not been actively managed and they have not complied with their duties, the best thing to do is to seek professional advice straight away. We regularly help clients to untangle trusts and bring administration up to date, but the longer matters are left unmanaged, the more difficult the situation can become. Set out below are some of the reasons why it is best to act now.

### Personal liability

A trustee can be held personally liable for losses arising from a breach of their duties, meaning they may have to compensate for any loss from their own personal assets as a result of their actions or omissions. Failure to properly manage the trust could also lead to family disputes, which can be difficult and costly to resolve.

It is therefore important to take advice as soon as possible to protect against the risk of personal liability and help prevent family disputes.

### Interest and penalties on unreported and unpaid tax

If the Trust is obliged to report tax (whether income, capital gains or inheritance tax) to HMRC, penalties can arise for failure to report and pay within the relevant time limits, and interest on unpaid sums may be charged at punitive rates.

These penalties are often automatic once a deadline is missed and can continue to accrue over time, with daily penalties of up to £60 potentially imposed.

It is best to report and pay tax to HMRC on time to avoid these costs. However, if deadlines have been missed, trustees should seek remedial action urgently to prevent further escalation of the sums due.

### Penalties for failure to meet compliance obligations – December 2025 update

As mentioned, compliance requirements surrounding trusts are becoming increasingly onerous, with changes often introduced at short notice. The requirement for certain trusts containing discretionary fund managed assets to register for Automatic Exchange of Information with HMRC by 31 December 2025 is one of the more recent changes of which many trustees may be unaware, despite the fact that a £1,000 penalty could be charged for failure to register.

Most express UK Trusts are required to be registered with HMRC's Trust Registration Service too and failure to comply could result in a penalty of up to £5,000.

HMRC may only charge these penalties if a trustee fails to comply after HMRC issues a notice, but this is not guaranteed. Trustees should act now to demonstrate their intention to cooperate with HMRC and consider seeking advice on their current and future obligations to help reduce the risk of such penalties arising.

### Missed opportunities

The role of a trustee is to act in the best interests of the beneficiaries. By not actively managing the trust, there is a risk that tax planning opportunities or the chance to achieve a better outcome or return for the beneficiaries may be lost.

Further, a trust is established for the benefit of the beneficiaries. If it is not actively managed, the purpose of the trust may be undermined.

Beneficiaries may miss out on the financial support intended for them, and the trust may ultimately become redundant.

### Unprotected assets

Finally, if the trustees are not actively engaging in the administration of the trust, the assets may no longer be adequately protected. A bank account may lose value rather than keep pace with inflation, investments may be affected by market conditions, and property may fall into disrepair. This could result in a loss to the trust, for which the beneficiaries may seek to hold the trustees personally liable.

### Next Steps

Trust administration and compliance can seem complex, and it is understandable that some trustees delay dealing with their duties. However, this is likely to worsen the position and increase potential costs.

We work with clients to identify outstanding issues, bring trusts up to date and minimise further risk. Trustees are entitled to seek legal advice, and reasonable costs can be met from the trust.

If you are unsure where to start, our trust specialists would be happy to assist.



Speak to one of our  
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# Private Wealth with a Personal Touch

At Myerson, we understand that wealth isn't just about numbers; it's about legacy, responsibility, and peace of mind. That's why our Private Wealth team, led by the nationally recognised Bik-ki Wong, delivers clear, compassionate legal guidance to help you protect what matters most.

Bik-ki Wong, a Partner in our Wills, Trusts and Probate team, is one of the region's most respected names in private wealth law. She is ranked in the **Chambers High Net Worth Guide**, where clients highlight her "approachable demeanor" and her exceptional ability to make complex legal matters simple and easy to understand.

Our team are experts in structuring and protecting your personal wealth and assets, whether in the UK or overseas. Making you and your family the heart of everything we do means establishing long-term relationships with our clients and their families across the generations.

## How We Can Help You

- ▶ **Wills & Succession Planning**  
Secure your legacy with well-structured, tax-efficient estate plans.
- ▶ **Trusts & Asset Protection**  
Protect family wealth with carefully tailored trust structures.
- ▶ **Tax & Estate Planning**  
Plan ahead to reduce tax exposure and ensure long-term financial security.
- ▶ **Lasting Powers of Attorney**  
Ensure your wishes are upheld if life takes an unexpected turn.
- ▶ **Business Wealth Advice**  
Wealth structuring and succession planning tailored to business owners.
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### Need advice?

Contact our team today for discreet and first-class support.



# What Happens If HMRC Files A Bankruptcy Petition Against You?

If you have received a bankruptcy petition from HMRC, or have been warned that one is coming, the consequences can be life-changing. Your assets, home, business interests and professional status may all be affected.

## What is an HMRC bankruptcy petition?

Many individuals are surprised by how quickly HMRC can escalate unpaid tax into bankruptcy proceedings. As one of the UK's most assertive creditors, HMRC can take action even where a business is otherwise viable, and the consequences of a petition can be far-reaching.

Bankruptcy is a formal court process that applies to individuals who cannot pay their debts. Presently, HMRC can apply for an individual to be made bankrupt if they owe £5,000 or more in respect of unpaid tax, interest or penalties which are not disputed and remain unpaid.

If a bankruptcy order is made, the administration of the bankruptcy estate is carried out either by the Official Receiver or by an Insolvency Practitioner (IP), and they are known as the trustee in bankruptcy.

When a person becomes bankrupt, their assets (with certain exceptions) pass to the trustee in bankruptcy, whose function is to realise those assets and distribute the proceeds to creditors in a prescribed order of priority.

## How do HMRC bankruptcy proceedings start?

HMRC typically uses bankruptcy as a last resort. The following is a general overview of the steps HMRC takes:

- 1 HMRC will first attempt to contact the individual by telephone or letter to understand their financial position and to discuss the overdue tax liability.
- 2 If the individual is unable to pay the full amount immediately, HMRC may discuss options such as setting up a formal time to pay (TTP) arrangement, which allows for the debt to be paid back in instalments over time.

- 3 If steps 1 and 2 above fail, HMRC may serve a statutory demand on the individual requiring payment of the debt in full within 21 days.
- 4 If the outstanding tax remains unpaid after service of the statutory demand, HMRC may present a bankruptcy petition at court. The court will issue the bankruptcy petition and set a hearing date. HMRC will then serve the bankruptcy petition on you. If you do nothing upon receiving the bankruptcy petition, the court may make a bankruptcy order at the first hearing.

It is vital to seek advice from a specialist insolvency solicitor as soon as HMRC makes contact to discuss an overdue tax liability. Once a bankruptcy petition has been presented, it is our experience that the only way to avoid a bankruptcy order being made (as long as the debt is not disputed) is to either pay the outstanding tax owed in full (together with any interest and penalties) or to take debt advice about entering into an Individual Voluntary Arrangement (IVA).

## Can you dispute the HMRC debt?

It can sometimes be the case that individuals disagree with the amount HMRC say is owed. You might be in the middle of a tax enquiry or appeal, or believe that payments have been misallocated. If the debt is genuinely disputed on proper grounds, this can be a defence to a bankruptcy petition. Possible defences include:

- Evidence that the debt has already been paid;
- You have a genuine set-off or counterclaim which would reduce the debt to below the bankruptcy threshold of £5,000;

- HMRC has made a mistake in the amount claimed – NB this defence is only likely to work if it reduces the debt to below the bankruptcy threshold of £5,000;
- the debt is based on an assessed liability for tax (rather than your own submitted figures) which can be challenged by submitting tax returns or appealing to the Tax Tribunal – again this defence is only likely to work if it can be shown that this will reduce the debt to below the bankruptcy threshold of £5,000.

## What if you cannot pay what HMRC say you owe?

There will be instances where an individual does not dispute that they owe the debt to HMRC (whether in full or in part) but is unable to pay the debt (or the undisputed part of it) immediately. If this is the case, there are still options which may include:

- Negotiating a realistic TTP arrangement with HMRC;
- Agreeing a settlement funded by income, refinancing, asset sales or third-party contributions (e.g. from family members);
- Exploring an IVA as an alternative to bankruptcy;
- Seeking an adjournment of the bankruptcy petition to allow time to pay the debt.

We can advise you on which route gives the best chance of protecting key assets such as the family home, and how HMRC and the court are likely to respond.



Speak to one of our  
**Insolvency Team**  
Call **0161 941 4000**  
Email [lawyers@myerson.co.uk](mailto:lawyers@myerson.co.uk)  
Website [www.myerson.co.uk](http://www.myerson.co.uk)



# Settlement Agreements Explained: What You Need to Know

Settlement agreements are increasingly used by UK employers to resolve disputes or bring employment relationships to an agreed end. Driven by economic pressures, post-pandemic change and evolving legal developments, they offer certainty and finality for both parties.

For employers, they can be a valuable risk-management tool. For employees, they often provide enhanced financial terms and clarity over post-employment obligations. In this article, our employment team set out everything you need to know about how settlement agreements work.

## What is a settlement agreement?

A settlement agreement is a legally binding contract between an employer and employee under which the employee agrees to waive certain statutory and contractual employment claims in exchange for agreed benefits. Claims that are commonly waived include those relating to the contractual breaches, unfair dismissal claims and discrimination claims. Benefits under a settlement agreement can include financial payment over and above contractual entitlements, an agreed reference, confidentiality provisions, or changes to restrictive covenants.

## When are settlement agreements used?

Settlement agreements are most commonly used:

- As an alternative to disciplinary or redundancy procedures;
- Where a dispute has arisen between the parties and the employer wishes to mitigate the risk of potential litigation;
- Where the employer wishes to offer enhanced redundancy packages.

There are no limits as to the scenarios where a settlement agreement can be used, including a mutually parting of ways. While settlement agreements are usually initiated by employers, employees can also approach the employer in relation to this. Any conversations should be 'without prejudice', meaning they cannot be used in legal proceedings if negotiations fail or the deal falls away.

## Key considerations

To ensure the settlement is valid under UK law, the employee must receive independent legal advice on the terms and effect of the agreement, from a qualified advisor (such as a solicitor). An employer will usually contribute towards the employee's legal costs. This is not compulsory, but it is standard practice to do so.

Be aware that, until the agreement is signed, either party can withdraw the offer or seek to amend the terms. Obtaining advice at an early stage will ensure that you understand your rights and legal position and can offer clarity on whether your circumstances justify an exit package and whether the offer is reasonable. A solicitor can also help you to negotiate the offer and terms of a settlement agreement. In these circumstances, it is also helpful for you to gather evidence and relevant documents to support your case so that the solicitor can review and advise you on your legal position and options.

In seeking advice regarding negotiations, it is important to consider what you are willing to accept and what you ideally hope to secure. It may also be helpful to consider whether there are any commercial or practical factors that have affected how much your employer may be prepared to offer. For example, if the business is struggling and the offer is made to save on your salary cost, there may be limit on the monetary amount the employer can give. A solicitor can assist you in relation to this and can help you think about both financial and non-financial aspects, such as reputational protection, restrictive covenants, retention of company property, and continuation of benefits.

## What should a settlement agreement include?

A well-drafted settlement agreement should include:

- Arrangements in relation to the employment end date, including confirmation of any garden leave provisions, how director resignations will be effected and whether there are any announcements (including stock exchange announcements) to be made;
- Confirmation of payments and benefits, such as notice, accrued holiday, bonuses, pension contributions, payments for shares and continuation of insurance benefits, as well as the timing of such payments;
- The amount offered by way of compensation for loss of employment, including any tax-free allowances;
- Confirmation of the claims that the employee is settling as a result of signing the agreement, as well as claims they could still bring;
- Confidentiality and non-derogatory comment clauses, for the benefit of both the employee and employer;
- How company property should be returned and by when and whether the employee is permitted to retain any property;
- Clarification as to what is happening regarding matters that survive termination, including restrictive covenants and continuing shareholding, for example.
- The amount being paid towards legal fees.

## Can a settlement agreement be withdrawn?

A settlement agreement can be withdrawn at any point before the terms have been signed. While this possibility can create pressure, it's important to remember that employers typically extend offers that align with their own interests. If an agreement is declined, the employer may proceed with a formal process, such as a redundancy exercise or a disciplinary hearing. Once signed, the agreement becomes legally binding, so it's crucial to seek thorough advice beforehand.

## Upcoming changes to employment law and how this might impact settlement agreements

Whilst details of some elements of the new Employment Rights Act 2025 ("ERA 2025") are yet to be confirmed, there are some changes and considerations which impact employees. For example, under the ERA 2025:

- The limitation to bring most claims in the employment tribunal will increase from three months to six months from October 2026, meaning employees will have a longer period of time to properly consider their legal position and bring a claim;
- Employees' eligibility for unfair dismissal rights will reduce from two years to six months from 1 January 2027;
- The statutory cap on compensation for successful ordinary unfair dismissal claims (currently approximately £123,000 or a year's gross pay, whichever is lower) will be removed, meaning the compensation that could be awarded can be unlimited.

In light of these changes, employers may use settlement agreements more frequently to resolve disputes earlier, and employees may have more leverage in settlement negotiations. Because of the fact that more employees will have increased rights under the ERA 2025, employers may be subject to more complaints or claims. It's therefore likely that more settlement agreements will include a co-operation clause, requiring the departing employee to assist the employer after termination of their employment with internal investigations or litigation, as a witness, for example. Employees will need to ensure that they understand their obligations under such a clause and whether the obligations placed on them are reasonable.

Similarly, under the ERA 2025, any clause in a settlement agreement that stops an employee from reporting or disclosing workplace harassment or discrimination will be void. This means an employee cannot be restricted from speaking about these matters. However, there may be limitations in relation to this, so it remains important for employees to review the specific terms.

### How we can help

We are experienced in advising employees, shareholders and senior executives on how best to plan for and negotiate mutually agreed exits, as well as advising on the terms of settlement agreements. We always look to secure the best possible financial package whilst also incorporating reputational protection. We also assist business owners in negotiating exit packages and preparing the settlement agreement terms. For more information or tailored advice, get in touch with our specialist employment team today.



Speak to our  
**Employment Team**  
Call **0161 941 4000**  
Email [lawyers@myerson.co.uk](mailto:lawyers@myerson.co.uk)  
Website [www.myerson.co.uk](http://www.myerson.co.uk)



## How Our Employment Solicitors Support Individuals

- ▶ Settlement Agreements
- ▶ Whistleblowing
- ▶ Pregnancy and Maternity Discrimination
- ▶ Redundancy
- ▶ Restrictive Covenants
- ▶ Employment Law Updates
- ▶ Discrimination
- ▶ TUPE for Employees
- ▶ Employment Tribunal Claims
- ▶ Employment Contract Solicitors

### For more information

Read more about our highly experienced Employment Law solicitors:  
[www.myerson.co.uk/personal/employment](http://www.myerson.co.uk/personal/employment)



# House-moving Season is Here. Are Your Documents Prepared?

In the UK property market, certain times of the year have consistently proven to be more advantageous for buyers and sellers based on increased buyer activity, the appeal of properties and market conditions. Amongst these busy periods, spring has been deemed to be unofficial “prime season” for selling property.

Analysis conducted by Zoopla suggests that almost 30% of homes are listed between March and May each year, underlining how important spring is to the annual housing cycle. This increase of activity in the market benefits buyers through a wider choice and better presentation of homes. However, spring is also the time when asking prices often strengthen. In April 2025, Rightmove noted that average asking prices hit a new record high and that bigger seasonal price increases are common in spring because the market is busy. Therefore, for sellers, spring often combines healthy visibility with firmer pricing conditions.

With house-moving season upon us, we are well equipped to deal with the flurry of new instructions.

## Why is spring so popular for moving home?

The warmth and longer daylight hours of spring encourage us all to get out of the house a little more. This also applies to prospective buyers as the brighter days prompt more buyers to start their property search and attend viewings. Buyers, particularly with families, may also find it beneficial to begin their property search in spring to allow time to purchase and settle into their new homes before the next school year starts.

Moving home in spring may not just be more convenient but also more appealing generally. Gardens and outdoor spaces tend to be most aesthetically appealing during spring, which can enhance the attractiveness of a property. The natural light and bloom can accentuate the property’s features, again making viewings more inviting.

## How can you prepare?

On average, the sale process can take 8-12 weeks. However, the transaction can be prolonged if your paperwork is disorganised. Being well-prepared at the outset can help ensure a smoother transaction and minimise the risk of unnecessary hold-ups.

If you are considering putting your residential property on the market, it is advisable to organise your documents in advance. To assist you, we have outlined a non-exhaustive list of key documentation below that you should have readily available when selling your home.

### 1. Memorandum of Sale

This will outline the key details of the transaction, namely the property address, the parties’ names, their solicitor’s details and the sale price.

### 2. Compliance documents

Regardless of whether you are the registered proprietor of the property or have the right to sell it on behalf of the seller, you must verify your identification.

To assist you with your solicitors’ onboarding process, we recommend having an up-to-date form of identification and proof of address in hand (for example, a utility or council bill dated within the last three months).

If you are not the registered owner of the property, you must also prove that you have the right to sell it, for example, by providing a Grant of Probate, Letters of Administration or Power of Attorney.

### 3. Land Registry Title documents

Do you still have your old deeds in your filing cabinet? If so, pass them to your solicitor at the outset of the transaction. Your title deeds prove that you are the registered proprietor of the property and reveal other essential information, such as rights of way.

Whilst it is likely that the above information will be stored centrally with HM Land Registry, you cannot be certain. It is believed that 15% of land in England and Wales remains unregistered. Therefore, your title deeds are essential to establishing the chain of ownership.

### 4. Completed protocol forms

Depending on whether your property is freehold or leasehold, your solicitor will ask you to complete the following three forms:

- Property Information Form (TA6). This provides the buyer with information about your property and its utilities;
- Fittings and Contents Form (TA10). This confirms which items will be included and excluded from the sale of your property;
- Leasehold Information Form (TA7). This form only needs to be completed when you are selling a leasehold property and provides your buyer with information regarding your leasehold interest, such as service charges.

Completing and returning these forms to your solicitor promptly can help to avoid unnecessary delays.



### 5. Energy Performance Certificate

These certificates are valid for ten years from the date of issue. A quick search of the EPC register will reveal whether you have a valid certificate or if it has expired. You must have a valid certificate to sell your property.

### 6. Guarantees/Warranties

Whether you have had to treat imperfections such as damp or Japanese Knotweed, you must disclose this to the buyer and forward any receipts or guarantees for the works undertaken. Additionally, if you have disclosed in the TA10 that you will be leaving white goods in the property, you must check whether the warranties are transferable to your buyer.

Transparency will facilitate a smoother transaction.

### 7. Service records

It is highly likely that your buyer will request copies of your recent service records for your boiler and any electrical works on the property. In anticipation, you could dig out your paperwork and forward it to your solicitor in date order.

### 8. FENSA Certificate

If you have replaced your windows during your period of ownership, you will have been provided with a FENSA Certificate.

This will need to be provided to confirm that the alterations comply with building regulations.

### 9. Planning permission consent and building regulations certificates

If you have made any alterations or extensions to the property, you will need to provide evidence that the works were compliant with building regulations and that planning permission was granted.

To front-load the transaction, pass all your certificates to your solicitor at the outset. If you are missing a certificate or permission was never granted, you should also disclose this to your solicitor without delay.

### 10. Other “material information”

As a seller, you have an overall duty to disclose all “material information” to the buyer. This includes any factors which may have a significant impact on whether they wish to purchase the property at the agreed price.

Take time to reflect upon any events that have taken place during your ownership, such as a boundary dispute or flood and provide any accompanying documentation.

### Next Steps

Selling your home can be a stressful process but it does not have to be. By ensuring that you have all the necessary documents to hand, you can leave the legal transaction to us.



Speak to our **Residential Property Team**  
Call **0161 941 4000**  
Email [lawyers@myerson.co.uk](mailto:lawyers@myerson.co.uk)  
Website [www.myerson.co.uk](http://www.myerson.co.uk)



# Selling or Purchasing a Property?

**Our experienced, qualified property solicitors can assist with all residential sale and purchase transactions.**

Our team is recognised as one of the friendliest and most approachable in South Manchester and Cheshire, whilst at the same time being the market leader in terms of service levels.

You will have one dedicated solicitor who will work with you and provide unprompted updates on the progress of your transaction.

**For more information**  
Contact our Residential Property solicitors:  
**lawyers@myerson.co.uk** or call **0161 941 4000**



At Myerson, we believe that being a responsible business goes beyond delivering excellent legal advice. It's about the role we play in supporting our people, strengthening our local communities and reducing our impact on the environment.

This belief is brought together through **Myerson IMPACT**: our firmwide commitment to Environmental, Social and Governance (ESG) principles. It's our shared commitment to doing the right thing, both today and for future generations. For us, that starts close to home: by supporting local charities and community initiatives in practical, hands-on ways.

### Supporting local charities

Over the past year, our team has been involved in a wide range of fundraising initiatives supporting charities across Greater Manchester and beyond.

One of our biggest efforts saw colleagues and their families take on the Cheshire Three Peaks Challenge, raising over £7,000 for Francis House Children's Hospice; a cause that does incredible work supporting children with life-limiting conditions and their families.

Back in the office, our annual Myerson Bake-Off brings people together to raise money for charities including Manchester Mind, Trafford Domestic Abuse Services and Paint Altrincham Blue.

We also support the Paint Altrincham Pink campaign, helping to raise funds for Prevent Breast Cancer, alongside a number of smaller, team-led initiatives throughout the year. Alongside fundraising, we run seasonal donation drives: from Easter eggs and advent calendars for local foodbanks to toy collections for local charities, helping to support families at key times of the year.



Just a few of the volunteering projects we're supporting:



### Giving our time

Fundraising is only part of the picture. Just as important is the time our people give. Every member of our team is given a paid volunteering day each year, and over the past year this has added up to more than 280 hours of volunteering, supporting a range of local charities and community organisations.

Some of this is organised through the firm, identifying opportunities for teams to get involved in local initiatives. In other cases, it's more personal, with individuals choosing to volunteer with causes they already support, from local schools to community groups and charities.

This might not always be high-profile, but it's often where the most meaningful impact happens: people giving their time, skills and energy where it's needed most.

### A local approach

As a firm based in Altrincham, many of the organisations we support are part of the same community as our clients and colleagues.

That includes sponsorship and support for local initiatives such as A Taste of Altrincham, Radio Alty, and Altrincham Football Club, all of which play an important role in the local area.

Whether through fundraising, volunteering or ongoing partnerships, our focus is on supporting organisations that make a real difference locally.



### For more information

You can read more about our initiatives in our Myerson IMPACT Report.

[www.myerson.co.uk/about/esg](http://www.myerson.co.uk/about/esg)



## Myerson Named “Best Place to Work – Law Firms”

We're proud to share that Myerson has been recognised as “Best Place to Work – Law Firms” at the British Conveyancing Awards 2026, held on 12th March at Manchester Cathedral. The national awards celebrate excellence across the conveyancing sector, with Myerson’s Residential Property Team in attendance to collect the award, marking another milestone for the firm.

As a 100% employee-owned business, our culture is built around collaboration, strong support and a genuine focus on work-life balance, ensuring our people feel valued and empowered to succeed.

**Heather Adams, Partner and Head of Residential Property, said:**  
*“We are absolutely delighted to receive this award. Creating a supportive environment is key, when our people thrive, so do our clients. Since becoming employee-owned in 2024, we’ve continued to grow while staying true to our people-first approach.”*

Looking to join an award-winning firm? Know someone who might be interested?  
 Explore our current vacancies and discover opportunities through our Trainee Solicitor and Apprenticeship programmes.  
[www.myerson.co.uk/about/careers](http://www.myerson.co.uk/about/careers)



## “A Taste of Altrincham” Food & Drink festival – Discover the Cookbook

We're delighted to unveil the 2026 edition of the “A Taste of Altrincham” Cookbook – a vibrant celebration of the town’s ever-evolving food and drink scene.

Created in collaboration with Altrincham BID and Visit Altrincham, the cookbook celebrates the town’s thriving food scene and offers a chance to recreate local favourites at home.

“A Taste of Altrincham” food & drink festival ran from 27<sup>th</sup> February to 8<sup>th</sup> March, bringing together the community to celebrate great food, local talent, and independent businesses.

**Free to download.** It’s a great way to support local businesses and enjoy a flavour of Altrincham in your own kitchen.

[Download your copy today >](#)



SCAN ME

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