

## Issue 13 July 2016

### Brexit: The legal effect.

On 23<sup>rd</sup> June the UK voted to leave the European Union, a decision that will have substantial effect on a number of legal issues which are very relevant to UK businesses even if they do not trade with other EU states. At present it is not easy to predict those effects as they all depend, in large part, on decisions which are yet to be made by UK and EU politicians and bureaucrats as part of the two year disconnection process.

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### Energy Performance Certificates

If you are a commercial property investor or a business tenant, you will inevitably have come across an Energy Performance Certificate (EPC) over the last few years. They are required to be provided by a landlord upon the new letting of any commercial property on the open market and are the scale upon which the energy efficiency of a property is assessed. They look like this:

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### DBS Checks: What you can and cannot do as an employer.

As part of their recruitment process employers are increasingly requesting enhanced criminal records checks through the Disclosure and Barring Service ('DBS checks'). Additionally, in some roles such as those that involve working with children and vulnerable adults, these checks need to be updated regularly. It is therefore imperative that employers know their rights and limitations when requesting DBS checks from both existing and potential employees.

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### Go straight to gaol. Do not collect £200. Or The Register of Persons with Significant Control.

It is very likely that a significant number of UK unlisted companies and their directors, have since 6<sup>th</sup> April 2006 unwittingly been committing a number of new criminal offences for which the humans amongst them could be imprisoned.

It is quite likely that many of them will remain unaware of their criminal (in)activity until the time comes for them to file what would, last year, have been called their Annual Return, at Companies House. At that point they will be asked to file, as part of what will then be called the Confirmation Statement, the information that is held on the company's Register of Persons with Significant Control...

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## Certainty in Contracts - Hughes v Pendragon [2016]



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*Where parties enter into a contract and there remain provisions to be agreed in the future then the contract may lack certainty and be considered a mere agreement to agree. It has long been held that if such a contract lacks sufficient certainty then it may be unenforceable.*

*The Court of Appeal recently considered the enforceability of agreements to agree in the case of Hughes v Pendragon Sabre Limited [2016] EWCA Civ 18 in which the parties entered into what appeared to be an agreement to agree due to the fact that no final price or delivery date were agreed at the time the contract was made.*

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## Confirmation Statement replaces Company Annual Return from 1st July.

*From 1st July 2016 the Company Annual Return that needs to be made to Companies House has been replaced by the Confirmation Statement. The change was made by the Small Business, Enterprise and Employment Act 2015. The Confirmation Statement will be due on the date that the Annual Return would have been due.*

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## Brexit and Employment Law: What now?

*There is a great deal of uncertainty following the outcome of the 'Brexit' referendum. However, it is important to remember that nothing has actually changed, yet.*

*Article 50 of the Lisbon Treaty – which outlines the process of leaving the European Union (EU) – has not been activated as of yet (at the time of writing) and it is uncertain when it will be discussed in Parliament. Currently, the only thing to have taken place is the people of the United Kingdom voting and the outcome showing that a majority would like to leave the European Union.*

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### *In brief...*

- Variation of contract by oral agreement permitted despite the terms of the contract
- Morrisons breach Groceries Supply Code of Practice
- Company's articles amended by conduct
- Unfair advantage taken of McDonald's EU trademark

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