FREETHS

PLATINUM CONNECT

Welcome

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Welcome to the Autumn/Winter edition of our Platinum Connect Magazine.

We have put together summaries of topical issues in the legal profession to help business professionals assist their clients with private wealth and commercial issues.

Our aim is to share our specialist knowledge and expertise with our intermediaries and clients to help grow and protect their wealth.

This edition gives guidance on pre-nuptial agreements and preservation of wealth, how to avoid shareholder disputes, how electric vehicles could benefit your business, and the visa options available for entrepreneurs and investors looking to enter the UK.

We also have an article written by John Aubrey a financial advisor from Ascott LLoyd who writes about the benefits and drawbacks of using business relief in inheritance tax planning. Geoff Hudson-Searle, an international director, has also written an article on making your business investor-ready.

Please do not hesitate to contact us if you think we can help or you have questions regarding any of the articles in this edition.

We hope you enjoy reading our magazine.

Best wishes,
Rachael Oakes & Nigel Roots

Inside This Edition...

What does it take to be Investor-Ready?

Raising capital for any new venture is challenging. During fluctuating economic cycles it takes even more creativity to even attract investors.

Any kind of investing involves a level of risk, and early stage companies are no exception. A very high proportion of early-stage businesses fail.

In simple terms, being Investor-Ready means understanding the key points that investors want to know about your business opportunity so they can decide whether they are interested in making an investment.

This means putting yourself into the mind of an investor and presenting from their point of view. It means knowing how to position your opportunity so that it has as much chance for success as possible to attract investors. It means doing a lot of homework and a lot of rehearsing and mostly, at the end of the day, having a real-world viable and fundable business opportunity.

Start by defining your business objectives and strategies.

Identify all the costs involved in your business growth plans, including working capital requirements as well as the impact of budget over-runs and product development delays.

Then look long and hard at the feasibility of your proposition. The capital plan will need to be revisited once the business plan is completed as this is likely to find more issues.

Determine what resources you need to grow your business, when they are needed, how to get them, and whether these can be sourced from within the business.

If external capital is needed then consider what you are willing to give/offer to meet your business goals, and what will be the value of your equity in the business after the introduction of new capital.

If you were a dispassionate investor with a range of choices, what would make your business expansion or idea irresistible?

Check if your plan is practical, sound, and realistic by seeking professional financial advice from someone familiar with the size and type of your business.

The more a business can manage risk levels the lower the cost of capital. Consideration should also be given to when external capital will be sought. The use of internal funds at an early stage, and/or staging capital raising activities, can significantly reduce risk levels and result in cost saving. These savings can be in the form of interest costs or the amount of equity given up.

Attracting equity or debt investment is not an easy process. Businesses need to be well prepared and investment ready to maximise the potential for success. A failure to be investment ready is the most common barrier to accessing equity investment. Second chances are rare, so it is important to become investment ready before establishing relationships with potential investors, regardless of your company's stage of development or capital needs. Investors may be found among friends and family, venture capitalists, financial institutions and business angels.

Remember there are more good ideas than there are management teams with the capacity to deliver on these ideas. Investors are investing in the capacity of the people and the business, not just a product or service.

Becoming investment ready requires the business to discuss a range of issues including:

- management capacity and systems
- suitable business structure (usually a company)
- a realistic business valuation
- management commitment and ability to stick with it
- the business model
- investment structure, terms sheet and exit plan
- a business and/or commercialisation plan
- an investment proposal (information memorandum) and pitch.

Is your business and management team Investor-Ready?

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Pre-nuptial Agreements - no longer the realm of the UHNW and celebrities

"Pre-nuptial agreements aren't binding so is there any point?"

"I'm already married so I guess I have to hand over 50% of my assets if I get divorced."

The above are all too familiar comments from clients and intermediaries who, like many, are unaware of how far pre-nuptial agreements have come and how valuable they can be as asset protection tools for those looking to protect and preserve their wealth. This article deals with some of the basic elements of agreements and how they can assist you and your clients.

What is a pre-nuptial agreement?

It is a contract agreed between a couple before they get married setting out how they would want their assets to be dealt with if they were to later divorce.

I'm already married though – isn't it too late for a pre-nuptial agreement?

No it's not. Enter the "post-nuptial agreement". This is a similar contract that is drawn up between a couple but when they are already married. Contrary to belief, post-nuptial agreements are drafted more frequently than pre-nuptial agreements due to their use as asset protection documents by individuals who, for example, are tax planning and structuring their assets, have recently received large sums of money or are looking to pass down wealth to the next generation.

When should I consider a pre-nuptial or a post-nuptial agreement?

You should speak to a family lawyer if any of the following situations apply to you or your clients:

- When one party to the marriage receives, or will soon receive, inheritance that they wish to protect from a relationship breakdown.
- When consideration is being given to tax structuring and the passing of wealth to the next generation. This is an ideal time to start a discussion about nuptial agreements as they can be presented to the next generation as a financial planning necessity, in the same way as wills and LPAs, rather than later being introduced in the more sensitive scenario of being something that is required due to a distrust of potential future spouses.
- When parties are beneficiaries of trusts, including when they are simply one of a class of discretionary beneficiaries, and there has been, or will be, distributions from the trust. This is particularly the case if those distributions are being 'mingled' with matrimonial assets.
- When parties have pre-acquired assets they have built up or received from a previous divorce that they would wish to ring-fence from any potential future relationship breakdown.

Are these agreements binding?

A Court will generally uphold the terms of the agreement if it has been properly drafted by experienced lawyers and the provisions of the agreement are 'fair' and leave neither party in financial difficulty, unless the Court are presented with a substantial reason not to uphold it.

The Courts do retain the overriding ability to ultimately decide what the financial provision should be and this is to ensure that no individual would end up in a predicament of real need due to the unfair terms in a nuptial agreement.

Are there any guidelines to make these agreements more binding?

Yes. All agreements should have the following safeguards considered when they are drafted:

- Both parties should obtain independent legal advice on the terms of the agreement and each adviser should sign a confirmation that they have given advice which should be attached to the agreement.
- There should be appropriate material financial disclosure so each party knows and understands the financial background of the other before they agree to the financial settlement being proposed.
- Pre-nuptial agreements should be finalised and signed no later than 28 days before the date of the wedding. A post-nuptial agreement does not have a similar timescale but any agreement should be signed only after both parties have had sufficient time to digest and take advice on the terms of it.

Is it possible or necessary to have both a pre-nuptial agreement and a post-nuptial agreement?

In some scenarios, it may be advisable to have both pre-nuptial and post-nuptial agreements. This is most relevant where it is difficult or impractical to finalise the pre-nuptial agreement 28 days before the wedding.

"I don't really discuss a client's personal life so it is awkward to bring up these agreements"

This is understandable and a common concern. The way to present these to your clients is to align them with Wills, LPAs and insurances. We advise about Wills and LPAs to protect and regulate a client's affairs on death and various insurances to deal with other times of difficulty they may face. A pre-nuptial or post-nuptial agreement may be invaluable if your client was to separate and they had been able to protect and regulate their assets by having more control over the financial settlement.

If you are unsure about whether they are relevant to your client's particular circumstances, feel free to contact the Family Team at Freeths to have an initial call and we can let you have some initial thoughts.

Be ahead of the game and ensure that you and your clients have used every asset protection tool available to regulate and deal with their finances.

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What visa options are available to investors and entrepreneurs wanting to enter the UK?

Despite Brexit dominating our news headlines, the UK remains attractive for investors, entrepreneurs and family members looking to make the UK their home. Here are some of the visa options available to individuals looking to relocate on a temporary and/or indefinite basis.

Tier 1 Investor

The Tier 1 Investor route has attracted a lot of attention over recent years, which has resulted in increased Home Office scrutiny of applicants and the provenance of their investment funds.

In order to apply under this category, you must have money of your own, under your control, held in a regulated financial institution, which is disposable in the UK, amounting to no less than £2 million. You also need to open an account with a UK regulated bank.

Investment funds must be held by the applicant for a minimum of two years prior to the date of application. There are additional requirements to prove the source of the funds where that period is shorter.

Once you come to the UK, you need to invest and maintain the funds in qualifying investments. The investment must be in share or loan capital, in active and trading UK-registered companies, subject to a number of additional restrictions.

Unlike other visa categories, there is no requirement to demonstrate knowledge of the English language or maintenance funds at the initial application or extension application stages.

Successful applicants investing at least £2 million will be granted a three year visa with a further two year visa upon extension. This route can lead to British nationality after six years.

There is also an accelerated route to settlement for the main applicant after two years for those who invest at least £10 million or after three years for those who invest at least £5 million. The accelerated route can lead to British nationality after five years.

Family members of the main applicant only qualify for settlement after five years.

Innovator

A new Innovator visa category launched on 29 March 2019, replacing the Tier 1 (Entrepreneur) visa.

The UK government intends this category to attract experienced technology-based businesspeople (those who have already set up a business in the UK or abroad).

For this route, applicants will have to demonstrate that they have an 'innovative, viable and scalable' business idea which has been endorsed by an approved endorsing body. There are a range of endorsing bodies. Some will endorse specific categories of businesses, whereas others will endorse a wider variety of businesses.

Applicants will need to demonstrate the availability of £50,000 to invest in their business.

In addition to investing £50,000, to qualify for settlement you will also be required to fulfil at least one other criterion such as; job creation, research and development activity, an application for intellectual property protection, gross annual revenue of £1 million or annual gross revenue of £500,000, with at least £100,000 from exporting overseas. Successful applicants will be granted a three year visa with no limit on the number of times they can extend their visa.

This category can lead to settlement in the UK after just three years, and British nationality after five years.

Family members of the main applicant only qualify for settlement after five years.

Sole Representative

This category is ideal for senior employees/directors of foreign business looking to establish a branch/subsidiary in the UK.

To qualify, the overseas business must have no active branch, subsidiary or other representative in the UK. The parent company must also be a genuine, profitable commercial enterprise with its principal place of business outside the UK.

For this route, applicants will have to demonstrate that:

- They intend to establish and operate a registered branch or wholly owned subsidiary in the UK, operating in the same type of business activity as the overseas business.
- They intend to work full-time in the UK as a representative of the overseas business.
- They have extensive industry-related experience and knowledge.
- They have full authority to take the majority of key operational decisions in the UK on behalf of the overseas business.

Successful applicants will be granted a three year visa, and a further two year visa upon extension.

This category leads to settlement in the UK after five years and British nationality after six years.

It is helpful to note that this category does not require a minimum level of investment into the UK.

At Freeths we provide immigration services to companies, entrepreneurs and investors. We cover UK immigration and work with overseas advisors to provide global mobility services for other jurisdictions. If you have any questions, please contact our immigration team.

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When business owners fall out...

Avoiding and resolving company shareholder disputes

At their best, company structures enable people with a shared vision to pool their resources and exploit business opportunities for their mutual profit. There is flexibility which allows equity to be organised to accommodate different shareholder contributions (and returns) and differential voting and non-voting rights.

Unfortunately, life sometimes gets in the way: the business environment changes, the shared vision is lost, and the shareholders fall out. The flexibility which had once been such a strength can then become a breeding ground for tension, resentment and conflict.

Before long, there are arguments over the management and direction of the business, the remuneration of the directors, and the distribution of returns on capital. Minority shareholders may feel trapped, unable to fully participate or enjoy the fruits of the business, but also unable to release their equity and walk away.

Avoiding disputes: shareholder agreements

Prevention is better than cure, so it is best to build in shareholder protection before any dispute emerges. A shareholder's rights under the company's Articles of Association can be supplemented by a Shareholders' Agreement.

There is much to be said for taking legal advice on putting in place bespoke Articles and a Shareholders' Agreement which record the intended rights and obligations of shareholders, and include exit provisions to ensure that a leaver's shares will be bought out at a fair price.

Statutory protection for minority shareholders: section 994 and unfair prejudice

Even then, things can go awry. Section 994 of the Companies Act 2006 allows aggrieved minority shareholders to issue an "unfair prejudice" petition, asking the Court to intervene. If the Court is satisfied that the company's affairs are being conducted in a manner that is unfairly prejudicial to some or all of the shareholders (including the petitioner), it has wide-ranging powers to fashion a suitable remedy.

The most common remedy is to order the majority to buy the shares of the minority at 'fair value'. The court's decision as to what constitutes fair value is usually guided by expert evidence. The court will disregard any effect of the unfairly prejudicial conduct, and value is usually calculated pro rata without any discount for minority shareholding.

What might amount to unfair prejudice?

- Paying excessive director's remuneration to the majority shareholder (sometimes coupled with a failure to pay appropriate dividends)
- Allowing the majority shareholder to use the company for their personal benefit (or divert business or property away from the company)
- Deliberately diluting a minority shareholding (eg allotting shares in breach of pre-emption rights)
- Excluding a shareholder from the management of a 'quasi-partnership' (a company which was formed or developed on the understanding that it would operate like a partnership, where members have a 'legitimate expectation' of participation in management as well as profits)
- Serious accounting failures or breaches of the company's Articles (not merely technical breaches of limited consequence)

Practical considerations

The conduct must have been both prejudicial and unfair. Commercial decisions will often impact different shareholders to varying degrees, so the mere fact that a decision adversely impacts a minority shareholder will not, without more, give rise to a claim.

Minority shareholders should be willing to part with their shares. A section 994 petition is intended to provide a 'way out', it is not designed to give minority shareholders any control over the company.

Don't look at unfair prejudice in isolation: there may also be employment claims, contractual claims for breach of a shareholders' agreement, or a right to bring a derivative action on behalf of the company. There may also be tax considerations to factor in. And note that you cannot use company money to fund shareholder disputes (doing so could itself amount to unfair prejudice).

Resolution

Shareholder disputes can be come a major distraction from running the business, so it is prudent to take early advice to understand your rights and to try to resolve any dispute without Court action.

You may be able to take the initiative by formally setting out the legal basis of your claim (or defence) and offering to sell (or buy) the minority shares at 'fair value'. For this reason, it is also useful to obtain early expert advice on value.

Mediation can often assist, especially where relationships have become too fraught for direct negotiation.

Should you be faced with a shareholder dispute and wish to discuss your options please do not hesitate to contact us.

In short, know your rights and be prepared to compromise but be assured that, if all else fails the court can provide a remedy to minority shareholders, in reponse to a section 994 'unfair prejudice' petition.

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What are the benefits and drawbacks of using Business Relief in inheritance tax planning?

Introduced in 1976, Business Relief (BR) was originally intended by the UK Government to protect small business owners and their beneficiaries from the impact of Inheritance Tax (IHT).

Over the years the relief has evolved, with the inclusion of minority shareholdings effectively commercialising the opportunity for those individuals who aren't business owners in the traditional sense but are willing to own qualifying shares to benefit from the relief.

To qualify, shares must be purchased in a company performing a 'qualifying trade'. In addition, the company must not be listed on a recognised stock exchange (i.e. it must be unquoted or listed on the Alternative Investment Market). As can be seen from the evolution of the Relief timeline, since inception, legislative changes have been supportive of BR which, in addition to the increase in property prices and therefore individual's estates, has led to an increasing number of investors considering such investments. Whilst BR is perhaps more recognisable as one of the tax incentives found in Enterprise Investment Schemes (EISs), the benefits of BR are increasingly available through standalone BR products, benefitting from a tax break that is nearly 42 years old without the typical drawbacks associated with EIS investments.

The Benefits

The benefits of BR include:

- **Speed:** A route to IHT exemption in just two years as opposed to seven using conventional gift and trust based planning.
- **Access and control:** It is a common misconception that BR investments are for older individuals who have left IHT planning too late. Due to increasing life expectancies (and therefore greater financial insecurity in later years) we have found that an increasing number of investors are younger than would traditionally have been the case.
- **No impact on Nil-Rate Band (NRB):** BR investments are rarely the only answer to an IHT liability which is why expert financial planning is required. As BR investing isn't a gift it does not impact an investor's NRB meaning they can still make use of any remaining allowances whether it be gifting or settling property into trust.
- **Simplicity**: As an investment there is no medical underwriting, requirement for solicitors or complex legal structures. Investors simply buy shares in unquoted trading companies. Most providers have simple application forms (just a page or two) that can be completed in minutes.

Power of Attorney (PoA): Typically, older individuals may be under PoA meaning that, should they lose mental capacity, their Attorney will be able to make decisions on their Property and Financial affairs on their behalf. The issue with PoA is that most are activated during quite fraught times. Invariably during such times, individuals do not necessarily consider IHT. Once PoA is activated it is tricky to pursue traditional methods such as gifting and trust-based planning as both options remove access from the Donor (the person under PoA).

The drawbacks

On the flip side, the drawbacks can be:

- **Investment risk:** Investments must either be in unquoted companies or in the Alternative Investment Market. Such companies are generally quite small therefore carry more risk than larger, more established, companies.
- **Liquidity:** Given that investments are either in unquoted or AIM based companies there are generally either slim or no secondary markets. Whilst most established managers have relatively modest liquidity targets (three weeks or so) timeframes cannot be guaranteed.
- **Legislative change:** As mentioned previously, legislative change appears to be in favour of BR investments, although this is not guaranteed in the future.

A Tax Solution

Given the increasingly competitive landscape surrounding BR-based investments, product innovation has become increasingly common, as providers try to differentiate themselves from one another. BR does not come into force until the shares have been held for two years or more.

As there is no taper relief for BR investments, should an investor die just a day prior to the 2-year period, their beneficiaries would receive no relief on the investment.

One provider saw this as an opportunity and created an 'Accelerated' version to protect investors during the two-year window to BR qualification. It combines a conventional BR arrangement with a two-year insurance policy, effectively sheltering qualifying investors from the moment shares are allotted, which is typically a matter of days.

As the insurance is taken out and provided on a group basis, there is no medical underwriting. Investors need only fulfil two simple criteria at the point of application.

However, it's important to remember that this is just one solution which addresses the complex area of estate planning. There are a suite of solutions available to business owners that may be more appropriate.

The content of this article should not be deemed as advice. No section of this article, reporting or data should be considered a client specific, or a personal client recommendation.

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Electric Vehicles

How can they benefit your business?

Have you ever considered the world of EV charging? This article provides an overview of the UK legislative framework and a look at some of the possible commercial opportunities.

What legislation is there around EVs?

The Automated and Electric Vehicles Act 2018 (the "AEV") is the key piece of legislation governing EVs. The AEV is a framework which allows for regulations to be made covering issues surrounding five key areas.

Firstly, public charge points and the regulation of payment methods, performance, maintenance and availability of such charge points and the prescribed requirements for the sockets.

Secondly, the AEV envisages regulations requiring large fuel retailers and service operators to provide charge points for use by the public. Allied to this, regulations may also require specific information to be made available to users of public charge points such as the location and operating hours of such points and the cost and method of payment.

Regulations may also require the transmission of information about a charge point (for example energy consumption and location) to a prescribed person. These regulations can apply to both public and private charge points, but not domestic ones.

Finally, the AEV provides for the regulation of 'smart' charge points. 'Smart' charge points will be expected to meet specified technical requirements. These requirements include the ability to receive and process information, to transmit information to a prescribed person, to monitor and record energy consumption, and to achieve energy efficiency.

Smart Charging Regulations

Smart charging means shifting the time of day when an EV charges or modulating the rate of charge in order to reduce and manage the impact of the demand of EV charging on the electricity system. The forecasted uptake of EVs will place additional demand on the energy system and smart charging will assist in smoothing that demand.

In recognition of the current pace of change, the Government has proposed a phased approach to smart charging regulation as follows:

- **Phase 1:** increasing the uptake of smart charging and ensuring minimum standards are achieved through the Electric Vehicles (Smart Charge Points) Regulations 2020.
- **Phase 2:** the long term solution (which will be developed during Phase 1 with the aim of identifying a solution by 2025)

The Electric Vehicles (Smart Charge Points) Regulations 2020 apply during Phase 1 and only relate to private charge points (ie. charge points which are not provided for use by the general public) with smart functionality. Any such private charge points must also meet the technical requirements of the regulations.

Proposed Changes to Building Regulations

The Government has also consulted on proposed changes to Building Regulations to provide that:

- new residential buildings with an associated car parking space must have a charge point (including buildings undergoing a material change of use to create a dwelling)
- residential buildings with more than 10 parking spaces undergoing renovation to have a charge point and cables to each space
- new and renovated non-residential buildings with more than 10 parking spaces are to have one charge point with cable routes to one-in-five parking spaces
- existing non-residential buildings with more than 20 car parking spaces are to have at least one charge point by 2025

Which charge point is most suitible for my business/ development?

A number of factors apply when choosing a charge point, however, the key issue is how long the EV will be parked for.

Petrol Stations

Rapid chargers are recommended for speed, however as not all EVs can use these installing *fast chargers* would attract a wider class of customers.

Supermarkets and other Retail

The average supermarket visit is 45 minutes - a mixture of *fast chargers* and *rapid chargers* (to attract people who need to fully charge while they shop) would be sensible.

Public Car Park

People will usually be parked for at least 2 hours - *fast chargers* should be sufficient

Offices and Residential Properties

Slow chargers will likely be the best option, as EVs will be parked for longer periods. The slow chargers also can service all EVs.

What are the possible business models?

Profitability depends on the costs of the charge point infrastructure, the costs of operation and maintenance and, most importantly the cost of electricity. There are a number of possible business models:

- Free charging - this commercial model depends upon increased customer attendance offsetting the cost of installation, maintenance and energy supply. This would seem beneficial for business who charge per hour for attendance e.g. car parks.
- Charging consumers – the costs of installation, maintenance and electricity will be recovered from consumers paying at the point of use. If the key commercial objective is to attract consumers to a venue the tariff could be set so as to cover costs only. If the main driver is revenue generation, then an appropriate margin could be applied.
- Outsourced solution - infrastructure providers may install charge points free of charge to a business or on the basis of paying a rental. The infrastructure provider would charge consumers and retain the revenue or possibly share revenue with the asset host. The asset host would benefit from increased footfall, but would need to consider what controls it might need over the delivery of the service, so as to avoid a negative impact on the customer experience. This may be attractive to businesses with large estates who wish to avoid incurring significant capital expenditure in rolling out charge points.

We will be developing our thinking around EV charging models in the coming months and how these might best be structured.

What is Vehicle to Grid (V2G)?

Over 90% of cars are parked at any one time. When EVs are parked, V2G charging allows drivers to sell the unused energy stored in their car batteries back to the grid at peak times and/or take electricity off the grid (charge the battery) when the grid is oversupplied. In each case, the driver is paid for providing this service to the grid. This is a particularly interesting opportunity for fleet operators who will be able to aggregate all the car batteries in their fleet; a smart charge point is required for V2G.

What are the different kinds of EV?

Hybrid Electic Vehicle (HEV)

- Powered by petrol engine and battery-powered electric motor working together
- Electricity generated by capturing wasted energy from braking (regenerative braking)

Plug in Hybrid Electric Vehicle (PHEV)

- AKA Extended-Range Electric Vehicle (EREV)
- Powered by petrol engine and battery-powered electric motor working together
- Electricity generated through regenerative braking and external electrical charging outlet (the petrol engine can also charge the battery if it gets too low)

Battery Electric Vehicle (BEV)

- Powered solely by electricity
- Electricity provided mainly through an external charging outlet but can also charge through regenerative braking

EV Jargon Buster

Direct Current (DC): Single direction flow of electricity from negative to positive(e.g. batteries.) Alternating Current (AC): Electrons switch direction continuously backwards and forwards e.g. home and office mains.

DC voltage cannot travel very far as it is too high however AC is safe to transfer longer city distances.

What are the different types of charge points?

Rapid Chargers

- Currently available mostly at motorway services
- Either 50kW Direct Current (DC) or 43kW Alternating Current (AC)
- Charge to 80% in under 60 minutes
- Can service many EVs but not all due to higher kW

Fast Chargers

- Most popular public charge point found in supermarkets and car parks
- 7kW AC or 22kW AC – charge in 3-5 hours and 1-2 hours respectively
- Most fast chargers are 7kW
- Can service most EVs

Slow Chargers

- Mainly for at-home charging
- Mostly 3kW
- Charges in 6-12 hours
- Can service all EVs

If you would like to discuss any issues raised in this article please contact a member of the EV Charging team.

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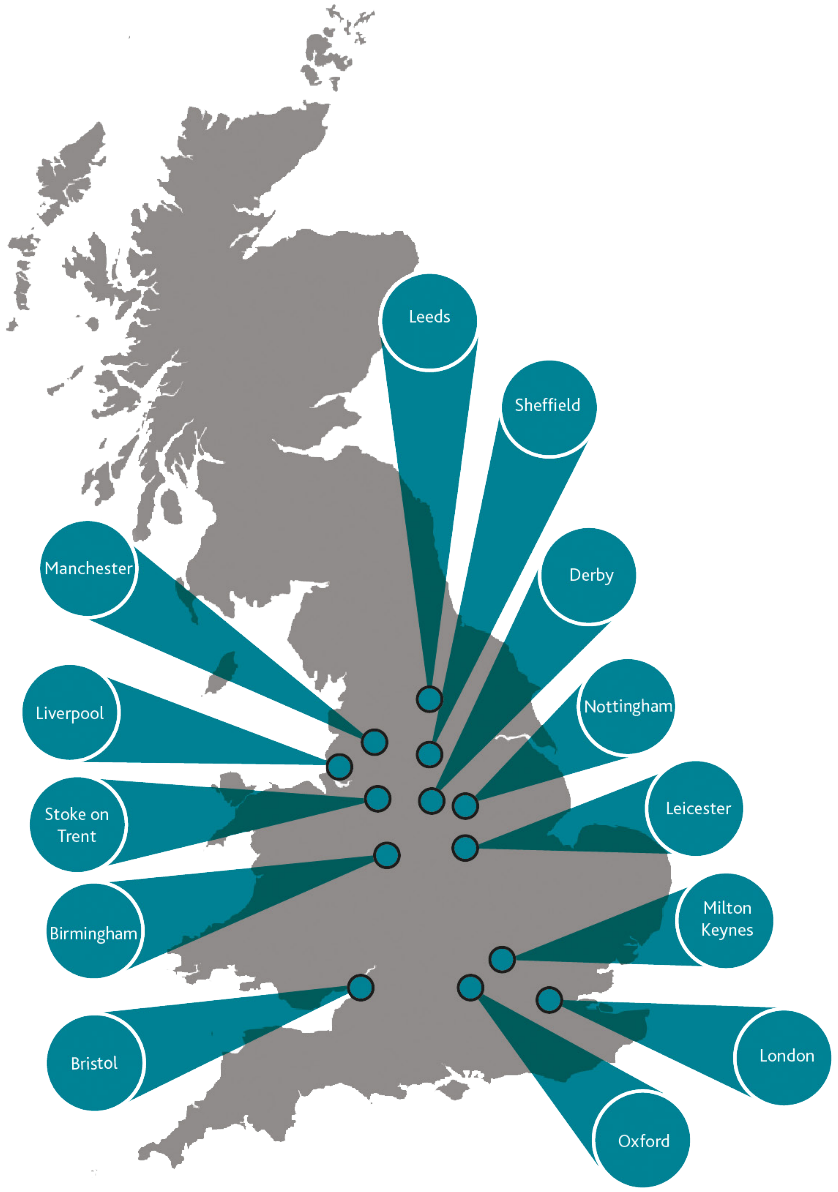
What is Platinum Connect?

Platinum Connect is a unique legal service that connects you to both our business and private client services and is tailored to you, your business, your family, and your priorities.

When you have a lot at stake; business growth, personal reputation, family and wealth, you need experienced and qualified lawyers to look after your affairs. This is where Platinum Connect excels, it is our seal of quality, a whole of life service for people who at different times and stages of their life will need to access commercially intelligent and legally flawless advice for their business, themselves and their family. Wherever and whenever they need it.



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