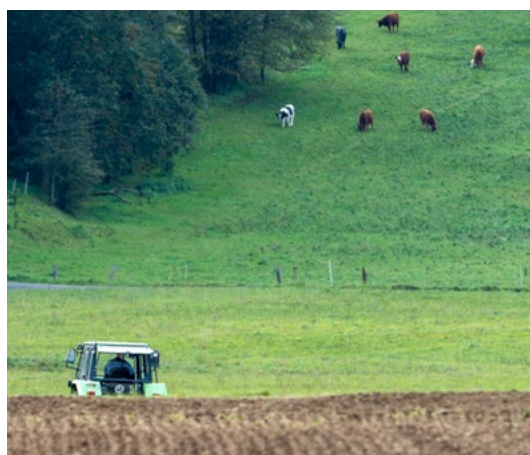


An aerial photograph of a river valley during autumn. The foreground is dominated by a large, dense forest with trees in shades of orange, yellow, and brown. A river winds through the valley, curving around a central green field. In the background, there are rolling hills and a patchwork of green and brown fields under a sky with soft, wispy clouds.

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agrilore

Autumn 2026



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Autumn Edition 2026

Welcome to our Autumn edition of AgriLore.

At the time of writing, two thirds of the country is in official drought. Farmers have endured an exceptionally hot summer, with effects on production, supply and costs likely to continue to be felt for weeks and months to come.

Against that backdrop, Andy Burnham's arrival as Prime Minister brings renewed focus on whether policy changes might ease some of the financial pressures facing farmers and rural businesses. With the Autumn Budget approaching, now is a good time for clients and their advisers to review their financial and legal affairs. Lord Blunkett's call for a "rural reset" will add to interest in whether the Budget signals a change of direction.

Farm support remains firmly in the spotlight. The second window of SFI26 opened on 22 September with £233 million available but the entire budget had been allocated by 15:48 that day. Many farmers will have missed out on this round of funding

and must now wait for further details of next year's SFI offer.

For rural employers, changes to right to work checks are another important development. While the changes may have limited impact on checks for directly employed staff, the implications may be more significant for businesses relying on seasonal workers, agency labour and other contractors. Kate Gardner considers what the changes mean for rural businesses on page 16.

Planning reform also presents new opportunities. The new National Planning Policy Framework, published on 17 August, introduces a more supportive approach to agricultural development and rural businesses. On page 10, Fergus Charlton and Grace Bravery consider what the changes could mean for farming businesses seeking to diversify, modernise or develop land.

In this edition we also discuss Japanese knotweed, the new contractual controls register and statutory powers of entry in light of the recent case *Barstow and Others*

v Green Generation Energy. We also take a whistle-stop tour of the legal options available to landowners seeking to retain an element of control or financial benefit after selling land.

Back in the office, we are delighted to welcome newly qualified solicitors Charlotte Pottow and Megan Galbraith, who have joined our Agriculture and Private Property and Landed Estates Teams respectively.

Finally, we were delighted once again to partner with the CAAV to deliver the 21st Annual National Tutorial. A huge thank you to everyone involved in making the day a success, and the very best of luck to all those sitting their exams.



Vivienne Williams
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- Tuesday 2 February - Chester
- Wednesday 3 February - Lincoln
- Thursday 4 February - Oxford
- Friday 5 February - Exeter



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Statutory powers of entry:

A welcome result for landowners



The recent case of *Barstow and Others v Green Generation Energy Networks Cymru Limited* [2026] EWHC 1968 (Admin) considered the rights of landowners when acquiring authorities exercise statutory rights to enter and survey land in advance of compulsory purchase. These powers are set out under Part 7 of the Housing and Planning Act 2016 (**HPA 2016**). The judgment significantly clarifies what is expected of acquiring authorities exercising these powers and should give comfort to owners and occupiers of land in England and Wales which may be affected by infrastructure projects in future. This article considers the Court's declarations relating to the requirements for notices served under Part 7 HPA 2016.

The Facts

The case was brought by three claimants: first, Natalie Barstow, who operates a farm in Powys, Wales with her family; secondly the Campaign for the Protection of Rural Wales (**CPRW**); and thirdly the Land Justice Coalition (t/a Justice for Wales).

The defendant, Green Generation Energy Networks Cymru Limited, was an Independent Distribution Network Operator. As an "acquiring authority" under Part 7 HPA 2016, the defendant had rights under section 172 to enter and survey land in connection with its assessment of potential routes for grid connections to renewable energy schemes. The exercise of these powers was contingent on giving notice to every owner and occupier of the relevant land under section 174.

The claimants had concerns about how the defendant exercised its rights under Part 7 HPA 2016 and argued that, on a number of occasions, the defendant had failed to exercise its statutory powers lawfully. The first claimant challenged the defendant's entry onto her family's land in July 2025, following the service of a section 174 notice in August 2024, which did not provide any specific details about the surveys proposed or the intended date or time of entry.

The claimants further relied on evidence from other landowners and occupiers who alleged similar entries onto their land without adequate notice. A central concern was what the claimants regarded as the heavy-handed approach adopted by some of the defendant's representatives, and the defendant's apparent failure to take account of biosecurity risks.

Judgment

The Judge granted declaratory relief on the construction of the statutory scheme for entry onto land under Part 7 HPA 2016. The Judge emphasised the importance of giving proper notice together with "genuine and courteous engagement" with the landowner or occupier, including providing them with enough information to make any necessary arrangements.

Key takeaways from the judgment include:

1. Notice under section 174 must be given to every owner and occupier of the land.
2. Service by ordinary post is sufficient without proof of actual receipt. The Judge commented

that the first claimant's practice of recycling post addressed to "the Occupier" without reading it was "unwise".

3. Notices under section 174 do not run with the land, as they are not intended to have long-term effect.
4. The requirement to give 14 days' notice does not mean that the acquiring authority must specify the date of entry. However, the period during which the notice remains effective and what amounts to "reasonable time" under section 172(2)(a) depends on the nature of the activity and the circumstances of each proposed entry.
5. The requirement to give "details of what is proposed" under section 174(3) should be read consistently with the Code of Practice on Powers of Entry. It should include sufficient detail of the activity and its location to enable the recipient to understand what will happen and should invite the recipient to provide information about the circumstances of the land and its owners or occupiers.

These comprehensive rulings on the notice requirements under Part 7 HPA 2016 should leave acquiring authorities in little doubt of their obligations. The Court's declarations should prevent acquiring authorities from treating notices as a tick-box exercise and instead encourage authorities to consider what is an appropriate balance between their rights and those of landowners and occupiers.



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PFAS:

The new environmental challenge landowners cannot ignore

A landowner agrees terms for the sale of a former agricultural holding. The parties are aligned on price, funding is in place and completion appears straightforward. Then the buyer's environmental consultant raises a question: was part of the land once used for firefighting training, waste disposal or industrial activity?

Further investigation follows. Soil and groundwater testing is commissioned. The reports identify the presence of a strange-sounding substance called 'PFAS'.

Suddenly, what appeared to be a routine transaction becomes an environmental risk management exercise involving consultants, lawyers, insurers and lenders. This scenario is increasingly common as awareness of PFAS grows, and these previously unheard of substances are becoming an important consideration for anyone owning, developing or transacting land.

PFAS: the "forever chemicals"

PFAS is an acronym for perfluoroalkyl substances. They are a large family of synthetic chemicals which have been used for decades in products ranging from agricultural pesticides, firefighting foams and industrial processes to product packaging and non-stick cookware.

Their attraction lay in their resistance to heat, water and grease. Unfortunately, those same characteristics make them remarkably persistent once they enter the environment. Many PFAS compounds do not readily break down and can remain in soil, groundwater and surface water for decades, often migrating significant distances from the location where they were originally released. This persistence has earned them the nickname "forever chemicals".

The concern is not that every site containing PFAS presents an immediate environmental problem. Rather, it is that these substances can be difficult and expensive

to remediate, while scientific understanding and regulatory expectations continue to evolve. For landowners, the greatest challenge is often uncertainty rather than contamination itself.

Understanding and managing the risk

A landowner may first encounter PFAS issues during contaminated land due diligence when selling or mortgaging their land. Environmental searches may identify a historic high-risk use, such as firefighting activities, prompting consultants to recommend PFAS sampling. What starts as a routine environmental review can quickly develop into a detailed investigation of soil and groundwater conditions.

Sites linked to airports, military facilities, waste operations, chemical manufacturing and metal treatment are often considered higher risk, although PFAS contamination is by no means limited to these uses and may arise in an agricultural setting from activities such as the storage and use of pesticides and organic waste fertilisers.

The first task is to understand the nature and extent of any risk.

As with any contaminated land issue, the starting point is a review of historic land use and, where necessary, environmental investigations. In England and Wales, PFAS risks must be considered through the lens of Part 2A of the Environmental Protection Act 1990. For further details see our previous article [**Contaminated land: from an agricultural landowner's perspective**](#).

The key question is whether a complete contaminant linkage exists: a source, a pathway and a receptor. The mere presence of PFAS does not automatically create liability; expert assessment is required to determine whether there is a risk of harm or pollution.

Where risks are identified, the appropriate response will depend on the circumstances. While some risks can be managed through further investigation and ongoing monitoring, others may require remediation. Given the complexity and cost of PFAS remediation, the focus is increasingly on proportionate and defensible risk management rather than eliminating all traces of contamination.

Insurance and property transactions

As awareness of PFAS has increased, so too has the importance of environmental insurance. Environmental insurance cannot remove contamination from a site, but it can help manage the financial consequences of unexpected liabilities, regulatory intervention and third-party claims. For that reason, insurance is becoming an increasingly valuable tool in transactions involving known or suspected contamination risks.

However, insurers are understandably cautious. PFAS is as new to them as it is to the rest of us. The availability of cover will often depend on the quality of environmental investigations, the extent of known contamination and the disclosures made to underwriters.

PFAS is also influencing the way property transactions are negotiated. Buyers may be concerned about future environmental liabilities. Sellers may be reluctant to retain open-ended obligations. Lenders often seek additional comfort before advancing funds. As a result, environmental due diligence, contractual risk allocation and pollution legal liability insurance are playing a greater role than ever before.

A landowner's perspective

Prudent landowners should resist taking comfort solely from the absence of current regulatory action. PFAS contamination can be remarkably persistent, scientific understanding continues to develop and regulatory scrutiny is increasing.

The lesson is a simple one. Landowners who identify potential PFAS risks early, investigate them proportionately, explore remediation and insurance options where appropriate and address the issue openly within transactions are likely to find themselves in a much stronger position than those who wait for a problem to emerge.

Investigating, mitigating and insuring against PFAS risks can take months rather than weeks, potentially delaying land sales, lettings and funding arrangements. Landowners should therefore consider potential risks well in advance of any transaction.



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Retaining control when selling land:

The options explained



Considering the sale of land but keen to retain some influence over its future? For farming families and rural estates, a land sale is often about more than simply achieving the best price. The land may have been in the same ownership for generations, adjoin retained farmland, support the wider estate strategy, or have long-term development potential that could significantly increase its value.

A number of legal mechanisms can help preserve a degree of control or allow a seller to benefit from future opportunities after a sale. Whether the aim is to share in future development value, protect the operation of a retained farming business, or maintain influence over strategically important land, careful planning at the outset can be invaluable. Below is an overview of some of the most commonly used options.

Overage

Overage is commonly used where land has future development potential, for example, where agricultural land lies on the edge of a village or near an expanding settlement. It entitles the seller (or a nominated beneficiary) to receive an additional payment if the value of the land increases as a result of a specified trigger event, such as the grant or implementation of planning permission.

Overage is often most effective where there is no objection to development, but there is a desire to share in any future uplift in value. However, overage provisions can be complex, and both the commercial terms and legal drafting need careful consideration. It is important to strike the right balance, ensuring that the buyer retains sufficient incentive to pursue planning permission or carry out development.

Restrictive covenants

Restrictive covenants are often attractive where the primary objective is to limit or prevent certain uses of a property, including development. They may be used to

preserve important views, prevent uses that might interfere with farming operations, or maintain the character of a rural estate. To be enforceable, however, the seller will usually need to retain neighbouring land that benefits from the restriction, as the covenant must “touch and concern” the retained land.

This option is most appropriate where the primary objective is to prevent development rather than share in any increase in value.

Restrictive covenants are often more straightforward and cost-effective to implement than overage arrangements, although they do not provide any financial participation in future development gains.

Ransom strips

A ransom strip involves retaining a narrow strip of land along the boundary of the land being sold and may be encountered where agricultural land has strategic development potential. It can be a valuable tool where access across the sold land may be required to unlock the development potential of adjoining land in the future.

If a developer subsequently needs rights over the retained strip, the landowner may be able to negotiate a premium payment. As an alternative to retaining a physical strip of land, an access overage arrangement can be agreed with the buyer. This would provide for an additional payment if the land were ever used to access or facilitate development on neighbouring land.

Pre-emption rights

A pre-emption agreement gives the seller a right of first refusal if the buyer decides to sell the property in the future. Before offering the land for sale on the open market, the buyer must first offer it back to the seller, typically at market value.

This can be particularly useful where adjoining land is retained as part of a wider farming operation or estate and there is a desire to retain some influence over future ownership.

It may also help with succession planning, allowing land to be sold to release capital, whilst preserving the opportunity to re-acquire it for a future generation.

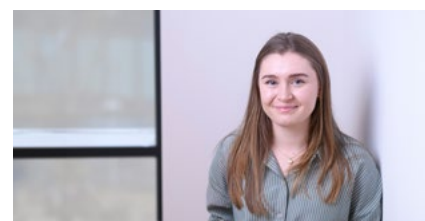
Where the repurchase price is based on market value, it is worth remembering that any planning permission obtained after the original sale could significantly increase the cost of buying the property back.

Which option is right?

For farmers, landowners and rural estates, several options are available to retain a degree of control or secure future benefits after the sale of land. The most appropriate solution will depend on the objectives, whether these are:

- sharing in future development value;
- preventing or restricting development;
- retaining leverage over future access arrangements; or
- ensuring an opportunity to buy the land back in the future.

Each mechanism has its own advantages, limitations and drafting considerations. Taking specialist legal advice at an early stage can help ensure that the arrangements properly reflect the long-term interests of the farming business, rural estate or family holding while also maximising the value and strategic opportunities with the land being sold.



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Changes to planning rules:

For farms and rural businesses

The new National Planning Policy Framework (dated August 2026) (**NPPF**) has significant implications for those living and working in rural areas. It places strong emphasis on supporting sustainable rural development and diversification, potentially opening the door to a broader range of development opportunities in the countryside and on the edge of settlements.

This article takes a closer look at some of the changes.

Diversification and modernisation

Firstly, the new NPPF streamlines the process for agricultural diversification. It contains more explicit support for the modern farming business. The previous 2024 NPPF sought to enable the development and diversification of agricultural and other land-based rural businesses.

The new NPPF goes further; it expressly supports the sustainable growth, diversification and modernisation of agricultural

businesses, including farm shops, livestock facilities, reservoirs, polytunnels, greenhouses and seasonal worker accommodation.

When decisions are being made on planning applications, the new NPPF requires that the Council determining an application give substantial weight to the benefits of farm modernisation, domestic food production, animal welfare and environmental improvements. This helpful direction was not in the 2024 NPPF.

As before, there is a recognition that rural businesses may need to be located outside settlements, including in areas with limited public transport provision. However, there is no longer a need to consider this support in the context of meeting community needs, highway impacts or improvements to sustainable transport. For farmers this creates a more supportive starting point for planning.

Protection of land for food production

A new theme of planning policy has been introduced that seeks to steer development away from best and most versatile agricultural land (**BMV**) where poorer quality land is available, emphasising the important contribution that UK farmers make to national food security. Previously, former policy simply recognised the value of BMV without explicitly protecting it against development.

Drought resilience

Agricultural applications to increase water supply capacity with new reservoirs now carry substantial weight, and there is no longer a requirement for applications to demonstrate an overall need for the infrastructure. Updated planning practice guidance on permitted development rights for on-farm reservoirs is also expected in autumn 2026. No doubt this will be welcome following the summer we have just had.

Development outside settlements

Planning applications for developments of the following types are to be approved despite lying outside settlements unless their adverse effects substantially outweigh the benefits: development relating to agriculture, horticulture and forestry and development supporting rural businesses including tourism. Furthermore, support for these developments is enhanced if the building is to be located on previously developed land.

This is a noticeably more permissive framework than the 2024 NPPF and gives farmers, landowners and rural business owners stronger policy support when pursuing rural development.

Developments in the green belt

Historically, applications for new housing or commercial developments on open land in the green belt were very likely to be refused. Two years ago, this changed with the introduction of grey belt. Grey belt is land in the green belt that does not (on certain levels) assist the green belt purposes. Housing developments on land shown to be grey belt are more likely to be approved.

The tests for the identification of grey belt have been simplified. Again, this is helpful as it improves the propensity for strategic development land to secure its development potential.

Land adjacent to train stations

Landowners with land adjacent to villages or towns, and any land adjacent to the better served railway stations will find greater opportunities to promote their sites through local plans or secure planning permission. For landowners previously advised that a rural location made planning permission unlikely, now may be a good time to revisit those prospects and seek fresh planning advice.

On the flipside, the stronger presumption in favour of sustainable development also brings the potential for unwanted development in rural areas. Landowners concerned about nearby proposed development should consider seeking planning advice at an early stage.

Renewable schemes

As set out in our recent article [**New NPPF strengthens planning support for renewable energy**](#) the new NPPF gives substantial weight

to the benefits of renewable and low-carbon energy development and states that applicants should not be required to demonstrate need. For landowners with suitable sites, this is a significant benefit and should help accelerate projects capable of contributing to net zero and energy security.

Conclusion

The new NPPF has improved the opportunities for farming businesses seeking to modernise, diversify or promote land for development.

It is an exciting opportunity for those looking to unlock the potential of their land.



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Japanese knotweed:

A question of timing and causation



Japanese knotweed can present landowners with a tangle of practical and legal problems, particularly where it spreads across property boundaries. The recent County Court appeal decision, *Sateeshkumar v Wigan Metropolitan Borough Council* [2026] EWCC 39, provides a useful reminder that the timing of encroachment, knowledge and action can be critical when responsibility for treatment costs is disputed.

The case concerned Japanese knotweed that had spread from a council-owned park onto neighbouring residential land before 2018. Although the Council knew, or ought reasonably to have known, about the infestation by 2018, the court found that the knotweed had already encroached onto the claimant's land by that time. The first-instance judge had awarded £2,635 for treatment costs, but that award was overturned on appeal. The claimant could not establish that those costs were caused by the Council's subsequent breach of duty: once established on the claimant's land, the knotweed was sustaining itself independently of the infestation on the Council's land.

While the decision is not binding on other courts, it nevertheless provides useful guidance on the application of ordinary causation principles to Japanese knotweed claims. It also follows the Supreme Court's decision in *Davies v Bridgend County Borough Council* [2024] UKSC 15, which upheld the importance of establishing a causal link between the defendant's breach and the loss claimed.

A clear paper trail

Where a landowner knows, or ought reasonably to know, that Japanese knotweed is present and poses a risk of spreading to neighbouring land, a failure to take reasonable steps to prevent its spread may give rise to a claim in nuisance. The timing of knowledge, encroachment and remedial action may therefore become crucial evidence in any subsequent dispute.

Good record keeping is therefore important. Farmers and rural landowners should consider retaining dated photographs, survey reports, correspondence with neighbours, records of when the infestation was first identified, contractor reports and treatment records. Where neighbouring land is affected, it may also be sensible to record what was communicated to the adjoining owner and when.

Records will also be valuable where there is tenanted land. At the end of a tenancy, questions may arise over whether an infestation predated the tenancy, spread during the tenant's occupation or resulted from a failure to comply with the tenancy terms. A clear record of the condition of the holding, when knotweed was identified and any treatment undertaken, together with the terms of the tenancy itself, can help establish where responsibility lies.

Effective early treatment

Simply having Japanese knotweed on private land is not, in itself, generally an offence and there is no general legal requirement to eradicate it. However, Japanese knotweed is listed in Schedule 9 to the Wildlife and Countryside Act 1981, making it a criminal offence to cause it to grow in the wild. Furthermore, the Environment Agency also warns that soil or plant material contaminated with invasive non-native plants may constitute controlled waste. This makes its removal potentially problematic, and so specialist advice should always be obtained before disturbing an infestation and disposing of contaminated soil.

Treatment is rarely an overnight exercise. Professional herbicide programmes can run for several years and may require subsequent monitoring. The appropriate approach will depend on the site and the extent of the infestation; in some circumstances effective management and control may be more realistic than complete eradication.

Contractor documentation should therefore be examined carefully. In particular, landowners should understand the proposed treatment period, payment stages, monitoring arrangements, responsibility for regrowth and the scope and transferability of any warranty or guarantee.

These matters can become particularly important when land is sold or refinanced. The Royal Institution of Chartered Surveyors (RICS) guidance adopts a risk-based approach to Japanese knotweed and recognises the reassurance that Management Plans, five- or ten-year warranties or guarantees and insurance-backed protection can provide to lenders and subsequent owners.

Don't let the problem take root

The practical message from *Sateeshkumar v Wigan* is simple: act early, prevent further spread and keep a clear documentary record. If Japanese knotweed is identified, specialist advice should be sought before disturbing it and any treatment plan should be properly documented.

Early action may not eliminate every legal or financial issue, but it is usually far less costly than determining responsibility after the event. For farmers and rural landowners, regular monitoring of affected areas and prompt action can help protect neighbouring land, preserve evidence and minimise the potential for expensive disputes further down the line.



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New disclosure rules:

For options, promotion agreements and strategic land deals

To enhance transparency in the land market, the Government has introduced new disclosure requirements for certain contractual agreements that confer control over land. On 8 June 2026, **The Provision of Information (Contractual Control) (Registered Land) Regulations 2026** (the **Regulations**) became law and will come into force on 6 April 2027.

For many years, contractual control agreements have enabled developers and promoters to secure future development opportunities, without the need for an immediate land purchase. These agreements enable developers to secure a legal interest in the land whilst they navigate the often lengthy planning process, commission surveys and raise funding.

For landowners, farmers and estates, these arrangements can unlock development value while retaining ownership of the land until a later stage. Traditionally, however, many such arrangements have remained largely private. The Regulations are intended to change that by increasing transparency around who controls land that may be brought forward for development

in the future. Information about qualifying agreements will ultimately be published by HM Land Registry (**HMLR**) on a publicly accessible register.

Scope of the Regulations

The scope of the Regulations is wide. They apply to registered land in England and Wales, including both freehold land and leasehold land, where a lease has a remaining term of 15 years or more at the time the relevant right is granted.

The Regulations apply to various forms of contractual control rights, including conditional agreements containing a right of acquisition, option agreements, pre-emption agreements and promotion agreements. Furthermore, the Regulations impose reporting obligations where a relevant right is granted, varied, assigned, exercised, expired or determined.

The duty to disclose generally applies where the contractual control right is held for the purposes of an undertaking, such as a business, development company, promoter, charity or other organised activity.

The Regulations do not apply to:

- rights held in a purely private or personal capacity;
- security arrangements where the rights granted are solely to secure the repayment of a loan, mortgage or overage obligation;
- rights affecting leases with less than 15 years remaining at the time the right is granted;
- rights held exclusively for non-development purposes e.g. maintenance, utility or farming rights;
- rights contained in agreements made for defence or national security;
- rights relating to s106 agreements insofar as they relate exclusively to the provisions of infrastructure, amenities or services in connection with a grant of planning permission, and
- short term rights granting a period of control of less than 18 months.

However, where a contractual agreement serves multiple purposes, the disclosure requirements may still apply and must be assessed carefully to avoid non-compliance.

Prescribed information

The following information must be disclosed:

- names of grantor and grantee, including company registration details where applicable;
- type of contractual control right;
- date, parties and a description of the document creating the relevant right;
- date from which the right can be exercised;
- period of control, and
- title number and address of land, including whether the land includes sub-surface and airspace.

Key details

1. The duty to disclose is on the grantee of the relevant contractual control right but disclosure must be made by a regulated conveyancer such as a solicitor, licensed conveyancer or legal executive.
2. Although the Regulations come into force on 6 April 2027, qualifying agreements entered into between 8 June 2026 to 5 April 2027 ("the interim period") must also be reported with a deadline of 6 October 2027.
3. Disclosure must generally be made within 60 days of a contractual control right being granted, varied, assigned, exercised, expired or determined. Therefore, from 6 April 2027 there will be a duty to report a variation or assignment of a contractual control right, even where the original contractual right was granted before 6 April 2027.

4. If a contractual control right is assigned, responsibility for future reporting will pass to the new grantee.
5. HMLR may refuse to enter certain restrictions or notices intended to protect a contractual control right on the land's title register, until the relevant information has been provided.
6. HMLR will publish information collected on a publicly accessible database from April 2028 onwards. This database will be updated regularly and will be made available for download.

Enforcement

Failure to comply with the Regulations, or knowingly or recklessly provide misleading or false information in relation to the relevant contractual control rights constitutes a criminal offence. The maximum penalty for non-compliance of the Regulations is up to two years imprisonment, an unlimited fine, or both. Whilst being available, in practice criminal sanction is more likely to apply where non-compliance is the result of fraud or dishonesty. In other circumstances, HMLR is likely to refuse to register an applicable agreement.

Key takeaways

Those involved in negotiating strategic land deals should:

- check confidentiality clauses in agreements entered into from 8 June 2026 onwards to ensure that they enable compliance with the Regulations;

- consider whether clients fully understand that information relating to the agreement, the land and the parties involved may ultimately become publicly available;
- ensure landowners, estates and farming businesses entering into promotion agreements, options or conditional contracts are advised of the new disclosure requirements at an early stage; remember that any variation or assignment of any existing qualifying contractual control agreements after 6 April 2027 may trigger a reporting obligation, even where the original agreement was entered into before the Regulations came into force; and
- be ready to review the detailed Land Registry rules, which will explain the mechanics of registration, when they are published.

Conclusion

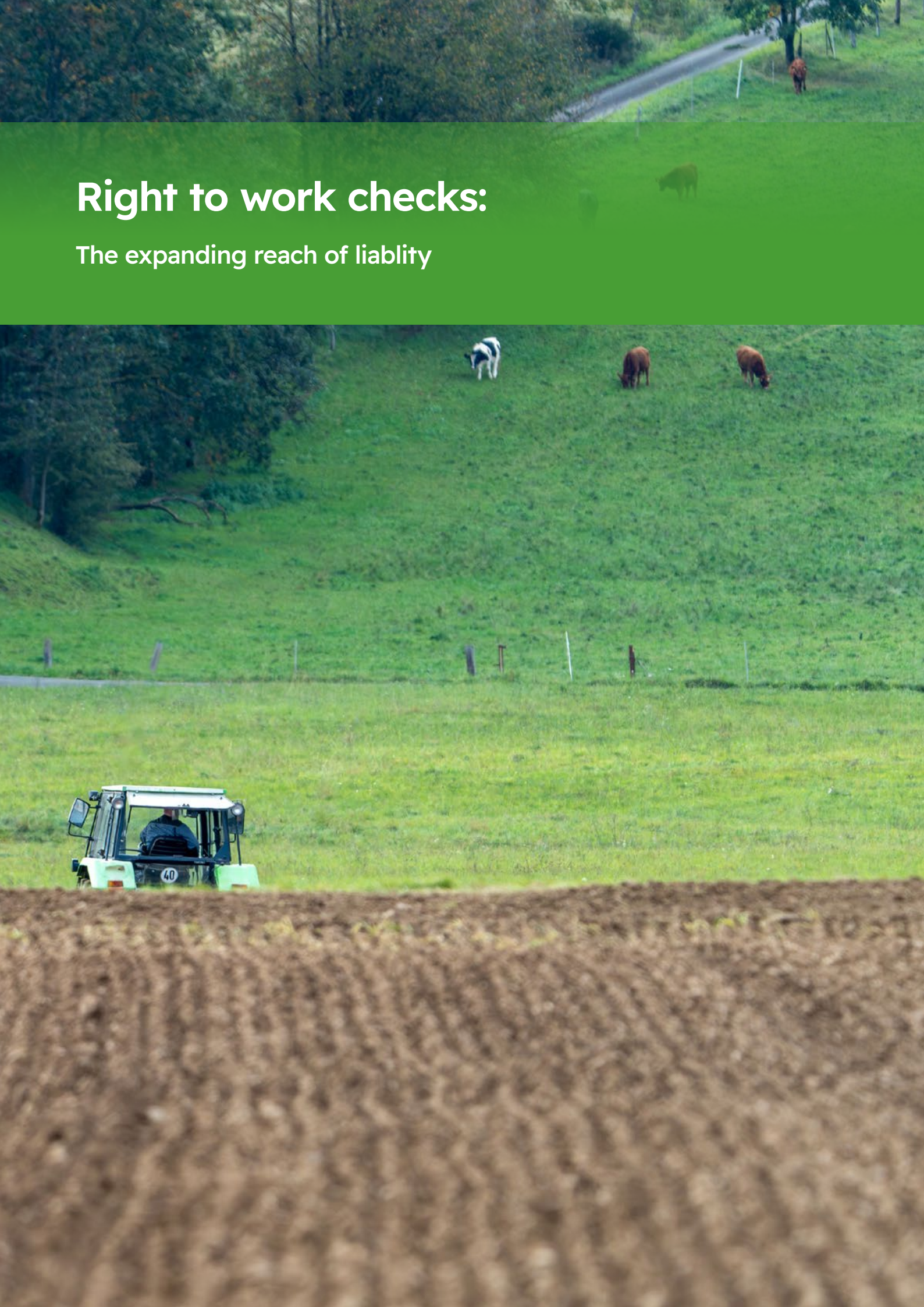
Whilst the Regulations will have obvious implications for developers and promoters, they are equally relevant to landowners. Many landowners have historically regarded strategic land agreements as private commercial arrangements. The introduction of a public register will increase transparency around who controls land with future development potential and may influence how such agreements are negotiated and drafted going forward.



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Right to work checks:

The expanding reach of liability

On 1 October the scope of the right to work checks was substantially expanded. As a result, a greater number of working relationships are required to comply with the right to work checks. Businesses that use agencies, labour providers, subcontractors or other outsourced labour arrangements must now ensure that appropriate contractual protections and compliance controls are in place throughout the contractual chain.

For farmers and rural businesses this is unlikely to affect the way that they carry out right to work checks on their own employees. However, many agricultural and rural businesses rely on seasonal workers, agency labour, contractors or farm consultants and it is these kinds of labour supply arrangements that may now be within the scope of right to work checks.

What has changed?

The new Code of Practice introduced an “extended liability” regime in specific contractual arrangements. These provisions apply where:

- a business contracts to provide work or services to a third party and engages another employer to provide workers to deliver those services;

- an online matching platform connects service providers with customers; or
- an individual is engaged under a contract that permits them to send a substitute to perform the work.

Furthermore, if an employer with a direct contractual relationship with an employee cannot be identified, or prescribed compliance requirements have not been met, liability may extend to another party higher up the contractual chain.

What are the risks?

Failing to comply is serious. Employers found to be employing someone illegally can face fines of up to £60,000 per illegal worker. If an employer knows they are employing an illegal worker, they will commit a criminal offence.

The new compliance requirements

To establish a statutory excuse against extended liability, businesses within the contractual chain must be able to demonstrate compliance with a series of prescribed requirements.

For prevention, measures include written contractual terms requiring right to work checks to be carried

out, restrictions on further subcontracting without consent and identity verification processes. Where illegal working is identified, compliance measures include sufficient enforcement mechanisms and cooperation with Home Office investigations.

Importantly, businesses must retain evidence that these arrangements have been implemented and operated in practice. A person seeking to rely on a statutory excuse must be able to evidence compliance with the prescribed requirements.

What should employers do?

The key challenges facing businesses, will firstly be managing the labour supply chain risk and secondly, be establishing when the new rules apply. Ensuring oversight of all employment processes and procedures and maintaining up to date policies, procedures, records and training will be key.

Where employers are not sure if certain labour contracts will attract compliance, they should seek legal advice without delay.



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Agriculture & Landscape Recovery Schemes



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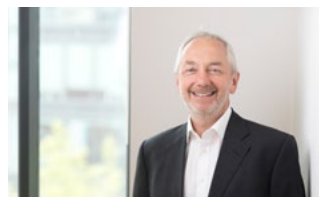
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