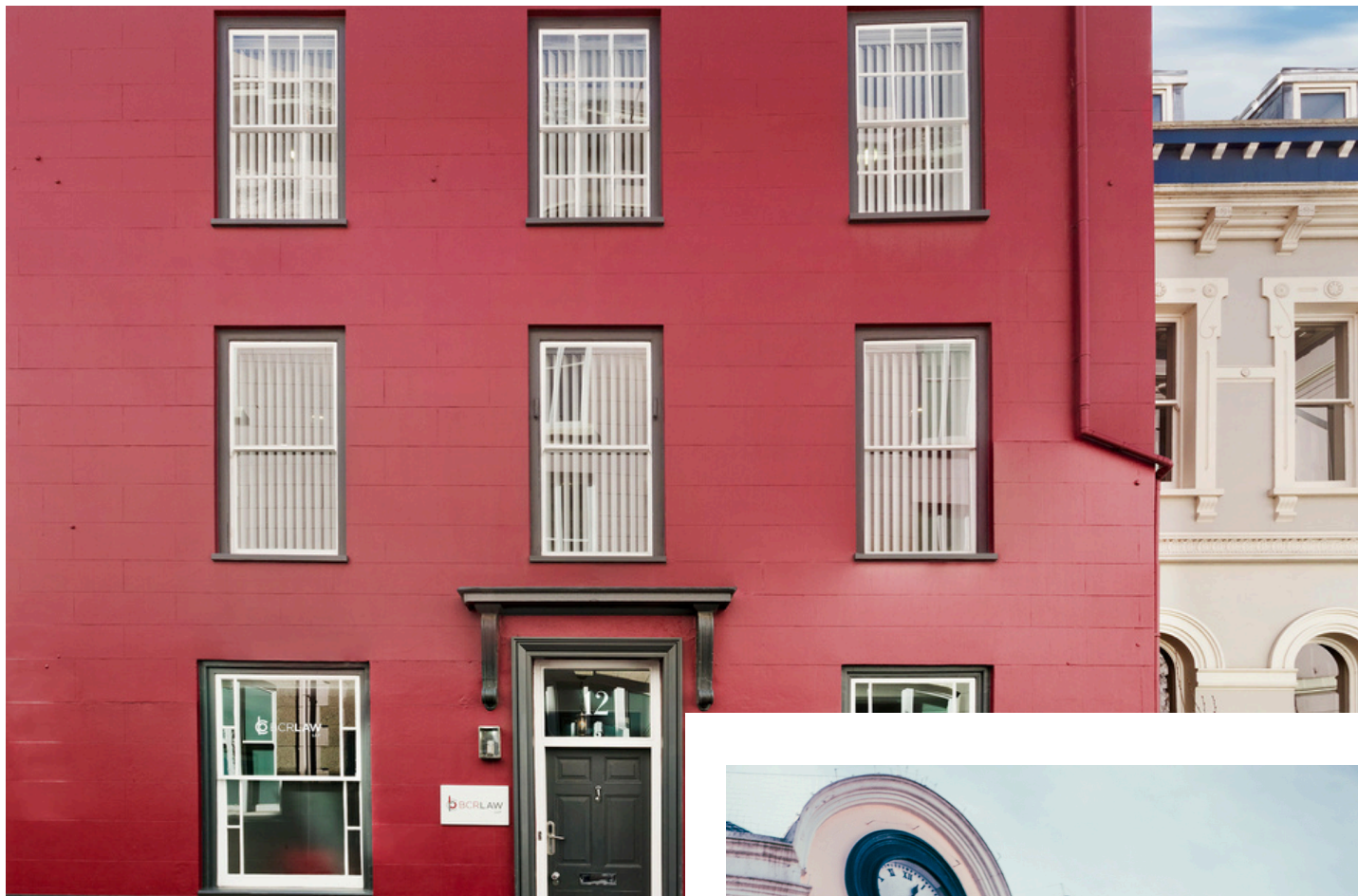




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# BCR LAW REPORT Q4

This report highlights key proposals introduced in the States Assembly, legislation that has been recently passed, and important decisions made by courts and tribunals in Q4.



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## PROPOSITIONS LODGED IN THE STATES ASSEMBLY DURING Q4

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### Draft Royal Court and Stamp Duties and Fees (Jersey) Amendment Law 202-

By this proposition (a copy of which can be accessed [here](#)), various amendments are sought to the Stamp Duties and Fees (Jersey) Law 1998, including:

- The abolition of 'Jurat Stamps' (historically the revenue generated from these stamps were used to fund the expenses and honoraria of the Jurats). It is proposed instead that the expenses and honoraria be funded from public expenditure.

- Uprating in line with inflation various judicial fees (this is particularly important for any fidéicommis and or incorporated associations – if adopted, any filings to note changes of officers would attract a fee of £104.00).
- Creating a new rate 'Q' for proceedings valued at more than £10 million. If enacted, such proceedings will be required to pay a judicial fee of £5,000.00
- Making the judicial fees non-refundable in the event a matter settles and the need for a hearing falls away unless the applicant makes an application within 12 months and unless it is considered just to do so.

This proposition was adopted by the States of Jersey on 12th November 2024 and will come into effect when the Minister for Treasury and Resources issues an Order.

Full Proposition can be found [here](#)

## Pets in Rental Properties

By this proposition (a copy of which can be accessed [here](#)) a deputy asked for a tenant to a residential property to be given a statutory right to have a pet unless the landlord provides a reasonable reason to refuse. This proposition is similar to a proposition making its way through the UK Parliament (see [Guide to the Renters' Rights Bill - GOV.UK \(www.gov.uk\)](#)). This proposition was successfully amended to instead, require the Government to publish guidance to landlords on this issue. Whilst the legal stance of this guidance is unknown, landlords should consider the guidance when it is released and if appropriate, consider amending their practices on this issue.

Full Proposition can be found [here](#)

## Draft Employment and Discrimination (Jersey) Amendment Law 202-

This proposition (a copy of which can be accessed [here](#)) seeks to implement some of the recommendations made by the Employment Forum in its June 2024 report (a copy of which can be accessed [here](#)).

In particular, the draft law, if adopted, will make the following amendments to the Employment (Jersey) Law 2003 and the Discrimination (Jersey) Law 2013:

- Increasing the maximum number of weeks' pay for breaches of an employee's statutory or contractual employment rights from four weeks' pay to eight weeks' pay.
- Amending the Schedule to the Employment (Awards) (Jersey) Order 2009 to increase the compensation awards for unfair dismissal to the following:

Length of service	Amount of award	Position prior to this proposition being adopted
Up to 52 weeks	4 weeks' pay	4 weeks' pay
More than 1 year but less than 2 years	8 weeks' pay	8 weeks' pay
More than 2 years but less than 3 years	12 weeks' pay	12 weeks' pay
More than 3 years but less than 4 years	16 weeks' pay	16 weeks' pay
More than 4 years but less than 5 years	21 weeks' pay	21 weeks' pay
More than 5 years but less than 10 years	26 weeks' pay	26 weeks' pay
More than 10 years but less than 15 years	31 weeks' pay	26 weeks' pay
15 years or more	36 weeks' pay	26 weeks' pay

Employers will need to take note of this when considering offering compromise agreements.

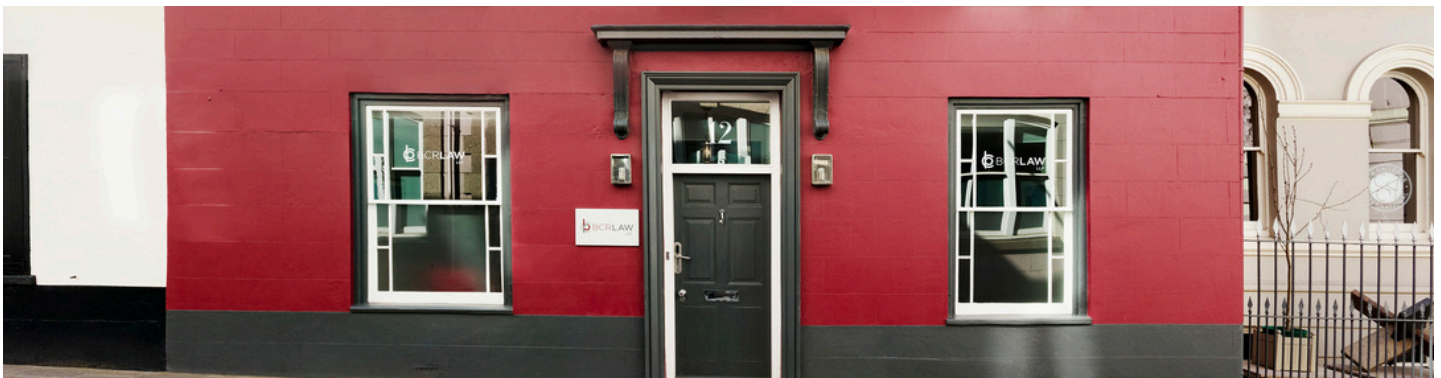
- The requirement for a written statement of reasons for dismissal to be given to an employee within seven days of their last day of employment.

Employers will need to ensure that this letter fully sets out the reasons for dismissal, ensuring that the reasons fall within the potentially fair reasons to dismiss. Given the importance such a letter would have in any subsequent tribunal proceedings (particularly if an employer sought to add an additional reason) employers need to ensure that the contents of this letter are correct from the outset.

- Increasing the maximum awards for employment related discrimination claims from £10,000.00 per claim to £50,000.00 or 52 weeks' pay per claim (whichever is the greater). The Minister will also be required to review the maximum level of compensation every three years.

The proposition presently does not propose amendments to grant the Tribunal the ability to award costs but has confirmed that this will be progressed as part of a wider review of the Tribunal's rules and regulations which will take place in 2025.

[Full Proposition can be found here](#)



## Consultation lodged

A consultation has recently closed on proposed amendments to the Companies (Jersey) Law 1991. A copy of the consultation paper can be accessed [here](#).

Key proposed amendments included in the consultation include:

- Directors having the ability to ratify defective distributions without the need for a Court application
- Introduction of the concept of Administration as an additional insolvency procedure
- Clarifying that in the event of death of the sole member and director, the estate has the power to appoint a new director
- Permitting a company to only have redeemable shares in issue

It will be interesting to see how many of the proposed amendments are carried into the subsequent Amendment Law.

[Copy of the Consultation can be found here](#)

# LEGISLATION ENACTED

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## Patents Law and Registered Designs Law (Jersey) Amendment Regulations 2024

We reported these in our [Third Quarter Edition of 2024](#). These came into force on 17th September 2024.

## Proceeds of Crime (Low Risk Financial Services Business) (Jersey) Order 2024 (the Order).

The Order came into force on 10th September 2024 and designates certain activities as low risk financial services businesses and disapplies certain provisions of the Money Laundering (Jersey) Order 2008. Those activities that are designated as low risk financial services businesses includes:

- A natural person acting as a director of a company (unless the company's business is engaged in trust company business (as such term is defined under the Financial Services (Jersey) Law 1998)
- The provision of a crown and anchor gambling service (provided the maximum bet permitted per game is £100.00 or less)

## Crime (Public Order) (Jersey) Law 2024

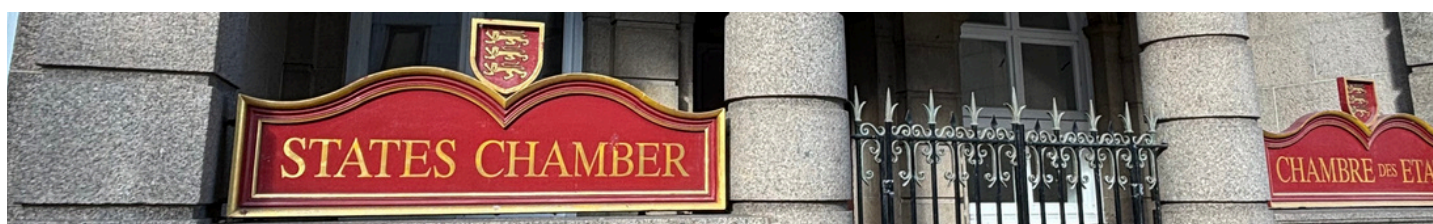
We reported about this draft piece of legislation in our [First Quarter Edition of 2024](#). This law came into force on 18th October 2024.

## Draft Finance (2025 Budget) (Jersey) Law 202-

This law (a copy of which can be accessed [here](#)) was adopted on 29th November 2024 and an Acte Opératoire was made that same day given it immediate effect, puts into place the revenue measures contained in the Government's proposed budget for 2025-2028. Of interest to businesses and individuals are the following:

- Personal tax allowances are to increase by 3.6%. This means that:
  - A single persons' threshold is increased to £20,700.00.
  - A married couples' threshold is increased to £33,200.00 with the second earners' allowance increased to £8,200.00.
  - Child allowance is increased to £3,850.00 and the additional personal allowance is increased to £5,750.00.
  - Childcare tax relief is increased to £7,850.00 for children under 12 and £20,400 for children under four.
- Group relief will be introduced for inter-company property transactions. Currently under the Stamp Duties and Fees (Jersey) Law 1998 there is no group relief for property transactions between companies within the same corporate group.

Each of these will be effective from 1st January 2025.



# ROYAL COURT JUDGMENTS OF INTEREST ISSUED DURING Q4

## Mauger V Mauger [2024] JCA 197

**KEY WORDS:** Court of Appeal; Succession; Rapport a la masse; rester sur ses avances; avances de succession; inter vivos gifts; partie disposable; will of movable property; lifetime gifts; Customary law; légitime

The Court of Appeal has determined whether an heir under a will of movable estate who received lifetime gifts from the deceased can rest on those advances even where the value of those gifts exceeds the disposable third of the movable estate.

The Court of Appeal ruled that an heir can only rester sur ses avances de succession provided that the value of such gifts do not exceed the disposable third of the movable estate.

[LINK TO FULL JUDGEMENT](#)

[OUR ANALYSIS REPORT](#)



## Buckley v Minister for Treasury and Resources and others [2024] JCA 288

**KEY WORDS:** Court of Appeal; Judicial Review; Human Rights; Constitutional Law

The Court of Appeal was asked to consider whether the enactment of Jersey legislation, specifically the Finance (Budget 2023) (Jersey) Law 2023 was susceptible to judicial review.

It held that general decisions of the States of Jersey to adopt a law are not susceptible to judicial review (except to the extent provided for by the Law itself).

However, it did accept that it may be arguable that imposing the higher rate of Land Transaction Tax introduced by this piece of legislation to two transactions which Mr Buckley was contractually committed to before the piece of legislation was enacted may have infringed Mr Buckley's rights under the Human Rights (Jersey) Law 2000.

[LINK TO FULL JUDGEMENT](#)

[OUR ANALYSIS REPORT](#)

## Representation of Aguidilla Investments Limited and Others [2024] JRC 179

KEY WORDS: Distributions; Companies; Statement of Solvency

This case concerned an application under Article 115ZA of the Companies (Jersey) Law 1991 (the Law), seeking the Royal Court's blessing to ratify past distributions made by 12 companies. The distributions were unlawful under the Law as they were not supported by a Statement of Solvency made at the time of the distributions by the directors who authorised it. For further information on the requirements for making distributions, please see our briefing note which can be accessed [here](#).

The Court, having regard to the earlier authority of Re Crystal Lake Investments [2021] JRC 104 granted the requested relief.

[LINK TO FULL JUDGEMENT](#)

[OUR ANALYSIS REPORT](#)

## Representation of the late Paul Glanville Hartopp [2024] JRC 1180

KEY WORDS: Wills; Probate; Photocopy

The Royal Court agreed to admit a photocopy of a deceased's last will and testament after the original could not be located. Despite the absence of the original document, the court was satisfied that the will had been validly executed and had not been revoked.

[LINK TO FULL JUDGEMENT](#)

[OUR ANALYSIS REPORT](#)

## Representation of K Trustees Limited [2024]JRC 187 and 185

KEY WORDS: Trusts; Beddoe; Undue Influence

The First Respondent (a co-settlor and beneficiary) sought to challenge her transfer into trust (the Trust) of certain assets. The First Respondent alleges that she made the transfers because of undue influence and or misrepresentation by the First Respondent's late husband (who prior to his death was also a co-settlor and beneficiary of the Trust) (the Proceedings). In the Proceedings, the First Respondent did not seek an order that the Trust be set aside, only that her transfers into the Trust be set aside.

The trustees of the Trust sought the Court's blessing under Article 51 of the Trusts (Jersey) Law 1984 to defend the Proceedings. The Court accepted that the trustees of the Trust were acting in good faith in recommending the defending of the Proceedings and so ordered the trustees to defend the Proceedings.

The First Respondent then died, and the Executor (the Executor) of the First Respondent's estate (the Estate) made an application that the legal costs incurred by the First Respondent (and now the Estate) in relation to the Proceedings, be funded out of the assets of the Trust. This was dismissed by the court as the Executor was not a beneficiary and therefore had no locus to be involved in future directions to the trustee concerning its conduct of the Proceedings and its costs. However, the court reiterated that the Executor could continue to pursue the Proceedings, but these will be at the cost of the Estate until such time as liability for costs is determined in the Proceedings.

[LINK TO FULL JUDGEMENT](#)

[OUR ANALYSIS REPORT](#)

## Representation of Ocorian Private Trustees (Jersey) Limited and Ocorian Limited re T Trusts [2024] JRC 186

KEY WORDS: Trusts; Blessing; Equalisation

The Trustees of four Jersey law governed trusts sought the Court's blessing under Article 51 of the Trusts (Jersey) Law 1984 to distribute trust assets equally among the Settlor's children per his wishes. Key disputes arose regarding the allocation of certain loans taken by two of the children for a failed joint venture and the sale of a property occupied by one of the children. The Court approved the Trustees latest distribution plan which included an equal split of the loans and the sale of the property.

[LINK TO FULL JUDGEMENT](#)

[OUR ANALYSIS REPORT](#)

## Rok Construct (2017) Limited v Siena Properties (Bardeaux) Limited [2024] JRC 206

KEY WORDS: Construction; Contractual Interpretation; Arbitration

The Plaintiff, Rok, issued proceedings against the Defendant, Siena, seeking payment of sums due under interim certificates issued in connection with a building contract. The contract, made on 3 February 2022, was valued at £11.1 million. Disputes arose over the interpretation of retention clauses and subsequent payments. Siena applied for a stay of the proceedings in favour of arbitration under Article 8 of the contract, arguing that disputes should be resolved via arbitration and that they were entitled to retain funds in excess of £2.5 million. The court rejected Siena's application for a stay, holding that there was no dispute over the sums due and that arbitration was not warranted given the clear contract terms regarding payment obligations. The Court ruled that Siena was required to make payments to Rok as no Pay Less Notices had been issued, and the retention amount was capped at £2.5 million. Arbitration was not necessary as the dispute was related to a straightforward interpretation of the contractual retention provisions.

[LINK TO FULL JUDGEMENT](#)

[OUR ANALYSIS REPORT](#)

## Representation of X Trustees Limited re Q and R Trusts [2024] JRC 118

KEY WORDS: Trusts; Blessing; Equalisation

In this case, the Court heard an application by a trustee (the Trustee) of two trusts (the Trusts) to bless the Trustee's in principle decision to terminate and distribute the assets of the Trusts in equal proportions to the various beneficiaries of the Trusts (the Decision).

The Court had previously rejected a similar application due to concerns relating to apparent conflicts of interest, tax liabilities and the questionable independence of a valuer. The Trustee had reflected on these concerns and had taken further steps to address such concerns and presented a revised application. After considering the further steps taken by the Trustee, the Court approved the Decision, recognising the Trustee's balancing of various factors and the unavoidable tax uncertainty with implementing the Decision.

[LINK TO FULL JUDGEMENT](#)

[OUR ANALYSIS REPORT](#)



## Representation of IQEQ (Jersey) Limited re the B Trust [2024] JRC 210

KEY WORDS: Trusts; Momentous Decision; Variation of Trusts; UK Tax; HMRC; Resident Non-Dom Tax Changes

This case concerns an application to vary a family trust under Jersey law to reinstate the Settlor (also the Protector) as a beneficiary and to distribute the entire Trust fund to him. The Trust, valued at over £70 million, was initially established to preserve family wealth but has faced tax complications due to the Settlor's family members becoming UK residents and domiciled.

In 2017, the Settlor and his wife were irrevocably excluded as beneficiaries based on tax advice. The current application seeks to reverse the exclusion of the Settlor to avoid UK taxes, including inheritance tax, income tax, and capital gains tax, which would significantly reduce the Trust's value if left unchanged.

The Court was asked to approve the variation on behalf of the minor and unborn beneficiaries. The primary issue was whether the variation was in their best interests. After careful consideration, including the fact that HMRC was notified of the proceedings but chose not to intervene, the Court found that the variation and the distribution were in the beneficiaries' best interests. The Trustees' decision was deemed lawful and within the band of reasonable trustee decisions.

The Court approved the variation and blessed the Trustees' decision to distribute the entire Trust fund to the Settlor, ensuring that the family's wealth would be preserved, and tax liabilities minimised. The case highlights the importance of tax efficiency in trust management and the role of the Court in balancing the interests of all beneficiaries.

[LINK TO FULL JUDGEMENT](#)

[OUR ANALYSIS REPORT](#)

## Representation of A Trustees Limited re the ABC Trust [2024] JRC 221

KEY WORDS: Trusts; Variation of Trusts; Momentous Decision; Settlement Agreement

A trustee sought approval from the Royal Court to enter into a settlement agreement concerning proceedings before the English High Court, as well as to pay legal fees incurred by a beneficiary (the Beneficiary) in instigating the proceedings through a loan agreement.

The court agreed that the settlement of litigation was significant and a reasonable decision for the trustee to make in the interest of all the beneficiaries. It approved the use of a loan agreement to pay the Beneficiary's legal fees rather than a direct distribution. The loan was to be unsecured, interest free and repaid over five years. The trustee was also advised by the court to establish a ring-fenced fund for the minor and unborn beneficiaries.

[LINK TO FULL JUDGEMENT](#)

[OUR ANALYSIS REPORT](#)

# Mucky Mutz Limited v Hightide Investments Limited [2024] JRC268

KEY WORDS: Debt Collection; Assignment of Debt; Legal Representation; Petty Debt

An important judgment for businesses who engage any of the local debt collection agencies.

It confirms that the debt collection agencies have no rights of audience to represent their clients in the Petty Debts Court. Should a business wish to represent itself, it may do so via one of its principals, or to alternatively engage an Advocate or Ecrivain. Should a business not wish to represent itself or engage an Advocate or Ecrivain, it may assign the debt to the debt collection agency who may then issue proceedings in its own right.

[LINK TO FULL JUDGEMENT](#)

[OUR ANALYSIS REPORT](#)



# EMPLOYMENT TRIBUNAL JUDGMENTS OF INTEREST ISSUED DURING Q4

## 1.Regan v RPH Heating Limited (trading as Florida Pools and Spas) [2023] TRE 195

KEY WORDS:Wrongful Dismissal; Unfair Dismissal;  
Notice Pay; Mitigation

In this case, the Claimant was found to have been both unfairly and wrongfully dismissed by the Respondent. Following the judgment, the Tribunal was tasked with determining the appropriate compensation. The Claimant at the point of termination had 10-11 years of continuous service and as such was entitled to a 10 week notice period under the Employment (Jersey) Law 2003. The Tribunal also considered the issue of holiday pay, mitigation of loss, and whether to reduce the compensation due to the Claimant's conduct prior to dismissal.

Key findings:

**Wrongful Dismissal:** The Tribunal held that the Claimant was dismissed without the required 10 weeks' notice and was thus entitled to £6,764 in damages.

**Mitigation:** The Tribunal held that the Claimant had made reasonable efforts to mitigate his loss and as such no reduction in damages was to be made.

**Unfair Dismissal:** The Tribunal held that the Claimant's conduct, specifically the 'Out of Air Incident' which took place prior to the current owners of the Respondent assuming ownership of the Respondent and which had been dealt with by the previous owners of the Respondent, nevertheless justified a reduction of 30% of the Claimant's compensation for unfair dismissal.



[LINK TO FULL JUDGEMENT](#)

[OUR ANALYSIS REPORT](#)



## Martins v Tutela Jersey Limited [2023] TRE 72

KEY WORDS: Strike Out; Case Management

The employment tribunal has been managing a long-standing case (Case Number 72/23), with proceedings stretching over more than a year. Initially, the Claimant lodged her claim in April 2023, but the process has faced continuous delays due to both parties' non-compliance with tribunal orders, which culminated in significant decisions during an interim hearing on 29 July 2024. The overriding objective of the Employment and Discrimination Tribunal (Procedure) (Jersey) Order 2016 (the Order) has been a central focus throughout the tribunal's deliberations, ensuring the case proceeds fairly and efficiently.

[LINK TO FULL JUDGEMENT](#)

[OUR ANALYSIS REPORT](#)

## Balandiuk v NA Services Limited [2024] TRE 123

KEY WORDS: Unlawful deduction of wages; zero-hour contract; unpaid wages; damage to goods; bank holiday pay

In this recent tribunal claim, the claimant succeeded in her claims against her employer for unlawful deductions from wages and unpaid bank holiday pay. The employer's counterclaim, which included allegations of damage to company property and overpayment of wages were mostly dismissed. The tribunal ordered the employer to pay to the claimant £303.01 after offsetting a minor overpayment of wages.

[LINK TO FULL JUDGEMENT](#)

[OUR ANALYSIS REPORT](#)

## De Carvalho v Sonnic Support Solutions (Jersey) Limited [2024] TRE 46

KEY WORDS: Unfair Dismissal; Payslips; Unpaid Wages

At a recent final hearing, the Tribunal examined whether the claims had been filed within the 8-week deadline and if not, whether it was reasonably practicable for the claimant to have submitted their claim out of time. The Tribunal concluded that the effective date of termination in this case was 8 January 2024, however the claimant lodged his claim on 4 March 2024 which was one day late. The Tribunal found no exceptional circumstances to justify the delay and as such dismissed the claimant's claim. The Tribunal did however find that some of the wage deductions, were unauthorised and ordered reimbursement.

This case re-emphasises just how important it is to ensure that Tribunal proceedings are issued on time.

[LINK TO FULL JUDGEMENT](#)

[OUR ANALYSIS REPORT](#)

## Pearce and others v Offshore International Advertising Limited [2024] TRE 10,14,15,16,19

KEY WORDS: Redundancy; Unpaid wages; Notice pay; Liquidation

Five ex-employees successfully claimed unpaid wages, notice pay, holiday pay and redundancy payments after their employer (a Guernsey incorporated company) ceased trading in October 2023. The Employment Tribunal awarded more than £57,000 in total, despite the former employer's liquidation and absence from the proceedings.

[LINK TO FULL JUDGEMENT](#)

[OUR ANALYSIS REPORT](#)

## Ward v Topsy Brewing Company and others [2024] TRE 41

KEY WORDS: Direct Discrimination; Constructive Unfair Dismissal; Pay Slips; Harassment;  
Written terms of employment

The Claimant was employed by the First Defendant from October 2023 to January 2024. The Claimant filed a claim on 27th February 2024 alleging:

- discrimination against all three of the defendants.
- constructive unfair dismissal, late provision of pay slips, unpaid wages, and a delay in providing written terms of employment against the First Defendant

At a final hearing on 19th August 2024, the Tribunal dismissed the discrimination, and unfair dismissal claims due to a lack of supporting witness statements and insufficient evidence. The Tribunal did, however, award the Claimant £304 for the late provision of pay statements and £152 for the delayed written terms of employment.

[LINK TO FULL JUDGEMENT](#)

[OUR ANALYSIS REPORT](#)

## Davies v Oxygen Therapy Centre Hdot (Jersey) Limited [2024] TRE 11

KEY WORDS: Unfair Dismissal; Payslips; Unpaid Wages

The claimant was employed by the respondent charity as a Development Manager from March 2022 to December 2023. The claimant resigned following the respondent's failure to pay their December wages. The claimant initiated a claim for constructive unfair dismissal and wrongful dismissal, asserting that the respondent's failure to pay their wages and its ongoing financial difficulties left them with no choice but to resign. The Tribunal ruled in the claimant's favour, finding that the non-payment of wages constitutes a repudiatory breach of contract, thus justifying the resignation. The claimant was awarded £1,705.00 in total.

[LINK TO FULL JUDGEMENT](#)

[OUR ANALYSIS REPORT](#)

## McGurty v GMK Construction [2023] TRE 65

KEY WORDS: Unfair Dismissal; Discrimination; Parental Leave

The Tribunal primarily considered whether an employee was unfairly dismissed by their employer following the employee liking a post on Facebook by their pregnant partner asking for advice on how a person could claim parental leave.

The Tribunal held that the employee was unfairly dismissed, and that the act of dismissal amount to an act of discrimination. The Tribunal held that the dismissal was deemed to have been motivated by the employer's concern about having to pay the employee parental leave.

The Tribunal awarded the employee £2,322 as compensation for unfair dismissal and £1,000 for hurt and distress from the act of discrimination.

[LINK TO FULL JUDGEMENT](#)

[OUR ANALYSIS REPORT](#)



## McIntosh v DB Malorey Limited [2024] TRE 29

KEY WORDS: Direct Discrimination; Constructive Unfair Dismissal; Pay Slips; Harassment; Written terms of employment

A further tribunal judgment emphasising the importance of ensuring that the express terms of a contract of employment permits the employer to conduct certain actions. In this case, among the various claims, included a claim concerning unauthorised deductions from wages, specifically a parking fine. The contract of employment provided no mechanism to permit the employer to make deductions from wages for parking fines.

It also emphasises that an employee's holiday allowance cannot be automatically reduced because they are on sick leave, even if their sick leave would have been unpaid.

The case also analysed to what extent the failure to pay an employee for one hour's worth of work could constitute a breach so serious as to justify the employee resigning. Whilst acknowledging that, a failure to pay wages is considered to go to the heart of the contract, the Tribunal concluded that in this case such conduct did not demonstrate an intention on the employer that it no longer wanted to be bound by the terms of the contract.

[LINK TO FULL JUDGEMENT](#)

[OUR ANALYSIS REPORT](#)

## Ports of Jersey Limited v Prospect [2024] TRE 110

KEY WORDS: Collective Disputes; Unions; Contractual Interpretation

This case centred on what collective agreement governed the terms of a collective dispute between the parties concerning a pension dispute.

The Tribunal held that a collective agreement entered into between the parties in 2015 expressly superseded the terms of an earlier agreement.

This reiterates the importance ensuring parties are clear as to what contractual agreements are binding on them.

[LINK TO FULL JUDGEMENT](#)

[OUR ANALYSIS REPORT](#)

## Wynne v Raven Security Services Limited and Nuno Abreu [2024] TRE 143

KEY WORDS: Discrimination; Harassment; CCTV; intoxication

Michael Wynne (the Claimant), a local church director, filed a discrimination claim against Nuno Abreu (Mr Abreu), a door security staff member at the Mary Rose Bar, alleging homophobic harassment on 14 April 2024. The Claimant alleged that Mr Abreu used derogatory language (“you’re too much of a queen” and “go home queen”) when refusing him entry to the bar, based on his sexual orientation. After a detailed investigation and hearings, the Tribunal found the Claimant’s recollection of the incident unreliable due to intoxication, lack of corroboration evidence, and inconsistent testimonies. The CCTV footage (which had not been preserved but had been viewed by the director of Raven Security Services) allegedly did not support the Claimant’s claims. Consequently, the Tribunal dismissed the claim in its entirety.

[LINK TO FULL JUDGEMENT](#)

[OUR ANALYSIS REPORT](#)



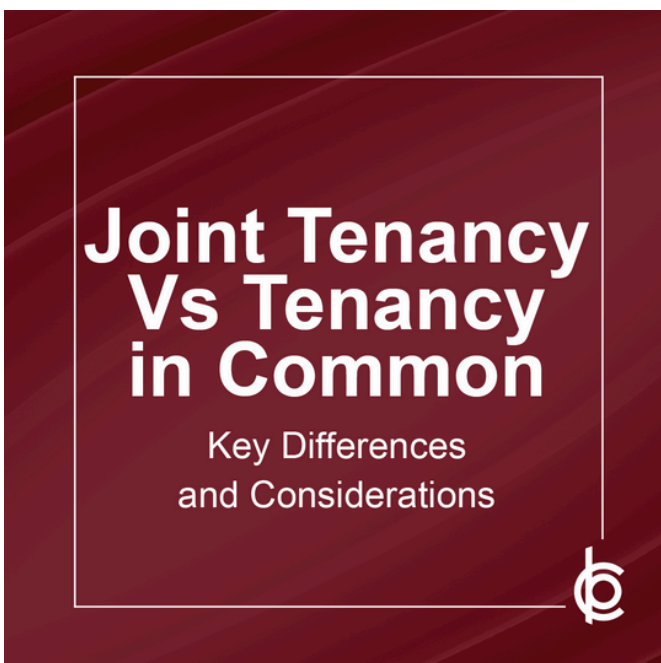
## ARTICLES OF INTEREST

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### Protecting your property rights: The importance of Equity and Post-nuptial agreements

Purchasing property is a significant financial commitment, especially when done with a partner. Whether you're an unmarried couple or a married couple making unequal financial contributions, protecting your investment is crucial. Equity agreements and post-nuptial agreements are vital tools to safeguard the interests of the party making the larger financial contribution.

[OUR ARTICLE](#)



### Joint Tenancy Vs Tenancy in Common: Key Differences and Considerations

When purchasing property with another person, one of the most important decisions you'll make is how to hold ownership. Joint Tenancy and Tenancy in Common both come with its own set of advantages and disadvantages, which can greatly impact your estate planning and the future of your assets.

[OUR ARTICLE](#)





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# BCR LAW REPORT Q4

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October - December 2024

## ABOUT THE AUTHOR



### ASHLEY QUENAULT

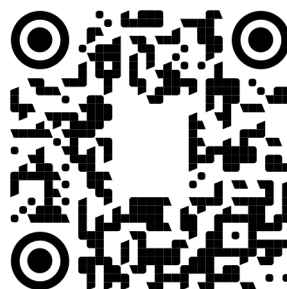
Ashley joined BCR Law in January 2019 and qualified as an Advocate with the firm in 2023.

Ashley specialises in Business Law, including matters relating to Employment Law, dealing with a broad range of both contentious and non-contentious matters focused on serving the local business community.

Ashley's particular areas of expertise include Construction, where he has a background of industry experience, employment, where he has significant experience in advising both employers and employees, and trust matters.

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