

# Brexit

## Key issues for Construction

1 February 2020

### Background

On 31 January 2020, at midnight CET, 11pm London time (**exit day**), the UK ceased to be a member state of the EU, and the European Communities Act 1972 – the statutory basis for giving effect to EU law in the UK – was repealed. This is a profound change, but its immediate impact on UK law and regulation is limited in two important ways.

- Under the UK-EU agreement on the UK's withdrawal from the EU (the **Withdrawal Agreement**), virtually the whole of EU law remains "applicable to and in the UK" from exit day until at least 31 December 2020. The Withdrawal Agreement calls this the "transition period". Here, we call it the "**implementation period**", following terminology used in the European Union (**Withdrawal Agreement**) Act 2020 (the **2020 Act**). The 2020 Act implements the Withdrawal Agreement into UK domestic law.
- Under the European Union (Withdrawal) Act 2018 (the **2018 Act**), all the EU law that applies in and to the UK immediately before the end of the implementation period (a substantial proportion of all UK regulation) will continue in force as UK domestic law (with some modifications) unless and until it is replaced or amended by new UK legislation. Under powers contained in the 2018 Act, the UK government has already issued a large number of statutory instruments to amend that "on-shored" body of law, and make it fit for purpose as domestic UK legislation in a post-Brexit environment. These statutory instruments are due to come into force at the end of the implementation period.

The Withdrawal Agreement provides for the implementation period to end on 31 December 2020, unless the UK and EU agree, by 1 July 2020, that it should be extended for a further one or two years. The UK government has indicated that it does not wish to seek such an extension, and the 2020 Act states that the implementation period ends on 31 December 2020.

The implementation period gives the UK and EU a time-limited opportunity to negotiate, against a stable background, the terms of their future relations in respect of trade and the other areas that are currently regulated by EU law. At the end of the implementation period, any given area of UK-EU relations either will or will not be regulated by a new UK-EU agreement (a **future relationship agreement**).

When the Withdrawal Agreement was being negotiated, "deal or no deal" was used to refer to the fact that, at the point when the UK ceased to be an EU member state:

- there would either be no agreement on the terms of the UK's withdrawal (and so effectively a legal vacuum in UK-EU relations); or
- the UK would enter a transition period in which, for the duration of that period, the status quo would be largely preserved.

At the end of the implementation period, it is possible that the UK and EU will have reached agreement on all the aspects of their future relations that will be governed by bilateral agreements, or none of them, but it is also quite likely that they will have reached agreement on some, but not on others – so that the "deal or no deal" question can only be

answered for each individual topic or sector. Indeed, in some areas, it may take time before it is clear whether the UK and EU will seek to reach a bilateral agreement at all, rather than, for example, simply relying on the provisions of existing multilateral instruments like the World Trade Organisation Rules (WTO rules).

It will therefore necessarily take time for clarity on any possible "deal" outcomes to emerge. The shape of "no deal" outcomes is more predictable, but here too there is some uncertainty, since an agreement reached in one area may have effects that spill over into areas that are not explicitly addressed by it.

## **The effect of the UK's exit from the EU on UK law**

### **UK law to retain EU law at the end of the implementation period**

After exit day, the UK will have no further part in EU law and policy-making.

EU law in force in the UK at the end of the implementation period will be retained in UK law under the 2018 Act. Effectively, the UK will take a snapshot of EU law on the last day of the implementation period and absorb it into UK law. Most EU law will then apply in the UK in its new form as domestic UK law ("retained EU law" or EU-based UK law). To ensure this transition process under the 2018 Act is smooth, the government has been issuing secondary legislation to deal with any deficiencies in the retained EU law (such as references to EU structures or cooperation, which will become inapplicable from the end of the implementation period) as well as explanatory memoranda and technical notices to help businesses prepare. The 2020 Act provides for the secondary legislation to become operative at the end of the implementation period.

### **Regulatory changes?**

UK construction businesses are subject to a diverse and substantial body of EU law (such as the Construction Products Regulation, The Construction (Design and Management) Regulations (CDMR) and the Energy Performance of Buildings Directive and a wide range of building and health and safety regulations). From a practical point of view, the substance of most of those laws will not change at the end of the implementation period – at least not immediately.

From the end of the implementation period, changes to retained EU law will require the UK Parliament to make changes in UK law using the normal parliamentary process. Parliament could then start to make some (possibly significant) changes to UK law to tailor the laws to UK requirements. The extent of such changes – and which laws might be affected – cannot yet be predicted. For example, robust health and safety laws will still be needed after the transition period ends. There is, therefore, little prospect of regulations affecting construction (such as the CDMR) being repealed in the short term.

## **Preparation for no trade deal at the end of the implementation period**

In August 2019, the government set out its "reasonable worst case planning assumptions" based on the UK leaving the EU without a deal. **Operation Yellowhammer** set out a stark picture of the potential disruption for UK trade. While the Withdrawal Agreement has given UK commerce a temporary reprieve, no trade deal on some or all aspects relating to construction is still a possibility at the end of the implementation period.

The complexity of UK supply chains in the construction industry means that all those involved in construction projects – from clients to contractors and professionals, to suppliers and individual workers – should be reviewing the commercial risks, monitoring the ongoing UK/EU trade negotiations and preparing for possible disruption. Risk assessments will vary from business to business depending on factors such as the nature and location of the business, where the supply chain operates, the types of projects involved, contracts used and the nationality of employees. Risks include labour shortages due to a reduction in EU staff with access to the UK labour market; border issues due to new regulations and bureaucracy; price increases due to new tariffs; and a range of contractual disputes, for example, arising from claims for project delays caused by Brexit.

## **Key issues to monitor during the trade negotiations**

### **The legal framework of the implementation period**

The implementation period started at 11pm on 31 January 2020 and will end (unless an extension is agreed before 1 July 2020) on 31 December 2020. (You can read the government's guidance explaining the implementation period here: <https://www.gov.uk/transition>.)

During this period, the UK will no longer be represented in the EU's various institutions, agencies, bodies and offices but EU law will still apply. The EU and UK will negotiate on a new future relationship based on the Political Declaration they agreed in October 2019. The formal negotiations will only begin once the EU General Affairs Council has

mandated the Commission's negotiating directives. The structure of the negotiations will also need to be agreed between the UK and the EU.

### **The challenge ahead**

The negotiations will be complex, political and handled in the tightest of timescales. Their outcome is hard to predict. The challenges facing the UK and EU in reaching agreement should not be underestimated. Nor should the challenge of implementing any consequent changes in what could be unprecedented – and uncomfortably short – lead-in periods. Remember, new trade agreements are normally phased in over several years. UK businesses might only have weeks to get used to new tariffs and procedures. The resulting pressure to help businesses adapt might well persuade the government to request an extension of the implementation period – but, for now, the government's position is that they will make no such request. Businesses can expect further government guidance to follow, including a new communication campaign to encourage businesses to get ready for Brexit.

### **Essential action: carry out risk analyses and monitor the trade negotiations**

Lack of certainty in key areas like immigration and customs rules is bound to make businesses nervous about what to expect after the implementation period. No trade deal with the EU or no agreement on individual aspects of the future relationship could still lead to substantial disruption as highlighted in the Yellowhammer report and could mean the introduction of tariffs and regulatory barriers. Businesses should, therefore, throughout the implementation period:

- prepare for the possibility of no deal at the end of the implementation period;
- monitor the government's trade negotiations;
- as and when UK/EU deals are done, analyse without delay what it means for day-to-day business operations and agree internal processes to implement the new rules;
- maintain open lines of communication with supply chains to minimise the prospect of disruption; and
- stay flexible and maintain a state of readiness.

Like other sectors, construction businesses are subject to industry-specific regulations (like the building regulations) as well as a wide range of regulations relating to general business operations (like customs rules and tariffs). From employing staff to your business location, from importing goods to paying tax, the trade negotiations could affect many aspects of commercial enterprise. Those who do not identify and address potential changes in these areas risk extra costs, delays, disputes and losing current business and business opportunities.

Here are the key areas to monitor for change during the implementation period – i.e. those areas where no deal could cause disruption.

### **Customs and border control**

- No deal would mean the UK loses the benefit of free movement of goods within the EU immediately after the implementation period. The WTO rules would cover UK trade but not fully. The UK would not be able to negotiate deals on tariffs unless the same deal was offered to all WTO members. The WTO also does not give protection on compliance with EU regulations when trading with EU members. No deal would therefore mean substantial disruption.

### **Regulations affecting goods and services**

- Were UK laws to diverge from EU regulations in the future, UK trade with EU member states could be affected: EU traders might insist that UK products comply with then current EU regulations. UK divergence from EU regulations could also reduce the UK's influence on international standards and decision-making. If the UK does not retain harmonisation of standards, levels of trade both within and outside the EU will be affected and costs and bureaucracy will increase.
- The Chancellor, Sajid Javid, has indicated that the UK will no longer be "aligned" with EU rules. However, there is no indication to date of which rules might be changed. It is also unclear what is meant by "alignment". UK businesses wanting to export goods to the EU will have to meet EU regulations – or lose the sale. The UK's departure from the EU single market and the customs union and the creation of a hard border will mean that British goods will be checked for compliance with EU regulations and for confirmation that they were created in the UK (the "rules of origin" check) and might be subject to tax and excise duty. This will create "friction" at the border: without a trade deal, the end of the implementation period will see the end of frictionless UK/EU trade. Cooperation and compromise in the trade negotiations will be needed to ensure smooth processes – but any move by the UK to diverge from EU rules and laws will jeopardise a compromise.

- Longer term, after the implementation period (regardless of what is agreed), and given the potential for problems arising from future divergence between UK and EU law, the UK government and businesses will need to keep up to date with changes to EU law from the end of the implementation period. To support this exercise, records of changes will be kept and monitored by the National Archives' in the [EU Exit Web Archive](#) and the [Legislation originating from the EU](#).

*(Note, to counter possible divergence, the Institution of Civil Engineers (ICE) recommended in April 2017 that the UK seek to remain a member of the European Standards Organisations (CEN) and European Committee for Electrotechnical Standardisation (CENELEC) and that the government maintain the current regulatory approach. (See the ICE's "[Brexit Infrastructure Group – codes and standards briefing](#)".))*

## The environment

- [The Environment Bill 2019-2020](#) was published on 30 January 2020 and is designed to give continuing effect in UK domestic law to the key general principles of EU environmental law (developed as much in case law as in legislation). The Bill's aims are summarised in the government press release: [Environment Bill sets out vision for a greener future](#). The bill proposes a new regulatory body that could exercise a monitoring and scrutiny role over government that is not dissimilar to that of the European Commission in the environmental field. When the draft bill was published in 2019, Environment Secretary, Theresa Villiers, said "crucially ... [the bill] ensures that, after Brexit, environmental ambition and accountability are placed more clearly than ever before at the heart of government, both now and in the future".

## Health and safety

- Businesses' obligations to protect the health and safety of people affected by their work will not change during or after the implementation period. The Health and Safety Executive has prepared guidance to help businesses prepare in the event of no deal, which can be found here: <https://www.hse.gov.uk/brexit/index.htm>. This web page collates information on the changes made to legislation to ensure, for example, that the regulation of chemicals continues if the UK leaves the EU without a deal.

## Employment law

- Initially, employment laws will remain broadly the same whether there is a deal or no deal. After the implementation period expires, we might, over time, expect changes to EU laws such as those on working time regulations, disability and discrimination. The extent of such changes – and which laws might be affected – is unpredictable. However, the government is unlikely to substantially amend legislation protecting workers' rights – at least not in the short term.

## Labour supply

- Labour shortages are a key issue for the construction industry and are expected to worsen after the implementation period.
- EU nationals and their family members already resident in the UK need to apply for new residence documentation under the [EU Settlement Scheme](#) to remain in the UK after the end of the implementation period. The new settled status is a digital status, managed via a personal portal on gov.uk. For many EU nationals, applying via the EU Settlement Scheme will be a straightforward matter but individual's particular circumstances might mean the process is more complex. Employers keen to protect their labour supply would be prudent to offer support to their staff.
- UK citizens currently living in one of the 27 EU countries will retain residency rights in the country in which they reside but will not be able to travel freely in the other 26 countries. From January 2021, EU citizens wanting to work in the UK will need visas/work permits.
- The government plans to end free movement to the UK as soon as possible after the end of the implementation period. The new system will not come into effect until 1 January 2021 and interim measures will be implemented for EU nationals arriving in the UK after the implementation period.
- The government's immigration white paper of 19 December 2018 proposed various changes to the UK immigration system on which The Migration Advisory Committee (MAC) has now reported: [The Migration Advisory Committee \(MAC\) report: points-based system and salary thresholds](#). The MAC makes various recommendations including in relation to the Australian-style points system, Global Talent visas and the proposed £30,000 minimum wage cap on foreign workers. On the latter, the MAC recommends that the threshold for UK job offers be reduced to £25,600. (Note London Mayor, Sadiq Khan, recommended £21,000 back in July 2019: see the GLA Economics



report, July 2019: [Potential impacts of immigration policies based on skills and salary thresholds in London.](#)) The MAC identifies the construction industry as one element of the economy that would struggle to recruit with an immigration system that admits higher skilled migrants: the current proposed thresholds are too low for many of the construction workers needed by UK businesses.

- While the government is addressing training provision to deal with current and future skills shortages, construction businesses should assess their short- and long-term training needs and consider expanding their training plans to reskill current employees as appropriate or train their future workforce.

## Procurement

- The framework and principles underlying the UK's procurement regime will continue broadly unchanged throughout the implementation period to ensure the public procurement market's continued functioning.
- In the event of no deal on procurement at the end of the implementation period, secondary legislation will come into effect to amend the on-shored procurement regulations to fix deficiencies arising from the UK's exit. From 1 January 2021, contracting authorities must publish public procurement notices to a new UK e-notification service, the Find a Tender Service (FTS), for contract opportunities that would have been published on OJEU/TED. (See [the Public Procurement \(Amendment etc.\) \(EU Exit\) Regulations 2019](#) which will come into force at the end of the implementation period.) Further detail can be found in the Cabinet Office's published guidance: [Public-sector procurement after a no-deal Brexit](#) (updated 4 September 2019) and on the [European Commission website on preparedness notices](#).
- In the revised Political Declaration, the UK notes its intention to accede to the WTO agreement on government procurement. The Political Declaration confirms that the EU and UK "should provide for mutual opportunities in the Parties' respective public procurement markets beyond their commitments under the GPA in areas of mutual interest, without prejudice to their domestic rules to protect their essential security interests. The Parties should also commit to standards based on those of the GPA ensuring transparency of market opportunities, public procurement rules, procedures and practices."
- At the end of the implementation period, the UK will have to re-join the Government Procurement Agreement (GPA) as an independent member (which it committed to do under the Political Declaration). The government's statutory powers to change UK domestic legislation to implement the UK's obligations under the GPA will be derived from the Trade Bill which is currently progressing through Parliament. (See [Bidding for overseas contracts during the transition period](#), 29 January 2020.)

## The economy, tax and financing issues

- Fluctuations in the value of sterling during and after the implementation period will affect the pricing of EU goods and services and, potentially, project costs. An increased demand for working capital (e.g. to finance stockpiles of imported goods to safeguard supplies and project deadlines), mothballed projects and increased material and labour costs will have led many businesses to put their investment and recruitment plans on hold.
- After the end of the implementation period, the UK will no longer be a member of the European Investment Bank (EIB). While the UK confirmed in the Political Declaration its intention to explore options for a future relationship with the EIB, without a deal at the end of the implementation period, the UK will have "third country" status and no longer be eligible for loans at competitive interest rates. Those with current funding arrangements through the EIB should read HM Treasury's guidance [European Investment Bank Group financing if there's no Brexit deal](#).
- A reduction in availability of long-term, affordable loans could delay or scupper some major projects. The EU Financial Affairs Sub-Committee published a [follow-up letter](#) to its report on [Brexit: the European Investment Bank](#) on 23 January 2020, restating the report's conclusions and recommendations and calling on the government to negotiate a future relationship with the EIB and to consider establishing a UK infrastructure bank after the end of the implementation period. (This has also been recommended by the ICE: see the ICE policy paper [Brexit and infrastructure interconnectivity](#).)
- HMRC has written a [letter to VAT-registered traders in Great Britain about leaving the EU - January 2020](#) confirming that the EU rules for VAT, customs and excise will remain applicable and the same until the end of the implementation period. Changes will be effected after the implementation period and businesses are advised to get a UK Economic Operator Registration and Identification (EORI) number to facilitate their dealings with customs, keep up to date (businesses can sign up for help and support emails from HMRC [here](#)) and decide on how to make customs declarations. (See, for example: [www.gov.uk/guidance/appoint-someone-to-deal-with-customs-on-your-behalf](#).)

## Data protection

- Following exit day, there will be no immediate change to the UK's data protection standards during the implementation period. Businesses that already comply with the General Data Protection Regulation (GDPR) will still need to take action if they receive personal data from the EEA. GDPR will be on-shored into UK law at the end of the implementation period and the Information Commissioner will remain the UK's independent supervisory authority on data protection. The European Commission has expressed the aim to have an agreement in place by 1 January 2021 and has published slides summarising its [internal EU27 preparatory discussions on the future EU-UK relationship on personal data protection \(adequacy decisions\)](#); cooperation and equivalence in financial services (10 January 2020).
- In the event of no deal on data protection, see [the government's advice on no deal and the ICO's advice on no deal, Data protection and no-deal Brexit for small businesses and organisations](#) and check the ICO website to see the actions organisations need to take to prepare for Brexit. Or call the ICO helpline on 0303 123 1113.

## Are construction contracts Brexit-proof?

Changes effected from exit day or at the end of the implementation period and disruption that occurs because of those changes could throw an uncomfortable spotlight on commercial relationships and their contractual frameworks. Disputes can be expected on whether Brexit-related events or legal changes trigger rights or obligations under current construction contracts.

Common construction contract terms might not adequately cover such disruption or legal changes. For example, project delay caused by insufficient labour on site or materials being stuck at customs might not necessarily lead to an extension of time entitlement. Issues about who bears responsibility for the resulting costs mean disputes are more likely. Whether you are in the middle of a project or about to sign up to a new project, consider the following issues.

### Allocation – or reallocation of risk

The appropriate allocation of risk is a fundamental priority for those drafting construction contracts – whether domestic or cross-border. Parties seek to negotiate a fair and appropriate balance by placing the risk (of unforeseen site conditions, delay, the weather etc.) with the party most able to both control and manage it – and to bear the consequences of the risk being realised (for example, via insurance cover). The UK's exit from the EU introduces new risks which could shift that balance in both domestic and cross-border contracts.

### Current contracts

The approach to "Brexit-proofing" current contracts will vary depending on the project, parties and specific contract terms. Businesses should be reviewing their obligations under existing contracts as part of a broader commercial risk analysis to prepare for a possible no deal at the end of the implementation period. Pay particular attention to who bears the risk under the contract if the project is affected by Brexit-related issues such as new tariffs (leading to price increases), delays due to new customs arrangements and reduced labour supply. Businesses should collaborate with their supply chains to ensure they have done the same – focusing particularly on those supply contracts that cover the import of goods and labour which are critical for the project.

It is in all parties' interests to engage proactively in this risk analysis/contract review process. However, in an industry historically known more for its disputes, collaboration with contractual partners might be easier said than done. (See "Handling disputes" below.)

### New contracts

Parties to new contracts should review contract terms to ensure they have adapted their rights and obligations to cover potential liabilities arising from Brexit-related events. Brexit-related risks should be considered and negotiated to ensure they are manageable. Some parties are trying to include "Brexit clauses" in their contracts – i.e. a right to terminate or renegotiate in certain Brexit-related circumstances – to cover themselves against a wide range of risks. However, to stand any chance of agreement, such clauses must deal with specific, well-defined risks. Widely drafted clauses are likely to be unenforceable.

When negotiating new contracts, rights and obligations affected by Brexit will vary from project to project depending on several factors, including whether the project has a cross-border element (and remember that even domestic projects might be heavily reliant on cross-border supply contracts further down the supply chain). Specific clauses that

might require attention include those dealing with: pricing provisions; interpretation provisions<sup>1</sup>; governing law; choice of court; change in law; fluctuations; termination; force majeure and material adverse change; dispute resolution provisions which deal with service of proceedings and enforcement of judgments; intellectual property and data protection.

Attention should also be given to dispute resolution clauses. Those negotiating new contracts with cross-border elements should review their approach to ensure that their dispute resolution choices still offer the most appropriate procedures for the project after the implementation period. The UK as a venue for international dispute resolution will retain its major advantages (such as the strength and independence of its judiciary, certainty and commercial focus of English law, the flexibility of the common law system and respect for a commercial bargain) and English law will retain its appeal as the parties' choice of law. However, no deal could lead to issues in conducting cross-border proceedings and enforcing UK judgments in EU member states.

In some cases, parties entering construction contracts might consider providing for dispute resolution by arbitration on the basis that the enforcement of arbitration awards is covered by the New York Convention which will be unaffected after Brexit. Suggesting arbitration after a dispute has arisen is worth a go, but could be less easy to agree.

## Handling disputes

### Commercial considerations

The Withdrawal Agreement sets out transitional provisions on the matters of applicable law, jurisdiction and enforcement of judgments, and service and taking of evidence. These rules will continue to apply in the UK during the implementation period.

In the event of no future relationship agreement on these issues by the end of the implementation period, existing EU rules based on reciprocity would be repealed; the UK would revert to existing domestic common law and statutory rules applicable to cases involving non-EU countries; the UK would retain Rome I and Rome II on applicable law in contractual and non-contractual matters (they do not rely on EU reciprocity); and the UK would formally re-join the Hague Convention on Choice of Court Agreements 2005. The net effect is that it will take more time and become more expensive to start cross-border proceedings and to enforce judgments after the implementation period. (See the government guidance [Handling civil legal cases that involve EU countries if there's no Brexit deal](#), September 2018.)

Changes to the Civil Procedure Rules (CPR) will also be necessary including the rules relating to service of proceedings and enforcement of judgments in different jurisdictions. These changes are set out in the [107th Update – Practice Direction amendments](#) and will come into force after the implementation period alongside the [Civil Procedure Rules 1998 \(Amendment\) \(EU Exit\) Regulations 2019 \(SI 2019/521\)](#) (which will enable EU law retained in the UK to operate efficiently).

While cases arising from Brexit have, to date, largely involved matters of constitutional and national significance, the scope for individual commercial disputes will increase significantly after the implementation period. Claims are likely to involve legal arguments on contract interpretation such as whether Brexit or a Brexit-related event can frustrate a contract. The courts have already rejected a claim that contractual obligations under a 25-year lease were frustrated by Brexit (see *Canary Wharf (BP4) T1 Ltd v. European Medicines Agency* [2019] EWHC 335 (Ch)).

Those currently involved in or anticipating cross-border litigation should seek legal advice on whether/how the expected Brexit-related changes will affect the way they handle their dispute. Parties should also undertake a review of their contract obligations and, where possible, renegotiate to ensure that future liabilities arising out of Brexit are covered. (See "Are construction contracts Brexit-proof" above.)

### National considerations

A number of issues arising from the UK's Article 50 notice to exit the EU have already been heard by both the UK courts and the European Union Court of Justice relating to, for example, the triggering and extension of the Article 50 notice, EU member states' execution of European Arrest Warrants issued by the UK and the legality of the Prime

---

<sup>1</sup> (\*Note: a key purpose of the 2018 Act is to transfer (or "on-shore") EU legislation into UK domestic law smoothly. The 2018 Act provides that references to EU legislation in legal instruments and documents are treated as referring to the newly on-shored legislation frozen at the end of the implementation period and as subsequently amended by UK law. Current thinking is that the 2018 Act does not apply to private contracts governed by English law. Therefore, to the limited extent that construction contracts might contain references to EU legislation, parties should examine interpretation clauses to check they are wide enough to cover newly on-shored legislation after the implementation period.)

Minister's decision to prorogue (suspend) Parliament. A report issued on [Brexit questions in national and EU courts](#) (1 November 2019) warns that the number of cases to come before the UK and EU courts will only increase.

## Potential day-to-day business issues in the event of a no-deal Brexit

No trade deal at the end of the implementation period could also pose the following practical problems for construction businesses:

- cross-border business operations and European specific corporate entities would be affected. See the government guidance [Structuring your business if there's a no-deal Brexit](#) which sets out the changes effective from the end of the implementation period;
- energy supplies to the UK might be at risk without forward planning;
- EU funding will cease. See [The UK government's guarantee for EU-funded programmes if there's no Brexit deal](#), updated on 23 October 2019. (Note that an end to EU funding of the education and research sectors could affect the availability of training for construction's future workforce. See also [European Regional Development Funding \(ERDF\) after Brexit](#) (21 October 2019) on how organisations receiving European Regional Development Fund grants will be affected after Brexit. BEIS has published guidance on [Horizon 2020 funding](#) to help stakeholders prepare for a no-deal Brexit (updated on 4 October 2019));
- longer-term employment rights and protections might be eroded. (See the Institute for Public Policy Research report on post-Brexit employment rights [A Level Playing Field for Workers](#) which explains how to achieve a level playing field for employment protections);
- the UK banking system (or parts thereof) could be affected. Note, however, the [Bank of England's Financial Policy and Summary and Record – March 2019](#) which contains the Bank's Brexit checklist of action in preparation for Brexit;
- local government administration, including procurement processes, could be affected. See the Local Government Association's [Brexit advice hub for local government](#) (access restricted to LGA members and employer Link subscribers), the Local Government Association's [Brexit "No Deal" briefing for councils](#) and, generally, <https://www.local.gov.uk/topics/brexit>; and/or
- while the current rules on air services from the EU to the UK will continue to apply during implementation period, air travel might be disrupted if no additional/replacement rules are agreed.

## Key contacts

Contact one of our team for more information on our Brexit-related services. We can help you by offering advice and support on: the commercial risks posed by the UK leaving the EU; the specific risks to your business (for example, the pros and cons of renegotiating contracts, how to minimise the risk of disputes or the application of the new immigration rules); the implications of Brexit on your workforce, the UK real estate market or the UK energy sector; the terms of current contracts to identify short- or long-term risks to your business operations; and negotiating the terms of future contracts to best protect your business interests.

### Akin Akinbode

Partner

D +44 20 7320 3934

M +44 7585 654 482

[akin.akinbode@dentons.com](mailto:akin.akinbode@dentons.com)



### Gurbinder Grewal

Partner

D +44 20 7320 3936

M +44 7585 965483

[gurbinder.grewal@dentons.com](mailto:gurbinder.grewal@dentons.com)



### Mark Macaulay

Partner

D +44 33 0222 1849

[mark.macaulay@dentons.com](mailto:mark.macaulay@dentons.com)



### Jane Miles

Partner

D +44 20 7320 3918

M +44 7825 060287

[jane.miles@dentons.com](mailto:jane.miles@dentons.com)





**Kirsti Olson**

Partner

D +44 33 0222 1922

[kirsti.olson@dentons.com](mailto:kirsti.olson@dentons.com)

**Esther McDermott**

Partner

D +44 20 7320 3938

M +44 7733 307347

[esther.mcdermott@dentons.com](mailto:esther.mcdermott@dentons.com)

**Tracey Summerell**

Managing Practice Development Lawyer

D +44 20 7320 6523

[tracey.summerell@dentons.com](mailto:tracey.summerell@dentons.com)



1 February 2020