



THE
LAW GROUP
INCLUSIVE LEGAL SERVICES

client guide series **2026**

Twelve plain-English guides to the questions our clients ask us most, from wills and tax to buying a home, running a company, paying for care, planning across the border, protecting your ideas, rights of way, divorce, family finances, children, and employment law for employers and employees.

1	Succession, tax and wills: some guidance	Inheritance tax, farms and businesses, trusts, wills and EPAs
2	Your company: set up, run and protect it	Formation, shareholders, directors, tax and groups
3	Buying your home in Northern Ireland	Mortgages, stamp duty, surveys, title and completion
4	Nursing home costs in Northern Ireland explained	The Trust assessment, the family home and planning ahead
5	Probate and inheritance tax across the border	Northern Ireland and the Republic compared
6	Protecting your ideas: intellectual property explained	Copyright, designs, patents, trade marks and licensing
7	Rights of way in Northern Ireland	Lanes, roads, access, prescription and disputes
8	Divorce in Northern Ireland	Jurisdiction, grounds, procedure, money, costs and children
9	Money and property on divorce: ancillary relief	Disclosure, pensions, maintenance, businesses and settlement
10	Children and family breakdown	Residence, contact, parental responsibility, maintenance and mediation
11	Employment law for employers in Northern Ireland	Tribunal claims, compensation, discrimination and contracts
12	Employment law for employees in Northern Ireland	Your rights, claims, compensation and how to get help

The Law Group: sensible, practical, clear advice

The Law Group brings together long-established local practices to give clients a vast range of skills and experience, focused into one comprehensive legal team. With offices from Warrenpoint to Omagh and from Armagh to Dublin, we combine local knowledge with the depth of a larger firm, so every client receives a tailored solution to their legal needs.

Our member firms



Our offices

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Our specialities include

Accidents	Agriculture and farming	Alternative dispute resolution	Bankruptcy and insolvency	Business and corporate law
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Criminal injuries and criminal damage	Criminal law	Debt and money problems	Domestic violence	
Employment law and tribunals	Enforcement of judgments	Environmental law	Equality and discrimination	Family law: children
Family law: general	Housing	Immigration	Inquests and inquiries	Insurance
Libel and slander	Licensing	Mental health	Planning	Professional negligence
Wills, probate and intestacy	Notarial services	Legal aid	Trusts, tax and financial planning	

Ensuring our clients are heard

Our member firms include Lexcel-accredited practices, members of the Law Society of Northern Ireland's Home Charter Scheme, and members of the Society of Trust and Estate Practitioners. Wherever you contact us, you reach the whole group.

succession, tax and wills: some guidance



THE
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Client briefing · Autumn 2026 · inheritance tax, farms, trusts, wills and powers of attorney

Northern Ireland and Ireland

Three things have changed the ground under families in 2026. **Farm and business reliefs are now capped, pensions join the taxable estate in April 2027, and the tax-free thresholds stay frozen until 2031** while property keeps climbing. This briefing sets out, in plain terms, what that means and what you can do about it.

The allowances at a glance

Allowance or rule	Figure	What to know
Nil-rate band	£325,000	Frozen since 2009, and now until April 2031. Unused band passes to a surviving spouse.
Residence nil-rate band	£175,000	Only where a home passes to children or grandchildren. Lost by £1 for every £2 the estate exceeds £2m.
Farm and business relief at 100%	£2.5m	Per person from 6 April 2026, transferable to a spouse. Above that, relief is 50%, an effective 20% tax rate.
Spouse or civil partner	unlimited	Gifts between spouses are exempt, subject to domicile and residence rules.
Rate on death	40%	36% if 10% or more of the net estate goes to charity.
Pensions	April 2027	Most unused pension funds will count towards the estate.
Annual gift exemption	£3,000	Plus regular gifts out of surplus income, and small gifts of £250.
Irish CAT, child (Group A)	€400,000	Lifetime threshold per child. Tax at 33% above it, paid by the beneficiary.

Frozen thresholds, rising homes

A frozen allowance loses ground every year that property rises. Over the past year alone, the gap has widened sharply.

Nil-rate band

0.0% frozen since 2009

NI average house price

9.2% year to Q2 2026

Newry, Mourne and Down

11.7% year to Q1 2026

The average Northern Ireland home now costs **£202,487**. A family with a home, some land and a pension can pass £2 million sooner than they expect, and at that point the residence allowance starts to disappear.

House prices: Land and Property Services, NI House Price Index, Q1 and Q2 2026.

Couples

With both spouses' allowances, a married couple can pass up to £1 million, including the family home, and potentially £5 million or more of qualifying farm or business property, free of inheritance tax. But only if the wills are drafted to capture every allowance.

Our view

Most of the tax we see paid could have been reduced with planning done five or ten years earlier. The best time to review your will is while nothing is urgent.

Agricultural and business property relief after April 2026

Farmers and business owners still have two powerful reliefs, but since 6 April 2026 full relief applies only to the first £2.5 million of qualifying property per person. The rest gets 50% relief. How your property qualifies, and under which relief, now matters more than ever.

	Agricultural property relief (APR)	Business property relief (BPR)
What it covers	Agricultural land, farm buildings and a farmhouse of a "character appropriate" to the land	A trading business or an interest in one, including a farming business run as a trade, and unquoted trading company shares
Value relieved	Agricultural value only. Development or "hope" value is not covered	Full market value of business assets, which can include value above agricultural value
Time test	Occupied by you for farming for 2 years, or owned for 7 years if farmed by someone else	Owned for 2 years
Land let in conacre	Usually available, provided the 7-year ownership test is met	Usually not available, because letting is treated as investment rather than trading
Watch out for	The farmhouse test is strict and is often challenged by HMRC	Businesses mainly holding investments, including lettings, do not qualify. AIM shares get 50% only

Why we often look to BPR first

- Where a farm is run as a genuine trading business, BPR can relieve the full value, including the premium a site with planning potential commands.
- APR stops at agricultural value, which can be well below open market value near a town or road.
- A documented farming partnership, with accounts and the next generation involved, strengthens a BPR claim.

Five practical steps for farming families

- Obtain formal valuations that split agricultural value from open market value.
- Record who farms the land, and on what terms: in hand, partnership or conacre.
- Keep the farmhouse visibly at the heart of the farming operation.
- Review wills and who owns what, so a couple can use both allowances, up to £5 million of qualifying property.
- Consider handing over sites or land during your lifetime, with CGT holdover relief, after taking advice.

Your asset checklist

please complete and return before your meeting

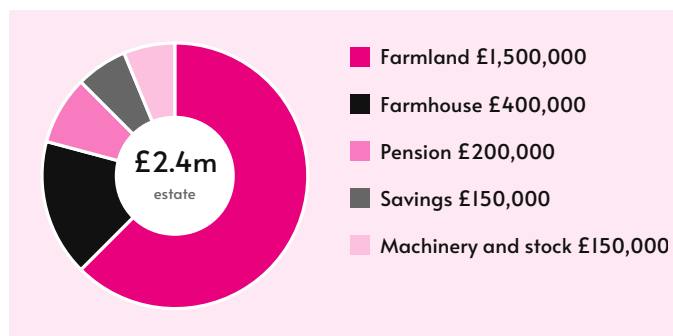
Asset	Owner you/spouse/ joint	Value £ or €	Where NI/ROI/ other
Your home			
Farmland and buildings (acres)			
Other land, sites or rentals			
Business or company shares			
Machinery, livestock, stock			
Bank, savings and investments			
Pensions (nominated? Y/N)			
Life cover (in trust? Y/N)			
Less mortgages and debts			

Name _____ Date _____

Return it to your nearest Law Group office, or email hello@thelawgroup.co.

A worked example

A farmer who never married, so has no spouse's allowances to inherit, dies after April 2027 and leaves everything to the children. The figures are illustrative and simplified.



Step	£
Farmland, farmhouse at agricultural value (£280,000), machinery	1,930,000
Less 100% APR and BPR, within the £2.5m allowance	(1,930,000)
Farmhouse value above agricultural value	120,000
Pension, now inside the estate	200,000
Savings	150,000
Less nil-rate band	(325,000)
Residence band lost, as the estate of £2.4m exceeds £2m	0
Tax at 40% on £145,000	58,000

Two things cost this family money: the pension coming into the estate, and the residence allowance being lost to the £2 million taper. Both can be planned for. Tax on farm or business property can also be paid in ten interest-free annual instalments, so land need not be sold in a hurry.

Using trusts and gifts to protect what you have built

What is a discretionary trust?

You transfer assets to trustees, who hold them for a group of beneficiaries, such as your children and grandchildren. No beneficiary owns a fixed share. The trustees decide who benefits, when and by how much, guided by a letter of wishes from you.

That flexibility is the point. Assets in a well-run discretionary trust do not belong to any one beneficiary, so they are far better protected if a child divorces, runs into debt or is not ready to manage money.

Where trusts help most

- Keeping a farm or business together for the next generation, whatever happens in their marriages.
- Providing for a vulnerable or disabled family member without affecting their benefits.
- Second marriages, where you want to provide for a spouse but protect children from an earlier relationship.
- Holding assets for young children until they are old enough.
- Using lifetime allowances now, so growth in value happens outside your estate.

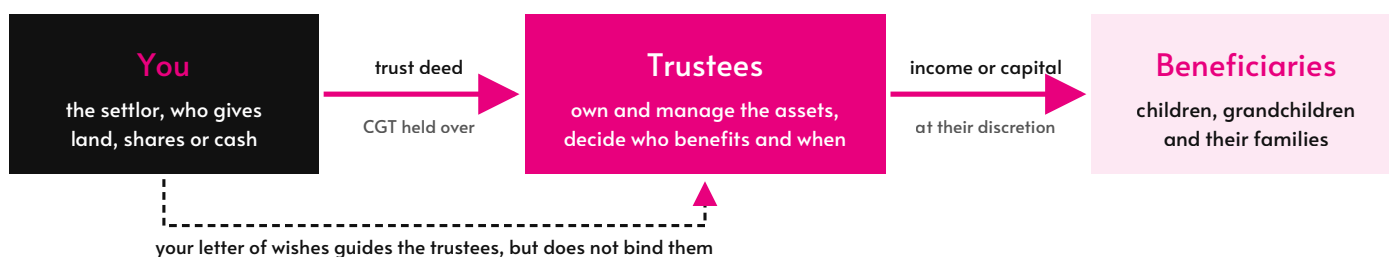
How trusts are taxed

Charge	How it works
Entry	Lifetime transfers above your available nil-rate band are taxed at 20%. Qualifying farm and business property can go in with 100% relief, within your allowance.
Ten-year charge	Up to 6% of the value above the nil-rate band every ten years.
Exit	A proportionate charge when assets leave the trust.
Relief allowance	Each trust has its own £2.5m allowance for 100% relief, refreshed every ten years.
Capital gains	Gains on gifts into a discretionary trust can usually be held over, so no CGT is paid at transfer.

Beating the freeze

Because the nil-rate band refreshes every seven years, a couple can each place £325,000 in trust now and again seven years later. Any growth in value then builds up outside both estates, however high prices climb.

How a discretionary trust fits together



Lifetime gifts and the seven-year rule

Outright gifts to individuals are free of tax if you survive seven years. If you die sooner, the gift uses up your nil-rate band first. Any tax on gifts above it reduces on a sliding scale:

Years between gift and death	Tax rate
Under 3	40%
3 to 4	32%
4 to 5	24%
5 to 6	16%
6 to 7	8%

Keep using the £3,000 annual exemption and, if your income allows, make regular gifts out of surplus income. These are exempt immediately, but only with good records.

The trade-off: capital gains tax

Assets you keep until death are revalued for CGT, so your family inherits at current value. A lifetime gift can trigger CGT now unless holdover relief applies. Give away a field today and you may save 40% inheritance tax, but pay CGT instead. This is why every gift needs figures behind it.

Northern Ireland practicalities

- Trusts must be registered with HMRC's Trust Registration Service.
- An inhibition can be registered at Land Registers of Northern Ireland to protect trust land.
- Plan who replaces the trustees, and give trustees clear powers to sell, borrow and reinvest.
- If you own property in the Republic, or your children live there, Irish CAT applies separately, and trusts can attract Irish discretionary trust tax.

Making or updating your will and enduring power of attorney in Northern Ireland

Your will

- 1** First meeting
Your family tree, your wishes, and any concerns about particular family members, farms or businesses.
- ↓
- 2** Schedule of assets
Land, home, farm, business, pensions and their nominations, insurance, savings, and anything in the Republic or abroad. Note what is jointly owned, as that may pass automatically to the survivor.
- ↓
- 3** Choose executors
Usually two, who are organised and trusted, and who will get on. Add a reserve.
- ↓
- 4** Guardians and trustees
Guardians for children under 18, and trustees to hold money for children or in a will trust.
- ↓
- 5** Tax review
Valuations, relief claims, both spouses' allowances, Irish CAT, and whether any lifetime gifts or trusts make sense now.
- ↓
- 6** Draft will and letter of wishes
Plus any trust deed. We send drafts with a plain-English note to review.
- ↓
- 7** Signing
You sign in front of two witnesses, both present at the same time. A witness, or their spouse, must not be a beneficiary, or their gift fails.

Your enduring power of attorney

- A** Choose attorneys
One or more people you trust to manage your property and finances. Decide whether they act jointly, or jointly and severally so any one can act.
- ↓
- B** Set any limits
You can restrict the power, for example over the family farm, or require accounts to be kept.
- ↓
- C** Sign the prescribed form
Made under the Enduring Powers of Attorney (NI) Order 1987. You and each attorney sign before a witness. Northern Ireland does not use the English lasting power of attorney.
- ↓
- D** Keep it safe
It can be used straight away if you wish, and continues if your capacity fails.
- ↓
- E** Registration
If you are becoming mentally incapable, your attorneys give notice to you and your relatives and register the power with the Office of Care and Protection.

Why it matters

Without an EPA, nobody, including your spouse, can automatically deal with your money or land if you lose capacity. The family then faces a controller application to the court, which is slower and costlier.

Then: store and review. We hold the originals in our strongroom. Review both documents every five years, and always after a change in your life.

Review your will when...

- You marry. In Northern Ireland, marriage revokes an existing will unless it was made with that marriage in mind.
- You separate or divorce. Divorce does not revoke a will, but gifts to a former spouse fail. Separation alone changes nothing.
- A child or grandchild is born, or a beneficiary or executor dies.
- You buy, sell or transfer land, a farm or a business.
- You move across the border, or acquire assets abroad.

Questions to bring to your meeting

- Who should run the farm or business, and who should own it?
- Should anything be held in trust rather than given outright?
- Is your home held as joint tenants, and is that still right?
- Have you updated your pension nomination forms?
- Who would you want to care for your children?
- Are there funeral wishes or gifts to charity to include?

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The law is rarely one size fits all. While the same legal principles apply, every case turns on its own facts. This guide is reviewed and updated as the law and tax rules change. This briefing is general guidance based on the law and allowances in force at Autumn 2026. It is not advice on your circumstances, and tax rules change. Please take advice before acting. Figures in the worked example are illustrative only.



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your company: set up, run and protect it



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Client briefing · Autumn 2026 · companies, shareholders, directors, tax and groups

Northern Ireland and Ireland

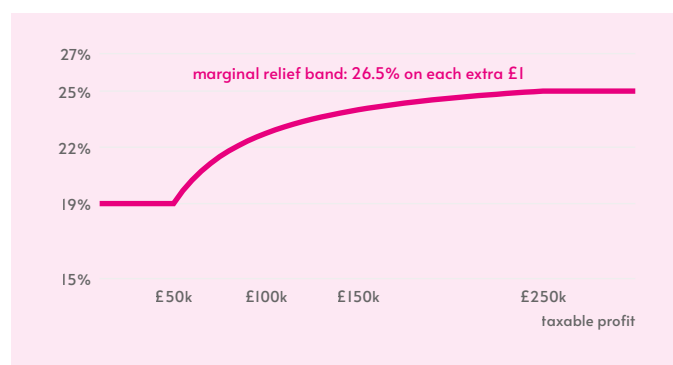
A limited company is still the best vehicle for most growing businesses, but **the rules have tightened**. Directors must now verify their identity, fees have doubled, dividend tax has risen, and accounts filing is changing. This guide explains what every company owner needs to know, from the day you incorporate to the day you sell.

Company or sole trader?

	Sole trader	Limited company
Liability	Unlimited: your home is at risk	Limited to your shares, with exceptions (page 3)
Tax on profit	Income tax up to 45% plus NIC	Corporation tax 19% to 25%, then tax on what you draw
Paperwork	Self-assessment only	Accounts, confirmation statement, registers
Privacy	Private	Directors, owners and accounts are public
Investment and sale	Hard to bring in partners	Easy to issue or sell shares
Succession	The business ends with you	Shares pass on, often with 100% BPR

Corporation tax on profits

19% on profits up to £50,000 and 25% above £250,000. In between, marginal relief means each extra pound is taxed at 26.5%, so the average rate climbs steadily.



The limits are divided between associated companies, so two companies under common control share one set of thresholds.

The numbers at a glance, 2026/27

Item	Figure	Item	Figure
Companies House incorporation, digital	£100	Dividend allowance	£500
Confirmation statement, digital	£50	Dividend tax: basic, higher, additional	10.75% · 35.75% · 39.35%
VAT registration threshold	£90,000	Tax on an overdrawn director's loan (£455)	35.75%
Irish trading rate for comparison	12.5%	Business asset disposal relief on a sale	18% on up to £1m

The Autumn Budget on 28 October 2026 may change some of these figures. We will confirm the position when we advise you.

Forming your company and agreeing the rules between owners

From idea to trading company in eight steps

1

Name

Check it is free and not too like another. Some words need approval.

2

Registered office

An address in Northern Ireland makes it an NI company, with an "NI" number. You also need a registered email.

3

Directors

At least one, aged 16 or over. Each must verify their identity with Companies House before appointment.

4

Shares

Who owns what, and whether different classes of shares are needed for dividends or voting.

5

Control

Record anyone with more than 25% of shares or votes as a person with significant control. They must verify their identity too.

6

Articles

The model articles, or bespoke articles tailored to your owners.

7

Incorporate

File with Companies House. Registration usually takes about 24 hours.

8

After incorporation

Register for corporation tax within three months of trading, set up PAYE and VAT, open a bank account, keep statutory registers and sign the shareholders' agreement.

Why every company with more than one owner needs a shareholders' agreement

The articles are public and fairly generic. A shareholders' agreement is private, and it is where the real bargain between the owners is set out. Without one, a 51% shareholder can control almost everything, and a falling-out can freeze the business.

What a good agreement covers

- **Reserved matters:** decisions that need everyone's consent, such as borrowing, new shares, selling the business or hiring family.
- **Transfers:** pre-emption rights, so shares are offered to existing owners before anyone else.
- **Drag and tag:** the majority can make everyone sell to a genuine buyer, and the minority can join any sale on the same terms.
- **Leavers:** what happens to the shares of an owner who leaves, dies or falls ill, and at what price.
- **Deadlock:** a route out if 50:50 owners cannot agree, such as mediation, then a buy-sell mechanism.
- **Dividends, restrictive covenants** and how the company will be funded.

Leaver provisions in practice

Type of leaver	Typical price for shares
Good leaver: death, ill health, retirement or redundancy	Full market value
Bad leaver: gross misconduct, breach of covenants, or leaving to a competitor	Lower of cost and market value
Intermediate: resigning within a set period	A sliding scale over time

Protect the family

Pair the agreement with cross-option agreements and shareholder protection insurance. If an owner dies, the survivors then have the funds to buy the shares, and the family receives cash rather than a minority stake.

Registers and records

The company must keep registers of members, directors and people with significant control, minutes of board and shareholder decisions, and copies of resolutions. Changes to directors, PSCs, the registered office and share capital must be notified to Companies House, mostly within 14 days.

Setting up in the Republic?

Irish companies register with the Companies Registration Office. At least one director must be resident in the EEA, or the company must put a bond in place, and beneficial owners must be registered with the RBO. An NI company trading regularly in the Republic may have an Irish tax presence. Take advice before you start.

Directors' duties, accounts, filings and personal liability

Your seven duties as a director

Companies Act 2006	In plain terms
s171	Act within the company's constitution and use powers properly
s172	Promote the success of the company for its members as a whole
s173	Exercise independent judgment
s174	Take reasonable care, skill and diligence
s175	Avoid conflicts of interest
s176	Do not accept benefits from third parties
s177	Declare any interest in a proposed transaction

Your duties are owed to the company, not to you as a shareholder. Money in the company's account is not yours until it is paid out properly as salary, dividend or loan repayment. Dividends can only be paid from distributable profits. An unlawful dividend can be clawed back.

Limited liability, and where it runs out

Your liability as a shareholder is limited to what you paid for your shares. But directors can become personally liable, most often through:

- Personal guarantees given to banks, landlords and suppliers.
- An overdrawn director's loan account, which a liquidator will collect.
- **Wrongful trading:** under Article 178 of the Insolvency (NI) Order 1989, if you knew or ought to have concluded that insolvent liquidation could not reasonably be avoided, and did not take every step to minimise the loss to creditors, the court can order you to contribute personally.
- **Fraudulent trading** (Article 177), which is also a criminal offence.
- Reusing the name of a liquidated company without permission.
- HMRC personal liability notices for unpaid PAYE and National Insurance, and joint liability notices in certain insolvency and avoidance cases.

Serious failures can lead to disqualification for up to 15 years under the Company Directors Disqualification (NI) Order 2002.

If the company is struggling

Hold board meetings and minute them. Take advice from us and an insolvency practitioner early. Stop taking new credit you cannot repay, do not prefer one creditor over another, and keep paying PAYE and VAT. Acting early keeps the most options open, including rescue.

Company size and your accounts

A company is in a category if it meets two of the three limits, which rose in April 2025.

Size	Turnover	Balance sheet	Staff
Micro	£1m	£500k	10
Small	£15m	£7.5m	50
Medium	£54m	£27m	250

Small companies are usually exempt from audit, although shareholders holding 10% or more can require one. Since April 2026, returns and accounts sent to HMRC must use commercial software. From April 2028, all accounts must be filed at Companies House through software, and small and micro companies must also file a profit and loss account.

Your compliance calendar

What	When
First accounts	21 months after incorporation
Annual accounts	9 months after the year end
Corporation tax payment	9 months and 1 day after the year end
Corporation tax return	12 months after the year end
Confirmation statement	Every year, within 14 days of its review date
Director and PSC changes	Generally within 14 days
Identity verification	Existing directors and PSCs, by their next confirmation statement

Late filing brings automatic penalties, and a company that stops filing can be struck off.

Holding companies, group structures and HMRC clearances

Why put a holding company on top?

- **Ring-fence risk:** keep valuable property or cash away from the trading company's creditors.
- **Move cash tax-free:** dividends from subsidiary to holding company are generally exempt, so profits can be reinvested across the group.
- **Sell cleanly:** the substantial shareholding exemption can let the holding company sell a trading subsidiary free of corporation tax.
- **Plan succession:** the next generation can take shares in a new venture without disturbing the core business.

The reliefs that make restructuring work

Relief	What it does
Share-for-share exchange	Shareholders swap their shares for holding company shares with no CGT at that point (s135 TCGA 1992)
Stamp duty relief	No 0.5% stamp duty on a qualifying share exchange
Substantial shareholding exemption	A sale of a trading subsidiary held at 10% or more for 12 months can be free of corporation tax
Group relief	Losses in one company can be set against profits in another, in 75% groups
Gains group	Assets move between 75% group companies without a tax charge

Selling or passing on your company

Selling your shares

Business asset disposal relief taxes up to £1m of lifetime gains at 18%. You need at least 5% of the shares and votes, and must have been an officer or employee, for two years.

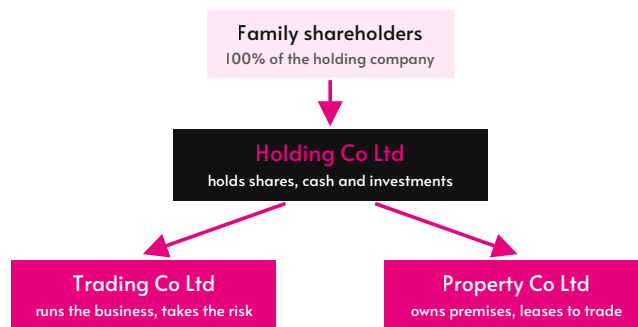
Passing them on

Shares in an unquoted trading company can qualify for 100% business property relief within the £2.5m allowance, and 50% above it. See our succession briefing.

Other essentials for owners

A director's service agreement, employment contracts and a staff handbook. Insurance: employers' liability is compulsory, and consider directors' and officers' cover. GDPR registration with the ICO. Trade mark your name. Keep your wills and EPA in step with your shares, as company shares often pass free of inheritance tax.

A typical owner-managed group



HMRC clearances: getting certainty first

Clearance	When you need it
s138 TCGA 1992	Share exchanges and reconstructions, confirming there is a genuine commercial purpose
s701 ITA 2007	Transactions in securities, so that capital is not taxed as income. Usually applied for together with s138
s1044 CTA 2010	When the company buys back an owner's shares, to secure capital rather than income treatment
EIS and SEIS	Advance assurance before raising investment from individuals
Non-statutory	HMRC's view on real uncertainty in the law

Statutory clearances are normally answered within 30 days. We apply before the transaction, never after.

Rewarding key staff

EMI share options can give employees a stake in the growth, with income tax and NIC savings if the rules are met.

Watch the cash pile

Too much surplus cash or investment can cost the company its trading status, and with it BADR and BPR. Review this well before any sale or succession.

Our view

The cheapest time to get the structure right is at the start. Unwinding a poorly set-up company, or resolving a dispute between owners without an agreement, costs many times more.



buying your home in Northern Ireland



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Client guide · Autumn 2026 · mortgages, stamp duty, surveys, title and completion

A step-by-step guide for buyers

Buying a home is the biggest purchase most people ever make. This guide walks you through **every stage, from mortgage to keys**. It explains what we do as your solicitor, what your lender will expect, and the checks that only you and your surveyor can carry out.

The ten stages of your purchase

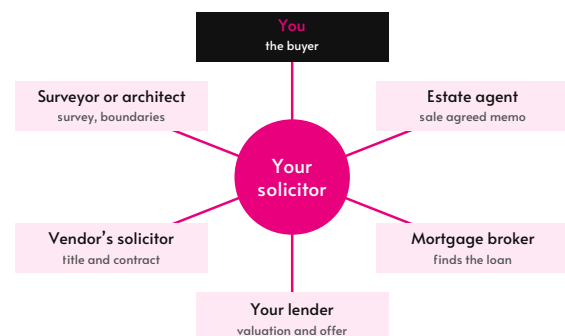
1 Mortgage in principle Speak to a broker or lender and know your budget before you view.	2 Offer accepted The estate agent issues a sale agreed memo to both solicitors.	3 Instruct us Sign our terms of business, and provide ID and evidence of your funds.	4 Survey and valuation Your own survey, plus the lender's valuation.	5 Title and enquiries We check title, searches, property certificates and replies to enquiries.
6 Mortgage offer We check its conditions and report to you and your lender.	7 Sign the contract With special conditions and the fixtures list agreed. The deposit is paid.	8 Pre-completion Final searches, insurance in place, the deed signed and funds cleared.	9 Completion Money transferred, deed handed over, keys released to you.	10 After completion We pay stamp duty, register you at the Land Registry and send the deeds to your lender.

A straightforward purchase usually takes eight to twelve weeks from offer to completion. New builds, first registrations and long chains can take longer.

Keeping everyone talking

A purchase involves at least six parties. We sit at the centre. We take the sale agreed memo from the estate agent, and keep your broker and lender informed of progress and of anything that affects the loan. We deal with the vendor's solicitor on title, contract and completion, and pass your surveyor's or architect's findings back into the legal work.

Please copy us into anything important you agree directly with the agent or the vendor, such as a change of price, date or included items. A promise made at a viewing is not binding unless it is written into the contract.



The Home Charter Scheme

We are a member of the Law Society of Northern Ireland's Home Charter Scheme. It sets assured standards for how your purchase is handled, and your file may be inspected by the Law Society as a quality check.

Your first steps

Sign and return our terms of business. Send photographic ID and proof of address. Tell us where your deposit is coming from. Book your survey the day your offer is accepted.

Making an offer

Offers go through the estate agent and are usually "subject to contract" and to mortgage and survey. Nothing is binding until contracts are signed by both sides, so either party can still withdraw, and gazumping is possible until then.

Chains

If your vendor is buying another property, or you are selling, the transactions are linked. Completion dates must line up, and a delay at any point holds up everyone. We keep in touch with the other solicitors so you know where the chain stands.

What slows things down

Missing title deeds, unregistered land, planning or building control gaps, a late mortgage offer, a vendor slow to answer enquiries, or funds that cannot be verified. The quicker you return documents to us, the quicker we can move.

Your mortgage, your deposit and proving where the money comes from

Getting a mortgage

- **Decision in principle:** a broker or lender checks your income, credit and deposit and indicates how much you can borrow. It is not a promise to lend.
- **Full application:** once your offer is accepted, the broker submits your application with payslips, bank statements and ID.
- **Valuation:** the lender instructs a valuer to confirm the property is adequate security. This protects the lender, not you.
- **Mortgage offer:** the lender issues a formal offer, usually valid for three to six months. We receive a copy.

Read the offer carefully. Check the rate, the term, early repayment charges and any special conditions, such as a retention until repairs are done, or a requirement for a septic tank certificate or a building control completion certificate. We will explain anything that is unclear.

We act for your lender too

In most purchases we also act for your lender, under the UK Finance Mortgage Lenders' Handbook. We must report anything that affects the security, such as a price difference, a cashback, a defect in title or a problem with planning. We cannot keep information from your lender that it is entitled to know.

What your lender will expect

- A good and marketable title, free of problems that affect value.
- Planning permission and building control approval for the property and any alterations.
- Buildings insurance in place from completion, at least for the reinstatement value in the valuation.
- The mortgage deed signed by every borrower, and consent from any adult who will live there.
- Registration of its charge at the Land Registry.

A valuation is not a survey

The lender's valuation tells the lender the property is worth the loan. It is not an inspection of the condition of the building and it will not find hidden defects. You need your own survey. See page 4.

Your deposit and the balance of the price

You will usually pay a deposit when you sign the contract. Before completion we send you a completion statement showing the balance you must provide: the price, less the mortgage, plus stamp duty, registration fees, searches and our fees.

- Funds must reach us by bank transfer at least 24 hours before they are needed, and must be cleared.
- We do not accept cash above £1,500, other than for our own fees.
- Delay in sending funds can delay completion, and the contract may make you liable for interest and costs.

Anti-money laundering: source of funds

The law requires us to verify who you are and where your money comes from before we can act.

- Original photographic ID and a recent utility bill or bank statement.
- Bank statements showing the savings building up over time, usually six months or more.
- For gifted deposits: a signed gift letter, ID for the giver, and evidence of their funds. Your lender must also agree to the gift.
- For sale proceeds, inheritance, compensation or investments: the completion statement, probate or settlement papers.

If we cannot verify the funds, we cannot proceed. In some cases we are required to report to the National Crime Agency and may not be able to tell you we have done so.

Protect yourself from email fraud

Criminals target house buyers with fake emails that appear to come from solicitors. Our bank details will never change by email. Before you send any money, phone us on a number you already know to confirm the account details.

Choosing the right mortgage

- **Repayment:** each monthly payment covers interest and some of the loan, so the debt is cleared by the end of the term. This is the usual and safest choice.
- **Interest-only:** you pay only the interest and must repay the whole loan at the end from savings or an investment. Few lenders offer it for home purchases.
- **Fixed rate:** the payment is certain for two, five or more years. There are usually penalties for leaving early.
- **Tracker or variable:** the rate moves with the Bank of England base rate or the lender's own rate, so payments can rise or fall.

Think about how long you will stay, how much certainty you need and whether you may want to overpay. Your broker will advise on the product. We advise on the legal terms of the offer.

Shared ownership and help for first-time buyers

Co-Ownership in Northern Ireland lets you buy a share of a home and pay rent on the rest, then buy further shares over time. Your lender, Co-Ownership and we all have a role, and there are extra documents to sign. Ask us early if you are considering it, as timescales are longer.

Protecting your home and your family

Mortgage protection or life cover pays off the loan if a borrower dies. Some lenders insist on it. Critical illness and income protection cover can keep payments going if you cannot work. Talk to your broker or a regulated financial adviser and have cover in place by completion. Check whether a lender's own policy is compulsory, and compare the market before you accept it. If you are self-employed, or your income includes bonuses or overtime, allow extra time for the lender to assess it. We do not give financial advice.

Stamp duty land tax, registration fees and the other costs of buying

Stamp duty land tax (SDLT) applies in Northern Ireland on the same basis as in England. It is charged in slices, so each rate applies only to the part of the price within that band. The purchaser pays it, and the return must be filed and the tax paid within 14 days of completion. We file your return and pay the tax from the funds you provide.

Part of the price	Standard	First-time buyer
Up to £125,000	0%	0%
£125,001 to £250,000	2%	0%
£250,001 to £300,000	5%	0%
£300,001 to £500,000	5%	5%
£500,001 to £925,000	5%	no relief
£925,001 to £1.5m	10%	no relief
Over £1.5m	12%	no relief

- **First-time buyer relief** applies only if every buyer has never owned a home anywhere in the world, will live in the property, and the price is £500,000 or less. Above £500,000 it is lost completely.
- **Additional properties:** if you will own more than one home at the end of the completion day, such as a second home or a buy-to-let, add 5% to every band. This applies from the first pound, on purchases of £40,000 or more.
- **Non-UK residents** pay a further 2% on top. If you spend 183 days in the UK in the following year you may be able to claim it back.
- **Buying before you sell?** You pay the 5% surcharge up front, but can reclaim it if you sell your previous main home within three years.

Worked examples

Buyer and price	How it is worked out	SDLT
First-time buyer, £280,000	All within the £300,000 nil band	£0
First-time buyer, £400,000	5% on £100,000 above £300,000	£5,000
First-time buyer, £550,000	Over £500,000, so standard rates apply	£17,500
Moving home, £280,000	2% on £125,000 plus 5% on £30,000	£4,000
Moving home, £350,000	£2,500 plus 5% on £100,000	£7,500
Buy-to-let, £280,000	£4,000 plus 5% of £280,000	£18,000
Non-resident mover, £280,000	£4,000 plus 2% of £280,000	£9,600

The same £280,000 house, five different bills

First-time buyer	£0
Moving home	£4,000
Non-UK resident	£9,600
Second home or buy-to-let	£18,000
Second home, non-resident	£23,600

Land Registry fees

Land and Property Services charges a fee to register your ownership, based on the price. The current scale for a transfer of registered land under the 2014 Fees Order is:

Price	Electronic	Paper
£100,001 to £150,000	£220	£260
£150,001 to £200,000	£310	£370
£200,001 to £250,000	£355	£425
Over £250,000	£445	£535

A separate fee is payable to register your lender's mortgage. Unregistered land requires first registration, with its own fees and a registration map. New fees are proposed for 2027, and we will always quote the current figures.

Rates, not council tax

Northern Ireland has domestic rates, collected by Land and Property Services and based on the capital value of the house. Rates are apportioned on completion, and you pay from the day you get the keys. There are no domestic water charges in Northern Ireland at present.

Your purchase budget checklist

- ✓ Deposit and the balance of the price
- ✓ Stamp duty land tax
- ✓ Land Registry fees for your title and your lender's charge
- ✓ Searches and property certificates from the council, DfI Roads and NI Water
- ✓ Our professional fee, the £50 professional indemnity contribution, and VAT
- ✓ Your survey, and any architect's or engineer's reports
- ✓ Lender and broker fees
- ✓ Buildings and contents insurance, and life cover
- ✓ Removals, and a share of the rates from completion

Other stamp duty points

Gifts and transfers between spouses are usually free of SDLT, but taking over a mortgage counts as payment. Shared ownership buyers can choose how SDLT is calculated. Every buyer must sign the return, and an error can lead to penalties, so tell us about any other property you own anywhere in the world.

Surveys, planning, building control, boundaries and warning signs

Get a proper survey: always

We do not inspect the property, and your lender's valuation will not tell you about its condition. Only a qualified surveyor who walks through the building can do that. We strongly advise a full structural survey on every purchase, and certainly on older, extended or rural properties.

RICS survey	Best for	What you get
Level 1, condition report	Newer, conventional homes in good order	Traffic-light ratings, no advice
Level 2, HomeBuyer	Standard homes in reasonable condition	Defects, repairs and some advice
Level 3, building survey	Older, larger, altered or rural properties	A full structural inspection and repair advice

Ask the surveyor to look specifically for dangerous materials such as asbestos, and for signs of damp, movement or subsidence, defective roofs and drainage, and any alteration that may need approval. Tell us what the survey finds before you sign the contract, not after.

Planning and building control

Every house, extension, garage, attic or garage conversion, conservatory and change of use needs to have been built with planning permission and building control approval.

- We request property certificates from the council and statutory bodies, and raise enquiries with the vendor.
- We do not check that the building on the ground matches the approved plans. Your architect should inspect the planning and building control files and certify that the property complies.
- If approvals are missing, the vendor may need to obtain a regularisation certificate or a certificate of lawful use before completion. Your lender may insist on this.
- Where a planning permission required sight lines at an entrance, your architect must confirm in writing that they are achievable and protected. We then take it up with the vendor's solicitor.

Septic tanks

Many rural homes rely on a septic tank or treatment plant. It needs consent to discharge from the NI Environment Agency and should be inspected by an engineer. On a new house with a mortgage, we need evidence that it has been commissioned and licensed before we request the loan funds.

Boundaries: get a certificate of identity

Land Registry maps in Northern Ireland show general boundaries only. They do not fix the exact line of a hedge, wall or fence. We strongly recommend that you ask a surveyor or architect to compare the title map with the boundaries on the ground and issue a certificate of identity confirming they match. We will supply the title map on request. Disputes over a few feet of garden or a shared lane are among the most bitter and expensive we see.

Warning signs to look out for

- Extensions or attic rooms with no approvals
- Shared driveways, lanes or services, and whether rights of way are written into the title
- Paths, pipes or cables crossing the land for a neighbour
- Private roads or sewers not yet adopted
- Flooding history, or a site near a river
- Japanese knotweed, large trees near the house, cracks and movement
- Spray foam insulation, or leased solar panels, which some lenders refuse
- Listed buildings and conservation areas
- Ground rent or a leasehold title

Buying in the country

Rural homes bring their own questions. Is the water from a private well or spring, and is it tested? Does the access lane cross a neighbour's farm, and is there a written right of way? Is there an agricultural occupancy condition limiting who may live there? Is any land let in conacre or grazed by others? Are there overhead lines, wind turbines or farm buildings close by? Your surveyor and we will look at these together.

Buying an apartment

Apartments are usually leasehold, with a management company responsible for the common parts. We check the lease, the service charge and any reserve fund, the building insurance and the management company's accounts. For taller or clad buildings, lenders may require fire-safety evidence such as an EWS1 form. Ask the agent early about service charges and any planned major works.

What we do: from checking the title to sending your deeds to the lender

Making sure you get good title

Our central job is to make sure the vendor owns what they are selling, can sell it to you free of any mortgage, and that you receive a good and marketable title your lender will accept. We:

- Examine the Land Registry folio and maps, or the title deeds if the land is unregistered.
- Check rights of way, burdens, covenants and any ground rent.
- Carry out searches in the Land Registry, Registry of Deeds, Statutory Charges Register, and the bankruptcy and judgments registers.
- Review the property certificates and the vendor's replies to pre-contract enquiries.
- Raise requisitions on title and insist that problems are resolved before you are committed.
- Report to you in writing on the title and anything unusual.

The contract and special conditions

Contracts in Northern Ireland use the Law Society's standard General Conditions of Sale. The protection for your particular purchase comes from the special conditions we negotiate. For example:

- The vendor to produce missing planning or building control approvals.
- A septic tank certificate or engineer's report.
- Repairs identified in your survey to be done before completion.
- A rectification of the title or map, or a new right of way.
- An agreed completion date.

You sign the contract first. It becomes binding once the vendor signs and it is returned. From that point neither side can walk away without serious consequences, so every concern must be resolved before you sign.

Fixtures and fittings

The vendor completes a list of what stays and what goes, including curtains, carpets, white goods, light fittings, sheds, oil in the tank and garden items. The list becomes part of the contract. Check it against what you were promised at viewing and tell us of any difference.

Deed, completion and registration

- We prepare the deed transferring the property to you, and your mortgage deed, and arrange for you to sign them.
- We send the lender a certificate of title and draw down the loan.
- On completion we pay the vendor's solicitor, receive the signed deed and arrange for the keys to be released.
- We file your SDLT return and pay the tax within 14 days.
- We register your ownership and the lender's mortgage at the Land Registry, dealing with any queries the Registry raises.
- When registration is complete, we send the title documents to your lender, and copies to you.

Buying a new build

We also check the builder's structural warranty, such as NHBC or Premier Guarantee. We check that the roads and sewers will be adopted, backed by bonds under Article 32 of the Private Streets (NI) Order 1980 and a sewer adoption agreement with NI Water. We confirm that building control completion and any septic tank licence are in place before the loan is released.

Insurance

Your lender will require buildings insurance from completion. It must cover at least the reinstatement figure in the valuation and meet the lender's terms, which are usually set out in the mortgage offer. We recommend arranging cover from the day the contract becomes binding. Contents insurance and life cover are your decision, but please consider them.

How will you own it together?

If you are buying with someone else, you must decide how to hold the property:

- **Joint tenants:** you own the whole together. On a death, the survivor automatically takes the whole, whatever the will says. This is common for married couples.
- **Tenants in common:** each owns a defined share, which passes under their will. This suits unmarried couples, friends, and buyers who put in different amounts.

Where contributions differ, we recommend a declaration of trust recording who paid what. Buying a home is also the right moment to make or update your will.

Ground rents and leasehold houses

Many houses in Northern Ireland, particularly in towns, are held under long leases or fee farm grants with a small annual ground rent. We will tell you if there is one, who it is paid to and whether there are covenants in the lease. In most cases the ground rent can be redeemed under the Ground Rents Act (NI) 2001, and we can advise on the cost.

Completion day and moving in

On completion day we transfer the funds and, once the vendor's solicitor confirms receipt, the keys are released, usually through the estate agent. Take meter readings, and tell LPS for rates and your electricity, gas or oil suppliers. Redirect your post, and update your address with your bank, employer and doctor. Keep your insurance documents and our completion letter safe.

The searches and certificates we obtain

Land Registry folio and title map, or Registry of Deeds searches for unregistered land. Statutory Charges Register, covering planning notices, grants and other statutory charges. Bankruptcy and Enforcement of Judgments Office searches against the vendor. Property certificates from the local council for planning and building control, from DfI Roads on road adoption, and from NI Water on sewers and water mains.

What we do not do: the limits of our role under our terms of business

Our terms of business set out matters that fall outside our role as your solicitor. You must instruct suitably qualified advisers, such as a surveyor, architect, engineer or accountant, to deal with them. We list them here so there are no surprises.

- 1** **No accountancy, tax or financial advice** in connection with the purchase, beyond dealing with stamp duty on the purchase itself.
- 2** **No liability for third parties.** We are not responsible for the services of surveyors, brokers, architects, engineers or other advisers, even where we introduce them.
- 3** **Our advice is for you.** No third party may rely on it.
- 4** **We do not inspect the property.**
- 5** **Structure and dangerous materials.** Retain a surveyor to carry out a full structural survey, including checks for dangerous materials.
- 6** **Boundaries.** We do not confirm that the title deeds and maps match the physical boundaries. Employ an architect or surveyor to check this and to prepare any registration map. We will supply the title map on request.
- 7** **Rights of others.** We cannot advise on rights of way, services or other rights third parties may exercise over the land that are not on the title. A surveyor should report on anything apparent on the ground.
- 8** **Septic tanks.** We cannot advise whether a septic tank meets environmental regulations. An engineer should inspect it and check with the statutory authorities. For a new house with a mortgage, we need evidence of commissioning and a licence before we request the loan funds.
- 9** **Planning and building regulations.** We do not advise on whether the building complies with its planning permission or building regulations. Your architect should check the files and certify compliance.
- 10** **Sight lines.** We do not advise whether sight lines required by a planning permission are protected by easements over neighbouring land. Your architect must confirm this in writing, and we will then take the matter up with the vendor's solicitor.
- 11** **Alterations.** Any alteration you make will need planning permission and building control approval. Existing alterations should be checked by an architect for structural soundness and compliance.
- 12** **First registration maps.** Where the property needs first registration, you must instruct a surveyor to prepare the registration map. We will provide the maps we hold.

We assume you are buying the property for your own use unless you tell us otherwise. All payments must be made by bank transfer in cleared funds.

Your responsibilities

- ✓ Give us accurate, complete instructions, and tell us at once if anything changes
- ✓ Book your survey and read it before signing
- ✓ Visit the property again before completion to check its condition, and that the fixtures and fittings are there
- ✓ Arrange buildings insurance and meet the conditions of your mortgage offer
- ✓ Send cleared funds on time, after confirming our bank details by phone
- ✓ Tell us about anything you have agreed directly with the vendor or agent

Words you will hear

Folio	The Land Registry record of a registered title
Burden	A right or obligation affecting the land, such as a right of way
Requisitions	Formal questions we raise on the title
Completion	The day the money is paid and you become the owner
Certificate of title	Our report to your lender that the title is good title
Easement	A right over a neighbour's land, such as a right of way or drainage

Our view

Most problems we see after completion could have been found before the contract was signed, through a proper survey, an architect's compliance check and a boundary certificate. They cost far less than the problems they prevent.

If something goes wrong

Speak first to the solicitor handling your purchase. If you are still not satisfied, our complaints procedure, set out in our terms of business, will apply, and you may then refer the matter to the Law Society of Northern Ireland. You can also ask the Law Society to review our fees. We welcome feedback. Most concerns are resolved quickly by a phone call, so please raise anything that worries you as soon as it arises rather than waiting until the end. If you believe our bill is too high, ask us to explain it first. You then have the right to have it checked independently, within the time limits set out in our terms of business.

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The law is rarely one size fits all. While the same legal principles apply, every case turns on its own facts. This guide is reviewed and updated as the law and tax rules change. This guide is general information based on the law, rates and fees in force at Autumn 2026. It does not replace our terms of business or advice on your purchase.



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nursing home costs in Northern Ireland explained



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Client briefing · October 2026 · who pays, the Trust assessment, the family home and planning ahead

Figures for 2026/27

Who pays, how the Trust assesses you, **what happens to the family home**, and what care is likely to cost in practice.

Most families only discover how care fees work in Northern Ireland when a parent is already in hospital and a discharge is being planned. Decisions are then made quickly and under pressure. This briefing sets out the rules as they stand for 2026/27 so that you can plan calmly and in good time. The figures are those currently published by the Department of Health and the Department for Communities, and they change each April.

- 1 How the Trust assesses you: the CRAG rules
- 2 The capital limits
- 3 Above the upper limit
- 4 Your home: when it counts and when it does not
- 5 The exemptions for a spouse or older relative
- 6 Respite care
- 7 When one parent goes into care and the other does not
- 8 Giving assets away: the intention test
- 9 Social security benefits in care
- 10 How likely is care, and for how long?
- 11 Worked example: a Warrenpoint nursing home
- 12 What you can do now

1 How the Trust assesses you: the CRAG rules

In Northern Ireland, nursing and residential care is arranged through your local Health and Social Care Trust (for Newry, Mourne and Warrenpoint, the Southern Trust). Unlike hospital treatment, care home accommodation is not free. The Trust carries out a financial assessment under the Health and Personal Social Services (Assessment of Resources) Regulations (Northern Ireland) 1993, applying the Department of Health's Charging for Residential Accommodation Guide, known as CRAG.

The assessment looks at two things: your capital (savings, investments, property and other assets) and your income (pensions and most benefits). Only the resident is assessed. A husband, wife or partner who remains at home cannot be required to disclose or contribute their own savings, although joint accounts are normally treated as owned in equal shares.

One element is paid regardless of means. If you are assessed as needing nursing care in a nursing home, the Trust pays £100 a week towards the nursing element of the fee, even if you are otherwise paying for yourself.

What the Trust will ask for

Recent bank, building society and credit union statements, pension and benefit details, investments, the deeds or folio for any property, and any enduring power of attorney. Gather these early, as gaps delay the assessment.

2 The capital limits

The capital limits in Northern Ireland have been frozen since 2010 and remain as follows for 2026/27:

Your capital	What happens
Over £23,250 (upper limit)	You pay the full fee yourself
£14,250 to £23,250	You pay from income plus £1 a week for every £250 (or part of £250) above £14,250, known as tariff income
Under £14,250 (lower limit)	Capital is ignored and you pay from income only

By way of example, a resident with £19,250 has £5,000 above the lower limit. That produces tariff income of £20 a week, which is added to their assessed income.

Frozen for sixteen years

Because the limits have not risen since 2010, while fees and house prices have, more families now pay in full, and for longer, than when the rules were set.

Residential or nursing care?

A residential home provides personal care. A nursing home also has registered nurses on duty around the clock. The Trust's assessment decides which is needed, and only nursing care attracts the £100 weekly contribution.

Above the upper limit, your home, and the exemptions that protect it

3 Above the upper limit

If your capital is above £23,250 you are a self-funder. You pay the home's full weekly fee, less the £100 nursing contribution if you need nursing care, until your capital falls to the upper limit. The Trust will still assess your care needs and can help find a suitable place, and it is worth asking for that assessment even if you expect to pay.

- Self-funders usually contract directly with the home, so read the contract carefully, especially on fee increases, notice periods and what happens when money runs low.
- Tell the Trust well before your capital approaches £23,250, as reassessment takes time and fees are not usually backdated.
- When the Trust takes over funding, it will pay up to its regional rate. If the home charges more, a "third party top-up" from family may be needed to stay there.

4 Your home: when it counts and when it does not

For most people the family home is the largest asset, and the rules on it cause the greatest anxiety.

- **Temporary care:** if your stay is temporary and you intend to return home, the home is ignored.
- **The first 12 weeks:** when care becomes permanent, the value of your home is ignored for the first 12 weeks, giving time to plan.
- **After 12 weeks:** the home counts as capital at its market value, less 10% for the costs of sale and less any mortgage secured on it.
- **Jointly owned homes:** only your share counts, and its value can be significantly reduced if a co-owner still lives there and the property could not readily be sold.

Nobody can be forced to sell their home during their lifetime to pay care fees. Where the home counts but has not been sold, the Trust can register a charge over it for the fees owed, to be repaid when it is eventually sold or from the estate.

Renting it out

Some families let the home and use the rent towards the fees. This keeps the property in the family, but the rent counts as income, the property still counts as capital, and there are landlord duties and tax to consider. Take advice before signing a tenancy.

5 The exemptions for a spouse or older relative

The value of the home is ignored entirely, for as long as the situation continues, if it is still occupied by:

- your husband, wife or civil partner, or a partner you lived with as a couple, unless you are estranged or divorced;
- a relative or member of your family who is aged 60 or over;
- a relative or member of your family of any age who is incapacitated;
- a child of yours under 18 whom you support.

The Trust also has a discretion to ignore the home in other cases, for example where a carer who gave up their own home to look after you continues to live there. Ask for this to be considered in writing, and explain the full circumstances.

Check how the home is owned

Whether the house is held jointly, in one name, or partly in trust can change the outcome markedly. Ask us to check the title before any assessment and before anyone decides what to do with the property.

If the home is sold

Once the house is sold, the proceeds count as capital in the ordinary way, and you remain a self-funder until your capital falls to £23,250. Proceeds held in a joint account with a child, or paid into a child's name, are still treated as yours. Keep the money in the resident's own name, and record how it is spent.

If a parent lives in the Republic

Care in the Republic is funded under the Fair Deal (Nursing Homes Support Scheme), which works quite differently. The resident pays 80% of assessable income and 7.5% a year of assets above the asset disregard. Contributions based on the principal home are capped at three years. Property in Northern Ireland is counted. Families on both sides of the border should take advice in each jurisdiction.

Respite, when one parent goes into care, giving assets away, and benefits

6 Respite care

Short stays, to give a family carer a break or after a hospital discharge, are treated as temporary. The home is ignored, and the Trust may assess the charge more simply or apply a reduced charge for short periods. Respite is often the first contact a family has with the care system, and it is a good moment to ask the Trust about longer-term options and to put legal arrangements in place.

7 When one parent goes into care and the other does not

This is the most common situation we advise on, and the rules offer real protection to the spouse who stays at home.

- Only the resident's own capital and income are assessed. The spouse at home is not required to contribute from their own savings.
- The home is ignored while the spouse lives there.
- Joint savings are split equally. It can make sense to separate joint accounts so each spouse's share is clear.
- If the resident has an occupational or private pension, half of it can be disregarded if it is passed to the spouse at home.
- Pension Credit for the spouse at home may need to be recalculated as a single person.

Both spouses should review their wills. If the spouse at home dies first and leaves everything outright to the spouse in care, that inheritance will usually be used to pay fees. A will that leaves assets in a suitable trust instead can protect them for the family.

8 Giving assets away: the intention test

Many families ask whether a parent can simply give the house or savings to the children. The Trust can treat you as still owning anything you have given away, or spent unusually, if a significant reason for doing so was to avoid care fees. This is called notional capital.

- There is no fixed time limit. Unlike the seven-year rule for inheritance tax, a gift made many years ago can still be challenged if care was foreseeable at the time.
- The Trust looks at timing and purpose: your health when the gift was made, whether care was in contemplation, and any other reason for the transfer.
- Gifts made well in advance, for genuine reasons and while in good health, are much harder to challenge.
- Transferring a home can also have capital gains tax, inheritance tax and security consequences, and leaves the parent dependent on the child's goodwill.

Our advice

Never transfer a parent's home or savings in a hurry because care is approaching. It rarely works and can cause real harm. Planning done early, and properly documented, is a different matter.

9 Social security benefits in care

- **State Pension** and private pensions continue and are counted as income.
- **Attendance Allowance**, or the care component of DLA or PIP, stops after 28 days in care if the Trust is helping to pay. Self-funders keep it, and it should be claimed.
- **Pension Credit** may become payable, or increase, once the resident is assessed in care.
- The resident keeps a weekly **personal expenses allowance** for clothes, toiletries and outings. It was £34.10 a week from April 2025 and is normally uprated each April.

Tell the Department for Communities about any move into care, as overpayments are recovered.

Continuing healthcare

Where a person's primary need is for healthcare rather than social care, the Trust should fund the whole placement, whatever their means. The threshold is high, but if a parent has complex, intense or unpredictable health needs, ask for a continuing healthcare assessment before signing anything.

What the intention test does not catch

- Paying genuine debts, bills and household costs.
- Buying things you need, such as a new boiler, home adaptations or a mobility vehicle.
- Modest gifts consistent with a long pattern of giving, such as birthday and Christmas presents.
- Transfers made for real reasons long before care was in view, such as a farm handed on as part of succession.

Protective will trusts

A will can leave the family home, or a share of it, on trust rather than outright. For example, the surviving spouse can live there for life, with the property then passing to the children. Assets held in such a trust do not belong to the surviving spouse, so they are not usually counted if that spouse later needs care. This is one of the most effective, and least controversial, planning steps available.

How likely is care, a worked example, and what you can do now

I0 How likely is care, and for how long?

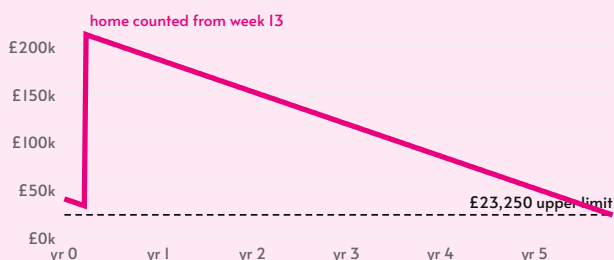
Most older people never need permanent residential or nursing care, and many who do stay for a relatively short period at the end of life. A significant minority, particularly those living with dementia, need care for several years, and it is those cases that use up a family's savings and home.

You cannot know in advance which group a parent will fall into. That is why the sensible approach is to put the legal framework in place early, understand the rules, and avoid irreversible steps taken in a hurry.

Key figures, 2026/27

Upper capital limit £23,250. Lower capital limit £14,250. Tariff income £1 a week per £250. Nursing contribution £100 a week. Home ignored for the first 12 weeks of permanent care.

Mary's capital over time



I2 What you can do now

- **Make enduring powers of attorney** while everyone has capacity. Without one, the family may need a controller appointed by the court before they can deal with money or sell a house.
- **Review both spouses' wills** so that a surviving spouse who later needs care does not inherit everything outright.
- **Check how the home is owned**, and whether joint ownership is still right for your family.
- **Keep records** of any gifts and the reasons for them, and do not transfer assets without advice.
- **Ask the Trust** for a care needs assessment and, where appropriate, a continuing healthcare assessment.

II Worked example: a Warrenpoint nursing home

Mary is widowed and lives alone in Warrenpoint. She owns her home, worth £180,000 after the 10% deduction, has £40,000 in savings and £250 a week from pensions. She moves permanently into a nursing home charging £1,000 a week. These figures are illustrative.

Period	What happens
Weeks 1 to 12	Home ignored, but her savings alone exceed £23,250, so the Trust does not yet pay. Mary pays £900 a week (the fee less the £100 nursing contribution), £650 of it from savings
From week 13	Home now counts, so capital is about £212,000. Mary continues as a self-funder
After about 5¾ years	Capital falls to £23,250. The Trust begins to contribute, and Mary pays her income plus tariff income, keeping her personal allowance

If Mary's son, aged 62, had lived with her in the house, the home would have been ignored entirely and the Trust would have started to contribute once her savings fell to £23,250, after about 26 weeks.

Had Mary's savings been only £15,000, the Trust would have paid for the first 12 weeks, with Mary contributing her income plus £3 a week tariff income. From week 13 the house would count, and the Trust would usually continue paying and register a charge over it for the fees.

Mary does not have to sell the house. The family can let it, pay the fees from other funds, or agree that the Trust registers a charge for the fees owed, to be repaid from her estate.

- **Claim the benefits** you are entitled to, and tell the Trust before capital falls to the upper limit.
- **Talk as a family** about wishes for care, the home and money while a parent can take part, and record the decisions.
- **Look at care at home** first. Support at home is assessed under different rules, and the home is never counted.
- **Contact us at the hospital discharge stage.** We can check the Trust's assessment, the home's contract and any proposed charge before you sign.



probate and inheritance tax across the border: NI and the Republic compared



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Client briefing · October 2026 · succession, IHT and CAT, reliefs, residence, trusts and planning

For families with assets in both jurisdictions

Families on both sides of the border often own land, savings or a business in both jurisdictions, and their children live in both. **Two probate systems, two sets of succession rules and two different taxes** then apply to the same estate. This briefing explains how they differ, where they collide, and how to plan so that the family is not taxed twice or caught by the wrong rules.

The two systems at a glance

	Northern Ireland (UK)	Republic of Ireland
The tax	Inheritance tax (IHT), charged on the estate of the person who dies or gives	Capital acquisitions tax (CAT), charged on each person who receives
Rate	40% (36% with 10% to charity)	33%
Tax-free amount	£325,000 nil-rate band, plus up to £175,000 residence band, per estate. Unused bands pass to a spouse	Per beneficiary, for life: €400,000 from a parent (Group A), €40,000 from a sibling, grandparent or aunt/uncle (Group B), €20,000 otherwise (Group C)
Who is in the net	Long-term UK residents (10 of the last 20 years) on worldwide assets; everyone else on UK assets	Worldwide assets if the giver or the receiver is Irish resident or ordinarily resident; otherwise Irish assets only
Lifetime gifts	Free after 7 years, tapered from 3 years	No time limit: all gifts and inheritances since 5 December 1991 from the same group count against the threshold
Farms and businesses	100% APR/BPR on the first £2.5m, 50% above. APR for UK land only	90% agricultural or business relief, with no cap, subject to conditions and a 6-year clawback
Spouses	Exempt, subject to a limit where the receiving spouse is not long-term resident	Exempt
Pensions	Unused pension funds come into the estate from April 2027	Approved retirement funds taxed on inheritance, with special rates for children
Grant of representation	Probate Office, Belfast. Valid across the UK	Probate Office, Dublin, or a district registry. Valid in the Republic only
Returns	IHT account (IHT400) unless the estate is exempted	Statement of Affairs (SA.2) before the grant; each beneficiary files an IT38 if over 80% of their threshold
Payment	Within 6 months of the end of the month of death; instalments for land and businesses	Pay and file by 31 October after a valuation date in the year to 31 August

Why it matters

The same estate can be taxed in both jurisdictions. The double taxation convention between the UK and Ireland gives credit for one tax against the other, but only if the estate is structured and administered correctly. Families also lose valuable reliefs where land or wills are arranged for one system only.

Our view

Anyone with property, family or a business on both sides of the border needs two wills, advice in both jurisdictions, and a plan that looks at IHT and CAT together. We advise in both.

Two probate systems, different succession rules, and the conflict of laws

Probate in Northern Ireland

1. **Value the estate** worldwide, and establish whether it is an excepted estate or needs a full IHT account.

2. **IHT** paid, or the excepted estate confirmed, before the grant issues.

3. **Apply** to the Probate Office of the High Court in Belfast, with the will and supporting papers.

4. **Grant issued.** It is recognised throughout the UK, but not in the Republic.

5. **Collect, pay debts and distribute**, usually after the executor's year.

Probate in the Republic

1. **Value the estate**, and file the Statement of Affairs (Form SA.2) with Revenue online.

2. **CAT** is paid later by each beneficiary, who files their own return (Form IT38).

3. **Apply** to the Probate Office in Dublin or a district registry, with the executor's oath and the SA.2 acknowledgement.

4. **Grant issued.** It is needed for Irish assets even if a UK grant already exists.

5. **Collect, pay debts and distribute.** The legal right share must be satisfied first.

Freedom to leave your estate as you wish

Northern Ireland has freedom of testation. You may leave your estate to anyone. Spouses, children and dependants can apply to court for reasonable provision under the Inheritance (Provision for Family and Dependents) (NI) Order 1979.

In the Republic a spouse or civil partner has a fixed legal right share under the Succession Act 1965: one third of the estate if there are children, one half if there are none. It overrides the will and cannot be removed except by a valid renunciation. Children can apply under section 117 if a parent failed in their moral duty to provide for them.

Where there is no will

Survivors	Northern Ireland	Republic
Spouse and children	Spouse takes chattels, £250,000, and half (one child) or one third (more) of the rest	Spouse two thirds, children one third
Spouse, no children	All, unless parents or siblings survive: then £450,000 plus half	Spouse takes all
Children only	Equally between children	Equally between children

The conflict of laws

- **Land** (immovable property) passes under the law of the place where it is. Irish land is governed by Irish succession law, including the legal right share, wherever the owner lived.
- **Everything else** (movables, such as money and shares) passes under the law of the country of domicile at death.
- A will that is formally valid in either jurisdiction is usually recognised in both, as both apply the Hague rules on the form of wills.

The Irish spouse's election

Where a will leaves something to a spouse in the Republic, the spouse may choose between the gift in the will and the legal right share. The election must be made within six months of notice from the executors, or one year of the grant, whichever is later.

Two wills, carefully drafted

Separate wills for NI and Irish assets speed up both grants. But the standard revocation clause in a new will can silently cancel the other one. Each will must be confined to its own assets and must expressly preserve the other. The executors, trustees and tax provisions must also work together across both.

Time limits for family claims

In Northern Ireland, a claim for reasonable provision must usually be brought within six months of the grant. In the Republic, a child's section 117 claim must be brought within six months of the first grant. Executors should not distribute before these periods expire.

IHT or CAT: which is kinder, lifetime gifts, and farm and business reliefs

When each tax is more favourable

Because CAT gives each child their own €400,000 threshold and taxes at 33%, it is usually lighter than IHT when an estate is split between several children. IHT is usually lighter where a married couple use both nil-rate bands and both residence bands and the estate passes to one child.

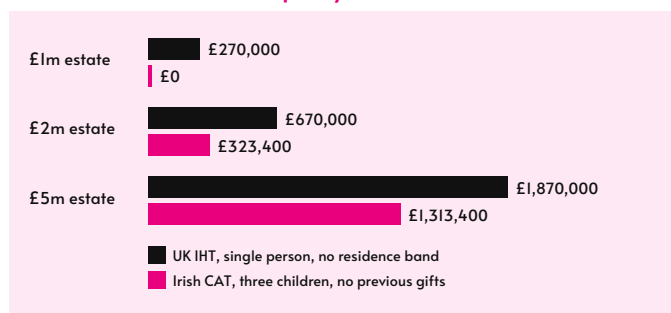
- **CAT is kinder** for larger estates and larger families, and on farms and businesses above £5 million, where Irish 90% relief is uncapped.
- **IHT is kinder** for a couple's estate of up to £1 million including the family home, and for gifts made more than seven years before death.

For example, £1 million left by a widowed parent to one child is free of IHT with both bands and the residence allowance, but would carry CAT of about €256,000 if the parent were Irish resident.

Lifetime gifts: seven years against a lifetime total

	UK IHT	Irish CAT
Big gifts	Free if you survive 7 years; tapered relief from year 3	Taxed when made, once the lifetime threshold is used
Annual exemption	£3,000 a year from each giver, plus gifts out of surplus income	€3,000 a year from each giver to each recipient
Capital gains tax	Gift of land or shares is a disposal; holdover relief for UK business and farm assets	Gift is a disposal; CGT can usually be credited against CAT on the same event
Stamp duty	None on gifts of land	Payable on gifts, with consanguinity relief for farmland passed to relatives

Tax on an estate left equally to three children



Illustrative only. CAT converted at €1 = £0.85. No reliefs or previous gifts assumed.

Farm and business reliefs compared

	UK APR and BPR	Irish agricultural and business relief
Rate	100% on first £2.5m per person, transferable to a spouse; 50% above	90% reduction in value, no cap
Focus	The asset and the owner's use of it	The beneficiary: farmer test (80% of assets agricultural) and active farming or leasing for 6 years
Where	APR: UK land only since April 2024. BPR: trading businesses anywhere	Agricultural property in the EU, including Northern Ireland
Clawback	For lifetime gifts if the asset is not kept	If sold or not farmed within 6 years

Irish land owned by a UK resident: no UK agricultural relief

Since 6 April 2024, UK agricultural property relief applies only to land in the UK. A long-term UK resident who owns farmland in the Republic now has it fully exposed to IHT at 40%, unless business property relief applies because it is part of a genuine trading farm. Holdover relief on lifetime gifts of that land has also gone. Many wills and family farm plans made before 2024 no longer work, and should be reviewed.

The Irish dwelling house exemption

An inheritance of a house can be free of CAT in the Republic if the beneficiary lived in it as their main home for three years before the death, owns no other residential property, and keeps living there for six years afterwards. There is no UK equivalent.

UK gifts out of surplus income

Regular gifts made from income, which leave your normal standard of living intact, are immediately exempt from IHT with no seven-year wait. Records are essential. It is one of the most under-used UK exemptions.

Who each country taxes, the new ten-year rule, and a worked example

The UK's new ten-year rule

Since 6 April 2025, UK inheritance tax no longer turns on domicile. You are a long-term UK resident, taxed on your worldwide estate, if you have been UK tax resident for at least 10 of the previous 20 tax years. Everyone else pays IHT on UK assets only, such as a house or bank account in Northern Ireland.

If a long-term resident leaves, their worldwide estate stays in the UK net for a tail period:

Years UK resident (of last 20)	Tail after leaving
10 to 13	3 tax years
14 to 19	4 to 9 tax years
20	10 tax years

Trusts follow the settlor's status, so foreign assets in a trust made by a long-term resident are now within IHT.

Worked example: a UK resident with three children and £1 million in an Irish bank account

Anne, a widow, has lived in Newry all her life. She leaves her home (£300,000) and €1,176,000 (about £1 million) in an Irish bank account equally to her three children, who all live in Northern Ireland.

UK IHT	£
Estate: home plus Irish account	1,300,000
Less her nil-rate band and her late husband's	(650,000)
Less residence bands, limited to the home's value	(300,000)
IHT at 40% on £350,000	140,000

Without her husband's unused bands, IHT would be £320,000.

Spouses with different residence

Gifts between spouses are fully exempt in the Republic. In the UK, if the receiving spouse is not a long-term UK resident, the exemption is limited to £325,000 unless that spouse elects to be treated as a long-term resident. A couple where one spouse has always lived in the Republic should check this before relying on the spouse exemption in an NI will. The election brings that spouse's own worldwide assets into IHT, so it must be weighed carefully, and it can only be revoked once the spouse has been non-resident for four consecutive years.

The Irish test: residence of either side

CAT applies to worldwide assets if either the person giving or the person receiving is resident or ordinarily resident in the Republic. It applies to Irish assets, such as Irish land, shares in Irish companies and Irish bank accounts, whoever is involved.

A person not domiciled in Ireland is only treated as Irish resident for CAT after five consecutive tax years of Irish residence. Ordinary residence follows three years of residence and continues for three years after leaving.

Double taxation relief

The 1977 UK–Ireland convention on estates and gifts decides which country has first right to tax, generally the country where land is located or where the person was domiciled. The other country gives a credit for the first country's tax. The credit is limited to the tax on the same property, so the higher of the two rates usually prevails.

Irish CAT: the account is an Irish asset, so it is within CAT even though no one is Irish resident. Each child receives about €392,000, below the €400,000 Group A threshold, so no CAT is due, provided they have had no earlier gifts or inheritances from either parent. Because each share exceeds 80% of the threshold, each child must still file a return.

If one child had already received €200,000 from their parents, that child would pay CAT of about €63,000. That would be credited against the UK IHT on the Irish account.

Probate: a grant from the Irish Probate Office and an SA.2 filing will normally be needed before the bank releases the money, as well as the NI grant for the house.

A cross-border executor's timetable

Months 0 to 6	Value assets in both jurisdictions, file the SA.2 and IHT account, and pay IHT by the end of month six
Months 3 to 9	NI and Irish grants issue; collect assets on both sides
From month 6	Family claim periods expire; the Irish spouse's election is made
By 31 October	Beneficiaries file and pay CAT, claiming credit for UK IHT
Months 9 to 18	Distribute, file final income tax returns on both sides, and obtain clearance from HMRC and Revenue

An Irish resident with NI property, and a £10 million mixed farm and business

Irish resident parent, house in Newry, children on both sides

Seán has always lived in Dundalk and has never lived in the UK. He owns a rented house in Newry worth £400,000 and €600,000 of Irish assets. He leaves everything equally to his two children: one lives in Newry, the other in Dublin.

UK IHT, UK assets only	£
Newry house	400,000
Less nil-rate band (no residence band, as it was not his home)	(325,000)
IHT at 40%	30,000

Irish CAT, worldwide, as Seán was Irish resident	€
Each child: half the house (€235,000) plus €300,000	535,000
CAT at 33% above €400,000, each	44,600
Total CAT, both children	89,200
Less credit for UK IHT on the house	(35,300)
CAT payable	about 54,000

The Newry child pays CAT even though they live in Northern Ireland, because their father was Irish resident.

Illustration: a £10 million mixed farm and business

Patrick is a long-term UK resident and widower, with no transferable allowances in this example. His estate is shown below. His NI farm and company pass to his two children in Northern Ireland, and his Irish land to his son in Meath, who will farm it.

Asset	Value £	UK relief	Chargeable £
NI farm, farmed in hand	4,000,000	£2.5m at 100%, £3.5m at 50%	1,750,000
NI trading company	2,000,000		
Irish farmland, let	3,000,000	None: not UK land, not trading	3,000,000
Investments and cash	1,000,000	None	1,000,000
Less nil-rate band (residence band lost)			(325,000)
UK IHT at 40% on £5,425,000			2,170,000

Irish CAT on the Meath land (about €3.53m): it is Irish property, so CAT applies. If the son qualifies as a farmer, agricultural relief reduces its value by 90% to €353,000, below his €400,000 threshold, so no CAT. Without the relief, CAT would be about €1.03m (£878,000), credited against the UK tax.

The lesson: because the Irish land gets no UK relief, the UK tax on it, about £1.13m, is the real cost, whatever Ireland charges. Planning should focus on the UK exposure. Options include bringing the Irish land into the trading farm business, a lifetime transfer to the son more than seven years before death, or, for a married couple, making sure both spouses' allowances are used.

Changing residence: think before you move

Moving south does not immediately take you out of UK IHT. A long-term resident keeps the tail of up to 10 years, and becomes liable to CAT on worldwide gifts once Irish resident, or after five years if not Irish domiciled. Moving north brings Irish assets into IHT after 10 years. A move can increase, as well as reduce, the family's exposure, and the timing of gifts around a move matters.

Claiming the credit in practice

Credit is not automatic. The executors or beneficiaries must claim it, with evidence of the tax paid in the other country, on the UK IHT account or the Irish IT38. One tax may have to be paid in full first and the excess reclaimed later.

Valuations and currency

Each country values assets at the date of death, in its own currency, and may accept different valuations. Use one valuer for both. Exchange rate movements can change the credit available.

Discretionary trusts on both sides, what works, and the traps to avoid

	UK discretionary trust	Irish discretionary trust
Going in	Lifetime transfers above the nil-rate band taxed at 20%. On death, the estate pays IHT in the normal way	CAT on the eventual beneficiaries, not on entry. A once-off 6% discretionary trust tax, reduced to 3% if fully appointed out within 5 years
While it runs	Up to 6% of value above the nil-rate band every 10 years	1% of the trust value every year, once the youngest principal object is 21
Coming out	Proportionate exit charge, up to 6%	CAT on each beneficiary, using their own group threshold from the original disponent
Exemptions	Trusts for disabled beneficiaries, and some trusts for minors	Trusts where the principal objects are the disponent's children under 21, and trusts for incapacitated persons
Scope	Follows the settlor's long-term residence status	Applies if the disponent was Irish domiciled, or the property is Irish

What works

- Separate NI and Irish wills, drafted together.
- Using both spouses' UK nil-rate, residence and £2.5m relief allowances.
- Giving each child their full Irish threshold, and using the annual €3,000 and £3,000 exemptions every year.
- Passing Irish farmland to a child who will farm it or lease it for six years, so 90% agricultural relief applies.
- Section 72 life policies to pay Irish CAT, and UK life policies written in trust to pay IHT.
- Lifetime gifts of UK assets more than seven years before death, with CGT holdover where available.
- Short-term discretionary will trusts, appointed out within two years in the UK or five years in Ireland, to decide later who takes what.

Traps to avoid

- A new will that revokes the will made in the other jurisdiction.
- Assuming Irish farmland still qualifies for UK agricultural relief.
- Ignoring the Irish legal right share where a parent is domiciled in, or owns land in, the Republic.
- Gifts to an Irish-resident child that use up their €400,000 threshold early, leaving the later inheritance exposed.
- Selling or ceasing to farm Irish land within six years, triggering a clawback of agricultural relief.
- Long-running UK discretionary trusts holding Irish assets, which may pay the 6% and 1% Irish charges as well as UK ten-year charges.
- Moving across the border without checking the IHT tail and the CAT residence rules first.

How we help

We review your assets on both sides of the border, your residence history and your family's circumstances. We model IHT and CAT side by side, prepare coordinated NI and Irish wills and enduring powers of attorney, and, when the time comes, take out both grants and deal with HMRC and Revenue together. We review the plan whenever the law changes, a family member moves, or land or a business is bought or sold, so that it stays effective as circumstances develop.

Bring to your first meeting

A list of assets and where they are, with rough values. Your residence history over the last 20 years. Copies of any existing wills in either jurisdiction. Details of earlier gifts to your children. Pension and life policy details, and any farm or company accounts. Details of any trusts you have created or benefit from, and of anyone who farms or leases your land.

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The law is rarely one size fits all. While the same legal principles apply, every case turns on its own facts. This guide is reviewed and updated as the law and tax rules change. This briefing is general information based on the law and rates in force in October 2026. The worked examples are simplified and illustrative, using €1 = £0.85. The Irish Budget and the UK Budget may change the figures. Please take advice before acting.



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protecting your ideas: intellectual property explained



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Client briefing · October 2026 · copyright, designs, patents, trade marks and making money from ideas

UK, Ireland, Europe and worldwide

A good idea is valuable only if you can stop others from copying it. **Intellectual property** is the set of legal rights that lets you own, protect and earn money from what you create: a brand, a design, a piece of writing or software, or an invention. This briefing explains, in plain terms, the four main rights, how each is obtained, what it costs, and how we and a specialist attorney work together to protect you, from first idea to first royalty cheque.

The four main rights at a glance

	Copyright	Designs	Patents	Trade marks
Protects	Original written, artistic, musical and dramatic work, software, photographs, recordings	The appearance of a product: shape, lines, colours, texture, ornament	Inventions: how something works, is made or does something new	Brands: names, logos, slogans and other signs that identify your goods or services
How you get it	Automatically, on creation. No registration in the UK	Some protection is automatic; stronger protection by registration	Only by application and examination	Some rights by use; full protection by registration
How long	Usually the author's life plus 70 years	Registered up to 25 years; unregistered 3 to 15 years	Up to 20 years, with yearly renewal fees	10 years, renewable forever
UK official fee	None	From £60	£405 to file, search and examine	£205 for one class, £60 per extra class
Who registers it	Not applicable	UK IPO	UK IPO or European Patent Office	UK IPO, EUIPO or WIPO

The golden rule: protect before you disclose

A patent is lost if your invention is made public before you file, even by you. A demonstration at a trade fair, a post online or a pitch to an investor without a confidentiality agreement can destroy the right for ever. Talk to us before you show your idea to anyone.

Ideas alone are not protected

The law protects how an idea is expressed, designed, built or branded, not the bare idea itself. That is why written agreements, careful records and timing matter so much, and why confidentiality is often your only protection in the early days.

Confidential information

Know-how, recipes, customer lists and processes that are kept secret can be protected indefinitely by contract and the law of confidence, as long as they stay secret.

Domain names and social handles

Register your name as a domain and on social media as soon as you choose it. They are not trade marks, but losing them to someone else is costly.

Passing off

Even without registration, the law stops others misrepresenting their goods as yours, if you can prove an established reputation. It is a valuable backstop, but slow and expensive.

Copyright and designs under the Copyright, Designs and Patents Act 1988

Copyright

Copyright arises automatically when original work is recorded in some form, on paper, in a file or on film. It protects books, articles, reports, website text, software code, drawings, plans, photographs, music, films and broadcasts. There is nothing to file in the UK or Ireland.

- **What it stops:** copying, issuing copies, performing, adapting or communicating the work to the public without permission.
- **What it does not stop:** someone else creating something similar independently, or using the underlying idea.
- **How long:** literary, artistic, musical and dramatic works last for the author's life plus 70 years. Sound recordings and broadcasts last for shorter fixed periods.
- **Moral rights:** the author can insist on being named and can object to derogatory treatment, unless those rights are waived in writing.

Who owns it? The trap with contractors

Work created by an employee in the course of employment belongs to the employer. But work created by a freelancer, a web designer, a photographer or a consultant belongs to them, even though you paid for it, unless there is a written assignment. Many businesses discover too late that they do not own their own logo or software. We prepare assignments that fix this.

Software and databases

Computer code is protected by copyright as a literary work. Databases may also have a separate database right where there has been substantial investment in obtaining or presenting the contents. Neither protects the functionality or the underlying idea, so software businesses rely heavily on licence terms and confidentiality.

Earning from copyright

You can sell copyright outright by written assignment, or keep it and grant licences for particular uses, territories and periods in return for fees or royalties. Licences can be exclusive or non-exclusive. We draft both, and make sure you keep what you mean to keep.

Designs

Design law protects how a product looks. There are three layers in the UK:

Right	How obtained	Protection
Registered design	Application to the UK IPO, from £60	Up to 25 years in five-year renewals. Protects against copying and independent similar designs
UK unregistered design right	Automatic, for the shape of an original article	Up to 15 years from creation, or 10 years from first sale. Copying only
Supplementary unregistered design	Automatic, on first disclosure in the UK	3 years. Copying only

A design must be new and have individual character. There is a 12-month grace period, so you can test the market before registering, but registering early is safer. For the Republic and the rest of the EU, an EU registered design from the EUIPO gives protection across all member states.

Keep a record

Because copyright and unregistered designs are not registered, you must be able to prove what you created and when. Keep dated drafts, sketches, source files and emails. A copy lodged with us, or a signed and dated file, can be decisive evidence in a dispute.

Copying is not always obvious

Infringement does not need an exact copy. Taking a substantial part, judged by quality rather than quantity, can be enough. Equally, two works can look alike without either being a copy. Take advice before accusing anyone, as unjustified threats can themselves lead to a claim.

Patents: what can be patented, the process, and the cost

The tests for a patent

Under the Patents Act 1977, an invention can be patented only if it is:

- **New:** not made public anywhere in the world before the filing date, in any form, including by the inventor.
- **Inventive:** not obvious to a skilled person in that field, given what is already known.
- **Industrially applicable:** capable of being made or used in some kind of industry, including agriculture.
- **Not excluded:** not one of the things the law says cannot be patented.

What can and cannot be patented

Usually patentable	Not patentable as such
New machines, tools and devices	Discoveries and scientific theories
New products, materials and chemical compounds	Mathematical methods
New manufacturing processes	Artistic, literary or aesthetic creations (these get copyright)
Improvements to existing products	Business methods, schemes, rules for games
Software that produces a real technical effect	Computer programs as such, and presentations of information
Medical devices and new uses of known drugs	Methods of treating or diagnosing people or animals; plant and animal varieties

From idea to granted patent

1 Search and draft

A patent attorney checks earlier patents and publications, then drafts the specification and claims, the precise wording that defines your monopoly.

2 File: your priority date

The UK application fixes your date. From then you can talk more freely, still preferably under NDA.

3 Search report, about 6 months

The UK IPO reports the closest earlier material.

4 Decide on abroad within 12 months

File an international (PCT) or European application, claiming your UK date.

5 Publication at 18 months

The application becomes public.

6 Examination and grant, 2 to 4 years

Objections are answered and the claims amended. Once granted, renewal fees are paid yearly from the fifth year, for up to 20 years.

Europe and Ireland

A single European patent application to the European Patent Office can cover the UK, Ireland and over 35 other countries, then splits into national rights. A unitary patent covers participating EU states in one right, but not the UK.

What a patent costs

UK official fees are £405 to file, search and examine, plus renewals of £90 to £810 a year. The larger cost is the patent attorney's work drafting and prosecuting the application: typically several thousand pounds for a UK patent. Protection in several countries commonly runs to tens of thousands of pounds over the life of the patent. Budget for this before you file abroad.

Who owns an employee's invention?

Under section 39 of the Patents Act 1977, an invention made by an employee in the course of their normal duties usually belongs to the employer. Anything else belongs to the employee. In exceptional cases an employee may claim compensation where the patent is of outstanding benefit. Contracts should make the position clear.

The Patent Box

A company that owns, or exclusively licenses, a granted patent can elect for profits from it to be taxed at an effective 10% corporation tax rate, instead of up to 25%. For a successful product this can be worth far more than the cost of the patent.

Trade marks: what can be registered, and where

The elements of a registrable trade mark

A trade mark is a sign that tells customers who your goods or services come from. To be registered in the UK it must be:

- **A sign** that can be shown clearly and precisely on the register: a word, logo, slogan, shape, colour, sound or a combination.
- **Distinctive**: able to distinguish your goods or services from others. Invented words, such as KODAK, are strongest.
- **Not descriptive** of the goods, their quality, purpose or origin. "Fresh Bread" for a bakery will be refused.
- **Not deceptive**, generic or contrary to public policy.
- **Not in conflict** with an earlier identical or similar mark for the same or similar goods, which the owner can oppose.

Registering with the UK IPO

- Search the register for earlier marks; ideally have an attorney carry out a clearance search.
- Choose the classes. There are 45 classes of goods and services, and you pay for each one.
- File online: £205 for one class and £60 for each extra class.
- Examination takes about a month, then the mark is published for a two-month opposition period, extendable to three.
- If there is no opposition, the mark is usually registered in four to six months. Renew every 10 years, at £245.

™ and ®

You can use ™ with any brand. Using ® for a mark that is not registered is a criminal offence. Unregistered brands can sometimes be protected by an action for passing off, but this is expensive and requires proof of goodwill. Registration is far simpler and cheaper.

UK, Europe or worldwide?

Register	Covers	Approximate official fee
UK IPO	England, Wales, Scotland and Northern Ireland	£205, plus £60 per extra class
EUIPO (EU trade mark)	All 27 EU states, including the Republic of Ireland, but not Northern Ireland	€850 for one class, €50 for the second, €150 for each further class
Irish national mark	The Republic only	Modest national fee
WIPO (Madrid system)	One application designating any of over 130 countries, based on your UK mark	A basic fee of about 650 Swiss francs, plus a fee for each country

Trading on both sides of the border

Since Brexit, an EU trade mark no longer covers any part of the UK, and a UK mark does not cover the Republic. A business selling in Newry and Dundalk normally needs both a UK mark and an EU or Irish mark.

Typical total cost to obtain protection

UK trade mark	£700–£1,500
EU trade mark	£1,500–£2,500
International mark, 3 countries	£3,000–£5,000
UK patent to grant	£5,000–£10,000
Patent in 4 to 6 countries	£30,000–£100,000

log scale - official fees plus typical professional fees

Broad indications only, including typical professional fees. Every case is different, and we obtain a written quotation from the attorney before any work begins.

How strong is your brand name?

Type	Example	Strength
Invented word	KODAK, XEROX	Strongest
Real word, unrelated meaning	APPLE for computers	Strong
Hints at the product	NETFLIX	Usually registrable
Describes the product	QUICK CLEAN for a cleaner	Usually refused
The product's name	BREAD for bread	Never registrable

Before you launch a new brand

Search the UK, EU and Irish registers and Companies House. Check domain names and social handles. Have an attorney run a clearance search for similar marks. File your application before you spend on signage, packaging or advertising. Then put a written assignment in place for the logo from whoever designed it.

From idea to income: Ciara's new farm gate latch

Ciara, a farmer near Newry, has designed a gate latch that a dog cannot open but a person can with one hand. She wants to manufacture it, sell it in both jurisdictions and license it to a larger company. This is how we would work together.

Stage	What happens	Who	Typical cost
1 Keep it secret	Ciara does not post the idea online, show it at the agricultural show or demonstrate it to anyone without a written non-disclosure agreement	Ciara, with our NDA	Fixed fee
2 Set up the business	We form a company, with Ciara and her investor as shareholders, a shareholders' agreement, and a written assignment of the invention to the company	Us	Fixed fee
3 Patent search and filing	A patent attorney searches for earlier latches, drafts the specification and files a UK application, fixing the priority date	Patent attorney	£405 official, plus attorney fees
4 Brand	The name LATCHSAFE is cleared and filed as a UK trade mark, and as an EU trade mark for sales in the Republic	Trade mark attorney	£205 UK and €850 EU, plus fees
5 Talk to manufacturers	Every manufacturer signs our NDA before seeing the drawings. Prototypes are made under a development agreement confirming Ciara's company owns all improvements	Us	Per agreement
6 Decide on abroad	Within 12 months of filing, Ciara decides whether to file a European or international application, based on the interest she has received	Attorney, with us	Thousands, rising over time
7 License and earn	We negotiate an exclusive licence for Ireland and Britain with a royalty of a percentage of net sales, minimum annual payments, audit rights, quality control and termination if sales targets are missed	Us	Per agreement
8 Grow and protect	Renewal fees are diarised, copycats receive properly framed letters, and patent profits may qualify for the Patent Box lower corporation tax rate	Us, attorney and accountant	Ongoing

Patents and trade marks: the real differences

	Patent	Trade mark
Protects	How a thing works	The name or sign it is sold under
Test	New, inventive, industrial	Distinctive, not descriptive, not conflicting
Secrecy before filing	Essential	Not needed, but file before launch
Time to register	2 to 4 years or more	4 to 6 months
Cost	Thousands to tens of thousands	Hundreds to low thousands
Duration	20 years maximum	Indefinite, with renewals
Complexity	Technical drafting essential	Simple; many file themselves

Why the order matters

If Ciara had shown the latch at the Balmoral Show before filing, her patent would be lost, however good the invention. If she had paid a freelance designer without an assignment, the designer might own the drawings. If she had launched under a name already registered by someone else, she could be forced to rebrand. Each of these mistakes is easily avoided at the start, and very expensive to fix later.

Our role and the attorney's role: from inception to income

Protecting and exploiting an idea needs two kinds of specialist. Registered patent and trade mark attorneys handle searching, drafting and filing at the registries. We handle the legal structure and the agreements through which an idea is protected, owned, shared and turned into income. We work with independent attorneys, and coordinate both sides for you.

What we do

- **Non-disclosure agreements**, one-way or mutual, for investors, manufacturers, developers and potential partners.
- **Assignments** of intellectual property from founders, contractors, designers and developers into your business.
- **Joint venture agreements** setting out who contributes what, who owns the results, and how profits are shared.
- **Licence agreements**, exclusive or non-exclusive, by territory and field, with royalties, minimum payments, audit rights and quality control.
- **Profit and royalty share agreements** between inventors, investors and family members.
- **Manufacturing, distribution and franchise agreements** that protect your rights when others make or sell your product.
- **Company formation and shareholders' agreements**, including holding intellectual property in a separate company.
- **Employment and consultancy contracts** with confidentiality and IP ownership clauses.
- **Enforcement**: letters before action, passing off and infringement claims, and settlements.
- **Sale and investment**: IP due diligence when you sell the business or raise funds.

What the attorney does

- Searches the registers and earlier publications.
- Advises whether an invention is likely to be patentable, or a brand registrable.
- Drafts patent specifications and claims, and settles trade mark and design applications, including the choice of classes.
- Files at the UK IPO, EUIPO, EPO and WIPO, and answers the examiners' objections.
- Manages oppositions, renewals and international filing deadlines.

Working together

We introduce you to an appropriate attorney and obtain their quotation. We make sure the NDAs are in place before anything is disclosed, and that ownership is in the right name before anything is filed. When rights are granted, we put the licences and agreements in place that let you earn from them.

Talk to us first

The cheapest and most effective protection is put in place before you tell anyone about your idea. A short meeting at the start can save the right itself.

What a good NDA covers

A clear definition of the confidential information; the permitted purpose and nothing else; who within the other business may see it; a ban on reverse engineering and on filing their own patents; return or destruction of materials; how long the duty lasts; and Northern Ireland law and courts. A one-page download from the internet rarely covers these properly.



rights of way in Northern Ireland lanes, roads and access



THE
LAW GROUP
INCLUSIVE LEGAL SERVICES

Client briefing · October 2026 · public and private rights, prescription, laneways, lenders and disputes

Homes, farms and commercial property

Few things cause more trouble in Northern Ireland property than access. A shared lane, a path across a field or a gateway onto a county road can decide whether a house can be sold or mortgaged, whether a site can be developed, and whether neighbours stay on speaking terms. **This briefing explains how rights of way arise, how they are proved, protected and enforced, and how to put them on a proper legal footing**, before a buyer, a lender or a neighbour asks the question.

Public and private rights of way

	Public right of way	Private right of way
Who can use it	Everyone	Only the owners and occupiers of the land that benefits
How it arises	Dedication by the landowner and acceptance by public use, or by statute or order	Deed, implication on a sale, or long use (prescription)
Who looks after it	Adopted roads: DfI Roads. Paths: the local council asserts and protects them	The users, as agreed; the landowner usually has no duty to repair
How it ends	Only by legal process, such as an abandonment or extinguishment order	By release, merger of ownership, or proven abandonment

Dedication to the public

A public right of way arises where a landowner intends to dedicate a route to the public and the public accept it by using it. Dedication can be inferred from long, open public use without objection. Under the Access to the Countryside (NI) Order 1983, district councils must assert, protect and keep open public rights of way, and can make orders creating, diverting or extinguishing public paths.

Once a way is public, the landowner cannot simply close it, and the right is not lost by disuse. A private owner who wants to prevent dedication should make it clear, by signs or occasional closure, that use is by permission only.

The first rule

If there is a track, a lane, a gap in a hedge or a worn path on the ground, there is very probably a right of way of some kind, whether or not it appears on any title. Assume a right exists until it is shown that it does not.

Rights that bind without registration

Under Schedule 5 to the Land Registration Act (NI) 1970, certain burdens affect registered land even though they are not shown on the folio, including many rights of way acquired by long use. A clean folio does not mean the land is free of rights of way.

Implied rights

When an owner sells off part of their land, such as a site, rights needed to use it, or obviously enjoyed with it, can pass by implication even if the deed is silent. Confirm them in writing.

Other easements

The same rules apply to rights of drainage, water supply, support, light and to run services. They cause the same problems.

Commercial property

Service yards, loading bays, shared car parks and estate roads depend on rights of way for vehicles. Width and vehicle type are critical.

Who owns the laneway, county roads, and rights acquired by long use

Agricultural laneways

Many rural laneways in Northern Ireland have never been conveyed to anyone. When farms were first registered under the Land Registration Acts, the adjoining owners were often given registered title up to the middle of the lane. This reflects the old presumption that owners on either side own to the centre line.

The result is that the bed of a single laneway may belong, in strips, to several farm families, while the houses along it rely on rights of way over every strip. Those rights are often unwritten, and the owners of the bed may have changed many times. Some strips may be unregistered, or owned by someone who has died or cannot be traced.

County roads

The same is true of many public roads. Adjoining folios frequently run to the middle of the road. The owner holds that ground subject to the public's right of passage, and an adopted road is maintained by DfI Roads. A registered title to the centre of a road gives no right to obstruct it, and it remains subject to all public and private rights of way over it.

Other evidence of a right of way

Old Ordnance Survey and Griffith's Valuation maps, aerial photographs, the title deeds of neighbouring land, Land Registry folio maps, planning files, statutory declarations from long-standing neighbours, and the physical signs on the ground: gates, walls, kerbs, surfacing and worn tracks.

Registering a right acquired by use

A right acquired by long use can be registered against the servient folio. The application is supported by statutory declarations describing the use, its route and its duration, and a map. The Land Registry gives the owner of the lane notice and an opportunity to object. Once registered, the right is clear to every future buyer and lender.

Folio maps are not boundary surveys

Land Registry maps in Northern Ireland show general boundaries only. A lane on a map may not follow the route on the ground. A surveyor's check shows whose land it actually crosses.

Rights acquired by long use: prescription

A private right of way can be acquired by 20 years' use, under three overlapping routes:

- **Common law:** use since "time immemorial", presumed from 20 years' use but defeated by showing the right could not have existed at some point since 1189.
- **Lost modern grant:** the courts presume, from 20 years of use, that a deed granting the right was made and later lost. This is the route most often relied on.
- **The Prescription Act 1832**, extended to Ireland in 1858, provides for periods of 20 and 40 years.

In each case the use must have been "**as of right**": nec vi, nec clam, nec precario. That means not by force or against objection, not in secret, and not by permission. Use by permission, however long, never creates a right. The use must also be continuous, by the owners or occupiers of the land that benefits, and against an owner who could have stopped it.

How much use does it allow?

A prescriptive right is limited to the kind and intensity of use enjoyed during the 20 years. A right to bring a tractor to a field does not automatically allow access for eight houses or a commercial yard. A radical change in the use of the land that benefits can exceed the right and be stopped by the owner of the lane.

Reform has not come

The Republic reformed prescription in 2009. In Northern Ireland the Law Commission recommended modernisation, but the old and uncertain rules still apply. Until they change, careful documentation is the only real protection.

Use by tenants and family members

Use by a tenant, a licensee or a relative living on the land can count, but rights claimed by long use are acquired for the owner of the land. Use while both pieces of land were owned by the same person does not count at all. Where the lane was let, the landlord may not have been able to object, which can affect the claim.

Resurfacing, services, lenders, abandonment and dividing land

No automatic right to resurface

A person with a right of way may carry out reasonable repairs so the way can be used as the right allows. They cannot improve or change it without the landowner's consent: tarring a grass or gravel track, widening it, adding kerbs or lighting, or altering drainage. The owner of the lane usually has no duty to repair it either. Where several houses share a lane and nobody owns the bed, nobody may be entitled to resurface it at all.

Pipes, cables and drains

A right of way is a right to pass, nothing more. It does not include a right to lay water pipes, sewers, electricity or broadband cables under or along the lane. A separate right, a wayleave or easement for services, is needed from every owner of the ground affected. Where the owners of the lane bed cannot be identified, there may be nobody who can grant it.

Why lenders are cautious

Mortgage lenders require a property to have adequate legal rights of access and services. A house reached by an informal lane, with no written grant from the registered owners of the bed, is a common reason for a mortgage offer to be delayed, made conditional or withdrawn. Lenders may accept statutory declarations of long use, a registered prescriptive right, or title insurance, but each case is judged individually. Sellers should deal with this before marketing, not after a buyer is found.

Abandonment is hard to prove

A right of way is not lost simply because it is not used. The courts require clear evidence of an intention to give up the right permanently. Non-use for decades, a gate left locked, or an overgrown path is usually not enough on its own. Never assume a neighbour's right has been abandoned, or build across a route, without advice.

Dividing land that has a right of way

When land with the benefit of a right of way is divided, for example when a farmer sells sites, each part usually keeps the benefit of the right, provided the overall burden on the lane does not become excessive. A deed of grant drafted for one farm may not be wide enough for several new houses. Check before selling sites, and before buying one.

Created by deed or by use

	By deed (express)	By long use (prescription)
Certainty	Clear route, width and purpose	Must be proved from evidence
Extent	As stated in the deed	Limited to the past use
Services and repair	Can be included	Not included
Registration	Registered as a burden and benefit on the folios	Can be registered with evidence, after notice to the owner
Lenders	Usually accepted	Often needs declarations or insurance

Formalising a right of way

The best solution is a deed of grant from every owner of the ground crossed, defining the route on a map, its width and permitted use, rights to lay and maintain services, and how repair and resurfacing costs are shared. The deed is registered against each folio. Where a right has been used for 20 years, it can often be registered on the strength of statutory declarations and a surveyor's map.

Enforcing a right of way: injunctions, undertakings and title insurance

When access is blocked

1 Gather the evidence

Photographs, maps, title documents, and dated statements from neighbours about how long and how the way has been used.

2 Letter before action

A formal letter setting out the right, the interference, and what must be done by a set date.

3 Mediation

Neighbours have to live together. A mediated agreement, recorded in a deed, is often quicker, cheaper and more lasting than a court order.

4 Court proceedings

In the County Court or the High Court, claiming a declaration of the right, an injunction to remove the obstruction, and damages.

5 Urgent cases

Where access is cut off, an interim injunction can be sought quickly, sometimes within days.

Injunctions and undertakings

An **injunction** is a court order requiring someone to do, or stop doing, something: to remove a gate, a fence or a pile of rubble, or not to obstruct the lane. Breach is contempt of court. To obtain an interim injunction, the applicant usually has to give an **undertaking in damages**: a promise to compensate the other side if it later turns out the injunction should not have been granted.

Often the other side will instead give an **undertaking** to the court, a formal promise not to obstruct the way until trial. It has the same force as an injunction, and avoids a contested hearing.

Act promptly, but proportionately

Delay can weaken a claim for an injunction. But litigation over a few yards of lane can cost far more than the land is worth, and costs usually follow the result. We always look first for a negotiated and documented solution.

Title insurance

Where a right of way cannot be proved or formalised in time, title (indemnity) insurance can often be obtained. It covers the loss of value, and the cost of defending a claim, if a right of access or services is successfully challenged. Most lenders accept suitable cover.

Insurance is generally not available once the owner of the lane has been approached about the right, or a dispute has started. It is also not a substitute for a proper grant where one can be obtained. It should therefore be considered before any approach is made.

Altering, varying or releasing a right of way

Rights of way can be moved, narrowed, widened, extended to new uses, or released altogether, but only by agreement of everyone with an interest, recorded by deed and registered. Diverting a lane around a new house, adding a right to lay services, or converting a farm right into a residential one are all done this way. Lenders with charges over either property may also need to consent.

Costs

In court, the losing party is usually ordered to pay a large part of the winner's legal costs, as well as their own. A realistic assessment of the evidence, early offers to settle and mediation all help to control that risk. We give you an estimate at each stage.

Keep a record

Date-stamped photographs of the lane every year, a note of who uses it and for what, and copies of any letters or conversations about it can be decisive evidence years later. Start the record now.

The laneway in County Armagh: eight houses, many owners, no title

A 500-metre gravel laneway leaves a county road in south Armagh and climbs to eight houses. The oldest has stood for more than 100 years. The newest was built five years ago on a site sold off by a farmer. The bed of the lane appears on nobody's title as a separate parcel.

Who owns what?

- Searches show that the farm folios on each side run to the **centre of the lane** for most of its length. Two farm families therefore own the bed in strips.
- One short section beside an old cottage is **unregistered**, and the last owner on the Registry of Deeds died in the 1960s.
- The seven older houses have used the lane on foot and by vehicle for well over 20 years, so they very probably have **prescriptive rights**, but none is written down.
- The newest house has only been there five years, so **it cannot rely on prescription**. Its owner has an express grant from the farmer who sold the site, but that farmer owns only half the width of part of the lane.

The problems

- The residents want to resurface the lane and lay a new water main and fibre cable. They have no right to do either over land they do not own.
- One of the farm families objects to tarmac, fearing faster traffic past the farmyard.
- A buyer for the newest house cannot get a mortgage offer, because the lender requires access over the whole lane.

If agreement had not been reached

The seven older houses could have applied to register their prescriptive rights, and could have defended them in court if challenged. The newest house would have needed title insurance, which covers loss of value but gives no physical right to resurface or lay services. Its sale might well have failed. The new water main and fibre cable could not have been laid over land whose owners refused consent.

How we resolved it

Step	
1	Title investigation of every folio along the lane, and Registry of Deeds searches for the unregistered section
2	A surveyor's map of the lane, the boundaries of each strip, and the proposed service route
3	Statutory declarations from long-standing residents, proving more than 20 years' use for the seven older houses
4	Negotiation with both farm families, leading to a single deed of grant: rights of way for all eight houses, rights to lay and maintain services, and agreed resurfacing in gravel with speed bumps at the farmyard
5	A lane maintenance agreement sharing costs between the eight households and the farms
6	Title insurance for the short unregistered stretch, where no owner could be found
7	Registration of the rights on every folio, and confirmation to the buyer's lender

The lesson

The sale of the newest house was saved, and the value of all eight was protected for the future. It was cheaper because everyone acted together, before any dispute had hardened.

Timescale and cost

From first meeting to registration took about five months. The legal, survey and insurance costs were shared between the eight households, and cost each a fraction of what a single court case would have cost.

What we do, what we cannot do, and what you should tell us

When you buy, sell, mortgage or develop property, our job is to investigate the title and make sure the rights you need are in place, or that the risks are understood. We can only ask the right questions if we know what to look for.

Please tell us about any lane, path, gateway, shared drive or access across someone else's land, or across yours, however informal it seems.

What we do

- Examine the folios, maps and deeds for express rights of way, burdens and boundaries.
- Raise enquiries and requisitions with the other side about access, services and disputes.
- Prepare statutory declarations of long use, and apply to register prescriptive rights.
- Draft deeds of grant, variation, diversion and release, and lane maintenance agreements.
- Arrange title insurance where appropriate, before any approach is made.
- Negotiate with neighbours and their solicitors, and mediate disputes.
- Act in court for declarations, injunctions and damages where agreement cannot be reached.

What we do not do

- We do not inspect the property or walk the lane.
- We do not confirm that title maps match the boundaries on the ground. That needs a surveyor or architect.
- We cannot see rights that are used on the ground but not written down, unless you or the seller tell us.

Buying rural property: a checklist

Walk the whole access route. Ask who owns every part of the lane, and who maintains it. Ask how water, power and broadband reach the property, and over whose land. Ask the seller for anything in writing about the lane, and about any disagreements. Tell your lender's broker about any informal access at the outset.

What can be achieved, and what cannot

Usually achievable

Registering a right that has been used openly for 20 years; a negotiated deed of grant and maintenance agreement; title insurance to satisfy a lender; an injunction to remove an unlawful obstruction.

Not achievable without agreement

Forcing a landowner to allow resurfacing, widening or new services; extending a farm right to new houses; proving a right that has existed for less than 20 years and was never granted; or making an unregistered strip owned by an untraceable person yours.

Traps to avoid

Asking for or accepting permission to use a route: use by permission cannot create a right, and an approach can damage a claim still being established. Contacting the owner before insurance is in place. Blocking a neighbour's route on the assumption the right has been abandoned. Buying a site served by an informal lane without checking the lender's requirements. Relying on a planning permission, which grants no legal right of access.



divorce in Northern Ireland a guide



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Client briefing · October 2026 · jurisdiction, grounds, procedure, money, costs and children

The first of three family law guides

The end of a marriage is one of the hardest things anyone goes through. Understanding the process takes away some of the uncertainty. **This guide explains who can divorce in Northern Ireland, on what grounds, in which court, how long it takes and what it costs**, and gives an introduction to how money, property and pensions are divided. Two sister guides cover those subjects in detail: **Money and property on divorce: ancillary relief**, and **Children and family breakdown**.

The law in brief

Divorce in Northern Ireland is governed by the Matrimonial Causes (Northern Ireland) Order 1978. There is one ground: that the marriage has **broken down irretrievably**. That must be proved by one of five facts, set out on page 2.

Northern Ireland has **not** adopted the “no-fault” divorce introduced in England and Wales in 2022. Unless you have been separated for at least two years, one spouse must still rely on the other’s conduct.

No petition can be presented within the **first two years of the marriage**. In that period, a decree of judicial separation, or protective orders, may be available instead.

The same rules apply, with small differences, to the dissolution of a civil partnership.

Why use a solicitor?

- Choosing the right fact and the right court, and drafting the petition so it does not inflame matters unnecessarily.
- Checking jurisdiction, especially where one spouse lives in the Republic or abroad.
- Arranging proper service, and dealing with a spouse who will not cooperate.
- Protecting your share of the home, savings and pensions before anything is sold or moved.
- Timing the decree absolute so you do not lose pension or inheritance rights.
- Making sure any agreement is turned into a binding court order.
- Keeping the children’s interests at the centre throughout.

Your first steps

Gather your marriage certificate, and details of income, property, savings, debts and pensions for both of you. **Do not move out, sell anything or sign anything about money until you have taken advice.**

If you are at risk

Where there is violence or abuse, protection comes first. Non-molestation and occupation orders can be obtained urgently, sometimes the same day. Domestic abuse is also a criminal offence in Northern Ireland. Contact us or the police immediately.

Judicial separation

Formally separates you without ending the marriage. It is useful within the first two years, or for religious or other reasons, and the court can still make financial orders.

Nullity

Declares that a marriage was void from the start, or voidable, for example where it was never consummated or consent was not valid. Rare, but sometimes important.

Civil partnerships

Dissolution follows almost identical rules, except that adultery is not available as a fact. Behaviour is used instead.

Who can divorce in Northern Ireland, and the five facts

Jurisdiction: can the court here hear your divorce?

It does not matter where you married. A Northern Ireland court can deal with your divorce if, on the day the petition is presented, any of the following applies:

Test	
1	Both of you are habitually resident in Northern Ireland
2	Both of you were last habitually resident here, and one of you still is
3	The respondent is habitually resident here
4	The petitioner has been habitually resident here for at least a year immediately before
5	The petitioner is domiciled and has been habitually resident here for at least six months immediately before
6	Either of you is domiciled in Northern Ireland

“Habitual residence” means where you normally live and have your settled life. “Domicile” means the country you regard as your permanent home.

One spouse in the Republic

If the other spouse lives in the Republic, the courts there may also have jurisdiction, but an Irish divorce requires two of the last three years living apart. Since Brexit there is no automatic rule about which court goes first. Where you start can affect how money is divided, so take advice before either of you issues proceedings.

Divorces granted elsewhere

A divorce obtained in the Republic, England, Scotland or most other countries is usually recognised in Northern Ireland, provided it was validly obtained there. A financial claim may still be possible here after a foreign divorce in some cases.

A marriage that took place abroad can be dissolved here if the jurisdiction tests are met. You will need the original or a certified copy of the marriage certificate, with a translation if it is not in English.

The five facts

Fact	What must be shown
Adultery	The respondent committed adultery, and the petitioner finds it intolerable to live with them. Adultery is only sexual intercourse with a person of the opposite sex
Behaviour	The respondent has behaved in such a way that the petitioner cannot reasonably be expected to live with them. This covers violence and domestic abuse, coercive or controlling conduct, and less dramatic behaviour such as neglect, cruelty or financial irresponsibility
Desertion	The respondent left without good reason and without consent, for at least two years
Two years' separation, with consent	You have lived apart for two years and the respondent consents in writing
Five years' separation	You have lived apart for five years. No consent is needed

You can be “living apart” under the same roof if you lead completely separate lives. Short reconciliations of up to six months in total do not restart the clock.

A divorce cannot be blocked for ever

A spouse can delay a divorce by refusing consent or defending a behaviour petition. But after five years' separation, a divorce can be granted without their agreement. The only defence, that the divorce would cause grave financial or other hardship, very rarely succeeds. Sooner or later, a determined spouse will obtain a divorce.

Behaviour petitions are usually drafted in moderate terms, often agreed in advance, to reduce conflict. A petition is not the place to win arguments about money or children.

Only one spouse petitions. The other is the respondent. Being the respondent does not mean you are at fault, and it does not affect the division of money or the arrangements for children.

Which court, the documents, service and the steps to a decree

County Court or High Court?

A divorce petition can be issued in a divorce county court or in the Family Division of the High Court in Belfast. Most undefended divorces are dealt with in the county court.

	County Court	High Court
Best for	Most undefended divorces and straightforward finances	Defended divorces, complex or high-value finances, businesses, farms, trusts, international issues
Cost	Generally lower	Higher, with senior counsel more often involved
Speed	Often quicker for simple cases	Better suited to long or technical hearings
Transfers	A case can move between courts if it becomes defended, complex or more valuable than expected	

The documents

- **The petition**, setting out the parties, the marriage, jurisdiction, the fact relied on and the orders sought, including a claim for ancillary relief to protect your position.
- **The marriage certificate**, original or certified copy.
- **A statement of arrangements for children**, where there are children under 16, or under 18 and still in education. It sets out where they will live, schooling, contact and support, and the other parent is invited to agree it.
- **Written consent** from the respondent in a two-year separation case.
- The court fee, unless you are exempt or on legal aid.

This is not a complete list. Other documents are often needed, including long form birth certificates for all children of the marriage, certified copies of any court orders relating to the marriage, and reports confirming any disability or special educational needs of a child of the marriage.

Where the respondent lives outside Northern Ireland, service must follow the rules of the country concerned, which can take longer. We arrange this through agents where necessary.

From petition to decree absolute

1 Issue the petition

The documents are lodged with the court and the fee paid.

2 Service

The petition is sent to the respondent, usually by post with an acknowledgment of service form. If they do not return it, personal service by a process server, or service through a solicitor, is arranged. If the respondent cannot be found, the court can allow another method or dispense with service.

3 Acknowledgment

The respondent says whether they intend to defend. Most do not.

4 Undefended hearing

A short hearing at which the court considers the evidence. The petitioner may need to give brief evidence.

5 Decree nisi

A provisional decree. You are still married.

6 Decree absolute

Can be applied for six weeks after the decree nisi. Only then is the marriage ended.

How long does it take?

Timescales vary considerably and are largely outside our control. At present the Matrimonial Office of the High Court is taking several months to process applications and issue decrees. A defended divorce, a missing respondent or a dispute about jurisdiction can add many months more, and financial and children's matters run on their own timetable alongside. We will give you a realistic view for your case and keep you informed.

Defended divorces

A respondent who disputes the petition files an answer, and the case is heard in the High Court with evidence from both sides. Defended divorces are now uncommon, slow and expensive, and are rarely in either party's interest. Often a petition can be amended, or a different fact relied on, to avoid one.

Ancillary relief: how assets are divided on divorce

The divorce ends the marriage. It does not, on its own, divide the money. That is done through **ancillary relief**, the court's power to make financial orders on divorce, by agreement or after a contested hearing. This page is an introduction. Our sister guide, **Money and property on divorce: ancillary relief**, explains the process and the court's approach in detail.

What the court considers

Under Article 27 of the 1978 Order, the court must have regard to all the circumstances, giving first consideration to the welfare of any child under 18. It looks in particular at:

- each party's income, earning capacity, property and other resources, now and in the foreseeable future;
- each party's financial needs, obligations and responsibilities;
- the standard of living during the marriage;
- the ages of the parties and the length of the marriage;
- any disability;
- the contributions each has made, including looking after the home and family;
- conduct, but only where it would be inequitable to disregard it, which is rare;
- the value of any benefit, such as a pension, lost by the divorce.

Fairness, not fault

The aim is a fair result in all the circumstances. Courts here follow the House of Lords in *White v White*: there is no presumption of equal division, but equality is the yardstick against which any departure must be justified. Fairness looks at needs, at sharing the fruits of the marriage, and sometimes at compensation. Who caused the breakdown almost never affects the money.

Help while the case goes on

Before the final order, the court can order maintenance pending suit: interim payments to meet a spouse's reasonable needs. It can also make orders to preserve the home or prevent assets being dissipated. Interim help can be sought early where one spouse controls the family finances.

The orders the court can make

Order	What it does
Maintenance	Regular payments for a spouse; child maintenance is usually dealt with by the Child Maintenance Service
Lump sum	A one-off payment, or payments by instalments
Property adjustment	Transfer or sale of the home or other property, or deferred sale until the children are older
Pension sharing	Splits a pension, giving the other spouse their own pension fund
Pension attachment	Part of a pension or lump sum paid to the other spouse when it comes into payment
Clean break	Ends all future financial claims between you

Pensions matter

Pensions are often the second-largest asset, and sometimes the largest. They must be valued properly, often with an actuary's report, and can be shared, offset against other assets, or attached.

Protecting the assets

If a spouse tries to sell, give away or hide assets to defeat your claim, the court can prevent the transaction by injunction, or set it aside afterwards as a reviewable disposition. Matrimonial home rights can be registered against the family home to protect your right to live there.

Do not rush the decree absolute

On decree absolute you stop being a spouse. You can lose widow's or widower's pension rights, and your rights under your spouse's will or on intestacy. It is usually wise to wait until the financial order is made, or at least agreed, before applying.

What divorce costs, who pays, and why each side usually bears its own

The divorce itself

An undefended divorce, with no disputes about money or children, is relatively modest in cost. The court fee and our fees are confirmed at the outset in our terms of business.

- In an **adultery or behaviour** petition, the petitioner can ask the court to order the respondent to pay the costs of the divorce. The court usually does so where the petition succeeds.
- In a **separation** case, costs are often shared or each side pays its own, and the respondent may make that a condition of consenting.
- Where a respondent **defends unsuccessfully**, or behaves unreasonably in the proceedings, they are likely to be ordered to pay the petitioner's costs.
- A petitioner who issues a hopeless petition, or abandons proceedings without good reason, may be ordered to pay the respondent's costs.

Ancillary relief: usually each side bears its own costs

In financial proceedings, the usual outcome is that each spouse pays their own legal costs, sometimes described as costs lying "back to back". There are good reasons for this:

- Both sides' costs are usually paid out of the same pool of family assets, so an order that one pays the other's costs simply reduces what that spouse receives, and can distort an otherwise fair division.
- There is often no "winner" in a financial case. The court is dividing assets fairly, not deciding who was right.
- It encourages both sides to negotiate realistically.

The court can depart from this where one party has behaved unreasonably: hiding assets, failing to disclose, refusing reasonable offers, or running up costs out of proportion to what is at stake.

Where one spouse controls the family money and the other cannot fund legal advice, the court can in some cases order a payment towards legal costs, so that both sides can be properly represented.

Offers that protect you on costs

A carefully drafted written offer to settle, made "without prejudice save as to costs", can be shown to the court once the case is decided. If the other side did not accept an offer that proves to be as good as, or better than, the outcome, the court may take that into account in deciding costs.

Controlling costs

The level of costs depends far more on how the case is conducted than on the size of the assets. Prompt and full disclosure, realistic expectations and a willingness to negotiate keep costs down. Litigation over modest sums can consume a large part of what is in dispute.

We give you an estimate at the start and update it as the case develops. You will receive regular bills, so there are no surprises.

Who checks the costs?

Where one party is ordered to pay the other's costs and the amount cannot be agreed, the bill is assessed ("taxed") by the Taxing Master of the High Court, or by the County Court. You also have the right to have your own solicitor's bill reviewed, as set out in our terms of business.

Legal aid

Civil legal aid may be available for divorce, financial and children's proceedings, depending on your income and capital. It is administered by the Legal Services Agency Northern Ireland. If you are eligible, your contribution may be reduced or nil. But in financial cases legal aid is usually a loan: under the statutory charge, the costs paid for you must be repaid from money or property you recover or keep. Our ancillary relief guide explains how this works.

Mediation and collaborative law

Many couples reach agreement through mediation or negotiation between solicitors, at a fraction of the cost of a contested hearing. An agreement should always be made into a court order to make it binding and enforceable.

Children, timing, and how we help

Children: an introduction

The divorce court must consider the arrangements proposed for any children, using the statement of arrangements. Most parents agree the arrangements between themselves. Where they cannot, either parent can apply for orders under the Children (Northern Ireland) Order 1995: residence (where the child lives), contact, and orders about specific issues such as schooling or moving abroad.

The child's welfare is the court's paramount consideration, and the court makes no order unless doing so is better for the child than making none. Our sister guide, [Children and family breakdown](#), covers residence, contact, specific issues and relocation in detail.

Timing

We do not publish a typical timetable, because every divorce depends on how quickly the other party responds, whether service is straightforward, and how long the court office takes to process each stage, which at present can be several months. Rather than raise expectations that may not be met, we will explain the steps that apply to you at our first meeting and update you as each one is completed.

Bring to your first meeting

Your marriage certificate; both parties' dates of birth and addresses; the children's names and dates of birth; recent payslips and tax returns; bank, savings and pension statements; details of the home, mortgage and any other property; and any letters already received from your spouse or their solicitor.

How we help

- A clear first meeting on jurisdiction, grounds, timing and likely costs.
- Drafting and issuing the petition and the statement of arrangements, and arranging service.
- Urgent protection: non-molestation and occupation orders, and preventing the sale or removal of assets.
- Full financial disclosure, valuations of property, businesses, farms and pensions, and negotiation.
- Representation at every hearing, with counsel where appropriate.
- Turning agreements into binding consent orders, including pension sharing.
- Cross-border advice where either of you, or your assets, are in the Republic.
- New wills and enduring powers of attorney once the marriage has ended.

Update your will

In Northern Ireland, divorce does not revoke a will, but gifts to the former spouse fail and they cannot act as executor. Separation alone changes nothing. Review your will, pension nominations and life policies as soon as you separate.

Our approach

We aim to resolve matters fairly, efficiently and with as little conflict as possible, especially where there are children. But where your interests need protection, we act firmly and promptly. Every case is different. We will tell you honestly what is realistic, what it is likely to cost, and how long it is likely to take, and we will keep you informed at every stage.



money and property on divorce: **ancillary relief** explained



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Client briefing · October 2026 · disclosure, pensions, maintenance, business and inherited assets, settlement

The second of three family law guides

A divorce ends the marriage, but it does not divide the money. That is done through **ancillary relief**: the court's power to make financial orders about income, property, savings, businesses and pensions. This guide explains how the court approaches that task in Northern Ireland, the difficult issues that arise, and how we help you reach a fair result. It follows our guide **Divorce in Northern Ireland**; a third guide, **Children and family breakdown**, covers arrangements for children.

Fair in all the circumstances

The court's powers come from Articles 25 to 27 of the Matrimonial Causes (NI) Order 1978. There is no formula. The court's task is to reach a result that is **fair in all the circumstances**, giving first consideration to the welfare of any child of the family under 18.

Northern Ireland courts follow the leading decisions of the House of Lords and Supreme Court, especially **White v White** and **Miller v Miller; McFarlane v McFarlane**. These set out three guiding principles:

- **Needs**: both parties, and above all the children, should be housed and provided for as far as resources allow.
- **Sharing**: assets built up during the marriage are the product of a partnership and are normally shared, with equality as the yardstick.
- **Compensation**: occasionally, for a spouse who gave up a career and suffered a lasting loss of earning power.

The key points in one place

Question	Short answer
Does fault matter?	Almost never
Is it 50:50?	Equality is the starting point for shared assets, but needs often justify a different split
Do pensions count?	Yes, and they are often the largest asset after the home
Do inherited assets count?	Usually treated differently, but they can be used to meet needs
Can I hide assets?	No. Non-disclosure leads to adverse findings, costs and the order being set aside
How long?	Agreed cases a few months; contested cases often 9 to 18 months
Are prenups binding?	Not automatically, but they can carry decisive weight

Agreement

Most cases settle by negotiation or mediation. The agreement is then made into a consent order.

Court application

If agreement is not possible, either spouse can ask the court to decide.

Final order

Whether agreed or imposed, only a court order is binding and enforceable.

Debts count too

Mortgages, loans, credit cards and tax bills are deducted. Debts run up for one spouse's own purposes may be left with that spouse.

The home in the meantime

Both spouses usually have a right to occupy the family home until the court orders otherwise. Moving out does not lose your share, but take advice first.

Children first

Housing and supporting the children shapes almost every financial outcome where children are young.

Full and frank disclosure, hidden assets, and how the court compels cooperation

The duty of full and frank disclosure

Each spouse must give the other, and the court, a complete and honest picture of their finances. This is a continuing duty: it lasts until the final order, and any material change must be disclosed. It covers:

- income from all sources, with payslips, P60s, tax returns and accounts;
- bank, savings, investment and credit union accounts, usually with 12 months of statements;
- property in Northern Ireland, the Republic or elsewhere, with mortgage statements;
- businesses, shareholdings, partnerships, farms and farm entitlements;
- pensions, with a cash equivalent transfer value for each;
- debts, liabilities and expected future income, bonuses or windfalls.

Disclosure is given on an **affidavit of means**, sworn as true, with supporting documents. Each side can then raise a **questionnaire** about gaps and inconsistencies.

Lifestyle tells a story

Where a spouse runs a cash business or claims a modest income, their spending often tells a different story: holidays, cars, school fees, credit card spending. Comparing declared income with lifestyle is a standard and effective way of testing disclosure. The court can find that a spouse's true income is higher than declared, and make its order on that basis.

CETVs: valuing pensions properly

Every pension must be valued by a **cash equivalent transfer value (CETV)**, obtained from the scheme. For defined contribution pensions it is usually a fair guide. For final salary schemes, such as the civil service, police, health and teaching schemes, the CETV can significantly understate the true value. An actuary's report is often needed to compare pensions fairly or to calculate a fair share.

When a spouse hides assets

The warning signs include unexplained cash withdrawals, transfers to family members, a business that suddenly does badly, delayed bonuses, new "loans", and money moved abroad or into cryptocurrency. The court has strong tools:

Tool	Effect
Orders for disclosure	Specific documents must be produced by a deadline
Third-party disclosure	Banks, accountants, employers or companies can be ordered to produce records
Adverse inferences	The court can find that a spouse has more than they admit, and divide the assets on that basis
Freezing and preventive injunctions	Stop assets being sold, moved or spent
Setting aside transactions	Dispositions made to defeat a claim can be reversed
Costs orders	The non-disclosing spouse pays the cost of uncovering the truth
Contempt of court	Breach of an order, or a false affidavit, can lead to fines or imprisonment

Orders can be reopened

A financial order obtained by non-disclosure or fraud can be set aside years later, even if it was agreed. Hiding assets does not pay.

Do not help yourself

Taking or copying a spouse's private papers, emails or passwords can be unlawful, and the material may be excluded. Tell us what you know, and we will use the proper procedures to obtain it.

Masters' directions, timescales, maintenance pending suit and the FDR

How a contested case runs

In the High Court, ancillary relief is case-managed by the Masters of the Family Division, under practice directions that require early disclosure, focused questionnaires and a timetable. In the County Court, the judge gives similar directions.

1 Application

A claim for ancillary relief, usually made in the divorce petition and then activated.

2 Affidavits of means

Both parties exchange sworn disclosure by a set date.

3 Directions

The Master sets a timetable for questionnaires, valuations, pension reports and expert evidence.

4 Valuations and replies

Property, business and pension values are obtained, and questionnaires answered.

5 Settlement hearing

A financial dispute resolution (FDR) or review appointment focused on agreement.

6 Final hearing

Evidence from both parties, and an order imposed by the court.

Agreed cases can be completed in a few months. A contested case commonly takes 9 to 18 months, longer where businesses, farms or international assets must be valued.

Preparing for the FDR

Make sure all valuations and pension reports are in, a clear schedule of assets has been agreed, and you know your realistic range. Make a sensible offer beforehand. Come prepared to stay all day and to make decisions on the day.

The FDR: what it is and how it works

A financial dispute resolution (FDR) appointment is a meeting with a judge or Master whose sole purpose is to help the parties settle. Each side sets out its offers, and the judge gives a frank, non-binding indication of the likely outcome at a final hearing.

- Everything said is without prejudice and cannot be used at the final hearing.
- The FDR judge cannot hear the final hearing.
- Parties attend in person and negotiate at court, often through the day.
- Many cases settle at or shortly after the FDR, saving the much higher cost of a final hearing.

Maintenance pending suit

From the start of the divorce until decree absolute, the court can order one spouse to make interim payments to the other, known as **maintenance pending suit**. It is designed for the spouse who has no or little income of their own while the case is decided.

- It is based on reasonable immediate needs: housing costs, bills and day-to-day living.
- It is decided quickly, on limited evidence, often within weeks.
- It ends at decree absolute, when interim periodical payments can take over until the final order.

Mediation

Family mediation, with a trained mediator and both spouses, often resolves financial issues at a fraction of the cost of court. Lawyers advise alongside and turn the agreement into a consent order. It is voluntary, and not suitable where there is abuse or a serious imbalance of power.

Collaborative law

In the collaborative process, each spouse and their specially trained lawyer commit to resolving matters through round-table meetings, without going to court. If it fails, both must instruct new lawyers, which gives everyone a strong incentive to agree.

How assets are shared: contributions, marriage length, inheritances and businesses

The factors the court weighs

Article 27 factor	In practice
Income, earning capacity and resources	Now and in the foreseeable future, including what a spouse could reasonably earn
Needs and obligations	Housing for each, especially the parent with the children
Standard of living	Relevant, but not guaranteed after separation
Ages and length of marriage	Shapes how much is shared and for how long
Disability	Increases needs, and can justify long-term support
Contributions	Financial and domestic contributions are valued equally
Conduct	Only if it would be inequitable to ignore it
Lost benefits	Chiefly pension and widow's rights

Money earned and work at home

The court does not prefer the earner over the homemaker. Bringing up children and running a home are treated as equal contributions to earning the family income. A spouse who earned all the money cannot claim a larger share on that ground alone. A genuinely exceptional “special contribution” is very rarely recognised.

Long and short marriages

After a long marriage, all the assets are usually treated as shared, and needs, often generously assessed, may take up most of them. After a short marriage without children, the court is more likely to return each spouse broadly to their position before the marriage. Cohabitation that moved seamlessly into marriage normally counts as part of the relationship.

Inherited and pre-marital assets

Assets brought into the marriage, or inherited or gifted by one spouse's family, are often treated as **non-matrimonial** and may be excluded from sharing. But:

- they can still be used to meet the other spouse's and the children's needs;
- an inheritance that has been mixed into family assets, such as paying off the mortgage, may become shared;
- the longer the marriage, the weaker the argument for excluding it.

Future inheritances are usually disregarded. While a parent is alive, they can change their will or need the money for care. Only where an inheritance is near-certain and imminent might the court take it into account.

Who gets a share of a business?

A spouse's business or shares are an asset like any other. A forensic accountant normally values them, considering profits, assets, liquidity and the tax payable on extraction. Because the business is often the family's income, the court tries not to kill the goose that lays the golden egg:

- the owner may keep the business, with the other spouse receiving more of the other assets;
- lump sums may be paid by instalments;
- a business owned by parents or siblings is not the spouse's asset, but any interest the spouse does hold, and the income it provides, will count.

Farms

Family farms raise the same issues, with added complications: land often inherited through generations, low income compared with capital value, single farm payment entitlements, and farming partnerships. Valuation and liquidity are central.

Pension sharing, spousal maintenance, child maintenance and education

Pension sharing orders

A **pension sharing order**, available under the Welfare Reform and Pensions (NI) Order 1999, transfers a percentage of one spouse's pension into a fund in the other spouse's own name. It achieves a clean break on pensions. The alternatives are:

- **Offsetting:** one spouse keeps the pension and the other takes more of the other assets. Simple, but pound-for-pound offsetting is rarely fair, as pension value is not the same as cash.
- **Attachment:** part of the pension is paid to the other spouse when it comes into payment. It does not achieve a clean break and ends on death or remarriage.

The aim may be to equalise pension income in retirement rather than CETVs, especially where one pension is a final salary scheme. Only the part built up during the marriage may be shared after a shorter marriage.

Spousal maintenance

- **How much:** based on the recipient's reasonable needs and the payer's ability to pay, judged against the marital standard of living.
- **How long:** the court must consider whether a clean break is possible, and whether maintenance should be for a fixed term so the recipient can adjust. Lifelong orders are now uncommon. Maintenance ends on remarriage, and can be varied if circumstances change.
- **Going back to work:** a parent who stayed at home is usually expected to increase earnings as the children grow, with a realistic transition. The court looks at qualifications, the time out of work, health and the children's needs. Nobody is forced to work, but the court can assume income that could reasonably be earned.

Either spouse can apply to vary maintenance if circumstances change, for example on a job loss, a new income or retirement. The court can also convert ongoing maintenance into a lump sum to achieve a clean break.

Disability and long-term illness

Where a spouse is disabled or chronically ill, their needs, such as adapted housing, care and lost earning capacity, rank highly. The court is more likely to order long-term maintenance, a larger share of capital, or a pension share. Means-tested benefits and any personal injury award must be considered carefully.

How child maintenance is decided

Where parents cannot agree, child maintenance is calculated by the **Child Maintenance Service**, not the court, using the paying parent's gross income:

Children	On income to £800 a week	On income £800 to £3,000
One	12%	9%
Two	16%	12%
Three or more	19%	15%

The amount is reduced where the children stay overnight with the paying parent, and adjusted for other children in the paying parent's household.

The court can still order child maintenance by consent, for top-up payments where income exceeds the service's limit, and for disability costs.

Who pays for education?

The court can order a parent to pay school fees and extras, and to contribute to university or further education. These are usually tied to the children's ages or education, and are often agreed. Where children were privately educated during the marriage, continuity is an important factor.

Capitalised maintenance

Instead of paying monthly for years, the paying spouse can pay a larger lump sum or a bigger share of the house or pension, ending all further claims. This suits both sides where there is enough capital.

What helps, and why no two cases are alike

Why we do not give a typical outcome

Clients often ask what a court would award in a case like theirs. It is natural to look for a comparison, but outcomes in ancillary relief depend on a combination of factors that is different in every family:

- the length of the marriage and the ages of the parties;
- the children's ages and where they will live;
- each party's income, earning capacity and health;
- the type of assets: the home, pensions, a farm or business, inherited or pre-marital property;
- each party's housing needs and borrowing capacity;
- contributions made during the marriage, including caring for the family.

Two cases that look similar on paper can be decided quite differently. Relying on another family's result, or on an example, can lead to unrealistic expectations or a poor decision. We will advise you on the realistic range of outcomes once we understand your circumstances and have the financial information.

Honest advice

We will tell you what is realistic, even when it is not what you hoped to hear. Early, realistic advice usually saves money and stress.

What you can do to help

- **Gather documents early:** bank and savings statements, payslips, tax returns, pension statements, mortgage statements, and business or farm accounts.
- **Prepare a realistic budget** of your income and outgoings, and of what you and the children will need.
- **Look at housing:** property particulars in suitable areas, and a mortgage adviser's view of what you could borrow.
- **Request pension valuations** promptly, as they can take weeks to arrive.
- **Keep records** of any payments made since separation.
- **Do not move or hide assets.** The court can reverse transactions, and non-disclosure damages credibility and can lead to costs orders.
- **Think before you post** on social media, and keep correspondence with your spouse civil and to the point.

Keeping costs proportionate

Legal costs come out of the same pot of money that is being divided. Arguing at length over items of modest value rarely makes sense. We will help you focus on the issues that genuinely affect the outcome, and use negotiation, mediation and the FDR to reach a fair settlement where possible.

Pre-nuptial agreements, enforcement in the Republic, tax and traps to avoid

Pre-nuptial agreements in Northern Ireland

A pre-nuptial (or post-nuptial) agreement is not automatically binding here, because the court's power to decide what is fair cannot be excluded by contract. But following the Supreme Court's decision in **Radmacher v Granatino**, courts will give effect to an agreement that was freely entered into, with a full understanding of its implications, unless it would be unfair to hold the parties to it. To carry real weight, an agreement should have:

- **full and frank disclosure** of each party's assets and income;
- **independent legal advice** for each party, from separate solicitors;
- been signed **well before the wedding**: at least four weeks, and ideally much longer;
- **no duress** or undue pressure, such as a last-minute ultimatum;
- provision that still meets both parties' reasonable needs, particularly once children arrive;
- a review clause for children, illness or major changes.

They are especially valuable for protecting family farms and businesses, inherited wealth, and assets from a previous relationship.

Traps, and how to reach a good settlement

Traps

Moving or spending money once separation is in view. Accepting a pension share based on a CETV alone. Agreeing figures without proper valuations. Ignoring tax, debts and the cost of rehousing. Applying for decree absolute before the finances are settled. Signing an informal agreement that is never made into an order. Failing to dismiss future claims in a clean break. Social media posts that contradict your disclosure.

Enforcement in the Republic of Ireland

Many families here have assets, incomes or a spouse on both sides of the border.

- **Maintenance orders** made in Northern Ireland can be recognised and enforced in the Republic under the 2007 Hague Convention on maintenance, which both the UK and the EU apply.
- **Orders about property** in the Republic usually operate personally: the court orders the spouse to transfer or sell. If they refuse, proceedings in the Irish courts may be needed.
- Where one spouse lives in the Republic, which country's courts deal with the divorce can change the financial outcome, as the Irish courts apply a different approach. Take advice before either party issues proceedings.

Tax on transfers

Since April 2023, separating spouses can transfer assets between them without capital gains tax until the end of the third tax year after they separate, and at any time under a court order or formal agreement. Transfers of the family home can also qualify for relief. Stamp duty land tax is not usually payable on transfers under a court order. Take tax advice on any property, shares or business assets.

A good settlement

Early, complete disclosure from both sides. Realistic expectations, grounded in the law rather than grievance. A focus on the children and on housing. Mediation or structured negotiation, backed by well-judged written offers. Use of the FDR to test positions. And a carefully drafted consent order that deals with every asset, every pension and every future claim.

Our skilled investigation of the assets and their true value

A fair settlement depends on knowing exactly what there is, and what it is really worth. Much of our work in financial cases is investigation: testing the other side's disclosure, finding what is missing, and making sure every asset is valued properly.

What we do

- **Tracing money:** bank statement analysis, unexplained transfers and cash withdrawals.
- **Businesses and farms:** with forensic accountants, testing profits, loan accounts, dividends and cash takings.
- **Property and companies:** Land Registry, Registry of Deeds and Companies House searches on both sides of the border, and valuations.
- **Pensions:** CETVs and actuarial reports.
- **Protection:** questionnaires, third-party disclosure and urgent injunctions.
- **Settlement and hearings:** negotiation, mediation support and representation, with counsel where needed.
- **Orders and agreements:** consent orders, pension sharing annexes, enforcement and variation, and pre-nuptial agreements.

True value, not book value

A business's accounts may show modest profits while the owner's lifestyle tells another story. A farm's value lies in its land, entitlements and development potential, not its income. A final salary pension may be worth far more than its CETV. Identifying these differences is often what makes a settlement fair.

Talk to us early

The earlier we are involved, the more we can protect: preventing assets being moved, preserving evidence, and setting up the strongest negotiating position. A first meeting will give you a clear view of your likely entitlement and the best route to reach it.

Legal aid and the statutory charge: why every argument costs you

Legal aid is not free in money and property cases. It is usually **a loan, not a gift**. Under Article 17(7) of the Access to Justice (NI) Order 2003 and the Civil Legal Services (Statutory Charge) Regulations (NI) 2015, the legal costs paid on your behalf by the Legal Services Agency become a first charge on any money or property you **recover or keep** in the proceedings, including your share of the family home.

1 Costs build up

Every letter, report and hearing is paid by the Agency and added to your bill.

2 Settlement

Money due to you under the order is paid to your solicitor, not to you.

3 Report

Your solicitor must notify the Agency and pay the money over, or hold it, as the Agency directs.

4 Deduction

The Agency calculates its costs and deducts them from what you recovered.

5 Release

The balance is released to you only with the Agency's written authority.

Small arguments, large bills

Disputing a £2,000 car or the contents of a shed through extra correspondence and hearings can add thousands of pounds in costs, all repaid from your own settlement. If you recover £60,000 and the Agency has paid £18,000 in costs, you receive £42,000. The charge applies even if you were assessed as paying no contribution.

What else you need to know

Some payments, including certain maintenance, are exempt. The charge can be waived only in limited circumstances. If you keep property rather than money, the charge can attach to the property itself. Each spouse normally bears their own costs anyway, so the charge usually comes out of your share. We will explain how it applies to you before you accept any offer.



children and family breakdown a guide

Client briefing · October 2026 · residence, contact, parental responsibility, specific issues, courts and mediation

The third of three family law guides



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When parents separate, the arrangements for their children matter more than anything else. **This guide explains how the law in Northern Ireland approaches children on family breakdown:** who has parental responsibility, where children live and how they see each parent, how decisions about schools, holidays abroad and moving away are made, which courts are involved, the role of social services and mediation, and the rights of grandparents. It is the companion to our guides **Divorce in Northern Ireland** and **Money and property on divorce: ancillary relief**.

The principles that guide every decision

The law is mainly in the Children (Northern Ireland) Order 1995. Article 3 sets out the principles every court must follow:

- **The child's welfare is paramount.** It outweighs the wishes of either parent.
- **Delay is harmful.** The court must avoid unnecessary delay, because a child's sense of time is different from an adult's.
- **No order unless it helps.** The court makes an order only if doing so is better for the child than making none.
- **The welfare checklist.** In contested cases, the court must consider a list of specific factors (see page 3).

Most parents agree arrangements themselves, sometimes with help from mediation or solicitors, and never need to go to court.

Children first, conflict last

Research consistently shows that it is conflict between parents, more than separation itself, that harms children. Keep children out of adult disputes, never ask them to choose, and do not speak badly of the other parent in front of them.

Quick answers

Question	Short answer
Is there a right to custody?	No. The court decides what is best for the child
Does the mother always get residence?	No. There is no presumption either way
Can a child refuse to see a parent?	Their wishes carry weight according to age and understanding, but do not decide the case alone
Do grandparents have rights?	Not automatically. They need the court's permission to apply
Who decides child maintenance?	Usually the Child Maintenance Service, not the court
Is mediation compulsory?	No, but it is strongly encouraged

If a child is at risk

If you believe a child is in immediate danger, call the police on 999. Concerns about a child's safety can also be reported to the Gateway team of your local Health and Social Care Trust, or to the NSPCC.

Agreeing

Most parents agree arrangements directly or through mediation. No court order is needed if the arrangement works.

When agreement fails

Either parent can apply to court. Solicitors can often still negotiate a settlement before a hearing.

Changing arrangements

Children's needs change as they grow. Arrangements, and court orders, can be reviewed and varied.

Parental responsibility, birth certificates and the key definitions

What is parental responsibility?

Parental responsibility means all the rights, duties, powers, responsibilities and authority that a parent has in relation to a child. In practice it means the right to be involved in important decisions: schooling, medical treatment, religion, name, and taking the child abroad.

More than one person can have parental responsibility at the same time. Each can usually act alone on day-to-day matters, but should consult on major decisions. Parental responsibility does not depend on where the child lives, and it is not lost when parents separate or divorce.

Who has parental responsibility?

Person	Parental responsibility?
The child's mother	Always, automatically
A father married to the mother at the birth, or who later marries her	Yes, automatically
An unmarried father named on the birth certificate, for a birth registered on or after 15 April 2002	Yes
An unmarried father not named, or for a birth registered before then	Only by a parental responsibility agreement with the mother, a court order, re-registration of the birth, or a residence order
A female second parent, through fertility treatment	Yes, if married to or in a civil partnership with the mother, or named on the birth certificate
A step-parent, grandparent or other relative	Only through a court order, such as a residence order, or by adoption

The orders the court can make

Under Article 8 of the 1995 Order, the court can make four kinds of order. Northern Ireland still uses these terms; the older words “custody” and “access” are no longer used in the legislation.

Order	What it decides
Residence order	Who the child lives with. It can be shared between both parents, even if the child spends more time in one home
Contact order	Who the child visits, stays with or has calls, video calls or letters with
Prohibited steps order	Stops a parent from doing something without the court's permission, such as removing the child from Northern Ireland
Specific issue order	Decides a particular question, such as which school, a medical treatment, or a change of name

Other definitions that matter

- **Child:** a person under 18. Article 8 orders usually last until 16, unless the circumstances are exceptional.
- **Child of the family:** in divorce, a child of both spouses, or any child treated by both as a child of their family, such as a stepchild. The court considers their arrangements, and can order maintenance for them.
- **Significant harm:** the threshold for the state to intervene through care or supervision orders. It is relevant where there are serious concerns about a child's safety.

Unmarried fathers

Make sure you are named on the birth certificate, or put a parental responsibility agreement in place. Without parental responsibility, a father may not be consulted about schooling, health or moving away.

Residence, contact, the welfare checklist and the family home

Who decides what is best for the child?

Ultimately the court, if parents cannot agree. In deciding, it must consider the **welfare checklist** in Article 3(3):

Factor	In practice
The child's wishes and feelings	Weighted by age and understanding; a teenager's view carries much more weight than a young child's
Physical, emotional and educational needs	Stability, schooling, health and emotional security
The likely effect of any change	The court is cautious about disrupting a settled arrangement
Age, sex, background and characteristics	Including culture, religion and any special needs
Any harm suffered or at risk	Including from domestic abuse, or from witnessing it
Each parent's capability	How well each can meet the child's needs
The range of powers available	The court can make any order it thinks right

Residence: "who gets custody?"

There is no presumption in favour of mothers or fathers. The court considers who can best meet the child's needs, usually favouring continuity with the parent who has been the main carer, and keeping brothers and sisters together. Shared residence orders are increasingly made where both parents are fully involved and live close enough.

Holidays and special days

Most arrangements share school holidays, and alternate or split Christmas, Easter and birthdays. Planning these well in advance avoids many disputes.

Contact: "access"

It is generally in a child's interests to have a meaningful relationship with both parents, so contact is the norm, unless it would put the child at risk.

Contact can be:

- **Direct:** visits, days out, overnight stays and holidays.
- **Indirect:** phone or video calls, letters and cards, often a first step.
- **Supervised or supported:** at a child contact centre, or with an agreed family member present, where there are safety concerns.

Contact is the child's right, not a parent's reward. A parent cannot stop contact because maintenance is unpaid, and a parent cannot withhold maintenance because contact is refused.

Who can live in the family home?

Where there is violence or serious conflict, the court can make an **occupation order** under the Family Homes and Domestic Violence (NI) Order 1998, deciding who may live in the home, and a **non-molestation order** to protect a parent and children. The needs of the children for a stable home weigh heavily. Longer-term ownership is decided in the financial proceedings, or for unmarried parents under Schedule I to the 1995 Order.

Grandparents

Grandparents have no automatic right to see their grandchildren, and need the court's permission (leave) to apply for a contact order. The court considers their connection with the child, the nature of the application, and any risk of disruption. Most applications are made where a close relationship existed before the separation. Mediation is often the best first step.

Other relatives, and anyone the child has lived with for at least three years, may also apply, in some cases without needing permission.

Which court, social services, reports and domestic abuse

The three tiers of court

Court	Role
Family Proceedings Court	Part of the magistrates' court, sitting with a district judge (magistrates' courts) and lay magistrates. Most private law applications about children start here
Family Care Centre	The County Court tier, for cases transferred because of complexity, linked proceedings or the need for a longer hearing
High Court, Family Division	The most complex cases, international and abduction cases, wardship, and appeals

Where a divorce is under way, children's applications can also be heard by the court dealing with the divorce. Cases can move between tiers under the allocation rules.

The role of social services

The Health and Social Care Trust becomes involved in two main ways:

- **Safeguarding checks:** before the first hearing, the court may ask for police and social services checks on both households.
- **Reports to the court:** a Court Children's Officer, a social worker employed by the Trust, may be directed to prepare a welfare report under **Article 4**. They meet both parents and, where appropriate, the children, visit each home, and make recommendations.

Where there are serious concerns about harm, the court can direct the Trust to investigate under **Article 56**, and to consider whether to apply for a care or supervision order.

How long does it take?

A straightforward contact application may be resolved in a few months. Where reports, testing or a fact-finding hearing are needed, cases often take six months to a year. The court reviews interim arrangements along the way.

Other reports the court may order

- **Drug and alcohol testing:** hair strand tests show use over months; blood tests can indicate recent heavy drinking.
- **Psychological or psychiatric assessments** of a parent or child.
- **Medical and school reports.**
- In complex cases, a **guardian ad litem** from the Northern Ireland Guardian Ad Litem Agency may be appointed to represent the child.

Domestic abuse

Where domestic abuse is alleged, the court must consider the risk to the child and to the parent who cares for them before ordering contact. It may hold a fact-finding hearing to decide what happened. Contact may be indirect, supervised, conditional on a parent completing a programme, or refused. The court can provide protective measures at hearings, such as separate waiting rooms and screens. Domestic abuse, including coercive control, is a criminal offence in Northern Ireland.

Hearing the child

Children are rarely asked to come to court. Their wishes are usually conveyed through the Court Children's Officer's report. Older children may sometimes write to or meet the judge, and in exceptional cases be separately represented.

The first hearing

At the first hearing the court looks at the safeguarding information, identifies the issues, and encourages agreement. It may make interim arrangements, direct reports and testing, refer the parents to mediation or a parenting programme, and set a timetable. Many cases settle at or soon after this hearing.

Moving away, holidays abroad, schools, names and the border

Decisions both parents share

Where both parents have parental responsibility, important decisions about a child should be made together. If they cannot agree, either parent can ask the court for a **specific issue order** to decide a particular question, or a **prohibited steps order** to stop a step being taken without the court's permission.

- **Schools:** choice of school, including moving from one school to another.
- **Medical treatment:** where parents disagree about significant treatment or vaccinations.
- **Religion and upbringing:** where this becomes a genuine dispute.
- **Change of name:** a child's surname should not be changed without the agreement of everyone with parental responsibility, or the court's permission.

Holidays abroad

A parent with a residence order can take the child abroad for up to one month without the other parent's consent. Otherwise, the written consent of everyone with parental responsibility, or the court's permission, is needed. Taking a child out of the jurisdiction without consent can amount to child abduction.

Practical tip

Agree holiday dates well in advance, share the itinerary and contact details, and carry a signed letter of consent from the other parent. Airlines and border officials may ask for it.

Moving away with the children

A parent who wants to move a significant distance, or to another country, should seek the other parent's agreement first and, failing that, the court's permission. The court's focus is the child's welfare: the reasons for the move, the practical plans, the effect on the child's relationship with the other parent, and the arrangements for contact.

The border

Moving between Northern Ireland and the Republic is a move to another jurisdiction. Courts on both sides of the border apply international rules to return children taken without consent, and to recognise each other's orders. Families who live on one side of the border and work or attend school on the other should take advice before making changes.

If you fear a child will be taken

Act quickly. The court can make urgent orders preventing removal, and passports can be lodged with a solicitor or the court. Contact us, or the police in an emergency.

Child maintenance

Child maintenance is usually dealt with by the Child Maintenance Service, not by the courts, and court applications are possible only in limited circumstances. We do not generally advise on Child Maintenance Service calculations. For information on how maintenance is assessed, please contact the Child Maintenance Service directly or visit [nidirect.gov.uk](https://www.nidirect.gov.uk).

Family mediation, legal aid and getting the case right first time

Why mediation is recommended

Family mediation helps separated parents reach their own agreement about the children, and often about money, with an impartial, trained mediator. It is not compulsory in Northern Ireland, but courts and solicitors strongly encourage it, because:

- parents who reach their own agreements are more likely to keep to them;
- it is quicker, cheaper and less stressful than court;
- it protects the parents' ability to co-operate for years to come;
- arrangements can be flexible and change as children grow.

How it works

Individual meetings

Each parent meets the mediator separately, so the mediator can check mediation is safe and suitable.

Joint sessions

Usually two to four sessions, focusing on the children's needs and a parenting plan.

The child's voice

In child-inclusive mediation, a specially trained mediator may speak with the children.

The outcome

A written summary, which each parent takes to their solicitor. It can be turned into a binding order where needed.

The mediator does not take sides or give legal advice, and cannot impose a decision. Mediation is not suitable where there is domestic abuse, or a serious risk to a child.

Before you apply to court

The court will expect you to have tried to agree arrangements, unless it was unsafe to do so. Keep a record of proposals made, and of contact that has or has not taken place.

Who provides family mediation?

- **Family Mediation NI**, a charity providing mediation across Northern Ireland.
- **Relate NI**, which also provides relationship and family counselling.
- Accredited private family mediators, including solicitor mediators.

Legal aid in children's cases

Civil legal aid is available for some children's cases, subject to a means test and a merits test, through the Legal Services Agency Northern Ireland.

Our position on legal aid

We do not generally undertake children's cases on legal aid. The time and complexity involved in these cases is not matched by the current level of legal aid payments. Regrettably, where there are complex child issues in the Family Proceedings Court, we are not able to act on a legal aid basis. We can provide a list of firms that do, and we are happy to advise and act on a private, fee-paying basis.

Acting for you privately

When you instruct us privately, we give a clear estimate at the outset. The cost of a contested case can be substantial, and is rarely recovered from the other parent, as courts seldom order costs in children's cases. That is another reason to resolve matters by agreement where it is safe to do so.

A parenting plan

A written plan covering where the children live, school holidays, birthdays and Christmas, handovers, phone contact, new partners and how decisions are made can prevent many disputes. We can help you prepare one, whether or not you use mediation.

Mark and Sinéad: alcohol, violence, and a father rebuilding contact

Mark and Sinéad are in their thirties and have two children, aged 6 and 9. Their marriage broke down because of Mark's dependence on alcohol, and there were incidents of violence towards Sinéad, one witnessed by the children. The children now live with Sinéad. Mark has stopped drinking, is attending an addiction service, and wants to see his children again. This illustrates how such a case is likely to develop.

Who gets involved

- **The police and courts** may already be involved through criminal proceedings and a non-molestation order protecting Sinéad.
- **The Trust's social services** may have been notified after the incident the children witnessed. They will assess the children's safety and Sinéad's ability to protect them.
- **The Family Proceedings Court** hears Mark's application for a contact order.
- **A Court Children's Officer** prepares an Article 4 report, speaking with both parents, the children if appropriate, and the school.
- **Specialist services:** Mark's addiction counsellor, and possibly a domestic abuse programme.

What social services and the court will consider

- The children's safety, and the emotional harm of witnessing violence.
- Whether Mark accepts responsibility for the violence and the drinking.
- Objective evidence of sobriety, such as hair strand or blood tests over several months.
- Engagement with addiction support and any perpetrator programme.
- The children's wishes and feelings, given their ages.
- The impact on Sinéad, and her ability to support contact safely.
- The previous relationship between Mark and the children.

How the court is likely to decide

The court will want the children to have a relationship with their father if that can be achieved safely. Because of the violence, it may first hold a fact-finding hearing. Contact is likely to be built up in stages, reviewed by the court:

Stage 1

Indirect contact: cards, letters, and possibly short video calls.

Stage 2

Supervised contact at a child contact centre.

Stage 3

Supported contact, then unsupervised daytime visits, with continued testing.

Stage 4

Longer visits and overnight stays, once the evidence shows sustained sobriety and the children are settled.

Handovers may take place at a contact centre or through a third party, so the parents do not need to meet. Any relapse is likely to halt progress.

How the children are protected

Welfare is paramount at every stage. The court can attach conditions to contact, such as no alcohol in the 24 hours before and during contact, regular testing, or no contact with certain people. Sinéad keeps the protection of the non-molestation order. The court can review and vary the arrangements at any time.

What Mark should do

Stay engaged with addiction support, accept testing, and complete any programme recommended.

What Sinéad should do

Keep the children safe, and support contact the court decides is safe.

What the children need

Safety, stability, and a chance to rebuild their relationship with their father.

Moving away, the border, names, schools, and our role

Other issues on separation

- **Moving away:** a parent who wants to move a long distance, or abroad, with the children needs the other parent's consent or the court's permission. The court looks closely at the impact on the child's relationship with the other parent.
- **Crossing the border:** taking a child to live in the Republic, or anywhere outside Northern Ireland, without consent can be child abduction. The Hague Convention allows a child wrongfully removed to be returned quickly. Short holidays are usually fine with consent, and a parent with a residence order can take the child abroad for up to a month.
- **Change of name:** a child's surname cannot be changed without the consent of everyone with parental responsibility, or a court order.
- **Schools and health:** both parents with parental responsibility can usually obtain school reports and medical information.
- **New partners:** introduce them gradually, and with thought for the children's feelings.
- **Social media:** never post about the case or the other parent. Children's cases are private, and publishing information can be contempt of court.

If an order is not obeyed

A parent who repeatedly breaks a contact or residence order can be brought back to court. The court can vary the arrangements, and in serious cases impose penalties. Enforcement is always weighed against the effect on the children.

Appoint guardians in your will

A parent with parental responsibility can appoint a guardian in their will, to care for the children if both parents die, or if the parent with a residence order dies. After separation, review your will to make sure it reflects your wishes for the children.

How we help

- Early advice on your rights, the realistic options and the likely outcome.
- Parental responsibility agreements and parenting plans.
- Negotiating arrangements with the other parent or their solicitor.
- Referral to and support alongside family mediation.
- Urgent protection: non-molestation, occupation and prohibited steps orders.
- Applications for residence, contact, specific issue and relocation orders, and representation at every hearing.
- Working with Court Children's Officers, social services and experts.
- Grandparents' and relatives' applications.
- Schedule I claims for housing or lump sums for children of unmarried parents.
- Cross-border and international cases, including abduction.

Bring to your first meeting

The children's full names and dates of birth, any existing court orders or agreements, details of any police or social services involvement, and a short note of the current arrangements and what you would like to achieve.

Our approach

We focus on what is best for your children, and on reaching lasting arrangements with as little conflict as possible. Where a child or parent needs protection, we act quickly and firmly.



employment law for employers in Northern Ireland



THE
LAW GROUP
INCLUSIVE LEGAL SERVICES

Client briefing · October 2026 · tribunal claims, compensation, discrimination, contracts and avoiding disputes

An employer's guide

Employment law in Northern Ireland is devolved and differs in important ways from Great Britain. **Qualifying periods, procedures, compensation limits and even the names of the tribunals are different**, and employers who rely on GB guidance can be caught out. This guide explains, from the employer's side, when staff can bring claims, what they can be awarded, how a case runs, and the practical steps that prevent most disputes.

When can an employee bring a claim?

Claim	Qualifying service in Northern Ireland
Ordinary unfair dismissal	One year's continuous employment
Automatically unfair dismissal (for example pregnancy, whistleblowing, health and safety, asserting a statutory right, trade union reasons)	None: a day-one right
Discrimination, harassment and victimisation	None: applies from the recruitment stage, and even after employment ends
Unlawful deductions from wages, holiday pay, breach of contract	None
Statutory redundancy payment	Two years' continuous employment
Written statement of employment particulars	Due within two months of starting

Current and proposed changes

In Great Britain, the qualifying period for unfair dismissal is being cut from two years to six months, and the cap on compensation removed, from January 2027. These changes do not apply in Northern Ireland. Here the period remains one year, and the Executive's proposed "Good Jobs" Employment Rights Bill has not yet become law. We will update clients as soon as anything changes.

The key differences from GB

Claims go to the Industrial Tribunal, or the Fair Employment Tribunal for religious belief and political opinion. The statutory dismissal and grievance procedures still apply. The compensatory award is not capped at a year's pay. And appeals go straight to the Court of Appeal.

Employees and workers

Workers, including many casual and zero-hours staff, have fewer rights than employees but are still protected against discrimination and entitled to holiday pay and the minimum wage.

Agency and fixed-term staff

Agency workers gain equal pay and conditions after 12 weeks. Fixed-term employees must not be treated less favourably than permanent colleagues.

No retirement age

There is no default retirement age. Any compulsory retirement must be objectively justified, which is very difficult for most employers.

Early conciliation, the claim form, the timetable, and the tribunal's powers

From dispute to hearing

1 Early conciliation

Before lodging a claim, the employee must notify the Labour Relations Agency (LRA). The time limit is paused for up to a month, extendable by 14 days, while an LRA officer explores settlement. Conciliation is voluntary for both sides.

2 The claim form (ET1)

Usually lodged within three months less one day of the dismissal or act complained of, plus the conciliation pause. Equal pay and redundancy claims have six months.

3 The response (ET3)

The employer has 28 days from the date the claim is sent to file its response. Missing the deadline can lead to judgment being given against you without a hearing.

4 Case management

A preliminary hearing or case management discussion identifies the issues and sets a timetable for documents, witness statements and the hearing.

5 Discovery and witness statements

Each side discloses the relevant documents, including those that harm its own case, then exchanges written witness statements.

6 Full hearing and judgment

Usually several months after the claim, and longer for discrimination cases. Judgments are given orally or in writing, and are published online.

Time limits are strict

A claim lodged even one day late will usually be rejected, unless the tribunal accepts it was not reasonably practicable to lodge it in time or, for discrimination, that it is just and equitable to extend time. Time limits are often the employer's first and best defence.

The tribunal's powers

The tribunal actively manages each case. It can order:

- **discovery and inspection** of documents, including emails, messages and notes of meetings;
- **additional information** explaining a claim or defence;
- **witness orders** compelling a person to attend;
- **deposit orders** where an argument has little reasonable prospect of success;
- **unless orders**, striking out a claim or response if a direction is not complied with;
- **strike-out** of a claim or response that is scandalous, vexatious or has no reasonable prospect of success.

Hearing dates

Tribunals in Northern Ireland sit mainly in Belfast. Listing a contested case for a full hearing commonly takes many months, and complex discrimination cases with several witnesses can take a year or more. Postponements are granted only for good reason, and late applications are rarely successful.

Keep your records

Documents decide most tribunal cases. Letters, notes of meetings, emails and messages will all be disclosed, including private messages between managers about the employee. Write everything on the assumption that a tribunal will read it.

When a claim arrives: an ET3 checklist

Note the deadline (28 days). Check the claimant's dates of employment and the early conciliation certificate. Identify every complaint ticked on the claim form. Gather the contract, policies and documents. Consider whether any claim is out of time. Instruct us early, so that the response sets out your full defence from the start.

How the tribunal differs from the courts

Why the tribunal is less formal

Industrial tribunals were created to give employees and employers quick, accessible and inexpensive justice without the formality of the courts. In practice:

- Most hearings are heard by an employment judge sitting with two lay members, one with an employer and one with an employee background. Some cases are heard by a judge alone.
- Nobody wears wigs or gowns, and the room is arranged around a table.
- The strict rules of evidence used in the courts do not apply. The tribunal can consider any evidence it finds relevant.
- Many claimants represent themselves, and the tribunal will help an unrepresented party to put their case, which can feel uneven to a represented employer.
- There are no fees to issue or defend a claim in Northern Ireland.
- Each side usually pays its own legal costs, whoever wins.

Preparing for the hearing

- An agreed bundle of documents is prepared, usually by the employer.
- Each witness gives a written statement, which stands as their main evidence, and is then cross-examined.
- Managers who took the decisions should normally give evidence. A tribunal will notice if they do not.
- Hearings are in public, and judgments, including names, are published online.

Costs: the exception, not the rule

The tribunal can order a party to pay the other side's costs only where it has acted vexatiously, abusively, disruptively or otherwise unreasonably, or where its claim or response had no reasonable prospect of success. Costs orders are made in a small minority of cases. For employers, this means:

- even a successful defence usually costs money that will not be recovered;
- the commercial value of an early settlement is often greater than the legal merits suggest;
- a well-judged written offer can still improve your position on costs if the claimant later behaves unreasonably.

Appeals

There is no Employment Appeal Tribunal in Northern Ireland. Appeals on a point of law go directly to the Court of Appeal, after the tribunal is asked to state a case. This is more expensive and slower than the GB route, which makes getting the first hearing right even more important.

Enforcing an award

If an award is not paid, the employee can register it with the Enforcement of Judgments Office, which has wide powers including attachment of earnings, bank accounts and property. Unpaid awards also attract interest.

Settling a claim

Most claims settle before a full hearing. A settlement is binding only if it is recorded by an LRA conciliation officer or set out in a compromise agreement, signed after the employee has received independent legal advice. Employers commonly contribute to that advice. A settlement can include a confidentiality clause, an agreed reference and a no-admission of liability, but cannot prevent a protected disclosure.

Compensation, reinstatement and other awards

Unfair dismissal awards (from 6 April 2026)

Award	Northern Ireland limit
A week's pay, for the basic award and redundancy	£783
Maximum basic award (30 weeks)	£23,490
Maximum compensatory award	£123,785
Minimum basic award in certain automatically unfair cases	£9,512
Additional award for refusing to reinstate (26 to 52 weeks)	£20,358 to £40,716
Breach of contract claims in the tribunal	£25,000

The basic award

Calculated like a statutory redundancy payment: one and a half weeks' pay for each year worked aged 41 or over, one week for each year aged 22 to 40, and half a week below 22, for up to 20 years.

The compensatory award

This compensates for actual financial loss: lost earnings to the hearing and into the future, pension loss and expenses. In Northern Ireland it is capped at £123,785, but unlike in Great Britain it is not limited to a year's pay. There is no cap at all in whistleblowing and health and safety cases. The employee must try to find new work, and the award can be reduced if they do not, or if their own conduct contributed to the dismissal.

Tax and benefits

The first £30,000 of compensation for loss of employment is usually free of income tax, but notice pay is taxed as earnings. Awards can also be reduced to take account of state benefits the employee has received, which the Department for Communities may recoup from the award.

Adjustments that can increase an award

- **Statutory procedures:** if the employer fails to complete the statutory dismissal procedure (written statement, meeting, appeal), the dismissal is automatically unfair, the basic award is at least four weeks' pay, and compensation is usually increased by 10%, and up to 50%.
- **No written statement of particulars:** two or, if the tribunal considers it just, four weeks' pay, added to the award in most successful claims.
- **Interest** on discrimination awards.

Reinstatement and re-engagement

An unfairly dismissed employee can ask for their old job back (reinstatement) or a comparable job (re-engagement). The tribunal considers whether this is practicable, and whether the employee contributed to the dismissal. Orders are rare, because the relationship has usually broken down. An employer that refuses to comply must pay an additional award of 26 to 52 weeks' pay on top of compensation.

Other common claims

- **Unlawful deductions from wages**, including unpaid wages, commission and overtime: the amount wrongly deducted.
- **Holiday pay:** underpaid statutory holiday pay, which must include regular overtime and commission.
- **Notice pay and breach of contract**, up to £25,000.
- **Redundancy pay** and failure to consult collectively.

Holiday pay: no two-year backstop

In Great Britain, holiday pay claims are limited to two years. Northern Ireland has no such backstop, and following the Supreme Court's decision in the *PSNI v Agnew* case, a series of underpayments can stretch back many years. Make sure holiday pay includes regular overtime and commission now.

What discrimination is, and what happens when it is alleged

The protected grounds in Northern Ireland

Northern Ireland has no single Equality Act. Separate legislation protects against discrimination on grounds of:

Age	Sex, including pregnancy and maternity
Disability	Gender reassignment
Race and nationality	Marital or civil partnership status
Religious belief	Political opinion
Sexual orientation	Part-time and fixed-term status

Forms of discrimination

- **Direct:** treating someone less favourably because of a protected ground.
- **Indirect:** applying a rule or practice that puts a group at a disadvantage and cannot be objectively justified.
- **Harassment:** unwanted conduct that violates dignity or creates a hostile environment.
- **Victimisation:** treating someone badly because they complained of discrimination or supported a complaint.
- **Disability:** also includes failing to make reasonable adjustments.

Age is different

Direct age discrimination can sometimes be justified as a proportionate means of achieving a legitimate aim, but the threshold is high. There is no default retirement age, so asking someone to leave because of their age is very likely to be unlawful.

When discrimination is alleged

- **Burden of proof:** if the employee shows facts from which discrimination could be inferred, the employer must prove it did not discriminate.
- **Compensation is uncapped.** It covers financial loss, and an award for injury to feelings, banded according to seriousness, with the most serious cases reaching substantial sums. Aggravated damages and interest can be added.
- **Individuals can be named** as respondents alongside the employer, and ordered to pay compensation personally.
- **The employer's defence:** an employer is liable for discrimination by its staff unless it shows it took all reasonable steps to prevent it, such as a clear policy, regular training and prompt action on complaints.
- **Religious belief and political opinion** claims go to the Fair Employment Tribunal, and employers with more than ten full-time employees have monitoring and reporting duties to the Equality Commission.

What to do when a complaint arrives

Treat it seriously and promptly. Preserve all documents. Investigate impartially, keep notes, and take advice before taking any step against the person who complained, as victimisation claims often succeed even where the original complaint does not.

The questionnaire procedure

Unlike in Great Britain, Northern Ireland has kept the statutory questionnaire procedure in discrimination cases. An employee can send the employer formal questions before or during a claim. A late, evasive or incomplete answer allows the tribunal to draw an adverse inference. Answer carefully, accurately and on time, and take advice first.

Contracts of employment: what they must say, and what they cannot do

The written statement

Every employee must receive a written statement of the main terms of employment within two months of starting. It must include:

- the names of employer and employee, start date and date continuous employment began;
- pay, how it is calculated and when it is paid;
- hours of work, place of work and job title or description;
- holiday entitlement and holiday pay, including public holidays;
- sickness absence and sick pay terms;
- pension arrangements;
- notice periods on both sides;
- the disciplinary and grievance procedures, and who to appeal to;
- the expected end date of any fixed-term contract.

Holiday and sick pay

All workers are entitled to 5.6 weeks' paid holiday a year, which can include public holidays. Holiday pay must reflect normal pay, including regular overtime and commission. Statutory Sick Pay is payable from the first day of absence since April 2026, and any enhanced company sick pay should be clearly set out, including when it can be withdrawn.

The right to be accompanied

At any disciplinary or grievance hearing, an employee has the right to be accompanied by a colleague or a trade union representative. Refusing that request can lead to an award of up to two weeks' pay, and undermines the fairness of the process.

Probation, notice and references

Probationary periods are useful, but do not remove statutory rights. Statutory minimum notice is one week after a month's service, rising to one week per year up to 12 weeks. References must be true, accurate and fair.

Can a contract override the law?

No. A contract can give employees more than the statutory minimum, but any term that gives less, or tries to exclude a statutory right, is void. An employee cannot sign away the right to bring a tribunal claim, except through an LRA-conciliated settlement or a properly drafted compromise agreement, signed after independent advice.

Clauses worth including

- An express right to deduct overpayments and excess holiday on termination.
- Pay in lieu of notice and garden leave.
- Confidentiality and data protection obligations.
- Reasonable restrictive covenants for senior or client-facing staff.
- Flexibility clauses on duties and location, used fairly.
- A clear statement of which policies are contractual.

Tricks and traps

Skipping the statutory three-step procedure because the employee "has less than a year's service": discrimination and automatically unfair claims need none. Holding a meeting without first giving the grounds in writing. Relying on GB templates and GB qualifying periods. Labelling someone self-employed when they work like an employee. Withholding final pay to recover a debt without written authority. Dismissing someone shortly after they raise a complaint. Comments about age, pregnancy or health in emails or WhatsApp messages.

Emma, aged 60: “we no longer want you to work here”

Emma, aged 60, has worked for 15 years as an office administrator for a family business, earning £32,000 a year (about £615 a week gross), with a 5% employer pension contribution. Michael, the 45-year-old managing director, tells her in a short meeting that the business “wants a younger team going forward” and that she should finish at the end of the month. Nothing is put in writing and there is no appeal.

The legal analysis

- **Direct age discrimination:** the reference to a “younger team” is strong evidence. The burden shifts to the employer, which will struggle to show any non-discriminatory reason or justification.
- **Unfair dismissal:** Emma has over a year’s service, and there was no fair reason or fair process.
- **Statutory procedure:** no written statement of the grounds and no appeal, so the dismissal is automatically unfair and the award is likely to be uplifted.
- **Notice:** Emma is entitled to 12 weeks’ statutory notice, not one month.
- **Written statement:** if Emma never received one, a further two to four weeks’ pay may be added.

Illustrative exposure

Element	Approximate
Basic award: 15 years over 41 × 1.5 × £615	£13,840
Notice pay shortfall (about 8 weeks)	£4,900
Loss of earnings and pension, say 18 months	£45,000
Injury to feelings (middle band)	£15,000
Uplift for statutory procedure failure (10% to 50%)	£6,000 to £30,000
Possible total, before interest and legal costs	£85,000 to £110,000

Illustrative only. Because discrimination is uncapped and Emma may find it hard to obtain new work at 60, future loss could be much higher.

What the employer should have done

If the business genuinely needed to restructure, it should have identified a fair, non-age-related reason (for example a genuine redundancy), consulted Emma, considered alternatives, put the reasons in writing, held a meeting where she could be accompanied, and offered an appeal. Comments about age, in meetings or in writing, should never feature.

What the employer should do now

- Take advice immediately, before Emma’s last day if possible.
- Preserve all emails and messages, including between directors.
- Consider withdrawing the dismissal and starting a proper process if there is a genuine business reason.
- Engage with LRA early conciliation when contacted.
- Consider a negotiated exit under a compromise agreement, with a contribution to Emma’s legal costs for independent advice.

The lesson

A five-minute conversation can create six-figure exposure. Following the statutory procedure, and choosing words carefully, costs very little by comparison.

Negotiating a settlement

A realistic settlement here would weigh the strength of the age discrimination evidence, Emma’s prospects of new work and the cost of a contested hearing. An early offer through the LRA, before positions harden, is often the most economical outcome for the employer.

Proportionality, mediation, the border, and our role

Do not fight over small things

Defending a tribunal claim to a full hearing can cost an employer many thousands of pounds in legal fees and management time, which are rarely recovered. Arguing at length over a disputed holiday day, a small expense claim or the wording of a reference is seldom worth it. We will always give you a candid view of the merits, the realistic range of outcomes and the cost of defending, so you can make a commercial decision.

Mediation and conciliation

- **Workplace mediation**, through the LRA or a private mediator, can resolve grievances and working relationship problems before they become claims.
- **LRA early conciliation** is free, confidential and often produces a settlement within weeks.
- **Judicial mediation** may be offered by the tribunal in suitable cases.
- A **compromise agreement** or LRA-recorded settlement finally resolves claims, with confidentiality and a reference agreed.

The trend

Claims are rising across these islands. GB tribunals received 23% more single claims in 2024/25, and complaints to the Workplace Relations Commission in the Republic rose by 44% in 2025. Northern Ireland employers should expect the same pressure, especially if the Good Jobs proposals are enacted.

Working across the border

Where staff live in one jurisdiction and work in the other, or work in both, which law and which tribunal applies depends on where they habitually work and on the contract. An employee based in the Republic will usually bring claims to the Workplace Relations Commission under Irish law, which has different rules on time limits, compensation and procedure. Contracts for cross-border staff should state the governing law and be reviewed in both jurisdictions.

How we help employers

- Contracts of employment, written statements and handbooks drafted for Northern Ireland law.
- Advice on disciplinary, grievance, capability, absence and redundancy processes, including the statutory procedures.
- Support with investigations and meetings, and drafting outcome letters.
- Early conciliation, negotiation and compromise agreements.
- Defending industrial and fair employment tribunal claims, from the ET3 to the final hearing.
- Equality monitoring and Fair Employment compliance.
- Cross-border employment advice in both jurisdictions.

Call us before you act

Most claims we see could have been avoided by a short call before a decision was made or a letter was sent.

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The law is rarely one size fits all. While the same legal principles apply, every case turns on its own facts. This guide is reviewed and updated as the law and tax rules change. This briefing is general information on the law of Northern Ireland as at October 2026. The worked example is illustrative. Please take advice on your own circumstances.



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Client briefing · October 2026 · your rights, tribunal claims, compensation, discrimination and contracts

An employee's guide

If you have been dismissed, treated unfairly or not paid what you are owed, the law in Northern Ireland gives you real protection. **But the rules are different from those in Great Britain, the time limits are short, and the procedure must be followed precisely.** This guide explains your rights, when you can bring a claim, what you could be awarded, and how to get the best outcome, whether by agreement or at a tribunal.

Which rights do you have, and when?

Right	Service needed in Northern Ireland
Not to be unfairly dismissed	One year's continuous employment
Protection against dismissal for pregnancy, whistleblowing, health and safety concerns, asserting a statutory right or trade union reasons	None: protected from day one
Not to be discriminated against, harassed or victimised	None: applies even when applying for a job
To be paid correctly, including holiday pay and the minimum wage	None
A statutory redundancy payment	Two years' continuous employment
A written statement of your terms	Within two months of starting

Changes in Great Britain do not apply here

In Great Britain, the qualifying period for unfair dismissal is being reduced to six months, and the cap on compensation removed, from January 2027. Those changes do not apply in Northern Ireland, where you still need one year's service. The Executive's proposed "Good Jobs" Employment Rights Bill could bring further changes, but it is not yet law.

Act quickly

Most claims must be started within three months, less one day, of your dismissal or the act you are complaining about. That deadline is usually strictly enforced. If you think you have a claim, take advice straight away.

Workers and zero-hours staff

Workers are entitled to the minimum wage, holiday pay and protection from discrimination.

Whistleblowing

Reporting wrongdoing in the public interest is protected from day one, with uncapped compensation.

Pregnancy and family leave

Dismissal because of pregnancy or family leave is automatically unfair, whatever your service.

Early conciliation, your claim form, the timetable and the tribunal's powers

Step by step

1 Raise a grievance

In most cases, you must first set out your complaint to your employer in writing. This is the statutory grievance procedure, and failing to do it can bar or reduce your claim.

2 Notify the Labour Relations Agency

Before lodging a claim, you must contact the LRA for early conciliation. The deadline is paused for up to a month, sometimes longer, while an LRA officer explores a settlement.

3 Lodge your claim (ET1)

If the dispute is not settled, the LRA issues a certificate. You then lodge your claim with the Office of the Industrial Tribunals and the Fair Employment Tribunal, within the time limit.

4 Your employer responds (ET3)

Your employer has 28 days to respond and set out its defence.

5 Preparing the case

The tribunal sets a timetable for exchanging documents and witness statements, and may hold a preliminary hearing.

6 The hearing

Usually several months after the claim, longer in discrimination cases. The tribunal hears evidence from both sides and gives its judgment.

What to put in your grievance

Set out the facts clearly and in date order: what happened, who was involved and when. Say what you believe was wrong, for example that it was because of your age or disability, and what outcome you want. Keep it calm and factual, and keep a copy. If you are dismissed, put your appeal in writing too.

How the tribunal can help you

The tribunal can order your employer to:

- **disclose documents**, including emails, messages and notes of meetings about you, even those that harm its case;
- **give further information** about its defence;
- **produce witnesses**, through witness orders.

It can also strike out a defence, or require a deposit, if the employer's case has little prospect of success, and it can make unless orders if directions are ignored.

Time limits

- Most claims: three months, less one day, plus the conciliation pause.
- Redundancy pay and equal pay: six months.
- Late claims are accepted only if it was not reasonably practicable to claim in time, or for discrimination, if it is just and equitable to extend time.

Keep a record

From the moment a problem arises, keep copies of your contract, payslips, emails, letters and messages, and make dated notes of meetings and conversations. Evidence gathered at the time is far more persuasive than memory months later.

Do not wait for an appeal outcome

The time limit for a tribunal claim runs from the dismissal, not from the end of an internal appeal. If your appeal is still going on, contact the LRA anyway, to protect your position.

What the tribunal is like, costs, and getting help

Less formal than a court

- Cases are usually heard by an employment judge with two lay members, one with an employer and one with an employee background.
- Nobody wears wigs or gowns, and hearings take place around a table.
- The strict rules of evidence used in the courts do not apply.
- You can represent yourself, and the tribunal will make allowances. But your employer is likely to be legally represented, and the law can be complex.
- Hearings are public, and judgments are published online.

Will I have to pay my employer's costs?

Usually not. There are no tribunal fees in Northern Ireland, and each side normally pays its own legal costs, whoever wins. The tribunal can order you to pay costs only if you act unreasonably, or pursue a claim with no reasonable prospect of success. It is important to take advice on the merits before you start, and to consider any settlement offer carefully.

Preparing for the hearing

- A bundle of all the relevant documents is agreed between the parties.
- You and your witnesses give written statements, which stand as your evidence, and are then questioned by your employer's representative.
- Your evidence of loss, including job applications and new earnings, is set out in a schedule of loss.

Funding your claim

- **Legal expenses insurance:** many home and car insurance policies include employment cover. Check your policy before you do anything else.
- **Trade union:** if you are a member, your union may provide advice and representation.
- **Legal aid:** civil legal aid in Northern Ireland can help with advice and preparation for those on low incomes, but full representation at a tribunal is rarely funded.
- **Equality Commission:** may advise and, in some cases, support discrimination claims.
- **Private funding:** we will give you a clear estimate, and discuss staged fees.

Settlements

Most claims settle. A settlement is binding only if recorded by an LRA conciliation officer, or set out in a compromise agreement signed after you receive independent legal advice. Your employer will usually pay a contribution towards that advice. A settlement can include an agreed reference and a tax-efficient payment.

If you win and are not paid

An unpaid tribunal award can be registered with the Enforcement of Judgments Office, which can recover it from wages, bank accounts or property. Interest is added to unpaid awards.

On the day

Arrive early, bring copies of your bundle and statement, and expect a full day, or several days in a longer case. Answer questions honestly, briefly and calmly. The judge and lay members will ask questions too. A decision may be given at the end of the hearing or in writing later.

Compensation, reinstatement and other awards

Unfair dismissal (from 6 April 2026)

Award	Northern Ireland limit
A week's pay, for the basic award and redundancy	£783
Maximum basic award (30 weeks)	£23,490
Maximum compensatory award	£123,785
Minimum basic award in certain automatically unfair cases	£9,512
Breach of contract claims in the tribunal	£25,000

The basic award

One and a half weeks' pay for each complete year worked aged 41 or over, one week for each year aged 22 to 40, and half a week below 22, counting back up to 20 years, with a week's pay capped at £783.

The compensatory award

Your actual financial loss: lost earnings to the hearing and into the future, lost pension, and expenses of looking for work. In Northern Ireland this is not limited to a year's pay, and there is no cap in whistleblowing and health and safety cases. You must try to find new work, and keep a record of every application, because the award can be reduced if you do not. It can also be reduced if your own conduct contributed to the dismissal.

Keep a job search record

Keep copies of every job advert, application and reply, and records of any new earnings. A detailed record is the best way to prove your loss, and to answer any suggestion that you did not try hard enough to find work.

Extra awards in your favour

- If your employer did not follow the statutory procedure, a written statement of the reasons, a meeting and an appeal, the dismissal is automatically unfair, your basic award is at least four weeks' pay, and compensation is usually increased by 10% and up to 50%.
- If you never received a written statement of your terms, two or four weeks' pay can be added.
- Interest is added to discrimination awards.

Getting your job back

You can ask the tribunal to order reinstatement (your old job) or re-engagement (a comparable job). It will consider whether this is practicable. If your employer refuses to comply, it must pay an additional award of 26 to 52 weeks' pay.

Other claims you can bring

- Unpaid wages, commission, overtime or deductions you did not agree to.
- Holiday pay, which must include regular overtime and commission. In Northern Ireland there is no two-year limit on claims for a series of underpayments.
- Notice pay: at least one week per complete year of service, up to 12 weeks.
- Redundancy pay after two years' service.

Tax

The first £30,000 of compensation for loss of employment is usually tax-free, but notice pay and holiday pay are taxed as earnings.

State benefits

If you claim benefits after dismissal, part of a tribunal award may be paid back to the Department for Communities. Settlements reached before a tribunal judgment are not usually subject to this, which can make an early settlement more valuable to you.

What discrimination is, and how to prove it

You are protected on grounds of:

Age	Sex, including pregnancy and maternity
Disability	Gender reassignment
Race and nationality	Marital or civil partnership status
Religious belief	Political opinion
Sexual orientation	Part-time and fixed-term status

The forms it takes

- **Direct:** being treated less favourably because of a protected ground.
- **Indirect:** a rule that applies to everyone but disadvantages your group, and cannot be justified.
- **Harassment:** unwanted conduct that violates your dignity or creates a hostile environment.
- **Victimisation:** being punished for complaining of discrimination, or supporting someone who did.
- **Disability:** including your employer's failure to make reasonable adjustments.

Religion and politics

Claims of discrimination on grounds of religious belief or political opinion go to the Fair Employment Tribunal, which is unique to Northern Ireland.

Reasonable adjustments

If you have a disability, your employer must make reasonable adjustments, such as changes to hours, duties, equipment or the workplace. Ask in writing, explain what would help, and keep a record of the response.

Proving discrimination

Discrimination is rarely admitted, so the law helps you. If you can show facts from which the tribunal could conclude that discrimination occurred, the burden shifts to your employer to prove that it did not discriminate.

The questionnaire procedure

Northern Ireland has kept the statutory questionnaire procedure. You can send your employer formal written questions, for example about how others were treated. If your employer fails to answer, or gives evasive answers, the tribunal can draw an inference of discrimination. We can draft the questionnaire for you.

Compensation

- Discrimination compensation is **uncapped**.
- It covers all financial loss, and an award for **injury to feelings**, banded according to seriousness.
- **Aggravated damages** may be added where the employer behaved particularly badly, and interest is payable.
- Individual managers or colleagues can be named and ordered to pay compensation personally.

If you complain, you are protected

You must not be treated badly because you raised a genuine complaint of discrimination. If you are, that is victimisation, a separate claim that is often easier to prove than the original complaint.

Evidence that helps

Remarks about your age, sex, religion, disability or other characteristic; how comparable colleagues were treated; sudden changes after you disclosed a pregnancy or illness; inconsistent explanations from your employer; and statistics about who was dismissed or promoted.

What your contract must give you, and what it cannot take away

Your written statement

Your employer must give you a written statement of your main terms within two months of starting. It should set out:

- your employer's name, your start date and continuous employment date;
- your pay, how it is calculated and when it is paid;
- your hours, place of work and job title;
- holidays and holiday pay;
- sickness absence and sick pay;
- pensions;
- notice periods;
- disciplinary and grievance procedures.

Holiday and sick pay

You are entitled to 5.6 weeks' paid holiday a year, which may include public holidays, paid at your normal rate including regular overtime and commission. From April 2026, Statutory Sick Pay is paid from your first day of absence, at the lower of £123.25 a week or 80% of your average earnings. Your contract may give you more.

Family and flexible working rights

You have rights to maternity, paternity, adoption, shared parental and parental bereavement leave, including two weeks' leave after a miscarriage before 24 weeks from April 2026. After 26 weeks' service you can request flexible working, and your employer must deal with the request reasonably and within the statutory timescales.

Probation and references

A probationary period does not remove your statutory rights. If your employer gives a reference, it must be true, accurate and fair.

Can your contract take away your rights?

No. Your contract can give you more than the law requires, but any term that gives you less, or tries to exclude a statutory right, is unenforceable. You cannot sign away your right to bring a tribunal claim, except in an LRA-recorded settlement or a compromise agreement signed after independent legal advice.

Your rights in meetings

At a disciplinary or grievance hearing, you have the right to be accompanied by a colleague or trade union representative. Before any dismissal, your employer must tell you the reasons in writing, meet you, and offer an appeal.

Traps to avoid

Missing the three-month deadline. Not raising a written grievance first. Resigning in anger before taking advice: resignation is a claim only if your employer has seriously breached your contract. Signing anything at a final meeting without advice. Posting about your employer on social media. Failing to look for new work after dismissal. Copying confidential documents you are not entitled to take.

Constructive dismissal

If your employer seriously breaches your contract, for example by cutting your pay or tolerating bullying, you may be able to resign and claim unfair dismissal. You must act promptly and resign because of the breach. Take advice first: these claims are difficult.

Emma, aged 60: “we want a younger team”

Emma, aged 60, has worked for 15 years as an office administrator, earning £32,000 a year (about £615 a week), with a 5% employer pension contribution. The managing director, Michael, aged 45, tells her the business “wants a younger team going forward” and that she should finish at the end of the month. Nothing is put in writing, and she is offered no appeal.

Emma’s claims

- **Direct age discrimination:** the “younger team” remark is strong evidence, and the burden shifts to the employer.
- **Unfair dismissal:** Emma has more than a year’s service, and there was no fair reason or fair process.
- **Automatic unfairness:** the statutory procedure was not followed, so her award should be increased.
- **Notice pay:** she is entitled to 12 weeks, not one month.
- **Written statement:** if she never received one, two to four weeks’ pay may be added.

What Emma could recover

Element	Approximate
Basic award: 15 years × 1.5 × £615	£13,840
Notice pay shortfall (about 8 weeks)	£4,900
Loss of earnings and pension, say 18 months	£45,000
Injury to feelings (middle band)	£15,000
Uplift for procedural failure (10% to 50%)	£6,000 to £30,000
Possible total, before interest	£85,000 to £110,000

Illustrative only. If Emma cannot find work before retirement, her loss could be much greater.

What Emma should do now

- Write down exactly what was said, when, and who was present.
- Do not resign or sign anything before taking advice.
- Raise a written grievance, setting out what happened and that she believes it was because of her age.
- Ask for the reasons for her dismissal in writing.
- Diarise the three-month deadline, and contact the LRA in good time.
- Check her home insurance for legal expenses cover.
- Start looking for work, and keep a record of every application.
- Consider sending a questionnaire about the ages of those retained and recruited.

Likely outcome

A claim like Emma’s often settles at early conciliation or shortly after the claim is lodged, through a compromise agreement. A realistic settlement takes account of her prospects of new work, the risks on both sides, and the time a hearing would take.

Negotiating well

Know your realistic range before negotiating. Put proposals in writing, consider non-financial terms such as an agreed reference, and remember that an early settlement avoids months of stress and the risk of losing at a hearing.

Keeping it proportionate, mediation, the border, and our role

Focus on what matters

Tribunal claims are stressful and can take many months. Spending time and money arguing about a single disputed holiday day, a small expense claim or the precise wording of a letter is rarely worth it. We will give you an honest view of the strengths and weaknesses of your case, what you might realistically recover, and the cost of getting there, so that you can make an informed decision.

Mediation and conciliation

- **Workplace mediation** can resolve a dispute while you are still employed, and keep your job.
- **LRA early conciliation** is free and confidential, and many claims settle at this stage.
- **Judicial mediation** may be offered by the tribunal.
- **A negotiated exit** under a compromise agreement can include compensation, a reference and agreed wording for colleagues.

Claims are rising

GB tribunals received 23% more single claims in 2024/25, and complaints to the Workplace Relations Commission in the Republic rose by 44% in 2025. Employees are increasingly prepared to enforce their rights.

Deadlines at a glance

Raise a written grievance as soon as possible. Contact the LRA within three months, less one day, of dismissal or the act complained of (six months for redundancy or equal pay). Lodge your claim before the extended deadline on your early conciliation certificate. Appeal internally within the time your employer allows, usually five working days.

Living or working across the border

If you live in one jurisdiction and work in the other, which law and which tribunal applies depends mainly on where you habitually work and on your contract. If you work in the Republic, your claim will usually be brought to the Workplace Relations Commission under Irish law, which has different time limits (generally six months), procedures and compensation rules. Take advice early on which forum is right for you.

How we help employees

- Early advice on your rights and the merits of a claim.
- Drafting grievances, appeals and questionnaires.
- Early conciliation and negotiation with your employer.
- Advising on compromise agreements, often funded by your employer.
- Preparing and presenting claims at the Industrial and Fair Employment Tribunals.
- Working with your legal expenses insurer or trade union.
- Cross-border advice in both jurisdictions.

Bring to your first meeting

Your contract and any written statement, recent payslips, the dismissal letter or other key letters, emails and messages, your notes of meetings, and details of any legal expenses insurance or union membership.

Talk to us before you act

The earlier you take advice, the more options you have, and the less likely you are to miss a deadline.

