J. M. BUTLER & CO.
Accountants & Tax Advisors / Registered Auditors

J.M. Butler Newsletter

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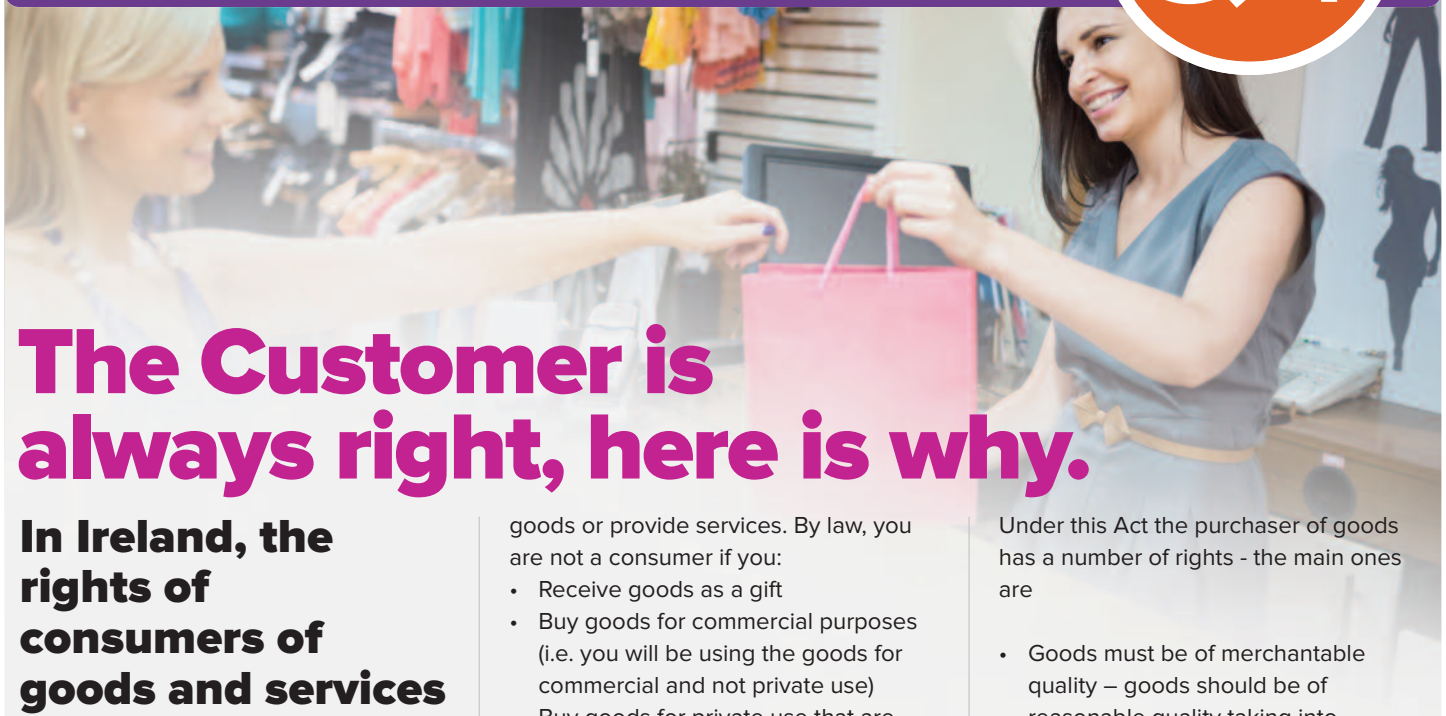

The Customer is always right, here is why.

In Ireland, the rights of consumers of goods and services are protected by Irish and EU laws.

Consumer law aims to ensure that consumers have enough information about prices and quality of products and services to make suitable choices on what to buy. Consumer law also aims to ensure that goods are safe and are manufactured to an acceptable standard. Consumer law only takes effect in certain situations and depends on what the contract is between the consumer and the provider of the items or services in question.

If you are not satisfied with the seller's response you may be able to take a claim to the Small Claims Court.

Who is a consumer?

Generally speaking a consumer is defined in Irish law as a natural person who buys goods or a service for personal use or consumption from someone whose business it is to sell goods or provide services. By law, you are not a consumer if you:

- Receive goods as a gift
- Buy goods for commercial purposes (i.e. you will be using the goods for commercial and not private use)
- Buy goods for private use that are normally used for business purposes
- Buy goods from an individual who is not in business (i.e. you buy a car from an individual whose normal business is not selling cars)

What is a contract?

A contract is a formal agreement between two or more people that is enforceable by law. When you buy goods or services you enter into a contract with the seller. Contracts are made up of terms; some of which can be implied terms. Contracts may be written or oral. It is easier to know what the terms are in a written contract but an oral contract is also enforceable in law. Contracts may differ in many ways and there are no hard and fast rules governing what terms should be in a consumer contract. Consumer contracts are protected by the Sale of Goods and Supply of Services Act, 1980.

Under this Act the purchaser of goods has a number of rights - the main ones are

- Goods must be of merchantable quality – goods should be of reasonable quality taking into account what they are meant to do, their durability and their price
- Goods must be fit for their purpose – they must do what they are reasonably expected to do
- Goods must be as described - the buyer must not be mislead into buying something by the description of goods or services given orally by a salesperson or an advertisement.

When you buy goods in a sale you have the same rights as when you pay full price for the goods. If you have a contract with a supplier of services you can expect that:

- The supplier has the necessary skill to provide the service
- The service will be provided with proper care and diligence
- The materials used will be sound and that goods supplied with the service will be of merchantable quality

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What happens if things go wrong?
If you have a problem with an item that you have bought it is always the seller who should put things right. As a general rule, the seller can either repair or replace the item. Alternatively, they can refund the costs of the item or service to the consumer.

If you are not satisfied with the quality of goods or services you can:

- Return the goods to the supplier who sold it to you (you should not return the goods to the manufacturer)
- Act as soon as you can – a delay can indicate that you have accepted faulty goods or services
- Do not attempt to repair the item yourself or give it to anyone else to repair it
- Make sure that you have a proof of purchase (a receipt, cheque stub, credit card statement or invoice)
  You have no grounds for redress if
- You were told about the defect before you bought the item (for example, if the goods were marked 'shop soiled')
- You examined the item before you bought it and should have seen the defect
- You bought the item knowing that it wasn't fit for what you wanted it to do
- You broke or damaged the product
- You made a mistake when buying the item (for example, if you bought an item of clothing thinking it was black when it is actually navy)
- You change your mind

Retailers are not obliged to give refunds or credit notes under the above circumstances even if you show proof of purchase.

It is important to note that there are no hard and fast rules as to which remedy you should be entitled to. When seeking redress for problems with goods or services the circumstances of each individual case must be taken into account.

If you are not satisfied with the seller's response you may be able to take a claim to the Small Claims Court.

If you made your purchase using your debit or credit card you may be able to get your bank or credit card company to reverse the transaction. This is called a chargeback. You should contact your card provider as soon as possible. Give them details of the transaction you are disputing and request that they follow it up. Most card schemes offer full chargeback rights to consumers, but with some debit cards schemes you cannot use the chargeback facility if you did not receive the goods.

Paying deposits
A deposit is a payment made to a supplier of a product or a service by a consumer which indicates an intention to buy a product or a service. The amount of the deposit and the timing of payment of the balance are a matter between the consumer and the supplier. When you pay a deposit for goods a contract is created between you as a consumer, and the supplier of the product or service. You should be clear at the time of paying a deposit what your obligations are (e.g. when you need to pay the balance, how much each payment is etc). You should also be clear about the duties of the supplier (e.g. when the product will be available).

It is always easier to know what your rights and responsibilities are if you have details of the contract in writing, however, a verbal contract is also enforceable. If the supplier does not adhere to the terms of the contract (e.g. delivery of a product takes significantly longer than stated) you may have a right to ask for your deposit to be returned. If you pay a deposit to a supplier who, in return, holds an article for you and you change your mind about paying the balance the supplier may not in all these circumstances be obliged to return your deposit.

If the seller goes out of business before goods are delivered
If you buy goods (or pay a deposit on them) and the seller goes out of business before they are delivered, you may have considerable difficulty in getting either the goods or your money back. Usually the seller in these circumstances owes money to a number of people so your claim is just one of many. There are rules for the priority to be given to the various debts in the case of the business going into liquidation or receivership. Generally, the individual customer is low in the order of priority. If you paid for the goods by credit card, it is worthwhile to contact the credit card company who may not have actually paid or may be able to cancel the payment – you do not have a right to have this done but the credit card company may be able to do it for you. Information on how to protect yourself from sellers who may go out of business and on your rights if a business is liquidated is available on the Competition and Consumer Protection Commission's website.

Information on Goods, Services and Prices
Consumers are entitled to information which protects them from false claims about goods, services and prices under the Consumer Protection Act 2007. Under the act it is an offence for any retailer or professional to make a false or misleading claim about goods, services and prices. It is also an offence to sell goods which bear a false or misleading description.

Claims about the weight, ingredients and performance of goods must be stated truthfully. Also claims made about how items operate and where they were made must be true.

Claims about the time, place or manner in which a service is provided and claims about the effect of a service and the service providers must also be true.

This act also covers claims about prices. Actual prices, previous prices and recommended prices of goods and services must be stated truthfully. Where a price is stated it should be clear what particular item it relates to. It should be the total price and there should be no hidden extras. If a retailer makes a mistake the buyer does not have the right to demand that the goods be sold to them at the marked price.

The Minimum Wage Explained

Ireland has a comparatively high minimum wage in terms of money paid. However, the cost of living in Ireland is also relatively high, so any gain in wages is offset by paying more for goods and services.

Generally, the amount of pay you receive for working is a matter for agreement between you and your employer. These negotiations normally occur when you receive an offer of a job. However under the National Minimum Wage Act 2000 most employees are entitled to a minimum wage. There are sub-minimum rates for some people such as those aged under 18 - see 'Rates' section below. There are other minimum rates of pay for employees in certain sectors. In some sectors they are set out in Employment Regulation Orders (EROs) made by Joint Labour Committees. You can find out more in our document, Employment Regulation Orders and registered employment agreements.

National minimum wage

Since 1 January 2017 the national minimum wage for an experienced adult employee is €9.25 per hour. An experienced adult employee for the purposes of the National Minimum Wage Act is an employee who has an employment of any kind in any 2 years over the age of. However, the national minimum wage (NMW) does not stop an employer from offering a higher wage.

Calculating the hourly rate

Under Section 20 of the National Minimum Wage Act 2000 the basic method of calculation is to divide the gross pay by the total number of hours worked. To begin with, however, it is necessary to note what pay is taken into account, what hours are included as working hours and what is the pay reference period (over what period the calculation is made). There are a number of items that are not to be included in the minimum wage calculation, these are:

- Overtime premium
- Call-out premium
- Service pay
- Unsocial hours premium
- Tips which are placed in a central fund managed by the employer and paid as part of your wages
- Premiums for working public holidays, Saturdays or Sundays
- Allowances for special or additional duties
- On-call or standby allowances
- Certain payments in relation to absences from work, for example, sick pay, holiday pay or pay during health and safety leave
- Payment connected with leaving the employment including retirement
- Contributions paid by the employer into any occupational pension scheme available to you
- Redundancy payments
- An advance payment of, for example, salary: the amount involved will be taken into account for the period in which it would normally have been paid
- Payment in kind or benefit in kind, other than board and/or lodgings
- Payment not connected with the person's employment
- Compensation for injury or loss of tools
- Award as part of a staff suggestion scheme
- Loan by the employer to you

For the purposes of the national minimum wage your gross wage includes, for example, the basic salary and any shift premium, bonus or service charge.
If you receive food (known as board) and/or accommodation (known as lodgings) from your employer, the following amounts are included in the minimum wage calculation:

- €54.13 for full board and lodgings per week, or €7.73 per day
- €32.14 for full board only per week, or €4.60 per day
- €21.85 for lodgings only per week, or €3.14 per day

Working Hours

Your working hours are whichever is the greater. The hours set out in any document such as a contract of employment, collective agreement or statement of terms of employment provided under the Terms of Employment (Information) Act 1994, or thee actual hours worked or available for work and paid. These include overtime, travel time where this is part of the job, time spent on training authorised by the employer and during normal working hours. They do not include time spent on standby other than at the workplace. Time on leave, lay-off, strike or after payment in lieu of notice. Time spent travelling to or from work.

Exceptions to those entitled to receive the national minimum wage

There are some exceptions to those entitled to receive the national minimum wage. The legislation does not apply to a person employed by a close relative (for example, a spouse, civil partner or parent) nor does it apply to those in statutory apprenticeships. Also some employees such as young people under 18 and trainees are only guaranteed a reduced or sub-minimum rate of the national minimum wage.

Sub-minimum rates

Under the National Minimum Wage Act young people and those in the first 2 years of employment can be paid lower rates – called sub-minimum rates. See 'Sub-minimum rates' below for examples of how these rates are applied depending on age and experience.

Trainees

The National Minimum Wage Act also provides sub-minimum rates which apply to employees who are aged over 18 and undergoing a course of structured training or directed study that is authorised or approved of by the employer. The Act provides certain criteria which the training course must meet if the trainee rates are to apply. For example, the training or study must be for the purposes of improving the work performance of the employee; the employee's participation on the training or study must be directed or approved by the employer; at least 10% of the training must occur away from the employee's ordinary operational duties; there must be an assessment and certification procedure or written confirmation on the completion of the training course.

How to Manage Money after a Death

When a person close to you dies, it can be difficult to deal with the many things that have to be decided and done at a time of such considerable stress.

However, there are issues such as possible social welfare entitlements, tax and other money matters that may need to be addressed.

Access to money
If you were married to, in a civil partnership or living with the deceased you may need immediate access to the deceased's money. You may also be the beneficiary of an insurance policy or entitled to a pension. If the deceased was getting a social welfare payment or you were claiming for them as a dependant, or you were getting a Carer's Allowance to look after them, it's important that you notify the Department of Social Protection of the death. There are also payments provided by both the Department of Social Protection and the Health Service Executive (HSE) that are available to help out families during this difficult time.

Tax
There are specific rules about taxation in the year of a person's death, for example, a tax refund may be due. There are also extra credits for widowed parents in the years following the death of a spouse/civil partner. If your PPS No. is the same as your spouse's number, but with a W at the end, you may need a new PPS No. to claim new tax credits or refunds.

Bills and loans
You need to make sure that all your essential ongoing bills are changed into your name (if not already so). A phone call is all that is needed for electricity, gas and telephone accounts. If you have a mortgage or other loan that was in joint names, again you will need to inform the lender of the death.
Where personal loans are concerned, you are only liable for those debts that you yourself have signed for. If you are having difficulty making the payments, you should let the company know what has happened and ask for time to work out what you can actually afford given your changed circumstances.
If you are asked to take over the payments on a loan in the sole name of the deceased, you are not legally obliged to do so as this should be paid out of the estate - seek advice from one of the agencies listed below if you are not sure what to do.

Deceased person's estate
When a person dies, his/her property passes to his/her personal representative. The personal representative then has the duty to distribute the deceased's money and property in accordance with the law, the will - if there is one - or the laws of intestacy if there is no will. If your deceased spouse/civil partner made a will you have an automatic right to a share in the estate which is often called "a legal right share". If you are separated your inheritance rights may have been renounced or extinguished. Once a decree of divorce/dissolution is granted, inheritance rights are automatically extinguished. Cohabiting couples in Ireland have no automatic right of inheritance on the death of either partner.

Dormant Accounts
The deceased may have had an account in a bank or building society which had not been used for some time. A dormant account is defined by the Dormant Accounts Act 2001 as one where no customer-initiated transactions have taken place within a 15 year period. If the financial institution concerned can't contact the account owner in these circumstances, then the money in the account is transferred to the Dormant Accounts Fund. The proceeds of life insurance policies, which are considered dormant, are also transferred to the fund. The funds are used to help alleviate poverty and provide services to people with disabilities..

Dealing with the deceased's debts
Any debts must be paid out of the estate before anything else. Where there is not enough money in the estate to pay all outstanding bills or debts, those concerning the funeral, administration of the estate and concerning the will take priority, followed by debts that have security (such as housing loans) and lastly unsecured debts (e.g. personal loans) Some debts may be covered by loan protection insurance in the event of death (e.g. credit union loans).

If you are experiencing financial difficulties following a bereavement, it is important to deal with these at an early stage as ignoring the problem will only lead to matters getting worse.

You can get advice from your local Money Advice and Budgeting Service (MABS) as to how to go about this. Each MABS is a free, confidential, independent service staffed by trained money advisers.

FLAC (Free Legal Advice Centres) are an independent, voluntary organisation that operates a network of legal advice clinics throughout the country. These clinics are confidential, free of charge and open to all.

Leaving Ireland – What you need to know

If you are planning to move abroad, you can prepare yourself in advance by getting as much information as possible about the country to which you are travelling.

You can search for this information online and also get information from your travel agent or the embassy of the relevant country. You can use the library and, if possible, get in touch with people who have lived there previously. When you arrive at your destination, you may find that a lot of the attitudes and practices that you take for granted and consider "normal" are in fact peculiar to Irish culture. It can take time to settle into a new way of life.

Before you leave

Whether you are planning to spend time travelling abroad or are moving to another country to work, you should apply for an Irish passport if you don't have one already. It is important to consider what the health issues are. If you are going to the European Economic Area (EEA) or Switzerland to travel or look for work you should get the European Health Insurance Card. If you are travelling outside the EEA, you are strongly advised to seek specific holiday or health insurance before you travel and you should also check if you need to get vaccinations. You can check whether you can use or exchange your Irish driving licence when you move abroad.

In addition to your passport, other useful documents to bring with you include: Your birth certificate, Your driving licence and/or international driving permit, Your student card, any visas or work permits you may need. The European Health Insurance Card and/or other documents relating to health insurance. Your CV. Contact names and numbers of your family/friends/next-of-kin in Ireland. Contact information for your nearest Irish embassy/consulate in the country to which you will be travelling. Any relevant certificates from education or training courses you have completed. References for work. A record of your employment and social insurance contributions in Ireland. Before you leave Ireland, you should get form E104 and form U1 (formerly E301) from the International Records Section of the Department of Social Protection. These forms provide details of your Irish social insurance record and will be required if you need to claim sickness, maternity or unemployment benefits while you are living in another European country. For your own records you should also keep a record of your employment history (for example contracts, payslips, letters from employers, references).

Working abroad

Whether you are planning to work within the European Union (EU) or work in a country outside the EU, you may find advertisements for jobs abroad in Irish and foreign newspapers as well as on job websites.

European Union: You can find out about work and retirement in the EU on europa.eu. It has information on a range of topics including residence formalities and travel. If you are planning to work in the EU you should also check with your local employment services office or Intreo centre. Each office has a EURES noticeboard advertising vacancies from a range of European countries.

Volunteering

If you are interested in working as a volunteer in another country there is information on Volunteer.ie

Social security

If you leave Ireland to live or work in another country or if you are returning to your own country having worked in Ireland you may be entitled to receive social security benefits in the country you are moving to.

Ireland has social security arrangements with other countries that allow you to combine social insurance contributions that you have paid in Ireland with social insurance contributions that you have paid in another country. This can help you to qualify for a social insurance payment in Ireland or in a country with whom Ireland has a social security arrangement.

Social security arrangements that Ireland has with other countries can be divided broadly into two groups:

- Countries covered by European Union (EU) regulations
- Countries with whom Ireland has Bilateral Social Security Agreements

The EU/EEA countries covered by these Regulations are: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Liechtenstein, Luxembourg, Latvia, Lithuania, Malta, Norway, Portugal, Poland, Romania, Spain, Sweden, Switzerland, Slovakia, Slovenia, Netherlands, and the United Kingdom (including the Channel Islands and the Isle of Man - see 'Bilateral social security agreements' below).

EU regulations relating to social security generally apply to the following people:

- Nationals of the countries covered by the regulations.
- People with the status of stateless people or refugees who are living permanently in any of the countries covered by the regulations and their dependants or survivors.

Bullying In The Workforce

Bullying is repeated inappropriate behaviour that undermines your right to dignity at work.

It can be done by one or more persons and it is aimed at an individual or a group to make them feel inferior to other people. Bullying can be verbal bullying, physical bullying or cyber bullying which is carried out on the internet or mobile phones, through social networking sites, email and texts. It can take many different forms such as:

- Social exclusion and isolation
- Damaging someone's reputation by gossip or rumours
- Intimidation
- Aggressive or obscene language
- Repeated requests with impossible tasks or targets

The Employment Equality Acts 1998-2015 place an obligation on all employers to prevent harassment in the workplace. Sexual harassment and harassment on any of the following grounds – civil status, family status, sexual orientation, religion, age, disability, race or membership of the Traveller community – are forms of discrimination in relation to conditions of employment. Bullying which is not linked to one of the discriminatory grounds above is not covered by the Employment Equality Acts.
The Code of Practice on Sexual Harassment and Harassment at Work aims to give practical guidance to employers, and employees on how to prevent sexual harassment and harassment at work and how to put procedures in place to deal with it.
If you are being bullied at work and it is not covered by the Employment Equality Acts, you may still have legal rights.

Health and safety at work
Bullying in the workplace can affect both the safety and the health of employees. Under the Safety, Health and Welfare at Work Act 2005 employers have a duty to ensure the health and safety of their employees in the workplace. Under section 8 of the Act your employer is required to "prevent any improper conduct or behaviour likely to put the safety, health and welfare of employees at risk". Your duty as an employee is not to engage in improper behaviour which would endanger the health, safety and welfare of yourself or the other employees.
The Health and Safety Authority works to ensure that workplace bullying is not tolerated and that employers have procedures for dealing with bullying at work. It provides information and advice on bullying and is responsible for the Code of Practice for Employers and Employees on the Prevention and Resolution of Bullying at Work (pdf). This Code sets out guidance notes for employees, employers and trade unions on dealing with bullying in the workplace.
Your employer must take reasonable steps to prevent bullying in the workplace. There should be an anti-bullying policy and established procedures for dealing with complaints of bullying in the workplace. Your employer should deal with such complaints immediately. The Workplace Relations Commission has a Code of Practice detailing Procedures for Addressing Bullying in the Workplace.

What should you do?
You need to find out what to do if you feel you are being bullied. The National Anti-Bullying Research and Resource Centre can provide guidance on your options. You should begin by making it very clear to the person concerned that you find their behaviour unacceptable and undermining. If this informal approach is not enough to resolve the issue and in situations where the bullying continues, you may need to consider making a formal complaint. You should report the bullying to a manager. Your employer's policy on bullying should clearly set out what will happen when a formal complaint is made, how the complaint will be investigated and who will carry out the investigation, taking into account issues of confidentiality and the rights of both parties.

Complaints
If you feel that your complaint about bullying has not been dealt with properly by your employer, you may make a complaint under employment equality or health and safety legislation to the Workplace Relations Commission. You must use the online complaint form available on workplacerelations.ie and complaints must be brought within 6 months. This time limit can be increased to 12 months if "reasonable cause" for the delay can be shown

Unfair dismissal: If the bullying becomes unbearable and you are forced to leave your job, you may be entitled to claim constructive dismissal under the Unfair Dismissals Acts 1977-2007. This means that although you left your job voluntarily, in reality you were forced to do so because of the way that you were being treated. It is recommended that you should obtain legal advice about your rights before leaving your job. If you qualify under the unfair dismissals legislation, you may make a claim to the Workplace Relations Commission.

Victimisation: If you bring a claim under employment equality, health and safety, or unfair dismissals legislation you cannot then be subjected to victimisation at work.

Personal injury claim: If the bullying or harassment at work is so great that it causes your health (physical or psychological) to suffer or be affected, you may also be entitled to bring a claim for compensation for personal injury. You cannot seek compensation from your employer under the health and safety legislation but you can make a personal injury claim through InjuriesBoard.ie.

A General Guide to Making a will

A will is a witnessed document that sets out in writing the deceased's wishes for his or her possessions, (called his or her 'estate'), after death.

What happens if you die having made a will

If you have made a will, you are called a testator (male) or testatrix (female). A person who dies having made a valid will is said to have died 'testate'. If you die testate, then all your possessions will be distributed in the way you set out in your will. It is the job of the executor or executors you named in your will to make sure this happens. There are legal limits as to how much of your property goes to which person, as set out in law in the Succession Act, 1965. An executor can be a beneficiary under the will. In other words, the executor can also inherit under the will.

After you die, somebody has to deal with your estate, by gathering together all your money and possessions, paying any debts you owe and then distributing what is left to the people who are entitled to it. If you leave a will before you die, one or more of the executors you named in your will usually has to get legal permission from the Probate Office or the District Probate Registry for the area in which you lived at the time of death to do this. Permission comes in the form of a document called a Grant of Representation.

If you did not name any executors in your will or if the executors are unable or unwilling to apply for a Grant of Representation, documents called Letters of Administration (With Will) are issued. When your estate is distributed, the legal rights of your spouse/civil partner and children, if any, will be fulfilled first after any debts are paid before any other gifts are considered.

What happens if you die without a will or your will is invalid

A person who dies without a will is said to have died 'intestate'. If you die intestate, this means your estate, or everything that you own, is distributed in accordance with the law by an administrator. To do this, the administrator needs permission in the form of a Grant of Representation. When a person dies without a will or when their will is invalid, this Grant is issued as Letters of Administration by the Probate Office or the District Probate Registry for the area in which the person lived at the time of death.

Distribution of your estate when you die intestate or have not made a valid will

The legal rules governing the distribution of your property apply:

- When you have not made a will
- When the will has been denied probate because it has not been made properly or a challenge to it has been successful
- When the will does not completely deal with all your possessions.

In these cases, after debts and expenses have been deducted, the estate is distributed in the following way. If you are survived by:

- A spouse/civil partner but no children (or grandchildren): your spouse/civil partner gets the entire estate.
- A spouse/civil partner and children: your spouse/civil partner gets two-thirds of your estate and the remaining one-third is divided equally among your children. If one of your children has died, that share goes to his/her children.
- Children, but no spouse/civil partner: your estate is divided equally among your children (or their children).
- Parents, but no spouse/civil partner or children: your estate is divided equally between your parents or given entirely to one parent if only one survives.
- Brothers and sisters only: your estate is shared equally among them, with the children of a deceased brother or sister taking his/her share.
- Nieces and nephews only: your estate is divided equally among those surviving.
- Other relatives only: your estate is divided equally between the nearest equal relationship.
- No relatives: your estate goes to the state.

The requirements of a valid will

It is possible to draw up a will yourself or you can hire a solicitor to help you. For a will to be legally valid, the following rules apply:

- The will must be in writing
- You must be over 18 (if you are or have been married you can be U-18)
- You must be of sound mind
- You must sign or mark the will or acknowledge the signature or mark in the presence of two witnesses.
- Your two witnesses must sign the will in your presence
- Your two witnesses cannot be people who will gain from your will and they must be present with you at the same time for their attestation to be valid. The witnesses' spouses/civil partners also cannot gain from your will.
- Your witnesses must see you sign the will but they do not have to see what is written in it.
- The signature or mark must be at the end of the will.

These are legal requirements and if they any of them are not met, the will is not valid. If you want to change your will after you make it, you can add a codicil (amendment or change) to your will; this codicil must meet the same requirements set out above.

The format of the will

You do not have to have your will in any set format. However, it is important that the will has the following:

- Your name and address
- A statement that says you revoke or disown all earlier wills or codicils, such as "I hereby revoke all former wills and testamentary instruments made by me and declare this to be my last will and testament".
- A clause or section of your will that appoints one or more executors, or people who will carry out your wishes in your will after you die, and stating

A General Guide to Making a will

these executors' names and addresses.
- A residuary clause, which is a section in your will that sets out how property not effectively dealt with in the will should be distributed. This is important because specific bequests, such as "I leave x.. to Sean Murphy" can fail (be considered invalid), and then revert to the residue to be decided by this residuary clause. Your residuary clause could say that anything not covered in your will would be a gift or legacy to someone, like "The remainder of my estate I leave to my daughter, Mary".
- Your will should be dated and signed by you and your witnesses. Usually, these signatures are underneath a line in the will that states "Signed by the testator in the presence of us and by us in the presence of the testator". This statement is called "an attestation clause". An attestation clause is not a formal requirement of a valid will, but it is advisable to include it in your will as it constitutes evidence that your will has been validly executed.

Changing or revoking your will

If you want to change your will, you and your witnesses must sign or initial the will in the margin of the page beside the changes. You can also change your will in the form of a memorandum or written note that is signed by you and your witnesses that refers clearly to the changes.

To change your will, you can also make a separate document, called a codicil, which is like an update added to the end of your will. This document, again signed by you and your witnesses, should set out clearly and accurately the changes you want to make to your will. These changes are then legally binding. However, if you plan to make a lot of changes to your will, instead of adding a codicil, it might be easier to simply revoke or disown your current will and make a new one, using the same procedures.

It is always possible for you to revoke your will. This can only be challenged if your mental capacity when you revoked your will is called into question.

Your will shall be revoked automatically in certain situations:
- If you marry or enter into a civil partnership, your will shall be revoked, unless your will was made in contemplation of that marriage or civil partnership.
- If you make another will, the first will you made shall be revoked.
- If you draw up a written document that is executed in accordance with the requirements for a will, your first will shall be revoked.
- If you burn, tear or destroy your will, it will no longer be considered valid. Or, if you have someone else destroy it, your will shall be revoked, provided this was done in your presence, with your consent, and with the intention of revoking your will.

Legal rights of spouses, civil partners and children when there is a valid will

In general, you are free to dispose of your belongings or estate as you wish, but your will is subject to certain rights of spouses/civil partners and other more limited rights of children. These rights are set out below.

Rights of a spouse or civil partner

If you have left a will, and your spouse/civil partner has never renounced or given up his/her rights to your estate, and is not "unworthy to succeed" in legal terms, then that spouse/civil partner is entitled to what is called a "legal right share" of your estate. This legal right share is:
- One-half of your estate if you do not have children
- One-third of your estate if you do have children

Your spouse/civil partner does not have to go to court to get this share, as any executor is obliged to grant this share where applicable. You can also make a bequest in your will that increases your spouse's/civil partner's legal right share, although if you do not specify that this gift is meant to be in addition to his/her legal right share, the executor may consider it part of that share and not an extra element to it. Your spouse/civil partner can choose to take either the assets specified under the will or his/her legal right share. The executors must inform your spouse/civil partner in writing of his or her right to choose between these two options and your spouse/civil partner must exercise this right within 6 months of receipt of notification or within 12 months of the taking out of the Grant of Representation.

Rights of children under a will

Unlike a spouse/civil partner, children do not have any absolute right to inherit their parent's estate if the parent has made a will. Children born inside or outside marriage and adopted children all have the same rights and there are no age restrictions.

However, a child may make an application to court if he/she feels that he/she has not been adequately provided for. It is important to seek legal advice before making such an application. An application must be made within 6 months of the taking out of a Grant of Representation. The court then has to decide if the parent has failed in his/her duty to the child in accordance with the needs of that child. Each case is considered individually, but it is important to remember that the legal right share of the spouse cannot be infringed in order to give the child a greater share of the estate. It can, however, reduce the entitlement of a civil partner.

The family/shared home

The surviving spouse/civil partner may require that the family/shared home be given to him/her in satisfaction of his/her legal right share, although if the house is worth more than the legal right share, the spouse/civil partner may have to pay the difference into the deceased's estate. A court may decide that this sum does not have to be paid if it would cause undue hardship to the spouse/civil partner or dependent children.