

AU-FAMdiv15

## Separation agreement

**Dated:** [date]

**Made between:** [all names in full]

**And;** [all names in full]

**This agreement is dated** [date]  
**It is made between:** [full name],  
**Of** [full address], "ABC"  
**And** [full name],  
**Of** [full address], "DEF"

**Background:**

- A. [ABC] and [DEF] have lived together in the same [house / / ]  
[ ].
- B. They have two children together [list names ]
- C. In addition [ABC] has [number] children [list names and dates of birth] and  
[DEF] [ ] [ ]  
]
- D. [ABC] and [DEF] separated on [date]

OR

- E. [ABC] and [DEF] have agreed to separate permanently as of [date]
- F. [ABC] and [DEF] have disclosed to each other all their assets, income and other financial circumstances,
- G. [ABC] and [DEF] enter this agreement freely and voluntarily and
- H. This agreement is made under [Section 90C/ Section 90 UD]  
1975 .
- I. There is no other financial agreement in force between the parties  
1975 .

**These are the terms of the agreement**

**The House / Home**

- 1. [ABC] and [DEF] will continue

OR

2. [Name] will find a different place to live [ ].
3. The Property, [full address], is owned by [ABC] and [DEF] as joint tenants / tenants in common.

:

- 3.1. [ABC] and [DEF] shall agree on the appointment of one or more estate agent(s) and the sale price and shall co-operate fully to achieve a sale. The net proceeds : [ ]
- 3.2. Until the completion of the sale, [ABC] and [DEF] will pay all outgoings as follows: [ , ]).
- 3.3. The net proceeds of sale will be divided in the shares: xx% to [ ] % [ ].

OR

4. [ABC] shall transfer all his legal and equitable interest in the Property at [full address] to [DEF], subject to the mortgage in favour of [name of bank/building society], for the price of \$[ ] , [ ]

OR

5. [ABC] shall transfer all his legal and equitable interest in the [ ] [ ], [ ] / [ ] :

- 5.1. [DEF] shall immediately instruct his / [ ] \$[ ].

- 5.2. The sum charged shall be , .

- 5.3. [DEF] must :

- 5.3.1. his / her re- - [ 6 ];

5.3.2. [name], the youngest child, 18, - ;

5.3.3. the death of [DEF] ( / ).

**Personal effects**

6. Attached to this agreement as Schedule 2 is a list of the personal property of [ ] [ ] ,

7. [ABC] and [DEF] have already divided up

OR

8. The division of personal property has been agreed but not yet been fully implemented. It is [ / ] [ ] [ ] ].

9. [DEF] undertakes to inform [ABC] when [event / ] [ / ] [ ] . , [ ]

10. [DEF] undertakes to keep the possessions of [ABC] /

**Financial Assets**

11. In this agreement, Financial Assets include prospective or actual interests , 25 %

12. Attached to this agreement as part 1 of Schedule 3 is [ ] [ ] [ ] .

13. It is agreed that appropriate transfers shall be made

3 .

14. [ABC] and [DEF] shall do their utmost to

15. Until completion of any necessary formal transfer, the

### Business Property

16. In this agreement "Business Property" means

25 %

17. Attached to this agreement as part A of Schedule 4 is

[ ] [ ] [ ]

18. It is agreed that appropriate transfers shall be made

4 .

19. Each of the parties agrees to take whatever action is

/ / /

20. In respect of his / her shares and directorship in [ ], [ ]

/ ,  
[ / ]:

20.1. immediately resign as a director of the Company

;

20.2. immediately transfer to whomever the Company directs,

/

;

20.3. irrevocably authorise the Company to

;

20.4. not from that time represent to anyone

;

20.5. return to the Company without request all

;

20.6. delete all confidential information

;

20.7. not contact or communicate

;

OR

21. In this paragraph, “ ” /  
[ ].

[DEF] now agrees that / ,  
[ / ]:

21.1. not from that time represent

;

21.2. assist in the transfer of any

[ ] / ;

21.3. return to the Business without request

;

21.4. provide without request, a list of all

;

21.5. delete all data relating to the Business

/ .

22. [ABC] and [DEF] shall do their utmost to

, .

.

23. Until completion of any necessary formal transfer, the

.

**Maintenance for the other party**

24. [ABC] agrees to make maintenance payments to [ ]

/ , .

OR

25. [ABC] agrees to make maintenance payments to [DEF] limited

[ ] , /

/ .

26. In making this arrangement it is agreed that [DEF] is capable of returning to full / part

/

27. This payment will terminate and will - :

27.1. the death of either party;

27.2. the remarriage or 6 [ ] ;

27.3. Substantial breach of this , .

**Children maintenance arrangements**

28. Payments specified “ ”.

29. Schedule 5 contains a list of the principal payments necessarily made

[ ] .  
[ ] .

30. [ABC] will pay to [DEF] the sum of \$[amount] per month by standing order to a bank account /

, / [ ]

[ ] .

31. If [ABC] pays directly for any /

32. [ABC] will 5.

33.

34.

[ 18

] .

### Children parental rights arrangements

35. [ ] [ ] ,

36. / [ ] [ ] / :

36.1. ;

36.2. ;

36.3. [other . . .]

37. [ ] / [ ] [ ]

38. 6 . [ ] [ ] [ ]

### Lump sum payment

39. [ ] [ ] [ ] \$[ ] [ ] 7



## Provision for divorce

40. [ ] ,

41. [ ] /

42.

43. , [ ] [ ]

## Other matters

44. ,

45. [ ] [ ]

46. [ ] [ ]

47. 20 % [ ] [ ] /

48. ,

].

[ ]

.

[ ]

:

- this agreement on his rights; and

- 

**Signed:** [ABC]

[ ]

:

- this agreement on her rights; and

- 

**Signed:** [DEF]

### Certificate

[ ] [ ], , [ ] [ ]  
] :  
[ ] :  
:

- The effect of this agreement on his right;
- [ ], .

Signature

Date

**Certificate**

[ ] [ ], , [ ] [ ]  
] :  
[ ] :  
:

- The effect of this agreement on her right;
- [ ], .

Signature

Date

## **Schedule 1: Children information**

## **Schedule 2: Personal Property**

## **Schedule 3: Financial Assets**

## **Schedule 4: Business property**



## **Schedule 5: Children requirements**

# Explanatory notes:

## Separation agreement

### General notes

1. You are working on this document at a time when your life is probably in turmoil. Do, please do, and give time and
2. If you want to make this agreement stick, it is absolutely vital that both sides disclose
3. For this financial agreement to be legally binding, you:
  - signed the agreement and
  - received independent legal and financial advice before signing
4. A separation agreement is agreed between the two former partners without the intervention of the courts or any divorce proceedings.

### Notes following the numbered paragraphs. We have no comments on numbers missing from the sequence.

H This agreement has been drafted to comply with s90C/s 90D of the Family Law Act 1975 for married couples/  
90C

90D

1&2 Use the first option if you have already

3 Valuation and sale of property is a subject for frequent dispute. Get as much

6 Provides for one of you to give a second charge to the other to  
/

11 Financial Assets come in many forms. We have given you a division between passive investments and business or company assets.

25 %

24 It is generally recognised that a once-and-for-all split is far

35 This is an area where a judge will take little account of what the parties say.  
All

40 The Family Law Act 1975

The only ground for divorce is that the marriage has broken down irretrievably.

12

It is the requirement of the Family Law 1975

**End of notes**