

AU-FAMwed01

Binding financial agreement (Pre-nuptial agreement)

This deed is dated: [■ ■ ■ ■]

It is made between:

[Full Name]

And

[Full Name]

Background:

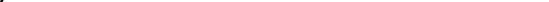
It is now agreed:

1. Definitions

These definitions apply in this agreement:

“Capital” means the value of Total Assets.

"Home" means the Property which the parties consider to ■ ■ ■

“Marriage” includes civil union and any comparable union recognised by the law of the Commonwealth of Australia “”

"Property"	means real property - land and buildings.
"Possessions"	means personal property and goods.
"Family Company"	means a company limited by shares, in which a party to this agreement owns at [40] % .
"Separation"	means any legal termination of the relationship, whether by divorce or any other process recognised in [" "].
"Sum Due"	means the sum due by the richer party to the [].
"Total Assets"	means all Property, Financial Assets and Possessions.
"Total Income"	means the average income, after payment of tax, as declared in a tax return, over [].

2. Interpretation and basis of agreement

This agreement shall be interpreted as [].

- 2.1. This is intended to be a contractual document to record arrangements made both during the Marriage and after Separation. However, no cause of action shall lie for a breach of this agreement until after the parties have separated [, []].
- 2.2. A reference to one gender shall include any or all genders and a reference to the singular may be interpreted [].
- 2.3. A reference to a paragraph or schedule is to a paragraph or schedule to this agreement unless the context [].
- 2.4. The headings to the paragraphs and schedules (if any) to this agreement are inserted [].

3. Effective date

4. Considered and true intention

5. Entire agreement

6. Arrangements for the Home

OR

- 6.3. The parties agree that they shall hold the beneficial interest in the Home as tenants in common in the proportions in which they have contributed to the [REDACTED] .

OR

OR

7. Separate ownership of Property and Possessions

AND / OR

8. Separate ownership of Total Assets

9. Personal property

- 9.1. "Personal property" means all loose physical property of any sort, such as cutlery, mobile [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED].
- 9.2. Personal property owned by one party [before today / before the parties first started to live [REDACTED]] [REDACTED]
[REDACTED].
- 9.3. Personal property acquired by either of the party after the date of this agreement shall continue to belong to that party alone [unless he / she makes clear in writing that [REDACTED] / [REDACTED]
[REDACTED] [REDACTED]].
- 9.4. Personal property acquired jointly by both parties after the date of this [REDACTED].

10. Banking and cash arrangements

- 10.1. The parties maintain a joint bank account ("The Joint Account"). Each of the parties will pay into this account enough money to meet regular living expenses. Each of the parties will contribute [half] of [REDACTED]
[REDACTED]. [REDACTED] [REDACTED].
- 10.2. The money in the Joint Account shall belong to the parties in equal shares regardless of the actual sums which either of [REDACTED]
[REDACTED] [REDACTED].
- 10.3. Any money in any bank account maintained separately by either party [REDACTED].

11. Living expenses

- 11.1. "Living expenses" means:
 - 11.1.1 support of [REDACTED]
[REDACTED];
 - 11.1.2 mortgage payments or rent;
 - 11.1.3 other agreed joint financial obligations;

12. Finance and borrowing arrangements

- 12.1. All liabilities incurred before today shall remain the [REDACTED]
[REDACTED]
[REDACTED] / [REDACTED].

12.2. A purported gift of part or all [REDACTED]
[REDACTED]
[REDACTED].

12.3. A credit contract or other loan [REDACTED]
[REDACTED]
[REDACTED].

- 12.4. A credit contract or other loan arrangement entered into by both parties shall be a joint obligation, [REDACTED] / [REDACTED], [REDACTED]
[REDACTED] / [REDACTED]
[REDACTED].

13. Children arrangements

If and when the [REDACTED], [REDACTED]
[REDACTED].

- 13.1. The parties accept that they have a full and joint responsibility for [REDACTED]
[REDACTED] - [REDACTED]
[REDACTED]
[REDACTED].
- 13.2. The parties shall share legal [REDACTED]
[REDACTED].
- 13.3. **The parties agree that the Children shall [REDACTED]**
[REDACTED] [REDACTED / [REDACTED] / [REDACTED] / [REDACTED] / [REDACTED]] [REDACTED].

OR

- 13.4. **The parties agree that the Children shall be brought [REDACTED]**
[REDACTED]
[REDACTED].
- 13.5. Neither of the party may take any Child out of Australia without the permission [REDACTED], [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

The following provisions apply specifically [REDACTED]

[REDACTED]
[REDACTED].

14. Each shall keep own Total Assets

Except as otherwise specified below, [REDACTED]
[REDACTED] / [REDACTED].

*[Below is a [REDACTED]
[REDACTED].]*

15. Home

- 15.1. If, at the date of Separation, the Home is [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].
- 15.2. Neither party shall claim to [REDACTED], [REDACTED]
[REDACTED].

OR

- 15.3. The parties agree that from the date of Separation, they shall hold the beneficial interest in the Home in the proportions in which they have [REDACTED]
[REDACTED], [REDACTED]
[REDACTED] ([REDACTED]
[REDACTED]).

OR

- 15.4. [name] is the sole beneficial owner of the Home and regardless of any contribution [REDACTED]
[REDACTED] [REDACTED], [REDACTED]
[REDACTED].
- 15.5. The Home will be sold and [REDACTED]
[REDACTED]
[REDACTED].

OR

- 15.6. The lease on [REDACTED]
[REDACTED].

- 15.7. If the parties Separate, either party shall agree to a sale between themselves, one to the other, or the parties shall sell in the open market. If [REDACTED], [REDACTED]
[REDACTED], [REDACTED] [REDACTED]
[REDACTED] [REDACTED] % . [REDACTED], [REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED]
% [REDACTED] [REDACTED].
- 15.8. [Enter name] is the sole beneficial owner of the Home. Upon a sale, he / she [REDACTED] [REDACTED]
[REDACTED]
[REDACTED]. [REDACTED]
[REDACTED], [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED].

16. Children arrangements after Separation

The parties accept that if any Child or Children is born to them, [REDACTED]
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED]:

- 16.1. the above provision preventing either of the [REDACTED]
[REDACTED]
[REDACTED], [REDACTED];
- 16.2. the Children [REDACTED]
[REDACTED];

OR

- 16.3. the Children will live [REDACTED]
[REDACTED];
- 16.4. the parties shall [REDACTED]
[REDACTED];
- 16.5. the Home shall not [REDACTED]
[REDACTED];

OR

- 16.6. the Home shall be sold within [six] months of the date of [REDACTED]
[REDACTED], [REDACTED] % [REDACTED]

- 16.7. if reasonably possible, all Children shall live in the same [12], [6] ;
 - 16.8. there shall be no presumption that a [] / ;
 - 16.9. if [name] gives up work to have and subsequently care for [18] ;
 - 16.10. [Her name] shall find employment or [];
 - 16.11. the parties irrevocably agree to accept joint care and custody of the Children and that [] ;

17. Financial support of Children

- 17.1. [Name 1] shall pay to [name 2] a monthly sum equal to [REDACTED]
[REDACTED] [25 %] [REDACTED] / [REDACTED]
[REDACTED] [REDACTED] \$ [REDACTED]
[REDACTED].
 - 17.2. The cost of supporting the [REDACTED]
[REDACTED].
 - 17.3. The amount of money payable by [REDACTED]
[REDACTED]
[REDACTED].
 - 17.4. Support payments shall be made for [REDACTED] /
[REDACTED] [18 / 21] [REDACTED].

18. Maintenance of wife / husband / partner

In the ██████████, ██████████:

All of this paragraph is a menu ██████████
██████████, ██████████, ██████████.

- 18.1. The provisions in this ██████████
██████████.
- 18.2. Neither party shall have any claim against the other for ██████████
██████████, ██████████, ██████████,
██████████, ██████████.

OR

- 18.3. The prospective Total Income of each party shall ██████████
██████████. ██████████, █
██████████:

 - 18.3.1 the extent to which future income is secure;
 - 18.3.2 how far the amount ██████████
██████████; ;
 - 18.3.3 how far and for how long, one of ██████████
██████████ / ██████████
██████████;
██████████;
 - 18.3.4 If [name] has day to day care ██████████
██████████ [3 ██████████], ██████████
██████████.

- 18.4. If a party has not worked in the last preceding three years to the full
extent of his/ ██████████, ██████████, ██████████
██████████ / ██████████ / ██████████
██████████ / ██████████.
- 18.5. Each party is deemed to be capable of earning a salary commensurate
██████████ / ██████████, ██████████. ██████████
██████████
- 18.6. So far as concerns Total Income, the Total Income of each party shall
be calculated and if the ██████████
██████████

- [20] % .
- 18.7. If the Total Income of the richer party exceeds the Total Income of the poorer [20] %, / .
- 18.8. Maintenance payments shall be paid monthly by any .
- 18.9. Maintenance payments shall be increased each year by .
- 18.10. Maintenance payments shall cease if .
- 18.11. Maintenance payments shall cease [5] .
- 18.12. Maintenance payments shall be reduced on a graduated basis starting [number] [20] % [] .
- 18.13. Maintenance payments shall not be .
- 18.14. After seven years maintenance [] .
- 18.15. If at any time, the party paying maintenance can / [20] %, .
- 18.16. No payment out of Total Income shall be made by one party to the other [] .

19. Family Company of one party

- 19.1. In this paragraph, a reference to a Family Company [REDACTED]
[REDACTED]
[REDACTED], [REDACTED] [100] % [REDACTED].
- 19.2. At Separation, a Family Company in which only one of the parties has a financial interest will be maintained intact and the controlling [REDACTED]
[REDACTED]
[REDACTED] / [REDACTED] . [REDACTED], [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].
- 19.3. At Separation, for the purpose of ascertaining [REDACTED]
[REDACTED], [REDACTED]
[REDACTED]:
 - 19.3.1 the market value [REDACTED]
[REDACTED];
 - 19.3.2 If different, [REDACTED];
 - 19.3.3 the net asset value of the company;
 - 19.3.4 [five] times the [REDACTED]
[REDACTED].

and no account [REDACTED]
[REDACTED].

20. Family Company of both parties

- [REDACTED], [REDACTED]
[REDACTED]
[REDACTED].
- 20.1. [REDACTED]
[REDACTED].
 - 20.2. [REDACTED]
[REDACTED].

- 20.3. [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].
- 20.4. [REDACTED]
[REDACTED].
- 20.5. [REDACTED] / [REDACTED],
[REDACTED] / [REDACTED]
[REDACTED], [REDACTED] [12] [REDACTED]
[REDACTED] / [REDACTED].
- 20.6. [REDACTED] : [REDACTED]
[REDACTED].

21. Capital payment by one party to the other

- 21.1. [REDACTED]
[REDACTED]
[REDACTED].
- 21.2. [REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED].
- 21.3. [REDACTED]
[REDACTED]
[REDACTED].
- 21.4. [REDACTED]
[REDACTED]
[REDACTED].
- 21.5. [REDACTED]
[REDACTED]
[REDACTED] [50] %
, [REDACTED]
[REDACTED].
- 21.6. [REDACTED]
[REDACTED] [50]
%, [REDACTED]
[REDACTED].

.....

21.7.
.....,
[.....]
.....:

Duration of marriage	% of difference to be transferred
Under five years	05
Five to ten years	10
Ten to fifteen years	15
Fifteen to twenty years	20
Over twenty years	25

21.8.
.....

21.9.
.....,
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.....

22. Confidential information

22.1.,
.....,
.....,
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.....,
..... /
.....,

22.2.
.....

23. Death of a party

- 23.1. [REDACTED], [REDACTED]
[REDACTED].
- 23.2. [REDACTED]
[REDACTED].
- 23.3. [REDACTED]
[REDACTED]
, [REDACTED], [REDACTED], [REDACTED], [REDACTED].
[REDACTED].
- 23.4. [REDACTED]
[REDACTED]
[REDACTED].
- 23.5. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

24. Miscellaneous matters

- 24.1. [REDACTED]
[REDACTED]
[REDACTED].
- 24.2. [REDACTED]
[REDACTED].
- 24.3. [REDACTED]
[REDACTED]
- 24.4. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED] / [REDACTED].

25. Statement of understanding

Signed:

[REDACTED]
[REDACTED]
[REDACTED] [REDACTED]
[REDACTED]
[REDACTED].

[REDACTED], [REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED].

Signed as a deed by [name]

Signature:

Witness: Name:

Address:

Signed as a deed by [name]

Signature:

Witness: Name:

Address:

Schedule 1: List of assets of Mr [name]

Schedule 2: List of assets of Ms [Name]

Schedule 3: Certificate

[REDACTED] [REDACTED], [REDACTED], [REDACTED]. [REDACTED]
[REDACTED] [REDACTED]:

[REDACTED] [REDACTED]:

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

Signature

Date: [date]

Schedule 4: Certificate

[REDACTED] [REDACTED], [REDACTED], [REDACTED]
[REDACTED] [REDACTED]
[REDACTED]. [REDACTED]:

[REDACTED]. [REDACTED]
[REDACTED]:

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

Signature

Date [\[date\]](#)

Explanatory notes:

Binding financial agreement (Pre-nuptial agreement)

General notes

1. Working out what to put in this document

Consider what might happen under circumstances of complete change:
financial disaster, critically sick child, superannuation loss, and also large ■ ■

Finally, do check carefully the remaining ■ ■ ■ ■ ■ ■ ■ .

2. Witnesses, duress and challenges

3. Enforcement

signed the agreement; a

received independent legal and financial advice before ■ ■ ■ ■ ■ ■ ■ .

4. Openness is critical

Paragraph specific notes:

Notes numbering refers to paragraph numbers.

1. Definitions

Change any definition if you wish. It is best to complete your agreement then to return to the beginning and check carefully to be sure that each defined term has been correctly used.

2. Interpretation and basis of agreement

3. Effective date

We strongly advise you not to change [REDACTED]

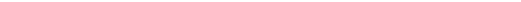
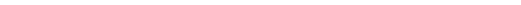
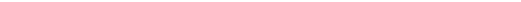
4. Considered and true intention

This provision is to strengthen your claim to a judge, if you have to use it ■ ■ ■

5. Entire agreement

Leave in place.

6. Arrangements for the Home

Whenever two or more people jointly own property there is a legal presumption that any owner can demand a  .



7. Separate ownership of Property and Possessions

8. Separate ownership of Total Assets

9. Personal property

10. Banking and cash arrangements

11. Living expenses

A menu of alternatives - .

12. Finance and borrowing arrangements

13. Children arrangements

14. Each shall keep own Total Assets

Do not touch or move this important provision.

15. Home

We have provided several alternatives for home ownership and division. The home may be owned by them as tenants in common or joint tenants. The difference is as follows: when a joint tenant dies, his share passes automatically to the other joint " " " " . , , , , .

16. Children arrangements after Separation

You will probably agree that if any problem were to arise, the local authority and the court will [REDACTED] “[REDACTED]”.
[REDACTED]
[REDACTED]
[REDACTED],
[REDACTED]

17. Financial support of Children

18. Maintenance of wife / husband / partner

The word “maintenance” has connotations of court and ■■■■■ . ■■■■■
■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■
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We hesitated to include this provision because it is now unusual for the appropriate order ■■■■■ , ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■
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Most divorce settlements now provide for a capital sum to replace an entitlement to maintenance. A ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■
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Other problems to discuss are: what happens to the income of the mother ■■■■■
■■■■■ ■■■■■ ? ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■
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Remember to provide how ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■
■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■

19. Family Company of one party

We think this is the right provision when a couple first ■■■■■ . ■■■■■
■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■
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Judges find it difficult enough to decide what is fair at the time of a divorce, ■■■■■
■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■
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In our experience this is an emotive area which can cause enormous anguish at divorce. In the writer’s opinion the problem ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■

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20. Family Company of both parties

21. Capital payment by one party to the other

22. Confidential information

23. Death of a party

24 Miscellaneous matters

..... ,

25. Statement of understanding

End of notes