

CA-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

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] [],

[], \$[]. , [] .

OR

5. [ABC] shall transfer all his legal and equitable interest in

[] [],
[]

:

1.1. [DEF] shall immediately instruct his /

[]
\$[].

1.2. The sum charged shall be

, .

1.3. [DEF]

:

1.3.1 his / her re- -
[6];

1.3.2 [name], the youngest child , -
18 -

;

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.

- :

27.1 the death of either party;

27.2

6

[];

27.3

,

Children maintenance arrangements

28. “ ”.

29. 5

[] .
[] .

30. [] [] \$[]

/

[] /
]

,

[] .

31. []

, /

32. []

5.

33.

34.

[18

] .

Children parental rights arrangements

35. [] []

, ,

36. [] []

/

/ :

36.1

;

36.2

;

36.3 [\[other ...\]](#)

37. []

/ / [] []

38. 6

. [] [] []

48.

,

[].

[] .

Signed: [ABC](#)

Witness: signature:

Name:

Address:

Signed: [DEF](#)

Witness: signature:

Name:

Address:

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, give time and
2. As we told you before you bought this document, completing it is not a form-filling exercise or even a multiple choice document. It is entirely your document. What we mean is that nothing is fixed. We have provided you with
3. If you want to make this agreement stick, it is absolutely vital that both sides disclose all their assets and income. Remember pension rights in particular. You should instruct a suitably qualified accountant to calculate the current value for you. There are formulae which are generally accepted. This
().
4. The abbreviated names in any document are a matter of choice. It is usual to use abbreviations for long names

Paragraph specific notes

Notes following the numbered paragraphs.

We have no comments on numbers missing from the sequence.

- 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

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 only way you will be granted a divorce in Canada is if you can prove to the courts that your

End of notes