

CA-FAMwed02

Cohabitation (living together) agreement

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Schedule 1: Details of the Property

This agreement is dated: [date]

It is made between:

[Name] of [address]

And

[Name] of [address]

Background:

1. Definitions

These definitions apply in this agreement:

“Business Assets” means assets used exclusively in the Business.

"Home"	means our principal residence which is [] .
"Personal Property"	means all physical property of any sort, such as cutlery, mobile phone, car,
"Property"	means real property other than the Home - land and buildings full details 1
"Business"	means a private company or a business including : <ul style="list-style-type: none"> • a trade or profession operated as, • a share in a partnership which, • a company limited by shares, in which a party owns at 10 %
"Separation"	takes place either when we agree that it takes place or has taken place, or, if we do not agree, it takes place []
"Sum Due"	means the sum due by the richer party to the
"Total Assets"	means all of Personal Property, Property,,
"Total Income"	means the average income as declared in a tax return, after payment of tax, over the period of three years immediately preceding the Separation. In calculating Total Income for a woman, [.....].
"Valuer"	means a professionally qualified accountant.

OR

- 2.7. [Enter name] is the sole beneficial owner of the Home. Upon a sale, he / she agrees to [REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED],
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED].

OR

- 2.8. [Enter name] is the sole beneficial owner of the Home and regardless of any [REDACTED]
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED].

2.9. At Separation, the net proceeds of [REDACTED]
[REDACTED]
[REDACTED].

2.10. We each agree that we shall not make an [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

3. The Valuer

4. Business property

So far as either of us, now or in future, owns a Business, the [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED].

5. Separate ownership of Total Assets

Each of us shall remain sole owner of our respective Total [REDACTED], [REDACTED], [REDACTED], [REDACTED].

6. Personal Property

- 6.1. Personal Property owned by one party [before entering [REDACTED] / [REDACTED]] [REDACTED].
- 6.2. Personal Property acquired by either of us after the date of this agreement shall continue [REDACTED] [REDACTED] / [REDACTED] [REDACTED] / [REDACTED] [REDACTED]].
- 6.3. Personal Property acquired jointly by [REDACTED] [REDACTED].

7. Banking and cash arrangements

- 7.1. We will maintain a joint bank account (the "Joint Account"). We will deposit into [REDACTED] [REDACTED] . [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] .
- 7.2. The money in the Joint Account shall belong to us [REDACTED] [REDACTED].

[REDACTED] [REDACTED]
[REDACTED].

9. Finance and borrowing arrangements

- 9.1. All liabilities incurred before entering into this agreement shall remain the exclusive [REDACTED]
[REDACTED], [REDACTED]
[REDACTED]/[REDACTED]
[REDACTED].
- 9.2. A purported gift of part or all [REDACTED]
[REDACTED]
[REDACTED].
- 9.3. A loan arrangement entered into [REDACTED]
[REDACTED].
- 9.4. A loan arrangement entered into by both parties shall be a joint obligation, so that [REDACTED]
[REDACTED]/[REDACTED],
[REDACTED]
[REDACTED]/[REDACTED].

10. Parenting arrangements

[If you wish to enter into a cohabitation agreement with no reference to children [REDACTED]

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

- 10.1. We agree to these points as being fair and [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].
- 10.2. We accept that we have a full and joint responsibility for [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].
- 10.3. We shall share legal custody [REDACTED]
[REDACTED].

13. After termination

- 13.1. The Home will be sold and [REDACTED]
[REDACTED].

OR

- 13.2. The party who does not own any interest in the Home [REDACTED]
[REDACTED] [REDACTED] / [REDACTED]
[REDACTED].

OR

- 13.3. The lease on [REDACTED]
[REDACTED].
- 13.4. We will immediately [REDACTED]
[REDACTED].
- 13.5. We will immediately and so [REDACTED], [REDACTED]
[REDACTED].
- 13.6. All obligations under this agreement [REDACTED]
[REDACTED]
[REDACTED].

14. Division of Total Assets on Separation

In the [REDACTED], [REDACTED]:

- 14.1. The Valuer shall be instructed to [REDACTED]
[REDACTED]
[REDACTED].
- 14.2. In making the valuation, [name's] [REDACTED]
[REDACTED] [50] % [REDACTED]
[REDACTED];
- 14.3. Assets acquired [REDACTED]
[REDACTED].
- 14.4. [REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

- 14.5. [REDACTED], [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] [50] % [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].
- 14.6. [REDACTED]
[REDACTED]
[REDACTED] [50] %, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].
- 14.7. [REDACTED]
[REDACTED], [REDACTED]
[REDACTED] \$[REDACTED] [REDACTED]
[REDACTED]:

Time lived together	% of difference to be transferred
Under five years	5
Five to ten years	10
Ten to fifteen years	15
Fifteen to twenty years	20
Over twenty years	25

15. Basic support of a party

- [REDACTED], [REDACTED]:
- 15.1. [REDACTED]
[REDACTED]
[REDACTED].
- 15.2. [REDACTED], [REDACTED]
[REDACTED]
[REDACTED] / [REDACTED], [REDACTED].
- 15.3. [REDACTED]
[REDACTED] [5]

- [] .
- 15.4. [] , []
[]
[]
[] [20] % []
[] , [] .
- 15.5. []
[] [20] %, [] / [] .
- 15.6. [] .
- 15.7. [] .
- 15.8. [] , [] \$[] :
Time lived together % of difference Duration of payments to be paid (Years)
- | | | |
|-------------------------|----|---------------------|
| Under five years | 5 | 1 |
| Five to ten years | 10 | 4 |
| Ten to fifteen years | 15 | 7 |
| Fifteen to twenty years | 20 | 10 |
| Over twenty years | 25 | For the joint lives |
- 15.9. [] , [] / [] .

16. Death of a party

17. Confidential information

18. Miscellaneous matters

[REDACTED]

18.10. [REDACTED]
[REDACTED].

18.11. [REDACTED], [REDACTED]
[REDACTED] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED].

Signed by [name of party]

Signed by [name of party]

Schedule 1: Details of the Property

[■]

Explanatory notes:

Cohabitation (living together) agreement

General notes

1. The purpose of an agreement such as this is as much to remind the parties what should be in it as to cement their rights in the event of issues arising. It is therefore important to take a dismal and pessimistic view at [REDACTED], [REDACTED]
[REDACTED].
2. It is impossible to cover all the arrangements a couple might wish to make. We have considered the most likely wishes of the parties but cannot have imagined every possibility. It is most important that you treat the document [REDACTED]
[REDACTED], [REDACTED].
3. If this agreement were to be litigated, the judge would want to be sure that both parties were aware of what they were entering into at the time they signed it. If you do not take formal legal advice, it may be necessary to show that the issues were fully discussed and agreed. It may also [REDACTED]
[REDACTED], [REDACTED], [REDACTED], [REDACTED].
4. We have provided possible figures (usually money) to enter in many places. It is entirely up to you what you put in. A proposal suitable for wealthy people in middle years [REDACTED]
[REDACTED].
5. Gifts and kindness: the agreement sets out specific fallback provisions. There is nothing to stop one party from taking it upon him / herself to make payments for the other of them. But [REDACTED]
[REDACTED].
6. Finally, remember that your circumstances will change, probably by more than you may now think possible. So Net Lawman advice is to be very specific only on matters that are important immediately, and take a broader view on events in [REDACTED]
[REDACTED].

Paragraph specific notes

Notes numbering refers to paragraph numbers.

1. Definitions

2. Arrangements for the Home

If you rent, it may be possible to delete this. We have provided for a future house purchase [REDACTED].

Whenever two or more people jointly own property there is a legal presumption that any owner can demand a sale at any time. If a sale is to ■ ■

18. Miscellaneous matters

A number of ██████████ ██████████ ██████████ ██████████
██████████ ██████████ ██████████ ██████████.

These are just as valid in ██████████ ██████████ ██████████
██████████ ██████████, ██████████ ██████████ ██████████
██████████.

Dispute resolution

There are many ways to settle a dispute. But an action in court is the least desirable because it takes a long time ██████████ ██████████

████████. ██████████ ██████████ ██████████ ██████████ ██████████
████████. ██████████ ██████████ ██████████ ██████████ ██████████
████████. ██████████ ██████████ ██████████ ██████████ ██████████
████████. ██████████ ██████████ ██████████ ██████████ ██████████ “█
████████. ██████████ ██████████ ██████████ ██████████ ██████████ ”.
████████. ██████████ ██████████ ██████████ ██████████ ██████████
████████.

End of notes