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"		
Back	ground:			
A.	ABC and DEF were	married / entered into ••••• • • • • • • • • [••••].		
B.	They have [two] child	dren together:		
	Full name	Date of birth		
C.	•••:	s [number] children and DEF = = = [= = =] = = = =		
	Children of ABC			
	Full name	Date of birth		
	Children of DEF			
	Full name	Date of birth		
D.	ABC and DEF have financial circumstance	disclosed to each other all their assets, income and other ces,		
E.	ABC and DEF enter	into this agreement freely and voluntarily and not .		

These are the terms of the agreement:

1. **Definitions**

"Business"	means any or all of:
	a trade or profession operated as \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare
	a share in a partnership which
	a company limited by shares, in which a party owns at least [10] % • • • • • • • • • • • • • • • • • •
	all commercial enterprises in which either party has an interest of [25] %
"Home"	means principal residence of ABC and DEF which ■ ■ ■ ■ ■ ■ ■ [■ ■ ■ ■].
"Financial Assets"	means shares, financial investments, pension rights,
	other rights,
"Personal Property"	means all physical property of any sort, such as
	cutlery, mobile phone, car, $\blacksquare \blacksquare \blacksquare \blacksquare$, $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare$
"Property"	means real property other than the Home - land and
	buildings, full details $\blacksquare \blacksquare \blacksquare$
"Separation"	means the date [enter date] at which ABC and DEF
Coparation	have agreed •••••••••••••••••••••••••••••••••••
Arrangements f	for the Home

2.1.	ABC and DEF will continue to •••••••••••••••••••••••••••••••••••
OR	
2.2.	[ABC / DEF] will find a different place to live $\blacksquare \blacksquare \blacksquare$
2.3.	If the Home is owned by [ABC] and [DEF] as joint tenants, then this agreement is notice by each of them to the other, that the joint tenancy

-		use this option if there is no outstanding loan secured on the
	••••	
2.4.	4. The Home shall be sold with ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■	
	2.4.1	ABC and DEF shall agree on the appointment of an estate agent and on the sale price and
	2.4.2	The net proceeds of sale will
		ABC: 50%
		DEF: 50%
	2.4.3	Until the completion of the sale, ABC and DEF • • • • • • • • • • • • • • • • • • •
		ABC: € [sum]
		DEF: € [sum]
•		use this option if there is no outstanding loan secured on the e of you is to •••••••••••••••••••••••••••••••••••
2.5.	in the F	nall immediately transfer all his / her legal and equitable interest dome to DEF, for the price of € [price]. When that ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
Home	and on	use this option if there is an outstanding loan secured on the e of you is to transfer all his / ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
2.6.	ABC no	ow transfers all his equitable interest in the Home to DEF and es that he now holds
2.7.		ome is charged as security for a loan ("the Loan") by [name of uilding society ("the Lender")]. The following steps ■ ■ ■ ■ ■ ■

	2.7.1	DEF shall use her best endeavours to obtain a formal, legal release for ABC by the
	2.7.2	If, within [number] years, DEF is unable to obtain that release of ABC, he / she will
		use this option if there is an outstanding loan secured on the e of you will ••••••••••••••••••••••••••••••••••
2.8.	•	rties shall not change the ownership of the Home. The Home ontinue to be occupied by [name of •••••••] •••••:
	2.8.1	[number] years have elapsed after today;
	2.8.2	the youngest child of the marriage reaches the age \blacksquare \blacksquare \blacksquare [18] \blacksquare \blacksquare \blacksquare ;
	2.8.3	[name of party occupying] enters into a ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	2.8.4	[name of party occupying] co-habits with the same $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare$
	2.8.5	the death of [name of party occupying], (when the Home shall
2.9.	[Name the party in continued occupation] agrees that he/she will not allow any person ("a Trespasser") other than her children, to live in the Home or	
2.10.		first to happen of the above events, the parties shall co-operate
	ABC: 5	0%
	DEF: 5	0%
2.11.	Until th	e completion of the sale, ABC and DEF will pay all outgoings in

2.12.	obtain a ABC / [occupa	each of this agreement, ABC / DEF does allow a Trespasser to a legal entitlement to live in the Home, he/she shall indemnify DEF against his /her loss of value reasonably attributable to the attion of
Optic	n five: ເ	use this option if ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .
2.13.		se ABC will no longer be living in the Home after today, DEF either to arrange a continuation of the tenancy in his / ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
2.14.	Either p	party may give formal, legal notice to the landlord to terminate ancy at the
Pers	sonal	Property
3.1.		ed to this agreement in Schedule 1 Part 1, is a list of the all Property of ABC and DEF before the [
3.2.		nd DEF have already divided up the Personal Property and hat Personal Property now in the
OR		
3.3.	The division of Personal Property has been agreed but not yet been fully implemented.	
	3.3.1	items listed in part 2A of Schedule 1
	3.3.2	items listed in part 2B of Schedule 1 • • • • • • • • • • • • • • • • • •
3.4.	party in good	ompletion of transfer as set out in last previous paragraph, the in the possession of Personal Property of the other, shall keep it it condition and make good

4. Financial Assets

5.

ABC:

4.1.	Attached to this agreement in Schedule 2, Part A is a list of the Financial Assets and all personal liabilities of ABC before the Separation. Schedule 2, Part B is a list of the Financial Assets and all liabilities of DEF before the Separation. The value
4.2.	Schedule 2, Part
4.3.	ABC and DEF shall do their utmost to give effect to the
4.4.	Until completion of any necessary formal transfer, the
	•••.
Ban	king and cash arrangements
	king and cash arrangements ABC and DEF agree to close the bank ••••••••••••••••••••••••••••••••••••
	king and cash arrangements
	king and cash arrangements ABC and DEF agree to close the bank ••••••••••••••••••••••••••••••••••••
5.1.	king and cash arrangements ABC and DEF agree to close the bank ABC and DEF agree that they are jointly responsible for the debts listed in Schedule 3. Repayment of these debts /
5.1.	king and cash arrangements ABC and DEF agree to close the bank BEC and DEF agree that they are jointly responsible for the debts listed in Schedule 3. Repayment of these debts

	DEF:				
5.4.	The remaining money or credit contained in				
	:	•			
	ABC:				
	DEF:				
5.5.	This paragraph does not entitle either party to any money	 			
Bus	ness				
6.1.	Attached to this agreement in Schedule 4 are details	! =			
6.2.	It is agreed that appropriate transfers				
0.2.		•			
	6.2.1 Business listed in part • • • • • • • • • 4 • • • • • • • • •	•			
	6.2.2 Business listed in part				
6.3.	Each of the parties agrees to take whatever action ••••• • • • • • • • • • • • • • • • •				
[Use	his provision if the Business is a a a a a a a a , a a a a a a a a a a				
	• • • • J				
6.4.	In respect of his / her shares and directorship in [company $\blacksquare \blacksquare \blacksquare$] ($\blacksquare \blacksquare $				
	6.4.1 immediately resign as a director of the Company				

		.;
	6.4.2	immediately transfer to whomever the Company directs, ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
		;
	6.4.3	irrevocably authorise the Company to appoint \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare
		-/;
	6.4.4	not from that time represent to anyone
		;
	6.4.5	return to the Company without request all
		;;
	6.4.6	delete all confidential information
	6.4.7	not contact or communicate
	0.4.7	
[Use		/
6.5.	-	ect of the business / partnership known as [■ ■ ■ ■], ■ ■ ■ ■
0.0.		
	6.5.1	not from that time represent
		■■■;
	6.5.2	assist in the transfer of •••••••••••••••••••••••••••••••••••
		= ;
	6.5.3	return to the Business without request
	6.5.4	provide without request, a list of all
		;

		ph is about real property other than your home. ■ ■ ■ ■ ■
• • • • .		
7.1.		ed to this agreement in Schedule 5 are • • • • • • • • • • • • • • • • • • •
7.2.	It is ag	greed that appropriate transfers shall
		:
	7.2.1	DEF will = = = = = = = = = = = = = = = = = =
	7.2.2	if the Property is held by the
7.3.	If the F	Property
	7.3.1	DEF agrees to do his / her
	7.3.2	
	7.3.3	ABC agrees to accept the continuing ■ ■ ■ ■ ■ ■ ■

6.5.5 delete all data relating to the Business \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare

8.	Lump sum payment				
	For the purpose of this paragraph "Total • • • • " • • • • • • • • • • • • • •				
	8.1.	The parties agree that ABC shall pay to DEF the capital ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■			
	8.2.	DEF agrees that after payment of the •••••, ••••/•••			
	8.3.	On payment of such amount, DEF agrees that •••/•••••••••••••••••••••••••••••••••			
		8.3.2 any other interest or claim • • • • • • • • • • • • • • • • • • •			
9.	Mai	ntenance for the other party			
	9.1.	ABC agrees to make			
	OR				
	9.2.	ABC agrees to make maintenance payments to DEF limited to a period			
	9.3.	In making this arrangement it is agreed that DEF is capable of returning to full / part time work • • • • • • • • • • • • • • • • • • •			
	9.4.	This payment will terminate and			

		9.4.2	the remarriage, entering into ••••••••;
		9.4.3	substantial breach of this • • • • , • • • • • • • • • • • • • •
10.	Chil	dren:	parental rights arrangements
	10.1.	All arra	ingements made in this agreement for the benefit of children
	10.2.	The AE	BC and DEF accept and agree that it
	10.3.		f ABC and DEF irrevocably agrees to do his / her ■ ■ ■ ■ ■ ■
			speak critically = = = = = = = = = = = = = = = = = =
			directly or indirectly
	10.4.	ABC ar	nd DEF agree that the
	OR	•	
	10.5.	ABC ar	nd DEF agree to
	10.6.		condition of this agreement that ABC has the opportunity
			.]

the death of either party;

9.4.1

	10.7.	ABC and DEF agree that any change to the I I I I I I I I I I I I I I I I I I
11.	Chil	dren maintenance arrangements
	Paym	ents specified
	11.1.	Schedule 6, Part A contains
	11.2.	It is agreed that ••••••••••••••••••••••••••••••••••
		11.2.1 items listed in • • • 6 , • • • • • • • • • • • • • • •
		11.2.2 items listed in • • • 6 , • • • • • • • • • • • • • • •
	OR	
	11.3.	ABC and DEF will each be responsible • • • • • • • • • • • • • • • • • • •
	OR	
	11.4.	ABC will pay to DEF the sum of €[amount] per month by ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	11.5.	The sum paid for Child Maintenance shall
	11.6.	The obligation to pay Child Maintenance for 18 / 21] 18 21 18 21 18 21 21 21
	OR	

11.7.	The obligation to pay Child Maintenance
Oth	er matters
12.1.	In calculating all of the money sums and
12.2.	ABC and DEF shall do
12.3.	Until completion of any necessary formal transfer, the
	•••.
12.4.	ABC and DEF agree that the financial arrangements contained in
12.5.	ABC and DEF agree that in the event of the death of either of them, neither will make a
	•••.
12.6.	If the income of ABC or DEF shall change by more than 20% = = = =
12.7.	This agreement shall be governed by the laws of Republic

[ABC]

Signed:

[DEF]

Schedule 1: Personal Property

Part 1: Description of Personal Property
[Enter full list = = = = = : = = = = = , = = = , = = = =
Part 2: Ownership of Personal Property after Separation
Part A: Personal Property of ABC
1
2
3
Part B: Personal Property of DEF
1
2
3

Schedule 2: Financial Assets				
[::::::::::::::::::::::::::::::::::				
Part A	Assets and	liabilities of ABC befo	ore Separation	
Description of	of asset	Approximate value	Liabilities	Value
Part B	Assets and	liabilities of DEF befo	ore Separation	
Description of	of asset	Approximate value	Liabilities	Value
Part C:	Ownership (of Financial Assets af	ter Separation	
[ABC]				

[DEF]

Schedule account			•	

Schedule 4: Details of the Business

[Enter detail of the company

Company name

Registration number

Address

Share capital

Number of shares each of you own]

[Enter detail of the partnership /sole trader

Business name

Address

Investment value

Share of ABC and DEF]

Ownership of the Business after Separation

Part A: ABC's ownership of the business

Part B: DEF's ownership of the business

Schedule 5: The Property			
[======]	•••••	• • • • • • • • • • • • • • • • • • • •	

Schedule 6: Children requirements

Part A: List of children requirements

Division of children requirements after Separation

Part B: Responsibilities of ABC

Part C: Responsibilities of DEF

Explanatory Notes

Separation agreement

General notes

1.	Your approach to using this document
	Do not be put off by the volume of this document. In drawing this document, we have tried to include everything you might need because many people
	Of course, there is a framework of law which controls divorce, but a judge will interfere only very rarely with what a separating couple decided and agreed. That means this document is merely a framework for the deal you want. No two couples will have the same set of assets, and want the same deal, so we have given
	•••••
2.	If you are not married or in a civil partnership, remember that this agreement is absolutely binding. You cannot •••••••••••••••••••••••••••••••••••
3.	We have used the names "ABC" and "DEF" throughout the document. It is for reference only. The best way to deal with this is to start by using find/replace to enter your own (first) names instead. The document is entirely ■ ■ ■ - ■ ■
4.	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 may need to instruct a suitably qualified accountant to calculate the current values for you. There are formulae which are generally accepted. This

Paragraph specific notes

Drafting notes following the numbered paragraphs

1. Definitions

	been able to provide you with defined terms
	You should first decide on the contents of the document, then return to check what definitions are needed and whether they really I I I I I I I I I I I I I I I I I I
	By all means use the find / replace function in your word processor to change them. But if you do change the defined word, make sure it
	Remember too, that when a word or phrase is defined, the defined meaning when capitalised, takes precedence over the I I I I I I I I I I I I I I I I I I
2.	Arrangements for the Home
	2.1 OR 2.2: use the first option if you
	2.3: in law, the relationship of co-owners of property is either as "beneficial joint tenants" or as "tenants in common". The term "
	••••••
	The default position is that owners of real property are beneficial joint tenants. That means property is owned in equal (undivided) shares. It also means that
	So of course, the first thing you need to do when you are falling out with your spouse or partner is to change that arrangement. The term is that you "sever the joint tenancy". Paragraph 2.3 serves
	!
	We have provided a number of alternatives • • • • • • • • • • • • • • • • • • •
	1. Sell the house and divide the

You may change the terms as suitable to your agreement. We may not have

	2.	One of you transfers all her/his interest to the other for
	3.	One of you transfers her/his interest to the other but there is a mortgage. This begins to get more complicated because no lender will simply allow one of you to creep away from her/his obligations on the mortgage. We have covered this as far as we can, but the fact is
	4.	This fourth option is for when one of you leaves the house but agrees that the other may continue to live in it for a specified period of time.
		The fact is that we are all "only human". Our lives change. New relationships form. Financial circumstances change too. The provisions we have offered to you here may seem to be very harsh indeed. They are designed to preserve the financial share
	5.	This last option covers a rented house. Of course, the
3.	Perso	onal Property
	have,	dule 1 covers personal property. Briefly, each of you lists what they then in Part 2, you list the items that are specifically to be taken by one . Usually, this Part 2 will contain a
	•••	

	Use this paragraph to divide the financial assets including bonds, ■ ■ ■ , ■ ■
	This is an area that a judge would look at particularly carefully at the time of a subsequent divorce. She/he will be particularly
	We have made a distinction between passive investments, covered here, and business or company assets, covered later. It is important to differentiate between easily ••••, •••••••••••••••••••••••••••••••
	By all means edit as you require.
5.	Banking and cash arrangements
	If you do not have joint
	If, yes then you both remain jointly liable = = = = = = = = = = = = = = =
6.	Business
	Only you know what you have. ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	If you have many different
	Reference may be made to a specific business or company when arrangements are under consideration. For \blacksquare
	,

Financial Assets

4.

Arrangements for the Property

	This paragraph will be used most often to deal with a buy-to-■■■■■■.
8.	Lump sum payment
	This paragraph deals very simply with the payment of a lump sum by one party to the other.
	,,,,,,,
	By ••••••••.
9.	Maintenance for the other party
	It is generally recognised that a once-and-for-all split is far better than a maintenance provision.
10.	Children: parental rights arrangements
	This and
	If you divorce, this is an area where a judge will certainly become involved. She/he will take little •••••••••••••••••••••••••••••••••••
	,,

Use this paragraph if you

11. Children maintenance arrangements

Same note applies as to last previous paragraph.

12. Other matters

A number of a second se

End of notes