

NZ-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] has [] []
]
- 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

:

[insert who

]

3.2. Until the completion of the sale, [] []

:

[insert who

).

3.3. The net proceeds of sale will be % [] % []. :

OR

4. [ABC shall transfer all his legal and equitable interest in the Property at [full address] to [],

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

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 all

[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. [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

. [] [] []

Lump sum payment

39. [] [] [] [] [] \$ [4]

Provision for divorce

40. [] ,

41. [] /

42.

43. , [] []

Other matters

44.

45. [] []

46. [] []

47. [20] % [] [] /

48.

Signed by [Print name of ABC]

In the presence of

Witness: Signature:

[Name of witness], Solicitor:

Address of solicitor:

[, [] ,
[]

[Name of Solicitor]

Signed by [Print name of DEF]

In the presence of

Witness: [Name] Signature:

Address of solicitor:

[, [] ,

[Name of Solicitor]

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 and corporate names, but you can always select your own.
5. But if the agreement deals with how you'll divide ,
:
 - the agreement must be in
 - each of you must have had
 - the signature of each partner must be witnessed by a solicitor, who must

Paragraph Specific Notes:

Notes following the numbered paragraphs

- 1&2 Use the first option if you have already ,
- 3 Valuation and sale of property is ,
- 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 Divorce application can be made by one spouse or civil union partner alone (one party application), or by both of you together (joint).

End of notes