

NZ-FAMwed04

Prenuptial agreement: protection of property

[date]

It is made between:

[■ ■ ■ ■ ■ ■ ■ ■]

And

[■ ■ ■ ■ ■ ■ ■ ■]

Background

- [illegible]

It is now agreed as follows:

1. Definitions

In this deed:

“The Act” means the Property () 1976 .

"Property" means all personal and real property of every sort as ■■■■■■■■
■■■ 2 ■■■■■■■■■■■■■■■■.

“Separation” means legal termination of the relationship, whether by divorce or any other process recognised “ ” .

2. Interpretation

- [illegible]

5. Considered and true intention

[illegible]

5.2. Each party states that they enter into

6. Jointly owned Property

6.1. Property bought during the marriage [to
.....]
.....

[illegible]

7. On Separation

[illegible][illegible]

8. On Death

The parties agree that neither shall have a claim on the _____
_____, _____, _____,
_____.

Executed as a deed by the Parties and delivered on the date of this agreement

Signed as a deed by [First Party]

In the presence of

[Name of witness], Solicitor:

Address of solicitor:

[illegible]

.....

[Name of Solicitor]

.....

Signed as a deed by [Second Party]

In the presence of

Name of witness, Solicitor:

Address of solicitor:

[illegible]

.....

[Name of Solicitor]

.....

Schedule 1: List of assets of Mr [name]

Schedule 2: List of assets of Ms [name]

Schedule 3: Division of jointly owned property

Explanatory notes:

Prenuptial agreement: protection of property

General notes

Prenuptial agreements have been permitted in New Zealand since the enactment of the Property (Relationships) Act 1976. Each party to the agreement must have independent legal advice before signing the agreement and the signature of each party to the agreement must be witnessed by a lawyer. On the death of a party to an agreement like this, similar provisions will apply in _____, _____.

Paragraph specific notes

1. Definitions

We have only three definitions in this document. We suggest you leave ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .

2. Interpretation

Necessary provisions. We ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■.

3. Effective date

We strongly advise you ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■.

4. Warranties as to assets and liabilities

[illegible]

5. Considered and true intention

[illegible]

6. Jointly owned Property

Simple exceptions for clarification.

7. On Separation

This is the essence of the agreement.

8. On Death

In any event, either \dots
 \dots
 \dots .

End of notes