Prenuptial agreement: protection of property

This deed is dated			[••••]				
It is n	nade be	etween:					
The "First Party"			[]				
and							
The "Second Party"			[]				
Back	groun	d					
so, th	ey inte cial affa		r into marriage or a civil partnership shortly. Before they do ed to make irrevocable arrangements in respect of their				
1.	Definitions						
	In this	s deed:					
	"Property"		means real and/or personal property of any sort, moveable or immoveable and including intellectual property and choses				
	"Sepa	aration"	means any legal termination of the relationship, whether by divorce, judicial separation ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■				
2.	Inte	rpretation	1				
	2.1.	conflict in m	nent is made only in the English language. If there is any eaning between the English language version of this and any version or				
	2.2.	•	declare that they enter into this agreement freely, having ortunity to take legal and other advice and in ■ ■ ■ ■ ■ ■				

		•••••								
	2.3.	Calculation of any money sum under this agreement shall be made net of any tax which								
	2.4.	If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be *** *** *** *** *** *** *** *** ***								
3.	Effective date									
	The provisions of this agreement shall apply from									
4.	Warranties as to assets and liabilities									
	4.1.	The parties understand that full disclosure of assets today is an essential step to creating this binding agreement. Accordingly, ••••• •••••••••••••••••••••••••••••••								
		[[
	4.2.	Each party promises to the other that								
5.	Considered and true intention									
	5.1.	Each of the parties has made this								
		•••••								

6.2. A gift by one party to the other shall belong to the donee [5.2.	Each of the parties states that he/she = = = = = = = = = = = = = = = = = = =								
6.2. A gift by one party to the other shall belong to the donee [6.	Jointly owned Property									
7. On Separation		6.1.	Property bought during the marriage [to • • • • • • • • • • • • • • • • • • •								
•		6.2.	,								
	7.	On Separation									
7.1. Property which is separately owned The second is a second in the		7.1.	Property which is separately owned								
7.2. Property which is jointly		7.2.									
8. On Death	8.	On Death									
The parties agree that neither shall have a claim on the		•••									
9. Statement of understanding	9.	Sta	tement of understanding								
I, [full name] declare that the attachments to this deed constitute full and											
■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■											

Signed	
I, [full name] decl	are that the attachments to this deed constitute full and
I further declare t	hat I understand the terms, importance and
••••	
Signed:	
Executed as a d	eed = = = = = = = = = = = = = = = = = =
Signed as a deed	by or for [first party]
Signature: Witness: Address:	Name:
Signature:	
Witness: Address:	Name:

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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

1. Future compliance

To comply with any proposed new law:

- 1.5. The agreement must be made at least 28 days before the wedding or civil partnership. If it is made within 28 days of the wedding, the agreement will not be void, but it is a little less likely to be enforceable. This is a matter of degree and the court will take a view on the circumstances "in the round". So, for good measure, get it signed up more than 28 days before your wedding ceremony. The most obvious purpose of a timing requirement is to relieve the pressure, or the feeling of compulsion, to sign an agreement because of the impending

Paragraph specific notes

Notes numbering refers to paragraph numbers.

1.	Definitions								
	We have only two definitions in this document.								
2.	Interpretation								
	Necessary provisions. We								
3.	Effective date								
	We strongly advise you								
4.	Warranties as to assets and liabilities								
	If you should separate, this provision will be fundamental to the agreement and to acceptance								
5.	Considered and true intention								
	Another provision largely to satisfy								
6.	Jointly owned Property								
	Simple exceptions for clarification.								
7.	On Separation								
	This is the essence of the agreement.								
8.	On Death								
	Most importantly,								
	On the death of a party, the Court = = = = = = = = = = (= = = = = = = =								
	In any event, either								

Statement of understanding

9.

import								
 ■ , ■ ■	 							

End of notes