

## **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] were married / entered [ ] [ ].

B. They have [two] children together:

Full name Date of birth

C. In addition, [ABC] has [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 disclosed to each other all their assets, income and other financial [ ] , [ ] [ ] [ ] [ ] [ ] .

E. [ABC] and [DEF] enter into this agreement freely and voluntarily and [ ] [ ] [ ] .

**These are the terms of the agreement:**

## 1. Definitions

"Business"	means any or all of: a trade or profession operated as [REDACTED] [REDACTED], [REDACTED] a share in a partnership which [REDACTED] [REDACTED], [REDACTED] a company limited by shares, in which a party owns at least [10] % [REDACTED] all commercial enterprises in which either party has an interest of [25] % [REDACTED], [REDACTED] [REDACTED].
"Home"	means principal residence of [ABC] and [DEF] [REDACTED] [REDACTED] [REDACTED].
"Financial Assets"	means shares, financial investments, pension rights, other rights, [REDACTED] [REDACTED].
"Personal Property"	means all physical property of any sort, such as cutlery, mobile phone, car, [REDACTED], [REDACTED] [REDACTED].
"Property"	means real property other than the Home - land and buildings, full details [REDACTED] [REDACTED] 5.
"Separation"	means the date [enter date] at which [ABC] and [DEF] [REDACTED] / [REDACTED] [REDACTED].

## 2. Arrangements for the Home

- 2.1. [ABC] and [DEF] will continue [REDACTED].  
*OR*
- 2.2. [ABC / DEF] will find a different place to live [REDACTED]  
[REDACTED] [REDACTED].
- 2.3. If the Home is owned by [ABC] and [DEF] as joint owners then each [REDACTED]  
[REDACTED] [50] % [REDACTED].

**Option one:** use this option if there is no outstanding loan secured on the Home and you decide [REDACTED]

- 2.4. The Home shall be sold with [REDACTED]:
  - 2.4.1 [ABC] and [DEF] shall agree on the appointment of an estate agent and on the sale [REDACTED]  
[REDACTED].
  - 2.4.2 The net proceeds of sale will [REDACTED]:
    - [ABC]: [50] %
    - [DEF]: [50] %
  - 2.4.3 Until the completion of the sale, [ABC] and [DEF] [REDACTED]  
[REDACTED]:
    - [ABC]: R [sum]
    - [DEF]: R [sum]

**Option two:** use this option if there is no outstanding loan secured on the Home and one of you is to [REDACTED] / [REDACTED]  
[REDACTED].

- 2.5. [ABC] shall immediately transfer all his / her legal and equitable interest in the Home to [DEF], for the price of R [price]. When that has [REDACTED]  
[REDACTED], [REDACTED] [REDACTED]  
[REDACTED].

**Option three:** use this option if there is an outstanding loan secured on the Home and one of you is to transfer all his / [REDACTED]  
[REDACTED], [REDACTED].

- 2.6. [ABC] now transfers all his equitable interest in the Home to [DEF] and declares that he [REDACTED]  
[REDACTED] / [REDACTED].
- 2.7. The Home is charged as security for a loan ("the Loan") by [name of bank ("the Lender")]. The following [REDACTED], [REDACTED]  
[REDACTED]:
  - 2.7.1 [DEF] shall use her best endeavours to obtain a formal, legal release for [ABC] by [REDACTED]  
[REDACTED].

- 2.7.2 If, within [number] years, [DEF] is unable to obtain that release of [ABC], he / ██████████  
██████████.

**Option four:** use this option if there is an outstanding loan secured on the Home and one of you will ██████████  
██████████.

- 2.8. The parties shall not change the ownership of the Home. The Home shall continue 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 ██████████ [ 18 ] ██████████;
  - 2.8.3 [name of party occupying] enters into a ██████████  
██████████;
  - 2.8.4 [name of party occupying] co-habits with the same ██████████  
██████████ [ 6 ██████████];
  - 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 treat ██████████ / ██████████, ██████████  
██████████.
- 2.10. On the first to happen of the above events, the parties shall co-operate to sell ██████████  
██████████:
- [ABC]: 50%
- [DEF]: 50%
- 2.11. Until the completion of the sale, [ABC] and [DEF] will pay all outgoings ██████████  
██████████.
- 2.12. If, in breach of this agreement, [ABC] / [DEF] does allow a Trespasser to obtain a legal entitlement to live in the Home, he/she shall indemnify [ABC] / [DEF] against his /her loss of value reasonably attributable to the ██████████, ██████████

**Option five:** use this option if 



### **3. Personal Property**



OR

## **4. Financial Assets**

- 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 [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED].  
  
For the purpose of this paragraph, “substantially wrong” will be considered [5 ] % [REDACTED].
- 4.2. Schedule 2, Part C lists the items to [REDACTED]  
[REDACTED].
- 4.3. [ABC] and [DEF] shall do their utmost to give [REDACTED]  
[REDACTED], [REDACTED] / [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED].
- 4.4. Until completion of any necessary formal transfer, the [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED].

## **5. Banking and cash arrangements**

- 5.1. [ABC] and [DEF] agree [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED].
- 5.2. [ABC] and [DEF] agree that they are jointly responsible for the debts listed in Schedule 3. Repayment [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED] / [REDACTED], [REDACTED]  
[REDACTED].
- 5.3. To clear the liabilities, each [REDACTED] [REDACTED] [REDACTED] [REDACTED]  
[REDACTED]:

[ABC]:

[DEF]:

- 5.4. The remaining money or credit contained in [REDACTED]  
[REDACTED]  
[REDACTED]:

[ABC]:

[DEF]:

- 5.5. This paragraph does not entitle either party to any [REDACTED]  
[REDACTED]  
[REDACTED].

## 6. Business

- 6.1. Attached to this agreement in Schedule 4 are details of [REDACTED]  
[REDACTED] [REDACTED] [REDACTED]  
[REDACTED] [REDACTED].
- 6.2. It is agreed that appropriate transfers [REDACTED]  
[REDACTED]  
[REDACTED]:
- 6.2.1 Business listed in part [REDACTED] 4 [REDACTED]  
[REDACTED] [REDACTED].
- 6.2.2 Business listed in part [REDACTED] 4 [REDACTED]  
[REDACTED] [REDACTED].
- 6.3. Each of the parties agrees to take whatever action [REDACTED],  
[REDACTED] / [REDACTED] / [REDACTED]  
[REDACTED].

*[Use this provision if the Business is [REDACTED], [REDACTED]  
[REDACTED], [REDACTED] / [REDACTED]  
[REDACTED]]*

- 6.4. In respect of his / her shares and directorship in [company name] ( [REDACTED]  
[REDACTED] " [REDACTED] "), [REDACTED] [REDACTED]  
[REDACTED], [REDACTED] [REDACTED] [REDACTED] [REDACTED] / [REDACTED]  
[REDACTED]):

- 6.4.1 immediately resign as a director of the Company [REDACTED]  
[REDACTED]

■ ; ■ ■ ■

6.5.5 delete all data relating to the Business [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED] / [REDACTED].

## 7. Arrangements for the Property

*This paragraph is about real property other than your home.* [REDACTED],  
[REDACTED], [REDACTED]  
[REDACTED]. [REDACTED]

- 7.1. Attached to this agreement in Schedule 5 are the [REDACTED]  
[REDACTED] [REDACTED] [REDACTED] [REDACTED]  
[REDACTED] [REDACTED].
- 7.2. It is agreed that appropriate transfers [REDACTED]  
[REDACTED] [REDACTED] [REDACTED] [REDACTED]  
[REDACTED].
- 7.3. **If the Property** [REDACTED]  
[REDACTED]:
  - 7.3.1 [DEF]agrees to do his / [REDACTED]  
[REDACTED]  
[REDACTED] / [REDACTED].
  - 7.3.2 [DEF]understands that this [REDACTED] / [REDACTED]  
[REDACTED].
  - 7.3.3 [ABC] agrees to accept the [REDACTED]  
[REDACTED] [REDACTED] [REDACTED] [REDACTED]  
[REDACTED].
- 7.4. [ABC] agrees that he / she has lost his / [REDACTED] / [REDACTED]  
[REDACTED], [REDACTED], [REDACTED], [REDACTED]  
[REDACTED].

## 8. Lump sum payment

For the purpose of this paragraph, “Total [REDACTED]” [REDACTED]  
[REDACTED], [REDACTED], [REDACTED], [REDACTED]  
[REDACTED].

- 8.1. The parties agree that [ABC] shall pay to [DEF] [REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED] 1 [REDACTED]  
[REDACTED].
- 8.2. [DEF] agrees that after payment of [REDACTED], [REDACTED] / [REDACTED]  
[REDACTED] [REDACTED].
- 8.3. On payment of such amount, [DEF] [REDACTED] / [REDACTED]  
[REDACTED] / [REDACTED]:
  - 8.3.1 the Total Assets;
  - 8.3.2 any other interest or claim [REDACTED], [REDACTED].

## 9. Maintenance for the other party

- 9.1. [ABC] agrees to [REDACTED] [REDACTED]  
[REDACTED].  
*OR*
- 9.2. [ABC] agrees to make maintenance payments to [DEF] limited [REDACTED]  
[REDACTED] [REDACTED], [REDACTED]  
[REDACTED] / [REDACTED] / [REDACTED]  
[REDACTED].
- 9.3. In making this arrangement it is agreed that [DEF] is capable of  
returning to full / part [REDACTED]  
[REDACTED]  
[REDACTED] / [REDACTED]  
[REDACTED] / [REDACTED].
- 9.4. This payment will terminate and [REDACTED]  
[REDACTED]:
  - 9.4.1 the death of either party;
  - 9.4.2 the remarriage , entering into [REDACTED]  
[REDACTED] 6 [REDACTED], [REDACTED] [REDACTED];

9.4.3 a substantial breach of this [REDACTED], [REDACTED].  
[REDACTED].

## 10. Children: parental rights arrangements

- 10.1. All arrangements made in this agreement for the benefit of children [REDACTED]  
[REDACTED]. [REDACTED], [REDACTED]  
[REDACTED]. [REDACTED].
- 10.2. The [ABC] and [DEF] accept and agree [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED]. [REDACTED].
- 10.3. Each of [ABC] and [DEF] irrevocably agrees to do [REDACTED] / [REDACTED]  
[REDACTED]  
[REDACTED] / [REDACTED]:
  - 10.3.1 speak critically [REDACTED]  
[REDACTED];
  - 10.3.2 directly or indirectly [REDACTED]  
[REDACTED].
- 10.4. [ABC] and [DEF] agree [REDACTED]  
[REDACTED]. [REDACTED]  
[REDACTED].

*OR*

- 10.5. [ABC] and [DEF] [REDACTED]  
[REDACTED]  
[REDACTED].
- 10.6. It is a condition of this agreement that [ABC] has the [REDACTED]  
[REDACTED] /  
[REDACTED] [REDACTED] [REDACTED] / [REDACTED] / [REDACTED]  
[REDACTED] [REDACTED].
- 10.7. [ABC] and [DEF] agree that any [REDACTED]  
[REDACTED]  
[REDACTED] [REDACTED] [REDACTED].

## 11. Children maintenance arrangements

Payments specified [REDACTED] " [REDACTED ]"

- 11.1. Schedule 6, Part A contains [REDACTED]  
[REDACTED]  
[REDACTED].
- 11.2. It is agreed that each of [REDACTED] [REDACTED] [REDACTED]  
[REDACTED]:
  - 11.2.1 items listed in Schedule 6 , [REDACTED]  
[REDACTED] [REDACTED];
  - 11.2.2 items listed in Schedule 6 , [REDACTED]  
[REDACTED] [REDACTED];

*OR*

- 11.3. [ABC] and DEF will each be [REDACTED]  
[REDACTED] / [REDACTED]  
[REDACTED].

*OR*

- 11.4. [ABC] will pay to [DEF] the sum of R[amount]  
[REDACTED] /  
[REDACTED], [REDACTED] .  
[REDACTED]  
■ [REDACTED].
- 11.5. The sum paid for Child Maintenance shall [REDACTED]  
[REDACTED]  
[REDACTED].
- 11.6. The obligation to pay Child Maintenance for [REDACTED]  
[REDACTED] [REDACTED] [REDACTED]  
[REDACTED] [REDACTED].

*OR*

- 11.7. The obligation to pay Child Maintenance [REDACTED]  
[REDACTED] / [REDACTED]  
[REDACTED].

## **12. Provision for divorce**

- 12.1. The parties agree that [ABC] will, one year after the [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED]  
[REDACTED].
- 12.2. The parties agree to present to the court [REDACTED]  
[REDACTED]  
[REDACTED].
- 12.3. Except as above, [ABC] and [REDACTED]  
[REDACTED]  
[REDACTED].

## **13. Other matters**

- 13.1. In calculating all of the money sums and [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED].
- 13.2. [ABC] and [DEF] [REDACTED]  
[REDACTED].
- 13.3. Until completion of any necessary formal transfer, the [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED].
- 13.4. [ABC] and [DEF] agree that the financial [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED].
- 13.5. [ABC] and [DEF] agree that in the event of the death of either of them,  
neither will [REDACTED]  
[REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED].
- 13.6. If the income of [ABC] or [DEF] shall change by more than 20 % [REDACTED]  
[REDACTED], [REDACTED] / [REDACTED]  
[REDACTED].

.....  
.....

13.7. This agreement shall be governed by the laws of England .....

.....  
.....  
.....

**Signed:**

[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] before Separation**

## **Part B Assets and liabilities of [DEF] before Separation**

### **Part C:      Ownership of Financial Assets after Separation**

[ABC]

2

3

[DEF]

1

2

3

## **Schedule 3: Details of the debts and money in joint bank 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]

[ █ █ █ █ █ █ █ █ █ █ █ █ █ █ █ █ / █ █ █ █ █ ]

Business name

Address

Investment value

Share of [ABC] and [DEF]

## Ownership of the Business after Separation

**Part A: [ABC]'s ownership of the business**

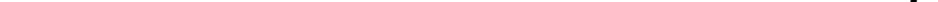
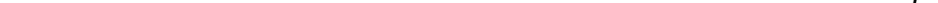
**Part B: [DEF]'s ownership of the business**

## **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**



## Paragraph specific notes

Notes numbering refers to paragraph numbers.

## 1. Definitions

## **2. Arrangements for the Home**

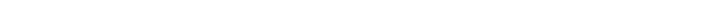
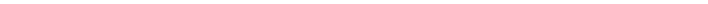
We have provided a number of alternatives for home ownership and ■■■■■ .  
■■■■■■■■■■■■ :



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

### **3. Personal Property**

## **4. Financial Assets**

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 after separation unless you decide an alternative arrangement here. [REDACTED]

.....

## 6. Business

Only you know what you have. Instead of using our 25% or 10% .....  
..... " .....", .... .

If you have many different businesses it is a good idea .....  
.....

Reference may be made to a specific business or company when  
arrangements are under consideration. For ....., ....  
..... , ....  
..... , .... .  
..... , .... .

## 7. Arrangements for the Property

Use this paragraph if you have .....  
..... - ..... , .... , ....  
..... .

This paragraph will be used most often to deal with a buy-to-let .....  
.....  
.....  
..... , ....  
..... , ....  
..... , .... .

## 8. Lump sum payment

This paragraph deals very simply with the payment of a lump sum by one  
party to the other. ....  
.... , .... , .... , ....  
.... , ....  
....  
.... , .... .  
....

By all .... , .... .

## 9. Maintenance for the other party

