

Cohabitation Agreement

Advisor Name					
Client Name(s)]
Date Instructions T	aken:				
 When complete apply and puter apply and puter apply and puter apply a	leting this ut a line the abbreviation formation ed with the	nrough sections t ations;	e client's cho hat do not ap as separate	sheet. Ensure they are	ons and all other answers that e signed by the client and
Client Correspond	ence Det	tails			
I/We agree to have	my/our D	raft Cohabitation	Agreement f	orwarded by □Email	OR □Post
Any corrections & a	mendmer	nts must be made	e and returne	ed within 7 days.	
Preferred email Ad	dress				
Phone Numbers					
Home			Mobile		
Form of Identification	on	Client A		Client B	
For Advisor use only	y (Please	confirm ONE op	tion):		
a) This form has be	en comp	leted during a fac	ce-to-face me	eeting with the client (s)	□ OR

b) This form has been completed during a phone/Skype consultation with the client(s) \square

PART A

If client A & B's details are the same – please write 'SAME' where appropriate.

Personal Details	1 st Party	2 nd Party	
1 croonar betans	□ Mr □ Mrs □ Miss □ Ms □ Other	□ Mr □ Mrs □ Miss □ Ms □ Other	
Full Forenames			
Surname			
Also known as			
Current Address			
Postcode			
Occupation			
Date of Birth			
Co Hab Address			
Postcode			

The Parties Agree:

We intend to live together / are living together* and enter into a binding agreement to regulate and define the respective responsibilities and financial arrangements during the term of our cohabitation

	Party A	Party B
We have entered into this agreement freely and voluntarily	YES / NO	YES / NO
We have, to the best of our knowledge disclosed our current financial Situation including assets & liabilities	YES / NO	YES / NO
We understand we are agreeing to act in good faith in the management of our joint property	YES / NO	YES / NO

If this agreement is going to be water tight your clients need to be honest with each other about what they earn, what they own and what they owe.

This is so that they both realise what they are agreeing to, and it removes the possibility of somebody later arguing that one of them was trying to take advantage of the other.

If they aren't honest at this stage either of them could argue to a court that the agreement should not be upheld, if they ever split up.

They probably don't need to get their property valued (if they own any), but they need to agree on a realistic market value.

arty A Finances			
ncome:	£		£
Gross salary	per year	/ net salary	per montl
ny other income:			и
apital:			
house/flat			
savings			
shares			
car:			
contents etc	£		
other			
ebts:			
mortgage			
credit cards			
H.P			
loans			
other			
arty B Finances		's financ	es
earty B Finances	£		es £
Party B Finances ncome: Gross salary	£		es £ per montl
earty B Finances	£	/ net salary	es £
Party B Finances ncome: Gross salary ny other income: Capital:	£ per year /	/ net salary	es per montl
Party B Finances ncome: Gross salary ny other income: Capital: house/flat	£ per year /	/ net salary	£ per montl
Party B Finances Income: Bross salary Iny other income: Bross	£ per year /	/ net salary 	£ per montl
Party B Finances Income: Bross salary Iny other income: Bross	£ per year /	/ net salary 	£ per montl
Party B Finances Income: Gross salary Iny other income: Capital: house/flat savings shares car:	£per year /	/ net salary 	£ per montl
Party B Finances Procome: Pross salary In other income: Papital: In house/flat In savings In sa	£	/ net salary 	£ per montl
Party B Finances Income: Gross salary Iny other income: Capital: house/flat savings shares car:	£per year /	/ net salary 	£ per montl
Party B Finances Income: Bross salary Iny other income: B	£	/ net salary 	£ per montl
Party B Finances Income: Gross salary Iny other income: Capital: Income: Incom	£	/ net salary 	£ per montl
Party B Finances Procome: Pross salary Iny other income: Papital: house/flat savings shares car: contents etc other Pebts: mortgage credit cards	£	/ net salary 	£ per montl
Party B Finances Income: Gross salary Iny other income: Capital: house/flat savings shares car: contents etc other Debts: mortgage credit cards H.P	£	/ net salary 	£
Party B Finances Procome: Pross salary Iny other income: Papital: house/flat savings shares car: contents etc other Pebts: mortgage credit cards	£	/ net salary 	£

<u>Children</u> (place a line through this section if not applicable or if you do not want to deal with this in this agreement. If children are to be included in this agreement please request the correct form)

You need to think about

- who they are going to live with,
- who is going to take responsibility for them and pay for them.

If you haven't already got a Parental Responsibility Agreement, now would be a good time to sort this out .

First Child			
Child of	Party A Party B Both		
Full name Date of birth			
Second Child			
Child of	Party A Party B Both		
Full name Date of birth			
Third Child			
Child of	Party A Party B Both		
Full name Date of birth			
Fourth Child			
Child of	Party A Party B Both		
Full name Date of birth			
Property Own	ership – Details		
How is the prop	perty owned?		
Solely	Party A Party B		
Joint Tenants		А	В
Tenants in Cor	nmon YES / NO if yes please state %	/	

Buying a new home If you decide to sell the home and buy another: YES / NO We will own the new property on the same terms We will renegotiate the terms on which we hold it YES / NO **Endowment Policy** Is there an endowment policy in place? YES / NO If yes how is it held Jointly / Solely Who is the policy with Who's name is the policy in? How are the profits (if any) to be shared? **Household Expenses** Are all household expenses to be shared equally? YES / NO (eg utilities/council tax) YES / NO If no, are your agreed contributions to be treated as equal? YES / NO Do you (will you) have a joint account for household expenses? Ownership of contents and other personal possessions Please indicate whether you both agree to the following rules If you owned something before you got together, it belongs to you YES / NO If you bought something with your own money, it belongs to you YES / NO YES / NO If you inherited something, or it was given to you by someone else, it belongs to you If one of you buy something and gives it to the other, it belongs to YES / NO the person to whom it is given If you buy something out of a joint bank account it belongs to you YES / NO equally, unless you have agreed to own the account in different shares.

YES / NO

If you have you own the object in those shares

If you buy something together but each contribute different amounts to

the price, you own it in the shares in which you contributed

Cars and other large items

There is a separate clause for the ownership of cars and other large items. It is designed to make it clear that ownership will **NEVER** be shared. If the non-owner does make a contribution, s/he can expect nothing in return.

Please list items here that you wish to main exclusive.

Party A	Party B

Pensions

You need to decide whether you are going to nominate your partner, wholly or in part. Please complete and **Insert details of provider. Cross through this section if n/a**

Party A	Party B

Ending the agreement

The agreement shall end if any of the following events happen:

- death
- marriage
- joint decision to stop living together (see transitional arrangements)
- One of us gives notice in writing (see transitional arrangements)
- One of us leaves the home and ends the relationship (see transitional arrangements)

Transitional arrangements

Please cross through those that do not apply, and use the space at the end of the form for any additional arrangements that your client requires.

- We will stop paying into the joint household account (if applicable)
- We will pay all outstanding bills out of the joint household account
- We will divide any balance left over equally
- We will divide any furniture and other items that we have bought together. We will try to achieve an equal split by division or by payment in compensation
-(the non owner) will leave the home as soon as possible
- We will sell the home as soon as possible and divide the proceeds of sale after paying any professional expenses
- If one owner wishes to buy the other's share the home will be independently valued giving joint instructions to a local valuer, any cost to be split equally. The valuation will be used to apportion the share
- If we cannot agree on a valuer we will ask the President of Chartered Surveyors to appoint a valuer
- If one of us dies the owner promises that the executors shall allow the non owner a period of 6
 months before having to vacate

Negotiations and changes:

If appropriate the terms of this agreement may change from time to time. Cross through those that do not apply, and use the space at the end of the form for any additional changes your client requires to add.

- Birth of children
- Changes in present job
- Unemployment
- Illness / disablement

CONFIRMATION OF INSTRUCTIONS

I confirm that:

- a) The information that we have given in these forms is complete and correct and that on which we instruct Wills Central UK to produce Our Cohabitation Agreement
- b) The information on these forms has been written on our behalf, we have authorised and read them and accept responsibility for them. We know of no other constraints that prevent us from making this agreement
- c) Where we have opted for a telephone consultation We confirm that We have met our advisor face to face previously in a business capacity.
- d) We hereby acknowledge that we will not hold Wills Central UK responsible or liable in any way for any events arising from our failure to avail ourselves of the options herein discussed. This includes but is not restricted to advice on Wills, Wills Central UK Registry, severance of tenancy, life interest, discretionary or 'children's' or any other Will or lifetime trusts, parental responsibility agreements, inheritance tax savings Will trusts, property protection Will Trusts, transfer of property ownership, cohabitation agreements
- f) We have given these instructions of our own free will and am not under any pressure from anyone else to do so
- g) We have read or had read to us the above terms and conditions and we am in agreement with them
- h) We have signed any additional sheets appended to this instruction form as necessary

Signed:		
-	(First Client)	Date
Signed:	(Occasind Olivert)	Doto
	(Second Client)	Date
Signed:		
Signed:	Advisor	Date
Additional notes:		