

Cohabitation Agreement

Advisor Name

Client Name(s)

Date Instructions Taken:

- **Complete this form in Block Capitals**
- When completing this form CROSS the client's choice for YES/NO questions and all other answers that apply and put a line through sections that do not apply;
- DO NOT use abbreviations;
- Additional information can be listed on as separate sheet. Ensure they are signed by the client and clearly marked with the clients name;
- Once completed, please review this form with your client;

Client Correspondence Details

I/We agree to have my/our Draft Cohabitation Agreement forwarded by Email OR Post

Any corrections & amendments must be made and returned within 7 days.

Preferred email Address

Phone Numbers

Home Mobile

Form of Identification	Client A	Client B

For Advisor use only (Please confirm ONE option):

- a) This form has been completed during a face-to-face meeting with the client (s) OR
- b) This form has been completed during a phone/Skype consultation with the client(s)

PART A

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

Personal Details	1 st Party	2 nd Party
		<input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms <input type="checkbox"/> 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	<input type="text" value="YES / NO"/>	<input type="text" value="YES / NO"/>
We have, to the best of our knowledge disclosed our current financial Situation including assets & liabilities	<input type="text" value="YES / NO"/>	<input type="text" value="YES / NO"/>
We understand we are agreeing to act in good faith in the management of our joint property	<input type="text" value="YES / NO"/>	<input type="text" value="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.

Party A Finances 's finances

Income:	£		£
Gross salary	.....	per year / net salary	..... per month
any other income:	.....	"	..... "
Capital:			
house/flat	.....	.	.....
savings	.....	.	.....
shares	.....	.	.....
car:	.....	.	.....
contents etc.	.....	.	.....
other	.....	.	.....
Debts:			
mortgage	.....	.	.....
credit cards	.....	.	.....
H.P	.....	.	.....
loans	.....	.	.....
other	.....	.	.....

Party B Finances 's finances

Income:	£		£
Gross salary	.....	per year / net salary	..... per month
any other income:	.....	"	..... "
Capital:			
house/flat	.....	.	.....
savings	.....	.	.....
shares	.....	.	.....
car:	.....	.	.....
contents etc.	.....	.	.....
other	.....	.	.....
Debts:			
mortgage	.....	.	.....
credit cards	.....	.	.....
H.P	.....	.	.....
loans	.....	.	.....
other	.....	.	.....

Children (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 Ownership – Details

How is the property owned?

Solely Party A Party B

Joint Tenants

A B

Tenants in Common

if yes please state %

Buying a new home

If you decide to sell the home and buy another:

We will own the new property on the same terms

We will renegotiate the terms on which we hold it

Endowment Policy

Is there an endowment policy in place?

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?
(eg utilities/council tax)

If no, are your agreed contributions to be treated as equal?

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

If you bought something with your own money, it belongs to you

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
the person to whom it is given

If you buy something out of a joint bank account it belongs to you
equally, unless you have agreed to own the account in different shares.
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

