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**DIVORCE SETTLEMENT AGREEMENT**

THIS DIVORCE SETTLEMENT AGREEMENT (the "Agreement") is made and entered into on this **[DATE]** day of **[MONTH]**, **[YEAR]**,

**BETWEEN:**

**[FULL NAME OF FIRST PARTY]** of **[ADDRESS OF FIRST PARTY]** (hereinafter referred to as the "First Party")

**AND**

**[FULL NAME OF SECOND PARTY]** of **[ADDRESS OF SECOND PARTY]** (hereinafter referred to as the "Second Party")

(collectively referred to as the "Parties" and individually as a "Party")

**RECITALS**

**WHEREAS:**

A. The Parties were lawfully married on **[DATE OF MARRIAGE]** in **[LOCATION OF MARRIAGE]**;

B. The Parties separated on or about **[DATE OF SEPARATION]** and have lived separate and apart since that date;

C. **[A divorce application was filed by the [First Party/Second Party] on [DATE] in the [NAME OF COURT] under case number [CASE NUMBER], and a conditional order was granted on [DATE]]** OR **[The Parties intend to file for divorce pursuant to the Divorce, Dissolution and Separation Act 2020]**;

D. **[The Parties have [NUMBER] child(ren) born of the marriage, namely: 1. [FULL NAME OF CHILD 1], born on [DATE OF BIRTH] 2. [FULL NAME OF CHILD 2], born on [DATE OF BIRTH] (collectively referred to as the "Children")]** OR **[There are no children born of the marriage]**;

E. The Parties wish to settle all matters arising from their marriage, including division of property, financial arrangements, **[and arrangements for the Children,]** without further legal proceedings;

F. Each Party has made full and frank disclosure to the other of all their assets, income, and liabilities, as set out in Schedule D to this Agreement;

G. Each Party has received independent legal advice regarding the terms and effect of this Agreement, or has had the opportunity to do so and has voluntarily elected not to seek such advice;

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. DEFINITIONS**

In this Agreement, the following terms shall have the following meanings:

1.1 "Children" means the children born of the marriage as identified in Recital D.

1.2 "Matrimonial Home" means the property located at **[FULL ADDRESS OF MATRIMONIAL HOME]**.

1.3 "Matrimonial Assets" means all assets acquired by either or both of the Parties during the marriage, as listed in Schedule A.

**2. DIVISION OF REAL PROPERTY**

***2.1 Matrimonial Home***

2.1.1 The Parties agree that the Matrimonial Home shall be **[CHOOSE ONE: sold / transferred to the First Party / transferred to the Second Party]** on the following terms:

**[IF SOLD:]** (a) The Matrimonial Home shall be listed for sale with **[NAME OF ESTATE AGENT]** or another mutually agreed estate agent within **[NUMBER]** days of the date of this Agreement.

(b) The listing price shall be £**[AMOUNT]** or such other price as recommended by the estate agent and agreed by the Parties.

(c) The Parties shall accept any offer within **[PERCENTAGE]**% of the listing price.

(d) The net proceeds of sale (after payment of the mortgage, estate agent fees, legal fees, and other costs of sale) shall be divided **[PERCENTAGE]**% to the First Party and **[PERCENTAGE]**% to the Second Party.

**[IF TRANSFERRED:]** (a) The **[First Party/Second Party]** shall transfer their interest in the Matrimonial Home to the **[Second Party/First Party]** within **[NUMBER]** days of **[CHOOSE ONE: the date of this Agreement / the Final Order / [SPECIFIC DATE]]**.

(b) In consideration for this transfer, the **[Second Party/First Party]** shall pay to the **[First Party/Second Party]** the sum of £**[AMOUNT]**, representing **[his/her]** share of the equity in the property.

**6. SPOUSAL MAINTENANCE**

**[CHOOSE ONE OF THE FOLLOWING OPTIONS:]**

**[OPTION 1: NO MAINTENANCE]**

6.1 Neither Party shall have any claim against the other for spousal maintenance, now or in the future.

6.2 The Parties agree that this is a clean break settlement and that the financial arrangements in this Agreement are in full and final settlement of all claims that either Party has or may have against the other for financial provision of any kind.

**[OPTION 2: FIXED TERM MAINTENANCE]**

6.1 The **[First Party/Second Party]** shall pay to the **[Second Party/First Party]** spousal maintenance in the sum of £**[AMOUNT]** per **[WEEK/MONTH]** commencing on **[DATE]** and continuing until the earliest of:

(a) **[DATE]**;

(b) The remarriage of the **[Second Party/First Party]**;

(c) The death of either Party;

(d) Further order of the court.

**7. CHILD ARRANGEMENTS**

**[IF THERE ARE CHILDREN OF THE MARRIAGE:]**

***7.1 Parental Responsibility***

7.1.1 The Parties acknowledge that they both have parental responsibility for the Children and shall continue to share decision-making on major issues affecting the Children, including education, healthcare, and religious upbringing.

***7.2 Living Arrangements***

**[CHOOSE ONE OF THE FOLLOWING OPTIONS:]**

**[OPTION 1: SHARED CARE]**

7.2.1 The Children shall live with both Parties on a shared care basis as follows:

(a) Week 1: With the First Party from **[DAY]** at **[TIME]** until **[DAY]** at **[TIME]**, and with the Second Party from **[DAY]** at **[TIME]** until **[DAY]** at **[TIME]**.

(b) Week 2: With the Second Party from **[DAY]** at **[TIME]** until **[DAY]** at **[TIME]**, and with the First Party from **[DAY]** at **[TIME]** until **[DAY]** at **[TIME]**.

(c) This pattern shall continue on an alternating basis.

**[OPTION 2: PRIMARY RESIDENCE WITH ONE PARENT]**

7.2.1 The Children shall live with the **[First Party/Second Party]** (the "Resident Parent").

7.2.2 The Children shall spend time with the **[Second Party/First Party]** (the "Non-Resident Parent") as follows:

(a) Weekends: Every **[SPECIFY, e.g., "alternate"]** weekend from **[DAY]** at **[TIME]** until **[DAY]** at **[TIME]**.

(b) Mid-week: Every **[SPECIFY, e.g., "Wednesday"]** from **[TIME]** to **[TIME]**. (c) School Holidays: **[SPECIFY ARRANGEMENTS]**.

**15. SIGNATURES**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

SIGNED by **[FULL NAME OF FIRST PARTY]**   
in the presence of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
Signature of First Party

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
Signature of Witness   
Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
Occupation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNED by **[FULL NAME OF SECOND PARTY]**   
in the presence of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
Signature of Second Party

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Witness

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Occupation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SCHEDULE A: LIST OF MATRIMONIAL ASSETS AND AGREED DIVISION**

**[DETAILED LIST OF ALL ASSETS AND THEIR AGREED DIVISION]**

**SCHEDULE B: LIST OF DEBTS AND LIABILITIES AND AGREED ALLOCATION**

**[DETAILED LIST OF ALL DEBTS AND LIABILITIES AND THEIR AGREED ALLOCATION]**

**SCHEDULE C: CHILD ARRANGEMENTS SCHEDULE**

**[DETAILED SCHEDULE OF CHILD ARRANGEMENTS, IF APPLICABLE]**

**SCHEDULE D: FINANCIAL DISCLOSURE SUMMARIES**

**[SUMMARY OF FINANCIAL DISCLOSURE BY EACH PARTY]**