

## LEGAL DISCLAIMER

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- You are responsible for ensuring the document meets your specific needs and complies with local laws
- Both parties must receive independent legal advice for the agreement to be enforceable
- The agreement should be signed at least 28 days before the wedding
- The court retains discretion to depart from the agreement if it would be unfair

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## PRENUPTIAL AGREEMENT

THIS PRENUPTIAL AGREEMENT (the "Agreement") is made on this [DATE] day of [MONTH], [YEAR]

### BETWEEN:

1. [FULL NAME OF FIRST PARTY] of [ADDRESS OF FIRST PARTY] ("Party A")

### AND

2. [FULL NAME OF SECOND PARTY] of [ADDRESS OF SECOND PARTY] ("Party B")

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

### RECITALS:

A. The Parties intend to marry on [DATE OF INTENDED MARRIAGE] at [LOCATION OF INTENDED MARRIAGE].

B. Each Party has assets and financial resources acquired before their relationship, as fully disclosed in the Schedules attached to this Agreement.

C. The Parties wish to define their respective rights and responsibilities regarding their separate and marital property, and to establish the division of property and financial arrangements in the event of the dissolution of their marriage.

D. Each Party acknowledges that they have received independent legal advice from their own solicitor regarding the terms and effects of this Agreement.

E. Each Party has made full and frank disclosure to the other of their financial circumstances, including all assets, liabilities, income, and financial resources, as set out in Schedules A and B.

F. Each Party acknowledges that they are entering into this Agreement freely and voluntarily, without any duress, undue influence, or coercion.

NOW THEREFORE, in consideration of the forthcoming marriage and the mutual promises contained herein, the Parties agree as follows:

## **1. DEFINITIONS AND INTERPRETATION**

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

1.1.1 "Marriage" means the marriage between the Parties that is intended to take place on **[DATE OF INTENDED MARRIAGE]**.

1.1.2 "Separate Property" means:

- (a) All property owned by a Party prior to the Marriage;
- (b) All property acquired by a Party during the Marriage by gift or inheritance;
- (c) All property acquired by a Party during the Marriage using funds or property that is Separate Property;
- (d) All income, rents, profits, appreciation, and proceeds derived from Separate Property, unless otherwise agreed in this Agreement;
- (e) All property designated as Separate Property in this Agreement; and
- (f) All property acquired in exchange for Separate Property.

1.1.3 "Marital Property" means all property acquired by either Party during the Marriage that is not Separate Property.

## **2. EFFECTIVE DATE AND DURATION**

2.1 This Agreement shall become effective upon the solemnization of the Marriage.

2.2 This Agreement shall remain in effect until:

2.2.1 The Dissolution of the Marriage;

2.2.2 The death of either Party; or

2.2.3 The Agreement is terminated or modified by a subsequent written agreement signed by both Parties.

2.3 The Parties agree to review this Agreement every **[NUMBER]** years during the Marriage to ensure it remains appropriate to their circumstances.

## **4. SEPARATE PROPERTY**

4.1 The following property shall remain the Separate Property of Party A:

4.1.1 All property listed in Schedule A;

4.1.2 All property acquired by Party A during the Marriage by gift or inheritance;

4.1.3 All property acquired by Party A during the Marriage using funds or property that is Separate Property;

4.1.4 All income, rents, profits, appreciation, and proceeds derived from Party A's Separate Property, unless otherwise agreed in this Agreement;

4.1.5 **[SPECIFIC ITEMS OR CATEGORIES OF PROPERTY TO REMAIN SEPARATE]**; and

4.1.6 All property acquired in exchange for Party A's Separate Property.

4.2 The following property shall remain the Separate Property of Party B:

4.2.1 All property listed in Schedule B;

4.2.2 All property acquired by Party B during the Marriage by gift or inheritance;

## 5. MARITAL PROPERTY

5.1 The following property shall be considered Marital Property:

5.1.1 All property acquired by either Party during the Marriage that is not Separate Property;

5.1.2 All property acquired using both Separate Property and Marital Property (in proportion to the respective contributions);

5.1.3 All property titled in the joint names of the Parties, unless otherwise agreed in this Agreement;  
and

5.1.4 **[SPECIFIC ITEMS OR CATEGORIES OF PROPERTY TO BE CONSIDERED MARITAL]**.

5.2 The Family Home:

5.2.1 If the Parties acquire a family home during the Marriage, it shall be considered Marital Property regardless of how it is titled, unless otherwise agreed in writing.

5.2.2 If the family home is purchased using funds that are the Separate Property of one Party, that Party shall be entitled to a credit for the amount of Separate Property contributed toward the purchase.

## 7. PROPERTY DIVISION UPON DISSOLUTION

7.1 In the event of Dissolution, the Parties agree that:

7.1.1 Each Party shall retain their Separate Property as defined in this Agreement.

7.1.2 Marital Property shall be divided as follows:

- (a) **[SPECIFIC DIVISION METHOD, e.g., "equally", "according to contribution", etc.]**; or
- (b) As set out in the specific provisions below.

7.2 Family Home:

7.2.1 In the event of Dissolution, the family home shall be:

(a) Sold and the proceeds divided **[EQUALLY/ACCORDING TO CONTRIBUTION/OTHER METHOD]**;

(b) Retained by Party A, who shall buy out Party B's interest based on the valuation method set out in clause 7.2.2; or

(c) Retained by Party B, who shall buy out Party A's interest based on the valuation method set out in clause 7.2.2.

## 8. SPOUSAL MAINTENANCE/FINANCIAL PROVISION

### 8.1 General Provision:

8.1.1 In the event of Dissolution, each Party waives any right to spousal maintenance or financial provision from the other Party, except as expressly provided in this Agreement.

8.1.2 The Parties acknowledge that this waiver may result in a standard of living after Dissolution that is lower than that enjoyed during the Marriage.

### 8.2 Exceptions:

8.2.1 Notwithstanding clause 8.1, Party A shall pay spousal maintenance to Party B in the following circumstances:

- (a) If Party B has primary care of a child of the Marriage under the age of **[AGE]**;
- (b) If Party B is unable to work due to illness, disability, or incapacity;
- (c) If Party B has given up career opportunities during the Marriage at the request of Party A; or
- (d) **[OTHER SPECIFIC CIRCUMSTANCES]**.

## 10. PROVISIONS FOR CHILDREN

### 10.1 Existing Children:

10.1.1 Party A has **[NUMBER]** children from a previous relationship, namely **[NAMES AND DATES OF BIRTH OF CHILDREN]**.

10.1.2 Party B has **[NUMBER]** children from a previous relationship, namely **[NAMES AND DATES OF BIRTH OF CHILDREN]**.

10.1.3 Each Party acknowledges their responsibility to provide financial support for their children from previous relationships.

### 10.2 Future Children:

10.2.1 The Parties acknowledge that this Agreement does not and cannot determine issues relating to the financial provision for any children of the Marriage.



10.2.2 The Parties acknowledge that the Court has jurisdiction to make orders for financial provision for children of the Marriage, regardless of the terms of this Agreement.

## 14. SIGNATURES

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

SIGNED by **[FULL NAME OF PARTY A]**

in the presence of:

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Signature of Party A

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Signature of Witness

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

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

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

SIGNED by **[FULL NAME OF PARTY B]**

in the presence of:

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Signature of Party B

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Signature of Witness

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

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

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

## CERTIFICATE OF INDEPENDENT LEGAL ADVICE FOR PARTY A

I, **[NAME OF SOLICITOR]**, of **[NAME AND ADDRESS OF FIRM]**, certify that:

1. I am a solicitor qualified to practice in England and Wales.
2. I have provided independent legal advice to **[FULL NAME OF PARTY A]** as to the terms and effect of this Agreement and the implications for **[FULL NAME OF PARTY A]**.
3. **[FULL NAME OF PARTY A]** has confirmed to me that they understand the terms and effect of this Agreement and its implications.
4. **[FULL NAME OF PARTY A]** has confirmed to me that they are entering into this Agreement freely and voluntarily, without any duress, undue influence, or coercion.
5. I am not acting for **[FULL NAME OF PARTY B]** in this matter.

Dated: \_\_\_\_\_

\_\_\_\_\_

Signature of Solicitor

## SCHEDULE A: PARTY A'S FINANCIAL DISCLOSURE

**[DETAILED LIST OF PARTY A'S ASSETS, LIABILITIES, INCOME, AND FINANCIAL RESOURCES]**

## SCHEDULE B: PARTY B'S FINANCIAL DISCLOSURE

**[DETAILED LIST OF PARTY B'S ASSETS, LIABILITIES, INCOME, AND FINANCIAL RESOURCES]**