

# livingtogether

## Agreements

### Sandra hadn't considered what would happen if she and Adam split up...

Adam and Sandra had been living together happily for two years in a rented flat and, as she recalls: "We were suddenly given notice on the property we were renting. We had to decide very quickly whether to rent again or buy."

Amidst a whirlwind of quick decisions, they found a stunning two bedroom flat with a mature garden and sea view that captured her heart and his imagination. Sandra paid the £10,000 deposit on their brand new *des res* by the sea. Adam, a self-employed architect, drew up plans to re-design the downstairs, project-managed the extension and transformed a poky kitchen into a bright, airy space with panoramic windows. The home improvements ultimately rocketed the value of the flat to £250,000, a massive profit even after costing in the building work.

They lived happily together for 5 years, sharing the monthly mortgage payments and gradually making their house and garden perfect. "Then, out of the blue, he dumped me." She winces. "He said he'd met another woman. I immediately moved out. For a year I stayed with friends, sleeping on the floor if necessary while he carried on living in our flat. I suddenly had no home, but what was even harder was not having anything! We hadn't discussed how the furniture, crockery, cutlery, gardening equipment, cost of landscaping, curtains or even the rugs would be divided. Everything stayed in the flat with Adam and I was so emotional, the last thing I wanted to do was go round and face him, start trying to negotiate or take legal action."

The wrangling over possessions and the flat took months, until she ran out of energy. They agreed he would put the house on the market but she says: "Strangely, it didn't sell even though everything else seemed to be selling fast..."

Eventually she found a buyer but on the day of the sale Adam declared he wouldn't go through with it, he wanted to keep the flat.

Finally Sandra caved in – she had no power to sell the house against his wishes without going to court over it. She says: "As long as I had to keep going back I couldn't move on." She demanded that he paid her half the asking price (less the money he had been paying on the mortgage since they split up), but she never received it. Now she has settled for a sum that's not even half that amount.

If Sandra and Adam had made a living together agreement it could have been a very different story, with much less heartache and a fairer result. They would have already set out how the house and furniture would be divided if the relationship hit the rocks, and what they would do if one of them didn't want to sell. It could have been locked away out of sight and forgotten about, and only dug out if things went wrong.

If your relationship ends, even if there is little animosity, the emotional turmoil involved means that few people are up to negotiating. Many people do just as Sandra did, and give up. She recalls: "I fell in love with the idea of being in love... and no one else talked about what could happen, so neither did we."



“ I was so emotional, the last thing I wanted to do was go round and face him, start trying to negotiate or take legal action ... ”

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# Introduction

## What's a living together agreement?

Moving in with your partner may be one of the most exciting and romantic decisions you'll make in your life. So, as you step over the threshold and start your new life together, you're not likely to be considering your legal rights, or anything as mundane as how you're going to pay the bills. You're certainly unlikely to be thinking about what would happen to your home, sofa, bills etc if you split up.

A living together agreement needn't be used like a celebrity pre-nup, where you don't want your partner to waltz off after 15 minutes of marriage with your favourite Beverly Hills mansion and a recording contract. They aren't about "this is mine, that is yours and you're not getting a penny out of me"; otherwise only couples about to split up would ever make them. Instead you can use a living together agreement to sort out the day to day workings of living together and protect both you and your partner from whatever might happen to your relationship in the future.

Ideally you would make a living together agreement when you first move in together, but your mother was right and late *is* better than never, so even if you've already been together for 15 years it's still a good idea.

**A living together agreement isn't just about breaking up,** it's about *how* you will live together. Making the agreement prompts you to discuss how your living together will work in practice and what your expectations of each other are. In fact many of the couples we've spoken to say that they found that just making the agreement strengthened their relationship.

Making the agreement also helps you to organise the day to day finances of living together. It prompts you to think about easy and fair ways to divide the costs, and avoids those niggling little arguments about who's paying for the food, and who's paying the gas bill, that can sometimes mount up.



**“THE LAST THING ON YOUR MIND.”**

An agreement that does set out what would happen if you split up isn't an admission that you might. In fact it can strengthen your relationship by helping both partners to feel happier and more secure. Many people find the fact that they don't know what would happen if the relationship ended an extra stress, even while the relationship is otherwise perfectly healthy.

**A living together agreement is also useful because, if you were to split up, it can help you to do it as amicably and fairly as possible.** Suggesting to your partner that you make an agreement isn't a declaration of the fact that you're about to dump them, or a suggestion that your partner may try to rob you blind (or you them). Even with the best intentions on all sides, if you do split up many, many years

down the line it might be impossible to remember who contributed what when you started your life together. You may each remember what was said and done very differently and this may make things even more difficult if you do break up, making it harder for you to remain on good terms. It can also mean that, without either of you meaning to, you may come to an unfair arrangement between you. If you have the agreement you can at least be sure what it was you contributed and agreed to.

The other thing to bear in mind is how you would be feeling if your relationship did end for any reason – neither of you are likely to be looking forward to lengthy rounds of negotiation! Instead you may feel like giving up and walking away leaving everything you owned, which certainly wouldn't be fair either. If you have written your agreements already it can make it a lot less painful, quicker, and fairer for both of you should you split up.

Making a living together agreement also greatly reduces the chances of your relationship ending in the worst possible way – in a long and bitter (not to mention expensive) court battle.

## Can living together agreements be enforced in law?

Just like a pre-nup, living together agreements have a slightly odd status in law. The courts will not let





you sign away rights that the law gives you but a court will generally follow what you both agreed if:

- it still produces a fair result for both of you
- you both were honest with each other about your finances at the start.

A court is even *more* likely to uphold the agreement if both of you also had some legal advice about what you were doing.

A second option would be to have it written by a solicitor as a formal legal 'deed'. If you did this it would be legally binding in the same way as any legal contract between two parties is.

## How to make a living together agreement

Now you know it's a good idea to make a living together agreement, you need to know how to do it.

This document consists of two main sections: a checklist which goes through all the issues you should think about, and a template for a living together agreement. If you are making the living together agreement yourself you should transfer the answers from the checklist to the agreement before signing it.

The checklist goes through all the relevant issues that you might like to include in your living together agreement and other things that you must include (like your names!). Don't be put off by the size of this section; depending on your circumstances there may be many parts that aren't relevant to your relationship. You can include any issues that are relevant to you and ignore the others. The only essential sections are marked

### essential

in the notes and template agreement. The merit of using most or all of it is that it will protect you in more circumstances and it leaves less room for confusion later about exactly what you meant.

There is a space below each point for you to write down your information and the agreements you come to as you go through it. At various points in the agreement there are alternative words or sets of words – when you get to these you need to choose which ones you need and delete the others.

If you are planning to set up home together for the first time, one of the difficult things to work out is how much everything will cost. For this reason we have included a budget form, so that you can estimate what your joint household costs will be.

When you've decided what you want to put into the agreement you can then take this information to a solicitor and get him or her to draw

up the agreement for you. You may want to do this because a court is even *more* likely to uphold the agreement if both of you took legal advice about what you were doing.

If you have done all this work in advance it should reduce the costs that you have to pay. You can find a solicitor in the yellow pages or by going to [www.sfla.org.uk/find\\_solicitor.php](http://www.sfla.org.uk/find_solicitor.php). Don't be afraid to call around and ask for quotes.

Alternatively, you can use the information to draft your own agreement using the template at the back of this leaflet. Next to the space where you have been jotting down your details and agreements there is a box that explains where you put this information in the template agreement.

## If you are doing it yourselves

If you are drawing up the agreement yourselves, the key thing to remember is to try to keep it simple. It is tempting to try to provide for every possible future change but this is almost impossible.

Once you have finished drafting the agreement it is a good idea to read it through together out loud. This helps you to spot any mistakes.

## When you've finished

Once you have made an agreement make sure that you both have a copy of the signed and dated document and that you keep it safe. Remember also, that you will need to review it regularly.



# Living together agreement checklist

## Date

essential

It is important for a legal document to have a date. This saves arguments later about when something was agreed.

Though the date is normally written at the beginning of the document, you should only fill it in last, on the day that you both sign the final version of the document

## Your names and addresses

essential

Any legal agreement needs to set out the names of the people who are making the agreement, and their address(es).

It also helps to have a short way of identifying yourself. For example, you could just use your first name, or the name that you are always known by. So you could be:

James Peter Brown of 15 Market Road, Micklehampton, Loamshire FD22 3PQ ("Jim").

At all later points in the document you will be referred to as Jim, until you get to your signature at the end.

**If you are writing your own agreement using the template put the date in section 1.  
Names and dates go in section 2.**

Date

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(1) Full name

Full address

Short name for the rest of the document

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(2) Full name

Full address

Short name for the rest of the document

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## Telling each other about your finances

If this agreement is going to be water tight you both need to be honest with each other about what you earn, what you own and what you owe. This is so that you both realise what you are agreeing to, and honest it removes the possibility of somebody later arguing that one of you was trying to take advantage of the other. If you aren't honest at this stage either of you could argue to a court that the agreement should not be upheld, if you ever split up.

So, tell each other now.

You probably don't need to get your property valued (if you own any), but you need to agree on a realistic market value.

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**If you are writing your own agreement using the template  
transfer these details to Schedule A in the template agreement**

**(1) .....**'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: £

*(continued)*

(continued)

(2) ..... '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: £



**BE HONEST ABOUT FINANCES...**

## Children

If you have any children it is important to deal with them in the agreement. 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 too (*See our guide*).

You may want to think about what will happen if you do have children. For instance, will one of you stay home to look after them while the other works to support the family?

If there is a child who has another parent, does that parent support the child, and do you want to make an agreement about how that money is used, or whether the stepparent is going to assume any financial responsibility for his/her stepchildren?



**CHILDREN: WHO IS GOING TO TAKE RESPONSIBILITY AND PAY FOR THEM?**

**If you are writing your own agreement using the template provided transfer names and dates of birth to section 4 of the agreement. Financial arrangements go in section 13.**

- Any child's full name and date of birth.
- Say whether they are children of you both, or are from a previous relationship.
- Say whether the child has a parent who is still alive.
- Who will pay for the children?
- Who will look after the children?
- If you don't have children, have you thought about what would happen if you did? Do you want to put something about this in the agreement?

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## Your home

If you are renting your home you do not need to say much about this in the agreement.

If you own it (whether or not you have paid off a mortgage) you need to decide about how you hold it and the legal implications.

There are a number of different possibilities. The most obvious ones are:

- 1 One of you owns the home in his or her sole name** and does not want the other person to have a share of it. The non-owner needs to understand clearly that s/he will not get any share in the home, even if s/he does make a financial contribution to the running of the household. It would be sensible to spell out in the agreement that the non-owner will only contribute to general living costs and not to the cost of buying the home or maintaining and decorating it.
- 2 You own the home between you as a joint tenancy.** This means that you own equal shares that cannot be split up. If one of you dies the other will inherit the whole of the home. If you did not sort out the legal position in any detail when you bought the home, it is likely that this is the way you own it. You ought to check this with your solicitor to make sure. You can 'sever the tenancy' and turn it into a 'tenancy in common' if you prefer, but you should take legal advice about this.
- 3 You own the home as tenants in common.** If you own the home this way you can state the shares in which you hold it. If you don't state the shares the law will treat you as owning it 50:50. Many people find it useful to own a home this way, particularly if they have made unequal contributions to the purchase price of the home. Your solicitor should have advised you about this when you bought the home and drawn up a Declaration of Trust that states the shares that you own. Your partner will not inherit your share automatically if you die first so it is vital that you both make wills.
- 4 One of you owns the home but wants to agree that the other should have a share.** If this is the case then you should consult a solicitor and decide how best to do this. You could draw up a Declaration of Trust. This scenario has not been covered in the living together agreement as it needs individual treatment and a specially drafted clause.

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**If you are using the template to write your own agreement  
put details of how you paid for the home in Schedule B.  
Details of your agreement about the house go in section 5.**

- The address of your home.
  
- How did you buy the home? i.e. mortgage, savings etc.
  
- Do you own it:     — In one person's sole name  
                          — As a joint tenancy  
                          — As a tenancy in common
  
- If it is a tenancy in common, what shares do you hold it in?  
..... : .....%  
..... : .....%

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## Endowment policy

If you have an endowment policy which backs your mortgage this may be in joint names or you may have taken it out in one person's name.

You may need to decide whether you share this jointly in case there are any profits after the mortgage is paid. Your decision might depend on who pays the policy instalments, or whether you have shared all the household expenses equally.

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**Put these details in section 9 of the template agreement.  
If you don't have an endowment policy, delete section 9.**

- Who is the policy with?
- Whose names is the policy in?
- How are you going to share any profits?

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## Household expenses and debts

If you are moving in together now you need to think about who is going to pay for what. This is sometimes difficult unless you know exactly how much you spend on everything. You may first need to use the Budget form to help you to do this. This helps you both work out what you can afford.

You can sort out how you pay for the household expenses in various ways:

- The simplest arrangement is probably to open a joint bank account for all the household expenses and each pay regular amounts into it (you can still keep separate accounts for any money that is not shared). You could pay equal amounts, if you can both afford it, or you might decide to have a different arrangement. Some couples, for instance, decide that they will each contribute half of their take-home pay each month.

If you have a joint bank account, the law treats you as owning half shares of any balance. This may be what you want, or you might feel that if one of you is putting in more than the other, you want to agree to hold any balance in that ratio. You can set that out in your agreement.

Normally a joint account allows you each to draw money without the other's signature, but you can alter this so that you both have to authorise a payment. You need to decide about this too.



**“PROBABLY THE SIMPLEST ANSWER..”**

- You might decide that each of you will pay for particular items: one of you will pay the gas bill; the other will pay the food shopping. As these will vary from time, it is probably a good idea to record whether you are both prepared to treat these as equal contributions. If you aren't it makes sense to say this as well.
- You could agree that whenever one of you pays a bill the other will give him or her half of the amount. This is a bit fiddly, but it may be the way that you start out.

If you have already been living together for sometime you have probably already organised your finances in some way. If you have, all you need to do is just note down how you generally pay for things and if you feel that you own them equally.

When you live together you do not become responsible for each other's debts. You can only be legally responsible if you take out the loan, credit card or hire purchase agreement in your name (or jointly with your partner). If you owe anything before you get together your partner cannot become liable for this. However, if you are living together and the utilities (gas, water etc) and Council Tax are in one person's name, the supplier can pursue anyone else that lives at the address and who uses the service, even if that person isn't named on the bill. A similar rule applies to Council Tax.

### The details for this go into section 10 of the template agreement

If you are going to have a joint bank account, list here:

- Bank
- Branch
- The amount that you are each going to pay in each month/week
- Are you going to/do you treat this as an equal contribution or not?
- Are you going to/do you own any balance jointly?
- Have you/are you going to arrange the account so that you both have to sign to authorise a payment?

*(continued)*

*(continued)*

If you are not going to have an account together, and are each going to pay for separate things, list them here, with the estimated amounts.

## Ownership of contents and other personal possessions

In order to avoid arguments about who owns what, it is helpful if you set out some rules in the agreement. The law is fairly straightforward but you may want to spell it out to avoid later misunderstandings.

- 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 buys 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



**IF ONE OF YOU GIVES SOMETHING TO THE OTHER IT BELONGS TO THEM.**

Some people find it helpful to keep a list at the end of the agreement of any large or expensive items that they buy for the home, with a note of who owns them.

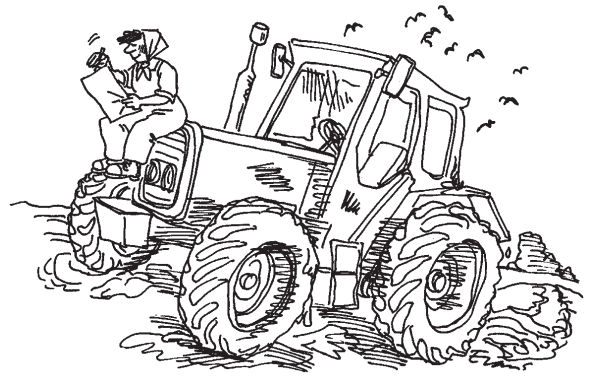
### If you are writing your own agreement using the template provided transfer this information to section 11

It may help you to indicate whether you both agree to the rules that are set out here:

- 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
- If you inherited something, or it was given to you by someone else, it belongs to you. YES / NO
- If one of you buys something and gives it to the other it belongs to the person to whom it is given. YES / NO
- 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. YES / NO
- If you buy something together but each contribute different amounts to the price, you own it in the shares in which you contributed. YES / NO

## Cars and other large items

There is a separate clause for the ownership of cars, partly because they are so expensive, but also because the subject can be very emotive. You could use this clause for any other large item. The clause 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.



USE THE SEPARATE CLAUSE FOR CARS AND LARGE EMOTIVE ITEMS.

**Transfer this information to section 12 of the template agreement.  
Adapt section 12 and repeat it for any other large items.  
Delete section 12 if you don't have any large items.**

You should each list here any large items that you want to make sure stay yours exclusively.



“LIST ANY LARGE ITEMS YOU WANT TO ENSURE REMAIN YOURS EXCLUSIVELY...”

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## Pensions

You both need to check out any pensions that you have.

The first thing to check is the 'death-in-service' benefit. Pension schemes through your employer will generally pay out a lump sum if you die before you retire. You can choose who you want to get this money. This is called 'nominating'. You will generally be given a form to complete when you join a pension scheme so that you can do this. If you have done this a long time ago and can't remember whom you nominated, contact the Human Resources department of your employer and check it. You can change a nomination if you want to. You should also check with the HR department whether the trustees of the pension scheme will agree to pay to your unmarried partner. This is particularly important if you are a same-sex couple.

You can nominate the payment to go wholly to one person, or be divided between a number of people. For instance, you could nominate your partner to get 50% and the rest to be divided equally between your children.

A death-in-service payment is inheritance tax free if it comes via a nomination.

If you find that they won't pay out to your partner, it would be better not to nominate the death-in-service payment at all. This would mean that it is paid into your estate when you die and you can leave the amount by will to your partner. This might have inheritance tax consequences, if it increases your estate, so you do need to take some advice from a solicitor or accountant before you decide to do this.

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**Transfer these details to section 14 of the template agreement  
if you are writing the agreement yourselves**

List here your pension schemes and what you have found out about whether your partner can benefit from them.

Decide whether you are going to nominate the scheme in favour of your partner, wholly or in part.

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## What if the agreement ends?

Even though it may be difficult to think about, you need to think ahead to what might happen if your relationship ends. This is, after all, part of the reason for doing the agreement in the first place.

If you die, or if you marry, this effectively ends the agreement, because the law takes over.

You need to think about how else the relationship might end.

You will see that there is a sentence about using mediation rather than going off to court. This is a good idea. It will save you costs and you will probably sort things out more quickly and amicably.

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### **If you are writing the agreement yourselves transfer these details to section 15**

Have a look at section 15.

Does it seem to cover all the situations? Do you want to add to it, or change it?

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## Transitional provisions

This sounds rather grand but it simply means what will happen while you are sorting out your split. There are a number of suggested clauses there that you might wish to use. You probably don't want to tie yourself down too tightly at this stage because you can't predict what the future would hold, but you might want to insert some of these clauses to indicate the way you both feel you should go about dealing with a split.

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### Transfer these details to section 16 of the template agreement

Have a look at section 16.

Does it seem to cover all the situations? Do you want to add to it, or change it?

## Renegotiations

Agreements like this can go out of date. If it seemed fair to share everything equally when you were both working it may need to change if one of you loses a job and become dependent on the other. Other changes, like a new baby, can change the financial basis of your agreement. You don't have to change it, but it is a good idea to keep it under review. You might want to say that you will check it formally every three years, for instance.

### Transfer these details to section 17 of the agreement

Have a look at section 17.

Do you want to agree to change the agreement when your circumstances change?



## Signing the agreement

essential

Once you have got all the details into the agreement and are both happy that it is correct you should sign it.

You should fill in your full names and sign to the right hand side of the page. You should sign the document in front of a witness who should add his or her signature and then write his or her full name and address. The same person can witness both your signatures and you do not have to both sign the document in front of each other, so you can do your signatures at different times.

Once you have both signed the document you should put the date on the front.

If you want to make sure that the document is enforceable it is a good idea to make it in the form of a deed, by adding the words 'as a deed' so it reads "SIGNED AS A DEED" above your signatures. It is advisable to do this if you want to make sure that the agreement about the ownership of the home is binding for instance, or if one of you is promising to pay something to the other. We would strongly advise you to take legal advice if you are going to make the agreement in deed form. You could do nearly all the work yourselves to save costs and ask a solicitor to check the draft that you have prepared.

If you do not make the document as a deed it is still very useful as evidence of what you have agreed to and the process of discussing it will probably have been very good for your relationship.

### Add your signatures to section 18 of the agreement

# Budget

Please fill this in remembering that there are 4.33 weeks in a month, not just 4.

Item £ per month

## ACCOMMODATION COSTS

|                                     |   |
|-------------------------------------|---|
| Mortgage/Rent                       | £ |
| Endowment policy linked to mortgage | £ |
| Council tax                         | £ |
| Water rates                         | £ |
| Electricity                         | £ |
| Gas                                 | £ |
| Telephone                           | £ |
| Service charge                      | £ |
| Ground rent                         | £ |
| Oil/Solid fuel                      | £ |

## HOUSEHOLD EXPENSES

|                           |   |
|---------------------------|---|
| Food/housekeeping         | £ |
| House insurance           | £ |
| Contents insurance        | £ |
| Repairs/service contracts | £ |
| Cleaner                   | £ |
| T.V. licence              | £ |
| T.V./video/DVD hire       | £ |
| Gardener                  | £ |

## CAR

|  |   |
|--|---|
| Insurance                                  | £ |
| Road tax                                   | £ |
| Maintenance                                | £ |
| Petrol                                     | £ |
| Loan for car purchase (will end ____20__ ) | £ |

## CHILDREN

### School expenses

|                   |   |
|-------------------|---|
| Travel to school  | £ |
| School dinners    | £ |
| Uniform           | £ |
| Outings and trips | £ |
| School fees       | £ |

Item £ per month

|                       |   |
|-----------------------|---|
| Other school expenses | £ |
| Private lessons       | £ |

## Out of school

|                                |   |
|--------------------------------|---|
| Clothes and shoes              | £ |
| Nappies                        | £ |
| Doctor                         | £ |
| Dentist                        | £ |
| Optician                       | £ |
| Childminder/nanny (gross cost) | £ |
| Hairdressing                   | £ |
| Books and toys                 | £ |
| Christmas and birthdays        | £ |

## PERSONAL EXPENSES

|                      |   |
|----------------------|---|
| Clothes and shoes    | £ |
| Hairdressing         | £ |
| Doctor               | £ |
| Dentist              | £ |
| Optician             | £ |
| Prescription charges | £ |
| Dry cleaning         | £ |
| Entertainment        | £ |
| Travel to work       | £ |
| Lunches at work      | £ |
| Holidays             | £ |
| Subscriptions        | £ |

## OTHER ACCOMMODATION

|             |   |
|-------------|---|
|             | £ |
|             | £ |
| Other items | £ |
|             | £ |
|             | £ |

## TOTAL

# Living together agreement template

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## 1. THE DATE OF THIS DEED OF AGREEMENT IS:

essential

.....

---

## 2. THE TWO PEOPLE MAKING THIS AGREEMENT ARE:

essential

1. Name .....

Address.....

.....

.....

who is referred to in the rest of the document as:

.....

2. Name .....

Address.....

.....

.....

who is referred to in the rest of the document as:

.....

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## 3. THE BASIS OF OUR AGREEMENT

essential

a) We have decided to live together OR

We have been living together since .....

b) We want to enter into an agreement that sets out our rights and duties to each other

c) We intend that this agreement shall be legally binding on both of us

d) We have [both\*] taken legal advice about making this agreement\*

e) We have honestly and frankly told each other about our individual financial positions and have set out this information in Schedule A at the end of this agreement

---

\* Delete the words or phrases which do not apply.

---

#### 4. INFORMATION ABOUT OUR CHILDREN

\*We have no children at present OR

We have the following children of whom we are both parents:

*[insert their full name(s) and date(s) of birth]*

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

OR

..... already has [a] child[ren] from a previous relationship:

*[insert their full name(s) and date(s) of birth]*

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

The other parent *[insert his or her name]* ..... is still alive / has died.

---

#### 5. INFORMATION ABOUT OUR HOUSING

We [intend to\*] live at *[insert the address of your home]*.....

.....  
.....

which is referred to as “the Home” in the rest of this agreement.

The Home is rented/owned\* in our joint names/ .....’s sole name\*

The way in which it was purchased is set out in Schedule B at the end of this agreement.

---

\* Delete the words or phrases which do not apply.

## 6. THE FOLLOWING SECTIONS SET OUT WHAT WE HAVE AGREED WITH EACH OTHER

### 7. OWNING THE HOME

[Choose the clause that describes what you want to do and delete the others. It is important that you take legal advice about that you intend to do with the Home. If you make a mistake at this stage it could prove very expensive later on.]

- We [will] own the Home in our joint names as a joint tenancy. We intend to continue to have equal shares in the Home even if we do not make equal contributions.
- We [will] own the Home in our joint names as a tenancy in common.
  - We [will] own equal shares and we intend to continue to have equal shares in the Home even if we do not make equal contributions OR
  - We [will] own the following shares:
    - ..... :
    - .....%
    - ..... :
    - .....%<sup>1</sup>
- ..... owns [will own] the Home in his/her sole name and [the name of the non-owner] ..... understands that s/he will not get any share in the Home or any rights over the property even if s/he makes a contribution to paying for the Home or the household.

### 8. BUYING A NEW HOME

If we decide to sell the Home and buy another:

- we will own the new property on the same terms OR
- we will renegotiate the terms on which we hold it.

### 9. ENDOWMENT POLICY<sup>2</sup>

Any surplus profits from the endowment policy with [insert name of insurance company] .....

.....

in the name[s] of .....

[and] .....

are to belong to .....jointly/solely\*

\* Delete the words or phrases which do not apply.

1 If this is the case you should make sure that a solicitor has drawn up a declaration of trust for you that is kept with the deeds of the home.

2 Read the notes on this clause. If you do not need it, delete it.

---

## 10. HOUSEHOLD EXPENSES AND DEBTS

We have opened/will open\* a joint bank account with

.....Bank,

.....Branch.

We [will] pay the following amounts into this account:

[name] ..... : £..... a month/week\*

[name] ..... : £..... a month/week\*

[We regard these as equal contributions.<sup>2</sup>]

[We agree to hold any balance in equal shares.<sup>2</sup>]

[We will hold any balance in the following shares:

[name] ..... : ..... %

[name] ..... : ..... %<sup>2</sup>]

Either of us may draw cheques on this account with[out] the signature of the other.

Out of this account we will pay the following household bills<sup>3</sup>:

- |  |  |
|--|--|
| <input type="checkbox"/> water rates             | <input type="checkbox"/> endowment payments                            |
| <input type="checkbox"/> council tax             | <input type="checkbox"/> rent  |
| <input type="checkbox"/> gas                     | <input type="checkbox"/> food and household necessities                |
| <input type="checkbox"/> electricity             | <input type="checkbox"/> decoration of the home                        |
| <input type="checkbox"/> telephone               | <input type="checkbox"/> repairs to the home                           |
| <input type="checkbox"/> television licence      | <input type="checkbox"/> ground rent and service charge                |
| <input type="checkbox"/> television/video rental | <input type="checkbox"/> items of furniture and equipment for the home |
| <input type="checkbox"/> buildings insurance     | <input type="checkbox"/>   |
| <input type="checkbox"/> contents insurance      | <input type="checkbox"/>   |
| <input type="checkbox"/> mortgage repayments     | <input type="checkbox"/>   |

OR

We have agreed that we will individually be responsible for the following payments:

[name] ..... will pay for ..... ]

[name] ..... will pay for ..... ]

---

\* Delete the words or phrases which do not apply.

<sup>2</sup> Read the notes on this clause. If you do not need it, delete it.

<sup>3</sup> Add or delete any items to make the list complete.

OR

We have been living together since..... We have always pooled our finances in a joint account and have paid for everything jointly.

## DEBTS

We agree and understand that we will each remain liable for any debts that we have incurred individually, and that we cannot be made liable for each other's debts, (except for utilities bills and Council Tax where the law gives the supplier of the service the right to pursue anyone who uses the service).

---

## 11. OWNERSHIP OF CONTENTS

These are the rules that we intend to apply to items of personal property and contents of the home:

- If one of us owned something before we lived together, it belongs to that person.
- If one of us bought something with his or her own money it belongs to that person.
- If either of us inherited something, or was given it as a gift, it belongs to that person.
- If one of us buys something and gives it to the other it belongs to the person to whom it is given.
- If we buy something out of a joint bank account it belongs to us equally/in the shares in which we hold the account\*.
- If we buy something together but each contribute different amounts to the price it belongs to us equally/in the shares in which we hold the account\*.
- If we want to make particular arrangements about the ownership of a piece of property we will write the details into Schedule C at the end of this agreement.
- If there are particularly precious items that belong to one of us that s/he wants to make absolutely sure that the other has no claim to we will list them in Schedule D at the end of this agreement.

---

## 12. CAR[S]

The car *[make and registration]*.....

registered in the name of.....belongs to  
.....alone and will continue to do so even if  
.....contributes to its maintenance, repair or running costs.

OR<sup>4</sup>

The car *[make and registration]*.....

registered in the name of.....belongs to  
us both jointly and equally and will continue to do so even if we do not make equal contributions to its  
maintenance, repair or running costs.

---

\* Delete the words or phrases which do not apply.

4 Choose the appropriate alternative for your agreement, or write out another arrangement.

---

## 13. CHILDREN

- While our child[ren] are under the age of [5] ..... will not work [full time] outside the home but instead will bring up the child[ren] and look after the home. We intend to treat this as a contribution equal in value to the financial contribution of ..... during this period.
- While ..... is not working because of child-care responsibilities ..... will maintain her/him as far as s/he is able.
- While our child[ren] are under the age of ..... we both intend to work part-time so that we can share child-care, and during this period we will treat each other's contributions both in earnings and childcare and domestic responsibilities as being of equal value.
- Since [insert name[s] of child[ren]] ..... is/are not [insert name of step parent] ..... 's children and [insert name of parent] ..... receives maintenance for them, we agree that<sup>5</sup>
  
- If we have [a] child[ren] it is our intention to share Parental Responsibility and so [name of mother] ..... will do her best to make sure that [name of father] ..... is registered as each child's father on the birth certificate. Failing this we will make a Parental Responsibility Agreement.

---

## 14. PENSIONS

We each will/have\* nominate[d] each other to receive .....% of the pension and death in service benefits to which we may each be entitled under any pension scheme.

If this agreement ends for any reason we shall both be free to cancel these nominations.

---

## 15. ENDING THIS AGREEMENT

This agreement shall come to an end if any of the following events happens:

- One of us dies.
- We get married.
- We make a joint decision to stop living together. If this happens the transitional arrangements set out below will apply.
- One of us gives the other notice in writing that s/he wants to end the agreement. If this happens the transitional arrangements set out below will apply.
- One of us leaves the home and ends the relationship in this way. If this happens the transitional arrangements set out below will apply.

If we cannot agree on any of these issues, we intend to seek the help of mediation rather than using the courts to try to sort things out.

---

\* Delete the words or phrases which do not apply.

5 Here you will need to add any particular financial arrangements that you want to put in.

---

## 16. TRANSITIONAL ARRANGEMENTS

These are the transitional arrangements that we will put in place if our relationship ends (except by death or our marriage)<sup>6</sup>:

- We will stop paying into the joint household account.
- We will pay any outstanding bills out of the joint household account.
- We will divide any balance left over between us equally.<sup>7</sup>
- We will divide up any furniture and other items that we have bought together. We will try to achieve an equal<sup>7</sup> split by either dividing the items up, or one person giving the other a payment in compensation.
- *[the non-owner]* ..... will leave the home as soon as possible.<sup>8</sup>
- We will sell the home as soon as possible and divide the proceeds of sale (after paying the mortgage, the estate agents' and the solicitors' costs and any other costs of sale) between us equally.<sup>7</sup>
- If, instead of a sale of the home, one of us wishes to buy the other's share, we will have the home valued by a local valuer. We will choose the valuer together and give joint instructions, and split any cost of the valuation equally. We will use this valuation to work out how much the share is worth.
- If we cannot agree about the choice of valuer we will ask the President of the Institute of Chartered Surveyors to appoint a valuer.

We have also agreed the following arrangement if one of us dies:

- <sup>9</sup>*[insert name of owner of the home]* ..... promises that s/he will instruct the executors of his/her will that if s/he dies before *[insert name of non-owner]* ..... they must allow her/him a period of six months before s/he has to leave the home.

---

## 17. RENEGOTIATIONS AND CHANGES

We will reconsider the terms of this agreement from time to time and change them if appropriate. We will also do this if:

- we have a[nother] child.
- either of us changes his/her present job.
- either of us becomes unemployed.
- either of us becomes seriously ill, or disabled.

If we make changes to this agreement, we will write them down.

---

\* Delete the words or phrases which do not apply.

6 You need to pick and choose which of the following possibilities you want to use. You might want to write others as well.

7 Or insert the correct ratio.

8 You might decide that you want to insert a time limit here.

9 You can use this clause if the home belongs to one of you and you have agreed that the other will not have a share in it.

**18. SIGNED [AS A DEED]**

by the said *[insert full name of first person]* .....

in the presence of *[here a witness should write his/her name, signature and address]*

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

**SIGNED [AS A DEED]**

by the said *[insert full name of second person]* .....

in the presence of *[here a witness should write his/her name, signature and address]*

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

# SCHEDULE A

---

## We have told each other all about our finances as follows:

[insert the list that you have both prepared from pages 5 and 6]

### [name] ..... 'S FINANCIAL DETAILS

#### Income:

gross salary: £..... per year / net salary: £..... per month

any other income: £

#### Capital:

house/flat: value of equity £

savings: £

shares: £

car: £

contents: etc. £

other: £

#### Debts:

mortgage: £

credit cards: £

H.P.: £

loans: £

other: £

### [name] ..... 'S FINANCIAL DETAILS

#### Income:

gross salary: £..... per year / net salary: £..... per month

any other income: £

#### Capital:

house/flat: value of equity £

savings: £

shares: £

car: £

contents: etc. £

other: £

#### Debts:

mortgage: £

credit cards: £

H.P.: £

loans: £

other: £

## SCHEDULE B

---

### How the purchase of our home was financed

The purchase price was £ .....

This was raised by a mortgage of £ .....

with *[insert name of lender]* .....

And other amounts as follows:

*[list the various sums that went into the purchase and where they came from]*

The solicitors' bill was paid by: .....

The removal costs were paid by: .....

If you needed to pay for any repairs or improvements when you first moved in, you could list these here as well.

## SCHEDULE C

---

**Items that we have bought together for which we want to make special arrangements about ownership**

| <i>Item</i> | <i>Price</i> | <i>Date bought</i> | <i>How we want to own it</i> |
|-------------|--------------|--------------------|------------------------------|
|-------------|--------------|--------------------|------------------------------|

---

## SCHEDULE D

---

**Property that belongs to one person over which the other will gain no property rights at all**



**IF YOU DO SPLIT UP,  
AN AGREEMENT CAN  
MAKE IT MORE AMICABLE (AND LESS COSTLY).**

**This leaflet is one of a series produced by  
[advicenow.org.uk](http://advicenow.org.uk)'s LivingTogether campaign.**

The LivingTogether campaign aims to increase awareness and understanding of the legal issues around living together. We explain exactly what rights couples living together *really* have, and show you practical ways you can protect yourself and your partner.

We provide information and practical material to help you ensure your partner will inherit from you if you die; understand your housing rights and show you how to protect them with a living together agreement, explaining financial implications and what you can do to minimise them, and how to ensure your partner is treated as your next of kin in an emergency.

**For more information about your rights when you are living  
with your partner see [www.advicenow.org.uk/livingtogether](http://www.advicenow.org.uk/livingtogether)**

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The LivingTogether campaign is led by Advice Services Alliance in partnership with One Plus One ([www.oneplusone.org.uk](http://www.oneplusone.org.uk)) and is funded by the Department for Constitutional Affairs.

Advice Services Alliance (ASA), the co-ordinating body for UK advice services. ASA members include Advice<sup>UK</sup>, Age Concern England, Citizens Advice, DIAL UK, Law Centres Federation, Shelter and Youth Access. ASA works with its membership and government to develop policy on delivery of legal and advice services; champions the development of high quality information, advice and legal services; and provides supporting services to advice networks.

The LivingTogether Campaign applies to England and Wales only. The law in Scotland and Northern Ireland is significantly different.

The law is complicated and every case is different. If in doubt get advice.

**Written by Imogen Clout.**

**Series edited by Mary Webber. December 2004.**

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**[advice\*\*now\*\*.org.uk/livingtogether](http://advice<b>now</b>.org.uk/livingtogether)**