

# PRENUPTIAL AGREEMENT

(Prenuptial Agreement made between intending spouses in contemplation of marriage)

This Agreement is made on:

\_\_\_\_\_ [Date]

BETWEEN:

(1) \_\_\_\_\_ [Full legal name of Party A], of \_\_\_\_\_ [Address], born on \_\_\_\_\_ [Date of birth] ("Party A")

and

(2) \_\_\_\_\_ [Full legal name of Party B], of \_\_\_\_\_ [Address], born on \_\_\_\_\_ [Date of birth] ("Party B")

## RECITALS

A. Party A and Party B intend to marry on \_\_\_\_\_ [Date of wedding].

B. Both parties wish to enter into this Agreement to determine the financial consequences of their marriage and any potential separation or divorce.

C. Each party confirms that they are entering into this Agreement voluntarily, without duress or undue influence, and that they have had the opportunity to obtain independent legal advice.

D. Each party has made a full and frank disclosure of their financial circumstances prior to entering into this Agreement.

NOW IT IS AGREED as follows:

### 1. Marriage

The parties intend to be legally married on \_\_\_\_\_ [Date]. This Agreement shall come into effect upon the marriage taking place.

### 2. Disclosure of Assets and Liabilities

Each party has disclosed their current financial position to the other, including all assets, liabilities, income, and financial interests, as set out in the attached Schedules:

Schedule 1: Party A's financial disclosure

Schedule 2: Party B's financial disclosure

### **3. Separate Property**

The following property shall remain the separate property of the respective party and shall not be subject to division upon separation or divorce:

Party A: \_\_\_\_\_ [List of separate assets]

Party B: \_\_\_\_\_ [List of separate assets]

### **4. Joint Property**

Any property acquired jointly during the marriage shall be owned in accordance with legal title or as otherwise agreed between the parties in writing.

### **5. Spousal Support**

The parties agree that neither shall have any claim for spousal maintenance in the event of separation or divorce.

The parties agree that in the event of separation, spousal support shall be determined as follows:

\_\_\_\_\_ [Insert terms, e.g. duration, amount, review clauses]

### **6. Review of Agreement**

The parties agree to review this Agreement in the following circumstances:

After the birth or adoption of any child

After 5 years of marriage

Upon significant change in financial circumstances of either party

### **7. Governing Law**

This Agreement shall be governed by and interpreted in accordance with the laws of England and Wales.

### **8. Independent Legal Advice**

Each party confirms they have had the opportunity to seek independent legal advice and have either:

- Obtained such advice
- Chosen not to obtain such advice despite having had the opportunity

## 9. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof.

Signed by Party A:

[Signature of Party A]

\_\_\_\_\_ [Full name of Party A]

\_\_\_\_\_ [Date]

Signed by Party B:

[Signature of Party B]

\_\_\_\_\_ [Full name of Party B]

\_\_\_\_\_ [Date]

Witnessed by:

[Signature of Witness]

\_\_\_\_\_ [Full name of Witness]

\_\_\_\_\_ [Address of Witness]

\_\_\_\_\_ [Occupation]

Schedule 1: Party A's Financial Disclosure

\_\_\_\_\_ [Attach or list assets, income, liabilities]

Schedule 2: Party B's Financial Disclosure

\_\_\_\_\_ [Attach or list assets, income, liabilities]

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