

## PRE-NUPTIAL AGREEMENT

THIS AGREEMENT is dated <DATE>.

BETWEEN <PARTNER 1> of <ADDRESS>, employed as a <JOB TITLE> ("Partner 1")

AND <PARTNER 2> of <ADDRESS>, employed as a <JOB TITLE> ("Partner 2")

### WHEREAS:

- A. The parties are engaged to be married on the <DATE>;
- B. At the date of this agreement <PARTNER 1> owned assets as listed in Annexure "A" hereof;
- C. At the date of this agreement <PARTNER 2> owned assets as listed in Annexure "B" hereof;
- D. The parties expect that during their engagement they may acquire assets jointly;
- E. Despite their best intentions in marrying one another the parties wish to formalise an agreement as to the distribution of assets in the event of termination of their relationship ("separation").

### NOW THIS DEED WITNESSES:

1. If at some future time the parties separate then:
  - (a) <PARTNER 1> shall be deemed to be the sole owner of any and all of the assets listed in Annexure "A" which are still at that time owned by him, or the equivalent monetary value as at the date of separation if any such asset shall have been converted into cash or any other form of asset;
  - (b) <PARTNER 2> shall be deemed to be the sole owner of any and all of the assets listed in Annexure "B", which are still at that time owned by her, or the equivalent monetary value as at the date of separation if any such asset shall have been converted into cash or any other form of asset;
  - (c) Interest accrued on any bank account or debt referred to in Annexure "A" or Annexure "B" shall be deemed to be the sole property of the party named on that bank account;
  - (d) Other than gifts or inheritances made specifically to either party, any assets acquired by the parties either jointly or severally during their engagement or marriage shall be divided as follows:
    - (i) 50% to <PARTNER 1> ;
    - (ii) 50% to <PARTNER 2> .
2. "Assets" as referred to in paragraph 1(d) hereof shall include real and personal property, debts and choses in action, but shall not include personal clothing and jewellery acquired by either party, insurance and superannuation entitlements, or gifts specifically made by one party to another.
3. Any such items specifically excluded by virtue of clause 1(d) and owned and in the possession or control of either party at the time of separation shall be deemed to be the sole property of that party.
4. Each of the parties agree not to make any claim, now or ever, to the property of the other party as described in Annexures A and B hereof.
5. All debts, credit card accounts, loan accounts or other liabilities standing in the name of either party shall upon separation be deemed to be the liability of that party alone.
6. All debts, credit card accounts, loan accounts or other liabilities standing in the names of both parties will remain a liability of each of the parties in the style and proportion shown on the account records. If no such details are nominated then the parties shall be deemed to be jointly and severally liable in respect of those obligations.

7. Notwithstanding paragraphs 3 and 4 hereof, any debt or liability owing in respect of or secured by any asset or interest in property which is retained or transferred to either party pursuant to this agreement shall be deemed to be the sole debt or liability of the party taking that asset or interest in property. The party taking that asset shall indemnify the other party from any liability or debt arising out of or in relation to same.
8. In the event of death of either party then:
  - (a) Subject to the approval of the Supreme Court of New South Wales, the other party hereby relinquishes his or her right to make an application in relation to the estate of the deceased party pursuant to the Family Provisions Act, 1982 ("the Act")
  - (b) Each party gives the release in consideration of the other terms of this agreement ;
  - (c) Each party acknowledges that it is to his or her advantage in light of the terms of this agreement to grant the release;
  - (d) Each party accepts that for the purposes of the Act the provisions of this agreement including this release are fair and reasonable;
  - (e) Each party covenants that upon the death of the other party he or she will make application to the Supreme Court of New South Wales if so required by the legal personal representative of the deceased party and at the expense of the deceased party's estate for approval of release of rights against the deceased party's estate which he or she would have had under the Act but for this agreement.
9. Each party acknowledges that he or she has received independent legal advice in respect of the terms of this agreement, including the release provision of paragraph 8, and each party agrees that this agreement is fair and equitable and reflects the contributions made by each party to the acquisition of assets owned by the parties jointly and severally.
10. If at any time the parties decide to vary this agreement in any way, such further agreement shall be a written agreement entailing the same degree of formality as this agreement and such further agreement is to refer specifically to this agreement. No further agreement or document shall operate to vary the terms of this agreement unless it is in written and signed by both parties and accompanied by a Certificate of Independent Advice provided by each of the parties separate legal representatives in respect of the effect of the variations.
11. Each party agrees to sign all documents and do all things necessary to give effect to the agreement set out herein.
12. This agreement shall continue to bind the parties notwithstanding that the parties may at some future time enter into formal marriage ceremony or live together in a de facto relationship.
13. The agreement shall be binding upon the heirs, executors, administrators and assigns of each party.
14. Although the parties are aware that this Agreement may not deal conclusively with every aspect of property settlement that may arise in the event of their separation, the parties hereby covenant to produce this agreement as evidence of their present intentions, to conclusively deal with the matters addressed herein and any and all ancillary issues, to any court or tribunal in any jurisdiction which has been approached by either or both of the parties, their successors or assigns to decide upon issues of the division of property between each of the parties and the parties further covenant not to object to the tender of this Agreement into evidence.

15. As a severable agreement:

15.1 Each of the parties releases and forever quits claim to the other party and the whole of his or her estate and notional estate from and against all rights, if any, by or on behalf of that party to make any application or claim under or pursuant to the Family Provision Act 1982 (N.S.W.) and any act of the State of New South Wales or elsewhere replacing or amending the same, or making like or similar provisions or giving like or similar rights to those under that Act, and indemnifies and covenants for ever to keep indemnified the other party, and his or her estate and notional estate, from and against all such applications and claims.

15.2 Each party covenants to join in and support any request or application of the other (whether made in the lifetime or after the death of either or both of the parties), to the Supreme Court of New South Wales for the approval of that Court under Section 31 of the said Family Provision Act 1982 (N.S.W.) to the releases herein contained or for any similar or like approval or sanction under any other applicable act.

15.3 The effect and operation of this agreement are in no way subject to or dependant upon any approval or sanction to the extent that such agreement and all of its provisions become fully operative and binding upon the parties and their heirs, executors, administrators and assigns and quite independently of whether or not:

15.1.1 any application for approval or sanction of the said releases is ever made under Section 31 of the Family Provision Act or any other Act; and

15.1.2 any such approval or sanction is ever granted or given,

IN WITNESS WHEREOF the parties have hereunto set their hands and seals on the day and in the year first hereinbefore mentioned.

**SIGNED SEALED AND DELIVERED** )  
by the said <PARTNER 1> )  
in the presence of: )

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**SIGNED SEALED AND DELIVERED** )  
by the said <PARTNER 2> )  
in the presence of: )

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