Living together template

**Use this template only as directed in Advicenow’s guide How to make a living together agreement.**

# 1 - Essential

THE DATE OF THIS AGREEMENT IS:

…………………………………………

# 2 - Essential

THE TWO PEOPLE MAKING THIS AGREEMENT ARE:

1. Name …………………………………………………………………………………………………..

Address ……………………………………………………………………………………………………

 ……………………………………………………………………………………………………..

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

…………………………………………......................................

1. Name ……………………………………………………………………..…………………………….

Address ……………………………………………………………….……………………………………..

 ……………………………………………………………………………………………………….

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

……………………………………………………………………....

# 3 - Essential

THE BASIS OF OUR AGREEMENT:

1. 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, fully 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 word(s) that do not apply

4
INFORMATION ABOUT OUR CHILDREN:

[Choose the option below that describes your situation and delete the others.]

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]

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

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

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

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

AND/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\*.

AND/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\*.

\* Delete the word(s) that do not apply.

# 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.

6 – Essential
**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. If you are unsure, it is important that you take legal advice about this. 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:

........................................................... : .........%

........................................................... : .........%[[1]](#footnote-1)

* ......................................................................... 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.

\* Delete the word(s) that do not apply.

# 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\*\*

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\*

# 10

HOUSEHOLD EXPENSES AND DEBTS

[Choose the option below that describes your agreement and delete the others.]

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

........................................................................................................ Bank

Sort code: ....................... Account number: ..............................................

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

 [name] ........................................................... : £ .......... a month/week\*

 [name] ........................................................... : £ .......... a month/week\*

[We regard these as equal contributions.\*\*]

[We agree to hold any balance in equal shares.\*\*]

[We will hold any balance in the following shares:

[name] ........................................................... : ..........%
[name] ........................................................... : ..........%\*\*]

\*Delete the word(s) that do not apply
\*\*Read the notes on **page 14**. Delete the clauses you do not need.

Out of this account we will pay the following household bills[[2]](#footnote-2):

* water rates
* council tax
* gas
* electricity
* telephone
* television licence
* Satellite/cable television
* broadband
* buildings insurance
* contents insurance
* mortgage repayments
* endowment payments
* rent
* food and household necessities
* decoration of the home
* repairs to the home
* ground rent and service charge
* items of furniture and equipment for the home

OR

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

*[name]* ......................................................................................................................

will pay for .............................................................................................................

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

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

*[name]* ......................................................................................................................

will pay for .............................................................................................................

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

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

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

SAVINGS

[Choose the option below that describes your agreement and delete the others.]

We have a savings account/ISA with

........................................................................................................ Bank

Sort code: ....................... Account number: .............................................. The account is in *[name]*..................................................................’s name. [*[name]* .................................................. alone owns the contents of

the account.]

[We agree to hold any balance in equal shares.\*\*]

[We agree to hold any balance in the following shares:

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

*[name]* ........................................................... : ..........% \*\*]

We have another savings account/ISA with

........................................................................................................ Bank

Sort code: ....................... Account number: .............................................. The account is in *[name]*..................................................................’s name. [*[name]* .................................................. alone owns the contents of

the account.]

[We agree to hold any balance in equal shares.\*\*]

[We agree to hold any balance in the following shares:

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

*[name]* ........................................................... : ..........%\*\*]

\*\* delete the clauses you do not need.

# 12

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.12
* 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 contributed to the purchase\*
* 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.

# 13

CAR(S)

[Choose the option below that describes your agreement, or write out another arrangement.]

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

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 word(s) that do not apply.

# 14

CHILDREN

[Choose the option below that describes your agreement, or write out another arrangement.]

* While our child/ren\* are under the age of ....... , ............................... will not work / 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 child-care 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[[3]](#footnote-3)

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

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

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

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

* If we have [a] child[ren] it is our intention to share Parental Responsibility and so *[name of mother]* ............................................ will ensure that *[name of father]* ............................................ is

registered as each child’s father on the birth certificate.

Failing this we will make a Parental Responsibility Agreement.

\* Delete the word(s) that do not apply.

# 15

PENSIONS

We each will/have\* nominate/nominated\* 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.

# 16

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 try to sort things out using mediation or solicitor negotiation initially, rather than using the court.

# 17

TRANSITIONAL ARRANGEMENTS

 [Choose which of the possibilities below you want to use and delete the others. Or you may want to write out another arrangement.]

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

* 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.\*\*

(continued)

\* Delete the word(s) that do not apply.

\*\* Or insert the correct ratio.

* We will divide up any furniture and other items that we have bought together. We will try to achieve an equal\*\* 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 / as soon as possible after ……….. wks/mths.\*
* 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.\*\*
* 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 Royal Institution of Chartered Surveyors to appoint a valuer.

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

* [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.

# 18

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 our wages change significantly.
* either of us becomes unemployed.
* either of us (or a child) becomes seriously ill, or disabled.

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

\* Delete the word(s) that do not apply.

\*\*Or insert the correct ratio.

# 19 – Essential

SIGNED

by the said: [insert full name of first person and their signature]

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

in the presence of:

[here a witness should write his/her name, signature and address]

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

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

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

SIGNED

by the said: [insert full name of second person and their signature]

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

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 **page 9**]

**[name] ......................................’S FINANCIAL DETAILS**

**Income:**

|  |  |
| --- | --- |
| Salary before tax year: | £ |
| Take-home salary per month: | £ |
| Any other income: | £ |
|  | £ |
|  | £ |
|  | £ |
|  | £ |

**Capital:**

|  |  |
| --- | --- |
| Value of your share of house or flat: | £ |
| Savings: | £ |
| Shares: | £ |
| Value of car: | £ |
| Value of contents: | £ |
| Any other capital: | £ |
|  | £ |
|  | £ |
|  | £ |
|  | £ |

**Debts:**

|  |  |
| --- | --- |
| Amount owed on credit or store cards: | £ |
| Amount owed on any hire purchase agreements / instalments plans: | £ |
| Amount owed on any loans: | £ |
| Any other amount owed: | £ |
|  | £ |
|  | £ |
|  | £ |
|  | £ |

**[name] ......................................’S FINANCIAL DETAILS**

**Income:**

|  |  |
| --- | --- |
| Salary before tax year: | £ |
| Take-home salary per month: | £ |
| Any other income: | £ |
|  | £ |
|  | £ |
|  | £ |
|  | £ |

**Capital:**

|  |  |
| --- | --- |
| Value of your share of house or flat: | £ |
| Savings: | £ |
| Shares: | £ |
| Value of car: | £ |
| Value of contents: | £ |
| Any other capital: | £ |
|  | £ |
|  | £ |
|  | £ |
|  | £ |

**Debts:**

|  |  |
| --- | --- |
| Amount owed on credit or store cards: | £ |
| Amount owed on any hire purchase agreements / instalments plans: | £ |
| Amount owed on any loans: | £ |
| Any other amount owed: | £ |
|  | £ |
|  | £ |
|  | £ |
|  | £ |

# 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 below as well.

# Schedule C

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Price** | **Date bought** | **How we want to own it** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

# Schedule D

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

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. [↑](#footnote-ref-1)
2. Add or delete items to make the list complete [↑](#footnote-ref-2)
3. Here you will need to add any particular financial arrangements that you want to put in. [↑](#footnote-ref-3)