



COHABITATION AGREEMENTS

A Cohabitation Agreement is not just about separating. It is designed for parties to consider how they will live together. It may prompt both parties to discuss how living together will work in practice and what their expectations of each other are. An Agreement which sets out what would happen if the relationship was to break down is not an admission that the relationship will break down. On the contrary an Agreement may in fact strengthen a relationship by assisting both parties to feel more comfortable and secure about their future together.

It is however a sad fact of life that relationships do break down and therefore sensible forward planning in respect of finances and, if appropriate, future arrangements for any children may alleviate a great deal of upset and stress which usually accompanies a relationship breakdown. Please note however that even if the Cohabitation Agreement includes provisions for the children this will not preclude either party from making an application to the Court under the Children Act 1989 if they wish to do so. It is extremely important for both parties to be honest with each other about their respective financial positions before the Cohabitation Agreement is drawn up. Potentially, with a Cohabitation Agreement in place there could be a significant saving on future legal fees as, with advance

planning arguments, acrimony and subsequent legal proceedings may be avoided in the unfortunate event that the relationship does come to an end.

Even if you are already living together there will be advantages for a Cohabitation Agreement to be drawn up now to ensure peace of mind in the future.

It is therefore extremely important to be guided by an experienced Family Solicitor who will be able to advise you about the implications of a Cohabitation Agreement and how this will benefit you.

Can one Solicitor represent both parties?

It is not wise for one Solicitor to represent both parties and each party should be separately represented. This is because if the relationship does break down at a later stage and the parties are in dispute, despite the existence of the Cohabitation Agreement, then the fact that both parties were:

- (i) independently represented and;
- (ii) honest with each other at the outset of the Agreement about their respective finances;

means that the Court is more likely to uphold the Agreement provided that it still produces a fair result for both parties.

What sort of matters can be included in a Cohabitation Agreement?

The list is not exhaustive and generally speaking the parties can include whatever is appropriate in their particular circumstances. However examples are as follows:

- ||| Recording direct financial contributions the parties make to the purchase of the home
- ||| Dealing with contributions that parties make towards payment of the household bills, rent or mortgage, and food bills.
- ||| Considering how the contents will be divided if the relationship does break down

It is also important to note that Cohabitation Agreements can be reviewed as and when the parties' circumstances change. It would be wise then for the Agreement to be updated to reflect those changes.

This Guide contains summaries of complicated issues and should not be relied upon in relation to specific matters. You are advised to take legal advice on particular problems.

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