

Cohabitation Agreement UK

Law of Property Act 1925 | TOLATA 1996 | Law of Property (Miscellaneous Provisions) Act 1989

This Cohabitation Agreement ("Agreement") is made on _____ (the "Effective Date"), between:

_____, of _____, and
_____, of _____

(collectively referred to as "the Parties").

The Parties acknowledge that they:

- A. Are in a committed, unmarried relationship and intend to live together at _____ (the "Property").
- B. Wish to set out their financial and property arrangements during their cohabitation and in the event of separation.
- C. Intend this Agreement to be legally binding, subject to English law, including the Trusts of Land and Appointment of Trustees Act 1996 (TOLATA) and the Children Act 1989.

NOW, THEREFORE, the Parties agree as follows:

1. Cohabitation and Occupation of the Property

☐ The Parties shall reside together at _____, either as:

- Joint tenants, with equal rights to the Property.
- Tenants in common, with ownership shares of _____.
- One Party as sole owner, being _____, with the other Party having no legal claim to the Property.

☐ The responsibility for rent/mortgage payments is as follows:

- Party 1's contribution: _____
- Party 2's contribution: _____

☐ If one Party contributes financially towards mortgage payments but is not a legal owner, their contribution will:

- Be considered a gift and not entitle them to ownership.
- Give them a beneficial interest under the Trusts of Land and Appointment of Trustees Act 1996 (TOLATA).

2. Financial Contributions and Household Expenses

☐ The Parties agree to contribute towards household expenses in the following proportions:

- Utilities (electricity, water, gas, internet, etc.): _____ / _____
- Council Tax: _____ / _____
- Groceries and general household costs: _____ / _____

☐ The Parties agree NOT to share debts, and each shall remain solely responsible for their own personal debts.

☐ If one Party pays for a significant purchase (e.g., a vehicle, renovations), this contribution will:

- Be a gift and not recoverable.
- Be a loan repayable upon separation.

3. Ownership of Assets

- ☐ Each Party retains sole ownership of assets acquired before cohabitation unless agreed otherwise.
- ☐ Assets acquired jointly during cohabitation shall be owned in:
 - Equal shares, regardless of who paid for them.
 - Proportionate shares, based on financial contributions.
- ☐ If the relationship ends, jointly owned assets shall be distributed as follows: _____

4. Bank Accounts and Financial Arrangements

- ☐ The Parties shall maintain separate bank accounts unless agreed otherwise.
- ☐ The Parties have a joint bank account and agree that:
 - Each Party shall contribute £_____ per _____
 - If the relationship ends, the balance shall be divided equally or proportionally to contributions.

5. Termination and Separation

- ☐ In the event of separation, the Parties agree that:
 - The Party remaining in the Property shall be _____ and the other Party shall vacate within _____.
 - Financial support shall be provided by _____ to _____ in the amount of £_____ per _____ for _____.
- ☐ If there is a dispute regarding property ownership, the matter shall be resolved through mediation or, if necessary, legal proceedings under TOLATA 1996.

6. Custody and Support of Children (If Applicable)

If the Parties have a child born or adopted during their cohabitation, they agree to:

- ☐ Make joint decisions regarding custody, visitation, and support in accordance with the Children Act 1989.
- ☐ Ensure financial support, with _____ contributing £_____ per _____ subject to review by the Child Maintenance Service (CMS) if necessary.
- ☐ If disputes arise regarding child arrangements, the Parties shall attempt mediation before applying for a Child Arrangements Order.

7. Wills and Inheritance

- ☐ Each Party shall make a Will to reflect their intentions regarding inheritance.
- ☐ If no Will is made, inheritance shall follow English intestacy rules, which do not provide automatic rights for unmarried partners.
- ☐ Any jointly owned assets shall pass to _____ upon the death of the other Party.

8. Governing Law and Dispute Resolution

- ☐ This Agreement shall be governed by and construed in accordance with the laws of England and Wales.
- ☐ The Parties agree to resolve any disputes through:
- Mediation first, before seeking legal action.
 - Court proceedings under TOLATA 1996, if no resolution is reached.

9. Amendments

- ☐ This Agreement may only be modified by a written agreement signed by both Parties.
- ☐ Any such modification must be made in accordance with English contract law.

10. Signatures

IN WITNESS WHEREOF, the Parties have executed this Cohabitation Agreement as of the Effective Date first above written.

Signed as a deed by Party 1 in the presence of:

Name: _____

Signature: _____ Date: _____

Signed as a deed by Party 2 in the presence of:

Name: _____

Signature: _____ Date: _____

Witness for Party 1:

Name: _____

Address: _____

Signature: _____ Date: _____

Witness for Party 2:

Name: _____

Address: _____

Signature: _____ Date: _____