

Prenuptial Agreement UK

Radmacher v Granatino [2010] UKSC 42 | Matrimonial Causes Act 1973, s.25 | Law of Property (Miscellaneous Provisions) Act 1989

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

This Agreement is made on:

Date: _____

BETWEEN:

(1) Full legal name: _____

Address: _____

Date of birth: _____ ("Party A")

and

(2) Full legal name: _____

Address: _____

Date of birth: _____ ("Party B")

RECITALS

A. Party A and Party B intend to marry on _____ [Date of wedding]. This Agreement shall come into force upon the solemnisation of that marriage.

B. Both parties wish to enter into this Agreement to determine the financial consequences of their marriage and of 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 from a solicitor of their own choosing.

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 _____. 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: _____

Party B: _____

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:

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 the 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 from a solicitor of their own choosing 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.

EXECUTION AS A DEED

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

Signature of Party A: _____ Date: _____

Full name of Party A: _____

Witnessed by (Party A's witness):

Signature of Witness: _____ Date: _____

Full name of Witness: _____

Address of Witness: _____

Occupation: _____

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

Signature of Party B: _____ Date: _____

Full name of Party B: _____

Witnessed by (Party B's witness):

Signature of Witness: _____ Date: _____

Full name of Witness: _____

Address of Witness: _____

Occupation: _____

SCHEDULE 1: Party A's Financial Disclosure

Attach or list all assets, income, and liabilities of Party A:

SCHEDULE 2: Party B's Financial Disclosure

Attach or list all assets, income, and liabilities of Party B:
