



## **PRE-MARITAL AGREEMENTS HANDOUT**

In order for a Pre-Marital Agreement to have any standing in a subsequent Divorce it is important that the following guidelines are adhered to: -

1. Each party should have independent legal advice.
2. Full financial disclosure should take place – this means that each Solicitor should be given the complete picture in respect of your assets, income and debts and this information shall subsequently be exchanged between Solicitors.
3. Pre Nuptial Agreements should preferably be completed three months before the Wedding. The sooner the better, but if there is a whirlwind courtship or the matter is overlooked, it is best to complete a late Pre Nuptial Agreement than none at all.
4. No undue influence should be exerted. If one party is pressured into signing then this is a relevant factor which will be taken into account later if the Marriage fails.

The Pre Nuptial Agreement is designed to include an analysis of all the parties assets and income and how they are owned and how future ownership is intended. For example: -

1. How the property will be divided.
2. How Bank accounts will be divided.
3. How shares and other assets of value will be divided.
4. Which assets are owned jointly, which are owned solely and by whom and how these assets will be dealt with following the relationship breakdown.
5. Maintenance – whether one party will pay maintenance to the other and if so, for how much and for how long.

If you have any queries regarding Pre-Marital Agreements and wish to discuss the matter further, please contact us on **01606 48777**.