

# The Facts: Nuptial Agreements

## What is a nuptial agreement?

A nuptial agreement is a contract signed before (pre-nuptial) or after (post-nuptial) a marriage or civil partnership. This agreement documents what should happen to the couple's assets if the relationship breaks down. This is particularly important if there is a significant imbalance of assets between the parties.

For more information please contact:



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## Drafting a nuptial agreement

- You and your partner must seek and obtain independent legal advice
- Your solicitors must sign the agreement to confirm that this requirement has been met
- Your nuptial agreement must be signed at least 21 days prior to your marriage to prevent any subsequent argument that either you or your partner was under pressure to sign, given the proximity of the marriage ceremony
- You must give full disclosure of your assets and other financial circumstances

## When should nuptial agreements be reviewed?

Family circumstances are likely to change so a nuptial agreement must be regularly reviewed to ensure that it still reflects the wishes of both parties. The Government suggests that nuptial agreements should be reviewed every five years and on the occasion of a major event such as the birth of a child.

## People we have advised

- A young London professional couple with a significant imbalance of assets and parental contributions. After negotiations and some initial resistance, advice resulted in the protection of the key asset for the first years of the marriage with safeguards for both sides.
- A couple, both widowed and with adult children, where one party had assets in excess of £5m and the other less than £1m, and a significant income disparity. Agreement included provision for the financially weaker party but also secured protection of the other's asset and income base to the satisfaction of both parties and families.
- The son of a man about to remarry. Advice on the implications for the client and his siblings in respect of their anticipated inheritance, enabling the client to have an informed discussion with his father and other family members about financial and inheritance planning.
- A young business entrepreneur in his early 40's who had built up a company of significant value. Made reasonable provision for younger wife with few assets and a modest income.

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