

**IN THE MATTER OF THE CIVIL PARTNERSHIP AND CERTAIN RIGHTS  
AND OBLIGATIONS OF COHABITANTS ACT 2010 (THE ACT)**

**THIS AGREEMENT** made the                      day of                      20

**BETWEEN**

Of

(hereinafter called “Cohabitant “A”) and

Of

(hereinafter called “Cohabitant “B”) and collectively known as “the Parties”

**Recitals**

**1. WHEREAS**

- a) The parties have agreed as and from the                      day of  
to live together in a domestic arrangement and intend to continue living  
together in this arrangement  
**Or** The Parties have been living together in a domestic relationship since  
the                      day of
- b) The Parties intend that this Deed shall create legally binding arrangements  
as to financial and other matters during the course of their cohabitation and  
in the event of the termination of the cohabitation. It is intended that this  
Deed shall be legally binding upon the parties and their respective heirs,  
executors and administrators and personal representatives.

*OR*

- c) (ii) The purpose of this Deed is to opt out of the provisions of the Act  
under Section 202
- d) The Parties desire to define their respective proprietary rights and  
liabilities and their personal finances arising from their domestic  
arrangement.

**Legal Advice**

- e) The Parties each acknowledge that they enter into this agreement  
voluntarily, without any duress or undue influence, and that each have  
received independent legal advice prior to the execution of this  
Agreement.

*OR*

Have received legal advice together and have waived in writing the right to  
independent legal advice subject to the provisions of Section 202 of the  
Act.

### Sole Property

- f) The parties have each acquired property independently of and without any contribution from the other and this property is set out in Schedules 1 and 2 respectively of this Agreement.

### Joint Property

- g) The parties have jointly acquired the property set out in Schedule 3 (hereinafter called “the Property”) for the purpose of providing a joint residence as a home for themselves and it is hereby intended by them that this Property will continue to be held by them jointly as tenants in common/joint tenants in the proportions and subject to the encumbrances set out in Schedule 3

### Financial Disclosure

- h) The Parties have afforded to each other full disclosure of their means and their respective real and personal property and any other relevant circumstances which assets and means are set out in summary form at Schedules 4 and 5 to this Agreement.

### Duty of Good Faith

- i) This Agreement creates a fiduciary relationship between the parties in which each party agrees to act with the utmost of good faith and fair dealing toward the other in the management of their joint property and in all other aspects of this Agreement.

**NOW THIS AGREEMENT WITNESSES** as follows:

1. Marital Status

The joint cohabitation of the Parties shall in no way render the parties married, by operation of common law or any other operation of law.

2. Consideration

The consideration for this Agreement consists solely of the mutual promises herein contained and the mutual promises of each party to cohabit with the other. This Agreement fully contemplates and compensates any and all services provided by either party for the benefit of the other during the course of their cohabitation. The furnishing of sexual services shall in no way be construed as consideration for this Agreement.

3. Disclosure of Current Financial Status

The Parties have fully and completely, to the best of their respective knowledge, disclosed to the other party his/her current financial position including all assets and liabilities. Each Party has attached a statement of means to this Agreement indicating his/her current assets and liabilities with the understanding that this balance sheet reflects his/her current financial status to the best of his/her ability.

4. Opt Out Clause

The Parties agree that neither of them shall apply for an Order for Redress referred to in Section 173 of The Act or for an order for Provision from the Estate from his or her cohabitant under Section 194 of the said Act.

5. Separate Property

The Parties shall keep the following as separate property and the said property shall not be the subject to division on the termination of this Agreement.

- The property set out in Schedules 1 and 2 of this Agreement;
- Individual earnings, salary or wages acquired before or after the execution of this Agreement;
- Individual gifts, bequests, winnings, devises or inheritances acquired before or after the execution of this Agreement;
- All property, real or personal, owned by a party at the date of execution of this Agreement or acquired by him or her after the date of the execution of this Agreement;
- All income or proceeds derived from the properties set out in Schedules 1 and 2;

6. Joint Residence

The Parties agree that they will live together in the property at (*address*) and furthermore that each of them will contribute

- (i) Equally  
Or in the alternative
- (ii) In the following proportions to all expenses and outgoings of the property

7. Joint Property

All other property acquired by the parties either prior to the cohabitation of the Parties or after the operative date of this Agreement and before the termination of this Agreement, procured jointly with joint resources and funds shall be considered joint property of the parties and shall be deemed to be held equally by the Parties.



## 11. Children

### i) Child Maintenance

Nothing in this Agreement shall preclude a dependent cohabitant from seeking maintenance in respect of dependent children and this Agreement shall not be held to exclude the jurisdiction of the Courts in relation to ongoing maintenance, custody or access orders.

Nothing contained in this Agreement shall affect the liability and responsibility of the Parties and each of them in respect of any child born to them, or in respect of any child to whom either is an automatic guardian, or has been appointed a guardian, pursuant to the provisions of the Guardianship of Infants Act, 1964 (as amended), or adopted by both of them, or adopted by either of them (the other being in *loco parentis* to the said child)

### ii) Guardianship and Parenting

In the event that a child is born to the Parties in the course of the cohabitation period, and the provisions of Section 6B of the Guardianship of Infants Act, 1964 (as amended) apply, then it is jointly agreed that ( ) is declared an automatic joint guardian of the child.

In the event that a child is born to the Parties in the course of the cohabitation period, and the provisions of Section 6B of the Guardianship of Infants Act, 1964 (as amended) to not apply, then it is jointly agreed that AB and CD shall be the joint legal guardians of the child and shall jointly parent the child and the parties shall sign all forms necessary to ensure that ( ) is appointed by Court Order on consent as a joint guardian of the child.

## 12. Debts

- (i) Prior or post cohabitation the Parties agree that neither of them shall be answerable for the debts and liabilities of the other howsoever incurred and each of them shall be answerable for his or her own debt contracted before or after the intended cohabitation and that they shall hereby indemnify and will henceforth keep indemnified the other against all such debts and liabilities and against all claims and demands howsoever arising therefrom.
- (ii) During cohabitation all debts and liabilities contracted the Parties jointly and for their mutual benefit shall remain the liability of both Parties jointly and severally.

## 13. Succession/Inheritance

The Parties agree and acknowledge that

- a) They waive any right to a share in each other's estate and they acknowledge that each of them shall be at full liberty to dispose of his or her property and the affects whether by Will, Codicil or other testamentary disposition as he or she may think fit

*OR*

- b) The Parties agree and acknowledge that they shall respectively execute a Will devising to the other a one-third share in their estate

*OR*

- c) Neither party shall apply for an Order for provision out of the estate of his or her cohabitant under Section 194 of the Act
- d) Any such waiver shall not preclude an application by a surviving cohabitant for temporary maintenance based on the period of cohabitation of the Parties

#### 14. Termination of the Relationship

The Parties agree that in the event of the terminating of their relationship:

- a) All property in the separate absolute beneficial ownership of either Party whether pursuant to this Agreement or otherwise shall remain in the respective absolute beneficial ownership of that party free from any claim of the other and without any restriction or interference of the other.
- b) All jointly owned property shall be divided among the Parties according to their pro rata share as set out in Clause 6 and 7 above.

- c) Pension

Any pension that either Party has shall remain the property of that Party in the event of a severance of the relationship. This shall not preclude a dependent cohabitant for seeking all appropriate benefits under the pension of a deceased cohabitant in respect of maintenance for him/herself and all dependent children

- d) Any difference or dispute under this Agreement shall be referred in the first instance to an independent Mediator nominated by agreement of the parties or in default of such Agreement by the President of the law Society. Each Party shall have the right to seek such a nomination by the President of the Law Society and all fees and expenses incurred shall be paid equally by both Parties, or any other financial arrangement as may be agreed between the Parties.

#### 15. Gifts

Nothing in this Agreement shall be construed as preventing or precluding any party from voluntarily making lifetime gifts to the other or from voluntarily making provision for the other by Will, Codicil, trust or otherwise and such voluntary provision shall not be construed as varying the terms and effects of this Agreement nor as evidence that there is or was any Agreement between the Parties other than what is specifically contained in and provided for by this Deed.

16. Termination of the Deed

This Deed shall cease to have effect on the following event whichever shall first occur:

1. The marriage of the Parties
2. The execution of a Deed of Variation or termination being executed to that effect

17. Applicable Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Ireland

18. Severability of Clauses

The invalidity and enforceability of any provision in this Agreement shall not affect the validity nor the enforceability of any other provision and any invalid or unenforceable provision will be severable from the other terms in this Agreement..

**SIGNED** by Cohabitant A  
In the presence of:

**SIGNED** by Cohabitant B  
In the presence of:

**SCHEDULE 1**

Cohabitant A's prior and separate property

**SCHEDULE 2**

Cohabitant B's prior and separate property

**SCHEDULE 3**

Joint property acquired by the Parties

**SCHEDULE 4**

Disclosure of Cohabitant A's assets and means

**SCHEDULE 5**

Disclosure of Cohabitant B's assets and means



