

Date

2020

BINDING FINANCIAL AGREEMENT

**A FINANCIAL AGREEMENT UNDER PART VIIIAB SECTION 90UB OF THE
FAMILY LAW ACT 1975**

BETWEEN

AND

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- (ii) Property acquired before co-habitation or after separation;
- (iii) [REDACTED];
- (iv) Property acquired in exchange for any separate property or an increase in the value of any separate property;
- (v) Any damages payments or potential damages payments;
[REDACTED]
- (vii) The increase in value of all separate property for whatsoever reason.

2. Joint property

- (a) As at the date of this agreement the joint property of the parties is as [REDACTED]
- (b) Joint property is all property which is not defined as separate property as per paragraph 1 in this agreement.

3. During the de facto relationship

- (a) In the course of the de facto relationship the parties shall contribute to [REDACTED].
- (b) Any property acquired or borrowings undertaken by the parties shall be [REDACTED]
- (c) Before executing this agreement, each party has had regard to the [REDACTED]:
 - (i) Children;
 - (ii) Illness or injury;
 - (iii) Unemployment;
 - (iv) Death;
 - (v) Increases or decreases in the values attributed to the assets referred to in either or both of the annexure to this agreement;
 - (vi) Separation;
 - (vii) Divorce;
 - (viii) Reconciliation; and
 - (ix) Bankruptcy.

4. Separation

Separation is taken to have occurred when the parties have been living separately for no less than 3 months and one party notifies the other in writing

[REDACTED]

5. Division of property in the event of breakdown of the de facto relationship

It is [REDACTED]:

(a) Each party will remain individually entitled to their separate property and to their interest in joint property to the exclusion of the other and

[REDACTED]

(b) Joint property will be divided between them in accordance with their entitlements as evidenced in writing or title documentation and in the event of failure to agree as to who is to have possession of any of the real property both parties shall take all necessary steps and execute all necessary documents to cause any such real property to be sold by private treaty at the earliest possible date at a price to be agreed on

[REDACTED]

(i) Payment of agent's commission and advertising expenses and legal expenses of the sale;

(ii) Payment of any money due and owing to the mortgagee;

(iii) The net balance to be divided between the parties as follows:

(1) % to the ; and

(2) % to the .

(c) That in the event that the real property fails to be sold by private treaty within a period of 3 months of this agreement, then each party take all necessary steps and execute all necessary documents to cause the

[REDACTED]

(i) Payment of agent's commission and advertising expenses and legal expenses of the sale;

(ii) Payment of any money due and owing to the mortgagee;

(iii) The net balance to be divided between the parties as follows:

(3) % to the ; and

(4) % to the .

- (d) That until the sale of the property the parties continue to pay as they [REDACTED];
- (e) At any time by agreement either party may acquire the interest of the other party at a price to be agreed;
- (f) Joint personal property will be divided between them in accordance with their entitlements as evidenced in writing or title documentation and in the event of failure to agree as to who is to have possession of [REDACTED]
- (g) In relation to furniture which is jointly owned but agreement cannot be reached as to which pieces are to be retained by which party then the [REDACTED]

6. Independent legal advice

That the parties each state and warrant to the other party that as recorded in [REDACTED]

- (a) The effect of the agreement on the rights of that party; and
- (b) The advantages and disadvantages, at the time that the advice was provided, to the party of making the agreement.

7. Taxes

[REDACTED]

8. Claims for provision out of the estate of a deceased party

This clause is severable from the rest of this agreement:

- (a) Subject to the approval of the Supreme Court of [REDACTED] pursuant to the [REDACTED]
- (b) [REDACTED] and [REDACTED] each gives that release in consideration of the other terms of this agreement;
- (c) [REDACTED] and [REDACTED] acknowledge that it is to his and her advantage in the light of the terms of this agreement to grant the release;
- (d) [REDACTED] and [REDACTED] acknowledge the terms of this agreement and that [REDACTED]

- (e) and accept that for the purposes of the Act the provisions of this agreement including this release are fair and reasonable; and
- (f) At any time after the execution of this agreement or or their legal representative may request the other party or their legal

[REDACTED]

9. Notices

A communication required by this agreement, by a party to another, must be in writing and may be given to them by being:

- (a) Delivered personally; or
 - (b) Posted to their address specified in this agreement, or as later notified
- [REDACTED]
- (c) Faxed to the facsimile number of the party with acknowledgment of receipt received electronically by the sender, when it will be treated as received on the day of sending; or

[REDACTED]

10. Governing law and jurisdiction

This agreement is governed by the laws of the Commonwealth of Australia. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of the Commonwealth of Australia.

11. Further assurance

Each party will from time to time do all things, including executing all documents, necessary or desirable to give full effect to this agreement.

Execution page

EXECUTED AS AN AGREEMENT

SIGNED BY	in the presence of:)
)
..... Signature of witness	 Signature
..... Print name of witness		

SIGNED BY	in the presence of:)
)
..... Signature of witness	 Signature
..... Print name of witness		

ANNEXURE A

Separate property of

Assets of	Agreed estimated value
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
Total assets:	
Liabilities of	Agreed estimated value
1.	
2.	
3.	
4.	
5.	
6.	
Total liabilities:	
Total net assets of	

ANNEXURE B

Separate property of

Assets of	Agreed estimated value
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
Total assets:	
Liabilities of	Agreed estimated value
1.	
2.	
3.	
4.	
5.	
6.	
Total liabilities:	
Total net assets of	

ANNEXURE C

Joint property

Joint assets	Agreed estimated value
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
Total assets:	
Joint liabilities	Agreed estimated value
1.	
2.	
3.	
4.	
5.	
6.	
Total liabilities:	
Total net joint assets:	

Statement under section 90UJ(1) of the Family Law Act 1975

I _____ solicitor of _____, _____, and being independently instructed by _____ certify the following:

1. This statement is an annexure to the section 90UB financial agreement entered into between _____ and _____.
2. I provided my client with independent legal advice prior to entering into this agreement as to the following matters:
 - (a) The effect of this agreement on their rights; and
 - (b) The advantages and disadvantages, at the time that the advice was provided, to my client of making this agreement.

Dated:

Solicitor

Statement under section 90UJ(1) of the Family Law Act 1975

I _____ solicitor of _____, _____, and being independently instructed by _____ certify the following:

1. This statement is an annexure to the section 90UB financial agreement entered into between _____ and _____.

2. I provided my client with independent legal advice prior to entering into this agreement as to the following matters:
 - (a) The effect of this agreement on their rights; and
 - (b) The advantages and disadvantages, at the time that the advice was provided, to my client of making this agreement.

Dated:

Solicitor

Separation declaration pursuant to section 90UF Family Law Act 1975

I acknowledge and declare that:

1. and I lived in a de facto relationship from to ;
2. and I have separated and are living separately and apart at the time of signing this declaration; and
3. In my opinion, there is no reasonable likelihood of cohabitation being resumed.

DATED this day of

Signed