

# Living Together Agreements

These agreements are for couples, same sex or not, who are not able to use the provisions of family law to determine what happens on break up of the relationship. This makes each of the couple vulnerable. The courts have power to adjust or change property ownership on divorce or death in the case of married couples. With non-marital relationships they can only, crudely, determine who owns what. It may be difficult to prove or enforce an earlier verbal agreement or intention against a spurned ex or his bitter grieving family!

The aim of a living together agreement is to deal with that, enable the couple to record their intentions and to provide a means of ascertaining the effects of contribution in cash or in kind to household and joint possessions.

This should minimise possible areas of dispute and hopefully resolve matters, but in case of intransigence at least the court will have something to fall back on.

Matters to be included in a living together agreement are for the couple themselves. It is important that they are fully advised and that the adviser knows their individual circumstances fully.

Living together agreements may need to be used in conjunction with a Trust Deed in respect of Real Property as well as with a will in all circumstances. Don't forget the will.

The agreement will need to deal with questions about the home. Is it rented or owned. Who is the tenant or owner. Who pays what and in what proportions and thus who at the end of the day is going to be responsible for or receive the benefit of rent, mortgage payments, debts, improvements, non monetary improvements (toil, sweat and tears), major repairs and the proceeds of life policies such as endowments.

The agreement will also provide for outgoings, gas , electric, phone, rates and for ownership of personal items including those bought on HP. It should also deal with banking, loans and credit cards and other capital assets including credit balances at the bank and other investments, even winnings on the lottery ticket.

It should also make pension nominations and cover items such as provision for children, maintenance etc. Many gay couples now have children, either from previous relationships or insemination or possibly adoption.

Finally there should be provisions for resolving disputes before going to court and for bringing the agreement to an end and for variation.

Any good advocate should be able to draw up such an agreement. There are one or two books they might want to consult to help you. I recommend the best, "Living Together Precedents" by Bowler, Jackson and Loughridge.