

What should I consider before buying a property jointly with my partner?

As far as the law is concerned unmarried partners are entirely separate individuals with no legal rights or obligations towards each other. If you intend to purchase a property with your partner but it is to be in their name only, we would advise that if it is intended for you to have a financial interest in the property, the extent of that interest be specified in a document known as a 'Declaration of Trust'. A 'Declaration of Trust' is usually a short document that can easily be prepared at the same time as your property purchase. Even if you purchase a property in joint names with your partner, unless you intend to have identical interests in the property i.e. when you sell it you each receive half of the sale proceeds no matter who contributed what, your respective interests should be specified in a 'Declaration of Trust' to avoid any conflict over your entitlement to the proceeds of sale of the property if the relationship breaks down.

If I separate from my partner do I automatically receive half of our property?

No. You do not obtain automatic rights to property and assets by living with your partner in the same way as you would if you were married, no matter how long your relationship or how many children you have. If you live with your partner in a property owned by your partner in their sole name, to be entitled to obtain any of the money in the property you would have to prove that you made a financial contribution towards the purchase or prove that there was a common intention, such as an agreement, that you have an interest in the property and you have relied on that to your detriment. The mere fact that you share the household running costs is insufficient. However if you enter into a 'Declaration of Trust' when the property is purchased, or when you begin to live together, you establish from the start to what share of the property you are each entitled.

Do I need a Co-habitation Agreement?

A Co-habitation Agreement regulates how your finances are to be organised and specifies what is to happen in the event of your relationship ending. For example, a Co-habitation Agreement can specify who pays the living expenses and if jointly in what proportions. It can also include the arrangements for paying those outgoings, such as having a joint bank account. If any credit agreement is entered into by one party alone, the Co-habitation Agreement can specify whether it is deemed to be a joint debt. It can state whether you require each other to take out life assurance for the other party's benefit, and how any repairs or improvements to the property are to be financed. In addition, if the relationship breaks down it is useful to have agreed in advance what is to happen to anything that has been bought jointly during the co-habitation, for example, furniture, gifts and any motor vehicles.

Am I entitled to maintenance from my former partner?

There is no such thing as a 'Common Law Spouse'. If your relationship breaks down you cannot claim maintenance for yourself from your ex partner although they will have financial responsibilities towards any children from the relationship.

What is the position regarding our children?

If you are not married to your partner it depends on when the child or children was born and if the

father's name was given at the time of registration of the birth, as to whether the child's father has an automatic say regarding the upbringing of the child, otherwise known as Parental Responsibility. Parental Responsibility can be acquired by other methods, even if it is not automatically acquired. If you are interested in knowing about parental responsibility in your particular case, please ask for further details. The parent with whom a child lives after separation is entitled to claim child maintenance from the other parent, regardless of Parental Responsibility. It is also possible to make a claim for a capital payment such as a cash lump sum or property if the other parent has spare resources, but any property obtained will pass back to the other parent when the child reaches adulthood.

What happens if my partner dies?

The law of intestacy does not make any provision for unmarried partners which means that if your partner dies without leaving some or all of their assets to you in a Will there is a real possibility that you will not be entitled to anything from their estate. Therefore an unmarried couple should seriously consider making Wills.



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