

COHABITATION AGREEMENT QUESTIONNAIRE

Section 1: Contact Details

1.1 Your Details

Name.....

Address:

Home Tel:

Mobile Tel:

E-Mail:

Fax Number:

Occupation:

Date of Birth:

Marital Status: Single/Married/Divorced/Widowed (Please delete as appropriate)

1.2 Partner's Details

Name.....

Address:

Home Tel:

Mobile Tel:

E-Mail:

Fax Number:

Occupation:

Date of Birth:

Marital Status: Single/Married/Divorced/Widowed (Please delete as appropriate)

Section 2: Children

Full Names and Dates of Birth of any Children from your current relationship:

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Full Names and Dates of Birth of any Children from a previous relationship:

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Section 3: Financial Details

Please provide full details of your assets and those of your partner, as far as they are known.

ASSET	OWNERSHIP (YOURS/PARTNER'S/JOINT)	VALUE/CURRENT BALANCE
Property 1		
Property 2 (if applicable)		
Bank accounts		
Investments		
Insurance policies		
Pensions (CETV or fund values)		
Personal belongings/Contents of value		

Liabilities (including any mortgages)		
Monthly net income		

Section 4: Property

4.1 Do you and/or your partner own a property or intend to purchase a property?

YES/NO (Please delete as appropriate):

If YES, please confirm address.....

4.2 Do one of you own the home exclusively or is this your intention?

YES/NO (If NO, please go to question 4.3)

a) Is the intention that one will retain ownership of the property and be able exclude the other on giving reasonable notice?

YES/NO (please delete as appropriate)

b) If so, what is the period of notice?.....

4.3 Do you own the property jointly or is this your intention?

YES/NO (please delete as appropriate)

a) Do you own or intend to own the property as joint tenants or tenants in common? (See guidance notes attached)

TENANTS IN COMMON/JOINT TENANTS (please delete as appropriate)

4.4 If you own or intend to own the property as Tenants in Common:-

a) do you intend to hold your beneficial interests in property in equal shares?

YES/NO (please delete as appropriate)

If NO, please confirm how you intend to hold the beneficial interests and whether you have already entered into a Trust Deed

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b) Do you want the following to affect your shares:-

Lump sum payment towards the mortgage	YES/NO
Improvements	YES/NO
Major repairs	YES/NO

4.5 Please confirm the following information in respect of the purchase of the property:

a) Purchase price

b) Deposit

Level of Deposit.....

How Deposit was/will be funded.....

c) Mortgage

Level of Mortgage.....

Interest only or Repayment.....

Level of monthly Mortgage payments.....

4.6 Is there a mortgage-linked endowment policy?

YES/NO (please delete as appropriate)

If YES, please provide details

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4.7 Please give details of the conveyancing solicitors

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Section 5: Funding of Bills etc

5.1 Do you and your partner have or intend to set up a joint bank account?

YES/NO (please delete as appropriate)

If YES, how much do you and your partner intend to pay into this joint bank account each month and what expenses will this account be used to cover?

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5.2 Please indicate how you will fund the following expenses

	Equally	Your share %	Your partner's % share	By one party
Mortgage/Rent				
Bills (Utility, Council tax, insurance etc)				
Household items (White goods, furniture etc)				
Repairs/Renovations				

5.3 Is there a life policy supporting the mortgage and if so, who will be responsible for the premiums and should the proceeds be applied in the event of the death of either party?

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Section 6: Arrangements in the event of Separation or Death of one party

6.1. You and your partner should each make a Will if you haven't already dealing with the following:-

a) What rights your partner would have to occupy the property and over what period of time?

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- b) What capital you would give your partner from your estate?
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- c) What would be done about the contents of the property?
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- d) Would your partner act as your executor/personal representative?
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- e) Whether you will provide for your partner to receive monies from any life policy or death in service benefit?
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Please provide details above of any Wills already made or indicate your intentions in respect of the above matters.

6.2 In the event of separation:-

- a) Should there be an initial period during which neither of you can call for the sale of the property?

YES/NO (please delete as appropriate)

If YES, for how long should it be?.....
(Please note that 3 months is about the shortest and 18 months is about the longest that is generally acceptable)

- b) If one party moves out pending a sale of the property, how will this impact upon the funding of the rent/mortgage and general household outgoings

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Section 7: Other matters

If there are any other matters you would like your Agreement to cover, please detail this below:-

Examples may include provision in respect of cars or other valuable items, credit cards or loans.

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Guidance notes on Joint Ownership of Property

Joint Tenants

If you own your property as a beneficial joint tenant, this means that it belongs to you and the other owner(s) jointly and equally. You can't re-mortgage or sell the property without the agreement of all the other owner(s). However if there is a dispute, an owner can apply for a court order.

As a beneficial joint tenant, you don't own specific shares in the property and you can't give away a share of the property in a will. If you die, your interest in the property passes automatically to the other owner(s).

Tenants in common

If you own your property as tenants in common, this means that it belongs to you and the other owner(s) jointly, but that you all also own a specific share of its value. It is up to you to decide how much each share will be.

You can give away, sell or mortgage your share. If you die, your share of the property does not pass automatically to the other owner(s). You can leave your share to whomever you like in your will.