

# Civil partnership

## Separation and termination

A civil partnership can be dissolved twelve months after it is registered. The grounds for dissolution of the partnership are the same as the grounds for divorce, that is irretrievable breakdown of the relationship. However, the breakdown has to be proved in one of four ways:

1. Allegation of unreasonable behaviour including infidelity
2. Two years separation with the consent of the other party
3. Five years separation, in which case no consent is required
4. Desertion. This requires a period of two years from the date of separation to have elapsed.

On proof of one of the above a condition order is made by the Court then six weeks afterwards application may be made for a final order dissolving the civil partnership.

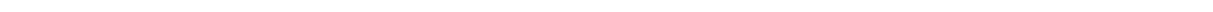
For further information on the dissolution of the partnership see fact sheet "Dissolution procedure".

Upon dissolution there will be financial implications which will vary depending on the length of the partnership (and this period may also include periods of cohabitation prior to the registration of the partnership) the law following dissolution will be the same as upon divorce with the possibility of property settlements, division of capital assets, lump sum payments, financial provision for one party to the relationship and pension sharing. For further information see the fact sheet "Financial Issues".

## Children

Parties to a civil partnership will become step-parents to the children of their partner. Step-parents will be able to obtain parental responsibility for children of their partners by way of an agreement reached with the parents of the child. This agreement will be a written parental responsibility agreement which can be registered. In the event that an agreement cannot be reached voluntarily by consent it is possible to apply to the court to make a parental responsibility order in respect of a child of the relationship.

Parental responsibility is basically giving the rights and responsibility and liabilities in respect of a child as a natural parent automatically has in respect of the child. It includes the rights to be involved in decisions about the child's future. It endorses the importance of the relationship between a child and the step-parent. In the event of a breakdown in the relationship between the civil partners, the partner who is not the natural parent will be entitled to apply to the court for a contact order or residence order in respect of the child. Although it is possible for a party who is not in a registered partnership to apply to the court in those circumstances the court will have to grant permission before an application for contact and/or residence order can proceed. See our fact sheet on Children's Issues





## Financial provision for children

Currently any person who is caring full time for a child can apply to the Child Support Agency for maintenance from either of the child's natural parents, even if the child was conceived by artificial insemination and that was an un-licensed procedure.

Following the breakdown of a partnership child maintenance through the CSA can be sought from a natural parent of the child by the fulltime carer. In the event of financial provision being sought against a party who is not the natural parent this cannot be done through the CSA. An application can be made to the Court for financial provision following the breakdown of the relationship. The first consideration of the court will be the welfare and needs of the child. For further information please see the fact sheets on "Children's Issues" and "Financial Issues".

## Pre-partnership agreements

In order to offer some protection and some certainty in the event of the breakdown of a civil partnership consideration should be given and legal advice sought upon entering into a pre-partnership agreement. The agreement will set out the intentions of the parties concerning the division of the party assets and property in the event of a dissolution of the partnership. There is no guarantee that the agreement would be enforceable by the court upon dissolution of the partnership. There is an increasing willingness on the part of the courts to give consideration to prenuptial agreements which are now considered to be persuasive by the court as it does record the intentions of the parties. A Pre-partnership Agreement is advisable where couples have significant assets and property.

## Cohabitation agreement

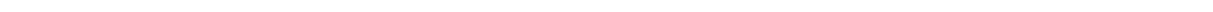
Same sex couples who do not wish to enter into a civil partnership should consider entering into a Cohabitation Agreement to define the financial position of both parties and to prevent disagreement occurring in the event of a separation. The financial aspects can be recorded and clearly defined to the rights and responsibilities and liabilities of each of the parties to the agreement.

Provided the Cohabitation Agreement produces a fair result to both of you, that you have both been honest about each other's finances at the time the Agreement was entered into the court is more likely to uphold the Agreement if both of you also had legal advice about what you were doing at the time. It is advisable that you both have advice from a solicitor who will prepare the Agreement for you. If this is done then the deed should be treated as a legally binding document in the same way as a contract between two independent parties.

If any further information is required please telephone in confidence and speak to a member of our family team, Catherine Longshaw, Barbara White or Jim Jones on our helpline 01782 338848 or arrange an appointment.

## get in touch

To find out more about what we can do for you contact:





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