

pre-marital and pre-registration (civil partnership) agreements

what is it?

A Pre-Marital and Pre-Registration Agreement ("PMA") is an agreement entered into prior to a marriage or civil partnership which sets out how the assets of the parties would be divided following any breakdown of the relationship. It is a useful tool to protect assets acquired before the marriage or anticipated to be acquired through inheritance or gift post-marriage.

PMAs are becoming more relevant, particularly following the recent case of Radmacher -v- Granatino decided by the Supreme Court in October 2010. The Court has given guidance upon how the Court's should treat PMAs stating "the Court should give effect to a nuptial agreement (PMA) that is freely entered into by each party with the full appreciation of its implications unless in the circumstances prevailing it would not be fair to hold the parties to the agreement".

are they enforceable?

At present there is no legislation under English law which provides for enforcement of PMAs. However, after the Radmacher case PMAs will have importance in any financial dispute upon divorce. Although the case does not state that PMAs should be binding the decision does go a long way down that path. In future significant weight will be given to the terms of a PMA in divorce cases.

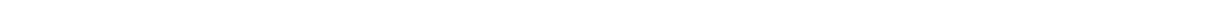
who needs one?

Couples most likely to enter into a PMA are:-

1. Those where one party is bringing more wealth to the marriage than the other.
2. Where one or both parties have been married before and are bringing assets to the marriage they wish to protect against claims by a future spouse.
3. Where one party has or may in the future receive sums from a family Trust, gift or by inheritance.

recommended requirements for a PMA

1. Both parties should receive independent legal advice be entering into the agreement.
2. Both parties should receive full information about the financial position of their future spouse.





3. There must be no evidence of any undue pressure being exerted on either of the parties to sign the PMA.
4. The PMA terms must be fair to both parties and meet the needs of the parties and their children in the event of a breakdown of the relationship.
5. The PMA should be made at least 21 days before the marriage (or civil partnership) and it would be advisable to enter the agreement some months beforehand.

It is recommended that specialist advice is sought from one of our Family Lawyers.

get in touch

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

Catherine Longshaw – Partner

t 01782 619225

e catherine.longshaw@knightsllp.co.uk

