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# Separation agreement template (deed of separation)

For couples in England and Wales who are married, in a civil partnership or living together and have agreed how to separate their finances and arrangements.

## Read this before you start

- This template is a starting point, not legal advice. Every situation is different, and a template cannot tell you whether your agreement is fair or will stand up later.
- It is written for England and Wales only. Scotland and Northern Ireland have different rules.
- Before you sign, give each other full and honest details of your finances (Schedule 1), and each take independent legal advice from a different adviser. Advice is not a legal requirement, but it is strongly recommended, and a court is far more likely to follow an agreement that was made this way.
- A separation agreement cannot share a pension. Pension sharing needs a court order, made on divorce or dissolution.
- It cannot stop either parent applying to the Child Maintenance Service.
- It does not take anyone off a mortgage or transfer a property. Your lender and a conveyancer will need to be involved.
- It is not the same as a court-approved consent order. It does not end a marriage or civil partnership, and a court deciding your finances on divorce or dissolution is not bound by it. If you divorce later, you can ask the court to approve the agreed terms as a consent order.
- Sign it as a deed: each of you signs with an independent adult witness (not a relative or partner) physically present, even if you sign electronically. The witness signs too. Keep a signed copy each.
- Replace everything in [square brackets]. Delete any clause or option that does not apply, and the grey guidance notes, before you sign.

Want it done properly? Mediate UK can help you agree the terms in mediation and have a separation agreement drafted by our partner solicitors as a fixed-fee package. See mediateuk.co.uk/separation-agreement or book a free 15-minute call.

Template version: October 2026. Check the law and your circumstances before relying on it.

# Deed of separation

**This deed is made on** [date]

**Between:**

(1) [Full name] of [address] ("[First name]"); and

(2) [Full name] of [address] ("[First name]").

In this deed, "we" and "us" means both of us, and "each of us" means either of us.

## 1. Background

**1.1** We [married on [date] at [place]] [registered our civil partnership on [date]] [started living together on [date]].

**1.2** We separated on [date] and intend to live apart.

**1.3** We have [number] children: [full name, date of birth] [full name, date of birth]. [We have no children together.]

**1.4** [We currently expect to apply for a divorce or dissolution on or after [date or event].] [We do not currently intend to divorce.] This records our present intention only. It does not oblige either of us to apply for, or to delay, a divorce or dissolution on any particular date.

> **Guidance:** *Courts look at the circumstances when an agreement was made. Recording the dates and your intentions here helps anyone reading it later.*

## 2. How this agreement was made

**2.1** Each of us has given the other full and honest details of our income, property, savings, pensions and debts, summarised in Schedule 1, with supporting documents.

**2.2** [First name] received independent legal advice on this deed from [name of adviser and firm] on [date]. [Second name] received independent legal advice on this deed from [name of adviser and firm] on [date].

> **Guidance:** *Each of you should take advice from a different adviser before signing. If one of you decides not to, replace that sentence with: "[Name] was advised to take independent legal advice before signing and chose not to." An agreement is much more likely to be followed by a court where both of you were advised.*

**2.3** Each of us enters into this deed freely, without pressure from the other or anyone else, and understands what it means.

**2.4** We intend this deed to be binding on us. We understand that if either of us later asks a court to decide our finances, the court will consider this deed but is not bound to follow it if it would be unfair.

**2.5** [If we subsequently divorce or dissolve our civil partnership, we intend to seek legal advice about asking the court to approve a financial consent order reflecting the terms of this deed, where appropriate. We understand that the court has discretion whether to approve any proposed order and that our circumstances, including the needs of any children, may need to be reconsidered at that time.]

## 3. Living apart

**3.1** Each of us may live separately and will not interfere with the other's private life.

**3.2** [Until [date or event], [name] will continue to live at [address] and [name] will live at [address].]

## 4. The family home

The family home is [address] ("the property"), owned [jointly] [in the sole name of [name]], with a mortgage of about [amount] with [lender].

**Option A: sale.**

**4.1** The property will be put on the market by [date] at a price agreed between us or, if we cannot agree, on the advice of [an estate agent we both choose].

**4.2** From the sale price, the mortgage, any early repayment charge, estate agent fees and legal costs will be paid first. The rest will be split [ ]% to [name] and [ ]% to [name].

**4.3** If the sale price is not enough to repay the mortgage and the costs of sale (negative equity), the shortfall will be paid [ ]% by [name] and [ ]% by [name].

**4.4** If no buyer is found within [ ] months, we will [reduce the asking price on the agent's advice] [review this clause together, through mediation if needed].

**Option B: transfer to one of us.**

**4.5** [Name] will keep the property and will pay [name] [amount] by [date].

**4.6** [Name] will ask the lender to release [name] from the mortgage by [date]. If the lender refuses, [the property will be sold under Option A] [describe what happens]. [Name] will pay the legal and lender costs of the transfer.

**Both options.**

**4.7** Until the sale or transfer, [name] will pay the mortgage and [name] will pay [council tax, utilities, insurance]. Repairs costing more than [amount] will be shared [equally].

**4.8** If any mortgage payment is missed, the one responsible for it will tell the other within [7] days, and any arrears, charges or interest caused will be [paid by the one responsible] [shared equally].

> **Guidance:** *Choose one option and delete the other, and the clause numbers that go with it. A lender has to agree before anyone is removed from a mortgage, and a conveyancer handles the transfer itself. Until then, the lender can ask either of you for the whole mortgage payment.*

## 5. Savings, investments and other property

**5.1** Our savings, investments, vehicles and other property will be divided as set out in Schedule 2.

**5.2** Any joint bank account will be [closed by [date] and the balance split [equally]] [transferred into the sole name of [name]].

**5.3** Each of us will keep our own personal belongings. [Specific items, for example: the car registration [ ], the piano, the family pet [name].]

## 6. Pensions

**6.1** [Each of us will keep our own pension and make no claim against the other's pension.] [We have agreed that [name] should receive a [ ]% share of [name]'s [scheme name] pension.]

**6.2** We understand that this deed cannot share a pension. Recording an intention to share a pension does not itself create a pension sharing order. Only a court can make one, on divorce or dissolution, and we will take advice about asking for one at that time.

> **Guidance:** *Get a cash equivalent value (CEV) from each pension provider before you agree this clause. For unmarried couples, the court has no power to share pensions at all. Pensions of very different values can make an agreement unfair, so take advice if that applies to you.*

## 7. Debts

**7.1** Each of us will be responsible for the debts in our own name, and for the joint debts allocated to us in Schedule 2.

**7.2** If either of us has to pay a debt that is the other's responsibility under this deed, the other will repay them in full.

> **Guidance:** *An agreement between you does not bind the bank or lender. On a joint debt, the lender can still ask either of you for the whole amount.*

## 8. Maintenance between us

**8.1** [Neither of us will pay maintenance to the other.] [[Name] will pay [name] [amount] a [month] by standing order on the [ ] day of each month, starting on [date], until [date or event, for example remarriage, death or a set date].]

**8.2** These payments are [an interim arrangement while we live apart and before any final financial settlement] [our proposed long-term arrangement].

**8.3** We will review the amount [every 12 months] [if either of our incomes changes by more than [ ]%] [if a child's living arrangements change]. Any change will be agreed in writing.

> **Guidance:** *Maintenance between married couples or civil partners can be changed by a court later, whatever this deed says. Unmarried partners have no legal claim to maintenance for themselves, so any payments here rely on this agreement.*

## 9. Children

**9.1** Our children's welfare comes first. We will make decisions about them together and keep each other informed about their health, schooling and wellbeing.

**9.2** The children will live with [name] [or: share their time between us] as set out in Schedule 3 [or our parenting plan dated [date]].

**9.3** These are our agreed parenting arrangements. They must reflect the children's welfare, and we expect to change them as the children grow and their needs develop. Nothing in this deed stops either of us applying to court about the children if that becomes necessary.

**9.4** [Name] will pay child maintenance of [amount] a [week] [month] for [number] children, starting on [date], reviewed each [April].

**9.5** Nothing in this deed stops either of us applying to the Child Maintenance Service.

**Guidance:** *The Child Maintenance Service calculator on GOV.UK gives a useful starting figure for clause 9.4.*

## 10. Wills, insurance and nominations

**10.1** Each of us will review our will within [three months]. We understand that separation does not automatically revoke or change a will, and that a husband, wife or civil partner can still inherit under a will, or if there is no will, until a divorce or dissolution is finalised.

**10.2** [Each of us will keep the life insurance policy [details] in place for the children's benefit until [date].] [Each of us will check and update any death-in-service, pension and life insurance nominations.]

**Guidance:** *Wills, inheritance and nominations depend on your own circumstances. Each of you should review them individually, and take advice where needed.*

## 11. Our financial claims

**11.1** We intend this deed to record our agreed financial arrangements following separation. Where we are married or in a civil partnership, we understand that this deed does not itself dismiss or finally determine our financial claims against one another. A court-approved financial order may be required to achieve a final settlement of those claims.

**Guidance:** *This deed does not stop a husband, wife or civil partner from applying to court for a financial order. A court will take this deed into account, but only a court order can finally end financial claims.*

## 12. Changes and reviews

**12.1** We will review this deed if [a child's living arrangements change] [either of us loses their job] [the property cannot be sold within [ ] months] [describe other events].

**12.2** Any change to this deed must be in writing, signed by both of us as a deed.

## 13. If we disagree

**13.1** If a disagreement arises concerning the interpretation or implementation of this deed, we will consider resolving it through family mediation where appropriate. Nothing in this clause prevents either of us from seeking urgent legal protection, obtaining independent legal advice, or applying to court where mediation is unsuitable, including where there are domestic abuse or safeguarding concerns.

## 14. Law

**14.1** This deed is governed by the law of England and Wales.

## Signatures

**Guidance:** *Each of you signs in the physical presence of your own witness, who then signs to confirm they saw you sign. This applies even if you sign electronically. Each witness should be an independent adult who is not a party to this deed, not a relative and not a partner of either of you.*

**Signed as a deed by [full name]**

Signature: .....

Date: .....

**in the physical presence of this witness, who then signs to attest the signature:**

Witness signature: .....

Witness full name: .....

Witness address: .....

Witness occupation: .....

**Signed as a deed by [full name]**

Signature: .....

Date: .....

**in the physical presence of this witness, who then signs to attest the signature:**

Witness signature: .....

Witness full name: .....

Witness address: .....

Witness occupation: .....

# Schedule 1: Financial disclosure

List everything each of you owns and owes, with the value and the date of the valuation. Attach the supporting documents and list them in the last column.

| Item | Owned by (sole or joint) | Value or balance | Details and documents provided |
|---|---|---|---|
| Family home: address, how it is owned, market value | | | |
| Mortgage: lender and outstanding balance | | | |
| Other property: address, ownership, value | | | |
| Bank and savings accounts | | | |
| Investments and shares | | | |
| Pensions: scheme name and CEV | | | |
| Business interests | | | |
| Vehicles | | | |
| Credit cards, loans and overdrafts | | | |
| Other liabilities (for example tax owed, family loans) | | | |
| Income (net per month) | | | |
| | | | |
| | | | |

**Declaration.** Each of us believes the information in this schedule, and in the documents listed, is complete and accurate. We each understand that if either of us has left something out or given wrong information, the other may be able to ask a court to set this deed aside.

Signed: ..... [name]  Signed: ..... [name]

# Schedule 2: Who keeps what

Show whether each item is already held by the person keeping it, or needs to be transferred. For anything that needs action, give the deadline, who pays the costs and any conditions.

| Asset or debt | Goes to | Value | Already held or needs transfer | Deadline, costs and conditions |
|---|---|---|---|---|
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# Schedule 3: Agreed parenting arrangements

Delete this schedule if you have a separate parenting plan. These are the arrangements we have agreed for now. They do not stop either parent asking for changes, or applying to court, if the children's needs change.

| Topic | What we have agreed |
|---|---|
| Where the children live | |
| Weekdays and weekends | |
| School holidays | |
| Christmas and birthdays | |
| Handovers and travel | |
| Contact by phone or video | |
| Schooling and health decisions | |
| Introducing new partners | |
| How and when we will review these arrangements as the children grow | |

A free parenting plan tool is available at thedivorcecircle.co.uk/parenting-plan.