

# SEPARATION AGREEMENT TEMPLATE - NEW ZEALAND

Parties: \_\_\_\_\_

## Background:

A. The Parties have separated and wish to record the terms of their separation; B. The Parties intend this Agreement to be legally binding and enforceable; C. The Parties acknowledge they have each received independent legal advice or have had the opportunity to obtain such advice.

## 1. Definitions and Interpretation

In this Agreement, unless the context otherwise requires: "Agreement" means this Separation Agreement and any attached Schedules; "Parties" means the individuals named in this Agreement; References to legislation or statutes include amendments and re-enactments.

## 2. Separation

The Parties acknowledge that they have separated and ceased living together in an intimate relationship. They agree to live separately and independently and not to interfere with each other's life unless agreed herein.

## 3. Property Division

The Parties agree on the division of property as follows: a) Property to be retained by Party A:

\_\_\_\_\_ b) Property to be retained by Party B:

\_\_\_\_\_ Both Parties agree to cooperate in the transfer and registration of property titles as necessary.

## 4. Financial Support

The Parties agree that: a) Neither Party shall be required to pay spousal maintenance unless otherwise agreed; b) Child support shall be arranged separately in accordance with relevant New Zealand legislation; c) Each Party shall be responsible for their own debts incurred after separation.

## 5. Children

The Parties agree to make arrangements for the care, custody, and maintenance of their child(ren) in a manner that best serves the child's welfare and in accordance with New Zealand Family Law. Specific arrangements are to be described in a separate Parenting Plan.

## 6. Confidentiality

Each Party agrees to keep the terms of this Agreement confidential except as required by law or to enforce this Agreement.

## 7. Legal Advice

The Parties acknowledge that they have had the opportunity to obtain independent legal advice regarding this Agreement before signing and that they fully understand its terms and effects.

**8. Entire Agreement**

This Agreement contains the entire understanding between the Parties relating to the subject matter herein and supersedes all prior negotiations, understandings, and agreements between the Parties, whether oral or written.

**9. Amendments**

Any amendments or modifications to this Agreement must be in writing and signed by both Parties to be effective.

**10. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of New Zealand. The Parties submit to the exclusive jurisdiction of the New Zealand courts in relation to any dispute arising out of or in connection with this Agreement.

**11. Severability**

If any provision of this Agreement is found to be invalid, illegal, or unenforceable, that provision shall be severed and the remainder of this Agreement shall remain in full force and effect.

**12. Execution**

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts together shall constitute the same instrument.

**PARTY A SIGNATURE**

**PARTY B SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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