

BINDING FINANCIAL AGREEMENT

Parties:

Party 1 (Applicant):

Full Name: _____

Address: _____

Contact Information: _____

Party 2 (Respondent):

Full Name: _____

Address: _____

Contact Information: _____

Background:

This Binding Financial Agreement (the “Agreement”) is made pursuant to Part VII Division 12 of the Family Law Act 1975 (Cth). The Parties intend this Agreement to be legally binding and enforceable under Australian law, specifically within the jurisdiction of New South Wales. The Parties agree to the following terms and conditions regarding financial matters and property settlement between them.

1. Definitions

In this Agreement, unless the context otherwise requires, terms shall have the meanings given in the Family Law Act 1975 (Cth), including but not limited to 'property', 'financial resources', and 'contributions'.

2. Acknowledgments

Each Party acknowledges that: (a) they have entered into this Agreement freely and voluntarily; (b) the Agreement is intended to be legally binding; (c) they have had the opportunity to obtain independent legal advice before executing this Agreement; and (d) they understand the effect and consequences of this Agreement.

3. Disclosure

Each Party represents that they have fully and fairly disclosed their financial circumstances, including all assets, liabilities, income, and financial resources known to them at the time of entering this Agreement.

4. Property Settlement

The Parties agree to the division, settlement, or transfer of property and financial resources as set out in the attached Schedule A (Property Schedule), which forms part of this Agreement.

5. Spousal Maintenance

The Parties agree that no spousal maintenance is payable by either Party to the other unless otherwise specified in the attached Schedule B (Maintenance Schedule).

6. Release

Subject to the terms of this Agreement, each Party releases and discharges the other from any further claims for property settlement, spousal maintenance, or financial support arising from their relationship.

7. Legal Advice

Both Parties confirm that they have had the opportunity to seek independent legal advice concerning the terms and implications of this Agreement and that they understand its contents.

8. Enforceability

This Agreement is intended to be enforceable under the Family Law Act 1975 (Cth) and applicable laws of New South Wales. If any provision is found to be invalid or unenforceable, the remainder of the Agreement shall remain in full force.

9. Variation and Revocation

This Agreement may only be varied or revoked by a further written agreement signed by both Parties, or by an order of the court.

10. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of New South Wales, Australia. The Parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

11. Execution

This Agreement may be executed in counterparts, each of which is deemed an original but all constitute one and the same instrument.

12. Independent Legal Advice Certificates

The Parties agree to attach certificates from their respective legal practitioners confirming that independent legal advice has been provided concerning this Agreement.

13. Definitions of Relationship Status

This Agreement applies to the Parties who have been in a de facto relationship, marriage, or other relevant relationship under the Family Law Act 1975 (Cth).

14. Financial Statements

The Parties agree to attach full and frank financial statements and relevant supporting documents to this Agreement.

15. Confidentiality

The Parties agree to keep the terms and existence of this Agreement confidential except as required by law or to obtain legal or financial advice.

16. Dispute Resolution

If a dispute arises concerning this Agreement, the Parties agree to attempt mediation or other agreed dispute resolution processes prior to court proceedings.

17. No Undue Influence

Each Party confirms that they have entered into this Agreement without duress, coercion, or undue influence from the other Party or any third party.

18. Independent Advice

Each Party confirms they have been advised of their right to obtain independent expert advice, including financial and legal advice, before signing this Agreement.

19. Entire Agreement

This Agreement, including all attached Schedules and certificates, constitutes the entire agreement between the Parties concerning financial matters and property settlement and supersedes all prior negotiations and understandings.

20. Signatures

The Parties have executed this Binding Financial Agreement as of the dates indicated below.

APPLICANT'S SIGNATURE

RESPONDENT'S SIGNATURE

Signature: _____

Signature: _____

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