

BINDING FINANCIAL AGREEMENT VICTORIA

Parties: _____

Applicant's Details:

Full Name: _____

Date of Birth: _____

Address: _____

Contact Number / Email: _____

Respondent's Details:

Full Name: _____

Date of Birth: _____

Address: _____

Contact Number / Email: _____

Recitals:

A. The parties are in a personal relationship and intend to make a Binding Financial Agreement in accordance with the Family Law Act 1975 (Cth) and applicable laws of Victoria. B. The parties wish to regulate their financial, property, and related matters in the event of a breakdown or other circumstances as agreed. C. The parties acknowledge that they have each received independent legal advice prior to executing this Agreement.

1. Definitions and Interpretation

In this Agreement, unless the context otherwise requires, the following definitions apply: 'Agreement' means this Binding Financial Agreement and any schedules or annexures. 'Assets' means all property, real and personal, owned by either party individually or jointly. 'Relevant Law' means the Family Law Act 1975 (Cth), the Family Violence Protection Act 2008 (Vic), and other applicable Australian laws. Headings are for convenience only and do not affect interpretation.

2. Financial Disclosure

Each party confirms they have made full and frank disclosure of their financial circumstances, including assets, liabilities, income, and superannuation. Both parties acknowledge that this disclosure is material to entering into this Agreement.

3. Binding Nature of this Agreement

This Agreement is intended to be binding on the parties in accordance with the Family Law Act 1975 (Cth) and the relevant laws of Victoria. The parties agree that they will abide by the terms set out in this Agreement and will not make claims inconsistent with this Agreement in any court, except as otherwise permitted by law.

4. Property Settlement

The parties agree to the division of property and financial resources as set out in the attached Schedule A (Property Settlement Schedule), which is incorporated into this Agreement. This division is final and binding upon execution of this Agreement by both parties.

5. Spousal Maintenance

Neither party shall be required to pay spousal maintenance to the other unless otherwise agreed in writing and attached to this Agreement. Any obligation for maintenance is set out in Schedule B (Maintenance Terms) if applicable.

6. Superannuation

The parties agree to the treatment and splitting of superannuation interests as specified in Schedule C (Superannuation Matters), which forms part of this Agreement.

7. Release

Upon execution of this Agreement, each party releases the other from any further claims, demands, or entitlements to property, maintenance, or financial support, except as expressly set out herein or permitted by law.

8. Independent Legal Advice

Each party confirms that they have received independent legal advice regarding the effect and implications of this Agreement before signing. Certificates of independent legal advice are attached as Schedule D.

9. Confidentiality

The parties agree that the existence and terms of this Agreement are confidential and shall not be disclosed to any third party except as required by law or with the prior written consent of both parties.

10. Variation

No variation of this Agreement shall be valid unless it is in writing and signed by both parties.

11. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Victoria, Australia. The parties submit to the exclusive jurisdiction of the courts of Victoria.

12. Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

13. Execution

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument. Signatures transmitted by electronic means shall be deemed valid.

APPLICANT'S SIGNATURE

RESPONDENT'S SIGNATURE

Signature: _____

Signature: _____

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