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POCKET GUIDE

# Unmarried Couples and the Law

- ✓ Expert advice
- ✓ What unmarried partners need to know
- ✓ Easy to understand



Handy legal advice

This is an excerpt from Lawpack's book *Unmarried Couples and the Law*.

To find out more about your rights as an unmarried couple, [click here](#).

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Unmarried Couples and the Law  
by Philippa Pearson

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For convenience (and for no other reason), 'him', 'he' and 'his' have been used throughout and should be read to include 'her', 'she' and 'her'.

# Contents

<i>Some facts and figures</i>	vii
<i>Introduction</i>	ix
<b>1 Things to consider when you decide to live together</b>	1
<b>2 Children</b>	21
<b>3 Domestic violence</b>	33
<b>4 Splitting up</b>	39
<b>5 Gay and lesbian rights</b>	49
<b>6 Benefits and taxation</b>	61
<i>Appendices</i>	
<b>1 Sources of documents</b>	65
<b>2 Sample documents</b>	67
<b>3 Useful contacts</b>	87
<i>Index</i>	91

## CHAPTER 1

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# Things to consider when you decide to live together

In the excitement of moving in together, the last thing you want to think about is the legal issues, but it is always best to know where you stand in the event of your relationship coming to an end. Even if you have lived with your partner for years and have children, you may still have no rights at all, so it is wise to consider your position from the outset.

The various issues you should think about, which are discussed in this chapter, are as follows:

- Who owns your home?
- Do you have rights over each other's finances?
- Do you want to make decisions on your lifestyle?
- What happens if one of you falls ill?
- What happens if one of you dies?
- If you are a gay couple, should you register your partnership under the Civil Partnerships Act 2004?

It is also worthwhile making formal agreements on most of these issues so that conflict can be avoided if any disputes arise. To live together without doing so could leave you or your family in a very vulnerable or uncertain position if one of you dies or you split up, whether or not you are the one with good income or most of the capital in your relationship.

## Unmarried Couples and the Law

The agreements you should think about preparing are:

1. A trust deed relating to the ownership of your property in England and Wales or a registered minute of agreement in Scotland.
2. A cohabitation agreement dealing with the financial structure of your relationship.
3. A living together agreement on how you run your life.
4. An Enduring (or Continuing) Power of Attorney in case either of you becomes incapacitated.
5. Mutual Wills, where each of you makes a Will to leave your interest in assets (e.g. property, bank account and any other assets you see fit) to the other, together with whatever other provisions may be appropriate.
6. A parental responsibility agreement if you have children.

Most of these agreements are explained in this chapter and the parental responsibility agreement is discussed in chapter

2. A few sample agreements can also be found in the Appendix at the end of this book.

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### Who owns your home?

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There are two ways of owning a property in England and Wales. The first way is 'legally': the legal owner of a property has his name registered as the owner on the property's title deeds or at the Land Registry.

The other way of owning a property is 'beneficially'. Beneficial ownership arises under what is called the 'law of equity', which is where the court looks beyond who actually owns the property, but instead considers the question of who should be said to own an interest in a property. Although the beneficial owner's name may not appear on any of the deeds or at the Land Registry, a court may consider that a beneficial owner is still entitled to a certain percentage of the value in a property. This may be because he has worked on the property to enhance its value or has paid money towards it.

## Things to consider when you decide to live together

The law of equity is very complex and in some circumstances where people think that they should have an interest in a property, the law of equity cannot help; for example, where they have paid the mortgage interest but not made payments towards the capital borrowing or, in some circumstances, where they have contributed money to the general household expenses rather than to the property itself.

If you think that you have a right to an interest in a property, take advice from a solicitor with experience in cohabitation law to find out if you have such an interest and how difficult it may be to claim it through the legal system.

In Scotland, there is only one way of being an owner to a property and that is if you either have a disposition (title deed) to the property in your name or you are registered as the owner in the Land Register. The law of equity and beneficial ownership don't apply.

You may, however, have a claim against the owner for payments you have made towards the property or work you have carried out in the property under the 'law of unjustified enrichment' and if you consider this to be the case, you should obtain advice from a solicitor.

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### Moving into a property owned by one of you

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Moving in with the legal owner of a property gives you no legal rights over your partner's property. In England and Wales, legal ownership can only be transferred to you formally by way of a transfer, on a form issued by the Land Registry called a TR1, and with the consent of the mortgage lender (if there is one). In Scotland, legal ownership is transferred by a document called a 'disposition', which is drawn up by a solicitor. If there is a mortgage over the

**?** **Do I have any right to stay if my partner tries to kick me out of his property?**

*This will depend on the circumstances, so you should speak to a specialist solicitor straight away.*

## Unmarried Couples and the Law

property, the lender's consent is required and if you are taking over joint responsibility for the mortgage, a document called a 'deed of variation' must be signed or, alternatively, the lender may want you to take out a new mortgage.

The only other way of obtaining rights over a property in England and Wales (through beneficial ownership) is for the two of you to reach an agreement and enter into a 'trust deed' (for which you should consult a solicitor – see below).

If you are neither a legal owner nor have a trust deed, but you believe that you have acted to your disadvantage or relied on a mistaken belief or promise that you would have an interest in the property, it may be possible for you to establish a beneficial interest under the law of equity but, as we said before, proving this can be difficult.

In Scotland, beneficial ownership and the law of equity don't apply, but you still may be able to make a claim for money spent or work carried out on the property under the law of unjustified enrichment.

The most common position you will find yourself in is that you will have no beneficial or legal entitlement to the property at all. Indeed, you may only be occupying the property by what is known as a 'bare licence', which means that if the owner asks you to leave, you must do so as you have no legal rights to be there. However, this can place you in a very vulnerable position, so always take legal advice before you pack your bags, particularly if you have a child.

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### Renting together

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#### Point of Law

*Family Law Act 1996*

If you are both renting a property and the tenancy is held in one of your names or in joint names,

the court may have the power to transfer the tenancy into the other cohabitant's name or just one name when you split up. This application is usually made when the separating parties cannot agree into whose name the tenancy should be

## Things to consider when you decide to live together

transferred and is best handled by a solicitor. If there are children, the parent who is to have the day-to-day care of the children will normally have the tenancy transferred to him. If there are no children, the court will decide the case on its merits.

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### Buying together

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When you decide to buy a property together in England and Wales, make sure that your conveyancing solicitor discusses with you at the outset whether you should own the property as ‘joint tenants’ or ‘tenants in common’. The distinction is extremely important.

#### Joint tenants

If you own the property as joint tenants, this means that you will each have an equal interest in the property and if one of you dies before the other, the share of the deceased will pass automatically to the survivor under the principle known as ‘the right of survivorship’ and not according to the deceased’s Will (whatever it may say) or the law that applies to those who die without a Will, called ‘the law of intestacy’ (see below).

#### Tenants in common

If you own a property as tenants in common, you don’t necessarily have equal shares. You may think this is appropriate if you have made unequal contributions towards the purchase price and want this to be reflected on the sale of the property. Owning as a tenant in common also means that your shares are separate from each other, which means that if one of you dies before the other, the share of the deceased does not pass automatically to the survivor, but instead passes according to the wishes of the deceased’s Will or the law of intestacy as appropriate.

If you intend to hold the property as tenants in common, you should discuss with your conveyancer whether you should enter into a trust deed. He can draft one for you.

## Unmarried Couples and the Law

In Scotland, the concepts of joint tenants and tenants in common don't apply, although the law is similar. The title to a property can be held in joint names with a survivorship clause which states that each party will leave the property to the other if one dies. As with 'joint tenants' in England and Wales, if the title has a survivorship clause and one of you dies, one party's share will pass to the other's under the 'survivorship destination' in the title and not according to the deceased's Will or the law of intestacy. The survivorship clause is, in effect, a contract between you and you cannot revoke it unless you both agree, although if you are married, the survivorship clause has no effect if your marriage ends in divorce or is annulled. However, you can do so if there is a clause in the title deed which allows one of you to do this without the other's consent. It is therefore important to discuss this with each other and make it quite clear to a solicitor what type of survivorship clause you want.

Alternatively, the title can be held in joint names with no survivorship clause (similar to 'tenants in common' in England and Wales). You don't have to have equal shares and if one of you dies, his share does not automatically pass to the other as survivor but passes according to the wishes of the deceased's Will or the law of intestacy if there is no Will.

### *A trust deed*

In England and Wales, a trust deed is a binding agreement regarding your property which means that you can sue your partner if he breaches it. It is important that it deals with all the issues that may arise in relation to the property if you separate or if one of you dies.

It is not the same as a cohabitation agreement (see below) since it only deals with the property and not with other aspects of your relationship. The property issues must be dealt with in a separate document (trust deed) because the cohabitation agreement may include some less important clauses that a court will not want to enforce. Problems could arise because if the court happened to ignore certain clauses

## Things to consider when you decide to live together

in it, there is a risk that it may disregard the arrangements you have made elsewhere in the agreement about the property. Since the agreement regarding your property is likely to be the most important aspect of any arrangements you have, it is always advisable that you have a separate trust deed.

The usual issues dealt with in a trust deed are as follows:

- The exact percentage of your beneficial interest in the property (i.e. what your shares in the property are to be in the event of death or separation).
- What is to happen in the event that your relationship breaks down. Will one of you be allowed to buy out the other one and in what circumstances?
- How is the value of the property to be calculated in these circumstances? Will one of you be allowed to vacate the property and if so, for how long should that person continue to be responsible for the mortgage and the outgoings on the property? At what point will the person left in occupation have to take these over?
- Under what circumstances should the property be sold?
- What do you intend to happen to the property in the event of death?
- Who is to pay the outgoings relating to the property (e.g. buildings insurance and repairs)? Will this be affected by the birth of a child?
- How will you agree the method by which improvements, repairs, etc. will be carried out?
- How will you take into account any failure to pay any of the items referred to in the trust deed, i.e. will there be a recalculation of your respective beneficial interests in the property?
- Any other issues you consider may be important that relate to the property.

In Scotland, these matters are usually set out in a 'registered minute of agreement' rather than a trust deed. For it to be

## Unmarried Couples and the Law

effective against all parties, land ownership must be formalised; for example, if Mr C and Miss B lived together and the title is in the name of Mr C, even if Mr C signs a minute of agreement with provisions in favour of Miss B, if Mr C were to be made bankrupt the trustee in bankruptcy would not be bound by the provisions made by Mr C in the agreement. You should consult a solicitor for advice on this matter.

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### Do you have rights over each other's finances?

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#### Joint bank accounts and credit cards

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#### **Can my partner clear out our joint account?**

*Any money put into a joint account is treated as jointly owned so either of you can remove it at any time, even if one of you put in more money than the other.*

You may decide to open up a joint bank account when you start living together. If you do, you should be aware that once any money is invested in the account, it is treated as jointly owned and either of you can, at any time, remove all or part of that money. This rule applies even if one of you has

put in far more money than the other. If you are not happy to be caught by this rule, you should instruct the bank (usually together) not to accept cheques/cashpoint withdrawals by one of you alone in excess of an agreed figure (say £250).

If at any time you become concerned that the account may be abused by the other account holder, it is usually sufficient to tell the bank and it will then prevent any further transactions taking place on the account without your joint authority.

The law states that items purchased from joint money belong to the person who purchases them, unless they were obviously for the other person's use or they were joint purchases. Do keep this in mind when big purchases are being made as it may be a good idea to go and buy them together! In Scotland, household goods (unless they are a gift or inherited) are generally held to be owned in equal shares. Household goods don't include money, securities, motor

## Things to consider when you decide to live together

vehicles, caravans or domestic pets. Also, any money contributed by each party for household expenses and any property obtained from this money (other than the couple's principal or sole home) is held to be owned in equal shares unless the couple have made an agreement to the contrary.

You should bear in mind that any debt owing on a jointly owned card or account is legally treated as belonging to both of the owners 'jointly and severally'. This means that the bank or the credit card/store card company can pursue both of you for the debt or just one of you for the whole debt. This can, of course, be particularly unfair if you are the one being chased for the debt when it was run up by your partner.

If you have any doubts at all about your partner's ability to control his spending, you must ensure that strict limitations are put in place for your debts and overdraft so that the level of indebtedness cannot get out of hand. Better still, make sure in these circumstances that you are each responsible for your own debts by having no overdraft on your joint account and by possibly having separate credit/store cards.

If your partner dies, the money held in a joint bank account will go to you under the principle of law known as the 'right of survivorship'. It will not pass into his estate and then be distributed to his beneficiaries. Likewise, any jointly owned debt will pass to you (something you may wish to avoid!) so again it may be best to have separate credit/store cards.

### **Am I liable for the debts my partner has run up on our joint credit card?**

*Yes. Your bank or credit card company can chase both of you or just one of you for the whole debt.*

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## The cohabitation agreement

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A cohabitation agreement can be drawn up between you to record the financial obligations you wish to have towards each other in order to avoid dispute. It should cover the following:

- Who is to pay the outgoings (electricity/water bills, etc.)?

## Unmarried Couples and the Law

- How will home repairs and improvements be agreed?
- How will those repairs and improvements be funded?
- What will be the circumstances in which the home is sold? (These can be more detailed than the provisions you would put in your trust deed, since it could deal with such things as how old the children may have to be or how many of them should be living at home.)
- How will the joint accounts be operated?
- How will the joint credit cards be operated?
- What are your intentions regarding your estate? (Wills would still be required, but the agreement can be important evidence if it shows that it was agreed that certain terms would be included in a Will.)
- Who is responsible for any school fees?
- Will you each enter into an Enduring (or Continuing) Power of Attorney or a Living Will (see below)?
- How will your possessions be divided?

Only legal issues should be contained in a cohabitation agreement, but they may not be upheld by the courts because they are not necessarily binding under English or Scottish law. However, they will always be good evidence for the court if there is a disagreement between a couple and legal action follows. A simple template agreement is included in the Appendix; this is meant as a guide only and you are advised to take legal advice before drawing up your own.

### Reviewing the cohabitation agreement

As time goes on, your relationship will change and significant things may happen in your life that may make the terms of the cohabitation agreement unfair. If a cohabitation agreement is clearly unjust, it is unlikely it will be upheld by the courts. Therefore, if anything substantial does happen in your relationship, it is wise to consider redrafting the cohabitation agreement; such a reason may be:

## Things to consider when you decide to live together

- the birth of a child;
- one of you becomes seriously ill;
- one of you becomes disabled;
- one of you is made redundant;
- a significant change in your financial circumstances or the financial contributions you each make towards your relationship and your home;
- one of you receives a large inheritance.

Remember that if you decide to marry, the cohabitation agreement will not be treated as being a prenuptial agreement. In this instance it will only provide evidence of what your intentions were towards each other when you were living together. This is because marriage is itself a contract and it supersedes any pre-existing contract.

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### **Do you want to make decisions on your lifestyle?**

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Some couples who decide to live together choose to enter into a living together agreement. This is a document in which the couple can record any moral or lifestyle issues that are non-legal so that each party is clear as to what is expected of them from the outset. This can then prevent disputes arising over matters that are outside the compass of the law.

In a living together agreement you can deal with the following issues:

- Who is to have responsibility for cleaning the home?
- Who is to have responsibility for cooking for the family?
- How are the children to be brought up?
- What religious upbringing or type of schooling should they have?
- Who will you both turn to in the event of relationship difficulties (e.g. to Relate, the relationship counselling service or to a faith)?

## Unmarried Couples and the Law

- Any other issues that may be important to the two of you and which you think need regulation.

Specialist family solicitors or mediators can draft living together agreements for you, but couples can also prepare their own since they are not intended to be legally binding. An example of a simple agreement is included in the Appendix at the end of this book.

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### What happens if one of you falls ill?

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#### An Enduring (or Continuing) Power of Attorney

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**?** **Do I have the authority to look after my partner's affairs if he becomes mentally incapable?**

*Not automatically, so it is advisable for you both to draw up an Enduring (or Continuing) Power of Attorney granting each other this right.*

There is always the possibility that either you or your partner may become mentally incapable as a result of illness or an accident. If you are married, it is unlikely that anybody would question your spouse dealing with your affairs, but if you are not, your partner may not automatically be viewed as your 'representative' and it is

therefore wise in these circumstances to draw up a formal document known as an Enduring Power of Attorney (EPA) in England and Wales or a Continuing Power of Attorney (CPA) in Scotland. This authorises your partner to act on your behalf in all matters concerning your property and affairs should you become mentally incapable, but it does not grant him the power to make decisions regarding your medical care.

It is absolutely vital that you trust the person to whom you give an EPA/CPA because if you are deemed to be mentally incapable, you will not be able to unappoint him if you become dissatisfied with the way in which he is acting on your behalf.

## Things to consider when you decide to live together

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### A General Power of Attorney

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A General Power of Attorney (GPA) is similar to an EPA/CPA, but it authorises someone to do specific acts rather than to act on your behalf generally. You may use it, for example, to authorise someone to sign certain documents on your behalf, or use your bank account to make certain payments, while you are out of the country or in hospital.

Unlike an EPA/CPA, a GPA is automatically annulled (i.e. no longer valid) if you become mentally incapable so this is an advantage if you wish to restrict your representative's authority. The only disadvantage is that it may not give him all of the powers that he requires if you become mentally incapable and it will be left to the Court of Protection to deal with some matters on your behalf. The Court of Protection is a special court which deals solely with the issues arising out of the affairs of those who are incapable of managing their own.

In Scotland, there is not a Court of Protection. If no CPA has been signed and a person has become incapable of managing his own affairs, you may have to apply to the Sheriff Court for a guardianship order to allow you to deal with that person's affairs on his behalf. Advice can be obtained from a solicitor and the Office of the Public Guardian (see the Appendix for the address).

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### The meaning of 'next of kin' and 'hospital proxies'

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It is not clear under the law whether your unmarried partner is your next of kin (i.e. the person who can make decisions for you when you are incapable, usually your nearest relative) when it comes to giving instructions regarding your medical treatment. This can be a problem, particularly when there are other family members competing for the role of next of kin or representative, such as the first family (i.e. the children from a first marriage).

Fortunately, there is a legal principle known as the 'doctrine of necessity' that justifies medical intervention in an

## Unmarried Couples and the Law

emergency when it is not appropriate to obtain the consent of the next of kin. However, a partner can still encounter difficulties with the medical profession when the other partner is ill, particularly if their relationship has been one of short duration.

To get round this, it is possible to provide a hospital with written documents declaring which person is to be your next of kin. This has no legal effect, but it can be used as evidence if there is any dispute as to whom is to have this authority. All you need to do is ask your

hospital to provide a 'healthcare proxy appointment form' and in it you can give precise details of exactly what medical decisions can be taken by the proxy. Sometimes these can be attached to a Living Will (see below).



### **Is my partner seen as my 'next of kin' when it comes to my medical treatment?**

*The law is unclear on this matter. As a result, you can fill in a 'healthcare proxy appointment form', which will inform the hospital of your medical decisions.*

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### Living Wills

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Any patient who is suffering from a terminal illness can unwittingly cause disputes between relatives and partners if it is not clear what is to happen about his medical treatment in the event that he becomes incapacitated. A Living Will is a document that can be used to avoid such conflicts as in it a person can state clearly in what circumstances a life support machine can be turned off and where he would like to die (e.g. at home or in hospital).

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### What happens if one of you dies?

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In the event that a partner in a couple living together dies, the law in England and Wales that applies to them is very different from the law relating to married couples. First, the surviving partner will have no right to claim a widow's

## Things to consider when you decide to live together

pension unless a specific nomination to that effect has been made and accepted by the trustees of the pension fund. Furthermore, the surviving partner will not necessarily have any rights over his partner's estate (i.e. his property, money and belongings).

By law, if one spouse in a married couple leaves a Will in which he excludes the other spouse or leaves an inadequate amount of money, then the surviving spouse can make an application to the court to adjust the Will so that he receives sufficient money from the estate of the deceased. The law is also similar for those in registered civil partnerships – see page 49 for more information.

### Point of Law

*Succession (Scotland) Act 1964*

If this happens to a spouse in Scotland, he can claim his legal rights (called 'jus relictæ' or 'jus relictî'). If there are no children, the spouse is entitled to half the deceased's moveable estate (i.e. everything except property) and if there are children, the spouse is entitled to one third of the moveable estate.

However, if a married person dies, but has not made a Will, the law of intestacy will apply and his spouse will automatically receive a large part of his estate. The law of intestacy is a fixed set of rules relating to how an estate should be distributed in the event that no Will is left.

### Point of Law

*Inheritance (Provision for Family and Dependants) Act 1975*

In contrast, if your live-in partner dies in England and Wales and he does not leave a Will or in his Will he leaves you insufficient money, then you can apply for monies out of his estate *only* if:

1. you were financially dependent upon him at the time of death; and/or
2. you had been living with your partner for a continuous period of at least two years immediately prior to the date of death.

## Unmarried Couples and the Law

To be successful on an application made under either of the above, you have to have good evidence to support either 1. or 2. and it can be a good idea to refer to a cohabitation agreement if there is one because this should have evidence as to what was intended.

In Scotland, the law is different. At present, you can apply for monies out of his estate if you have a contractual right to monies (perhaps in terms of the cohabitation agreement) and you can claim that you have made contributions to his estate (e.g. mortgage payments or home improvements) by payments made under the legal principle of unjustified enrichment.

The Family Law (Scotland) Act 2006, which comes into force on 4 May 2006, states that if a cohabitant dies without leaving a Will, the surviving partner can apply to the court for the payment of a capital sum from the deceased's estate and/or a court order for the transfer of the property to him. The maximum the surviving partner can be awarded by the court is equivalent to what a spouse or civil partner would receive under the laws of intestacy. Although there is not any minimum period a couple must have cohabited for prior to the death of one partner in order to apply for a court order, the court will take into account the length of time a couple have been living together, the nature of their relationship and the type and extent of the financial arrangements between them.

### The law of intestacy

If someone dies without making a Will, he dies 'intestate'. The law of intestacy in England and Wales states the following:

1. The total estate goes to a surviving spouse (or registered civil partner) where there are no children, parents, brothers or sisters.
2. If the deceased is survived by a spouse (or registered civil partner) and children, the spouse (or registered civil partner) will get the 'chattels' (i.e. personal possessions) and a fixed sum (currently £125,000). In addition, the

## Things to consider when you decide to live together

spouse (or registered civil partner) will have the right to use one half of the remaining estate for the rest of his life and on his death it will then pass to the deceased's children. The remaining half-share goes directly to any children.

3. If there is a surviving spouse (or registered civil partner) and a parent or brothers and sisters but no children, it is the same as for 2. above but the fixed sum received by the surviving spouse (or registered civil partner) is increased to £200,000.
4. The total estate passes to the children of the deceased if there is no surviving spouse (or registered civil partner).
5. If there is no surviving spouse (or registered civil partner) or children, the estate passes to the blood relatives of the deceased in order of closeness, starting with his parents.

In Scotland, the law of intestacy is as follows:

1. If the deceased left a spouse (or registered civil partner), the surviving spouse (or registered civil partner) is entitled to 'prior rights' which consist of:
  - (a) the deceased's interest in a house where the spouse (or registered civil partner) was resident at the date of death currently up to the value of £300,000. If the house is valued to be over this amount, the spouse (or registered civil partner) is entitled to a cash amount of £300,000;
  - (b) furnishings and plenishings in the house currently up to the value of £24,000; and
  - (c) cash, currently £75,000 if there are no children and £42,000 if there are.



### **Will I automatically inherit my partner's estate when he dies?**

*No, so you must both make Wills. If your partner dies without making a Will, his estate will be distributed among his blood relatives in accordance with the rules of intestacy.*

## Unmarried Couples and the Law

Thereafter, only if there are no children, siblings or parents, the remainder of the estate goes to the spouse (or registered civil partner).

2. If the deceased is survived by a spouse (or registered civil partner) and children, the spouse (or registered civil partner) is entitled to 'prior rights' (see above) and from what is left a one-third share of the moveable estate. The remainder of the estate goes to the children.
3. If there is a surviving spouse (or registered civil partner) and a parent or siblings, the spouse (or registered civil partner) is entitled to 'prior rights' and from what is left a one-half share of the moveable estate. The remainder is shared between the siblings and parent(s).
4. If there is no surviving spouse (or registered civil partner), the total estate passes to the children.
5. If there is no surviving spouse (or registered civil partner), or children, the estate passes to the closest blood relatives.

There is also a rule that if the deceased's child dies before him or her but there is a grandchild or grandchildren, the grandchild or grand-children are entitled to the share their parent would have received if they had been alive at the time of the deceased's death.

So, to conclude, if you and your partner were not married or registered as civil partners, his estate will not pass to you automatically, however long your relationship may have lasted. It is therefore particularly important that you both make Wills. If you don't, then under the law of intestacy you may receive no money at all.

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### Children

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In England and Wales, if you die and you have a child who is born outside marriage, he will be treated by the law in exactly the same way as the child of a married couple. This means that if he does not receive sufficient inheritance under a Will,

## Things to consider when you decide to live together

he can make an application (using an adult who brings the application for him as his 'next friend') against your estate simply by virtue of being your child and if there is no Will, he is automatically entitled under the law of intestacy as can be seen above.

In Scotland, similarly, a child born outside marriage is treated the same way as a child of a married couple. If there is a Will but it makes no or insufficient provision for the child, the child is entitled to claim one third of the moveable estate if there is a spouse (or registered civil partner) and one half of the moveable estate if there is no spouse (or registered civil partner) (called 'legitim').

If there is no Will, the child will be entitled under the laws of intestacy.

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### Making a Will

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The law has precise rules about the way you should make your Will. There is a wide range of DIY Will kits, books, forms and software to help you, all available online at [www.lawpack.co.uk](http://www.lawpack.co.uk).

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### **If you are a gay couple, should you register your relationship under the Civil Partnerships Act 2004?**

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The Civil Partnerships Act 2004 came into effect in December 2005. Under the Act, a relationship between two people of the same sex can be registered giving them both most (but not all) of the rights and responsibilities that married couples have.

There are special rules for those that have had gender reassignment and the Act does **not** apply to heterosexual (i.e. opposite-sex) couples or to unregistered same-sex couples (with a few exceptions). However, for those in same-sex relationships who, after reading this book, would like to acquire obligations and rights towards each other that are akin to marriage rather than the law for unmarried couples,

## **Unmarried Couples and the Law**

this Act enables them to enter into a publicly recognised and fully-committed relationship.

A full discussion of the way the Act works and how to register a civil partnership can be found in Chapter 7.