

Enforcing a pre-nuptial agreement



The challenge:

A prenuptial agreement is an agreement entered into before marriage, which sets out what should happen to assets in the event of a marriage break down. Although prenuptial agreements are highly influential on the outcome of divorce settlements if properly entered into, they are not automatically enforceable in England and Wales.

The client came to us in the midst of an acrimonious divorce. He had a prenuptial agreement primarily to ensure numerous multi-million pound family companies were preserved and protected during the course of proceedings. The challenge in this case, was to ensure the terms of a prenuptial agreement were upheld in circumstances where they are not legally binding.

Our approach:

We established what was of utmost importance to the client at the outset. His position was that as long as the companies were protected, he may be prepared to be flexible on other issues in order to resolve the dispute swiftly. We commenced negotiations on the basis that the terms of the prenuptial agreement in relation to the companies should be upheld and were unwavering in our approach. We were able to help him make pragmatic and proportionate decisions in relation to other issues where he was able to compromise in order to achieve his objectives whilst ensuring that his wife's needs were met going forward.

We worked closely with the client to ensure we properly understood how valuable these family businesses were to him, not only in monetary terms, but also in their personal value to our client. We involved our corporate team to advise on the structure and dynamics of each family business. This was invaluable and demonstrated to



the client our commitment to a resolution which protected these companies for him.

We understood the client's need to resolve matters swiftly and kept the matter outside lengthy and costly court proceedings by engaging in a private process which led to a quick settlement.

The outcome:

The relevant terms of the prenuptial agreement were upheld and the family companies were retained by him and kept outside of the divorce settlement. By compromising on the other terms in the prenuptial agreement, the client was able to preserve his relationship with his wife and continue to co-parent effectively with her.

How we made a difference:

Our strategic expertise was of vital importance in this case as our client sought to navigate a turbulent relationship with his wife and secure the financial future of both himself and his children going forward. We negotiated an advantageous outcome for him which left him confident in his future.